

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

In the Matter of:

THE APPLICATION OF)
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS)
AND HORVATH TOWERS VI, LLC FOR ISSUANCE) CASE NO. 2024-00132
OF A CERTIFICATE OF PUBLIC CONVENIENCE AND)
NECESSITY TO CONSTRUCT A WIRELESS)
COMMUNICATIONS FACILITY IN THE)
COMMONWEALTH OF KENTUCKY IN THE COUNTY)
OF FLEMING)

SITE NAME: TILTON

* * * * *

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

Cellco Partnership, d/b/a Verizon Wireless and Horvath Towers VI, LLC (“Co-Applicants”), 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 submit 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 Co-Applicant with wireless communications services.

In support of this Application, Co-Applicants respectfully provide and state the following information:

1. The complete name and address of the Co-Applicants:
 - a. Cellco Partnership, d/b/a Verizon Wireless, having a local address of 2902 Ring Road, Elizabethtown, KY, 42701.

b. Horvath Towers VI, LLC, having a local address of 2307 Edison Road, South Bend, IN 46615

2. Co-Applicants:

a. Cellco Partnership, d/b/a Verizon Wireless is a Delaware general partnership and a copy of the Statement of Good Standing from Delaware, and the Certificate of Assumed Name on file with the Secretary of State of Commonwealth of Kentucky and included as part of **Exhibit A**.

b. Horvath Towers VI, LLC is a Delaware limited liability company and copies of the Formulation Document and the Statement of Good Standing from Delaware, and the Certificate of Authorization on file with the Secretary of State of Commonwealth of Kentucky, are included as part of **Exhibit A**.

3. Co-Applicants propose construction of an antenna tower for communications services, which is to be located in an area outside the jurisdiction of a planning commission, and Co-Applicants submit 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.

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

5. The public convenience and necessity require the construction of the proposed WCF. The construction of the WCF will bring or improve the Co-Applicant's services to an area

currently not served or not adequately served by the Co-Applicant by increasing coverage or capacity and thereby enhancing the public's access to innovative and competitive wireless communications services. A statement from Co-Applicant's RF Design Engineer outlining said need is attached as **Exhibit P** along with Propagation Maps attached as **Exhibit Q**. The WCF is an integral link in the Applicant's network design that must be in place to provide adequate coverage to the service area.

6. To address the above-described service needs, Co-Applicants propose to construct a WCF on the north side of KY-11 / Mount Sterling Road near the intersection with Old KY 11 / Tilton Road, Flemingsburg, KY 41041 (North Latitude: (38° 20' 33.20", West Longitude 83° 46' 10.46"), 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 James Matthew Watson pursuant to a Deed recorded in Deed Book 251, Page 335 in the office of the County Clerk. The proposed WCF will consist of a 260-foot tall tower, with an approximately 10-foot tall lightning arrestor attached at the top, for a total height of 270-feet. The WCF will also include concrete foundations and a shelter or cabinets to accommodate the placement of the Co-Applicant's radio electronics equipment and appurtenant equipment. The Co-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 C**.

7. A list of utilities, corporations, or persons with whom the proposed WCF is likely to compete along with a map showing the proposed location as well as the identified like facilities is attached as **Exhibit E**.

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

9. Tower and Foundation designs have not been completed. This is because an area on site has the potential of being home to Short's Goldenrod, listed as federally endangered. EBI Consulting has contacted the U.S. Fish and Wildlife Service, Kentucky Field Office. As a result, Seth R. Bishop of the Field Office recommends conducting a survey during the flowering period (mid-August to late October); therefore, at this time the site disturbance necessary to conduct the Tower and Foundation Design has been postponed until after the survey for the Short's Goldenrod presence. Please see the correspondence with the U.S. Fish and Wildlife Service, Kentucky Field Office attached as **Exhibit D**. Co-Applicants ask for conditional approval and will submit the Tower and Foundation Drawings once completed.

10. Co-Applicants have 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 Co-Applicant's antennas on an existing structure. When suitable towers or structures exist, Co-Applicant attempts to co-locate on existing structures such as communications towers or other structures capable of supporting Co-Applicant's facilities; however, no other suitable or available co-location site was found to be located in the vicinity of the site. A statement from Co-Applicant, Cellco Partnership, d/b/a Verizon Wireless's RF Design Engineer outlining exploration of co-location opportunities is attached as **Exhibit P**.

11. A copy of the Application for Federal Aviation Administration's ("FAA") and the FAA Determination of No Hazard are attached as **Exhibit F**.

12. A copy of the Kentucky Airport Zoning Commission ("KAZC") Application and the Approval are attached as **Exhibit G**.

13. A geotechnical engineering report has not been completed. This is because an area on the site has the potential of being home to Short's Goldenrod, listed as federally endangered. EBI Consulting has contacted the U.S. Fish and Wildlife Service, Kentucky Field Office. As a result, Seth R. Bishop of the Field Office recommends conducting a survey during the flowering period (mid-August to late October); therefore, at this time the site disturbance necessary to conduct the Geotechnical Report has been postponed until after the survey for the Short's Goldenrod presence. Please see the correspondence with the U.S. Fish and Wildlife Service, Kentucky Field Office attached as **Exhibit D**. Co-Applicants ask for conditional approval and will submit the Geotechnical Report once completed.

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

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

16. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced. All tower designs meet or exceed the minimum requirements of applicable laws and regulations. The identity and qualifications of each person directly responsible for design and construction of the proposed tower are contained in **Exhibit R**.

17. The Construction Manager for the proposed facility is Trena Prewitt and the identity and qualifications of each person directly responsible for design and construction of the proposed tower are contained in **Exhibit R**.

18. As noted on the Survey attached as part of **Exhibit C**, the surveyor has determined that the tower site and access easement are not within any flood hazard area per Flood Hazard Boundary Map, Community Panel Number 21069C0225C, Dated May 20, 2010.

19. **Exhibit C** 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, every owner of real estate within 200 feet of the access road including intersection with the public street system and all abutting property owners (according to the records maintained by the County Property Valuation Administrator). Attached as **Exhibit J** is the Notification List with screen shots of the PVA records verified and updated using the Fleming County PVA on April 30, 2024. **Exhibit C** also identifies 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.

20. Co-Applicants have sent certified notices to 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 informed of his or her right to request intervention. A copy of the form of the notice sent by certified mail to each landowner on April 30, 2024, is attached as **Exhibit K**. Thirteen (13) notices were sent to surrounding property owners; to date, eleven (11) notice green cards have been returned. USPS tracking indicates that one (1) notice was delivered on May 4, 2024 and one

is noted as “moving through the system”. Copies of the mailed envelopes, returned green cards and USPS tracking are included in **Exhibit K**. We will continue to file additional information as received.

21. Co-Applicants have 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 along with a copy of the mailed envelope and returned green card is attached as **Exhibit L**.

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

23. 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 **Exhibit N**.

24. The area of the proposed facility is in the unincorporated area of Fleming County, Kentucky. The site is located on the north side of KY-11 / Mount Sterling Road near the intersection with Old KY 11 / Tilton Road, Flemingsburg, KY 41041. The area is a vacant portion of a lot. The area is predominantly large agricultural properties and smaller residential properties. The terrain is rolling. There is no zoning or Plan Commission in this area of Fleming County. The proposed facility is removed a significant distance from any residential structures. The nearest residential structure is 672 feet from the proposed tower site.

25. The process that was used by the Co-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. Co-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 Co-Applicant when searching for sites for its antennas that would provide the coverage deemed necessary by the Co-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 O**.

26. The tower must be located at the proposed location and proposed height to provide necessary service to wireless communications users in the subject area, as set out and documented in the RF Design Engineer's Statement of Need and Propagation Maps attached as **Exhibit P** and **Exhibit Q**, respectively. The proposed tower will expand and improve voice and data service for Verizon Wireless customers.

27. Attached hereto as **Exhibit S** please find an Affidavit of Certification for all information contained in this application.

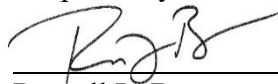
28. All Exhibits to this Application are hereby incorporated by reference as if fully set out as part of the Application.

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

Russell L. Brown
Clark, Quinn, Moses, Scott & Grahn, LLP
320 North Meridian Street, Suite 1100
Indianapolis, IN 46204
Phone: (317) 637-1321
FAX: (317) 687-2344
Email: rbrown@clarkquinnlaw.com

WHEREFORE, Co-Applicants 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,



Russell L. Brown
Clark, Quinn, Moses, Scott & Grahn, LLP
320 North Meridian Street, Suite 1100
Indianapolis, IN 46204
Phone: (317) 637-1321 / FAX: (317) 687-2344
Email: rbrown@clarkquinnlaw.com
Attorney for Cellco Partnership d/b/a Verizon Wireless

LIST OF EXHIBITS

- A Applicant Entities
- B FCC Registration and License Documentation
- C Site Development Plan:
 - 500' Vicinity Map Legal Descriptions
 - Flood Plain Certification Site Plan
 - Vertical Tower Profile
- D U.S. Fish and Game Correspondence
- E Competing Utilities, Corporations, or Persons List
And Map of Like Facilities in Vicinity
- F FAA Application and Determination of No Hazard
- G KAZC Application and Approval
- H Directions to WCF Site
- I Real Estate Agreement
- J Notification Listing with PVA Verification
- K Property Owner Notification
- L County Judge/Executive notice
- M Posted Notices
- N Newspaper Legal Notice Advertisement
- O Radio Frequency Design Search Area
- P RF Design Engineer Statement of Need
- Q Propagation Maps
- R List of Qualified Professionals
- S Affidavit of Certification

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CELLCO PARTNERSHIP" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SEVENTH DAY OF APRIL, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

3341134 8300

SR# 20231665976

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203227418

Date: 04-27-23



Michael G. Adams
Secretary of State

Certificate

I, Michael G. Adams, Secretary of State for the Commonwealth of Kentucky, do hereby certify that the foregoing writing has been carefully compared by me with the original thereof, now in my official custody as Secretary of State and remaining on file in my office, and found to be a true and correct copy of

CERTIFICATE OF ASSUMED NAME OF VERIZON WIRELESS ADOPTED BY
GENERAL PARTNERS OF CELLCO PARTNERSHIP FILED JUNE 21, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
Official Seal at Frankfort, Kentucky, this 10th day of May, 2023.



Michael G. Adams

Michael G. Adams
Secretary of State
Commonwealth of Kentucky
kdcoleman/0641227 - Certificate ID: 290787

COMMONWEALTH OF KENTUCKY
TREY GRAYSON
SECRETARY OF STATE



0641227.07

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C226

Trey Grayson
Secretary of State
Received and Filed
06/21/2006 12:06:09 PM
Fee Receipt: \$20.00

CERTIFICATE OF ASSUMED NAME

This certifies that the assumed name of
Verizon Wireless

(Name under which the business will be conducted)

has been adopted by See Addendum

(Real name - KRS 365.015(1))

which is the "real name" of (YOU MUST CHECK ONE)

- | | |
|--|---|
| <input type="checkbox"/> a Domestic General Partnership | <input checked="" type="checkbox"/> a Foreign General Partnership |
| <input type="checkbox"/> a Domestic Registered Limited Liability Partnership | <input type="checkbox"/> a Foreign Registered Limited Liability Partnership |
| <input type="checkbox"/> a Domestic Limited Partnership | <input type="checkbox"/> a Foreign Limited Partnership |
| <input type="checkbox"/> a Domestic Business Trust | <input type="checkbox"/> a Foreign Business Trust |
| <input type="checkbox"/> a Domestic Corporation | <input type="checkbox"/> a Foreign Corporation |
| <input type="checkbox"/> a Domestic Limited Liability Company | <input type="checkbox"/> a Foreign Limited Liability Company |
| <input type="checkbox"/> a Joint Venture | |

organized and existing in the state or country of Delaware, and whose address is

One Verizon Way

Basking Ridge

NJ

07920

Street address, if any

City

State

Zip Code

The certificate of assumed name is executed by

NYNEX PCS Inc.

Jane A. Schapker-Assistant Secretary

Print or type name and title

June 15, 2006

Date

Signature

Print or type name and title

Date

Addendum

The full name of the Partnership is Cellco Partnership; a Delaware general partnership with its headquarters located One Verizon Way, Basking Ridge NJ 07920-1097.

General Partners of Cellco Partnership	Address
Bell Atlantic Cellular Holdings, L.P.	One Verizon Way Basking Ridge, NJ 07920
NYNEX PCS Inc.	One Verizon Way Basking Ridge, NJ 07920
PCSCO Partnership	One Verizon Way Basking Ridge, NJ 07920
GTE Wireless Incorporated	One Verizon Way Basking Ridge, NJ 07920
GTE Wireless of Ohio Incorporated	One Verizon Way Basking Ridge, NJ 07920
PCS Nucleus, L.P.	2999 Oak Road, 7 th Floor Walnut Creek, CA 94597
JV PartnerCo, LLC	2999 Oak Road, 7 th Floor Walnut Creek, CA 94597

Delaware

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The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "HORVATH TOWERS VI, LLC", FILED IN THIS OFFICE ON THE THIRD DAY OF MARCH, A.D. 2022, AT 11:02 O`CLOCK A.M.




Jeffrey W. Bullock, Secretary of State

6650980 8100
SR# 20220867194

Authentication: 202815681
Date: 03-03-22

You may verify this certificate online at corp.delaware.gov/authver.shtml

CERTIFICATE OF FORMATION

OF

HORVATH TOWERS VI, LLC

This Certificate of Formation of Horvath Towers VI, LLC has been duly executed and is being filed by the undersigned authorized person for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act, (6 Del. C. §§18-101, et seq.)

1. Name. The name of the limited liability company formed hereby (the "Company") is Horvath Towers VI, LLC.

2. Registered Office. The address of the registered office of the Company in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, New Castle County, Wilmington, Delaware 19801.

3. Registered Agent. The name and address of the registered agent for service of process on the Company in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, New Castle County, Wilmington, Delaware 19801.

4. Bankruptcy of a Member. For a period of sixty (60) days following the date on which the Company becomes aware that a bankruptcy petition has been filed by or against any member of the Company, the Company shall have the option to purchase all of such member's interests in the Company, exercisable by delivering written notice of its exercise of such option to such member and, if applicable, to the bankruptcy trustee and, provided that within sixty (60) days after its exercise of such option the Company pays to such member or trustee, as applicable, an amount equal to the capital account balance attributable to such member's interests in the Company (calculated pursuant to the Limited Liability Company Agreement of the Company), such member's interests in the Company automatically shall transfer to and vest in the Company without any further action by the Company and without any action by such member or trustee.

IN WITNESS WHEREOF, the undersigned authorized person has caused this Certificate of Formation to be duly executed as of the 3rd day of March, 2022.

/S/ GARRETT D. EVERS
Garrett D. Evers
Authorized Person

Delaware

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The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "HORVATH TOWERS VI, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-THIRD DAY OF FEBRUARY, A.D. 2024.




Jeffrey W. Bullock, Secretary of State

6650980 8300

SR# 20240547805

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202871078

Date: 02-23-24

Commonwealth of Kentucky
Michael G. Adams, Secretary of State

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

Certificate of Authorization

Authentication number: 308373
Visit <https://web.sos.ky.gov/ftshow/certvalidate.aspx> to authenticate this certificate.

I, Michael G. Adams, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

Horvath Towers VI, LLC
adopting, in Kentucky, the fictitious name of
Horvath Towers VI, 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 July 14, 2022.

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 1st day of April, 2024, in the 232nd year of the Commonwealth.



Michael G. Adams

Michael G. Adams
Secretary of State
Commonwealth of Kentucky
308373/1219998

**FCC Form 854
Main Form**

Approved by OMD – 3060-0139
See instructions for public burden estimate

Application for Antenna Structure Registration

Purpose of Filing

1) Enter the application purpose: (NE)	
AM – Amendment of a Pending Application AU – Administrative Update CA – Cancellation of an Antenna Structure Registration DI – Notification of an Antenna Structure Dismantlement MD – Modification of a Antenna Structure Registration	NE – Registration of a New Antenna Structure NT – Required Construction/Alteration Notification OC – Ownership Change RE – Registration of a Replacement Antenna Structure WD – Withdrawal of a Pending Application
2a) If the answer to 1 is AU, CA, DI, MD, NT, OC or RE, provide the FCC Antenna Structure Registration (ASR) Number.	FCC ASR Number:
2b) If the answer to 1 is AM or WD, provide the File Number of the pending application on file.	File Number:
2c) If the answer to 1 is MD or NT, provide the date the Antenna Structure was constructed or the date it was last altered (mm/dd/yyyy).	Date:
2d) If the answer to 1 is DI, provide the date the Antenna Structure was dismantled (mm/dd/yyyy).	Date:

Antenna Structure Ownership Information

3) Select one of the entity types:			
() Individual	() Unincorporated Association	() Trust	() Government Entity
() Corporation	(X) Limited Liability Company	() General Partnership	() Limited Partnership
() Consortium	() Limited Liability Partnership	() Other: _____	
4) FCC Registration Number (FRN): 0013457312		5) Assignor FCC Registration Number (FRN):	
6) First Name (if individual):	MI:	Last Name:	Suffix:
7) Legal Entity Name (if not an individual): Horvath Towers VI, LLC			
8) Attention To: Jennifer Sirovica		9) P.O. Box:	And/Or
10a) Street Address 1: 2307 Edison Road, Suite 2		10b) Street Address 2:	
11) City: South Bend	12) State: IN	13) Zip Code: 46615	
14) Telephone Number (xxx-xxx-xxxx): (574) 237-0464		15) Fax Number: (xxx-xxx-xxxx):	
16) E-mail Address: jsirovica@horvathcommunications.com			

Contact Representative Information

17) First Name (if individual): Jennifer	MI:	Last Name: Sirovica	Suffix:
18) Business Name: Horvath Towers VI, LLC			
19) Attention To: Jennifer Sirovica	20) P.O. Box		And/Or
21a) Street Address 1: 2307 Edison Road, Suite 2		21b) Street Address 2:	
22) City: South Bend	23) State: IN	24) Zip Code: 46615	
25) Telephone Number (xxx-xxx-xxxx): (574) 237-0464		26) Fax Number: (xxx-xxx-xxxx):	
27) E-mail Address: jsirovica@horvathcommunications.com			

Antenna Structure Information

28a) Latitude (DD-MM-SS.S): 38- 20- 33.2		28b) North or South: North	
29a) Longitude (DDD-MM-SS.S): 083- 46- 10.5		29b) East or West: West	
30) Street Address or Geographic Location: approx 6196 Mt. Sterling Road (HV1611 / Tilton)		31) City: Flemingsburg	
32) County: FLEMING	33) State: KENTUCKY	34) Zip Code: 41041	
35) Elevation of site above mean sea level (meters):			284.7 meters
36) Overall height above ground level (AGL) of the supporting structure without appurtenances:			79.2 meters
37) Overall height above ground level (AGL) of the antenna structure including all appurtenances:			82.3 meters
38) Overall height above mean sea level (add items 35 and 37 together):			367.0 meters
39a) Enter the type of structure on which the antenna will be mounted: (LTOWER)			
B – Building BANT – Building with Antenna on Top BMAST – Building with Mast BPIPE – Building with Pipe BPOLE – Building with Pole BRIDG – Bridge BTWR – Building with Tower GTOWER – Guyed Structure Used For Communication Purposes LTOWER – Lattice Tower MAST – Mast MTOWER – Monopole NNGTANN – Guyed Tower Array		NNLTANN – Lattice Tower Array NNMTANN – Monopole Array PIPE – Any type of Pipe POLE – Any type of Pole RIG – Oil or Other Type of Rig SIGN – Any type of Sign or Billboard SILO – Any type of Silo STACK – Smoke Stack TANK – Any type of Tank (water, gas, etc.) TREE – When used as a support for an antenna UPOLE – Utility Pole/Tower used to provide service (electric, telephone, etc.)	
39b) Number of Towers in Array:		39c) Position of this Tower in the Array:	
40a) Array Center Latitude (DD-MM-SS.S):		40b) North or South	
41a) Array Center Longitude (DDD-MM-SS.S):		41b) East or West:	

Proposed Marking and/or Lighting

42) Enter the proposed marking and/or lighting: (7) See Form 854 Item 42 Instructions for detailed tier and lighting information.		
1) None	4) FAA Style B	7) FAA Style E
2) Paint Only	5) FAA Style D	8) FAA Style F
3) Other _____	6) FAA Style C	9) FAA Style A
		10) FAA Style G

FAA Notification

43) FAA Study Number: 2023-ASO-27750-OE	44) Date Issued: 11/14/2023
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Environmental Compliance

45) Does the applicant request a waiver of the Commission's rules for environmental notice prior to construction due to an emergency situation?	(No) Yes or No
46a) If the answer to 45 is No, is another federal agency taking responsibility for environmental review of the Antenna Structure?	(No) Yes or No
46b) If the answer to 46a is Yes, indicate why: 1) The Antenna Structure is on Federal Land and the landholding agency is taking responsibility for the environmental review of the Antenna Structure. 2) Another federal agency has agreed with the FCC in writing to take responsibility for the environmental review of the Antenna Structure.	() 1 or 2
46c) If the answer to 46a is Yes, provide the name of the federal agency taking responsibility for the environmental review of the Antenna Structure.	Name:
47) If the answers to 45 and 46a are No, provide the National Notice Date for the application to be posted on the FCC's website (mm/dd/yyyy).	Date: 03/28/2024
48) Is the applicant submitting an environmental assessment?	(No) Yes or No
49) Does the applicant certify that grant of Authorizations at this location would not have a significant environmental effect pursuant to Section 1.1307 of the FCC's rules?	() Yes or No
50) If the answer to 49 is Yes, select the basis for this certification. 1) The construction is exempt from environmental notification (other than due to another agency's review) and it does not fall within one of the categories in Section 1.1307(a) or (b) of the FCC's rules? 2) The construction is exempt from environmental notification due to another agency's review, and the other agency has issued a Finding of No Significant Impact. 3) The environmental notification has been completed, and the FCC has notified the applicant that an Environmental Assessment is not required under Section 1.1307(c) or (d) of the FCC's rules, and the Construction does not fall within one of the categories in Section 1.1307(a) or (b) of the FCC's rules. 4) The FCC has issued a Finding of No Significant Impact.	() 1, 2, 3, 4
51) If the answer to 50 is 3 or 4, enter the date that Local Notice was provided (mm/dd/yyyy).	Date:

Certification Statements

- 1) The applicant certifies that all statements made in this application and in the exhibits, attachments, or documents incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.
- 2) The applicant certifies that neither the applicant nor any other party to the application is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862, because of a conviction for possession or distribution of a controlled substance. See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.

Signature (Typed or Printed Name of Party Authorized to Sign) (For OC Applications, to be completed by Assignee)

52) First Name: Jennifer	MI: A	Last Name: Sirovica	Suffix:
53) Title: Project Manager			
54) Signature: Jennifer A Sirovica			55) Date: Mar 18, 2024

Signature (Typed or Printed Name of Party Authorized to Sign) (For OC Applications, to be completed by Assignor)

56) First Name:	MI:	Last Name:	Suffix:
57) Title:			
58) Signature:			59) Date:

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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign WQCS428	File Number
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003290673

Grant Date 04-23-2015	Effective Date 11-01-2016	Expiration Date 05-13-2025	Print Date
Market Number BTA252	Channel Block C	Sub-Market Designator 1	
Market Name Lexington, KY			
1st Build-out Date 05-13-2010	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

NONE

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: CELLCO PARTNERSHIP

Call Sign: WQCS428

File Number:

Print Date:

700 MHz Relicensed Area Information:

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

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign WQDI527	File Number
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003290673

Grant Date 08-17-2015	Effective Date 11-01-2016	Expiration Date 09-06-2025	Print Date
Market Number BTA252	Channel Block C	Sub-Market Designator 7	
Market Name Lexington, KY			
1st Build-out Date 09-06-2010	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

NONE

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: CELLCO PARTNERSHIP

Call Sign: WQDI527

File Number:

Print Date:

700 MHz Relicensed Area Information:

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

RADIO STATION AUTHORIZATION

LICENSEE: RURAL CELLULAR CORPORATION

RURAL CELLULAR CORPORATION
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Table with Call Sign (WQGA821), File Number (0009773195), and Radio Service (AW - AWS (1710-1755 MHz and 2110-2155 MHz)).

FCC Registration Number (FRN): 0003715919

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

Waivers/Conditions:

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations.

Conditions:

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

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

Licensee Name: RURAL CELLULAR CORPORATION

Call Sign: WQGA821

File Number: 0009773195

Print Date: 02-15-2022

700 MHz Relicensed Area Information:

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

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Table with Call Sign (WQGA940), File Number (0009774996), and Radio Service (AW - AWS (1710-1755 MHz and 2110-2155 MHz)).

FCC Registration Number (FRN): 0003290673

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

Waivers/Conditions:

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations.

Conditions:

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

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

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WQGA940

File Number: 0009774996

Print Date: 12-21-2021

700 MHz Relicensed Area Information:

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

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Table with Call Sign (WQJQ692), File Number, and Radio Service (WU - 700 MHz Upper Band (Block C)).

FCC Registration Number (FRN): 0003290673

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

Waivers/Conditions:

If the facilities authorized herein are used to provide broadcast operations, whether exclusively or in combination with other services, the licensee must seek renewal of the license either within eight years from the commencement of the broadcast service or within the term of the license had the broadcast service not been provided, whichever period is shorter in length. See 47 CFR §27.13(b).

This authorization is conditioned upon compliance with section 27.16 of the Commission's rules

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: CELLCO PARTNERSHIP

Call Sign: WQJQ692

File Number:

Print Date:

700 MHz Relicensed Area Information:

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

RADIO STATION AUTHORIZATION

LICENSEE: RURAL CELLULAR CORPORATION

ATTN: REGULATORY
RURAL CELLULAR CORPORATION
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Table with 2 columns: Call Sign (WRAM902), File Number, and Radio Service (CW - PCS Broadband)

FCC Registration Number (FRN): 0003715919

Table with 4 columns: Grant Date (11-30-2017), Effective Date (11-30-2017), Expiration Date (06-20-2025), Print Date, Market Number (BTA252), Channel Block (C), Sub-Market Designator (4), Market Name (Lexington, KY), 1st Build-out Date, 2nd Build-out Date, 3rd Build-out Date, 4th Build-out Date

Waivers/Conditions:

NONE

Conditions:

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

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

Licensee Name: RURAL CELLULAR CORPORATION

Call Sign: WRAM902

File Number:

Print Date:

700 MHz Relicensed Area Information:

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

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE ENGINEERING
ALPHARETTA, GA 30022

Table with Call Sign (WRAY809), File Number, and Radio Service (UU - Upper Microwave Flexible Use Service).

FCC Registration Number (FRN): 0003290673

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

Waivers/Conditions:

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

Conditions:

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

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

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WRAY809

File Number:

Print Date:

700 MHz Relicensed Area Information:

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

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE ENGINEERING
ALPHARETTA, GA 30022

Call Sign WRHE713	File Number 0010283156
Radio Service UU - Upper Microwave Flexible Use Service	

FCC Registration Number (FRN): 0003290673

Grant Date 06-04-2020	Effective Date 11-18-2022	Expiration Date 06-04-2030	Print Date 03-15-2023
Market Number PEA086	Channel Block M1	Sub-Market Designator 0	
Market Name Frankfort, KY			
1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

NONE

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: CELLCO PARTNERSHIP

Call Sign: WRHE713

File Number: 0010283156

Print Date: 03-15-2023

700 MHz Relicensed Area Information:

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

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Table with Call Sign (WRNF463), File Number, and Radio Service (PM - 3.7 GHz Service).

FCC Registration Number (FRN): 0003290673

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

Waivers/Conditions:

This final license provides authorization during the full 15-year license term. Operation under this final license may begin on the earlier of (1) 12/5/2025 or (2) the date that the certification for accelerated relocation for this PEA is validated by the FCC pursuant to 47 CFR § 27.1412(g).

License is conditioned on compliance with all applicable FCC rules and regulations, including licensee making payments required by 47 C.F.R. §§ 27.1401- 27.1424 as described in FCC 20-22. See FCC 20-22, paras. 178-331.

Conditions:

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

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

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WRNF463

File Number:

Print Date:

700 MHz Relicensed Area Information:

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

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE ENGINEERING
ALPHARETTA, GA 30022

Table with 2 columns: Call Sign (WRWF637), File Number (0010170298), and Radio Service (AW - AWS (1710-1755 MHz and 2110-2155 MHz)).

FCC Registration Number (FRN): 0003290673

Table with 4 columns: Grant Date (09-23-2022), Effective Date (09-23-2022), Expiration Date (12-18-2036), Print Date (02-16-2023); Market Number (BEA047), Channel Block (C), Sub-Market Designator (16); 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: CELLCO PARTNERSHIP

Call Sign: WRWF637

File Number: 0010170298

Print Date: 02-16-2023

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Reference Copy

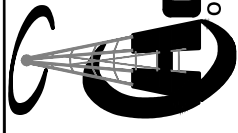
PROJECT SUMMARY

SITE NAME:	TILTON
SITE ADDRESS:	TBD MOUNT STERLING ROAD FLEMINGSBURG, KY 41041
COUNTY:	FLEMING
JURISDICTION:	FLEMING COUNTY
LAND USE:	AGRICULTURAL
PARCEL ID:	033-00-00-022.02
SITE COORDINATES:	<u>1A</u>
LATITUDE:	38° 20' 33.20" N (NAD83)
LATITUDE:	38.342557°
LONGITUDE:	83° 46' 10.46" W (NAD83)
LONGITUDE:	-83.769573°
ELEVATION:	934.2' AMSL (NAVD88)
FUZE PROJECT ID:	17084915
PROPERTY OWNER:	JAMES MATTHEW WATSON 1161 TILTON RD, FLEMINGSBURG, KENTUCKY 41041
PROPERTY OWNER CONTACT:	JAMES MATTHEW WATSON (606) 748-0021
TOWER OWNER:	HORVATH COMMUNICATIONS 2307 EDISON RD SOUTH BEND, IN 46615
TOWER OWNER CONTACT:	ERIN HORVATH (574) 237-0464 EHORVATH@HORVATHCOMMUNICATIONS.COM
STRUCTURE TYPE:	SELF SUPPORT
TOWER HEIGHT:	260'-0"
ENVIRONMENTAL REQ. :	N/A
OCCUPANCY :	UNMANNED
SITE TYPE :	RAWLAND
POWER COMPANY :	RECC
CONTACT :	TBD
PHONE :	(606) 678-4121
COMMUNICATIONS:	AT&T
PHONE :	(270) 678-2111
FIRE DEPARTMENT :	TILTON FIRE DEPARTMENT
PHONE :	(606) 845-7413
POLICE DEPARTMENT :	FLEMING COUNTY SHERIFF'S OFFICE
PHONE :	(606) 845-4701

DIRECTIONS FROM FLEMING COUNTY COURTHOUSE 100 COURT SQ, FLEMINGSBURG, KY 41041: DEPART AND HEAD (SOUTHWEST)(118 FT), EXIT THE ROUNDABOUT AT THE 1ST EXIT, ONTO KY-57 / N MAIN CROSS ST (0.3 MI), TURN LEFT ONTO CLARK ST (0.1 MI), TURN RIGHT ONTO KY-11 / MT STERLING AVE (5.8 MI), ARRIVE AT KY-11 / MT STERLING RD ON THE RIGHT, THE LAST INTERSECTION BEFORE YOUR DESTINATION IS TILTON R. IF YOU REACH PLANCK RD, YOU'VE GONE TOO FAR.

STRUCTURAL REVIEW

CONTRACTOR SHALL ATTAIN AND VERIFY STRUCTURAL EVALUATION REPORT OF EXISTING TOWER FOR EXACT PLACEMENT OF ANTENNAS AND COAX CABLES. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE STRUCTURAL EVALUATION REPORT AND NOTIFY VERIZON'S CONSTRUCTION MANAGER IN THE CASE OF ANY DISCREPANCIES. ANY STRUCTURAL MODIFICATION, IF REQUIRED, SHALL BE DONE PRIOR TO THE INSTALLATION OF ANTENNAS.



Horvath
COMMUNICATIONS
SITE NAME: TILTON

SITE#: HV1611

ESTIMATED ADDRESS: TBD MOUNT STERLING ROAD
FLEMINGSBURG, KY 41041

APPLICABLE CODES

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 CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

2018 KENTUCKY BUILDING CODE (2015 INTERNATIONAL BUILDING CODE)
2012 INTERNATIONAL ENERGY CONSERVATION CODE (COMMERCIAL)
2009 INTERNATIONAL ENERGY CONSERVATION CODE (RESIDENTIAL)
2012 INTERNATIONAL FIRE CODE
2015 INTERNATIONAL MECHANICAL CODE
2015 INTERNATIONAL RESIDENTIAL CODE

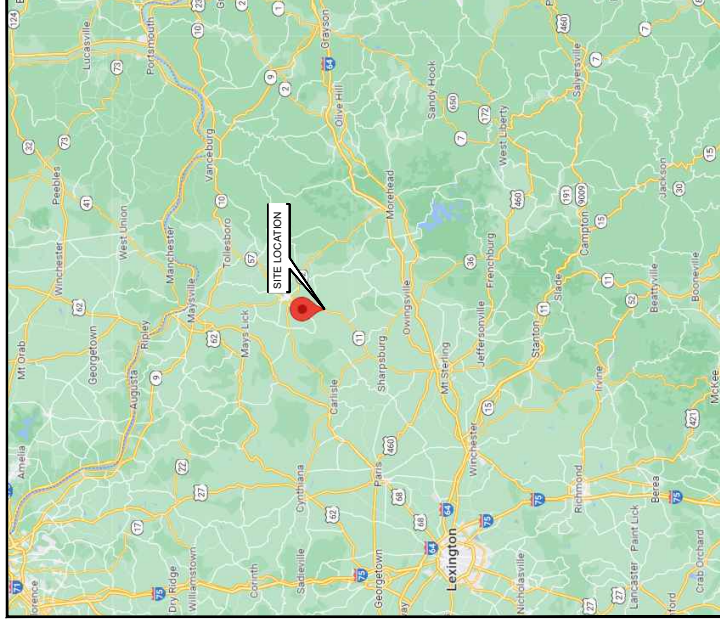
ACCESSIBILITY REQUIREMENTS:
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.
HANDICAPPED ACCESS REQUIREMENTS ARE NOT REQUIRED IN ACCORDANCE WITH THE 2015 IBC BUILDING CODE.

SCOPE OF WORK

- INSTALL A NEW 260'-0" SELF SUPPORT TOWER WITH 10'-0" LIGHTNING ROD (OVERALL 270'-0")
- INSTALL A NEW 75' X 75' FENCED COMPOUND WITHIN A 100' X 100' LEASE AREA
- INSTALL A NEW UTILITY H-FRAME WITHIN THE NEW FENCED COMPOUND
- INSTALL A NEW TOWER, COMPOUND AND EQUIPMENT GROUNDING SYSTEM
- INSTALL NEW ANTENNAS, LINES, COAX, GPS AND RADIO EQUIPMENT
- INSTALL NEW UNDERGROUND POWER AND FIBER CONDUITS WITHIN THE DESIGNATED UTILITY EASEMENT TO NEW UTILITY H-FRAME
- INSTALL A NEW 7'-0" X 11'-0" CONCRETE EQUIPMENT PAD

ALL WORK MUST BE DONE IN ACCORDANCE TO THE DRAWINGS.

VICINITY MAP



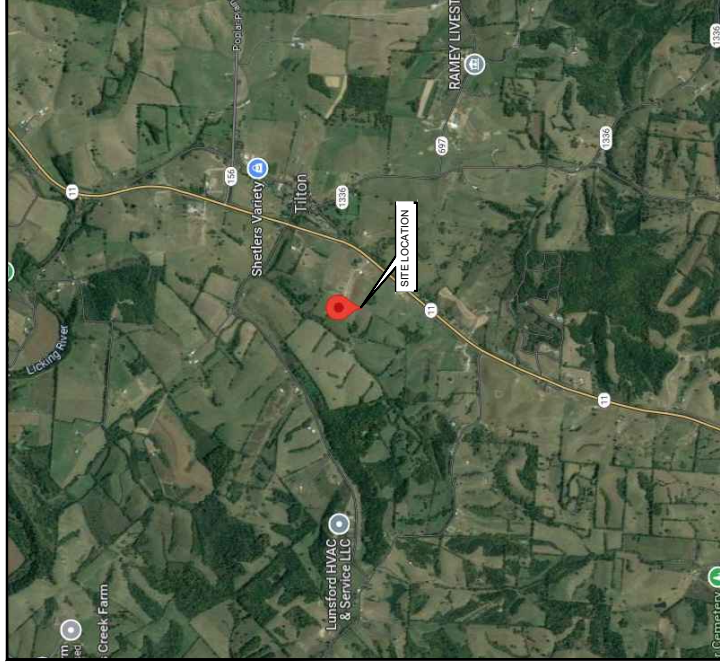
NOT TO SCALE

DIRECTIONS FROM LOUISVILLE SWITCH 2441 HOLLOWAY RD, LOUISVILLE, KY 40299: HEAD SOUTH ON HOLLOWAY RD TOWARD PLANTSIDE DR (354 FT), TURN LEFT ONTO SCHUTTE STATION PL (0.3 MI), ROAD NAME CHANGES TO PLANTSIDE DR (0.6 MI), TURN LEFT ONTO BLANKENBAKER PKWY (0.7 MI), TAKE THE RAMP ON THE RIGHT FOR I-64 EAST AND HEAD TOWARD LEXINGTON (63.9 MI), TAKE THE RAMP ON THE LEFT FOR I-64 EAST AND HEAD TOWARD ASHLAND / WINCHESTER (28.3 MI), AT EXIT 110, HEAD RIGHT ON THE RAMP FOR US-460 W / KY-11 / MAYSVILLE RD TOWARD FLEMINGSBURG (0.3 MI), TURN LEFT ONTO US-460 W / KY-11 / MAYSVILLE RD TOWARD FLEMINGSBURG (4.6 MI), TURN RIGHT TO STAY ON KY-11 / MAYSVILLE RD (18.9 MI), ARRIVE AT KY-11 / MT STERLING RD ON THE LEFT, THE LAST INTERSECTION BEFORE YOUR DESTINATION IS PLANCK RD. IF YOU REACH TILTON RD, YOU'VE GONE TOO FAR.

SHEET INDEX

NO.	DESCRIPTION
T1	TITLE SHEET
S1	SURVEY - COVER SHEET
S2	SURVEY - OVERVIEW MAP
S3	SURVEY - SITE SURVEY
S4	SURVEY - SITE SURVEY
S5	SURVEY - SITE SURVEY
S6	SURVEY - DESCRIPTIONS
S7	SURVEY - DESCRIPTIONS
Z1	COUNTY TOWER MAP
Z2	OVERALL SITE PLAN WITH AERIAL OVERLAY
Z3	OVERALL SITE PLAN WITHOUT AERIAL OVERLAY
Z4	TOWER LOCATION PLAN
Z5	SITE PLAN
Z6	EROSION CONTROL SITE PLAN
Z7	DIMENSION SITE PLAN
Z8	TOWER ELEVATION
Z9	SITE DETAILS
Z10	SITE DETAILS

AERIAL MAP



NOT TO SCALE

CALL 811
1 (800) 752-6007
www.kentucky811.com
CONTRACTOR TO CALL KENTUCKY
ONE-CALL SYSTEMS AT LEAST (2) FULL
WORKING DAYS PRIOR TO DIGGING.

