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

In the Matter of:

THE APPLICATION OF )  
NEW CINGULAR WIRELESS PCS, LLC, )  
A DELAWARE LIMITED LIABILITY COMPANY, )  
D/B/A AT&T MOBILITY )  
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC ) CASE NO.: 2019-00090  
CONVENIENCE AND NECESSITY TO CONSTRUCT )  
A WIRELESS COMMUNICATIONS FACILITY )  
IN THE COMMONWEALTH OF KENTUCKY )  
IN THE COUNTY OF WHITLEY )

SITE NAME: SAYBROOK

\* \* \* \* \*

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

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

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

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

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

3. The Certificate of Authority filed with the Kentucky Secretary of State for the Applicant entity was attached to a prior application and is part of the case record for PSC case number 2011-00473 and is hereby incorporated by reference.

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

5. The public convenience and necessity require the construction of the proposed WCF. The construction of the WCF will bring or improve the Applicant's services to an area currently not served or not adequately served by the Applicant by increasing coverage or capacity and thereby enhancing the public's access to innovative and competitive wireless communications services. The WCF will provide a necessary link in the Applicant's communications network that is designed to meet the increasing demands



for wireless services in Kentucky's wireless communications service area. The WCF is an integral link in the Applicant's network design that must be in place to provide adequate coverage to the service area.

6. To address the above-described service needs, Applicant proposes to construct a WCF at 15582 East Highway 92, Siler, KY 40763 (36° 42' 07.59" North latitude, 83° 57' 35.96" West longitude), on a parcel of land located entirely within the county referenced in the caption of this Application. The property on which the WCF will be located is owned by Michael Ray and Evan Partin pursuant to a deed recorded at Deed Book 486, Page 116 in the office of the County Clerk. Access will run across a parcel owned by Michael Ray and Evan Partin pursuant to a deed recorded at Deed Book 484, Page 544 in the office of the County Clerk. The proposed WCF will consist of a 255-foot tall tower, with an approximately 15-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 Applicant's radio electronics equipment and appurtenant equipment. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as **Exhibit B** and **Exhibit C**.

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

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 Applicant has also been included as part of **Exhibit B**.

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

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

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

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

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

this WCF site are included as part of this exhibit.

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. The tower and foundation drawings for the proposed tower submitted as part of **Exhibit C** bear the signature and stamp of a professional engineer registered in the Commonwealth of Kentucky. All tower designs meet or exceed the minimum requirements of applicable laws and regulations.

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

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

19. **Exhibit B** includes a map drawn to an appropriate scale that shows the location of the proposed tower and identifies every owner of real estate within 500 feet of the proposed tower (according to the records maintained by the County Property Valuation Administrator). Every structure and every easement within 500 feet of the proposed tower or within 200 feet of the access road including intersection with the public street system is

illustrated in **Exhibit B**.

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

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

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**. A legal notice advertisement regarding the location of the proposed facility has been published in a newspaper of general circulation in the county in which the WCF is proposed to be located. A copy of the newspaper legal notice advertisement is attached

as part of **Exhibit M**.

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

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

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

program, AT&T is aggressively deploying WLL service infrastructure to bring expanded internet access to residential and business customers in rural and other underserved areas. WLL will support internet access at the high speeds required to use and enjoy the most current business, education and entertainment technologies. Broadband service via WLL will be delivered from the tower to a dedicated antenna located at the home or business receiving service and will support downloads at 10 Mbps and uploads at 1 Mbps.

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

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

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

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

Respectfully submitted,



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

## **LIST OF EXHIBITS**

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



**EXHIBIT A**  
**FCC LICENSE DOCUMENTATION**

**REFERENCE COPY**

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



**Federal Communications Commission  
Wireless Telecommunications Bureau**

**RADIO STATION AUTHORIZATION**

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

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

FCC Registration Number (FRN): 0003291192

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

**Site Information:**

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

**Antenna: 1**

Maximum Transmitting ERP in Watts: 140.820

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

**Antenna: 2**

Maximum Transmitting ERP in Watts: 140.820

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

**Antenna: 3**

Maximum Transmitting ERP in Watts: 140.820

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

**Conditions:**

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN673

File Number:

Print Date:

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

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

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

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

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

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

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

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

Address: 21834 HIGHWAY 160 (76432)

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

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

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

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

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

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

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

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

Address: 895 WAGON WHEEL ROAD (76433)

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

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

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



Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN673

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
13	36-40-53.1 N	084-08-46.5 W	446.2	58.8	
Address: 895 WAGON WHEEL ROAD (76433)					
City: WILLIAMSBURG County: WHITLEY State: KY Construction Deadline:					

**Antenna: 2**

Maximum Transmitting ERP in Watts: 140.820

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

**Antenna: 3**

Maximum Transmitting ERP in Watts: 140.820

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

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
16	36-50-41.4 N	084-09-27.9 W	410.0	97.8	1204258
Address: 4499 HIGHWAY 511 (64046)					
City: Rockholds County: WHITLEY State: KY Construction Deadline: 02-23-2013					

**Antenna: 1**

Maximum Transmitting ERP in Watts: 140.820

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

**Antenna: 2**

Maximum Transmitting ERP in Watts: 140.820

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

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
17	37-09-19.2 N	083-26-33.1 W	516.6	98.1	1043811
Address: 2255 DAVIDSON FORK ROAD (76424)					
City: THOUSAND STICKS County: LESLIE State: KY Construction Deadline: 02-23-2013					

**Antenna: 1**

Maximum Transmitting ERP in Watts: 140.820

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

**Antenna: 2**

Maximum Transmitting ERP in Watts: 140.820

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN673

File Number:

Print Date:

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

Address: 2255 DAVIDSON FORK ROAD (76424)

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

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

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

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

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

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

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

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

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

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

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

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

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

Address: 3017 NORTH US HIGHWAY 421 (76355)

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

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

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

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

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



Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN673

File Number:

Print Date:

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

Address: 3017 NORTH US HIGHWAY 421 (76355)

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

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

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

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

Address: Bear Creek Rd (87003)

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

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

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

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

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

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

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

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

Address: LUCAS ROAD ON TOP OF HILL (76428)

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

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

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

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN673

File Number:

Print Date:

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

Address: LUCAS ROAD ON TOP OF HILL (76428)

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

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

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

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

Address: 3700 WATTS CREEK TOWER ROAD (76431)

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

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

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

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

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

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

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

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

Address: 131 AMESBURY STREET (76438)

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

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

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

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN673

File Number:

Print Date:

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

Address: 131 AMESBURY STREET (76438)  
City: MIDDLESBORO County: BELL State: KY Construction Deadline:

**Antenna: 3**

Maximum Transmitting ERP in Watts: 140.820

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

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

Address: RURAL ROUTE 1 BOX 109 (76441)  
City: PINEVILLE County: BELL State: KY Construction Deadline:

**Antenna: 1**

Maximum Transmitting ERP in Watts: 140.820

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

**Antenna: 2**

Maximum Transmitting ERP in Watts: 140.820

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

**Control Points:**

**Control Pt. No. 1**

Address: 1650 LYNDON FARMS COURT

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

**Waivers/Conditions:**

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

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



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

**Call Sign:** KNKN673

**File Number:**

**Print Date:**

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

**REFERENCE COPY**

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



# **Federal Communications Commission**

## **Wireless Telecommunications Bureau**

### **RADIO STATION AUTHORIZATION**

**LICENSEE:** NEW CINGULAR WIRELESS PCS, LLC

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

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

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

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

#### **Waivers/Conditions:**

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

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

#### **Conditions:**

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

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

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

**Call Sign:** WPOI255

**File Number:**

**Print Date:**

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

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

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

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

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

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

**Call Sign:** WPOI255

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

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

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

<b>Call Sign</b> WQGA824	<b>File Number</b>
<b>Radio Service</b> AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 11-29-2006	<b>Effective Date</b> 08-31-2018	<b>Expiration Date</b> 11-29-2021	<b>Print Date</b>
<b>Market Number</b> CMA453	<b>Channel Block</b> A	<b>Sub-Market Designator</b> 0	
<b>Market Name</b> Kentucky 11 - Clay			
<b>1st Build-out Date</b>	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

