

**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.: 2020-00306
CONVENIENCE AND NECESSITY TO CONSTRUCT)
A WIRELESS COMMUNICATIONS FACILITY)
IN THE COMMONWEALTH OF KENTUCKY)
IN THE COUNTY OF BREATHITT)

SITE NAME: CLAYHOLE

* * * * *

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

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

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

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

PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility, having a local address of Meidinger Tower, 462 S. 4th Street, Suite 2400, Louisville, KY 40202.

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

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

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

5. 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 705 Barge Creek Road, Jackson, KY 41317 (37° 27' 19.46" North latitude, 83° 16' 24.67" 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 Kentucky River Properties, LLC pursuant to a Deed recorded at Deed Book 230, Page 695 in the office of the County Clerk. The proposed WCF will consist of a 355-foot tall tower, with an approximately 15-foot tall lightning arrestor attached at the top, for a total height of 370-feet. The WCF will also include concrete foundations and a shelter or cabinets to accommodate the placement of the Applicant's radio electronics equipment and appurtenant equipment. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as **Exhibit B** and **Exhibit C**.

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

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

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

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

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

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

14. A copy of the approval from the Kentucky Airport Zoning Commission ("KAZC") for the proposed tower is attached as **Exhibit F**.

15. A copy of the geotechnical engineering report, signed and sealed by a professional engineer registered in the Commonwealth of Kentucky, is attached as **Exhibit G**. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who supervised the examination of

this WCF site are included as part of this exhibit.

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

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

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

19. The Construction Manager for the proposed facility is 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 heavily wooded. There are no residential structures located within 500' of the proposed tower location.

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

27. The tower must be located at the proposed location and proposed height to provide necessary service to wireless communications users in the subject area. In addition to expanding and improving voice and data service for AT&T mobile customers, this site will also provide wireless local loop ("WLL") broadband internet service in the subject area. As a participant in the FCC's Connect America Fund Phase II (CAF II)

program, AT&T is aggressively deploying WLL service infrastructure to bring expanded internet access to residential and business customers in rural and other underserved areas.

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

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

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

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

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

Respectfully submitted,



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

LIST OF EXHIBITS

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




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 1016
DALLAS, TX 75202

Call Sign KNLF251	File Number
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

Grant Date 06-02-2015	Effective Date 12-20-2018	Expiration Date 06-23-2025	Print Date
Market Number MTA026	Channel Block A	Sub-Market Designator 15	
Market Name Louisville-Lexington-Evansvill			
1st Build-out Date 06-23-2000	2nd Build-out Date 06-23-2005	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

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

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

Conditions:

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

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:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
--------	-------------	-------------------	-----------------------	--------

Preferred Licensee Corp

REFERENCE COPY

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



**Federal Communications Commission
Wireless Telecommunications Bureau**

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign KNLH398	File Number
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

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

Waivers/Conditions:

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

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

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

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNLH398

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
---------------	--------------------	--------------------------	------------------------------	---------------

Reference Copy

REFERENCE COPY

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



**Federal Communications Commission
Wireless Telecommunications Bureau**

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign WPOI255	File Number
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

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

Waivers/Conditions:

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

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

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

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: WPOI255

File Number:

Print Date:

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

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

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

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

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WPOI255

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
---------------	--------------------	--------------------------	------------------------------	---------------

Reference Copy

REFERENCE COPY

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



**Federal Communications Commission
Wireless Telecommunications Bureau**

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

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

FCC Registration Number (FRN): 0003291192

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

Waivers/Conditions:

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

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

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WQGA823

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
---------------	--------------------	--------------------------	------------------------------	---------------

Reference Copy

REFERENCE COPY

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



**Federal Communications Commission
Wireless Telecommunications Bureau**

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

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

FCC Registration Number (FRN): 0003291192

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

Waivers/Conditions:

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

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

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:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
--------	-------------	-------------------	-----------------------	--------

Reference Copy

EXHIBIT B

SITE DEVELOPMENT PLAN:

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



CONTRACTOR NOTES:
 CONTRACTOR TO COORDINATE INITIAL GRADING WITH ECA (ENVIRONMENTAL CORPORATION OF AMERICA) ECA CONTACT: ERIC JOHNSON (404) 694-4183

Digitally signed by Raphael Mohamed
 DN:
 E=Raphael.Mohamed@mastec.com,
 CN=Raphael Mohamed, OU=Users,
 OU=MasTec Network Solutions,
 OU=Service Lines, DC=mastec,
 DC=local
 Date: 2020.04.10 09:09:05-04'00'

Raphael Mohamed

SHEET INDEX			
SHEET	DESCRIPTION	REV.	REV. DATE
T-1	TITLE SHEET	0	04/06/2020
B-1	SITE SURVEY		
B-1.1	SITE SURVEY		
B-1.2	SITE SURVEY		
B-1.3	SITE SURVEY		
B-1.4	SITE SURVEY		
B-1.5	SITE SURVEY		
B-1.6	SITE SURVEY		
B-1.7	SITE SURVEY		
M-1	500' RADIUS AND ABUTTERS MAP	0	04/06/2020
C-1	OVERALL SITE LAYOUT	0	04/06/2020
C-2	COMPOUND LAYOUT	0	04/06/2020
C-3	TOWER ELEVATION	0	04/06/2020
C-4	FENCE DETAILS	0	04/06/2020
C-5	SIGN DETAILS	0	04/06/2020

DIRECTIONS

FROM EAST KENTUCKY MTSO: 3800 CORPORATE DR, WINCHESTER, KY 40391
 GET ON I-64 E FROM FORTUNE DR AND PARIS RD 1.8 MI, HEAD SOUTHWEST TOWARD CORPORATE DR 194 FT, TURN LEFT TOWARD CORPORATE DR 384 FT, TURN LEFT ONTO CORPORATE DR 0.2 MI, TURN RIGHT ONTO FORTUNE DR 0.5 MI, CONTINUE ONTO ROLLING HILLS LN 167 FT, TURN RIGHT ONTO PARIS RD 0.7 MI, TURN LEFT TO MERGE ONTO I-64 E TOWARD ASHLAND/BERT T. COMBS MOUNTAIN PKWY 0.3 MI, FOLLOW BERT T COMBS MOUNTAIN PKWY E TO MOUNTAIN PARKWAY SPUR IN WOLFE COUNTY, TAKE EXIT 43 FROM BERT T COMBS MOUNTAIN PKWY E 43.8 MI, MERGE ONTO I-64 E 1.0 MI, USE THE RIGHT 2 LANES TO TAKE EXIT 98 TOWARD MOUNTAIN PKWY/CAMPTON/PRESTONSBURG 0.3 MI, CONTINUE ONTO BERT T COMBS MOUNTAIN PKWY E 42.2 MI, TAKE EXIT 43 TOWARD KY-15/CAMPTON/HAZARD 0.3 MI, TAKE KY-15 S TO BARGE CREEK RD IN BREATHTT COUNTY 33.7 MI, CONTINUE ONTO MOUNTAIN PARKWAY SPUR 0.9 MI, CONTINUE ONTO KY-15 S 17.2 MI, TURN LEFT ONTO KY-15 S/KY-30 E CONTINUE TO FOLLOW KY-15 S 10.3 MI, TURN LEFT ONTO KY-476 S 3.7 MI, TURN RIGHT TOWARD JOHN HENRY RD 463 FT, TURN LEFT ONTO JOHN HENRY RD 0.6 MI, TURN RIGHT ONTO BARGE CREEK RD, DESTINATION WILL BE ON THE LEFT.

FROM COUNTY SEAT: 1137 MAIN ST, JACKSON, KY 41339
 TAKE QUICKSAND RD TO KY-15 S 3.4 MI, HEAD SOUTHWEST ON MAIN ST TOWARD COURT ST 0.1 MI, TURN LEFT ONTO BROADWAY ST 0.4 MI, CONTINUE ONTO OLD QUICKSAND RD 0.4 MI, CONTINUE ONTO QUICKSAND RD 1.2 MI, CONTINUE ONTO OLD QUICKSAND RD 0.3 MI, CONTINUE ONTO QUICKSAND RD 1.1 MI, DRIVE 10.6 MI, TURN RIGHT ONTO KY-15 S 6.9 MI, TURN LEFT ONTO KY-476 S 3.7 MI, FOLLOW JOHN HENRY RD TO BARGE CREEK RD 1.5 MI, TURN RIGHT TOWARD JOHN HENRY RD 463 FT, TURN LEFT ONTO JOHN HENRY RD 0.6 MI, TURN RIGHT ONTO BARGE CREEK RD, DESTINATION WILL BE ON THE LEFT.

NAME: CONNOR SHEEHAN PHONE: (919) 674-5879

NSB - RAWLAND ZONING DRAWINGS




FA #: **13800698** SITE ID: **CLAYHOLE**

SITE NAME:
CLAYHOLE

SITE ADDRESS:
**705 BARGE CREEK ROAD
 JACKSON, KY 41317
 (BREATHTT COUNTY)**

GENERAL NOTES

 THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. THEREFORE HANDICAP ACCESS IS NOT REQUIRED. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE, NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED. NO WORK SHALL COMMENCE WITHOUT THE APPROVED TOWER/ANTENNA MOUNT STRUCTURAL ANALYSIS REPORT SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER UNDER SEPARATE COVER.

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING:

- AMERICAN CONCRETE INSTITUTE 318
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION MANUAL OF STEEL CONSTRUCTION
- TELECOMMUNICATIONS INDUSTRY ASSOCIATION TIA-222
- STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND SUPPORTING STRUCTURES TIA-601
- COMMERCIAL BUILDING GROUNDING AND BONDING
- REQUIREMENTS FOR TELECOMMUNICATIONS
- INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS IEEE-81, IEEE 1100, IEEE C62.41
- ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM, ENVIRONMENTAL PROTECTION
- 2018 KBC
- 2017 NEC



SCOPE OF WORK:

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

SITE WORK: NEW TOWER,
 UNMANNED WALK IN CABINET ON A 10'-0"X17'-0" PLATFORM,
 GENERATOR ON A 10'-0"X17'-0" PLATFORM, AND UTILITY INSTALLATIONS.

CONTACT INFORMATION

FIRE DEPARTMENT: JACKSON CITY FIRE DEPARTMENT
 PHONE: (606) 666-9000

POLICE DEPARTMENT: JACKSON CITY POLICE DEPARTMENT
 PHONE: (606) 666-2424

SITE SUMMARY

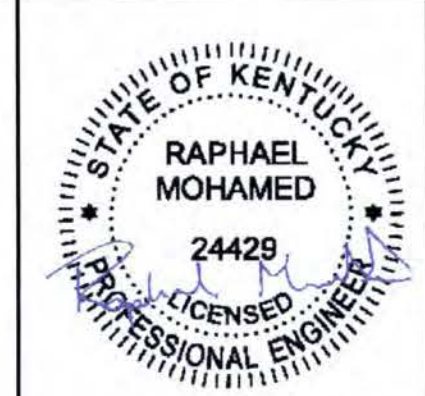
SCOPE TYPE:	RAW-LAND
OCCUPANCY TYPE:	TELECOMMUNICATIONS
STRUCTURE HEIGHT:	370'
STRUCTURE TYPE:	SELF-SUPPORT
LATITUDE:	37° 27' 19.46" N (37.45540556)
LONGITUDE:	-83° 16' 24.67" W (-83.27361111)
TOTAL AREA DISTURBED:	<35,000 SQFT OR LESS
JURISDICTION:	PUBLIC SERVICE COMMISSION
COUNTY:	BREATHTT
POWER COMPANY:	KENTUCKY POWER
TELCO COMPANY:	TBD

PROJECT DIRECTORY

APPLICANT: NEW CINGULAR WIRELESS PCS, LLC A DELAWARE LIMITED LIABILITY COMPANY, D/B/A AT&T MOBILITY
 462 S. 4TH STREET, SUITE 2400
 LOUISVILLE, TN 40202

PROJECT MANAGER: MASTEC NETWORK SOLUTIONS
 1975 JOE B JACKSON PARKWAY
 MURFREESBORO, TN 371127
 CODY KNOX
 PHONE: (318) 355-6599

SITE DESIGN: MASTEC ENGINEERING, PLLC
 507 AIRPORT BLVD, SUITE 111
 MORRISVILLE, NC 27560
 CONTACT: RAPHAEL MOHAMED
 PHONE: (919) 674-5895



04/06/2020
 RAPHAEL MOHAMED, P.E.
 KENTUCKY LIC. NO. 24429

SUBMITTALS

DATE	DESCRIPTION	REV.	ISSUED BY
04/06/2020	CONSTRUCTION	0	RM

DRAWN BY: CTS
 CHECKED BY: CZB
 APPVD BY: RM
 MNS PROJECT NO: 21379

THE INFORMATION CONTAINED IN THESE DOCUMENTS IS PROPRIETARY BY NATURE. REPRODUCTION OR CAUSING TO BE REPRODUCED THE WHOLE OR ANY PART OF THESE DRAWINGS WITHOUT THE PERMISSION OF MASTEC NETWORK SOLUTIONS IS PROHIBITED.

PREPARED FOR:


PREPARED BY:

 507 AIRPORT BLVD, SUITE 111
 MORRISVILLE, NC 27560

SITE ID:
CLAYHOLE

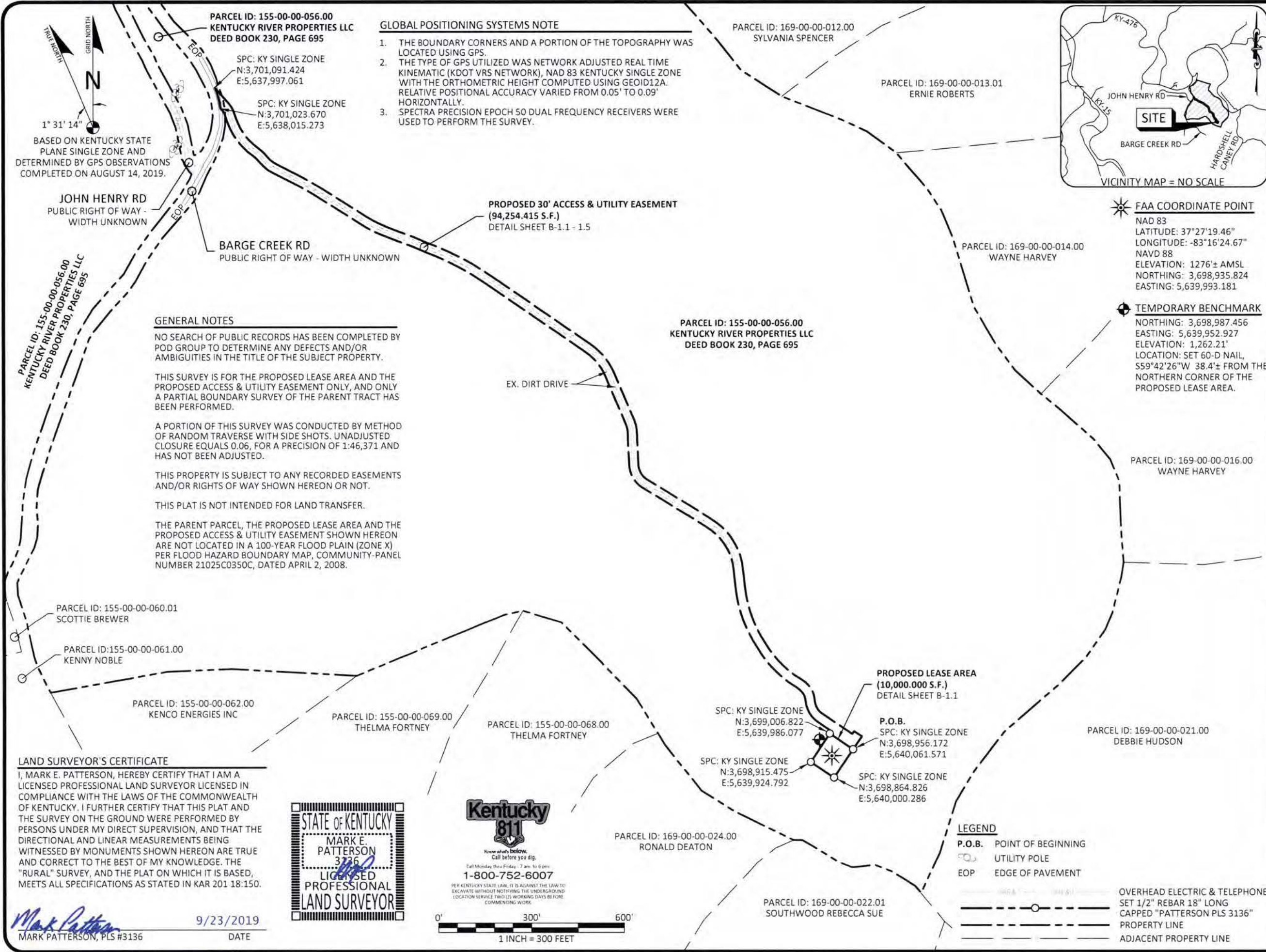
SITE NAME:
CLAYHOLE

SITE ADDRESS:
**705 BARGE CREEK ROAD
 JACKSON, KY 41317**

FA LOCATION:
13800698

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1



GENERAL NOTES

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

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

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.06, FOR A PRECISION OF 1:46,371 AND HAS NOT BEEN ADJUSTED.

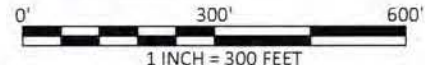
THIS PROPERTY IS SUBJECT TO ANY RECORDED EASEMENTS AND/OR RIGHTS OF WAY SHOWN HEREON OR NOT.

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21025C0350C, DATED APRIL 2, 2008.

LAND SURVEYOR'S CERTIFICATE

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



LEGEND

- P.O.B. POINT OF BEGINNING
- UTILITY POLE
- EOP EDGE OF PAVEMENT
- OVERHEAD ELECTRIC & TELEPHONE SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136"
- PROPERTY LINE
- ADJACENT PROPERTY LINE

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

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

REVISION

REV	DATE	DESCRIPTION
A	8.30.19	PRELIM ISSUE W/ TITLE
0	9.23.19	ISSUED AS FINAL

SITE INFORMATION:

CLAYHOLE
 0 BARGE CLAYHOLE
 JACKSON, KY 41339
 BREATHITT COUNTY

TAX PARCEL NUMBER:
 155-00-00-056.00

PROPERTY OWNER:
 KENTUCKY RIVER PROPERTIES LLC
 P.O. BOX 269
 HAZARD, KY 41702

SOURCE OF TITLE:
 DEED BOOK 230, PAGE 695

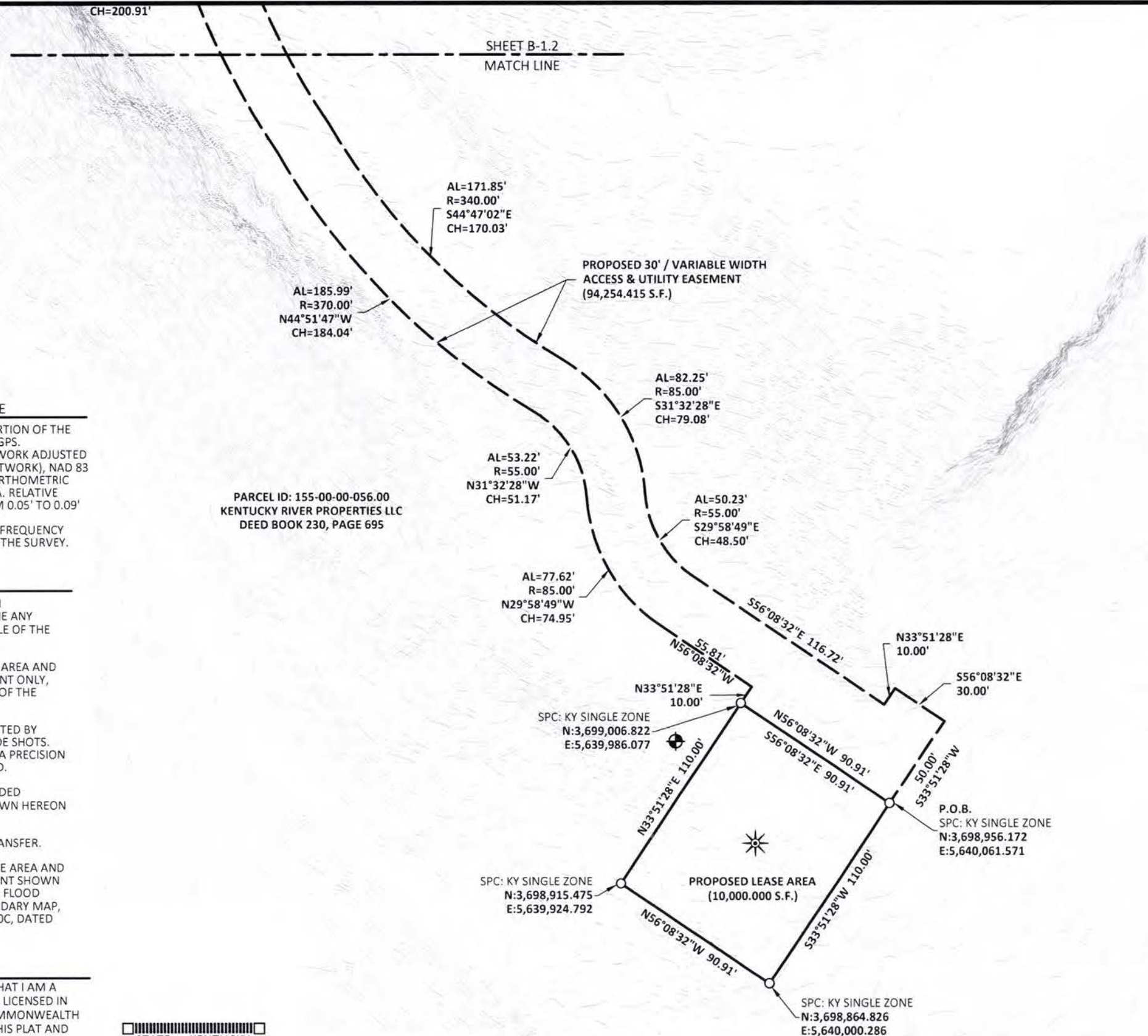
SITE NUMBER:

POD NUMBER: 18-29369
 DRAWN BY: JRS
 CHECKED BY: MEP
 SURVEY DATE: 8.14.19
 PLAT DATE: 8.30.19

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

SHEET NUMBER: (8 pages)
B-1

Mark Patterson
 MARK PATTERSON, PLS #3136
 9/23/2019
 DATE



CH=200.91'

SHEET B-1.2
MATCH LINE

AL=171.85'
R=340.00'
S44°47'02\"E
CH=170.03'

AL=185.99'
R=370.00'
N44°51'47\"W
CH=184.04'

PROPOSED 30' / VARIABLE WIDTH
ACCESS & UTILITY EASEMENT
(94,254.415 S.F.)

AL=82.25'
R=85.00'
S31°32'28\"E
CH=79.08'

AL=53.22'
R=55.00'
N31°32'28\"W
CH=51.17'

AL=50.23'
R=55.00'
S29°58'49\"E
CH=48.50'

AL=77.62'
R=85.00'
N29°58'49\"W
CH=74.95'

55.81'
N56°08'32\"W

10.00'

N33°51'28\"E
10.00'

556°08'32\"E 116.72'

10.00'

S56°08'32\"E
30.00'

50.00'

S33°51'28\"W

P.O.B.
SPC: KY SINGLE ZONE
N:3,698,956.172
E:5,640,061.571

PROPOSED LEASE AREA
(10,000.000 S.F.)

SPC: KY SINGLE ZONE
N:3,698,864.826
E:5,640,000.286

SPC: KY SINGLE ZONE
N:3,698,915.475
E:5,639,924.792

SPC: KY SINGLE ZONE
N:3,699,006.822
E:5,639,986.077

1° 31' 14\"

TRUE NORTH
GRID NORTH

N

BASED ON KENTUCKY STATE
PLANE SINGLE ZONE AND
DETERMINED BY GPS OBSERVATIONS
COMPLETED ON AUGUST 14, 2019.

FAA COORDINATE POINT
NAD 83
LATITUDE: 37°27'19.46\"
LONGITUDE: -83°16'24.67\"
NAVD 88
ELEVATION: 1276± AMSL
NORTHING: 3,698,935.824
EASTING: 5,639,993.181

TEMPORARY BENCHMARK
NORTHING: 3,698,987.456
EASTING: 5,639,952.927
ELEVATION: 1,262.21'
LOCATION: SET 60-D NAIL,
S59°42'26\"W 38.4± FROM THE
NORTHERN CORNER OF THE
PROPOSED LEASE AREA.

GLOBAL POSITIONING SYSTEMS NOTE

1. THE BOUNDARY CORNERS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.05' TO 0.09' HORIZONTALLY.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

GENERAL NOTES

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

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

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.06, FOR A PRECISION OF 1:46,371 AND HAS NOT BEEN ADJUSTED.

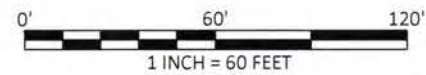
THIS PROPERTY IS SUBJECT TO ANY RECORDED EASEMENTS AND/OR RIGHTS OF WAY SHOWN HEREON OR NOT.

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21025C0350C, DATED APRIL 2, 2008.

LAND SURVEYOR'S CERTIFICATE

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



LEGEND
P.O.B. POINT OF BEGINNING

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

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

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

REVISION

REV.	DATE	DESCRIPTION
A	8.30.19	PRELIM ISSUE W/ TITLE
0	9.23.19	ISSUED AS FINAL

SITE INFORMATION:

CLAYHOLE
0 BARGE CLAYHOLE
JACKSON, KY 41339
BREATHITT COUNTY

TAX PARCEL NUMBER:
155-00-00-056.00

PROPERTY OWNER:
KENTUCKY RIVER PROPERTIES LLC
P.O. BOX 269
HAZARD, KY 41702

SOURCE OF TITLE:
DEED BOOK 230, PAGE 695

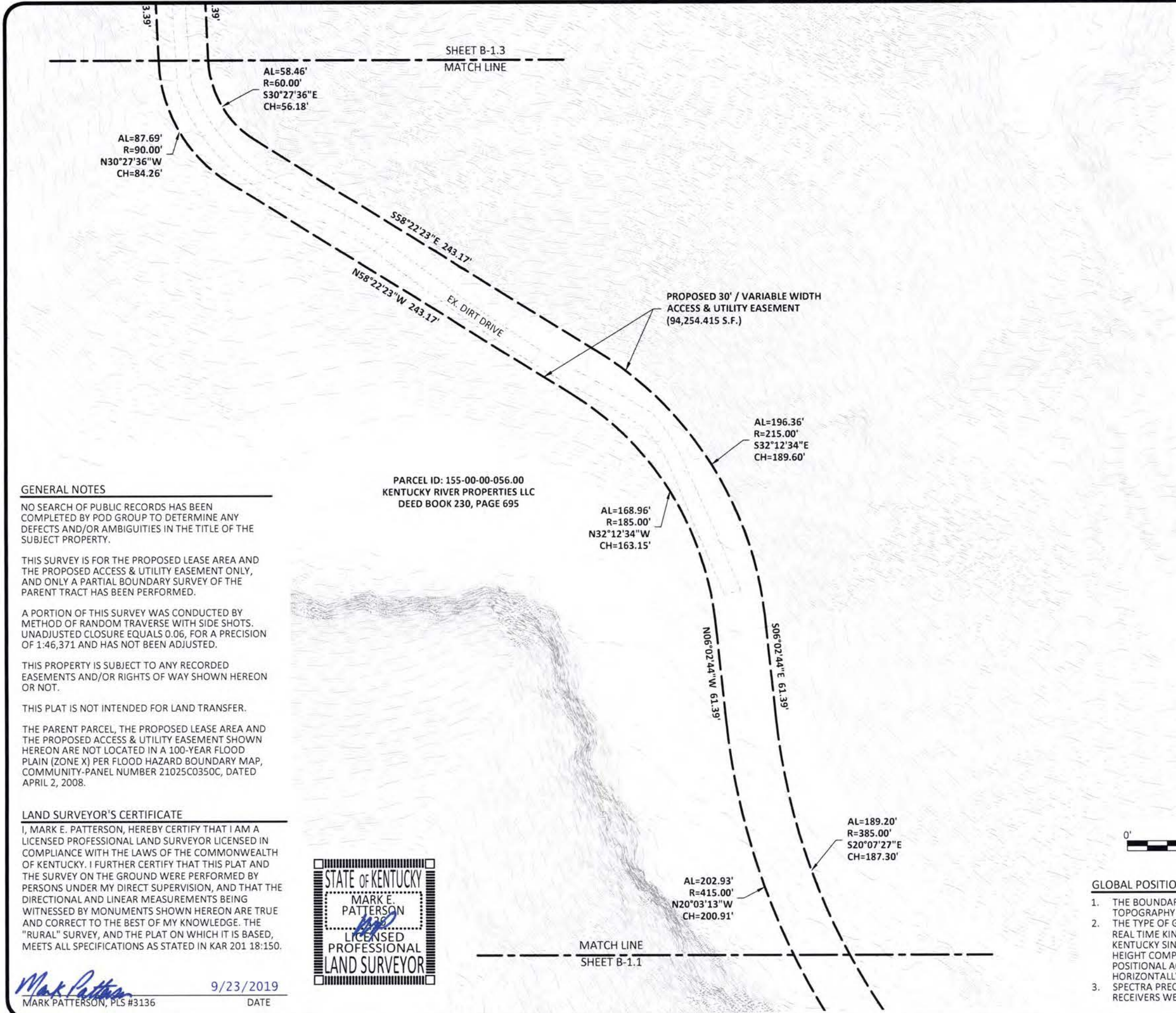
SITE NUMBER:

POD NUMBER: 18-29369
DRAWN BY: JRS
CHECKED BY: MEP
SURVEY DATE: 8.14.19
PLAT DATE: 8.30.19

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

SHEET NUMBER: (8 pages)
B-1.1

Mark Patterson
MARK PATTERSON, PLS #3136
9/23/2019
DATE



1° 31' 14"

 BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON AUGUST 14, 2019.

FAA COORDINATE POINT

 NAD 83

 LATITUDE: 37°27'19.46"

 LONGITUDE: -83°16'24.67"

 NAVD 88

 ELEVATION: 1276± AMSL

 NORTHING: 3,698,935.824

 EASTING: 5,639,993.181

TEMPORARY BENCHMARK

 NORTHING: 3,698,987.456

 EASTING: 5,639,952.927

 ELEVATION: 1,262.21'

 LOCATION: SET 60-D NAIL, 559°42'26"W 38.4± FROM THE NORTHERN CORNER OF THE PROPOSED LEASE AREA.

PREPARED BY:

POD

 POWER OF DESIGN

 11490 BLUEGRASS PARKWAY

 LOUISVILLE, KY 40299

 502-437-5252

PREPARED FOR:

MasTec

PREPARED FOR:

at&t

REVISION		
REV.	DATE	DESCRIPTION
A	8.30.19	PRELIM ISSUE W/ TITLE
0	9.23.19	ISSUED AS FINAL

REVISION		
REV.	DATE	DESCRIPTION
A	8.30.19	PRELIM ISSUE W/ TITLE
0	9.23.19	ISSUED AS FINAL

SITE INFORMATION:

CLAYHOLE

 0 BARGE CLAYHOLE

 JACKSON, KY 41339

 BREATHITT COUNTY

 TAX PARCEL NUMBER:

 155-00-00-056.00

 PROPERTY OWNER:

 KENTUCKY RIVER PROPERTIES LLC

 P.O. BOX 269

 HAZARD, KY 41702

 SOURCE OF TITLE:

 DEED BOOK 230, PAGE 695

SITE NUMBER:

POD NUMBER: 18-29369

DRAWN BY: JRS

 CHECKED BY: MEP

 SURVEY DATE: 8.14.19

 PLAT DATE: 8.30.19

SHEET TITLE:

SITE SURVEY

 THIS DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL

SHEET NUMBER: (8 pages)

B-1.2

GENERAL NOTES

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

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

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.06, FOR A PRECISION OF 1:46,371 AND HAS NOT BEEN ADJUSTED.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21025C0350C, DATED APRIL 2, 2008.

LAND SURVEYOR'S CERTIFICATE

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



MARK PATTERSON, PLS #3136

 9/23/2019

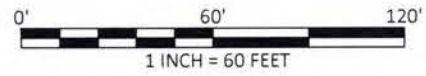
 DATE



Call Monday thru Friday - 7 am. to 6 pm.

1-800-752-6007

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



GLOBAL POSITIONING SYSTEMS NOTE

1. THE BOUNDARY CORNERS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.05' TO 0.09' HORIZONTALLY.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

SHEET B-1.4
MATCH LINE

TRUE NORTH
GRID NORTH
N
1° 31' 14" N
BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON AUGUST 14, 2019.

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

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

☼ **FAA COORDINATE POINT**
NAD 83
LATITUDE: 37°27'19.46"
LONGITUDE: -83°16'24.67"
NAVD 88
ELEVATION: 1276'± AMSL
NORTHING: 3,698,935.824
EASTING: 5,639,993.181

⊕ **TEMPORARY BENCHMARK**
NORTHING: 3,698,987.456
EASTING: 5,639,952.927
ELEVATION: 1,262.21'
LOCATION: SET 60-D NAIL, S59°42'26"W 38.4'± FROM THE NORTHERN CORNER OF THE PROPOSED LEASE AREA.

GLOBAL POSITIONING SYSTEMS NOTE

1. THE BOUNDARY CORNERS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.05' TO 0.09' HORIZONTALLY.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

GENERAL NOTES

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

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

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.06, FOR A PRECISION OF 1:46,371 AND HAS NOT BEEN ADJUSTED.

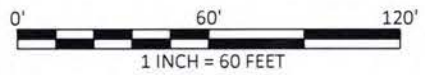
THIS PROPERTY IS SUBJECT TO ANY RECORDED EASEMENTS AND/OR RIGHTS OF WAY SHOWN HEREON OR NOT.

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21025C0350C, DATED APRIL 2, 2008.

LAND SURVEYOR'S CERTIFICATE

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



PARCEL ID: 155-00-00-056.00
KENTUCKY RIVER PROPERTIES LLC
DEED BOOK 230, PAGE 695

AL=122.17'
R=214.99'
S39°13'39"E
CH=120.54'

AL=105.14'
R=185.01'
N39°13'47"W
CH=103.73'

PROPOSED 30' / VARIABLE WIDTH
ACCESS & UTILITY EASEMENT
(94,254.415 S.F.)

AL=30.27'
R=85.00'
N12°44'51"W
CH=30.11'

AL=40.95'
R=115.00'
S12°44'51"E
CH=40.73'

AL=58.46'
R=60.00'
S30°27'36"E
CH=56.18'

Mark Patterson
MARK PATTERSON, PLS #3136
9/23/2019
DATE

REVISION

REV.	DATE	DESCRIPTION
A	8.30.19	PRELIM ISSUE W/ TITLE
0	9.23.19	ISSUED AS FINAL

SITE INFORMATION:

CLAYHOLE
0 BARGE CLAYHOLE
JACKSON, KY 41339
BREATHITT COUNTY

TAX PARCEL NUMBER:
155-00-00-056.00

PROPERTY OWNER:
KENTUCKY RIVER PROPERTIES LLC
P.O. BOX 269
HAZARD, KY 41702

SOURCE OF TITLE:
DEED BOOK 230, PAGE 695

SITE NUMBER:

POD NUMBER: 18-29369
DRAWN BY: JRS
CHECKED BY: MEP
SURVEY DATE: 8.14.19
PLAT DATE: 8.30.19

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

SHEET NUMBER: (8 pages)
B-1.3

MATCH LINE
SHEET B-1.2

GLOBAL POSITIONING SYSTEMS NOTE

1. THE BOUNDARY CORNERS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.05' TO 0.09' HORIZONTALLY.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

GENERAL NOTES

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

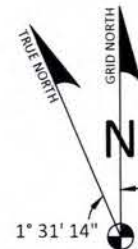
THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT ONLY, AND ONLY A PARTIAL BOUNDARY SURVEY OF THE PARENT TRACT HAS BEEN PERFORMED.

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.06, FOR A PRECISION OF 1:46,371 AND HAS NOT BEEN ADJUSTED.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21025C0350C, DATED APRIL 2, 2008.



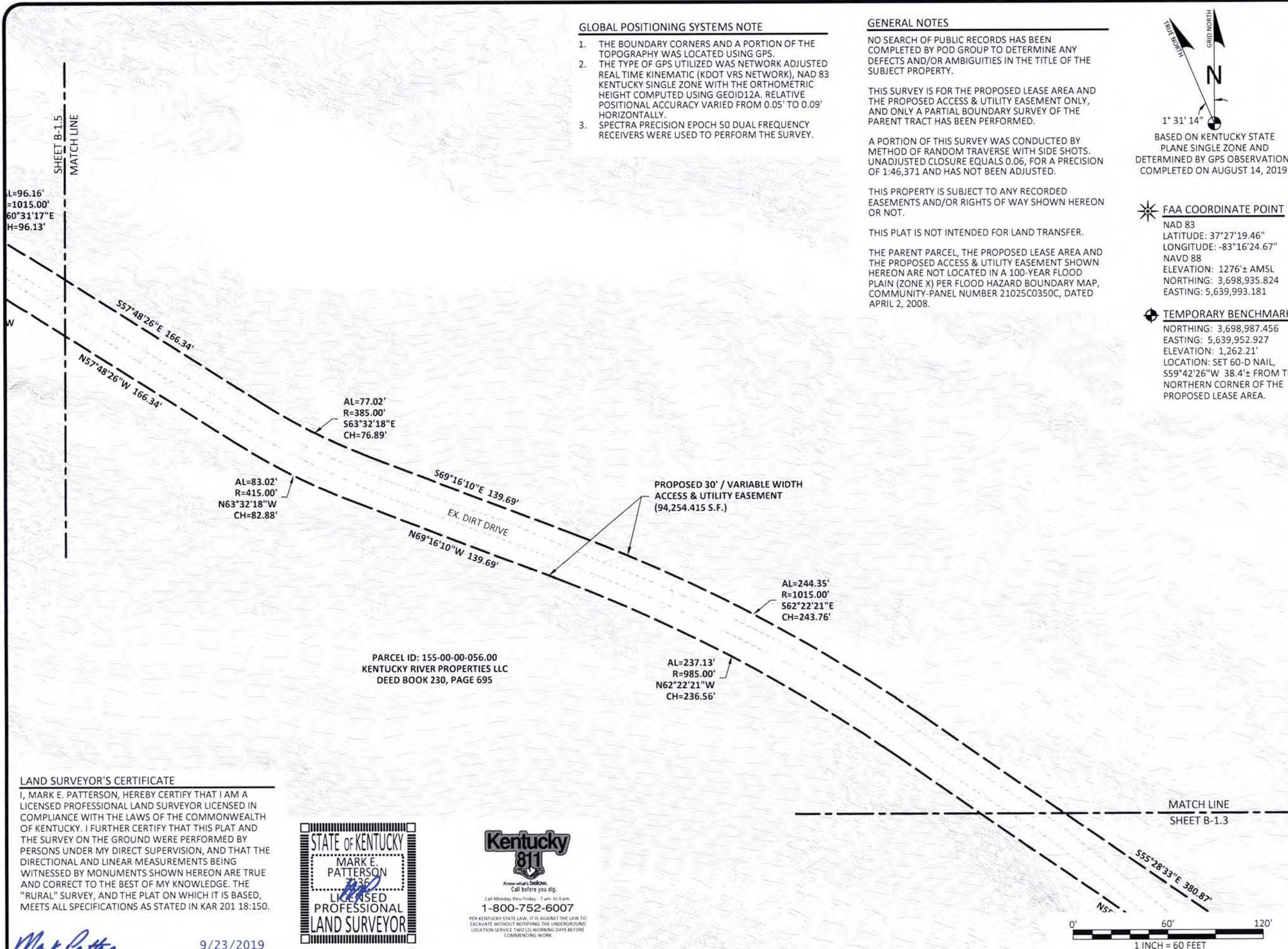
BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON AUGUST 14, 2019.

FAA COORDINATE POINT

NAD 83
 LATITUDE: 37°27'19.46"
 LONGITUDE: -83°16'24.67"
 NAVD 88
 ELEVATION: 1276'± AMSL
 NORTHING: 3,698,935.824
 EASTING: 5,639,993.181

TEMPORARY BENCHMARK

NORTHING: 3,698,987.456
 EASTING: 5,639,952.927
 ELEVATION: 1,262.21'
 LOCATION: SET 60-D NAIL, 559°42'26"W 38.4'± FROM THE NORTHERN CORNER OF THE PROPOSED LEASE AREA.



PARCEL ID: 155-00-00-056.00
 KENTUCKY RIVER PROPERTIES LLC
 DEED BOOK 230, PAGE 695

PROPOSED 30' / VARIABLE WIDTH
 ACCESS & UTILITY EASEMENT
 (94,254.415 S.F.)

EX. DIRT DRIVE

LAND SURVEYOR'S CERTIFICATE

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

Mark Patterson
 MARK PATTERSON, PLS #3136

9/23/2019
 DATE



Call Monday thru Friday - 7 am. to 6 pm.
 1-800-752-6007

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

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

PREPARED FOR:

PREPARED FOR:

REV.	DATE	DESCRIPTION
A	8.30.19	PRELIM ISSUE W/ TITLE
0	9.23.19	ISSUED AS FINAL

REVISION

REV.	DATE	DESCRIPTION
A	8.30.19	PRELIM ISSUE W/ TITLE
0	9.23.19	ISSUED AS FINAL

SITE INFORMATION:

CLAYHOLE
 0 BARGE CLAYHOLE
 JACKSON, KY 41339
 BREATHITT COUNTY

TAX PARCEL NUMBER:
 155-00-00-056.00

PROPERTY OWNER:
 KENTUCKY RIVER PROPERTIES LLC
 P.O. BOX 269
 HAZARD, KY 41702

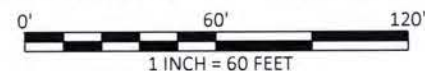
SOURCE OF TITLE:
 DEED BOOK 230, PAGE 695

SITE NUMBER:

POD NUMBER: 18-29369
DRAWN BY: JRS
CHECKED BY: MEP
SURVEY DATE: 8.14.19
PLAT DATE: 8.30.19

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

SHEET NUMBER: (8 pages)
B-1.4



GLOBAL POSITIONING SYSTEMS NOTE

1. THE BOUNDARY CORNERS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.05' TO 0.09' HORIZONTALLY.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

GENERAL NOTES

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

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

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.06, FOR A PRECISION OF 1:46,371 AND HAS NOT BEEN ADJUSTED.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21025C0350C, DATED APRIL 2, 2008.



BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON AUGUST 14, 2019.

FAA COORDINATE POINT

NAD 83
 LATITUDE: 37°27'19.46"
 LONGITUDE: -83°16'24.67"
 NAVD 88
 ELEVATION: 1276± AMSL
 NORTHING: 3,698,935.824
 EASTING: 5,639,993.181

TEMPORARY BENCHMARK

NORTHING: 3,698,987.456
 EASTING: 5,639,952.927
 ELEVATION: 1,262.21'
 LOCATION: SET 60-D NAIL, 559°42'26"W 38.4± FROM THE NORTHERN CORNER OF THE PROPOSED LEASE AREA.