SHEET SCALE FACTOR:
PLOT SIZE:
11" x 17": TO SCALE

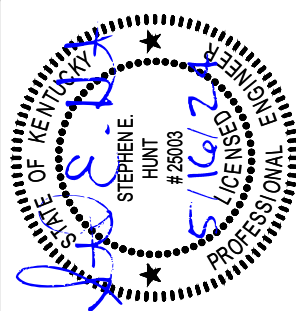


1961 NORTHPOINT BLVD.
SUITE 130
HIYSON, TN 37343
PH : 423-843-9500
FAX : 423-843-9509

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

DRAWN BY	TDD
CHECKED BY	SEH

REVISIONS	
#	DATE BY DESCRIPTION
0	05/16/24 MJB ZONING ISSUE
A	02/14/24 JAE ZONING ISSUE



FUZE ID :	17084915
SITE NAME :	TILTON
SITE # :	HV1611

SITE ADDRESS :	TBD MOUNT STERLING ROAD FLEMINGSBURG, KY 41041
SITE TYPE :	RAWLAND

SHEET TITLE :	TITLE SHEET
---------------	-------------

DRAWING # :	T1
REVISION :	0

GENERAL NOTES:

- This Survey is prepared exclusively to show site conditions and/or for use in support of instruments related to Leases and Easements as may be shown hereon. Any property boundary information shown hereon is a composite of information gathered from current or previous Surveys, Plat & Deed Description and/or Assessor's Tax Maps as may be referenced hereon. This Survey is not a Boundary Survey of any Tax Parcels or Deed Tracts, and does not create, combine, or divide any existing properties.
- Survey shown hereon was performed under the supervision of a state-registered Land Surveyor and conforms to all applicable State Board Requirements.
- Instruments Used: One or more of: Topcon Total Station, Topcon Hiperlite Plus GPS, Carlson Surveyor Data Collector, DJI UAV.
- Where shown, improvements (utilities, buildings, trees, fences, etc.) are based on field Survey and/or aerial mapping.
- Any Underground Utilities shown according to surface markings made by others, found at time of survey. Additional marked utilities outside the area covered by this survey map may be shown in provided CAD Files. Utility Markings may not be comprehensive: this survey does not relieve design and construction personnel of the responsibility to determine the locations of underground utilities prior to land disturbance activities.
- This Survey is presented in the format required by Clients. Clients are advised that Official Jurisdictions may require the Survey to be presented in another format with additional notes and certifications. In the event other formats, notes or certifications are requested by applicable jurisdictions, it is the responsibility of the Client to request same be prepared by Surveyor. Survey as published is not intended to be suitable for recording as a Subdivision Plat.
- This survey may have been reduced or enlarged in size due to subsequent reproduction. This should be taken into consideration when obtaining scaled data.
- Geographic Coordinates, if published, meet FAA Accuracy Code 1A, and are accurate to within ± 20 feet horizontally and to within ± 3 feet vertically.
- Any Flood Zone information presented hereon is according to current FEMA Flood Map information as may be referenced hereon. No Flood Elevation Survey of Certification performed.
- This survey is not valid without the original signature seal of a State-Licensed Land Surveyor, and is not complete without the total of sheets as specified in Survey Title Blocks.
- Unless indicated otherwise by reference to Record Instruments, any Lessee's Leases, Premises or Easements shown hereon are NOT YET OF RECORD and may be subject to change pending review and approval by Carrier, applicable jurisdictions and/or other involved parties.
- Any Survey Markers placed as required by Standards of Practice and/or Client request represent the Leases and/or Easements as requested or designed by Clients at the time of this survey issue and may not reflect changes to site design which have not been communicated to Surveyor in the form of a Survey revision request. Surveyor shall not be liable for any circumstance arising as a result of revisions to Site Design (which may invalidate existing survey markers) occurring after the date of this Survey issue.

SURVEYOR'S CERTIFICATION

To: Horvath Towers VI:

I hereby certify (or state) that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Kentucky to the best of my knowledge, information, and belief.



Travis L. Shields
Kentucky PLS
License No. 4246

PROPOSED TOWER LOCATION DATA

Latitude: NORTH: 38.342557° 38° 20' 33.20"
Longitude: WEST: 83.769573° 83° 46' 10.46"
Ground Elev: 934.2 FEET AMSL (NAVD88)
Benchmark: DK3328 KYTI

PARENT TAX PARCEL

JAMES MATTHEW WATSON
TAX PARCEL: 033-00-00-022.01

NORTH ORIENTATION

KENTUCKY NORTH STATE PLANE COORDINATE SYSTEM
Based on GPS Survey relative to NGS CORS Network, NAD83 (2011)
ELEVATION DATUM: NAVD88, GEOID 12B
DATE OF SURVEY: 08-10-23

Method: RTK (CORS); Confidence Level: 95%
Positional Accuracy: HZ ± 0.10'
EPOCH 2010.0000

FLOOD DATA

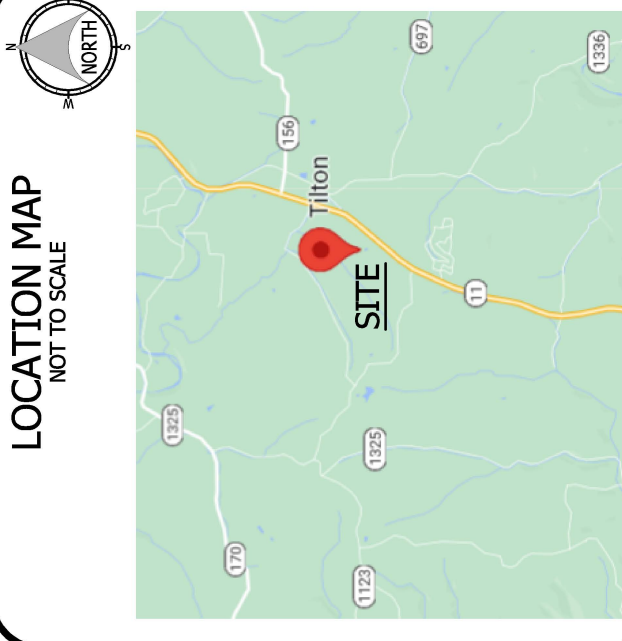
FEMA FLOOD MAP PANEL: 21069C0225C, Effective Date: 05-20-2010
Surveyed Area appears to lie within: ZONE X (Areas of Minimal Flood Hazard)

TITLE EXAMINATION:

See Sheet #7

LOCATION MAP

NOT TO SCALE



LEGEND

☐	CONCRETE MONUMENT FOUND	R/W	RIGHT-OF-WAY
⚡	WATER VALVE	C/L	CENTER LINE
⊕	UTILITY POLE	AU	ACCESS & UTILITY
⌵	GUY ANCHOR	ESMT	EASEMENT
*	PROPOSED TOWER CENTER	P.O.C.	POINT OF COMMENCEMENT
⚡	SITE BENCHMARK	P.O.B.	POINT OF BEGINNING
		Sq Ft	SQUARE FEET
———	PAVEMENT EDGE		
———	GRAVEL EDGE		
———	OVERHEAD UTILITY LINES		
———	GUY WIRE		
———	DITCH		
———	STORMWATER PIPE		
———	FENCE		
———	PUBLIC R/W		
———	TAX PARCEL LINE		
———	TIE LINE		
———	LESSEE'S PREMISES		
———	LESSEE'S EASEMENTS		

SURVEY ISSUE DATA

#	DETAILS	DATE	DRAWN	APP
0	Original Survey Issue	08-27-2023	NB	TLS
1	Title Examination	08-29-2023	NB	TLS
2	Update Notes	02-14-2024	NB	TLS

THE LAND CONSULTANTS
5449 HIGHWAY 41 LLC
JASPER, TN 37347
423-304-6722

PREPARED FOR



HORVATH TOWERS VI

312 West Colfax Avenue,
South Bend, IN 46601

SITE SURVEY
LV TILTON
Site Number: HV1611

Mount Sterling Road, Flemingsburg, KY 41041
Fleming County, Kentucky

(Not a Boundary Survey of Parent Lands. Not intended for fee simple Land Transfer)

COVER SHEET

DWG#: 23229
ISSUE #: 2
ISSUE DATE: 02-14-2024
SEE SHEET #1

SHEET 1 OF 7

PROPERTY INFORMATION

PARENT TAX PARCEL

A. JAMES MATTHEW WATSON (Ref: Assessor Records)
 TAX PARCEL: 033-00-00-022.01
 (Instrument conveying interest to James Matthew Watson not available)
 Property descriptions: DEED BOOK 251, PAGE 335

ADJOINING TAX PARCELS

- B. JODEY D. RAMEY & ERIN HAGEN
 TAX PARCEL: 033-00-00-022.02
 DEED BOOK 251, PAGE 335
- C. JAMES D. CUTTER ...
 TAX PARCEL: 033-00-00-028.00
 DEED BOOK 256, PAGE 28
- D. WILLIAM D. PLANCK JR ...
 TAX PARCEL: 033-00-00-026.00
 DEED BOOK 267, PAGE 663
- E. EMANUEL E. SHETLER ...
 TAX PARCEL: 033-00-00-021.02
 DEED BOOK 256, PAGE 453
- F. CHERYL & JAMES MATTHEW WATSON
 TAX PARCEL: 033-00-00-022.00
 DEED BOOK 251, PAGE 335

OVERVIEW MAP CAVEAT:
 OVERVIEW MAP IS NOT A SURVEY BUT A VICINITY / LOCATION MAP INTENDED ONLY TO SHOW SURVEYED PROPERTY IN RELATION TO SURROUNDING AREA. VESTING AND ADJOINING PARCEL BOUNDARIES ARE NOT INCLUDED IN OR CERTIFIED BY THIS SURVEY. BOUNDARY LINES ARE A COMPOSITE OF DEED, PLAT AND/OR TAX MAP INFORMATION

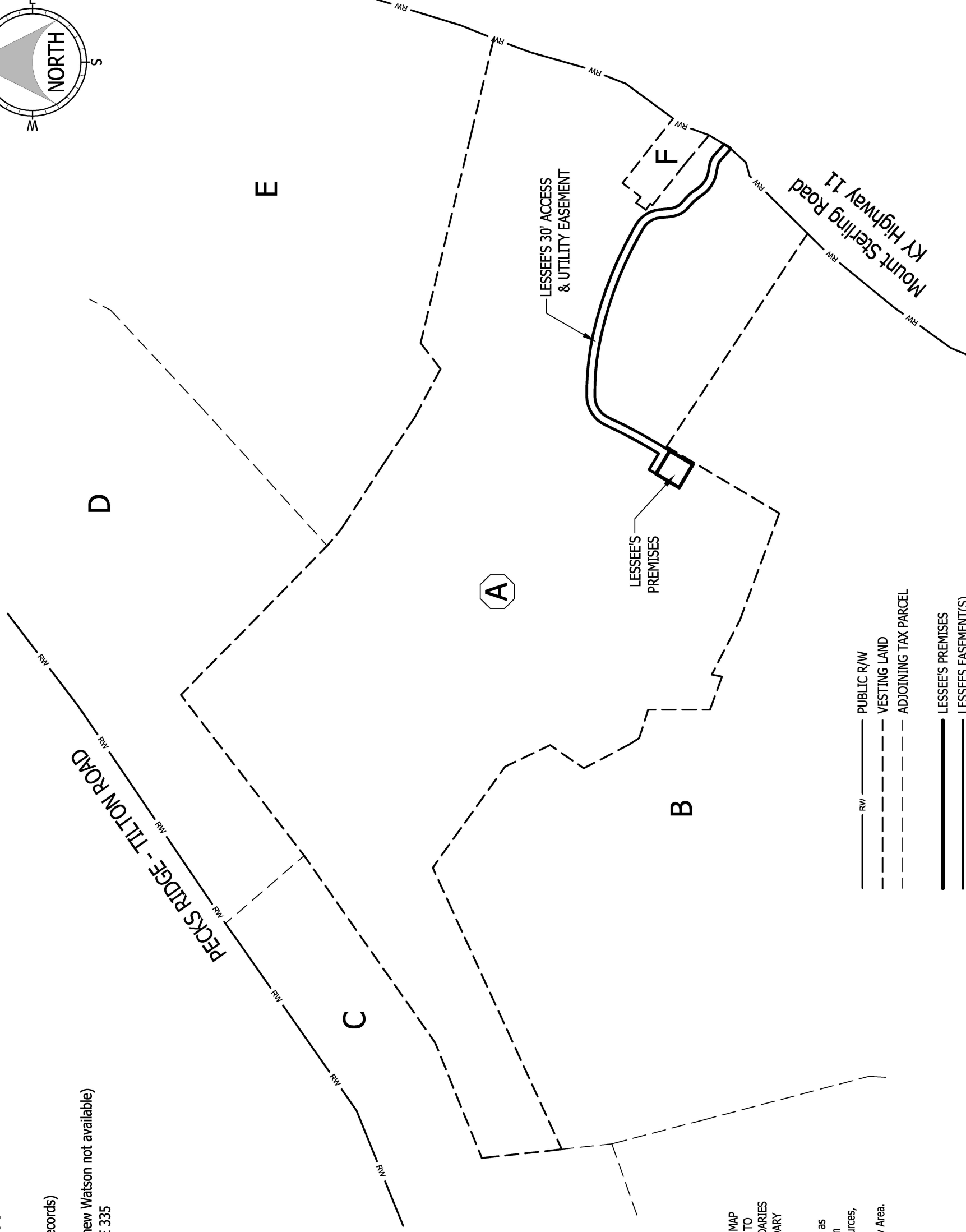
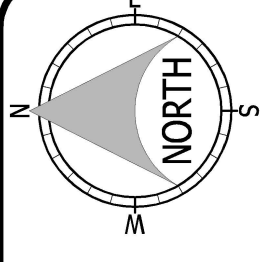
Surveyor's certification of Survey extends only to the Survey Area as shown on Survey Map Sheets. This sheet includes items based on information supplied to Surveyor by Title Examiners and other sources, presented hereon as a convenience to clients, not included under Survey Certification. No Survey was performed outside the Survey Area.

STATE OF KENTUCKY
 TRAVIS L SHIELDS
 4246
 LICENSED PROFESSIONAL LAND SURVEYOR

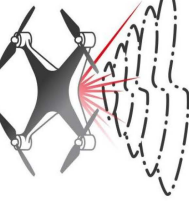
APPROX SCALE: 1in = 400'



- RW — PUBLIC R/W
- VESTING LAND
- - - ADJOINING TAX PARCEL
- LESSEE'S PREMISES
- LESSEES EASEMENT(S)



OVERVIEW MAP CAVEAT:
 OVERVIEW MAP IS NOT A SURVEY BUT A VICINITY / LOCATION MAP INTENDED ONLY TO SHOW SURVEYED PROPERTY IN RELATION TO SURROUNDING AREA. VESTING AND ADJOINING PARCEL BOUNDARIES ARE NOT INCLUDED IN OR CERTIFIED BY THIS SURVEY. BOUNDARY LINES ARE A COMPOSITE OF DEED, PLAT AND/OR TAX MAP INFORMATION



THE LAND CONSULTANTS LLC
 5449 HIGHWAY 41
 JASPER, TN 37347
 423-304-6722

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HORVATH TOWERS VI

312 West Colfax Avenue,
 South Bend, IN 46601

(Not a Boundary Survey of Parent Lands. Not intended for fee simple Land Transfer)

SITE SURVEY

Site Number: HV1611

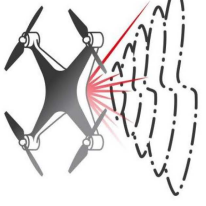
Mount Sterling Road, Flemingsburg, KY 41041

Fleming County, Kentucky

OVERVIEW MAP

DWG#: 23229
 ISSUE #: 2
 ISSUE DATE: 02-14-2024
 SEE SHEET #1

SHEET 2 OF 7



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HORVATH TOWERS VI
 312 West Colfax Avenue,
 South Bend, IN 46601

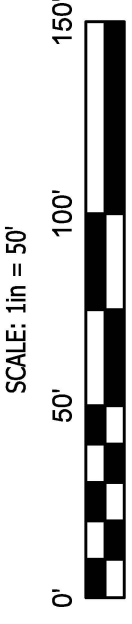
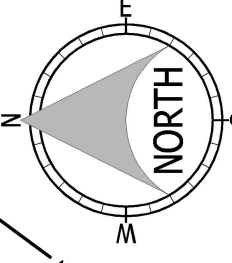
(Not a Boundary Survey of Parent Lands. Not intended for fee simple Land Transfer)

SITE SURVEY
LV TILTON
 Site Number: HV1611
 Mount Sterling Road, Flemingsburg, KY 41041
 Fleming County, Kentucky

SITE SURVEY

DWG#: 23229
 ISSUE #: 2
 ISSUE DATE: 02-14-2024
 SEE SHEET #1

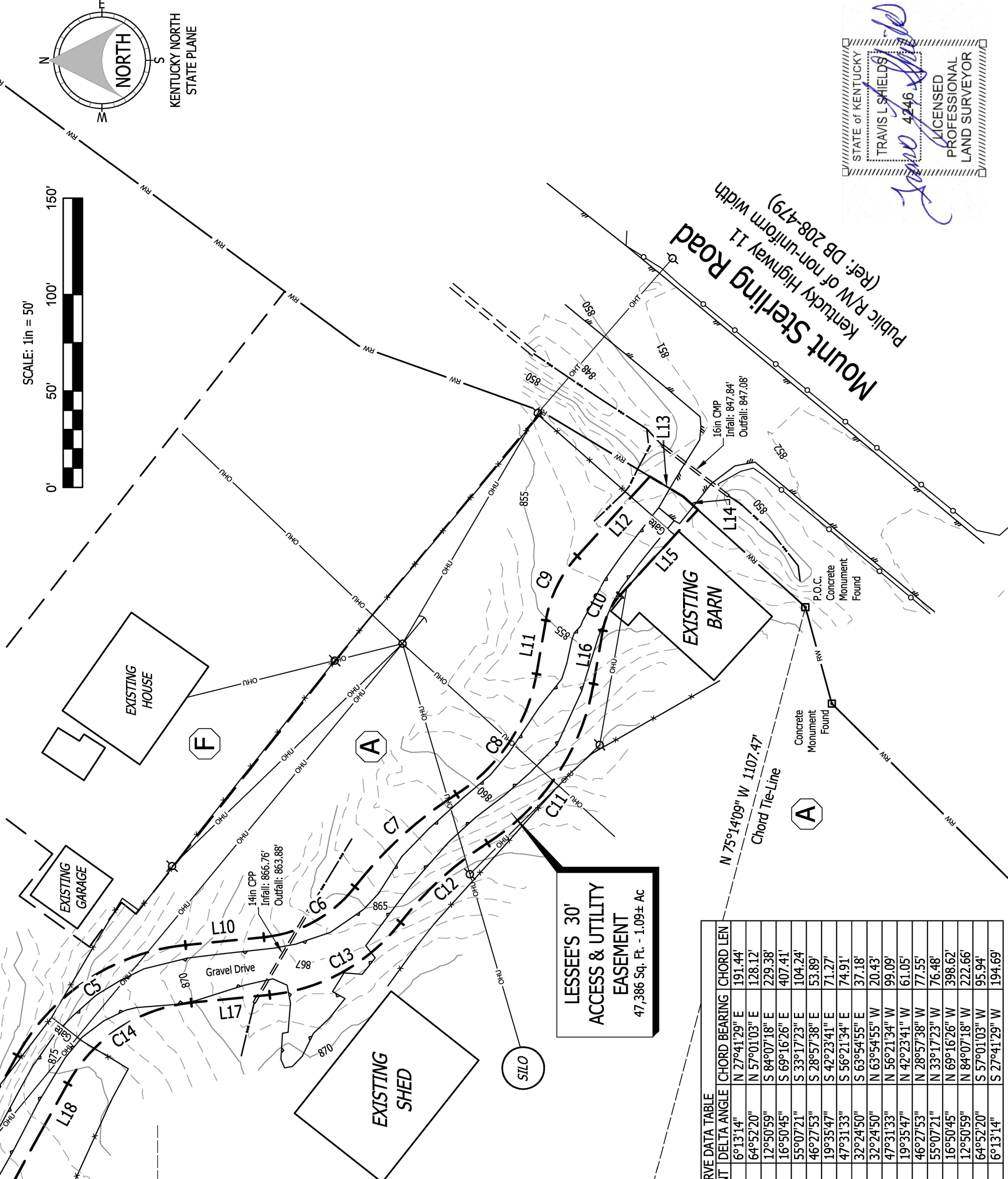
SHEET **3** OF 7



STATE OF KENTUCKY
 TRAVIS L SHIELDS
 4246
 LICENSED PROFESSIONAL LAND SURVEYOR



Mount Sterling Road
 Kentucky Highway 11
 (Ref: DB 208-479)
 Public R/W of non-uniform width



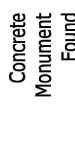
LESSEE'S 30' ACCESS & UTILITY EASEMENT
 47,386 Sq. Ft. - 1.09± AC

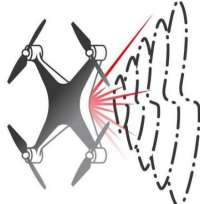
▲ SHEET #4 ▲
 ▼ SHEET #3 ▼

LINE	BEARING	DISTANCE
L1	S 30°48'06" W	100.00'
L2	N 59°11'54" W	100.00'
L3	N 30°48'06" E	100.00'
L4	S 59°11'54" E	100.00'
L5	N 59°11'54" W	100.00'
L6	N 30°48'06" E	30.00'
L7	S 59°11'54" E	70.00'
L8	N 30°48'06" E	32.75'
L9	S 60°51'03" E	30.26'
L10	S 05°43'42" E	40.82'
L11	S 80°07'20" E	28.13'
L12	S 47°42'30" E	55.84'
L13	S 31°03'09" W	20.20'
L14	S 42°11'24" W	10.19'
L15	N 47°42'30" W	59.79'
L16	N 80°07'20" W	28.13'
L17	N 05°43'42" W	40.82'
L18	N 60°51'03" W	30.26'
L19	S 30°48'06" W	62.75'

CURVE	RADIUS	ARC LEN	TANGENT	DELTA ANGLE	CHORD BEARING	CHORD LEN
C1	1764.17'	191.53'	95.86'	6°13'14"	N 27°41'29" E	191.44'
C2	119.44'	135.23'	75.90'	64°52'20"	N 57°01'03" E	128.12'
C3	1024.91'	229.86'	115.41'	12°50'59"	S 84°07'18" E	229.38'
C4	1390.68'	408.88'	205.93'	16°50'45"	S 69°16'26" E	407.41'
C5	112.65'	108.38'	58.79'	55°07'21"	S 33°17'23" E	104.24'
C6	68.30'	55.39'	29.32'	46°27'53"	S 28°57'38" E	53.89'
C7	209.38'	71.61'	36.16'	19°35'47"	S 42°23'41" E	71.27'
C8	92.95'	77.10'	40.93'	47°31'33"	S 56°21'34" E	74.91'
C9	66.61'	37.68'	19.36'	32°24'50"	S 63°54'55" E	37.18'
C10	36.61'	20.71'	10.64'	32°24'50"	N 63°54'55" W	20.43'
C11	122.95'	101.99'	54.13'	47°31'33"	N 56°21'34" W	99.09'
C12	179.38'	61.35'	30.98'	19°35'47"	N 42°23'41" W	61.05'
C13	98.30'	79.72'	42.20'	46°27'53"	N 28°57'38" W	77.55'
C14	82.65'	79.51'	43.14'	55°07'21"	N 33°17'23" W	76.48'
C15	1360.68'	400.06'	201.48'	16°50'45"	N 69°16'26" W	398.62'
C16	994.91'	223.13'	112.04'	12°50'59"	N 84°07'18" W	222.66'
C17	89.44'	101.26'	56.84'	64°52'20"	S 57°01'03" W	95.94'
C18	1794.17'	194.79'	97.49'	6°13'14"	S 27°41'29" W	194.69'

N 75°14'09" W 1107.47'
 Chord Tie-Line





THE LAND CONSULTANTS LLC
 5449 HIGHWAY 41
 JASPER, TN 37347
 423-304-6722

PREPARED FOR



HORVATH TOWERS VI

312 West Colfax Avenue,
 South Bend, IN 46601

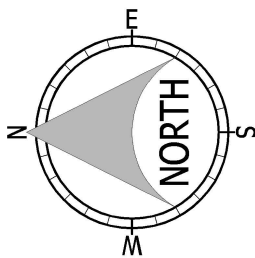
(Not a Boundary Survey of Parent Lands. Not intended for fee simple Land Transfer)

SITE SURVEY
LV TILTON
 Site Number: HV1611
 Mount Sterling Road, Flemingsburg, KY 41041
 Fleming County, Kentucky

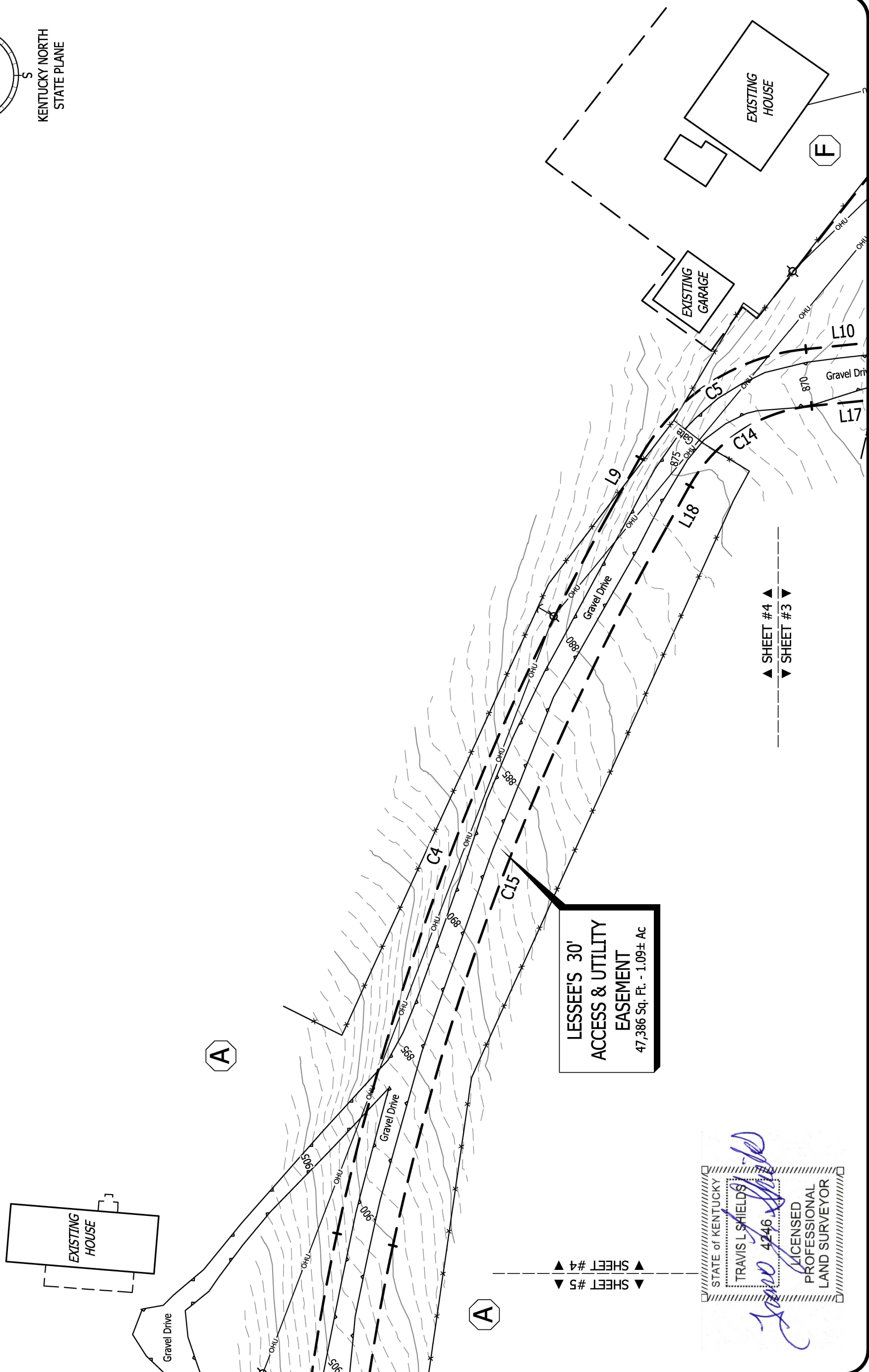
SITE SURVEY

DWG#: 23229
 ISSUE #: 2
 ISSUE DATE: 02-14-2024
 SEE SHEET #1

SHEET **4** OF 7



KENTUCKY NORTH
 STATE PLANE



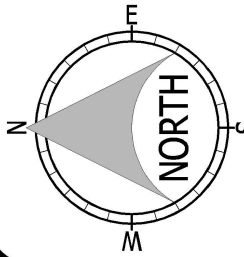
LESSEE'S 30' ACCESS & UTILITY EASEMENT
 47,386 Sq. Ft. - 1.09± AC

▲ SHEET #4 ▲
 ▼ SHEET #3 ▼

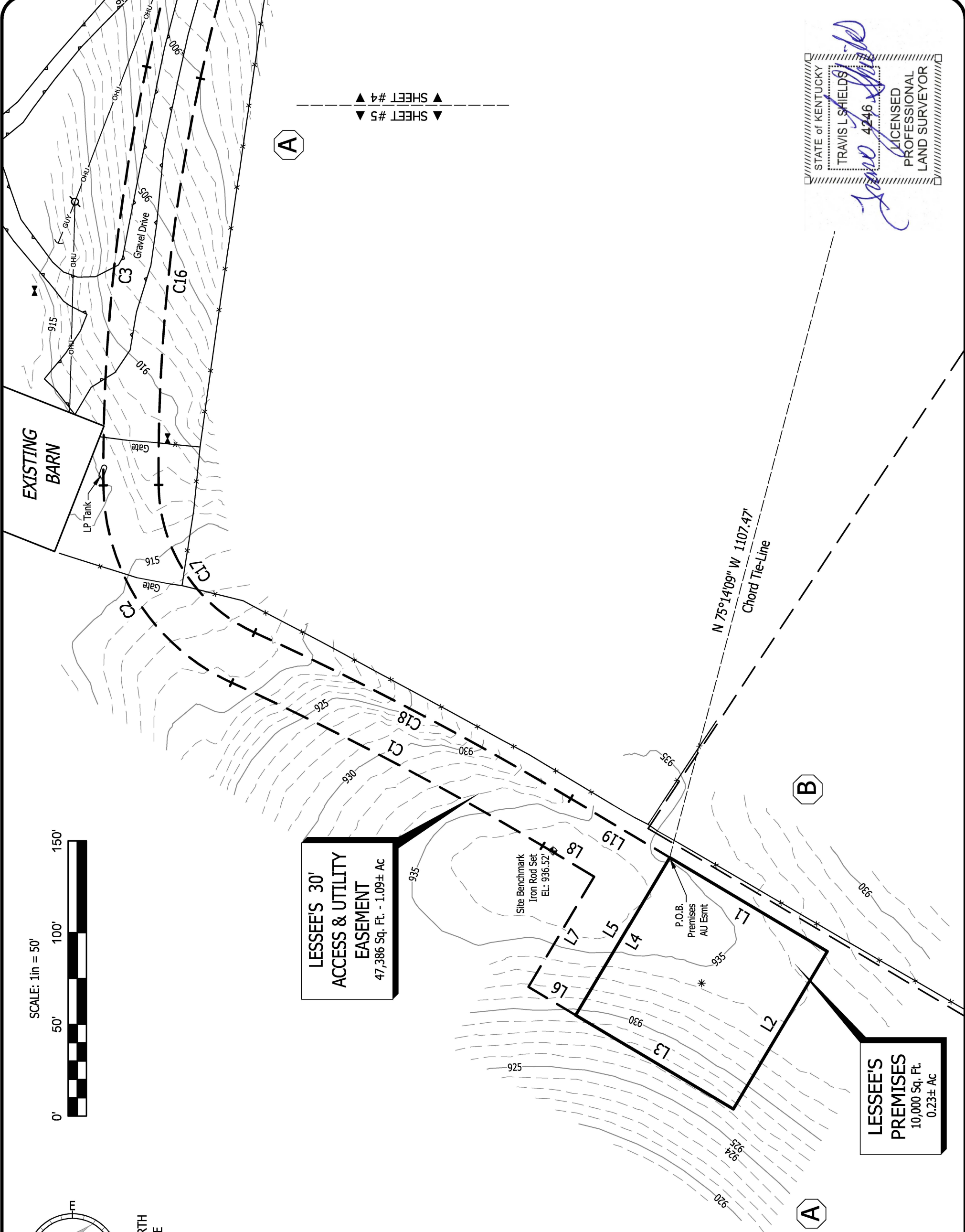
▲ SHEET #4 ▲
 ▼ SHEET #5 ▼

STATE OF KENTUCKY
 TRAVIS L SHIELDS
 4246
 LICENSED PROFESSIONAL LAND SURVEYOR

Travis L. Shields



KENTUCKY NORTH
STATE PLANE



**LESSEE'S 30'
ACCESS & UTILITY
EASEMENT**
47,386 Sq. Ft. - 1.09± AC

**LESSEE'S
PREMISES**
10,000 Sq. Ft.
0.23± AC

A

B

A

▲ SHEET # 4 ▲
▲ SHEET # 5 ▲



THE LAND CONSULTANTS
LLC
5449 HIGHWAY 41
JASPER, TN 37347
423-304-6722

PREPARED FOR
HORVATH
TOWERS
VI
312 West Colfax Avenue,
South Bend, IN 46601

(Not a Boundary Survey of Parent Lands. Not intended for fee simple Land Transfer)
SITE SURVEY
LV TILTON
Site Number: HV1611
Mount Sterling Road, Flemingsburg, KY 41041
Fleming County, Kentucky

SITE SURVEY

DWG#: 23229
ISSUE #: 2
ISSUE DATE: 02-14-2024
SEE SHEET #1

SHEET **4** OF 7

STATE OF KENTUCKY
TRAVIS L SHIELDS
4246
LICENSED
PROFESSIONAL
LAND SURVEYOR

Travis L. Shields

LESSEE'S PREMISES

All that tract or parcel of land lying and being in Fleming County, Kentucky, and being a portion of the property of James Matthew Watson, of record in Deed Book 251, Page 335, Fleming County Clerk's Office, and being more particularly described as follows:

COMMENCE at a Concrete Monument found on the Northwestern Right-of-Way of Mount Sterling Highway 11; Thence along a Chord Tie Line having a Bearing of N 75°14'09" W, a distance of 1,107.47 feet to the POINT OF BEGINNING;

Thence S 30°48'06" W, a distance of 100.00 feet;
Thence N 59°11'54" W, a distance of 100.00 feet;
Thence N 30°48'06" E, a distance of 100.00 feet;
Thence S 59°11'54" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Said tract contains 0.23 Acres (10,000 Square Feet), more or less.

LESSEE'S 30' ACCESS & UTILITY EASEMENT

All that tract or parcel of land lying and being in Fleming County, Kentucky, and being a portion of the property of James Matthew Watson, of record in Deed Book 251, Page 335, Fleming County Clerk's Office, and being more particularly described as follows:

COMMENCE at a Concrete Monument found on the Northwestern Right-of-Way of Mount Sterling Road, also known as Kentucky Highway 11; Thence along a Chord Tie Line having a Bearing of N 75°14'09" W, a distance of 1,107.47 feet to the POINT OF BEGINNING;

Thence N 59°11'54" W, a distance of 100.00 feet;
Thence N 30°48'06" E, a distance of 30.00 feet;
Thence S 59°11'54" E, a distance of 70.00 feet;
Thence N 30°48'06" E, a distance of 32.75 feet;
Thence with a curve to the left with an arc length of 191.53 feet, with a radius of 1,764.17 feet, with a chord bearing of N 27°41'29" E, with a chord length of 191.44 feet;
Thence with a curve to the right with an arc length of 135.23 feet, with a radius of 119.44 feet, with a chord bearing of N 57°01'03" E, with a chord length of 128.12 feet;
Thence with a curve to the right with an arc length of 229.86 feet, with a radius of 1,024.91 feet, with a chord bearing of S 84°07'18" E, with a chord length of 229.38 feet;
Thence with a curve to the right with an arc length of 408.88 feet, with a radius of 1,390.68 feet, with a chord bearing of S 69°16'26" E, with a chord length of 407.41 feet;
Thence S 60°51'03" E, a distance of 30.26 feet;
Thence with a curve to the right with an arc length of 108.38 feet, with a radius of 112.65 feet, with a chord bearing of S 33°17'23" E, with a chord length of 104.24 feet;
Thence S 05°43'42" E, a distance of 40.82 feet;
Thence with a curve to the left with an arc length of 55.39 feet, with a radius of 68.30 feet, with a chord bearing of S 28°57'38" E, with a chord length of 53.89 feet;
Thence with a curve to the right with an arc length of 71.61 feet, with a radius of 209.38 feet, with a chord bearing of S 42°23'41" E, with a chord length of 71.27 feet;
Thence with a curve to the left with an arc length of 77.10 feet, with a radius of 92.95 feet, with a chord bearing of S 56°21'34" E, with a chord length of 74.91 feet;
Thence S 80°07'20" E, a distance of 28.13 feet;
Thence with a curve to the right with an arc length of 37.68 feet, with a radius of 66.61 feet, with a chord bearing of S 63°54'55" E, with a chord length of 37.18 feet;
Thence S 47°42'30" E, a distance of 55.84 feet, to the Northwestern Right-of-Way Line of aforesaid Highway;
Thence S 31°03'09" W, along said Right-of-Way Line, a distance of 20.20 feet;
Thence S 42°11'24" W, a distance of 10.19 feet;
Thence N 47°42'30" W, Leaving, said Right-of-Way Line a distance of 59.79 feet;
Thence with a curve to the left with an arc length of 20.71 feet, with a radius of 36.61 feet, with a chord bearing of N 63°54'55" W, with a chord length of 20.43 feet;
Thence N 80°07'20" W, a distance of 28.13 feet;
Thence with a curve to the right with an arc length of 101.99 feet, with a radius of 122.95 feet, with a chord bearing of N 56°21'34" W, with a chord length of 99.09 feet;
Thence with a curve to the left with an arc length of 61.35 feet, with a radius of 179.38 feet, with a chord bearing of N 42°23'41" W, with a chord length of 61.05 feet;
Thence with a curve to the right with an arc length of 79.72 feet, with a radius of 98.30 feet, with a chord bearing of N 28°57'38" W, with a chord length of 77.55 feet;
Thence N 05°43'42" W, a distance of 40.82 feet;
Thence with a curve to the left with an arc length of 79.51 feet, with a radius of 82.65 feet, with a chord bearing of N 33°17'23" W, with a chord length of 76.48 feet;
Thence N 60°51'03" W, a distance of 30.26 feet;
Thence with a curve to the left with an arc length of 400.06 feet, with a radius of 1,360.68 feet, with a chord bearing of N 69°16'26" W, with a chord length of 398.62 feet;
Thence with a curve to the left with an arc length of 223.13 feet, with a radius of 994.91 feet, with a chord bearing of N 84°07'18" W, with a chord length of 222.66 feet;
Thence with a curve to the left with an arc length of 101.26 feet, with a radius of 89.44 feet, with a chord bearing of S 57°01'03" W, with a chord length of 95.94 feet;
Thence with a curve to the right with an arc length of 194.79 feet, with a radius of 1,794.17 feet, with a chord bearing of S 27°41'29" W, with a chord length of 194.69 feet;
Thence S 30°48'06" W, a distance of 62.75 feet to the POINT OF BEGINNING.

Said tract contains 1.09 Acres (47,386 Square Feet), more or less.



THE
LAND CONSULTANTS
LLC
5449 HIGHWAY 41
JASPER, TN 37347
423-304-6722

PREPARED FOR



HORVATH TOWERS VI

312 West Colfax Avenue,
South Bend, IN 46601

(Not a Boundary Survey of Parent Lands. Not intended for fee simple Land Transfer)

SITE SURVEY LV TILTON

Site Number: HV1611

Mount Sterling Road, Flemingsburg, KY 41041

Fleming County, Kentucky



DESCRIPTIONS

DWG#: 23229
ISSUE #: 2
ISSUE DATE: 02-14-2024
SEE SHEET #1

SHEET
6
OF
7

TITLE EXAMINATION

Surveyor's treatment of Title Examination Items is limited to the scope described in ALTA/NSPS 2021 requirements, Section 6. C. ii., and is limited to determination of the extent of land, that Title Items may influence, if any. "Extent of Property" may be: Blanket in nature for a Parcel or Parcels (not subject to mapping, but assumed to also apply to Lessee's Areas (if any) insofar as these may lie on Parcel(s) influenced by instrument); specifically described by instrument (mapped and shown only if within the Surveyed Area). Determination of physical location may not be possible if: instrument is illegible; instrument lacks sufficient descriptive information; or instrument refers to other instruments which were not included in the title exam and not otherwise available to surveyor. Factors beyond physical location, such as the type of influence that "Restrictions, Covenants, Terms or Conditions" contained in instruments may impart upon Parcels or Lessee's Site or Easements are not evaluated by Land Surveyor. Review by Title Attorney may be warranted. Land Surveyors may not practice Law.