**Waivers/Conditions:**

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

**Conditions:**

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

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

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

**Call Sign:** WQGA824

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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**REFERENCE COPY**

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# Federal Communications Commission

## Wireless Telecommunications Bureau

### RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

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

FCC Registration Number (FRN): 0003291192

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

#### Waivers/Conditions:

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

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

#### Conditions:

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

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

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

**Call Sign:** WQGD755

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

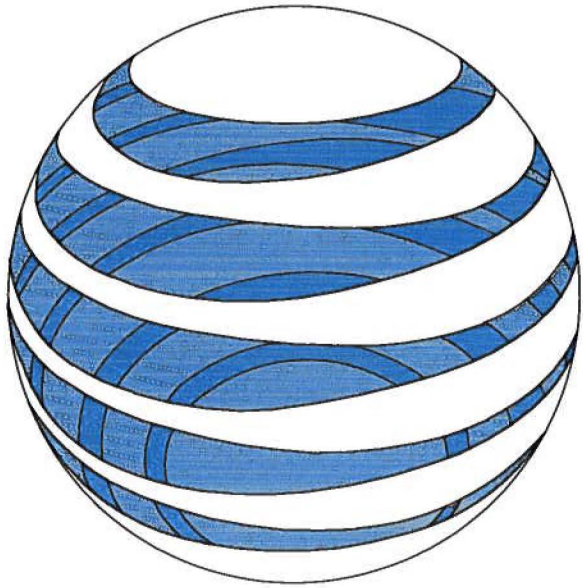
<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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**EXHIBIT B**

**SITE DEVELOPMENT PLAN:**

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

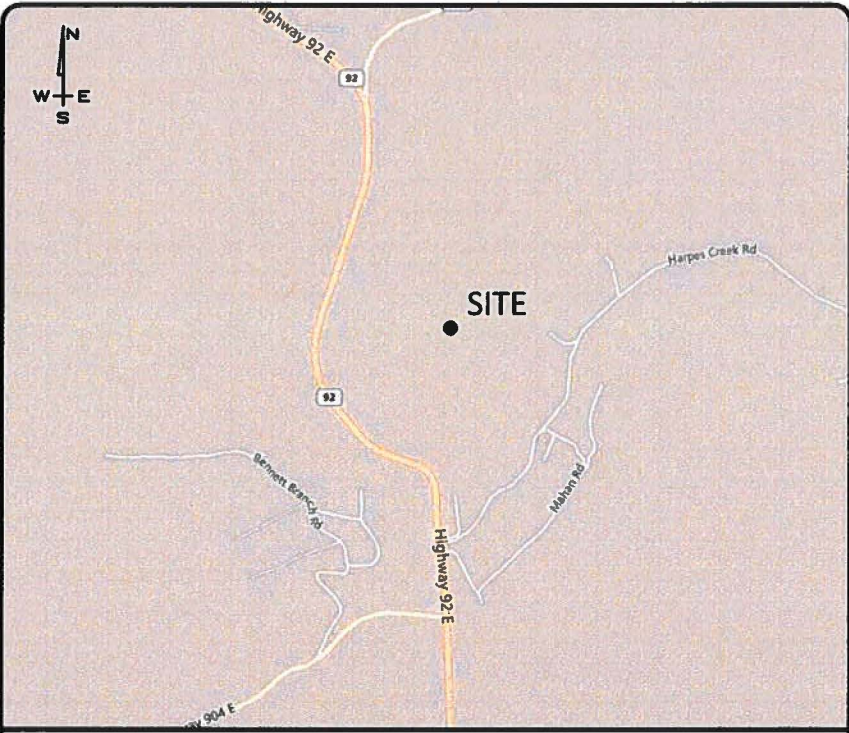


at&t

SITE NAME:  
**SAYBROOK**

FA NUMBER:  
**13800699**

NEW RAW LAND SITE WITH 255' SELF-SUPPORT TOWER W/ 15' LIGHTNING  
ARRESTOR AND INSTALLATION OF A CELLXION 8'-0" X 8'-0" SHELTER AND  
GENERAC 30KW GENERATOR ON A 10'-0" X 16'-8" CONCRETE FOUNDATION