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

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

REVISION

REV.	DATE	DESCRIPTION
A	8.30.19	PRELIM ISSUE W/ TITLE
0	9.23.19	ISSUED AS FINAL

SITE INFORMATION:

CLAYHOLE
 0 BARGE CLAYHOLE
 JACKSON, KY 41339
 BREATHITT COUNTY

TAX PARCEL NUMBER:
 155-00-00-056.00

PROPERTY OWNER:
 KENTUCKY RIVER PROPERTIES LLC
 P.O. BOX 269
 HAZARD, KY 41702

SOURCE OF TITLE:
 DEED BOOK 230, PAGE 695

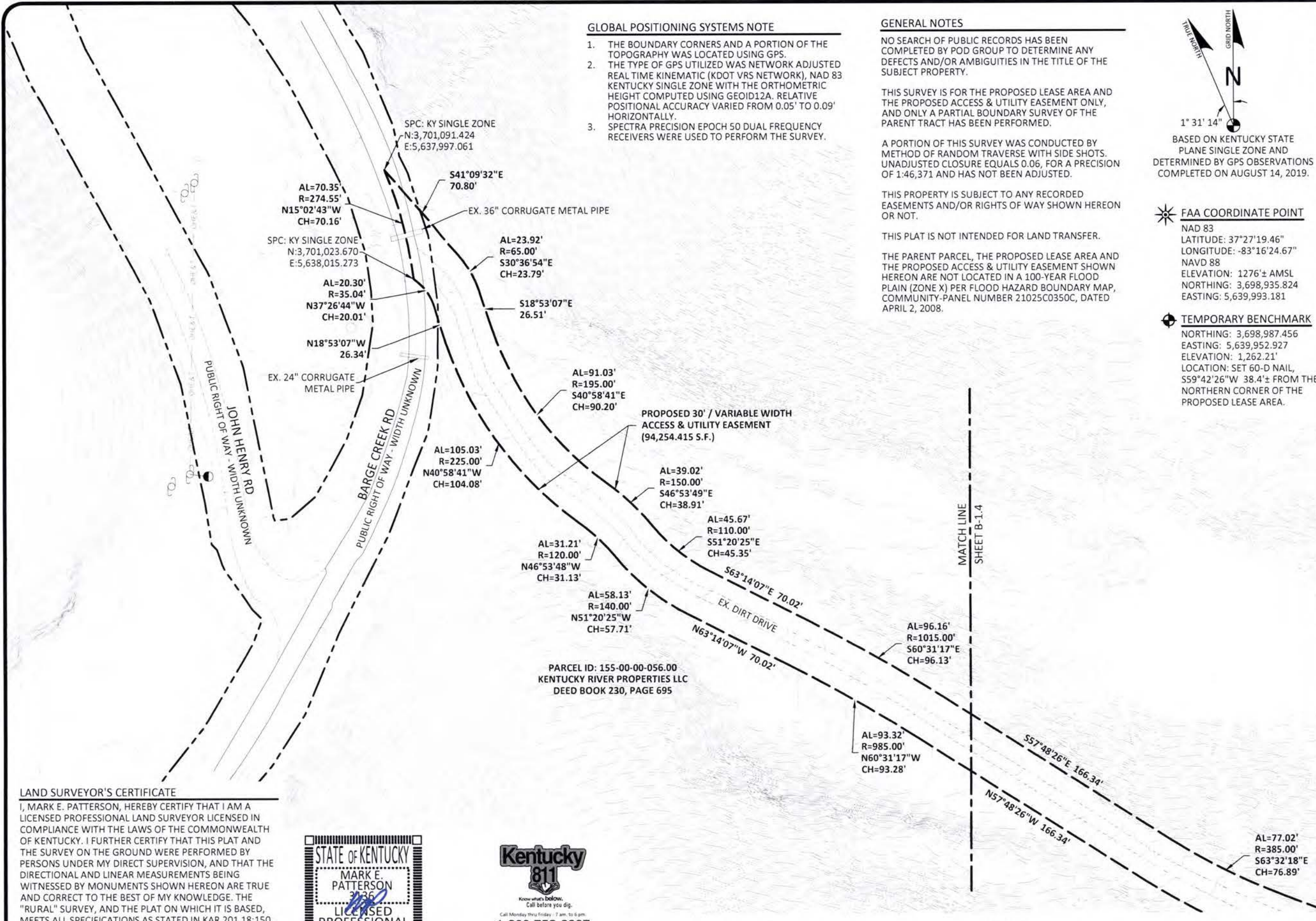
SITE NUMBER:

POD NUMBER: 18-29369
 DRAWN BY: JRS
 CHECKED BY: MEP
 SURVEY DATE: 8.14.19
 PLAT DATE: 8.30.19

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

SHEET NUMBER: (8 pages)

B-1.5

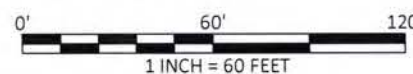


LAND SURVEYOR'S CERTIFICATE

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



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



Mark Patterson
 MARK PATTERSON, PLS #3136

9/23/2019
 DATE

LEGAL DESCRIPTIONS

PARENT PARCEL, LEGAL DESCRIPTION, DEED BOOK 230 PAGE 695 (NOT FIELD SURVEYED)

LYING AND BEING ON THE WATERS OF BARGE BRANCH OF TROUBLESOME CREEK BREATHITT COUNTY, KENTUCKY, AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS

TRACT 1:
 BEGINNING AT THE MOUTH OF THE COAL HOLLOW ON THE SOUTH BANK OF TROUBLESOME CREEK A SHORT DISTANCE ABOVE WHERE A. A. COMBS NOW LIVES; THENCE UP SAID CREEK AS IT MEANDERS NORTH 87½ EAST 11 2/10 POLES NORTH 72 EAST 28 POLES NORTH 76 EAST 22 6/10 POLES, NORTH 89½ EAST 30 6/10 POLES TO A WATER BIRCH AT THE MOUTH OF THE BARGE, NORTH 65½ EAST 23 1/10 POLES NORTH 44 EAST 40 POLES TO A STAKE ON THE BANK OF THE CREEK OPPOSITE TWO LARGE ROCKS IN THE CREEK AT THE LOWER END OF THE OLD JAMES MCINTOSH FARM; THENCE UP THE HILL WITH A LINE OF SAME SOUTH 55½ EAST 30 2/10 POLES W TO A STAKE ON THE POINT BETWEEN WHITE OAK AND SPOTTED OAK POINTERS. THENCE UP THE POINT AND RIDGE NORTH 81 EAST 17 POLES, NORTH 86 EAST 26 4/10 POLES TO A CHESTNUT OAK ON THE RIDGE BETWEEN TROUBLESOME AND THE BARGE, THENCE WITH THE TOP OF SAID RIDGE SOUTH 15 WEST 23 4/10 POLES SOUTH 31 WEST 14 TO A BLACK OAK, SOUTH 9 WEST 9 4/10 MILES TO A DOGWOOD AND WHITE OAK SOUTH 42 1/4 EAST 38 POLES SOUTH 50½ EAST 16 POLES TO A SMALL BLACK OAK SOUTH 43 1/4 EAST 25 7/10 POLES SMALL D, SOUTH 36 EAST 18 2110 POLES SOUTH 52½ EAST 12 POLES SOUTH 23½ EAST 29 POLES TO A DOGWOOD, SOUTH 27 WEST 18 POLES SOUTH 30½ WEST 12 POLES TO A SOURWOOD AND CHESTNUT SOUTH 20½ WEST 19 POLES TO A CHESTNUT OAK, SOUTH 29 WEST 33 POLES (SIC ACTUALLY 23 POLES) TO A CROSS MARK ON A ROCK ON A KNOB AT THE HEAD OF WET FIELD HOLLOW OF CANEY AND HEAD OF NELSON SOUTHWOOD'S HOLLOW; THENCE DOWN THE FORK SPUR WITH SOUTHWOOD'S LINE SOUTH 82½ WEST 10 POLES TO A CHESTNUT OAK; NORTH 60 3/4 WEST 32 POLES TO A WHITE OAK; NORTH 22 WEST 25 POLES TO A CHESTNUT OAK AND BLACK OAK, NORTH 70 3/4 WEST 37 POLES SOUTH 48 WEST 20½ POLES TO A STAKE NEAR THREE PINES ON TOP OF THE RIDGE; THENCE DOWN THE POINTS SOUTH 76½ WEST 11 POLES TO TOP OF HIGH ROCK; NORTH 84½ WEST 26 POLES TO A BLACK OAK ON THE POINT NORTH 75½ WEST 14 POLES NORTH 83½ WEST 22 POLES CROSSING MAIN BARGE BRANCH JUST ABOVE THE MOUTH OF ROAD FORK; THENCE UP THE POINT ABOVE ROAD FORK, SOUTH 39½ WEST 18 POLES TO A BEECH, SOUTH 51 WEST 14½ POLES TO A BEECH OPPOSITE BOHANAN'S CORNER; THENCE DOWN THE HILL NORTH 20 WEST 26 POLES TO AN ASH WHERE BOHANAN'S LINE CROSSES ROAD FORK NORTH 24 3/4 WEST 17½ POLES TO A BEECH AND HICKORY CORNER TO BOHANAN'S PATENT; THENCE UP ROAD FORK AROUND THE HILLSIDE AND REVERSING SAID PATENT LINE NORTH 52½ WEST 25 POLES TO A STAKE AND TWO HICKORY POINTERS, SOUTH 69 3/4 WEST 36 PALES TO STAKE IN COVE FIELD, SOUTH 34 WEST 66 POLES TO A BEECH AND BIRCH OLD MARKED EARNER, SOUTH 5 EAST 36 8/10 POLES BEECH OLD COMER SOOTH 55 EAST 12 POLES TO A BEECH AN THE POINT ABOVE I. B. COMBS' HOUSE WHERE STEVE ALLEN NOW LIVES, THENCE LEAVING SAID PATENT LINE AND UP THE POINT WITH I. B. COMBS' LINE, SOUTH 51½ WEST 12 POLES, SOUTH 39½ WEST 9 4/10 POLES SOUTH 14½ WEST 12 6/10 POLES TO A CHESTNUT SOUTH 4½ WEST 15 6/10 POLES SOUTH 23½ WEST 16 4/10 POLES TA A BLACK OAK TOP OF POINT; 38 WEST 10 6/10 POLES SOUTH 21½ WEST 10 7/10 POLES SOUTH 51½ WEST 22 4/10 POLES TO DOGWOOD AND HICKORY; NORTH 85½ WEST 14 3/10 POLES TO A CHESTNUT AND OAK ON TOP OF THE RIDGE BETWEEN LAST CREEK AND BARGE AND IN ALFRED ROBERT'S LINE; THENCE WITH THE TOP OF SAID RIDGE AND SAID LINE, NORTH 12 WEST 23 8/10 POLES TO A WHITE OAK IN A GAP NORTH 32½ WEST 23 POLES TO A PINE, SOUTH 76½ WEST 23 2/10 PALES TO A SMALL PINE, NORTH 63½ WEST 26 PALES, NORTH 13½ WEST 17 6/10, NORTH 33 WEST 20 POLES, NORTH 26 WEST 12 4/10 POLES TO A SOURWOOD SOUTH 36 WEST 37 8/10 POLES (SIC ACTUALLY NORTH 36 WEST) TO A BLACK LOCUST, NORTH 15½ EAST 30 7110 POLES, NORTH 34½ EAST 23 2/10 POLES TO A BLACK OAK ON A KNOB BETWEEN SPRING FORK OR BARGE AND LOST CREEK SOUTH 59½ EAST 20 5/10 POLES SOUTH 71 1/4 EAST 32 4/10 POLES TO A BLACK OAK TOP OF RIDGE BETWEEN LOST CREEK, BARGE AND TROUBLESOME; THENCE WITH THE TOP OF THE RIDGE BETWEEN BARGE AND TROUBLESOME, NORTH 45½ EAST 16½ POLES NORTH 30 EAST 26 POLES NORTH 18 ½ EAST 14 2/10 POLES TO SMALL MAPLE, NORTH 41½ EAST 10 9/10 POLES TO A SPOTTED OAK ON TOP OF A KNOB, NORTH 85 EAST 29 3/10 POLES TO A STAKE AND SPOTTED OAK POINTER ON TOP OF A KNOB BETWEEN MAIN TROUBLESOME COAL HOLLOW AND BARGE; THENCE DOWN THE SPUR NORTH 44½ EAST 17 7/10 POLES TO A CHESTNUT OAK, NORTH 21 EAST 12 6/10 POLES NORTH 34 WEST 5 TO A MAPLE AN TOP OF A BIG ROCK; THENCE DOWN THE HILL CROSSING A DRAIN NORTH 11½ EAST 90 POLES TO A BEECH ON THE SOUTH BANK OF TROUBLESOME CREEK, JUST BELOW THE MOUTH OF RILEY; THENCE UP SAID CREEK SOUTH 68½ EAST 20 POLES SOUTH 62½ EAST 30 POLES, SOUTH 76½ EAST 22 POLES TO THE BEGINNING, CONTAINING FOUR HUNDRED SIXTY-ONE (461) ACRES.

TRACT 2:
 LOCATED ON BARGE BRANCH OF TROUBLESOME CREEK, BEGINNING ON THE BRANCH OPPOSITE TWO WHITE WALNUTS STANDING ON THE BANK OF THE POLLY SOUTHWOOD FORK OF BARGE BRANCH, ABOUT 85 POLES FROM ITS MOUTH AT MAIN BARGE BRANCH; THENCE UP THE HILL SOUTH 87 WEST 61 POLES TO A STAKE BETWEEN TWO BLACK PINES ON TOP OF THE RIDGE BETWEEN POLLY FORK AND ROAD FORK; THENCE UP WITH THE TOP OF THE RIDGE AND BINDING THEREON AROUND HEAD OF SAID FORK, SOUTH 9 EAST 12 6/10 POLES; SOUTH 9 WEST 18 4/10 POLES TO A PINE SOUTH 45½ WEST 42 6/10 POLES TO A SPOTTED OAK AND SOURWOOD, SOUTH 5 EAST 22 POLES SOUTH 12 WEST 18 POLES TO A PINE, SOUTH 26½ WEST 18 POLES TO A SMALL BLACK OAK, SOUTH 55½ WEST 43 4/10 POLES TO A DOGWOOD AND CHESTNUT OAK ON TOP OF THE DIVIDING RIDGE BETWEEN SAID FORK AND LOST CREEK; THENCE CONTINUING WITH THE TOP OF SAID RIDGE AND WITH BEN FUGATE'S LINE, SOUTH 10 EAST 15 3/10 POLES TO A CHESTNUT OAK, SOUTH 36½ EAST 31 POLES TO A BLACK OAK OLD CORNER, SOUTH 74½ EAST 16 4/10 POLES NORTH 68½ EAST 40 6/10 POLES NORTH 81 EAST 8 POLES TO A BEECH, SOUTH 83 EAST 34 POLES TO A CHESTNUT OAK, SOUTH 60 EAST 15 POLES TO TWO MAPLES ON THE RIDGE BETWEEN POLLY FORK AND MAIN BARGE AT D.L. COMBS CORNER; THENCE WITH THE TOP OF THE RIDGE BETWEEN POLLY FORK AND MAIN BARGE WITH SAID COMBS' LINE NORTH 44 EAST 18 POLES TO THE TOP OF POTATO KNOB NORTH 2½ WEST 26 4/10 POLES TO A CHESTNUT NORTH 71½ EAST 24 POLES TO A WHITE OAK AND DOGWOOD NEAR SAID COMBS' FIELD NORTH 50 1/4 EAST 20 8/10 POLES, NORTH 57 EAST 16 POLES NORTH 57 EAST 16 POLES, NORTH 40 3/4 EAST 24 6/10 POLES TO A LARGE CHESTNUT OAK, NORTH 27½ WEST 17 6/10 POLES, NORTH 6 EAST 37 POLES TO A SMALL BLACK OAK AND HICKORY POINTER, NORTH 70 3/4 WEST 24 POLES TO SOURWOOD, NORTH 47 WEST 16 4/10 POLES NORTH 30½ WEST 29 POLES TO A CROOKED CHESTNUT OAK; WITH CHESTNUT OAK; AND BLACK OAK POINTERS; THENCE DOWN THE HILL SOUTH 87 WEST 25 POLES TO THE BEGINNING, CONTAINING ONE HUNDRED FORTY-NINE (149) ACRES.

THERE IS EXCEPTED FROM TRACT ONE IN THIS DEED AND THIS DEED DOES NOT INCLUDE OR CONVEY THE FOLLOWING PROPERTY:

EXCLUSION NO. 1: THAT CERTAIN SURFACE TRACT CONVEYED BY DEED FROM JALIA T. ALLEN, ET AL. TO LOGAN COMBS, ET AL. DATED JULY 31, 1940. AND RECORDED IN DEED BOOK 76, PAGE 260; AND

EXCLUSION NO. 2: THE GEORGE ALLEN HOMEPLACE LOCATED ON THE NORTH SIDE OF TROUBLESOME CREEK BETWEEN TROUBLESOME CREEK AND KENTUCKY HIGHWAY 476 ACROSS FROM THE OLD CLAYHOLE POST OFFICE.

TRACTS ONE AND TWO BEING ALL THE SAME PROPERTY ACQUIRED BY GEORGE ALLEN FROM CONTINENTAL REALTY COMPANY BY DEED DATED OCTOBER 7, 1932, AND RECORDED IN DEED BOOK 69, PAGE 222. THE SAID GEORGE ALLEN, A/K/A GEORGE ALLEN, JR. DIED TESTATE ON OR ABOUT MAY 22, 1935, SURVIVED BY HIS WIDOW, JALIA T. ALLEN AND HIS CHILDREN, EUGENE DORSE ALLEN, JOHN MORGAN ALLEN, LEIGHTON CHASE ALLEN AND JOY LAVON ALLEN FLETCHER, AS EVIDENCED BY THAT AFFIDAVIT OF DESCENT RECORDED IN DEED BOOK 92, PAGE 391. AND IN DEED BOOK 154, PAGE 399. THE SAID JALIA T. ALLEN DIED TESTATE ON OR ABOUT MARCH 14, 1980, SURVIVED BY HER CHILDREN, EUGENE DORSE ALLEN, JOHN MORGAN ALLEN, LEIGHTON CHASE ALLEN AND JOY LAVON ALLEN FLETCHER, AS EVIDENCED BY THAT AFFIDAVIT OF DESCENT RECORDED IN DEED BOOK 154, PAGE 398. THE SAID EUGENE DORSE ALLEN DIED TESTATE IN 1997, A RESIDENT OF FLORIDA, AND DEVED HIS INTEREST IN THE SUBJECT PROPERTY TO HIS SISTER, JOY ALLEN FLETCHER, AND HIS BROTHER, L. CHASE ALLEN, AS SET FORTH IN HIS WILL RECORDED IN WILL BOOK 7, PAGE 711. THE SAID JOHN M. ALLEN AND DOROTHY ALLEN, HIS WIFE, CONVEYED THEIR UNDIVIDED INTEREST IN THE PROPERTY TO H. B. NOBLE, BY DEED DATED JUNE 14, 1972, AND RECORDED IN DEED BOOK 123, PAGE 163. ZENA NOBLE, THE WIDOW AND DEVISEE OF H. B. NOBLE, CONVEYED THIS INTEREST BACK TO JOHN M. ALLEN AND DOROTHY ALLEN, HIS WIFE, BY DEED DATED MAY 6, 1987, AND RECORDED IN DEED BOOK 158, PAGE 191. THE SAID JOHN MORGAN ALLEN DIED TESTATE IN 1998 A RESIDENT OF FAYETTE COUNTY, KENTUCKY, AND DEVED HIS INTEREST IN THE SUBJECT PROPERTY AS FOLLOWS, TO WIT: ONE-HALF TO HIS WIFE, DOROTHY GARDINER ALLEN, AND ONE-HALF IN TRUST FOR THE LIFETIME OF HIS WIFE, DOROTHY GARDINER ALLEN, WITH REMAINDER TO HIS LIVING ISSUE, AS SET FORTH IN HIS WILL RECORDED IN WILL BOOK 9, PAGE 583. SEE ALSO THAT AFFIDAVIT OF TRANSFER OF REAL PROPERTY BY WILL RECORDED IN DEED BOOK 197, PAGE 117. THE SAID DOROTHY GARDINER ALLEN DIED TESTATE ON OR ABOUT SEPTEMBER 5, 2001, A RESIDENT OF FAYETTE COUNTY, KENTUCKY, AND DEVED HER INTEREST IN THE SUBJECT PROPERTY TO HER SURVIVING DESCENDANTS, AS SET FORTH IN HER WILL RECORDED IN WILL BOOK 10, PAGE 696. SEE ALSO THAT AFFIDAVIT OF TRANSFER OF REAL PROPERTY RECORDED IN DEED BOOK 204, PAGE 123. PURSUANT TO SAID AFFIDAVIT, THE SURVIVING DECEDENTS OF DOROTHY GARDINER ALLEN WERE KIMBERLY ALLEN ROSS, CECELIA ALLEN HAGAN, AND KATHLEEN GARDINER ALLEN. MARY KIMBERLY ALLEN ROSS APPOINTED CECELIA ALLEN HAGAN HER ATTORNEY-IN-FACT UNDER THAT CERTAIN POWER OF ATTORNEY DATED MAY 14, 2009, AND RECORDED IN MISC. BOOK 54, PAGE 738; CHARLES B. ROSS (HUSBAND OF MARY KIMBERLY ALLEN ROSS) APPOINTED CECELIA ALLEN HAGAN AS HIS ATTORNEY-IN-FACT UNDER THAT CERTAIN POWER OF ATTORNEY DATED MAY 14, 2009, AND RECORDED IN MISC. BOOK 54, PAGE 738; KATHLEEN GARDINER ALLEN, SINGLE, APPOINTED CECELIA ALLEN HAGAN AS HER ATTORNEY-IN-FACT UNDER THAT CERTAIN POWER OF ATTORNEY DATED MAY 14, 2009, AND RECORDED IN MISC. BOOK 54, PAGE 741; AND TIMOTHY W. HAGAN (HUSBAND OF CECELIA ALLEN HAGAN) APPOINTED CECELIA ALLEN HAGAN HIS ATTORNEY-IN-FACT UNDER THAT CERTAIN POWER OF ATTORNEY NOTARIZED MAY 20, 2009, AND RECORDED IN MISC. BOOK 54, PAGE 744, ALL RECORDS OF THE BREATHITT COUNTY CLERK'S OFFICE.

IT IS THE INTENTION OF THE PARTIES THAT THIS DEED CONVEY ALL OF THE PROPERTY AND ANY INTEREST THEREIN OWNED BY THE GRANTERS ON THE SOUTH SIDE OF TROUBLESOME CREEK OR NEAR THE WATERS OF BARGE BRANCH OF TROUBLESOME CREEK, BREATHITT COUNTY, KENTUCKY, BY DEED OR POSSESSION, WHETHER OR NOT SPECIFICALLY INCLUDED IN THE ABOVE DESCRIPTIONS, TO THE GRANTEE

PROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO KENTUCKY RIVER PROPERTIES LLC AS RECORDED IN THE CLERKS OFFICE OF BREATHITT COUNTY, KENTUCKY IN DEED BOOK 230, PAGE 695, PARCEL ID: 155-00-00-056.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON AUGUST 14, 2019.

BEGINNING AT A SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC", IN THE EASTERN CORNER OF THE PROPOSED LEASE AREA, SAID REBAR HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N:3,698,956.172, E:5,640,061.571; THENCE S33°51'28"W 110.00' TO A "SET IPC" HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N:3,698,864.826, E:5,640,000.286; THENCE N56°08'32"W 90.91' TO A "SET IPC", HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N:3,698,915.475, E:5,639,924.792; THENCE THENCE N33°51'28"E 110.00' TO A "SET IPC" HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N:3,699,006.822, E:5,639,986.077; THENCE S56°08'32"E 90.91'; TO THE POINT OF BEGINNING CONTAINING 10,000.000 SQUARE FEET AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED FEBRUARY 22, 2019.

PROPOSED 30' ACCESS & UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' ACCESS & UTILITY EASEMENT TO BE LEASED FROM THE PROPERTY CONVEYED TO KENTUCKY RIVER PROPERTIES LLC AS RECORDED IN THE CLERKS OFFICE OF BREATHITT COUNTY, KENTUCKY IN DEED BOOK 230, PAGE 695, PARCEL ID: 155-00-00-056.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON AUGUST 14, 2019.

BEGINNING AT A SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC", IN THE EASTERN CORNER OF THE PROPOSED LEASE AREA, SAID REBAR HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N:3,698,956.172, E:5,640,061.571; THENCE ALONG SAID LEASE AREA N56°08'32"W 90.91' TO A SET IPC; THENCE LEAVING SAID LEASE AREA N33°51'28"E 10.00'; THENCE N56°08'32"W 55.81'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 77.62', HAVING A RADIUS OF 85.00', SAID CURVE HAVING A CHORD LENGTH OF 74.95' BEARING N29°58'49"W; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT WITH AN ARC LENGTH OF 53.22', HAVING A RADIUS OF 55.00', SAID CURVE HAVING A CHORD LENGTH OF 51.17' BEARING N31°32'28"W; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT WITH AN ARC LENGTH OF 185.99', HAVING A RADIUS OF 370.00'. SAID CURVE HAVING A CHORD LENGTH OF 184.04' BEARING N44°51'47"W; THENCE ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT WITH AN ARC LENGTH OF 202.93', HAVING A RADIUS OF 415.00', SAID CURVE HAVING A CHORD LENGTH OF 200.91' BEARING N20°03'13"W; THENCE N06°02'44"W 61.39'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH AN ARC LENGTH OF 168.96', HAVING A RADIUS OF 185.00', SAID CURVE HAVING A CHORD LENGTH OF 163.15' BEARING N32°12'34"W; THENCE N58°22'23"W 243.17'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 87.69', HAVING A RADIUS OF 90.00', SAID CURVE HAVING A CHORD LENGTH OF 84.26' BEARING N30°27'36"W; THENCE N02°32'48"W 103.39'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH AN ARC LENGTH OF 30.27', HAVING A RADIUS OF 85.00', SAID CURVE HAVING A CHORD LENGTH OF 30.11' BEARING N12°44'51"W; THENCE N22°56'54"W 164.37'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH AN ARC LENGTH OF 105.14', HAVING A RADIUS OF 185.01', SAID CURVE HAVING A CHORD LENGTH OF 103.73' BEARING N39°13'47"W; THENCE N55°28'33"W 380.87'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH AN ARC LENGTH OF 237.13', HAVING A RADIUS OF 985.00', SAID CURVE HAVING A CHORD LENGTH OF 236.56' BEARING N62°22'21"W; THENCE N69°16'10"W 139.69'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 83.02', HAVING A RADIUS OF 415.00', SAID CURVE HAVING A CHORD LENGTH OF 82.88' BEARING N63°32'18"W; THENCE N57°48'26"W 166.34'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH AN ARC LENGTH OF 93.32', HAVING A RADIUS OF 985.00', SAID CURVE HAVING A CHORD LENGTH OF 93.28' BEARING N60°31'17"W; THENCE N63°14'07"W 70.02'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 58.13', HAVING A RADIUS OF 140.00', SAID CURVE HAVING A CHORD LENGTH OF 57.71' BEARING N51°20'25"W; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT WITH AN ARC LENGTH OF 31.21', HAVING A RADIUS OF 120.00', SAID CURVE HAVING A CHORD LENGTH OF 31.13' BEARING N46°53'48"W; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT WITH AN ARC LENGTH OF 139.27', HAVING A RADIUS OF 225.00', SAID CURVE HAVING A CHORD LENGTH OF 137.06' BEARING N36°37'05"W; THENCE N18°53'07"W 26.34'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH AN ARC LENGTH OF 20.30', HAVING A RADIUS OF 35.04', SAID CURVE HAVING A CHORD LENGTH OF 20.01' BEARING N37°26'44"W TO A POINT IN THE CENTER LINE OF BARGE CREEK ROAD HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N:3,701,023.670, E:5,638,015.273; THENCE WITH SAID CENTER LINE ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT WITH AN ARC LENGTH OF 70.35', HAVING A RADIUS OF 274.55', SAID CURVE HAVING A CHORD LENGTH OF 70.16' BEARING N15°02'43"W HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N:3,701,091.424, E:5,637,997.061; THENCE LEAVING CENTER LINE S41°09'32"E 70.80'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 23.92', HAVING A RADIUS OF 65.00', SAID CURVE HAVING A CHORD LENGTH OF 23.79' BEARING S30°36'54"E; THENCE S18°53'07"E 26.51'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH AN ARC LENGTH OF 120.70', HAVING A RADIUS OF 195.00', SAID CURVE HAVING A CHORD LENGTH OF 118.79' BEARING S36°37'05"E; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT WITH AN ARC LENGTH OF 39.02', HAVING A RADIUS OF 150.00', SAID CURVE HAVING A CHORD LENGTH OF 38.91' BEARING S46°53'49"E; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT WITH AN ARC LENGTH OF 45.67', HAVING A RADIUS OF 110.00', SAID CURVE HAVING A CHORD LENGTH OF 45.35' BEARING S51°20'25"E; THENCE S63°14'07"E 70.02'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 96.16', HAVING A RADIUS OF 1015.00', SAID CURVE HAVING A CHORD LENGTH OF 96.13' BEARING S60°31'17"E; THENCE S57°48'26"E 166.34'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH AN ARC LENGTH OF 77.02', HAVING A RADIUS OF 385.00', SAID CURVE HAVING A CHORD LENGTH OF 76.89' BEARING S63°32'18"E; THENCE S69°16'10"E 139.69'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 244.35', HAVING A RADIUS OF 1015.00', SAID CURVE HAVING A CHORD LENGTH OF 243.76' BEARING S62°22'21"E; THENCE S55°28'33"E 380.87'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 122.17', HAVING A RADIUS OF 214.99', SAID CURVE HAVING A CHORD LENGTH OF 120.54' BEARING S39°13'39"E; THENCE S22°56'54"E 164.37'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 40.95', HAVING A RADIUS OF 115.00', SAID CURVE HAVING A CHORD LENGTH OF 40.73' BEARING S12°44'51"E; THENCE S02°32'48"E 103.39'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH AN ARC LENGTH OF 58.46', HAVING A RADIUS OF 60.00', SAID CURVE HAVING A CHORD LENGTH OF 56.18' BEARING S30°27'36"E; THENCE S58°22'23"E 243.17'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 196.36', HAVING A RADIUS OF 215.00', SAID CURVE HAVING A CHORD LENGTH OF 189.60' BEARING S32°12'34"E; THENCE S06°02'44"E 61.39'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH AN ARC LENGTH OF 189.20', HAVING A RADIUS OF 385.00', SAID CURVE HAVING A CHORD LENGTH OF 187.30' BEARING S20°07'27"E; THENCE ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT WITH AN ARC LENGTH OF 171.85', HAVING A RADIUS OF 340.00', SAID CURVE HAVING A CHORD LENGTH OF 170.03' BEARING S44°47'02"E; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT WITH AN ARC LENGTH OF 82.25', HAVING A RADIUS OF 85.00', SAID CURVE HAVING A CHORD LENGTH OF 79.08' BEARING S31°32'28"E; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT WITH AN ARC LENGTH OF 50.23', HAVING A RADIUS OF 55.00', SAID CURVE HAVING A CHORD LENGTH OF 48.50' BEARING S29°58'49"E; THENCE S56°08'32"E 116.72'; THENCE N33°51'28"E 10.00'; THENCE S56°08'32"E 30.00'; THENCE S33°51'28"W 50.00' TO THE POINT OF BEGINNING CONTAINING 94,254.415 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED AUGUST 14, 2019.

LAND SURVEYOR'S CERTIFICATE

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



Mark Patterson
 MARK PATTERSON, PLS #3136

9/23/2019
 DATE



REVISION		
REV.	DATE	DESCRIPTION
A	8.30.19	PRELIM ISSUE W/ TITLE
0	9.23.19	ISSUED AS FINAL

SITE INFORMATION:
CLAYHOLE
 0 BARGE CLAYHOLE
 JACKSON, KY 41339
 BREATHITT COUNTY
 TAX PARCEL NUMBER:
 155-00-00-056.00
 PROPERTY OWNER:
 KENTUCKY RIVER PROPERTIES LLC
 P.O. BOX 269
 HAZARD, KY 41702
 SOURCE OF TITLE:
 DEED BOOK 230, PAGE 695

SITE NUMBER:
 POD NUMBER: 18-29369
 DRAWN BY: JRS
 CHECKED BY: MEP
 SURVEY DATE: 8.14.19
 PLAT DATE: 8.30.19

SHEET TITLE:
SITE SURVEY
 THIS DOES NOT REPRESENT A
 BOUNDARY SURVEY OF THE
 PARENT PARCEL
 SHEET NUMBER: (8 pages)
B-1.6

REPORT OF TITLE - PARCEL ID: 155-00-00-056.00 - DEED BOOK 230, PAGE 695

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POD GROUP, LLC AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. INFORMATION REGARDING THESE MATTERS WERE GAINED FROM U.S. TITLE SOLUTIONS, FILE NO. 63499-KY1906-5030, REFERENCE NO. 13800698, DATED JULY 30, 2019 PREPARED FOR MASTEC NETWORK SOLUTIONS - KY/TN ON BEHALF OF AT&T. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT AND THE NUMBERS IN THE COMMENTS CORRESPOND TO THE NUMBERING SYSTEM IN SAID REPORT.

SCHEDULE B

1. TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN. TAX ID: 155-00-00-056.00 - PERIOD :2018 - PAYMENT STATUS: PAID - TAX AMOUNT : \$432.35 (NOT A LAND SURVEYING MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
2. MORTGAGES RETURNED HEREIN. (-0-). SEE SEPARATE MORTGAGE SCHEDULE. NONE WITHIN PERIOD SEARCHED.
3. ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY OF THE PARENT PARCEL, THEREFORE CANNOT ADDRESS THIS ITEM.)
4. RIGHTS OF TENANTS OR PERSON IN POSSESSION. (RIGHTS ARE NOT A LAND SURVEYING MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

(JUDGMENTS, LIENS AND UCC)

5. NONE WITHIN PERIOD SEARCHED

(COVENANTS/RESTRICTIONS)

6. NONE WITHIN PERIOD SEARCHED

(EASEMENTS AND RIGHTS OF WAY)

7. NONE WITHIN PERIOD SEARCHED



LAND SURVEYOR'S CERTIFICATE

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

Mark Patterson
 MARK PATTERSON, PLS #3136

9/23/2019
 DATE

PREPARED BY:

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

PREPARED FOR:


PREPARED FOR:




REVISION		
REV.	DATE	DESCRIPTION
A	8.30.19	PRELIM ISSUE W/ TITLE
0	9.23.19	ISSUED AS FINAL

SITE INFORMATION:
CLAYHOLE
 0 BARGE CLAYHOLE
 JACKSON, KY 41339
 BREATHITT COUNTY

TAX PARCEL NUMBER:
 155-00-00-056.00

PROPERTY OWNER:
 KENTUCKY RIVER PROPERTIES LLC
 P.O. BOX 269
 HAZARD, KY 41702

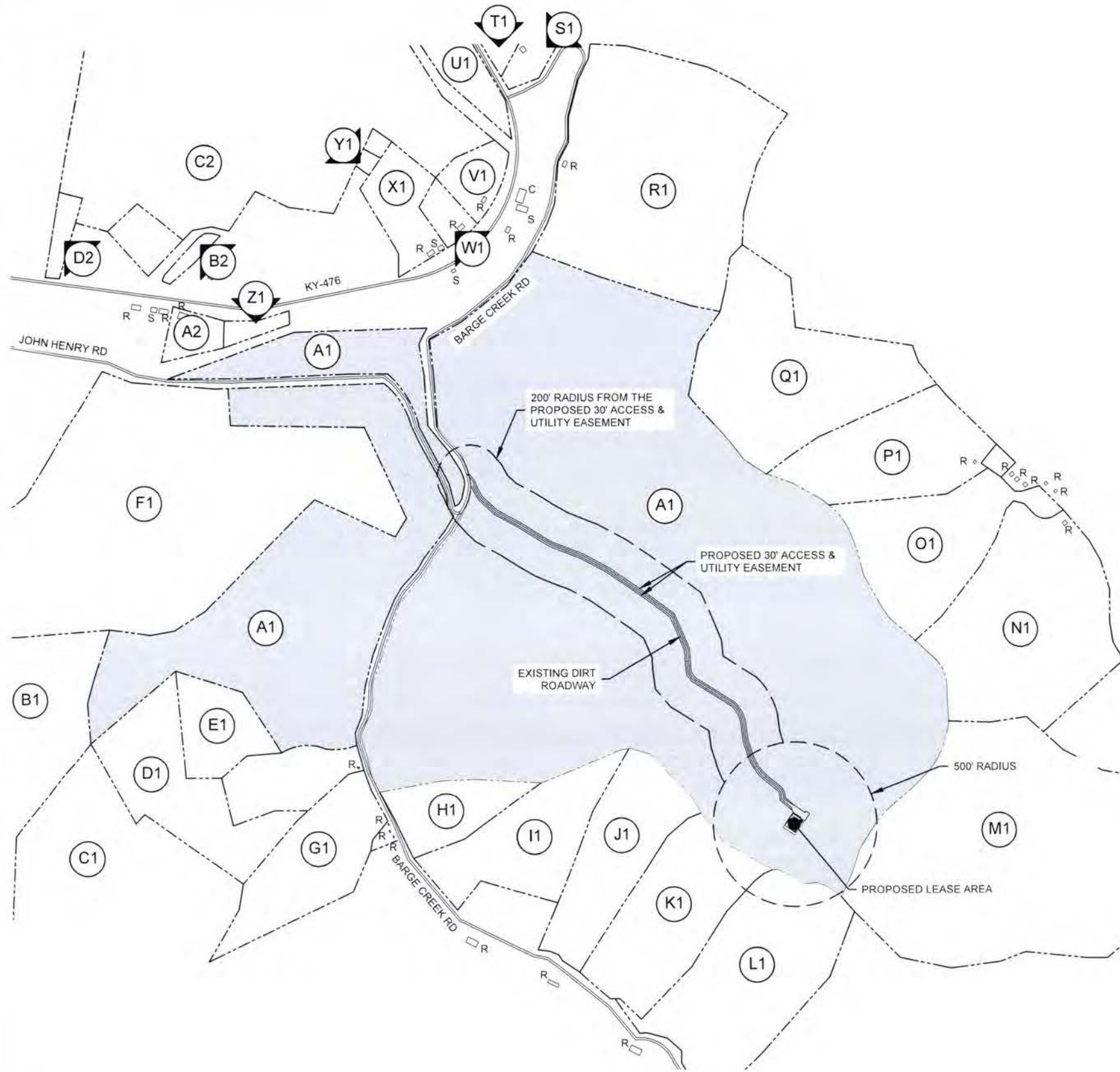
SOURCE OF TITLE:
 DEED BOOK 230, PAGE 695

SITE NUMBER:

POD NUMBER: 18-29369
DRAWN BY: JRS
CHECKED BY: MEP
SURVEY DATE: 8.14.19
PLAT DATE: 8.30.19

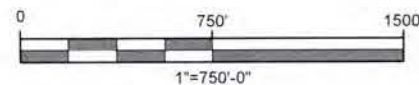
SHEET TITLE:
SITE SURVEY
 THIS DOES NOT REPRESENT A
 BOUNDARY SURVEY OF THE
 PARENT PARCEL

SHEET NUMBER: (8 pages)
B-1.7



NOTES:

- OVERALL SITE PLANS WERE CREATED USING EXISTING CONSTRUCTION DRAWINGS.



500' RADIUS AND ABUTTERS MAP
11"x17" SCALE: 1"=750'-0"

GENERAL NOTES:

- ALL INFORMATION SHOWN HERON WAS OBTAINED FROM THE INFORMATION DESCRIBED AND RECORDED FROM DEED BOOKS IN THE COUNTY CLERK'S OFFICE, BREATHITT COUNTY, KENTUCKY ON 03/26/20 AND RE-VERIFIED ON 04/06/20. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES.
- THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY
- NOT FOR RECORDING OR PROPERTY TRANSFER

A1	PARCEL ID: 155-00-00-056.00 KENTUCKY RIVER PROPERTIES LLC PO BOX 269 HAZARD, KY 41702	Q1	PARCEL ID: 169-00-00-012.00 SPENCER, SYLVANIA 6518 HWY 476 CLAYHOLE, KY 41317
B1	PARCEL ID: 155-00-00-058.00 KENTUCKY RIVER PROPERTIES LLC PO BOX 269 HAZARD, KY 41702	R1	PARCEL ID: 155-00-00-049.00 DAVIS, RUSSEL K; STEPP, SANDRA PO BOX 600 MORGANTON, GA 30560
C1	PARCEL ID: 155-00-00-059.00 NOBLE, CICERO 99 SNOWDEN BR ROAD JACKSON, KY 41339	S1	PARCEL ID: 155-00-00-048.00 MEADOWS, MARVIN & EDITH 4480 HWY 476 CLAYHOLE, KY 41317
D1	PARCEL ID: 155-00-00-057.00 KENCO ENERGIES INC 1101-A DORBYTOWN ROAD NASHVILLE TE, TN 37207	T1	PARCEL ID: 155-00-00-047.00 DAVIS CEMETERY CLAYHOLE, KY 41317
E1	PARCEL ID: 155-00-00-056.01 ROBERTS, FRED & ELIZA 106 SPRING FORK CLAYHOLE, KY 41317	U1	PARCEL ID: 155-00-00-046.00 COMBS, J GORDON; R FRED COMBS 601 HWY 476 LOST CREEK, KY 41348
F1	PARCEL ID: 155-00-00-053.01 COMBS, FEBUARY 228 E DOROTHY LANE KETTERING, OH 45419	V1	PARCEL ID: 155-00-00-040.00 JONES, STEPHEN 8 ROSEBUD AVE ERLANGER, KY 41018
G1	PARCEL ID: 155-00-00-061.00 NOBLE, KENNY WALTON, KY 41094	W1	PARCEL ID: 155-00-00-039.00 GUSEMAN, JONATHAN & KELLY 4253 HWY 476 CLAYHOLE, KY 41317
H1	PARCEL ID: 155-00-00-062.00 KENCO ENERGIES INC 1101-A DORBYTOWN ROAD NASHVILLE TE, TN 37207	X1	PARCEL ID: 155-00-00-037.00 NOBLE, EARNEST; LOREAN SOUTHWOOD 1969 HWY 476 LOST CREEK, KY 41348
I1	PARCEL ID: 155-00-00-069.00 FORTNEY, THELMA PO BOX 113 FISTY, KY 41743	Y1	PARCEL ID: 155-00-00-034.00 HARDIN CEMETERY C/O STEVE HARDIN CLAYHOLE, KY 41317
J1	PARCEL ID: 155-00-00-068.00 FORTNEY, THELMA PO BOX 113 FISTY, KY 41743	Z1	PARCEL ID: 155-00-00-031.00 NAPIER, PEARLIE 3979 HWY 476 CLAYHOLE, KY 41317
K1	PARCEL ID: 155-00-00-024.00 HUDSON CLARINDA 4021 ROYSTER ROAD LEXINGTON, KY 40516	A2	PARCEL ID: 155-00-00-030.00 MOLANDS, LAWRENCE 3923 HWY 476 CLAYHOLE, KY 41317
L1	PARCEL ID: 169-00-00-022.01 SOUTHWOOD, REBECCA SUE 1546 BARGE CREEK RD CLAYHOLE, KY 41317	B2	PARCEL ID: 155-00-00-027.00 HONAKER, VIRGIL PO BOX 391 LOST CREEK, KY 41348
M1	PARCEL ID: 169-00-00-021.00 HUDSON DEBBIE 1302 SPRING STREET YORKVILLE, IL 60560	C2	PARCEL ID: 155-00-00-024.00 HUDSON CLARINDA 4021 ROYSTER ROAD LEXINGTON, KY 40516
N1	PARCEL ID: 169-00-00-016.00 HARVEY, WAYNE 6750 HWY 476 CLAYHOLE, KY 41317	D2	PARCEL ID: 155-00-00-022.00 NAPIER, DEAN 3843 HWY 476 CLAYHOLE, KY 41317
O1	PARCEL ID: 169-00-00-014.00 HARVEY, WAYNE 6750 HWY 476 CLAYHOLE, KY 41317		
P1	PARCEL ID: 169-00-00-013.01 ROBERTS, ERNIE 6641 HWY 476 CLAYHOLE, KY 41317		

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



04/06/2020
RAPHAEL MOHAMED, P.E.
KENTUCKY LIC. NO. 24429

SUBMITTALS

DATE	DESCRIPTION	REV	ISSUED BY
04/06/2020	CONSTRUCTION	0	RM

DRAWN BY: CTS
CHECKED BY: CZB
APPVD BY: RM
MNS PROJECT NO: 21379

THE INFORMATION CONTAINED IN THESE DOCUMENTS IS PROPRIETARY BY NATURE. REPRODUCTION OR CAUSING TO BE REPRODUCED THE WHOLE OR ANY PART OF THESE DRAWINGS WITHOUT THE PERMISSION OF MASTEC NETWORK SOLUTIONS IS PROHIBITED.

PREPARED FOR:

PREPARED BY:

507 AIRPORT BLVD, SUITE 111
MORRISVILLE, NC 27560

SITE ID:
CLAYHOLE

SITE NAME:
CLAYHOLE

SITE ADDRESS:
**705 BARGE CREEK ROAD
JACKSON, KY 41317**

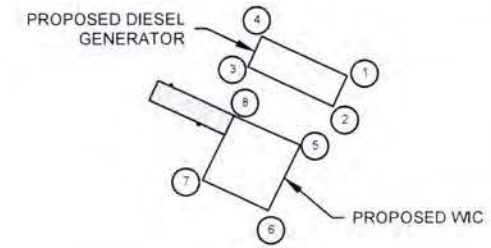
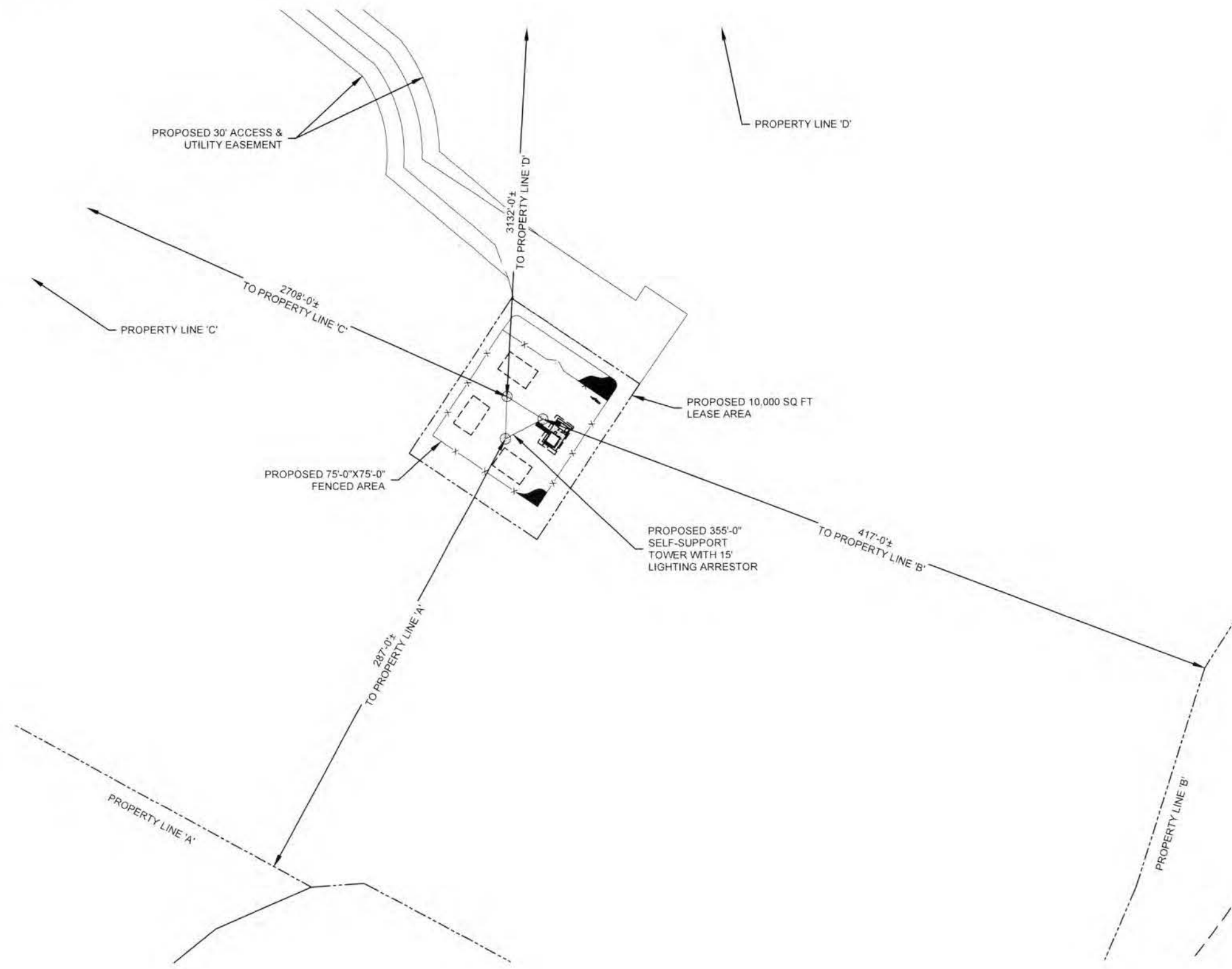
FA LOCATION:
13800698

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

SHEET NUMBER
M-1

NOTES:

- TOTAL AREA TO BE DISTURBED WILL BE 35,000 SQFT OR LESS.



PROPERTY LINE	EQUIPMENT	DISTANCE
B	1	400'±
A	2	307'±
D	3	2985'±
C	4	3150'±
B	5	404'±
A	6	297'±
D	7	2681'±
C	8	3156'±

EQUIPMENT ENLARGMENT
NOT TO SCALE



04/06/2020
 RAPHAEL MOHAMED, P.E.
 KENTUCKY LIC. NO. 24429

SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY
04/06/2020	CONSTRUCTION	0	RM

DRAWN BY: CTS
 CHECKED BY: CZB
 APPVD BY: RM
 MNS PROJECT NO: 21379

THE INFORMATION CONTAINED IN THESE DOCUMENTS IS PROPRIETARY BY NATURE. REPRODUCTION OR CAUSING TO BE REPRODUCED THE WHOLE OR ANY PART OF THESE DRAWINGS WITHOUT THE PERMISSION OF MASTEC NETWORK SOLUTIONS IS PROHIBITED.



PREPARED BY:

507 AIRPORT BLVD, SUITE 111
 MORRISVILLE, NC 27560

SITE ID:
CLAYHOLE

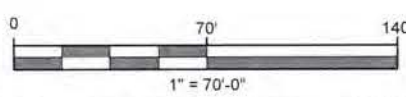
SITE NAME:
CLAYHOLE

SITE ADDRESS:
**705 BARGE CREEK ROAD
 JACKSON, KY 41317**

FA LOCATION:
13800698

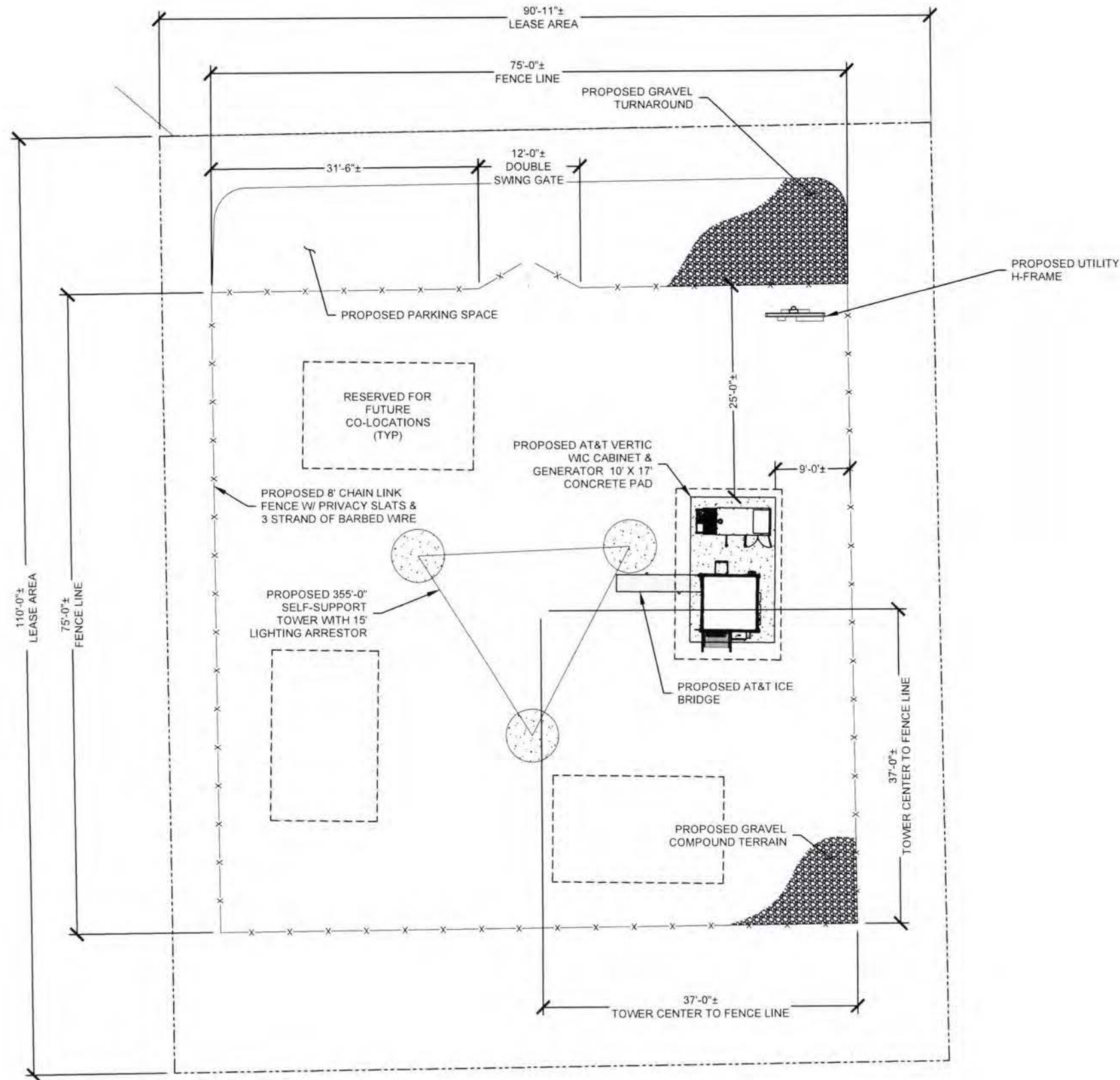
SHEET TITLE
OVERALL SITE LAYOUT

SHEET NUMBER
C-1

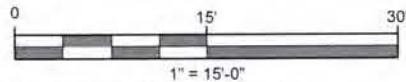


OVERALL SITE LAYOUT
 11"x17" SCALE: 1" = 70'-0"





COMPOUND LAYOUT
11"x17" SCALE: 1" = 15'-0"



04/06/2020

RAPHAEL MOHAMED, P.E.
KENTUCKY LIC. NO. 24429

SUBMITTALS

DATE	DESCRIPTION	REV	ISSUED BY
04/06/2020	CONSTRUCTION	0	RM

DRAWN BY: CTS
CHECKED BY: CZB
APPVD BY: RM
MNS PROJECT NO: 21379

THE INFORMATION CONTAINED IN THESE DOCUMENTS IS PROPRIETARY BY NATURE. REPRODUCTION OR CAUSING TO BE REPRODUCED THE WHOLE OR ANY PART OF THESE DRAWINGS WITHOUT THE PERMISSION OF MASTEC NETWORK SOLUTIONS IS PROHIBITED.