Reference: Property Report, prepared by Tower Title, Title File No.: HCL1-159248-PR, "Effective Date: 4/1/1981 to 8/14/2023".

Mortgage: Deed 328-471: Applies to Parent Tax Parcel, blanket in nature.

Highway Right-of-Way Deeds: Deed 207-418 and 208-479

The present Right-of-Way of Kentucky Highway 11 was conveyed by previous owners from vesting lands by said Deeds. Current Parent Tax Parcel as conveyed by Deed 245-772 is entirely exclusive of said Right-of-Way (Parcel's Southeast Line and Right-of-Way's Northwest Line being identical in description and the same line). Deed 207-418 also included temporary construction Easements which would not have been located within Survey Area, and are assumed expired and not further analyzed by this survey.

Plat Book 3, Page 394: Plat shown no matters on current Parent Tax Parcel

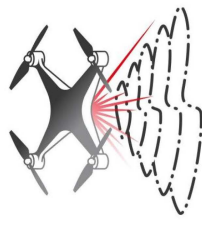
LEGAL DESCRIPTION OF PARENT TAX PARCEL

A certain parcel or tract of land situated South of Pecks Ridge Road and East of Plank Road on the West side of KY HWY 11, near Tilton, in Fleming County, Kentucky and being more particularly described as follows:

Beginning at a 1/2" iron pin and cap found (PLS 3919) at the West right of way of Ky HWY 11, Commonwealth of Kentucky DB 207 PG 418 Parcel 32 Tract A, corner to Roger C. & Cheryl Watson DB 244 PG 181, 2.792 acre tract and Martha W. Asher DB 181 PG 333; thence along the West right of way of KY Hwy 11 S 20°16'28" W a distance of 145.30' to a concrete right of way marker found 39 meters left of centerline station 504+420.000; thence continuing along the West right of way of KY HWY 11 S 15°52'34" W a distance of 207.21' to an iron pin and cap found being 33.179 meters left of centerline station 504+353.311 and corner to Watson 2.792 acres and Roger C. Watson DB 181 PG 330; thence S 21°04'59" W a distance of 166.80' to a concrete right of way marker found 28 meters left of centerline station 504+300.00; thence S 36°21'33" W a distance of 217.63' to an iron pin and cap set, new corner to Watson Tracts 1 & 2; thence along the line of Tract 1 N 52°00'34" W a distance of 305.22' to an iron pin and cap set; thence continuing along the line of Tract 1 S 37°00'54" W a distance of 84.75' to an iron pin and cap set; thence N 51°51'15" W a distance of 27.79' to an iron pin and cap set; thence S 35°59'39" W a distance of 44.94' to an iron pin and cap set; thence S 54°16'42" E a distance of 28.34' to an iron pin and cap set; thence S 38°33'30" W a distance of 9.62' to an iron pin and cap set; thence S 51°46'16" E a distance of 191.49' to a fence post; thence S 50°18'50" E a distance of 143.35' to a concrete right of way marker found 22 meters left of centerline station 504+185.00, corner to Tracts 1 & 2; thence along the West right of way of said road S 31°02'46" W a distance of 85.77' to a point 18 meters left of centerline station 504+159.00; thence S 42°11'01" W a distance of 85.36' to a concrete right of way marker found 19 meters left of centerline station 504+133.00; thence S 74°40'34" W a distance of 51.87' to a concrete right of way marker found 28 meters left of centerline station 504+120.00; thence S 44°44'41" W a distance of 303.47' to an iron pin and cap set, corner to Tracts 2 & 3; thence along the line of Tract 3 N 56°32'13" W a distance of 948.71' to an iron pin and cap set; thence continuing along Tract 3 S 30°39'26" W a distance of 486.22' to an iron pin and cap set; thence N 69°44'22" W a distance of 423.12' to a fence post; thence N 62°42'49" W a distance of 228.07' to an iron pin and cap set; thence S 11°00'18" W a distance of 38.81' to an iron pin and cap set; thence N 70°10'56" W a distance of 131.11' to an iron pin and cap set; thence N 00°02'21" E a distance of 229.20' to an iron pin and cap set; thence N 72°26'23" W a distance of 110.10' to an iron pin and cap set South of the branch; thence crossing the branch N 33°06'10" W a distance of 44.59' to an iron pin and cap set; thence N 27°37'27" W a distance of 190.34' to an iron pin and cap set; thence N 34°35'44" E a distance of 151.56' to an iron pin and cap set; thence N 25°23'51" W a distance of 185.60' to an iron pin and cap set; thence N54°25'30" W a distance of 461.94' to an iron pin and cap set; thence S 65°21'39" W a distance of 150.85' to an iron pin and cap set; thence S 65°21'42" W a distance of 995.00' to an iron pin and cap set; thence S 65°21'42" W a distance of 5.00' to a 40" Elm (Blazed) in the line of James D. & Deborra L. Cutter DB 168 PG 433, corner to Tracts 2 & 3; thence along the line of Cutter N 06°16'28" W a distance of 299.03' to a large stone found (witnessed by an iron pin and cap set being N 67°58'52" E 5.00'), corner to Tract 2 and Cutter; thence continuing along the line of Cutter N 67°58'52" E (passing said witness iron pin and cap set at 5.00') a total distance of 462.00' to an iron pin and cap set; thence N 54°58'51" E a distance of 848.76' to a fallen 28" walnut found (witnessed by an iron pin and cap set being N 52°32'27" E 2.00'), corner to Cutter and William D. & Mary Ann Plank DB 139 PG 449; thence along the line of Plank N 52°32'27" E (passing said iron pin and cap set at 2.00') a total distance of 752.29' to an iron pin and cap set at (2) two stones and old fence post corner found; thence continuing along the line of Plank S 45°35'27" E a distance of 776.02' to an iron pin and cap set; thence S 49°59'00" E a distance of 81.56' to an iron pin and cap set; thence S 57°01'16" E a distance of 296.12'; thence S 56°05'04" E a distance of 200.00'; thence S 61°59'04" E a distance of 203.65' to an iron pin and cap set; thence N 52°30'37" E a distance of 121.55' to an iron pin and cap set; thence S 76°22'59" E a distance of 790.78' to a fence post found (witnessed by an iron pin and cap set - PLS 3919 being S 03°59'23" E 10.00'), corner to Watson 2.792 acre tract DB 244 PG 181; thence S 76°43'16" E a distance of 371.95' to the point of beginning containing 92.249 acres according to the survey by Travis A. McGlone PLS 3919 of Travis McGlone Surveying, LLC 10/29/2011. Bearings coordinated to the 2.792 acre lot of Watson surveyed on 4/28/2011, DB 244 PG 181. All iron pin and caps set were 1/2" x 18" rebar with an orange or yellow plastic cap stamped "T. McGlone PLS 3919".

Parcel ID#: 033-00-00-022.01

This being the same property conveyed to James Matthew Watson, married, from Cheryl L. Watson, Executrix of the Roger C. Watson Estate, and Cheryl L. Watson, individually, single; James Matthew Watson and Melinda Faye Watson, his wife; and Carrie Jean Watson Elleman and John Elleman, her husband, in a Deed dated December 8, 2011, and recorded December 20, 2011, in Book 245, Page 772, in Fleming County, Kentucky.



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423-304-6722

PREPARED FOR



HORVATH TOWERS VI

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South Bend, IN 46601

(Not a Boundary Survey of Parent Lands. Not intended for fee simple Land Transfer)

SITE SURVEY
LV TILTON

Site Number: HV1611

Mount Sterling Road, Flemingsburg, KY 41041

Fleming County, Kentucky

TITLE

DWG#: 23229
ISSUE #: 2
ISSUE DATE: 02-14-2024
SEE SHEET #1

SHEET
7
OF
7

Surveyor's certification of Survey extends only to the Survey Area as shown on Survey Map Sheets. This sheet includes items based on information supplied to Surveyor by Title Examiners and other sources, presented hereon as a convenience to clients, not included under Survey Certification. No Survey was performed outside the Survey Area.





1961 NORTHPOINT BLVD.
SUITE 130
HIYSON, TN 37343
PH : 423-843-9500
FAX : 423-843-9500

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

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CHECKED BY	SEH

REVISIONS

#	DATE	BY	DESCRIPTION
0	05/16/24	MJB	ZONING ISSUE
A	02/14/24	JAE	ZONING ISSUE

FOR REFERENCE



FUZE ID : 17084915

SITE NAME : TILTON

SITE # : HV1611

SITE ADDRESS :
TBD MOUNT STERLING ROAD
FLEMINGSBURG, KY 41041

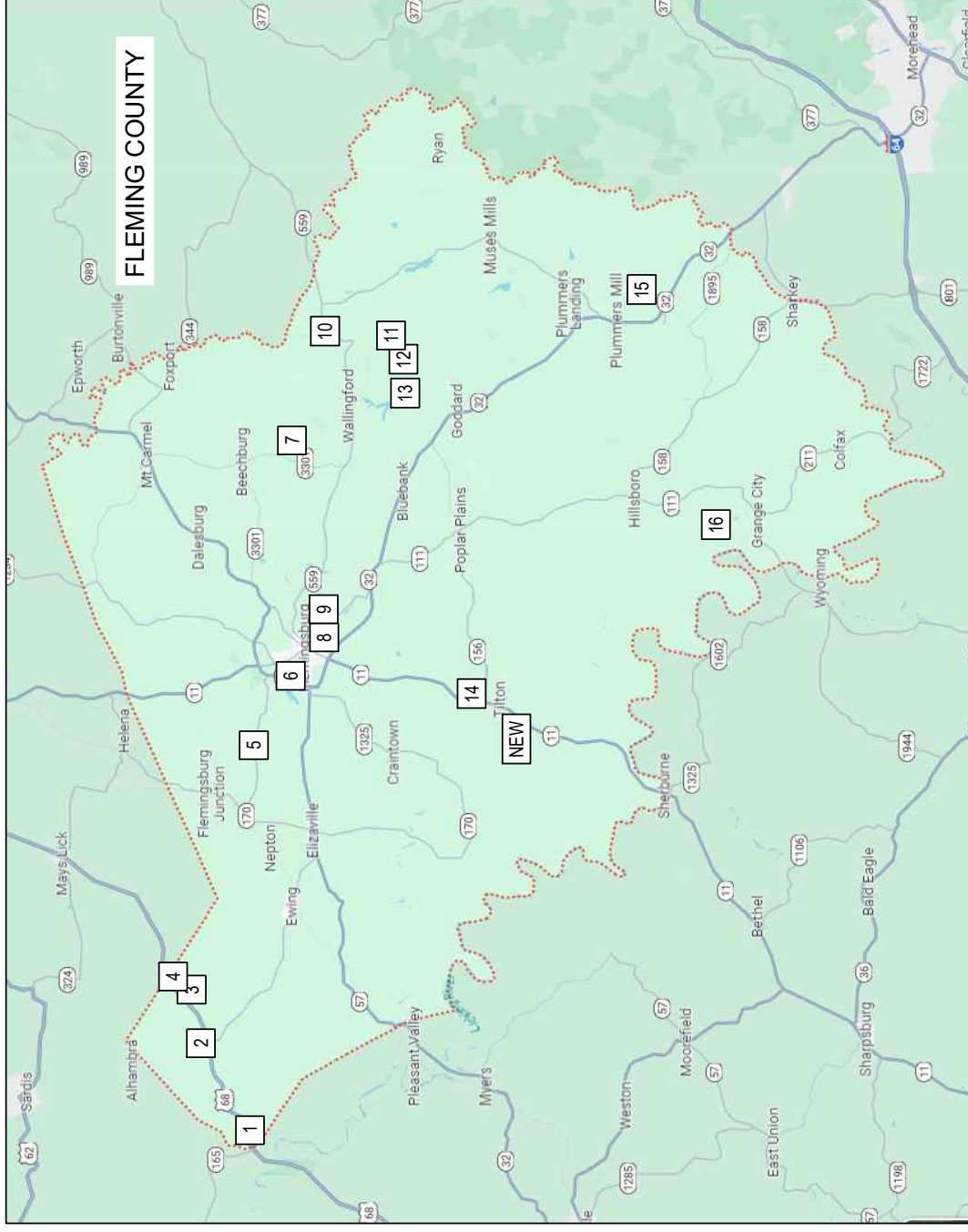
SITE TYPE : RAWLAND

SHEET TITLE :
COUNTY TOWER MAP

DRAWING # :	Z1	REVISION :	0
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FCC REGISTERED SITES (LAUREL COUNTY)

TOWER	ASR	LATITUDE	LONGITUDE	TOWER OWNER
1	1312575	38° 26' 33.74" N	83° 58' 40.79" W	Tillman Infrastructure, LLC
2	1246198	38° 27' 46.7" N	83° 56' 4.6" W	SBA Infrastructures, LLC
3	1253187	38° 28' 0.41" N	83° 54' 17.88" W	SBA Towers VII, LLC
4	1312652	38° 28' 22.09" N	83° 53' 58.73" W	Tillman Infrastructure, LLC
5	1043350	38° 26' 25" N	83° 47' 3" W	Crown Castle South LLC
6	1044806	38° 25' 33" N	83° 45' 2" W	KENTUCKY, COMMONWEALTH OF DBA = KY EMERGENCY WARNING SYSTEM KEWS
7	1044219	38° 25' 30.07" N	83° 38' 0.43" W	American Towers LLC
8	1247706	38° 24' 49.2" N	83° 43' 56.85" W	CCATT LLC
9	1301144	38° 24' 50.4" N	83° 43' 20.0" W	ACME Commercial Properties L.L.C.
10	1043566	38° 24' 42" N	83° 34' 41" W	FLEMING COUNTY BROADCASTING COMPANY INC DBA = WFLE FM
11	1234165	38° 22' 59.2" N	83° 35' 21.1" W	East Kentucky Power Cooperative, Inc.
12	1044510	38° 22' 48.19" N	83° 35' 42.59" W	Fleming County Fiscal Court
13	1042226	38° 22' 48" N	83° 36' 7" W	Global Tower, LLC. through American Towers, LLC
14	1267354	38° 21' 14.81" N	83° 45' 38.17" W	SBA Towers X, LLC
15	1243262	38° 17' 19.11" N	83° 33' 26.27" W	SBA Towers V, LLC
16	1266524	38° 15' 34.0" N	83° 40' 29.0" W	Corban Broadcasting, Inc
PROPOSED TOWER	TBD	38° 20' 33.20" N	83° 46' 10.46" W	HORVATH COMMUNICATIONS



COUNTY TOWER MAP

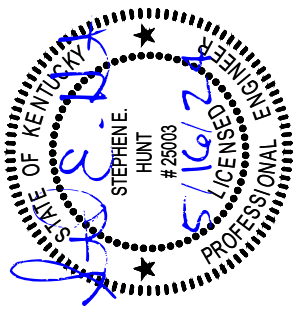


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CHECKED BY	SEH

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A	02/14/24	JAE	ZONING ISSUE

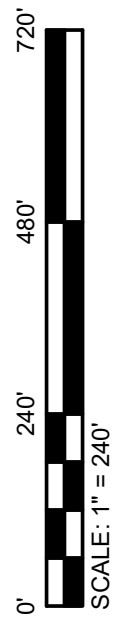


FUZE ID :	17084915
SITE NAME :	TILTON
SITE # :	HV1611

SITE ADDRESS :	1BD MOUNT STERLING ROAD FLEMINGSBURG, KY 41041
SITE TYPE :	RAWLAND

SHEET TITLE :	OVERALL SITE LAYOUT WITH AERIAL OVERLAY
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DRAWING # :	Z2	REVISION :	0
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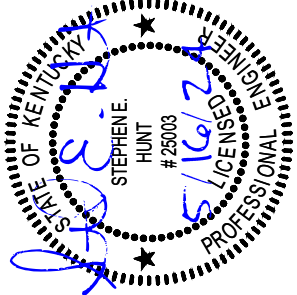
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A	02/14/24	JAE	ZONING ISSUE



FUZE ID : 17084915

SITE NAME : TILTON

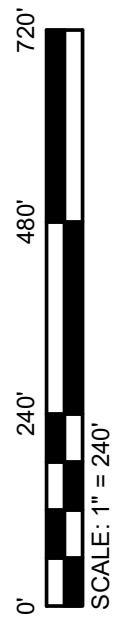
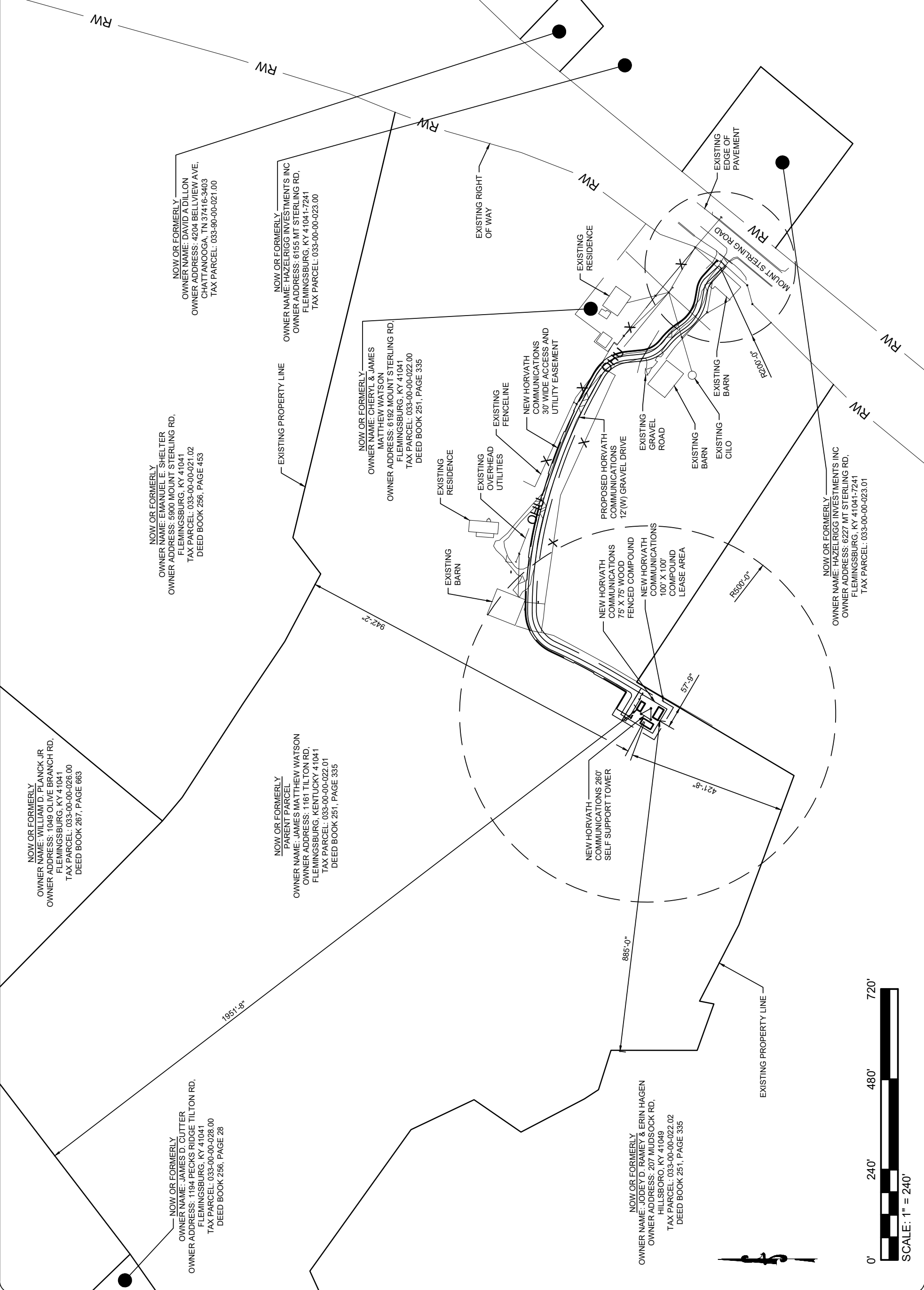
SITE # : HV1611

SITE ADDRESS :
1BD MOUNT STERLING ROAD
FLEMINGSBURG, KY 41041

SITE TYPE : RAWLAND

SHEET TITLE :
OVERALL SITE LAYOUT
WITHOUT AERIAL OVERLAY

DRAWING # : Z3
REVISION : 0



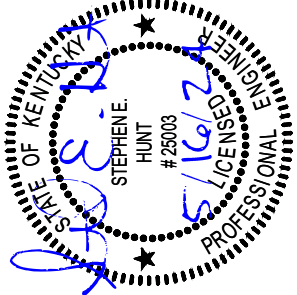


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A	02/14/24	JAE	ZONING ISSUE

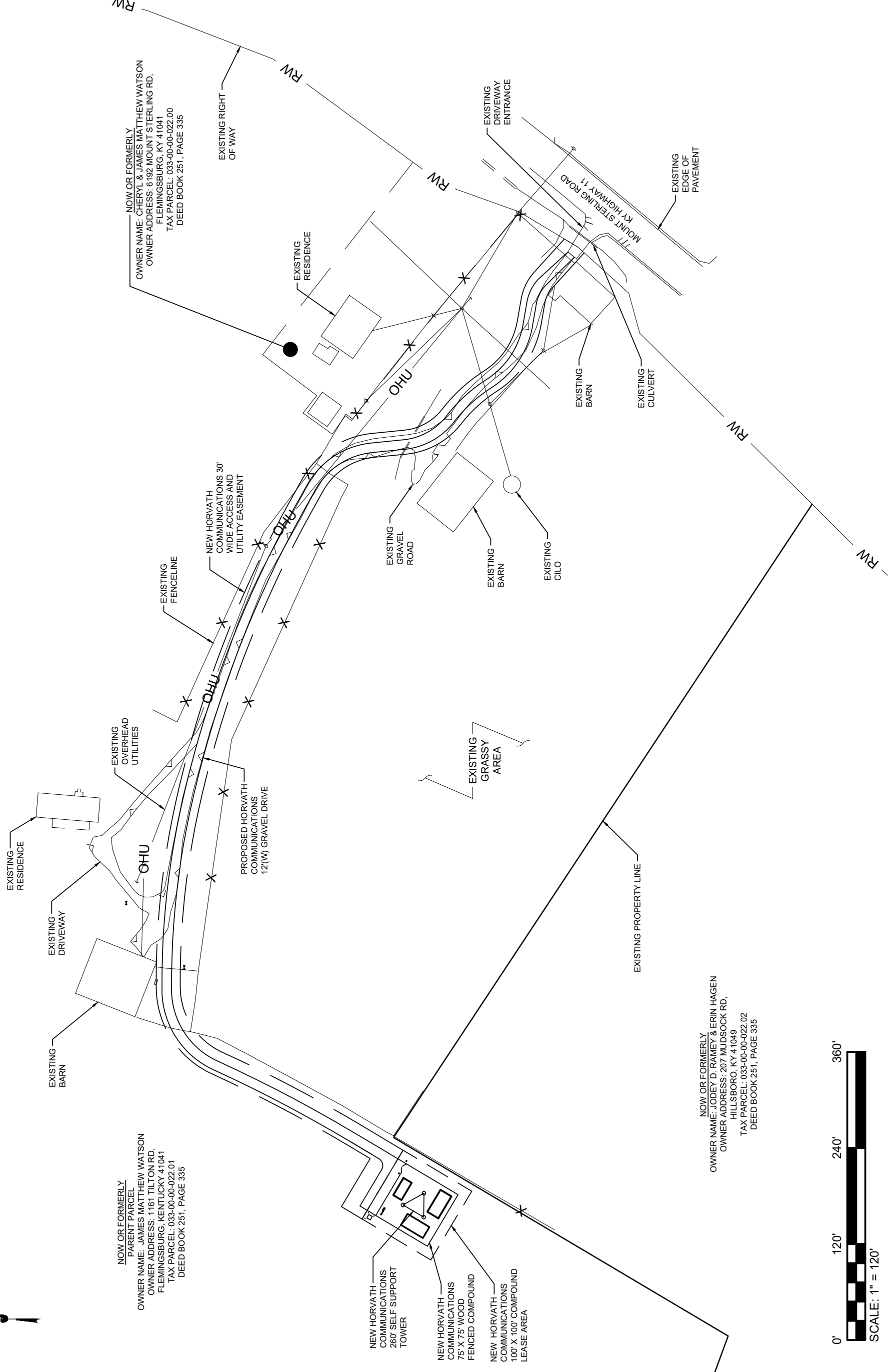


FUZE ID :	17084915
SITE NAME :	TILTON
SITE # :	HV1611

SITE ADDRESS :	TBD MOUNT STERLING ROAD FLEMINGSBURG, KY 41041
SITE TYPE :	RAWLAND

SHEET TITLE :	SITE PLAN
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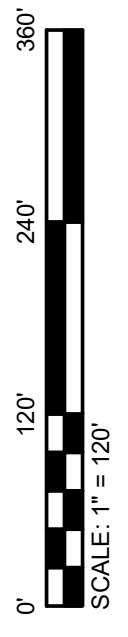
DRAWING # :	Z5	REVISION :	0
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NOW OR FORMERLY PARENT PARCEL
OWNER NAME: JAMES MATTHEW WATSON
OWNER ADDRESS: 1161 TILTON RD,
FLEMINGSBURG, KENTUCKY 41041
TAX PARCEL: 033-00-00-022.01
DEED BOOK 251, PAGE 335

NOW OR FORMERLY OWNER NAME: CHERYL & JAMES MATTHEW WATSON
OWNER ADDRESS: 6192 MOUNT STERLING RD,
FLEMINGSBURG, KY 41041
TAX PARCEL: 033-00-00-022.00
DEED BOOK 251, PAGE 335

NOW OR FORMERLY OWNER NAME: JODEY D. RAMEY & ERIN HAGEN
OWNER ADDRESS: 207 MUDSOCK RD,
HILLSBORO, KY 41049
TAX PARCEL: 033-00-00-022.02
DEED BOOK 251, PAGE 335



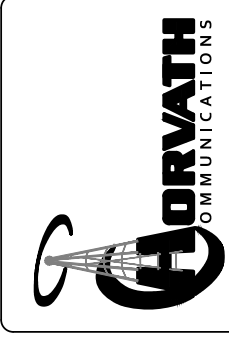
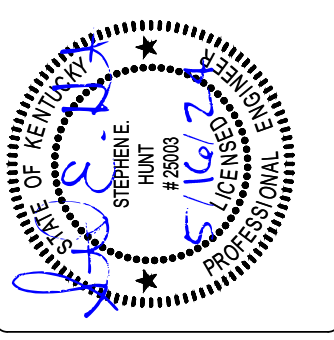


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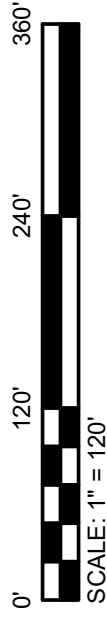
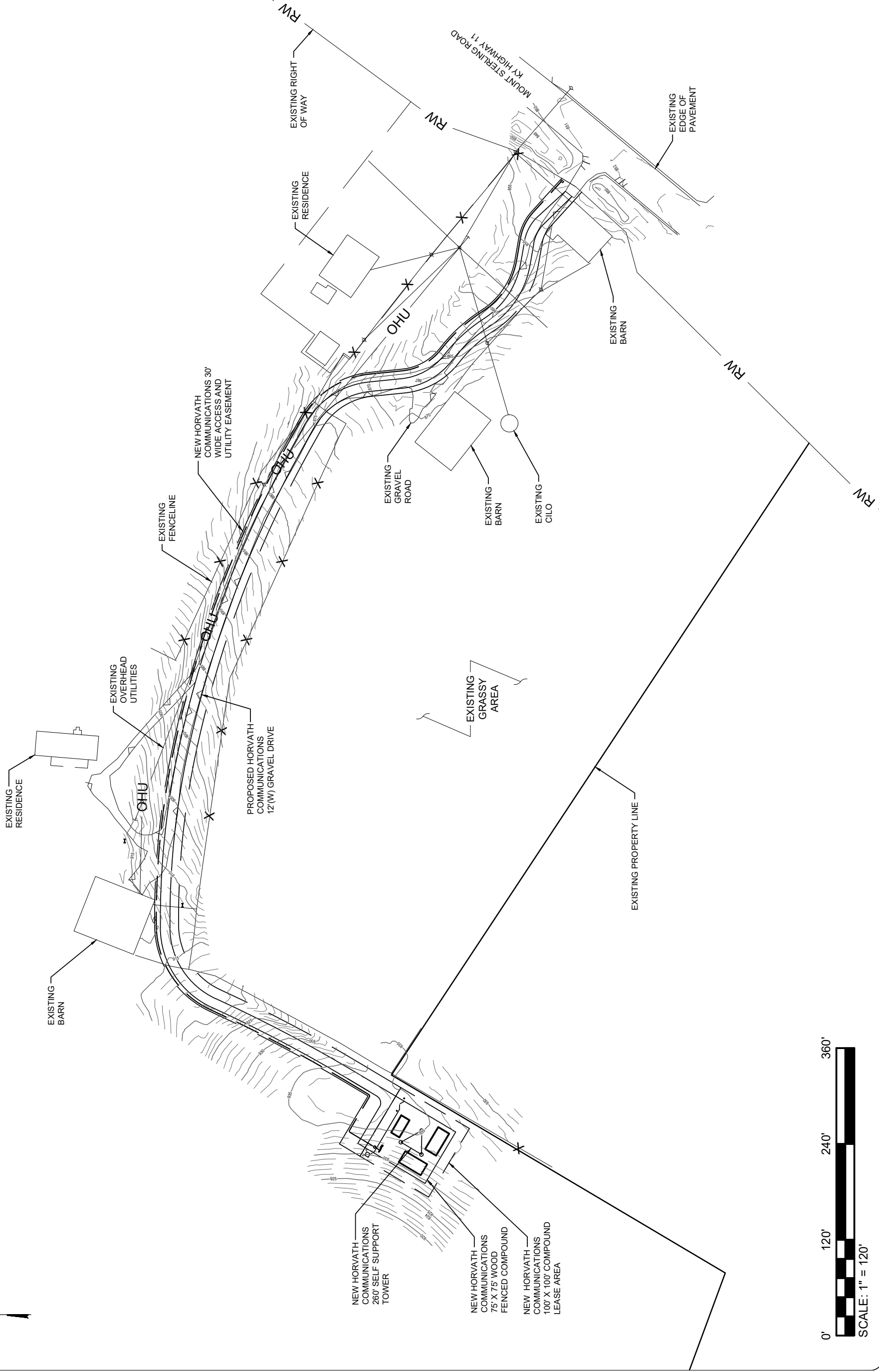


FUZE ID :	17084915
SITE NAME :	TILTON
SITE # :	HV1611

SITE ADDRESS :	1BD MOUNT STERLING ROAD FLEMINGSBURG, KY 41041
SITE TYPE :	RAWLAND

SHEET TITLE :	EROSION CONTROL SITE PLAN
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DRAWING # :	Z6	REVISION :	0
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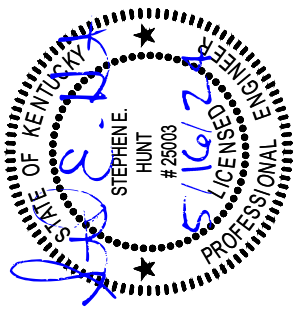
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A	02/14/24	JAE	ZONING ISSUE



FUZE ID : 17084915

SITE NAME : TILTON

SITE # : HV1611

SITE ADDRESS :
1BD MOUNT STERLING ROAD
FLEMINGSBURG, KY 41041

SITE TYPE : RAWLAND

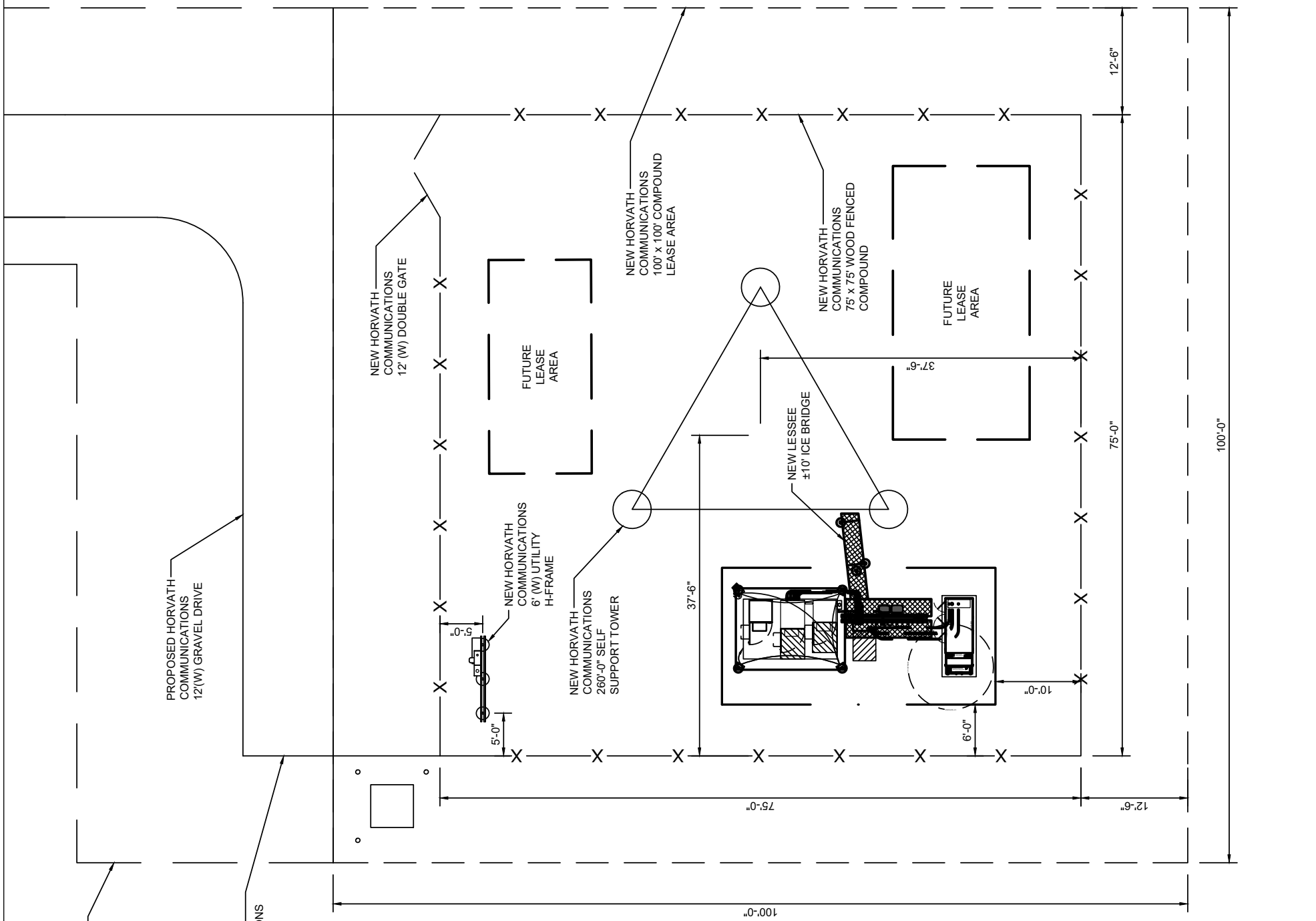
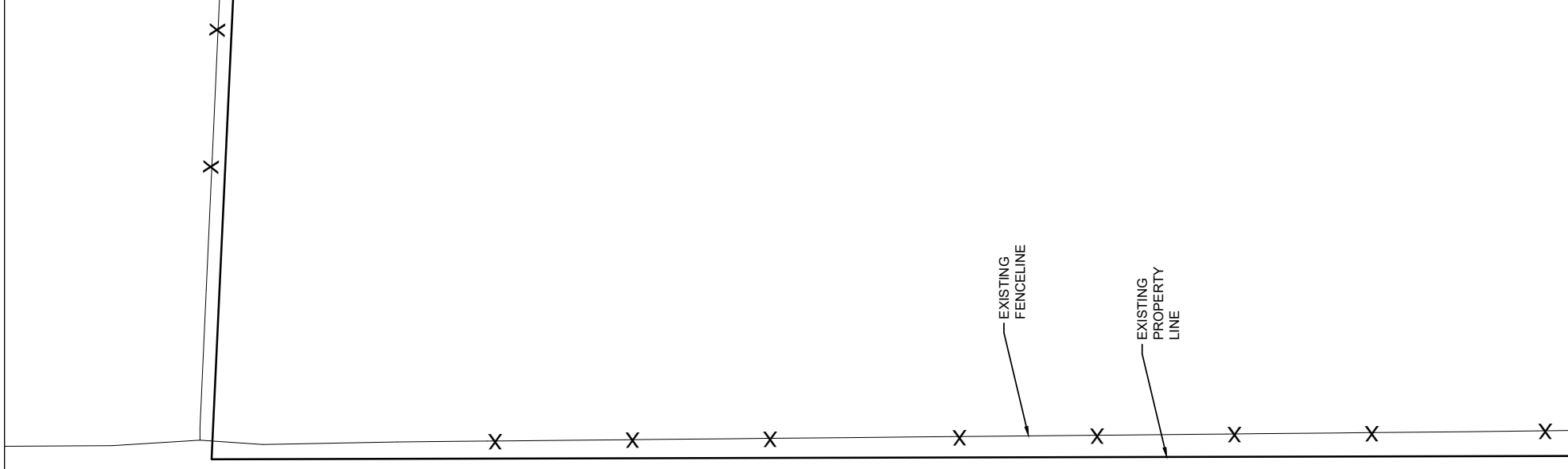
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DIMENSION SITE PLAN

DRAWING # :

Z7

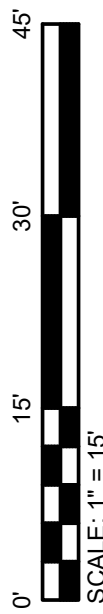
REVISION :

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NEW HORVATH COMMUNICATIONS 30'(W) ACCESS & UTILITY EASEMENT

NEW HORVATH COMMUNICATIONS TURN-AROUND/ PARKING AREA



SCALE: 1" = 15'



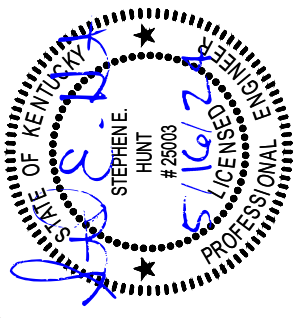
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CHECKED BY: SEH

