

**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.: 2020-00191  
CONVENIENCE AND NECESSITY TO CONSTRUCT )  
A WIRELESS COMMUNICATIONS FACILITY )  
IN THE COMMONWEALTH OF KENTUCKY )  
IN THE COUNTY OF WHITLEY )

SITE NAME: PARKS BRANCH

\* \* \* \* \*

**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 449 Snowwhite Lane, Corbin, KY 40701 (36° 56' 30.34" North latitude, 84° 09' 02.92" 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 John and Sherry Reynolds pursuant to a deed recorded at Deed Book 528, Page 467 in the office of the County Clerk. The access drive will run across the site parcel and three additional parcels. Beginning from the parcel nearest the site parcel, the access drive will run across an adjoining parcel also owned by John and Sherry Reynolds pursuant to a deed recorded at Deed Book 528, Page 467 in the office of the County Clerk. Access will then run across an existing road located along two parcels before connecting to the public right of way. One of the parcels is owned by Leslie and Kyle Lawless pursuant to a deed recorded at Deed Book 539 Page 337. The other parcel is owned by Johnny Farris and Ella Mae Farris with a life estate pursuant to a deed recorded Deed Book 397 Page 331. 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 from the Kentucky Airport Zoning Commission ("KAZC") confirming that approval is not required to construct the tower 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 agreements or abbreviated agreements recorded with the County Clerk are 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 Sean Sheehan 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 surrounded by densely wooded tracts of land.

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

map of the area in which the tower is proposed to be located which is drawn to scale and clearly depicts the necessary search area within which the site should be located pursuant to radio frequency requirements is attached as **Exhibit N**.

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

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

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

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

**REFERENCE COPY**

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



**Federal Communications Commission  
Wireless Telecommunications Bureau**

**RADIO STATION AUTHORIZATION**

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

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

**FCC Registration Number (FRN):** 0003291192

<b>Market Name</b> Kentucky 11 - Clay
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<b>Grant Date</b> 08-30-2011	<b>Effective Date</b> 08-31-2018	<b>Expiration Date</b> 10-01-2021	<b>Five Yr Build-Out Date</b>	<b>Print Date</b>
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**Site Information:**

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

**Antenna: 1**

<b>Maximum Transmitting ERP in Watts:</b> 140.820								
Azimuth(from true north)	<b>0</b>	<b>45</b>	<b>90</b>	<b>135</b>	<b>180</b>	<b>225</b>	<b>270</b>	<b>315</b>
<b>Antenna Height AAT (meters)</b>	164.200	142.000	198.300	134.200	151.500	124.900	186.500	184.500
<b>Transmitting ERP (watts)</b>	80.790	33.632	2.346	0.254	0.164	0.164	5.156	40.160

**Antenna: 2**

<b>Maximum Transmitting ERP in Watts:</b> 140.820								
Azimuth(from true north)	<b>0</b>	<b>45</b>	<b>90</b>	<b>135</b>	<b>180</b>	<b>225</b>	<b>270</b>	<b>315</b>
<b>Antenna Height AAT (meters)</b>	164.200	142.000	198.300	134.200	151.500	124.900	186.500	184.500
<b>Transmitting ERP (watts)</b>	1.159	16.802	80.666	104.784	22.590	1.407	0.209	0.204

**Antenna: 3**

<b>Maximum Transmitting ERP in Watts:</b> 140.820								
Azimuth(from true north)	<b>0</b>	<b>45</b>	<b>90</b>	<b>135</b>	<b>180</b>	<b>225</b>	<b>270</b>	<b>315</b>
<b>Antenna Height AAT (meters)</b>	164.200	142.000	198.300	134.200	151.500	124.900	186.500	184.500
<b>Transmitting ERP (watts)</b>	0.393	0.106	0.095	1.187	9.994	34.712	26.126	3.238

**Conditions:**

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN673

File Number:

Print Date:

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

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

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

Antenna: 1

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

Antenna: 2

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

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

Address: 21834 HIGHWAY 160 (76432)

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

Antenna: 1

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

Antenna: 2

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

Antenna: 3

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

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

Address: 895 WAGON WHEEL ROAD (76433)

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

Antenna: 1

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN673

File Number:

Print Date:

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

Address: 895 WAGON WHEEL ROAD (76433)

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

Antenna: 2

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

Antenna: 3

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

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

Address: 4499 HIGHWAY 511 (64046)

City: Rockholds County: WHITLEY State: KY Construction Deadline: 02-23-2013

Antenna: 1

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

Antenna: 2

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

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

Address: 2255 DAVIDSON FORK ROAD (76424)

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

Antenna: 1

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

Antenna: 2

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN673

File Number:

Print Date:

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

Address: 2255 DAVIDSON FORK ROAD (76424)

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

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	255.100	250.600	210.300	157.900	145.900	186.400	230.000	208.500
Transmitting ERP (watts)	2.923	0.456	0.895	4.155	54.327	193.511	147.915	23.334

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

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

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

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	314.900	270.100	337.000	312.300	338.800	334.000	355.300	387.000
Transmitting ERP (watts)	91.981	37.204	3.868	0.986	0.201	0.271	4.377	36.079

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	314.900	270.100	337.000	312.300	338.800	334.000	355.300	387.000
Transmitting ERP (watts)	2.152	13.241	26.567	29.575	18.963	5.601	3.888	1.518

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	314.900	270.100	337.000	312.300	338.800	334.000	355.300	387.000
Transmitting ERP (watts)	5.299	1.993	2.409	5.378	23.634	32.748	36.478	14.971

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

Address: 3017 NORTH US HIGHWAY 421 (76355)

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

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	423.700	288.900	270.400	273.500	415.500	424.000	260.500	381.500
Transmitting ERP (watts)	118.281	51.051	5.389	1.305	0.258	0.357	5.945	46.435

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	423.700	288.900	270.400	273.500	415.500	424.000	260.500	381.500
Transmitting ERP (watts)	4.387	28.108	56.992	61.619	38.611	11.792	8.653	3.099



Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN673

File Number:

Print Date:

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

Address: 3017 NORTH US HIGHWAY 421 (76355)

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

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	423.700	288.900	270.400	273.500	415.500	424.000	260.500	381.500
Transmitting ERP (watts)	1.510	0.244	0.451	2.060	26.719	99.966	80.742	11.222

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
22	37-09-01.0 N	083-41-03.6 W	484.0	94.4	1267062

Address: Bear Creek Rd (87003)

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

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	247.900	220.000	188.600	160.500	206.100	259.700	247.500	246.500
Transmitting ERP (watts)	153.770	65.269	4.896	0.487	0.313	0.307	9.959	76.610

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	247.900	220.000	188.600	160.500	206.100	259.700	247.500	246.500
Transmitting ERP (watts)	1.554	22.565	112.704	140.260	30.708	1.874	0.302	0.278

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	247.900	220.000	188.600	160.500	206.100	259.700	247.500	246.500
Transmitting ERP (watts)	1.012	0.314	0.295	4.424	44.416	139.728	106.944	13.222

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

Address: LUCAS ROAD ON TOP OF HILL (76428)

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

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	212.800	191.000	150.800	181.400	199.900	198.200	202.800	202.900
Transmitting ERP (watts)	111.736	45.822	5.058	1.185	0.248	0.336	5.441	44.976

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	212.800	191.000	150.800	181.400	199.900	198.200	202.800	202.900
Transmitting ERP (watts)	0.630	13.113	68.789	97.232	23.078	2.526	0.830	0.308

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN673

File Number:

Print Date:

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

Address: LUCAS ROAD ON TOP OF HILL (76428)

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

Antenna: 3

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

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

Address: 3700 WATTS CREEK TOWER ROAD (76431)

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

Antenna: 1

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

Antenna: 2

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

Antenna: 3

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

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

Address: 131 AMESBURY STREET (76438)

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

Antenna: 1

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

Antenna: 2

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN673

File Number:

Print Date:

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

Address: 131 AMESBURY STREET (76438)

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

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

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

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

Address: RURAL ROUTE 1 BOX 109 (76441)

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

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

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

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

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

Control Points:

Control Pt. No. 1

Address: 1650 LYNDON FARMS COURT

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

Waivers/Conditions:

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

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

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

**Call Sign:** KNKN673

**File Number:**

**Print Date:**

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

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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 1016
DALLAS, TX 75202

Table with Call Sign (KNLF251), File Number, and Radio Service (CW - PCS Broadband).

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

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

Conditions:

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

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

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

**Call Sign:** KNLF251

**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 # 0001918512.

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:** KNLF251

**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 (WPOI255), File Number, and Radio Service (CW - PCS Broadband).

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 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.

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:** 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

<b>Call Sign</b> WQGA824	<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> 11-29-2006	<b>Effective Date</b> 08-31-2018	<b>Expiration Date</b> 11-29-2021	<b>Print Date</b>
<b>Market Number</b> CMA453	<b>Channel Block</b> A	<b>Sub-Market Designator</b> 0	
<b>Market Name</b> Kentucky 11 - Clay			
<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.

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:** WQGA824

**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 (WQGD755), File Number, and Radio Service (AW - AWS (1710-1755 MHz and 2110-2155 MHz)).

FCC Registration Number (FRN): 0003291192

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

Waivers/Conditions:

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

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

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:** WQGD755

**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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Reference Copy

**EXHIBIT B**

**SITE DEVELOPMENT PLAN:**

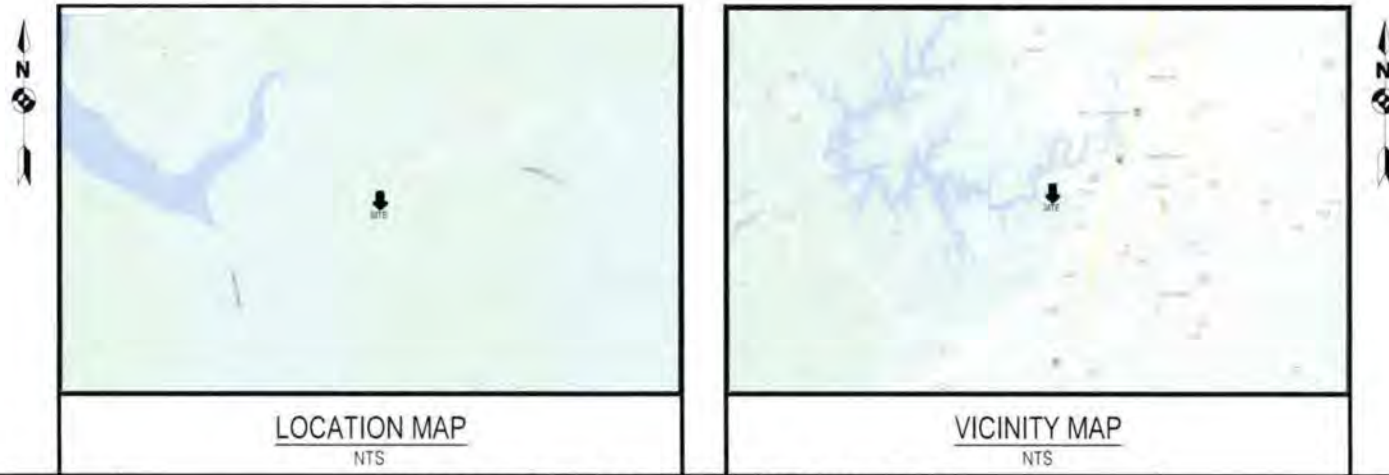
**500' VICINITY MAP  
LEGAL DESCRIPTIONS  
FLOOD PLAIN CERTIFICATION  
SITE PLAN  
VERTICAL TOWER PROFILE**

DRAWING INDEX	
SHEET	DESCRIPTION
T1	TITLE SHEET
-	SURVEY
S1	500' RADIUS & ABUTTERS MAP
C1	OVERALL SITE PLAN
C2	ENLARGED SITE PLAN
C3	TOWER ELEVATION



AT&T SITE NAME:  
**PARKS BRANCH**  
 AT&T SITE NUMBER / FA#:  
**14911055**  
**ZONING DRAWINGS**

NEW RAW LAND SITE WITH 75'x75' FENCED COMPOUND, 195' MONOPOLE TOWER WITH A 4' LIGHTNING ARRESTOR (199' OVERALL), AND INSTALLATION OF A VERTIV 80"X80" WALK IN CABINET (WIC) SHELTER ON A 10'-0"X17'-0" CONCRETE FOUNDATION WITH A GENERAC 30KW DIESEL GENERATOR



PROJECT INFORMATION	
SITE ADDRESS:	449 SNOWWHITE LANE CORBIN, KY 40701
TOWER:	195' MONOPOLE TOWER ( 199' OVERALL)
LATITUDE:	36° 56' 30.34" NORTH
LONGITUDE:	-84° 09' 02.92" WEST
PERMITTING JURISDICTION:	WHITLEY COUNTY
PARCEL ID:	101-00-00-077.01
PROJECT CONTACTS	
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	
POWER PROVIDER	
CUMBERLAND VALLEY ELECTRIC PHONE: 800-513-2677	
TELCO PROVIDER	
AT&T PHONE: 800-288-2020	
POLICE DEPARTMENT	
WHITLEY COUNTY SHERIFF PHONE: 606-549-6006	
FIRE DEPARTMENT	
OAK GROVE VOLUNTARY FIRE DEPARTMENT PHONE: 606-528-3362	
DRAWINGS BY	
CREEKSIDE DESIGNS, LLC 3975 ASBURY ROAD BIRMINGHAM, AL 35243 PHONE: (205) 490-2224	

SCOPE OF WORK	APPLICABLE BUILDING CODES AND STANDARDS	DRIVING DIRECTIONS
CONSTRUCTION DRAWINGS FOR: <ul style="list-style-type: none"> <li>CONSTRUCTION OF A NEW UNMANNED TELECOMMUNICATIONS FACILITY.</li> </ul> SITE WORK: <ul style="list-style-type: none"> <li>NEW TOWER</li> <li>UNMANNED EQUIPMENT SHELTER &amp; GENERATOR ON CONCRETE FOUNDATION</li> <li>UTILITY INSTALLATIONS</li> </ul>	CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.  CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS: AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, FIFTEENTH EDITION TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222, REVISION CURRENTLY ENFORCED STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES TIA 607, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS  INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVELY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT  IEEE C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY 'C3' AND 'HIGH SYSTEM EXPOSURE')  ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM. ENVIRONMENTAL PROTECTION  FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.	FROM WILLIAMSBURG, KY (COUNTY SEAT): TAKE HWY 25 NORTH FOR 1.8 MILES. TURN LEFT TO STAY ON HWY 25 NORTH TOWARDS I-75. TRAVEL 2.0 MILES AND TAKE RAMP ONTO I-75 NORTH. TRAVEL ON I-75 NORTH FOR 9.0 MILES TO EXIT 25 FOR US-25 WEST TOWARD CORBIN. TURN LEFT ONTO HWY 25 SOUTH/CUMBERLAND FALLS ROAD AND TRAVEL 1.4 MILES. TURN RIGHT ONTO STATE HWY 727 AND TRAVEL 1.4 MILES. TURN LEFT ONTO BARTON CUTOFF ROAD AND TRAVEL 0.6 MILES. TURN LEFT ONTO CECIL WYATT ROAD AND TRAVEL 0.2 MILES. TURN RIGHT ONTO SNOWWHITE LANE AND TRAVEL 0.5 MILES TO SITE.



PREPARED FOR:  
  
 462 S. 4TH STREET, SUITE 2400  
 LOUISVILLE, KY 40202

PREPARED BY:  
  
 3975 ASBURY ROAD  
 BIRMINGHAM, AL 35243  
 (205) 490-2224

DRAWN BY:	SDE
REVIEWED BY:	MRR
APPROVED BY:	CBS

ISSUED DATES:

REV	DATE	DESCRIPTION
0	01/17/20	ISSUED FOR REVIEW
1	02/03/20	ISSUED FOR REVIEW
2	02/21/20	ISSUED FOR REVIEW
3	03/03/20	ISSUED FOR CONSTRUCTION

PROFESSIONAL SEAL:  
  
 Mar 03, 2020

PROJECT INFORMATION:  
**PARKS BRANCH**  
**14911055**  
 449 SNOWWHITE LANE  
 CORBIN, KY 40701

SHEET TITLE:  
**TITLE SHEET**

SHEET NUMBER:  
**T1**



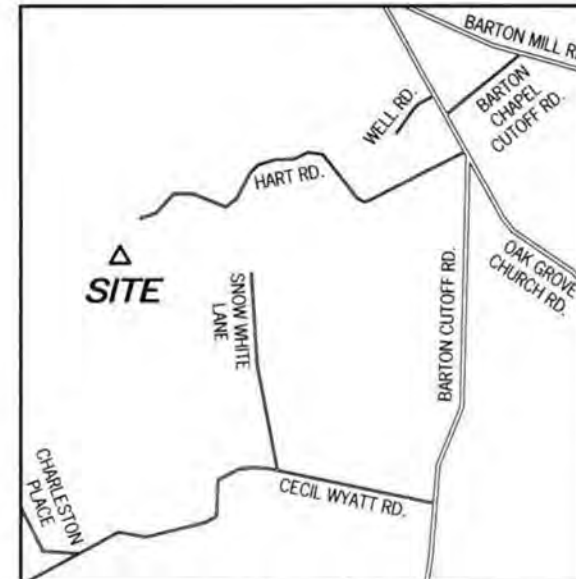


**SUBJECT PROPERTY**

OWNER: JOHN & SHERRY R. REYNOLDS  
 SITE ADDRESS: 449 SNOWWHITE LN, CORBIN, KY 40701  
 PARCEL ID: 101-00-00-077.01  
 AREA: 5.65 ACRES (PER TAX ASSESSOR)  
 ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS  
 REFERENCE: DEED BOOK 528 PAGE 467

**GPS NOTES**

THE FOLLOWING GPS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:  
 POSITIONAL ACCURACY: 0.06 FEET (HORZ) 0.08 FEET (VERT)  
 TYPE OF EQUIPMENT: GEOMAX ZENITH35 PRO BASE AND ROVER, DUAL FREQUENCY  
 TYPE OF GPS FIELD PROCEDURE: ONLINE POSITION USER INTERFACE  
 DATES OF SURVEY: 07-22-2019  
 DATUM / EPOCH: NAD\_83(2011)EPOCH:2010.0000  
 PUBLISHED / FIXED CONTROL USE: N/A  
 GEOD MODEL: 12B  
 COMBINED GRID FACTOR(S): 0.99998637 CENTERED ON THE GPS BASE POINT AS SHOWN HEREON.  
 CONVERGENCE ANGLE: 00°58'57.56"



**VICINITY MAP**  
NOT TO SCALE

**GENERAL NOTES**

\* THIS SPECIFIC PURPOSE SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF AT&T AND EXCLUSIVELY FOR THE TRANSFER OF THE PROPOSED LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFER OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

THIS SPECIFIC PURPOSE SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHTS-OF-WAY NOT SHOWN HEREON.

THE FIELD DATA UPON WHICH THIS SPECIFIC PURPOSE SURVEY IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000+ FEET AND AN ANGULAR ERROR OF 5.0" PER ANGLE POINT AND WAS NOT ADJUSTED FOR CLOSURE.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTIC & GEOMAX ZENITH 35. (DATE OF LAST FIELD VISIT: 07-22-2019)

THE 1" CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID 12B) AND HAVE A VERTICAL ACCURACY OF ± 0.5". CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

BEARINGS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON GRID NORTH (NAD 83) KENTUCKY SINGLE ZONE.

PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X (AREA OF MINIMAL FLOOD HAZARD). COMMUNITY PANEL NO. : 21235C0050E DATED: 03/16/2015.

NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC PURPOSE SURVEY.

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

STATE of KENTUCKY  
 G. DARRELL TAYLOR  
 4179  
 LICENSED PROFESSIONAL LAND SURVEYOR

NO.	DATE	REVISION
1	09/23/2019	CLIENT COMMENTS - NRW
2	10/03/2019	R/W LABEL - DMM
3	03/03/2020	UTILITY EASEMENT - NRW

SPECIFIC PURPOSE SURVEY PREPARED BY:  
**POINT TO POINT LAND SURVEYORS**  
 100 Governors Trace, Ste. 103  
 Peachtree City, GA 30269  
 (p) 678.565.4440 (f) 678.565.4497  
 (w) pointtopointsurvey.com



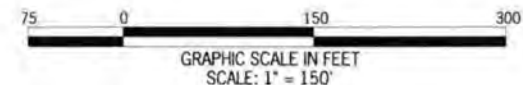
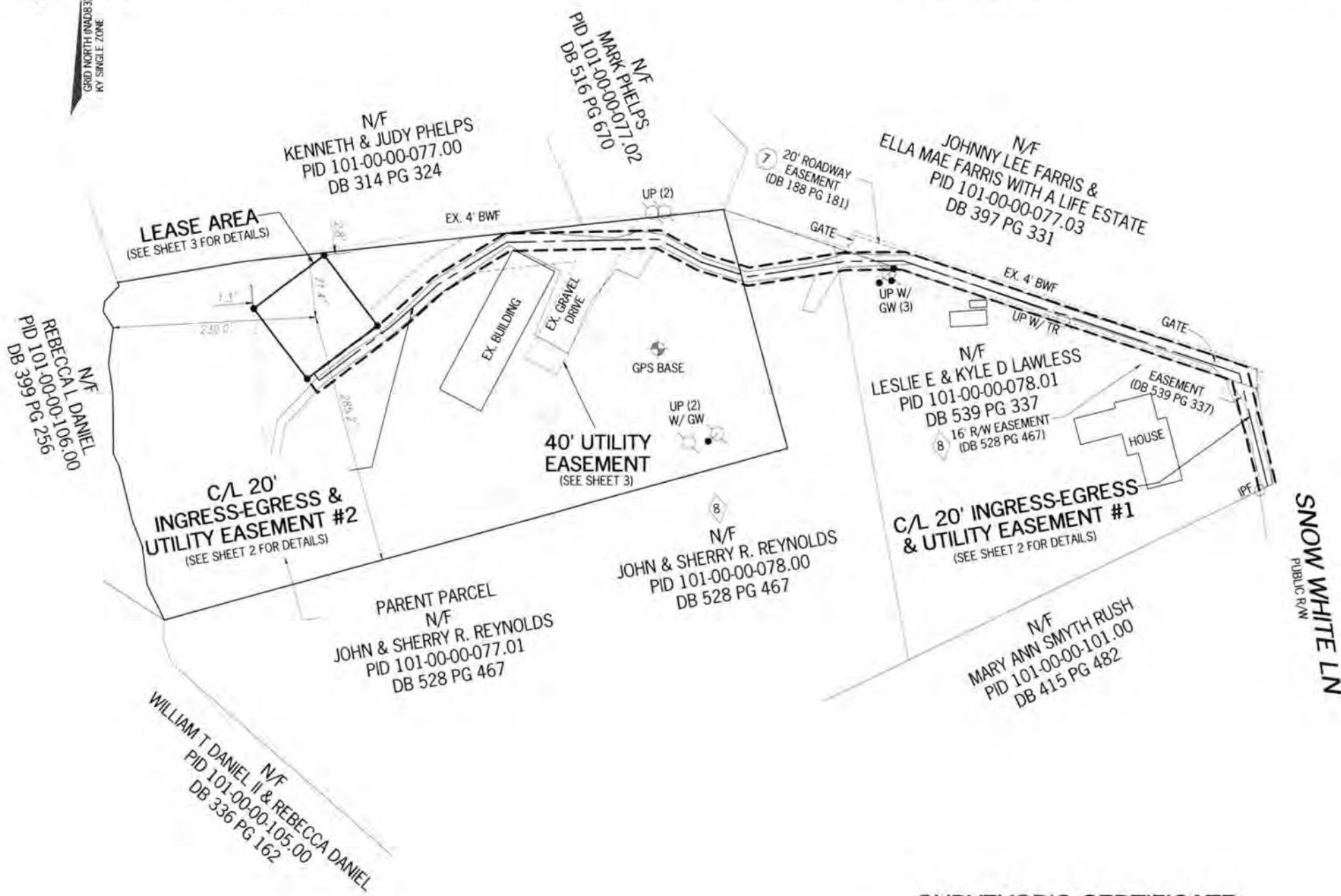
SPECIFIC PURPOSE SURVEY PREPARED FOR:



**PARKS BRANCH**

WHITLEY COUNTY, KENTUCKY

DRAWN BY: AKG	SHEET:
CHECKED BY: JKL	<b>1</b>
APPROVED: D. MILLER	OF 4
DATE: AUGUST 15, 2019	
P2P JOB #: 193545KY	



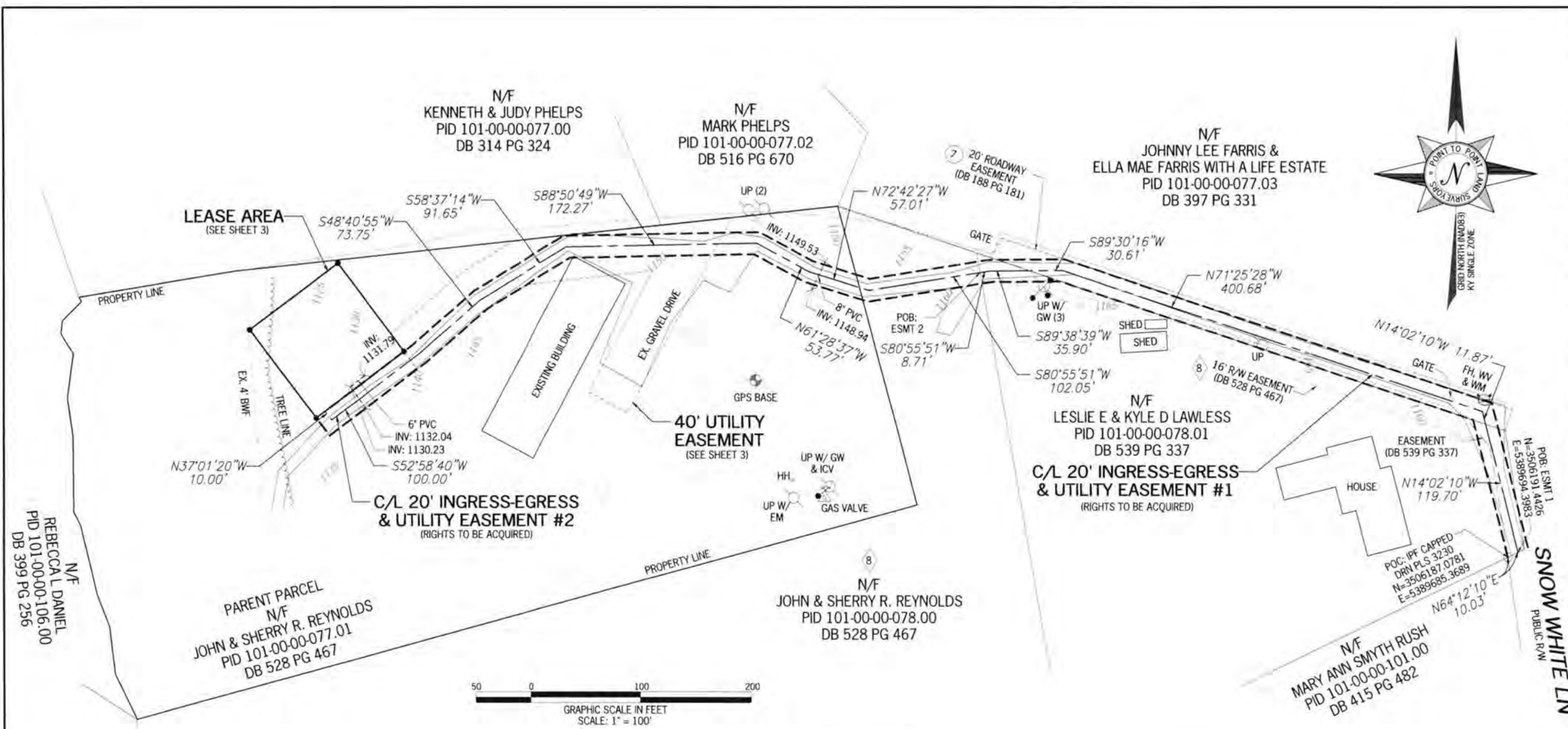
**SURVEYOR'S CERTIFICATE**

I, G. DARRELL TAYLOR, A KENTUCKY PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE INFORMATION SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECT SUPERVISION BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. THE UNADJUSTED PRECISION RATIO OF THE TRAVERSE EXCEEDED 1:10,000 AND WAS NOT ADJUSTED FOR CLOSURE. THIS SURVEY MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR AN URBAN SURVEY AS ESTABLISHED BY THE STATE OF KENTUCKY, PER 201 KAR 18:150 AND IN EFFECT ON THE DATE OF THIS SURVEY.

*(Signature)*  
 G. DARRELL TAYLOR, PLS 4179 DATE 03/03/2020

- LEGEND**
- POB POINT OF BEGINNING
  - POC POINT OF COMMENCEMENT
  - IPS IRON PIN SET
  - IPF IRON PIN FOUND
  - CMF CONCRETE MONUMENT FOUND
  - UP UTILITY POLE
  - GW GUY WIRE
  - FH FIRE HYDRANT
  - WM WATER METER
  - WV WATER VALVE
  - HH HAND HOLE
  - ICV IRRIGATION CONTROL VALVE
  - R/W RIGHT-OF-WAY
  - N/F NOW OR FORMERLY
  - BWF BARBED WIRE FENCE
  - EM ELECTRIC METER
  - PVC POLYMERIZING VINYL CHLORIDE
  - INV INVERT

E:\Shopbox\Point To Point\2019\193545KY\Plans Branch\193545KY.dwg



STATE of KENTUCKY  
 G. DARRELL TAYLOR  
 4179  
 LICENSED PROFESSIONAL LAND SURVEYOR

NO.	DATE	REVISION
1	09/23/2019	CLIENT COMMENTS - NRW
2	10/03/2019	R/W LABEL - DMM
3	03/03/2020	UTILITY EASEMENT - NRW

SPECIFIC PURPOSE SURVEY PREPARED BY:  
**POINT TO POINT LAND SURVEYORS**  
 100 Governors Trace, Ste. 103  
 Peachtree City, GA 30269  
 (p) 678.565.4440 (f) 678.565.4497  
 (w) pointtopointsurvey.com



SPECIFIC PURPOSE SURVEY PREPARED FOR:



**PARKS BRANCH**

WHITLEY COUNTY, KENTUCKY

DRAWN BY: AKG  
 CHECKED BY: JKL  
 APPROVED: D. MILLER  
 DATE: AUGUST 15, 2019  
 P2P JOB #: 193545KY

SHEET:  
**2**

OF 4

**20' INGRESS-EGRESS & UTILITY EASEMENT #1**

TOGETHER WITH 20-FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT (LYING 10 FEET EACH SIDE OF CENTERLINE) LYING AND BEING IN WHITLEY COUNTY, KENTUCKY, AND BEING PART OF THE LANDS OF LESLIE E AND KYLE D LAWLESS, AS RECORDED IN DEED BOOK 539 PAGE 337, WHITLEY COUNTY RECORDS, WHITLEY COUNTY, KENTUCKY, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/2-INCH REBAR FOUND (CAPPED: DRN PLS 3230) AT THE WESTERLY RIGHT-OF-WAY LINE OF SNOW WHITE LANE, A PUBLIC RIGHT OF WAY, SAID REBAR FOUND HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3506187.0781, E: 5389685.3689 AND MARKING THE COMMON CORNER OF THE LANDS OF MARY ANN SMYTH RUSH, AS RECORDED IN DEED BOOK 415, PAGE 482 AND THE LANDS OF LESLIE E AND KYLE D LAWLESS, AS RECORDED IN DEED BOOK 539 PAGE 337; THENCE RUNNING ALONG THE SOUTH LINE OF SAID LANDS OF LESLIE E AND KYLE D LAWLESS, NORTH 64°12'10" EAST, 10.03 FEET TO A POINT HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3506191.4426, E: 5389694.3983 AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE AND RUNNING, NORTH 14°02'10" WEST, 119.70 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS OF LESLIE E AND KYLE D LAWLESS; THENCE LEAVING SAID NORTH LINE AND RUNNING, NORTH 14°02'10" WEST, 11.87 FEET TO A POINT; THENCE, NORTH 71°25'28" WEST, 400.68 FEET TO A POINT; THENCE, SOUTH 89°30'16" WEST, 30.61 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS OF LESLIE E AND KYLE D LAWLESS; THENCE LEAVING SAID NORTH LINE AND RUNNING, SOUTH 89°38'39" WEST, 35.90 FEET TO A POINT; THENCE, SOUTH 80°55'51" WEST, 8.71 FEET TO THE ENDING AT A POINT ON THE EAST LINE OF THE LANDS OF JOHN AND SHERRY R. REYNOLDS, AS RECORDED IN DEED BOOK 528 PAGE 467.

BEARINGS ARE BASED ON KENTUCKY GRID NORTH, NAD83, SINGLE ZONE.

**20' INGRESS-EGRESS & UTILITY EASEMENT #2**

TOGETHER WITH 20-FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT (LYING 10 FEET EACH SIDE OF CENTERLINE) LYING AND BEING IN WHITLEY COUNTY, KENTUCKY, AND BEING PART OF THE LANDS OF JOHN AND SHERRY R. REYNOLDS, AS RECORDED IN DEED BOOK 528 PAGE 467, WHITLEY COUNTY RECORDS, WHITLEY COUNTY, KENTUCKY, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/2-INCH REBAR FOUND (CAPPED: DRN PLS 3230) AT THE WESTERLY RIGHT-OF-WAY LINE OF SNOW WHITE LANE, A PUBLIC RIGHT OF WAY, SAID REBAR FOUND HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3506187.0781, E: 5389685.3689 AND MARKING THE COMMON CORNER OF THE LANDS OF MARY ANN SMYTH RUSH, AS RECORDED IN DEED BOOK 415, PAGE 482 AND THE LANDS OF LESLIE E AND KYLE D LAWLESS, AS RECORDED IN DEED BOOK 539 PAGE 337; THENCE RUNNING ALONG THE SOUTH LINE OF SAID LANDS OF LESLIE E AND KYLE D LAWLESS, NORTH 64°12'10" EAST, 10.03 FEET TO A POINT HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3506191.4426, E: 5389694.3983; THENCE LEAVING SAID SOUTH LINE AND RUNNING, NORTH 14°02'10" WEST, 119.70 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS OF LESLIE E AND KYLE D LAWLESS; THENCE LEAVING SAID NORTH LINE AND RUNNING, NORTH 14°02'10" WEST, 11.87 FEET TO A POINT; THENCE, NORTH 71°25'28" WEST, 400.68 FEET TO A POINT; THENCE, SOUTH 89°30'16" WEST, 30.61 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS OF LESLIE E AND KYLE D LAWLESS; THENCE LEAVING SAID NORTH LINE AND RUNNING, SOUTH 89°38'39" WEST, 35.90 FEET TO A POINT; THENCE, SOUTH 80°55'51" WEST, 8.71 FEET TO A POINT ON THE EAST LINE OF THE LANDS OF JOHN AND SHERRY R. REYNOLDS, AS RECORDED IN DEED BOOK 528 PAGE 467 AND THE TRUE POINT OF BEGINNING; THENCE, SOUTH 80°55'51" WEST, 102.05 FEET TO A POINT; THENCE, NORTH 72°42'27" WEST, 57.01 FEET TO A POINT; THENCE, NORTH 61°28'37" WEST, 53.77 FEET TO A POINT; THENCE, SOUTH 88°50'49" WEST, 172.27 FEET TO A POINT; THENCE, SOUTH 58°37'14" WEST, 91.65 FEET TO A POINT; THENCE, SOUTH 48°40'55" WEST, 73.75 FEET TO A POINT; THENCE, SOUTH 52°58'40" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 37°01'20" WEST, 10.00 FEET TO THE ENDING AT A POINT ON THE LEASE AREA.

BEARINGS ARE BASED ON KENTUCKY GRID NORTH, NAD83, SINGLE ZONE.

LEGEND

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
IPS	IRON PIN SET
IPF	IRON PIN FOUND
CMF	CONCRETE MONUMENT FOUND
UP	UTILITY POLE
GW	GLY WIRE
FH	FIRE HYDRANT
WM	WATER METER
WV	WATER VALVE
HH	HAND HOLE
ICV	IRRIGATION CONTROL VALVE
R/W	RIGHT-OF-WAY
N/F	NOW OR FORMERLY
BWF	BARBED WIRE FENCE
EM	ELECTRIC METER
PVC	POLYMERIZING VINYL CHLORIDE
INV	INVERT

SURVEY NOT VALID WITHOUT SHEETS 1, 3 & 4



**SITE INFORMATION**

LEASE AREA = 10,000 SQUARE FEET (0.2296 ACRES)

LATITUDE = 36°56'30.34" (NAD 83) (36.941761°)  
 LONGITUDE = -84°09'02.92" (NAD 83) (-84.150811°)  
 AT CENTER OF LEASE AREA

ELEVATION AT CENTER OF LEASE AREA = 1128.1' A.M.S.L.