VICINITY MAP

SCALE: NONE

DRIVE DIRECTIONS		
FROM WHITLEY COUNTY CLERK, 200 MAIN STREET, WILLIAMSBURG, KY, 40769:		
HEAD SOUTHWEST ON MAIN ST TOWARD N 3RD ST	177 FEET	
TURN LEFT ONTO S 3RD ST	282 FEET	
TURN LEFT AT THE 1ST CROSS STREET ONTO CUMBERLAND AVE	0.2 MILES	
TURN RIGHT ONTO HWY 25 S	0.8 MILES	
TURN LEFT ONTO KY-92 E	15.8 MILES	
ARRIVE AT SITE, ON THE LEFT		

SCOPE OF WORK:	
ZONING DRAWINGS FOR: CONSTRUCTION OF A NEW UNMANNED TELECOMMUNICATIONS FACILITY.	
SITE WORK: NEW TOWER, UNMANNED SHELTER WITH GENERATOR ON A CONCRETE FOUNDATION, AND UTILITY INSTALLATIONS.	

PROJECT INFORMATION	
COUNTY:	WHITLEY
SITE ADDRESS:	15582 EAST HIGHWAY 92 SILER, KY 40763
APPLICANT:	NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, D/B/A AT&T MOBILITY MEIDINGER TOWER 462 S. 4TH STREET, SUITE 2400 LOUISVILLE, KY 40202
LATITUDE:	36° 42' 07.59"
LONGITUDE:	83° 57' 35.96"

Know what's below.  
Call before you dig.  
Call Monday thru Friday - 7 am. to 6 pm.  
**1-800-752-6007**

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

SHEET INDEX	
T-1	TITLE SHEET & PROJECT INFORMATION
<b>SURVEY:</b>	
B-1	SITE SURVEY
B-1.1	SITE SURVEY
B-1.2	SITE SURVEY
B-1.3	SITE SURVEY
B-2	500' RADIUS AND ABUTTERS MAP
<b>CIVIL:</b>	
C-1	OVERALL SITE LAYOUT
C-2	OVERALL SITE LAYOUT -CONT'D
C-3	ENLARGED COMPOUND LAYOUT
C-4	TOWER ELEVATION

CONTACT INFORMATION	
<b>FIRE DEPARTMENT</b> PATTERSON CREEK VOLUNTEER FIRE AND RESCUE PHONE: (606) 549-5314	
<b>POLICE DEPARTMENT</b> WHITLEY COUNTY SHERIFF DEPARTMENT PHONE: (606) 549-6006	
<b>ELECTRIC COMPANY</b> CUMBERLAND VALLEY ELECTRIC PHONE: (606) 528-2677	
<b>TELEPHONE COMPANY</b> AT&T PHONE: (606) 523-1888	

BUILDING CODES AND STANDARDS	
CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION FOR THE LOCATION.	
<ul style="list-style-type: none"><li>CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:</li><li>AMERICAN CONCRETE INSTITUTE 318</li><li>AMERICAN INSTITUTE OF STEEL CONSTRUCTION MANUAL OF STEEL CONSTRUCTION</li><li>TELECOMMUNICATIONS INDUSTRY ASSOCIATION TIA-222</li><li>STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND SUPPORTING STRUCTURES TIA-601</li><li>COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS</li><li>INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS IEEE-81, IEEE 1100, IEEE C62.41</li><li>ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM, ENVIRONMENTAL PROTECTION</li><li>2014 KBC</li><li>2014 NEC</li></ul>	
FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN.	

PREPARED BY:

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

PREPARED FOR:

PREPARED FOR:

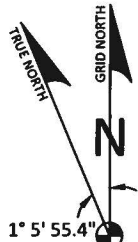
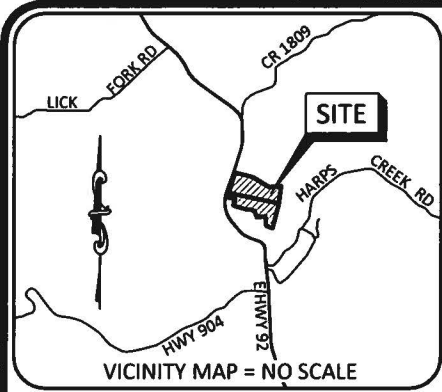
3/14/2019