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FUZE ID : 17084915

SITE NAME : TILTON

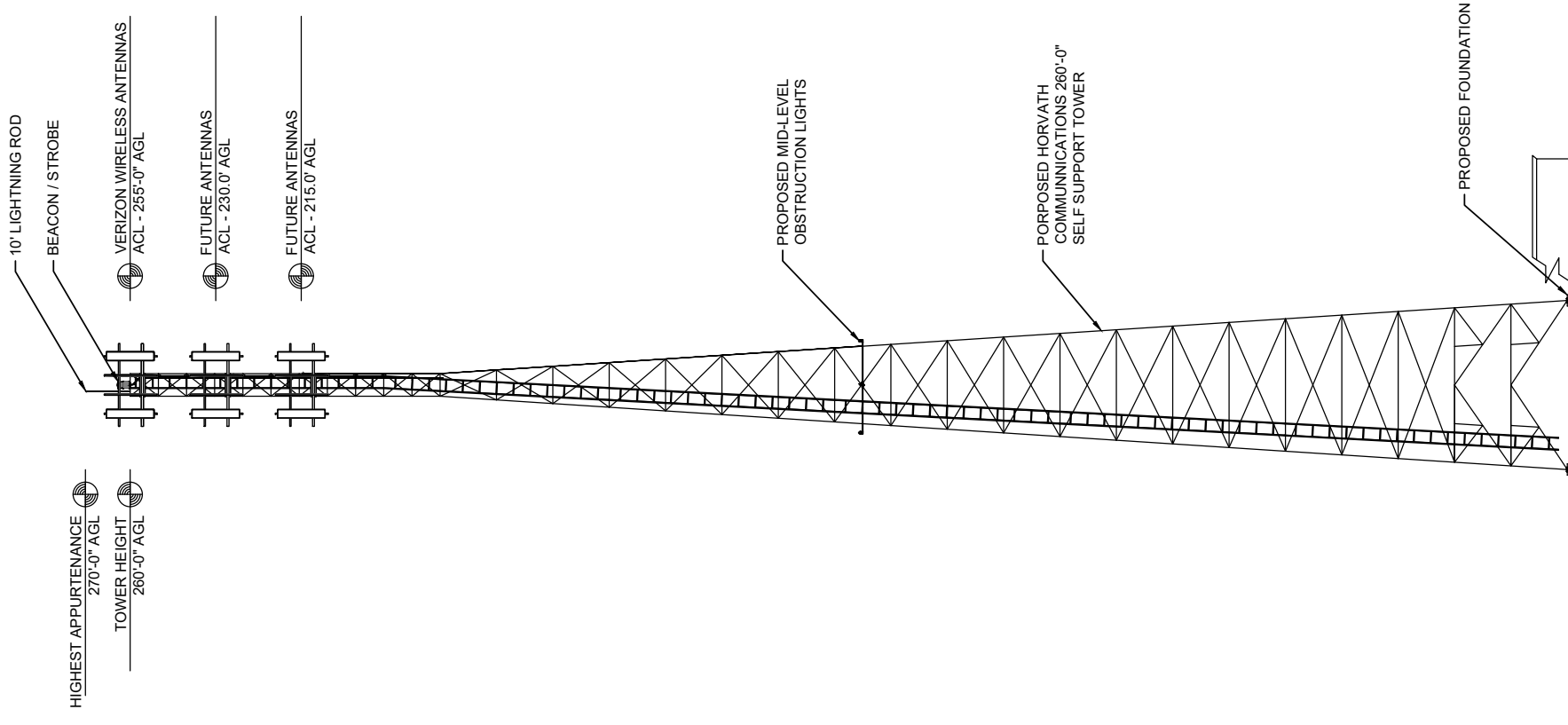
SITE # : HV1611

SITE ADDRESS :
1BD MOUNT STERLING ROAD
FLEMINGSBURG, KY 41041

SITE TYPE : RAWLAND

SHEET TITLE : TOWER ELEVATION

DRAWING # : Z8
REVISION : 0



TOWER ELEVATION
NTS



1961 NORTHPOINT BLVD.
SUITE 130
HIYSON, TN 37343
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FUZE ID : 17084915

SITE NAME : TILTON

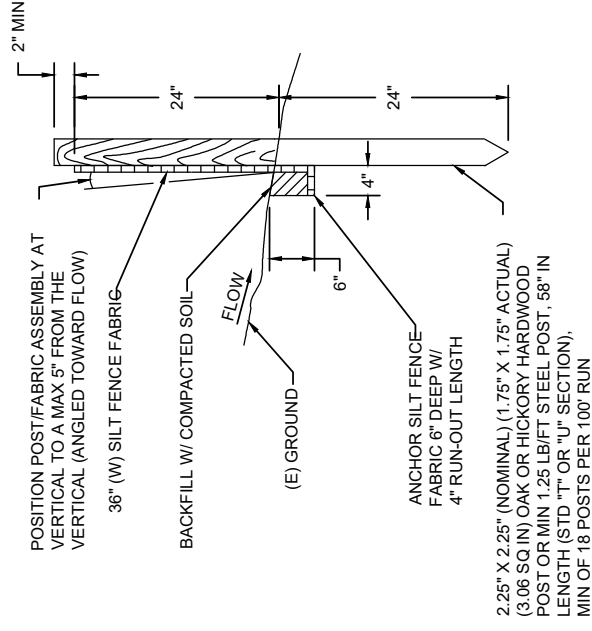
SITE # : HV1611

SITE ADDRESS :
1BD MOUNT STERLING ROAD
FLEMINGSBURG, KY 41041

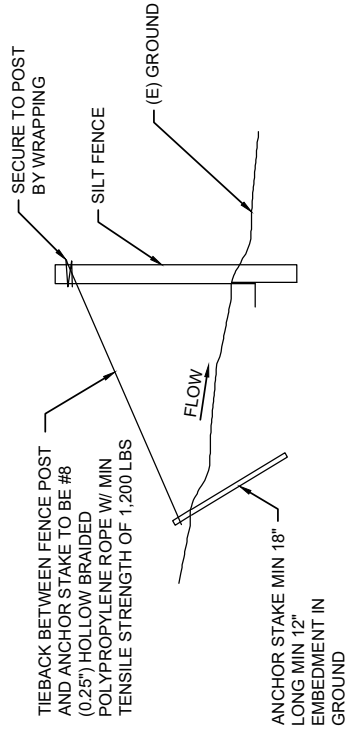
SITE TYPE : RAWLAND

SHEET TITLE :
SITE DETAILS

DRAWING # :	Z9	REVISION :	0
-------------	----	------------	---

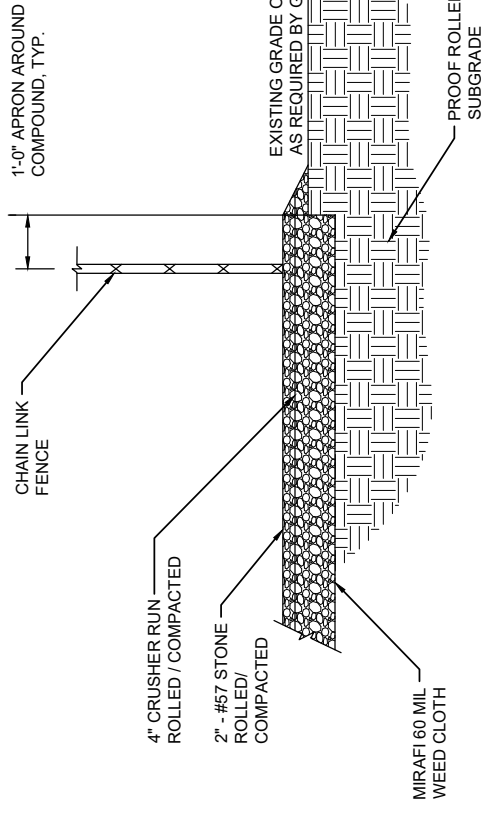


SECTIONAL VIEW



SILT FENCE TIEBACK FOR STEEL OR WOOD POSTS

SILT FENCE DETAIL 1
NTS



COMPOUND SURFACING 2
NTS



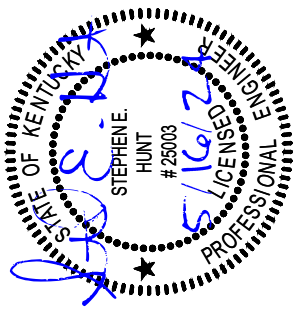
1961 NORTHPOINT BLVD.
SUITE 130
HIYSON, TN 37343
PH : 423-843-9500
FAX : 423-843-9509

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DRAWN BY TDD
CHECKED BY SEH

REVISIONS

#	DATE	BY	DESCRIPTION
0	05/16/24	MJB	ZONING ISSUE
A	02/14/24	JAE	ZONING ISSUE



FUZE ID : 17084915

SITE NAME : TILTON

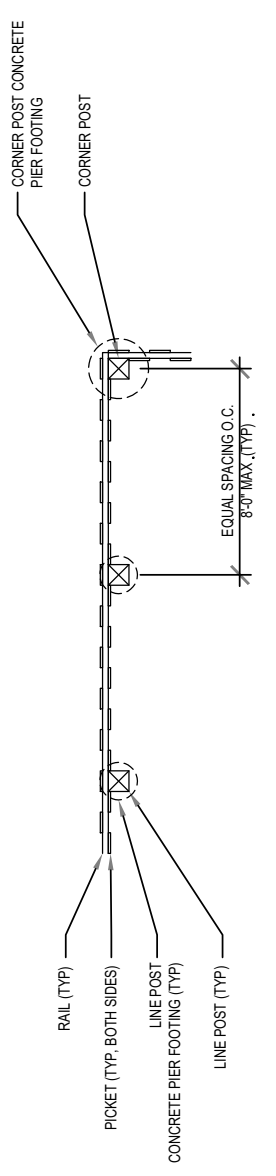
SITE # : HV1611

SITE ADDRESS :
1BD MOUNT STERLING ROAD
FLEMINGSBURG, KY 41041

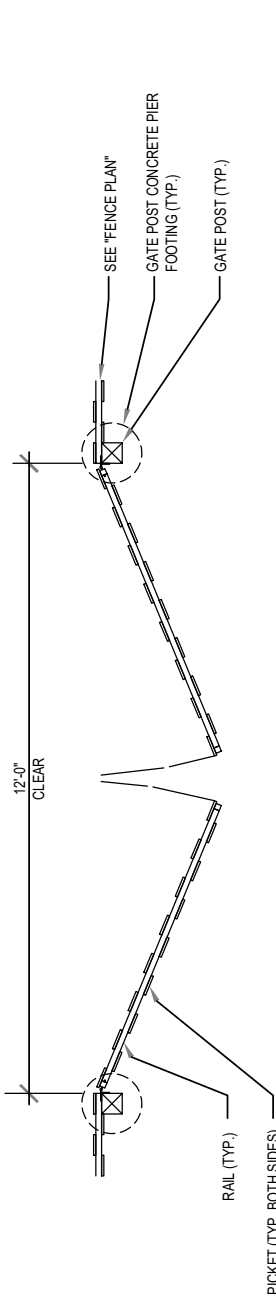
SITE TYPE : RAWLAND

SHEET TITLE : SITE DETAILS

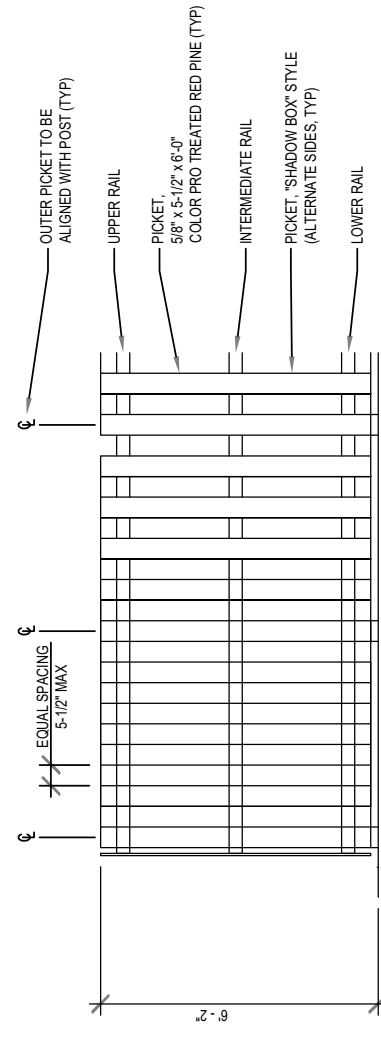
DRAWING # : Z10
REVISION : 0



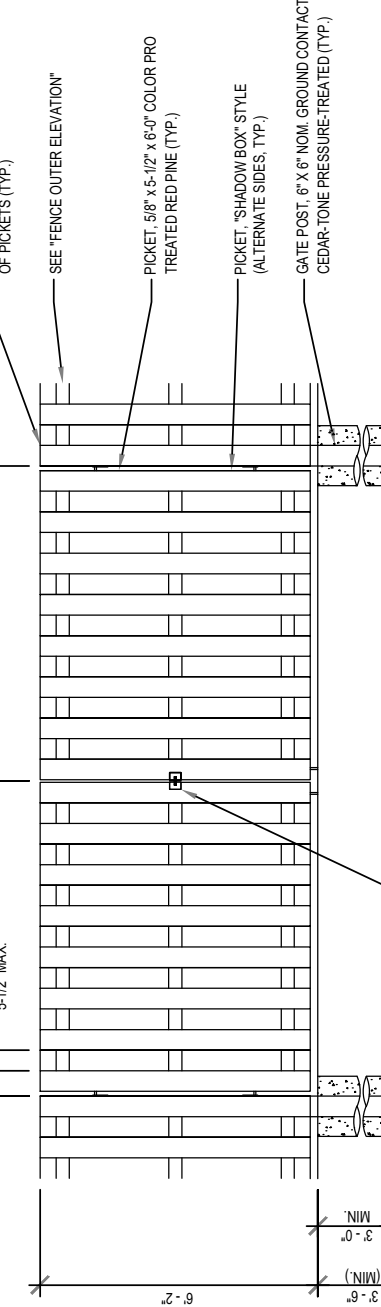
FENCE PLAN



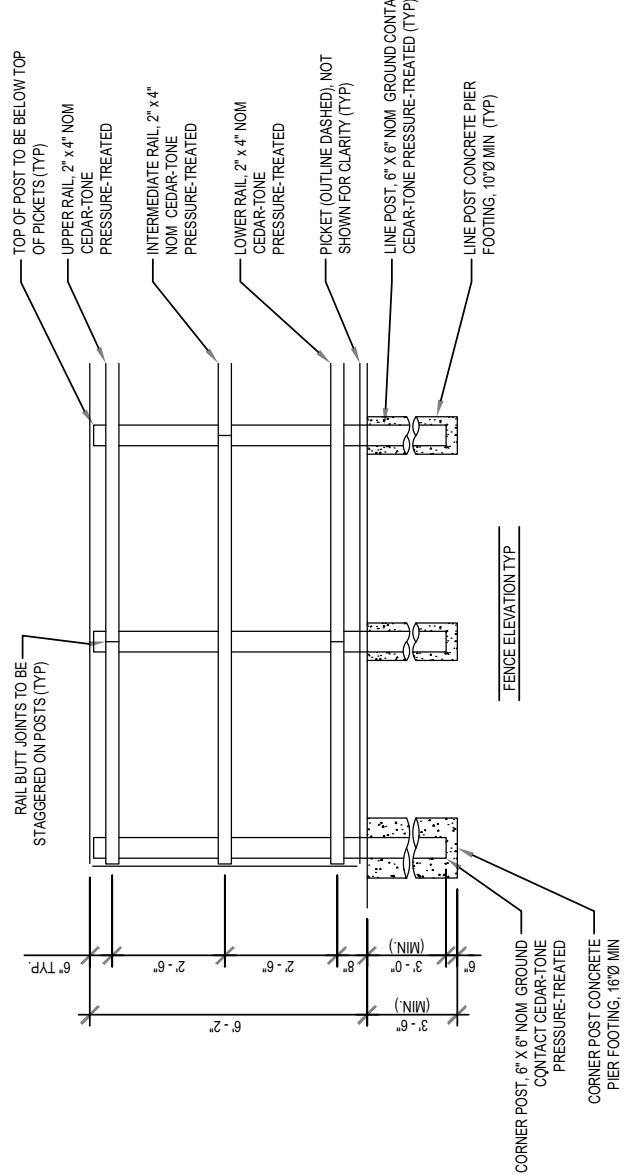
GATE PLAN



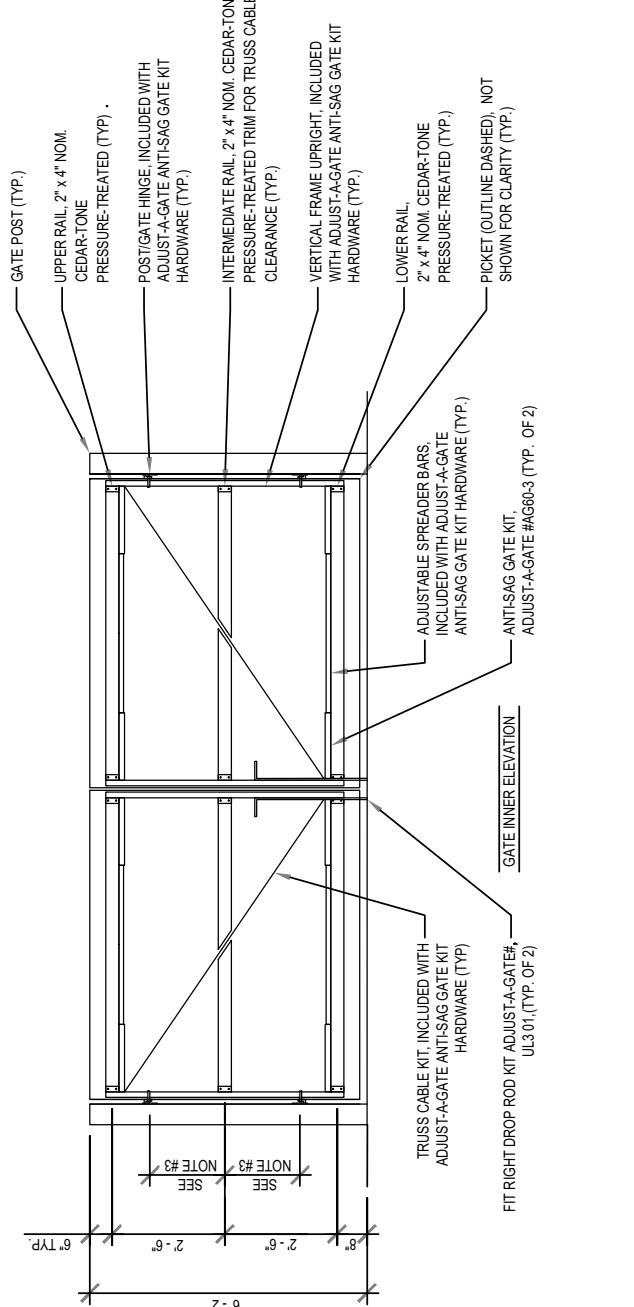
FENCE OUTER ELEVATION



GATE OUTER ELEVATION



FENCE ELEVATION TYP



GATE INNER ELEVATION

From: [Jennifer Sirovica](#)
To: [Trena Prewitt](#)
Subject: FW: HV1611 / Tilton - Endangered Plant Survey Needed
Date: Tuesday, March 19, 2024 12:21:19 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)
[image013.png](#)
[RE EXTERNAL_Natural Resources Review Question.msg](#)



Jennifer A. Sirovica
Project Manager

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- [574-215-0620](tel:574-215-0620)
- www.horvathcommunications.com
- jsirovica@horvathcommunications.com
- [2307 Edison Road, South Bend, IN 46615](#)
- PLEASE NOTE NEW ADDRESS**



From: Karen Campbell <kcampbell@ebiconsulting.com>
Sent: Wednesday, November 8, 2023 6:48 PM
To: Jennifer Sirovica <jsirovica@horvathcommunications.com>
Cc: Jennifer Lea <jlea@ebiconsulting.com>
Subject: RE: HV1611 / Tilton - Endangered Plant Survey Needed

Jennifer,

We got a response from the USFWS about an endangered plant species that came up on the USFWS Information for Planning and Consultation (IPaC) tool. I have attached the email for reference. In summary, they recommend we do a survey during its flowering season (mid-August to late October) to see if it is there or not before proceeding with any construction activities. It is unlikely the species would be found throughout the site since they are very rare and have specific microhabitat requirements. We would expect that, at worst, some areas would need to be flagged and avoided or Horvath would have to contribute to a conservation bank. We are continuing to correspond with the USFWS for further guidance on what their requirements are for the survey, what mitigations options are available, etc.

Let me know if you have any further questions here, though at this point I will probably have to loop in the biologists. The most frustrating part of all this is receiving this response right after the blooming season!

Thank you,

Karen Campbell, CEM
Project Manager
Mobile: 602-677-6107
kcampbell@ebiconsulting.com
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From: Jennifer Sirovica <jsirovica@horvathcommunications.com>
Sent: Wednesday, November 1, 2023 12:29 PM
To: Karen Campbell <kcampbell@ebiconsulting.com>
Subject: RE: HV1611 / Tilton - PH I and NEPA request

Yay – thanks!



Jennifer A. Sirovica
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- jsirovica@horvathcommunications.com
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- [PLEASE NOTE NEW ADDRESS](#)**



From: Karen Campbell <kcampbell@ebiconsulting.com>
Sent: Wednesday, November 1, 2023 3:08 PM
To: Jennifer Sirovica <jsirovica@horvathcommunications.com>
Subject: RE: HV1611 / Tilton - PH I and NEPA request

Jennifer,

Thank you so much for this information! That keeps us safely away from the wetland so I don't foresee any further issues.

Sincerely,

Karen Campbell, CEM
Project Manager
Mobile: 602-677-6107
kcampbell@ebiconsulting.com
4645 S. Lakeshore Drive, Ste 14 | Tempe, AZ | 85282
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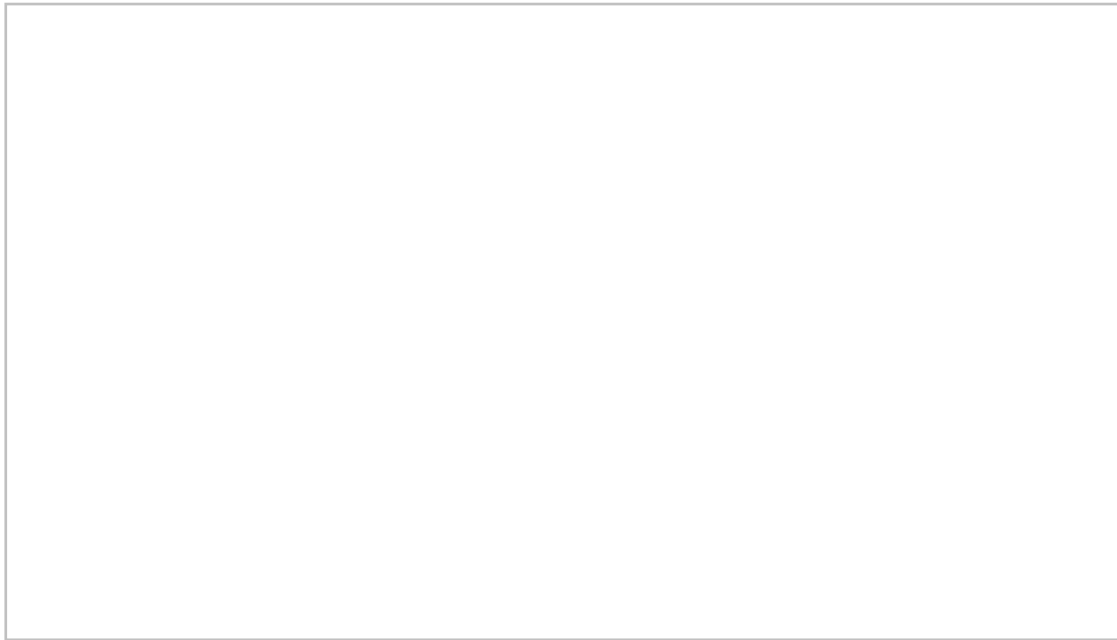


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From: Jennifer Sirovica <jsirovica@horvathcommunications.com>
Sent: Wednesday, November 1, 2023 11:39 AM
To: Karen Campbell <kcampbell@ebiconsulting.com>
Subject: RE: HV1611 / Tilton - PH I and NEPA request

Hi Karen – got some answers for you. Please see below. Let me know if you need anything else. Thanks!

The red line is our limit of disturbance. All utilities are being routed overhead on existing poles.



- Is Horvath going to improve/grade/perform any construction on the existing SP access road? **NO**
- If not, where Horvath begin grading for the Project Site access road / utility easement? **SEE ABOVE MAP**
- Will the work at the Project Site be completed in one month? **See previous email answer – we are not comfortable saying that construction will be completed within one month of starting.**



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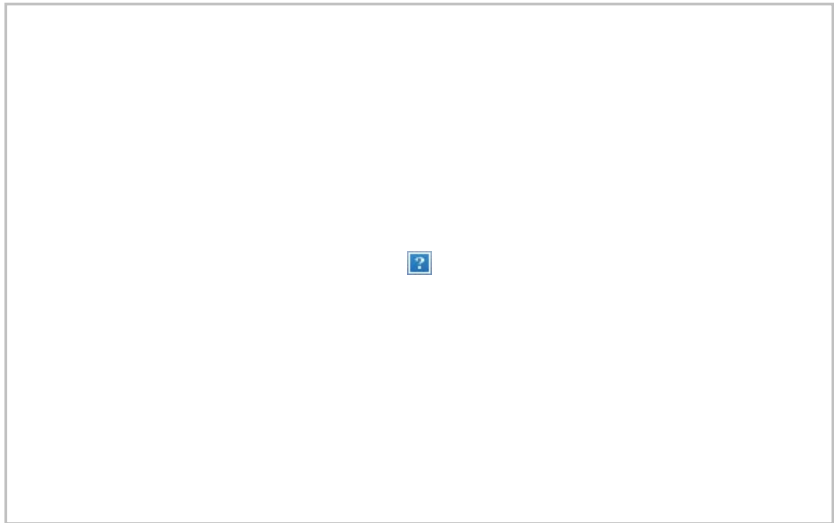
From: Karen Campbell <kcampbell@ebiconsulting.com>
Sent: Monday, October 30, 2023 4:56 PM
To: Jennifer Sirovica <jsirovica@horvathcommunications.com>
Subject: RE: HV1611 / Tilton - PH I and NEPA request

Jennifer,

Sorry about the confusion with “SP”! It means “Subject Property” which refers to the parent parcel. I should’ve caught myself using an acronym we use internally a lot.

The construction timeline is a month from startup. I am unsure why the Natural Resources team would care about that in this situation, so I will confirm with them.

I have also marked the riverine per your request. It is called “Flat Run” on Google Maps.



Thank you,

Karen Campbell, CEM

Project Manager

Mobile: 602-677-6107

kcampbell@ebiconsulting.com

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From: Jennifer Sirovica <jsirovica@horvathcommunications.com>

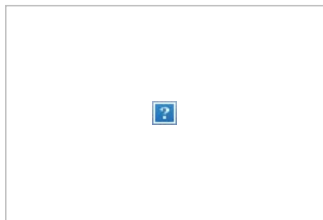
Sent: Monday, October 30, 2023 1:51 PM

To: Karen Campbell <kcampbell@ebiconsulting.com>

Subject: RE: HV1611 / Tilton - PH I and NEPA request

I will work on getting you answers. Can you tell me (in my Monday end of the day tiredness), what does existing “SP” access road mean? I am sure SP is an obvious term I already know but I am drawing a complete blank right now. And, I don’t want Jeff to ask me and me not know. LOL

Also, by the third question – are you meaning will it be complete within a month’s timeframe once it starts? That’s really hard to tell sometimes. Typically, yes it would be, but there have been times that we run into issues that we were unaware of that cause the timeline to go on past 4 weeks.



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PLEASE NOTE NEW ADDRESS



From: Karen Campbell <kcampbell@ebiconsulting.com>

Sent: Monday, October 30, 2023 3:51 PM

To: Jennifer Sirovica <jsirovica@horvathcommunications.com>

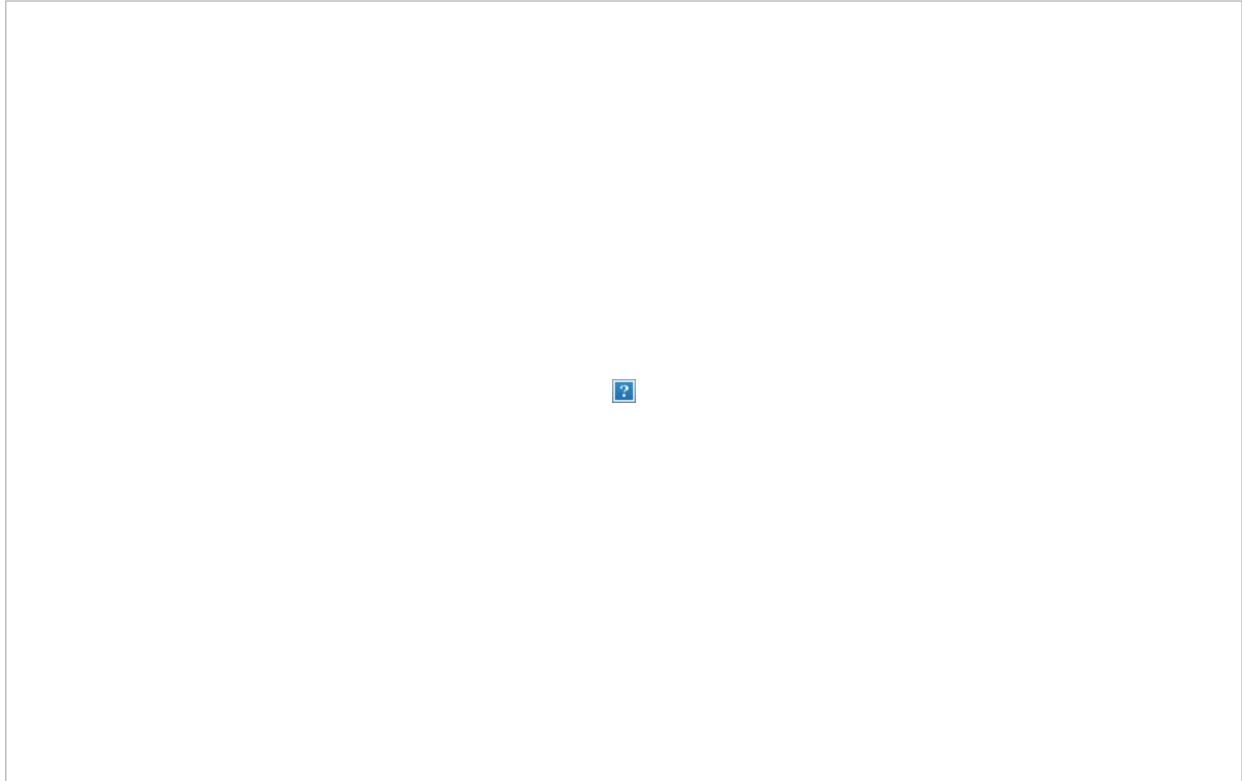
Subject: RE: HV1611 / Tilton - PH I and NEPA request

Good afternoon Jennifer,

For the Natural Resources submittal, we need a little more information about the proposed access road since it is within 100 feet of an existing riverine.

- Is Horvath going to improve/grade/perform any construction on the existing SP access road?
- If not, where Horvath begin grading for the Project Site access road / utility easement?
- Will the work at the Project Site be completed in one month?

Would you and your construction team be able to advise? Below is an aerial with the lease exhibit overlaid for reference:



Thank you,

Karen Campbell, CEM

Project Manager

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From: Devon Pavlek <dpavlek@ebiconsulting.com>

Sent: Thursday, October 19, 2023 6:36 AM

To: Karen Campbell <kcampbell@ebiconsulting.com>; Jennifer Sirovica <jsirovica@horvathcommunications.com>

Subject: RE: HV1611 / Tilton - PH I and NEPA request

Thanks, I will get this uploaded to FUZE with an email to the VZ team and you both copied.

Ms. Devon Pavlek

EBI Consulting

Program Director - Project Management

P: 773.746.6766

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From: Karen Campbell <kcampbell@ebiconsulting.com>
Sent: Wednesday, October 18, 2023 6:46 PM
To: Jennifer Sirovica <jsirovica@horvathcommunications.com>; Devon Pavlek <dpavlek@ebiconsulting.com>
Cc: Jennifer Lea <jlea@ebiconsulting.com>
Subject: RE: HV1611 / Tilton - PH I and NEPA request

Good afternoon Jennifer,

This Phase I ESA has been completed and can be downloaded via the below link:
[6123007108 HV1611 Flemingsburg KY ESA AAI-ASTM2013.pdf](#)

I have also attached the associated reliance letter. There were no RECs or BERs identified. Let us know if you have any questions!

[@Devon Pavlek](#) since this is for the MINKY region, could you handle the FUZE SPM upload?

Thank you,

Karen Campbell, CEM
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From: Karen Campbell
Sent: Thursday, October 5, 2023 12:17 PM
To: Jennifer Sirovica <jsirovica@horvathcommunications.com>
Cc: Jennifer Lea <jlea@ebiconsulting.com>
Subject: RE: HV1611 / Tilton - PH I and NEPA request

Much appreciated!

Karen Campbell, CEM
Project Manager
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kcampbell@ebiconsulting.com
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From: Jennifer Sirovica <jsirovica@horvathcommunications.com>
Sent: Thursday, October 5, 2023 12:15 PM
To: Karen Campbell <kcampbell@ebiconsulting.com>
Cc: Jennifer Lea <jlea@ebiconsulting.com>
Subject: RE: HV1611 / Tilton - PH I and NEPA request

Yes, I will amend the PO now and have Erin re-approve and send. Thanks!

Jennifer A. Sirovica
Project Manager

[574-237-0464](tel:574-237-0464) x 1151

[574-215-0620](tel:574-215-0620)



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- jsirovica@horvathcommunications.com
- [2307 Edison Road, South Bend, IN 46615](#)
- [PLEASE NOTE NEW ADDRESS](#)



From: Karen Campbell <kcampbell@ebiconsulting.com>
Sent: Thursday, October 5, 2023 3:06 PM
To: Jennifer Sirovica <jsirovica@horvathcommunications.com>
Cc: Jennifer Lea <jlea@ebiconsulting.com>
Subject: RE: HV1611 / Tilton - PH I and NEPA request

Good afternoon Jennifer,

Due to the lengthy easement pathway associated with this installation, our archaeological team needs to perform additional Shovel Test Pits (STPs) as part of the survey. Our starting archaeology budget is made to cover up to 12, and this site will require approximately 29. Could we have \$700 added to PO# 15443 L2 in order to cover this additional labor? The new line total would go from \$1,950 to \$2,650.

Please let me know if you have any questions.

Sincerely,

Karen Campbell, CEM

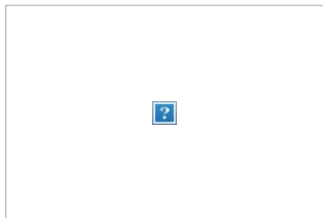
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From: Jennifer Sirovica <jsirovica@horvathcommunications.com>
Sent: Wednesday, September 27, 2023 6:34 AM
To: Karen Campbell <kcampbell@ebiconsulting.com>
Cc: Devon Pavlek <dpavlek@ebiconsulting.com>; Jennifer Lea <jlea@ebiconsulting.com>
Subject: RE: HV1611 / Tilton - PH I and NEPA request

Thank you!



Jennifer A. Sirovica
Project Manager

- 574-237-0464 x 1151
- 574-215-0620
- www.horvathcommunications.com
- jsirovica@horvathcommunications.com
- [2307 Edison Road, South Bend, IN 46615](#)
- [PLEASE NOTE NEW ADDRESS](#)



From: Karen Campbell <kcampbell@ebiconsulting.com>
Sent: Tuesday, September 26, 2023 12:21 PM
To: Jennifer Sirovica <jsirovica@horvathcommunications.com>

Cc: Devon Pavlek <dpavlek@ebiconsulting.com>; Jennifer Lea <jlea@ebiconsulting.com>

Subject: RE: HV1611 / Tilton - PH I and NEPA request

Jennifer,

I just saw the PO come in. Here are the ETAs:

NEPA – 1/15/2024

Phase I EA – 10/18/2023

I will reach out if we have any questions!

Sincerely,

Karen Campbell, CEM

Project Manager

Mobile: 602-677-6107

kcampbell@ebiconsulting.com

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From: Karen Campbell

Sent: Monday, September 25, 2023 1:39 PM

To: 'Jennifer Sirovica' <jsirovica@horvathcommunications.com>; Jennifer Lea <jlea@ebiconsulting.com>

Cc: Devon Pavlek <dpavlek@ebiconsulting.com>

Subject: RE: HV1611 / Tilton - PH I and NEPA request

Jennifer,

Awesome! Thank you for trusting us with this work.

I will keep an eye out for the PO and provide ETAs once it is in.

Thanks,

Karen Campbell, CEM

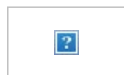
Project Manager

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From: Jennifer Sirovica <jsirovica@horvathcommunications.com>

Sent: Monday, September 25, 2023 1:14 PM

To: Karen Campbell <kcampbell@ebiconsulting.com>; Jennifer Lea <jlea@ebiconsulting.com>

Cc: Devon Pavlek <dpavlek@ebiconsulting.com>

Subject: HV1611 / Tilton - PH I and NEPA request

We are ready to pull the trigger on PH I and NEPA for this site. Please see links below to required information and let me know if you need anything further. The UQ for Horvath is also attached. I have sent the VZW UQ to Jackie Straight, per the new directive, and as soon as I receive it back, I will send it over to you as well.

I will process a PO and Erin will get it over to you. Please don't commence any work until you have the PO.

Thank you!

1-A: <https://horvathcommunications.box.com/s/be1hsbl064cp0d5s2o7v20mjwg3kwf98>

Title: <https://horvathcommunications.box.com/s/2spireatzjgq5jvw464xozuzzqp7i25g>

Lease Exhibit: <https://horvathcommunications.box.com/s/dk33kpfau7z53fj3a1yk6omv7qc6ld99>

Survey: <https://horvathcommunications.box.com/s/gnbuy5a1gel4nvmw0wk5i117n070b33c>

LL Contact:



Jennifer A. Sirovica
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CHECKED BY	SEH

REVISIONS			
#	DATE	BY	DESCRIPTION
0	05/16/24	MJB	ZONING ISSUE
A	02/15/24	JAE	ZONING ISSUE

FOR REFERENCE



FLUZE ID :	17084915
SITE NAME :	TILT'ON
SITE # :	HV/1611

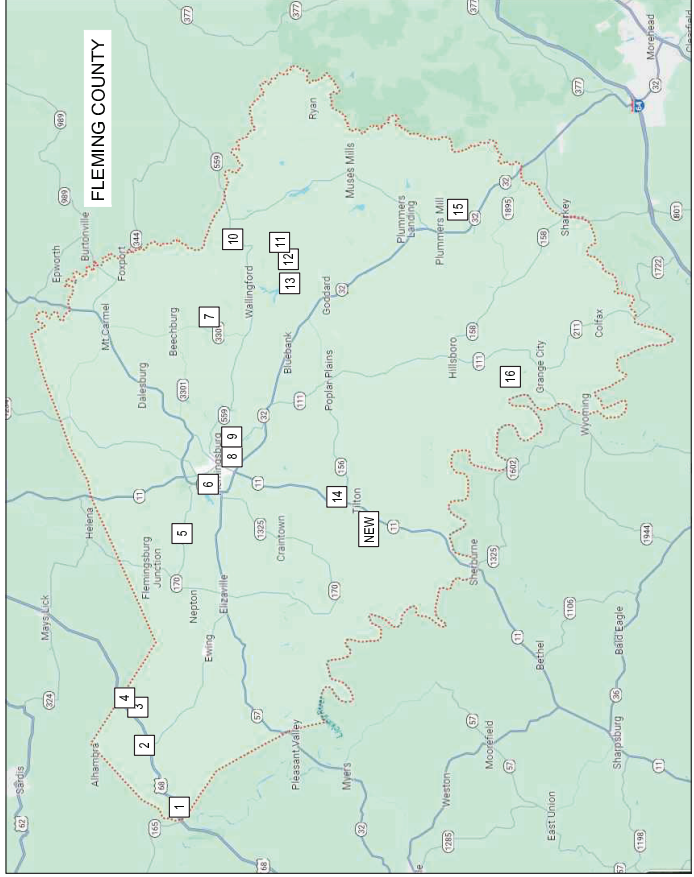
SITE ADDRESS :
180 MOUNT STERLING ROAD
FLEMINGSBURG, KY 41041

SHEET TITLE :
COUNTY TOWER MAP

DRAWING # :	Z1	REVISION :	0
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**FCC REGISTERED SITES
(LAUREL COUNTY)**

TOWER	ASR	LATITUDE	LONGITUDE	TOWER OWNER
1	1312575	38° 26' 33.74" N	83° 58' 40.79" W	Tilman Infrastructure, LLC
2	1246198	38° 27' 46.7" N	83° 56' 4.6" W	SBA Infrastructures, LLC
3	1253187	38° 28' 0.41" N	83° 54' 17.88" W	SBA Towers VII, LLC
4	1312652	38° 28' 22.09" N	83° 53' 58.73" W	Tilman Infrastructure, LLC
5	1043350	38° 26' 25" N	83° 47' 3" W	Crown Castle South LLC
6	1044806	38° 25' 33" N	83° 45' 2" W	KENTUCKY, COMMONWEALTH OF DBA = KY EMERGENCY WARNING SYSTEM KEWS
7	1044219	38° 25' 30.07" N	83° 38' 0.43" W	American Towers LLC
8	1247706	38° 24' 49.2" N	83° 43' 56.85" W	CCATT LLC
9	1301144	38° 24' 50.4" N	83° 43' 20.0" W	ACME Commercial Properties L.L.C.
10	1043566	38° 24' 42" N	83° 34' 41" W	FLEMING COUNTY BROADCASTING COMPANY INC DBA = WFLE FM
11	1234165	38° 22' 59.2" N	83° 35' 21.1" W	East Kentucky Power Cooperative, Inc.
12	1044510	38° 22' 48.19" N	83° 35' 42.59" W	Fleming County Fiscal Court
13	1042226	38° 22' 48" N	83° 36' 7" W	Global Tower, LLC. through American Towers, LLC
14	1267354	38° 21' 14.81" N	83° 45' 38.17" W	SBA Towers X, LLC
15	1243262	38° 17' 19.11" N	83° 33' 26.27" W	SBA Towers V, LLC
16	1266524	38° 15' 34.0" N	83° 40' 29.0" W	Corban Broadcasting, Inc
PROPOSED TOWER	TBD	38° 20' 33.20" N	83° 46' 10.46" W	HORVATH COMMUNICATIONS



COUNTY TOWER MAP





The FAA is currently experiencing delays in processing off-airport aeronautical studies. These delays are currently resulting in an approximate 15 additional days in processing time. The FAA will continue to work aeronautical studies on a first come, first served basis. Please take this possible delay into consideration when determining when to submit your case. If your submitted aeronautical study requires priority, please contact the OEG Specialist for your state with the rationale for your request and it will be reviewed for escalation. The issue causing these delays is actively being mitigated and is expected to be resolved around August.