PARENT PARCEL  
 N/F  
 JOHN & SHERRY R. REYNOLDS  
 PID 101-00-00-077.01  
 DB 528 PG 467

**C/L 20' INGESS-EGRESS  
 & UTILITY EASEMENT**  
 (SEE DETAILS ON SHEET 2)

POB: UTILITY  
 EASEMENT  
 N=3506318.0010  
 E=5388888.8410

**40' UTILITY EASEMENT**

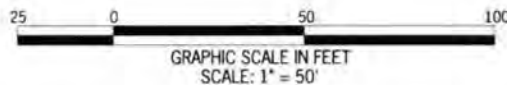
TOGETHER WITH 40-FOOT WIDE UTILITY EASEMENT LYING AND BEING IN WHITLEY COUNTY, KENTUCKY, AND BEING PART OF THE LANDS OF JOHN AND SHERRY R. REYNOLDS, AS RECORDED IN DEED BOOK 528 PAGE 467, WHITLEY COUNTY RECORDS, WHITLEY COUNTY, KENTUCKY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/2-INCH REBAR FOUND (CAPPED: DRN PLS 3230) AT THE WESTERLY RIGHT-OF-WAY LINE OF SNOW WHITE LANE, A PUBLIC RIGHT OF WAY, SAID REBAR FOUND HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3506187.0781, E: 5389685.3689 AND MARKING THE COMMON CORNER OF THE LANDS OF MARY ANN SMYTH RUSH, AS RECORDED IN DEED BOOK 415, PAGE 482 AND THE LANDS OF LESLIE E AND KYLE D LAWLESS, AS RECORDED IN DEED BOOK 539 PAGE 337; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF SNOW WHITE LANE AND RUNNING ALONG A TIE LINE, NORTH 80°39'57" WEST, 807.22 FEET TO A POINT HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3506318.0010, E: 5388888.8410 AND THE TRUE POINT OF BEGINNING; THENCE RUNNING, NORTH 62°03'19" WEST, 40.00 FEET TO A POINT; THENCE, NORTH 27°56'41" EAST, 124.04 FEET TO A POINT; THENCE, SOUTH 83°54'09" WEST, 115.79 FEET TO A POINT; THENCE, SOUTH 58°37'14" WEST, 42.05 FEET TO A POINT; THENCE, SOUTH 48°40'55" WEST, 73.25 FEET TO A POINT; THENCE, SOUTH 52°58'40" WEST, 10.38 FEET TO A POINT; THENCE, NORTH 37°01'20" WEST, 40.00 FEET TO A POINT; THENCE, NORTH 52°58'40" EAST, 8.87 FEET TO A POINT; THENCE, NORTH 48°40'55" EAST, 75.23 FEET TO A POINT; THENCE, NORTH 58°37'14" EAST, 54.50 FEET TO A POINT; THENCE, NORTH 83°54'09" EAST, 200.05 FEET TO A POINT; THENCE, SOUTH 27°56'41" WEST, 199.33 FEET TO A POINT AND THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.4148 ACRES (18,070 SQUARE FEET), MORE OR LESS.

**LEGEND**

- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- IPS IRON PIN SET
- IPF IRON PIN FOUND
- CMF CONCRETE MONUMENT FOUND
- UP UTILITY POLE
- GW GUY WIRE
- FH FIRE HYDRANT
- WM WATER METER
- WV WATER VALVE
- HH HAND HOLE
- ICV IRRIGATION CONTROL VALVE
- R/W RIGHT-OF-WAY
- N/F NOW OR FORMERLY
- BWF BARBED WIRE FENCE
- EM ELECTRIC METER
- PVC POLYMERIZING VINYL CHLORIDE
- INV INVERT



STATE of KENTUCKY  
 G. DARRELL TAYLOR  
 4179  
 LICENSED PROFESSIONAL LAND SURVEYOR

NO.	DATE	REVISION
1	09/23/2019	CLIENT COMMENTS - NRW
2	10/03/2019	R/W LABEL - DMM
3	03/03/2020	UTILITY EASEMENT - NRW

SPECIFIC PURPOSE SURVEY PREPARED BY:  
**POINT TO POINT LAND SURVEYORS**  
 100 Governors Trace, Ste. 103  
 Peachtree City, GA 30269  
 (p) 678.565.4440 (f) 678.565.4497  
 (w) pointtosurvey.com



SPECIFIC PURPOSE SURVEY PREPARED FOR:



**PARKS BRANCH**

WHITLEY COUNTY, KENTUCKY

DRAWN BY: AKG	SHEET:
CHECKED BY: JKL	<b>3</b>
APPROVED: D. MILLER	
DATE: AUGUST 15, 2019	
P2P JOB #: 193545KY	OF 4

SURVEY NOT VALID WITHOUT SHEETS 1, 2 & 4

L:\shopbox (Point To Point)\P2P Current Jobs\2019\193545KY\Paras Branch\193545KY.dwg

**PARCEL 101-00-00-077.01 PER US TITLE SOLUTIONS FILE NO. 63351-KY1905-5030**

BEGINNING ON A 20' PINE (DEAD) A CORNER TO KENNETH AND JUDY PHELPS (H&W) IN DEED BOOK 343 PAGE 537 (343/537), JOHNNY LEE FARRIS 397/331, AND RICHARD D. AND LORIE A. BRYANT (H&W) 465/563, THENCE WITH BRYANT PASSING THROUGH A WITNESS PIN SET ON THE SOUTH SIDE OF A 16' R/W AT 19.43' FROM THE PINE CORNER S 13 DEGREES 40' 32" E FOR A TOTAL DISTANCE OF 280.09' TO AN IRON PIN (L/P) SET, THENCE WITH BRYANT S 76 DEGREES 01' 28" W 734.59' TO THE CENTER LINE (C/L) OF ROBERT SHARP'S BRANCH PASSING THROUGH A WITNESS PIN 16.59' SHORT OF THE BRANCH, THENCE DOWN ROBERT SHARP'S BRANCH WITH THE U.S. CORPS OF ENGINEERS TRACT NO. 928 IN 235/513 FOR TWELVE CALLS: N 24 DEGREES 08' 25" W 44.92'; N 05 DEGREES 22' 07" W 43.66'; N 20 DEGREES 08' 28" W 31.50'; N 11 DEGREES 55' 22" W 63.66'; N 24 DEGREES 29' 48" W 14.10'; N 00 DEG 55' 59" E 68.82'; N 06 DEGREES 33' 16" W 34.77'; N 08 DEGREES 33' 54" E 40.72'; N 30 DEGREES 15' 03" W 21.22'; N 08 DEGREES 26' 50" E 11.22'; N 44 DEGREES 42' 54" E 24.57'; N 26 DEGREES 28' 09" W 4.62' TO A POINT, THENCE WITH KENNETH AND JUDY PHELPS 314/324 PASSING THROUGH A WITNESS PIN 9.97' FROM THE C/L OF THE CREEK N 82 DEGREES 02' 33" E A TOTAL DISTANCE OF 144.78' TO A SET MARKER AT THE BASE OF AN X-TIE POST, THENCE N 85 DEGREES 12' 04" E 548.19' ALSO PASSING KENNETH AND JUDY PHELPS 343/537 TO THE POINT OF BEGINNING CONTAINING 5.65 ACRES MORE OR LESS.

THERE IS A 16' R/W BEGINNING ON AN IRON PIN ON THE WEST SIDE AT THE END OF THE 30' R/W OF SNOW WHITE LANE, THENCE N 70 DEGREES 04' 30" W 617.53' TO AN L/P SET IN THE LINE BETWEEN RICHARD D. AND LORIE A BRYANT (H&W) 465/563 AND LORETTA MCDANIELS 344/298, THENCE WITH THEIR LINE N 13 DEGREES 40' 32" W 19.21' TO A 20' DEAD PINE CORNER, THENCE APPROXIMATELY WITH A FENCE BETWEEN BRYANT AND JOHNNY LEE FARRIS 397/331 S 70 DEGREES 04' 39" E 637.81' TO A YELLOW PINE CORNER AT THE END OF THE 30' R/W OF SNOW WHITE LANE. THE R/W CONTAINS ABOUT 10,000 SQ. FT.

ALL IRON PINS ARE SET WITH 1/2" X 18" REBAR WITH PLASTIC CAP NOTED "HS 3301." BEARINGS ARE REFERENCED TO DEED BOOK 415 PAGE 482.

NOTE: SEE ROADWAY EASEMENT OF RECORD IN MISCELLANEOUS BOOK 123, PAGE 340.

**TITLE EXCEPTIONS**

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY US TITLE SOLUTIONS, EXAMINED FROM 6/3/1954 EXAMINED THRU 5/20/2019, BEING FILE NO. 63351-KY1905-5030, FOR THE SUBJECT PROPERTY, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.

(EASEMENTS AND RIGHTS OF WAY)

7. ROADWAY EASEMENT BY LELAND PHELPS, AND WIFE, ANNA SUE PHELPS TO LORETTA MCDANIEL, DATED 1/24/2003 RECORDED 1/24/2003 IN BOOK 123 PAGE 340. NOTES: EASEMENT

(THIS ITEM DESCRIPTION IS TOO VAGUED TO BE PLOTTED)

MORTGAGE SCHEDULE

1. REAL ESTATE MORTGAGE MADE BY JOHN REYNOLDS, A/K/A JOHN G. REYNOLDS, AND HIS WIFE, SHERRY R. REYNOLDS TO FIRST STATE BANK OF THE SOUTHEAST, INC. IN THE SUM OF \$350,000.00 DATED AS OF 3/30/2018 RECORDED 4/2/2018 IN BOOK 627 PAGE 250.

(THIS ITEM IS APPLICABLE TO PARCEL 101-00-00-077.01)

**LEASE AREA**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN WHITLEY COUNTY, KENTUCKY, AND BEING PART OF THE LANDS OF JOHN AND SHERRY R. REYNOLDS, AS RECORDED IN DEED BOOK 528 PAGE 467, WHITLEY COUNTY RECORDS, WHITLEY COUNTY, KENTUCKY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/2-INCH REBAR FOUND (CAPPED: DRN PLS 3230) AT THE WESTERLY RIGHT-OF-WAY LINE OF SNOW WHITE LANE, A PUBLIC RIGHT OF WAY, SAID REBAR FOUND HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3506187.0781, E: 5389685.3689 AND MARKING THE COMMON CORNER OF THE LANDS OF MARY ANN SMYTH RUSH, AS RECORDED IN DEED BOOK 415 PAGE 482 AND THE LANDS OF LESLIE E AND KYLE D LAWLESS, AS RECORDED IN DEED BOOK 528 PAGE 467; THENCE RUNNING ALONG THE SOUTH LINE OF SAID LANDS OF LESLIE E AND KYLE D LAWLESS, NORTH 64°12'10" EAST, 10.03 FEET TO A POINT HAVING KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3506191.4426, E: 5389694.3983; THENCE LEAVING SAID SOUTH LINE AND RUNNING, NORTH 14°02'10" WEST, 119.70 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS OF LESLIE E AND KYLE D LAWLESS; THENCE LEAVING SAID NORTH LINE AND RUNNING, NORTH 14°02'10" WEST, 11.87 FEET TO A POINT; THENCE, NORTH 71°25'28" WEST, 400.68 FEET TO A POINT; THENCE, SOUTH 89°30'16" WEST, 30.61 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS OF LESLIE E AND KYLE D LAWLESS; THENCE LEAVING SAID NORTH LINE AND RUNNING, SOUTH 89°38'39" WEST, 35.90 FEET TO A POINT; THENCE, SOUTH 80°55'51" WEST, 8.71 FEET TO A POINT ON THE EAST LINE OF THE LANDS OF JOHN AND SHERRY R. REYNOLDS, AS RECORDED IN DEED BOOK 528 PAGE 467; THENCE, SOUTH 80°55'51" WEST, 102.05 FEET TO A POINT; THENCE, NORTH 72°42'27" WEST, 57.01 FEET TO A POINT; THENCE, NORTH 61°28'37" WEST, 53.77 FEET TO A POINT; THENCE, SOUTH 88°50'49" WEST, 172.27 FEET TO A POINT; THENCE, SOUTH 58°37'14" WEST, 91.65 FEET TO A POINT; THENCE, SOUTH 48°40'55" WEST, 73.75 FEET TO A POINT; THENCE, SOUTH 52°58'40" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 37°01'20" WEST, 10.00 FEET TO A POINT ON THE LEASE AREA; THENCE RUNNING ALONG SAID LEASE AREA, SOUTH 52°58'40" WEST, 10.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE, NORTH 37°01'20" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 52°58'40" EAST, 100.00 FEET TO A POINT; THENCE, SOUTH 37°01'20" EAST, 100.00 FEET TO A POINT; THENCE, SOUTH 52°58'40" WEST, 100.00 FEET TO A POINT AND THE POINT OF BEGINNING.

BEARINGS ARE BASED ON KENTUCKY GRID NORTH, NAD83, SINGLE ZONE.

SAID TRACT CONTAINS 0.2296 ACRES (10,000 SQUARE FEET), MORE OR LESS.

**PARCEL 101-00-00-078.00 PER US TITLE SOLUTIONS FILE NO. 63352-KY1905-5030**

TRACT 1:

BEGINNING AT A METAL STAKE ON LELAND PHELPS AND HENRY SHACKELFORD; THENCE RUNNING SOUTHWEST WITH HENRY SHACKELFORD LINE 550 FEET TO AN OAK TREE AT THE CORNER OF HENRY SHACKELFORD AND ROBERT SHARP; THENCE RUNNING NORTHWEST WITH ROBERT SHARP'S LINE 430 FEET TO A METAL STAKE IN ROBERT SHARP'S BRANCH; THENCE RUNNING EAST 730 FEET TO A METAL STAKE IN LELAND PHELPS' LINE; THENCE RUNNING SOUTH WITH LELAND PHELPS LINE 285 FEET TO THE BEGINNING.

TRACT 2:

BEGINNING AT A POPLAR TREE AT THE CORNER OF TIM DAVIS AND HENRY SHACKELFORD PROPERTY; THENCE RUNNING SOUTHWEST WITH HENRY SHACKELFORD'S LINE 550 FEET TO A METAL STAKE; THENCE NORTH 570 FEET TO A PINE TREE AT THE CORNER OF ELLA MAE FARRIS AND KENNETH PHELPS PROPERTY; THENCE RUNNING 639 FEET SOUTHEAST WITH ELLA MAE FARRIS PROPERTY TO A PINE TREE AT TIM DAVIS LINE; THENCE RUNNING SOUTH WITH TIM DAVIS LINE 105 FEET TO THE BEGINNING.

THERE IS RESERVED A RIGHT OF WAY OF PASSAGE AND ROAD WHICH RUNS WITH THE LAND BEING 16 FEET WIDE BEGINNING AT THE METAL STAKE AT THE SOUTHEAST CORNER OF LELAND PHELPS PROPERTY; THENCE RUNNING NORTH ACROSS THE LELAND PHELPS PROPERTY 105 FEET TO THE NORTHEAST CORNER OF THE KENNETH PHELPS PROPERTY.

THERE IS EXCEPTED FROM THE FOREGOING A 3 ACRE TRACT PREVIOUSLY CONVEYED BY CHARLES S. WOOLUMSS AND WIFE, LUCINDA WOOLUMSS LESLIE LAWLESS AND HUSBAND, KYLE D. LAWLESS BY DEED DATED JANUARY 27, 2015, AND RECORDED IN DEED BOOK 526, PAGE 586.

**TITLE EXCEPTIONS**

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY US TITLE SOLUTIONS, EXAMINED FROM 6/3/1954 EXAMINED THRU 5/20/2019, BEING FILE NO. 63352-KY1905-5030, FOR THE SUBJECT PROPERTY, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.

(EASEMENTS AND RIGHTS OF WAY)

7. ROADWAY EASEMENT BY LELAND PHELPS AND WIFE, ANNA SUE PHELPS TO LORETTA MCDANIEL, DATED 1/24/2003 RECORDED 3/24/2003 IN BOOK 123 PAGE 340. NOTES: TO CORRECT THE EASEMENT DESCRIPTION IN DEED BOOK 344, PAGE 304

(THIS ITEM DESCRIPTION IS TOO VAGUED TO BE PLOTTED)

8. WARRANTY DEED BY CHARLES S. WOOLUMSS AND WIFE, LUCINDA WOOLUMSS TO JOHN REYNOLDS AND WIFE, SHERRY R. REYNOLDS, DATED 5/22/2015 RECORDED 6/3/2015 IN BOOK 528 PAGE 467. NOTES: RIGHT OF WAY DESCRIBED WITHIN DEED

(PLOTTABLE ITEMS ARE SHOWN HEREON)

MORTGAGE SCHEDULE

1. REAL ESTATE MORTGAGE MADE BY JOHN REYNOLDS, A/K/A JOHN G. REYNOLDS, AND HIS WIFE, SHERRY R. REYNOLDS TO FIRST STATE BANK OF THE SOUTHEAST, INC. IN THE SUM OF \$350,000.00 DATED AS OF 3/30/2018 RECORDED 4/2/2018 IN BOOK 627 PAGE 250.

(THIS ITEM IS APPLICABLE TO PARCEL 101-00-00-078.00)

**PARCEL 101-00-00-078.01 PER US TITLE SOLUTIONS FILE NO. 63352-KY1905-5030**

BEGINNING AT A 24' POPLAR (FOUND) BEING A COMMON CORNER TO CHARLES WOOLUMS (DB 488, PG 769), BILLY CLOUD (DB 399, PG 243), MARY RUSH (DB 415, PG 482) AND JIMMY STORM (DB 318, PG 103); THENCE LEAVING THE CLOUD AND STORM LINE AND RUNNING WITH THE COMMON LINE AND FENCE OF MARY RUSH SOUTH 64-14-26 WEST CROSSING A 1/2 IRON WITNESS MARKER FOUND (HS #3301) AT 23.70 FEET IN ALL 465.48 FEET TO AN IRON PIN SET; THENCE SEVERING THE PARENT TRACT WITH A NEW LINE NORTH 09-14-07 WEST A DISTANCE OF 476.92 FEET TO AN IRON PIN SET IN THE FENCE AND COMMON PROPERTY LINE OF JOHNNY FARRIS (DB 397, PG 381) SAID IRON PIN BEARS SOUTH 71-23-21 EAST A DISTANCE OF 133.10 FEET FROM AN IRON PIN CORNER FOUND (HS #3301) IN THE FENCE CORNER; THENCE WITH THE FENCE AND COMMON LINE OF FARRIS SOUTH 71-23-12 EAST A DISTANCE OF 504.71 FEET TO A 20" PINE FOUND AT THE CORNER BEING A COMMON CORNER TO WOOLUMS, FARRIS AND CLOUD; THENCE WITH THE CLOUD LINE SOUTH 09-14-07 EAST A DISTANCE OF 108.76 FEET TO THE POINT OF BEGINNING CONTAINING 3.00 ACRES AS SURVEYED BY DON R. NOLAN PLS #3230 ON DECEMBER 17 AND 18, 2014, WHITLEY COUNTY, KENTUCKY.

**TITLE EXCEPTIONS**

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY US TITLE SOLUTIONS, EXAMINED FROM 9/10/1960 EXAMINED THRU 5/20/2019, BEING FILE NO. 63353-KY1905-5030, FOR THE SUBJECT PROPERTY, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.

(EASEMENTS AND RIGHTS OF WAY)

7. ROADWAY EASEMENT BY LELAND PHELPS, AND WIFE, ANNA SUE PHELPS TO LORETTA MCDANIEL, DATED 1/24/2003 RECORDED 1/24/2003 IN BOOK 123 PAGE 340.

(THIS ITEM DESCRIPTION IS TOO VAGUED TO BE PLOTTED)

MORTGAGE SCHEDULE

1. MORTGAGE MADE BY LESLIE E. LAWLESS AND KYLE D. LAWLESS, WIFE AND HUSBAND TO L & N FEDERAL CREDIT UNION IN THE SUM OF \$185,000.00 DATED AS OF 1/27/2015 RECORDED 2/2/2015 IN BOOK 589 PAGE 422.

(THIS ITEM IS APPLICABLE TO PARCEL 101-00-00-078.01)

2. REVOLVING CREDIT MORTGAGE MADE BY LESLIE E. LAWLESS AND KYLE D. LAWLESS, WIFE AND HUSBAND TO L & N FEDERAL CREDIT UNION IN THE SUM OF \$15,000.00 DATED AS OF 6/3/2015 RECORDED 6/19/2015 IN BOOK 593 PAGE 674.

(THIS ITEM IS APPLICABLE TO PARCEL 101-00-00-078.01)

3. MORTGAGE MADE BY LESLIE E. LAWLESS AND KYLE D. LAWLESS, WIFE AND HUSBAND TO L & N FEDERAL CREDIT UNION IN THE SUM OF \$177,600.00 DATED AS OF 2/2/2018 RECORDED 3/1/2018 IN BOOK 626 PAGE 49. NOTES: EASEMENT FOR RIGHT-OF-WAY FOR INGRESS AND EGRESS

(THIS ITEM IS APPLICABLE TO PARCEL 101-00-00-078.01)

**PARCEL 101-00-00-077.03 PER US TITLE SOLUTIONS FILE NO. 63354-KY1905-5030**

TRACT NO. I: BEGINNING ON THE NW CORNER OF THE PHELPS ROAD BRIDGE; THENCE WITH THE ROAD 355 FT TO KENNETH PHELPS LINE; THENCE NW 110 FT WITH KENNETH PHELPS LINE TO CONCRETE CORNER STONE; THENCE NE WITH CREEK TO POINT OF BEGINNING.

TRACT NO. II. (FROM LELAND PHELPS AND WIFE, PATRICIA PHELPS) BEGINNING ON A PINE TREE; THENCE WEST 639 FEET TO A PINE STREET AT KENNETH PHELPS LINE; THENCE WEST WITH KENNETH PHELPS LINE 377 FEET TO PHELPS ROAD; THENCE NE 239 FEET WITH PHELPS ROAD TO PARKS BRANCH THENCE WITH SAID BRANCH 525 FEET EAST TO THE BOUNDARY OF TIM DAVIS; THENCE WITH TIM DAVIS 595 FEET TO THE POINT OF BEGINNING.

**TITLE EXCEPTIONS**

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY US TITLE SOLUTIONS, EXAMINED FROM 06/03/1954 EXAMINED THRU 5/20/2019, BEING FILE NO. 63354-KY1905-5030, FOR THE SUBJECT PROPERTY, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.

(EASEMENTS AND RIGHTS OF WAY)

7. ROADWAY EASEMENT BY JOHNNY LEE FARRIS, A SINGLE MAN TO JOHN REYNOLDS AND WIFE, SHERRY REYNOLDS, DATED 3/8/2016 RECORDED 3/18/2016 IN BOOK 188 PAGE 181. NOTES: ROADWAY EASEMENT

(THIS ITEM'S DESCRIPTION IS TOO VAGUE TO BE PLOTTED. SHOWN HEREON AS THE PORTION OF THE 20' INGRESS-EGRESS & UTILITY EASEMENT RUNNING WEST AND PARALLEL WITH THE SOUTH LINE OF TAX PARCEL 101-00-00-077.03)



NO.	DATE	REVISION
1	09/23/2019	CLIENT COMMENTS - NRW
2	10/03/2019	R/W LABEL - DMM
3	03/03/2020	UTILITY EASEMENT - NRW

\* SPECIFIC PURPOSE SURVEY PREPARED BY:

**POINT TO POINT LAND SURVEYORS**  
100 Governors Trace, Ste. 103  
Peachtree City, GA 30269  
(p) 678.565.4440 (f) 678.565.4497  
(w) pointtopointsurvey.com



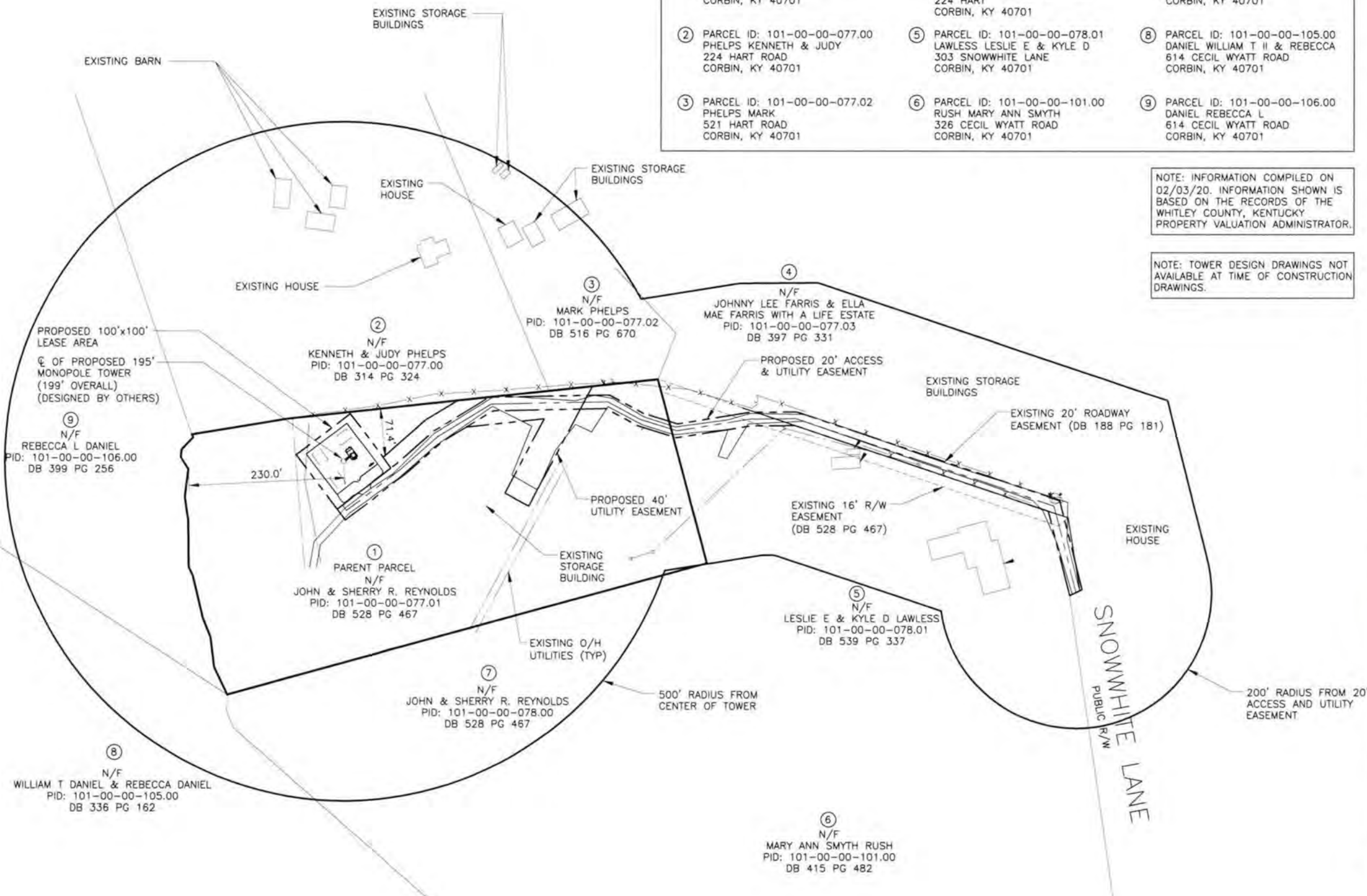
SPECIFIC PURPOSE SURVEY PREPARED FOR:



**PARKS BRANCH**

WHITLEY COUNTY, KENTUCKY

DRAWN BY: AKG	SHEET:
CHECKED BY: JKL	4
APPROVED: D. MILLER	
DATE: AUGUST 15, 2019	
P2P JOB #: 193545KY	OF 4



- ① PARCEL ID: 101-00-00-077.01  
REYNOLDS JOHN & SHERRY R  
82 CREEKSIDE LANE  
CORBIN, KY 40701
- ② PARCEL ID: 101-00-00-077.00  
PHELPS KENNETH & JUDY  
224 HART ROAD  
CORBIN, KY 40701
- ③ PARCEL ID: 101-00-00-077.02  
PHELPS MARK  
521 HART ROAD  
CORBIN, KY 40701
- ④ PARCEL ID: 101-00-00-077.03  
FARRIS JOHNNY LEE  
ELLA MAE FARRIS LIFE ESTATE  
224 HART  
CORBIN, KY 40701
- ⑤ PARCEL ID: 101-00-00-078.01  
LAWLESS LESLIE E & KYLE D  
303 SNOWWHITE LANE  
CORBIN, KY 40701
- ⑥ PARCEL ID: 101-00-00-101.00  
RUSH MARY ANN SMYTH  
326 CECIL WYATT ROAD  
CORBIN, KY 40701
- ⑦ PARCEL ID: 101-00-00-078.00  
REYNOLDS JOHN & SHERRY R  
82 CREEKSIDE LANE  
CORBIN, KY 40701
- ⑧ PARCEL ID: 101-00-00-105.00  
DANIEL WILLIAM T II & REBECCA  
614 CECIL WYATT ROAD  
CORBIN, KY 40701
- ⑨ PARCEL ID: 101-00-00-106.00  
DANIEL REBECCA L  
614 CECIL WYATT ROAD  
CORBIN, KY 40701

NOTE: INFORMATION COMPILED ON 02/03/20. INFORMATION SHOWN IS BASED ON THE RECORDS OF THE WHITLEY COUNTY, KENTUCKY PROPERTY VALUATION ADMINISTRATOR.

NOTE: TOWER DESIGN DRAWINGS NOT AVAILABLE AT TIME OF CONSTRUCTION DRAWINGS.

PREPARED FOR:



462 S. 4TH STREET, SUITE 2400  
LOUISVILLE, KY 40202

PREPARED BY:



8975 ASBURY ROAD  
BIRMINGHAM, AL 35241  
(205) 490-2224

DRAWN BY:	SDE
REVIEWED BY:	MRR
APPROVED BY:	CBS

ISSUED DATES:

REV	DATE	DESCRIPTION
0	01/17/20	ISSUED FOR REVIEW
1	02/03/20	ISSUED FOR REVIEW
2	02/21/20	ISSUED FOR REVIEW
3	03/03/20	ISSUED FOR CONSTRUCTION

PROFESSIONAL SEAL:



Mar 03, 2020

PROJECT INFORMATION:

**PARKS BRANCH**  
14911055

449 SNOWWHITE LANE  
CORBIN, KY 40701

SHEET TITLE:

**500' RADIUS &  
ABUTTERS MAP**

SHEET NUMBER:

**S1**

**OVERALL SITE PLAN**  
11x17 SCALE: 1" = 160'-0"  
22x34 SCALE: 1" = 80'-0"

THIS PLAN IS BASED ON INFORMATION PROVIDED BY AT&T AND SITE SURVEY BY POINT TO POINT LAND SURVEYORS DATED: 09/23/19. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

PREPARED FOR:



462 S. 4TH STREET, SUITE 2400  
LOUISVILLE, KY 40202

PREPARED BY:



1975 ASBURY ROAD  
BIRMINGHAM, AL 35241  
(205) 990-2224

DRAWN BY: SDE

REVIEWED BY: MRR

APPROVED BY: CBS

ISSUED DATES:

REV	DATE	DESCRIPTION
0	01/17/20	ISSUED FOR REVIEW
1	02/03/20	ISSUED FOR REVIEW
2	02/21/20	ISSUED FOR REVIEW
3	03/03/20	ISSUED FOR CONSTRUCTION

PROFESSIONAL SEAL:



Mar 03, 2020

PROJECT INFORMATION:

**PARKS BRANCH**  
14911055

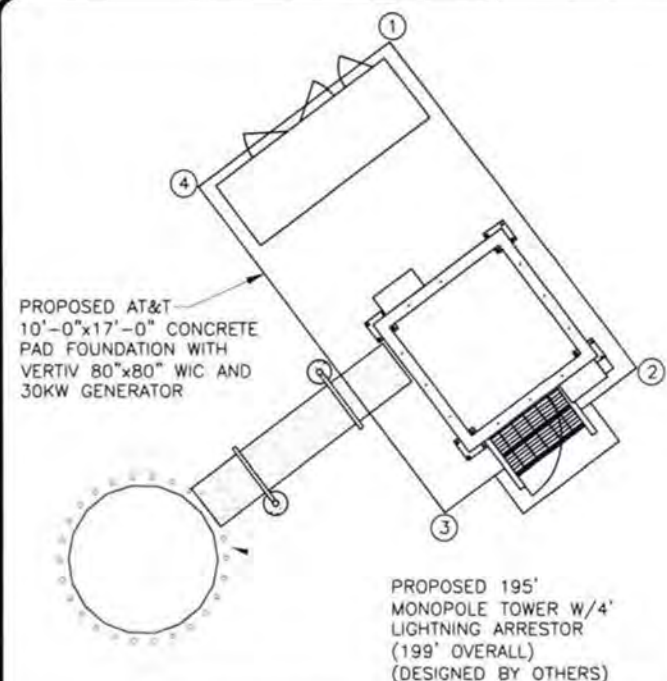
449 SNOWWHITE LANE  
CORBIN, KY 40701

SHEET TITLE:

**OVERALL SITE PLAN**

SHEET NUMBER:

C1



PROPERTY LINE	EQUIPMENT PAD TO PROPERTY LINE DISTANCE			
	CORNER 1	CORNER 2	CORNER 3	CORNER 4
A	51'-1"±	65'-8"±	70'-10"±	56'-3"±
B	463'-3"±	456'-11"±	466'-2"±	472'-7"±
C	303'-2"±	287'-5"±	283'-9"±	299'-6"±
D	242'-3"±	251'-0"±	242'-7"±	233'-7"±

ENLARGED EQUIPMENT PLAN  
NOT TO SCALE

NOTE: TOWER DESIGN DRAWINGS NOT AVAILABLE AT TIME OF CONSTRUCTION DRAWINGS.