EN PERMIT: 3594

ZONING DRAWINGS		
REV	DATE	DESCRIPTION
A	3.8.19	ISSUED FOR REVIEW
0	3.14.19	ISSUED AS FINAL

SITE INFORMATION:	
<b>SAYBROOK</b>	
15582 EAST HIGHWAY 92 SILER, KY 40763	
WHITLEY COUNTY	
FA NUMBER: 13800699	
POD NUMBER:	18-29293
DRAWN BY:	JER
CHECKED BY:	MEP
DATE:	3.8.19
SHEET TITLE:	
<b>TITLE SHEET &amp; PROJECT INFORMATION</b>	
SHEET NUMBER:	
<b>T-1</b>	





BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON DECEMBER 28, 2018

PARCEL ID: 210-00-00-030.03  
UNITED STATES POSTAL SERVICE

PARCEL ID: 210-00-00-031.01  
EDDIE & CAROLYN MIRACLE  
BOOK 470, PAGE 650



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

LAND SURVEYOR'S CERTIFICATE

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

Mark Patterson  
MARK PATTERSON, PLS #3136

3/14/2019

DATE



LEGEND

- EX. UTILITY POLE
- SPC STATE PLANE COORDINATE
- EOP EDGE OF PAVEMENT
- ROW RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- OHE OVERHEAD ELECTRIC
- EX. OVERHEAD ELECTRIC
- EX. FENCE
- SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136"
- PROPERTY LINE
- ADJACENT PROPERTY LINE

0' 150' 300'  
1 INCH = 150 FEET

PARCEL ID: 210-00-00-030.00  
MICHAEL RAY & EVA PARTIN  
BOOK 486, PAGE 116

KY SPC SINGLE ZONE  
N: 3,420,353.698  
E: 5,444,766.697

PARCEL ID: 210-00-00-030.02  
MICHAEL RAY & EVA PARTIN  
BOOK 357, PAGE 13

PARCEL ID: 210-00-00-031.00  
MICHAEL RAY & EVA PARTIN  
BOOK 478, PAGE 694

FAA COORDINATE POINT  
NAD 83  
LATITUDE: 36°42'07.59"  
LONGITUDE: 83°57'35.96"  
NAVD 88  
ELEVATION: 1347'± AMSL  
NORTHING: 3420150.958  
EASTING: 5446050.726

TEMPORARY BENCHMARK  
NORTHING: 3419980.392  
EASTING: 5446051.714  
ELEVATION: 1340.35'  
LOCATION: SET 60D NAIL  
S18°09"W 114.7'± FROM THE  
SOUTHWEST CORNER OF THE  
PROPOSED LEASE AREA

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

PARCEL ID: 210-00-00-029.00  
A. J. FERGUSON

KY SPC SINGLE ZONE  
N: 3,420,212.540  
E: 5,446,085.477

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

P.O.B.  
LEASE AREA  
ACCESS & UTIL. ESMT.  
KY SPC SINGLE ZONE  
N: 3,420,089.376  
E: 5,446,015.975

PROPOSED 30' / VARIABLE WIDTH  
ACCESS & UTILITY EASEMENT  
(81,784.436 S.F.)  
SEE SHEETS B-1.1 & B-1.2 FOR DETAIL

PARCEL ID: 210-00-00-030.01  
MICHAEL RAY & EVA PARTIN  
BOOK 484, PAGE 544

PARCEL ID: 210-00-00-032.00  
VICKIE LAMBDIN  
BOOK 290, PAGE 195

PARCEL ID: 210-00-00-033.00  
ELLEN ROSE  
BOOK 127, PAGE 81

GENERAL NOTES

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

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A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.06', FOR A PRECISION OF 1:32,130 AND HAS NOT BEEN ADJUSTED.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA, AND THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE X, PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21235C0255E, DATED 03/16/2015.