PREPARED FOR:



PREPARED BY:



SITE ID:

CLAYHOLE

SITE NAME:

CLAYHOLE

SITE ADDRESS:

**705 BARGE CREEK ROAD
JACKSON, KY 41317**

FA LOCATION:

13800698

SHEET TITLE

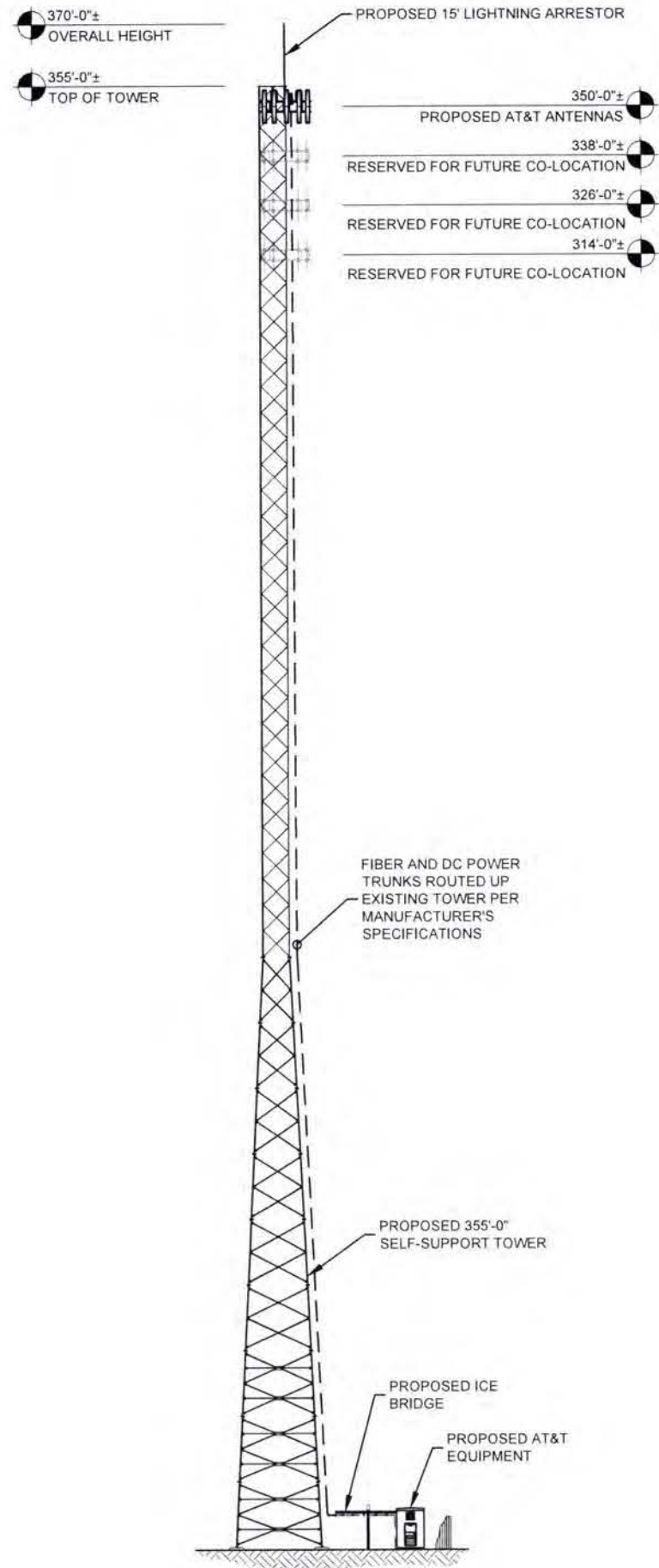
COMPOUND LAYOUT

SHEET NUMBER

C-2

TOWER NOTES:

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



TOWER ELEVATION
11"x17" SCALE: 1" = 40'-0"



04/06/2020
RAPHAEL MOHAMED, P.E.
KENTUCKY LIC. NO. 24429

SUBMITTALS

DATE	DESCRIPTION	REV	ISSUED BY
04/06/2020	CONSTRUCTION	0	RM

DRAWN BY: CTS
CHECKED BY: CZB
APPVD BY: RM
MNS PROJECT NO: 21379

THE INFORMATION CONTAINED IN THESE DOCUMENTS IS PROPRIETARY BY NATURE. REPRODUCTION OR CAUSING TO BE REPRODUCED THE WHOLE OR ANY PART OF THESE DRAWINGS WITHOUT THE PERMISSION OF MASTEC NETWORK SOLUTIONS IS PROHIBITED.



SITE ID:
CLAYHOLE

SITE NAME:
CLAYHOLE

SITE ADDRESS:
**705 BARGE CREEK ROAD
JACKSON, KY 41317**

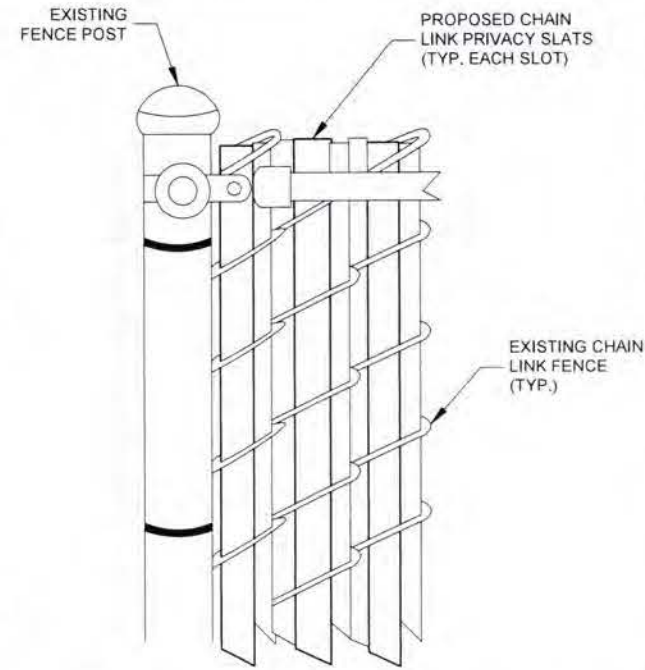
FA LOCATION:
13800698

SHEET TITLE
TOWER ELEVATION

SHEET NUMBER
C-3

CALLOUTS:

- 1 3" O.D. GALVANIZED STEEL SCHEDULE 40 CORNER POSTS (PER ASTM-F1083).
- 2 2-1/2" NOMINAL GALVANIZED STEEL, SCHEDULE 40 INTERMEDIARY LINE POSTS (PER ASTM-F1083). LINE POSTS SHALL BE EQUALLY SPACED AT MAXIMUM 10' O.C.
- 3 1-5/8" O.D. ROUND TOP RAIL & BRACE PIPE RAIL (PER ASTM-F1083).
- 4 9 GAUGE FABRIC CORE WIRE WITH 2" MESH (TO CONFORM TO ASTM-A392).
- 5 9 GAUGE ALUMINUM TIE WIRE. PROVIDE HOG RING FABRIC TIES SPACED 12" O.C. FOR POSTS AND GATES AND 24" O.C. FOR RAILS AND WIRE.
- 6 9 GAUGE ALUMINUM TENSION WIRE.
- 7 3 STRANDS 14 GAUGE BARBED WIRE WITH 4 POINT BARBS. SPACE BARBS APPROXIMATELY 5" O.C.
- 8 3/16"x3/4" STRETCHER BAR; TO EXTEND FULL HEIGHT OF FENCE.
- 9 3/8" DIAGONAL ROD WITH GALVANIZED STEEL TURNBUCKLE OR DIAGONAL THREADED ROD.
- 10 1-5/8" DIAMETER CORNER POST BRACE.
- 11 MAINTAIN A 1" MAXIMUM CLEARANCE FROM FINISHED GRADE.
- 12 PROVIDE CROWNED/PITCHED FINISH FOR FENCE POST PIER FOUNDATIONS; TO EXTEND 1" ABOVE GRADE.
- 13 6" CRUSHED STONE (TYP.).
- 14 FINISHED GRADE SHALL BE UNIFORM AND LEVEL.
- 15 4" O.D. GALVANIZED STEEL SCHEDULE 40 GATE POSTS (PER ASTM-F1083).
- 16 1-1/2" NOMINAL PIPE FOR GATE FRAME BRACE RAIL (PER ASTM F-1083).
- 17 DUCK BILL OPEN GATE HOLDER. CONTRACTOR TO VERIFY EXACT LOCATION PRIOR TO INSTALLATION.
- 18 MULTI-TENTANT LOCKING DEVICE.
- 19 PROPOSED GEOTEXTILE FABRIC.
- 20 CONCRETE PIER FOUNDATION; TO ACHIEVE A MINIMUM STRENGTH OF 3000 PSI AT 28 DAYS. CONCRETE DEPTH TO BE A MINIMUM OF 6" BELOW FROST LINE (48" MINIMUM, TYP.).
- 21 12"x24" SITE INFORMATION SIGN.
- 22 12"x24" NO TRESPASSING SIGN.
- 23 12"x24" RF CAUTION SIGN.



NOTES:

1. CONTRACTOR TO DETERMINE CORRECT SIZE OF PRIVACY SLATS TO BE USED IN FIELD.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. DO NOT SCALE DRAWING.

CHAIN LINK PRIVACY SLATS

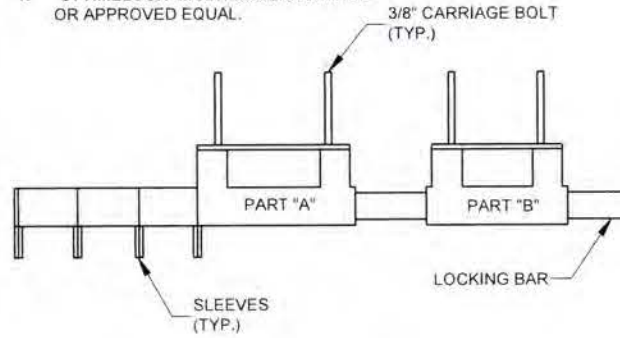
SCALE: N.T.S.

MULTILOCK INSTALLATION:

1. DRILL 3/8" HOLES IN THE GATE LEAF USING THE GATE DIMENSIONS PROVIDED.
2. SLIDE THE CARRIAGE BOLTS IN THE SLOTS ON THE BACK OF PART "B" AND PUSH THE BOLTS THROUGH THE HOLES DRILLED IN THE GATE FIGURE. PUT THE NUT AND THE LOCKNUT ON AND TIGHTEN AND CUT THE EXCESS BOLT OFF. DO THE SAME WITH PART "A".
3. ADD THE NUMBER OF SLEEVES NEEDED FOR THE NUMBER OF LOCKS AND SLIDE THE LOCKING BAR INTO PLACE THROUGH BOTH PART "A" AND PART "B". NOW INSTALL THE LOCKS.
4. IF THE GATE HAS NO CENTER BAR IN THE GATE LEAF YOU MAY NEED TO MOUNT THE STYMILOCK VERTICALLY USING THE SAME DIMENSIONS GIVEN ON THE GATE FACE.
5. VERTICAL APPLICATION MAY ALSO BE USED ON SLIDING GATES WITH MULTIPLE LOCKS.

GATE LOCK ASSEMBLY:

1. "STYMILOCK" MULTILOCKING DEVICE OR APPROVED EQUAL.

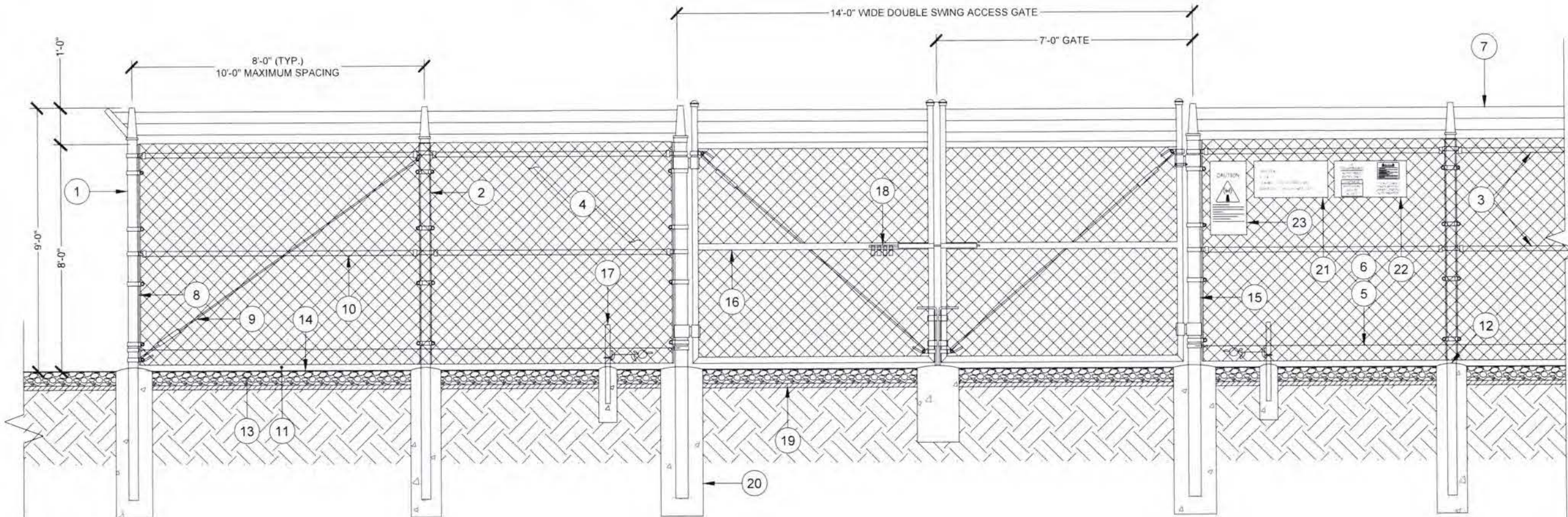


GATE LOCK ASSEMBLY DETAIL

SCALE: N.T.S.

NOTES:

1. ALL FENCING TO BE INSTALLED PER ASTM F-567. ALL SWING GATES TO BE INSTALLED PER ASTM F-900.
2. BARBED WIRE PERMIT REQUIRED SHALL BE COMPLETED IF LOCAL ORDINANCE REQUIRES.
3. POST & GATE PIPE SIZES ARE INDUSTRY STANDARDS. ALL PIPE TO BE GALVANIZED (HOT DIP, ASTM A120 GRADE "A" STEEL). ALL GATE FRAMES SHALL BE WELDED. ALL WELDINGS SHALL BE COATED WITH (3) COATS OF GOLD GALV. (OR EQUAL). ALL OPEN POSTS SHALL HAVE END-CAPS.
4. ALL SIGNS MUST BE MOUNTED ON INSIDE OF FENCE FABRIC USING GALVANIZED HOG-RING WIRE.
5. MUSHROOM ANCHOR AND PLUNGER REQUIRED FOR GATE. GENERAL CONTRACTOR RESPONSIBLE FOR GATE LOCK.



FENCING DETAIL

SCALE: N.T.S.



04/06/2020

RAPHAEL MOHAMED, P.E.
KENTUCKY LIC. NO. 24429

SUBMITTALS

DATE	DESCRIPTION	REV	ISSUED BY
04/06/2020	CONSTRUCTION	0	RM

DRAWN BY:	CTS
CHECKED BY:	CZB
APPVD BY:	RM
MNS PROJECT NO:	21379

THE INFORMATION CONTAINED IN THESE DOCUMENTS IS PROPRIETARY BY NATURE. REPRODUCTION OR CAUSING TO BE REPRODUCED THE WHOLE OR ANY PART OF THESE DRAWINGS WITHOUT THE PERMISSION OF MASTEC NETWORK SOLUTIONS IS PROHIBITED.

PREPARED FOR:



PREPARED BY:



SITE ID:

CLAYHOLE

SITE NAME:

CLAYHOLE

SITE ADDRESS:

**705 BARGE CREEK ROAD
JACKSON, KY 41317**

FA LOCATION:

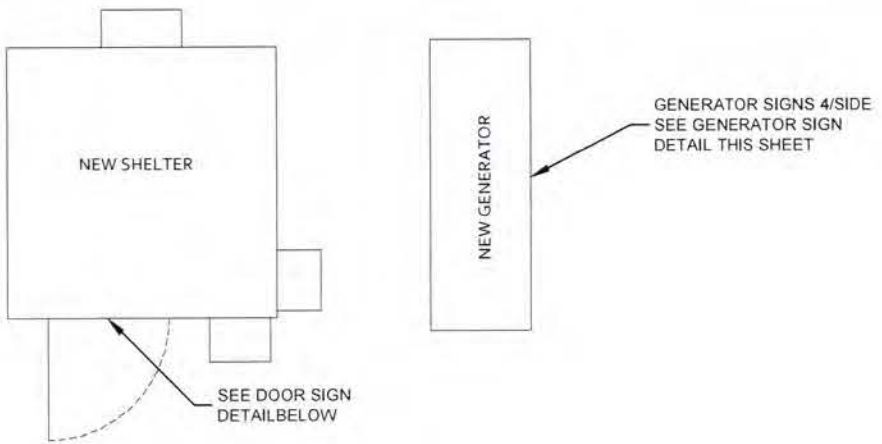
13800698

SHEET TITLE

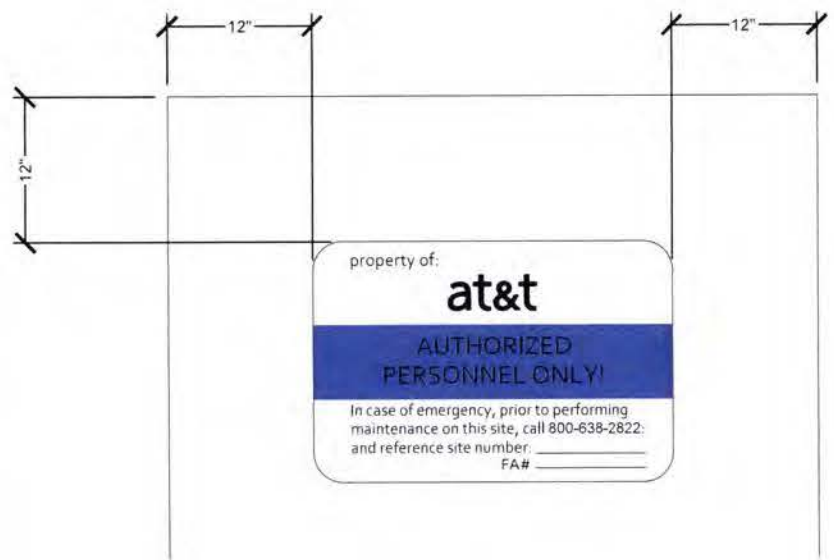
FENCE DETAILS

SHEET NUMBER

C-4



SIGN LOCATIONS



DOOR SIGN DETAIL
SCALE: NTS

THE CUSTODIAN OF THIS STATION LICENSE IS:
 AT&T
 ATTN: FCC GROUP
 3300 E. RENNER ROAD, B3132
 RICHARDSON, TEXAS 75082
 1-855-699-7073
 FCCMW@att.com

FCC CUSTODIAL LICENSE SIGN
3"x6.5" SCALE: NTS

DANGER
 NO
 TRESPASSING

DANGER SIGN
10"x14" SCALE: NTS

DIESEL FUEL
 COMBUSTIBLE
 NO SMOKING
 NO OPEN FLAMES
 FUEL TANK CAPACITY GAL.S.

FUEL TANK SIGN
12"x15" SCALE: NTS



HAZARD DIAMOND SIGN
15"x15" WITH 6" LETTERS SCALE: NTS

RF CAUTION SIGNS:
 RF CAUTION SIGNS TO BE INSTALLED AS DETERMINED BY SITE RF EXPOSURE SURVEY

NOTICE

 AT&T operates antennas at this site.
 Beyond this point you are entering an area where radio frequency (RF) fields may exceed the FCC General Population Exposure Limits.
 Follow safety guidelines for working in an RF environment.
 This is AT&T site

NOTICE 2 SIGNAGE
11"x17" SCALE: NTS

CAUTION

 AT&T operates antennas at this site.
 Beyond this point you are entering an area where radio frequency (RF) fields may exceed the FCC General Population Exposure Limits.
 Follow safety guidelines for working in an RF environment.
 Contact AT&T at 800-638-2822, option 9 and 3, and follow their instructions prior to performing maintenance or repairs beyond this point.
 This is AT&T site

CAUTION 2 SIGNAGE
11"x17" SCALE: NTS

property of:
at&t
AUTHORIZED PERSONNEL ONLY!
 In case of emergency, prior to performing maintenance on this site, call 800-638-2822 and reference site number: FA# _____

AT&T IDENTIFICATION SIGN
8"x12" SCALE: NTS

AT&T IDENTIFICATION SIGN
8"x12" SCALE: NTS

FOR FUEL & OTHER ENVIRONMENTAL EMERGENCIES CALL EH&S
 1-800-566-9347
 (1-800-KNOW-EHS)

YELLOW EH&S SIGN
SCALE: NTS



04/06/2020
 RAPHAEL MOHAMED, P.E.
 KENTUCKY LIC. NO. 24429

SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY
04/06/2020	CONSTRUCTION	0	RM

DRAWN BY: CTS
 CHECKED BY: CZB
 APPVD BY: RM
 MNS PROJECT NO: 21379

THE INFORMATION CONTAINED IN THESE DOCUMENTS IS PROPRIETARY BY NATURE. REPRODUCTION OR CAUSING TO BE REPRODUCED THE WHOLE OR ANY PART OF THESE DRAWINGS WITHOUT THE PERMISSION OF MASTEC NETWORK SOLUTIONS IS PROHIBITED.



PREPARED BY:
MasTec
 Network Solutions
 507 AIRPORT BLVD, SUITE 111
 MORRISVILLE, NC 27560

SITE ID:
CLAYHOLE

SITE NAME:
CLAYHOLE

SITE ADDRESS:
**705 BARGE CREEK ROAD
 JACKSON, KY 41317**

FA LOCATION:
13800698

SHEET TITLE
SIGN DETAILS

SHEET NUMBER
C-5

GENERATOR SIGN DETAILS
SCALE: NTS

EXHIBIT C
TOWER AND FOUNDATION DESIGN



August 20th, 2020

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

RE: Site Name – Clayhole
Proposed Cell Tower
37 27 19.46 North Latitude, 83 16 24.67 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

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 blue ink, appearing to read "S. Sheehan", is positioned above the typed name.

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



Structural Design Report
355' S3TL Series HD1 Self-Supporting Tower
Site: Clayhole, KY
Site Number: FA #13800698

Prepared for: AT&T
by: Sabre Industries™

Job Number: 467315

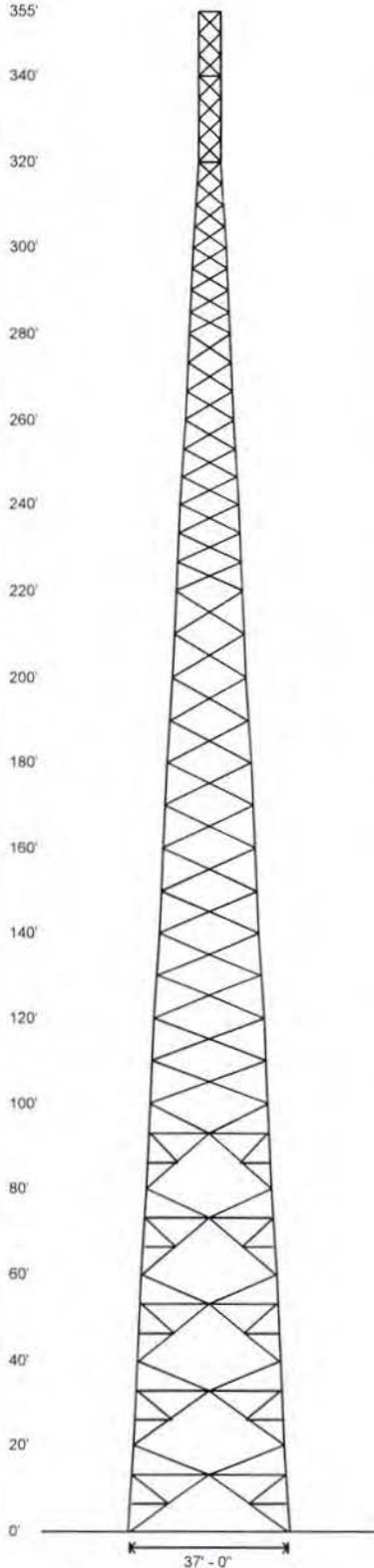
September 15, 2020

Tower Profile.....	1-2
Foundation Design Summary (Option 1).....	3
Foundation Design Summary (Option 2).....	4
Maximum Leg Loads.....	5
Maximum Diagonal Loads.....	6
Maximum Foundation Loads.....	7
Calculations.....	8-26



Digitally Signed By Robert Beacom
DN: c=US, st=Texas, l=Alvarado, o=SABRE INDUSTRIES, INC., cn=Robert Beacom, email=rebeacom@sabreindustries.com Date: 2020.09.15 16:30:28

Legs	A		10.75 OD X .500				8.625 OD X .500		B		C	D	E	F				
Diagonals	G	H	G	H	G	I	G	L	L	3 X 3 X 3/16	J	L 2 X 2 X 3/16	J					
Horizontals	H	K	I	K	I	K	L	L	NONE	NONE	M	NONE	M					
Internals	N	K	O	K	N	K	L	L	NONE	NONE	NONE	NONE	NONE					
Sub-Diagonals	P	K	P	K	P	K	Q	Q	NONE	NONE	NONE	NONE	NONE					
Sub-Horizontals	P	K	P	K	P	K	Q	Q	NONE	NONE	NONE	NONE	NONE					
Brace Bolts	(2) 3/4"																	
Top Face Width	35'	33'	31'	29'	27'	25'	23'	21'	19'	17'	15'	13'	11'	9'	7'	5'		
Panel Count/Height	S	T	S	T	S	T	S	T	12 @ 10'	9 @ 6.6667'	2867	2601	1925	1699	1319	565		
Section Weight	7978	8061	7895	7523	6289	5406	5253	5013	4654	4518	3930	3211	2867	2601	1925	1699	1319	565



Designed Appurtenance Loading

Elev	Description	Tx-Line
360	(1) Extendible Lightning Rod	
350	(1) 278 sq. ft. EPA 8000# (no ice)	(18) 1 5/8"
338	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
326	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
314	(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	B
Topographic Factor Procedure	Method 1 (Simplified)
Topographic Category	1
Ground Elevation	1288 ft

Base Reactions

Total Foundation		Individual Footing	
Shear (kips)	91.83	Shear (kips)	57.3
Axial (kips)	348.37	Compression (kips)	657
Moment (ft-kips)	19555	Uplift (kips)	552
Torsion (ft-kips)	44.64		

Notes

- 1) All legs are A500 (50 ksi Min. Yield).
- 2) All braces are A572 Grade 50.
- 3) All brace bolts are A325-X.
- 4) The tower model is S3TL Series HD1.
- 5) Transmission lines are to be attached to standard 12 hole waveguide ladders with stackable hangers.
- 6) Azimuths are relative (not based on true north).
- 7) Foundation loads shown are maximums.
- 8) All unequal angles are oriented with the short leg vertical.
- 9) Weights shown are estimates. Final weights may vary.
- 10) This tower design and, if applicable, the foundation design(s) shown on the following page(s) also meet or exceed the requirements of the 2015 International Building Code.
- 11) Tower Rating: 99.88%


 <p>Sabre Industries 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone: (712) 254-6690 Fax: (712) 279-0814</p>	<p>Job: 467315</p>
	<p>Customer: AT&T</p>
<p>Site Name: Clayhole, KY FA #13800698</p>	<p>Description: 355' S3TL</p>
<p>Date: 2020.09.15</p>	<p>By: DJH</p>

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

Material List

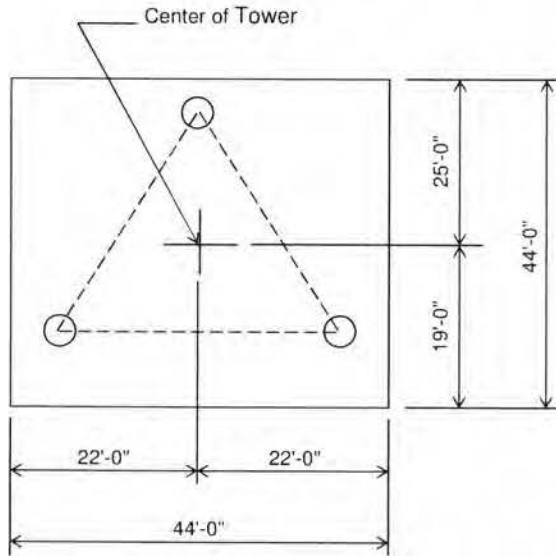
Display	Value
A	12.75 OD X .375
B	8.625 OD X .322
C	5.563 OD X .375
D	4.500 OD X .337
E	3.500 OD X .300
F	2.375 OD X .154
G	L 5 X 3 1/2 X 1/4 (SLV)
H	L 4 X 4 X 5/16
I	L 4 X 4 X 1/4
J	L 2 X 2 X 1/8

Display	Value
K	NONE
L	L 3 X 3 X 1/4
M	L 2 X 2 X 3/16
N	L 3 1/2 X 3 1/2 X 1/4
O	L 6 X 4 X 3/8
P	L 3 X 3 X 3/16
Q	L 2 1/2 X 2 1/2 X 3/16
R	L 2 1/2 X 2 1/2 X 1/4
S	1 @ 13.333'
T	1 @ 6.667'

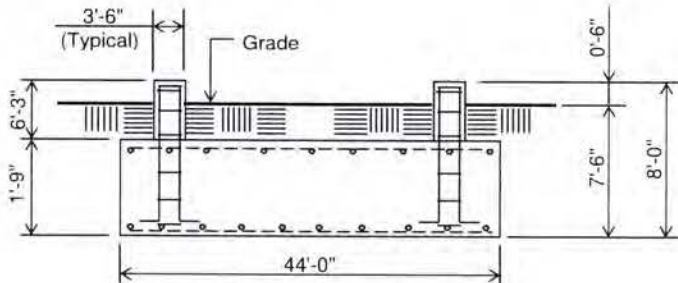
 <p>Sabre Industries INNOVATION DELIVERED</p>	<p>Sabre Industries 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone: (712) 258-6690 Fax: (712) 279-0614</p>	<p>Job: 467315</p>
	<p>Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.</p>	<p>Customer: AT&T Site Name: Clayhole, KY FA #13800698 Description: 355' S3TL Date: 2020.09.15 By: DJH</p>

Customer: AT&T
Site: Clayhole, KY FA #13800698
355 ft. Model S3TL Series HD1 Self Supporting Tower

PRELIMINARY -NOT FOR CONSTRUCTION-



PLAN VIEW



ELEVATION VIEW

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

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

Notes:

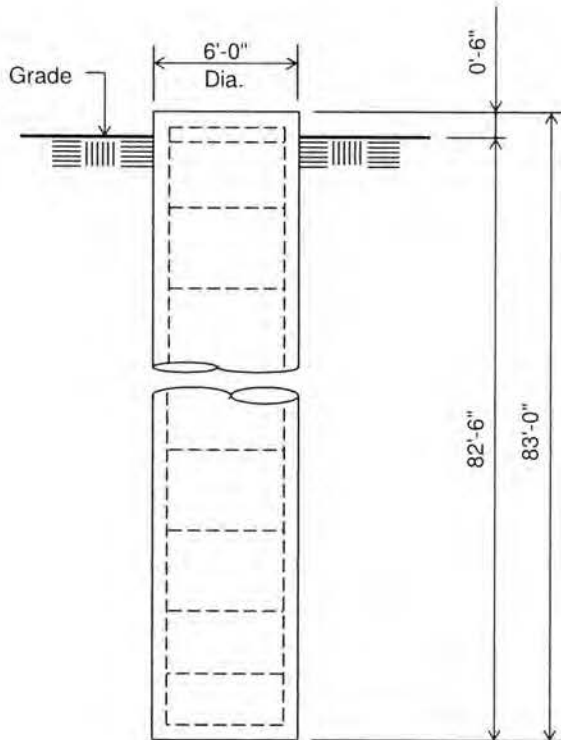
- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-14.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-H-2017. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
- 6) 5.75' of soil cover is required over the entire area of the foundation slab.
- 7) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

Rebar Schedule per Mat and per Pier	
Pier	(20) #9 vertical rebar w/ hooks at bottom w/ #4 rebar ties, two (2) within top 5" of pier then 4" C/C
Mat	(68) #8 horizontal rebar evenly spaced each way top and bottom. (272 total)
Anchor Bolts per Leg	
(6) 1.75" dia. x 87" F1554-105 on a 18" B.C. w/ 10.5" max. projection above concrete.	

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

Customer: AT&T
Site: CLayhole, KY FA #13800698
355 ft. Model S3TL Series HD1 Self Supporting Tower

PRELIMINARY -NOT FOR CONSTRUCTION-



Notes:

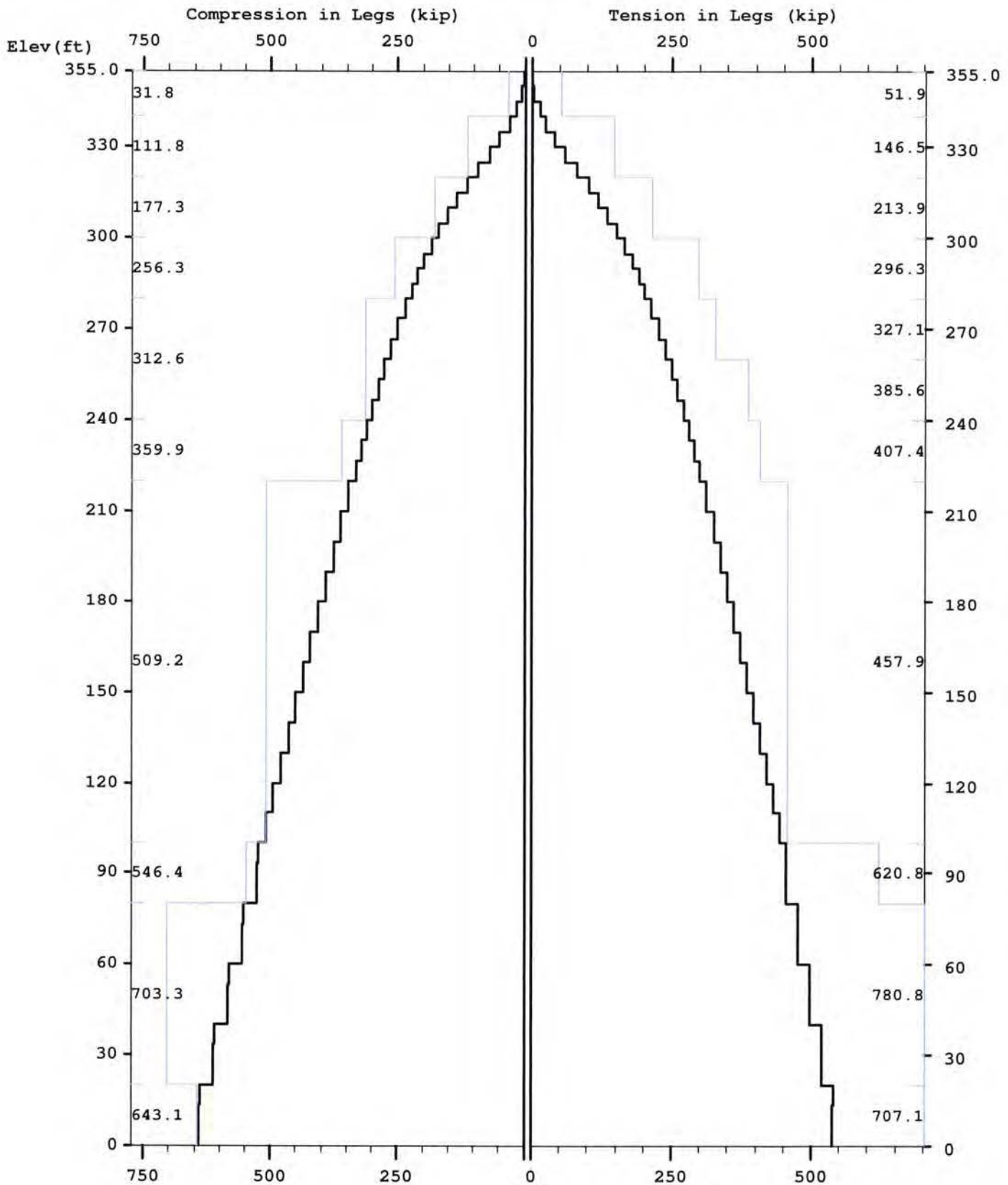
- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-14.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-H-2017. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
- 6) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

ELEVATION VIEW
(86.9 cu. yds.)
(3 REQUIRED; NOT TO SCALE)

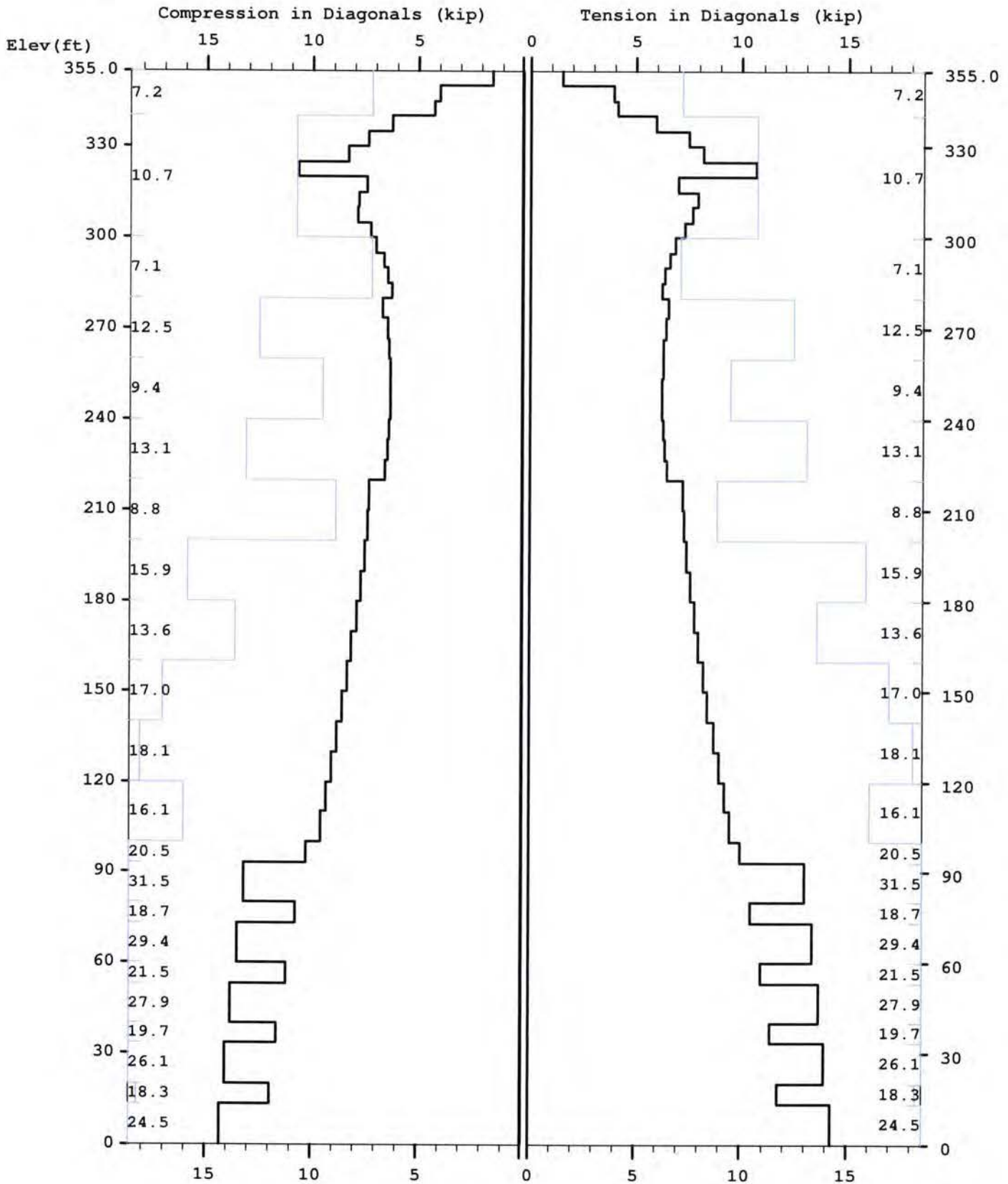
Rebar Schedule per Pier	
Pier	(18) #10 vertical rebar w/ #4 ties, two (2) within top 5" of pier then 12" C/C
Anchor Bolts per Leg	
	(6) 1.75" dia. x 87" F1554-105 on a 18" B.C. w/ 10.5" max. projection above concrete.

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

Maximum

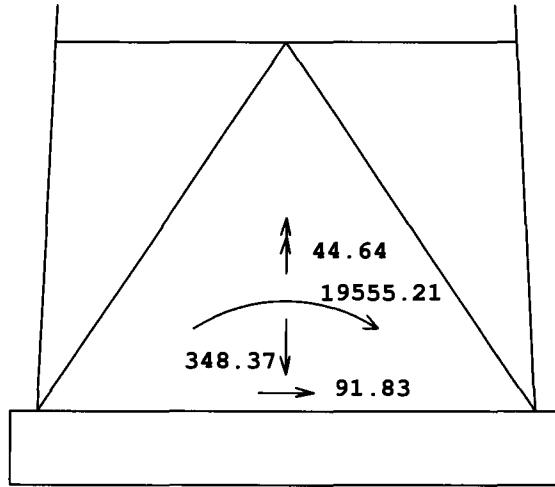


Maximum

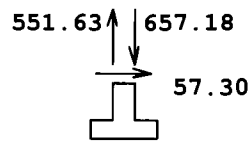
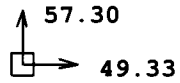


Maximum

TOTAL FOUNDATION LOADS (kip, ft-kip)



INDIVIDUAL FOOTING LOADS (kip)



MAST GEOMETRY (ft)

PANEL TYPE	NO.OF LEGS	ELEV.AT BOTTOM	ELEV.AT TOP	F.W..AT BOTTOM	F.W..AT TOP	TYPICAL PANEL HEIGHT
X	3	350.00	355.00	5.00	5.00	5.00
X	3	340.00	350.00	5.00	5.00	5.00
X	3	335.00	340.00	5.00	5.00	5.00
X	3	320.00	335.00	5.00	5.00	5.00
X	3	315.00	320.00	5.50	5.00	5.00
X	3	300.00	315.00	7.00	5.50	5.00
X	3	280.00	300.00	9.00	7.00	5.00
X	3	260.00	280.00	11.00	9.00	6.67
X	3	240.00	260.00	13.00	11.00	6.67
X	3	220.00	240.00	15.00	13.00	6.67
X	3	200.00	220.00	17.00	15.00	10.00
X	3	180.00	200.00	19.00	17.00	10.00
X	3	160.00	180.00	21.00	19.00	10.00
X	3	140.00	160.00	23.00	21.00	10.00
X	3	120.00	140.00	25.00	23.00	10.00
X	3	100.00	120.00	27.00	25.00	10.00
V	3	93.33	100.00	27.67	27.00	6.67
A	3	80.00	93.33	29.00	27.67	13.33
V	3	73.33	80.00	29.67	29.00	6.67
A	3	60.00	73.33	31.00	29.67	13.33
V	3	53.33	60.00	31.67	31.00	6.67
A	3	40.00	53.33	33.00	31.67	13.33
V	3	33.33	40.00	33.67	33.00	6.67
A	3	20.00	33.33	35.00	33.67	13.33
V	3	13.33	20.00	35.67	35.00	6.67
A	3	0.00	13.33	37.00	35.67	13.33

MEMBER PROPERTIES

MEMBER TYPE	BOTTOM ELEV ft	TOP ELEV ft	X-SECTN AREA in.sq	RADIUS OF GYRAT in	ELASTIC MODULUS ksi	THERMAL EXPANSN /deg
LE	340.00	355.00	1.075	0.787	29000.	0.0000117
LE	320.00	340.00	3.016	0.787	29000.	0.0000117
LE	300.00	320.00	4.407	0.787	29000.	0.0000117
LE	280.00	300.00	6.111	0.787	29000.	0.0000117
LE	240.00	280.00	7.952	0.787	29000.	0.0000117
LE	220.00	240.00	8.399	0.787	29000.	0.0000117
LE	80.00	220.00	12.763	0.787	29000.	0.0000117
LE	20.00	80.00	16.101	0.787	29000.	0.0000117
LE	0.00	20.00	14.579	0.787	29000.	0.0000117
DI	340.00	355.00	0.484	0.626	29000.	0.0000117
DI	300.00	340.00	0.715	0.626	29000.	0.0000117
DI	280.00	300.00	0.484	0.626	29000.	0.0000117
DI	240.00	280.00	0.902	0.626	29000.	0.0000117
DI	200.00	240.00	1.090	0.626	29000.	0.0000117
DI	160.00	200.00	1.688	0.626	29000.	0.0000117
DI	93.33	160.00	1.938	0.626	29000.	0.0000117
DI	80.00	93.33	2.062	0.626	29000.	0.0000117
DI	73.33	80.00	1.938	0.626	29000.	0.0000117
DI	60.00	73.33	2.062	0.626	29000.	0.0000117
DI	53.33	60.00	2.402	0.626	29000.	0.0000117
DI	40.00	53.33	2.062	0.626	29000.	0.0000117
DI	33.33	40.00	2.402	0.626	29000.	0.0000117
DI	20.00	33.33	2.062	0.626	29000.	0.0000117
DI	13.33	20.00	2.402	0.626	29000.	0.0000117
DI	0.00	13.33	2.062	0.626	29000.	0.0000117
HO	350.00	355.00	0.484	0.626	29000.	0.0000117
HO	335.00	340.00	0.715	0.626	29000.	0.0000117
HO	315.00	320.00	0.715	0.626	29000.	0.0000117
HO	80.00	93.33	1.438	0.626	29000.	0.0000117
HO	60.00	73.33	1.938	0.626	29000.	0.0000117
HO	40.00	53.33	1.938	0.626	29000.	0.0000117
HO	20.00	33.33	1.938	0.626	29000.	0.0000117
HO	0.00	13.33	2.402	0.626	29000.	0.0000117
BR	80.00	93.33	1.438	0.000	29000.	0.0000117
BR	60.00	73.33	1.438	0.000	29000.	0.0000117
BR	40.00	53.33	1.688	0.000	29000.	0.0000117
BR	20.00	33.33	3.609	0.000	29000.	0.0000117
BR	0.00	13.33	1.688	0.000	29000.	0.0000117

FACTORED MEMBER RESISTANCES

BOTTOM TOP LEGS DIAGONALS HORIZONTALS INT BRACING

ELEV ft	ELEV ft	COMP kip	TENS kip	COMP kip	TENS kip	COMP kip	TENS kip	COMP kip	TENS kip
350.0	355.0	31.84	51.90	7.16	7.16	7.16	7.16	0.00	0.00
340.0	350.0	31.84	51.90	7.16	7.16	0.00	0.00	0.00	0.00
335.0	340.0	111.82	146.47	10.74	10.74	10.72	10.72	0.00	0.00
320.0	335.0	111.82	146.47	10.74	10.74	0.00	0.00	0.00	0.00
315.0	320.0	177.29	213.88	10.74	10.74	10.72	10.72	0.00	0.00
300.0	315.0	177.29	213.88	10.74	10.74	0.00	0.00	0.00	0.00
280.0	300.0	256.32	296.33	7.13	7.13	0.00	0.00	0.00	0.00
260.0	280.0	312.59	327.10	12.47	12.47	0.00	0.00	0.00	0.00
240.0	260.0	312.59	385.58	9.45	9.45	0.00	0.00	0.00	0.00
220.0	240.0	359.86	407.40	13.10	13.10	0.00	0.00	0.00	0.00
200.0	220.0	509.22	457.90	8.84	8.84	0.00	0.00	0.00	0.00
180.0	200.0	509.22	457.90	15.88	15.88	0.00	0.00	0.00	0.00
160.0	180.0	509.22	457.90	13.59	13.59	0.00	0.00	0.00	0.00
140.0	160.0	509.22	457.90	17.02	17.02	0.00	0.00	0.00	0.00
120.0	140.0	509.22	457.90	18.13	18.13	0.00	0.00	0.00	0.00
100.0	120.0	509.22	457.90	16.06	16.06	0.00	0.00	0.00	0.00
93.3	100.0	546.43	620.80	20.48	20.48	0.00	0.00	0.00	0.00
80.0	93.3	546.43	620.80	31.46	31.46	9.52	9.52	9.39	9.39
73.3	80.0	703.28	780.85	18.66	18.66	0.00	0.00	0.00	0.00
60.0	73.3	703.28	780.85	29.38	29.38	17.72	17.72	8.35	8.35
53.3	60.0	703.28	780.85	21.51	21.51	0.00	0.00	0.00	0.00
40.0	53.3	703.28	780.85	27.91	27.91	15.93	15.93	11.41	11.41
33.3	40.0	703.28	780.85	19.72	19.72	0.00	0.00	0.00	0.00
20.0	33.3	703.28	780.85	26.07	26.07	14.43	14.43	31.37	31.37
13.3	20.0	643.10	707.13	18.25	18.25	0.00	0.00	0.00	0.00
0.0	13.3	643.10	707.13	24.54	24.54	18.02	18.02	9.36	9.36