PROPERTY LINE	TOWER TO PROPERTY LINE DISTANCE
	☉ TOWER
A	71'-5"±
B	478'-10"±
C	285'-2"±
D	229'-11"±
NEAREST RESIDENCE	309'-2"±

PROPOSED 100'x100' LEASE AREA  
☉ OF PROPOSED 195' MONOPOLE TOWER (199' OVERALL) (DESIGNED BY OTHERS)

N/F REBECCA L DANIEL  
PID: 101-00-00-106.00  
DB 399 PG 256

N/F WILLIAM T DANIEL & REBECCA DANIEL  
PID: 101-00-00-105.00  
DB 336 PG 162

EXISTING NEAREST RESIDENCE

N/F KENNETH & JUDY PHELPS  
PID: 101-00-00-077.00  
DB 314 PG 324

N/F MARK PHELPS  
PID: 101-00-00-077.02  
DB 516 PG 670

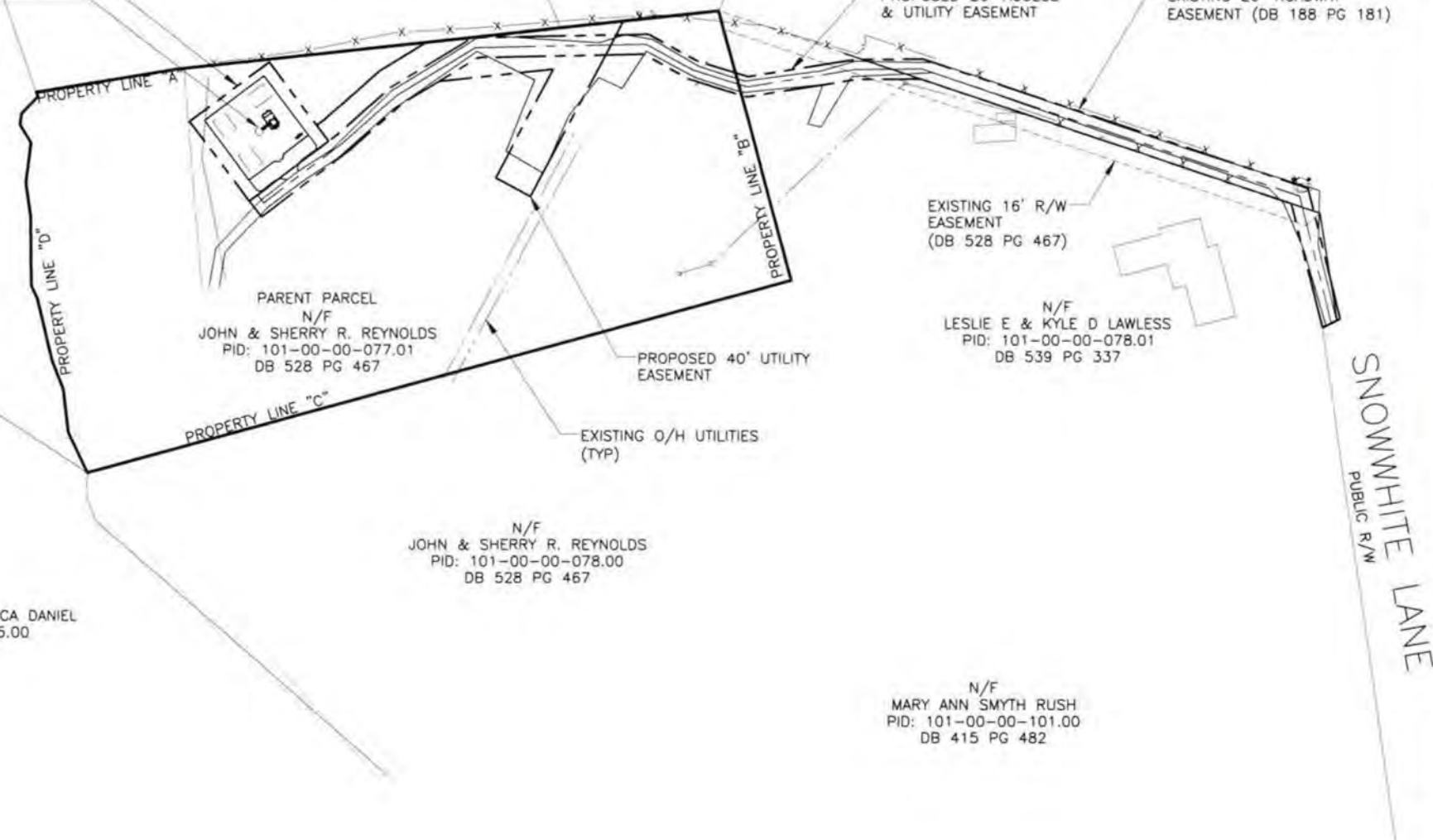
N/F JOHNNY LEE FARRIS & ELLA MAE FARRIS WITH A LIFE ESTATE  
PID: 101-00-00-077.03  
DB 397 PG 331

PARENT PARCEL  
N/F JOHN & SHERRY R. REYNOLDS  
PID: 101-00-00-077.01  
DB 528 PG 467

N/F JOHN & SHERRY R. REYNOLDS  
PID: 101-00-00-078.00  
DB 528 PG 467

N/F LESLIE E & KYLE D LAWLESS  
PID: 101-00-00-078.01  
DB 539 PG 337

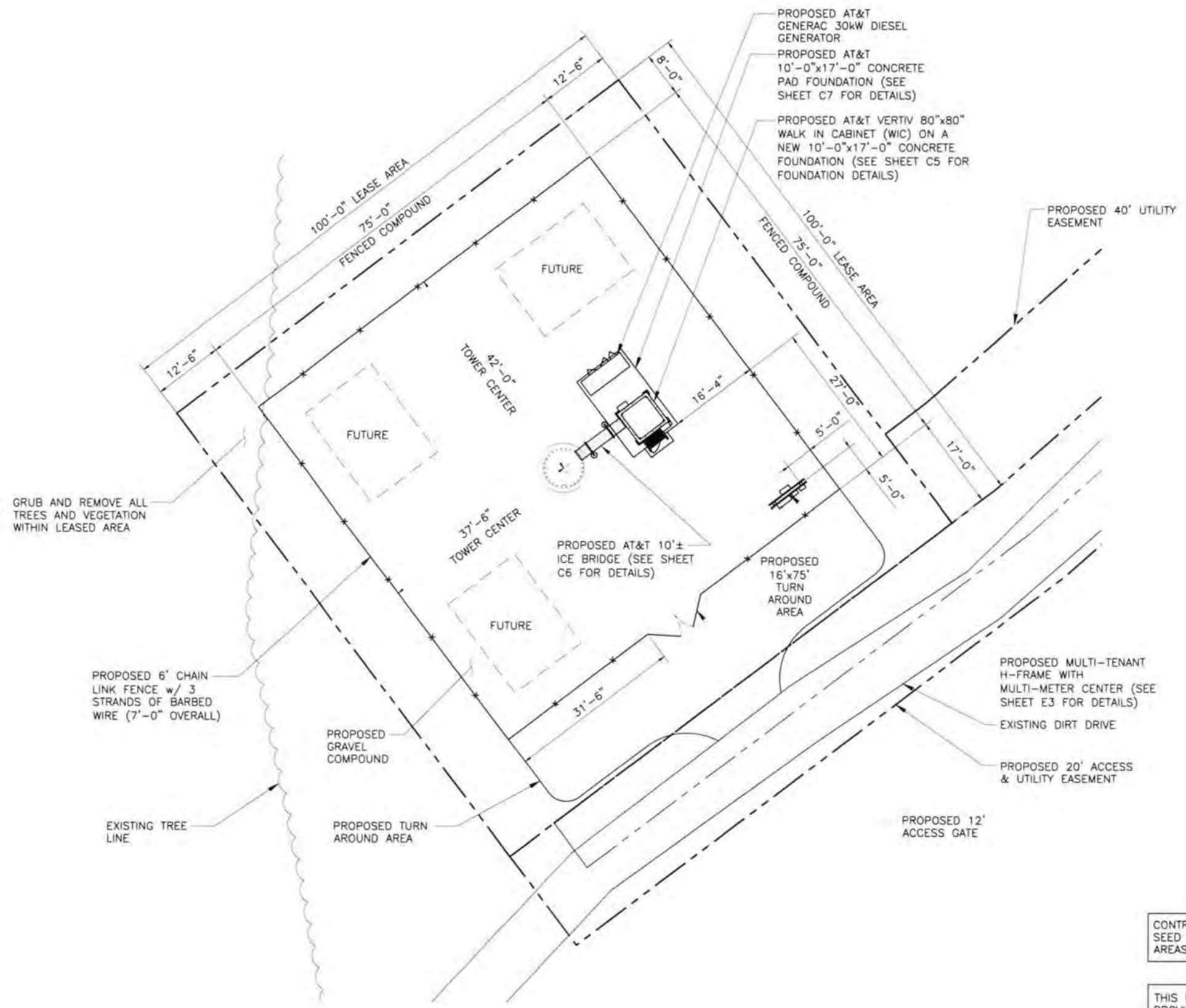
N/F MARY ANN SMYTH RUSH  
PID: 101-00-00-101.00  
DB 415 PG 482



OVERALL SITE PLAN  
11x17 SCALE: 1" = 160'-0"  
22x34 SCALE: 1" = 80'-0"

THIS PLAN IS BASED ON INFORMATION PROVIDED BY AT&T AND SITE SURVEY BY POINT TO POINT LAND SURVEYORS DATED: 09/23/19. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

NOTE: TOWER DESIGN DRAWINGS NOT AVAILABLE AT TIME OF CONSTRUCTION DRAWINGS.



**ENLARGED SITE PLAN**  
 11x17 SCALE: 3/64" = 1'-0"  
 22x34 SCALE: 3/32" = 1'-0"

CONTRACTOR SHALL APPLY GRASS SEED AND MULCH TO DISTURBED AREAS AFFECTED BY CONSTRUCTION.


THIS PLAN IS BASED ON INFORMATION PROVIDED BY AT&T AND SITE SURVEY BY POINT TO POINT LAND SURVEYORS DATED: 09/23/19. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

PREPARED FOR:



482 S. 4TH STREET, SUITE 2400  
 LOUISVILLE, KY 40202

PREPARED BY:




3975 ASBURY ROAD  
 BIRMINGHAM, AL 35243  
 (205) 490-2234

DRAWN BY:	SDE
REVIEWED BY:	MRR
APPROVED BY:	CBS

ISSUED DATES:

REV	DATE	DESCRIPTION
0	01/17/20	ISSUED FOR REVIEW
1	02/03/20	ISSUED FOR REVIEW
2	02/21/20	ISSUED FOR REVIEW
3	03/03/20	ISSUED FOR CONSTRUCTION

PROFESSIONAL SEAL:



Mar 03, 2020

PROJECT INFORMATION:

**PARKS BRANCH**  
 14911055

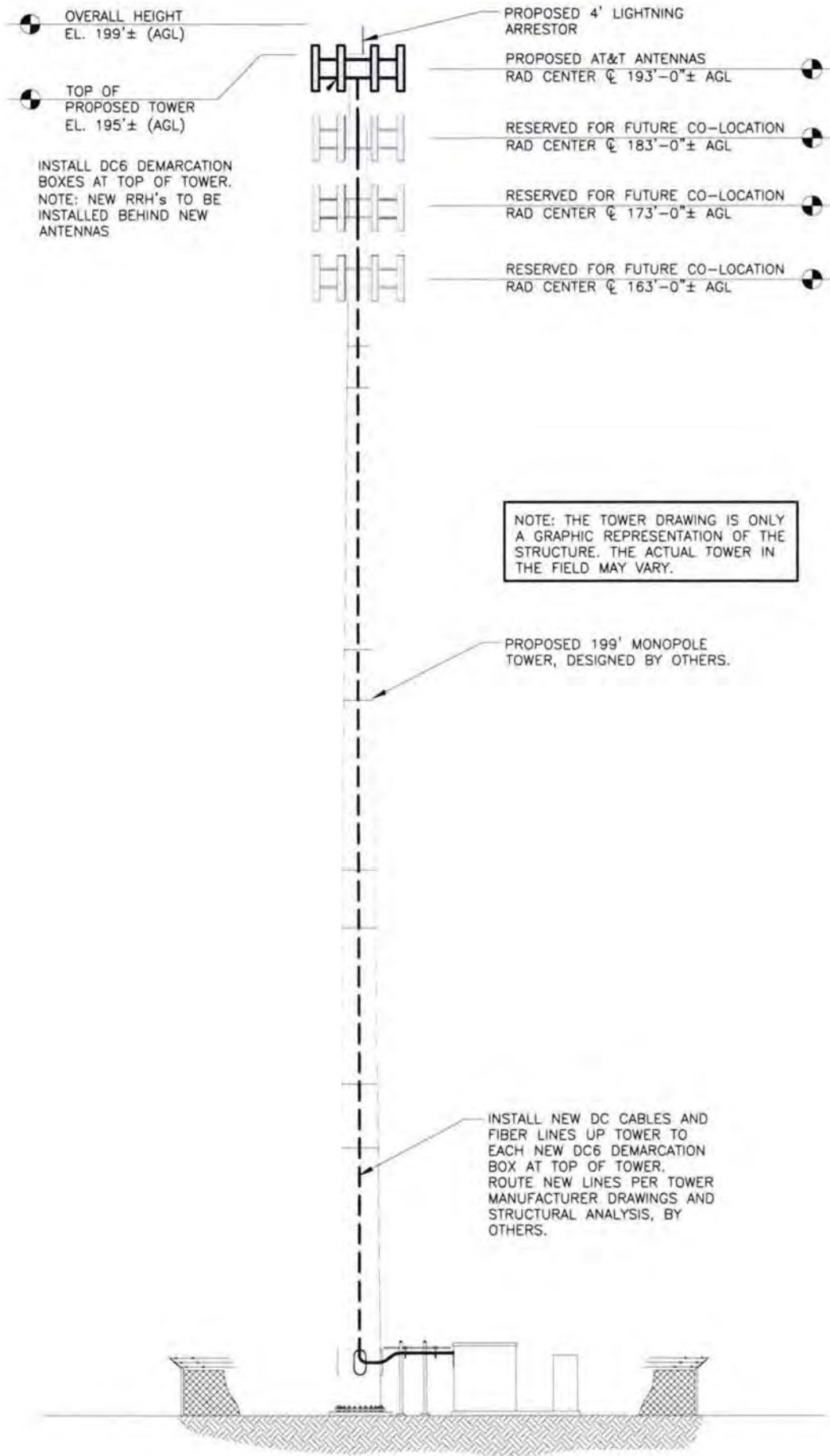
449 SNOWWHITE LANE  
 CORBIN, KY 40701

SHEET TITLE:

**ENLARGED SITE PLAN**

SHEET NUMBER:

**C2**



TOWER ELEVATION  
NOT TO SCALE

GENERAL NOTES:

1. THE PROPOSED TOWER, FOUNDATION, ANTENNA MOUNTS, AND ANTENNAS WERE DESIGNED BY OTHERS.
2. THE TOWER ELEVATION SHOWN IS FOR REFERENCE ONLY.
3. CONTRACTOR TO FIELD VERIFY ANTENNA MOUNT CONFIGURATION WITH AT&T. ALL ANTENNAS AND MOUNTING HARDWARE SHALL CONFORM TO DESIGN REQUIREMENTS PER INTERNATIONAL BUILDING CODE (LATEST EDITION) AND E11/TIA-222-G STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES, BASIC SPEED AS LISTED IN TOWER DRAWINGS.
4. SEE TOWER MANUFACTURERS DRAWINGS FOR TOWER AND FOUNDATION DETAILS AND SPECIFICATIONS.
5. MANUFACTURERS DRAWINGS SUPERCEDE A&E DRAWINGS.
6. SEE RFDS AND PLUMBING DIAGRAMS PROVIDED BY AT&T FOR ANTENNA, CABLING, AND EQUIPMENT INFORMATION.

PREPARED FOR:



462 S. 4TH STREET, SUITE 2400  
LOUISVILLE, KY 40202

PREPARED BY:



1975 ASBURY ROAD  
BIRMINGHAM, AL 35243  
(205) 490-2224

DRAWN BY:	SDE
REVIEWED BY:	MRR
APPROVED BY:	CBS

ISSUED DATES:

REV	DATE	DESCRIPTION
0	01/17/20	ISSUED FOR REVIEW
1	02/03/20	ISSUED FOR REVIEW
2	02/21/20	ISSUED FOR REVIEW
3	03/03/20	ISSUED FOR CONSTRUCTION

PROFESSIONAL SEAL:



Mar 03, 2020

PROJECT INFORMATION:

PARKS BRANCH  
14911055

449 SNOWWHITE LANE  
CORBIN, KY 40701

SHEET TITLE:

TOWER  
ELEVATION

SHEET NUMBER:

C3



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



May 27<sup>th</sup>, 2020

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

RE: Site Name – Parks Branch  
Proposed Cell Tower  
36 56 30.34 North Latitude, 84 09 02.92 West Longitude

Dear Commissioners:

The Project / Construction Manager for the proposed new communications facility will be Sean Sheehan. His contact information is (610) 312-1001 or [sean.sheehan@mastec.com](mailto:sean.sheehan@mastec.com)

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

Thank you,

A handwritten signature in black ink, appearing to read "S. Sheehan".

Sean Sheehan, Sr. Project Manager – Tennessee/Kentucky Market  
MasTec Network Solutions  
(610) 312-1001



**Structural Design Report**  
195' Monopole  
Site: Parks Branch, KY  
Site Number: FA# 14911055

Prepared for: AT&T  
by: Sabre Industries™

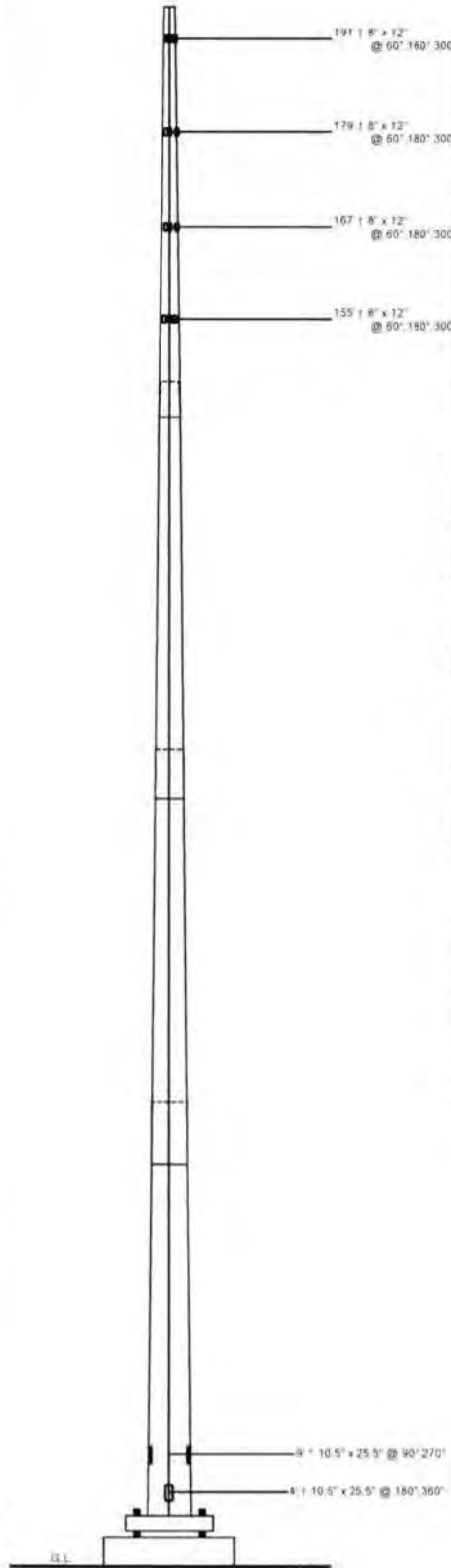
Job Number: 461254

June 12, 2020

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Length (ft)	53'-3"	53'-6"	53'-6"	52'-6"
Number Of Sides	18			
Thickness (in)	1/2"	7/16"	6" - 3"	5/16"
Lap Splice (ft)	8' - 0"			A
Top Diameter (in)	54.05"	42.5"	30.48"	18"
Bottom Diameter (in)	68.59"	57.11"	45.08"	32.33"
Taper (in/ft)			0.273	
Grade			A572-65	
Weight (lbs)	20814	13231	10008	5061
Overall Steel Height (ft)				194



### 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-H

Wind Speed (No Ice)	105 mph
Wind Speed (Ice)	30 mph
Design Ice Thickness	1.50 in
Risk Category	II
Exposure Category	C
Topographic Factor Procedure	Method 1 (Simplified)
Topographic Category	1
Ground Elevation	1139 ft

### Load Case Reactions

Description	Axial (kips)	Shear (kips)	Moment (ft-k)	Deflection (ft)	Sway (deg)
3s Gusted Wind	90.2	51.8	8416.59	18.59	11.81
3s Gusted Wind 0.9 Dead	67.64	51.91	8227.27	18.01	11.39
3s Gusted Wind/Ice	139.65	9.86	1794.19	4.25	2.66
Service Loads	75.19	15.13	2448.12	5.55	3.47

### Base Plate Dimensions

Shape	Diameter	Thickness	Bolt Circle	Bolt Qty	Bolt Diameter
Round	81.75"	2.5"	76"	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' - 6"

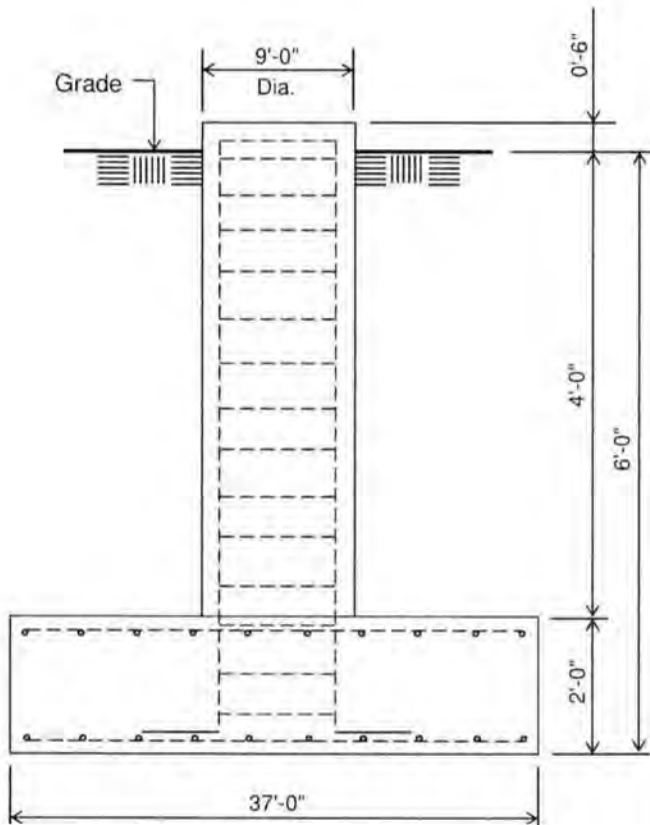
### Notes

- 1) Antenna Feed Lines Run Inside Pole
- 2) All dimensions are above ground level, unless otherwise specified.
- 3) Weights shown are estimates. Final weights may vary.
- 4) 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: 99.2%

 <p><b>Sabre Industries</b> 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone: (712) 258-6690 Fax: (712) 279-0814</p>	<p>Job: 461254</p> <p>Customer: AT&amp;T</p> <p>Site Name: Parks Branch, KY FA# 14911055</p> <p>Description: 195' Monopole</p> <p>Date: 6/12/2020</p>
	<p>By: REB</p>

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**Customer: AT&T**  
**Site: Parks Branch, KY FA# 14911055**  
195' Monopole



**ELEVATION VIEW**  
(112.01 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 318-14.
- 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 Delta Oaks Group project no. GEO20-06412-08, dated: 6/3/20.
- 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 bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

Rebar Schedule for Pad and Pier	
Pier	(58) #10 vertical rebar w/ hooks at bottom w/ #5 ties, (2) within top 5" of pier, then 4" C/C
Pad	(62) #10 horizontal rebar evenly spaced each way top and bottom (248 total)

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(USA 222-H) - Monopole Spatial Analysis (c)2017 Guymast Inc.

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195' Monopole / Parks Branch, KY

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

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POLE GEOMETRY

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ELEV ft	SECTION NAME	No. SIDE	OUTSIDE DIAM in	THICK -NESS in	RESISTANCES ♦*Pn ♦*Mn kip ft-kip	SPLICE TYPE	...OVERLAP... LENGTH ft	RATIO	w/t
194.0	A	18	18.28	0.312	1303.4 469.8				9.1
146.0	A/B	18	31.57	0.312	2253.5 1423.6	SLIP	4.50	1.70	
141.5	B	18	32.21	0.438	3227.0 2063.9				11.9
98.7	B/C	18	44.03	0.438	4391.2 3868.5	SLIP	6.25	1.70	
92.5	C	18	44.90	0.438	4456.7 4005.5				17.0
53.2	C/D	18	55.76	0.438	5199.7 5825.2	SLIP	8.00	1.71	
45.2	D	18	57.12	0.500	6290.5 7205.3				19.0
0.0			69.64	0.500	7185.110067.7				

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POLE ASSEMBLY

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SECTION NAME	BASE ELEV ft	BOLTS NUMBER	AT BASE TYPE	OF SECTION DIAM in	STRENGTH ksi	THREADS IN SHEAR PLANE	CALC BASE ELEV ft
A	141.500	0	A325	0.00	92.0	0	141.500
B	92.500	0	A325	0.00	92.0	0	92.500
C	45.250	0	A325	0.00	92.0	0	45.250
D	0.000	0	A325	0.00	92.0	0	0.000

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POLE SECTIONS

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SECTION NAME	No. of SIDES	LENGTH ft	OUTSIDE DIAMETER BOT in	TOP in	BEND RAD in	MAT- ERIAL ID	FLANGE ID BOT	TOP	FLANGE WELD GROUP ID BOT	TOP
A	18	52.50	32.83	18.28	0.625	1	0	0	0	0
B	18	53.50	45.78	30.95	0.625	2	0	0	0	0
C	18	53.50	57.99	43.16	0.625	3	0	0	0	0
D	18	53.25	69.64	54.88	0.625	4	0	0	0	0

\* - Diameter of circumscribed circle

## MATERIAL TYPES

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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	32.83	0.31	0.312	0.312	0.00	0.0
PL	2	1	0.0	45.78	0.44	0.438	0.438	0.00	0.0
PL	3	1	0.0	57.99	0.44	0.438	0.438	0.00	0.0
PL	4	1	0.0	69.65	0.50	0.500	0.500	0.00	0.0

&amp; - With respect to vertical

## MATERIAL PROPERTIES

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

\* Only 3 condition(s) shown in full

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

## LOADING CONDITION A

105 mph wind with no ice. Wind Azimuth: 0\*

## LOADS ON POLE

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LOAD TYPE	ELEV ft	APPLY.. RADIUS ft	LOAD.. AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	192.500	0.00	0.0	0.0	0.0150	0.0084	0.0000	0.0000
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	11.4365	7.2000	0.0000	0.0000
C	185.000	0.00	0.0	0.0	0.0298	0.0168	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	8.4901	4.8366	0.0000	0.0000
C	175.000	0.00	0.0	0.0	0.0294	0.0168	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	8.3684	4.8366	0.0000	0.0000
C	165.000	0.00	0.0	0.0	0.0291	0.0168	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	8.2396	4.8366	0.0000	0.0000
C	155.000	0.00	0.0	0.0	0.0287	0.0168	0.0000	0.0000
C	145.000	0.00	0.0	0.0	0.0283	0.0168	0.0000	0.0000
C	135.000	0.00	0.0	0.0	0.0279	0.0168	0.0000	0.0000
C	125.000	0.00	0.0	0.0	0.0274	0.0168	0.0000	0.0000
C	115.000	0.00	0.0	0.0	0.0269	0.0168	0.0000	0.0000
C	105.000	0.00	0.0	0.0	0.0264	0.0168	0.0000	0.0000
C	95.000	0.00	0.0	0.0	0.0259	0.0168	0.0000	0.0000
C	85.000	0.00	0.0	0.0	0.0253	0.0168	0.0000	0.0000
C	75.000	0.00	0.0	0.0	0.0246	0.0168	0.0000	0.0000
C	65.000	0.00	0.0	0.0	0.0239	0.0168	0.0000	0.0000
C	55.000	0.00	0.0	0.0	0.0231	0.0168	0.0000	0.0000
C	45.000	0.00	0.0	0.0	0.0221	0.0168	0.0000	0.0000
C	35.000	0.00	0.0	0.0	0.0210	0.0168	0.0000	0.0000
C	25.000	0.00	0.0	0.0	0.0195	0.0168	0.0000	0.0000
C	15.000	0.00	0.0	0.0	0.0176	0.0168	0.0000	0.0000

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D	194.000	0.00	180.0	0.0	0.0440	0.0807	0.0000	0.0000
D	178.000	0.00	180.0	0.0	0.0440	0.0807	0.0000	0.0000
D	178.000	0.00	180.0	0.0	0.0525	0.0982	0.0000	0.0000
D	162.000	0.00	180.0	0.0	0.0525	0.0982	0.0000	0.0000
D	162.000	0.00	180.0	0.0	0.0606	0.1157	0.0000	0.0000
D	146.000	0.00	180.0	0.0	0.0606	0.1157	0.0000	0.0000
D	146.000	0.00	180.0	0.0	0.0655	0.3012	0.0000	0.0000
D	141.500	0.00	180.0	0.0	0.0655	0.3012	0.0000	0.0000
D	141.500	0.00	180.0	0.0	0.0685	0.1886	0.0000	0.0000
D	127.250	0.00	180.0	0.0	0.0685	0.1886	0.0000	0.0000
D	127.250	0.00	180.0	0.0	0.0746	0.2104	0.0000	0.0000
D	113.000	0.00	180.0	0.0	0.0746	0.2104	0.0000	0.0000
D	113.000	0.00	180.0	0.0	0.0802	0.2322	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0802	0.2322	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0839	0.4916	0.0000	0.0000
D	92.500	0.00	180.0	0.0	0.0839	0.4916	0.0000	0.0000
D	92.500	0.00	180.0	0.0	0.0853	0.2585	0.0000	0.0000
D	79.417	0.00	180.0	0.0	0.0853	0.2585	0.0000	0.0000
D	79.417	0.00	180.0	0.0	0.0888	0.2786	0.0000	0.0000
D	66.333	0.00	180.0	0.0	0.0888	0.2786	0.0000	0.0000
D	66.333	0.00	180.0	0.0	0.0914	0.2987	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0914	0.2987	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0925	0.6693	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.0925	0.6693	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.0913	0.3714	0.0000	0.0000
D	33.937	0.00	180.0	0.0	0.0913	0.3714	0.0000	0.0000
D	33.937	0.00	180.0	0.0	0.0888	0.3912	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0851	0.4310	0.0000	0.0000

LOADING CONDITION M

105 mph wind with no ice. Wind Azimuth: 0

LOADS ON POLE

LOAD TYPE	ELEV ft	APPLY. RADIUS ft	LOAD. AZI	AT AZI	FORCES		MOMENTS	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	192.500	0.00	0.0	0.0	0.0150	0.0063	0.0000	0.0000
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	11.4365	5.4000	0.0000	0.0000
C	185.000	0.00	0.0	0.0	0.0298	0.0126	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	8.4901	3.6274	0.0000	0.0000
C	175.000	0.00	0.0	0.0	0.0294	0.0126	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	8.3684	3.6274	0.0000	0.0000
C	165.000	0.00	0.0	0.0	0.0291	0.0126	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	8.2396	3.6274	0.0000	0.0000
C	155.000	0.00	0.0	0.0	0.0287	0.0126	0.0000	0.0000
C	145.000	0.00	0.0	0.0	0.0283	0.0126	0.0000	0.0000
C	135.000	0.00	0.0	0.0	0.0279	0.0126	0.0000	0.0000
C	125.000	0.00	0.0	0.0	0.0274	0.0126	0.0000	0.0000
C	115.000	0.00	0.0	0.0	0.0269	0.0126	0.0000	0.0000
C	105.000	0.00	0.0	0.0	0.0264	0.0126	0.0000	0.0000
C	95.000	0.00	0.0	0.0	0.0259	0.0126	0.0000	0.0000
C	85.000	0.00	0.0	0.0	0.0253	0.0126	0.0000	0.0000
C	75.000	0.00	0.0	0.0	0.0246	0.0126	0.0000	0.0000
C	65.000	0.00	0.0	0.0	0.0239	0.0126	0.0000	0.0000
C	55.000	0.00	0.0	0.0	0.0231	0.0126	0.0000	0.0000
C	45.000	0.00	0.0	0.0	0.0221	0.0126	0.0000	0.0000
C	35.000	0.00	0.0	0.0	0.0210	0.0126	0.0000	0.0000
C	25.000	0.00	0.0	0.0	0.0195	0.0126	0.0000	0.0000
C	15.000	0.00	0.0	0.0	0.0176	0.0126	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0440	0.0606	0.0000	0.0000
D	178.000	0.00	180.0	0.0	0.0440	0.0606	0.0000	0.0000
D	178.000	0.00	180.0	0.0	0.0525	0.0737	0.0000	0.0000
D	162.000	0.00	180.0	0.0	0.0525	0.0737	0.0000	0.0000
D	162.000	0.00	180.0	0.0	0.0606	0.0868	0.0000	0.0000
D	146.000	0.00	180.0	0.0	0.0606	0.0868	0.0000	0.0000
D	146.000	0.00	180.0	0.0	0.0655	0.2259	0.0000	0.0000



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D	141.500	0.00	180.0	0.0	0.0655	0.2259	0.0000	0.0000
D	141.500	0.00	180.0	0.0	0.0685	0.1415	0.0000	0.0000
D	127.250	0.00	180.0	0.0	0.0685	0.1415	0.0000	0.0000
D	127.250	0.00	180.0	0.0	0.0746	0.1578	0.0000	0.0000
D	113.000	0.00	180.0	0.0	0.0746	0.1578	0.0000	0.0000
D	113.000	0.00	180.0	0.0	0.0802	0.1742	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0802	0.1742	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0839	0.3687	0.0000	0.0000
D	92.500	0.00	180.0	0.0	0.0839	0.3687	0.0000	0.0000
D	92.500	0.00	180.0	0.0	0.0853	0.1939	0.0000	0.0000
D	79.417	0.00	180.0	0.0	0.0853	0.1939	0.0000	0.0000
D	79.417	0.00	180.0	0.0	0.0888	0.2090	0.0000	0.0000
D	66.333	0.00	180.0	0.0	0.0888	0.2090	0.0000	0.0000
D	66.333	0.00	180.0	0.0	0.0914	0.2240	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0914	0.2240	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0925	0.5020	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.0925	0.5020	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.0913	0.2785	0.0000	0.0000
D	33.937	0.00	180.0	0.0	0.0913	0.2785	0.0000	0.0000
D	33.937	0.00	180.0	0.0	0.0888	0.2934	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0851	0.3232	0.0000	0.0000

LOADING CONDITION Y

30 mph wind with 1.5 ice. Wind Azimuth: 0

LOADS ON POLE

LOAD TYPE	ELEV ft	APPLY.. RADIUS ft	LOAD..AT AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	192.500	0.00	0.0	0.0	0.0099	0.0204	0.0000	0.0000
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	1.6068	17.9386	0.0000	0.0000
C	185.000	0.00	0.0	0.0	0.0195	0.0288	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	1.9247	11.9498	0.0000	0.0000
C	175.000	0.00	0.0	0.0	0.0192	0.0288	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	1.8888	11.9012	0.0000	0.0000
C	165.000	0.00	0.0	0.0	0.0189	0.0288	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	1.8510	11.8494	0.0000	0.0000
C	155.000	0.00	0.0	0.0	0.0185	0.0288	0.0000	0.0000
C	145.000	0.00	0.0	0.0	0.0181	0.0288	0.0000	0.0000
C	135.000	0.00	0.0	0.0	0.0178	0.0288	0.0000	0.0000
C	125.000	0.00	0.0	0.0	0.0174	0.0288	0.0000	0.0000
C	115.000	0.00	0.0	0.0	0.0169	0.0288	0.0000	0.0000
C	105.000	0.00	0.0	0.0	0.0165	0.0288	0.0000	0.0000
C	95.000	0.00	0.0	0.0	0.0160	0.0288	0.0000	0.0000
C	85.000	0.00	0.0	0.0	0.0155	0.0288	0.0000	0.0000
C	75.000	0.00	0.0	0.0	0.0149	0.0288	0.0000	0.0000
C	65.000	0.00	0.0	0.0	0.0143	0.0288	0.0000	0.0000
C	55.000	0.00	0.0	0.0	0.0136	0.0288	0.0000	0.0000
C	45.000	0.00	0.0	0.0	0.0128	0.0288	0.0000	0.0000
C	35.000	0.00	0.0	0.0	0.0119	0.0288	0.0000	0.0000
C	25.000	0.00	0.0	0.0	0.0108	0.0288	0.0000	0.0000
C	15.000	0.00	0.0	0.0	0.0093	0.0288	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0074	0.1293	0.0000	0.0000
D	178.000	0.00	180.0	0.0	0.0074	0.1293	0.0000	0.0000
D	178.000	0.00	180.0	0.0	0.0085	0.1559	0.0000	0.0000
D	162.000	0.00	180.0	0.0	0.0085	0.1559	0.0000	0.0000
D	162.000	0.00	180.0	0.0	0.0097	0.1823	0.0000	0.0000
D	146.000	0.00	180.0	0.0	0.0097	0.1823	0.0000	0.0000
D	146.000	0.00	180.0	0.0	0.0103	0.3733	0.0000	0.0000
D	141.500	0.00	180.0	0.0	0.0103	0.3733	0.0000	0.0000
D	141.500	0.00	180.0	0.0	0.0107	0.2644	0.0000	0.0000
D	127.250	0.00	180.0	0.0	0.0107	0.2644	0.0000	0.0000
D	127.250	0.00	180.0	0.0	0.0116	0.2936	0.0000	0.0000
D	113.000	0.00	180.0	0.0	0.0116	0.2936	0.0000	0.0000
D	113.000	0.00	180.0	0.0	0.0124	0.3224	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0124	0.3224	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0128	0.5867	0.0000	0.0000

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D	92.500	0.00	180.0	0.0	0.0128	0.5867	0.0000
D	92.500	0.00	180.0	0.0	0.0130	0.3562	0.0000
D	79.417	0.00	180.0	0.0	0.0130	0.3562	0.0000
D	79.417	0.00	180.0	0.0	0.0135	0.3818	0.0000
D	66.333	0.00	180.0	0.0	0.0135	0.3818	0.0000
D	66.333	0.00	180.0	0.0	0.0138	0.4069	0.0000
D	53.250	0.00	180.0	0.0	0.0138	0.4069	0.0000
D	53.250	0.00	180.0	0.0	0.0139	0.7810	0.0000
D	45.250	0.00	180.0	0.0	0.0139	0.7810	0.0000
D	45.250	0.00	180.0	0.0	0.0138	0.4844	0.0000
D	11.312	0.00	180.0	0.0	0.0127	0.5259	0.0000
D	11.312	0.00	180.0	0.0	0.0127	0.5392	0.0000
D	0.000	0.00	180.0	0.0	0.0127	0.5392	0.0000

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195' Monopole / Parks Branch, KY