SURVEY

REV.	DATE	DESCRIPTION
A	1.14.19	PRELIM ISSUE w TITLE
0	2.1.19	ISSUED AS FINAL

SITE INFORMATION:

**SAYBROOK**  
15582 EAST HIGHWAY 92  
SILER, KY 40763  
WHITLEY COUNTY

TAX PARCEL NUMBER:

210-00-00-030.00  
210-00-00-030.01

PROPERTY OWNER:

MICHAEL RAY & EVA PARTIN  
P O BOX 692  
SILER, KY 40763

SOURCE OF TITLE:

BOOK 486, PAGE 116  
BOOK 484, PAGE 544

SITE NUMBER:

KYL06088

POD NUMBER: 18-29289  
DRAWN BY: CPM  
CHECKED BY: MEP  
SURVEY DATE: 12.28.18  
PLAT DATE: 1.14.19

SHEET TITLE:

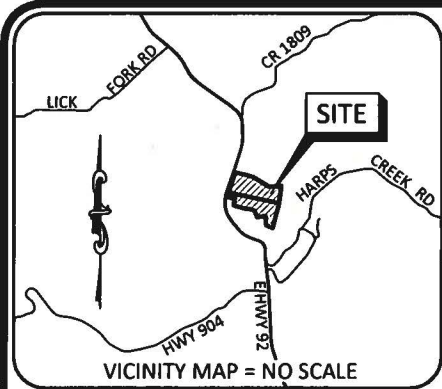
**SITE SURVEY**

THIS DOES NOT REPRESENT A  
BOUNDARY SURVEY OF THE  
PARENT PARCEL

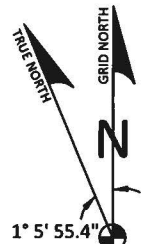
SHEET NUMBER: (4 pages)

**B-1**





VICINITY MAP - NO SCALE



BASED ON KENTUCKY STATE PLANE  
SINGLE ZONE AND DETERMINED BY  
GPS OBSERVATIONS COMPLETED ON  
DECEMBER 28, 2018

PARCEL ID: 210-00-00-030.01  
MICHAEL RAY & EVA PARTIN  
BOOK 484, PAGE 544

PARCEL ID: 210-00-00-030.01  
MICHAEL RAY & EVA PARTIN  
BOOK 484, PAGE 544

PARCEL ID: 210-00-00-032.00  
VICKIE LAMBDIN  
BOOK 290, PAGE 195

#### GENERAL NOTES

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#### FAA COORDINATE POINT

NAD 83  
LATITUDE: 36°42'07.59"  
LONGITUDE: 83°57'35.96"  
NAVD 88  
ELEVATION: 1347± AMSL  
NORTHING: 3420150.958  
EASTING: 5446050.726