Archive Search Results Form 7460-1 for ASN 2023-ASO-27750-OE

Overview				
Study (ASN):	2023-ASO-27750-OE			
Prior Study:				
Status:	Determined			
Letters:	Determination			
Supplemental Form 7460-2:	Please login to add a Supplemental Form 7460-2.			
Received Date:	09/14/2023			
Entered Date:	09/14/2023			
Completion Date:	11/14/2023			
Expiration Date:	05/14/2025			
Map:	View Map			
Sponsor Information				
Sponsor:	Horvath Towers VI, LLC			
Attention Of:	Jennifer Sirovica			
Address:	2307 Edison Road			
Address2:	Suite 2			
City:	South Bend			
State:	IN			
Postal Code:	46615			
Country:	US			
Phone:	574-237-0464 1151			
Fax:	574-217-4357			
Sponsor's Representative Information				
Representative:				
Attention Of:	Jennifer Sirovica			
Address:	2307 Edison Road			
Address2:	Suite 2			
City:	South Bend			
State:	IN			
Postal Code:	46615			
Country:	US			
Phone:	574-237-0464			
Fax:	574-217-4357			
Construction Info				
Notice Of:	CONSTR			
Duration:	PERM (Months: 0 Days: 0)			
Work Schedule:	02/01/2024 to 03/01/2024			
Date Built:				
Structure Summary				
Structure Type:	Antenna Tower			
Structure Name:	HV1611 / Tilton			
FCC Number:	1327943 FCC ASR Registration			
Structure Details				
Latitude (NAD 83):	38° 20' 33.20" N			
Longitude (NAD 83):	83° 46' 10.46" W			
Horizontal Datum:	NAD 83			
Survey Accuracy:	1A			
Marking/Lighting:	Dual-red and medium intensity			
Other Description:				
Current Marking/Lighting:	N/A Proposed Structure			
Current Marking/Lighting Other Description:				
Name:				
City:	Flemingsburg			
State:	KY			
Nearest County:	Fleming			
Nearest Airport:	SYM			
Distance to Structure:	69903.05 feet			
On Airport:	No			
Direction to Structure:	311.7°			
Description of Location:	approx 6196 Mt Sterling Rd., Flemingsburg, KY 41041			
Description of Proposal:	telecommunications tower for wireless and public safety entities			
Height and Elevation				
	Proposed DNE DET			
Site Elevation:	934			
Structure Height:	270 0 270			
Total Height (AMSL):	1204 0 1204			
Frequencies				
Low Freq	High Freq	Unit	ERP	Unit
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	2000	W
614	698	MHz	1000	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
3700	3980	MHz	1640	W

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

Aeronautical Study No.
 2023-ASO-27750-OE

Issued Date: 11/14/2023

Jennifer Sirovica
 Horvath Towers VI, LLC
 2307 Edison Road
 Suite 2
 South Bend, IN 46615

**** 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 HV1611 / Tilton
 Location: Flemingsburg, KY
 Latitude: 38-20-33.20N NAD 83
 Longitude: 83-46-10.46W
 Heights: 934 feet site elevation (SE)
 270 feet above ground level (AGL)
 1204 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Emissions from this site must be in compliance with the parameters set by collaboration between the FAA and telecommunications companies and reflected in the FAA 5G C band compatibility evaluation process (such as power, frequencies, and tilt angle). Operational use of this frequency band is not objectionable provided the Wireless Providers (WP) obtain and adhere to the parameters established by the FAA 5G C band compatibility evaluation process. **Failure to comply with this condition will void this determination of no hazard.**

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 M, Obstruction Marking and Lighting, a med-dual system-Chapters 4,8(M-Dual),&15.

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 Air Missions (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 05/14/2025 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 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, 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.

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 our office at (718) 553-2611, or angelique.eersteling@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2023-ASO-27750-OE.

Signature Control No: 599299133-604645660

Angelique Eersteling
Technician

(DNE)

Attachment(s)
Additional Information
Case Description
Frequency Data
Map(s)

cc: FCC

BASIS FOR DECISION

Part 77 authorizes the FAA to evaluate a structure or object's potential electromagnetic effects on air navigation, communication facilities, and other surveillance systems. It also authorizes study of impact on arrival, departure, and en route procedures for aircraft operating under visual or instrument flight rules, as well as the impact on airport traffic capacity at existing public use airports. Broadcast in the 3.7 to 3.98 GHz frequency (5G C band) currently causes errors in certain aircraft radio altimeters and the FAA has determined they cannot be relied upon to perform their intended function when experiencing interference from wireless broadband operations in the 5G C band. The FAA has adopted Airworthiness Directives for all transport and commuter category aircraft equipped with radio altimeters that prohibit certain operations when in the presence of 5G C band

This determination of no hazard is based upon those mitigations implemented by the FAA and operators of transport and commuter category aircraft, and helicopters operating in the vicinity of your proposed location. It is also based on telecommunication industry and FAA collaboration on acceptable power levels and other parameters as reflected in the FAA 5G C band evaluation process.

The FAA 5G C band compatibility evaluation is a data analytics system used by FAA to evaluate operational hazards related to aircraft design. The FAA 5G C band compatibility evaluation process refers to the process in which the telecommunication companies and the FAA have set parameters, such as power output, locations, frequencies, and tilt angles for antenna that mitigate the hazard to aviation. As the telecommunication companies and FAA refine the tools and methodology, the allowable frequencies and power levels may change in the FAA 5G C band compatibility evaluation process. Therefore, your proposal will not have a substantial adverse effect on the safe and efficient use of the navigable airspace by aircraft provided the equipment and emissions are in compliance with the parameters established through the FAA 5G C band compatibility evaluation process.

Any future changes that are not consistent with the parameters listed in the FAA 5G C band compatibility evaluation process will void this determination of no hazard.

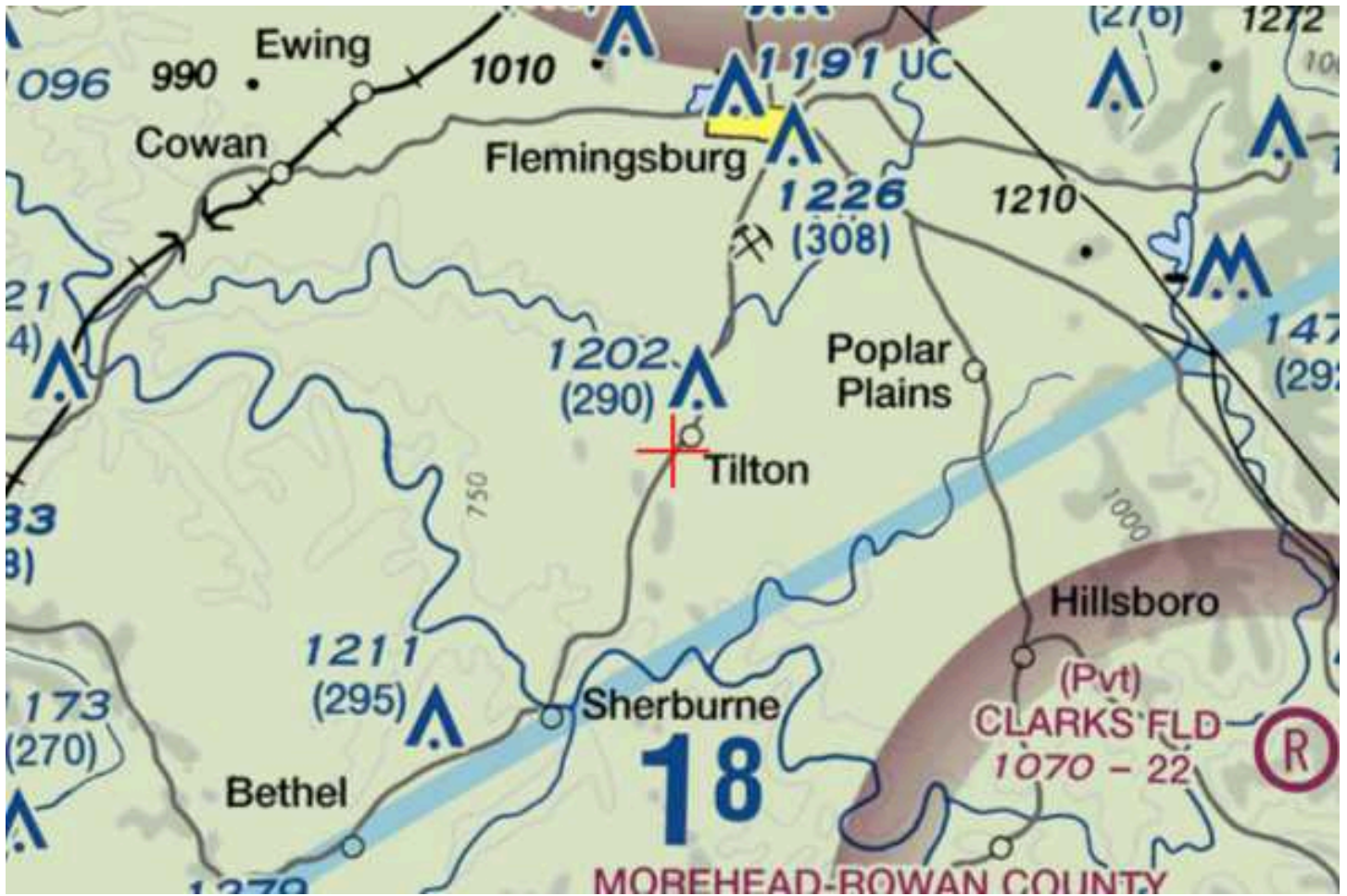
Case Description for ASN 2023-ASO-27750-OE

telecommunications tower for wireless and public safety entities

Frequency Data for ASN 2023-ASO-27750-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
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6	7	GHz	42	dBW
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10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
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896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
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2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W
3700	3980	MHz	1640	W





APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

JURISDICTION

602 KAR 50:030

Section 1. The commission has zoning jurisdiction over that airspace over and around the public use and military airports within the Commonwealth which lies above the imaginary surface that extends outward and upward at one (1) of the following slopes:

- (1) 100 to one (1) for a horizontal distance of 20,000 feet from the nearest point of the nearest runway of each public use airport and military airport with at least one (1) runway 3,200 feet or more in length; or
- (2) fifty (50) to one (1) for a horizontal distance of 10,000 feet from the nearest point of the nearest runway of each public use and military airport with its longest runway less than 3,200 feet in length.

Section 2. The commission has zoning jurisdiction over the use of land and structures within public use airports within the state.

Section 3. The commission has jurisdiction from the ground upward within the limits of the primary and approach surfaces of each public use airport and military airport as depicted on airport zoning maps approved by the Kentucky Airport Zoning Commission.

Section 4. The Commission has jurisdiction over the airspace of the Commonwealth that exceeds 200 feet in height above the ground.

Section 5. The owner or person who has control over a structure which penetrates or will penetrate the airspace over which the Commission has Jurisdiction shall apply for a permit from the Commission in accordance with 602 KAR 50:090.

INSTRUCTIONS

1. "Alteration" means to increase or decrease the height of a structure or change the obstruction marking and lighting.
2. "Applicant" means the person who will own or have control over the completed structure.
3. "Certification by Applicant" shall be made by the individual who will own or control the completed structure; or a partner in a partnership; or the president or authorized officer of a corporation company, or association; or the authorized official of a body politic; or the legally designated representative of a trustee, receiver, or assignee.
4. Prepare the application and forward to the Kentucky Dept. of Aviation, ATTN: Airport Zoning Commission, 90 Airport Drive, Frankfort KY 40601. For questions, telephone 502-782-4043.
5. The statutes applicable to the Kentucky Airport Commission are KRS 183.861 to 183.990 and the administrative regulations are 602 KAR Chapter 50.
6. When applicable, attach the following appendices to the application:

Appendix A. A 7.5 minute quadrangle topographical map prepared by the U.S. Geological Survey and the Kentucky Geological Survey with the exact location of the structure which is the subject of the application indicated thereon. (*The 7.5 minute quadrangle map may be obtained from the Kentucky Geological Survey, Department of Mines and Minerals, Lexington, KY 40506.*)

Appendix B. For structures on or very near to property of a public use airport, a copy of the airport layout drawing (ALP) with the exact location of the structure which is the subject of this application indicated thereon. (*The ALP may be obtained from the Chairperson of the local airport board or the Kentucky Airport Zoning Commission.*)

Appendix C. Copies of Federal Aviation Administration Applications (*FFA Form 7460-1*) or any orders issued by the manager, Air Traffic Division, FAA regional office.

Appendix D. If the applicant has indicated in item number 7 of the application that the structure will not be marked or lighted in accordance with the regulations of the Commission, the applicant shall attach a written request for a determination by the commission that the marking and lighting are not necessary. The applicant shall specifically state the reasons that the absence of marking and lighting will not impair the safety of air navigation.

Appendix E. The overall height in feet of the overhead transmission line or static wire above ground level or mean water level with span length 1,000 feet and over shall be depicted on a blueprint profile map.

PENALTIES

1. Persons failing to comply with the Airport Zoning Commission statutes and regulations are liable for a fine or imprisonment as set forth in KRS 183.990(3).
2. Applicants are cautioned: Noncompliance with Federal Aviation Administration Regulations may provide for further penalties.



KENTUCKY TRANSPORTATION CABINET

TC 55-2

Rev. 06/2020

Page 2 of 2

KENTUCKY AIRPORT ZONING COMMISSION

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

APPLICANT (name) Horvath Towers VI, LLC		PHONE 574-237-0464	FAX	KY AERONAUTICAL STUDY #	
ADDRESS (street) 2307 Edison Road, Suite 2		CITY South Bend		STATE IN	ZIP 46615
APPLICANT'S REPRESENTATIVE (name) Jennifer Sirovica		PHONE 574-237-0464	FAX	jsirovica@horvathcommunications.com	
ADDRESS (street) 2307 Edison Road, Suite 2		CITY South Bend		STATE IN	ZIP 46615
APPLICATION FOR <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Alteration <input type="checkbox"/> Existing			WORK SCHEDULE		
DURATION <input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Temporary (months days)			Start 3/1/2024 End 3/31/2024		
TYPE <input type="checkbox"/> Crane <input type="checkbox"/> Building <input checked="" type="checkbox"/> Antenna Tower <input type="checkbox"/> Power Line <input type="checkbox"/> Water Tank <input type="checkbox"/> Landfill <input type="checkbox"/> Other		MARKING/PAINTING/LIGHTING PREFERRED <input type="checkbox"/> Red Lights & Paint <input type="checkbox"/> White- medium intensity <input type="checkbox"/> White- high intensity <input checked="" type="checkbox"/> Dual- red & medium intensity white <input type="checkbox"/> Dual- red & high intensity white <input type="checkbox"/> Other			
LATITUDE 38°20'33.20"		LONGITUDE -83°46'10.46"		DATUM <input checked="" type="checkbox"/> NAD83 <input type="checkbox"/> NAD27 <input type="checkbox"/> Other	
NEAREST KENTUCKY City Flemingsburg County Fleming		NEAREST KENTUCKY PUBLIC USE OR MILITARY AIRPORT SYM - Morehead-Rowan County Clyde A. Thomas Regional			
SITE ELEVATION (AMSL, feet) 934.2		TOTAL STRUCTURE HEIGHT (AGL, feet) 270		CURRENT (FAA aeronautical study #) 2023-ASO-27750-OE	
OVERALL HEIGHT (site elevation plus total structure height, feet) 1204.2				PREVIOUS (FAA aeronautical study #)	
DISTANCE (from nearest Kentucky public use or Military airport to structure) 11.5 NM				PREVIOUS (KY aeronautical study #)	
DIRECTION (from nearest Kentucky public use or Military airport to structure) northwest					
DESCRIPTION OF LOCATION (Attach USGS 7.5 minute quadrangle map or an airport layout drawing with the precise site marked and any certified survey.) approximately 6196 Mt. Sterling Road, Flemingsburg, KY 41041					
DESCRIPTION OF PROPOSAL telecommunications tower for wireless and public safety entities					
FAA Form 7460-1 (Has the "Notice of Construction or Alteration" been filed with the Federal Aviation Administration?) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, when? 9/14/2023 (determined 11/14/2023)					
CERTIFICATION (I hereby certify that all the above entries, made by me, are true, complete, and correct to the best of my knowledge and belief.)					
PENALTIES (Persons failing to comply with KRS 183.861 to 183.990 and 602 KAR 050 are liable for fines and/or imprisonment as set forth in KRS 183.990(3). Noncompliance with FAA regulations may result in further penalties.)					
NAME Jennifer Sirovica	TITLE Project Manager	SIGNATURE 		DATE 11/20/2023	
COMMISSION ACTION		<input type="checkbox"/> Chairperson, KAZC <input type="checkbox"/> Administrator, KAZC			
<input type="checkbox"/> Approved	SIGNATURE			DATE	
<input type="checkbox"/> Disapproved					

FAA 1-A SURVEY CERTIFICATION

Applicant: Horvath Towers VI

Site Name: LV TILTON
Site Number: HV1611
Site Location: Mount Sterling Road, Flemingsburg, KY 41041

Survey Type: GPS Survey
Horizontal Datum: NAD83
Vertical Datum: NAVD88
Benchmark: DK3328 KYTI CORS ARP

Structure Type: Proposed Tower

CENTER OF PROPOSED TOWER

		Decimal Degrees	Degrees Minutes Seconds
Latitude:	NORTH:	38.342557°	38° 20' 33.20"
Longitude:	WEST:	83.769573°	83° 46' 10.46"

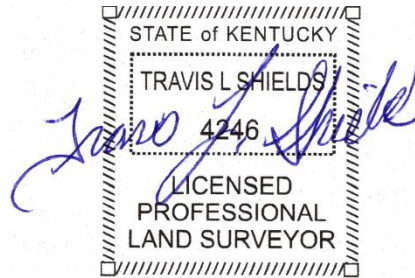
ELEVATIONS:

Ground Elevation at Center 934.2 Feet AMSL (NAVD88)

CERTIFICATION

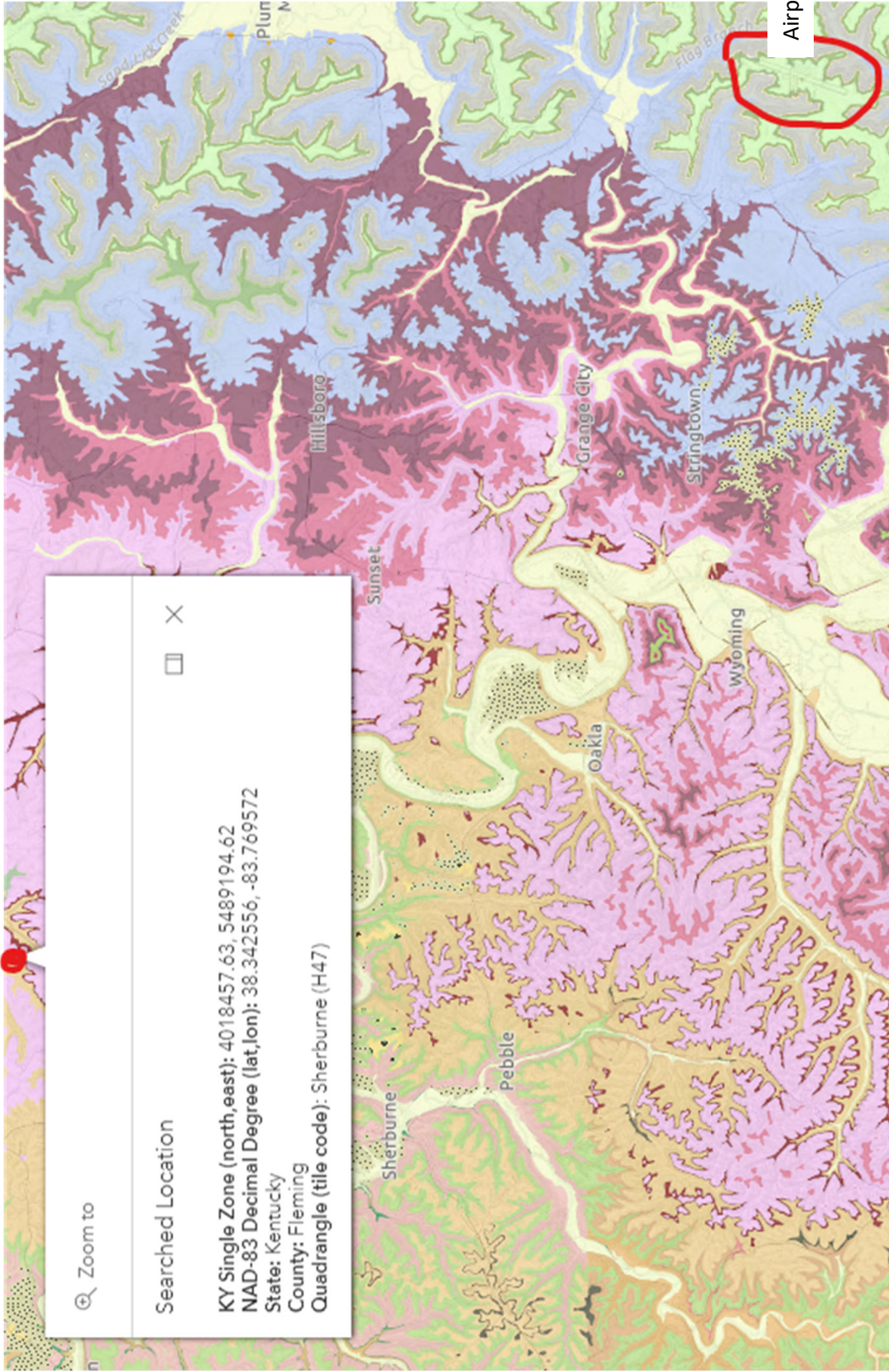
I certify that the coordinates specified above are accurate to within 20± feet horizontally and that the elevation(s) specified above are accurate to within 3± feet vertically. Horizontal Coordinates are in terms of the North American Datum of 1983 and are expressed as decimal degrees, to the nearest 10⁻⁶ degree (0.01 Seconds). Elevations are in terms of the North American Vertical Datum of 1988 (NAVD 88) and are determined to the nearest 0.1 foot. Horizontal Coordinates and Elevations established on site by means of a GPS survey.

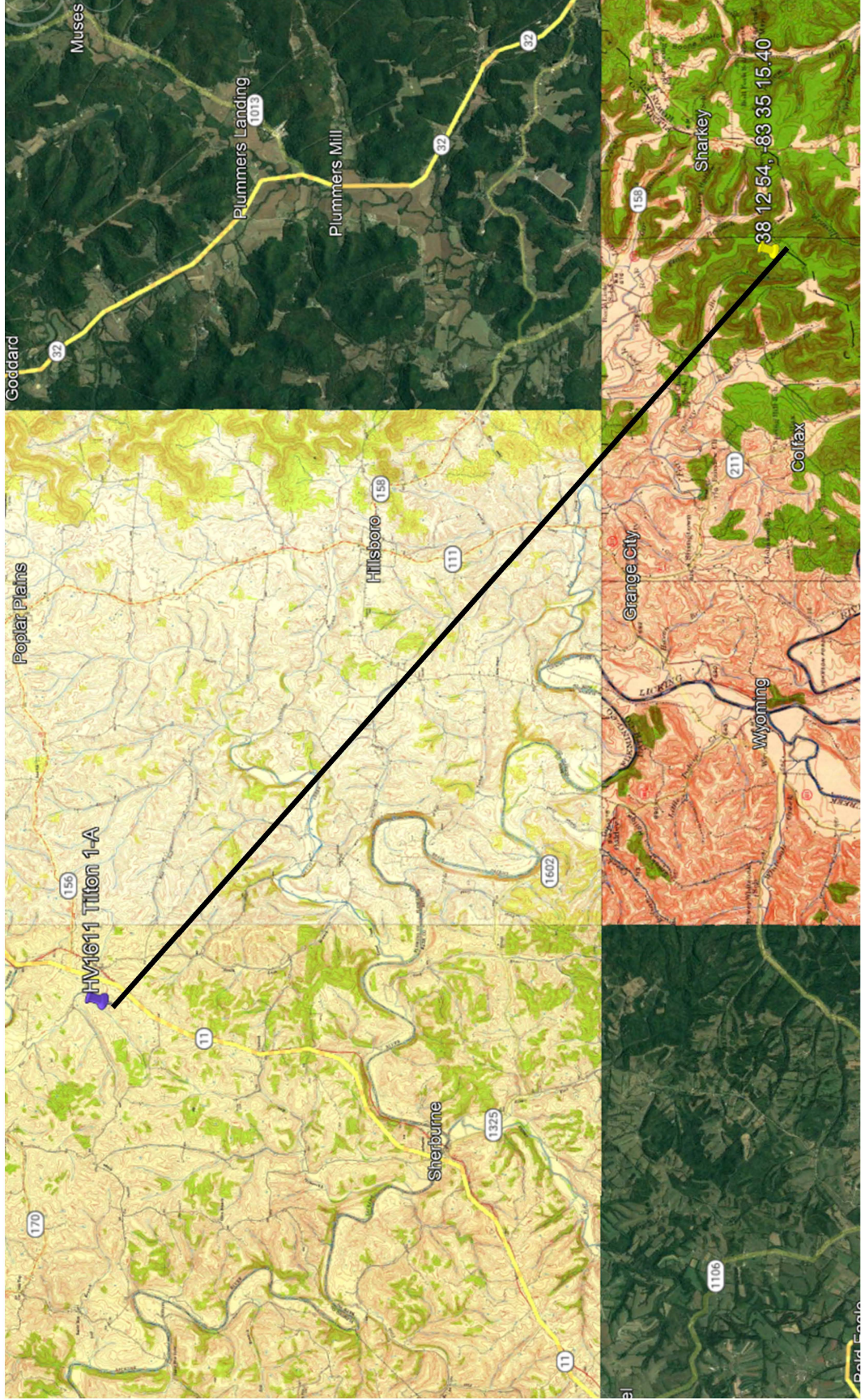
Travis L. Shields
Kentucky P.L.S. #4246
5449 Highway #41, Jasper, TN 37347
(423) 304-6722



Date: August 27, 2023

Site







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

Aeronautical Study No.
 2023-ASO-27750-OE

Issued Date: 11/14/2023

Jennifer Sirovica
 Horvath Towers VI, LLC
 2307 Edison Road
 Suite 2
 South Bend, IN 46615

**** 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 HV1611 / Tilton
 Location: Flemingsburg, KY
 Latitude: 38-20-33.20N NAD 83
 Longitude: 83-46-10.46W
 Heights: 934 feet site elevation (SE)
 270 feet above ground level (AGL)
 1204 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Emissions from this site must be in compliance with the parameters set by collaboration between the FAA and telecommunications companies and reflected in the FAA 5G C band compatibility evaluation process (such as power, frequencies, and tilt angle). Operational use of this frequency band is not objectionable provided the Wireless Providers (WP) obtain and adhere to the parameters established by the FAA 5G C band compatibility evaluation process. **Failure to comply with this condition will void this determination of no hazard.**

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 M, Obstruction Marking and Lighting, a med-dual system-Chapters 4,8(M-Dual),&15.

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 Air Missions (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

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See attachment for additional condition(s) or information.

This determination expires on 05/14/2025 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.
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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 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, 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.

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If we can be of further assistance, please contact our office at (718) 553-2611, or angelique.eersteling@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2023-ASO-27750-OE.

Signature Control No: 599299133-604645660

Angelique Eersteling
Technician

(DNE)

Attachment(s)
Additional Information
Case Description
Frequency Data
Map(s)

cc: FCC

BASIS FOR DECISION

Part 77 authorizes the FAA to evaluate a structure or object's potential electromagnetic effects on air navigation, communication facilities, and other surveillance systems. It also authorizes study of impact on arrival, departure, and en route procedures for aircraft operating under visual or instrument flight rules, as well as the impact on airport traffic capacity at existing public use airports. Broadcast in the 3.7 to 3.98 GHz frequency (5G C band) currently causes errors in certain aircraft radio altimeters and the FAA has determined they cannot be relied upon to perform their intended function when experiencing interference from wireless broadband operations in the 5G C band. The FAA has adopted Airworthiness Directives for all transport and commuter category aircraft equipped with radio altimeters that prohibit certain operations when in the presence of 5G C band

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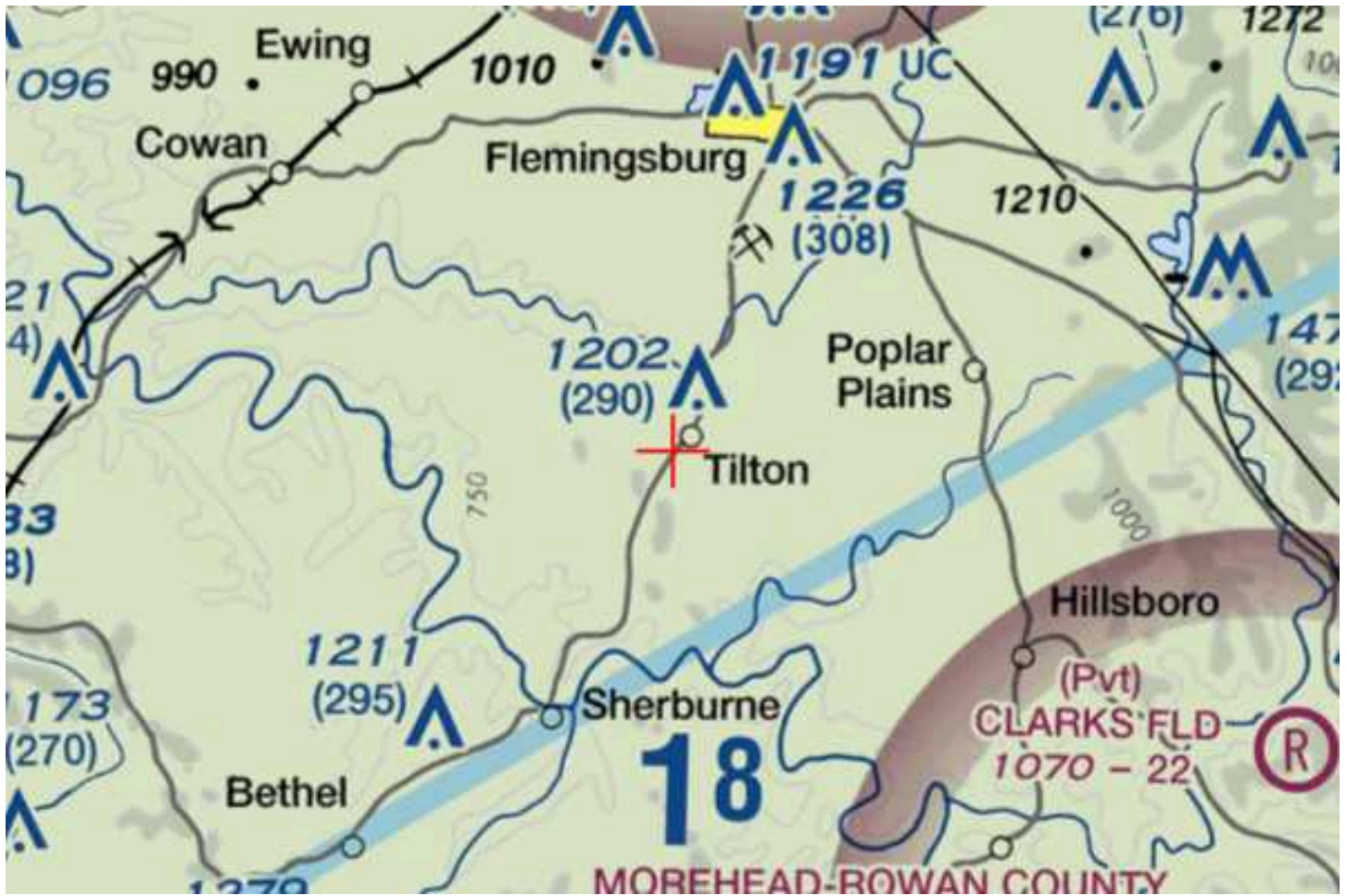
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telecommunications tower for wireless and public safety entities

Frequency Data for ASN 2023-ASO-27750-OE

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2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W
3700	3980	MHz	1640	W







KENTUCKY AIRPORT ZONING COMMISSION

ANDY BESHEAR
Governor

Department of Aviation, 90 Airport Road
Frankfort, KY 40601
www.transportation.ky.gov
502-564-0151

JIM GRAY
Secretary

APPROVAL OF APPLICATION

Thursday, February 8, 2024

Horvath Towers VI, LLC
2307 Edison Road, Suite 2
South Bend, IN 46615

AS-2024-002-SYM **Morehead-Rowan County Clyde A. Thomas Regional Airport**

APPLICANTS NAME: Horvath Towers VI, LLC

NEAREST CITY: Flemingsburg, KY

LATITUDE/LONGITUDE: 38°20'33.2" N, 83°46'10.46" W

HEIGHT (In Feet): 270' AGL /935' AMSL

CONSTRUCTION PROPOSED: Telecommunications Tower

NOTES: The tower location is approximately 11.5 nm NW of SYM and exceeds 200 ft AGL. It penetrates no protected air surfaces.

FAA DETERMINATION: 2023-ASO-27750-OE. No Hazard/No Impact to Navigation. Marking and Lighting required IAW AC 70/7460-1 M, med-dual system-Chapters 4,8(M-Dual),&15.

This letter is to notify you that the Kentucky Airport Zoning Commission approved your permit application for the construction of Structures at the Location, Coordinates, and Height as indicated above. Construction must comply with requirements, if any, listed in the FAA Determination.

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.

An email of this letter was also sent to your representative, Jennifer Sirovica, jsirovica@horvathcommunications.com. If you have any questions, please contact us.

Respectfully,

Anthony Adams

Airport Zoning Commission Administrator
KY Department of Aviation
502-564-0151 Office
AirportZoning@ky.gov

DIRECTIONS TO SITE

DIRECTIONS FROM FLEMING COUNTY COURTHOUSE 100 COURT SQ, FLEMINGSBURG, KY 41041: DEPART AND HEAD (SOUTHWEST)(118 FT), EXIT THE ROUNDABOUT AT THE 1ST EXIT, ONTO KY-57 / N MAIN CROSS ST (0.3 MI), TURN LEFT ONTO CLARK ST (0.1 MI), TURN RIGHT ONTO KY-11 / MT STERLING AVE (5.8 MI), ARRIVE AT KY-11 / MT STERLING RD ON THE RIGHT. THE LAST INTERSECTION BEFORE YOUR DESTINATION IS TILTON R. IF YOU REACH PLANCK RD, YOU'VE GONE TOO FAR.

TELECAD WIRELESS TEL: 423-843-9500

Site Name: HV1611 | Tilton
Site Address: +/- 6196 Mt. Sterling Road, Flemingsburg, Kentucky 41041 (Fleming County)

OPTION AND LAND LEASE AGREEMENT

This Option and Land Lease Agreement (“**Agreement**” or “**Lease**”) is made and entered into this 17th day of OCTOBER, 2023, by and between JAMES MATTHEW WATSON, married, having a mailing address of 6196 Mt. Sterling Road, Flemingsburg, Kentucky 41041 (“**Landlord**”), and HORVATH TOWERS VI, LLC, a Delaware limited liability company, having an address of 2307 Edison Road, Suite 2, South Bend, Indiana 46615 (“**Tenant**”).

I OPTION TO LEASE

1.1 Option, Commitment Deposit, and Option Term. Landlord owns certain real property described on *Exhibit A* attached hereto and made a part hereof (the “**Property**”).

Landlord grants to Tenant for a term of thirty-six (36) months (the “**Option Term**”) an option to lease (the “**Option**”) a portion of the Property measuring approximately 100’ x 100’ for a total of 10,000 square feet and located at +/- 6196 Mt. Sterling Road, Flemingsburg, Kentucky 41041 (38°20’30.25” / -83°46’12.82”) for the purpose of constructing and operating a communications facility (the “**Equipment**”) together with the unrestricted access, and the construction and maintenance of a route for such unrestricted access, for Tenant’s uses from the nearest public right-of-way along the Property to the Leased Premises as described on the attached *Exhibit B* (collectively, the “**Leased Premises**”).

1.2 Testing. Upon notification to Landlord, during the Option Term and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil, drainage testing, material sampling, 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 Leased Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the “**Government Approvals**”), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord’s title to the Property and the feasibility or suitability of the Property for Tenant’s Permitted Use, all at Tenant’s expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant’s inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage, or claims arising directly out of Tenant’s Tests. Upon completion of construction of the Equipment, Tenant no longer needs to notify Landlord of access to the Leased Premises.

1.3 Exercise of Option. During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Leased Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option, this Agreement will terminate and the parties will have no further liability to each other.

II TERM

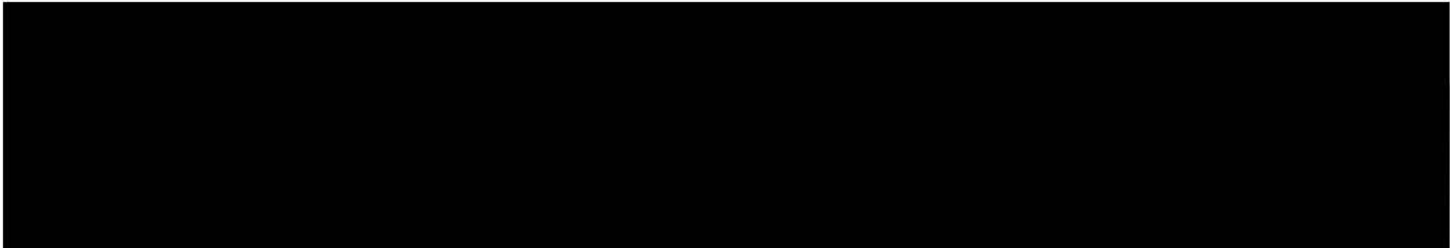
2.1 Initial Term and Commencement. The initial term of this Lease shall be ten (10) years (the “**Initial Term**”) commencing upon the date of written notification by Tenant to Landlord of Tenant’s exercise of the option, or the date Tenant commences construction, whichever occurs first (the “**Commencement Date**”), and terminating at midnight on the last day of the Initial Term. Tenant may terminate this Lease at any time it deems necessary.