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

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MAST ELEV ft	DEFLECTIONS (ft)			ROTATIONS (deg)		
	HORIZONTAL ALONG	ACROSS	DOWN	TILT ALONG	ACROSS	TWIST
194.0	18.59I	-0.04I	2.64I	11.81I	-0.02I	0.00E
178.0	15.45I	-0.04I	2.00I	11.47I	-0.02I	0.00E
162.0	12.49I	-0.03I	1.43I	10.46I	-0.02I	0.00E
146.0	9.84I	-0.03I	0.98I	9.00I	-0.02I	0.00E
141.5	9.16I	-0.02I	0.87I	8.66I	-0.02I	0.00E
127.2	7.19I	-0.02I	0.59I	7.52I	-0.02I	0.00E
113.0	5.49I	-0.02I	0.39I	6.40I	-0.02I	0.00E
98.7	4.04I	-0.01I	0.24I	5.35I	-0.01I	0.00E
92.5	3.49I	0.01R	0.19I	4.91I	-0.01I	0.00E
79.4	2.48I	0.01R	0.11I	3.99I	-0.01I	0.00E
66.3	1.67I	0.01R	0.06I	3.14I	0.01R	0.00E
53.2	1.04I	0.00R	0.03I	2.36I	0.01R	0.00E
45.2	0.74I	0.00R	0.02I	1.97I	0.01R	0.00E
33.9	0.41I	0.00R	0.01I	1.43I	0.00R	0.00E
22.6	0.18I	0.00R	0.00I	0.92I	0.00R	0.00E
11.3	0.04I	0.00R	0.00AA	0.44I	0.00R	0.00E
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A

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

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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	

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194.0	-0.01 U	0.00 H	0.00 K	0.01 H	0.00 K	0.00 R
	40.36 AA	20.67 H	0.00 K	-212.81 K	-0.05 C	0.05 E
178.0	40.36 AA	20.67 A	0.00 U	-212.81 L	0.04 E	0.05 E
	58.59 AG	29.92 A	0.00 U	-663.07 K	0.19 E	-0.15 R
162.0	58.59 AA	29.93 N	0.01 O	-663.06 K	0.20 E	-0.15 R
	76.88 AA	39.15 N	0.01 O	-1316.42 K	-0.31 C	-0.30 R
146.0	76.89 AB	39.38 N	0.11 N	-1317.20 K	0.40 I	-0.33 R
	78.59 AB	39.70 N	0.11 N	-1518.31 L	0.69 Q	-0.35 R
141.5	78.60 AA	39.61 H	-0.16 I	-1518.40 L	0.88 Q	-0.37 R
	82.39 AA	40.61 H	-0.16 I	-2166.55 H	2.96 I	-0.59 C
127.2	82.39 AA	40.69 I	-0.20 I	-2166.51 H	2.94 I	0.59 E
	86.63 AA	41.80 I	-0.20 I	-2825.98 I	5.95 I	0.90 E
113.0	86.63 AA	41.78 I	-0.20 I	-2825.94 I	5.95 I	0.90 E
	91.25 AA	42.94 I	-0.20 I	-3496.54 I	8.90 I	1.19 E
98.7	91.26 AA	42.95 Q	0.22 R	-3496.19 I	8.86 I	1.19 E
	94.95 AA	43.50 Q	0.22 R	-3794.09 I	9.95 I	1.29 E
92.5	94.95 AA	43.52 Q	0.27 R	-3793.92 I	9.87 I	1.28 E
	99.64 AA	44.65 Q	0.27 R	-4423.07 I	11.95 I	1.48 E
79.4	99.64 AA	44.63 Q	0.20 R	-4423.07 I	11.91 I	1.48 E
	104.66 AA	45.81 Q	0.20 R	-5060.80 I	13.56 I	1.60 E
66.3	104.66 AA	45.83 Q	0.20 R	-5060.81 I	13.56 I	1.60 E
	110.04 AA	47.07 Q	0.20 R	-5706.48 I	15.67 X	1.70 E
53.2	110.04 AA	47.12 Q	0.22 R	-5706.52 I	15.64 X	1.70 E
	116.29 AA	47.86 Q	0.22 R	-6105.74 I	17.13 X	1.76 E
45.2	116.29 AA	47.86 Q	0.23 R	-6105.68 I	17.12 X	1.76 E
	121.91 AA	48.93 Q	0.23 R	-6676.13 I	-19.51 R	1.83 E
33.9	121.91 AA	48.95 Q	0.22 R	-6676.14 I	-19.52 R	1.83 E
	127.65 AA	49.96 Q	0.22 R	-7251.87 I	-22.04 R	1.88 E
22.6	127.65 AA	49.95 Q	0.23 R	-7251.88 I	-22.03 R	1.88 E
	133.55 AA	50.95 Q	0.23 R	-7832.36 I	-24.65 R	1.90 E
11.3	133.55 AA	50.94 Q	0.22 R	-7832.36 I	-24.64 R	1.90 E
	139.65 AA	51.91 Q	0.22 R	-8416.59 I	-27.19 R	1.91 E
-----						
base	139.65 AA	-51.91 Q	-0.22 R	8416.59 I	27.19 R	-1.91 E
reaction						
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COMPLIANCE WITH 4.8.2 & 4.5.4

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ELEV	AXIAL	BENDING	SHEAR +	TOTAL SATISFIED	D/t(w/t)	MAX	
ft			TORSIONAL			ALLOWED	
194.00	0.00U	0.00H	0.00H	0.00H	YES	9.10A	45.2

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178.00	0.02AA	0.29K	0.03H	0.30K	YES	11.56A	45.2
	0.02AA	0.29L	0.03A	0.30L	YES	11.56A	45.2
162.00	0.03AG	0.63K	0.03A	0.65K	YES	14.03A	45.2
	0.03AA	0.63K	0.03N	0.65K	YES	14.03A	45.2
146.00	0.03AA	0.92K	0.03N	0.94K	YES	16.49A	45.2
	0.02AB	0.66K	0.02N	0.68K	YES	11.68A	45.2
141.50	0.02AB	0.71L	0.02N	0.72L	YES	12.17A	45.2
	0.02AA	0.74L	0.02H	0.75L	YES	11.92A	45.2
127.25	0.02AA	0.83H	0.02H	0.84H	YES	13.49A	45.2
	0.02AA	0.83H	0.02I	0.84H	YES	13.49A	45.2
113.00	0.02AA	0.88I	0.02I	0.89I	YES	15.06A	45.2
	0.02AA	0.88I	0.02I	0.89I	YES	15.06A	45.2
98.75	0.02AA	0.90I	0.02I	0.92I	YES	16.63A	45.2
	0.02AA	0.90I	0.02Q	0.92I	YES	16.63A	45.2
92.50	0.02AA	0.92I	0.02Q	0.93I	YES	17.31A	45.2
	0.02AA	0.95I	0.02Q	0.96I	YES	16.96A	45.2
79.42	0.02AA	0.96I	0.02Q	0.98I	YES	18.40A	45.2
	0.02AA	0.96I	0.02Q	0.98I	YES	18.40A	45.2
66.33	0.02AA	0.97I	0.02Q	0.99I	YES	19.84A	45.2
	0.02AA	0.97I	0.02Q	0.99I	YES	19.84A	45.2
53.25	0.02AA	0.98I	0.02Q	0.99I	YES	21.28A	45.2
	0.02AA	0.83I	0.02Q	0.84I	YES	18.58A	45.2
45.25	0.02AA	0.83I	0.02E	0.84I	YES	19.35A	45.2
	0.02AA	0.85I	0.02E	0.86I	YES	19.04A	45.2
33.94	0.02AA	0.85I	0.02E	0.86I	YES	20.13A	45.2
	0.02AA	0.85I	0.02E	0.86I	YES	20.13A	45.2
22.62	0.02AA	0.84I	0.01E	0.85I	YES	21.22A	45.2
	0.02AA	0.84I	0.01E	0.85I	YES	21.22A	45.2
11.31	0.02AA	0.84I	0.01E	0.85I	YES	22.31A	45.2
	0.02AA	0.84I	0.01E	0.85I	YES	22.31A	45.2
0.00	0.02AA	0.84I	0.01E	0.85I	YES	23.39A	45.2

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

DOWN 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	
139.65 AA	51.91 Q	0.22 R	-8416.59 I	-27.19 R	1.91 E

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195' Monopole / Parks Branch, 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	AT AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
						HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	192.500	0.00	0.0	0.0	0.0	0.0044	0.0070	0.0000	0.0000
C	192.000	0.00	0.0	0.0	0.0	0.0000	3.5942	0.0000	0.0000
C	192.000	0.00	0.0	0.0	0.0	3.3413	6.0000	0.0000	0.0000
C	185.000	0.00	0.0	0.0	0.0	0.0087	0.0140	0.0000	0.0000
C	180.000	0.00	0.0	0.0	0.0	0.0000	3.3696	0.0000	0.0000
C	180.000	0.00	0.0	0.0	0.0	2.4805	4.0305	0.0000	0.0000
C	175.000	0.00	0.0	0.0	0.0	0.0086	0.0140	0.0000	0.0000
C	168.000	0.00	0.0	0.0	0.0	0.0000	3.1450	0.0000	0.0000
C	168.000	0.00	0.0	0.0	0.0	2.4449	4.0305	0.0000	0.0000
C	165.000	0.00	0.0	0.0	0.0	0.0085	0.0140	0.0000	0.0000
C	156.000	0.00	0.0	0.0	0.0	0.0000	2.9203	0.0000	0.0000
C	156.000	0.00	0.0	0.0	0.0	2.4073	4.0305	0.0000	0.0000
C	155.000	0.00	0.0	0.0	0.0	0.0084	0.0140	0.0000	0.0000
C	145.000	0.00	0.0	0.0	0.0	0.0083	0.0140	0.0000	0.0000
C	135.000	0.00	0.0	0.0	0.0	0.0081	0.0140	0.0000	0.0000
C	125.000	0.00	0.0	0.0	0.0	0.0080	0.0140	0.0000	0.0000
C	115.000	0.00	0.0	0.0	0.0	0.0079	0.0140	0.0000	0.0000
C	105.000	0.00	0.0	0.0	0.0	0.0077	0.0140	0.0000	0.0000
C	95.000	0.00	0.0	0.0	0.0	0.0076	0.0140	0.0000	0.0000
C	85.000	0.00	0.0	0.0	0.0	0.0074	0.0140	0.0000	0.0000
C	75.000	0.00	0.0	0.0	0.0	0.0072	0.0140	0.0000	0.0000
C	65.000	0.00	0.0	0.0	0.0	0.0070	0.0140	0.0000	0.0000
C	55.000	0.00	0.0	0.0	0.0	0.0067	0.0140	0.0000	0.0000
C	45.000	0.00	0.0	0.0	0.0	0.0065	0.0140	0.0000	0.0000
C	35.000	0.00	0.0	0.0	0.0	0.0061	0.0140	0.0000	0.0000
C	25.000	0.00	0.0	0.0	0.0	0.0057	0.0140	0.0000	0.0000
C	15.000	0.00	0.0	0.0	0.0	0.0051	0.0140	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0	0.0128	0.0673	0.0000	0.0000
D	178.000	0.00	180.0	0.0	0.0	0.0128	0.0673	0.0000	0.0000
D	178.000	0.00	180.0	0.0	0.0	0.0153	0.0818	0.0000	0.0000
D	162.000	0.00	180.0	0.0	0.0	0.0153	0.0818	0.0000	0.0000
D	162.000	0.00	180.0	0.0	0.0	0.0177	0.0964	0.0000	0.0000
D	146.000	0.00	180.0	0.0	0.0	0.0177	0.0964	0.0000	0.0000
D	146.000	0.00	180.0	0.0	0.0	0.0191	0.2510	0.0000	0.0000
D	141.500	0.00	180.0	0.0	0.0	0.0191	0.2510	0.0000	0.0000
D	141.500	0.00	180.0	0.0	0.0	0.0200	0.1572	0.0000	0.0000
D	127.250	0.00	180.0	0.0	0.0	0.0200	0.1572	0.0000	0.0000
D	127.250	0.00	180.0	0.0	0.0	0.0218	0.1754	0.0000	0.0000
D	113.000	0.00	180.0	0.0	0.0	0.0218	0.1754	0.0000	0.0000
D	113.000	0.00	180.0	0.0	0.0	0.0234	0.1935	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0	0.0234	0.1935	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0	0.0245	0.4097	0.0000	0.0000
D	92.500	0.00	180.0	0.0	0.0	0.0245	0.4097	0.0000	0.0000
D	92.500	0.00	180.0	0.0	0.0	0.0249	0.2154	0.0000	0.0000
D	79.417	0.00	180.0	0.0	0.0	0.0249	0.2154	0.0000	0.0000

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D	79.417	0.00	180.0	0.0	0.0259	0.2322	0.0000
D	66.333	0.00	180.0	0.0	0.0259	0.2322	0.0000
D	66.333	0.00	180.0	0.0	0.0267	0.2489	0.0000
D	53.250	0.00	180.0	0.0	0.0267	0.2489	0.0000
D	53.250	0.00	180.0	0.0	0.0270	0.5578	0.0000
D	45.250	0.00	180.0	0.0	0.0270	0.5578	0.0000
D	45.250	0.00	180.0	0.0	0.0267	0.3095	0.0000
D	33.937	0.00	180.0	0.0	0.0267	0.3095	0.0000
D	33.937	0.00	180.0	0.0	0.0259	0.3260	0.0000
D	0.000	0.00	180.0	0.0	0.0249	0.3591	0.0000

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

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MAST ELEV ft	DEFLECTIONS (ft)			ROTATIONS (deg)		TWIST
	HORIZONTAL ALONG	ACROSS	DOWN	TILT ALONG	ACROSS	
194.0	5.55K	-0.01C	0.24K	3.47K	-0.01C	0.00E
178.0	4.60K	-0.01C	0.18K	3.37K	-0.01C	0.00E
162.0	3.70K	-0.01C	0.13K	3.07K	-0.01C	0.00E
146.0	2.90K	-0.01C	0.09K	2.63K	-0.01C	0.00E
141.5	2.70K	-0.01C	0.08K	2.53K	-0.01C	0.00E
127.2	2.11K	-0.01C	0.05K	2.20K	-0.01C	0.00E
113.0	1.61K	0.00C	0.04K	1.87K	0.00C	0.00E
98.7	1.18K	0.00C	0.02K	1.56K	0.00C	0.00E
92.5	1.02K	0.00C	0.02K	1.43K	0.00C	0.00E
79.4	0.72K	0.00C	0.01K	1.16K	0.00C	0.00E
66.3	0.49K	0.00C	0.01K	0.91K	0.00C	0.00E
53.2	0.30K	0.00C	0.00K	0.69K	0.00C	0.00E
45.2	0.22K	0.00C	0.00K	0.57K	0.00C	0.00C
33.9	0.12K	0.00C	0.00K	0.41K	0.00C	0.00C
22.6	0.05K	0.00C	0.00K	0.27K	0.00C	0.00C
11.3	0.01K	0.00C	0.00K	0.13K	0.00C	0.00C
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A

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

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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 F	0.00 L	0.00 H	0.00 E	0.00 H	0.00 H
178.0	18.09 F	6.04 A	0.00 H	-62.76 F	0.01 F	0.00 F
162.0	18.09 H	6.04 A	0.00 L	-62.76 F	0.01 F	0.00 F
146.0	26.60 H	8.75 A	0.00 L	-195.11 L	0.04 L	0.01 F
146.0	26.60 H	8.75 F	0.00 E	-195.11 L	0.04 F	0.01 F
146.0	35.11 H	11.45 F	0.00 E	-386.33 F	0.09 F	0.03 F
146.0	35.11 L	11.48 L	-0.03 C	-386.39 F	0.13 F	0.03 I
146.0	36.26 L	11.57 L	-0.03 C	-445.25 L	0.14 I	0.03 F

461254

141.5	36.27 F	11.57 I	-0.05 C	-445.20 L	0.14 L	0.03 F
127.2	38.52 F	11.87 I	-0.05 C	-633.66 I	0.67 C	0.05 L
113.0	41.04 F	12.22 K	0.04 E	-825.18 K	1.16 C	0.06 L
98.7	43.81 F	12.56 K	0.04 E	-1019.52 K	1.65 C	0.09 E
92.5	46.38 F	12.71 K	-0.05 C	-1105.68 K	1.95 C	0.10 E
79.4	49.21 F	13.03 K	-0.07 C	-1288.00 K	2.89 C	0.11 E
66.3	52.27 F	13.37 K	-0.07 C	-1472.64 K	3.79 C	0.12 E
53.2	55.55 F	13.74 K	-0.07 C	-1659.76 K	4.73 C	0.13 E
45.2	60.01 F	13.95 K	-0.07 C	-1775.58 K	5.31 C	0.14 E
33.9	63.54 F	14.26 K	-0.07 C	-1941.16 K	6.10 C	-0.15 C
22.6	67.31 F	14.56 K	-0.07 C	-2108.56 K	6.86 C	-0.15 C
11.3	71.19 F	14.85 K	-0.07 C	-2277.60 K	7.65 C	-0.16 C
	75.19 F	15.13 K	-0.07 C	-2448.12 K	8.47 C	-0.16 C
base reaction	75.19 F	-15.13 K	0.07 C	2448.12 K	-8.47 C	0.16 C

COMPLIANCE WITH 4.8.2 & 4.5.4

ELEV ft	AXIAL	BENDING	SHEAR + TORSIONAL	TOTAL SATISFIED	D/t(w/t)	MAX ALLOWED
194.00	0.00F	0.00E	0.00L	0.00E	YES	9.10A
178.00	0.01F	0.09F	0.01A	0.10F	YES	11.56A
162.00	0.01H	0.19L	0.01A	0.20L	YES	14.03A
146.00	0.01L	0.19F	0.01L	0.21F	YES	11.68A
141.50	0.01F	0.22L	0.01I	0.23L	YES	11.92A

				461254			
127.25	0.01F	0.24I	0.01I	0.25I	YES	13.49A	45.2
	0.01F	0.24I	0.01K	0.25I	YES	13.49A	45.2
113.00	0.01F	0.26K	0.01K	0.27K	YES	15.06A	45.2
	0.01F	0.26K	0.01K	0.27K	YES	15.06A	45.2
98.75	0.01F	0.26K	0.01K	0.27K	YES	16.63A	45.2
	0.01F	0.26K	0.01K	0.27K	YES	16.63A	45.2
92.50	0.01F	0.27K	0.01K	0.28K	YES	17.31A	45.2
	0.01F	0.28K	0.01K	0.29K	YES	16.96A	45.2
79.42	0.01F	0.28K	0.01K	0.29K	YES	18.40A	45.2
	0.01F	0.28K	0.01K	0.29K	YES	18.40A	45.2
66.33	0.01F	0.28K	0.01K	0.29K	YES	19.84A	45.2
	0.01F	0.28K	0.01K	0.29K	YES	19.84A	45.2
53.25	0.01F	0.28K	0.01C	0.30K	YES	21.28A	45.2
	0.01F	0.24K	0.00K	0.25K	YES	18.58A	45.2
45.25	0.01F	0.24K	0.00C	0.25K	YES	19.35A	45.2
	0.01F	0.25K	0.00K	0.26K	YES	19.04A	45.2
33.94	0.01F	0.25K	0.00K	0.26K	YES	20.13A	45.2
	0.01F	0.25K	0.00K	0.26K	YES	20.13A	45.2
22.62	0.01F	0.24K	0.00K	0.25K	YES	21.22A	45.2
	0.01F	0.24K	0.00K	0.25K	YES	21.22A	45.2
11.31	0.01F	0.24K	0.00C	0.25K	YES	22.31A	45.2
	0.01F	0.24K	0.00C	0.25K	YES	22.31A	45.2
0.00	0.01F	0.24K	0.00C	0.25K	YES	23.39A	45.2

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

DOWN	SHEAR.w.r.t.WIND.DIR	MOMENT.w.r.t.WIND.DIR	TORSION
kip	ALONG kip	ALONG ft-kip	ft-kip
	ACROSS kip	ACROSS ft-kip	
75.19	15.13	-2448.12	-0.16
F	K	K	C



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

### Pole Data

Diameter: 68.590 in (flat to flat)  
Thickness: 0.5 in  
Yield (Fy): 65 ksi  
# of Sides: 18 "0" IF Round  
Strength (Fu): 80 ksi

### Reactions

Moment, Mu: 8416.59 ft-kips  
Axial, Pu: 90.2 kips  
Shear, Vu: 51.8 kips

### Anchor Rod Data

Quantity: 24  
Diameter: 2.25 in  
Rod Material: A615  
Strength (Fu): 100 ksi  
Yield (Fy): 75 ksi  
BC Diam. (in): 76 BC Override:

### Anchor Rod Results

(per 4.9.9)

Maximum Pu: 218.67 Kips  
 $\Phi^*Rnt$ : 243.75 Kips  
Vu: 2.16 Kips  
 $\Phi^*Rnv$ : 149.10 Kips  
Tension Interaction Ratio: 0.81  
Maximum Puc: 225.25 Kips  
 $\Phi^*Rnc$ : 243.75 Kips  
Vu: 2.16 Kips  
 $\Phi^*Rnvc$ : 73.13 Kips  
Compression Interaction Ratio: 0.92  
Maximum Interaction Ratio: **92.5% Pass**

### Plate Data

Diameter (in): 81.75 Dia. Override:  
Thickness: 2.5 in  
Yield (Fy): 50 ksi  
Eff Width/Rod: 9.07 in  
Drain Hole: 2.625 in. diameter  
Drain Location: 32.25 in. center of pole to center of drain hole  
Center Hole: 56.5 in. diameter

### Base Plate Results

Base Plate (Mu/Z): 36.8 ksi  
Allowable  $\Phi^*Fy$ : 45.0 ksi (per AISC)  
Base Plate Interaction Ratio: **81.9% Pass**

**MAT FOUNDATION DESIGN BY SABRE INDUSTRIES**

195' Monopole AT&T Parks Branch, KY (461254) 06/12/20 REB

**Overall Loads:**

Factored Moment (ft-kips)	8416.59
Factored Axial (kips)	90.2
Factored Shear (kips)	51.8
Bearing Design Strength (ksf)	22.5
Water Table Below Grade (ft)	0
Width of Mat (ft)	37
Thickness of Mat (ft)	2
Depth to Bottom of Slab (ft)	6
Quantity of Bolts in Bolt Circle	24
Bolt Circle Diameter (in)	76
Effective Anchor Bolt Embedment (in)	66.5
Diameter of Pier (ft)	9
Ht. of Pier Above Ground (ft)	0.5
Ht. of Pier Below Ground (ft)	4
Quantity of Bars in Mat	62
Bar Diameter in Mat (in)	1.27
Area of Bars in Mat (in <sup>2</sup> )	78.54
Spacing of Bars in Mat (in)	7.16
Quantity of Bars Pier	58
Bar Diameter in Pier (in)	1.27
Tie Bar Diameter in Pier (in)	0.625
Spacing of Ties (in)	4
Area of Bars in Pier (in <sup>2</sup> )	73.47
Spacing of Bars in Pier (in)	5.39
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>) 112.01

**Two-Way Shear Action:**

Average d (in)	19.73
$\phi v_c$ (ksi)	0.187
$\phi v_c = \phi(2 + 4/\beta_c)f'_c{}^{1/2}$	0.302
$\phi v_c = \phi(\alpha_s d/b_o + 2)f'_c{}^{1/2}$	0.187
$\phi v_c = \phi 4f'_c{}^{1/2}$	0.201
Shear perimeter, b <sub>o</sub> (in)	461.77
$\beta_c$	1

**One-Way Shear:**

$\phi V_c$  (kips) 881.5

**Stability:**

Overturning Design Strength (ft-k) 9833.9

Max. Net Bearing Press. (ksf) 3.75

Allowable Bearing Pressure (ksf) 15.00

Safety Factor 2.00

Ultimate Bearing Pressure (ksf) 30.00

Bearing  $\Phi_s$  0.75

Minimum Pier Diameter (ft) 9.00

Equivalent Square b (ft) 7.98

Square Pier? (Y/N) N

Recommended Spacing (in) 5 to 12

Minimum Pier A<sub>s</sub> (in<sup>2</sup>) 45.80

Recommended Spacing (in) 5 to 12

v<sub>u</sub> (ksi) 0.127

J (in<sup>3</sup>) 2.038E+07

c + d (in) 115.44

0.40M<sub>sc</sub> (ft-kips) 3459.9

V<sub>u</sub> (kips) 424.9

Total Applied M (ft-k) 8753.3

**Pier-Slab Transfer by Flexure:**

$b_{slab}$ (ft)	15.00		
$\phi M_n$ (ft-kips)	<input type="text" value="5256.3"/>	$0.60M_{sc}$ (ft-kips)	<input type="text" value="5189.8"/>

**Pier Design:**

$\phi V_n$ (kips)	<input type="text" value="1540.0"/>	$V_u$ (kips)	<input type="text" value="51.8"/>
$\phi V_c = \phi 2(1 + N_u / (2000 A_g)) f'_c{}^{1/2} b_w d$	943.6		
$V_s$ (kips)	<input type="text" value="795.2"/>	$*** V_s \text{ max} = 4 f'_c{}^{1/2} b_w d$ (kips)	<input type="text" value="2503.8"/>
Maximum Spacing (in)	6.78	(Only if Shear Ties are Required)	
Actual Hook Development (in)	18.46	Req'd Hook Development $l_{dh}$ (in) - Tension	15.90
		Req'd Hook Development $l_{dc}$ (in) - Compression	17.15

**Flexure in Slab:**

$\phi M_n$ (ft-kips)	<input type="text" value="6482.8"/>	$M_u$ (ft-kips)	<input type="text" value="4944.0"/>
$a$ (in)	2.77		
Steel Ratio	0.00897		
$\beta_1$	0.825		
Maximum Steel Ratio ( $\rho$ )	0.0197		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	<input type="text" value="165.00"/>	Required Development in Pad (in)	<input type="text" value="34.08"/>

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
Anchor Bolt Pullout	1
Anchor Bolt Punching Shear	1

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

# KY Public Service Commission

## Master Utility Search

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

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

▼ Active ▼

Search

	Utility ID	Utility Name	Utility Type	Address/City	Contact
<a href="#">View</a>	4111300	2600Hz, Inc. dba ZSWITCH	Cellular D	San Francisco	CA
<a href="#">View</a>	4108300	Air Voice Wireless, LLC	Cellular B	Bloomfield Hill	MI
<a href="#">View</a>	4110650	Alliant Technologies of KY, L.L.C.	Cellular D	Morristown	NJ
<a href="#">View</a>	44451184	Alltel Corporation d/b/a Verizon Wireless	Cellular A	Lisle	IL
<a href="#">View</a>	4110850	AltaWorx, LLC	Cellular D	Fairhope	AL
<a href="#">View</a>	4107800	American Broadband and Telecommunications Company	Cellular D	Toledo	OH
<a href="#">View</a>	4108650	AmeriMex Communications Corp.	Cellular D	Dunedin	FL
<a href="#">View</a>	4105100	AmeriVision Communications, Inc. d/b/a Affinity 4	Cellular D	Virginia Beach	VA
<a href="#">View</a>	4110700	Andrew David Balholm dba Norcell	Cellular D	Buford	GA
<a href="#">View</a>	4105700	Assurance Wireless USA, L.P.	Cellular A	Atlanta	GA
<a href="#">View</a>	4108600	BCN Telecom, Inc.	Cellular D	Morristown	NJ
<a href="#">View</a>	4106000	Best Buy Health, Inc. d/b/a GreatCall d/b/a Jitterbug	Cellular A	San Diego	CA
<a href="#">View</a>	4110550	Blue Casa Mobile, LLC	Cellular D	Santa Barbara	CA
<a href="#">View</a>	4111050	BlueBird Communications, LLC	Cellular D	New York	NY
<a href="#">View</a>	4202300	Bluegrass Wireless, LLC	Cellular A	Elizabethtown	KY
<a href="#">View</a>	4107600	Boomerang Wireless, LLC	Cellular D	Hiawatha	IA

<a href="#">View</a>	4105500	BullsEye Telecom, Inc.	Cellular D	Southfield	MI
<a href="#">View</a>	4100700	Cellco Partnership dba Verizon Wireless	Cellular A	Basking Ridge	NJ
<a href="#">View</a>	4111150	Comcast OTR1, LLC	Cellular C	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 D	Long Island City	NY
<a href="#">View</a>	10640	Cumberland Cellular Partnership	Cellular A	Elizabethtown	KY
<a href="#">View</a>	4111650	DataBytes, Inc.	Cellular D	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 D	Provo	UT
<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>	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	Dallas	TX
<a href="#">View</a>	22215360	KDDI America, Inc.	Cellular D	Staten Island	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>	4109550	Kynect Communications, LLC	Cellular D	Dallas	TX
<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,	Cellular D	Irving	TX

		LLC				
<a href="#">View</a>	4111400	Locus Telecommunications, LLC	Cellular	A	Fort Lee	NJ
<a href="#">View</a>	4110900	Lunar Labs, Inc.	Cellular	D	Ann Arbor	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	D	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>	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	A	Dania	FL
<a href="#">View</a>	4108700	Ready Wireless, LLC	Cellular	C	Hiawatha	IA
<a href="#">View</a>	4110500	Republic Wireless, Inc.	Cellular	A	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	Fremont	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	A	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>	4111600	STX Group LLC dba Twigby	Cellular	D	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	Plano	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>	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: Mattie Carter

File: dd963m\_ParksBranch

Location: Corbin, KY

Latitude: 36°-56'-30.3" Longitude: 084°-09'-03.0"

SITE ELEVATION AMSL.....1129 ft.  
STRUCTURE HEIGHT.....199 ft.  
OVERALL HEIGHT AMSL.....1328 ft.

NOTICE CRITERIA

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

NR = Notice Required

NNR = Notice Not Required

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

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

OBSTRUCTION STANDARDS

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

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

Type: A RD: 52549.74 RE: 1177.7

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: LOZ: LONDON-CORBIN ARPT-MAGEE FIE

Type: A RD: 54564.7 RE: 1212.3

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

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 2400 ft AMSL

PRIVATE LANDING FACILITIES

FACIL	BEARING	RANGE	DELTA ARP	FAA
IDENT TYP NAME	To FACIL	IN NM	ELEVATION	IFR
98KY HEL BAPTIST HEALTH CORBIN	127.16	1.83	+54	IFR
No Impact to Private Landing Facility Structure is beyond notice limit by 6119 feet.				
9KY4 AIR TEC FIELD	15.75	5.11	+138	
No Impact to VFR Transitional Surface. Below surface height of 411 ft above ARP.				

AIR NAVIGATION ELECTRONIC FACILITIES

FAC	ST	DIST	DELTA	GRND				
IDNT	TYPE	AT	FREQ	VECTOR	(ft)	ELEVA	ST	LOCATION
ANGLE	BEAR	-----						
.13	LOZ	VOR/DME	R	116.1	19.68	35341	+83	KY LONDON

Does Not Exceed FAA's adverse obstacle height assumption rule.  
 Predict not within FAR 77.9 Final IFR Area for BYL: VOR/DME RWY 20

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: WKDP @ 6417 meters.

Airspace® Summary Version 19.11.545

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02-17-2020  
13:22:45

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

## Cody Knox

---

**From:** Houlihan, John F (KYTC) <John.Houlihan@ky.gov>  
**Sent:** Tuesday, March 10, 2020 8:24 AM  
**To:** Cody Knox  
**Subject:** [External] RE: AT&T KAZC permit determination - 14911055 Parks Branch

**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 6  
421 Buttermilk Pike  
Covington, KY 41017  
Desk 859-426-6973, Cell 502-330-3955

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

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail or call (859) 426-6973 and destroy all copies of the original message.

**From:** Cody Knox <Cody.Knox@mastec.com>  
**Sent:** Wednesday, March 4, 2020 4:24 PM  
**To:** Houlihan, John F (KYTC) <John.Houlihan@ky.gov>  
**Cc:** Paige Blose <Paige.Blose@mastec.com>  
**Subject:** AT&T KAZC permit determination - 14911055 Parks Branch

John,

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

Project Name: Parks Branch  
Latitude: 36 56 30.3 N  
Longitude: 84 09 3.0 W  
GE: 1,129'  
Tower Height including lightning arrestor: 199'  
Overall Height: 1,328'

Cody Knox  
SAQ Project Manager II – TN/KY NSB

The logo for MasTec Network Solutions, featuring the word "MasTec" in a large, bold, blue font with a stylized "M" and "T", and "Network Solutions" in a smaller, blue font below it.

1975 Joe B Jackson Parkway  
Murfreesboro, TN 37127

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



**GEOTECHNICAL INVESTIGATION REPORT**

June 3, 2020

Prepared For:

MasTec Network Solutions



**PARKS BRANCH**

**258933**

**Proposed 199-Foot Monopole Tower**

449 Snowwhite Lane, Corbin (Whitley County), Kentucky 40701

Latitude N 36° 56' 30.3" Longitude W 84° 09' 02.9"

Delta Oaks Group Project GEO20-06412-08

Revision 0

Performed By:

Erin Benson, E.I.

Reviewed By:

Joseph V. Borrelli, Jr., P.E.







## INTRODUCTION

This geotechnical investigation report has been completed for the proposed 199-foot monopole tower located at 449 Snowwhite Lane in Corbin (Whitley County), Kentucky. The purpose of this investigation was to provide engineering recommendations and subsurface condition data at the proposed tower location. A geotechnical engineering interpretation of the collected information was completed and utilized to suggest design parameters regarding the adequacy of the structure's proposed foundation capacity under various loading conditions. This report provides the scope of the geotechnical investigation; geologic material identification; results of the geotechnical laboratory testing; and design parameter recommendations for use in the design of the telecommunication facility's foundation and site development.

## SITE CONDITION SUMMARY

The proposed tower and compound are located in a grassy field exhibiting a generally flat topography across the tower compound and subject property.

## REFERENCES

- Zoning Drawings, prepared by Creekside Designs, dated February 3, 2020
- TIA Standard (TIA-222-G), dated August 2005

## SUBSURFACE FIELD INVESTIGATION SUMMARY

The subsurface field investigation was conducted through the advancement of one mechanical soil test boring to the auger refusal depth of 7.1 feet bgs. Samples were obtained at selected intervals in accordance with ASTM D 1586. The sampling was conducted at the staked centerline of the proposed tower. Upon encountering auger refusal, 5.0 feet of rock coring was conducted in accordance with ASTM D 2113. Soil and rock samples were transported to our laboratory and classified by a geotechnical engineer in accordance with ASTM D 2487. A detailed breakdown of the material encountered in our subsurface field investigation can be found in the boring log presented in the Appendix of this report.

Additional testing was performed on selected samples in accordance with ASTM D 7012 (Unconfined Compressive Strength – Rock). Laboratory data can be found in the Appendix of this report.

A boring plan portraying the spatial location of the boring in relation to the proposed tower, tower compound and immediate surrounding area can be found in the Appendix.



## **SUBSURFACE CONDITION SUMMARY**

The following provides a general overview of the site's subsurface conditions based on the data obtained during our field investigation.

### **FILL**

Topsoil was encountered during the subsurface field investigation from the existing ground surface to a depth of 0.4 feet bgs.

### **SOIL**

The residual soil encountered in the subsurface field investigation began at a depth of 0.4 feet bgs in the boring and consisted of silty clay and silty sand. The materials ranged from a very loose to very dense relative density and a soft cohesion.

Auger advancement refusal was encountered during the subsurface field investigation at a depth of 7.1 feet bgs.

### **ROCK**

Rock was encountered during the subsurface investigation at a depth of 7.1 feet bgs. The rock can be described as moderately weathered, moderately hard, intensely fractured sandstone.

### **SUBSURFACE WATER**

At the time of drilling, subsurface water was encountered during the subsurface investigation at a depth of 1.0 feet bgs. However, subsurface water elevations can fluctuate throughout the year due to variations in climate, hydraulic parameters, nearby construction activity and other factors.

### **FROST PENETRATION**

The frost penetration depth for Whitley County, Kentucky is 40 inches (3.3 feet).

### **CORROSIVITY**

Soil resistivity was performed in accordance with ASTM G187 with a test result of 71,000 ohms-cm.



## FOUNDATION DESIGN SUMMARY

In consideration of the provided tower parameters and the determined soil characteristics, Delta Oaks Group recommends utilizing a shallow foundation and/or drilled shaft foundation for the proposed structure. The strength parameters presented in the following sections can be utilized for design of the foundation.

### GENERAL SUBSURFACE STRENGTH PARAMETERS

Boring	Depth (bgs)	USCS	Moist/Buoyant Unit Weight (pcf)	Phi Angle (degrees)	Cohesion (psf)
B-1	0.0 – 0.4	TOPSOIL	105	0	0
	0.4 – 1.5	CL – ML	105 / 43	0	300
	1.5 – 4.0	SM	105 / 43	29	0
	4.0 – 6.0	SM	115 / 53	32	0
	6.0 – 7.1	SM	130 / 68	40	0
	7.1 – 12.1	SANDSTONE	135	0	9,000

- The buoyant unit weight of soil should be utilized below a depth of 1.0 feet bgs.
- The unit weight provided assumes overburden soil was compacted to a minimum of 95% of the maximum dry density as obtained by the standard Proctor method (ASTM D 698) and maintained a moisture content within 3 percent of optimum
- The values provided for phi angle and cohesion should be considered ultimate.