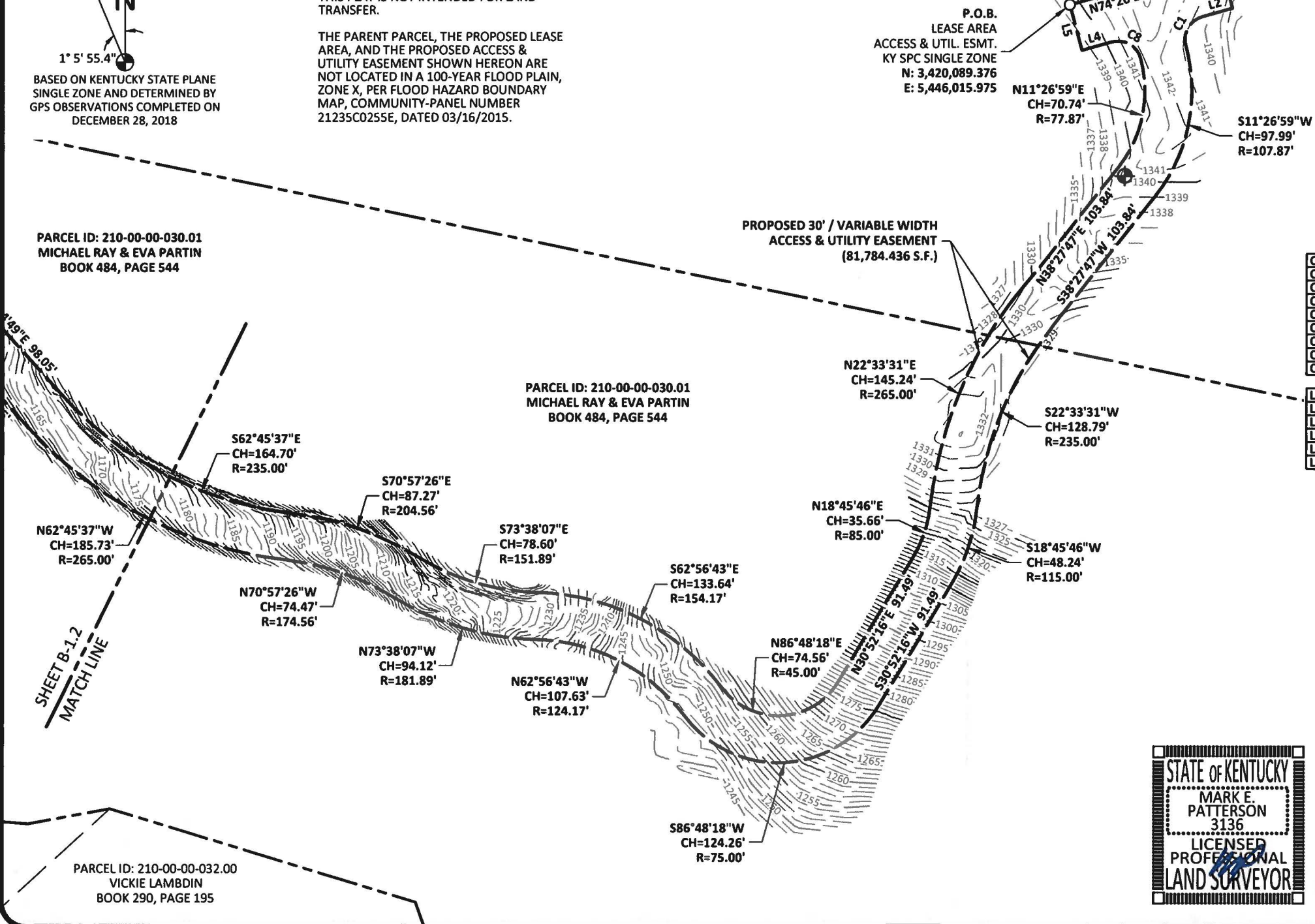


#### TEMPORARY BENCHMARK

NORTHING: 3419980.392  
EASTING: 5446051.714  
ELEVATION: 1340.35'  
LOCATION: SET 60D NAIL  
S18°09"W 114.7'± FROM THE  
SOUTHWEST CORNER OF THE  
PROPOSED LEASE AREA

#### GLOBAL POSITIONING SYSTEMS NOTE

1. RANDOM TRAVERSE POINTS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
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3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.



KY SPC SINGLE ZONE  
N: 3,420,212.540  
E: 5,446,085.477

P.O.B.  
LEASE AREA  
ACCESS & UTIL. ESMT.  
KY SPC SINGLE ZONE  
N: 3,420,089.376  
E: 5,446,015.975

PARCEL ID: 210-00-00-030.00  
MICHAEL RAY & EVA PARTIN  
BOOK 486, PAGE 116

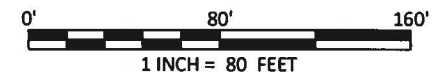
CURVE	CHORD BEARING	CHORD LENGTH	RADIUS
C1	S29°26'11"W	21.21'	15.00'
C2	S53°35'32"W	69.64'	35.00'
C3	N05°41'18"W	40.31'	35.00'
C4	N55°43'23"W	17.97'	35.00'
C5	S55°43'23"E	33.37'	65.00'
C6	S05°41'18"E	74.86'	65.00'
C7	N62°24'40"E	67.91'	35.00'
C8	N60°33'49"W	21.21'	15.00'

LINE	BEARING	DISTANCE
L1	S15°33'49"E	30.00'
L2	S74°26'11"W	20.00'
L3	N17°16'39"E	30.02'
L4	S74°26'11"W	20.00'
L5	N15°33'49"W	30.00'