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

LOADING CONDITION A

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

MAST LOADING

LOAD TYPE	ELEV ft	APPLY..LOAD..AT		LOAD AZIFORCES.....	MOMENTS.....	
		RADIUS ft	AZI		HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	360.0	0.00	0.0	0.0	0.17	0.15	0.00	0.00
C	350.0	0.00	0.0	0.0	7.65	7.20	0.00	0.00
C	338.0	0.00	0.0	0.0	5.70	4.80	0.00	0.00
C	326.0	0.00	0.0	0.0	5.64	4.80	0.00	0.00
C	314.0	0.00	0.0	0.0	5.58	4.80	0.00	0.00
D	355.0	0.00	180.0	0.0	0.05	0.04	0.00	0.00
D	350.0	0.00	180.0	0.0	0.05	0.04	0.00	0.00
D	350.0	0.00	42.0	0.0	0.10	0.06	0.06	0.08
D	340.0	0.00	42.0	0.0	0.10	0.06	0.06	0.08
D	340.0	0.00	63.7	0.0	0.12	0.12	0.06	0.08
D	335.0	0.00	63.7	0.0	0.12	0.12	0.06	0.08
D	335.0	0.00	76.5	0.0	0.13	0.12	0.06	0.09
D	325.0	0.00	80.5	0.0	0.13	0.12	0.06	0.08
D	325.0	0.00	102.0	0.0	0.15	0.15	0.05	0.05
D	320.0	0.00	102.0	0.0	0.15	0.15	0.05	0.05
D	320.0	0.00	100.2	0.0	0.16	0.17	0.05	0.05
D	315.0	0.00	100.2	0.0	0.16	0.17	0.05	0.05
D	315.0	0.00	101.7	0.0	0.16	0.18	0.01	0.04
D	300.0	0.00	180.0	0.0	0.16	0.19	0.00	0.04
D	300.0	0.00	180.0	0.0	0.17	0.20	0.00	0.04
D	280.0	0.00	180.0	0.0	0.17	0.21	0.00	0.04
D	280.0	0.00	180.0	0.0	0.17	0.24	0.00	0.04
D	260.0	0.00	180.0	0.0	0.18	0.25	0.00	0.04
D	260.0	0.00	180.0	0.0	0.17	0.25	0.00	0.04
D	240.0	0.00	180.0	0.0	0.18	0.25	0.00	0.04
D	240.0	0.00	180.0	0.0	0.19	0.27	0.00	0.04
D	220.0	0.00	180.0	0.0	0.20	0.27	0.00	0.04
D	220.0	0.00	180.0	0.0	0.18	0.31	0.00	0.04
D	200.0	0.00	180.0	0.0	0.18	0.31	0.00	0.04
D	200.0	0.00	180.0	0.0	0.19	0.35	0.00	0.04
D	170.0	0.00	180.0	0.0	0.19	0.35	0.00	0.03
D	170.0	0.00	180.0	0.0	0.19	0.36	0.00	0.03
D	140.0	0.00	180.0	0.0	0.20	0.38	0.00	0.03
D	140.0	0.00	180.0	0.0	0.19	0.38	0.00	0.03
D	100.0	0.00	180.0	0.0	0.19	0.40	0.00	0.03
D	100.0	0.00	180.0	0.0	0.17	0.37	0.00	0.03
D	93.3	0.00	180.0	0.0	0.17	0.37	0.00	0.03
D	93.3	0.00	180.0	0.0	0.20	0.44	0.00	0.03
D	80.0	0.00	180.0	0.0	0.20	0.44	0.00	0.03
D	80.0	0.00	180.0	0.0	0.17	0.42	0.00	0.03
D	73.3	0.00	180.0	0.0	0.17	0.42	0.00	0.03
D	73.3	0.00	180.0	0.0	0.20	0.51	0.00	0.03
D	60.0	0.00	180.0	0.0	0.20	0.51	0.00	0.03
D	60.0	0.00	180.0	0.0	0.16	0.45	0.00	0.02

D	53.3	0.00	180.0	0.0	0.16	0.45	0.00	0.02
D	53.3	0.00	180.0	0.0	0.19	0.52	0.00	0.02
D	40.0	0.00	180.0	0.0	0.19	0.52	0.00	0.02
D	40.0	0.00	192.5	0.0	0.14	0.46	0.00	0.02
D	33.3	0.00	192.5	0.0	0.14	0.46	0.00	0.02
D	33.3	0.00	180.0	0.0	0.17	0.60	0.00	0.02
D	20.0	0.00	180.0	0.0	0.17	0.60	0.00	0.02
D	20.0	0.00	180.0	0.0	0.15	0.45	0.00	0.02
D	13.3	0.00	180.0	0.0	0.15	0.45	0.00	0.02
D	13.3	0.00	180.0	0.0	0.18	0.54	0.00	0.02
D	0.0	0.00	180.0	0.0	0.18	0.54	0.00	0.02

=====
LOADING CONDITION M
=====

105 mph wind with no ice. Wind Azimuth: 0♦

MAST LOADING
=====

LOAD TYPE	ELEV ft	APPLY. RADIUS ft	LOAD. AT AZI	LOAD AZIFORCES.....	MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	360.0	0.00	0.0	0.0	0.17	0.12	0.00	0.00
C	350.0	0.00	0.0	0.0	7.65	5.40	0.00	0.00
C	338.0	0.00	0.0	0.0	5.70	3.60	0.00	0.00
C	326.0	0.00	0.0	0.0	5.64	3.60	0.00	0.00
C	314.0	0.00	0.0	0.0	5.58	3.60	0.00	0.00
D	355.0	0.00	180.0	0.0	0.05	0.03	0.00	0.00
D	350.0	0.00	180.0	0.0	0.05	0.03	0.00	0.00
D	350.0	0.00	42.0	0.0	0.10	0.04	0.04	0.08
D	340.0	0.00	42.0	0.0	0.10	0.04	0.04	0.08
D	340.0	0.00	65.8	0.0	0.12	0.09	0.04	0.09
D	325.0	0.00	81.3	0.0	0.13	0.09	0.04	0.08
D	325.0	0.00	102.0	0.0	0.15	0.11	0.03	0.05
D	320.0	0.00	102.0	0.0	0.15	0.11	0.03	0.05
D	320.0	0.00	100.2	0.0	0.16	0.13	0.04	0.05
D	315.0	0.00	100.2	0.0	0.16	0.13	0.04	0.05
D	315.0	0.00	101.7	0.0	0.16	0.14	0.00	0.04
D	300.0	0.00	180.0	0.0	0.16	0.14	0.00	0.04
D	300.0	0.00	180.0	0.0	0.17	0.15	0.00	0.04
D	280.0	0.00	180.0	0.0	0.17	0.15	0.00	0.04
D	280.0	0.00	180.0	0.0	0.17	0.18	0.00	0.04
D	260.0	0.00	180.0	0.0	0.18	0.18	0.00	0.04
D	260.0	0.00	180.0	0.0	0.17	0.19	0.00	0.04
D	240.0	0.00	180.0	0.0	0.18	0.19	0.00	0.04
D	240.0	0.00	180.0	0.0	0.19	0.20	0.00	0.04
D	220.0	0.00	180.0	0.0	0.20	0.21	0.00	0.04
D	220.0	0.00	180.0	0.0	0.18	0.23	0.00	0.04
D	200.0	0.00	180.0	0.0	0.18	0.24	0.00	0.04
D	200.0	0.00	180.0	0.0	0.19	0.26	0.00	0.04
D	170.0	0.00	180.0	0.0	0.19	0.26	0.00	0.03
D	170.0	0.00	180.0	0.0	0.19	0.27	0.00	0.03
D	140.0	0.00	180.0	0.0	0.20	0.29	0.00	0.03
D	140.0	0.00	180.0	0.0	0.19	0.29	0.00	0.03
D	100.0	0.00	180.0	0.0	0.19	0.30	0.00	0.03
D	100.0	0.00	180.0	0.0	0.17	0.28	0.00	0.03
D	93.3	0.00	180.0	0.0	0.17	0.28	0.00	0.03
D	93.3	0.00	180.0	0.0	0.20	0.33	0.00	0.03
D	80.0	0.00	180.0	0.0	0.20	0.33	0.00	0.03
D	80.0	0.00	180.0	0.0	0.17	0.31	0.00	0.03
D	73.3	0.00	180.0	0.0	0.17	0.31	0.00	0.03
D	73.3	0.00	180.0	0.0	0.20	0.38	0.00	0.03
D	60.0	0.00	180.0	0.0	0.20	0.38	0.00	0.03
D	60.0	0.00	180.0	0.0	0.16	0.34	0.00	0.02
D	53.3	0.00	180.0	0.0	0.16	0.34	0.00	0.02
D	53.3	0.00	180.0	0.0	0.19	0.39	0.00	0.02
D	40.0	0.00	180.0	0.0	0.19	0.39	0.00	0.02
D	40.0	0.00	180.0	0.0	0.14	0.35	0.00	0.02
D	33.3	0.00	180.0	0.0	0.14	0.35	0.00	0.02
D	33.3	0.00	180.0	0.0	0.17	0.45	0.00	0.02
D	20.0	0.00	180.0	0.0	0.17	0.45	0.00	0.02
D	20.0	0.00	180.0	0.0	0.15	0.34	0.00	0.02
D	13.3	0.00	180.0	0.0	0.15	0.34	0.00	0.02
D	13.3	0.00	180.0	0.0	0.18	0.41	0.00	0.02
D	0.0	0.00	180.0	0.0	0.18	0.41	0.00	0.02

=====
LOADING CONDITION Y
=====

30 mph wind with 1.5 ice. Wind Azimuth: 0♦

MAST LOADING
=====

LOAD TYPE	ELEV ft	APPLY. RADIUS ft	LOAD. AT AZI	LOAD AZIFORCES.....	MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip

C	360.0	0.00	0.0	0.0	0.03	0.31	0.00	0.00
C	350.0	0.00	0.0	0.0	1.10	18.60	0.00	0.00
C	338.0	0.00	0.0	0.0	1.35	12.37	0.00	0.00
C	326.0	0.00	0.0	0.0	1.33	12.34	0.00	0.00
C	314.0	0.00	0.0	0.0	1.31	12.32	0.00	0.00
D	355.0	0.00	180.0	0.0	0.01	0.18	0.00	0.00
D	350.0	0.00	180.0	0.0	0.01	0.18	0.00	0.00
D	350.0	0.00	42.0	0.0	0.01	0.26	0.22	0.01
D	340.0	0.00	42.0	0.0	0.01	0.26	0.22	0.01
D	340.0	0.00	68.9	0.0	0.01	0.39	0.21	0.01
D	335.0	0.00	68.9	0.0	0.01	0.39	0.21	0.01
D	335.0	0.00	86.3	0.0	0.01	0.40	0.22	0.01
D	330.0	0.00	86.3	0.0	0.01	0.40	0.22	0.01
D	330.0	0.00	88.3	0.0	0.01	0.41	0.21	0.01
D	325.0	0.00	88.3	0.0	0.01	0.41	0.21	0.01
D	325.0	0.00	102.0	0.0	0.02	0.49	0.13	0.00
D	320.0	0.00	102.0	0.0	0.02	0.49	0.13	0.00
D	320.0	0.00	100.2	0.0	0.02	0.55	0.14	0.00
D	315.0	0.00	100.2	0.0	0.02	0.55	0.14	0.00
D	315.0	0.00	101.7	0.0	0.02	0.57	0.03	0.00
D	310.0	0.00	101.7	0.0	0.02	0.57	0.03	0.00
D	310.0	0.00	180.0	0.0	0.02	0.59	0.00	0.00
D	280.0	0.00	180.0	0.0	0.02	0.64	0.00	0.00
D	280.0	0.00	208.9	0.0	0.02	0.67	0.00	0.00
D	260.0	0.00	180.0	0.0	0.02	0.68	0.00	0.00
D	260.0	0.00	201.7	0.0	0.02	0.69	0.00	0.00
D	240.0	0.00	202.5	0.0	0.02	0.71	0.00	0.00
D	240.0	0.00	199.2	0.0	0.02	0.76	0.00	0.00
D	220.0	0.00	194.3	0.0	0.02	0.78	0.00	0.00
D	220.0	0.00	188.3	0.0	0.02	0.77	0.00	0.00
D	200.0	0.00	196.6	0.0	0.02	0.78	0.00	0.00
D	200.0	0.00	193.2	0.0	0.02	0.83	0.00	0.00
D	170.0	0.00	192.8	0.0	0.02	0.85	0.00	0.00
D	170.0	0.00	198.8	0.0	0.02	0.87	0.00	0.00
D	140.0	0.00	180.9	0.0	0.02	0.92	0.00	0.00
D	140.0	0.00	193.8	0.0	0.02	0.92	0.00	0.00
D	100.0	0.00	190.2	0.0	0.02	0.95	0.00	0.00
D	100.0	0.00	188.0	0.0	0.02	0.87	0.00	0.00
D	93.3	0.00	188.0	0.0	0.02	0.87	0.00	0.00
D	93.3	0.00	188.9	0.0	0.02	1.09	0.00	0.00
D	80.0	0.00	188.9	0.0	0.02	1.09	0.00	0.00
D	80.0	0.00	186.8	0.0	0.02	0.93	0.00	0.00
D	73.3	0.00	186.8	0.0	0.02	0.93	0.00	0.00
D	73.3	0.00	191.6	0.0	0.02	1.20	0.00	0.00
D	60.0	0.00	191.6	0.0	0.02	1.20	0.00	0.00
D	60.0	0.00	186.4	0.0	0.02	0.96	0.00	0.00
D	53.3	0.00	186.4	0.0	0.02	0.96	0.00	0.00
D	53.3	0.00	189.5	0.0	0.02	1.22	0.00	0.00
D	40.0	0.00	189.5	0.0	0.02	1.22	0.00	0.00
D	40.0	0.00	193.1	0.0	0.02	0.95	0.00	0.00
D	33.3	0.00	193.1	0.0	0.02	0.95	0.00	0.00
D	33.3	0.00	190.4	0.0	0.02	1.31	0.00	0.00
D	20.0	0.00	190.4	0.0	0.02	1.31	0.00	0.00
D	20.0	0.00	190.4	0.0	0.02	0.76	0.00	0.00
D	13.3	0.00	190.4	0.0	0.02	0.76	0.00	0.00
D	13.3	0.00	185.8	0.0	0.02	1.10	0.00	0.00
D	0.0	0.00	185.8	0.0	0.02	1.10	0.00	0.00

=====

MAXIMUM TENSION IN MAST MEMBERS (kip)

=====

ELEV ft	LEGS	DIAG	HORIZ	BRACE
355.0	----- 0.69 S	1.48 G	0.94 A	0.00 A
350.0	----- 3.11 M	3.94 H	0.15 G	0.00 A
345.0	----- 13.44 M	4.14 N	0.21 I	0.00 A
340.0	----- 24.29 M	5.94 T	0.38 a	0.00 A
335.0	----- 40.90 M	7.48 H	0.25 A	0.00 A
330.0	----- 59.32 M	8.18 T	0.01 S	0.00 A
325.0	----- 80.98 M	10.63 H	0.27 A	0.00 A
320.0	----- 101.33 M	6.97 M	0.67 U	0.00 A
315.0	----- 118.42 M	7.93 B	0.30 A	0.00 A
310.0	----- 134.89 M	7.65 T	0.05 A	0.00 A
305.0	----- 151.27 M	7.30 B	0.26 A	0.00 A
300.0	----- 165.19 M	6.84 T	0.06 A	0.00 A
295.0	----- 178.46 M	6.63 B	0.16 A	0.00 A
290.0	----- 190.23 M	6.36 T	0.11 A	0.00 A
285.0	-----		0.12 A	0.00 A

280.0	201.56 M	6.25 B	0.11 A	0.00 A
273.3	213.38 M	6.57 T	0.14 A	0.00 A
266.7	226.42 M	6.44 T	0.10 A	0.00 A
260.0	238.31 M	6.31 T	0.12 A	0.00 A
253.3	249.79 M	6.28 T	0.09 A	0.00 A
246.7	260.50 M	6.23 N	0.10 A	0.00 A
240.0	270.91 M	6.26 T	0.08 A	0.00 A
233.3	280.80 M	6.29 N	0.11 A	0.00 A
226.7	290.47 M	6.38 T	0.07 A	0.00 A
220.0	299.84 M	6.48 T	0.10 A	0.00 A
210.0	311.15 M	7.21 N	0.09 A	0.00 A
200.0	324.36 M	7.29 T	0.09 A	0.00 A
190.0	337.14 M	7.42 T	0.08 A	0.00 A
180.0	349.57 M	7.59 T	0.08 A	0.00 A
170.0	361.75 M	7.78 T	0.07 A	0.00 A
160.0	373.70 M	7.97 T	0.07 A	0.00 A
150.0	385.46 M	8.20 N	0.06 A	0.00 A
140.0	397.08 M	8.44 T	0.06 A	0.00 A
130.0	408.58 M	8.70 N	0.06 A	0.00 A
120.0	419.96 M	8.95 T	0.01 O	0.00 A
110.0	431.27 M	9.22 T	0.08 S	0.00 A
100.0	442.48 M	9.49 T	0.25 A	0.00 A
93.3	455.70 M	10.00 T	0.69 M	0.00 J
80.0	454.66 M	13.02 T	0.22 A	0.00 A
73.3	477.52 M	10.47 T	0.69 U	0.00 G
60.0	476.33 M	13.38 T	0.20 A	0.00 A
53.3	498.75 M	10.96 T	0.65 M	0.00 M
40.0	497.49 M	13.71 N	0.19 A	0.00 A
33.3	519.54 M	11.40 T	0.59 Q	0.00 E
20.0	518.16 M	13.98 T	0.10 A	0.00 E
13.3	539.67 M	11.78 T	0.60 U	0.00 V
0.0	538.39 M	14.26 T	0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
355.0	-0.86 A	-1.45 A	-0.95 G	0.00 A
350.0	-7.65 e	-3.97 B	-0.14 M	0.00 A
345.0	-18.16 G	-4.23 H	-0.13 O	0.00 A
340.0	-30.86 G	-6.21 G	0.00 A	0.00 A
335.0	-49.65 G	-7.35 T	-0.16 S	0.00 A
330.0	-68.90 G	-8.28 B	-0.03 A	0.00 A
325.0	-93.56 G	-10.66 B	-0.19 S	0.00 A
320.0	-114.10 G	-7.44 G	-0.75 C	0.00 A
315.0	-134.90 G	-7.79 T	-0.24 S	0.00 A
310.0			-0.04 S	0.00 A

305.0	-152.21 G	-7.84 B	-0.21 S	0.00 A
300.0	-169.68 G	-7.22 N	-0.05 S	0.00 A
295.0	-184.12 G	-6.95 B	-0.13 S	0.00 A
290.0	-198.36 G	-6.59 T	-0.09 S	0.00 A
285.0	-210.78 G	-6.43 B	-0.10 S	0.00 A
280.0	-223.03 G	-6.22 T	-0.10 S	0.00 A
273.3	-235.74 G	-6.65 B	-0.12 S	0.00 A
266.7	-250.11 G	-6.44 T	-0.09 S	0.00 A
260.0	-263.18 G	-6.37 B	-0.10 S	0.00 A
253.3	-275.99 G	-6.28 T	-0.07 S	0.00 A
246.7	-287.95 G	-6.28 B	-0.08 S	0.00 A
240.0	-299.71 G	-6.27 N	-0.07 S	0.00 A
233.3	-310.92 G	-6.33 B	-0.10 S	0.00 A
226.7	-322.05 G	-6.40 B	-0.06 S	0.00 A
220.0	-332.84 G	-6.51 B	-0.09 S	0.00 A
210.0	-346.08 G	-7.26 G	-0.08 S	0.00 A
200.0	-361.70 G	-7.37 G	-0.07 S	0.00 A
190.0	-377.04 G	-7.50 G	-0.07 S	0.00 A
180.0	-392.13 G	-7.68 G	-0.06 S	0.00 A
170.0	-407.03 G	-7.85 G	-0.06 S	0.00 A
160.0	-421.74 G	-8.07 G	-0.06 S	0.00 A
150.0	-436.37 G	-8.29 G	-0.05 S	0.00 A
140.0	-450.90 G	-8.55 G	-0.05 S	0.00 A
130.0	-465.41 G	-8.80 G	-0.05 S	0.00 A
120.0	-479.85 G	-9.06 G	-0.01 I	0.00 A
110.0	-494.28 G	-9.27 G	-0.09 A	0.00 A
100.0	-508.63 G	-9.54 G	-0.22 S	0.00 A
93.3	-524.68 G	-10.24 G	-0.85 G	0.00 D
80.0	-526.06 G	-13.14 G	-0.18 S	0.00 A
73.3	-553.21 G	-10.70 G	-0.86 C	0.00 G
60.0	-554.81 G	-13.48 G	-0.16 S	0.00 A
53.3	-581.93 G	-11.18 G	-0.82 G	0.00 G
40.0	-583.60 G	-13.80 G	-0.15 S	0.00 A
33.3	-610.47 G	-11.59 G	-0.76 K	0.00 H
20.0	-612.31 G	-14.04 G	-0.08 S	0.00 H
13.3	-638.94 G	-11.90 G	-0.77 C	0.00 V
0.0	-640.65 G	-14.31 H	0.00 A	0.00 A

FORCE/RESISTANCE RATIO IN LEGS

=====

MAST ELEV ft	-- LEG COMPRESSION --			--- LEG TENSION ---		
	MAX COMP	COMP RESIST	FORCE/ RESIST RATIO	MAX TENS	TENS RESIST	FORCE/ RESIST RATIO
355.00	0.86	31.84	0.03	0.69	51.90	0.01
350.00	7.65	31.84	0.24	3.11	51.90	0.06
345.00	18.16	31.84	0.57	13.44	51.90	0.26
340.00	30.86	111.82	0.28	24.29	146.47	0.17
335.00	49.65	111.82	0.44	40.90	146.47	0.28
330.00						

325.00	68.90	111.82	0.62	59.32	146.47	0.41
320.00	93.56	111.82	0.84	80.98	146.47	0.55
315.00	114.10	177.29	0.64	101.33	213.88	0.47
310.00	134.90	177.29	0.76	118.42	213.88	0.55
305.00	152.21	177.29	0.86	134.89	213.88	0.63
300.00	169.68	177.29	0.96	151.27	213.88	0.71
295.00	184.12	256.32	0.72	165.19	296.33	0.56
290.00	198.36	256.32	0.77	178.46	296.33	0.60
285.00	210.78	256.32	0.82	190.23	296.33	0.64
280.00	223.03	256.32	0.87	201.56	296.33	0.68
273.33	235.74	312.59	0.75	213.38	327.10	0.65
266.67	250.11	312.59	0.80	226.42	327.10	0.69
260.00	263.18	312.59	0.84	238.31	327.10	0.73
253.33	275.99	312.59	0.88	249.79	385.58	0.65
246.67	287.95	312.59	0.92	260.50	385.58	0.68
240.00	299.71	312.59	0.96	270.91	385.58	0.70
233.33	310.92	359.86	0.86	280.80	407.40	0.69
226.67	322.05	359.86	0.89	290.47	407.40	0.71
220.00	332.84	359.86	0.92	299.84	407.40	0.74
210.00	346.08	509.22	0.68	311.15	457.90	0.68
200.00	361.70	509.22	0.71	324.36	457.90	0.71
190.00	377.04	509.22	0.74	337.14	457.90	0.74
180.00	392.13	509.22	0.77	349.57	457.90	0.76
170.00	407.03	509.22	0.80	361.75	457.90	0.79
160.00	421.74	509.22	0.83	373.70	457.90	0.82
150.00	436.37	509.22	0.86	385.46	457.90	0.84
140.00	450.90	509.22	0.89	397.08	457.90	0.87
130.00	465.41	509.22	0.91	408.58	457.90	0.89
120.00	479.85	509.22	0.94	419.96	457.90	0.92
110.00	494.28	509.22	0.97	431.27	457.90	0.94
100.00	508.63	509.22	1.00	442.48	457.90	0.97
93.33	524.68	546.43	0.96	455.70	620.80	0.73
80.00	526.06	546.43	0.96	454.66	620.80	0.73
73.33	553.21	703.28	0.79	477.52	780.85	0.61
60.00	554.81	703.28	0.79	476.33	780.85	0.61
53.33	581.93	703.28	0.83	498.75	780.85	0.64
40.00	583.60	703.28	0.83	497.49	780.85	0.64
33.33	610.47	703.28	0.87	519.54	780.85	0.67
20.00	612.31	703.28	0.87	518.16	780.85	0.66
13.33	638.94	643.10	0.99	539.67	707.13	0.76
0.00	640.65	643.10	1.00	538.39	707.13	0.76

FORCE/RESISTANCE RATIO IN DIAGONALS
=====

MAST ELEV ft	- DIAG COMPRESSION -			--- DIAG TENSION ---		
	MAX COMP	COMP RESIST	FORCE/ RESIST RATIO	MAX TENS	TENS RESIST	FORCE/ RESIST RATIO
355.00	1.45	7.16	0.20	1.48	7.16	0.21
350.00	3.97	7.16	0.55	3.94	7.16	0.55

345.00	4.23	7.16	0.59	4.14	7.16	0.58
340.00	6.21	10.74	0.58	5.94	10.74	0.55
335.00	7.35	10.74	0.68	7.48	10.74	0.70
330.00	8.28	10.74	0.77	8.18	10.74	0.76
325.00	10.66	10.74	0.99	10.63	10.74	0.99
320.00	7.44	10.74	0.69	6.97	10.74	0.65
315.00	7.79	10.74	0.73	7.93	10.74	0.74
310.00	7.84	10.74	0.73	7.65	10.74	0.71
305.00	7.22	10.74	0.67	7.30	10.74	0.68
300.00	6.95	7.13	0.97	6.84	7.13	0.96
295.00	6.59	7.13	0.92	6.63	7.13	0.93
290.00	6.43	7.13	0.90	6.36	7.13	0.89
285.00	6.22	7.13	0.87	6.25	7.13	0.88
280.00	6.65	12.47	0.53	6.57	12.47	0.53
273.33	6.44	12.47	0.52	6.44	12.47	0.52
266.67	6.37	12.47	0.51	6.31	12.47	0.51
260.00	6.28	9.45	0.66	6.28	9.45	0.66
253.33	6.28	9.45	0.66	6.23	9.45	0.66
246.67	6.27	9.45	0.66	6.26	9.45	0.66
240.00	6.33	13.10	0.48	6.29	13.10	0.48
233.33	6.40	13.10	0.49	6.38	13.10	0.49
226.67	6.51	13.10	0.50	6.48	13.10	0.49
220.00	7.26	8.84	0.82	7.21	8.84	0.82
210.00	7.37	8.84	0.83	7.29	8.84	0.82
200.00	7.50	15.88	0.47	7.42	15.88	0.47
190.00	7.68	15.88	0.48	7.59	15.88	0.48
180.00	7.85	13.59	0.58	7.78	13.59	0.57
170.00	8.07	13.59	0.59	7.97	13.59	0.59
160.00	8.29	17.02	0.49	8.20	17.02	0.48
150.00	8.55	17.02	0.50	8.44	17.02	0.50
140.00	8.80	18.13	0.49	8.70	18.13	0.48
130.00	9.06	18.13	0.50	8.95	18.13	0.49
120.00	9.27	16.06	0.58	9.22	16.06	0.57
110.00	9.54	16.06	0.59	9.49	16.06	0.59
100.00	10.24	20.48	0.50	10.00	20.48	0.49
93.33	13.14	31.46	0.42	13.02	31.46	0.41
80.00	10.70	18.66	0.57	10.47	18.66	0.56
73.33	13.48	29.38	0.46	13.38	29.38	0.46
60.00	11.18	21.51	0.52	10.96	21.51	0.51
53.33	13.80	27.91	0.49	13.71	27.91	0.49
40.00	11.59	19.72	0.59	11.40	19.72	0.58
33.33	14.04	26.07	0.54	13.98	26.07	0.54
20.00	11.90	18.25	0.65	11.78	18.25	0.65
13.33	14.31	24.54	0.58	14.26	24.54	0.58
0.00						

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

	LOAD COMPONENTS				TOTAL SHEAR
	NORTH	EAST	DOWN	UPLIFT	

57.30 G 49.33 K 657.18 G -551.63 M 57.30 G

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

-----HORIZONTAL-----			DOWN	-----OVERTURNING-----			TORSION
NORTH	EAST	TOTAL		NORTH	EAST	TOTAL	
		@				@	
		0.0				0.0	
91.8	87.2	91.8	348.4	19555.2	18722.9	19555.2	44.6
S	J	S	i	G	J	G	X

Latticed Tower Analysis (Unguyed) (c)2017 Guymast Inc. 416-736-7453
 Processed under license at:

Sabre Towers and Poles on: 15 sep 2020 at: 14:50:02

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

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

LOADING CONDITION A

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

MAST LOADING

LOAD TYPE	ELEV ft	APPLY..RADIUS ft	LOAD..AT AZI	LOAD AZIFORCES.....	MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	360.0	0.00	0.0	0.0	0.05	0.13	0.00	0.00
C	350.0	0.00	0.0	0.0	2.50	6.00	0.00	0.00
C	338.0	0.00	0.0	0.0	1.86	4.00	0.00	0.00
C	326.0	0.00	0.0	0.0	1.84	4.00	0.00	0.00
C	314.0	0.00	0.0	0.0	1.82	4.00	0.00	0.00
D	355.0	0.00	180.0	0.0	0.02	0.03	0.00	0.00
D	350.0	0.00	180.0	0.0	0.02	0.03	0.00	0.00
D	350.0	0.00	42.0	0.0	0.03	0.05	0.05	0.02
D	340.0	0.00	42.0	0.0	0.03	0.05	0.05	0.02
D	340.0	0.00	65.8	0.0	0.04	0.10	0.05	0.03
D	325.0	0.00	81.3	0.0	0.04	0.10	0.05	0.03
D	325.0	0.00	102.0	0.0	0.05	0.12	0.04	0.02
D	320.0	0.00	102.0	0.0	0.05	0.12	0.04	0.02
D	320.0	0.00	100.2	0.0	0.05	0.14	0.04	0.02
D	315.0	0.00	100.2	0.0	0.05	0.14	0.04	0.02
D	315.0	0.00	101.7	0.0	0.05	0.15	0.01	0.01
D	300.0	0.00	180.0	0.0	0.05	0.16	0.00	0.01
D	300.0	0.00	180.0	0.0	0.06	0.17	0.00	0.01
D	280.0	0.00	180.0	0.0	0.06	0.17	0.00	0.01
D	280.0	0.00	180.0	0.0	0.06	0.20	0.00	0.01
D	260.0	0.00	180.0	0.0	0.06	0.20	0.00	0.01
D	260.0	0.00	180.0	0.0	0.06	0.21	0.00	0.01
D	240.0	0.00	180.0	0.0	0.06	0.21	0.00	0.01
D	240.0	0.00	180.0	0.0	0.07	0.22	0.00	0.01
D	220.0	0.00	180.0	0.0	0.07	0.23	0.00	0.01
D	220.0	0.00	180.0	0.0	0.06	0.26	0.00	0.01
D	200.0	0.00	180.0	0.0	0.06	0.26	0.00	0.01
D	200.0	0.00	180.0	0.0	0.07	0.29	0.00	0.01
D	170.0	0.00	180.0	0.0	0.07	0.29	0.00	0.01
D	170.0	0.00	180.0	0.0	0.07	0.30	0.00	0.01
D	140.0	0.00	180.0	0.0	0.07	0.32	0.00	0.01
D	140.0	0.00	180.0	0.0	0.07	0.32	0.00	0.01
D	100.0	0.00	180.0	0.0	0.07	0.33	0.00	0.01
D	100.0	0.00	180.0	0.0	0.06	0.31	0.00	0.01
D	93.3	0.00	180.0	0.0	0.06	0.31	0.00	0.01
D	93.3	0.00	180.0	0.0	0.07	0.37	0.00	0.01
D	73.3	0.00	180.0	0.0	0.06	0.35	0.00	0.01
D	73.3	0.00	180.0	0.0	0.07	0.42	0.00	0.01
D	60.0	0.00	180.0	0.0	0.07	0.42	0.00	0.01
D	60.0	0.00	180.0	0.0	0.05	0.38	0.00	0.01
D	53.3	0.00	180.0	0.0	0.05	0.38	0.00	0.01
D	53.3	0.00	180.0	0.0	0.06	0.44	0.00	0.01

D	40.0	0.00	180.0	0.0	0.06	0.44	0.00	0.01
D	40.0	0.00	180.0	0.0	0.05	0.38	0.00	0.01
D	33.3	0.00	180.0	0.0	0.05	0.38	0.00	0.01
D	33.3	0.00	180.0	0.0	0.06	0.50	0.00	0.01
D	20.0	0.00	180.0	0.0	0.06	0.50	0.00	0.01
D	20.0	0.00	180.0	0.0	0.05	0.38	0.00	0.01
D	13.3	0.00	180.0	0.0	0.05	0.38	0.00	0.01
D	13.3	0.00	180.0	0.0	0.06	0.45	0.00	0.01
D	0.0	0.00	180.0	0.0	0.06	0.45	0.00	0.01

=====

MAXIMUM MAST DISPLACEMENTS:

=====

ELEV ft	-----DEFLECTIONS (ft)-----			--TILTS (DEG)---		TWIST DEG
	NORTH	EAST	DOWN	NORTH	EAST	
355.0	1.958 G	-1.885 D	0.028 G	0.808 G	-0.778 D	-0.054 F
350.0	1.888 G	-1.817 D	0.027 G	0.809 G	-0.779 D	-0.054 F
345.0	1.816 G	-1.748 D	0.026 G	0.804 G	-0.774 D	-0.053 F
340.0	1.746 G	-1.680 D	0.025 G	0.787 G	-0.758 D	-0.052 F
335.0	1.677 G	-1.614 D	0.025 G	0.777 G	-0.748 D	-0.051 F
330.0	1.609 G	-1.548 D	0.024 G	0.760 G	-0.732 D	-0.050 F
325.0	1.542 G	-1.484 D	0.023 G	0.736 G	-0.709 D	-0.048 F
320.0	1.478 G	-1.422 D	0.023 G	0.704 G	-0.678 D	-0.046 F
315.0	1.416 G	-1.363 D	0.022 G	0.679 G	-0.654 D	-0.044 F
310.0	1.357 G	-1.306 D	0.022 G	0.652 G	-0.629 D	-0.042 F
305.0	1.300 G	-1.251 D	0.021 G	0.624 G	-0.601 D	-0.040 F
300.0	1.246 G	-1.199 D	0.020 G	0.595 G	-0.574 D	-0.038 F
295.0	1.194 G	-1.148 D	0.020 G	0.575 G	-0.554 D	-0.036 F
290.0	1.143 G	-1.100 D	0.019 G	0.554 G	-0.534 D	-0.034 F
285.0	1.094 G	-1.053 D	0.019 G	0.533 G	-0.513 D	-0.031 F
280.0	1.047 G	-1.007 D	0.019 G	0.512 G	-0.493 D	-0.029 F
273.3	0.988 G	-0.950 D	0.018 G	0.490 G	-0.472 D	-0.028 F
266.7	0.931 G	-0.896 D	0.018 G	0.469 G	-0.451 D	-0.026 F
260.0	0.877 G	-0.843 D	0.017 G	0.447 G	-0.431 D	-0.025 F
253.3	0.825 G	-0.794 D	0.017 G	0.426 G	-0.410 D	-0.024 F
246.7	0.776 G	-0.746 D	0.016 G	0.405 G	-0.390 D	-0.022 F
240.0	0.729 G	-0.701 D	0.016 G	0.385 G	-0.371 D	-0.021 F
233.3	0.684 G	-0.658 D	0.015 G	0.366 G	-0.352 D	-0.020 F
226.7	0.642 G	-0.617 D	0.015 G	0.347 G	-0.334 D	-0.019 F
220.0	0.602 G	-0.578 D	0.014 G	0.328 G	-0.316 D	-0.018 F
210.0	0.545 G	-0.524 D	0.014 G	0.310 G	-0.298 D	-0.016 F
200.0	0.491 G	-0.471 D	0.013 G	0.292 G	-0.281 D	-0.015 F
190.0	0.440 G	-0.423 D	0.013 G	0.275 G	-0.264 D	-0.014 F
180.0	0.393 G	-0.377 D	0.012 G	0.258 G	-0.248 D	-0.013 F
170.0	0.348 G	-0.335 D	0.012 G	0.241 G	-0.231 D	-0.012 F
160.0	0.307 G	-0.295 D	0.011 G	0.224 G	-0.215 D	-0.011 F
150.0	0.268 G	-0.257 D	0.010 G	0.207 G	-0.199 D	-0.010 F
140.0	0.232 G	-0.223 D	0.010 G	0.191 G	-0.184 D	-0.010 F
130.0	0.199 G	-0.191 D	0.009 G	0.175 G	-0.168 D	-0.009 F
120.0	0.169 G	-0.162 D	0.009 G	0.159 G	-0.153 D	-0.008 F
110.0	0.140 G	-0.134 D	0.008 G	0.143 G	-0.137 D	-0.007 F
100.0	0.112 G	-0.108 D	0.007 G	0.127 G	-0.122 D	-0.006 F
93.3	0.099 G	-0.095 D	0.007 G	0.117 G	-0.112 D	-0.006 F
80.0	0.073 G	-0.070 D	0.006 G	0.096 G	-0.092 D	-0.005 F
73.3	0.063 G	-0.060 D	0.005 G	0.088 G	-0.085 D	-0.004 F
60.0	0.043 G	-0.041 D	0.005 G	0.072 G	-0.069 D	-0.003 F
53.3	0.035 G	-0.033 D	0.004 G	0.065 G	-0.062 D	-0.003 F
40.0	0.020 G	-0.019 D	0.003 G	0.049 G	-0.047 D	-0.002 F
33.3	0.015 G	-0.015 D	0.003 H	0.041 G	-0.039 D	-0.002 F
20.0	0.006 G	-0.006 D	0.002 K	0.025 G	-0.024 D	-0.001 F
13.3	0.003 G	-0.002 D	0.001 K	0.017 G	-0.016 D	-0.001 F
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

=====

MAXIMUM TENSION IN MAST MEMBERS (kip)

=====

ELEV ft	LEGS	DIAG	HORIZ	BRACE
355.0	-----	-----	0.31 A	0.00 A
	0.17 G	0.49 G		
350.0	-----	-----	0.05 G	0.00 A
	0.00 A	1.29 B		
345.0	-----	-----	0.09 E	0.00 A
	2.92 A	1.34 B		
340.0	-----	-----	0.11 A	0.00 A
	5.92 A	1.88 H		
335.0	-----	-----	0.11 A	0.00 A
	10.72 A	2.49 H		
330.0	-----	-----	0.00 A	0.00 A
	16.57 A	2.65 B		
325.0	-----	-----	0.11 A	0.00 A
	22.76 A	3.48 B		
320.0	-----	-----	0.18 I	0.00 A
	29.43 A	2.15 A		
315.0	-----	-----	0.12 A	0.00 A
	33.84 A	2.63 B		
310.0	-----	-----	0.02 A	0.00 A
	38.97 A	2.43 B		
305.0	-----	-----	0.10 A	0.00 A
	44.01 A	2.40 B		
300.0	-----	-----	0.02 A	0.00 A

295.0	48.43 A	2.19 B	0.06 A	0.00 A
290.0	52.50 A	2.18 B	0.04 A	0.00 A
285.0	56.19 A	2.05 B	0.05 A	0.00 A
280.0	59.65 A	2.05 B	0.04 A	0.00 A
273.3	63.30 A	2.13 B	0.05 A	0.00 A
266.7	67.22 A	2.12 B	0.04 A	0.00 A
260.0	70.83 A	2.05 B	0.04 A	0.00 A
253.3	74.26 A	2.06 B	0.03 A	0.00 A
246.7	77.47 A	2.03 B	0.04 A	0.00 A
240.0	80.56 A	2.06 B	0.03 A	0.00 A
233.3	83.49 A	2.06 B	0.04 A	0.00 A
226.7	86.33 A	2.11 B	0.02 A	0.00 A
220.0	89.08 A	2.14 B	0.04 A	0.00 A
210.0	92.37 A	2.39 B	0.03 A	0.00 A
200.0	96.17 A	2.42 B	0.03 A	0.00 A
190.0	99.80 A	2.48 B	0.03 A	0.00 A
180.0	103.31 A	2.54 B	0.03 A	0.00 A
170.0	106.73 A	2.61 B	0.03 A	0.00 A
160.0	110.08 A	2.69 B	0.03 A	0.00 A
150.0	113.35 A	2.77 B	0.02 A	0.00 A
140.0	116.57 A	2.86 B	0.02 A	0.00 A
130.0	119.73 A	2.95 B	0.02 A	0.00 A
120.0	122.86 A	3.04 B	0.00 C	0.00 A
110.0	125.96 A	3.14 H	0.02 G	0.00 A
100.0	129.01 A	3.23 B	0.10 A	0.00 A
93.3	132.93 A	3.39 B	0.21 A	0.00 I
80.0	131.78 A	4.43 B	0.09 A	0.00 A
73.3	138.75 A	3.55 B	0.21 I	0.00 C
60.0	137.42 A	4.56 B	0.08 A	0.00 A
53.3	144.14 A	3.72 B	0.19 A	0.00 A
40.0	142.75 A	4.68 B	0.08 A	0.00 A
33.3	149.32 A	3.87 B	0.17 I	0.00 G
20.0	147.79 A	4.78 B	0.04 A	0.00 G
13.3	154.10 A	4.02 B	0.17 I	0.00 D
0.0	152.67 A	4.88 B	0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
355.0	-0.33 A	-0.48 A	-0.32 G	0.00 A
350.0	-3.80 G	-1.32 H	-0.04 A	0.00 A
345.0	-7.29 G	-1.42 B	-0.02 K	0.00 A
340.0	-11.97 G	-2.11 G	0.00 A	0.00 A
335.0	-18.71 G	-2.37 B	-0.03 G	0.00 A
330.0	-25.21 G	-2.74 B	-0.02 A	0.00 A
325.0			-0.04 G	0.00 A

320.0	-34.09 G	-3.50 B	-0.27 C	0.00 A
315.0	-40.80 G	-2.55 G	-0.06 G	0.00 A
310.0	-48.61 G	-2.49 B	-0.01 G	0.00 A
305.0	-54.44 G	-2.61 B	-0.05 G	0.00 A
300.0	-60.40 G	-2.32 B	-0.01 G	0.00 A
295.0	-65.21 G	-2.30 B	-0.03 G	0.00 A
290.0	-70.08 G	-2.14 B	-0.02 G	0.00 A
285.0	-74.27 G	-2.13 B	-0.03 G	0.00 A
280.0	-78.48 G	-2.03 B	-0.03 G	0.00 A
273.3	-82.83 G	-2.20 B	-0.03 G	0.00 A
266.7	-87.84 G	-2.11 B	-0.02 G	0.00 A
260.0	-92.39 G	-2.11 B	-0.03 G	0.00 A
253.3	-96.89 G	-2.06 B	-0.02 G	0.00 A
246.7	-101.09 G	-2.08 B	-0.02 G	0.00 A
240.0	-105.25 G	-2.07 B	-0.02 G	0.00 A
233.3	-109.23 G	-2.10 B	-0.02 G	0.00 A
226.7	-113.21 G	-2.12 B	-0.01 G	0.00 A
220.0	-117.09 G	-2.17 B	-0.02 G	0.00 A
210.0	-121.90 G	-2.43 B	-0.02 G	0.00 A
200.0	-127.63 G	-2.48 G	-0.02 G	0.00 A
190.0	-133.31 G	-2.52 G	-0.02 G	0.00 A
180.0	-138.95 G	-2.59 G	-0.02 G	0.00 A
170.0	-144.55 G	-2.66 G	-0.02 G	0.00 A
160.0	-150.11 G	-2.74 G	-0.01 G	0.00 A
150.0	-155.66 G	-2.82 G	-0.01 G	0.00 A
140.0	-161.20 G	-2.91 G	-0.01 G	0.00 A
130.0	-166.74 G	-2.99 G	-0.01 G	0.00 A
120.0	-172.28 G	-3.09 G	-0.01 I	0.00 A
110.0	-177.83 G	-3.17 B	-0.04 A	0.00 A
100.0	-183.36 G	-3.26 H	-0.06 G	0.00 A
93.3	-189.33 G	-3.51 G	-0.31 K	0.00 D
80.0	-190.48 G	-4.49 B	-0.04 G	0.00 A
73.3	-200.43 G	-3.67 G	-0.32 C	0.00 G
60.0	-201.77 G	-4.62 B	-0.04 G	0.00 A
53.3	-211.81 G	-3.84 G	-0.31 G	0.00 I
40.0	-213.21 G	-4.74 B	-0.03 G	0.00 A
33.3	-223.20 G	-3.98 G	-0.29 C	0.00 I
20.0	-224.73 G	-4.84 B	-0.02 G	0.00 I
13.3	-234.73 G	-4.10 B	-0.29 C	0.00 E
0.0	-236.16 G	-4.93 B	0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

=====				
NORTH	LOAD EAST	COMPONENTS DOWN	UPLIFT	TOTAL SHEAR
20.59 G	17.74 K	242.38 G	-156.55 A	20.59 G

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

-----HORIZONTAL----- DOWN -----OVERTURNING----- TORSION

NORTH	EAST	TOTAL		NORTH	EAST	TOTAL	
	@	0.0			@	0.0	
30.9	-29.4	30.9	117.2	6514.5	-6242.8	6514.5	-14.6
G	D	G	K	G	D	G	F

Leg Connection Details												
Bottom Elevation (ft)	Top Elevation (ft)	Pipe Dimensions	Top Splice					Bottom Splice/Base				
			Bolt Qty.	Bolt Dia. (in)	Bolt Circle (in)	Plate Thickness (in)	Plate Dia. (in)	Bolt Qty.	Bolt Dia. (in)	Bolt Circle (in)	Plate Thickness (in)	Plate Dia. (in)
340	355	2.375 OD X .154						6	0.75	6.50	0.75	8.50
320	340	3.500 OD X .300	6	0.75	6.50	1.00	8.50	6	1.00	9.00	1.25	11.50
300	320	4.500 OD X .337	6	1.00	9.00	1.25	11.50	6	1.00	9.00	1.25	11.50
280	300	5.563 OD X .375	6	1.00	9.00	1.25	11.50	6	1.00	9.00	1.25	11.50
260	280	5.563 OD X .500	6	1.00	9.00	1.25	11.50	6	1.00	9.00	1.25	11.50
240	260	5.563 OD X .500	6	1.00	9.00	1.25	11.50	6	1.25	12.50	1.75	15.75
220	240	8.625 OD X .322	6	1.25	12.50	1.50	15.75	6	1.25	12.50	1.50	15.75
200	220	8.625 OD X .500	6	1.25	12.50	1.50	15.75	6	1.25	12.50	1.50	15.75
180	200	8.625 OD X .500	6	1.25	12.50	1.50	15.75	6	1.25	12.50	1.50	15.75
160	180	8.625 OD X .500	6	1.25	12.50	1.50	15.75	6	1.25	12.50	1.50	15.75
140	160	8.625 OD X .500	6	1.25	12.50	1.50	15.75	6	1.25	12.50	1.50	15.75
120	140	8.625 OD X .500	6	1.25	12.50	1.50	15.75	6	1.25	12.50	1.50	15.75
100	120	8.625 OD X .500	6	1.25	12.50	1.50	15.75	6	1.25	12.50	1.50	15.75
80	100	8.625 OD X .500	6	1.25	12.50	1.50	15.75	8	1.50	17.25	2.00	21.00
60	80	10.75 OD X .500	8	1.50	17.25	2.00	21.00	8	1.50	17.25	2.00	21.00
40	60	10.75 OD X .500	8	1.50	17.25	2.00	21.00	8	1.50	17.25	2.00	21.00
20	40	10.75 OD X .500	8	1.50	17.25	2.00	21.00	8	1.50	17.25	2.00	21.00
0	20	12.75 OD X .375	8	1.50	17.25	1.75	21.00	6	1.75	18.00	2.00	22.50