## SUBSURFACE STRENGTH PARAMETERS – SHALLOW FOUNDATION

Boring	Dimensions (feet)	Depth (feet bgs)	Net Ultimate Bearing Capacity (psf)
B-1	5.0 x 5.0	3.3	2,420
		4.0	16,920
		5.0	19,920
		6.0	30,000
	10.0 x 10.0	3.3	2,860
		4.0	21,300
		5.0	23,930
		6.0	30,000
	15.0 x 15.0	3.3	3,370
		4.0	26,150
		5.0	28,660
		6.0	30,000
	20.0 x 20.0	3.3	3,880
		Greater Than 4.0	30,000
	25.0 x 25.0	3.3	4,410
		Greater Than 4.0	30,000

- Delta Oaks Group recommends the foundation bear a minimum of 3.3 feet bgs.
- A sliding friction factor of 0.30 can be utilized along the base of the proposed foundation.
- The bearing capacity can be increased by 1/3 for transient loading.
- An Ultimate Passive Pressure Table with a reduction due to frost penetration to a depth of 3.3 feet bgs is presented on the following page.
- Delta Oaks Group recommends an appropriate factor of safety be utilized for the design of the foundation.



## ULTIMATE PASSIVE PRESSURE VS. DEPTH - TOWER FOUNDATION

Soil Layers (feet)		Moist Unit Weight	Phi Angle	Cohesion	PV	KP	Ph
Top	0	105	0	0	0	1	0
Bottom	0.4	105	0	0	42	1	21
Top	0.4	105	0	300	42	1	321
Bottom	1.5	105	0	300	88.86	1	344.43
Top	1.5	105	29	0	88.86	2.88206	128.0499
Bottom	3.3	105	29	0	165.54	2.88206	238.5481
Top	3.3	105	29	0	165.54	2.88206	477.0962
Bottom	4	105	29	0	195.36	2.88206	563.0393
Top	4	115	32	0	195.36	3.254588	635.8164
Bottom	6	115	32	0	300.56	3.254588	978.1991
Top	6	130	40	0	300.56	4.59891	1382.248
Bottom	7.1	130	40	0	374.92	4.59891	1724.223
Top	7.1	135	0	9000	374.92	1	18374.92
Bottom	10	135	0	9000	374.92	1	18374.92



## SUBSURFACE STRENGTH PARAMETERS - DRILLED SHAFT FOUNDATION

Boring	Depth (bgs)	Net Ultimate Bearing Capacity (psf)	Ultimate Skin Friction - Compression (psf)	Ultimate Skin Friction - Uplift (psf)
B-1	0.0 - 3.0	-	-	-
	3.0 - 4.0	72,600	60	40
	4.0 - 6.0	79,710	80	60
	6.0 - 9.0	79,640	3,600	3,300
	9.0 - 12.1	79,600	3,600	3,600

- The top 3.3 feet of soil should be ignored due to the frost penetration and the potential soil disturbance during construction.
- The bearing capacity can be increased by 1/3 for transient loading.
- The values presented assume the concrete is cast-in-place against earth walls and any casing utilized during construction of the foundation was removed.
- Delta Oaks Group recommends an appropriate factor of safety be utilized for the design of the foundation.



## SUBSURFACE STRENGTH PARAMETERS – SUPPORT STRUCTURE FOUNDATION

Boring	Depth (bgs)	Net Ultimate Bearing Capacity (psf)	Minimum Design Footing Width (ft)	Modulus of Subgrade Reaction (pci)
B-1	3.3	1,960	2.0	20
	4.0	12,210		60
	5.0	15,360		

- Delta Oaks Group recommends utilizing a slab on grade in conjunction with continuous perimeter footings that bear on residual soil or properly compacted structural fill placed in accordance with the recommendations provided in the *CONSTRUCTION* section of this report.
- The slab on grade should be properly reinforced to prevent concrete cracking and shrinkage.
- The foundation should bear a minimum of 3.3 feet bgs.
- A sliding friction factor of 0.30 can be utilized along the base of the proposed foundation.
- An Ultimate Passive Pressure Table is presented on the following page. An appropriate reduction should be considered in accordance with local building code frost penetration depth.
- Delta Oaks Group recommends an appropriate factor of safety be utilized for the design of the foundation.



## ULTIMATE PASSIVE PRESSURE VS. DEPTH – SUPPORT STRUCTURE FOUNDATION

Soil Layers (feet)		Moist Unit Weight	Phi Angle	Cohesion	PV	KP	Ph
Top	0	105	0	0	0	1	0
Bottom	0.4	105	0	0	42	1	21
Top	0.4	105	0	300	42	1	321
Bottom	1.5	105	0	300	88.86	1	344.43
Top	1.5	105	29	0	88.86	2.88206	128.0499
Bottom	3.3	105	29	0	165.54	2.88206	238.5481
Top	3.3	105	29	0	165.54	2.88206	477.0962
Bottom	4	105	29	0	195.36	2.88206	563.0393
Top	4	115	32	0	195.36	3.254588	635.8164
Bottom	6	115	32	0	300.56	3.254588	978.1991
Top	6	130	40	0	300.56	4.59891	1382.248
Bottom	7.1	130	40	0	374.92	4.59891	1724.223
Top	7.1	135	0	9000	374.92	1	18374.92
Bottom	10	135	0	9000	374.92	1	18374.92





## CONSTRUCTION

### **SITE DEVELOPMENT**

The proposed access road and tower compound should be evaluated by a Geotechnical Engineer, or their representative, after the removal or "cutting" of the areas to design elevation but prior to the placement of any structural fill material to verify the presence of unsuitable or weak material. Unsuitable or weak materials should be undercut to a suitable base material as determined by a Geotechnical Engineer, or their representative. Backfill of any undercut area(s) should be conducted in accordance with the recommendations provided in the *STRUCTURAL FILL PLACEMENT* section of this report.

Excavations should be sloped or shored in accordance and compliance with OSHA 29 CFR Part 1926, Excavation Trench Safety Standards as well as any additional local, state and federal regulations.

### **STRUCTURAL FILL PLACEMENT**

Structural fill materials should be verified, prior to utilization, to have a minimum unit weight of 110 pcf (pounds per cubic foot) when compacted to a minimum of 95% of its maximum dry density and within plus or minus 3 percentage points of optimum moisture. Materials utilized should not contain more than 5 percent by weight of organic matter, waste, debris or any otherwise deleterious materials. The Liquid Limit should be no greater than 40 with a Plasticity Index no greater than 20. Structural fill material should contain a maximum particle size of 4 inches with 20 percent or less of the material having a particle size between 2 and 4 inches. Backfill should be placed in thin horizontal lifts not to exceed 8 inches (loose) in large grading areas and 4 inches (loose) where small handheld or walk-behind compaction equipment will be utilized. The potential suitability of on-site materials to be utilized as fill should be evaluated by a Geotechnical Engineer, or their representative just prior to construction.

During construction structural fill placement should be monitored and tested. This should include at minimum, visual observation as well as a sufficient amount of in-place field density tests by a Geotechnical Engineer, or their representative. Materials should be compacted to a minimum of 95% of the maximum dry density as determined by ASTM D 698 (standard Proctor method). Moisture contents should be maintained to within plus or minus 3 percentage points of the optimum moisture content.

### **SHALLOW FOUNDATIONS**

Foundation excavation(s) should be evaluated by a Geotechnical Engineer, or their representative, prior to reinforcing steel and concrete placement. This evaluation should include visual observation to verify a level bearing surface; vertical side-walls with no protrusions, sloughing or caving; and the exposed bearing surface is free of deleterious material, loose soil and standing water. Excavation dimensions should be verified and testing performed on the exposed bearing surface to verify compliance with design recommendations. Bearing testing should be conducted in accordance with ASTM STP399 (Dynamic Cone Penetrometer). A 6-inch layer of compacted crushed stone should be installed prior to reinforcing steel and concrete placement. If subsurface water is encountered during excavation dewatering methods such as sump pumps or well points may be required.



## **DRILLED SHAFT FOUNDATIONS**

Drilled shaft foundations (caissons) are typically installed utilizing an earth auger to reach the design depth of the foundation. Specialized roller bits or core bits can be utilized to penetrate boulders or rock. The equipment utilized should have cutting teeth to result in an excavation with little or no soil smeared or caked on the excavation sides with spiral-like corrugated walls. The drilled shaft design diameter should be maintained throughout the excavation with a plumbness tolerance of 2 percent of the length and an eccentricity tolerance of 3 inches from plan location. A removable steel casing can be installed in the shaft to prevent caving of the excavation sides due to soil relaxation. Upon completion of the drilling and casing placement, loose soils and subsurface water greater than 3-inches in depth should be removed from the bottom of the excavation for the "dry" installation method. The drilled shaft installation should be evaluated by a Geotechnical Engineer, or their representative, to verify suitable end bearing conditions, design diameter and bottom cleanliness. The evaluation should be conducted immediately prior to as well as during concrete placement operations.

The drilled shaft should be concreted as soon as reasonably practical after excavation to reduce the deterioration of the supporting soils to prevent potential caving and water intrusion. A concrete mix design with a slump of 6 to 8 inches employed in conjunction with the design concrete compressive strength should be utilized for placement. Super plasticizer may be required to obtain the recommended slump range. During placement, the concrete may fall freely through the open area in the reinforcing steel cage provided it does not strike the reinforcing steel and/or the casing prior to reaching the bottom of the excavation. The removable steel casing should be extracted as concrete is placed. During steel casing removal a head of concrete should be maintained above the bottom of the casing to prevent soil and water intrusion into the concrete below the bottom of the casing.

If subsurface water is anticipated and/or weak soil layers are encountered drilled shafts are typically installed utilizing the "wet" method by excavating beneath a drilling mud slurry. The drilling mud slurry is added to the drilled shaft excavation after groundwater has been encountered and/or the sides of the excavation are observed to be caving or sloughing. Additional inspection by a Geotechnical Engineer, or their representative, during the "wet" method should consist of verifying maintenance of sufficient slurry head, monitoring the specific gravity, pH and sand content of the drilling slurry, and monitoring any changes in the depth of the excavation between initial approval and just prior to concreting.

Concrete placement utilizing the "wet" method is conducted through a tremie pipe at the bottom of the excavation with the drilling mud slurry level maintained at a minimum of 5 feet or one shaft diameter, whichever is greater, above the ground water elevation. The bottom of the tremie should be set one tremie pipe diameter above the excavation. A closure flap at the bottom of the tremie or a sliding plug introduced into the tremie before the concrete is recommended to reduce the potential contamination of the concrete by the drilling mud slurry. The bottom of the tremie must be maintained in the concrete during placement. Additional concrete should be placed through the tremie causing the slurry to overflow from the excavation in order to reduce the potential for the development of "slurry pockets" remaining in the drilled shaft.



## QUALIFICATIONS

The design parameters and conclusions provided in this report have been determined in accordance with generally accepted geotechnical engineering practices and are considered applicable to a rational degree of engineering certainty based on the data available at the time of report preparation and our practice in this geographic region. All recommendations and supporting calculations were prepared based on the data available at the time of report preparation and knowledge of typical geotechnical parameters in the applicable geographic region.

The subsurface conditions used in the determination of the design recommendations contained in this report are based on interpretation of subsurface data obtained at specific boring locations. Irrespective of the thoroughness of the subsurface investigation, the potential exists that conditions between borings will differ from those at the specific boring locations, that conditions are not as anticipated during the original analysis, or that the construction process has altered the soil conditions. That potential is significantly increased in locations where existing fill materials are encountered. Additionally, the nature and extent of these variations may not be evident until the commencement of construction. Therefore, a geotechnical engineer, or their representative, should observe construction practices to confirm that the site conditions do not differ from those conditions anticipated in design. If such variations are encountered, Delta Oaks Group should be contacted immediately in order to provide revisions and/or additional site exploration as necessary.

Samples obtained during our subsurface field investigation will be retained by Delta Oaks Group for a period of 30 days unless otherwise instructed by MasTec Network Solutions. No warranty, expressed or implied, is presented.

Delta Oaks Group appreciates the opportunity to be of service for this Geotechnical Investigation Report. Please do not hesitate to contact Delta Oaks Group with any questions or should you require additional service on this project.



**APPENDIX**



## BORING PLAN

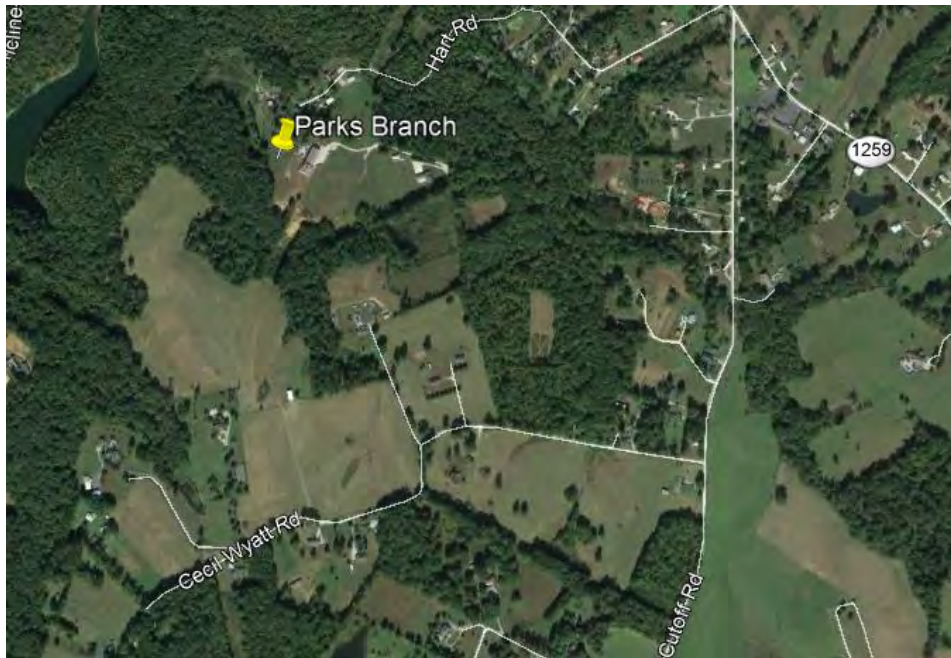




**EXHIBIT H**  
**DIRECTIONS TO WCF SITE**

## Driving Directions to Proposed Tower Site

1. Beginning at 200 Main Street, Williamsburg, KY 40769, head southwest on Main Street toward North 3<sup>rd</sup> Street and travel approximately 184 feet.
2. Turn left onto South 3<sup>rd</sup> street and travel approximately 282 feet.
3. Turn left at the 1<sup>st</sup> cross street onto Cumberland Ave and travel approximately 0.2 miles.
4. Turn left onto Hwy 25 North and travel approximately 1.8 miles.
5. Turn left to stay on Hwy 25 North and travel approximately 2.0 miles.
6. Take ramp and continue onto I-75 North and travel approximately 9.0 miles.
7. Take exist 25 for US-25W toward Corbin and travel approximately 0.3 miles.
8. Turn left onto Hwy 25 South / Cumberland Falls Road and travel approximately 1.4 miles.
9. Turn right onto State Hwy 727 and travel approximately 1.4 miles.
10. Turn left toward Barton Cutoff Road and travel approximately 23 feet.
11. Turn right onto Barton Cutoff Road and travel approximately 0.6 miles.
12. Turn left onto Cecil Wyatt Road and travel approximately 0.2 miles.
13. Turn right onto Snowwhite Lane and travel approximately 0.3 miles where the public roadway ends. The site is approximately 0.2 miles to the left at 449 Snowwhite Lane, Corbin, KY 40701.
14. The site coordinates are:
  - a. North 36 deg 56 min 30.34 sec
  - b. West 84 deg 09 min 02.92 sec



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



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

Market: Lexington  
Cell Site Number:  
Cell Site Name: Parks Branch  
Search Ring Name: Parks Branch  
Fixed Asset Number: 14911055

## 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 John Reynolds and wife, Sherry R. Reynolds, a married couple, having a mailing address of 449 Snow White Lane, Corbin, KY 40701 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd., NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 ("**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 449 Snow White Lane, Corbin, KY 40701, in the County of Whitley, State of Kentucky (collectively, the "**Property**"). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

#### 1. OPTION TO LEASE.

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

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

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

(d) The Option may be sold, assigned or transferred at any time by Tenant without the written consent of Landlord. Upon notification to Landlord of such sale, assignment or transfer, Tenant shall immediately

be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

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

(f) If during the Option Term, or during the Term if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, 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, the Property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of 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, (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 Landlord's contiguous, adjoining or surrounding property (the "**Surrounding 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. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

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

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

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

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

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (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 [REDACTED] over the Rent paid during the previous five (5) year term.

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

5. **APPROVALS.**

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

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

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

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:  
(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 05 of this Agreement after the applicable cure periods;

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

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

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

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 08 Condemnation or Section 19 Casualty.

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

8. **INTERFERENCE.**

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

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

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

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

9. **INDEMNIFICATION.**

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

to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

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

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

## **10. WARRANTIES.**

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

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

## **11. ENVIRONMENTAL.**

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

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

Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 01 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, 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 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 a Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, [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 tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

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

(c) As noted in Section 0(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

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

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

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

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord



has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

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

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

If to Tenant:                   New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #:           ; Cell Site Name: Parks Branch (KY)  
Fixed Asset #: 14911055  
1025 Lenox Park Blvd., NE  
3<sup>rd</sup> Floor  
Atlanta, Georgia 30319

With a copy to:               New Cingular Wireless PCS, LLC  
Attn.: Legal Dept – Network Operations  
Re: Cell Site #:           ; Cell Site Name: Parks Branch (KY)  
Fixed Asset #: 14911055  
208 S. Akard Street  
Dallas, TX 75202-4206

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

If to Landlord:               John Reynolds and Sherry R. Reynolds  
449 Snow White Lane  
Corbin, KY 40701

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

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

**19. CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole

determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property 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 the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

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

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

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

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the 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 2222(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 the 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 the 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 of 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) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, 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]



**"TENANT"**

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

By: AT&T Mobility Corporation  
Its: Manager

By: Chris Tharp

Print Name: Chris Tharp  
Its: Area Manager – Network Engineering

Date: 3-12-2020

**TENANT ACKNOWLEDGMENT**

STATE OF KENTUCKY )

) ss:

COUNTY OF JEFFERSON )

On the 12<sup>th</sup> day of March, 2020, before me personally appeared Chris Tharp, and acknowledged under oath that he/she is the Area Manager – Network Engineering 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.



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



EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 7

to the Land Lease Agreement dated March 12, 2020, by and between John Reynolds and Sherry R. Reynolds, 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:

Warranty Deed - Book 528, Page 467 - Parcel Nos. 101-00-00-077.01 and 101-00-00-078.00

Deed 1:

**LOCATED AND BEING IN WHITLEY COUNTY, KENTUCKY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING at a metal stake on Leland Phelps and Carl Phelps line; thence running West 730 feet with Carl Phelps line to a metal stake on Robert Sharps branch; thence running North with Robert Sharp branch 400 feet to a spruce tree; thence running East 700 feet to the corner of Kenneth Phelps, Ella Mae Farris, and Leland Phelps; thence running with Leland Phelps line South 285 feet to the beginning.**

**The above tract of land has been re-surveyed and shall hereafter be described as follows:**

**Beginning on a 20" pine (dead) a corner to Kenneth and Judy Phelps (H&W) in deed book 343 page 537 (343/537), Johnny Lee Farris 397/331, and Richard D. and Lorie A. Bryant (H&W) 465/563, thence with Bryant passing through a witness pin set on the south side of a 16' R/W at 19.43' from the pine corner S 13 degrees 40' 32" E for a total distance of 280.09' to an iron pin (I/P) set, thence with Bryant S 76 degrees 01' 28" W 734.59' to the center line (C/L) of Robert Sharp's Branch passing through a witness pin**

16.59' short of the branch, thence down Robert Sharp's Branch with the U.S. Corps of Engineers Tract No. 928 in 235/513 for twelve calls: N 24 degrees 08' 25" W 44.92'; N 05 degrees 22' 07" W 43.66'; N 20 degrees 08' 28" W 31.50'; N 11 degrees 55' 22" W 63.66'; N 24 degrees 29' 48" W 14.10'; N 00 deg 55' 59" E 68.82'; N 06 degrees 33' 16" W 34.77'; N 08 degrees 33' 54" E 40.72'; N 30 degrees 15' 03" W 21.22'; N 08 degrees 26' 50" E 11.22'; N 44 degrees 42' 54" E 24.57'; N 26 degrees 28' 09" W 4.62' to a point, thence with Kenneth and Judy Phelps 314/324 passing through a witness pin 9.97' from the C/L of the creek N 82 degrees 02' 33" E a total distance of 144.78' to a set marker at the base of an x-tie post, thence N 85 degrees 12' 04" E 548.19' also passing Kenneth and Judy Phelps 343/537 to the point of beginning containing 5.65 acres more or less

There is a 16' R/W beginning on an iron pin on the west side at the end of the 30' R/W of Snow White Lane, thence N 70 degrees 04' 30" W 617.53' to an I/P set in the line between Richard D. and Lorie A Bryant (H&W) 465/563 and Loretta McDaniels 344/298, thence with their line N 13 degrees 40' 32" W 19.21' to a 20" dead pine corner, thence approximately with a fence between Bryant and Johnny Lee Farris 397/331 S 70 degrees 04' 39" E 637.81' to a yellow pine corner at the end of the 30' R/W of Snow White Lane. The R/W contains about 10,000 sq. ft.

All iron pins are set with ½" x 18" rebar with plastic cap noted "HS 3301." Bearings are referenced to deed book 415 page 482.

NOTE: See Roadway Easement of record in Miscellaneous Book 123, Page 340.

Being the same property acquired by Charles S. Woolums and wife, Lucinda Woolums from Loretta P. McDaniel (a/k/a "Loretta McDaniels") and husband, Carestil McDaniel, by deed of conveyance dated December 12, 2012, and of record in Deed Book 514, Page 161, Whitley County Clerk's Office.

Deed 2:

TRACT 1:

BEGINNING at a metal stake on the line of Leland Phelps and Henry Shackelford; thence running Southwest with Henry Shackelford line 550 feet to an oak tree at the corner of Henry Shackelford and Robert Sharp; thence running Northwest with Robert Sharp's line 430 feet to a metal stake in Robert Sharp's branch; thence running east 730 feet to a metal stake in Leland Phelps' line; thence running South with Leland Phelps line 285 feet to the BEGINNING.

TRACT 2:

BEGINNING at a poplar tree at the corner of Tim Davis and Henry Shackelford property; thence running Southwest with Henry Shackelford's line 550 feet to a metal stake; thence North 570 feet to a pine tree at the corner of Ella Mae Farris and Kenneth Phelps property; thence running 639 feet Southeast with Ella Mae Farris property to a pine tree at Tim Davis line; thence running South with Tim Davis line 105 feet to the Beginning.

There is reserved a right-of-way of passage and road which runs with the land being 16 feet wide beginning at the metal stake at the Southeast corner of Leland Phelps property; thence running North across the Leland Phelps property 105 feet to the Northeast corner of the Kenneth Phelps property.

THERE IS EXCEPTED from the foregoing a 3 acre tract previously conveyed by Charles S. Woolums and wife, Lucinda Woolums to Leslie E. Lawless and husband, Kyle D. Lawless by deed dated January 27, 2015, and recorded in Deed Book 526, Page 586.

Being a part of the property acquired by Charles S. Woolums and wife, Lucinda Woolums from Richard D. Bryant and wife, Lori A. Bryant, by deed of conveyance dated January 22, 2015, and of record in Deed Book 526, Page 582, Whitley County Clerk's Office.

The Premises are described and/or depicted as follows:

STATE OF KENTUCKY  
**G. DARRRELL TAYLOR**  
 4179  
 LICENSED PROFESSIONAL LAND SURVEYOR

POINT TO POINT LAND SURVEYORS  
 100 Governors Trace, Ste. 103  
 Peachtree City, GA 30269  
 (p) 678.565.4440 (f) 678.565.4497  
 w) pointtopointsurvey.com



PARKS BRANCH  
 HAROLD COUNTY, KENTUCKY  
 DATE: 03/03/2020  
 SHEET: 1 OF 1



**GENERAL NOTES**

1. THIS SURVEY IS A SURVEY OF THE SURVEYED PROPERTY AND IS NOT A SURVEY OF THE SURROUNDING PROPERTY. THE SURVEYED PROPERTY IS SHOWN IN BLACK AND THE SURROUNDING PROPERTY IS SHOWN IN GREY. THE SURVEYED PROPERTY IS SHOWN IN BLACK AND THE SURROUNDING PROPERTY IS SHOWN IN GREY. THE SURVEYED PROPERTY IS SHOWN IN BLACK AND THE SURROUNDING PROPERTY IS SHOWN IN GREY.

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**811**

Know what's below.  
 Call before you dig!

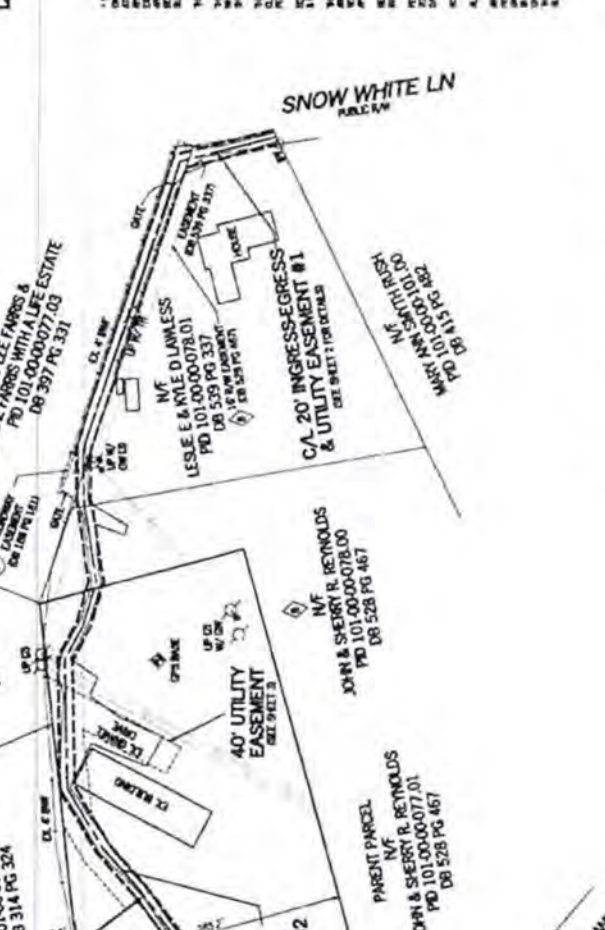
UNIVERSITY MICROFILMS INTERNATIONAL

**SUBJECT PROPERTY**  
 OWNER: JOHN & SHERRY R. REYNOLDS  
 SET ADDRESS: 148 BIRCHMOUNT LA, CORNER, CT 4075  
 PARCEL ID: 101-00-00077.02  
 AREA: 5.64 ACRES  
 ALL ZONING INFORMATION SHOULD BE VIEWED WITH THE PROPERTY ZONING OFFICIALS  
 REFERENCE: SEEZ BOOK FOR PAGE 467

**GPS NOTES**

THE FOLLOWING GPS COORDINATES WERE USED FOR THIS SURVEY. THESE COORDINATES WERE OBTAINED FROM A GARMIN GPS UNIT. THE COORDINATES WERE OBTAINED FROM A GARMIN GPS UNIT. THE COORDINATES WERE OBTAINED FROM A GARMIN GPS UNIT.

POINT TO POINT LAND SURVEYORS  
 100 Governors Trace, Ste. 103  
 Peachtree City, GA 30269  
 (p) 678.565.4440 (f) 678.565.4497  
 w) pointtopointsurvey.com



**SURVEYOR'S CERTIFICATE**

I, G. DARRRELL TAYLOR, A LICENSED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON WAS OBTAINED FROM A SURVEY OF THE SURVEYED PROPERTY AND IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED PROPERTY. THE SURVEYED PROPERTY IS SHOWN IN BLACK AND THE SURROUNDING PROPERTY IS SHOWN IN GREY. THE SURVEYED PROPERTY IS SHOWN IN BLACK AND THE SURROUNDING PROPERTY IS SHOWN IN GREY.

G. DARRRELL TAYLOR  
 LICENSED PROFESSIONAL LAND SURVEYOR

DATE: 03/03/2020  
 SHEET: 1 OF 1

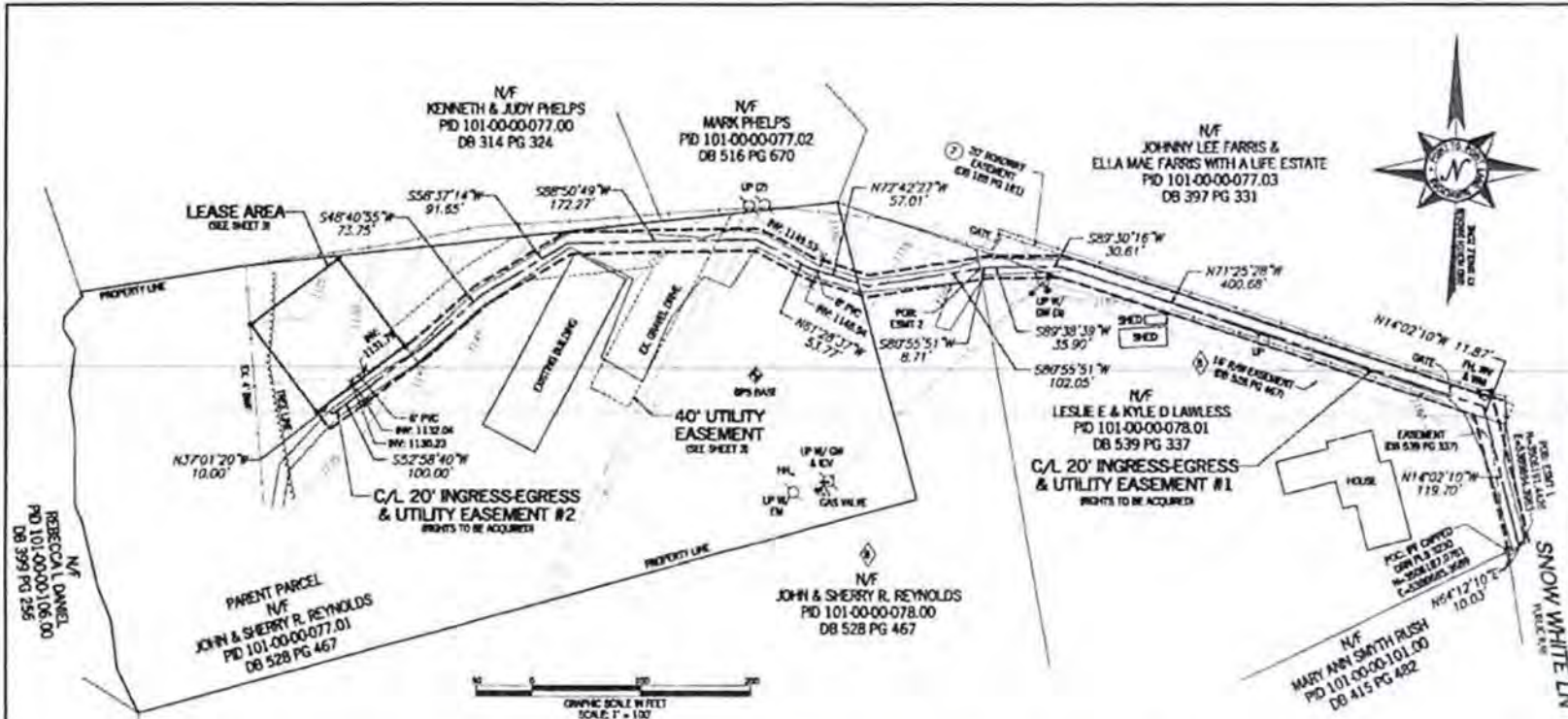


**LEGEND**

PROPERTY BOUNDARIES  
 EASEMENTS  
 UTILITY EASEMENTS  
 SURVEYED PROPERTY  
 SURROUNDING PROPERTY

DATE: 03/03/2020  
 SHEET: 1 OF 1

*Sherry Reynolds 3-3-2020*  
*John Reynolds 3-3-20*



STATE OF KENTUCKY  
 G. DARRELL TAYLOR  
 4179  
 LICENSED PROFESSIONAL LAND SURVEYOR

NO.	DATE	REVISION
1	06/23/2019	CLIENT COMMENTS - NEW
2	10/03/2019	NEW LABEL - DONE
3	03/03/2020	UTILITY EASEMENT - NEW

**POINT TO POINT LAND SURVEYORS**  
 100 Governors Trace, Ste. 103  
 Peachtree City, GA 30269  
 (o) 678.565.4440 (f) 678.565.4497  
 (w) pointtopointsurvey.com



SPECIFIC PURPOSE SURVEY PREPARED BY:



PARKS BRANCH

WHITLEY COUNTY, KENTUCKY

CHART BY: JAC

CHECKED BY: JAL

APPROVED: D. MILLER

DATE: AUGUST 15, 2019

POP. 200 IN. 10/20/2019

SHEET  
**2**

**20' INGRESS-EGRESS & UTILITY EASEMENT #1**

TOGETHER WITH 20FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT LYING 10 FEET EACH SIDE OF CENTERLINE LYING AND BEING IN WHITLEY COUNTY, KENTUCKY, AND BEING PART OF THE LANDS OF LESLIE E AND KYLE D LAWLESS, AS RECORDED IN DEED BOOK 539 PAGE 337, WHITLEY COUNTY RECORDS, WHITLEY COUNTY, KENTUCKY, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/2-INCH REBAR FOUND (SCAPED: DRN PLS 32303 AT THE WESTERN RIGHT-OF-WAY LINE OF SNOW WHITE LANE, A PUBLIC RIGHT OF WAY, SAID REBAR FOUND HAVING A KENTUCKY GRID NORTH, MAGNET, SINGLE ZONE VALUE OF N: 3506187.0781, E: 5389645.3689 AND MARKING THE COMMON CORNER OF THE LANDS OF MARY ANN SMYTH RUSH AS RECORDED IN DEED BOOK 415, PAGE 482 AND THE LANDS OF LESLIE E AND KYLE D LAWLESS, AS RECORDED IN DEED BOOK 539 PAGE 337, THENCE RUNNING ALONG THE SOUTH LINE OF SAID LANDS OF LESLIE E AND KYLE D LAWLESS, NORTH 64°12'10" EAST, 10.03 FEET TO A POINT HAVING A KENTUCKY GRID NORTH, MAGNET, SINGLE ZONE VALUE OF N: 3506191.4426, E: 5389654.3283 AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE AND RUNNING, NORTH 14°02'10" WEST, 119.70 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS OF LESLIE E AND KYLE D LAWLESS; THENCE LEAVING SAID NORTH LINE AND RUNNING, NORTH 14°02'10" WEST, 11.87 FEET TO A POINT; THENCE, NORTH 71°25'28" WEST, 400.68 FEET TO A POINT; THENCE, SOUTH 89°30'16" WEST, 30.61 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS OF LESLIE E AND KYLE D LAWLESS; THENCE LEAVING SAID NORTH LINE AND RUNNING, SOUTH 89°30'16" WEST, 35.90 FEET TO A POINT; THENCE, SOUTH 87°55'51" WEST, 8.71 FEET TO THE ENDING AT A POINT ON THE EAST LINE OF THE LANDS OF JOHN AND SHERRY R. REYNOLDS, AS RECORDED IN DEED BOOK 528 PAGE 467.

BEARINGS ARE BASED ON KENTUCKY GRID NORTH, MAGNET, SINGLE ZONE.