2.2 Renewal Term. Tenant shall have the right to extend this Lease for eight (8) additional five (5) year terms (each a “**Renewal Term**”). This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies

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Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Leased Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

III RENT



IV RIGHTS AND OBLIGATIONS OF TENANT

4.1 Right of Access. Tenant shall, during the Term of this Agreement, have the right of ingress to and egress from the Leased Premises over an access road, as shown in *Exhibit B*, attached hereto and incorporated herein by reference, for the purpose of installing, operating, maintaining and/or removing the Equipment, however, such right is limited to authorized employees, subtenants, licensees, invitees, assignees, or agents of Tenant and/or other persons under Tenant's supervision. The parties agree that *Exhibit B* will be replaced by a final survey once said survey is complete. Landlord and Tenant shall cooperate with each other to determine a mutually acceptable access route.

4.2 Temporary Construction Easement. Landlord hereby grants to Tenant and to its respective agents, employees, contractors, materialmen, and laborers, a temporary easement for access and passage over, along, and across the Leased Premises as shall be reasonably necessary for the constructing party to construct or maintain improvements upon the Leased Premises and/or Landlord's surrounding property; provided, however, that such easement shall be in effect only during periods when actual construction or maintenance is being performed and provided further that the use of such easement shall not be exercised so as to unreasonably interfere with the use and operation of the Leased Premises or Landlord's surrounding property. Any constructing party availing itself of the temporary easement shall diligently complete such work as quickly as possible and shall promptly restore the Leased Premises and/or Landlord's surrounding property to its original condition immediately prior to the commencement of this Agreement, with the exception of (i) plants, trees, crops, or similar vegetation, removed from the Leased Premises and/or topographical changes to the Leased Premises in order to fulfill the transaction contemplated by this Agreement; and/or (ii) ordinary wear and tear.

4.3 Removal of Equipment. Upon expiration or termination of this Agreement, Tenant shall remove all of the Equipment installed on the Leased Premises without damage to Landlord's property, and shall restore the Leased Premises, as is reasonable, to its original condition immediately prior to the commencement of this Agreement, with the exception of (i) plants, trees, crops, or similar vegetation, removed from the Leased Premises and/or topographical changes to the Leased Premises in order to fulfill the transaction contemplated by this Agreement; and/or (ii) ordinary wear and tear. Title to all Equipment, whether or not such is considered real or personal property, and whether or not such is considered as being affixed to the property, shall be and remain vested in Tenant (or its subtenants and licensees, as applicable).

4.4 Utilities. During the Term of this Agreement, Tenant shall pay for its own separately metered utilities. Tenant shall, during the Term of this Agreement, have the right to order, construct and maintain utilities along the route shown in *Exhibit B*, attached hereto and incorporated herein by reference. Such utility location and installation method shall be mutually agreed upon by the utility companies and the Tenant. Landlord agrees to comply with each utility company to provide a separate easement for utilities if additional easements are necessary.

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4.5 Maintenance. Tenant shall be responsible for maintaining the Equipment. Tenant shall have no other maintenance responsibilities with respect to the Leased Premises other than those expressly set forth herein.

4.6 Taxes. Tenant shall be responsible for any taxes, including real estate and personal property taxes that may be incurred as a result of the installation or operation of the Equipment at the Leased Premises. Landlord shall promptly pay all real estate taxes and assessments against the Property when due and shall avoid any delinquencies with respect thereto. Tenant shall promptly pay Landlord only upon receipt of such invoice and all other reasonable documentation as requested of Landlord by Tenant to evidence such increase in taxable amounts resulting from the installation or operation of the Equipment at the Leased Premises. Landlord shall also pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Property, including, without limitation, judgments, liens, mortgage payments, and other similar encumbrances. If Landlord fails to make any payments required under this Lease, such as the payment of real estate taxes and assessments, or breaches any other obligation or covenant under this Lease, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord. The full amount of any costs so incurred by Tenant (including any attorneys' fees incurred in connection with Tenant performing such obligation) shall be paid by Landlord to Tenant with interest at the statutory rate thereon.

4.7 Subleases. Landlord hereby grants Tenant the right to sublease or license all or any part of the Leased Premises and any such subtenant or licensee shall have the right to use any and all easements granted hereunder pursuant to the terms hereof.

V

RIGHTS & OBLIGATIONS OF LANDLORD

5.1 Interference. Landlord shall not interfere with the installation or cause any interference with the operation of the Equipment or with Tenant's (or its subtenant's or licensee's) use of the Leased Premises as contemplated herein.

VI

INDEMNIFICATION

6.1 Indemnification by Tenant. Tenant shall indemnify and hold harmless Landlord from any claim which may arise against Landlord by any reason or occurrence attributable to (i) the installation, operation or maintenance of the Equipment on the Leased Premises; (ii) is due to Tenant's failure to perform any material obligation hereunder; or (iii) is due to any misrepresentation or breach of warranty by Tenant hereunder. Tenant shall not be liable for and shall have no obligation to indemnify or defend Landlord or any third-party and will not hold Landlord or any third-party harmless from any claims or damages that may have arisen or may arise due to a pre-existing condition or defect, including, but not limited to, any claims arising out of contamination by, or storage of, any hazardous substance(s).

6.2 Indemnification by Landlord. Landlord shall indemnify and hold harmless Tenant from any claim which may arise against Tenant by any reason or occurrence attributable to (i) Landlord's use or occupation of the Leased Premises; (ii) Landlord's failure to perform any material obligation hereunder; (iii) any misrepresentation or breach of warranty by Landlord hereunder or (iv) all pre-existing conditions or defects in the Leased Premises and Property, including, but not limited to, any claims arising out of contamination by, or storage of, any regulated and/or hazardous substances(s).

6.3 Environmental Indemnification by Landlord. Landlord shall indemnify and hold Tenant harmless from any claims, costs, and/or liabilities that may arise, including, but not limited to, claims of personal injury, death, pollution, contamination, and property damage, incurred as a result of the negligent or intentional storage, dumping, leaking, or use of any regulated and/or hazardous substances, as that term is defined by applicable federal and state law, by Landlord, its employees, agents, servants, invitees, visitors or any other person under Landlord's control or supervision, whether or not Tenant is adjudged to have been comparatively negligent. Landlord shall indemnify Tenant for any and all costs incurred as a result of having to answer and defend any claims set forth above, including without limitation reasonable attorney's

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fees and court costs. Landlord agrees to immediately notify Tenant of any known regulated and/or hazardous waste conditions, including, without limitation, complaints or reports that may be or have been filed against Landlord or the property or served upon Landlord, its agents, servants, employees, or other representative.

VII **ASSIGNMENT**

7.1 Tenant May Assign At Any Time. This Agreement may, at any time, be assigned by the Tenant. Tenant shall provide written notice to Landlord by overnight courier service or certified mail, return receipt requested, within a reasonable amount of time after assignment. Upon reasonable request by Tenant, Landlord shall execute an Estoppel Certificate, Acknowledgment of Rights, or similar document, as set forth in Article VIII, Section 8.2 hereof, in connection with such assignment.

7.2 Assignment by Landlord. This Lease may, at any time, be assigned by the Landlord, who shall provide written notice to Tenant by overnight courier services or certified mail of such assignment to Tenant within a reasonable amount of time. The assignee shall be bound by the terms of this Agreement and shall not modify the Leased Premises or the associated utility and access easements in any way which would adversely affect Tenant's use of the Leased Premises.

7.3 Effect of Assignment. All of the covenants, provisions, terms, agreements, and conditions of this Agreement shall be construed as running with the land and shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Upon written notification to Landlord of any assignment of this lease by Tenant (together with a copy of such assignee's written assumption of Tenant's obligations hereunder), Landlord shall look solely to such assignee for the satisfaction of Tenant's obligations hereunder, and Tenant shall be released from any further obligations under this lease. As used herein, the term "Tenant" means the holder, from time to time, of the leasehold estate under this Agreement and the term "Landlord" means the holder, from time to time, of the reversionary estate under this Agreement.

VIII **RIGHTS OF TENANT TO MORTGAGE**

8.1 Right of Tenant to Mortgage Leasehold Interest. Landlord acknowledges that Tenant has the right, without the necessity of obtaining Landlord's consent, at any time to: (i) encumber its leasehold estate by mortgage or other encumbrance or lien; and (ii) grant security interests in or place liens upon any and all improvements, including, but not limited to, the Equipment (whether or not such is considered real or personal property).

8.2 Estoppel Certificates, Landlord's Acknowledgment of Rights, and other Similar Documents. Landlord agrees that it will from time to time, within ten (10) days after request by Tenant, execute and deliver an Estoppel Certificate, Landlord's Acknowledgment of Rights, or other similar statement, in a form that is reasonably acceptable to both Landlord and Tenant and which is recordable in the Land Records of the jurisdiction in which the Leased Premises are located certifying that (i) this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified); (ii) stating the dates to which rent and other charges payable hereunder have been paid; (iii) stating that Tenant is not in default hereunder (or if Landlord alleges a default stating the nature of such alleged default); and (iv) acknowledging the rights of Tenant and Tenant's mortgagee as set forth in Section 8.1 above, and further stating such other matters as Tenant or Tenant's mortgagee shall reasonably require.

8.3 Waiver of Lien Rights by Landlord. Landlord waives any lien rights it may have concerning the Equipment, whether or not such are deemed Tenant's personal property or fixtures. Landlord acknowledges that Tenant may enter into financing arrangements which, among other things, may provide that the Equipment shall serve as collateral. In connection therewith, Landlord disclaims any interest in the Equipment, whether fixtures or otherwise, and agrees that the Equipment shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due and that the Equipment may be removed at any time without recourse to legal proceedings.

IX **COVENANTS & WARRANTIES**

9.1 Quiet Enjoyment. Landlord covenants that Tenant, upon performance of the terms set forth herein, shall peaceably and quietly hold and enjoy the Leased Premises during the Term of this Agreement without hindrance or interruption by Landlord or any other person, including other tenants or subtenants of Landlord. Landlord acknowledges (i) that any interference with the Equipment caused by Landlord may cause irreparable harm to Tenant and would constitute a breach of the covenant of quiet enjoyment set forth herein, (ii) that the cessation of such interference is material to the Agreement; and therefore (iii) that Tenant shall have upon any such interference, the right to enjoin any such interference or to terminate this Agreement.

9.2 Landlord Owns Leased Premises in Fee Simple. Landlord represents and warrants that Landlord owns the Leased Premises in fee simple and has full power and authority to lease the Leased Premises as well as to grant all easements and rights of way contemplated hereunder without the consent of any other party. Landlord further represents and warrants that the Leased Premises are free and clear of any encumbrances, other than liens of record such as mortgages or others as specifically set forth herein. In the event that it is determined that Landlord has breached its representation and warranty under this section and Tenant is unable to use the Leased Premises for the purposes contemplated herein and/or to utilize the easements granted herein for the stated purposes, Tenant shall have a right to terminate this Agreement without further obligation to Landlord and seek all other damages available to it at law and in equity, which shall include, without limitation, the right to receive damages in an amount equal to all direct and indirect costs incurred by Tenant as a result of such breach. Landlord agrees to assist Tenant in curing any defects in title.

9.3 Environmental. To best of Landlord's knowledge, Landlord represents and warrants that there are no existing regulated and/or hazardous waste conditions on the Leased Premises and that no regulated and/or hazardous substances were or are being stored on said Leased Premises or within the associated easement areas. Landlord shall indemnify and hold Tenant harmless for any claims and/or damages arising from Landlord's breach of this representation and warranty.

X **INSURANCE**

10.1 Insurance for Option Term and Initial Term. Tenant shall carry, during the Option Term and the Initial Term of this Agreement, the following insurance, with customary coverages and exclusions:

Bodily Injury:

Five Hundred Thousand Dollars (\$500,000) for injury to any person, and
One Million Dollars (\$1,000,000) for all injuries sustained by more than one person in any one occurrence.

Property Damage:

One Million Dollars (\$1,000,000) per damage as the result of any one accident.

10.2 Insurance for Renewal Terms. Tenant will increase amount of insurance coverage during the Renewal Terms to reflect current economic conditions and to comply with industry standards for maintaining adequate coverage. Tenant shall, upon Landlord's request, furnish to Landlord Certificates of Insurance certifying that Tenant has the above-described insurance and naming Landlord as an additional insured on Tenant's policy as it relates to the Leased Premises.

XI **DEFAULT**

11.1 Default by Landlord. If Landlord defaults in the performance or observance of any provision of this Agreement on its part to be performed and does not commence to cure such default within forty-five (45) days after written notice thereof or does not thereafter diligently complete the cure, if such default is capable of cure, or make, in good faith, progress toward such cure, then, in addition to any other remedies provided in this Lease, Tenant shall have

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the option to terminate this Agreement upon thirty (30) days' written notice, in accordance with Article XII, without further obligation or liability. Tenant reserves the right to withhold Rent as remedy for material breaches of this Agreement, including, but not limited to: (i) refusal to execute any documents specified in Article VII, Article VIII, and Article XIII, (ii) failure to pay property taxes; (iii) failure to provide Tenant with access to the Property.

11.2 Default by Tenant. If Tenant defaults in the performance or observance of any provision of this Agreement on its part to be performed and does not commence to cure such default within forty-five (45) days after written notice thereof or does not thereafter diligently complete the cure, if such default is capable of cure, or make, in good faith, progress toward such cure, then, in addition to any other remedies provided in this Lease, Landlord shall have the option to terminate this Agreement upon thirty (30) days' written notice, in accordance with Article XII, without further obligation or liability, subject, however, to the cure rights of any leasehold mortgage as set forth herein.

11.3 Termination by Landlord. The termination by Landlord of this Agreement as aforesaid shall be Landlord's sole and exclusive remedy for any default by Tenant hereunder and Landlord shall not be entitled to any money judgment against Tenant (or any decree for specific performance that would require the payment or expenditure of money by Tenant to or on behalf of Landlord) in connection with this Agreement or on account of a default in any covenant of this Agreement on Tenant's part to be performed or observed. Upon termination of this Agreement as aforesaid, Tenant shall, within forty-five (45) days of such termination, or soon thereafter as weather permits, remove all Equipment from the Leased Premises pursuant to the terms of Article IV, Section 4.3.

XII NOTICE

12.1 Notice to Parties. It is understood and agreed between the parties hereto that written notice delivered by overnight commercial courier service or by certified mail, return receipt requested, postage prepaid, to a party's offices as specified herein, shall constitute notice to that party sufficient to comply with the terms of this Agreement. Addresses are as follows:

To Landlord:	James Matthew Watson 6196 Mt. Sterling Road Flemingsburg, KY 41041 Telephone: (606) 748-0021 Email: melindawatson8660@gmail.com
Landlord's Payee:	James Matthew and Melinda Faye Watson 6196 Mt. Sterling Road Flemingsburg, KY 41041
To Tenant:	HORVATH TOWERS VI, LLC 2307 Edison Road, Suite 2 South Bend, IN 46615 Office: (574) 237-0464 ATTN: Lease Administration Email: ehorvath@horvathcommunications.com CC: hmorley@horvathcommunications.com

XIII **GENERAL PROVISIONS**

13.1 Contingencies.

13.1.2 Permits, Approvals, Utilities, Rights of Way. This Agreement is contingent upon Tenant's obtaining and maintaining any permits, licenses, or approvals required by any applicable federal, state, or local authority, including, without limitations, the Federal Communications Commission, the Federal Aviation Authority, and any local zoning authority, as well as obtaining all necessary utilities and any and all easements and rights of way necessary to access the Leased Premises.

13.1.3 Technical Analysis and Environmental Studies. This Agreement is further contingent upon (i) the satisfactory completion of technical analyses which will be performed to verify that acceptable microwave communication is possible from the tower to be constructed on the Leased Premises to other communications facilities operated, or planned, by Tenant in the surrounding area and/or (ii) a satisfactory environmental/geological report indicating that the Leased Premises are suitable and/or economically viable for Tenant's intended use. Such analyses shall be completed within the applicable Option Term of this Agreement.

13.2 Non-Disturbance. The Landlord shall obtain for the benefit of the Tenant and its subtenants a commercially reasonable Non-Disturbance and Attornment Agreement (a "**Non-Disturbance Agreement**") from each holder of a mortgage, deed of trust, deed to secure debt or other similar instrument now or hereafter encumbering the Leased Premises (a "**Mortgage**"), confirming that the Tenant's right to quiet possession of the Leased Premises during the term of this Agreement, including any extensions hereof, shall not be disturbed as long as the Tenant is not in default hereunder. No such subordination shall be effective unless the holder of such Mortgage shall, either in the Mortgage itself or in a separate agreement with the Tenant and its subtenants, agree that in the event of a foreclosure or conveyance in lieu of foreclosure of the Landlord's interest in the Leased Premises, such holder shall recognize and confirm the validity and existence of this Lease and the related rights of the Tenant and its subtenants hereunder, and this Agreement shall continue in full force and effect and the Tenant shall have the right to continue its use and occupancy of the Leased Premises in accordance with the provisions of this Agreement as long as the Tenant is not in default of this Agreement beyond applicable notice and cure periods. The Landlord shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph and shall use its best efforts to cause the holder of any Mortgage to do the same.

13.3 Landlord's Assistance with Various Applications and Permits. Landlord shall join in and consent to any applications or petitions filed by Tenant with any governmental, public, or judicial agency in connection with the use, development, or occupancy of the Leased Premises and which may require the joinder and consent of Landlord, including, but not limited to, building permits, applications for reclassifications, special exceptions and variances under the zoning laws, demolition of improvements, construction or alteration of improvements, erection and maintenance of signs, connections to utility facilities, public works agreements, subdivision applications, and licenses or minor privileges; but Tenant shall bear all costs and fees with respect to such applications. All costs associated with the above instruments are the sole responsibility of the Tenant.

13.4 Recordation and Memorandum of Agreement. Simultaneously with the execution of this Agreement, Landlord shall execute a Memorandum of Option, a form of which is attached and incorporated herein as *Exhibit C*, and a Memorandum of Lease, a form of which is attached and incorporated herein as *Exhibit D*, both in recordable form for recording among the appropriate Office of Land Records. Such memoranda shall contain a description of the Leased Premises and its associated access, utility, and guy anchor easements and set forth the term of this Agreement and any other provisions hereof as may be necessary or desirable. Tenant shall pay for all document recording fees.

13.5 First Right of Refusal. In the event Landlord shall receive a bonafide offer from a third party to purchase or if Landlord intends to communicate to a third party an offer to sell, (a) all or any portion of the Leased Premises, (b) any adjoining or adjacent property subject to an easement hereunder or (c) this Agreement or any rights hereunder (in

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each case, the “**Sale Assets**”), Landlord shall first communicate the terms of such offer to Tenant by written notice in accordance with Article XII herein, and provide a copy of the bonafide offer to Tenant and offer to sell such property to Tenant upon the same terms and conditions, including any financing terms. Tenant shall have thirty (30) days from receipt of said written notice from Landlord to accept said offer in writing. If Tenant accepts Landlord's offer within thirty (30) days, Landlord shall be bound to sell the Sale Assets to Tenant, and Tenant shall be bound to purchase the Sale Assets from Landlord, in accordance with the bonafide offer. If Tenant purchases the Sale Assets pursuant to this paragraph, any easements granted from Landlord to Tenant for the benefit of the Leased Premises shall become permanent easements without further consideration. If Tenant fails to exercise such right of first refusal within the stated time, Landlord may sell the Sale Assets subject to any and all terms and conditions of this Lease; provided, however, that if the terms of sale change and if Landlord has not sold or transferred title to such property within ninety (90) days of the date of Landlord's written notice to Tenant, any such sale and transfer of title shall again be subject to Tenant's said right of first refusal. Tenant's right of first refusal shall continue in effect as to any subsequent proposed sale by the current landlord or by any transferee.

13.6 Non-Competition. During the Term and for the two (2) year period commencing on the effective date of termination of this Lease, Landlord will not (i) enter into a lease with a Competitor of Tenant of property owned or controlled by Landlord within a two (2) square mile radius of the Leased Premises, for the purpose of constructing and operating a communications facility; or (ii) sell to a Competitor of Tenant or to any third-party property owned or controlled by Landlord within a two (2) square mile radius of the Leased Premises for the purpose of constructing and operating a communications facility. For purposes of this Lease, the term “**Competitor**” means any person or entity engaged in the business of (i) building wireless communication facilities for the purpose of broadcasting and/or receiving wireless transmissions licensed by the Federal Communications Commission of the United States (the “**FCC**”), or (ii) subletting wireless communication facilities to any third-party for the purpose of broadcasting/receiving wireless transmissions licensed by the FCC. The parties agree that the terms of this Agreement, generally, and in particular this Article XIII, Section 13.6, are reasonable and should be valid and enforceable in order to protect the legitimate business interest of Tenant. Landlord acknowledges and agrees that any violation of Article XIII, Section 13.6 hereof would cause Tenant irreparable damage and that Tenant’s remedy at law for any breach of Landlord’s obligations under this Agreement would be inadequate. Landlord specifically agrees that if it violates or threatens to violate such restrictions, Tenant shall be entitled to injunctive relief against Landlord, without the necessity of proof of actual damage or the posting of a bond, in addition to any other remedies available under this Agreement at law or in equity.

13.7 Invalidity of Certain Provisions. In the event that any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected, and a suitable and equitable provision shall be substituted for the invalid or unenforceable provision in order to carry out, as far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision.

13.8 No Partnership. Notwithstanding any obligation from one party to the other herein, the parties hereto state that they have not created and do not intend to create by this Agreement a Joint Venture or Partnership relation between them.

13.9 Entire Understanding. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all other oral or written agreements or understandings between, the parties. Neither party has made nor relied on any promise, understanding, warranty, or representation other than as specifically set forth herein. This Agreement may not be changed, modified, or amended except by a written instrument signed by both parties hereto. Both parties have had the opportunity to review this Agreement prior to execution, and in its final form, the Agreement reflects the understanding of both parties and shall not be construed against any one party.

13.10 Condemnation. If a condemning authority takes all of the Property, or a portion sufficient in Tenant's determination, to render the Property unsuitable for the use which Tenant was then making of the Property, this Lease shall terminate as of the date the title vests in the condemning authority. Landlord and Tenant shall share in the condemnation proceeds in proportion to the values of their respective interests in the Property which for Tenant shall

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Site Address: +/- 6196 Mt. Sterling Road, Flemingsburg, Kentucky 41041 (Fleming County)

include, where applicable, prepaid Rent. A sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph.

13.11 Choice of Law. The validity of this Agreement, the terms of this Agreement, and all duties, obligations, and rights arising from this Agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana.

13.12 Jurisdiction. The parties agree to be subject to personal jurisdiction in Indiana with respect to any legal action concerning the validity or enforcement of this Agreement, and further agree that such legal action may be brought only in the United States District Court for the Northern District of Indiana, South Bend Division, or in a state court in St. Joseph County, Indiana. If such legal action is initiated in any other court, then Tenant and Landlord will voluntarily agree to have such action transferred to or re-filed in the United States District Court for the Northern District of Indiana, South Bend Division, or in a state court in St. Joseph County, Indiana.

13.13 Enforcement. If Tenant finds it necessary or appropriate to initiate legal proceedings to enforce its rights under this Agreement, and if Tenant is the prevailing party in such proceedings, Landlord agrees to reimburse Tenant for all expenses thereby incurred, including court costs, reasonable attorney and expert witness fees, and other litigation expenses.

13.14 Confidentiality. Notwithstanding anything to the contrary contained in this Lease, Landlord agrees and acknowledges that all of the terms of this Lease and any information furnished to Landlord by Tenant in connection therewith are confidential. Landlord shall not disclose any such terms or information without Tenant's prior written consent, except (i) to Landlord's attorney, accountant, lender and/or a prospective fee simple purchaser of Landlord's Property, provided that such party agrees to adhere to the terms and provisions of this section, or (ii) as otherwise required by law. The terms and provisions of this section shall survive the execution and delivery of this Lease.

[SIGNATURES ON FOLLOWING PAGE]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Site Name: HV1611 | Tilton
Site Address: +/- 6196 Mt. Sterling Road, Flemingsburg, Kentucky 41041 (Fleming County)

IN WITNESS WHEREOF, this Agreement is hereby executed as of the first date written above.

LANDLORD:

JAMES MATTHEW WATSON

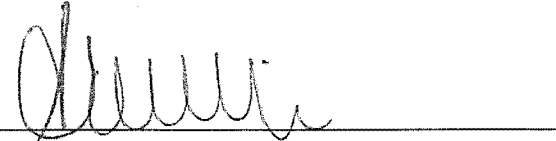
Signed:  _____

Print Name: James Matthew Watson

Date: 10-5-23

TENANT:

HORVATH TOWERS VI, LLC,
a Delaware limited liability company

Signed:  _____

Print Name: Erin Moskwinski

Title: Vice President

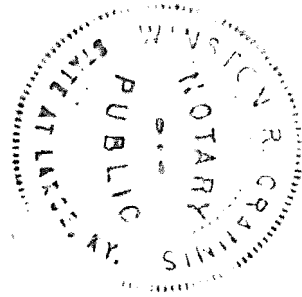
Date: 10.17.2023

Site Name: HV1611 | Tilton
Site Address: +/- 6196 Mt. Sterling Road, Flemingsburg, Kentucky 41041 (Fleming County)

LANDLORD ACKNOWLEDGMENT

STATE OF KY)
) SS:
COUNTY OF Fleming)

On the 5 day of Oct, 20 23, before me personally appeared JAMES MATTHEW WATSON, who being duly sworn upon his/her oath, deposed and made proof to my satisfaction and acknowledged that he/she signed and delivered the same as his/her voluntary act and deed.



W. R. Gamm
Notary Public

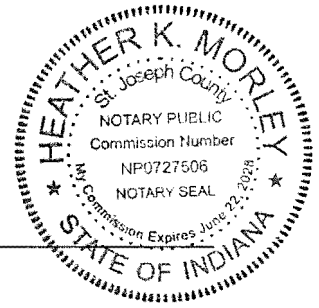
My Commission Expires: 8-5-26

TENANT ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ST. JOSEPH)

I CERTIFY that on 17th day of OCTOBER, 20 23, ERIN MOSKWINSKI personally came before me and acknowledged under oath that she:

- (a) is the Vice President of HORVATH TOWERS VI, LLC, the limited liability company named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the company, and
- (c) executed the instrument as the act of the company.



Heather K. Morley
Notary Public

My Commission Expires: 06/22/2028

Site Name: HV1611 | Tilton
Site Address: +/- 6196 Mt. Sterling Road, Flemingsburg, Kentucky 41041 (Fleming County)

Exhibit A
TO OPTION AND LAND LEASE AGREEMENT
Description of Property

PARCEL NO.: 033-00-00-022.01

PROPERTY ADDRESS: +/- 6196 Mt. Sterling Road, Flemingsburg, Kentucky 41041 (Fleming County)

PARENT PARCEL:

A certain parcel or tract of land situated South of Pecks Ridge Road and East of Plank Road on the West side of KY HWY 11, near Tilton, in Fleming County, Kentucky and being more particularly described as follows:

Beginning at a ½" iron pin and cap found (PLS 3919) at the West right of way of Ky HWY 11, Commonwealth of Kentucky DB 207 PG 418 Parcel 32 Tract A, corner to Roger C. & Cheryl Watson DB 244 PG 181, 2.792 acre tract and Martha W. Asher DB 181 PG 333; thence along the West right of way of KY Hwy 11 S 20°16'28" W a distance of 145.30' to a concrete right of way marker found 39 meters left of centerline station 504+420.000; thence continuing along the West right of way of KY HWY 11 S 15°52'34" W a distance of 207.21' to an iron pin and cap found being 33.179 meters left of centerline station 504+353.311 and corner to Watson 2.792 acres and Roger C. Watson DB 181 PG 330; thence S 21°04'59" W a distance of 166.80' to a concrete right of way marker found 28 meters left of centerline station 504+300.00; thence S 36°21'33" W a distance of 217.63' to an iron pin and cap set, new corner to Watson Tracts 1 & 2; thence along the line of Tract 1 N 52°00'34" W a distance of 305.22' to an iron pin and cap set; thence continuing along the line of Tract 1 S 37°00'54" W a distance of 84.75' to an iron pin and cap set; thence N 51°51'15" W a distance of 27.79' to an iron pin and cap set; thence S 35°59'39" W a distance of 44.94' to an iron pin and cap set; thence S 54°16'42" E a distance of 28.34' to an iron pin and cap set; thence S 38°33'30" W a distance of 9.62' to an iron pin and cap set; thence S 51°46'16" E a distance of 191.49' to a fence post; thence S 50°18'50" E a distance of 143.35' to a concrete right of way marker found 22 meters left of centerline station 504+185.00, corner to Tracts 1 & 2; thence along the West right of way of said road S 31°02'46" W a distance of 85.77' to a point 18 meters left of centerline station 504+159.00; thence S 42°11'01" W a distance of 85.36' to a concrete right of way marker found 19 meters left of centerline station 504+133.00; thence S 74°40'34" W a distance of 51.87' to a concrete right of way marker found 28 meters left of centerline station 504+120.00; thence S 44°44'41" W a distance of 303.47' to an iron pin and cap set, corner to Tracts 2 & 3; thence along the line of Tract 3 N 56°32'13" W a distance of 948.71' to an iron pin and cap set; thence continuing along Tract 3 S 30°39'26" W a distance of 486.22' to an iron pin and cap set; thence N 69°44'22" W a distance of 423.12' to a fence post; thence N 62°42'49" W a distance of 228.07' to an iron pin and cap set; thence S 11°00'18" W a distance of 38.81' to an iron pin and cap set; thence N 70°10'56" W a distance of 131.11' to an iron pin and cap set; thence N 00°02'21" E a distance of 229.20' to an iron pin and cap set; thence N 72°26'23" W a distance of 110.10' to an iron pin and cap set South of the branch; thence crossing the branch N 33°06'10" W a distance of 44.59' to an iron pin and cap set; thence N 27°37'27" W a distance of 190.34' to an iron pin and cap set; thence N 34°35'44" E a distance of 151.56' to an iron pin and cap set; thence N 25°23'51" W a distance of 185.60' to an iron pin and cap set; thence N54°25'30" W a distance of 461.94' to an iron pin and cap set; thence S 65°21'39" W a distance of 150.85' to an iron pin and cap set; thence S 65°21'42" W a distance of 995.00' to an iron pin and cap set; thence S 65°21'42" W a distance of 5.00' to a 40" Elm (Blazed) in the line of James D. & Debora L. Cutter DB 168 PG 433, corner to Tracts 2 & 3; thence along the line of Cutter N 06°16'28" W a distance of 299.03' to a large stone found (witnessed by an iron pin and cap set being N 67°58'52" E 5.00'), corner to Tract 2 and Cutter; thence continuing along the line of Cutter N 67°58'52" E (passing said witness iron pin and cap set at 5.00') a total distance of 462.00' to an iron pin and cap set; thence N 54°58'51" E a distance of 848.76' to a fallen 28" walnut found (witnessed by an iron pin and cap set being N 52°32'27" E 2.00'), corner to Cutter and William D. & Mary Ann Plank DB 139 PG 449; thence along the line of Plank N 52°32'27" E (passing said iron pin and cap set at 2.00') a total distance of 752.29' to an iron pin and cap set at (2) two stones and old fence post corner found; thence continuing along the line of Plank S 45°35'27" E a distance of 776.02' to an iron pin and cap set; thence S 49°59'00" E a distance of 81.56' to an iron pin and cap set; thence S 57°01'16" E a distance of 296.12'; thence S 56°05'04" E a distance of 200.00'; thence S 61°59'04" E a distance of 203.65' to an iron pin and cap set; thence N 52°30'37" E a distance of 121.55' to an iron pin and cap set; thence S 76°22'59" E a distance of 790.78' to a fence post found (witnessed by an iron pin and cap found - PLS 3919 being S 03°59'23" E 10.00'), corner to Watson 2.792 acre tract DB 244 PG 181; thence S 76°43'16" E a distance of 371.95' to the point of beginning containing 92.249 acres according to the survey by Travis A. McGlone PLS 3919 of Travis McGlone Surveying, LLC 10/29/2011. Bearings coordinated to the 2.792 acre lot of Watson surveyed on 4/28/2011, DB 244 PG 181.

All iron pin and caps set were ½" x 18" rebar with an orange or yellow plastic cap stamped "T. McGlone PLS 3919".

Parcel ID#: 033-00-00-022.01

Site Name: HV1611 | Tilton
Site Address: +/- 6196 Mt. Sterling Road, Flemingsburg, Kentucky 41041 (Fleming County)

LESSEE'S PREMISES

All that tract or parcel of land lying and being in Fleming County, Kentucky, and being a portion of the property of James Matthew Watson, of record in Deed Book 251, Page 335, Fleming County Clerk's Office, and being more particularly described as follows:

COMMENCE at a Concrete Monument found on the Northwestern Right-of-Way of Mount Sterling Road, also known as Kentucky Highway 11;
Thence along a Chord Tie Line having a Bearing of N 75°14'09" W, a distance of 1,107.47 feet to the POINT OF BEGINNING;

Thence S 30°48'06" W, a distance of 100.00 feet;
Thence N 59°11'54" W, a distance of 100.00 feet;
Thence N 30°48'06" E, a distance of 100.00 feet;
Thence S 59°11'54" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Said tract contains 0.23 Acres (10,000 Square Feet), more or less.

LESSEE'S 30' ACCESS & UTILITY EASEMENT

All that tract or parcel of land lying and being in Fleming County, Kentucky, and being a portion of the property of James Matthew Watson, of record in Deed Book 251, Page 335, Fleming County Clerk's Office, and being more particularly described as follows:

COMMENCE at a Concrete Monument found on the Northwestern Right-of-Way of Mount Sterling Road, also known as Kentucky Highway 11;
Thence along a Chord Tie Line having a Bearing of N 75°14'09" W, a distance of 1,107.47 feet to the POINT OF BEGINNING;

Thence N 59°11'54" W, a distance of 100.00 feet;
Thence N 30°48'06" E, a distance of 30.00 feet;
Thence S 59°11'54" E, a distance of 70.00 feet;
Thence N 30°48'06" E, a distance of 32.75 feet;
Thence with a curve to the left with an arc length of 191.53 feet, with a radius of 1,764.17 feet, with a chord bearing of N 27°41'29" E, with a chord length of 191.44 feet;
Thence with a curve to the right with an arc length of 135.23 feet, with a radius of 119.44 feet, with a chord bearing of N 57°01'03" E, with a chord length of 128.12 feet;
Thence with a curve to the right with an arc length of 229.86 feet, with a radius of 1,024.91 feet, with a chord bearing of S 84°07'18" E, with a chord length of 229.38 feet;
Thence with a curve to the right with an arc length of 408.88 feet, with a radius of 1,390.68 feet, with a chord bearing of S 69°16'26" E, with a chord length of 407.41 feet;
Thence S 60°51'03" E, a distance of 30.26 feet;
Thence with a curve to the right with an arc length of 108.38 feet, with a radius of 112.65 feet, with a chord bearing of S 33°17'23" E, with a chord length of 104.24 feet;
Thence S 05°43'42" E, a distance of 40.82 feet;
Thence with a curve to the left with an arc length of 55.39 feet, with a radius of 68.30 feet, with a chord bearing of S 28°57'38" E, with a chord length of 53.89 feet;
Thence with a curve to the right with an arc length of 71.61 feet, with a radius of 209.38 feet, with a chord bearing of S 42°23'41" E, with a chord length of 71.27 feet;
Thence with a curve to the left with an arc length of 77.10 feet, with a radius of 92.95 feet, with a chord bearing of S 56°21'34" E, with a chord length of 74.91 feet;
Thence S 80°07'20" E, a distance of 28.13 feet;
Thence with a curve to the right with an arc length of 37.68 feet, with a radius of 66.61 feet, with a chord bearing of S 63°54'55" E, with a chord length of 37.18 feet;

Site Name: HV1611 | Tilton

Site Address: +/- 6196 Mt. Sterling Road, Flemingsburg, Kentucky 41041 (Fleming County)

Thence S 47°42'30" E, a distance of 55.84 feet, to the Northwestern Right-of-Way Line of aforesaid Highway;

Thence S 31°03'09" W, along said Right-of-Way Line, a distance of 20.20 feet;

Thence S 42°11'24" W, a distance of 10.19 feet;

Thence N 47°42'30" W, Leaving, said Right-of-Way Line a distance of 59.79 feet;

Thence with a curve to the left with an arc length of 20.71 feet, with a radius of 36.61 feet, with a chord bearing of N 63°54'55" W, with a chord length of 20.43 feet;

Thence N 80°07'20" W, a distance of 28.13 feet;

Thence with a curve to the right with an arc length of 101.99 feet, with a radius of 122.95 feet, with a chord bearing of N 56°21'34" W, with a chord length of 99.09 feet;

Thence with a curve to the left with an arc length of 61.35 feet, with a radius of 179.38 feet, with a chord bearing of N 42°23'41" W, with a chord length of 61.05 feet;

Thence with a curve to the right with an arc length of 79.72 feet, with a radius of 98.30 feet, with a chord bearing of N 28°57'38" W, with a chord length of 77.55 feet;

Thence N 05°43'42" W, a distance of 40.82 feet;

Thence with a curve to the left with an arc length of 79.51 feet, with a radius of 82.65 feet, with a chord bearing of N 33°17'23" W, with a chord length of 76.48 feet;

Thence N 60°51'03" W, a distance of 30.26 feet;

Thence with a curve to the left with an arc length of 400.06 feet, with a radius of 1,360.68 feet, with a chord bearing of N 69°16'26" W, with a chord length of 398.62 feet;

Thence with a curve to the left with an arc length of 223.13 feet, with a radius of 994.91 feet, with a chord bearing of N 84°07'18" W, with a chord length of 222.66 feet;

Thence with a curve to the left with an arc length of 101.26 feet, with a radius of 89.44 feet, with a chord bearing of S 57°01'03" W, with a chord length of 95.94 feet;

Thence with a curve to the right with an arc length of 194.79 feet, with a radius of 1,794.17 feet, with a chord bearing of S 27°41'29" W, with a chord length of 194.69 feet;

Thence S 30°48'06" W, a distance of 62.75 feet to the POINT OF BEGINNING.

Said tract contains 1.09 Acres (47,386 Square Feet), more or less.

Site Name: HV1611 | Tilton

Site Address: +/- 6196 Mt. Sterling Road, Flemingsburg, Kentucky 41041 (Fleming County)

Exhibit B
TO OPTION AND LAND LEASE AGREEMENT
Survey of Leased Premises

SITE SKETCH

[SEE ATTACHED]

PROJECT SUMMARY

SITE NAME: TILTON
SITE ADDRESS: TBD MOUNT STERLING ROAD
 FLEMINGSBURG, KY 41041
COUNTY: FLEMING COUNTY

SITE COORDINATES:
LATITUDE: 38° 20' 33.20" N (NAD83)
LONGITUDE: 83° 45' 10.46" W (NAD83)
GROUND ELEVATION: 942.7

HORVATH SITE ID: HV1611
TOWER OWNER: HORVATH COMMUNICATIONS
 3307 EDISON RD
 SOUTH BEND, IN 46815
CONTACT: ERIN HORVATH
 PHONE: (574) 237-0464

STRUCTURE TYPE: SELF SUPPORT
TOWER HEIGHT: 208'-0"
OVERALL TOWER HEIGHT: 270'-0"
ENVIRONMENTAL REG.: N/A
PROPERTY OWNER: JAMES MATHEW WATSON
 (502)-403-9664

BUILDING CODES

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 CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

2014 KENTUCKY BUILDING CODE THACHA-2220 OR LATEST EDITION
 2014 COMPRISED OF 2012 IBC AND 975 IAC (1.5.2.6)
 2014 KENTUCKY ELECTRICAL CODE
 (COMPRISED OF 2012 NEC AND 975 IAC 1.8-1.8)
 2009 KENTUCKY ELECTRICAL CODE
 (COMPRISED OF 2008 NFPA 70 AND 975 IAC 1.7-1.8)

ACCESSIBILITY REQUIREMENTS FOR HUMAN HANDICAPED INDIVIDUALS ARE NOT REQUIRED IN ACCORDANCE WITH THE 2015 IBC BUILDING CODE.