Diagonal Bracing Connection Details								
Bottom Elevation (ft)	Top Elevation (ft)	Angle Shape	Bolt Qty.	Bolt Dia. (in)	Bolt End Distance (in)	Bolt Spacing (in)	Gage Distance From Heel (in)	Gusset Plate Thickness (in)
340	355	L 2 X 2 X 1/8	1	0.625	1.500		1.125	0.375
320	340	L 2 X 2 X 3/16	1	0.625	1.500		1.125	0.375
300	320	L 2 X 2 X 3/16	1	0.625	1.500		1.125	0.375
280	300	L 2 X 2 X 1/8	1	0.625	1.500		1.125	0.375
260	280	L 2 1/2 X 2 1/2 X 3/16	1	0.625	1.500		1.375	0.375
240	260	L 2 1/2 X 2 1/2 X 3/16	1	0.625	1.500		1.375	0.375
220	240	L 3 X 3 X 3/16	1	0.750	1.500		1.750	0.375
200	220	L 3 X 3 X 3/16	1	0.750	1.625		1.750	0.375
180	200	L 3 1/2 X 3 1/2 X 1/4	1	0.750	1.625		1.750	0.375
160	180	L 3 1/2 X 3 1/2 X 1/4	1	0.750	1.625		1.750	0.375
140	160	L 4 X 4 X 1/4	1	0.750	1.625		2.000	0.375
120	140	L 4 X 4 X 1/4	2	0.625	1.625	2.1250	2.000	0.500
100	120	L 4 X 4 X 1/4	2	0.625	1.625	2.1250	2.000	0.500
93.33	100	L 4 X 4 X 1/4	2	0.750	1.625	2.5000	2.000	0.500
80	93.33	L 5 X 3 1/2 X 1/4 (SLV)	2	0.750	1.625	2.5000	1.750	0.500
73.33	80	L 4 X 4 X 1/4	2	0.750	1.625	2.5000	2.000	0.500
60	73.33	L 5 X 3 1/2 X 1/4 (SLV)	2	0.750	1.625	2.5000	1.750	0.500
53.33	60	L 4 X 4 X 5/16	2	0.750	1.625	2.5000	2.000	0.500
40	53.33	L 5 X 3 1/2 X 1/4 (SLV)	2	0.750	1.625	2.5000	1.750	0.500
33.33	40	L 4 X 4 X 5/16	2	0.750	1.625	2.5000	2.000	0.500
20	33.33	L 5 X 3 1/2 X 1/4 (SLV)	2	0.750	1.625	2.5000	1.750	0.500
13.33	20	L 4 X 4 X 5/16	2	0.750	1.625	2.5000	2.000	0.500
0	13.33	L 5 X 3 1/2 X 1/4 (SLV)	2	0.750	1.625	2.5000	1.750	0.500

MAT FOUNDATION DESIGN BY SABRE INDUSTRIES

355' S3TL Series HD1 AT&T CLayhole, KY (467315) 2020-09-15 DJH

Overall Loads:			
Factored Moment (ft-kips)	19555.21		
Factored Axial (kips)	348.37		
Factored Shear (kips)	91.83		
Individual Leg Loads:			
Factored Uplift (kips)	552.00		
Factored Download (kips)	657.00		
Factored Shear (kips)	57.00		
		Tower eccentric from mat (ft)=	3
Width of Tower (ft)	37	Allowable Bearing Pressure (ksf)	2.50
Ultimate Bearing Pressure	5.00	Safety Factor	2.00
Bearing Φ s	0.75		
Bearing Design Strength (ksf)	3.75	Max. Factored Net Bearing Pressure (ksf)	1.78
Water Table Below Grade (ft)	999		
Width of Mat (ft)	44	Minimum Mat Width (ft)	43.51
Thickness of Mat (ft)	1.75		
Depth to Bottom of Slab (ft)	7.5		
Bolt Circle Diameter (in)	18		
Effective Anchor			
Bolt Embedment	72.625		
Diameter of Pier (ft)	3.5	Minimum Pier Diameter (ft)	2.83
Ht. of Pier Above Ground (ft)	0.5	Equivalent Square b (ft)	3.10
Ht. of Pier Below Ground (ft)	5.75		
Quantity of Bars in Mat	68		
Bar Diameter in Mat (in)	1		
Area of Bars in Mat (in ²)	53.41		
Spacing of Bars in Mat (in)	7.78	Recommended Spacing (in)	6 to 12
Quantity of Bars Pier	20		
Bar Diameter in Pier (in)	1.128		
Tie Bar Diameter in Pier (in)	0.5		
Spacing of Ties (in)	4		
Area of Bars in Pier (in ²)	19.99	Minimum Pier A _s (in ²)	6.93
Spacing of Bars in Pier (in)	5.30	Recommended Spacing (in)	5 to 12
f'c (ksi)	4.5		
fy (ksi)	60		
Unit Wt. of Soil (kcf)	0.11		
Unit Wt. of Concrete (kcf)	0.15		
Volume of Concrete (yd ³)	132.16		

MAT FOUNDATION DESIGN BY SABRE INDUSTRIES (CONTINUED)

Two-Way Shear:

Average d (in)	17		
ϕv_c (ksi)	0.201	v_u (ksi)	0.190
$\phi v_c = \phi(2 + 4/\beta_c)f_c^{1/2}$	0.302		
$\phi v_c = \phi(\alpha_s d/b_o + 2)f_c^{1/2}$	0.258		
$\phi v_c = \phi 4f_c^{1/2}$	0.201		
Shear perimeter, b_o (in)	216.89		
β_c	1		

Stability:

Overturning Design Strength (ft-k)	36312.7	Factored Overturning Moment (ft-k)	20289.9
------------------------------------	---------	------------------------------------	---------

One-Way Shear:

ϕV_c (kips)	903.2	V_u (kips)	492.5
-------------------	-------	--------------	-------

Pier Design:

Design Tensile Strength (kips)	1079.3	T_u (kips)	552.0
--------------------------------	--------	--------------	-------

Shear:

ϕ	0.75		
V_c (kips)	38.5		
V_s (kips)	197.9	$V_{s,max}$ (kips)	757.3
ϕV_n (kips)	177.3	V_u (kips)	57.0
Maximum Spacing (in)	11.15	(Only if Shear Ties are Required)	
Actual Hook Development (in)	16.00	Req'd Hook Development l_{dh} (in) - Tension	14.12
		Req'd Hook Development l_{dc} (in) - Compression	15.23

Anchor Bolt Pull-Out:

$N_{ua} / \phi N_n$	0.83	$V_{ua} / \phi V_n$	0.13
Pier Rebar Development Length (in)	64.07	Required Length of Development (in)	32.22

Flexure in Slab:

ϕM_n (ft-kips)	3895.0	M_u (ft-kips)	3879.3
a (in)	1.59		
Steel Ratio	0.00595		
β_1	0.825		
Maximum Steel Ratio (ρ_l)	0.0197		
Minimum Steel Ratio	0.0018		

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

DRILLED STRAIGHT PIER DESIGN BY SABRE INDUSTRIES (CONTINUED)

Download:

Φ_s , Download Friction	0.75		
Q_f , Skin Friction (kips)	777.5	W_s (kips)	256.6
Q_b , End Bearing Strength (kips)	254.5	W_c (kips)	352.0
Download Design Strength (kips)	774.0	Factored Net Download (kips)	771.5

Uplift (skin friction):

Φ_s , Uplift (friction)	0.75		
Q_f , Skin Friction (kips)	777.5		
W_c (kips)	352.0		
W_w (kips)	0.0		
Uplift Design Strength (kips)	900.0	Factored Uplift (kips)	552.0

Uplift (cone):

Φ_s , Uplift (cone)	0.75		
$W_{s,cone}$ (kips)	25634.6		
$W_{w,cone}$ (kips)	0.0		
W_c (kips)	352.0		
$W_{w,cyl}$ (kips)	0.0		
Uplift Design Strength (kips)	19542.7	Factored Uplift (kips)	552.0

Tension:

Design Tensile Strength (kips)	1231.3	T_u (kips)	552.0
--------------------------------	--------	--------------	-------

Shear:

ϕ	0.75		
V_c (kips)	405.5		
V_s (kips)	113.1	$V_{s,max}$ (kips)	2225.6
ϕV_n (kips)	389.0	V_u (kips)	57.0

Anchor Bolt Pull-Out:

$N_{ua} / \phi N_n$	0.63	$V_{ua} / \phi V_n$	0.13
Rebar Development Length (in)	53.61	Required Length of Development (in)	34.08

Condition	1 is OK, 0 Fails
Download	1
Uplift	1
Area of Steel	1
Shear	1
Anchor Bolt Pull-Out	1
Interaction Diagram	1

EXHIBIT D
COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST

KY Public Service Commission

Master Utility Search

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

Utility ID	Utility Name	Address/City/Contact	Utility Type	Status
View				▼ Active ▼
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="button" value="Search"/>

	Utility ID	Utility Name	Utility Type	Class	City	State
View	4111300	2600Hz, Inc. dba ZSWITCH	Cellular	D	San Francisco	CA
View	4108300	Air Voice Wireless, LLC	Cellular	B	Bloomfield Hill	MI
View	4110650	Alliant Technologies of KY, L.L.C.	Cellular	D	Morristown	NJ
View	4111900	ALLNETAIR, INC.	Cellular	C	West Palm Beach	FL
View	44451184	Alltel Corporation d/b/a Verizon Wireless	Cellular	A	Lisle	IL
View	4110850	AltaWorx, LLC	Cellular	D	Fairhope	AL
View	4107800	American Broadband and Telecommunications Company	Cellular	D	Toledo	OH
View	4108650	AmeriMex Communications Corp.	Cellular	D	Dunedin	FL
View	4105100	AmeriVision Communications, Inc. d/b/a Affinity 4	Cellular	D	Virginia Beach	VA
View	4110700	Andrew David Balholm dba Norcell	Cellular	D	Buford	GA
View	4105700	Assurance Wireless USA, L.P.	Cellular	A	Atlanta	GA
View	4108600	BCN Telecom, Inc.	Cellular	D	Morristown	NJ
View	4106000	Best Buy Health, Inc. d/b/a GreatCall d/b/a Jitterbug	Cellular	A	San Diego	CA
View	4110550	Blue Casa Mobile, LLC	Cellular	D	Santa Barbara	CA
View	4111050	BlueBird Communications, LLC	Cellular	D	New York	NY
View	4202300	Bluegrass Wireless, LLC	Cellular	A	Elizabethtown	KY

View	4107600	Boomerang Wireless, LLC	Cellular	D	Hiawatha	IA
View	4105500	BullsEye Telecom, Inc.	Cellular	D	Southfield	MI
View	4100700	Cellco Partnership dba Verizon Wireless	Cellular	A	Basking Ridge	NJ
View	4111150	Comcast OTR1, LLC	Cellular	C	Phoeniexville	PA
View	4101900	Consumer Cellular, Incorporated	Cellular	A	Portland	OR
View	4106400	Credo Mobile, Inc.	Cellular	A	San Francisco	CA
View	4108850	Cricket Wireless, LLC	Cellular	A	San Antonio	TX
View	4111500	CSC Wireless, LLC d/b/a Altice Wireless	Cellular	D	Long Island City	NY
View	10640	Cumberland Cellular Partnership	Cellular	A	Elizabethtown	KY
View	4111650	DataBytes, Inc.	Cellular	D	Rogers	AR
View	4112000	DISH Wireless L.L.C.	Cellular	C	Englewood	CO
View	4111200	Dynalink Communications, Inc.	Cellular	C	Brooklyn	NY
View	4111800	Earthlink, LLC	Cellular	C	Atlanta	GA
View	4101000	East Kentucky Network, LLC dba Appalachian Wireless	Cellular	A	Ivel	KY
View	4002300	Easy Telephone Service Company dba Easy Wireless	Cellular	D	Ocala	FL
View	4109500	Enhanced Communications Group, LLC	Cellular	D	Bartlesville	OK
View	4110450	Excellus Communications, LLC	Cellular	D	Chattanooga	TN
View	4105900	Flash Wireless, LLC	Cellular	C	Concord	NC
View	4104800	France Telecom Corporate Solutions L.L.C.	Cellular	D	Oak Hill	VA
View	4111750	Gabb Wireless, Inc.	Cellular	D	Provo	UT
View	4109350	Global Connection Inc. of America	Cellular	D	Norcross	GA
View	4102200	Globalstar USA, LLC	Cellular	B	Covington	LA
View	4112050	GLOTELL US, Corp.	Cellular	C	Hallandale	FL
View	4109600	Google North America Inc.	Cellular	A	Mountain View	CA
View	33350363	Granite Telecommunications, LLC	Cellular	D	Quincy	MA
View	10630	GTE Wireless of the Midwest dba Verizon Wireless	Cellular	A	Basking Ridge	NJ
View	4111350	HELLO MOBILE TELECOM LLC	Cellular	D	Dania Beach	FL
View	4103100	i-Wireless, LLC	Cellular	B	Newport	KY
View	4109800	IM Telecom, LLC d/b/a Infiniti Mobile	Cellular	D	Dallas	TX
View	4111950	J Rhodes Enterprises LLC	Cellular	C	Gulf Breeze	FL
View	22215360	KDDI America, Inc.	Cellular	D	Staten Island	NY
View	10872	Kentucky RSA #1 Partnership	Cellular	A	Basking Ridge	NJ
View	10680	Kentucky RSA #3 Cellular General	Cellular	A	Elizabethtown	KY
View	10681	Kentucky RSA #4 Cellular	Cellular	A	Elizabethtown	KY

		General				
View	4109550	Kynect Communications, LLC	Cellular	D	Dallas	TX
View	4111250	Liberty Mobile Wireless, LLC	Cellular	D	Sunny Isles Beach	FL
View	4111400	Locus Telecommunications, LLC	Cellular	A	Fort Lee	NJ
View	4107300	Lycamobile USA, Inc.	Cellular	D	Newark	NJ
View	4108800	MetroPCS Michigan, LLC	Cellular	A	Bellevue	WA
View	4111700	Mint Mobile, LLC	Cellular	D	Costa Mesa	CA
View	4109650	Mitel Cloud Services, Inc.	Cellular	D	Mesa	AZ
View	4111850	Mobi, Inc.	Cellular	C	Honolulu	HI
View	4202400	New Cingular Wireless PCS, LLC dba AT&T Mobility, PCS	Cellular	A	San Antonio	TX
View	4000800	Nextel West Corporation	Cellular	D	Overland Park	KS
View	4001300	NPCR, Inc. dba Nextel Partners	Cellular	D	Overland Park	KS
View	4001800	OnStar, LLC	Cellular	A	Detroit	MI
View	4110750	Onvoy Spectrum, LLC	Cellular	D	Chicago	IL
View	4109050	Patriot Mobile LLC	Cellular	D	Irving	TX
View	4110250	Plintron Technologies USA LLC	Cellular	D	Bellevue	WA
View	33351182	PNG Telecommunications, Inc. dba PowerNet Global Communications	Cellular	D	Cincinnati	OH
View	4107700	Puretalk Holdings, LLC	Cellular	A	Covington	GA
View	4106700	Q Link Wireless, LLC	Cellular	A	Dania	FL
View	4108700	Ready Wireless, LLC	Cellular	C	Hiawatha	IA
View	4110500	Republic Wireless, Inc.	Cellular	A	Raleigh	NC
View	4106200	Rural Cellular Corporation	Cellular	A	Basking Ridge	NJ
View	4108550	Sage Telecom Communications, LLC dba TruConnect	Cellular	D	Los Angeles	CA
View	4109150	SelecTel, Inc. d/b/a SelecTel Wireless	Cellular	D	Fremont	NE
View	4110150	Spectrotel, Inc. d/b/a Touch Base Communications	Cellular	D	Neptune	NJ
View	4111450	Spectrum Mobile, LLC	Cellular	A	St. Louis	MO
View	4200100	Sprint Spectrum, L.P.	Cellular	A	Atlanta	GA
View	4200500	SprintCom, Inc.	Cellular	A	Atlanta	GA
View	4111600	STX Group LLC dba Twigby	Cellular	D	Murfreesboro	TN
View	4110200	T C Telephone LLC d/b/a Horizon Cellular	Cellular	D	Red Bluff	CA
View	4202200	T-Mobile Central, LLC dba T- Mobile	Cellular	A	Bellevue	WA
View	4002500	TAG Mobile, LLC	Cellular	D	Plano	TX
View	4109700	Telecom Management, Inc. dba Pioneer Telephone	Cellular	D	Portland	ME
View	4107200	Telefonica USA, Inc.	Cellular	D	Miami	FL
View	4108900	Telrite Corporation	Cellular	D	Covington	GA

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

EXHIBIT E
FAA



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2019-ASO-36276-OE

Issued Date: 12/26/2019

Lillian Alvarado
AT&T (Ia)
208 S. Akard St.
Dallas, TX 75202

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Antenna Tower Clayhole
Location: Jackson, KY
Latitude: 37-27-19.46N NAD 83
Longitude: 83-16-24.67W
Heights: 1276 feet site elevation (SE)
370 feet above ground level (AGL)
1646 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure would have no substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities. Therefore, pursuant to the authority delegated to me, it is hereby determined that the structure would not be a hazard to air navigation provided the following condition(s) is(are) met:

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 L Change 2, Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part 1)
 Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.

This determination expires on 06/26/2021 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is subject to review if an interested party files a petition that is received by the FAA on or before January 25, 2020. In the event a petition for review is filed, it must contain a full statement of the basis upon which it is made and be submitted to the Manager of the Airspace Policy Group. Petitions can be submitted via mail to Federal Aviation Administration, 800 Independence Ave, SW, Room 423, Washington, DC 20591, via email at OEPetitions@faa.gov, or via facsimile (202) 267-9328.

This determination becomes final on February 04, 2020 unless a petition is timely filed. In which case, this determination will not become final pending disposition of the petition. Interested parties will be notified of the grant of any review. For any questions regarding your petition, please contact Airspace Policy Group via telephone – 202-267-8783.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

This aeronautical study considered and analyzed the impact on existing and proposed arrival, departure, and en route procedures for aircraft operating under both visual flight rules and instrument flight rules; the impact on all existing and planned public-use airports, military airports and aeronautical facilities; and the cumulative impact resulting from the studied structure when combined with the impact of other existing or proposed

structures. The study disclosed that the described structure would have no substantial adverse effect on air navigation.

An account of the study findings, aeronautical objections received by the FAA during the study (if any), and the basis for the FAA's decision in this matter can be found on the following page(s).

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact Andrew Hollie, at (817) 222-5933, or andrew.hollie@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2019-ASO-36276-OE.

Signature Control No: 424751233-426102770

(DNH)

Mike Helvey

Manager, Obstruction Evaluation Group

Attachment(s)

Additional Information

Case Description

Frequency Data

Map(s)

cc: FCC

Abbreviations

AGL - Above Ground Level AMSL - Above Mean Sea Level nm - nautical mile

RWY - Runway

Part 77 - Title 14 CFR Part 77, Safe, Efficient Use and Preservation of the Navigable Airspace

Our study has disclosed that this proposed antenna tower located approximately 4.12 nm north, is within the protected surfaces at Wendell H Ford Airport (CPF), KY.

At the proposed height, this structure will penetrate these protected airport surfaces:

> 77.17 (a)(2) A height that is 200 feet AGL, or above the established airport elevation, whichever is higher, within 3 nautical miles of the established reference point of an airport with its longest runway more than 3,200 feet in actual length, and that height increases in the proportion of 100 feet for each additional nautical mile from the airport up to a maximum of 499 feet. Exceeds by 59 feet.

> The proposed structure would lie within the TPA exceeding RWY 06/24 climb and descent for CAT D aircraft by 40 feet.

**Note: Aircraft categories are based on approach speed, CAT A = less than 91 knots, CAT B = 91- 120 knots, CAT C = 121-140 knots, CAT D = 141-165 knots, CAT E 165 + knots.

**Part 77 obstruction standards are used to screen the many proposals submitted in order to identify those which warrant further aeronautical study. This study is conducted in order to determine if the proposal would have a significant adverse effect on protected aeronautical operations and airspace. While Part 77 obstruction standards trigger formal aeronautical study, including public circularization, these obstruction standards do not constitute absolute or arbitrary criteria for identification of hazards to air navigation. Accordingly, the fact that a proposed structure exceeds certain obstruction standards of Part 77 is in itself not sufficient grounds for issuance of a determination of hazard to air navigation.

The proposal was not circularized for public comment because current FAA obstruction evaluation policy exempts from circularization of proposals which exceed the above cited obstruction standard, and does NOT penetrate the airport TPA. However, the proposal is within the lateral and vertical boundaries of the CAT D aircraft TPA for RWY 06/24, which is large jet and military aircraft. CPF has two runway's but the runway in question RWY 06/24 is 3246x60 and cannot accommodate CAT D aircraft.

AERONAUTICAL STUDY FOR POSSIBLE INSTRUMENT FLIGHT RULES (IFR) EFFECT DISCLOSED THE FOLLOWING:

> The proposed structure would have no effect on any existing or proposed IFR arrival/departure routes, operations, or procedures.

> The proposed structure would have no effect on any existing or proposed IFR en route routes, operations, or procedures.

> The proposed structure would have no effect on any existing or proposed IFR minimum flight altitudes.

AERONAUTICAL STUDY FOR POSSIBLE VISUAL FLIGHT RULES (VFR) EFFECT DISCLOSED THE FOLLOWING:

- > The proposed structure would have no effect on any existing or proposed VFR arrival or departure routes, operations or procedures.
- > The proposed structure would not conflict with airspace required to conduct normal VFR traffic pattern operations at any known public use or military airports.
- > The proposed structure would not penetrate those altitudes normally considered available to airmen for VFR en route flight.

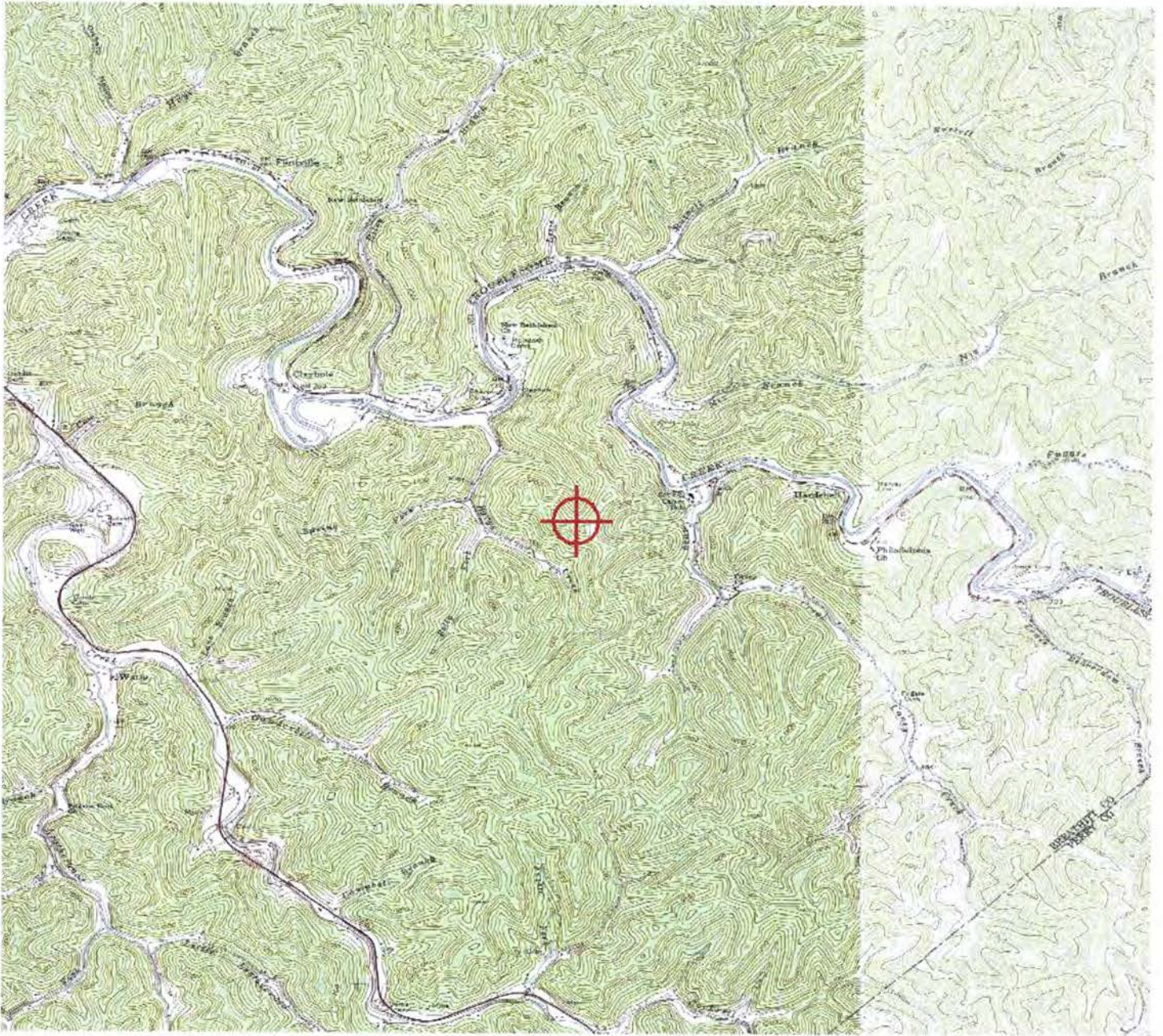
The cumulative impact of the proposed structure, when combined with other existing structures is not considered significant. Study did not disclose any adverse effect on existing or proposed public-use or military airports or navigational facilities. Nor would the proposal affect the capacity of any known existing or planned public-use or military airport.

Therefore, it is determined that the proposed construction would not have a substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on any air navigation facility and would not be a hazard to air navigation.

Applicant files for new construction of a proposed Antenna Tower with an overall height of 370'

Frequency Data for ASN 2019-ASO-36276-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W



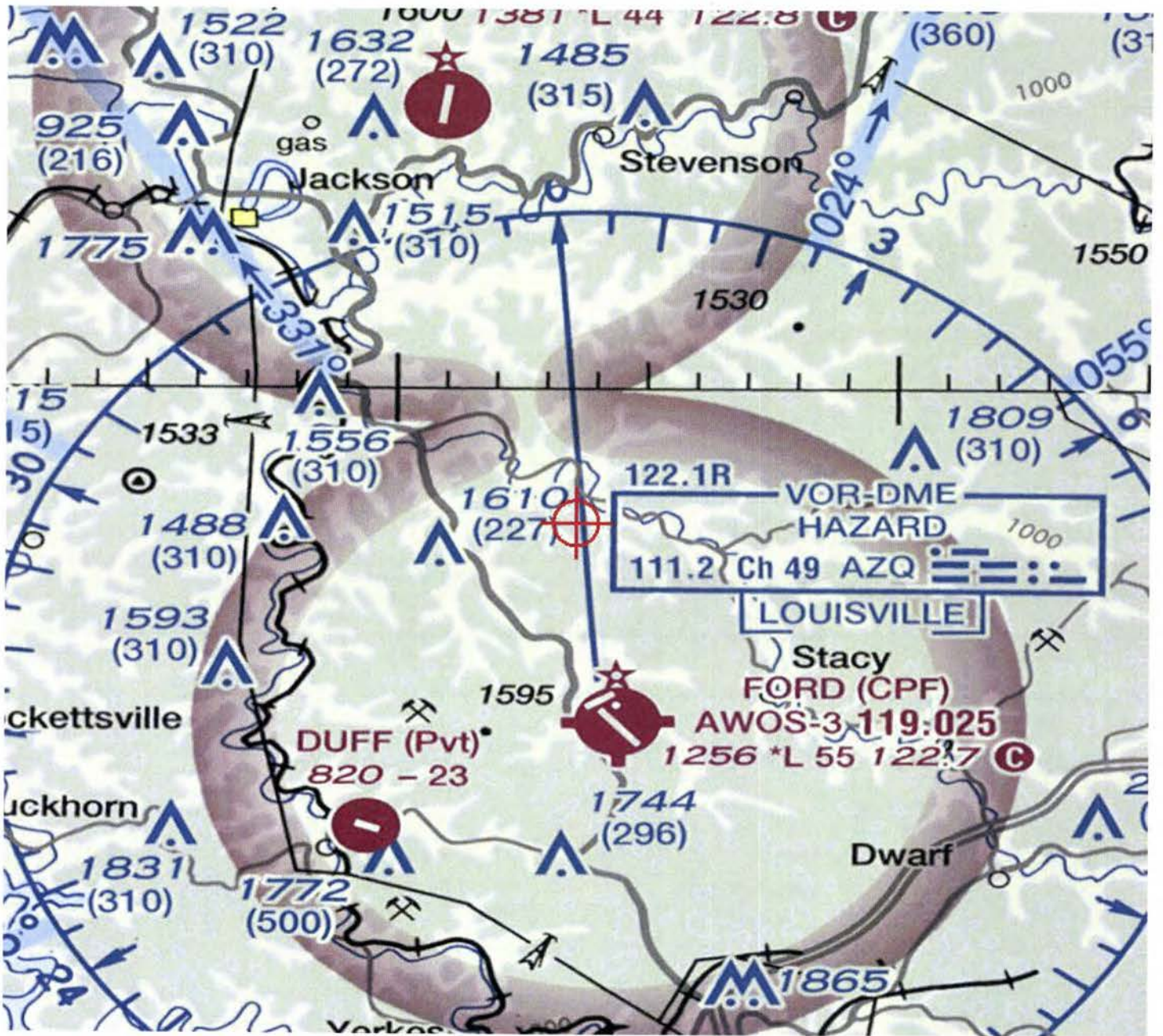


EXHIBIT F
KENTUCKY AIRPORT ZONING COMMISSION



KENTUCKY AIRPORT ZONING COMMISSION

Andy Beshear
Governor

421 Buttermilk Pike
Covington, KY 41017
www.transportation.ky.gov
859-341-2700

March 9, 2020

APPROVAL OF APPLICATION

APPLICANT:

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

SUBJECT: AS-013-CPF-2020-015

STRUCTURE: Antenna Tower
LOCATION: Jackson, KY
COORDINATES: 37° 27' 19.46" N / 83° 16' 24.67" W
HEIGHT: 370' AGL/1646' AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct 370' AGL/ 1646' AMSL Antenna Tower near Jackson, KY 37° 27' 19.46" N / 83° 16' 24.67" W.

This permit is valid for a period of 18 Month(s) from its date of issuance. If construction is not completed within said 18-Month period, this permit shall lapse and be void, and no work shall be performed without the issuance of a new permit.

Medium Dual Obstruction Lighting is required.

A handwritten signature in cursive script that reads "John Houlihan".

John Houlihan
Administrator



An Equal Opportunity Employer M/F/D

EXHIBIT G
GEOTECHNICAL REPORT



September 14, 2020

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

Subject: Geotechnical Study
Site Name: Clayhole (13800698)
Site Address: 0 Barge Clayhole, Jackson, KY 41339, Breathitt County
Coordinates: N37° 27' 19.46", W83° 16' 24.67"
POD Project No. 20-69102

Dear Ms. Ward:

Power of Design (POD) was authorized in September 2020 to complete the Geotechnical Study for the subject Property. We utilized the survey of the subject Property dated April 28, 2020. The Property is located on a forested hillside with bat trees east of Barge Creek Road. The Property includes a proposed 10,000 square foot lease area located on a hill with a proposed approximate 3,132-foot long by 30-foot wide access/utility easement. The proposed easement would extend in a western to northeastern direction off an existing gravel drive to the proposed lease area.

Due to existing trees, including bat trees, and grading required, it would not be possible for a geotechnical drill rig to access the center of the lease area. In order to complete the requested Geotechnical Investigation, extensive tree-clearing, including bat trees, and grading would be necessary.

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

Cordially,


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





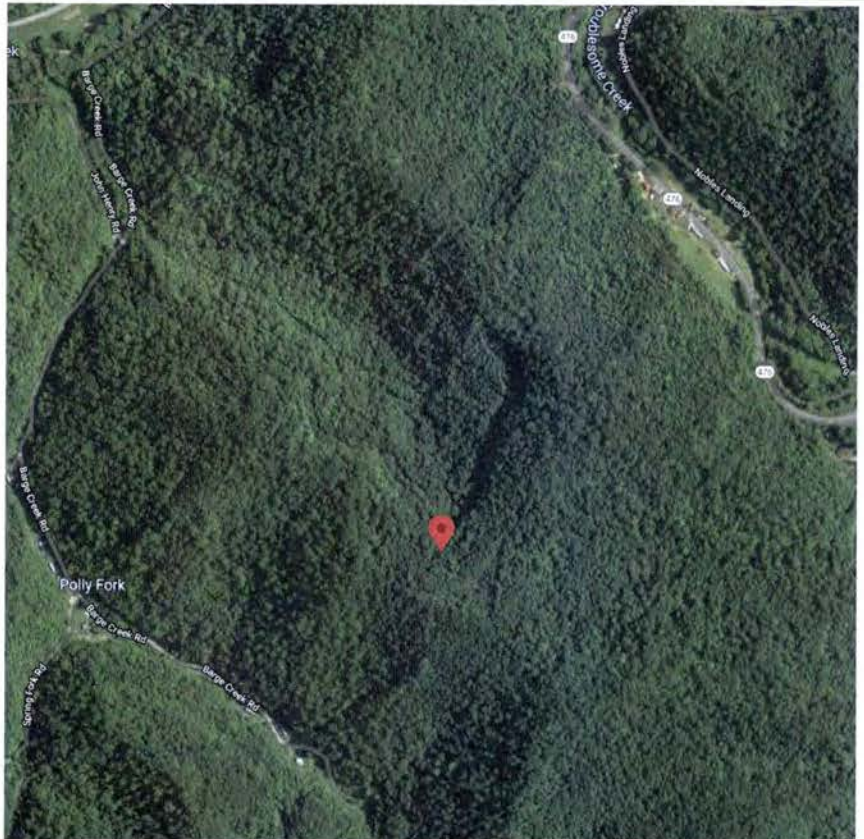
Geotechnical Study

Site Name: Clayhole
13800698

Site Address: 0 Barge Clayhole
Jackson, KY
Breathitt County

Coordinates: N37°27' 19.46"
W83° 16' 24.67"

POD Project No.: 20-69102



SUBMITTED TO:

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

PREPARED BY:

Power of Design
11490 Bluegrass Parkway
Louisville, KY 40299



September 14, 2020

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

Re: Subject: **Geotechnical Study**
 Site Name: Clayhole (13800698)
 Site Address: 0 Barge Clayhole
 Jackson, KY
 Breathitt County
 Coordinates: N37° 27' 19.46", W83° 16' 24.67"
 POD Project No. 20-69102

Dear Ms. Ward:

Power of Design (POD) is pleased to submit this report of our Geotechnical Study for the proposed project. Our services were provided as authorized electronically on September 3, 2020.

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

Purpose and Scope of Work

The purpose of this effort was to evaluate the likely site conditions to inform foundation design recommendations. A final Geotechnical Investigation including borings should be conducted for the proposed tower.

Project Information

POD provided a survey dated 04/28/20 of the Property. The Property is located on a forested hillside north of Kentucky Highway 378. We understand that plans call for a new 355-foot tall self-support tower with a 15' lightning arrestor on the site, approximately as shown on Figure 1.



Estimated Site and Subsurface Conditions

The topography leading up to the proposed compound varies from flat to steep slopes. The elevation at the proposed tower location is approximately 1276 feet AMSL.

The soil survey shows the Matewan-Marrowbone-Latham complex (DmE) and Fairpoint and Bethesda soils (FbE) soil types for the proposed tower location. A description of these soil types is attached. In summary, the general soil profile description includes slightly decomposed plant material to a depth of approximately 1 inch, channery fine sandy loam to a depth of approximately 7 inches, very channery fine sandy loam to a depth of approximately 21 inches, extremely channery to extremely flaggy fine sandy loam to a depth of approximately 36 inches, with rock being at approximately 3 feet.

Recommendations

Based on the anticipated shallow rock, the tower will likely be supported on a mat foundation system. Groundwater should likely not be encountered in the foundation excavation. Assuming solid rock at the tower foundation bearing level, a nominal bearing pressure of about 30 kips per square foot is likely appropriate.

We appreciate the opportunity to be of service.

Cordially,

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

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

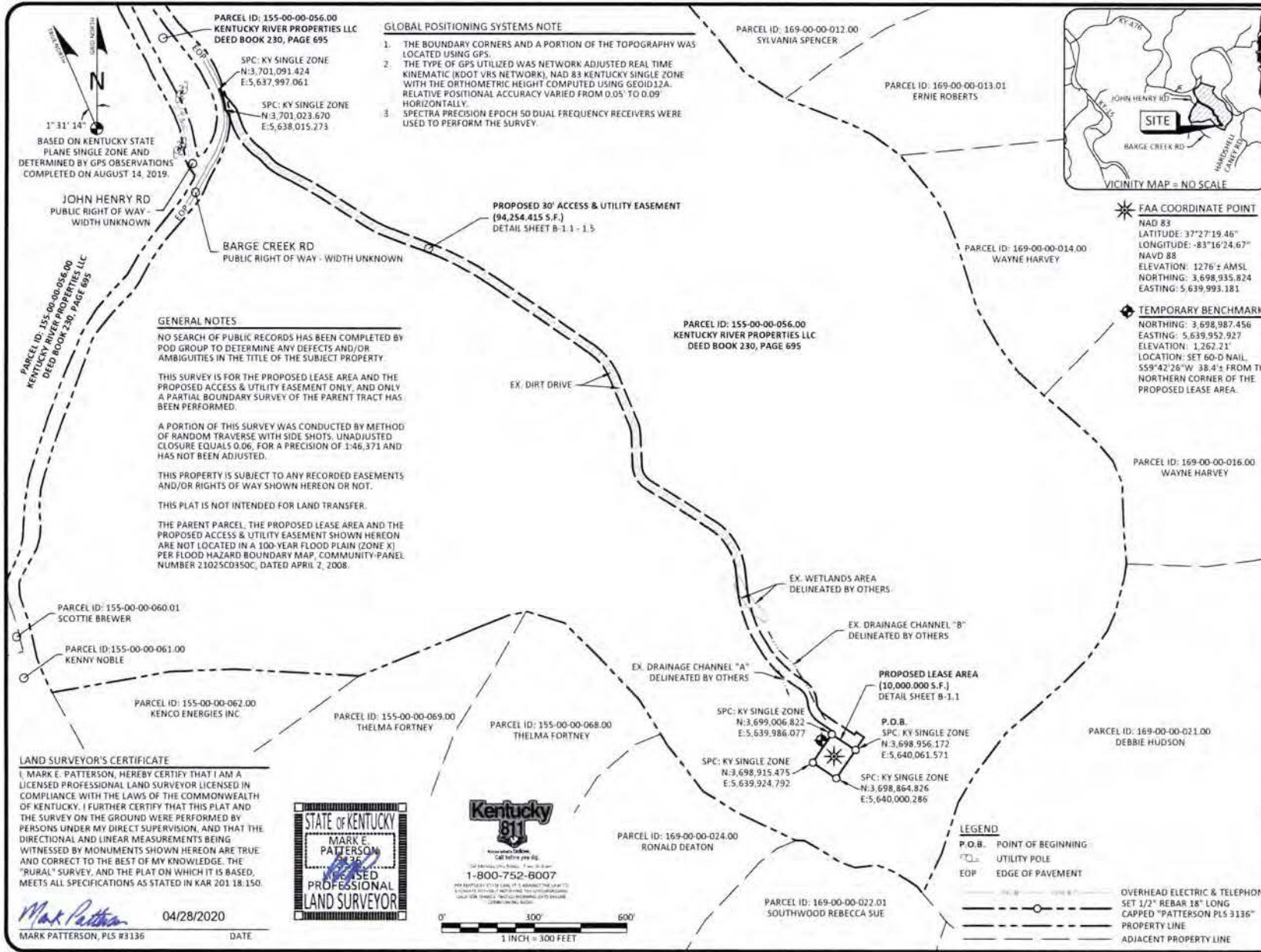


Appendix A Figure 1 - Topographic Map and Site Survey
Appendix B Soil Survey and Soil Descriptions



APPENDIX A

Topographic Map and Site Survey



PREPARED BY: **POD**
 POWER & OIL
 1840 BULLCROSS PARKWAY
 LOUISVILLE, KY 40205
 502.417.5252

PREPARED FOR: **MasTec**

PREPARED FOR: **at&t**

REVISION		
REV	DATE	DESCRIPTION
A	8.30.19	PRELIM ISSUE W/ TITLE
D	9.23.19	ISSUED AS FINAL
I	4.8.20	BAT TREES / WETLANDS
F	4.28.20	CHANNEL "A" AND "B"

SITE INFORMATION:

CLAYHOLE
 0 BARGE CLAYHOLE
 JACKSON, KY 41339
 BREATHITT COUNTY

TAX PARCEL NUMBER:
 155-00-00-056.00

PROPERTY OWNER:
 KENTUCKY RIVER PROPERTIES LLC
 P.O. BOX 269
 HAZARD, KY 41702

SOURCE OF TITLE:
 DEED BOOK 230, PAGE 695

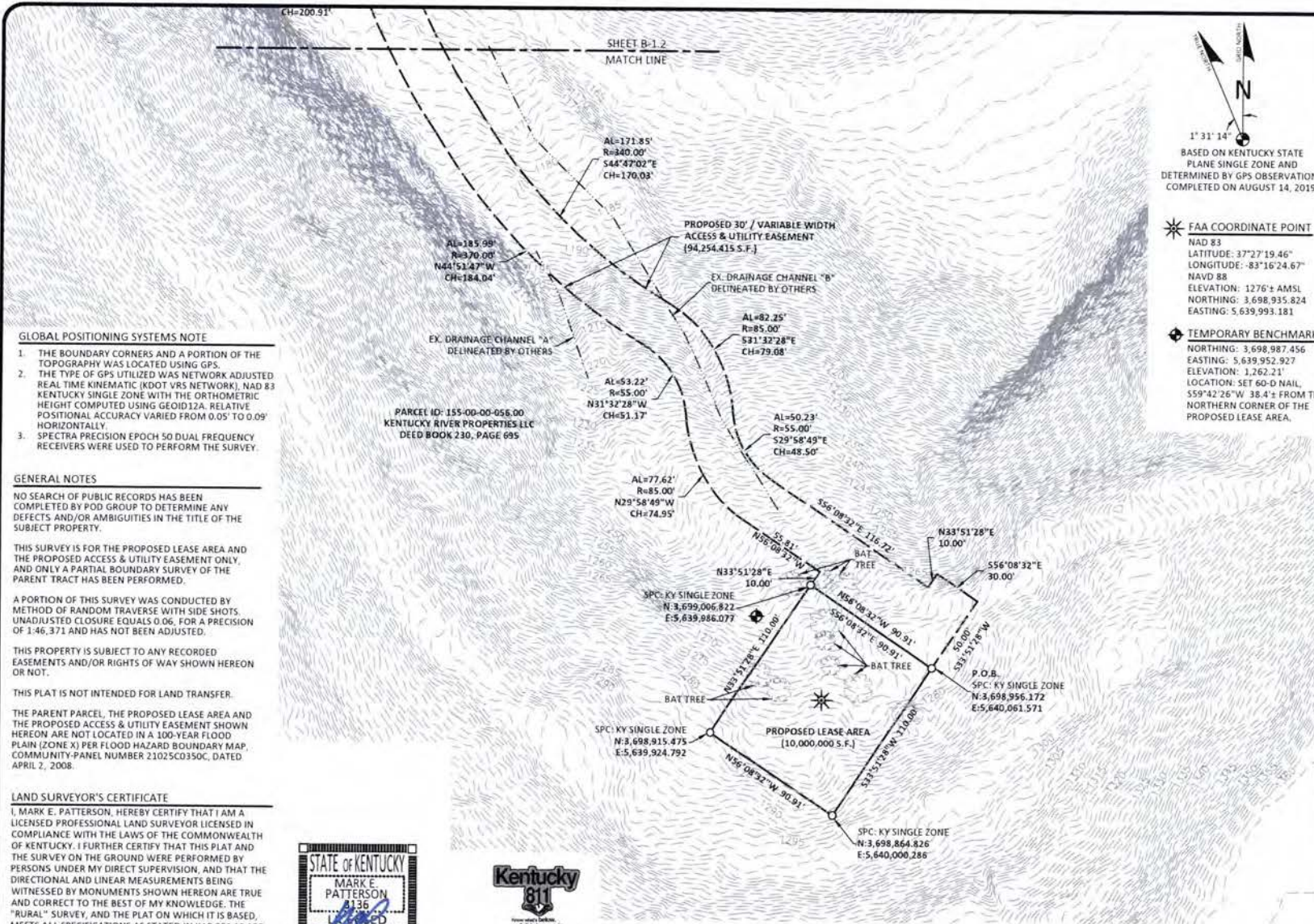
SITE NUMBER:

POD NUMBER: 18-29369

DRAWN BY: JRS
 CHECKED BY: MEP
 SURVEY DATE: 8.14.19
 PLAT DATE: 8.30.19

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

SHEET NUMBER: (8 pages)
B-1



GLOBAL POSITIONING SYSTEMS NOTE

1. THE BOUNDARY CORNERS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.05' TO 0.09' HORIZONTALLY.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

GENERAL NOTES

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

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

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.06, FOR A PRECISION OF 1:46,371 AND HAS NOT BEEN ADJUSTED.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21025C0350C, DATED APRIL 2, 2008.

LAND SURVEYOR'S CERTIFICATE

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

Mark Patterson
 MARK PATTERSON, PLS #3136
 04/28/2020
 DATE



LEGEND

P.O.B. POINT OF BEGINNING

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

1" 31' 14"

BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON AUGUST 14, 2019.

✳️ **FAA COORDINATE POINT**
 NAD 83
 LATITUDE: 37°27'19.46"
 LONGITUDE: -83°16'24.67"
 NAVD 88
 ELEVATION: 1276± AMSL
 NORTHING: 3,698,935.824
 EASTING: 5,639,993.181

⊕ **TEMPORARY BENCHMARK**
 NORTHING: 3,698,987.456
 EASTING: 5,639,952.927
 ELEVATION: 1,262.21'
 LOCATION: SET 60-D NAIL, 559°42'26" W 38.4' FROM THE NORTHERN CORNER OF THE PROPOSED LEASE AREA.

PREPARED BY:

 11400 BLUEGRASS PARKWAY
 LOUISVILLE, KY 40299
 502-437-5952

PREPARED FOR:

PREPARED FOR:

REVISION

REV.	DATE	DESCRIPTION
A	8.30.19	PRELIM ISSUE W/ TITLE
D	9.23.19	ISSUED AS FINAL
1	4.3.20	BAT TREES / WETLANDS
2	4.28.20	CHANNEL "A" AND "B"

SITE INFORMATION:

CLAYHOLE
 0 BARGE CLAYHOLE
 JACKSON, KY 41339
 BREATHTOWN COUNTY

TAX PARCEL NUMBER:
 155-00-00-056-00

PROPERTY OWNER:
 KENTUCKY RIVER PROPERTIES LLC
 P.O. BOX 269
 HAZARD, KY 41702

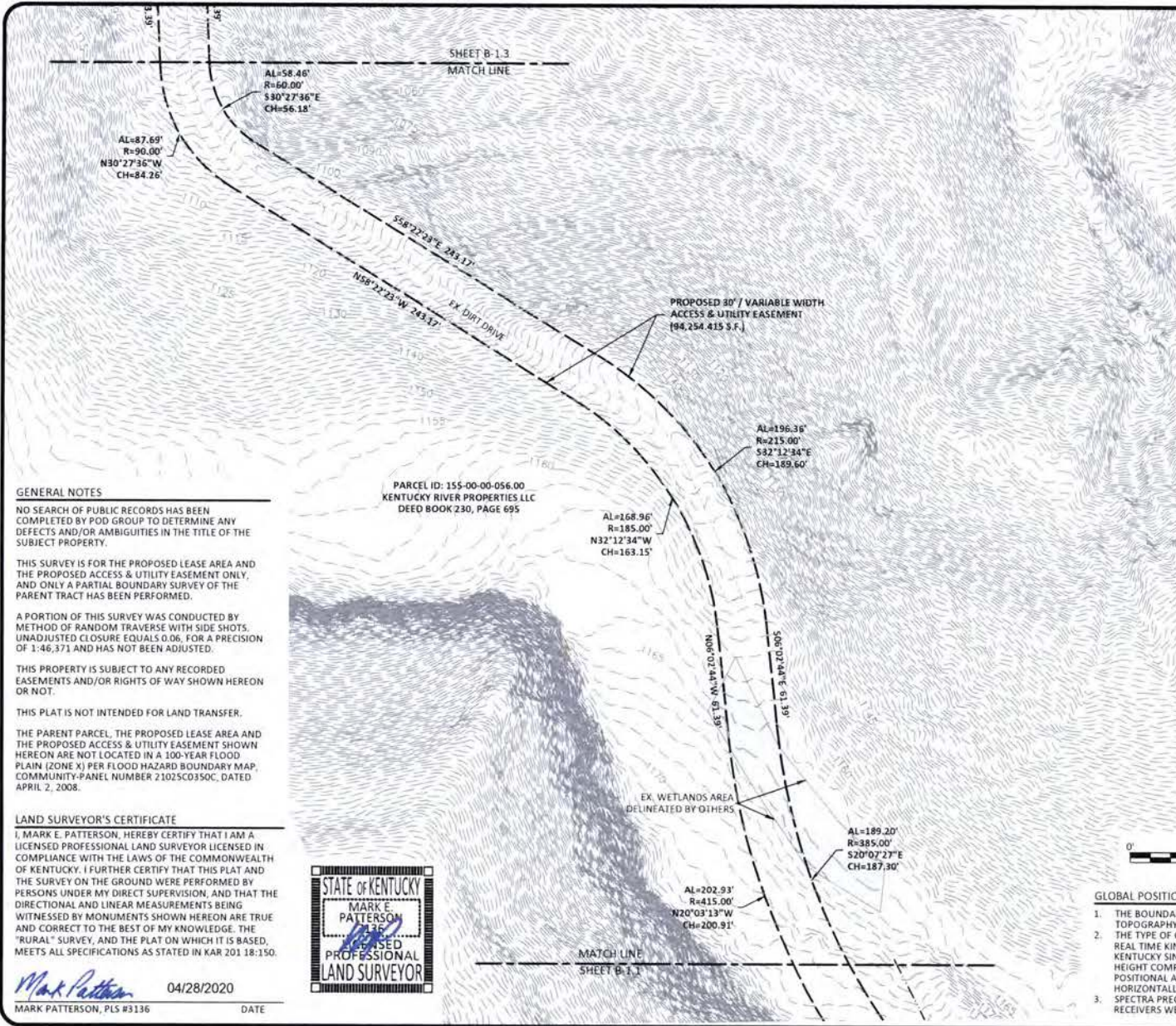
SOURCE OF TITLE:
 DEED BOOK 230, PAGE 695

SITE NUMBER:

POD NUMBER: 18-29369
DRAWN BY: JRS
CHECKED BY: MEP
SURVEY DATE: 8.14.19
PLAT DATE: 8.30.19

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

SHEET NUMBER: (8 pages)
B-1.1



1° 31' 14"

 BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON AUGUST 14, 2019.