**20' INGRESS-EGRESS & UTILITY EASEMENT #2**

TOGETHER WITH 20FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT LYING 10 FEET EACH SIDE OF CENTERLINE LYING AND BEING IN WHITLEY COUNTY, KENTUCKY, AND BEING PART OF THE LANDS OF JOHN AND SHERRY R. REYNOLDS, AS RECORDED IN DEED BOOK 528 PAGE 467, WHITLEY COUNTY RECORDS, WHITLEY COUNTY, KENTUCKY, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/2-INCH REBAR FOUND (SCAPED: DRN PLS 32303 AT THE WESTERN RIGHT-OF-WAY LINE OF SNOW WHITE LANE, A PUBLIC RIGHT OF WAY, SAID REBAR FOUND HAVING A KENTUCKY GRID NORTH, MAGNET, SINGLE ZONE VALUE OF N: 3506187.0781, E: 5389645.3689 AND MARKING THE COMMON CORNER OF THE LANDS OF MARY ANN SMYTH RUSH AS RECORDED IN DEED BOOK 415, PAGE 482 AND THE LANDS OF LESLIE E AND KYLE D LAWLESS, AS RECORDED IN DEED BOOK 539 PAGE 337, THENCE RUNNING ALONG THE SOUTH LINE OF SAID LANDS OF LESLIE E AND KYLE D LAWLESS, NORTH 64°12'10" EAST, 10.03 FEET TO A POINT HAVING A KENTUCKY GRID NORTH, MAGNET, SINGLE ZONE VALUE OF N: 3506191.4426, E: 5389654.3283; THENCE LEAVING SAID SOUTH LINE AND RUNNING, NORTH 14°02'10" WEST, 119.70 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS OF LESLIE E AND KYLE D LAWLESS; THENCE LEAVING SAID NORTH LINE AND RUNNING, NORTH 14°02'10" WEST, 11.87 FEET TO A POINT; THENCE, NORTH 71°25'28" WEST, 400.68 FEET TO A POINT; THENCE, SOUTH 89°30'16" WEST, 30.61 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS OF LESLIE E AND KYLE D LAWLESS; THENCE LEAVING SAID NORTH LINE AND RUNNING, NORTH 14°02'10" WEST, 119.70 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS OF LESLIE E AND KYLE D LAWLESS; THENCE LEAVING SAID NORTH LINE AND RUNNING, NORTH 14°02'10" WEST, 11.87 FEET TO A POINT; THENCE, NORTH 71°25'28" WEST, 400.68 FEET TO A POINT; THENCE, SOUTH 89°30'16" WEST, 30.61 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS OF LESLIE E AND KYLE D LAWLESS; THENCE LEAVING SAID NORTH LINE AND RUNNING, SOUTH 89°30'16" WEST, 35.90 FEET TO A POINT; THENCE, SOUTH 87°55'51" WEST, 8.71 FEET TO A POINT ON THE EAST LINE OF THE LANDS OF JOHN AND SHERRY R. REYNOLDS, AS RECORDED IN DEED BOOK 528 PAGE 467 AND THE TRUE POINT OF BEGINNING; THENCE, SOUTH 87°55'51" WEST, 102.05 FEET TO A POINT; THENCE, NORTH 72°42'27" WEST, 57.01 FEET TO A POINT; THENCE, NORTH 61°28'37" WEST, 53.77 FEET TO A POINT; THENCE, SOUTH 89°50'49" WEST, 172.27 FEET TO A POINT; THENCE, SOUTH 58°37'14" WEST, 91.65 FEET TO A POINT; THENCE, SOUTH 48°40'55" WEST, 73.75 FEET TO A POINT; THENCE, SOUTH 52°58'40" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 37°01'29" WEST, 10.00 FEET TO THE ENDING AT A POINT ON THE LEASE AREA.

BEARINGS ARE BASED ON KENTUCKY GRID NORTH, MAGNET, SINGLE ZONE.

*Sherry Reynolds 3-3-2020*  
*Johnny Farris 3-3-20*



**SITE INFORMATION**  
 LEASE AREA = 10,000 SQUARE FEET OR 0.23 ACRES  
 LOCATED - 300 FEET BY 330 FEET OR 0.11 ACRES  
 LOCATED - 400 FEET BY 250 FEET OR 0.10 ACRES  
 AT CENTER OF LEASE AREA  
 ELEVATION AT CENTER OF LEASE AREA = 1128.1' ABSSL

STATE OF KENTUCKY  
 DARRELL TAYLOR  
 4179  
 LICENSED PROFESSIONAL LAND SURVEYOR

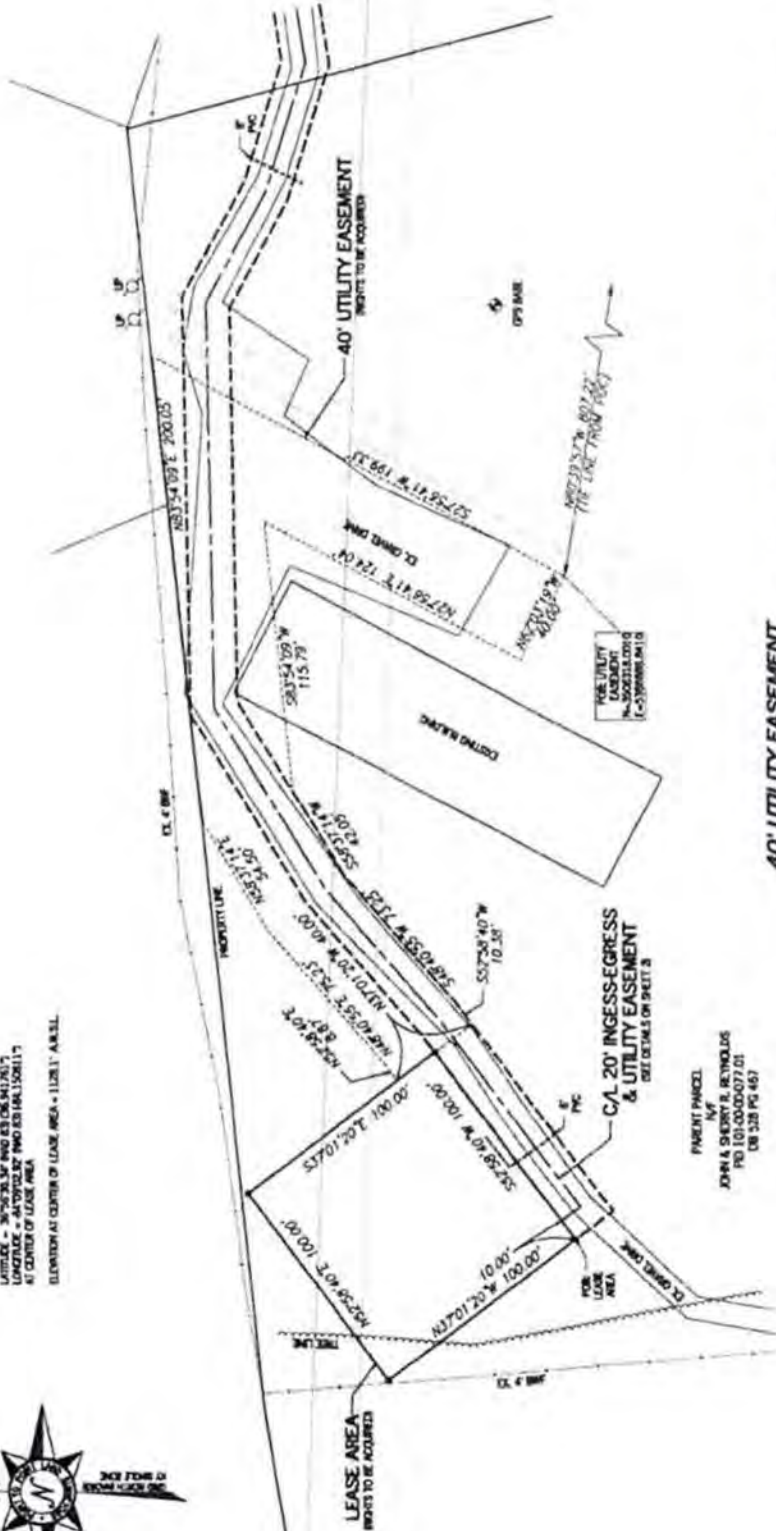
NO.	DATE	REVISION
1	06/24/2010	ORIGIN
2	07/01/2010	REVISED
3	07/01/2010	REVISED

POINT TO POINT LAND SURVEYORS  
 100 Governors Trace, Ste. 103  
 Peachtree City, GA 30269  
 (p) 678.565.4440 (f) 678.565.4497  
 (w) pointtopointsurvey.com



PARKS BRANCH  
 WHITLEY COUNTY, KENTUCKY

DATE: AUGUST 15, 2010  
 SHEET: 3 OF 4



**40' UTILITY EASEMENT**  
 TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/2 INCH NEAR (ROUND MARKED) ON P.L. 2, 2009 AT THE WESTERN BENT OF SHERRY LINE OF SHERRY WHITE LAKE. A PUBLIC RIGHT OF WAY, SAID RIGHT OF WAY HAVING A KENTUCKY GRID NORTH (KNO) SINGLE ZONE VALUE OF N. 266187.0781, E. 330663.3669 AND WEST 1/4 CORNER AS RECORDED IN DEED BOOK 539 PAGE 433, THENCE LEAVING SAID WESTERN BENT OF SHERRY LINE OF SHERRY WHITE LAKE AND ALIGNING ALONG A T.E. LINE, NORTH 80°19'57" WEST, 807.22 FEET TO A POINT (HAVING A KENTUCKY GRID NORTH, KNO), SINGLE ZONE VALUE OF N. 266338.10010, E. 3308808.8410 AND THE TRAIL POINT OF BEGINNING, THENCE BEARING NORTH 82°03'15" WEST, 40.00 FEET TO A POINT; THENCE, NORTH 27°54'41" EAST, 124.04 FEET TO A POINT; THENCE, SOUTH 82°54'09" WEST, 115.79 FEET TO A POINT; THENCE, SOUTH 50°37'14" WEST, 42.09 FEET TO A POINT; THENCE, SOUTH 48°47'55" WEST, 73.25 FEET TO A POINT; THENCE, SOUTH 52°59'49" WEST, 10.38 FEET TO A POINT; THENCE, NORTH 37°01'20" WEST, 40.00 FEET TO A POINT; THENCE, NORTH 52°38'47" EAST, 8.87 FEET TO A POINT; THENCE, NORTH 48°47'55" EAST, 74.23 FEET TO A POINT; THENCE, NORTH 50°37'14" EAST, 54.50 FEET TO A POINT; THENCE, NORTH 82°54'09" EAST, 200.05 FEET TO A POINT; THENCE, SOUTH 27°54'41" WEST, 199.33 FEET TO A POINT AND TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.4148 ACRES (118,070 SQUARE FEET), MORE OR LESS.

PARENT PARCEL:  
 M/T  
 JOHN A. BENTLEY, JR.  
 P.L. 103, 200, 407, 01,  
 EB 128 PG 467



**LEGEND**  
 FOR THE PURPOSE OF THIS SURVEY:  
 ALL POINTS OF BEGINNING AND ENDING SHALL BE IDENTIFIED BY A ROUND MARKED POINT.  
 ALL POINTS OF BEGINNING AND ENDING SHALL BE IDENTIFIED BY A ROUND MARKED POINT.  
 ALL POINTS OF BEGINNING AND ENDING SHALL BE IDENTIFIED BY A ROUND MARKED POINT.  
 ALL POINTS OF BEGINNING AND ENDING SHALL BE IDENTIFIED BY A ROUND MARKED POINT.  
 ALL POINTS OF BEGINNING AND ENDING SHALL BE IDENTIFIED BY A ROUND MARKED POINT.

*Deed Reference 33 2010*  
*July 2010*

POINT TO POINT LAND SURVEYORS



**Prepared by and Return to:**

Integrisite, Inc.

Attn: Ann Larsen *Ann Larsen*

214 Expo Circle, Suite 4

West Monroe, LA 71292

Cell Site No.: \_\_\_\_\_

Cell Site Name: Parks Branch

FA#: 14911055

County: Whitley

## EASEMENT AGREEMENT

This Easement Agreement (this "Agreement") is hereby entered into by and between Johnny Lee Farris, a single man, whose mailing address is 516 Hart Road, Corbin, KY 40701 ("Grantor") and New Cingular Wireless PCS, LLC, whose mailing address is 1025 Lenox Park Blvd., NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 ("Grantee").

WHEREAS, Grantee, leases certain rights and real property located at 449 Snow White Lane, Corbin, KY (the "Leased Premises"), from John Reynolds and Sherry R. Reynolds, pursuant to an Option and Land Lease Agreement, dated March 12, 2020 ("Lease"), for the operation of radio antennae facility for wireless communications;

WHEREAS, Grantee requires an easement across Grantor's property (the "Property") for ingress and egress to Grantee's antennae facility on the Leased Premises and to install utilities to Grantee's antennae facility on the Leased Premises that is subject to Grantee's Lease; and

WHEREAS, the parties agree that the term of the Easement should be coterminous with the term of the Lease and expire or terminate when that Lease expires or terminates; Lease term is ninety (90) years.

NOW THEREFORE, for and in consideration of the sum of Five Thousand and <sup>00</sup>/<sub>100</sub> Dollars (\$5,000.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Grantor grants and conveys to Grantee a nonexclusive easement for ingress and egress and the installation, use, repair, replacement, inspection and maintenance of utilities over, through and along a portion of the Grantor's property as described in Exhibit A (the "Easement") for so long as the Lease is in effect. The Easement granted herein, may be used to provide any utility services necessary for the operation of the radio antenna facility by Grantee and/or any other tenants, subtenants or licensees of Grantee or Landlord.
2. The Easement shall be appurtenant to Grantee's interest in the property described in the Lease and will run with the land for the term of Landlord's lease to Grantee (as such may be renewed, extended, assigned and/or subleased by Grantee).
3. At the expiration or termination of the Lease, Grantee will, to the extent reasonable, restore the Easement to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Grantee's control excepted. Notwithstanding the foregoing, Grantee will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Grantee be



required to remove any underground utilities from the Easement. All conduit, cables, wires and other equipment installed in the Easement shall be and remain Grantee's personal property.

4. Grantee agrees that it will indemnify, defend and hold Grantor harmless from and against any direct injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees) resulting from Grantee's exercise of its rights granted herein or its breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Grantor, its employees, agents or independent contractors.

5. Grantor warrants that he/she/they are the owners of the Property occupied by the Easement herein granted, and that Grantor has the right to make this conveyance. Grantor warrants and represents that he/she/they have no knowledge of the existence of past or present production, storage, treatment or disposal of any toxic or hazardous waste or substance, or of hazardous/toxic waste contamination conditions applicable to the Easement or the Property. Grantee shall not be held liable to Grantor, or its assigns, for any hazardous materials found on or about the Easement or the Property unless the hazardous materials were brought onto the Easement or Property by Grantee. Grantor will be solely liable for the clean-up and removal of hazardous substances and the restoration of the Property related to such hazardous substances, except to the extent generated by Grantee's operations. Grantor will defend, indemnify and hold harmless Grantee from and against any and all liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees, including reasonable attorneys' fees, related to Grantor's breach of any of the above representations and warranties. This indemnity specifically includes costs, expenses, and fees incurred by Grantee in connection with any investigation of Property conditions or clean-up, removal or restoration of the Property related to hazardous materials required by any governmental authority. This indemnification will survive the termination of this Agreement.

6. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind its self, and its heirs and assigns, to warrant and forever defend all and singular the Easement unto Grantee and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

[End of page. Signature page follows.]



GRANTEE:

New Cingular Wireless PCS , LLC  
By: AT&T Mobility Corporation, its Manager

By: *Chris Tharp* 3-12-2020

Print Name: Chris Tharp

Its: Area Manager Network Engineering

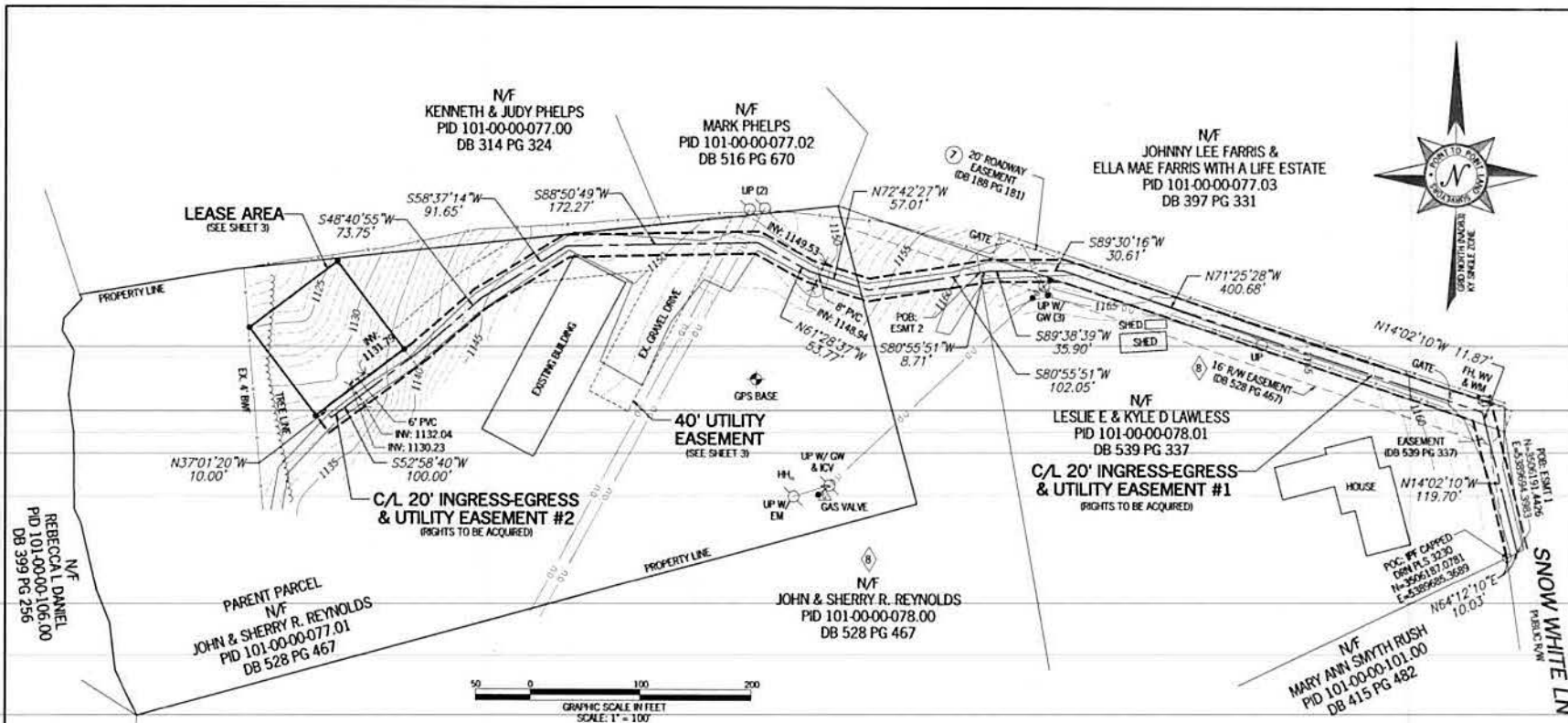
STATE OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

On the 12<sup>th</sup> day of March, 2020, before me, the undersigned, a notary public in and for said state, personally appeared Chris Tharp, as Area Manager – Network Engineering, of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, by, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his stated capacity, and that by his signature on the instrument, the person or entity upon behalf of which the individual acted, executed the instrument.



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





STATE of KENTUCKY  
 G. DARRELL  
 TAYLOR  
 4179  
 LICENSED  
 PROFESSIONAL  
 LAND SURVEYOR

NO.	DATE	REVISION
1	09/23/2019	CLIENT COMMENTS - NEW
2	10/03/2019	R/W LABEL - DIMN
3	03/03/2020	UTILITY EASEMENT - NEW

\* SPECIFIC PURPOSE SURVEY PREPARED BY:  
**POINT TO POINT  
 LAND SURVEYORS**  
 100 Governors Trace, Ste. 103  
 Peachtree City, GA 30269  
 (p) 678.565.4440 (f) 678.565.4497  
 (w) pointtopointsurvey.com



SPECIFIC PURPOSE SURVEY PREPARED FOR:



**PARKS BRANCH**

WHITLEY COUNTY,  
 KENTUCKY

DRAWN BY: ANG  
 CHECKED BY: JAL  
 APPROVED: D. MILLER  
 DATE: AUGUST 15, 2019

SHEET:  
**2**  
 OF 4

**20' INGRESS-EGRESS & UTILITY EASEMENT #1**

TOGETHER WITH 20FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT (LYING 10 FEET EACH SIDE OF CENTERLINE) LYING AND BEING IN WHITLEY COUNTY, KENTUCKY, AND BEING PART OF THE LANDS OF LESLIE E AND KYLE D LAWLESS, AS RECORDED IN DEED BOOK 539 PAGE 337, WHITLEY COUNTY RECORDS, WHITLEY COUNTY, KENTUCKY, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/2-INCH REBAR FOUND (CAPPED: DRN PLS 3230) AT THE WESTERLY RIGHT-OF-WAY LINE OF SNOW WHITE LANE, A PUBLIC RIGHT OF WAY, SAID REBAR FOUND HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3506187.0781, E: 5389685.3689 AND MARKING THE COMMON CORNER OF THE LANDS OF MARY ANN SMYTH RUSH, AS RECORDED IN DEED BOOK 415, PAGE 482 AND THE LANDS OF LESLIE E AND KYLE D LAWLESS, AS RECORDED IN DEED BOOK 539 PAGE 337; THENCE RUNNING ALONG THE SOUTH LINE OF SAID LANDS OF LESLIE E AND KYLE D LAWLESS, NORTH 64°12'10" EAST, 10.03 FEET TO A POINT HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3506191.4426, E: 5389694.3983 AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE AND RUNNING, NORTH 14°02'10" WEST, 119.70 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS OF LESLIE E AND KYLE D LAWLESS; THENCE LEAVING SAID NORTH LINE AND RUNNING, NORTH 14°02'10" WEST, 11.87 FEET TO A POINT; THENCE, NORTH 71°25'28" WEST, 400.68 FEET TO A POINT; THENCE, SOUTH 89°30'16" WEST, 30.61 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS OF LESLIE E AND KYLE D LAWLESS; THENCE LEAVING SAID NORTH LINE AND RUNNING, SOUTH 89°38'39" WEST, 35.90 FEET TO A POINT; THENCE, SOUTH 80°55'51" WEST, 8.71 FEET TO A POINT ON THE EAST LINE OF THE LANDS OF JOHN AND SHERRY R. REYNOLDS, AS RECORDED IN DEED BOOK 528 PAGE 467.

BEARINGS ARE BASED ON KENTUCKY GRID NORTH, NAD83, SINGLE ZONE.

**20' INGRESS-EGRESS & UTILITY EASEMENT #2**

TOGETHER WITH 20FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT (LYING 10 FEET EACH SIDE OF CENTERLINE) LYING AND BEING IN WHITLEY COUNTY, KENTUCKY, AND BEING PART OF THE LANDS OF JOHN AND SHERRY R. REYNOLDS, AS RECORDED IN DEED BOOK 528 PAGE 467, WHITLEY COUNTY RECORDS, WHITLEY COUNTY, KENTUCKY, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/2-INCH REBAR FOUND (CAPPED: DRN PLS 3230) AT THE WESTERLY RIGHT-OF-WAY LINE OF SNOW WHITE LANE, A PUBLIC RIGHT OF WAY, SAID REBAR FOUND HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3506187.0781, E: 5389685.3689 AND MARKING THE COMMON CORNER OF THE LANDS OF MARY ANN SMYTH RUSH, AS RECORDED IN DEED BOOK 415, PAGE 482 AND THE LANDS OF LESLIE E AND KYLE D LAWLESS, AS RECORDED IN DEED BOOK 539 PAGE 337; THENCE RUNNING ALONG THE SOUTH LINE OF SAID LANDS OF LESLIE E AND KYLE D LAWLESS, NORTH 64°12'10" EAST, 10.03 FEET TO A POINT HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3506191.4426, E: 5389694.3983; THENCE LEAVING SAID SOUTH LINE AND RUNNING, NORTH 14°02'10" WEST, 119.70 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS OF LESLIE E AND KYLE D LAWLESS; THENCE LEAVING SAID NORTH LINE AND RUNNING, NORTH 14°02'10" WEST, 11.87 FEET TO A POINT; THENCE, NORTH 71°25'28" WEST, 400.68 FEET TO A POINT; THENCE, SOUTH 89°30'16" WEST, 30.61 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS OF LESLIE E AND KYLE D LAWLESS; THENCE LEAVING SAID NORTH LINE AND RUNNING, SOUTH 89°38'39" WEST, 35.90 FEET TO A POINT; THENCE, SOUTH 80°55'51" WEST, 8.71 FEET TO A POINT ON THE EAST LINE OF THE LANDS OF JOHN AND SHERRY R. REYNOLDS, AS RECORDED IN DEED BOOK 528 PAGE 467 AND THE TRUE POINT OF BEGINNING; THENCE, SOUTH 80°55'51" WEST, 102.05 FEET TO A POINT; THENCE, NORTH 72°42'27" WEST, 57.01 FEET TO A POINT; THENCE, NORTH 61°28'37" WEST, 53.77 FEET TO A POINT; THENCE, SOUTH 88°50'49" WEST, 172.27 FEET TO A POINT; THENCE, SOUTH 58°37'14" WEST, 91.65 FEET TO A POINT; THENCE, SOUTH 88°50'49" WEST, 172.27 FEET TO THE ENDING AT A POINT ON THE EAST LINE OF THE LANDS OF JOHN AND SHERRY R. REYNOLDS, AS RECORDED IN DEED BOOK 528 PAGE 467.

BEARINGS ARE BASED ON KENTUCKY GRID NORTH, NAD83, SINGLE ZONE.

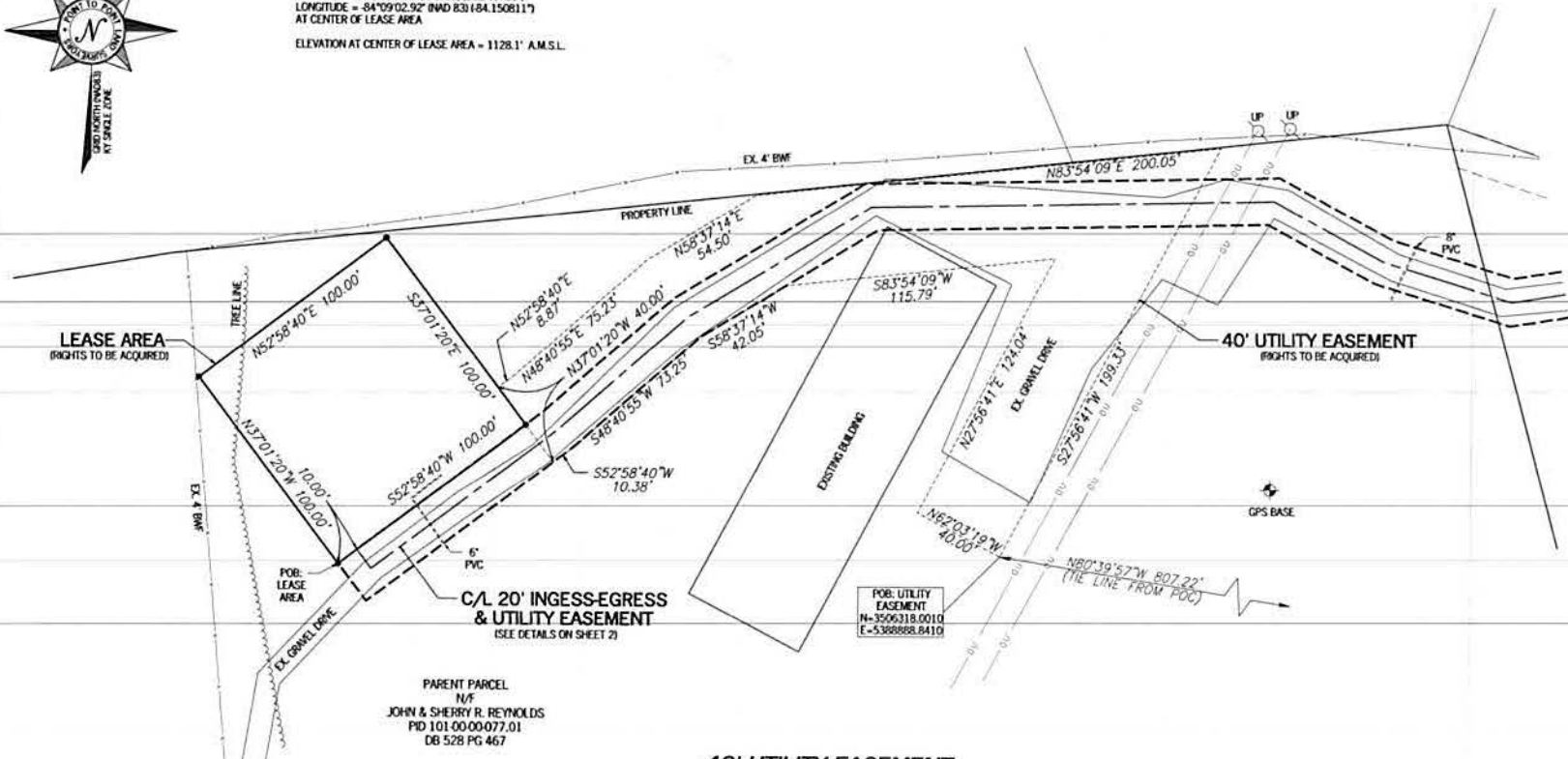
- LEGEND**
- POB POINT OF BEGINNING
  - POC POINT OF COMMENCEMENT
  - PS IRON PIN SET
  - PIF IRON PIN FOUND
  - CMF CONCRETE MONUMENT FOUND
  - UP UTILITY POLE
  - GW GUY WIRE
  - PH FIRE HYDRANT
  - WM WATER METER
  - WV WATER VALVE
  - WH WATER HOLE
  - KV KENTUCKY CONTROL VALVE
  - RW RIGHT-OF-WAY
  - RFW ROW FRAMELINE
  - SMF SHARDED IRON FENCE
  - EM ELECTRIC METER
  - PVC POLYMERIZING VINYL CHLORIDE
  - AW ARB

(SURVEY NOT VALID WITHOUT SHEETS 1, 3 & 4)



**SITE INFORMATION**

LEASE AREA = 10,000 SQUARE FEET (0.2296 ACRES)  
 LATITUDE = 36°56'30.34" (NAD 83) (36.9417617)  
 LONGITUDE = -84°09'02.92" (NAD 83) (-84.1508117)  
 AT CENTER OF LEASE AREA  
 ELEVATION AT CENTER OF LEASE AREA = 1128.1' A.M.S.L.



PARENT PARCEL  
 N/F  
 JOHN & SHERRY R. REYNOLDS  
 PID 101 00 00 077.01  
 DB 528 PG 467

POB: UTILITY EASEMENT  
 N-3506318.0010  
 E-5388888.8410

**40' UTILITY EASEMENT**

TOGETHER WITH 40 FOOT WIDE UTILITY EASEMENT LYING AND BEING IN WHITLEY COUNTY, KENTUCKY, AND BEING PART OF THE LANDS OF JOHN AND SHERRY R. REYNOLDS, AS RECORDED IN DEED BOOK 528 PAGE 467, WHITLEY COUNTY RECORDS, WHITLEY COUNTY, KENTUCKY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/2 INCH REBAR FOUND (CAPPED: DRN PLS 3230) AT THE WESTERLY RIGHT-OF-WAY LINE OF SNOW WHITE LANE, A PUBLIC RIGHT OF WAY, SAID REBAR FOUND HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3506187.0781, E: 5389685.3689 AND MARKING THE COMMON CORNER OF THE LANDS OF MARY ANN SMYTH RUSH, AS RECORDED IN DEED BOOK 415, PAGE 482 AND THE LANDS OF LESLIE E AND KYLE D. LAWLESS, AS RECORDED IN DEED BOOK 539 PAGE 337; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF SNOW WHITE LANE AND RUNNING ALONG A TIE LINE, NORTH 80°39'57" WEST, 807.22 FEET TO A POINT HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3506318.0010, E: 5388888.8410 AND THE TRUE POINT OF BEGINNING; THENCE RUNNING, NORTH 62°03'19" WEST, 40.00 FEET TO A POINT; THENCE, NORTH 27°56'41" EAST, 124.04 FEET TO A POINT; THENCE, SOUTH 83°54'09" WEST, 115.79 FEET TO A POINT; THENCE, SOUTH 58°37'14" WEST, 42.05 FEET TO A POINT; THENCE, SOUTH 48°40'55" WEST, 73.25 FEET TO A POINT; THENCE, SOUTH 52°58'40" WEST, 10.38 FEET TO A POINT; THENCE, NORTH 37°01'20" WEST, 40.00 FEET TO A POINT; THENCE, NORTH 52°58'40" EAST, 8.87 FEET TO A POINT; THENCE, NORTH 48°40'55" EAST, 75.23 FEET TO A POINT; THENCE, NORTH 58°37'14" EAST, 54.50 FEET TO A POINT; THENCE, NORTH 83°54'09" EAST, 200.05 FEET TO A POINT; THENCE, SOUTH 27°56'41" WEST, 199.33 FEET TO A POINT AND THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.4148 ACRES (18,070 SQUARE FEET), MORE OR LESS.

- LEGEND**
- POB POINT OF BEGINNING
  - PVC POINT OF COMMENCEMENT
  - IPF IRON PIN SET
  - IPF IRON PIN FOUND
  - CMF CONCRETE MONUMENT FOUND
  - UP UTILITY POLE
  - GWF GUY WIRE
  - FW FIRE HYDRANT
  - HW WATER METER
  - WV WATER VALVE
  - PHV HAND HOLE
  - ICV IRRIGATION CONTROL VALVE
  - RFH RIGHT-OF-WAY
  - RFV ROW FORMERLY
  - SBF BARBED WIRE FENCE
  - EMF ELECTRIC METER
  - PVC POLYETHYLENE WIRE OR CABLE
  - AW ARROW



STATE of KENTUCKY  
 G. DARRELL TAYLOR  
 4179  
 LICENSED PROFESSIONAL LAND SURVEYOR

NO.	DATE	REVISION
1	09/23/2019	CLIENT COMMENTS - NEW
2	10/03/2019	R/W LABEL - DMM
3	03/03/2020	UTILITY EASEMENT - NRM

\* SPECIFIC PURPOSE SURVEY PREPARED BY:  
**POINT TO POINT LAND SURVEYORS**  
 100 Governors Trace, Ste. 103  
 Peachtree City, GA 30269  
 (p) 678.565.4440 (f) 678.565.4497  
 (w) pointtopointsurvey.com



SPECIFIC PURPOSE SURVEY PREPARED FOR:



**PARKS BRANCH**

WHITLEY COUNTY, KENTUCKY

DRAWN BY: ANJ  
 CHECKED BY: JKL  
 APPROVED BY: D. MILLER  
 DATE: AUGUST 15, 2019  
 P2P JOB #: 19354SKY

SHEET:  
**3**  
 OF 4

[SURVEY NOT VALID WITHOUT SHEETS 1, 2 & 4]

C:\Users\jkl\Desktop\19354SKY\19354SKY.dwg 10/15/2019 10:15:45 AM 19354SKY.dwg

**PARCEL 101-00-00-077.01 PER US TITLE SOLUTIONS FILE NO. 63351-KY1905-5030**

BEGINNING ON A 20" PINE (DEAD) A CORNER TO KENNETH AND JUDY PHELPS (H&W) IN DEED BOOK 345 PAGE 537 (343/537), JOHNNY LEE FARRIS 397/331, AND RICHARD D. AND LORE A. BRYANT (H&W) 465/563, THENCE WITH BRYANT PASSING THROUGH A WITNESS PIN SET ON THE SOUTH SIDE OF A 16" R/W AT 19.43' FROM THE PINE CORNER S 13 DEGREES 40' 32" E FOR A TOTAL DISTANCE OF 280.09' TO AN IRON PIN (L/P) SET, THENCE WITH BRYANT S 76 DEGREES 01' 28" W 734.59' TO THE CENTER LINE (C/L) OF ROBERT SHARP'S BRANCH PASSING THROUGH A WITNESS PIN 16.59' SHORT OF THE BRANCH, THENCE DOWN ROBERT SHARP'S BRANCH WITH THE U.S. CORPS OF ENGINEERS TRACT NO. 928 IN 235/513 FOR TWELVE CALLS: N 24 DEGREES 08' 25" W 44.92'; N 05 DEGREES 22' 07" W 43.66'; N 20 DEGREES 08' 28" W 31.50'; N 11 DEGREES 55' 22" W 63.66'; N 24 DEGREES 29' 48" W 14.10'; N 00 DEG 55' 59" E 68.82'; N 06 DEGREES 33' 16" W 34.77'; N 08 DEGREES 33' 54" E 40.72'; N 30 DEGREES 15' 03" W 21.22'; N 08 DEGREES 26' 50" E 11.22'; N 44 DEGREES 42' 54" E 24.57'; N 26 DEGREES 28' 09" W 4.62' TO A POINT, THENCE WITH KENNETH AND JUDY PHELPS 314/324 PASSING THROUGH A WITNESS PIN 9.97' FROM THE C/L OF THE CREEK N 82 DEGREES 02' 33" E A TOTAL DISTANCE OF 144.78' TO A SET MARKER AT THE BASE OF AN X-TIE POST, THENCE N 85 DEGREES 12' 04" E 548.19' ALSO PASSING KENNETH AND JUDY PHELPS 343/537 TO THE POINT OF BEGINNING CONTAINING 5.65 ACRES MORE OR LESS.