STRUCTURAL REVIEW

STRUCTURAL ANALYSIS PERFORMED BY OTHERS.

SHEET INDEX

NO.	DESCRIPTION
LE1	TITLE SHEET
LE2	LEASE EXHIBIT
LE3	LEASE EXHIBIT
LE4	LEASE EXHIBIT

SCOPE OF WORK

- INSTALL NEW 240'-3" SELF SUPPORT TOWER WITH 12x6" LIGHTNING ROD (OVERALL 270'-0")
- INSTALL NEW 25' x 7.5' WOODEN FENCED COMPOUND WITHIN A 100' x 100' LEASE AREA
- INSTALL NEW TOWER, COAXIAL CABLES WITHIN THE NEW FENCED COMPOUND WITHIN THE LEASE AREA
- INSTALL NEW TOWER, COAXIAL CABLES AND EQUIPMENT CIRCUMFERENCE SYSTEM
- INSTALL NEW ANTENNAS, INLET, COAX, GPS AND RADIO EQUIPMENT
- INSTALL NEW UNDERGROUND POWER AND FIBER CONDUITS WITHIN THE DESIGNATED UTILITY EASEMENT TO NEW UTILITY FRAME

TeleCAD Wireless
 1861 NORTHPOINT BLVD.
 SUITE 130
 HIXSON, TN 37343
 PHONE: 423-943-8599
 FAX: 423-943-8599



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DRAWN BY:	MJB
CHECKED BY:	DLS

REVISIONS

NO.	DATE	BY	DESCRIPTION
B	09/18/23	MJB	LEASE EXHIBIT
A	09/11/23	MJB	LEASE EXHIBIT

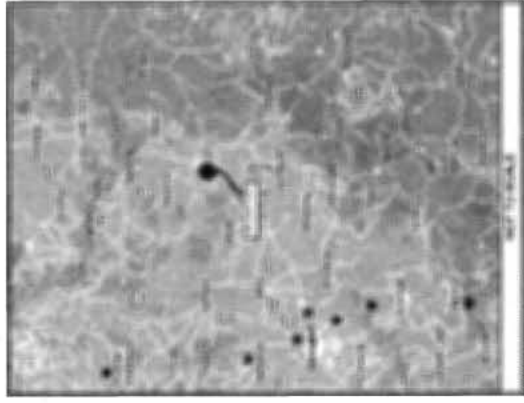
HORVATH SITE ID: HV1611
SITE NAME: LV TILTON
SITE # / LOCATION CODE: TBD
SITE ADDRESS: TBD MOUNT STERLING ROAD
 FLEMINGSBURG, KY 41041
SITE TYPE: RURAL/AG
LATITUDE: 38° 20' 33.20" N (NAD83)
LONGITUDE: 83° 45' 10.46" W (NAD83)

SHEET TITLE: TITLE SHEET
DATE: 09/18/23
REVISION: LE1 B

verizon
 (HERE IN AFTER REFERRED TO AS LESSEE)

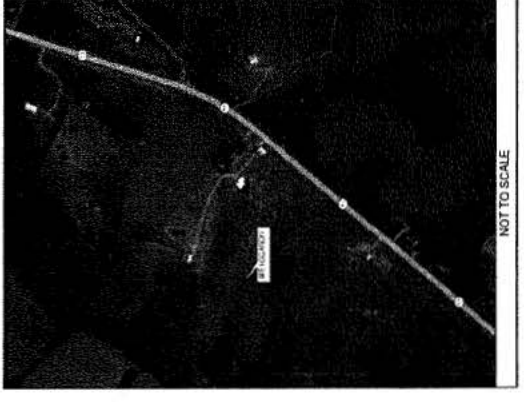
HORVATH SITE ID: HV1611
VERIZON SITE NAME: TILTON
TBD MOUNT STERLING ROAD
FLEMINGSBURG, KY 41041

VICINITY MAP



SHEET SCALE FACTOR:
 PLOT SIZE:
 11" x 17" TO SCALE

LOCATION MAP



NOT TO SCALE

AERIAL MAP



NOT TO SCALE

DIRECTIONS FROM LOUISVILLE ALHAMMAD INTERNATIONAL AIRPORT: HEAD WEST ON CRITTENDEN DR TOWARD GRADE LN (0.2 MI), TURN RIGHT TOWARD STRAWBERRY LN (0.3 MI), TURN LEFT ON STRAWBERRY LN (0.7 MI), ROAD NAME CHANGES TO LOUISVILLE AVE (0.5 MI), TURN LEFT ONTO E SOUTHERN HEIGHTS AVE (0.3 MI), ROAD NAME CHANGES TO W SOUTHERN HEIGHTS AVE (477 FT), TAKE THE RAMP ON THE RIGHT AND FOLLOW SIGNS FOR FLEMINGSBURG (0.3 MI), TAKE THE RIGHT TURN OFF ON THE RIGHT FOR I-64 EAST TOWARD I-75 (0.3 MI), TAKE THE RIGHT TURN OFF FOR I-75 EAST AND HEAD TO I-75 SOUTH (0.3 MI), TAKE THE RIGHT TURN OFF ON THE RIGHT FOR I-75 SOUTH (0.3 MI), TAKE THE RIGHT TURN OFF TOWARD FLEMINGSBURG (0.3 MI), TURN LEFT ONTO US-460 W / KY-11 / MAYSVILLE RD TOWARD FLEMINGSBURG (4.8 MI), TURN RIGHT TO STAY ON KY-11 / MAYSVILLE RD (18.0 MI), ARRIVE AT KY-11 / MT STERLING RD ON THE LEFT, THE LAST INTERSECTION BEFORE YOUR DESTINATION IS PLANK RD, IF YOU REACH TILTON RD, YOU'VE GONE TOO FAR.



1881 NORTHPOINT BLVD.
SUITE 130
HAYWARD, KY 40320
PHONE: 403-443-5500
FAX: 423-943-9509



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DRAWN BY:	MJB
CHECKED BY:	DLS

REVISIONS			
#	DATE	BY	DESCRIPTION
B	09/18/23	MJB	LEASE EXHIBIT
A	09/11/23	MJB	LEASE EXHIBIT

HORVATH SITE ID:	HV1611
SITE NAME:	LY TILTON
SITE # / LOCATION CODE:	TBD
SITE ADDRESS:	TBD
SITE TYPE:	RANLAND
LATITUDE:	38° 20' 33.20" N (NAD83)
LONGITUDE:	83° 46' 10.46" W (NAD83)
SHEET TITLE:	LEASE EXHIBIT

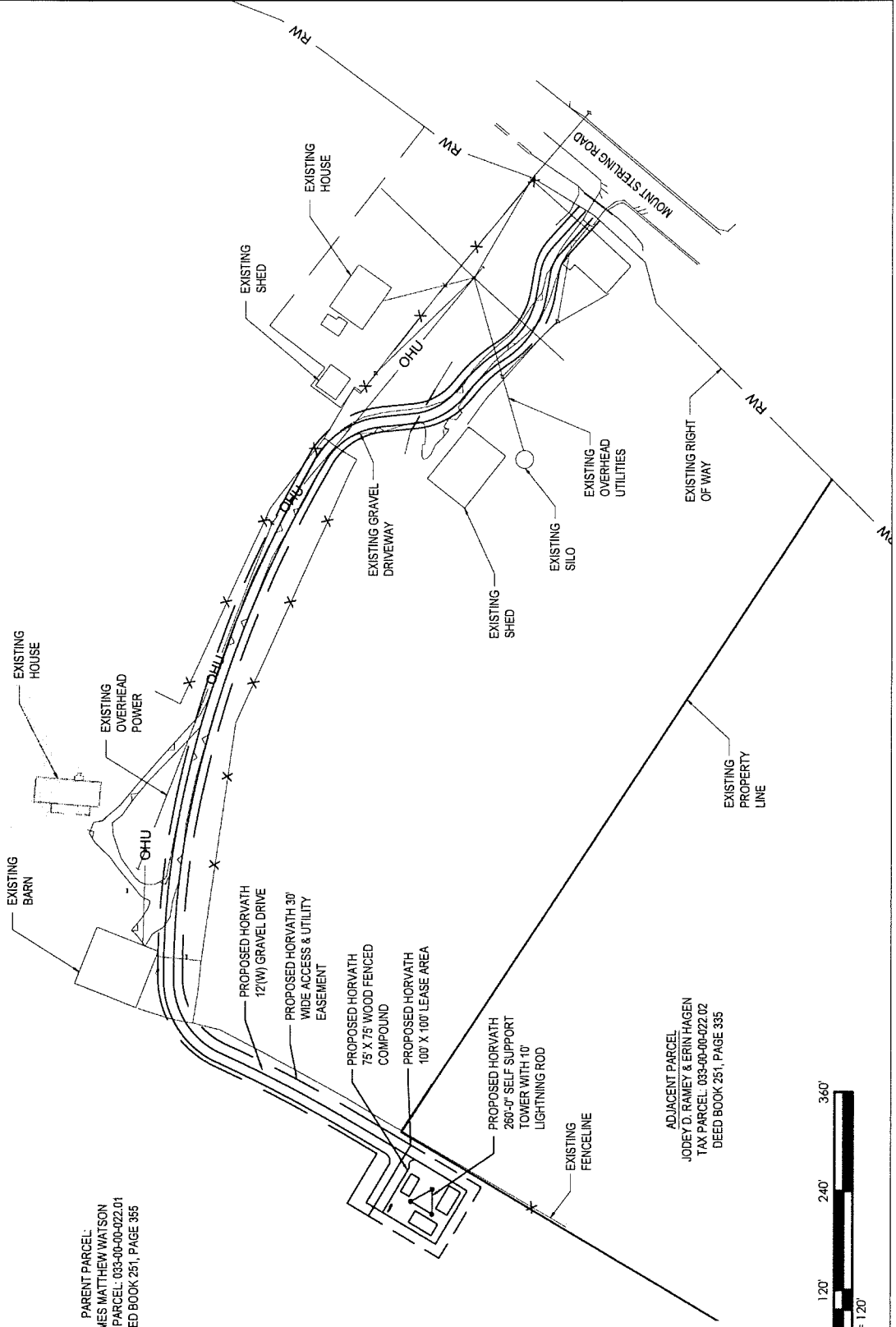
DRAWING #:	LE2
REVISION:	B

NOTES:

1. THE DRAWING IS BASED ON A SITE SURVEY BY THE LAND CONSULTANTS, DATED 07/07/23.
2. THE PROPOSED USE DOES NOT REQUIRE FULL OR PART TIME EMPLOYEES AT THE SITE.
3. ALL SITE PLANS ARE TRUE NORTH, UNLESS OTHERWISE SPECIFIED.

PARENT PARCEL:
JAMES MATTHEW WATSON
TAX PARCEL: 033-00-00-022.01
DEED BOOK 251, PAGE 335

ADJACENT PARCEL
JODEY D. RAMEY & ERIN HAGEN
TAX PARCEL: 033-00-00-022.02
DEED BOOK 251, PAGE 335



TeleCAD Wireless
 1861 NORTHPOINT BLVD.
 SUITE 130
 HUNTSVILLE, TN 37443
 TEL: 423-943-8500
 FAX: 423-943-8509

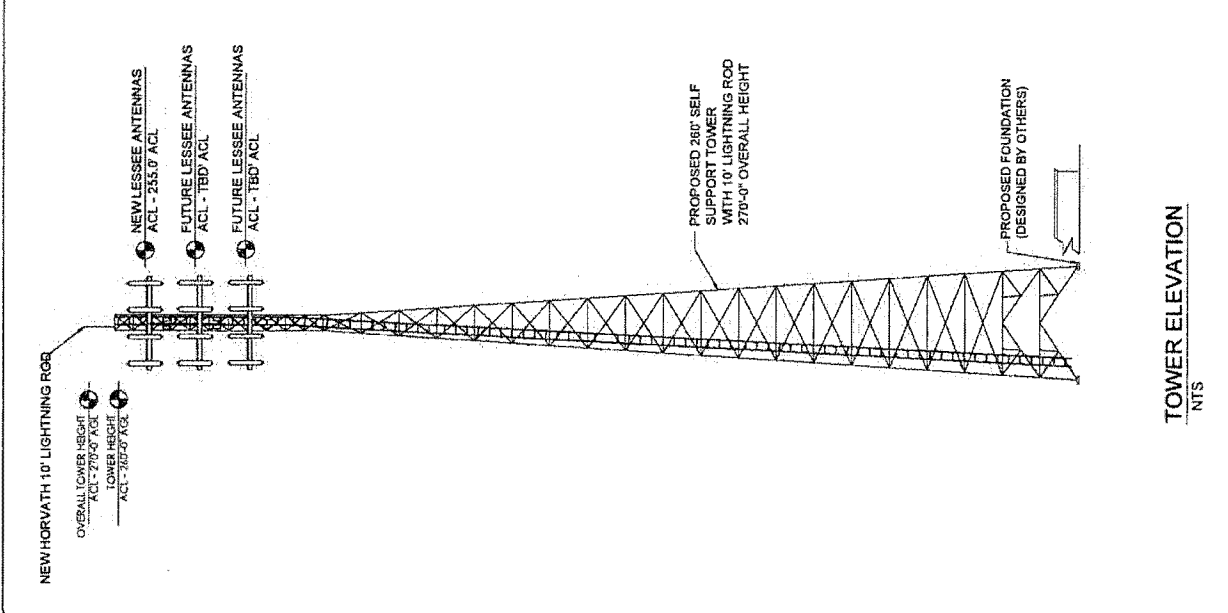
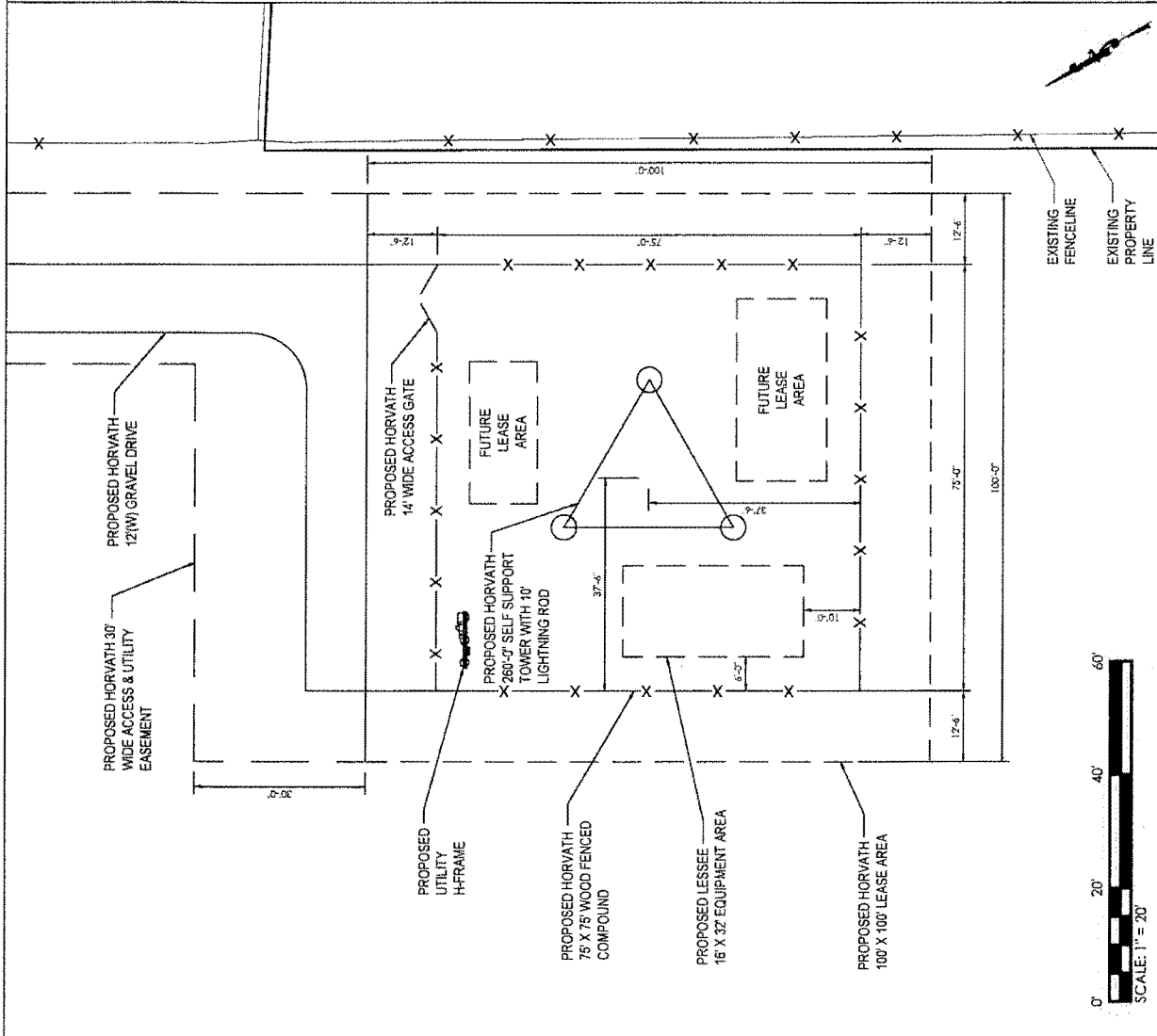


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DRAWN BY:	MJB
CHECKED BY:	DLS

REVISIONS			
#	DATE	BY	DESCRIPTION
B	08/18/23	MJB	LEASE EXHIBIT
A	08/11/23	MJB	LEASE EXHIBIT

HORVATH SITE ID:	HV1811
SITE NAME:	LV TILTON
SITE # / LOCATION CODE:	TBD
SITE ADDRESS:	TBD
SITE TYPE:	R / M/LAND
LATITUDE:	38° 20' 33.33" N (NAD83)
LONGITUDE:	83° 46' 10.46" W (NAD83)
SHEET TITLE:	LEASE EXHIBIT
DRAWING #:	LE3
REVISION:	B



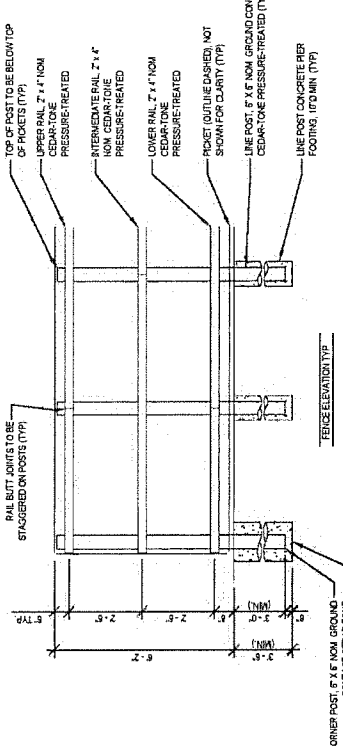
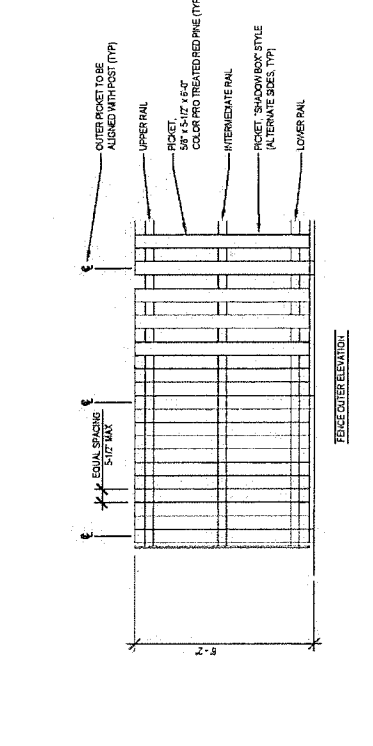
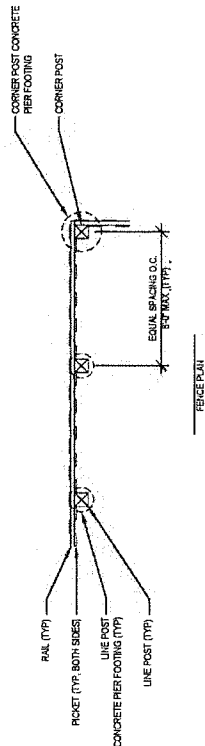
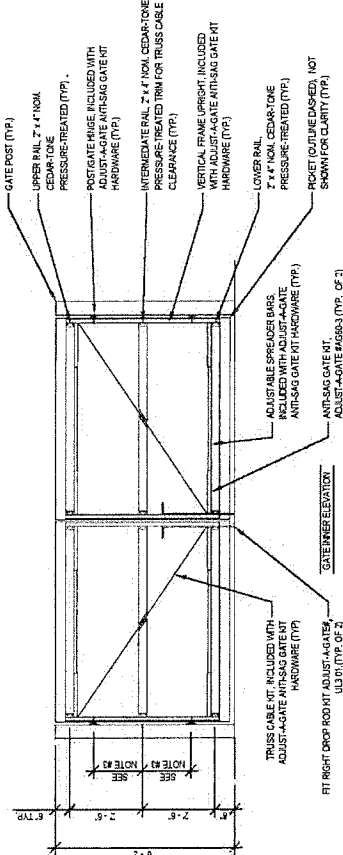
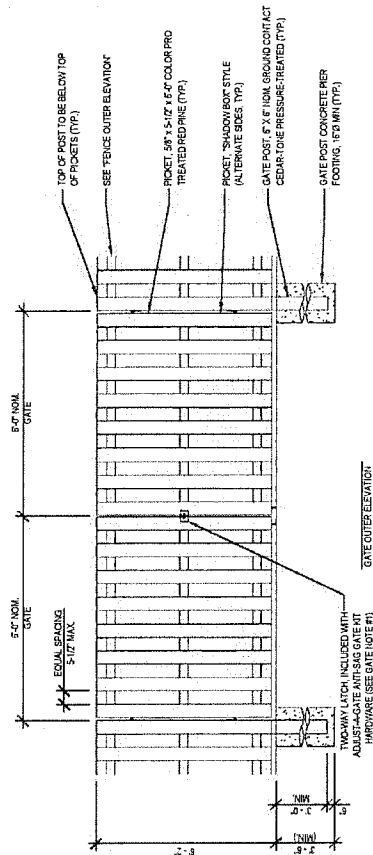
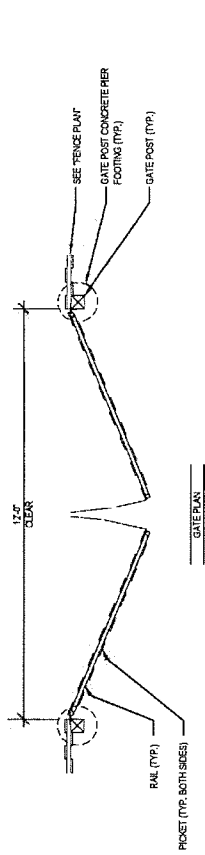


THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROVIDED AS A SERVICE AND MAY BE SUPERSEDED BY ANY OTHER DOCUMENTS OR DISCLOSED TO OTHERS IN A MANNER WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

NO.	DATE	BY	DESCRIPTION
B	09/18/23	MJB	LEASE EXHIBIT
A	09/11/23	MJB	LEASE EXHIBIT

HORVATH SITE ID:	HV1811
SITE NAME:	LY TILTON
SITE # / LOCATION CODE:	TBD
SITE ADDRESS:	TBD
SITE TYPE:	RANLAND
LATITUDE:	38° 20' 33.20" N (NAD83)
LONGITUDE:	83° 46' 10.46" W (NAD83)
SHEET TITLE:	LEASE EXHIBIT

DRAWING #:	LE4
REVISION:	B



Site Name: HV1611 | Tilton

Site Address: +/- 6196 Mt. Sterling Road, Flemingsburg, Kentucky 41041 (Fleming County)

Exhibit C
TO OPTION AND LAND LEASE AGREEMENT
Form of Memorandum of Option

<SEE ATTACHED>

Site Name: HV1611 | Tilton
Site Address: +/- 6196 Mt. Sterling Road, Flemingsburg, Kentucky 41041 (Fleming County)

MEMORANDUM OF OPTION

This Memorandum of Option is entered into on this ____ day of _____, 20____, by and between _____, having a mailing address of _____ ("Landlord"), and HORVATH TOWERS VI, LLC, a Delaware limited liability company, having an address of 2307 Edison Road, Suite 2, South Bend, Indiana 46615 ("Tenant").

1. Landlord and Tenant entered into a certain Option and Land Lease Agreement ("Agreement") dated _____, 20____, regarding certain real property of Landlord (the "Property") attached hereto and made a part hereof (see EXHIBIT A).
2. The Agreement grants to Tenant for a period of thirty-six (36) months commencing on _____, 20____, an Option (the "Option") to lease a portion of the Property measuring approximately 100' x 100' (10,000) square feet located at +/- _____, " / ____ ' ") for the purpose of constructing and operating a communications facility together with unreserved easements for Tenant's uses from the nearest public right-of-way adjacent to the Property to the Premises.
3. During the term of the Option, Landlord will not lease or transfer any portion of the Property, within a two (2) square mile radius, to any other party for the purpose of constructing and operating a communications facility, without the prior written consent of Tenant.
4. During the term of the Option, Tenant shall have the right to enter upon the Property to inspect, examine, conduct soil, drainage testing, material sampling, and other geological or engineering tests or studies of the Property, 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, initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense.
5. Tenant shall have the sole right in its discretion to exercise the Option, whereupon the Option shall become a Lease, and Tenant shall record a memorandum of lease.
6. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

EXHIBIT ONLY
DO NOT EXECUTE

Site Name: HV1611 | Tilton
Site Address: +/- 6196 Mt. Sterling Road, Flemingsburg, Kentucky 41041 (Fleming County)

7. This Memorandum is prepared for the purpose of recordation and does not modify the provisions of the Agreement. The Agreement is incorporated herein by reference. If there are any conflicts between the Agreement and this Memorandum, the provisions of the Agreement shall prevail.

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

LANDLORD:

[INSERT LANDLORD ENTITY]

Signature: _____

Print Name: _____

Title: _____

Date: _____

TENANT:

HORVATH TOWERS VI, LLC,
a Delaware limited liability company

Signature: _____

Print Name: Erin Moskwinski

Title: Vice President

Date: _____

Exhibit Only
DO NOT EXECUTE

Site Name: HV1611 | Tilton

Site Address: +/- 6196 Mt. Sterling Road, Flemingsburg, Kentucky 41041 (Fleming County)

EXHIBIT A
TO MEMORANDUM OF OPTION
Description of Premises

The Premises are described and/or depicted as follows:

[A Complete Survey will be attached prior to recording].

EXHIBIT ONLY
DO NOT EXECUTE

Site Name: HV1611 | Tilton

Site Address: +/- 6196 Mt. Sterling Road, Flemingsburg, Kentucky 41041 (Fleming County)

Exhibit D
TO OPTION AND LAND LEASE AGREEMENT
Form of Memorandum of Lease

<SEE ATTACHED>

Site Name: HV1611 | Tilton
Site Address: +/- 6196 Mt. Sterling Road, Flemingsburg, Kentucky 41041 (Fleming County)

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 20____, by and between _____, having a mailing address of _____ ("Landlord"), and HORVATH TOWERS VI, LLC, a Delaware limited liability company, having an address of 2307 Edison Road, Suite 2, South Bend, Indiana 46615 ("Tenant").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("Agreement") dated _____, 20____, for the purpose of installing, operating, and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial term of the Agreement is for ten (10) years commencing on _____, 20____, the Commencement Date. The renewal term is subject to eight (8) additional five (5) year extension periods.
3. The portion of the land being leased to Lessee (the "Premises") is described in EXHIBIT (A) annexed hereto.
4. During the initial term, Landlord will not lease or transfer any interest in the Property, within a two (2) square mile radius, to any other party for the purpose of constructing and operating a communications facility, without the prior written consent of Tenant.
5. During the Term of the Agreement, Tenant shall have the continuing first right to purchase (a) all or any portion of the Premises, (b) any adjoining or adjacent property subject to an easement hereunder, or (c) the Agreement or any rights thereunder in accordance with and subject to the provisions and conditions of the Lease.
6. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.
7. This Memorandum of Lease is prepared for the purpose of recordation and does not modify the provisions of the Agreement. The Agreement is incorporated herein by reference. If there are any conflicts between the Agreement and this Memorandum of Lease, the provisions of the Agreement shall prevail.

[END OF MEMORANDUM OF LEASE]

[SIGNATURES AND ACKNOWLEDGEMENTS FOLLOW]

Exhibit D

Option and Land Lease Agreement | 2023

Site Name: HV1611 | Tilton
Site Address: +/- 6196 Mt. Sterling Road, Flemingsburg, Kentucky 41041 (Fleming County)

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

LANDLORD:

[INSERT LANDLORD ENTITY]

Signature: _____

Print Name: _____

Title: _____

Date: _____

**Exhibit Only -
DO NOT EXECUTE**

TENANT:

HORVATH TOWERS VI, LLC,
a Delaware limited liability company

Signature: _____

Print Name: Erin Moskwinski

Title: Vice President

Date: _____

Site Name: HV1611 | Tilton
Site Address: +/- 6196 Mt. Sterling Road, Flemingsburg, Kentucky 41041 (Fleming County)

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

On the ____ day of _____, 20____, before me personally appeared _____, who being duly sworn upon his/her oath, deposed and made proof to my satisfaction that he/she signed and delivered the same as his/her voluntary act and deed.

Notary Public

My Commission Expires: _____

Exhibit Only -
DO NOT EXECUTE
TENANT ACKNOWLEDGMENT

STATE OF INDIANA)

COUNTY OF ST. JOSEPH) SS:

I CERTIFY that on ____ day of _____, 20____, ERIN MOSKWINSKI personally came before me and acknowledged under oath that she:

- (a) is the Vice President of HORVATH TOWERS VI, LLC, the limited liability company named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the company, and
- (c) executed the instrument as the act of the company.

Notary Public

My Commission Expires: _____

This Instrument Was Prepared By:

Heather K. Morley
HORVATH TOWERS VI, LLC
2307 Edison Road, Suite 2
South Bend, IN 46615

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document unless required by law.

-Heather K. Morley

When Recorded, Return To:

HORVATH TOWERS VI, LLC
2307 Edison Road, Suite 2
South Bend, IN 46615
(574) 237-0464

Site Name: HV1611 | Tilton
Site Address: +/- 6196 Mt. Sterling Road, Flemingsburg, Kentucky 41041 (Fleming County)

EXHIBIT A
TO MEMORANUM OF LEASE
Description of Premises

The Premises are described and/or depicted as follows:

[A Complete Survey will be attached prior to recording].

**Exhibit Only -
DO NOT EXECUTE**

Notification Listing with PVA Screenshots

Parcel #033-00-00-022.01
 WATSON JAMES MATTHEW
 1161 TILTON ROAD
 FLEMINGSBURG, KY 41041

qPublic.net Fleming County, KY PVA

Elizabeth Williams Search search...

Layers Map Search Results **Report** Sales Search Sales List Sales Results Tax Estimator Home

Summary

Parcel Number: 033-00-00-022.01
 Account Number: 15229
 Location Address: NT STERLING RD 6196
 Description: FARM 92.249AC W/ 2016 28X76 NORRIS
 (Note: Not to be used on legal documents)
 Class: Farm
 Tax District: 00 County
 Rate Per Thousand: 10.0200

[View Map](#)

Owner

Primary Owner
[WATSON JAMES MATTHEW](#)
 1161 TILTON ROAD
 FLEMINGSBURG, KY 41041

Land Characteristics

Valuation

Taxes

Improvement Information

Sale Information

Sale Date	Sale Price	Sale Type	Book-Page	Grantee	Grantor
8/14/2013	\$0	Exempt Sale	251-335	WATSON JAMES MATTHEW	WATSON ROGER C. ESTATE
12/8/2011	\$0	Transfer Tax Not Paid	245-772	WATSON JAMES MATTHEW	WATSON ROGER ESTATE

Information

Fleming County
 100 Court Square
 Room B110
 Flemingsburg, KY 41041
<http://www.flemingpva.com/>

PVA
[Stephanie Hardin](#)
 606-845-1401

Parcel # 033-00-00-028.00
 CUTTER JAMES D & DEBRA L &
 JAMES D CUTTER JR
 1194 PECKS RIDGE TILTON RD
 FLEMINGSBURG, KY 41041

Layers Map Search Results **Report** Sales Search Sales List Sales Results Tax Estimator Home

Summary

Parcel Number: 033-00-00-026.00
 Account Number: 24472
 Location Address: PECKS RIDGE TILTON RD 1194
 Description: FARM 353.83AC W/HSE
 (Note: Not to be used on legal documents)
 Class: Farm
 Tax District: 00 County
 Rate Per Thousand: 10.0200

[View Map](#)

Owner

Primary Owner
 CUTTER JAMES D & DEBRAL &
 JAMES D CUTTER, JR
 1194 PECKS RIDGE TILTON RD
 FLEMINGSBURG, KY 41041

Land Characteristics

Valuation


Taxes

Improvement Information


Sale Information

Sale Date	Sale Price	Sale Type	Book-Page	Grantee	Grantor
3/10/2015	\$1	Close Relative Sale	256-028	CUTTER JAMES D & DEBRAL &	CUTTER JAMES D & DEBRAL

Information



Fleming County
 100 Court Square
 Room B110
 Flemingsburg, KY 41041
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PVA
 Stephanie Hardin
 606-645-1401

Parcel # 033-00-00-026.00
 PLANCK WILLIAM D JR & JOY L
 1049 OLIVE BRANCH RD
 FLEMINGSBURG, KY 41041

Layers Map Search Results **Report** Sales Search Sales List Sales Results Tax Estimator Home

Summary

Parcel Number: 033-00-00-026.00
 Account Number: 15656
 Location Address: PECKS RIDGE TILTON RD 634
 Description: FARM 91.9A W/HSE
 (Note: Not to be used on legal documents)
 Class: Farm
 Tax District: 00 County
 Rate Per Thousand: 10.0200

[View Map](#)

Owner

Primary Owner
 PLANCK WILLIAM D JR & JOY L
 1049 OLIVE BRANCH RD
 FLEMINGSBURG, KY 41041

Land Characteristics

Valuation


Taxes

Improvement Information


Sale Information

Sale Date	Sale Price	Sale Type	Book-Page	Grantee	Grantor
5/19/2018	\$145,000	Close Relative Sale	267-663	PLANCK WILLIAM D & JOY L	PLANCK WILLIAM DAVID ESTATE

Information



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 100 Court Square
 Room B110
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PVA
 Stephanie Hardin

Parcel # 033-00-00-021.02
 SHETLER EMANUEL E
 5900 MT STERLING RD
 FLEMINGSBURG, KY 41041

qPublic.net Fleming County, KY PVA Elizabeth Williams Search search_

Layers Map Search Results **Report** Sales Search Sales List Sales Results Tax Estimator Home

Summary

Parcel Number: 033-00-00-021.02
 Account Number: 29011
 Location Address: MT STERLING RD 5900
 Description: FARM 52.878AC W/HSE UNDER CONST
 (Note: Not to be used on legal documents)
 Class: Farm
 Tax District: 00 County
 Rate Per Thousand: 10.0200

[View Map](#)

Owner

Primary Owner
 SHETLER EMANUEL E
 5900 MT STERLING RD
 FLEMINGSBURG, KY 41041

Land Characteristics

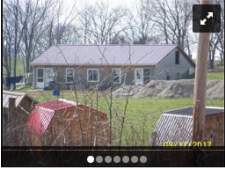
Valuation

Taxes


Improvement Information

Sale Information


Sale Date	Sale Price	Sale Type	Book-Page	Grantee	Grantor
12/29/2023	\$0	Close Relative Sale	290-707	SHETLER EMANUEL E	SHETLER EMANUEL E & LOVINA E
11/29/2016	\$110,000	Private Sale	254-243	SHETLER EMANUEL E & LOVINA E	SHETLER EMANUEL E & LOVINA E



Information



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 100 Court Square
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PVA
 Stephanie Hardin
 606-845-1401

Parcel # 033-90-00-021.00
 DILLON DAVID A ESTATE
 %DEMAREE DILLON
 4204 BELLVIEW AVE
 CHATTANOOGA, TN 37416-3403

qPublic.net Fleming County, KY PVA Elizabeth Williams Search search_

Layers Map Search Results **Report** Sales Search Sales List Sales Results Tax Estimator Home

Summary

Parcel Number: 033-90-00-021.00
 Account Number: 9992
 Location Address: MT STERLING RD 0
 Description: LOT 53AC IN TILTON
 (Note: Not to be used on legal documents)
 Class: Residential
 Tax District: 00 County
 Rate Per Thousand: 10.0200

[View Map](#)

Owner

Primary Owner
 DILLON DAVID A ESTATE
 %DEMAREE DILLON
 4204 BELLVIEW AVE
 CHATTANOOGA, TN 37416-3403

Land Characteristics

Valuation

Taxes

Recent Sales In Area

Sale date range:
 From: 04/30/2021 To: 04/30/2024



Information



Fleming County
 100 Court Square
 Room B110
 Flemingsburg, KY 41041
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PVA
 Stephanie Hardin
 606-845-1401

Parcel # 033-00-00-023.00
 HAZELRIGG INVESTMENTS INC
 % MIKE HAZELRIGG
 6227 MT STERLING RD
 FLEMINGSBURG, KY 41041

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Layers Map Search Results **Report** Sales Search Sales List Sales Results Tax Estimator Home

Summary

Parcel Number: 033-00-00-023.00
 Account Number: 4313
 Location Address: MT STERLING RD #155
 Description: FARM 109.233 AC
 (Note: Not to be used on legal documents)
 Class: Farm
 Tax District: 00 County
 Rate Per Thousand: 10.0200

[View Map](#)

Owner

Primary Owner
 HAZELRIGG INVESTMENTS INC
 % MIKE HAZELRIGG
 6227 MT STERLING RD
 FLEMINGSBURG, KY 41041

Land Characteristics

Valuation


Taxes

Improvement Information


Sale Information

Sale Date	Sale Price	Sale Type	Book-Page	Grantee	Grantor
3/20/2000	\$32,280		202-250	HAZELRIGG INVESTMENTS INC	MARTHA ASHER
4/24/1984	\$77,400	Agreed Lease Transaction	188-977	HAZELRIGG INVESTMENTS INC	EMMA PANK 1

Information



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PVA
 Stephanie Hardin
 606-845-1401

Parcel # 033-00-00-023.01
 HAZELRIGG JOHN MICHAEL & JONI K
 6227 MT STERLING ROAD
 FLEMINGSBURG, KY 41041

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Layers Map Search Results **Report** Sales Search Sales List Sales Results Tax Estimator Home

Summary

Parcel Number: 033-00-00-023.01
 Account Number: 2736
 Location Address: MT STERLING RD 6227
 Description: LOT 1.786AC & HOUSE NEAR TILTON
 (Note: Not to be used on legal documents)
 Class: Residential
 Tax District: 00 County
 Rate Per Thousand: 10.0200

[View Map](#)

Owner

Primary Owner
 HAZELRIGG JOHN MICHAEL & JONI K
 6227 MT STERLING ROAD
 FLEMINGSBURG, KY 41041

Land Characteristics

Valuation


Taxes

Improvement Information


Sale Information

Sale Date	Sale Price	Sale Type	Book-Page	Grantee	Grantor
6/1/2002	\$4,000	Sliding Scale	211-574	HAZELRIGG JOHN MICHAEL & JONI K	ASHER MARTHA W
12/30/1994	\$0		181-333	ASHER MARTHA W	WATSON HARLAN & BETTY EST


Information



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 Room B110
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PVA
 Stephanie Hardin
 606-845-1401



Parcel # 033-00-00-022.02
 RAMEY JODEY D & ERIN HAGEN
 207 MUDDOCK RD
 HILLSBORO RD, KY 41049-

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Layers Map Search Results **Report** Sales Search Sales List Sales Results Tax Estimator Home

Summary

Parcel Number: 033-00-00-022.02
 Account Number: 23642
 Location Address: MT STERLING RD 6482
 Description: FARM 107.121AC
 (Note: Not to be used on legal documents)
 Class: Farm
 Tax District: 00 County
 Rate Per Thousand: 10.0200

[View Map](#)

Owner

Primary Owner
 RAMEY JODEY D & ERIN HAGEN
 207 MUDDOCK RD
 HILLSBORO RD, KY 41049-

Land Characteristics

Valuation

Taxes

Improvement Information

Sale Information

Sale Date	Sale Price	Sale Type	Book-Page	Grantee	Grantor
8/14/2013	\$0	Exempt Sale	251-335	ELLERMAN CARRIE JEAN WATSON	WATSON ROGER C ESTATE
3/1/2013	\$160,000	Arms-Length Transaction	249-581	RAMEY JODEY & ERIN HAGEN	ELLEMAN CARRIE JEAN WATSON

Information

Fleming County
 100 Court Square
 Room B110
 Flemingsburg, KY 41041
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PVA
 Stephanie Hardin
 606-845-1401

Parcel # 033-00-00-021.01
 MILLER JOHN J & SUSAN J
 1066 TILTON RD
 FLEMINGSBURG, KY 41041

qPublic.net Fleming County, KY PVA Elizabeth Williams Search search_

Layers Map Search Results **Report** Sales Search Sales List Sales Results Tax Estimator Home

Summary

Parcel Number: 033-00-00-021.01
 Account Number: 27738
 Location Address: TILTON RD 1066
 Description: LOT 5.96AC & HOUSE & BLDG
 (Note: Not to be used on legal documents)
 Class: Residential
 Tax District: 00 County
 Rate Per Thousand: 10.0200

[View Map](#)

Owner

Primary Owner
 MILLER JOHN J & SUSAN J
 1066 TILTON RD
 FLEMINGSBURG, KY 41041

Land Characteristics

Valuation

Taxes

Improvement Information

Sale Information

Sale Date	Sale Price	Sale Type	Book-Page	Grantee	Grantor
11/29/2021	\$125,000	Close Relative Sale	281-616	MILLER JOHN J & SUSAN J	MILLER JAKIE L & ESTHER ESTATES
4/24/2014	\$100,000	Arms-Length Transaction	264-208	MILLER JAKIE L & ESTHER	DEPKINEMAS DICCELI & BETTY D

Information

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 Flemingsburg, KY 41041
<https://www.flemingpva.com/>

PVA
 Stephanie Hardin
 606-845-1401

Parcel # 033-90-00-020.00
 SPENCER GARNET
 1189 TILTON RD
 FLEMINGSBURG, KY 41041

qPublic.net Fleming County, KY PVA Elizabeth Williams Search search...