FAA COORDINATE POINT

 NAD 83

 LATITUDE: 37°27'19.46"

 LONGITUDE: -83°16'24.67"

 NAVD 88

 ELEVATION: 1276'± AMSL

 NORTHING: 3,698,935.824

 EASTING: 5,639,993.181

TEMPORARY BENCHMARK

 NORTHING: 3,698,987.456

 EASTING: 5,639,952.927

 ELEVATION: 1,262.21'

 LOCATION: SET 60-D NAIL, 559'42.26"W 38.4'± FROM THE NORTHERN CORNER OF THE PROPOSED LEASE AREA.

GENERAL NOTES

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

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

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.06, FOR A PRECISION OF 1:46,371 AND HAS NOT BEEN ADJUSTED.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 2102SC030C, DATED APRIL 2, 2008.

LAND SURVEYOR'S CERTIFICATE

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

04/28/2020

 MARK PATTERSON, PLS #3136

 DATE



PREPARED BY:

 31400 BLUEGRASS PARKWAY

 LOUISVILLE, KY 40299

 502-417-9252

PREPARED FOR:

PREPARED FOR:

REVISION		
REV	DATE	DESCRIPTION
A	8.30.19	PRELIM ISSUE W/ TITLE
D	9.23.19	ISSUED AS FINAL
1	4.3.20	BAT TREES / WETLANDS
2	4.28.20	CHANNEL "A" AND "B"

SITE INFORMATION:

 CLAYHOLE

 0 BARGE CLAYHOLE

 JACKSON, KY 41339

 BREATHITT COUNTY

 TAX PARCEL NUMBER:

 155-00-00-056.00

 PROPERTY OWNER:

 KENTUCKY RIVER PROPERTIES LLC

 P.O. BOX 269

 HAZARD, KY 41702

 SOURCE OF TITLE:

 DEED BOOK 230, PAGE 695

SITE NUMBER:

POD NUMBER: 18-29369

 DRAWN BY: JRS

 CHECKED BY: MEP

 SURVEY DATE: 8.14.19

 PLAT DATE: 8.30.19

SHEET TITLE:

SITE SURVEY

 THIS DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL

SHEET NUMBER: (8 pages)

B-1.2

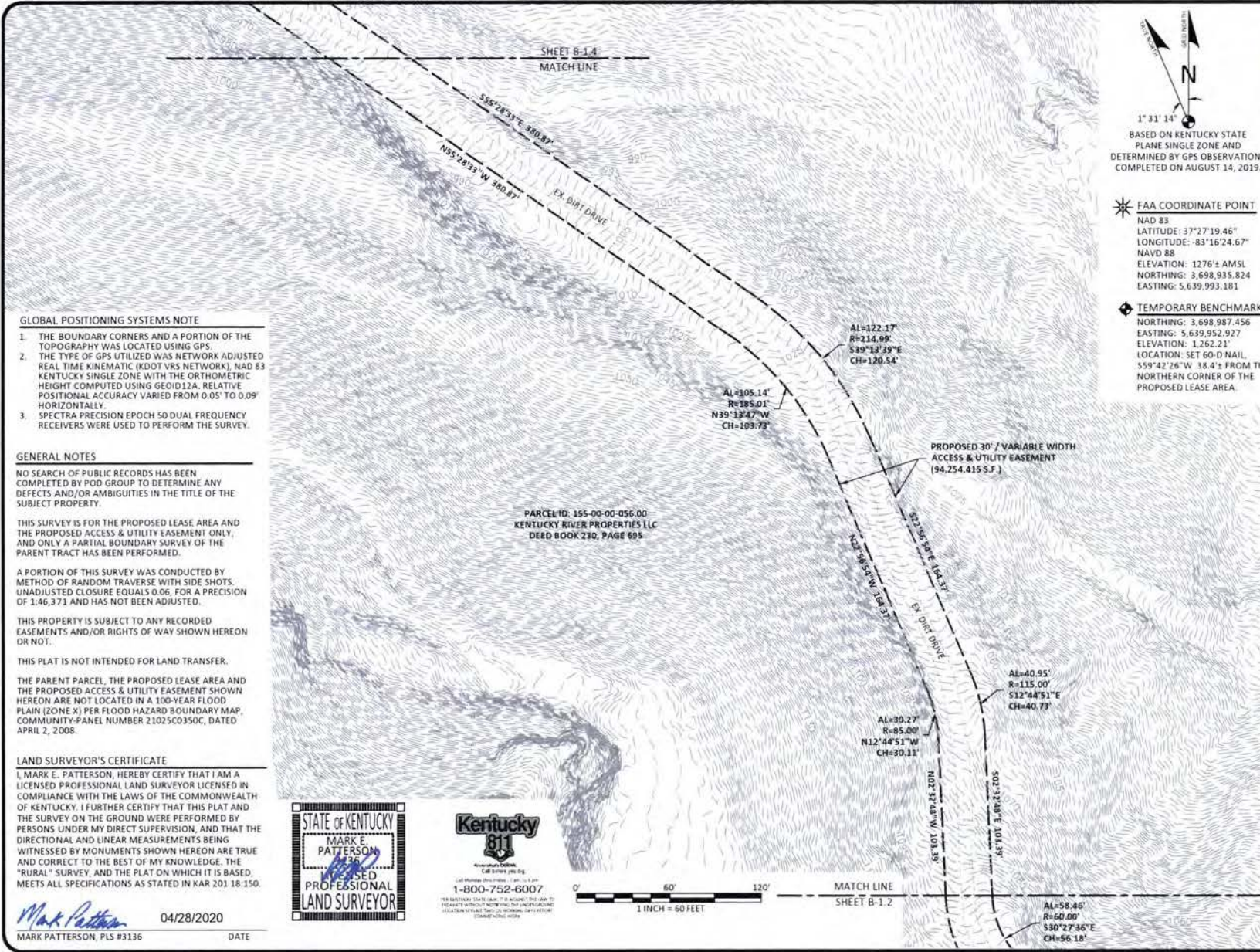
1 INCH = 60 FEET

GLOBAL POSITIONING SYSTEMS NOTE

 1. THE BOUNDARY CORNERS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.

 2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.05' TO 0.09' HORIZONTALLY.

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



1° 31' 14"

BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON AUGUST 14, 2019.

✳️ **FAA COORDINATE POINT**
 NAD 83
 LATITUDE: 37°27'19.46"
 LONGITUDE: -83°16'24.67"
 NAVD 88
 ELEVATION: 1276± AMSL
 NORTHING: 3,698,935.824
 EASTING: 5,639,993.181

✳️ **TEMPORARY BENCHMARK**
 NORTHING: 3,698,987.456
 EASTING: 5,639,952.927
 ELEVATION: 1,262.21'
 LOCATION: SET 60-D NAIL
 559°42'26" W 38.4± FROM THE NORTHERN CORNER OF THE PROPOSED LEASE AREA.

PREPARED BY:

 11409 BLUEGRASS PARKWAY
 LOUISVILLE, KY 40299
 502-877-5252

PREPARED FOR:

PREPARED FOR:

GLOBAL POSITIONING SYSTEMS NOTE

1. THE BOUNDARY CORNERS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (NDOT VRS NETWORK). NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.05' TO 0.09' HORIZONTALLY.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

GENERAL NOTES

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

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

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.06, FOR A PRECISION OF 1:46,371 AND HAS NOT BEEN ADJUSTED.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21025C0350C, DATED APRIL 2, 2008.

LAND SURVEYOR'S CERTIFICATE

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

04/28/2020 DATE
 MARK PATTERSON, PLS #3136



Kentucky 811
 Kentucky's Official Call Before You Dig
 1-800-752-6007
FOR BOTTLED WATER CALL 1-800-752-6007. THE JOB IS NEARLY COMPLETE. NOTIFY THE OPERATOR. (DANGER) (NOISE) (DANGER) (NOISE)



REVISION

REV.	DATE	DESCRIPTION
A	8.30.19	PRELIM ISSUE W/ TITLE
0	9.23.19	ISSUED AS FINAL
1	4.3.20	BAT TREES / WETLANDS
2	4.28.20	CHANNEL "A" AND "B"

SITE INFORMATION:

CLAYHOLE
 0 BARGE CLAYHOLE
 JACKSON, KY 41339
 BREATHTITT COUNTY

TAX PARCEL NUMBER:
 155-00-00-056-00

PROPERTY OWNER:
 KENTUCKY RIVER PROPERTIES LLC
 P.O. BOX 269
 HAZARD, KY 41702

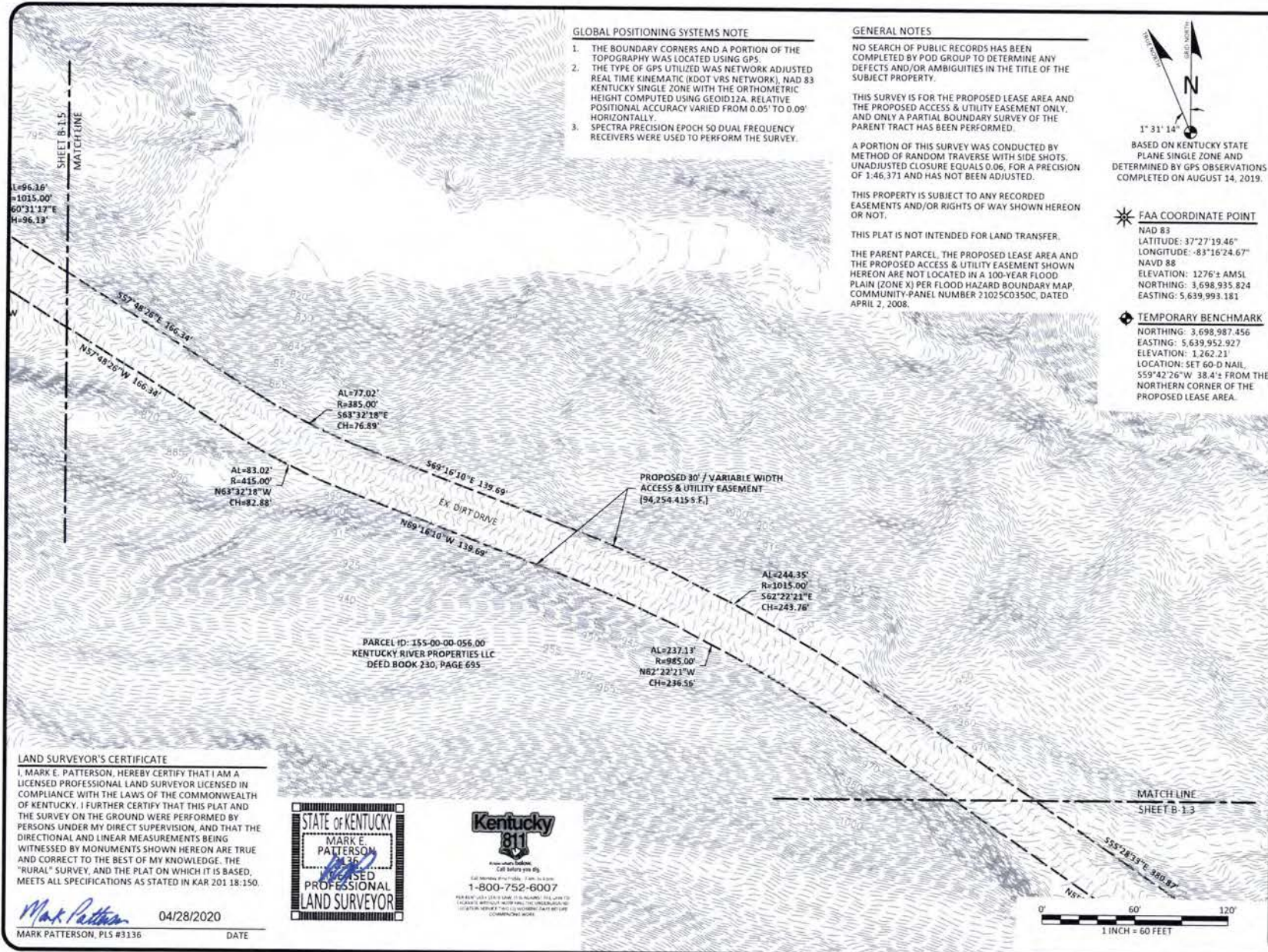
SOURCE OF TITLE:
 DEED BOOK 230, PAGE 695

SITE NUMBER:

POD NUMBER: 18-29369
 DRAWN BY: JRS
 CHECKED BY: MEP
 SURVEY DATE: 8.14.19
 PLAT DATE: 8.30.19

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

SHEET NUMBER: (8 pages)
B-1.3



PREPARED BY:

 11800 BELLEGLASS PARKWAY
 LOUISVILLE, KY 40299
 502.437.9792

PREPARED FOR:

PREPARED FOR:

REVISION		
REV	DATE	DESCRIPTION
A	8.30.19	PRELIM ISSUE W/ TITLE
0	9.23.19	ISSUED AS FINAL
1	4.3.20	BAT TREES / WETLANDS
2	4.28.20	CHANNEL "A" AND "B"

SITE INFORMATION:

CLAYHOLE
 0 BARGE CLAYHOLE
 JACKSON, KY 41339
 BREATHITT COUNTY

TAX PARCEL NUMBER:
 155-00-00-056.00

PROPERTY OWNER:
 KENTUCKY RIVER PROPERTIES LLC
 P.O. BOX 269
 HAZARD, KY 41702

SOURCE OF TITLE:
 DEED BOOK 230, PAGE 695

SITE NUMBER:

POD NUMBER: 18-29369
DRAWN BY: JRS
CHECKED BY: MEP
SURVEY DATE: 8.14.19
PLAT DATE: 8.30.19

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

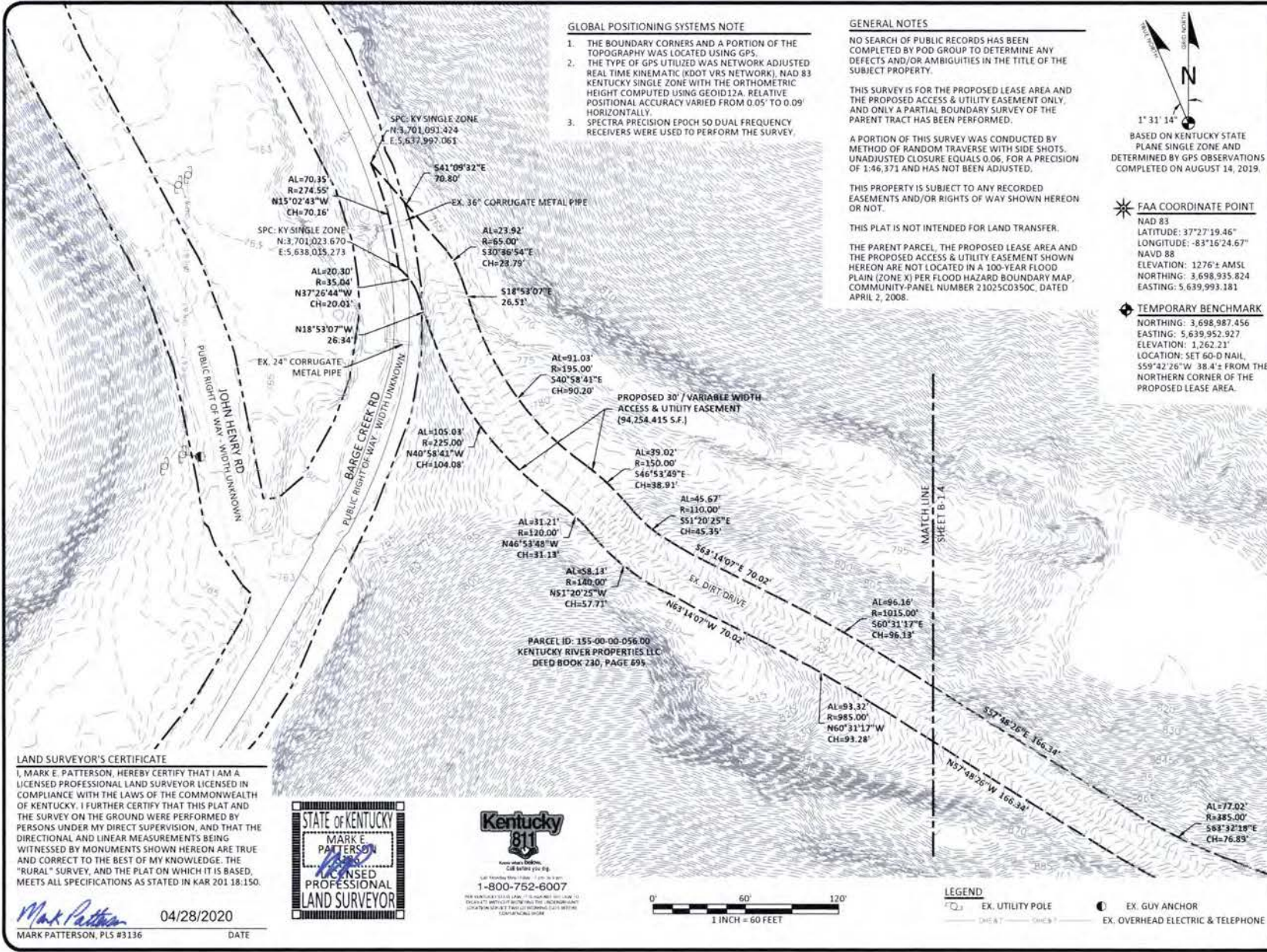
SHEET NUMBER: (8 pages)
B-1.4

LAND SURVEYOR'S CERTIFICATE

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

Mark Patterson
 04/28/2020
 MARK PATTERSON, PLS #3136 DATE





PREPARED BY:

 11400 BELLEGRAND PARKWAY
 LOUISVILLE, KY 40299
 502.437.5252

PREPARED FOR:

PREPARED FOR:

REVISION

REV	DATE	DESCRIPTION
A	8.30.19	PRELIM ISSUE W/ TITLE
D	9.23.19	ISSUED AS FINAL
1	4.3.20	BAT TREES / WETLANDS
2	4.28.20	CHANNEL "A" AND "B"

SITE INFORMATION:

CLAYHOLE
 0 BARGE CLAYHOLE
 JACKSON, KY 41339
 BREATHITT COUNTY

TAX PARCEL NUMBER:
 155-00-00-056-00

PROPERTY OWNER:
 KENTUCKY RIVER PROPERTIES LLC
 P.O. BOX 269
 HAZARD, KY 41702

SOURCE OF TITLE:
 DEED BOOK 230, PAGE 695

SITE NUMBER:

POD NUMBER: 18-29569

DRAWN BY: JRS
CHECKED BY: MEP
SURVEY DATE: 8.14.19
PLAT DATE: 8.30.19

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

SHEET NUMBER: (8 pages)
B-1.5

LEGAL DESCRIPTIONS

PARENT PARCEL, LEGAL DESCRIPTION, DEED BOOK 230 PAGE 695 (NOT FIELD SURVEYED)

LYING AND BEING ON THE WATERS OF BARGE BRANCH OF TROUBLESOME CREEK BREATHTIT COUNTY, KENTUCKY, AND BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS

TRACT 1: BEGINNING AT THE MOUTH OF THE COAL HOLLOW ON THE SOUTH BANK OF TROUBLESOME CREEK A SHORT DISTANCE ABOVE WHERE A. A. COMBS NOW LIVES... TRACT 2: LOCATED ON BARGE BRANCH OF TROUBLESOME CREEK, BEGINNING ON THE BRANCH OPPOSITE TWO WHITE WALNUTS STANDING ON THE BANK OF THE POLLY SOUTHWOOD FORK OF TROUBLESOME CREEK...

TRACT 1: BEGINNING AT THE MOUTH OF THE COAL HOLLOW ON THE SOUTH BANK OF TROUBLESOME CREEK A SHORT DISTANCE ABOVE WHERE A. A. COMBS NOW LIVES... TRACT 2: LOCATED ON BARGE BRANCH OF TROUBLESOME CREEK, BEGINNING ON THE BRANCH OPPOSITE TWO WHITE WALNUTS STANDING ON THE BANK OF THE POLLY SOUTHWOOD FORK OF TROUBLESOME CREEK...

THERE IS EXCEPTED FROM TRACT ONE IN THIS DEED AND THIS DEED DOES NOT INCLUDE OR CONVEY THE FOLLOWING PROPERTY: EXCLUSION NO. 1- THAT CERTAIN SURFACE TRACT CONVEYED BY DEED FROM JULIA T. ALLEN, ET AL. TO LOGAN COMBS, ET AL. DATED JULY 31, 1940...

EXCLUSION NO. 2- THE GEORGE ALLEN HOMEPLACE LOCATED ON THE NORTH SIDE OF TROUBLESOME CREEK BETWEEN TROUBLESOME CREEK AND KENTUCKY HIGHWAY 476 ACROSS FROM THE OLD CLAYHOLE POST OFFICE

TRACTS ONE AND TWO BEING ALL THE SAME PROPERTY ACQUIRED BY GEORGE ALLEN FROM CONTINENTAL REALTY COMPANY BY DEED DATED OCTOBER 7, 1932, AND RECORDED IN DEED BOOK 69, PAGE 232. THE SAID GEORGE ALLEN, A/K/A GEORGE ALLEN, JR. DIED TESTATE ON OR ABOUT MAY 22, 1955...

IT IS THE INTENTION OF THE PARTIES THAT THIS DEED CONVEY ALL OF THE PROPERTY AND ANY INTEREST THEREIN OWNED BY THE GRANTERS ON THE SOUTH SIDE OF TROUBLESOME CREEK ON OR NEAR THE WATERS OF BARGE BRANCH OF TROUBLESOME CREEK, BREATHTIT COUNTY, KENTUCKY, BY DEED OR POSSESSION...

PROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO KENTUCKY RIVER PROPERTIES LLC AS RECORDED IN THE CLERKS OFFICE OF BREATHTIT COUNTY, KENTUCKY IN DEED BOOK 230, PAGE 695, PARCEL ID: 155-00-00-056-00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK, COMPLETED ON AUGUST 14, 2019.

BEGINNING AT A SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC", IN THE EASTERN CORNER OF THE PROPOSED LEASE AREA, SAID REBAR HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N 3 698 956.172, E 5 640 061.571...

PROPOSED 30' ACCESS & UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' ACCESS & UTILITY EASEMENT TO BE LEASED FROM THE PROPERTY CONVEYED TO KENTUCKY RIVER PROPERTIES LLC AS RECORDED IN THE CLERKS OFFICE OF BREATHTIT COUNTY, KENTUCKY IN DEED BOOK 230, PAGE 695, PARCEL ID: 155-00-00-056-00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK, COMPLETED ON AUGUST 14, 2019.

BEGINNING AT A SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC", IN THE EASTERN CORNER OF THE PROPOSED LEASE AREA, SAID REBAR HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N 3 698 956.172, E 5 640 061.571... THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' ACCESS & UTILITY EASEMENT TO BE LEASED FROM THE PROPERTY CONVEYED TO KENTUCKY RIVER PROPERTIES LLC AS RECORDED IN THE CLERKS OFFICE OF BREATHTIT COUNTY, KENTUCKY IN DEED BOOK 230, PAGE 695, PARCEL ID: 155-00-00-056-00...

LAND SURVEYOR'S CERTIFICATE

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



Mark Patterson
MARK PATTERSON, PLS #13136

04/28/2020

DATE



REVISION table with columns: REV, DATE, DESCRIPTION. Includes entries for PRELIM ISSUE, RAT TREES / WETLANDS, and CHANNEL 'A' AND 'B'.

SITE INFORMATION table with columns: PROPERTY OWNER, TAX PARCEL NUMBER, SOURCE OF TITLE.

CLAYHOLE
0 BARGE CLAYHOLE
JACKSON, KY 41339
BREATHTIT COUNTY

TAX PARCEL NUMBER: 155-00-00-056-00
PROPERTY OWNER: KENTUCKY RIVER PROPERTIES LLC
HAZARD, KY 41702

SOURCE OF TITLE: DEED BOOK 230, PAGE 695
SITE NUMBER: 18-29369

DRAWN BY: JRS
CHECKED BY: MEP
SURVEY DATE: 8.14.19
PLAT DATE: 8.30.19

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

SHEET NUMBER: (8 pages)
B-1.6

REPORT OF TITLE - PARCEL ID: 155-00-00-056.00 - DEED BOOK 230, PAGE 695

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POD GROUP, LLC AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. INFORMATION REGARDING THESE MATTERS WERE GAINED FROM U.S. TITLE SOLUTIONS, FILE NO. 63499-KY1906-5030, REFERENCE NO. 13806698, DATED JULY 30, 2019 PREPARED FOR MASTEC NETWORK SOLUTIONS - KY/TN ON BEHALF OF AT&T. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT AND THE NUMBERS IN THE COMMENTS CORRESPOND TO THE NUMBERING SYSTEM IN SAID REPORT.

SCHEDULE B

1. TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN. (TAX ID: 155-00-00-056.00 - PERIOD: 2018 - PAYMENT STATUS: PAID - TAX AMOUNT: \$482.35 (NOT A LAND SURVEYING MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
2. MORTGAGES RETURNED HEREIN. (-0-). SEE SEPARATE MORTGAGE SCHEDULE. NONE WITHIN PERIOD SEARCHED.
3. ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY OF THE PARENT PARCEL, THEREFORE CANNOT ADDRESS THIS ITEM.)
4. RIGHTS OF TENANTS OR PERSON IN POSSESSION. (RIGHTS ARE NOT A LAND SURVEYING MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

(JUDGMENTS, LIENS AND UCC)

5. NONE WITHIN PERIOD SEARCHED

(COVENANTS/RESTRICTIONS)

6. NONE WITHIN PERIOD SEARCHED

(EASEMENTS AND RIGHTS OF WAY)

7. NONE WITHIN PERIOD SEARCHED



LAND SURVEYOR'S CERTIFICATE

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

Mark Patterson
 MARK PATTERSON, PLS #1336

04/28/2020

DATE



REVISION

REV.	DATE	DESCRIPTION
A	8.30.19	PRELIM ISSUE W/ TITLE
O	9.23.19	ISSUED AS FINAL
1	4.3.20	BAT TREES / WETLANDS
2	4.28.20	CHANNEL "A" AND "B"

SITE INFORMATION:

CLAYHOLE
 0 BARGE CLAYHOLE
 JACKSON, KY 41339
 BREATHITT COUNTY

TAX PARCEL NUMBER:
 155-00-00-056.00

PROPERTY OWNER:
 KENTUCKY RIVER PROPERTIES LLC
 P.O. BOX 269
 HAZARD, KY 41702

SOURCE OF TITLE:
 DEED BOOK 230, PAGE 695

SITE NUMBER:

POD NUMBER: 18-29369
DRAWN BY: JRS
CHECKED BY: MEP
SURVEY DATE: 8.14.19
PLAT DATE: 8.30.19

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

SHEET NUMBER: (8 pages)

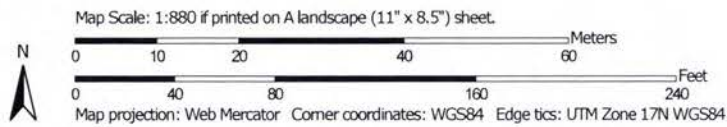
B-1.7

































APPENDIX B

Soil Survey and Soil Descriptions

Soil Map—Breathitt County, Kentucky



Soil Map—Breathitt County, Kentucky

MAP LEGEND		MAP INFORMATION	
<p>Area of Interest (AOI)</p> <p> Area of Interest (AOI)</p>		<p>The soil surveys that comprise your AOI were mapped at 1:24,000.</p>	
<p>Soils</p> <p> Soil Map Unit Polygons</p> <p> Soil Map Unit Lines</p> <p> Soil Map Unit Points</p>		<div style="border: 1px solid black; padding: 5px;"> <p>Warning: Soil Map may not be valid at this scale.</p> <p>Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.</p> </div>	
<p>Special Point Features</p> <p> Blowout</p> <p> Borrow Pit</p> <p> Clay Spot</p> <p> Closed Depression</p> <p> Gravel Pit</p> <p> Gravelly Spot</p> <p> Landfill</p> <p> Lava Flow</p> <p> Marsh or swamp</p> <p> Mine or Quarry</p> <p> Miscellaneous Water</p> <p> Perennial Water</p> <p> Rock Outcrop</p> <p> Saline Spot</p> <p> Sandy Spot</p> <p> Severely Eroded Spot</p> <p> Sinkhole</p> <p> Slide or Slip</p> <p> Sodic Spot</p>		<p>Water Features</p> <p> Streams and Canals</p>	
		<p>Transportation</p> <p> Rails</p> <p> Interstate Highways</p> <p> US Routes</p> <p> Major Roads</p> <p> Local Roads</p>	
		<p>Background</p> <p> Aerial Photography</p>	
		<p>Please rely on the bar scale on each map sheet for map measurements.</p> <p>Source of Map: Natural Resources Conservation Service Web Soil Survey URL: Coordinate System: Web Mercator (EPSG:3857)</p> <p>Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.</p> <p>This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.</p> <p>Soil Survey Area: Breathitt County, Kentucky Survey Area Data: Version 16, May 29, 2020</p> <p>Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.</p> <p>Date(s) aerial images were photographed: Aug 29, 2019—Sep 15, 2019</p> <p>The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.</p>	

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
DmE	Matewan-Marrowbone-Latham complex, 20 to 80 percent slopes, very rocky	1.2	78.3%
FbE	Fairpoint and Bethesda soils, 2 to 70 percent slopes, benched, stony	0.3	21.7%
Totals for Area of Interest		1.5	100.0%

Map Unit Description

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

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

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

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

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

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

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

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

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

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

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

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

Report—Map Unit Description

Breathitt County, Kentucky

DmE—Matewan-Marrowbone-Latham complex, 20 to 80 percent slopes, very rocky

Map Unit Setting

National map unit symbol: 2tqh8

Elevation: 700 to 2,400 feet
Mean annual precipitation: 37 to 54 inches
Mean annual air temperature: 42 to 68 degrees F
Frost-free period: 155 to 220 days
Farmland classification: Not prime farmland

Map Unit Composition

Matewan, very stony, and similar soils: 30 percent
Marrowbone, very stony, and similar soils: 25 percent
Latham, very stony, and similar soils: 15 percent
Minor components: 30 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Matewan, Very Stony

Setting

Landform: Ridges
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Mountaintop
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Loamy-skeletal residuum weathered from sandstone

Typical profile

O_i - 0 to 1 inches: channery slightly decomposed plant material
A - 1 to 3 inches: channery fine sandy loam
BA - 3 to 7 inches: channery fine sandy loam
Bw₁ - 7 to 21 inches: very channery fine sandy loam
Bw₂ - 21 to 28 inches: extremely channery fine sandy loam
R - 28 to 37 inches: bedrock

Properties and qualities

Slope: 20 to 80 percent
Surface area covered with cobbles, stones or boulders: 1.0 percent
Depth to restrictive feature: 24 to 40 inches to lithic bedrock
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (K_{sat}): Very low to moderately low (0.00 to 0.01 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 1 percent
Sodium adsorption ratio, maximum: 1.0
Available water capacity: Very low (about 2.3 inches)

Interpretive groups

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

Description of Marrowbone, Very Stony

Setting

Landform: Ridges
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Mountaintop
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Coarse-loamy residuum weathered from sandstone

Typical profile

O_i - 0 to 1 inches: slightly decomposed plant material
A - 1 to 5 inches: fine sandy loam
Bw₁ - 5 to 10 inches: loam
Bw₂ - 10 to 17 inches: fine sandy loam
Bw₃ - 17 to 23 inches: loam
BC - 23 to 28 inches: channery loam
R - 28 to 38 inches: bedrock

Properties and qualities

Slope: 20 to 80 percent
Surface area covered with cobbles, stones or boulders: 1.0 percent
Depth to restrictive feature: 24 to 32 inches to lithic bedrock
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (K_{sat}): Very low to moderately low (0.00 to 0.01 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water capacity: Low (about 3.6 inches)

Interpretive groups

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

Description of Latham, Very Stony

Setting

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

Typical profile

O_i - 0 to 1 inches: channery slightly decomposed plant material
A - 1 to 2 inches: silt loam
BA - 2 to 6 inches: silty clay loam

Bt - 6 to 20 inches: silty clay
BC - 20 to 25 inches: silty clay loam
Cr - 25 to 36 inches: bedrock
R - 36 to 46 inches: bedrock

Properties and qualities

Slope: 20 to 80 percent
Surface area covered with cobbles, stones or boulders: 1.0 percent
Depth to restrictive feature: 24 to 34 inches to paralithic bedrock; 34 to 45 inches to lithic bedrock
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.01 in/hr)
Depth to water table: About 6 to 24 inches
Frequency of flooding: None
Frequency of ponding: None
Available water capacity: Very low (about 2.7 inches)

Interpretive groups

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

Minor Components

Gilpin, very stony

Percent of map unit: 10 percent
Landform: Ridges
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Mountaintop
Down-slope shape: Convex
Across-slope shape: Linear
Hydric soil rating: No

Shelocta, very stony

Percent of map unit: 7 percent
Landform: Ridges
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Upper third of mountainflank
Down-slope shape: Convex, concave
Across-slope shape: Linear
Hydric soil rating: No

Fedscreek, very stony

Percent of map unit: 5 percent
Landform: Ridges
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Upper third of mountainflank
Down-slope shape: Convex
Across-slope shape: Linear
Hydric soil rating: No

Rock outcrop

Percent of map unit: 5 percent

Ramsey, very stony

Percent of map unit: 3 percent

Landform: Ridges

Landform position (two-dimensional): Summit

Landform position (three-dimensional): Mountaintop

Down-slope shape: Convex

Across-slope shape: Convex

Hydric soil rating: No

FbE—Fairpoint and Bethesda soils, 2 to 70 percent slopes, benched, stony

Map Unit Setting

National map unit symbol: 2tqhd

Elevation: 720 to 1,510 feet

Mean annual precipitation: 45 to 57 inches

Mean annual air temperature: 43 to 68 degrees F

Frost-free period: 169 to 203 days

Farmland classification: Not prime farmland

Map Unit Composition

Fairpoint, unstable fill, and similar soils: 55 percent

Bethesda, unstable fill, and similar soils: 30 percent

Minor components: 15 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Fairpoint, Unstable Fill

Setting

Landform: Mountain slopes

Landform position (three-dimensional): Mountainflank

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Loamy-skeletal coal extraction mine spoil derived from sandstone and shale

Typical profile

Ap - 0 to 11 inches: channery loam

C1 - 11 to 32 inches: very channery loam

C2 - 32 to 41 inches: extremely channery loam

C3 - 41 to 51 inches: extremely flaggy loam

C4 - 51 to 58 inches: extremely flaggy silt loam

C5 - 58 to 72 inches: extremely flaggy loam

Properties and qualities

Slope: 2 to 70 percent

Surface area covered with cobbles, stones or boulders: 0.0 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.57 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water capacity: Low (about 5.0 inches)

Interpretive groups

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

Description of Bethesda, Unstable Fill

Setting

Landform: Mountain slopes
Landform position (three-dimensional): Mountainflank
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Loamy-skeletal coal extraction mine spoil derived from sandstone and shale

Typical profile

Ap - 0 to 12 inches: channery silt loam
C1 - 12 to 36 inches: very channery loam
C2 - 36 to 58 inches: very channery loam
C3 - 58 to 72 inches: very channery loam

Properties and qualities

Slope: 2 to 70 percent
Surface area covered with cobbles, stones or boulders: 0.0 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.57 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water capacity: Low (about 5.4 inches)

Interpretive groups

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

Minor Components

Udorthents, unstable fill

Percent of map unit: 5 percent
Landform: Mountain slopes
Landform position (three-dimensional): Mountainflank

Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Matewan, very stony

Percent of map unit: 3 percent
Landform: Ridges
Landform position (three-dimensional): Mountaintop
Down-slope shape: Convex
Across-slope shape: Linear
Hydric soil rating: No

Shelocta, very stony

Percent of map unit: 3 percent
Landform: Mountain slopes
Landform position (three-dimensional): Mountainflank
Down-slope shape: Concave
Across-slope shape: Linear
Hydric soil rating: No

Urban land

Percent of map unit: 2 percent
Landform: Mountain slopes
Landform position (three-dimensional): Mountainflank
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Dumps, mine (tailings & tipples)

Percent of map unit: 2 percent
Landform: Ridges
Landform position (three-dimensional): Mountaintop
Down-slope shape: Linear
Across-slope shape: Convex, linear
Hydric soil rating: No

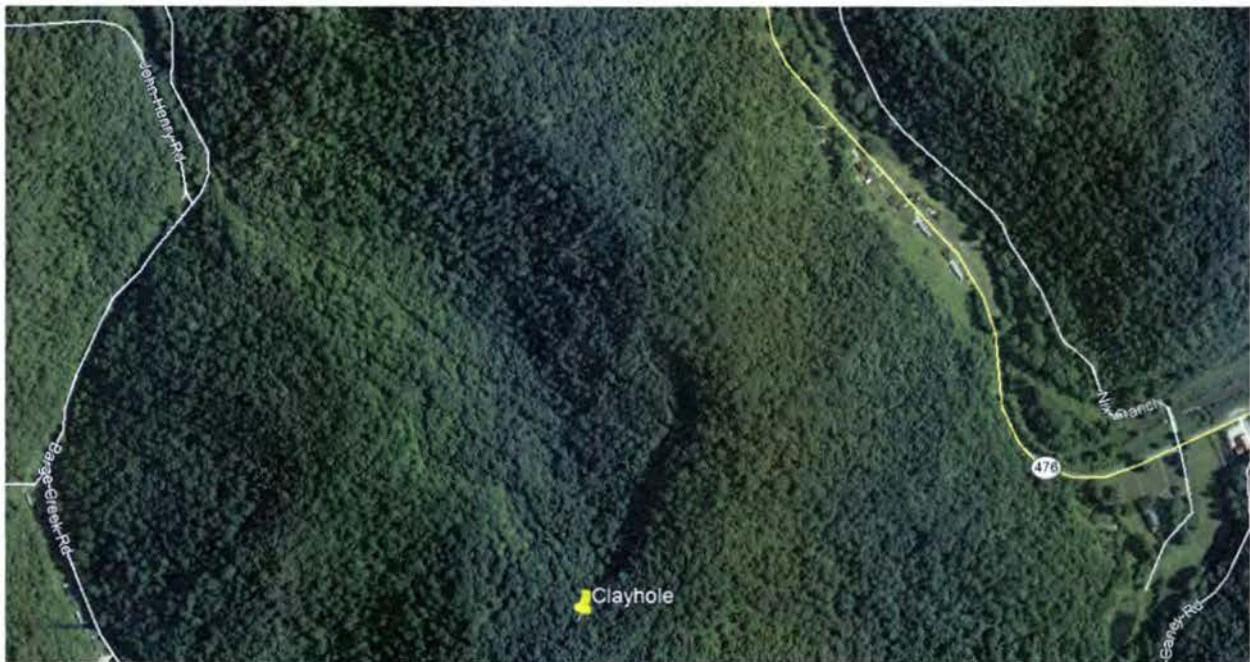
Data Source Information

Soil Survey Area: Breathitt County, Kentucky
Survey Area Data: Version 16, May 29, 2020

EXHIBIT H
DIRECTIONS TO WCF SITE

Driving Directions to Proposed Tower Site

1. Beginning at the County Judge Executive's Office, located at 1137 Main Street, Jackson, KY 41339, head southwest (toward Court Street) on Main Street and travel approximately 0.1 miles.
2. Turn left onto Broadway Street and travel approximately 0.4 miles.
3. Continue onto KY-1812 (Old Quicksand Road / Quicksand Road) and travel approximately 3.0 miles.
4. Turn right onto KY-15 S and travel approximately 6.9 miles.
5. Turn left onto KY-476 S and travel approximately 3.7 miles.
6. Turn right toward John Henry Road and travel approximately 463 feet.
7. Turn left onto John Henry Road and travel approximately 0.6 miles.
8. Turn left onto Barge Creek Road and travel approximately 203 feet. The site is on the right, at 705 Barge Creek Road, Jackson, KY 41317.
9. The site coordinates are:
 - a. North 37 deg 27 min 19.46 sec
 - b. West 83 deg 16 min 24.67 sec



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

EXHIBIT I
COPY OF REAL ESTATE AGREEMENT

Market: Lexington
Cell Site Number: KYL06087
Cell Site Name: Clayhole
Search Ring Name: Clayhole
Fixed Asset Number: 13800698

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 **Kentucky River Properties LLC**, a Delaware limited liability company, having a mailing address of 300 Black Gold Boulevard, Hazard, Kentucky 41702 ("**Landlord**") and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as more particularly described on **Exhibit 1**, together with certain rights and privileges arising in connection therewith, located on 0 Barge Clayhole, Jackson, KY 41339, in the County of Breathitt, State of Kentucky (collectively, the "**Property**"). Landlord desires to grant to Tenant the Option 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 (100' x 100') of the surface of the Property, including the air space above such ground space, but excepting therefrom all minerals and mining rights, 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 Premises that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Premises, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Premises 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. In exercising the rights granted to Tenant in this Agreement, Tenant shall not take any action which will impose on Landlord or the Property any financial, legal, or environmental obligations.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of [REDACTED] within thirty (30) 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**") and may be renewed by Tenant for up to two (2) additional one (1) year periods (each a "**Renewal Option Term**") upon written notification to Landlord and the payment of an additional [REDACTED] for the first Renewal Option Term and [REDACTED] for the second Renewal Option Term no later than five (5) days prior to the expiration

date of the Initial Option Term or the first or second Renewal Option Term, as applicable. 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 as provided for herein, Tenant shall be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action, upon the Assignee’s assumption of all obligations, responsibilities and liabilities contained herein.

(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, except that Tenant shall pay in full any unpaid sums due or required under this Agreement and shall restore the Property to the condition as it existed at the commencement of this Agreement.

(f) If during the Option Term, or during the Term if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises or in the event of a threatened foreclosure on the Premises, Landlord shall notify Tenant in writing as soon as is reasonably practical. Landlord agrees that during the Option Term, or during the Term if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises or impose or consent to any other use or restriction of the Premises that would prevent or limit Tenant from using the Premises for the Permitted Use.

2. **PERMITTED USE.** Until such time as Tenant properly exercises the Option as provided for herein, Tenant shall only have the right to test, survey and review title on the Property along with those rights provided for in Section 5 hereinbelow. In the event Tenant properly exercises this Option, 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**”). Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the “**Permitted Use**”). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant’s Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord’s execution of this Agreement will signify Landlord’s approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use Landlord’s contiguous, adjoining or surrounding property (the “**Surrounding Property**”) as may reasonably be required during construction and installation of the Communication Facility, but Tenant’s use thereof shall be conducted to avoid interference with the use or operations of Landlord or Landlord’s tenants. Tenant agrees to repair any damage to Landlord’s Surrounding Property which occurs as a result of such use to its original condition immediately prior to such use. 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 for its usage needs and requirements. Tenant will be allowed to make such alterations to the Premises 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, if available, which determination shall be solely in the discretion of Landlord, 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 five (5) 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 any Annual Terms, shall increase annually as provided in Section 4(c) below. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

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

4. RENT.

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

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

(c) After the final Extension Term has expired, upon the commencement of each Annual Term, the monthly Rent will increase by [REDACTED] over the Rent paid during the previous year.

(d) 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, [REDACTED]

[REDACTED] 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. Any such assistance required of Landlord shall be at the sole cost and expense of Tenant.

(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. Tenant agrees to instruct its surveyor to coordinate its survey field work with Landlord.

(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. Tenant shall provide Landlord with copies of the results of these tests and reports (but shall not be required to certify the tests and reports) and both Parties shall treat such information as confidential generally as to third parties, however each shall have the unrestricted right to share such information with third parties in conjunction with any legitimate business purpose.

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

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

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

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

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

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

7. INSURANCE. During the Option Term and throughout the Term, Tenant will purchase and maintain in full force and effect such commercial general liability policy per ISO form CG 00 01 or its equivalent as Tenant may deem necessary, including coverage to cover any personal injuries or accidents that may occur. Said policy of general liability insurance will provide a combined single limit of [REDACTED] per occurrence and in the aggregate and shall include Landlord as an additional insured. Tenant shall provide a certificate of such insurance to Landlord for each renewal period. Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage, but no assignee or transferee of this Agreement shall have the right to self-insure such general liability coverage without the prior express written consent of Landlord.

8. INTERFERENCE/OTHER USES.

(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, if applicable and known by Landlord, 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 use the Property 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 on the Premises, 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, 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 include a written prohibition for all future tenants not to interfere in any way with the Communication Facility, the operations of Tenant, or the rights of Tenant under this Agreement and Landlord will act in good faith to cause any such interference to cease within forty-eight (48) 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 take all reasonable actions available to cause its tenants to 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, however, Landlord shall not be liable for monetary damages for any refusal or failure by such tenants to correct the interference.

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

(e) Notwithstanding the forgoing provisions, Landlord reserves the rights to install utilities on or traversing the Property, excluding the Premises, as desired, including, but not limited to, water, electrical, telecommunications, or natural gas transmission facilities, and to develop and conduct (itself or through the use of a lessee or its' contract miner) subsurface (deep) mining, high wall mining, auger mining, contour mining, on the Property, excluding the Premises, using any means or method whether known now or hereinafter developed, so long as such activities do not negatively impact Tenant's Permitted Use of the Premises, including, without limitation the structural integrity of Tenant's facilities or interfere with or negatively impact Tenants use of the Premises for its intended purpose or its Access to the Premises. In the event Landlord, or a third party under the direction of or pursuant to a lease with Landlord, obtains State and/or Federal approval of a written application for mining permit or determination in association with an application for a mining permit which provides that the permittee must work in conjunction with any surface use, the parties hereto agree in good faith that absent any negligence or intentional misconduct that there is a presumptive agreement that any work pursuant to said mining permit is not an "interference" absent specific evidence and proof of same. Tenant agrees to allow Landlord to have a "wind gauge" or other meteorological data recording instrument placed on Tenant's tower structure, subject to the execution of a sublease agreement on Tenant's standard form relating to the installation of such instrument, provided however, Landlord shall not be required to pay rent. The location and installation of such instrument shall in all respects be controlled by Tenant so as not to interfere with or negatively impact Tenant's operations, it being expressly understood that Landlord shall have not attempt to install such instrument itself. Upon receipt of written notice from Landlord requesting the installation of such instrument Tenant shall provide a draft of the sublease agreement, and upon execution thereof coordinate and make arrangements with Landlord for such installation, to be completed in no more than Sixty (60) days, absent further agreement between the Parties.

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

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in Exhibit 11 attached to this Agreement, (i) the Premises, as of the Effective Date, to the best of Landlords' knowledge, is free of Hazardous Materials, including asbestos-containing materials and lead paint, and (ii) the Premises 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. Neither Tenant nor any other person or entity acting on its behalf or at its direction shall violate any federal, state, or local law, ordinance, or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of asbestos-containing materials, petroleum, explosives or any other substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on, over, or under the Property (each, a "Hazardous Material") and any such violation shall constitute a default hereunder.

(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 Materials

which were not caused by the acts or omissions of Tenant. 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 and any other persons or entities directed by or on Tenants request or behalf or related in any way to its activities on the Property.

(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 011 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 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, except for circumstances outside the control of Landlord or with valid good reason, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises (said Access to be in the general location as proposed, depicted and shown on the attached exhibit drawing). This Agreement does not create, and shall not be construed in any way as creating or imposing upon Landlord any obligation to construct, maintain, repair or improve either the existing road, if any there shall be, nor create, construct or build a new road for Tenant's use as ingress/egress for its Access to the Premises. It shall be Tenant's sole responsibility to undertake and bear the costs of any road construction, maintenance, improvement and/or repairs required to create and/or maintain the ingress and egress Access desired by Tenant. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant a non-exclusive easement for such Access during the Term and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access to Tenant. The Access road shall be gated at its beginning point by Tenant at Tenant's expense, and Tenant shall furnish keys or other ability to open and close such gates to Landlord. Landlord shall have the unrestricted right at all times to utilize such Access roadway for its own purposes or any purpose it desires, in its discretion, so long as such use does not unreasonably interfere with Tenant's rights granted herein, and Landlord shall be responsible for repairing any damage to the Access road caused by Landlord's use which prevents Tenant from being able to access the Premises. Upon Tenant's request, Landlord will execute a separate recordable temporary, non-exclusive easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**. If Tenant elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Premises, Landlord hereby grants Tenant, or any certified and properly licensed 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.