THERE IS A 16" R/W BEGINNING ON AN IRON PIN ON THE WEST SIDE AT THE END OF THE 30' R/W OF SNOW WHITE LANE, THENCE N 70 DEGREES 04' 30" W 617.53' TO AN L/P SET IN THE LINE BETWEEN RICHARD D. AND LORE A. BRYANT (H&W) 465/563 AND LORETTA MCDANIEL'S 344/298, THENCE WITH THEIR LINE N 13 DEGREES 40' 32" W 19.21' TO A 20" DEAD PINE CORNER, THENCE APPROXIMATELY WITH A FENCE BETWEEN BRYANT AND JOHNNY LEE FARRIS 397/331 S 70 DEGREES 04' 39" E 637.81' TO A YELLOW PINE CORNER AT THE END OF THE 30' R/W OF SNOW WHITE LANE. THE R/W CONTAINS ABOUT 10,000 SQ. FT.

ALL IRON PINS ARE SET WITH 1/2" X 18" REBAR WITH PLASTIC CAP NOTED 'HS 3301.' BEARINGS ARE REFERENCED TO DEED BOOK 415 PAGE 482.

NOTE: SEE ROADWAY EASEMENT OF RECORD IN MISCELLANEOUS BOOK 123, PAGE 340.

**TITLE EXCEPTIONS**

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY US TITLE SOLUTIONS, EXAMINED FROM 6/3/1954 EXAMINED THRU 5/20/2019, BEING FILE NO. 63351-KY1905-5030, FOR THE SUBJECT PROPERTY, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.

**EASEMENTS AND RIGHTS OF WAY**

7. ROADWAY EASEMENT BY LELAND PHELPS AND WIFE, ANNA SUE PHELPS TO LORETTA MCDANIEL, DATED 1/24/2003 RECORDED 1/24/2003 IN BOOK 123 PAGE 340. NOTES: EASEMENT

(THIS ITEM DESCRIPTION IS TOO VAGUE TO BE PLOTTED)

**MORTGAGE SCHEDULE**

1. REAL ESTATE MORTGAGE MADE BY JOHN REYNOLDS, A/K/A JOHN G. REYNOLDS, AND HIS WIFE, SHERRY R. REYNOLDS TO FIRST STATE BANK OF THE SOUTHEAST, INC. IN THE SUM OF \$350,000.00 DATED AS OF 3/30/2018 RECORDED 4/2/2018 IN BOOK 627 PAGE 250.

(THIS ITEM IS APPLICABLE TO PARCEL 101-00-00-077.01)

**LEASE AREA**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN WHITLEY COUNTY, KENTUCKY, AND BEING PART OF THE LANDS OF JOHN AND SHERRY R. REYNOLDS, AS RECORDED IN DEED BOOK 528 PAGE 467, WHITLEY COUNTY RECORDS, WHITLEY COUNTY, KENTUCKY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/2" INCH REBAR FOUND (CAPPED: DRN PLS 3230) AT THE WESTERLY RIGHT-OF-WAY LINE OF SNOW WHITE LANE, A PUBLIC RIGHT OF WAY, SAID REBAR FOUND HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3506187.0781, E: 5389685.3689 AND MARKING THE COMMON CORNER OF THE LANDS OF MARY ANN SMYTH RUSH, AS RECORDED IN DEED BOOK 415 PAGE 482 AND THE LANDS OF LESLIE E AND KYLE D LAWLESS, AS RECORDED IN DEED BOOK 528 PAGE 467, THENCE RUNNING ALONG THE SOUTH LINE OF SAID LANDS OF LESLIE E AND KYLE D LAWLESS, NORTH 64°12'10" EAST, 10.03 FEET TO A POINT HAVING KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3506191.4426, E: 5389694.3983; THENCE LEAVING SAID SOUTH LINE AND RUNNING, NORTH 14°02'10" WEST, 119.70 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS OF LESLIE E AND KYLE D LAWLESS; THENCE LEAVING SAID NORTH LINE AND RUNNING, NORTH 14°02'10" WEST, 11.87 FEET TO A POINT; THENCE, NORTH 71°25'28" WEST, 400.68 FEET TO A POINT; THENCE, SOUTH 89°38'39" WEST, 30.61 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS OF LESLIE E AND KYLE D LAWLESS; THENCE LEAVING SAID NORTH LINE AND RUNNING, SOUTH 89°38'39" WEST, 35.90 FEET TO A POINT; THENCE, SOUTH 80°55'51" WEST, 8.71 FEET TO A POINT ON THE EAST LINE OF THE LANDS OF JOHN AND SHERRY R. REYNOLDS, AS RECORDED IN DEED BOOK 528 PAGE 467; THENCE, SOUTH 80°55'51" WEST, 102.05 FEET TO A POINT; THENCE, NORTH 72°42'27" WEST, 57.01 FEET TO A POINT; THENCE, NORTH 61°28'37" WEST, 53.77 FEET TO A POINT; THENCE, SOUTH 88°50'49" WEST, 172.27 FEET TO A POINT; THENCE, SOUTH 58°37'14" WEST, 91.65 FEET TO A POINT; THENCE, SOUTH 48°40'55" WEST, 73.75 FEET TO A POINT; THENCE, SOUTH 52°58'40" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 37°01'20" WEST, 10.00 FEET TO A POINT ON THE LEASE AREA; THENCE RUNNING ALONG SAID LEASE AREA, SOUTH 52°58'40" WEST, 10.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE, NORTH 37°01'20" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 52°58'40" EAST, 100.00 FEET TO A POINT; THENCE, SOUTH 37°01'20" EAST, 100.00 FEET TO A POINT; THENCE, SOUTH 52°58'40" WEST, 100.00 FEET TO A POINT AND THE POINT OF BEGINNING.

BEARINGS ARE BASED ON KENTUCKY GRID NORTH, NAD83, SINGLE ZONE.

SAID TRACT CONTAINS 0.2296 ACRES (10,000 SQUARE FEET), MORE OR LESS.

**PARCEL 101-00-00-078.00 PER US TITLE SOLUTIONS FILE NO. 63352-KY1905-5030**

TRACT 1:

BEGINNING AT A METAL STAKE ON LELAND PHELPS AND HENRY SHACKELFORD; THENCE RUNNING SOUTHWEST WITH HENRY SHACKELFORD LINE 550 FEET TO AN OAK TREE AT THE CORNER OF HENRY SHACKELFORD AND ROBERT SHARP; THENCE RUNNING NORTHWEST WITH ROBERT SHARP'S LINE 430 FEET TO A METAL STAKE IN ROBERT SHARP'S BRANCH; THENCE RUNNING EAST 730 FEET TO A METAL STAKE IN LELAND PHELPS' LINE; THENCE RUNNING SOUTH WITH LELAND PHELPS LINE 285 FEET TO THE BEGINNING.

TRACT 2:

BEGINNING AT A POPLAR TREE AT THE CORNER OF TIM DAVIS AND HENRY SHACKELFORD PROPERTY, THENCE RUNNING SOUTHWEST WITH HENRY SHACKELFORD'S LINE 550 FEET TO A METAL STAKE; THENCE NORTH 570 FEET TO A PINE TREE AT THE CORNER OF ELLA MAE FARRIS AND KENNETH PHELPS PROPERTY; THENCE RUNNING 639 FEET SOUTHEAST WITH ELLA MAE FARRIS PROPERTY TO A PINE TREE AT TIM DAVIS LINE; THENCE RUNNING SOUTH WITH TIM DAVIS LINE 105 FEET TO THE BEGINNING.

THERE IS RESERVED A RIGHT OF WAY OF PASSAGE AND ROAD WHICH RUNS WITH THE LAND BEING 16 FEET WIDE BEGINNING AT THE METAL STAKE AT THE SOUTHEAST CORNER OF LELAND PHELPS PROPERTY; THENCE RUNNING NORTH ACROSS THE LELAND PHELPS PROPERTY 105 FEET TO THE NORTHEAST CORNER OF THE KENNETH PHELPS PROPERTY.

THERE IS EXCEPTED FROM THE FOREGOING A 3 ACRE TRACT PREVIOUSLY CONVEYED BY CHARLES S. WOOLLIAMS AND WIFE, LUCINDA WOOLLIAMS LESLIE LAWLESS AND HUSBAND, KYLE D. LAWLESS BY DEED DATED JANUARY 27, 2015, AND RECORDED IN DEED BOOK 526, PAGE 586.

**TITLE EXCEPTIONS**

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY US TITLE SOLUTIONS, EXAMINED FROM 6/3/1954 EXAMINED THRU 5/20/2019, BEING FILE NO. 63352-KY1905-5030, FOR THE SUBJECT PROPERTY, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.

**EASEMENTS AND RIGHTS OF WAY**

7. ROADWAY EASEMENT BY LELAND PHELPS AND WIFE, ANNA SUE PHELPS TO LORETTA MCDANIEL, DATED 1/24/2003 RECORDED 1/24/2003 IN BOOK 123 PAGE 340.

NOTES: TO CORRECT THE EASEMENT DESCRIPTION IN DEED BOOK 344, PAGE 304

(THIS ITEM DESCRIPTION IS TOO VAGUE TO BE PLOTTED)

8. WARRANTY DEED BY CHARLES S. WOOLLIAMS AND WIFE, LUCINDA WOOLLIAMS TO JOHN REYNOLDS AND WIFE, SHERRY R. REYNOLDS, DATED 5/22/2015 RECORDED 6/9/2015 IN BOOK 528 PAGE 467.

NOTES: RIGHT OF WAY DESCRIBED WITHIN DEED

(PLOTTABLE ITEMS ARE SHOWN HEREON)

**MORTGAGE SCHEDULE**

1. REAL ESTATE MORTGAGE MADE BY JOHN REYNOLDS, A/K/A JOHN G. REYNOLDS, AND HIS WIFE, SHERRY R. REYNOLDS TO FIRST STATE BANK OF THE SOUTHEAST, INC. IN THE SUM OF \$350,000.00 DATED AS OF 3/30/2018 RECORDED 4/2/2018 IN BOOK 627 PAGE 250.

(THIS ITEM IS APPLICABLE TO PARCEL 101-00-00-078.00)

**PARCEL 101-00-00-078.01 PER US TITLE SOLUTIONS FILE NO. 63352-KY1905-5030**

BEGINNING AT A 24" POPLAR (FOUND) BEING A COMMON CORNER TO CHARLES WOOLLIAMS (DB 488, PG 769), BILLY CLOUD (DB 399, PG 243), MARY RUSH (DB 415, PG 482) AND JIMMY STORM (DB 318, PG 103); THENCE LEAVING THE CLOUD AND STORM LINE AND RUNNING WITH THE COMMON LINE AND FENCE OF MARY RUSH SOUTH 64-14-26 WEST CROSSING A 1/2" IRON WITNESS MARKER FOUND (HS #3301) AT 23.70 FEET IN ALL 465.48 FEET TO AN IRON PIN SET; THENCE SEVERING THE PARENT TRACT WITH A NEW LINE NORTH 09-14-07 WEST A DISTANCE OF 476.92 FEET TO AN IRON PIN SET IN THE FENCE AND COMMON PROPERTY LINE OF JOHNNY FARRIS (DB 397, PG 381) SAID IRON PIN BEARS SOUTH 71-23-21 EAST A DISTANCE OF 133.10 FEET FROM AN IRON PIN CORNER FOUND (HS #3301) IN THE FENCE CORNER; THENCE WITH THE FENCE AND COMMON LINE OF FARRIS SOUTH 71-23-12 EAST A DISTANCE OF 504.71 FEET TO A 20" PINE FOUND AT THE CORNER BEING A COMMON CORNER TO WOOLLIAMS, FARRIS AND CLOUD; THENCE WITH THE CLOUD LINE SOUTH 09-14-07 EAST A DISTANCE OF 108.76 FEET TO THE POINT OF BEGINNING CONTAINING 3.00 ACRES AS SURVEYED BY DON R. MOLAN PLS #3230 ON DECEMBER 17 AND 18, 2014, WHITLEY COUNTY, KENTUCKY.

**TITLE EXCEPTIONS**

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY US TITLE SOLUTIONS, EXAMINED FROM 9/20/1960 EXAMINED THRU 5/20/2019, BEING FILE NO. 63352-KY1905-5030, FOR THE SUBJECT PROPERTY, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.

**EASEMENTS AND RIGHTS OF WAY**

7. ROADWAY EASEMENT BY LELAND PHELPS AND WIFE, ANNA SUE PHELPS TO LORETTA MCDANIEL, DATED 1/24/2003 RECORDED 1/24/2003 IN BOOK 123 PAGE 340.

(THIS ITEM DESCRIPTION IS TOO VAGUE TO BE PLOTTED)

**MORTGAGE SCHEDULE**

1. MORTGAGE MADE BY LESLIE E. LAWLESS AND KYLE D. LAWLESS, WIFE AND HUSBAND TO L & N FEDERAL CREDIT UNION IN THE SUM OF \$185,000.00 DATED AS OF 1/27/2015 RECORDED 2/2/2015 IN BOOK 589 PAGE 422.

(THIS ITEM IS APPLICABLE TO PARCEL 101-00-00-078.01)

2. REVOLVING CREDIT MORTGAGE MADE BY LESLIE E. LAWLESS AND KYLE D. LAWLESS, WIFE AND HUSBAND TO L & N FEDERAL CREDIT UNION IN THE SUM OF \$35,000.00 DATED AS OF 6/3/2015 RECORDED 6/7/2015 IN BOOK 593 PAGE 674.

(THIS ITEM IS APPLICABLE TO PARCEL 101-00-00-078.01)

3. MORTGAGE MADE BY LESLIE E. LAWLESS AND KYLE D. LAWLESS, WIFE AND HUSBAND TO L & N FEDERAL CREDIT UNION IN THE SUM OF \$177,000.00 DATED AS OF 2/2/2018 RECORDED 3/1/2018 IN BOOK 626 PAGE 48.

NOTES: EASEMENT FOR RIGHT OF WAY FOR PROGRESS AND EGRESS

(THIS ITEM IS APPLICABLE TO PARCEL 101-00-00-078.01)

**PARCEL 101-00-00-077.03 PER US TITLE SOLUTIONS FILE NO. 63354-KY1905-5030**

TRACT NO. I: BEGINNING ON THE NW CORNER OF THE PHELPS ROAD BRIDGE; THENCE WITH THE ROAD 355 FT TO KENNETH PHELPS LINE; THENCE NW 110 FT WITH KENNETH PHELPS LINE TO CONCRETE CORNER STONE; THENCE NE WITH CREEK TO POINT OF BEGINNING.

TRACT NO. II: (FROM LELAND PHELPS AND WIFE, PATRICIA PHELPS) BEGINNING ON A PINE TREE; THENCE WEST 639 FEET TO A PINE STREET AT KENNETH PHELPS LINE; THENCE WEST WITH KENNETH PHELPS LINE 377 FEET TO PHELPS ROAD; THENCE NE 239 FEET WITH PHELPS ROAD TO PARKS BRANCH THENCE WITH SAID BRANCH 525 FEET EAST TO THE BOUNDARY OF TIM DAVIS; THENCE WITH TIM DAVIS 595 FEET TO THE POINT OF BEGINNING.

**TITLE EXCEPTIONS**

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY US TITLE SOLUTIONS, EXAMINED FROM 06/03/1954 EXAMINED THRU 5/20/2019, BEING FILE NO. 63354-KY1905-5030, FOR THE SUBJECT PROPERTY, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.

**EASEMENTS AND RIGHTS OF WAY**

7. ROADWAY EASEMENT BY JOHNNY LEE FARRIS, A SINGLE MAN TO JOHN REYNOLDS AND WIFE, SHERRY REYNOLDS, DATED 3/8/2016 RECORDED 3/15/2016 IN BOOK 188 PAGE 181. NOTES: ROADWAY EASEMENT

(THIS ITEM'S DESCRIPTION IS TOO VAGUE TO BE PLOTTED. SHOWN HEREON AS THE PORTION OF THE 20' PROGRESS-EGRESS & UTILITY EASEMENT RUNNING WEST AND PARALLEL WITH THE SOUTH LINE OF TAX PARCEL 101-00-00-077.03)



NO.	DATE	REVISION
1	09/23/2019	CLIENT COMMENTS - NEW
2	10/03/2019	R/W LABEL - DMM
3	03/03/2020	UTILITY EASEMENT - NEW

\* SPECIFIC PURPOSE SURVEY PREPARED BY:  
**POINT TO POINT LAND SURVEYORS**  
 100 Governors Trace, Ste. 103  
 Peachtree City, GA 30269  
 (p) 678.565.4440 (f) 678.565.4497  
 (w) pointtopointsurvey.com



SPECIFIC PURPOSE SURVEY PREPARED FOR:



**PARKS BRANCH**

WHITLEY COUNTY, KENTUCKY

DRAWN BY: ANG  
 CHECKED BY: JKL  
 APPROVED: D. MILLER  
 DATE: AUGUST 15, 2019  
 PDP JOB #: 193545KY

SHEET:  
**4**  
 OF 4

SURVEY NOT VALID WITHOUT SHEETS 1-3

Prepared by and Return to:

Integrisite, Inc.

Attn: Ann Larsen *Ann Larsen*

214 Expo Circle, Suite 4

West Monroe, LA 71292

Cell Site No.: \_\_\_\_\_

Cell Site Name: Parks Branch

FA#: 14911055

County: Whitley

### EASEMENT AGREEMENT

This Easement Agreement (this "Agreement") is hereby entered into by and between Kyle D. Lawless and Leslie E. Lawless, a married couple, whose mailing address is 303 Snow White Lane, Corbin, KY 40701 ("Grantor") and New Cingular Wireless PCS, LLC, whose mailing address is 1025 Lenox Park Blvd., NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 ("Grantee").

WHEREAS, Grantee, leases certain rights and real property from John Reynolds and Sherry R. Reynolds, pursuant to a Land Lease Agreement, dated March 12, 2020 ("Lease"), for the operation of radio antennae facility for wireless communications;

WHEREAS, Grantee requires an easement across Grantor's property (the "Property") for ingress and egress to Grantee's antennae facility on the leased Property and to install utilities to Grantee's antennae facility on the leased Property that is subject to Grantee's Lease; and

WHEREAS, the parties agree that the term of the Easement should be coterminous with the term of the Lease and expire or terminate when that Lease expires or terminates; Lease term is ninety (90) years.

NOW THEREFORE, for and in consideration of the sum of Four Thousand and <sup>00</sup>/<sub>100</sub> Dollars (\$4,000.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Grantor grants and conveys to Grantee a nonexclusive easement for ingress and egress and the installation, use, repair, replacement, inspection and maintenance of utilities over, through and along a portion of the Grantor's property as described in Exhibit A (the "Easement") for so long as the Lease is in effect. The Easement granted herein, may be used to provide any utility services necessary for the operation of the radio antenna facility by Grantee and/or any other tenants, subtenants or licensees of Grantee or Landlord.
2. The Easement shall be appurtenant to Grantee's interest in the property described in the Lease and will run with the land for the term of Landlord's lease to Grantee (as such may be renewed, extended, assigned and/or subleased by Grantee).
3. At the expiration or termination of the Lease, Grantee will, to the extent reasonable, restore the Easement to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Grantee's control excepted. Notwithstanding the foregoing, Grantee will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Grantee be



required to remove any underground utilities from the Easement. All conduit, cables, wires and other equipment installed in the Easement shall be and remain Grantee's personal property.

4. Grantee agrees that it will indemnify, defend and hold Grantor harmless from and against any direct injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees) resulting from Grantee's exercise of its rights granted herein or its breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Grantor, its employees, agents or independent contractors.

5. Grantor warrants that he/she/they are the owners of the Property occupied by the Easement herein granted, and that Grantor has the right to make this conveyance. Grantor warrants and represents that he/she/they have no knowledge of the existence of past or present production, storage, treatment or disposal of any toxic or hazardous waste or substance, or of hazardous/toxic waste contamination conditions applicable to the Easement or the Property. Grantee shall not be held liable to Grantor, or its assigns, for any hazardous materials found on or about the Easement or the Property unless the hazardous materials were brought onto the Easement or Property by Grantee. Grantor will be solely liable for the clean-up and removal of hazardous substances and the restoration of the Property related to such hazardous substances, except to the extent generated by Grantee's operations. Grantor will defend, indemnify and hold harmless Grantee from and against any and all liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees, including reasonable attorneys' fees, related to Grantor's breach of any of the above representations and warranties. This indemnity specifically includes costs, expenses, and fees incurred by Grantee in connection with any investigation of Property conditions or clean-up, removal or restoration of the Property related to hazardous materials required by any governmental authority. This indemnification will survive the termination of this Agreement.

6. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind its self, and its heirs and assigns, to warrant and forever defend all and singular the Easement unto Grantee and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

[End of page. Signature page follows.]

This Agreement is executed effective as of the 10 day of March, 2019 <sup>2022</sup>

GRANTOR:

Kyle D. Lawless and Leslie E. Lawless,  
a married couple

Kyle D. Lawless 6-7-19  
Kyle D. Lawless

Leslie E. Lawless 6/7/19  
Leslie E. Lawless

STATE OF Kentucky )  
COUNTY OF Laurel ) ss:

On the 7 day of June, 2019, before me, personally appeared Kyle D. Lawless and Leslie E. Lawless, who acknowledged under oath, that they are the person(s) named in the within instrument, and that they executed the same in their stated capacity as the voluntary act and deed of the Grantor for the purposes therein contained.

Alda N. Walker  
Notary Public: # 619267  
My Commission Expires: March 11, 2023



GRANTEE:

New Cingular Wireless PCS , LLC  
By: AT&T Mobility Corporation, its Manager

By: *Chris Tharp* 3-12-2020  
Print Name: Chris Tharp  
Its: Area Manager Network Engineering

STATE OF KENTUCKY                    )  
  ) ss:  
COUNTY OF JEFFERSON            )

On the 12<sup>th</sup> day of March, 2020, before me, the undersigned, a notary public in and for said state, personally appeared Chris Tharp, as Area Manager – Network Engineering, of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, by, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his stated capacity, and that by his signature on the instrument, the person or entity upon behalf of which the individual acted, executed the instrument.



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

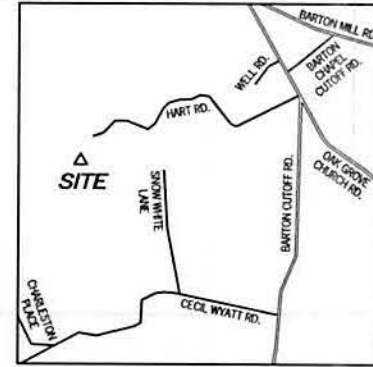


**SUBJECT PROPERTY**

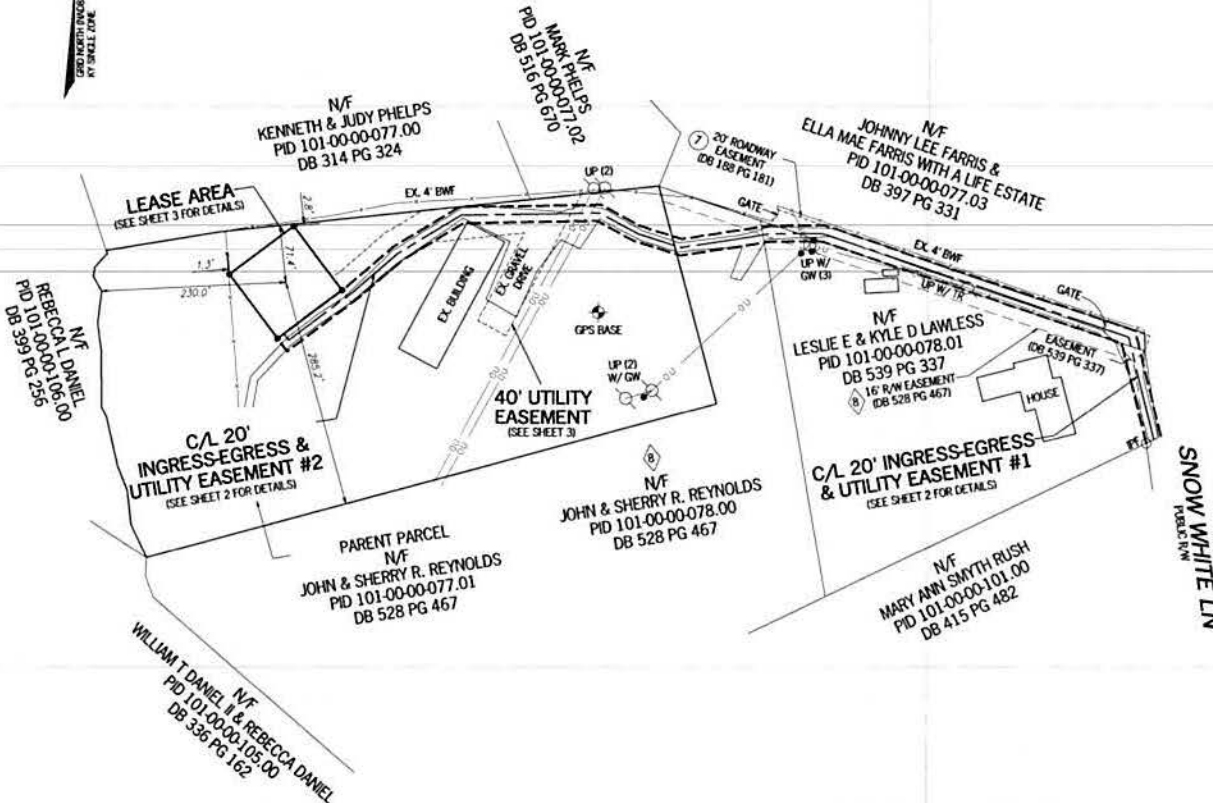
OWNER: JOHN & SHERRY R. REYNOLDS  
 SITE ADDRESS: 449 SNOWWHITE LN, CORBIN, KY 40701  
 PARCEL ID: 101-00-00-077.01  
 AREA: 5.65 ACRES PER TAX ASSESSORS  
 ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS  
 REFERENCE: DEED BOOK 528 PAGE 467

**GPS NOTES**

THE FOLLOWING GPS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:  
 POSITIONAL ACCURACY: 5.06 FEET (RMS), 0.08 FEET (MEAN)  
 TYPE OF EQUIPMENT: GEOMAX ZENTRUS PRO BASE AND ROVER, DUAL FREQUENCY  
 TYPE OF GPS FIELD PROCEDURE: ONLINE POSITION USER INTERFACE  
 DATES OF SURVEY: 07-22-2019  
 DATUM / EPOCH: NAD 83/2011 EPOCH 2010.00000  
 PUBLISHED / FIXED CONTROL USE: N/A  
 GEOID MODEL: 12B  
 COMBINED GEO FACTORS: 0.9999637 CENTERED ON THE GPS BASE POINT AS SHOWN HEREON  
 CONVERGENCE ANGLE: 00°58'57.56"



**VICINITY MAP**  
NOT TO SCALE



**GENERAL NOTES**

\* THIS SPECIFIC PURPOSE SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF AT&T AND EXCLUSIVELY FOR THE TRANSFER OF THE PROPOSED LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EVIDENCE OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

THIS SPECIFIC PURPOSE SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHTS-OF-WAY NOT SHOWN HEREON.

THE FIELD DATA UPON WHICH THIS SPECIFIC PURPOSE SURVEY IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000+ FEET AND AN ANGULAR ERROR OF 5.0" PER ANGLE POINT AND WAS NOT ADJUSTED FOR CLOSURE.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTIC & GEOMAX ZENTRUS 3S. DATE OF LAST FIELD VISIT: 07-22-2019

THE 1' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE ADJUSTED TO NAVD 83 DATUM (COMPUTED USING GEOID 12B) AND HAVE A VERTICAL ACCURACY OF ± 0.5'. CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

BEARINGS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON GRID NORTH (NAD 83) KENTUCKY SINGLE ZONE.

PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X AREA OF MINIMAL FLOOD HAZARD (COMMUNITY PANEL NO.: 23235C0256E DATED: 03/16/2015).

NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC PURPOSE SURVEY.

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

STATE OF KENTUCKY  
 G. DARRELL TAYLOR  
 4179  
 LICENSED PROFESSIONAL LAND SURVEYOR

NO.	DATE	REVISION
1	09/23/2019	CLIENT COMMENTS - NEW
2	10/03/2019	R/W LABEL - DRAW
3	03/03/2020	UTILITY EASEMENT - NEW

POINT TO POINT LAND SURVEYORS  
 100 Governors Trace, Ste. 103  
 Peachtree City, GA 30269  
 (p) 678.565.4440 (f) 678.565.4497  
 (w) pointtopointsurvey.com



SPECIFIC PURPOSE SURVEY PREPARED FOR:



PARKS BRANCH

WHTLEY COUNTY, KENTUCKY

DRAWN BY: AVG	SHEET:
CHECKED BY: JKL	1
APPROVED: D. MILLER	
DATE: AUGUST 15, 2019	
P2P JOB #: 19354SKY	OF 4

- LEGEND**
- POB POINT OF BEGINNING
  - POC POINT OF COMMENCEMENT
  - POI POINT OF INTERSECTION
  - PIF POINT OF FINISH
  - PIF POINT OF FINISH FOUND
  - CMF CONCRETE MONUMENT FOUND
  - UP UTILITY POLE
  - GW GUY WIRE
  - FW FIRE HYDRANT
  - WM WATER METER
  - WV WATER VALVE
  - HW HAND HOLE
  - ICV IRRIGATION CONTROL VALVE
  - RYW RIGHT-OF-WAY
  - NOF NON-FORMER
  - AWF AWAYED WIRE FENCE
  - EM ELECTRIC METER
  - PVC POLYETHYLENE VINYL CHLORIDE
  - BNY BARN



**SURVEYOR'S CERTIFICATE**

I, G. DARRELL TAYLOR, A KENTUCKY PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE INFORMATION SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECT SUPERVISION BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. THE UNADJUSTED PRECISION RATIO OF THE TRAVERSE EXCEEDED 1:10,000 AND WAS NOT ADJUSTED FOR CLOSURE. THIS SURVEY MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR AN URBAN SURVEY AS ESTABLISHED BY THE STATE OF KENTUCKY, PER 201 KAR 18:150 AND IN EFFECT ON THE DATE OF THIS SURVEY.

G. DARRELL TAYLOR, PLS 4179 DATE 03/03/2020



Know what's below.  
 Call before you dig

SURVEY NOT VALID WITHOUT SHEETS 2-4

STATE OF KENTUCKY  
 G. DARRELL TAYLOR  
 4179  
 LICENSED PROFESSIONAL  
 LAND SURVEYOR

NO.	DATE	REVISION
1	09/23/2019	CLIENT COMMENTS - NEW
2	10/03/2019	R/W LABEL - DAM
3	03/03/2020	UTILITY EASEMENT - NEW

SPECIFIC PURPOSE SURVEY PREPARED BY:  
**POINT TO POINT  
 LAND SURVEYORS**  
 100 Governors Trace, Ste. 103  
 Peachtree City, GA 30269  
 (p) 678.565.4440 (f) 678.565.4497  
 (w) pointtopointssurvey.com



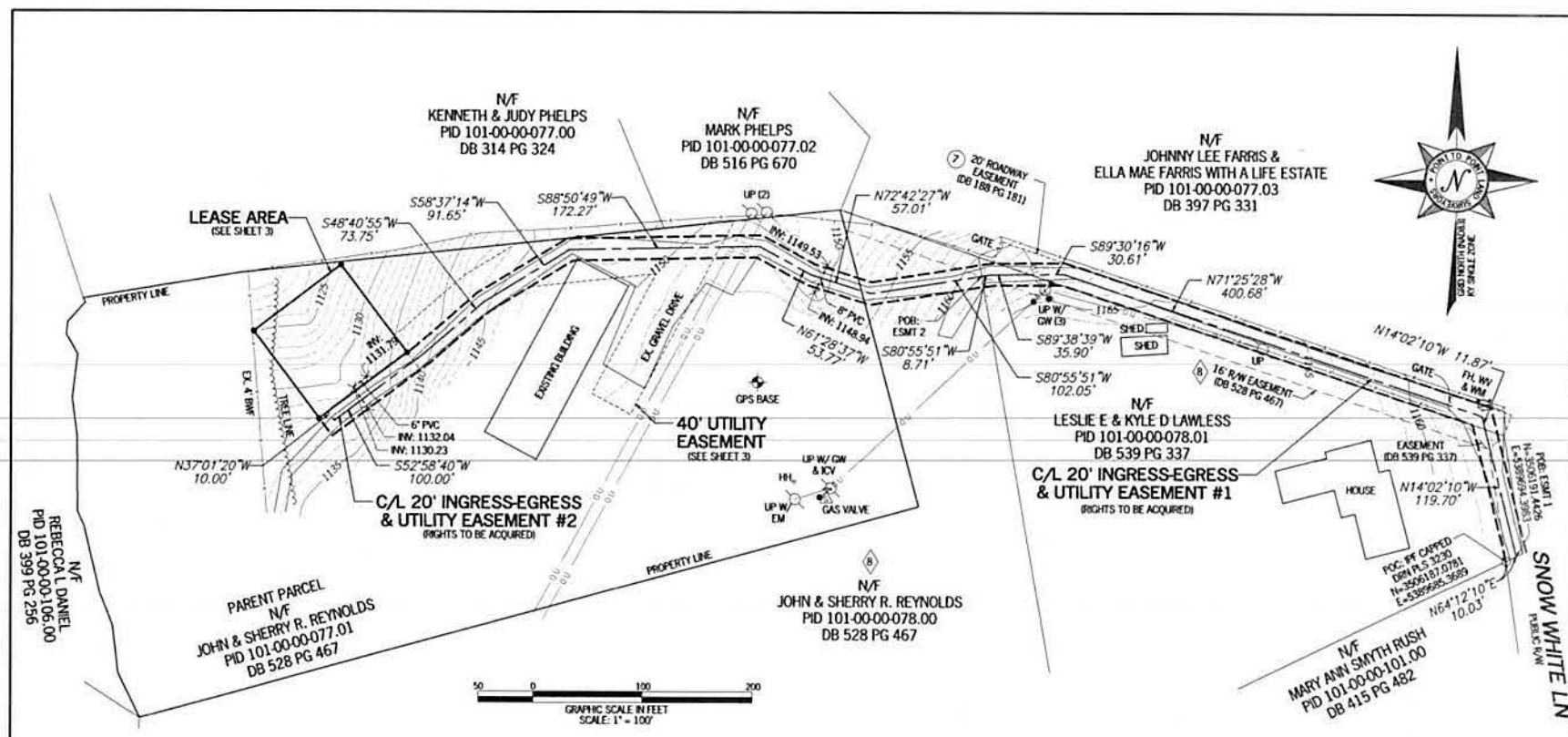
SPECIFIC PURPOSE SURVEY PREPARED FOR:



**PARKS BRANCH**

WHITLEY COUNTY,  
 KENTUCKY

DRAWN BY: ARG  
 CHECKED BY: JKL  
 APPROVED: D. MILLER  
 DATE: AUGUST 15, 2019  
 P2P JOB #: 19354SKY  
 SHEET:  
**2**  
 OF 4



**20' INGRESS-EGRESS & UTILITY EASEMENT #1**

TOGETHER WITH 20FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT (LYING 10 FEET EACH SIDE OF CENTERLINE) LYING AND BEING IN WHITLEY COUNTY, KENTUCKY, AND BEING PART OF THE LANDS OF LESLIE E. AND KYLE D. LAWLESS, AS RECORDED IN DEED BOOK 539 PAGE 337, WHITLEY COUNTY RECORDS, WHITLEY COUNTY, KENTUCKY, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/2-INCH REBAR FOUND (CAPPED: DRN PLS 3230) AT THE WESTERLY RIGHT-OF-WAY LINE OF SNOW WHITE LANE, A PUBLIC RIGHT OF WAY, SAID REBAR FOUND HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3506187.0781, E: 5389685.3689 AND MARKING THE COMMON CORNER OF THE LANDS OF MARY ANN SMYTH RUSH, AS RECORDED IN DEED BOOK 415, PAGE 482 AND THE LANDS OF LESLIE E. AND KYLE D. LAWLESS, AS RECORDED IN DEED BOOK 539 PAGE 337; THENCE RUNNING ALONG THE SOUTH LINE OF SAID LANDS OF LESLIE E. AND KYLE D. LAWLESS, NORTH 64°12'10" EAST, 10.03 FEET TO A POINT HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3506191.4426, E: 5389694.3983 AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE AND RUNNING, NORTH 14°02'10" WEST, 119.70 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS OF LESLIE E. AND KYLE D. LAWLESS; THENCE LEAVING SAID NORTH LINE AND RUNNING, NORTH 14°02'10" WEST, 11.87 FEET TO A POINT; THENCE, SOUTH 89°30'16" WEST, 400.68 FEET TO A POINT; THENCE, SOUTH 89°30'16" WEST, 11.87 FEET TO A POINT; THENCE, SOUTH 89°30'16" WEST, 30.61 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS OF LESLIE E. AND KYLE D. LAWLESS; THENCE LEAVING SAID NORTH LINE AND RUNNING, SOUTH 89°38'39" WEST, 35.90 FEET TO A POINT; THENCE, SOUTH 88°50'49" WEST, 172.27 FEET TO A POINT; THENCE, SOUTH 58°37'14" WEST, 91.65 FEET TO A POINT; THENCE, SOUTH 48°40'55" WEST, 73.75 FEET TO THE ENDING AT A POINT ON THE EAST LINE OF THE LANDS OF JOHN AND SHERRY R. REYNOLDS, AS RECORDED IN DEED BOOK 528 PAGE 467.