Layers Map Search Results **Report** Sales Search Sales List Sales Results Tax Estimator Home

Summary

Parcel Number: 033-90-00-020.00
 Account Number: 7787
 Location Address: TILTON RD 1189
 Description: LOT 1 AC & HOUSE
 (Note: Not to be used on legal documents)
 Class: Residential
 Tax District: 00 County
 Rate Per Thousand: 10.0200

[View Map](#)

Owner

Primary Owner
 SPENCER GARNET
 1189 TILTON RD
 FLEMINGSBURG, KY 41041

Land Characteristics


Valuation

Taxes

Improvement Information

Sale Information

Sale Date	Sale Price	Sale Type	Book-Page	Grantee	Grantor
12/29/1970	\$0		131-423	SPENCER GARNET	BONNIE M HUNT



Information

Fleming County
 100 Court Square
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PVA
 Stephanie Hardin
 606-845-1401

Parcel # 033-90-00-019.00
 WATSON JAMES MATTHEW & MELINDA
 1161 TILTON RD
 FLEMINGSBURG, KY 41041

qPublic.net Fleming County, KY PVA Elizabeth Williams Search search...

Layers Map Search Results **Report** Sales Search Sales List Sales Results Tax Estimator Home

Summary

Parcel Number: 033-90-00-019.00
 Account Number: 177
 Location Address: TILTON RD 1161
 Description: H & L .86AC IN TILTON
 (Note: Not to be used on legal documents)
 Class: Residential
 Tax District: 00 County
 Rate Per Thousand: 10.0200

[View Map](#)

Owner

Primary Owner
 WATSON JAMES MATTHEW & MELINDA
 1161 TILTON RD
 FLEMINGSBURG, KY 41041

Land Characteristics


Valuation

Taxes

Improvement Information


Sale Information

Sale Date	Sale Price	Sale Type	Book-Page	Grantee	Grantor
10/1/2003	\$36,000	Arms-Length Transaction	216-268	WATSON JAMES MATTHEW & MELINDA	HOPPER HORD W & MARY ANN



Information

Fleming County
 100 Court Square
 Room B110
 Flemingsburg, KY 41041
<https://www.flemingsva.com/>



PVA
 Stephanie Hardin
 606-845-1401

Parcel # 033-90-00-018.00
 SCHULER DENNIS & VICKI
 1041 TILTON RD
 FLEMINGSBURG, KY 41041

qPublic.net Fleming County, KY PVA Elizabeth Williams Search search...

Layers Map Search Results **Report** Sales Search Sales List Sales Results Tax Estimator Home

Summary

Parcel Number: 033-90-00-018.00
 Account Number: 24314
 Location Address: TILTON RD 1101
 Description: LOT 1.5AC & HOUSE IN TILTON
 (Note: Not to be used on legal documents)
 Class: Residential
 Tax District: 00 County
 Rate Per Thousand: 10.0200

[View Map](#)

Owner

Primary Owner
 SCHULER DENNIS & VICKI
 1041 TILTON RD
 FLEMINGSBURG, KY 41041

Land Characteristics

Valuation


Taxes

Improvement Information


Sale Information

Sale Date	Sale Price	Sale Type	Book-Page	Grantee	Grantor
10/16/2020	\$17,000	Sliding Scale	276-568	SCHULER DENNIS & VICKI	HAMILTON BRUCE & HEATHER
8/12/2016	\$19,500	Construction/Destruction	260-768	HAMILTON BRUCE & HEATHER	GOODING DONNA B


Information



Fleming County
 100 Court Square
 Room B110
 Flemingsburg, KY 41041
<https://www.flemingpva.com/>



PVA
 Stephanie Hardin
 606-845-1401



Parcel # 033-00-00-021.01
 MILLER JOHN J & SUSAN J
 1066 TILTON RD
 FLEMINGSBURG, KY 41041

qPublic.net Fleming County, KY PVA Elizabeth Williams Search search...

Layers Map Search Results **Report** Sales Search Sales List Sales Results Tax Estimator Home

Summary

Parcel Number: 033-00-00-021.01
 Account Number: 27738
 Location Address: TILTON RD 1066
 Description: LOT 5.96AC & HOUSE & BLDG
 (Note: Not to be used on legal documents)
 Class: Residential
 Tax District: 00 County
 Rate Per Thousand: 10.0200

[View Map](#)

Owner

Primary Owner
 MILLER JOHN J & SUSAN J
 1066 TILTON RD
 FLEMINGSBURG, KY 41041

Land Characteristics

Valuation


Taxes

Improvement Information


Sale Information

Sale Date	Sale Price	Sale Type	Book-Page	Grantee	Grantor
11/29/2021	\$125,000	Close Relative Sale	281-616	MILLER JOHN J & SUSAN J	MILLER JAKIE L & ESTHER ESTATES


Information



Fleming County
 100 Court Square
 Room B110
 Flemingsburg, KY 41041
<https://www.flemingpva.com/>



PVA
 Stephanie Hardin





Russell L. Brown
Attorney at Law
rbrown@clarkquinnlaw.com

320 N. Meridian St., Ste. 1100
Indianapolis, IN 46204
(317) 637-1321 main
(317) 687-2344 fax

April 30, 2024

**Notice of Proposed Construction of
Wireless Communications Facility
Site Name: Tilton**

Cellco Partnership, d/b/a Verizon Wireless and Horvath Communications are filing an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located on the north side of KY-11 / Mount Sterling Road near the intersection with Old KY 11 / Tilton Road, Flemingsburg, KY 41041 (North Latitude: (38° 20' 33.20", West Longitude 83° 46' 10.46"). The proposed facility will include a 260-foot tall antenna tower, plus a 10-foot lightning arrestor and related ground facilities. Site name is Tilton. 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 2024-00132 in any correspondence sent in connection with this matter.

We have attached a map showing the site location for the proposed tower. Applicant's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area. Please feel free to contact us at 317-637-1321 if you have any comments or questions about this proposal.

Sincerely,
Russell L. Brown

Attorney for Applicant
RLB/mnw
Enclosure

Location Map



ClarkQuinn
Clark, Quinn, Moses, Scott & Grahn, LLP

CERTIFIED MAIL



9589 0710 5270 2002 9176 80

WATSON JAMES MATTHEW
1161 TILTON ROAD
FLEMINGSBURG, KY 41041

FIRST-CLASS



US POSTAGETM PITNEY BOWES



ZIP 46204 \$ 008.69⁰
02 7H
0006035028 APR 30 2024

ClarkQuinn
Clark, Quinn, Moses, Scott & Grahn, LLP

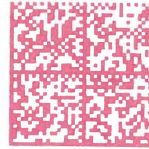
CERTIFIED MAIL



9589 0710 5270 2002 9176 97

CUTTER JAMES D & DEBRA L &
JAMES D CUTTER JR
1194 PECKS RIDGE TILTON RD
FLEMINGSBURG, KY 41041

FIRST-CLASS



US POSTAGETM PITNEY BOWES



ZIP 46204 \$ 008.69⁰
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0006035028 APR 30 2024

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Clark, Quinn, Moses, Scott & Grahn, LLP

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9589 0710 5270 2002 9177 03

PLANCK WILLIAM D JR & JOY L
1049 OLIVE BRANCH RD
FLEMINGSBURG, KY 41041

FIRST-CLASS



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ClarkQuinn
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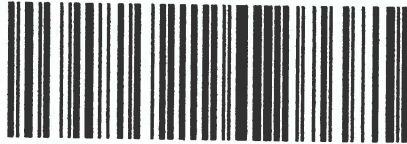
9589 0710 5270 2002 9177 10

SHETLER EMANUEL E
5900 MT STERLING RD
FLEMINGSBURG, KY 41041

OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL™

ClarkQuinn
Clark, Quinn, Moses, Scott & Grahn, LLP

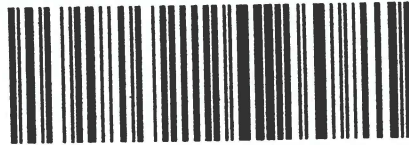


7012 0470 0001 8048 4071

DILLON DAVID A ESTATE
%DEMAREE DILLON
4204 BELLVIEW AVE
CHATTANOOGA, TN 37416-3403

CERTIFIED MAIL™

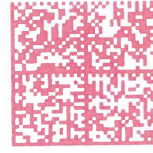
ClarkQuinn
Clark, Quinn, Moses, Scott & Grahn, LLP



7012 0470 0001 8048 4088

HAZELRIGG INVESTMENTS INC
% MIKE HAZELRIGG
6227 MT STERLING RD
FLEMINGSBURG, KY 41041

FIRST-CLASS

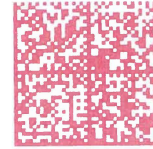


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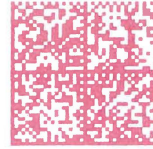
ClarkQuinn
Clark, Quinn, Moses, Scott & Grahn, LLP



7012 0470 0001 8048 4095

HAZELRIGG JOHN MICHAEL & JONI K
6227 MT STERLING ROAD
FLEMINGSBURG, KY 41041

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0006035028 APR 30 2024

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Clark, Quinn, Moses, Scott & Grahn, LLP



7012 0470 0001 8048 4101

RAMEY JODEY D & ERIN HAGEN
207 MUDSOCK RD
HILLSBORO RD, KY 41049

FIRST-CLASS



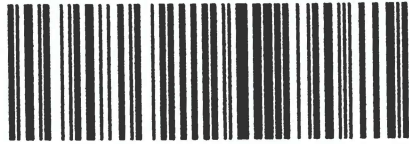
US POSTAGE^{IMI}PITNEY BOWES



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ClarkQuinn
Clark, Quinn, Moses, Scott & Grahn, LLP



7012 0470 0001 8048 4118

MILLER JOHN J & SUSAN J
1066 TILTON RD
FLEMINGSBURG, KY 41041

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Clark Quinn
Clark, Quinn, Moses, Scott & Grahn, LLP



7012 0470 0001 8048 4125

SPENCER GARNET
1189 TILTON RD
FLEMINGSBURG, KY 41041

FIRST-CLASS



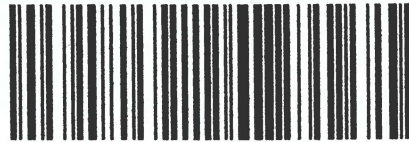
US POSTAGE™ PITNEY BOWES



ZIP 46204 \$ 008.69⁰
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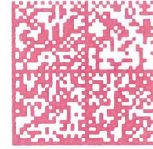
Clark Quinn
Clark, Quinn, Moses, Scott & Grahn, LLP



7012 0470 0001 8048 4132

WATSON JAMES MATTHEW
& MELINDA
1161 TILTON RD
FLEMINGSBURG, KY 41041

FIRST-CLASS



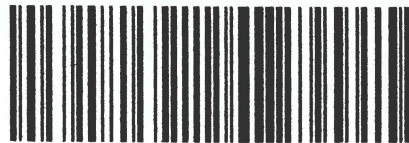
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0006035028 APR 30 2024

CERTIFIED MAIL™

Clark Quinn
Clark, Quinn, Moses, Scott & Grahn, LLP



7012 0470 0001 8048 4149

SCHULER DENNIS & VICKI
1041 TILTON RD
FLEMINGSBURG, KY 41041

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0006035028 APR 30 2024

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ClarkQuinn
Clark, Quinn, Moses, Scott & Grahn, LLP



7012 0470 0001 8048 4156

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US POSTAGE™PITNEY BOWES



ZIP 46204 \$ 008.69⁰
02 7H
0006035028 APR 30 2024

MILLER JOHN J & SUSAN J
1066 TILTON RD
FLEMINGSBURG, KY 41041

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input checked="" type="checkbox"/> M Watson <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:	B. Received by (Printed Name)	C. Date of Delivery
WATSON JAMES MATTHEW & MELINDA 1161 TILTON RD FLEMINGSBURG, KY 41041		5/03/24
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)	3. Service Type	
9590 9402 8749 3310 9191 05	<input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery	
7012 0470 0001 8048 4132	<input type="checkbox"/> Mail Restricted Delivery <input type="checkbox"/> Mail Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input checked="" type="checkbox"/> J Miller <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:	B. Received by (Printed Name)	C. Date of Delivery
MILLER JOHN J & SUSAN J 1066 TILTON RD FLEMINGSBURG, KY 41041		5-03-24
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)	3. Service Type	
9590 9402 8749 3310 9191 29	<input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery	
7012 0470 0001 8048 4118	<input type="checkbox"/> Mail Restricted Delivery <input type="checkbox"/> Mail Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input checked="" type="checkbox"/> J Cutter <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:	B. Received by (Printed Name)	C. Date of Delivery
CUTTER JAMES D & DEBRA L & JAMES D CUTTER JR 1194 PECKS RIDGE TILTON RD FLEMINGSBURG, KY 41041		5/03/24
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)	3. Service Type	
9590 9402 8749 3310 9191 98	<input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery	
9589 0710 5270 2002 9176 97	<input type="checkbox"/> Mail Restricted Delivery <input type="checkbox"/> Mail Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HAZELRIGG JOHN MICHAEL & JONI K
 6227 MT STERLING ROAD
 FLEMINGSBURG, KY 41041



9590 9402 8749 3310 9191 43

2. Article Number (Transfer from service label)

7012 0470 0001 8048 4095

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x J Hazelrigg Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

5/03/24

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Mail Restricted Delivery (00)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SHETLER EMANUEL E
 5900 MT STERLING RD
 FLEMINGSBURG, KY 41041



9590 9402 8749 3310 9191 74

2. Article Number (Transfer from service label)

9589 0710 5270 2002 9177 10

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x E Shetler Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

5/03/24

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Mail Restricted Delivery (00)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SPENCER GARNET
 1189 TILTON RD
 FLEMINGSBURG, KY 41041



9590 9402 8749 3310 9191 12

2. Article Number (Transfer from service label)

7012 0470 0001 8048 4125

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x G Spencer Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

5/03/24

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Mail Restricted Delivery (00)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HAZELRIGG INVESTMENTS INC
 % MIKE HAZELRIGG
 6227 MT STERLING RD
 FLEMINGSBURG, KY 41041



9590 9402 8749 3310 9191 50

2. Article Number (Transfer from service label)

7012 0470 0001 8048 4088
 PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X J Hazelrigg

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

5/03/24

D. Is delivery address different from item 1? If YES, enter delivery address below:

- Yes
- No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Mail Restricted Delivery (0)

- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MILLER JOHN J & SUSAN J
 1066 TILTON RD
 FLEMINGSBURG, KY 41041



9590 9402 8749 3310 9190 82

2. Article Number (Transfer from service label)

7012 0470 0001 8048 4156
 PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X J Miller

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

5-03-24

D. Is delivery address different from item 1? If YES, enter delivery address below:

- Yes
- No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Mail Restricted Delivery (0)

- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SCHULER DENNIS & VICKI
 1041 TILTON RD
 FLEMINGSBURG, KY 41041



9590 9402 8749 3310 9190 99

2. Article Number (Transfer from service label)

7012 0470 0001 8048 4149
 PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X D Schuler

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

5-03-24

D. Is delivery address different from item 1? If YES, enter delivery address below:

- Yes
- No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Mail Restricted Delivery (0)

- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

WATSON JAMES, MATTHEW
1161 TILTON ROAD
FLEMINGSBURG, KY 41041



9590 9402 8749 3310 9192 04

2. Article Number (Transfer from service label)

9589 0710 5270 2002 9176 80

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X M Watson

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

5/03/24

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Signature Confirmation™

Signature Confirmation Restricted Delivery

Mail Restricted Delivery (00)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RAMEY JODEY D & ERIN HAGEN
207 MUDSOCK RD
HILLSBORO RD, KY 41049



9590 9402 8749 3310 9191 36

2. Article Number (Transfer from service label)

7012 0470 0001 8048 4101

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Jodey Ramey*

- Agent
- Addressee

B. Received by (Printed Name)

Jodey Ramey

C. Date of Delivery

5/14/24

- D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Mail Restricted Delivery (500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

ALERT: SEVERE WEATHER IN THE SOUTH, SOUTHEAST, CENTRAL, NORTHERN MID-ATLANTI...

USPS Tracking®

[FAQs >](#)

Tracking Number:

[Remove X](#)

9589071052702002917703

[Copy](#)

[Add to Informed Delivery \(https://informedelivery.usps.com/\)](https://informedelivery.usps.com/)

Latest Update

Your item was delivered to an individual at the address at 2:00 pm on May 4, 2024 in FLEMINGSBURG, KY 41041.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Feedback

Delivered

Delivered, Left with Individual

FLEMINGSBURG, KY 41041

May 4, 2024, 2:00 pm

[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean? \(https://faq.usps.com/s/article/Where-is-my-package\)](https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

[Track Another Package](#)



Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

[FAQs](#)

ALERT: SEVERE WEATHER IN THE SOUTH, SOUTHEAST, CENTRAL, NORTHERN MID-ATLANTI...

USPS Tracking®

[FAQs >](#)

Tracking Number:

[Remove X](#)

70120470000180484071

[Copy](#)

[Add to Informed Delivery \(https://informedelivery.usps.com/\)](https://informedelivery.usps.com/)

Latest Update

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Feedback

Moving Through Network

In Transit to Next Facility

May 27, 2024

Arrived at USPS Regional Origin Facility

INDIANAPOLIS IN DISTRIBUTION CENTER

May 23, 2024, 7:59 pm

[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean? \(https://faq.usps.com/s/article/Where-is-my-package\)](https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less 

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

[FAQs](#)



ClarkQuinn

www.clarkquinnlaw.com

Russell L. Brown
Attorney at Law
rbrown@clarkquinnlaw.com

320 N. Meridian St., Ste. 1100
Indianapolis, IN 46204
(317) 637-1321 main
(317) 687-2344 fax

April 30, 2024

Via Certified Mail, Return Receipt Requested
7012 0470 0001 8048 4248

John Sims Jr., Judge Executive
100 Court Square
Flemingsburg, KY 41041

RE: Notice of Proposal to Construct Wireless Communications Facility
Kentucky Public Service Commission Docket No. 2024-00132
Site Name: Tilton

Dear Judge Sims:

Cellco Partnership, d/b/a Verizon Wireless and Horvath Communications are filing an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located on the north side of KY-11 / Mount Sterling Road near the intersection with Old KY 11 / Tilton Road, Flemingsburg, KY 41041 (North Latitude: (38° 20' 33.20", West Longitude 83° 46' 10.46"). The proposed facility will include a 260-foot tall antenna tower, plus a 10-foot lightning arrester and related ground facilities. Site name is Tilton. 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 2024-00132 in any correspondence sent in connection with this matter.

We have attached a map showing the site location for the proposed tower. Verizon Wireless' 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,
Russell L. Brown

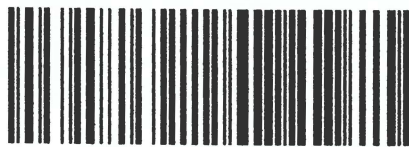
Attorney for Applicant
RLB/mnw
Enclosures

Location Map



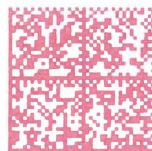
CERTIFIED MAIL™

ClarkQuinn
Clark, Quinn, Moses, Scott & Grahn, LLP



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FIRST-CLASS



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02 7H
0006035028 APR 30 2024

John Sims Jr., Judge Executive
100 Court Square
Flemingsburg, KY 41041

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

John Sims Jr., Judge Executive
100 Court Square
Flemingsburg, KY 41041



9590 9402 8749 3310 9190 75

2. Article Number (Transfer from service label)

7012 0470 0001 8048 4248

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Miranda Attala* Agent Addressee

B. Received by (Printed Name)

Miranda Attala

C. Date of Delivery

5/3/24

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery
- Mail Restricted Delivery (0)

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

SITE NAME: TILTON 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.

Tower Ventures and Cellco Partnership, d/b/a Verizon Wireless proposes to construct a telecommunications **tower** on this site. If you have questions, please contact Clark, Quinn, Moses, Scott & Grahn, LLP, 320 N. Meridian Street, Indianapolis, IN 46204; 317-637-1321, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2024-00132 in your correspondence.

Tower Ventures and Cellco Partnership, d/b/a Verizon Wireless proposes to construct a telecommunications **tower** on this site. If you have questions, please contact Clark, Quinn, Moses, Scott & Grahn, LLP, 320 N. Meridian Street, Indianapolis, IN 46204; 317-637-1321, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2024-00132 in your correspondence.



Robert B. Scott
Charles R. Grahn
Frank D. Otte*
John "Bart" Herriman
William W. Gooden**
Michael P. Maxwell
Russell L. Brown**†
Jennifer F. Perry
Keith L. Beall
N. Davey Neal
Travis W. Cohron
Maggie L. Sadler
Kristin A. McIlwain
Olivia A. Hess

VIA EMAIL: petrea@kynewsgroup.com

Land Use Consultant
Elizabeth Bentz Williams, AICP

Flemingsburg Gazette
115 S. Main Cross St.
Flemingsburg, KY 41041

*Also admitted in Montana
†Also admitted in Kentucky
**

Registered Civil Mediator

RE: Legal Notice Advertisement
Site Name: Tilton

To Whom It May Concern,

Please publish the following legal notice advertisement in the next available edition of the Flemingsburg Gazette, serving Fleming County:

NOTICE

Cellco Partnership, d/b/a Verizon Wireless and Horvath Communications are filing an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on the north side of KY-11 / Mount Sterling Road near the intersection with Old KY 11 / Tilton Road, Flemingsburg, KY 41041 (North Latitude: (38° 20' 33.20", West Longitude 83° 46' 10.46"). The proposed facility will include a 260-foot tall antenna tower, plus a 10-foot lightning arrestor and related ground facilities. Site name is Tilton. 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 2024-00132 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 Clark, Quinn, Moses, Scott & Grahn, LLC, 320 N. Meridian Street, Indianapolis, IN 46204 or by email to ebw@clarkquinnlaw.com. Please call me on my cell with any questions at 317-902-2187 if you have any questions. Thank you for your assistance.

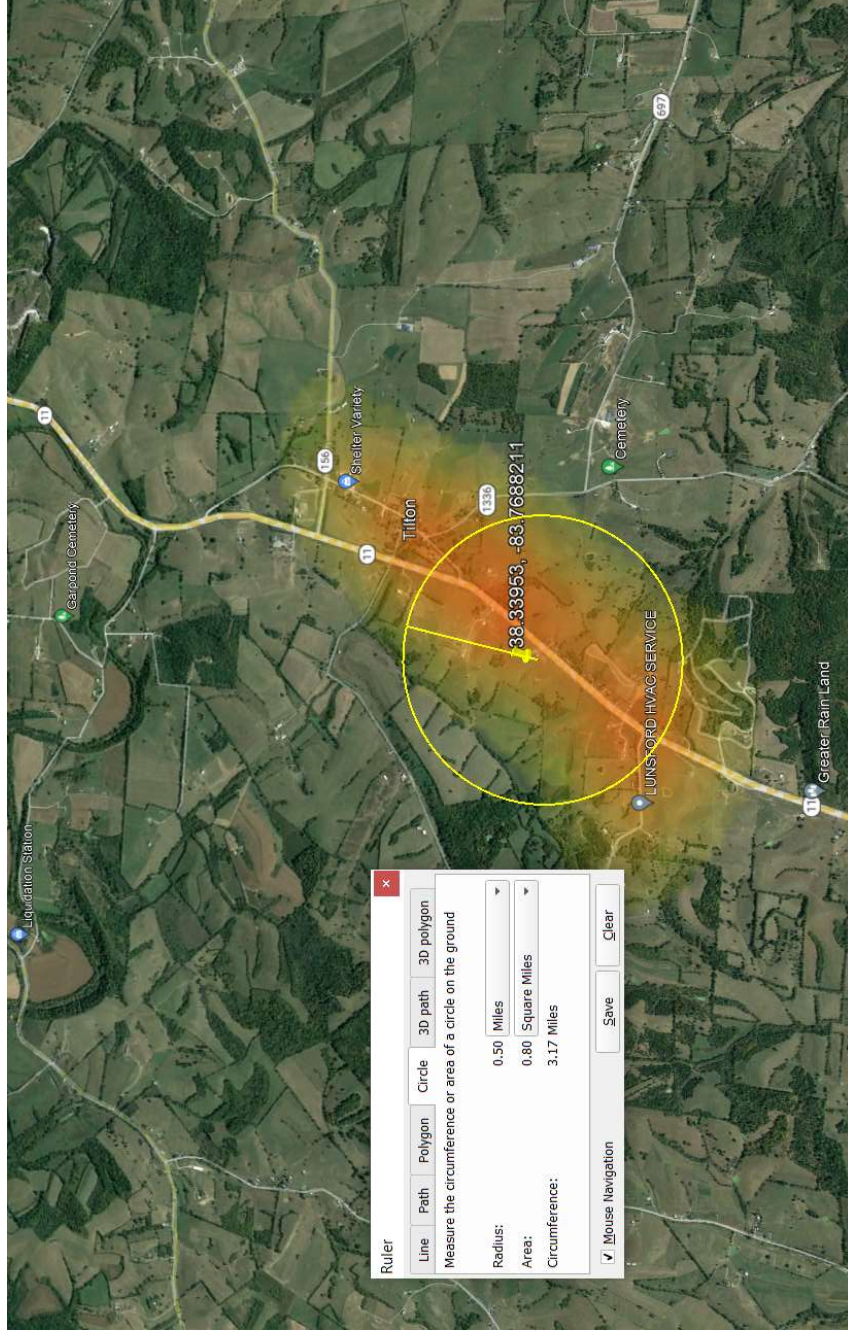
Sincerely,

A handwritten signature in cursive script that reads 'Elizabeth Bentz Williams'.

Elizabeth Bentz Williams, AICP

LV Tilton New Build

SARF	Details
Atoll Market	Louisville
SR Name	LV Tilton New Build
Granite Locale	INDIANA
Address	6473 MT STERLING RD
City	FLEMINGSBU RG
State	KENTUCKY
County	Fleming
ZIP	41041
Latitude	38.33953
Longitude	-83.7688211
Radius (mi)	0.5
Center Line (ft)	250
# Sectors	3



Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.



February, 27th, 2024

RE: Proposed Cellco Partnership d/b/a Verizon Wireless Communications
Facility Site Name: LV Tilton
Type of Tower: 260ft. Self-Support
Location: 6196 MT Sterling Road

To Whom It May Concern:

As a radio frequency engineer for Verizon Wireless, I am providing this letter to state the need for a Verizon Wireless site called, LV Tilton.

The LV Tilton site is proposed with the below objectives:

1. To offload existing traffic of existing Verizon sites in this area.
2. To improve cellular service in Tilton and along Kentucky Route 11.

Currently the area is experiencing poor service and a high demand for wireless high-speed data. This tower is needed to provide all Verizon customers in the area with the best experience on their wireless devices.

Raw Land – Design plans for a new tower would provide overall tower height of 260' with a Verizon Wireless Centerline of 260. The new structure height was decided upon to best offload traffic from the nearby existing Verizon sites while providing a noticeably larger coverage area for customers. If we are limited to building a structure less than the proposed height, another tower would be needed in the vicinity in the near future. In addition, building a structure that is too short can cause existing taller sites to cover over the proposed site and building a site that is too tall can cause the proposed site to shoot over existing sites. Both situations create a poor experience from a user perspective. The new structure is proposed to be placed near the center of the problem area. The new tower design solves the stated objectives.

Verizon Wireless cares about the communities as well as the environment and prefers to collocate on existing structures when available. Verizon Wireless is currently collocated on many existing structures in the area. We prefer collocation due to reduced construction costs, faster deployment, and environment protection. However, Verizon Wireless was unable to find a suitable structure within the center of demand area to collocate the proposed LV Tilton site.

Kathryn M. Stopher
#YNP3629
Exp. 4-1-2024



Verizon Wireless design engineers establish search area criteria in order to effectively meet coverage objectives as well as offload existing Verizon cell sites. When met, the criterion also reduces the need for a new site to cover the area in the immediate future. Each cellular site covers a limited area, depending on site configuration and the surrounding terrain. Cell sites are built in an interconnected network; which means each cell site must be located so that their respective coverage areas are contiguous. This provides uninterrupted communications throughout the coverage area.

Since collocation is generally the most cost-effective means for prompt deployment of new facilities, Verizon Wireless makes every effort to investigate the feasibility for using existing towers or other tall structures for collocation when designing a new site or system expansion. However, collocation on an existing tower or tall structure is not always feasible due to location of existing cell sites. Cell sites are placed in a way so they provide smooth hand off to each other and are placed at some distance from each other to eliminate too much overlap. Too much overlap may result in a waste of resources and raise a system capacity overload concern.

This cell site has been designed, and shall be constructed and operated in a manner that satisfies regulations and requirements of all applicable governmental agencies that have been charged with regulating tower specifications, operation, construction, and placement, including the FAA and FCC.

Sincerely,

Zachary Parsons
RF Engineer

Verizon Wireless

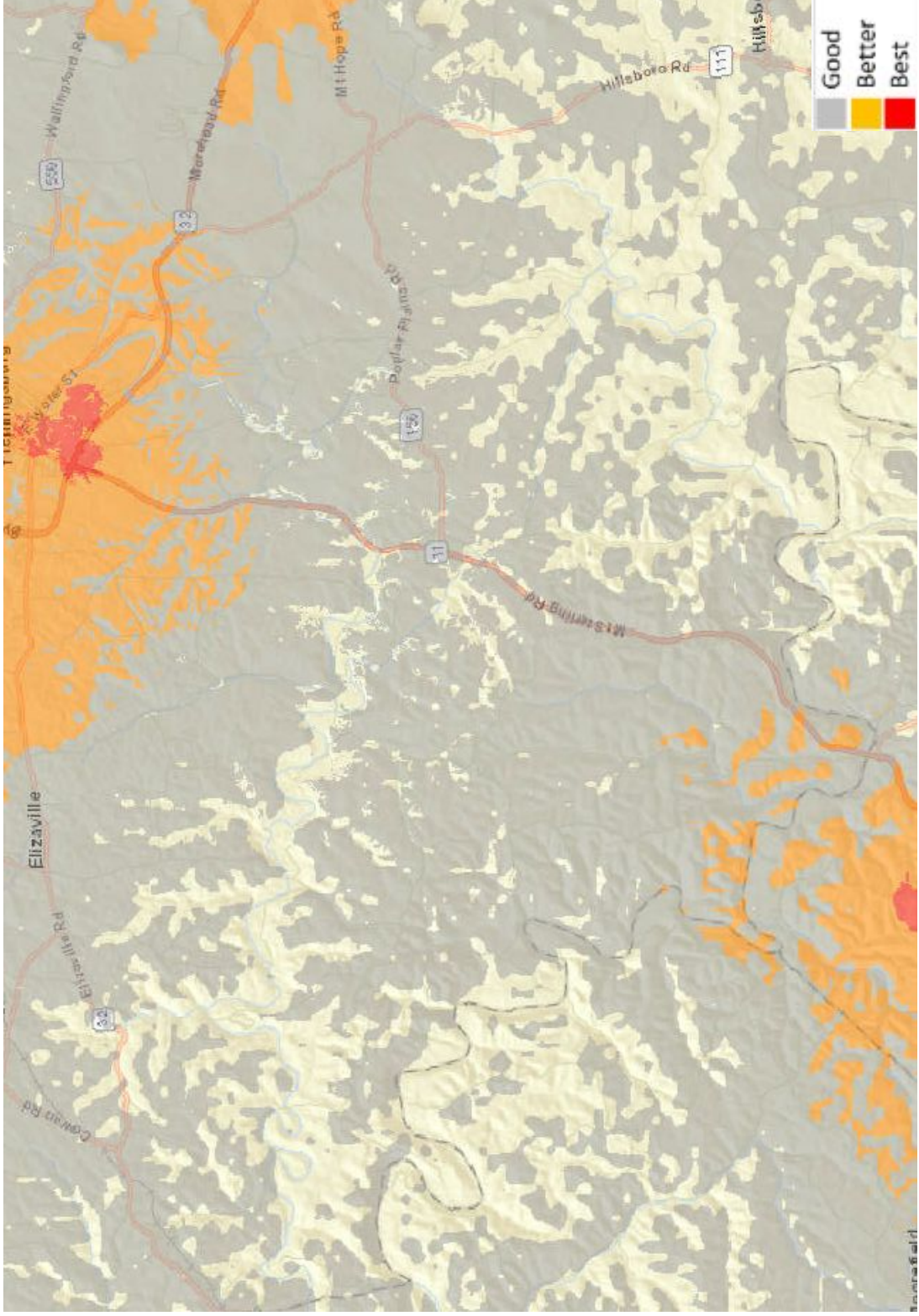
Kathryn M. Stepha
KYNP31629
Exp. 4-1-2024

LV Tilton

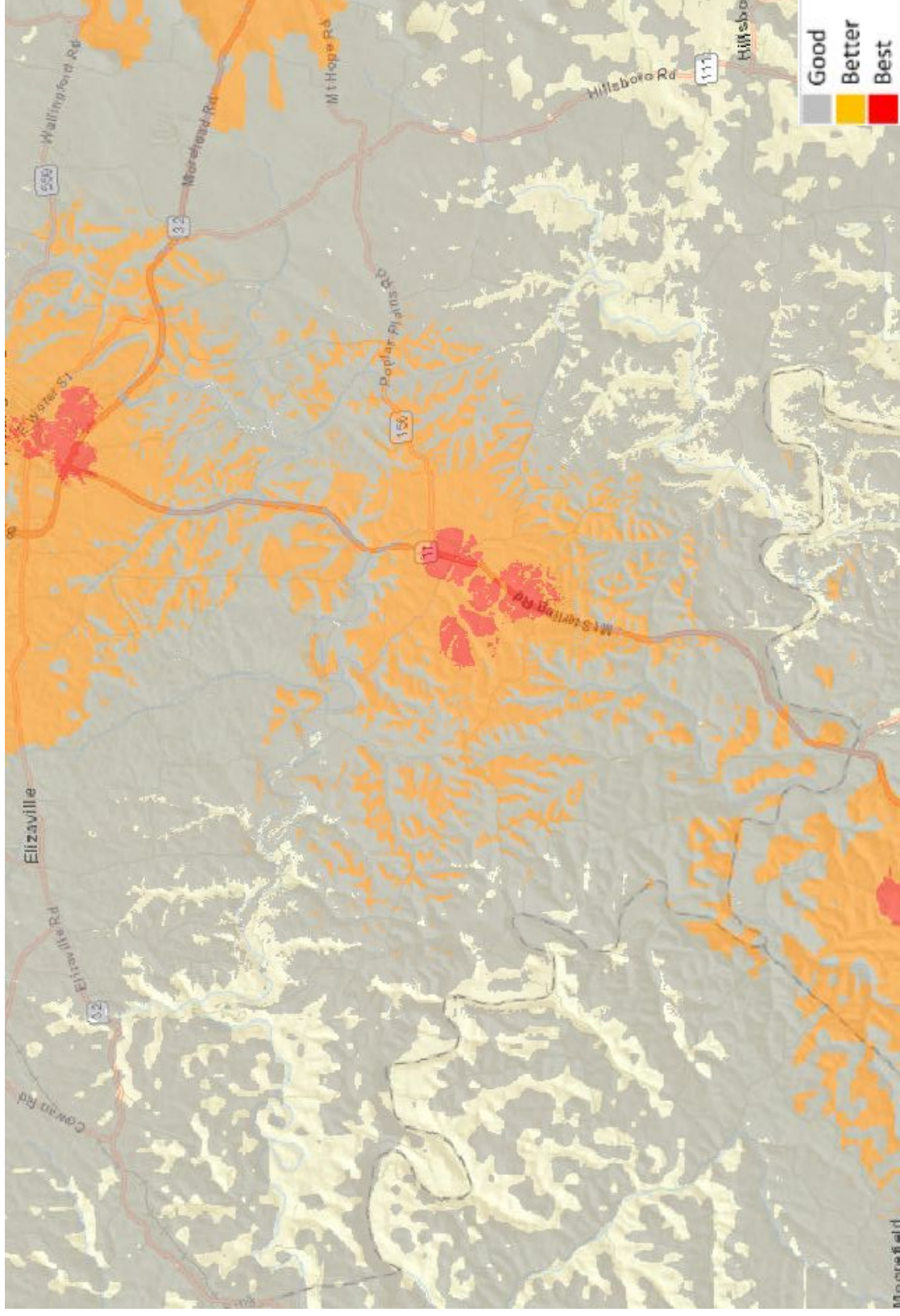


Confidential and proprietary materials for authorized Verizon personnel and outside agencies only. Use, disclosure or distribution of this material is not permitted to any unauthorized persons or third parties except by written agreement.

Current Coverage - without proposed site LV Tilton



Coverage - with proposed site LV Tilton



Confidential and proprietary materials for authorized Verizon personnel and outside agencies only. Use, disclosure or distribution of this material is not permitted to any unauthorized persons or third parties except by written agreement.

Exhibit S
List and Identity and Qualifications of Professionals

Stephen E. Hont
Professional Engineer
Kentucky License 25003
TeleCad Communications
1961 Northpoint Blvd. Suite 130
Hixson, TX, 37343

Travis L. Shields
Professional Land Surveyor
Kentucky License 4246
The Land Consultants, LLC
5449 Highway 41
Jasper, TN 37347

Trena Prewitt
Construction Manager
2307 Edison Rd.
South Bend, IN. 46615

Zachary Parsons
RF Engineer
Verizon Wireless
2421 Holloway Road
Louisville, KY 40299