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

(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.

(c) 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 any 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. Tenant agrees, and shall require all service company providing utility or similar services, including electric power and telecommunications on the Property and/or Premises as contemplated herein, prior to undertaking any action to do so, to obtain Landlord's consent and approval of the location of such utilities and all related infrastructure. Tenant further acknowledges and agrees that in the event such utilities and/or related infrastructure shall in any way interfere with the future mining and removal of the coal or other minerals or resources which are owned by Landlord or its affiliates Tenant shall, as soon as possible but in no event later than six (6) months after written request from Landlord, remove and relocate same in such manner as to eliminate the interference, at Landlord's sole cost. In the event such a relocation is requested and required by Landlord, Landlord agrees to grant a replacement easement in an alternative location without any additional consideration therefore. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no additional cost to Tenant or the service company other than the reasonable cost of preparation of such documents requested, which shall not be the responsibility of Landlord.

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 and/or the right to cure Tenant's default (if applicable) and to deduct the costs of such cure from any monies due to Tenant from Landlord or be reimbursed by Tenant within thirty (30) days of notice of such cure by Landlord.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's refusal to allow Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice from Tenant, except in circumstances outside Landlord's control or absent valid reason; (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.

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 #: KYL06087; Cell Site Name: Clayhole (KY)
 Fixed Asset #: 13800698
 1025 Lenox Park Blvd., NE
 3rd Floor
 Atlanta, Georgia 30319

With a copy to: New Cingular Wireless PCS, LLC
 Attn.: Legal Dept – Network Operations
 Re: Cell Site #: KYL06087; Cell Site Name: Clayhole (KY)
 Fixed Asset #: 13800698
 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: Kentucky River Properties, LLC
 PO Box 269
 300 Black Gold Boulevard
 Hazard, Kentucky 41702

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 Premises, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours if received during usual and customary business hours, excluding holidays. Otherwise, notice will be provided to Tenant within twenty-four (24) hours after the next usual and customary business day, excluding holidays. If a condemning authority takes all of the Premises, 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 Premises within twenty-four (24) hours of the casualty or other harm if Landlord becomes aware of the casualty or other harm during usual and customary business hours, excluding holidays. Otherwise, notice will be provided to Tenant within twenty-four (24) hours after the next usual and customary business day, excluding holidays. If any part of the Communication Facility or the Premises is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm, or as soon as may be reasonable under the given circumstances. 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. **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. Tenant shall keep the Premises and Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Premises and Property in connection with Tenant's use of the Premises and Property pursuant to this Agreement; provided, however, that Tenant shall within sixty (60) days after it receives written notice of the filing of such lien (i) provide a bond to Landlord for the amount of such lien, and (ii) take any and all actions as may be required to remedy and cause the removal and release of such lien(s).

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 as set forth in this Section 21 and any incremental increase in such taxes and assessments or other

governmental charges upon the land directly resulting from this Agreement and/or the construction or presence of the Communication Facilities 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 in a timely manner. . 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. If Landlord provides a notice of assessment to Tenant 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. Tenant shall make reimbursement to Landlord for all such amounts paid by Landlord no later than thirty (30) days after receiving notice from Landlord of such payment(s).

(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, or unless the failure to pay would result in a lien attaching to the Premises or Property. In the event Landlord elects to pay said tax to avoid the attachment of the lien, Tenant shall reimburse Landlord such sums paid.

(d) Landlord shall not cause the Premises to be assigned a separate tax parcel without providing prior written notice to Tenant and an opportunity to provide comments to Landlord. In the event the county tax assessor causes the Premises to be assigned a separate tax parcel Tenant shall be responsible for payment of all taxes, assessments or other charges associated with the tax parcel for the Premises.

(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 Premises 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 additional compensation beyond that contained in this Agreement from Tenant, 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, 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 Premises, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Premises
- ii. New deed to Premises
- 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 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. 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 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. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord intends or desires to accept a bona fide written offer from a third party seeking (i) an assignment or transfer of Rent payments associated with this Agreement, or (ii) a purchase of an easement, license or any other lesser interest in the Property, the intent of which is to effect a transfer of Rent payments without transferring the full and complete obligation or ability to assume all of Landlord's obligations hereunder (either of the foregoing a "Rental Stream Offer"), prior to accepting such Rental Stream Offer, Landlord shall furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within thirty (30) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer ("Tenant's Offer"). If Landlord opts to accept an assignment or transfer of Rent payments, Landlord shall be obligated to accept Tenant's Offer in lieu of the Rental Stream Offer from the third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may accept the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant reserves the right to hold Rent payments due under this Agreement until Landlord complies with the requirements of this Section.

24. MISCELLANEOUS.

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

party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum 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 not associated with Tenant.

(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 (Kentucky), without regard to conflicts of law, and the Parties agree that venue shall be in the state or federal courts for Perry County for any and all disputes between the Parties which may arise.

(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. Any and all costs associated with or resulting from such further acts, documents, and assurances requested by Tenant as contemplated herein shall be at the sole cost and expense of Tenant, and Landlord shall have no obligation therefor.

(q) **As Built Survey/Plat.** Upon completion of construction of all facilities and structures on the Premises, Tenant shall provide to Landlord an "As-Built" survey or drawing, accurately identifying and depicting the location of all facilities, structures, and utilities, including those underground, and shall provide updated surveys/drawings immediately upon any change or addition to the Premises so long as this Agreement remains in effect.

[SIGNATURES APPEAR ON NEXT PAGE]

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

"LANDLORD"

Kentucky River Properties LLC,
a Delaware limited liability company

By: *Stephen G. Barker*

Print Name: Stephen G. Barker

Its: President

Date: 1-9-2020

LANDLORD ACKNOWLEDGMENT

STATE OF KENTUCKY _____)

) ss:

COUNTY OF PERRY _____)

On the 9th day of January, 2020 before me, personally appeared Stephen G. Barker, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: *Patricia A. Statham* ID# 58610
My Commission Expires: 7/6/2020

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 5

to the Option and Land Lease Agreement dated 1-9-2020, 2020, by and between Kentucky River Properties LLC, a Kentucky limited liability company, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:
Deed – Book 230, Page 695

LYING AND BEING on the waters of Barge Branch of Troublesome Creek, Breathitt County, Kentucky, and being further bounded and described as follows:

TRACT 1:

BEGINNING at the mouth of the Coal Hollow on the south bank of Troublesome Creek a short distance above where A. A. Combs now lives; thence up said creek as it meanders North 87½ East 11 2/10 poles North 72 East 28 poles North 76 East 22 6/10 poles, North 89½ East 30 6/10 poles to a water birch at the mouth of the Barge, North 65½ East 23 1/10 poles North 44 East 40 poles to a stake on the bank of the creek opposite two large rocks in the creek at the lower end of the old James McIntosh farm; thence up the hill with a line of same South 55½ East 30 2/10 poles to a stake on the point between White Oak and Spotted Oak pointers; thence up the point and ridge North 81 East 17 poles; North 86 East 26 4/10 poles to a Chestnut Oak on the ridge between Troublesome and the Barge; thence with the top of said ridge South 15 West 23 4/10 poles, South 31 West 14 to a Black Oak, South 9 West 9 4/10 poles to a Dogwood and White Oak South 42 1/4 East 38 poles South 50½ East 16 poles to a small Black Oak South 43 1/4 East 25 7/10 poles small

Sourwood, South 36 East 18 $\frac{2}{10}$ poles South 52 $\frac{1}{2}$ East 12 poles South 23 $\frac{1}{2}$ East 29 poles to a Dogwood, South 27 West 18 poles South 30 $\frac{1}{2}$ West 12 poles to a Sourwood and Chestnut South 20 $\frac{1}{2}$ West 19 poles to a Chestnut Oak, South 29 West 33 poles (sic actually 23 poles) to a cross mark on a rock on a knob at the head of Wet Field Hollow of Caney and head of Nelson Southwood's Hollow; thence down the fork spur with Southwood's line South 82 $\frac{1}{2}$ West 10 poles to a Chestnut Oak; North 60 $\frac{3}{4}$ West 32 poles to a White Oak; North 22 West 25 poles to a Chestnut Oak and Black Oak, North 70 $\frac{3}{4}$ West 37 poles South 48 West 20 $\frac{1}{2}$ poles to a stake near three pines on top of the ridge; thence down the points South 76 $\frac{1}{2}$ West 11 poles to top of high rock; North 84 $\frac{1}{2}$ West 26 poles to a Black Oak on the point North 75 $\frac{1}{2}$ West 14 poles North 63 $\frac{1}{2}$ West 22 poles crossing main Barge Branch just above the mouth of road fork; thence up the point above road fork, South 39 $\frac{1}{2}$ West 18 poles to a Beech, South 51 West 14 $\frac{1}{2}$ poles to a Beech opposite Bohanan's corner; thence down the hill North 20 West 26 poles to an ash where Bohanan's line crosses road fork North 24 $\frac{3}{4}$ West 17 $\frac{1}{2}$ poles to a Beech and Hickory corner to Bohanan's patent; thence up road Fork around the hillside and reversing said patent line North 52 $\frac{1}{2}$ West 25 poles to a stake and two Hickory pointers, South 69 $\frac{3}{4}$ West 36 poles to stake in Cove Field, South 34 West 66 poles to a Beech and Birch old marked corner, South 5 East 36 $\frac{8}{10}$ poles Beech old corner South 55 East 12 poles to a Beech on the point above I. B. Combs' house where Steve Allen now lives; thence leaving said patent line and up the point with I. B. Combs' line, South 51 $\frac{1}{2}$ West 12 poles, South 39 $\frac{1}{2}$ West 9 $\frac{4}{10}$ poles South 14 $\frac{1}{2}$ West 12 $\frac{6}{10}$ poles to a Chestnut South 4 $\frac{1}{2}$ West 15 $\frac{6}{10}$ poles South 23 $\frac{1}{2}$ West 16 $\frac{4}{10}$ poles to a Black Oak top of point; 38 West 10 $\frac{6}{10}$ poles South 21 $\frac{1}{2}$ West 10 $\frac{7}{10}$ poles South 51 $\frac{1}{2}$ West 22 $\frac{4}{10}$ poles to Dogwood and Hickory; North 85 $\frac{1}{2}$ West 14 $\frac{3}{10}$ poles to a Chestnut and Oak on top of the ridge between Lost Creek and Barge and in Alfred Robert's line; thence with the top of said ridge and said line, North 12 West 23 $\frac{8}{10}$ poles to a White Oak in a Gap North 32 $\frac{1}{2}$ West 23 poles to a Pine, South 76 $\frac{1}{2}$ West 23 $\frac{2}{10}$ poles to a small Pine, North 63 $\frac{1}{2}$ West 26 poles, North 13 $\frac{1}{2}$ West 17 $\frac{6}{10}$, North 33 West 20 poles; North 26 West 12 $\frac{4}{10}$ poles to a Sourwood South 36 West 37 $\frac{8}{10}$ poles (sic actually North 36 West) to a Black Locust, North 15 $\frac{1}{2}$ East 30 $\frac{7}{10}$ poles, North 34 $\frac{1}{2}$ East 23 $\frac{2}{10}$ poles to a Black Oak on a knob between Spring Fork or Barge and Lost Creek South 59 $\frac{1}{2}$ East 20 $\frac{5}{10}$ poles South 71 $\frac{1}{4}$ East 32 $\frac{4}{10}$ poles to a Black Oak top of ridge between Lost Creek, Barge and Troublesome; thence with the top of the ridge between Barge and Troublesome, North 45 $\frac{1}{2}$ East 16 $\frac{1}{2}$ poles North 30 East 26 poles North 18 $\frac{1}{2}$ East 14 $\frac{2}{10}$ poles to small Maple, North 41 $\frac{1}{2}$ East 10 $\frac{9}{10}$ poles to a Spotted Oak on top of a knob, North 85 East 29 $\frac{3}{10}$ poles to a stake and Spotted Oak pointer on top of a knob between Main Troublesome Coal Hollow and Barge; thence down the spur North 44 $\frac{1}{2}$ East 17 $\frac{7}{10}$ poles to a Chestnut Oak, North 21 East 12 $\frac{6}{10}$ poles North 34 West 5 to a Maple on top of a big rock; thence down the hill crossing a drain North 11 $\frac{1}{2}$ East 90 poles to a Beech on the South bank of Troublesome Creek, just below the mouth of Riley; thence up said creek South 68 $\frac{1}{2}$ East 20 poles South 62 $\frac{1}{2}$ East 30 poles, South 76 $\frac{1}{2}$ East 22 poles to the BEGINNING, containing four hundred sixty-one (461) acres.

Tract 2:

Located on Barge Branch of Troublesome Creek, BEGINNING on the branch opposite two White Walnuts standing on the bank of the Polly Southwood Fork of Barge Branch, about 85 poles from its mouth at Main Barge Branch; thence up the hill South 87 West 61 poles to a stake between two Black Pines on top of the ridge between Polly Fork and Road Fork; thence up with the top of the ridge and binding thereon around head

of said fork, South 9 East 12 6/10 poles; South 9 West 18 4/10 poles to a Pine South 45 1/2 West 42 6/10 poles to a Spotted Oak and Sourwood, South 5 East 22 poles South 12 West 18 poles to a Pine, South 26 1/2 West 18 poles to a small Black Oak, South 55 1/2 West 43 4/10 poles to a Dogwood and Chestnut Oak on top of the dividing ridge between said Fork and Lost Creek; thence continuing with the top of said ridge and with Ben Fugate's line; South 10 East 15 3/10 poles to a Chestnut Oak, South 36 1/2 East 31 poles to a Black Oak old corner, South 74 1/2 East 16 4/10 poles North 68 1/2 East 40 6/10 poles North 81 East 8 poles to a Beech, South 83 East 34 poles to a Chestnut Oak, South 60 East 15 poles to two Maples on the ridge between Polly Fork and Main Barge at U.L. Combs corner; thence with the top of the ridge between Polly Fork and Main Barge with said Combs' line North 44 East 18 poles to the top of Potato Knob North 2 1/2 West 26 4/10 poles to a Chestnut North 71 1/2 East 24 poles to a White Oak and Dogwood near said Combs' field North 50 1/4 East 20 8/10 poles, North 57 East 16 poles North 57 East 16 poles, North 40 3/4 East 24 6/10 poles to a large Chestnut Oak, North 27 1/2 West 17 6/10 poles, North 6 East 37 poles to a small Black Oak and Hickory pointer, North 70 3/4 West 24 poles to Sourwood, North 47 West 16 4/10 poles North 30 1/2 West 29 poles to a crooked Chestnut Oak; with Chestnut Oak; and Black Oak pointers; thence down the hill South 87 West 25 poles to the BEGINNING, containing one hundred forty-nine (149) acres.

There is excepted from Tract One in this Deed and this Deed does not include or convey the following property:

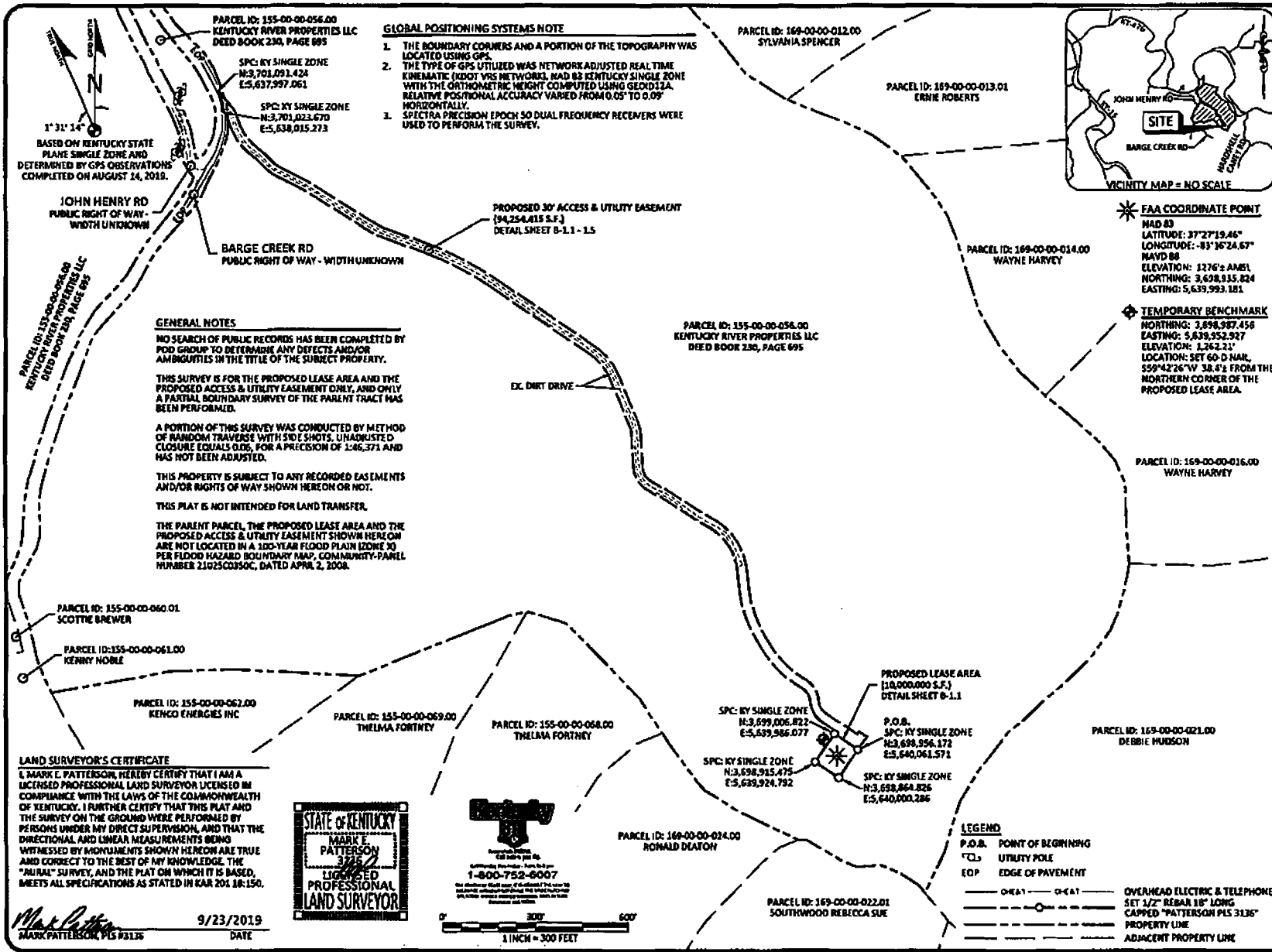
Exclusion No. 1: That certain surface tract conveyed by Deed from Jalia T. Allen, et al. to Logan Combs, et al. dated July 31, 1940, and recorded in Deed Book 76, page 260; and

Exclusion No. 2: The George Allen homeplace located on the north side of Troublesome Creek between Troublesome Creek and Kentucky Highway 476 across from the old Clayhole Post Office.

Tracts One and Two being all the same property acquired by George Allen from Continental Realty Company by deed dated October 7, 1932, and recorded in Deed Book 69, Page 222. The said George Allen, a/k/a George Allen, Jr. died intestate on or about May 22, 1935, survived by his widow, Jalia T. Allen and his children, Eugene Dorse Allen, John Morgan Allen, Leighton Chase Allen and Joy Lavon Allen Fletcher, as evidenced by that Affidavit of Descent recorded in Deed Book 92, Page 391, and in Deed Book 154, Page 399. The said Jalia T. Allen died intestate on or about March 14, 1980, survived by her children, Eugene Dorse Allen, John Morgan Allen, Leighton Chase Allen and Joy Lavon Allen Fletcher, as evidenced by that Affidavit of Descent recorded in Deed Book 154, Page 398. The said Eugene Dorse Allen died testate in 1997, a resident of Florida, and devised his interest in the subject property to his sister, Joy Allen Fletcher, and his brother, L. Chase Allen, as set forth in his Will recorded in Will Book 7, Page 777. The said John M. Allen and Dorothy Allen, his wife, conveyed their undivided interest in the property to H. B. Noble, by deed dated June 14, 1972, and recorded in Deed Book 123, Page 163. Zena Noble, the widow and devisee of H. B. Noble, conveyed this interest back to John M. Allen and Dorothy Allen, his wife, by deed dated May 6, 1987, and recorded in Deed Book 158, Page 191. The said John Morgan Allen died testate in 1998 a resident of Fayette County, Kentucky, and devised his interest in the subject property as follows, to wit: one-half to his wife, Dorothy Gardiner Allen, and one-half in Trust for the lifetime of his wife, Dorothy Gardiner Allen, with remainder to his living issue, as set forth in his Will recorded in Will Book 9, Page 583. See also

that Affidavit of Transfer of Real Property by Will recorded in Deed Book 197, Page 117. The said Dorothy Gardiner Allen died testate on or about September 5, 2001, a resident of Fayette County, Kentucky, and devised her interest in the subject property to her surviving descendants, as set forth in her Will recorded in Will Book 10, Page 696. See also that Affidavit of Transfer of Real Property recorded in Deed Book 204, Page 123. Pursuant to said Affidavit, the surviving decedents of Dorothy Gardiner Allen were Kimberly Allen Ross, Cecelia Allen Hagan, and Kathleen Gardiner Allen. Mary Kimberly Allen Ross appointed Cecelia Allen Hagan her Attorney-in-Fact under that certain Power of Attorney dated May 14, 2009, and recorded in Misc. Book 54, Page 735; Charles B. Ross (husband of Mary Kimberly Allen Ross) appointed Cecelia Allen Hagan as his Attorney-in-Fact under that certain Power of Attorney dated May 14, 2009, and recorded in Misc. Book 54, Page 738; Kathleen Gardiner Allen, single, appointed Cecelia Allen Hagan as her Attorney-in-Fact under that certain Power of Attorney dated May 14, 2009, and recorded in Misc. Book 54, Page 741; and Timothy W. Hagan (husband of Cecelia Allen Hagan) appointed Cecelia Allen Hagan his Attorney-in-Fact under that certain Power of Attorney notarized May 20, 2009, and recorded in Misc. Book 54, Page 744, all records of the Breathitt County Clerk's Office.

It is the intention of the parties that this deed convey all of the property and any interest therein owned by the Grantors on the south side of Troublesome Creek on or near the waters of Barge Branch of Troublesome Creek, Breathitt County, Kentucky, by deed or possession, whether or not specifically included in the above descriptions, to the Grantee.



GLOBAL POSITIONING SYSTEMS NOTE

1. THE BOUNDARY CORNERS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK, MAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.05" TO 0.09" HORIZONTALLY.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

GENERAL NOTES

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

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

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH 50 X 2 SHOTS. UNADJUSTED CLOSURE EQUALS 0.06, FOR A PRECISION OF 1:46,371 AND HAS NOT BEEN ADJUSTED.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 210250030C, DATED APRIL 2, 2008.

PARCEL ID: 155-00-00-056.00
KENTUCKY RIVER PROPERTIES LLC
DEED BOOK 230, PAGE 695

SPC: KY SINGLE ZONE
N=3,701,091.424
E=5,637,997.061

SPC: KY SINGLE ZONE
N=3,701,023.670
E=5,638,015.273

1" 31' 14"

BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON AUGUST 14, 2019.

JOHN HENRY RD
PUBLIC RIGHT OF WAY - WIDTH UNKNOWN

BARGE CREEK RD
PUBLIC RIGHT OF WAY - WIDTH UNKNOWN

PROPOSED 30' ACCESS & UTILITY EASEMENT
(94,254.815 S.F.)
DETAIL SHEET B-1.1 - 1.5

EX. DIRT DRIVE

PARCEL ID: 169-00-00-012.00
SYLVANIA SPENCER

PARCEL ID: 169-00-00-013.01
ERNE ROBERTS

PARCEL ID: 155-00-00-056.00
KENTUCKY RIVER PROPERTIES LLC
DEED BOOK 230, PAGE 695

PARCEL ID: 169-00-00-014.00
WAYNE HARVEY

PARCEL ID: 169-00-00-016.00
WAYNE HARVEY

PARCEL ID: 155-00-00-060.01
SCOTTE BREWER

PARCEL ID: 155-00-00-061.00
KENNY NOBLE

PARCEL ID: 155-00-00-062.00
KENCO ENERGIES INC

PARCEL ID: 155-00-00-069.00
THELMA FORTNEY

PARCEL ID: 155-00-00-068.00
THELMA FORTNEY

PARCEL ID: 169-00-00-024.00
RONALD DEATON

PARCEL ID: 169-00-00-022.01
SOUTHWOOD REBECCA SUE

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

P.O.B.
SPC: KY SINGLE ZONE
N=3,698,956.172
E=5,640,061.571

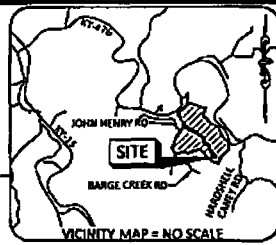
SPC: KY SINGLE ZONE
N=3,699,006.822
E=5,639,966.077

SPC: KY SINGLE ZONE
N=3,698,915.475
E=5,639,924.732

SPC: KY SINGLE ZONE
N=3,698,864.826
E=5,640,000.286

FAA COORDINATE POINT
MAD 83
LATITUDE: 37°27'19.46"
LONGITUDE: -83°16'24.67"
MAYD 88
ELEVATION: 1276± AMEL
NORTHING: 3,698,815.824
EASTING: 5,639,993.181

TEMPORARY BENCHMARK
NORTHING: 3,698,957.456
EASTING: 5,639,552.927
ELEVATION: 1,262.21'
LOCATION: SET 60-D NAIL,
559°42'26" WY 38.4± FROM THE
NORTHERLY CORNER OF THE
PROPOSED LEASE AREA.



PREPARED BY:
POD
POWER OF DESIGN
11430 MULLENBANK PARKWAY
LEASHTOWN, KY 40329
859-817-1753

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

REVISION

REV.	DATE	DESCRIPTION
A	8.30.19	PRELIM ISSUE W/ TITLE
D	9.23.19	ISSUED AS FINAL

SITE INFORMATION:

CLAYHOLE
0 BARGE CLAYHOLE
JACKSON, KY 41339
GREATHTT COUNTY

TAX PARCEL NUMBER:
155-00-00-056.00

PROPERTY OWNER:
KENTUCKY RIVER PROPERTIES LLC
P.O. BOX 269
HAZARD, KY 41702

SOURCE OF TITLE:
DEED BOOK 230, PAGE 695

SITE NUMBER:

POD NUMBER: 18-25269
DRAWN BY: JRS
CHECKED BY: MRP
SURVEY DATE: 8.14.19
PLAT DATE: 8.30.19

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

SHEET NUMBER: (8 pages)
B-1

LAND SURVEYOR'S CERTIFICATE

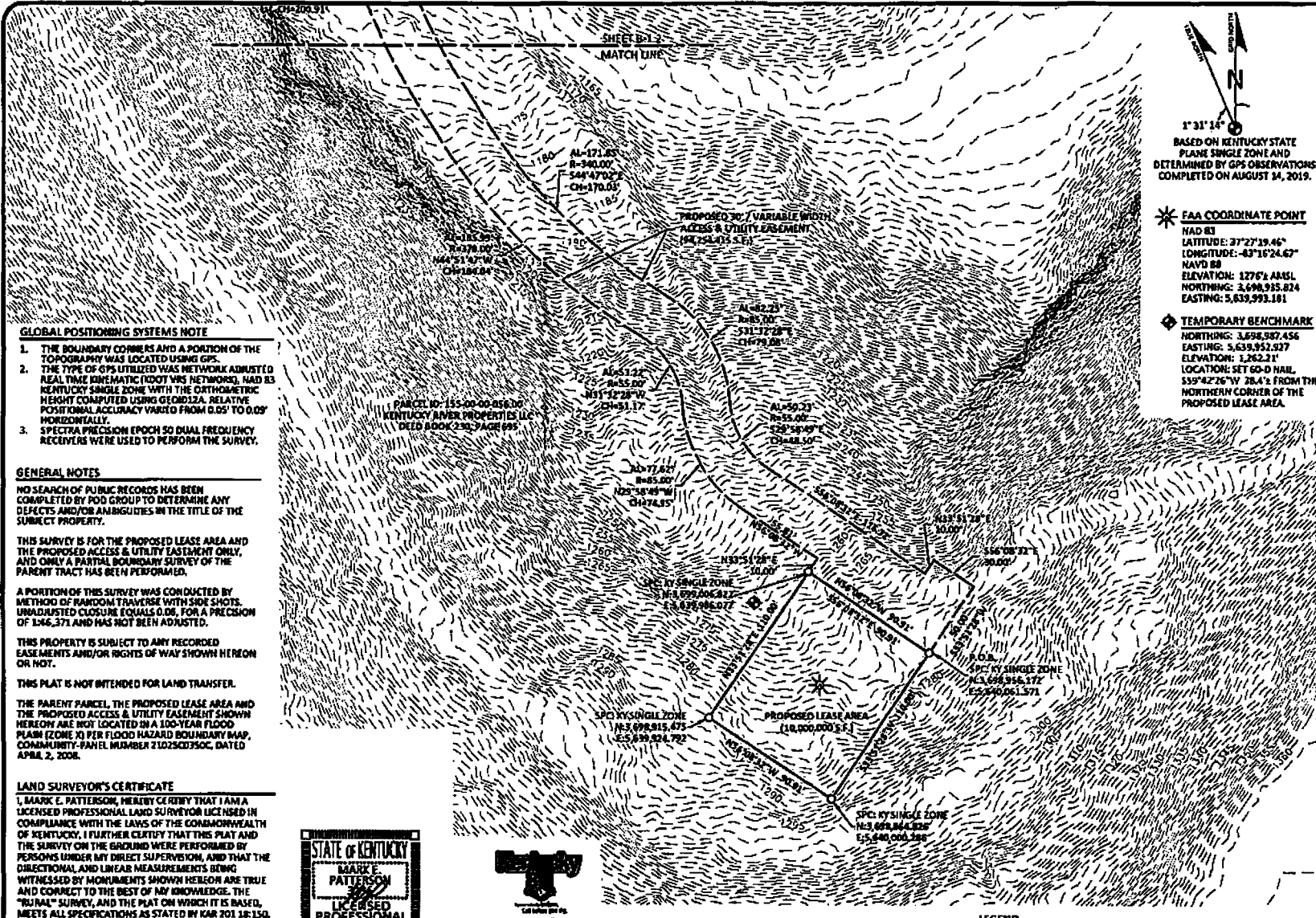
I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS BEING WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "NATURAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 206.18-150.



Mark E. Patterson
MARK PATTERSON, PLS #3136
9/23/2019
DATE

LEGEND

P.O.B. POINT OF BEGINNING
UTILITY POLE
EDGE OF PAVEMENT
OVERHEAD ELECTRIC & TELEPHONE
SET 1/2" REBAR 18" LONG
CAPPED "PATTERSON PLS 3136"
PROPERTY LINE
ADJACENT PROPERTY LINE



1" 31' 14"

BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON AUGUST 14, 2019.

★ FAA COORDINATE POINT
 HAD 83
 LATITUDE: 37°27'19.46"
 LONGITUDE: -83°16'24.67"
 NAVD 88
 ELEVATION: 1276.1 ARSL
 NORTHING: 3,698,915.824
 EASTING: 5,639,993.181

◆ TEMPORARY BENCHMARK
 NORTHING: 3,698,987.456
 EASTING: 5,639,952.927
 ELEVATION: 1,262.21'
 LOCATION: SET 60-D NAIL
 539°42'26" W 78.4' FROM THE
 NORTHERN CORNER OF THE
 PROPOSED LEASE AREA.

GLOBAL POSITIONING SYSTEMS NOTE

1. THE BOUNDARY CORNERS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (RODAS) NETWORKS, HAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GDA02A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.05' TO 0.02' HORIZONTALLY.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

GENERAL NOTES

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

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

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.06', FOR A PRECISION OF 1:46,371 AND HAS NOT BEEN ADJUSTED.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE 1) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 2102500350C, DATED APRIL 2, 2008.

LAND SURVEYOR'S CERTIFICATE

I, MARK C. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LIC# 1821 IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS BEING WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "TRIAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED BY KAR 201.18-150.



Mark C. Patterson
 1-800-752-6007
 404 Maple Valley, Fort topton
 KY 40522-1000



LEGEND

P.O.B. POINT OF BEGINNING

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

PREPARED BY:

 13490 BLUEGRASS PARKWAY
 LOUISVILLE, KY 40299
 502-487-9181

PREPARED FOR:

PREPARED FOR:

REVISION

REV.	DATE	DESCRIPTION
A	8.30.19	PRELIM ISSUE W/ TITLE
G	9.23.19	ISSUED AS FINAL

SITE INFORMATION:

CLAYHOLE
 0 BARGE CLAYHOLE
 JACKSON, KY 41339
 BREATHTY COUNTY

TAX PARCEL NUMBER:
 155-00-00-056.00

PROPERTY OWNER:
 KENTUCKY RIVER PROPERTIES LLC
 P.O. BOX 269
 HAZARD, KY 41702

SOURCE OF TITLE:
 DEED BOOK 230, PAGE 695

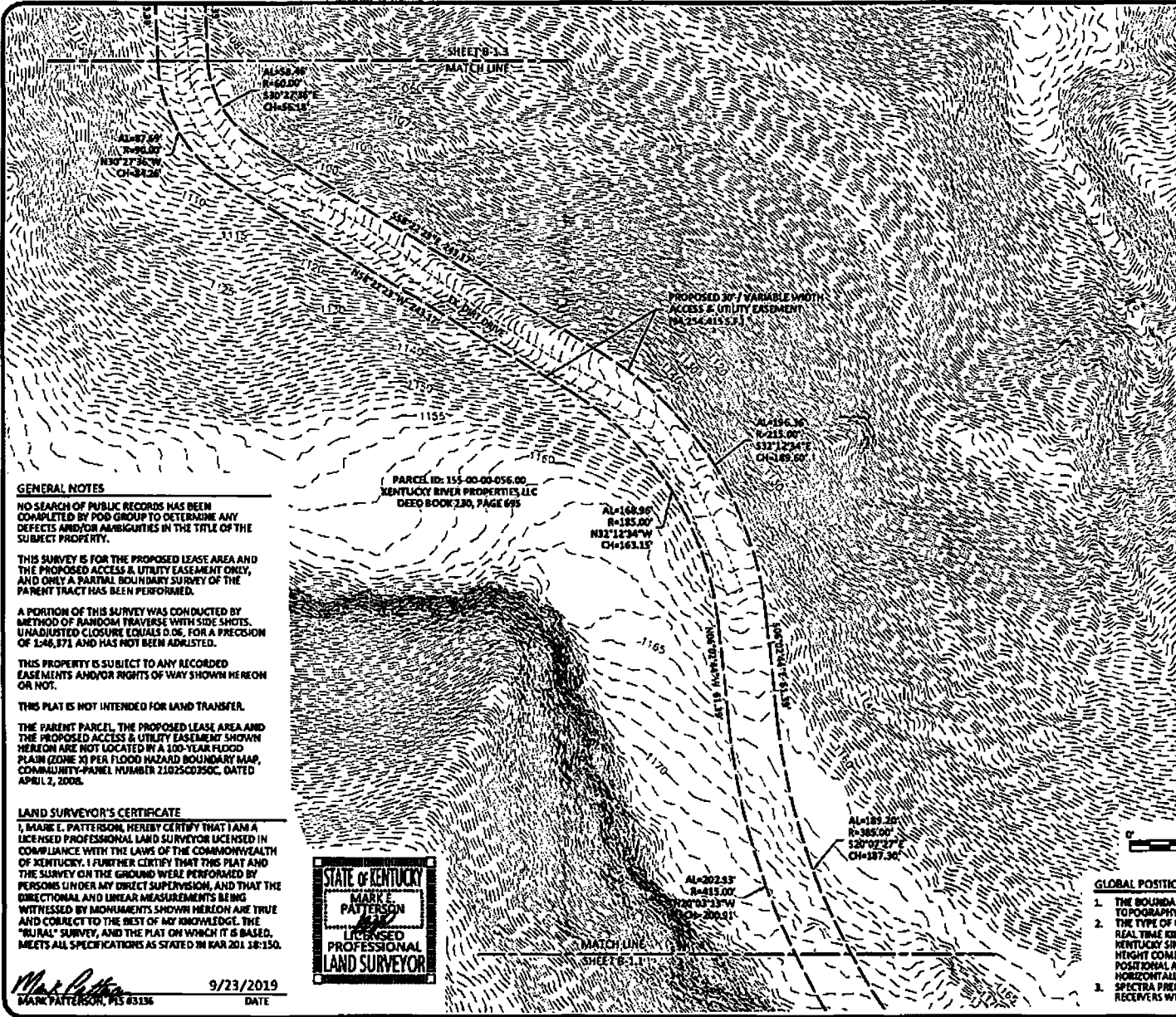
SITE NUMBER:

POD NUMBER:	18-29349
DRAWN BY:	JRS
CHECKED BY:	MEP
SURVEY DATE:	8.14.19
PLAT DATE:	8.30.19

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

SHEET NUMBER: (8 pages)
B-1.1

Mark C. Patterson
 MARK PATTERSON, PLS #3136
 9/23/2019
 DATE



1" = 31.14'

BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON AUGUST 14, 2019.

✳️ **FAA COORDINATE POINT**
 NAD 83
 LATITUDE: 37°27'19.46"
 LONGITUDE: -83°18'24.67"
 NAVD 88
 ELEVATION: 1176.1' AMSL
 NORTHING: 3,628,975.824
 EASTING: 5,639,993.181

✦ **TEMPORARY BENCHMARK**
 NORTHING: 3,629,967.456
 EASTING: 5,639,952.927
 ELEVATION: 1,262.71'
 LOCATION: SET 50-D NAIL, 553°42'25"W 38.4'± FROM THE NORTHERN CORNER OF THE PROPOSED LEASE AREA.

PREPARED BY:
POD
 A DIVISION OF DENCON
 11490 BULLFINCH PARKWAY
 LOUISVILLE, KY 40243
 502.437.5275

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

REVISION

REV.	DATE	DESCRIPTION
A	8.30.19	PRELIM ISSUE W/ TITLE
0	9.23.19	ISSUED AS FINAL

SITE INFORMATION:

CLAYHOLE
 0 BARGE CLAYHOLE
 JACKSON, KY 41338
 BREATHTY COUNTY

TAX PARCEL NUMBER:
 155-00-0056-00

PROPERTY OWNER:
 KENTUCKY RIVER PROPERTIES LLC
 P.O. BOX 269
 HAZARD, KY 41702

SOURCE OF TITLE:
 DEED BOOK 230, PAGE 695

SITE NUMBER:

POD NUMBER: 18-29369

DRAWN BY: JRS

CHECKED BY: MRP

SURVEY DATE: 8.14.19

PLAT DATE: 8.30.19

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

SHEET NUMBER: (8 pages)
B-1.2

GENERAL NOTES

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

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

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.06' FOR A PRECISION OF 1:48,971 AND HAS NOT BEEN ADJUSTED.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 300-YEAR FLOOD PLAIN (ZONE 1) OR FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PLANET NUMBER 21025C0350C, DATED APRIL 2, 2008.

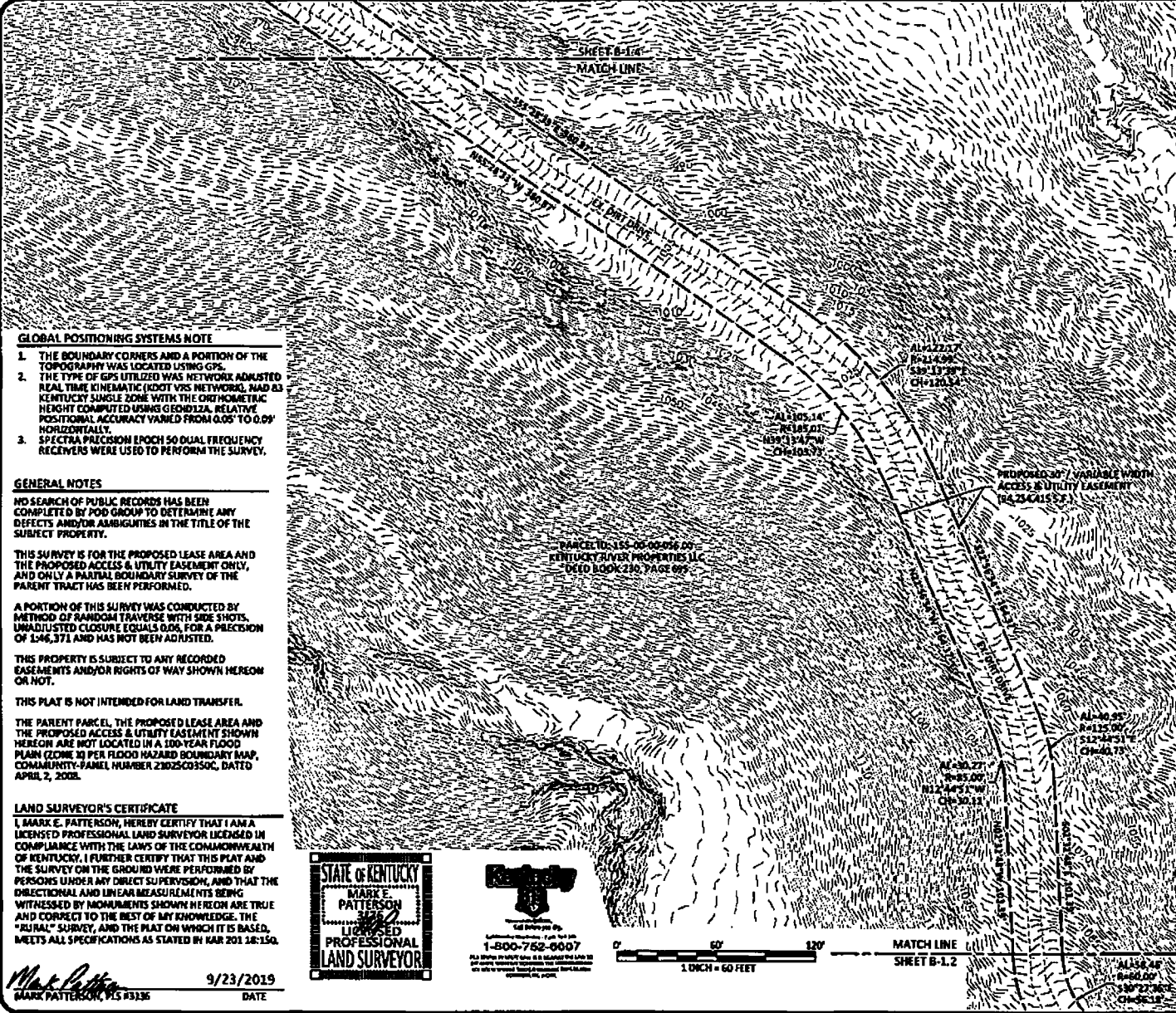
LAND SURVEYOR'S CERTIFICATE


I, **MARK E. PATTERSON**, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS BEING WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "LEGAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201.38:150.



Mark E. Patterson
 MARK PATTERSON, PLS #3136
 9/23/2019
 DATE

- GLOBAL POSITIONING SYSTEMS NOTE**
1. THE BOUNDARY CORNERS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
 2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (ROBT) VRS NETWORK, NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.05" TO 0.05" HORIZONTALLY. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.





 1° 31' 18"

 BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON AUGUST 14, 2019.

 * FAA COORDINATE POINT

 MAD 83

 LATITUDE: 37° 27' 39.46"

 LONGITUDE: -83° 16' 24.67"

 NAVD 88

 ELEVATION: 1276.2 AMSL

 NORTHING: 3,638,935.828

 EASTING: 5,639,951.181

 ♦ TEMPORARY BENCHMARK

 NORTHING: 3,638,967.656

 EASTING: 5,639,952.927

 ELEVATION: 1,262.21'

 LOCATION: SET 60-D NAIL, 55° 42' 26" W 38.1% FROM THE NORTHERN CORNER OF THE PROPOSED LEASE AREA.

PREPARED BY:



 11490 BELLEMEAD PARKWAY

 LOUISVILLE, KY 40299

 502-451-6975

 PREPARED FOR:



 PREPARED FOR:



GLOBAL POSITIONING SYSTEMS NOTE

1. THE BOUNDARY CORNERS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), MAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.05' TO 0.09' HORIZONTALLY.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

GENERAL NOTES

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

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

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.06', FOR A PRECISION OF 1:46,371 AND HAS NOT BEEN ADJUSTED.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 23025C0350C, DATED APRIL 2, 2008.

LAND SURVEYOR'S CERTIFICATE

I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS BEING WITNESSED BY MEASUREMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "RURAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201.1R-150.





 Call or Write to:

 1-800-752-6007

All states in which this B.L. is valid and the state of origin where the instrument was used.



MATCH LINE

 SHEET B-1.2

REVISION

REV.	DATE	DESCRIPTION
A	8.30.19	PRELIM ISSUE W/ TITLE
D	9.23.19	ISSUED AS FINAL

SITE INFORMATION:

CLAYHOLE

 0 BARGE CLAYHOLE

 JACKSON, KY 41339

 BREATHTY COUNTY

 TAX PARCEL NUMBER:

 155-00-00-056-00

 PROPERTY OWNER:

 KENTUCKY RIVER PROPERTIES LLC

 P.O. BOX 269

 HAZARD, KY 41702

 SOURCE OF TITLE:

 DEED BOOK 230, PAGE 695

SITE NUMBER:

 POD NUMBER: 18-29369

 DRAWN BY: JRS

 CHECKED BY: MEP

 SURVEY DATE: 8.14.19

 PLAT DATE: 8.30.19

SHEET TITLE:

SITE SURVEY

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

SHEET NUMBER: (8 pages)

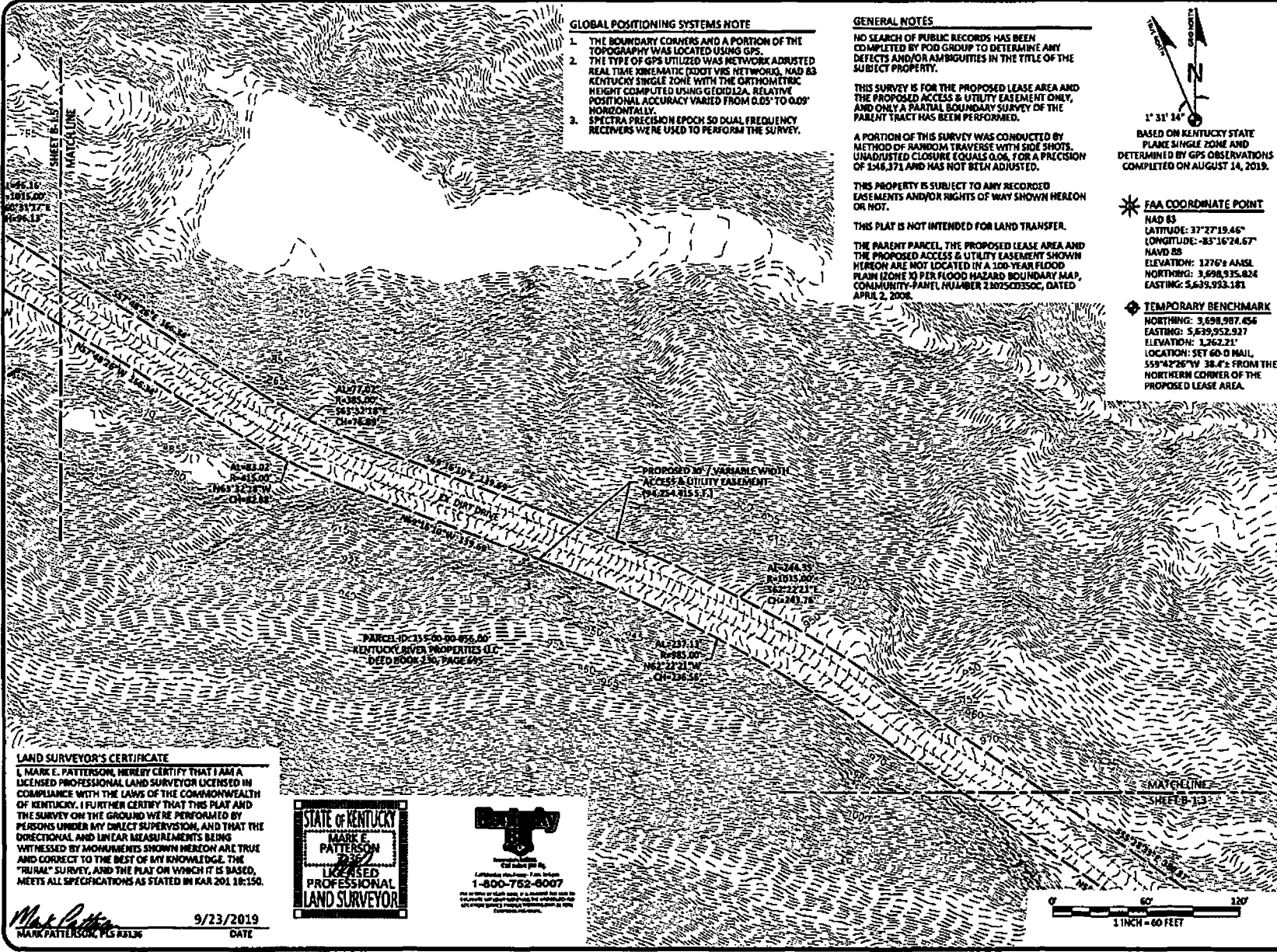
B-1.3



 MARK PATTERSON, PLS #3136

 9/23/2019

 DATE



GLOBAL POSITIONING SYSTEMS NOTE

1. THE BOUNDARY CORNERS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID20A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.05" TO 0.00" HORIZONTALLY.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

GENERAL NOTES

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

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

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.06' FOR A PRECISION OF 1:46,371 AND HAS NOT BEEN ADJUSTED.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 23025C0350C, DATED APRIL 2, 2008.