BEARINGS ARE BASED ON KENTUCKY GRID NORTH, NAD83, SINGLE ZONE.

**20' INGRESS-EGRESS & UTILITY EASEMENT #2**

TOGETHER WITH 20FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT (LYING 10 FEET EACH SIDE OF CENTERLINE) LYING AND BEING IN WHITLEY COUNTY, KENTUCKY, AND BEING PART OF THE LANDS OF JOHN AND SHERRY R. REYNOLDS, AS RECORDED IN DEED BOOK 528 PAGE 467, WHITLEY COUNTY RECORDS, WHITLEY COUNTY, KENTUCKY, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/2-INCH REBAR FOUND (CAPPED: DRN PLS 3230) AT THE WESTERLY RIGHT-OF-WAY LINE OF SNOW WHITE LANE, A PUBLIC RIGHT OF WAY, SAID REBAR FOUND HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3506187.0781, E: 5389685.3689 AND MARKING THE COMMON CORNER OF THE LANDS OF MARY ANN SMYTH RUSH, AS RECORDED IN DEED BOOK 415, PAGE 482 AND THE LANDS OF LESLIE E. AND KYLE D. LAWLESS, AS RECORDED IN DEED BOOK 539 PAGE 337; THENCE RUNNING ALONG THE SOUTH LINE OF SAID LANDS OF LESLIE E. AND KYLE D. LAWLESS, NORTH 64°12'10" EAST, 10.03 FEET TO A POINT HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3506191.4426, E: 5389694.3983; THENCE LEAVING SAID SOUTH LINE AND RUNNING, NORTH 14°02'10" WEST, 119.70 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS OF LESLIE E. AND KYLE D. LAWLESS; THENCE LEAVING SAID NORTH LINE AND RUNNING, NORTH 14°02'10" WEST, 11.87 FEET TO A POINT; THENCE, NORTH 71°25'28" WEST, 400.68 FEET TO A POINT; THENCE, SOUTH 89°30'16" WEST, 30.61 FEET TO A POINT ON THE EAST LINE OF THE LANDS OF JOHN AND SHERRY R. REYNOLDS, AS RECORDED IN DEED BOOK 528 PAGE 467 AND THE TRUE POINT OF BEGINNING; THENCE, SOUTH 80°55'51" WEST, 102.05 FEET TO A POINT; THENCE, NORTH 72°42'27" WEST, 57.01 FEET TO A POINT; THENCE, NORTH 61°28'37" WEST, 53.77 FEET TO A POINT; THENCE, SOUTH 88°50'49" WEST, 172.27 FEET TO A POINT; THENCE, SOUTH 58°37'14" WEST, 91.65 FEET TO A POINT; THENCE, SOUTH 48°40'55" WEST, 73.75 FEET TO A POINT; THENCE, SOUTH 52°58'40" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 37°01'20" WEST, 10.00 FEET TO THE ENDING AT A POINT ON THE LEASE AREA.

BEARINGS ARE BASED ON KENTUCKY GRID NORTH, NAD83, SINGLE ZONE.

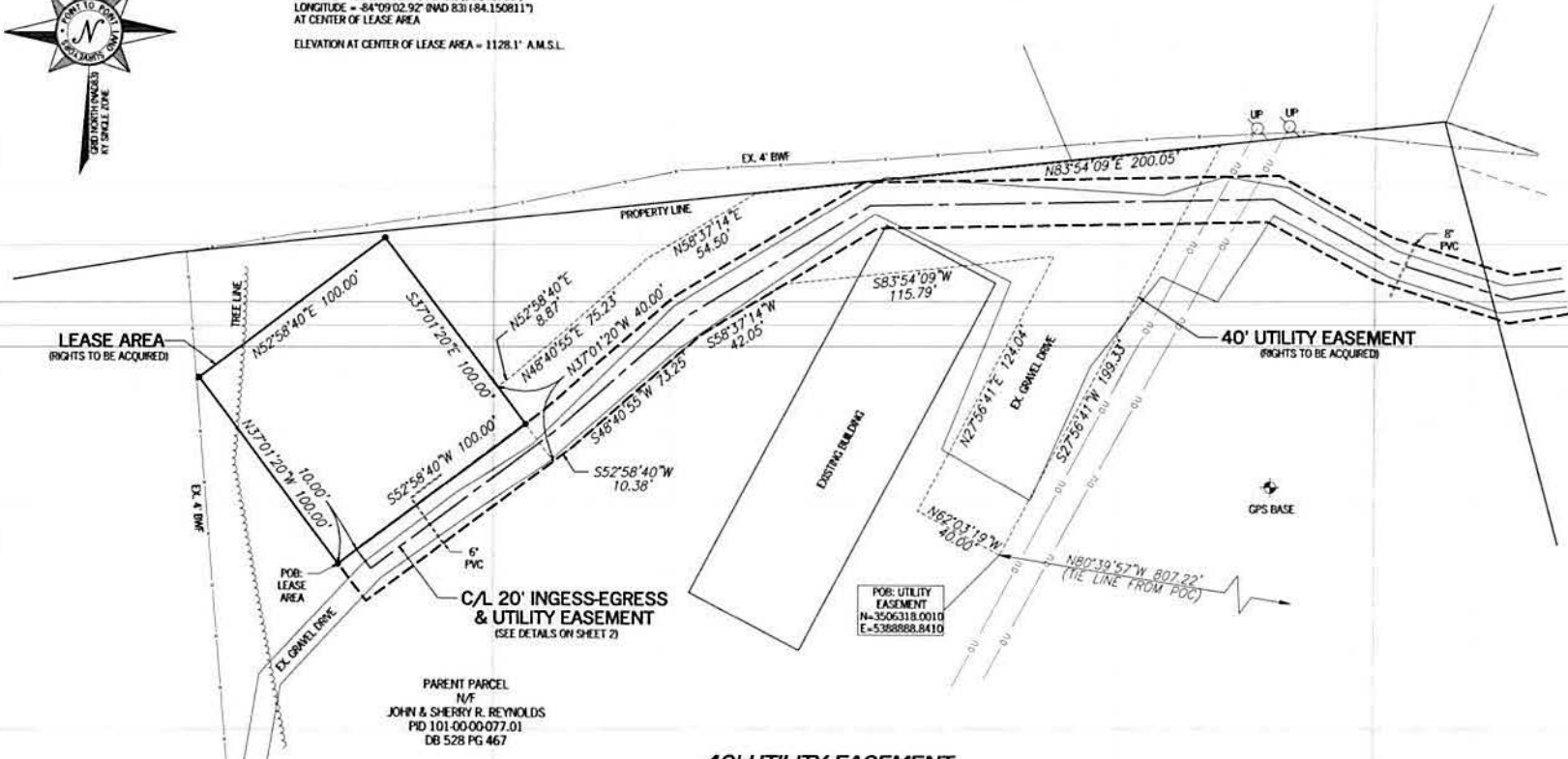
- LEGEND**
- PCB POINT OF BEGINNING
  - POC POINT OF COMMENCEMENT
  - RPW R/W PRV SET
  - RPW PRV FOUND
  - CM CONCRETE MONUMENT FOUND
  - LP UTILITY POLE
  - GW GUY WIRE
  - FW FIRE HYDRANT
  - WM WATER METER
  - WM WATER VALVE
  - HW HAND HOLE
  - HW HYDRATION CONTROL VALVE
  - HW HOLE
  - EV NEW OR FORMERLY
  - EM DAMAGED WIRE FENCE
  - EM ELECTRIC METER
  - EM FILLING/EROSION MARK, CHEMICAL MARK
  - PVC
  - RV

SURVEY NOT VALID WITHOUT SHEETS 1, 3 & 4



**SITE INFORMATION**

LEASE AREA = 10,000 SQUARE FEET (0.2296 ACRES)  
 LATITUDE = 36°56'30.34" (NAD 83) (36.9417617)  
 LONGITUDE = -84°09'02.92" (NAD 83) (84.1508117)  
 AT CENTER OF LEASE AREA  
 ELEVATION AT CENTER OF LEASE AREA = 1128.1' A.M.S.L.



- LEGEND**
- POB POINT OF BEGINNING
  - POC POINT OF COMMENCEMENT
  - PSI IRON PIN SET
  - PF IRON PIN FOUND
  - CM CONCRETE MONUMENT FOUND
  - UP UTILITY POLE
  - SW SWAY WIRE
  - FW FIRE HYDRANT
  - WM WATER METER
  - WR WATER VALVE
  - WH WIRE HOLE
  - CV IRRIGATION CONTROL VALVE
  - HW HIGH OF WRET
  - HW OF FORMERLY
  - DM BARBED WIRE FENCE
  - EM ELECTRIC METER
  - PVC POLYETHYLENE VINYL CHLORIDE
  - AW ALBERT



**40' UTILITY EASEMENT**

TOGETHER WITH 40FOOT WIDE UTILITY EASEMENT LYING AND BEING IN WHITLEY COUNTY, KENTUCKY, AND BEING PART OF THE LANDS OF JOHN AND SHERRY R. REYNOLDS, AS RECORDED IN DEED BOOK 528 PAGE 467, WHITLEY COUNTY RECORDS, WHITLEY COUNTY, KENTUCKY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/2 INCH REBAR FOUND (CAPPED: DRN PLS 3230) AT THE WESTERLY RIGHT-OF-WAY LINE OF SNOW WHITE LANE, A PUBLIC RIGHT OF WAY, SAID REBAR FOUND HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3506187.0781, E: 5389685.3689 AND MARKING THE COMMON CORNER OF THE LANDS OF MARY ANN SMYTH RUSH, AS RECORDED IN DEED BOOK 415, PAGE 482 AND THE LANDS OF LESLIE E AND KYLE D LAWLESS, AS RECORDED IN DEED BOOK 539 PAGE 337; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF SNOW WHITE LANE AND RUNNING ALONG A TIE LINE, NORTH 80°39'57" WEST, 807.22 FEET TO A POINT HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3506318.0010, E: 5388888.8410 AND THE TRUE POINT OF BEGINNING; THENCE RUNNING, NORTH 62°03'19" WEST, 40.00 FEET TO A POINT; THENCE, NORTH 27°56'41" EAST, 124.04 FEET TO A POINT; THENCE, SOUTH 83°54'09" WEST, 115.79 FEET TO A POINT; THENCE, SOUTH 58°37'14" WEST, 42.05 FEET TO A POINT; THENCE, SOUTH 48°40'55" WEST, 73.25 FEET TO A POINT; THENCE, SOUTH 52°58'40" WEST, 10.38 FEET TO A POINT; THENCE, NORTH 37°01'20" WEST, 40.00 FEET TO A POINT; THENCE, NORTH 52°58'40" EAST, 8.87 FEET TO A POINT; THENCE, NORTH 48°40'55" EAST, 75.23 FEET TO A POINT; THENCE, NORTH 58°37'14" EAST, 54.50 FEET TO A POINT; THENCE, NORTH 83°54'09" EAST, 200.05 FEET TO A POINT; THENCE, SOUTH 27°56'41" WEST, 199.33 FEET TO A POINT AND THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.4148 ACRES (18,070 SQUARE FEET), MORE OR LESS.

STATE of KENTUCKY  
 G. DARRELL TAYLOR  
 4179  
 LICENSED PROFESSIONAL LAND SURVEYOR

NO.	DATE	REVISION
1	09/23/2019	CLIENT COMMENTS - NEW
2	10/03/2019	R/W LABEL - DMM
3	03/03/2020	UTILITY EASEMENT - NEW

\* SPECIFIC PURPOSE SURVEY PREPARED BY:  
**POINT TO POINT LAND SURVEYORS**  
 100 Governors Trace, Ste. 103  
 Peachtree City, GA 30269  
 (p) 678.565.4440 (f) 678.565.4497  
 (w) pointtopointsurvey.com



SPECIFIC PURPOSE SURVEY PREPARED FOR:



**PARKS BRANCH**

WHITLEY COUNTY, KENTUCKY

DRAWN BY: ARG	SHEET:
CHECKED BY: JKL	<b>3</b>
APPROVED: D. MILLER	
DATE: AUGUST 15, 2019	
P2P JOB #: 19354SKY	OF 4

(SURVEY NOT VALID WITHOUT SHEETS 1, 2 & 4)

L:\Customer\Point To Point\2019\20190815\Point Reynolds\20190815.dwg



**EXHIBIT J**  
**NOTIFICATION LISTING**



**Parks Branch – Notice List**

REYNOLDS JOHN  
& SHERRY R  
449 SNOWWHITE LN  
CORBIN, KY 40701

PHELPS KENNETH & JUDY  
224 HART RD  
CORBIN, KY 40701

PHELPS MARK  
521 HART RD  
CORBIN, KY 40701

FARRIS JOHNNY LEE  
ELLA MAE FARRIS-LIFE ESTATE  
224 HART RD  
CORBIN, KY 40701

LAWLESS LESLIE E & KYLE D  
303 SNOW WHITE LN  
CORBIN, KY 40701

RUSH MARY ANN SMYTH  
326 CECIL WYATT RD  
CORBIN, KY 40701

DANIEL WILLIAM T II & REBECCA  
614 CECIL WYATT RD  
CORBIN, KY 40701

DANIEL REBECCA L  
614 CECIL WYATT RD  
CORBIN, KY 40701

USA  
US DEPT OF AGRICULTURE  
1700 BYPASS RD  
WINCHESTER, KY 40391

HART LOUIE & MARIE  
250 HART RD  
CORBIN, KY 40701

RAINS ETHAN LEE  
IRVIN LEE RAINS -LF EST-  
235 HART RD  
CORBIN, KY 40701

DURHAM PAUL CROLEY  
& MARGIE  
179 HART RD  
CORBIN, KY 40701

**EXHIBIT K**  
**COPY OF PROPERTY OWNER NOTIFICATION**



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

**Notice of Proposed Construction of  
Wireless Communications Facility  
Site Name: Parks Branch**

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 449 Snowwhite Lane, Corbin, KY 40701 (36° 56' 30.34" North latitude, 84° 09' 02.92" West longitude). The proposed facility will include a 195-foot tall antenna tower, plus a 4-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

This notice is being sent to you because the County Property Valuation Administrator's records indicate that you may own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2020-00191 in any correspondence sent in connection with this matter.

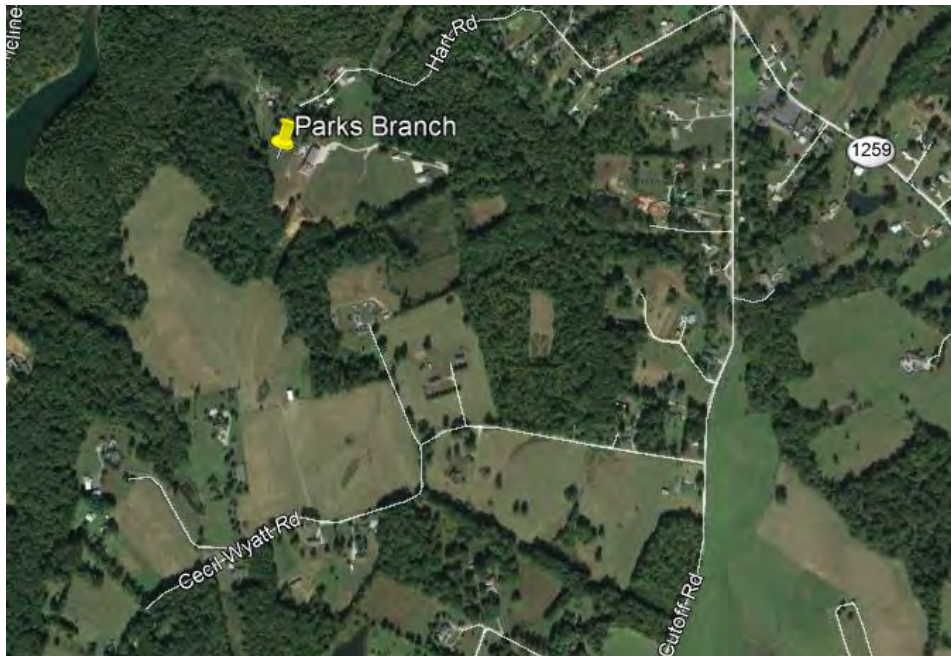
We have attached a map showing the site location for the proposed tower. Applicant's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area.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

Sincerely,  
David A. Pike  
Attorney for Applicant

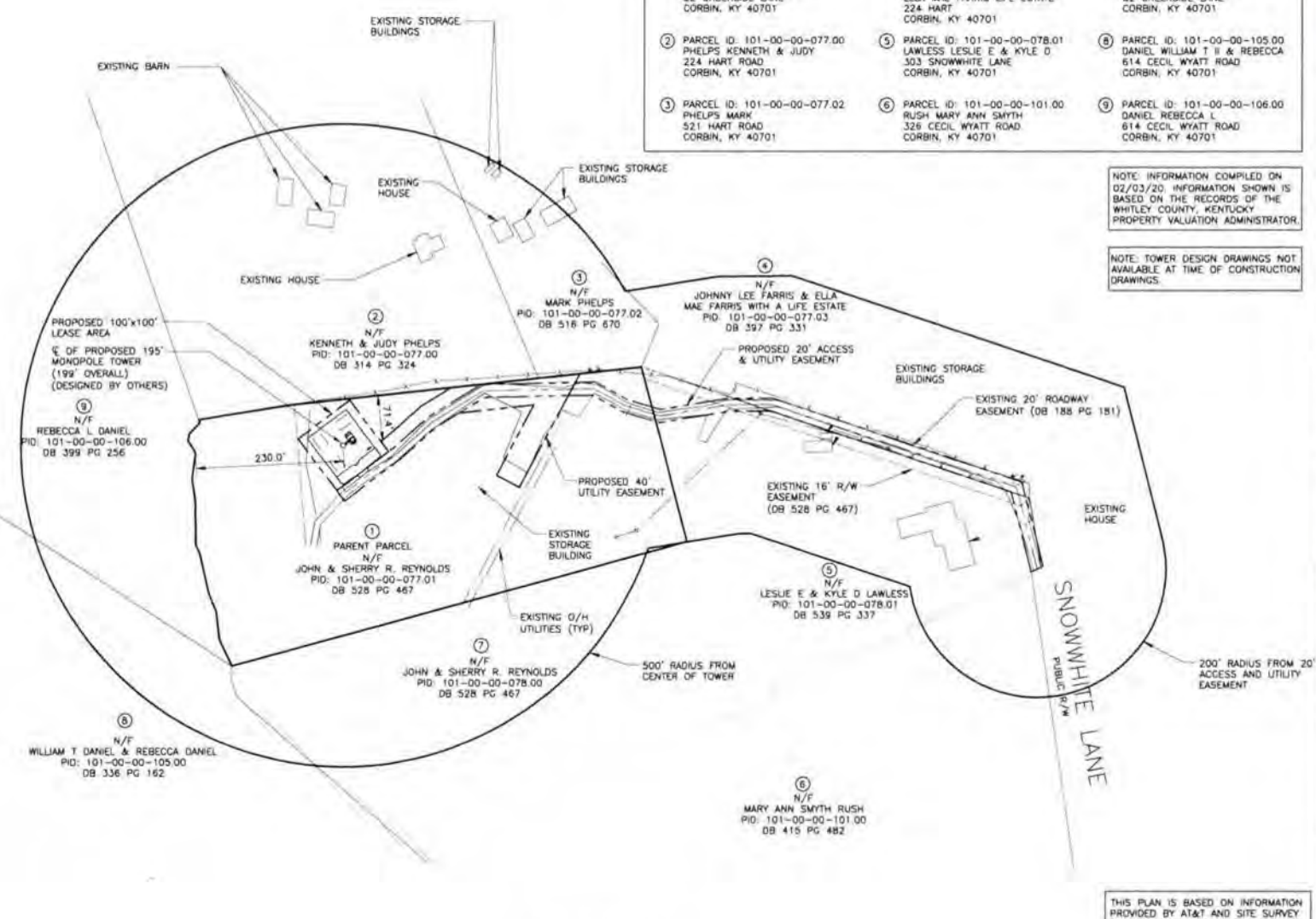
enclosures

## Driving Directions to Proposed Tower Site

1. Beginning at 200 Main Street, Williamsburg, KY 40769, head southwest on Main Street toward North 3<sup>rd</sup> Street and travel approximately 184 feet.
2. Turn left onto South 3<sup>rd</sup> street and travel approximately 282 feet.
3. Turn left at the 1<sup>st</sup> cross street onto Cumberland Ave and travel approximately 0.2 miles.
4. Turn left onto Hwy 25 North and travel approximately 1.8 miles.
5. Turn left to stay on Hwy 25 North and travel approximately 2.0 miles.
6. Take ramp and continue onto I-75 North and travel approximately 9.0 miles.
7. Take exist 25 for US-25W toward Corbin and travel approximately 0.3 miles.
8. Turn left onto Hwy 25 South / Cumberland Falls Road and travel approximately 1.4 miles.
9. Turn right onto State Hwy 727 and travel approximately 1.4 miles.
10. Turn left toward Barton Cutoff Road and travel approximately 23 feet.
11. Turn right onto Barton Cutoff Road and travel approximately 0.6 miles.
12. Turn left onto Cecil Wyatt Road and travel approximately 0.2 miles.
13. Turn right onto Snowwhite Lane and travel approximately 0.3 miles where the public roadway ends. The site is approximately 0.2 miles to the left at 449 Snowwhite Lane, Corbin, KY 40701.
14. The site coordinates are:
  - a. North 36 deg 56 min 30.34 sec
  - b. West 84 deg 09 min 02.92 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



- ① PARCEL ID: 101-00-00-077.01  
REYNOLDS JOHN & SHERRY R  
82 CREEKSIDE LANE  
CORBIN, KY 40701
- ② PARCEL ID: 101-00-00-077.00  
PHELPS KENNETH & JUDY  
224 HART ROAD  
CORBIN, KY 40701
- ③ PARCEL ID: 101-00-00-077.02  
PHELPS MARK  
521 HART ROAD  
CORBIN, KY 40701
- ④ PARCEL ID: 101-00-00-077.03  
FARRIS JOHNNY LEE  
ELLA MAE FARRIS LIFE ESTATE  
224 HART  
CORBIN, KY 40701
- ⑤ PARCEL ID: 101-00-00-078.01  
LAWLESS LESLIE E & KYLE D  
303 SNOWWHITE LANE  
CORBIN, KY 40701
- ⑥ PARCEL ID: 101-00-00-101.00  
RUSH MARY ANN SMYTH  
326 CECIL WYATT ROAD  
CORBIN, KY 40701
- ⑦ PARCEL ID: 101-00-00-078.00  
REYNOLDS JOHN & SHERRY R  
82 CREEKSIDE LANE  
CORBIN, KY 40701
- ⑧ PARCEL ID: 101-00-00-105.00  
DANIEL WILLIAM T II & REBECCA  
614 CECIL WYATT ROAD  
CORBIN, KY 40701
- ⑨ PARCEL ID: 101-00-00-106.00  
DANIEL REBECCA L  
614 CECIL WYATT ROAD  
CORBIN, KY 40701

NOTE: INFORMATION COMPILED ON 02/03/20. INFORMATION SHOWN IS BASED ON THE RECORDS OF THE WHITLEY COUNTY, KENTUCKY PROPERTY VALUATION ADMINISTRATOR.

NOTE: TOWER DESIGN DRAWINGS NOT AVAILABLE AT TIME OF CONSTRUCTION DRAWINGS.

PREPARED FOR

483 S. 4TH STREET SUITE 200  
LOUISVILLE, KY 40202

PREPARED BY

101 AMYBRY BRILL  
1000 WILLIAM AL. OLDF  
505 499 2224

DRAWN BY	SDE
REVIEWED BY	MRR
APPROVED BY	CBS

ISSUED DATES

REV#	DATE	DESCRIPTION
0	01/11/20	ISSUED FOR REVIEW
1	02/03/20	ISSUED FOR REVIEW
2	02/21/20	ISSUED FOR REVIEW
3	03/03/20	ISSUED FOR CONSTRUCTION

PROFESSIONAL SEAL

Mar 03, 2020

PROJECT INFORMATION

**PARKS BRANCH**  
14911055

483 SNOWWHITE LANE  
CORBIN, KY 40701

SHEET TITLE

**500' RADIUS & ABUTTERS MAP**

SHEET NUMBER

**S1**

**OVERALL SITE PLAN**  
11x17 SCALE: 1" = 160'-0"  
22x34 SCALE: 1" = 80'-0"

THIS PLAN IS BASED ON INFORMATION PROVIDED BY AT&T AND SITE SURVEY BY POINT TO POINT LAND SURVEYORS DATED 09/23/19. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

**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**

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

**RE: Notice of Proposal to Construct Wireless Communications Facility  
Kentucky Public Service Commission Docket No. 2020-00191  
Site Name: Parks Branch**

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 449 Snowwhite Lane, Corbin, KY 40701 (36° 56' 30.34" North latitude, 84° 09' 02.92" 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 2020-00191 in any correspondence sent in connection with this matter.

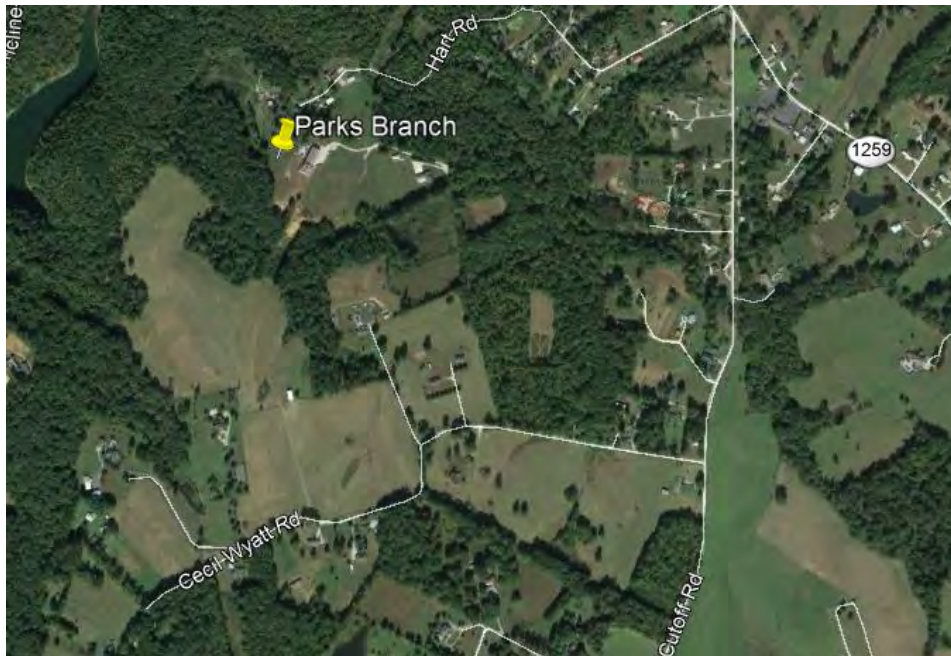
We have attached a map showing the site location for the proposed tower. AT&T Mobility's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the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

Sincerely,  
David A. Pike  
Attorney for Applicant  
enclosures

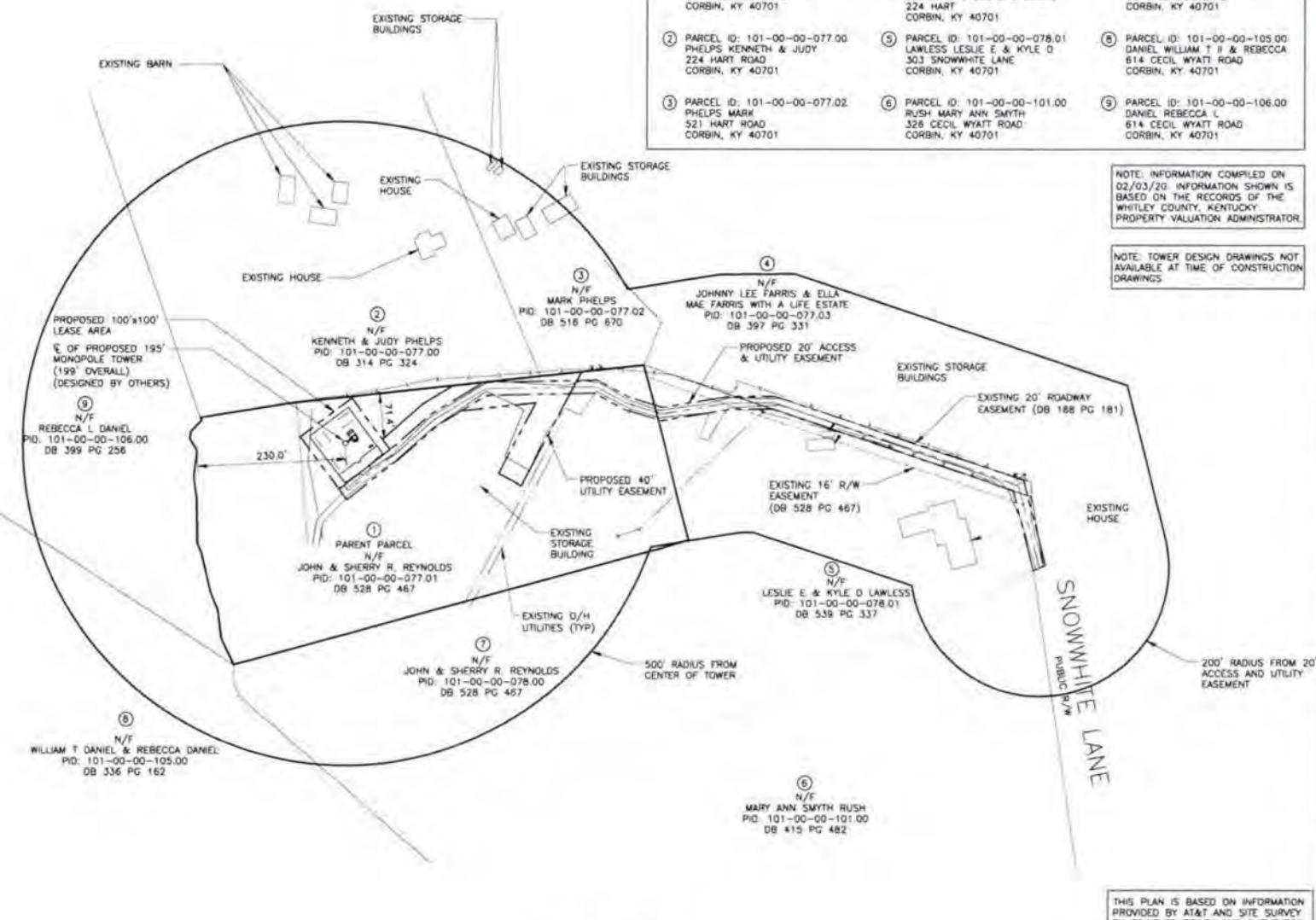


## Driving Directions to Proposed Tower Site

1. Beginning at 200 Main Street, Williamsburg, KY 40769, head southwest on Main Street toward North 3<sup>rd</sup> Street and travel approximately 184 feet.
2. Turn left onto South 3<sup>rd</sup> street and travel approximately 282 feet.
3. Turn left at the 1<sup>st</sup> cross street onto Cumberland Ave and travel approximately 0.2 miles.
4. Turn left onto Hwy 25 North and travel approximately 1.8 miles.
5. Turn left to stay on Hwy 25 North and travel approximately 2.0 miles.
6. Take ramp and continue onto I-75 North and travel approximately 9.0 miles.
7. Take exist 25 for US-25W toward Corbin and travel approximately 0.3 miles.
8. Turn left onto Hwy 25 South / Cumberland Falls Road and travel approximately 1.4 miles.
9. Turn right onto State Hwy 727 and travel approximately 1.4 miles.
10. Turn left toward Barton Cutoff Road and travel approximately 23 feet.
11. Turn right onto Barton Cutoff Road and travel approximately 0.6 miles.
12. Turn left onto Cecil Wyatt Road and travel approximately 0.2 miles.
13. Turn right onto Snowwhite Lane and travel approximately 0.3 miles where the public roadway ends. The site is approximately 0.2 miles to the left at 449 Snowwhite Lane, Corbin, KY 40701.
14. The site coordinates are:
  - a. North 36 deg 56 min 30.34 sec
  - b. West 84 deg 09 min 02.92 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



- ① PARCEL ID: 101-00-00-077.01  
REYNOLDS JOHN & SHERRY R  
82 CREEKSIDE LANE  
CORBIN, KY 40701
- ② PARCEL ID: 101-00-00-077.00  
PHELPS KENNETH & JUDY  
224 HART ROAD  
CORBIN, KY 40701
- ③ PARCEL ID: 101-00-00-077.02  
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521 HART ROAD  
CORBIN, KY 40701
- ④ PARCEL ID: 101-00-00-077.03  
FARRIS JOHNNY LEE  
ELLA MAE FARRIS LIFE ESTATE  
224 HART  
CORBIN, KY 40701
- ⑤ PARCEL ID: 101-00-00-078.01  
LAWLESS LESLIE E & KYLE D  
303 SNOWWHITE LANE  
CORBIN, KY 40701
- ⑥ PARCEL ID: 101-00-00-101.00  
RUSH MARY ANN SMYTH  
326 CECIL WYATT ROAD  
CORBIN, KY 40701
- ⑦ PARCEL ID: 101-00-00-078.00  
REYNOLDS JOHN & SHERRY R  
82 CREEKSIDE LANE  
CORBIN, KY 40701
- ⑧ PARCEL ID: 101-00-00-105.00  
DANIEL WILLIAM T II & REBECCA  
614 CECIL WYATT ROAD  
CORBIN, KY 40701
- ⑨ PARCEL ID: 101-00-00-106.00  
DANIEL REBECCA L  
614 CECIL WYATT ROAD  
CORBIN, KY 40701

NOTE: INFORMATION COMPILED ON 02/03/20. INFORMATION SHOWN IS BASED ON THE RECORDS OF THE WHITLEY COUNTY, KENTUCKY PROPERTY VALUATION ADMINISTRATOR.

NOTE: TOWER DESIGN DRAWINGS NOT AVAILABLE AT TIME OF CONSTRUCTION DRAWINGS.

PREPARED FOR

4825 4TH STREET SUITE 2400  
LOUISVILLE, KY 40202

PREPARED BY

1001 FAND BY STRAD  
TIMOTHY LAM AL 14241  
1079 W 4TH ST

DRAWN BY	SDI
REVIEWED BY	MRR
APPROVED BY	CBS

ISSUED DATES

REV	DATE	DESCRIPTION
0	01/17/20	ISSUED FOR REVIEW
1	02/03/20	ISSUED FOR REVIEW
2	02/21/20	ISSUED FOR REVIEW
3	03/03/20	ISSUED FOR CONSTRUCTION

PROFESSIONAL SEAL

Mar 03, 2020

PROJECT INFORMATION

**PARKS BRANCH**  
14911055

485 SNOWWHITE LANE  
CORBIN, KY 40701

SHEET TITLE

**500' RADIUS & ABUTTERS MAP**

SHEET NUMBER

**S1**

**OVERALL SITE PLAN**  
11x17 SCALE: 1" = 160'-0"  
22x34 SCALE: 1" = 80'-0"

THIS PLAN IS BASED ON INFORMATION PROVIDED BY AT&T AND SITE SURVEY BY POINT TO POINT LAND SURVEYORS DATED 08/23/19. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

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

**SITE NAME: PARKS BRANCH**  
**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 2020-00191 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 2020-00191 in your correspondence.



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

VIA TELEPHONE: 606-528-9767  
VIA EMAIL: [mHUDSON@CORBINNEWSJOURNAL.COM](mailto:mHUDSON@CORBINNEWSJOURNAL.COM)

Williamsburg News Journal  
Williamsburg, KY

RE: Legal Notice Advertisement  
Site Name: Parks Branch

Dear Williamsburg News Journal:

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

#### NOTICE

**New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located on 449 Snowwhite Lane, Corbin, KY 40701 (36° 56' 30.34" North latitude, 84° 09' 02.92" 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 2020-00191 in any correspondence sent in connection with this matter.**

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

Sincerely,  
Chris Shouse  
Pike Legal Group, PLLC

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



Lat: 36.939098  
Lon: -84.146931  
Radius: .3 miles

Parks Branch Search Area