1° 31' 34"

BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON AUGUST 14, 2019.

FAA COORDINATE POINT
 NAD 83
 LATITUDE: 37° 27' 19.46"
 LONGITUDE: -83° 16' 24.67"
 NAVD 83
 ELEVATION: 1276.9 ANSL
 NORTHING: 3,698,935.824
 EASTING: 5,639,933.181

TEMPORARY BENCHMARK
 NORTHING: 3,698,987.456
 EASTING: 5,639,952.927
 ELEVATION: 1,262.21'
 LOCATION: SET 60-0 MAIL 55° 42' 26" W 38.42' FROM THE NORTHERN CORNER OF THE PROPOSED LEASE AREA.

PREPARED BY:

 11800 BRADDAVA PARKWAY
 LOUISVILLE, KY 40299
 502-437-5134

PREPARED FOR:

PREPARED FOR:

REVISION

REV	DATE	DESCRIPTION
A	8.30.19	PRELIM ISSUE W/ TITLE
0	9.23.19	ISSUED AS FINAL

SITE INFORMATION:

CLAYHOLE
 0 BARGE CLAYHOLE
 JACKSON, KY 41339
 BREATHTITT COUNTY

TAX PARCEL NUMBER:
 155-00-00-056-00

PROPERTY OWNER:
 KENTUCKY RIVER PROPERTIES LLC
 P.O. BOX 269
 HAZARD, KY 41702

SOURCE OF TITLE:
 DEED BOOK 230, PAGE 695

SITE NUMBER:

POD NUMBER: 18-29569

DRAWN BY: JRS
CHECKED BY: NEP
SURVEY DATE: 8.14.19
PLAT DATE: 8.30.19

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

SHEET NUMBER: (8 pages)
B-1.4

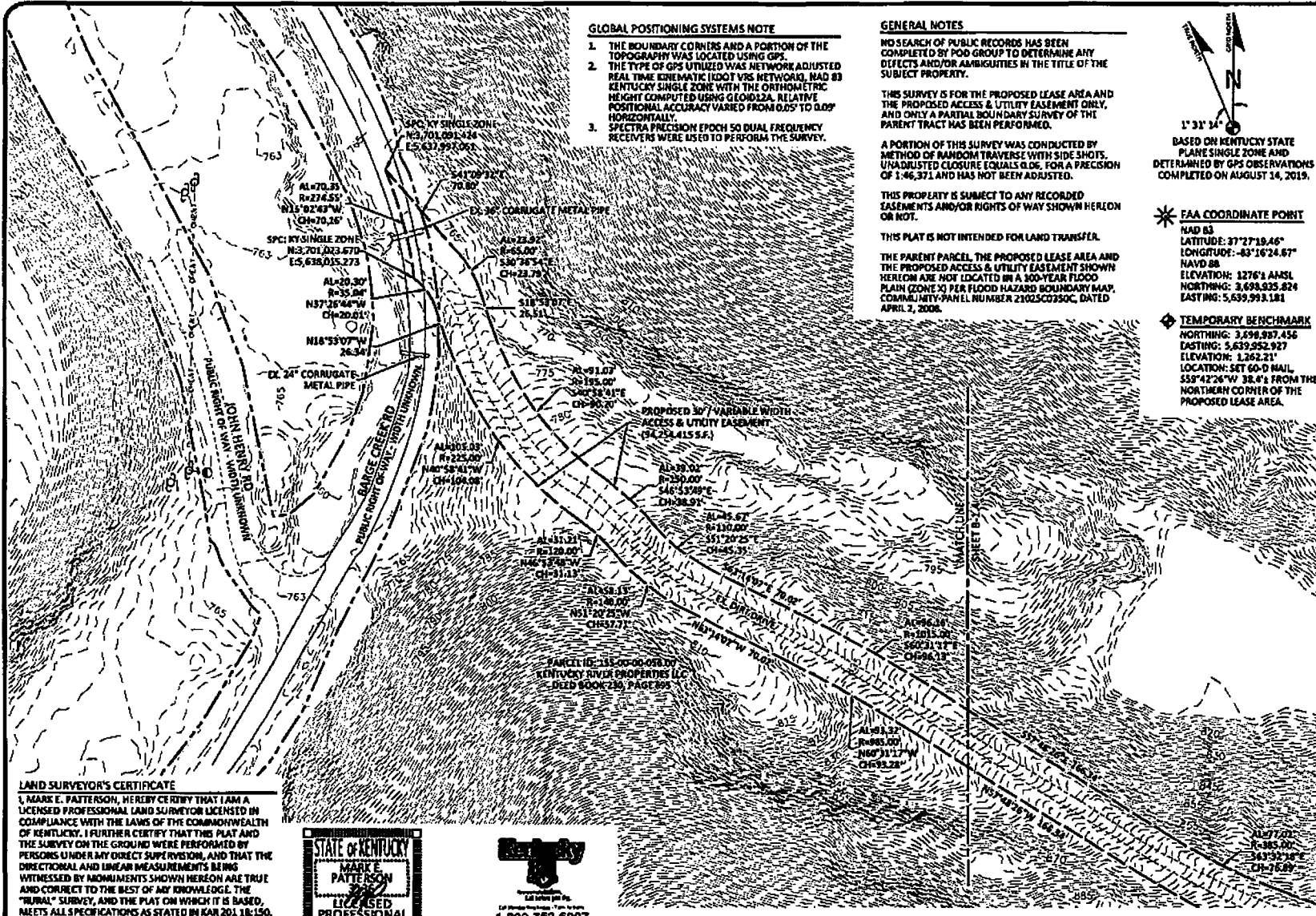
LAND SURVEYOR'S CERTIFICATE

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



Mark Patterson
 MARK PATTERSON, PLS #182136

9/23/2019
 DATE



GLOBAL POSITIONING SYSTEMS NOTE

1. THE BOUNDARY CORNERS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (DDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.05' TO 0.09' HORIZONTALLY.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

GENERAL NOTES

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

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

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.06', FOR A PRECISION OF 1:46,371 AND HAS NOT BEEN ADJUSTED.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 300-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PLAN # NUMBER 21025C0250C, DATED APRIL 2, 2008.

FAA COORDINATE POINT
 NAD 83
 LATITUDE: 37°27'19.46"
 LONGITUDE: -83°16'24.67"
 NAVD 88
 ELEVATION: 1276.1 ANSL
 NORTHING: 3,698,925.824
 EASTING: 5,639,993.181

TEMPORARY BENCHMARK
 NORTHING: 3,698,927.456
 EASTING: 5,639,952.927
 ELEVATION: 1,262.21'
 LOCATION: SET 60-D NAIL, 559'42.26"W 38.4' FROM THE NORTHERN CORNER OF THE PROPOSED LEASE AREA.



REVISION

REV.	DATE	DESCRIPTION
A	8.30.13	PRELIM ISSUE W/ TITLE
D	9.23.13	ISSUED AS FINAL

SITE INFORMATION:

CLAYHOLE
 0 BARGE CLAYHOLE
 JACKSON, KY 41239
 BREATHTITT COUNTY

TAX PARCEL NUMBER:
 155-00-00-056.00

PROPERTY OWNER:
 KENTUCKY RIVER PROPERTIES LLC
 P.O. BOX 269
 HAZARD, KY 41702

SOURCE OF TITLE:
 DEED BOOK 230, PAGE 695

SITE NUMBER:

POD NUMBER: 18-29349
DRAWN BY: JDS
CHECKED BY: MEP
SURVEY DATE: 8.14.13
PLAT DATE: 8.30.13

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

SHEET NUMBER: (8 pages)
B-1.5

LAND SURVEYOR'S CERTIFICATE

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



LEGEND

○ EX. UTILITY POLE
 ○ EX. GUY ANCHOR
 —○— EX. OVERHEAD ELECTRIC & TELEPHONE

Mark Patterson
 MARK PATTERSON, PLS #3136
 9/23/2019
 DATE

LEGAL DESCRIPTIONS

PARENT PARCEL, LEGAL DESCRIPTION, DEED BOOK 230 PAGE 695 (NOT FIELD SURVEYED) LYING AND BEING ON THE WATERS OF BARGE BRANCH OF TROUBLESOME CREEK BREATHTH COUNTY, KENTUCKY, AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS

TRACT 1: BEING THE NORTHWEST 1/4 CORNER OF THE SOUTH BRANCH OF TROUBLESOME CREEK A SHORT DISTANCE FROM THE WATERS OF SAID CREEK... THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO KENTUCKY RIVER PROPERTIES LLC AS RECORDED IN THE CLERKS OFFICE OF BREATHTH COUNTY, KENTUCKY IN DEED BOOK 230, PAGE 695, PARCEL ID: 155-00-00-056.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PROPOSED LEASE AREA THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO KENTUCKY RIVER PROPERTIES LLC AS RECORDED IN THE CLERKS OFFICE OF BREATHTH COUNTY, KENTUCKY IN DEED BOOK 230, PAGE 695, PARCEL ID: 155-00-00-056.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON AUGUST 14, 2019.

BEGINNING AT A SET 1/2" REBAR 18" LONG CAPPED PATTERSON PLS 3136; HERE-AFTER REFERRED TO AS A "SET IPC" IN THE EASTERN CORNER OF THE PROPOSED LEASE AREA, SAID REBAR HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N3 684 956.172, E3 620 061.573; THENCE S33°12'28"W 110.00' TO A "SET IPC" HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N3 608 854.236, E3 620 000.136; THENCE N56°08'32"W 50.01' TO A "SET IPC" HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N3 609 915.475, E3 639 924.792; THENCE THENCE N33°15'22"E 110.00' TO A "SET IPC" HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N3 699 006.822, E3 639 986.077; THENCE S56°08'32"E 90.91' TO THE POINT OF BEGINNING CONTAINING 10,000.00 SQUARE FEET AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED FEBRUARY 22, 2019.

PROPOSED 30' ACCESS & UTILITY EASEMENT THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' ACCESS & UTILITY EASEMENT TO BE LEASED FROM THE PROPERTY CONVEYED TO KENTUCKY RIVER PROPERTIES LLC AS RECORDED IN THE CLERKS OFFICE OF BREATHTH COUNTY, KENTUCKY IN DEED BOOK 230, PAGE 695, PARCEL ID: 155-00-00-056.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON AUGUST 14, 2019.

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON AUGUST 14, 2019.

TRACT 2: BEING THE NORTHWEST 1/4 CORNER OF THE SOUTH BRANCH OF TROUBLESOME CREEK... THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO KENTUCKY RIVER PROPERTIES LLC AS RECORDED IN THE CLERKS OFFICE OF BREATHTH COUNTY, KENTUCKY IN DEED BOOK 230, PAGE 695, PARCEL ID: 155-00-00-056.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXCLUSION NO. 1: THAT CERTAIN SURFACE TRACT CONVEYED BY DEED FROM JULIA T. ALLEN, ET AL TO LOGAN COMBS, ET AL DATED JULY 31, 1940, AND RECORDED IN DEED BOOK 76, PAGE 262 AND

EXCLUSION NO. 2: THE GEORGE ALLEN HOMEPLACE LOCATED ON THE NORTH SIDE OF TROUBLESOME CREEK BETWEEN TROUBLESOME CREEK AND KENTUCKY HIGHWAY 476 ACROSS FROM THE OLD CLAYHOLE POST OFFICE.

TRACTS ONE AND TWO BEING ALL THE BARGE BRANCH OF TROUBLESOME CREEK... THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO KENTUCKY RIVER PROPERTIES LLC AS RECORDED IN THE CLERKS OFFICE OF BREATHTH COUNTY, KENTUCKY IN DEED BOOK 230, PAGE 695, PARCEL ID: 155-00-00-056.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

IT IS THE INTENTION OF THE PARTIES THAT THIS DEED CONVEY ALL OF THE PROPERTY AND ANY INTEREST THEREIN OWNED BY THE GRANTORS ON THE SOUTH SIDE OF TROUBLESOME CREEK ON OR NEAR THE WATERS OF BARGE BRANCH OF TROUBLESOME CREEK, BREATHTH COUNTY, KENTUCKY, BY DEED OR POSSESSION, WHETHER OR NOT SPECIFICALLY INCLUDED IN THE ABOVE DESCRIPTIONS, TO THE GRANTEE.



Mark E. Patterson
MARK PATTERSON, PLS #3136

9/23/2019
DATE



REVISION

Table with 3 columns: REV, DATE, DESCRIPTION. Row 1: A, 8.30.19, PRELIM ISSUE W/ TITLE. Row 2: D, 9.23.19, ISSUED AS FINAL.

SITE INFORMATION:

CLAYHOLE
O BARGE CLAYHOLE
JACKSON, KY 41339
BREATHTH COUNTY

TAX PARCEL NUMBER:
155-00-00-056.00

PROPERTY OWNER:
KENTUCKY RIVER PROPERTIES LLC
P.O. BOX 269
HAZARD, KY 41702

SOURCE OF TITLE:
DEED BOOK 230, PAGE 695

SITE NUMBER:

POD NUMBER: 18-29869
DRAWN BY: IRS
CHECKED BY: MEP
SURVEY DATE: 8.14.19
PLAT DATE: 8.30.19

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

SHEET NUMBER: (8 of 9) 8-1.6

REPORT OF TITLE - PARCEL ID: 155-00-00-056.00 - DEED BOOK 230, PAGE 695

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POD GROUP, LLC AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, ALIASMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. INFORMATION REGARDING THESE MATTERS WERE GAINED FROM U.S. TITLE SOLUTIONS, FILE NO. 63499-KY2906-5030, REFERENCE NO. 1800081A, DATED JULY 30, 2019 PREPARED FOR MASTEC NETWORK SOLUTIONS - KY/TN ON BEHALF OF AT&T. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT AND THE NUMBERS IN THE COMMENTS CORRESPOND TO THE NUMBERING SYSTEM IN SAID REPORT.

SCHEDULE B

1. TAXES, TAX LIES, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN. TAX ID: 155-00-00-056.00 - PERIOD: 2018 - PAYMENT STATUS: PAID - TAX AMOUNT: \$432.35 (NOT A LAND SURVEYING MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
2. MORTGAGES RETURNED HEREIN. (-0-). SEE SEPARATE MORTGAGE SCHEDULE. NONE WITHIN PERIOD SEARCHED.
3. ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY OF THE PARENT PARCEL, THEREFORE CANNOT ADDRESS THIS ITEM.)
4. RIGHTS OF TENANTS OR PERSON IN POSSESSION. (RIGHTS ARE NOT A LAND SURVEYING MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

(JUDGMENTS, LIENS AND LIES)

5. NONE WITHIN PERIOD SEARCHED

(COVENANTS/RESTRICTIONS)

6. NONE WITHIN PERIOD SEARCHED

(EASEMENTS AND RIGHTS OF WAY)

7. NONE WITHIN PERIOD SEARCHED



LAND SURVEYOR'S CERTIFICATE

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

Mark E. Patterson
 MARK PATTERSON, PLS #3136

9/23/2019
 DATE



REVISION		
REV.	DATE	DESCRIPTION
A	8.30.19	PRELIM ISSUE W/ TITLE
D	8.23.19	ISSUED AS FINAL

SITE INFORMATION:

CLAYHOLE
 0 BARBE CLAYHOLE
 JACKSON, KY 41339
 BREATHTY COUNTY

TAX PARCEL NUMBER:
 155-00-00-056.00

PROPERTY OWNER:
 KENTUCKY RIVER PROPERTIES LLC
 P.O. BOX 255
 HAZARD, KY 41702

SOURCE OF TITLE:
 DEED BOOK 230, PAGE 695

SITE NUMBER:

POD NUMBER: 18-29369
DRAWN BY: JMS
CHECKED BY: MJP
SURVEY DATE: 8.14.19
PLAT DATE: 8.30.19

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

SHEET NUMBER: (8 pages)
B-1.7

EXHIBIT J
NOTIFICATION LISTING

Clay Hole – Notice List

KY RIVER PROPERTIES LLC
PO BOX 269
HAZARD, KY 41702

NOBLE CICERO ESTATE
C/O MARCUS MULLINS
99 SNOWDEN BR ROAD
JACKSON, KY 41339

KENCO ENERGIES INC
C/O RON FRANCIS
1101-A DORBYTOWN ROAD
NASHVILLE, TN 37207

ROBERTS FRED & ELIZA
C/O DELORIS BREWER
106 SPRING FORK
CLAYHOLE, KY 41317

NEACE DENNIS
PO BOX 411
LOST CREEK, KY 41348

BREWER SCOTTIE
1253 BARGE CREEK ROAD
CLAYHOLE, KY 41317

COMBS FEBUARY
228 E DOROTHY LANE
KETTERING, OH 45419

NOBLE KENNY
WALTON, KY 41094

FORTNEY THELMA
PO BOX 113
FISTY, KY 41743

DEATON RONALD
PO BOX 222
CHAVIES, KY 41727

HUDSON CLARINDA
4021 ROYSTER ROAD
LEXINGTON, KY 40516

SOUTHWOOD REBECCA SUE
1546 BARGE CREEK RD
CLAYHOLE, KY 41317

NOBLE JANICE
C/O CAROL SCHLEYER
4163 WINDBROOK DR
CINCINNATI OHIO 45241

HUDSON DEBBIE
1302 SPRING STREET
YORKVILLE, IL 60560

HARVEY WAYNE
6750 HWY 476
CLAYHOLE, KY 41317

ROBERTS ERNIE
6641 HWY 476
CLAYHOLE, KY 41317

SPENCER SYLVANIA
6518 HWY 476
CLAYHOLE, KY 41317

DAVIS RUSSEL K
SANDRA D STEPP
PO BOX 600
MORGANTON, GA 30560

MEADOWS MARVIN & EDITH
4480 HWY 476
CLAYHOLE, KY 41317

DAVIS CEMETERY
C/O FLINT DAVIS
CLAYHOLE, KY 41317

COMBS J GORDON
C/O WADELL JOSHUA P.
601 HWY 476
LOST CREEK, KY 41348

JONES STEPHEN
8 ROSEBUD AVE
ERLANGER, KY 41018

THE HAPPY CHURCH, INC
24 HAPPY LANE
JACKSON, KY 41339

GUSEMAN JONATHAN & KELLY
4253 HWY 476
CLAYHOLE, KY 41317

WILSON BARBARA & HENRY
P.O. BOX 180
LOST CREEK, KY 41348

NOBLE EARNEST & YVONNE
1969 HWY 476
CLAYHOLE, KY 41317

NOBLE EARNEST & LOREAN SOUTHWOOD
1969 HWY 476
LOST CREEK, KY 41348

HARDIN CEMETERY
C/O STEVE HARDIN
CLAYHOLE, KY 41317

NAPIER PEARLIE
3979 HWY 476
CLAYHOLE, KY 41317

MOLANDS LAWRENCE
3923 HWY 476
CLAYHOLE, KY 41317

HONAKER VIRGIL
PO BOX 391
LOST CREEK, KY 41348

NAPIER DEAN
3843 HWY 476
CLAYHOLE, KY 41317

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: Clayhole**

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 705 Barge Creek Road, Jackson, KY 41317 (37° 27' 19.46" North latitude, 83° 16' 24.67" West longitude). The proposed facility will include a 355-foot tall tower, with an approximately 15-foot tall lightning arrestor attached at the top, for a total height of 370-feet, plus 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 2020-00306 in any correspondence sent in connection with this matter.

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

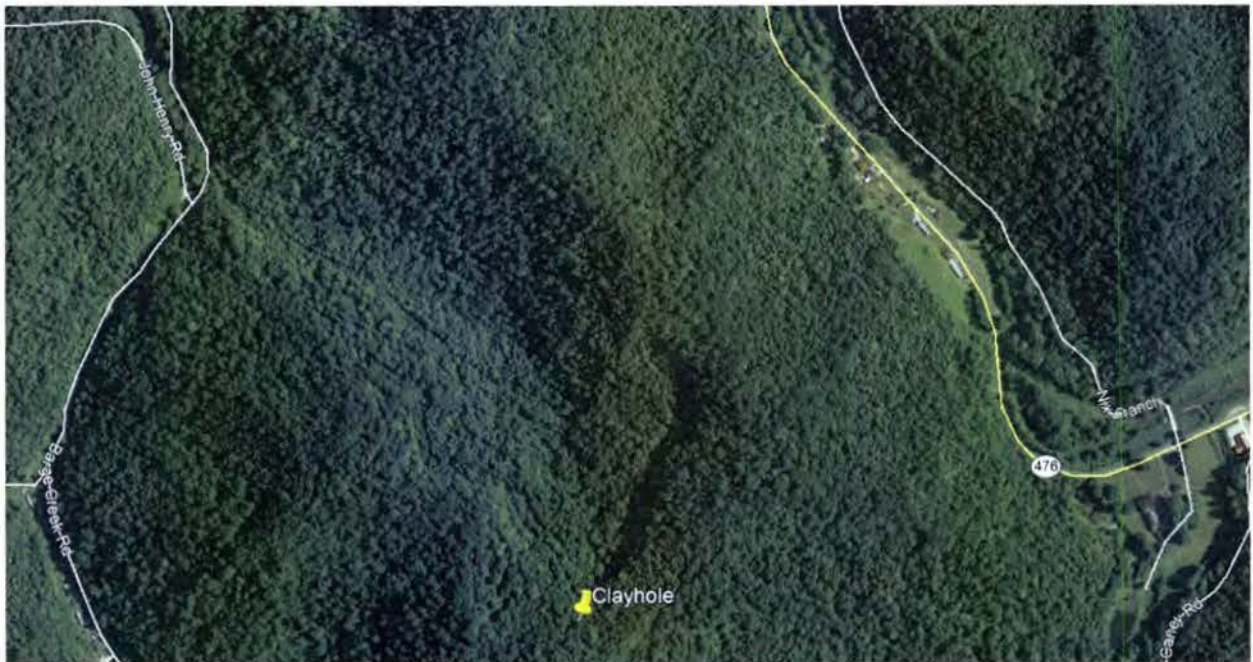
We have attached a map showing the site location for the proposed tower. Applicant's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area.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

Sincerely,
David A. Pike
Attorney for Applicant

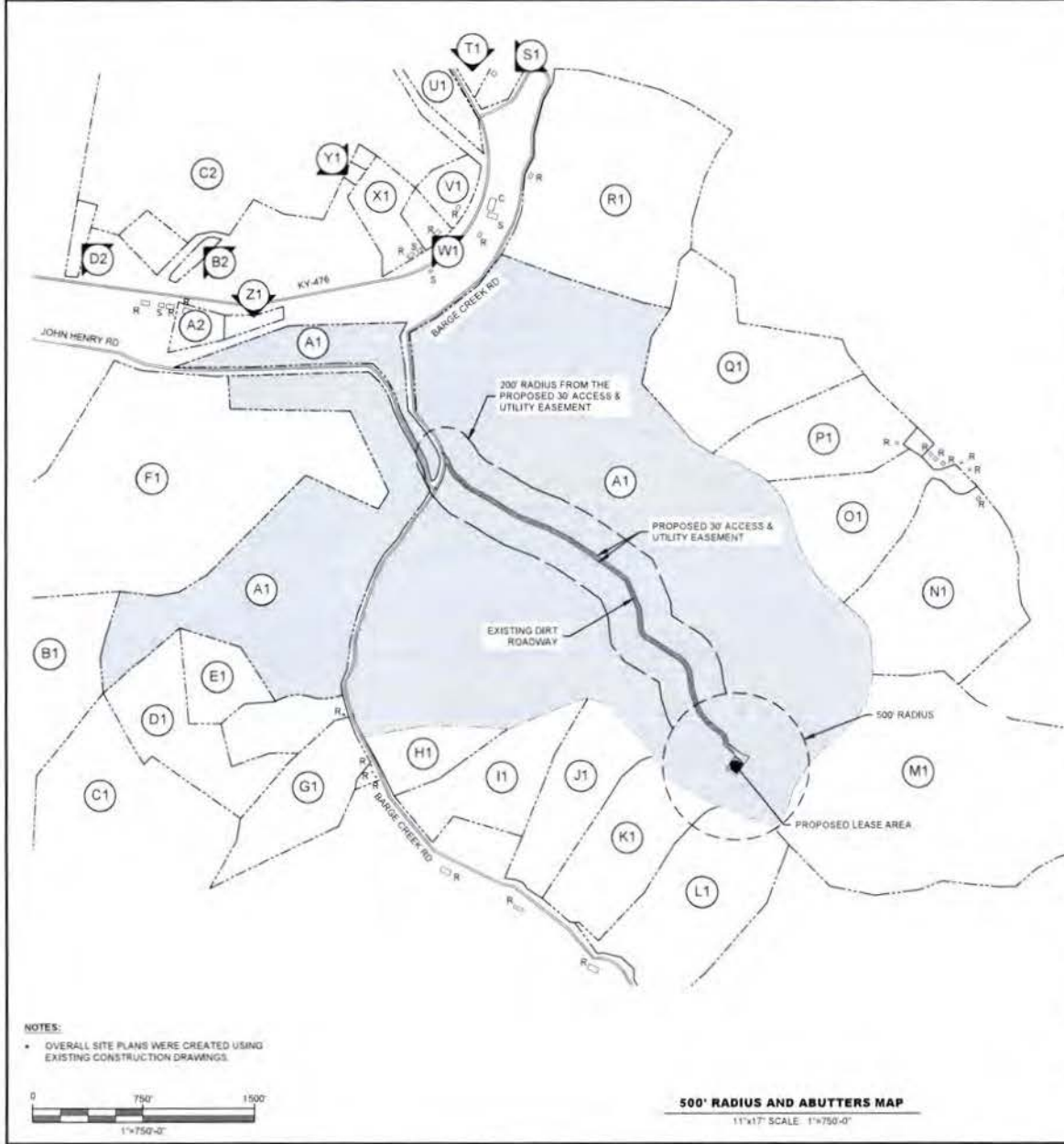
enclosures

Driving Directions to Proposed Tower Site

1. Beginning at the County Judge Executive's Office, located at 1137 Main Street, Jackson, KY 41339, head southwest (toward Court Street) on Main Street and travel approximately 0.1 miles.
2. Turn left onto Broadway Street and travel approximately 0.4 miles.
3. Continue onto KY-1812 (Old Quicksand Road / Quicksand Road) and travel approximately 3.0 miles.
4. Turn right onto KY-15 S and travel approximately 6.9 miles.
5. Turn left onto KY-476 S and travel approximately 3.7 miles.
6. Turn right toward John Henry Road and travel approximately 463 feet.
7. Turn left onto John Henry Road and travel approximately 0.6 miles.
8. Turn left onto Barge Creek Road and travel approximately 203 feet. The site is on the right, at 705 Barge Creek Road, Jackson, KY 41317.
9. The site coordinates are:
 - a. North 37 deg 27 min 19.46 sec
 - b. West 83 deg 16 min 24.67 sec



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



500' RADIUS AND ABUTTERS MAP
1"=750'-0"

NOTES:
 * OVERALL SITE PLANS WERE CREATED USING EXISTING CONSTRUCTION DRAWINGS.

GENERAL NOTES:

1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE INFORMATION DESCRIBED AND RECORDED FROM DEED BOOKS IN THE COUNTY CLERK'S OFFICE BREATHITT COUNTY, KENTUCKY ON 03/26/20 AND RE-VERIFIED ON 04/06/20. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES.
2. THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY.
3. NOT FOR RECORDING OR PROPERTY TRANSFER.

A1	PARCEL ID: 155-00-00-058.00 KENTUCKY RIVER PROPERTIES LLC PO BOX 269 HAZARD, KY 41702	Q1	PARCEL ID: 169-00-00-012.00 SPENCER, SYLVANIA 8518 HWY 478 CLAYHOLE, KY 41317
B1	PARCEL ID: 155-00-00-058.00 KENTUCKY RIVER PROPERTIES LLC PO BOX 269 HAZARD, KY 41702	R1	PARCEL ID: 155-00-00-048.00 DAVIS, RUSSEL K, STEPP, SANDRA PO BOX 800 MORGANTON, GA 30560
C1	PARCEL ID: 155-00-00-059.00 NOBLE, CICERO 99 SHOWNEN BR ROAD JACKSON, KY 41339	S1	PARCEL ID: 155-00-00-048.00 MEADOWS, MARVIN & EDITH 4480 HWY 478 CLAYHOLE, KY 41317
D1	PARCEL ID: 155-00-00-067.00 KENCO ENERGIES INC 1101-A DORBYTOWN ROAD NASHVILLE, TN 37207	T1	PARCEL ID: 155-00-00-047.00 DAVIS CEMETERY CLAYHOLE, KY 41317
E1	PARCEL ID: 155-00-00-066.01 ROBERTS, FRED & ELZA 108 SPRING FORD CLAYHOLE, KY 41317	U1	PARCEL ID: 155-00-00-046.00 COMBS, J GORDON, R FRED COMBS 801 HWY 478 LOST CREEK, KY 41348
F1	PARCEL ID: 155-00-00-063.01 COMBS, FEBUARY 228 E DOROTHY LANE KETTERING, OH 45419	V1	PARCEL ID: 155-00-00-040.00 JONES, STEPHEN 8 ROSEBUD AVE ERLANGER, KY 41018
G1	PARCEL ID: 155-00-00-061.00 NOBLE, KENNY WALTON, KY 41094	W1	PARCEL ID: 155-00-00-035.00 GUSEMAN, JONATHAN & KELLY 4253 HWY 478 CLAYHOLE, KY 41317
H1	PARCEL ID: 155-00-00-062.00 KENCO ENERGIES INC 1101-A DORBYTOWN ROAD NASHVILLE, TN 37207	X1	PARCEL ID: 155-00-00-037.00 NOBLE, EARNEST, LOREAN SOUTHWOOD 1969 HWY 478 LOST CREEK, KY 41348
I1	PARCEL ID: 155-00-00-069.00 FORTNEY, THELMA PO BOX 113 FISBY, KY 41743	Y1	PARCEL ID: 155-00-00-034.00 HARDIN CEMETERY C/O STEVE HARDIN CLAYHOLE, KY 41317
J1	PARCEL ID: 155-00-00-068.00 FORTNEY, THELMA PO BOX 113 FISBY, KY 41743	Z1	PARCEL ID: 155-00-00-031.00 NAPIER, PEARLIE 3679 HWY 478 CLAYHOLE, KY 41317
K1	PARCEL ID: 155-00-00-024.00 HUDSON CLARINDA 4021 ROYSTER ROAD LEXINGTON, KY 40516	A2	PARCEL ID: 155-00-00-030.00 MOLANDS, LAWRENCE 3923 HWY 478 CLAYHOLE, KY 41317
L1	PARCEL ID: 169-00-00-022.01 SOUTHWOOD, REBECCA SUE 1546 BARGE CREEK RD CLAYHOLE, KY 41317	B2	PARCEL ID: 155-00-00-027.00 HONAKER, VIRGIL PO BOX 391 LOST CREEK, KY 41348
M1	PARCEL ID: 169-00-00-021.01 HUDSON DEBBIE 1302 SPRING STREET YORKVILLE, IL 60560	C2	PARCEL ID: 155-00-00-024.00 HUDSON CLARINDA 4021 ROYSTER ROAD LEXINGTON, KY 40516
N1	PARCEL ID: 169-00-00-016.00 HARVEY, WAYNE 6750 HWY 478 CLAYHOLE, KY 41317	D2	PARCEL ID: 155-00-00-022.00 NAPIER, DEAN 3843 HWY 478 CLAYHOLE, KY 41317
O1	PARCEL ID: 169-00-00-014.00 HARVEY, WAYNE 6750 HWY 478 CLAYHOLE, KY 41317		
P1	PARCEL ID: 169-00-00-013.01 ROBERTS, ERNIE 6641 HWY 478 CLAYHOLE, KY 41317		

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



04/05/2020
 RAPHAEL MOHAMED, P.E.
 KENTUCKY LIC. NO. 24429

SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY
04/06/20	CONSTRUCTION	0	RM

DRAWN BY	CTS
CHECKED BY	CSB
APPROVED BY	RM
MNS PROJECT NO.	21379

THE INFORMATION CONTAINED IN THESE DOCUMENTS IS PROPRIETARY BY NATURE. REPRODUCTION OR CLAIMING TO BE REPRODUCED THE WHOLE OR ANY PART OF THESE DRAWINGS WITHOUT THE PERMISSION OF MASTEC NETWORK SOLUTIONS IS PROHIBITED.



SITE ID:
CLAYHOLE

SITE NAME:
CLAYHOLE

SITE ADDRESS:
**705 BARGE CREEK ROAD
 JACKSON, KY 41317**

FA LOCATION:
13800698

SHEET TITLE
500' RADIUS AND ABUTTERS MAP

SHEET NUMBER
M-1

EXHIBIT L
COPY OF COUNTY JUDGE/EXECUTIVE NOTICE



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

VIA CERTIFIED MAIL

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

RE: Notice of Proposal to Construct Wireless Communications Facility
Kentucky Public Service Commission Docket No. 2020-00306
Site Name: Clayhole

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 705 Barge Creek Road, Jackson, KY 41317 (37° 27' 19.46" North latitude, 83° 16' 24.67" West longitude). The proposed facility will include a 355-foot tall tower, with an approximately 15-foot tall lightning arrestor attached at the top, for a total height of 370-feet, plus 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 2020-00306 in any correspondence sent in connection with this matter.

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

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

Sincerely,
David A. Pike
Attorney for Applicant

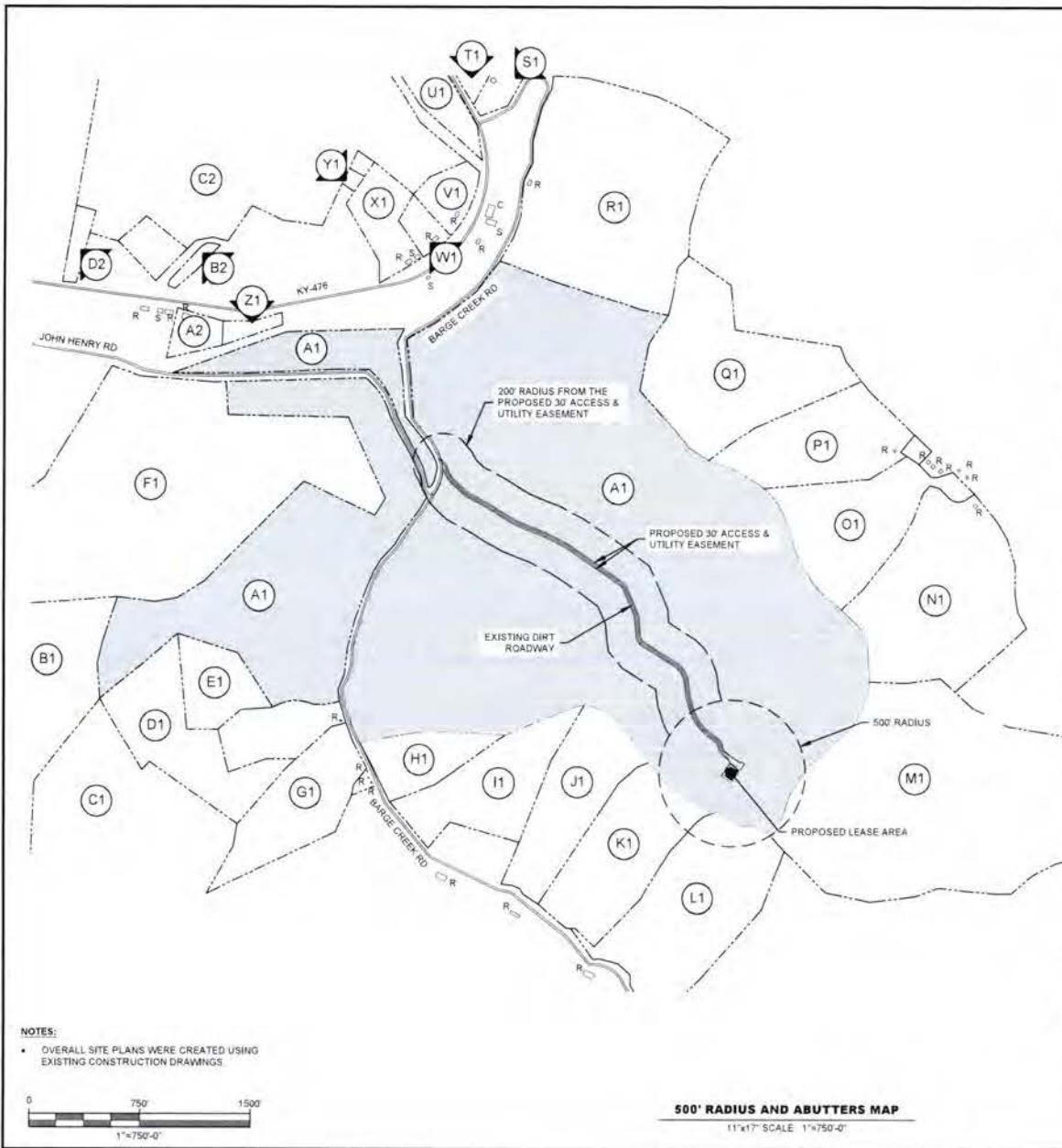
enclosures

Driving Directions to Proposed Tower Site

1. Beginning at the County Judge Executive's Office, located at 1137 Main Street, Jackson, KY 41339, head southwest (toward Court Street) on Main Street and travel approximately 0.1 miles.
2. Turn left onto Broadway Street and travel approximately 0.4 miles.
3. Continue onto KY-1812 (Old Quicksand Road / Quicksand Road) and travel approximately 3.0 miles.
4. Turn right onto KY-15 S and travel approximately 6.9 miles.
5. Turn left onto KY-476 S and travel approximately 3.7 miles.
6. Turn right toward John Henry Road and travel approximately 463 feet.
7. Turn left onto John Henry Road and travel approximately 0.6 miles.
8. Turn left onto Barge Creek Road and travel approximately 203 feet. The site is on the right, at 705 Barge Creek Road, Jackson, KY 41317.
9. The site coordinates are:
 - a. North 37 deg 27 min 19.46 sec
 - b. West 83 deg 16 min 24.67 sec



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



GENERAL NOTES:

1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE INFORMATION DESCRIBED AND RECORDED FROM DEED BOOKS IN THE COUNTY CLERK'S OFFICE BREATHITT COUNTY, KENTUCKY ON 03/26/20 AND RE-VERIFIED ON 04/06/20. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES.
2. THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY.
3. NOT FOR RECORDING OR PROPERTY TRANSFER.

A1	PARCEL ID: 155-00-00-056.00 KENTUCKY RIVER PROPERTIES LLC PO BOX 269 HAZARD, KY 41702	Q1	PARCEL ID: 169-00-00-012.00 SPENCER, SYLVANIA 9518 HWY 476 CLAYHOLE, KY 41317
B1	PARCEL ID: 155-00-00-058.00 KENTUCKY RIVER PROPERTIES LLC PO BOX 269 HAZARD, KY 41702	R1	PARCEL ID: 155-00-00-048.00 DAVIS, RUSSEL K. STEPP, SANDRA PO BOX 600 MORGANTON, GA 30560
C1	PARCEL ID: 155-00-00-059.00 KENCO ENERGIES INC 99 SNOOKEN BIR ROAD JACKSON, KY 41339	S1	PARCEL ID: 155-00-00-048.00 MEADOWS, MARVIN & EDITH 480 HWY 476 CLAYHOLE, KY 41317
D1	PARCEL ID: 155-00-00-057.00 KENCO ENERGIES INC 1101-A DORBYTOWN ROAD NASHVILLE, TN 37207	T1	PARCEL ID: 155-00-00-047.00 DAVIS CEMETERY CLAYHOLE, KY 41317
E1	PARCEL ID: 155-00-00-056.01 ROBERTS, FRED & ELZA 106 SPRING FORK CLAYHOLE, KY 41317	U1	PARCEL ID: 155-00-00-046.00 COMBS, J. GORDON, R. FRED COMBS 601 HWY 476 LOST CREEK, KY 41348
F1	PARCEL ID: 155-00-00-053.01 COMBS, FEBRUARY 228 E DOROTHY LANE KETTERING, OH 45419	V1	PARCEL ID: 155-00-00-040.00 JONES, STEPHEN 8 ROSEBUD AVE ERLANGER, KY 41018
G1	PARCEL ID: 155-00-00-061.00 NOBLE, KENNY WALTON, KY 41094	W1	PARCEL ID: 155-00-00-039.00 GUSEMAN, JONATHAN & KELLY 4253 HWY 476 CLAYHOLE, KY 41317
H1	PARCEL ID: 155-00-00-062.00 KENCO ENERGIES INC 1101-A DORBYTOWN ROAD NASHVILLE, TN 37207	X1	PARCEL ID: 155-00-00-037.00 NOBLE, EARNEST, LOREAN SOUTHWOOD 1969 HWY 476 LOST CREEK, KY 41348
I1	PARCEL ID: 155-00-00-069.00 FORTNEY, THELMA PO BOX 113 FISTY, KY 41743	Y1	PARCEL ID: 155-00-00-034.00 HARDIN CEMETERY C/O STEVE HARDIN CLAYHOLE, KY 41317
J1	PARCEL ID: 155-00-00-068.00 FORTNEY, THELMA PO BOX 113 FISTY, KY 41743	Z1	PARCEL ID: 155-00-00-031.00 NAPIER, PEARLIE 3979 HWY 476 CLAYHOLE, KY 41317
K1	PARCEL ID: 155-00-00-024.00 HUDSON CLARRINDA 4021 ROYSER ROAD LEXINGTON, KY 40516	A2	PARCEL ID: 155-00-00-030.00 MOLANDS, LAWRENCE 3823 HWY 476 CLAYHOLE, KY 41317
L1	PARCEL ID: 169-00-00-022.01 SOUTHWOOD, REBECCA SUE 1546 BARGE CREEK RD CLAYHOLE, KY 41317	B2	PARCEL ID: 155-00-00-027.00 HONAKER, VIRGIL PO BOX 391 LOST CREEK, KY 41348
M1	PARCEL ID: 169-00-00-021.00 HUDSON DEBBIE 1302 SPRING STREET YORKVILLE, IL 60560	C2	PARCEL ID: 155-00-00-024.00 HUDSON CLARRINDA 4021 ROYSER ROAD LEXINGTON, KY 40516
N1	PARCEL ID: 169-00-00-016.00 HARVEY, WAYNE 6750 HWY 476 CLAYHOLE, KY 41317	D2	PARCEL ID: 155-00-00-022.00 NAPIER, DEAN 3843 HWY 476 CLAYHOLE, KY 41317
O1	PARCEL ID: 169-00-00-014.00 HARVEY, WAYNE 6750 HWY 476 CLAYHOLE, KY 41317		
P1	PARCEL ID: 169-00-00-013.01 ROBERTS, ERNIE 6641 HWY 476 CLAYHOLE, KY 41317		

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



04/06/2020

RAPHAEL MOHAMED, P.E.
KENTUCKY LIC. NO. 24429

SUBMITTALS

DATE	DESCRIPTION	REV	ISSUED BY
04/06/2020	CONSTRUCTION	0	RM

DRAWN BY	OTB
CHECKED BY	OSB
APPROVED BY	RM
MVS PROJECT NO.	21379

THE INFORMATION CONTAINED IN THESE DOCUMENTS IS PROPRIETARY BY NATURE. REPRODUCTION OR COPYING TO BE REPRODUCED THE WHOLE OR ANY PART OF THESE DRAWINGS WITHOUT THE PERMISSION OF MASTEC NETWORK SOLUTIONS IS PROHIBITED.

PREPARED FOR:



PREPARED BY:



SITE ID:

CLAYHOLE

SITE NAME:

CLAYHOLE

SITE ADDRESS:

**705 BARGE CREEK ROAD
JACKSON, KY 41317**

FA LOCATION:

13800698

SHEET TITLE

**500' RADIUS AND
ABUTTERS MAP**

SHEET NUMBER

M-1

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

SITE NAME: CLAYHOLE
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 2020-00306 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 2020-00306 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: 606-693-0170

The Breathitt Advocate
Attn: Legal Notice Ad
1118 Main Street
PO Box 1015
Jackson, KY 41339

RE: Legal Notice Advertisement
Site Name: Clayhole

Dear Ad Department:

Please publish the following legal notice advertisement in the next edition of *The Breathitt Advocate*:

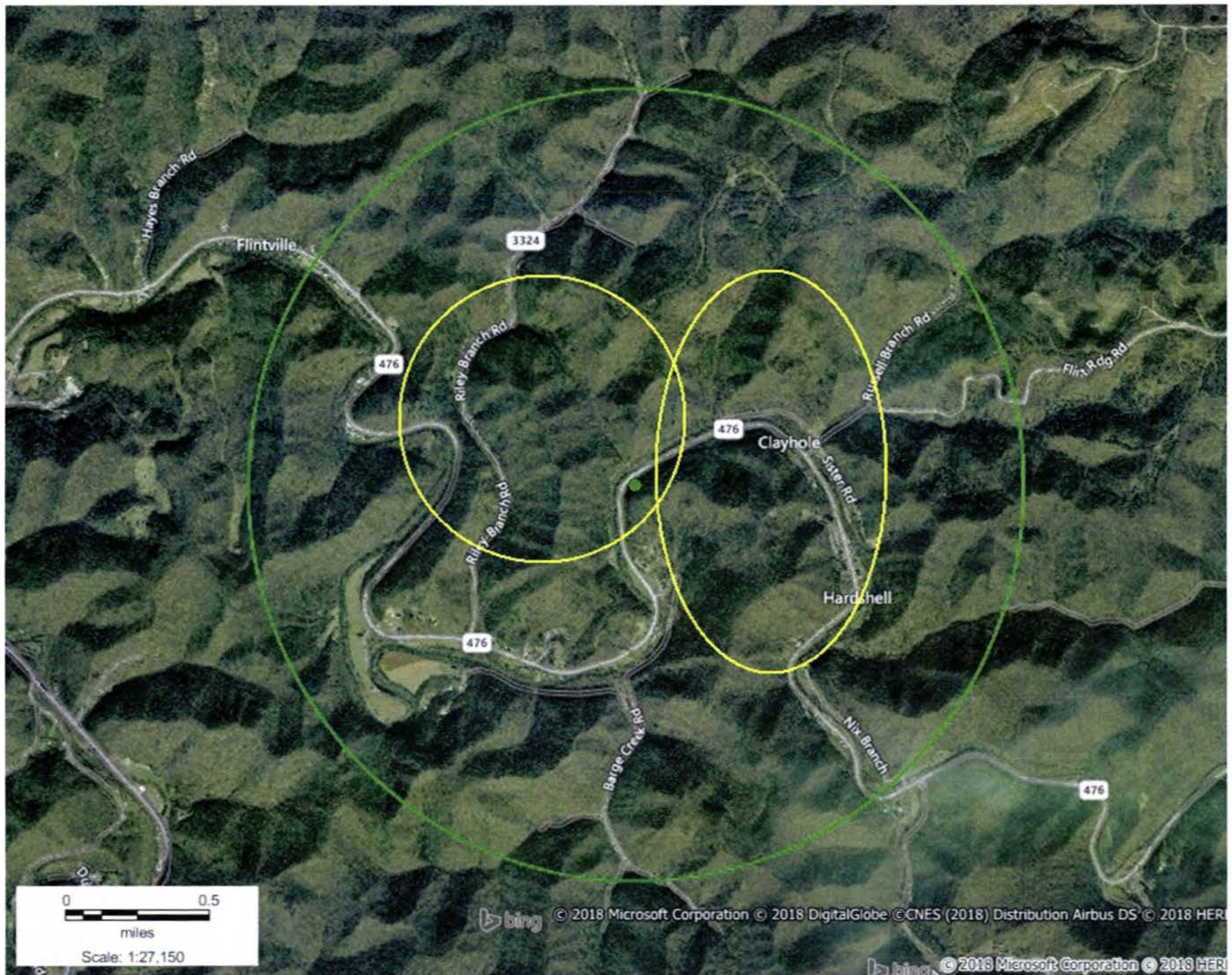
NOTICE

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 705 Barge Creek Road, Jackson, KY 41317 (37° 27' 19.46" North latitude, 83° 16' 24.67" 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 2020-00306 in any correspondence sent in connection with this matter.

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

Sincerely,
Chris Shouse
Pike Legal Group, PLLC

EXHIBIT N
COPY OF RADIO FREQUENCY DESIGN SEARCH AREA



Lat: 37.473399
Lon: -83.280697
Radius: 1.35 miles

Clayhole Search Area_Rev2