#### LEGEND

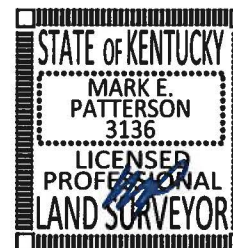
P.O.B. POINT OF BEGINNING  
SPC STATE PLANE COORDINATE

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



#### LAND SURVEYOR'S CERTIFICATE

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



Mark Patterson  
MARK PATTERSON, PLS #3136

3/14/2019  
DATE

PREPARED BY:



PREPARED FOR:



PREPARED FOR:



#### SURVEY

REV.	DATE	DESCRIPTION
A	1.14.19	PRELIM ISSUE w TITLE
0	2.1.19	ISSUED AS FINAL

#### SITE INFORMATION:

**SAYBROOK**  
15582 EAST HIGHWAY 92  
SILER, KY 40763  
WHITLEY COUNTY

#### TAX PARCEL NUMBER:

210-00-00-030.00  
210-00-00-030.01

#### PROPERTY OWNER:

MICHAEL RAY & EVA PARTIN  
P O BOX 692  
SILER, KY 40763

#### SOURCE OF TITLE:

BOOK 486, PAGE 116  
BOOK 484, PAGE 544

#### SITE NUMBER:

KYL06088

POD NUMBER: 18-29289  
DRAWN BY: CPM  
CHECKED BY: MEP  
SURVEY DATE: 12.28.18  
PLAT DATE: 1.14.19

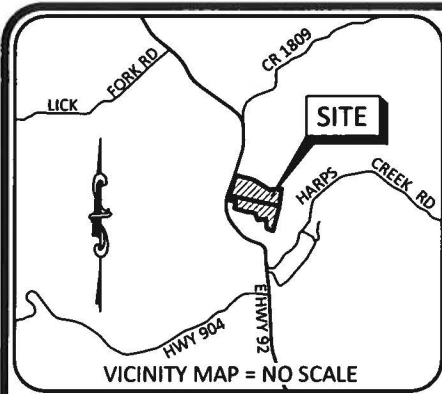
#### SHEET TITLE:

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

SHEET NUMBER: (4 pages)

**B-1.1**





TRUE NORTH  
GRID NORTH  
1° 5' 55.4"

BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON DECEMBER 28, 2018

LEGEND

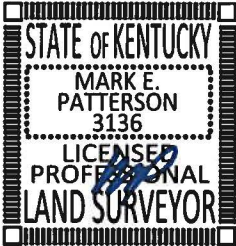
- EX. UTILITY POLE
  - SPC STATE PLANE COORDINATE
  - EOP EDGE OF PAVEMENT
  - ROW RIGHT OF WAY
  - P.O.B. POINT OF BEGINNING
  - OHE EX. OVERHEAD ELECTRIC
  - X EX. FENCE
  - SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136"
  - PROPERTY LINE
  - ADJACENT PROPERTY LINE
- 0' 80' 160'
- 1 INCH = 80 FEET

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Mark Patterson  
MARK PATTERSON, PLS #3136

3/14/2019  
DATE



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L3	N17°16'39"E	30.02'
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TEMPORARY BENCHMARK  
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ELEVATION: 1340.35'  
LOCATION: SET 60D NAIL  
S18°09"W 114.7'± FROM THE  
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- THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.04' TO 0.07' HORIZONTALLY.
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PARCEL ID: 210-00-00-030.00  
MICHAEL RAY & EVA PARTIN  
BOOK 486, PAGE 116

GENERAL NOTES

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A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.06', FOR A PRECISION OF 1:32,130 AND HAS NOT BEEN ADJUSTED.

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THE PARENT PARCEL, THE PROPOSED LEASE AREA, AND THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE X, PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21235C0255E, DATED 03/16/2015.

PREPARED BY:



PREPARED FOR:



PREPARED FOR:



SURVEY

REV.	DATE	DESCRIPTION
A	1.14.19	PRELIM ISSUE w TITLE
0	2.1.19	ISSUED AS FINAL

SITE INFORMATION:

**SAYBROOK**  
15582 EAST HIGHWAY 92  
SILER, KY 40763  
WHITLEY COUNTY

TAX PARCEL NUMBER:

210-00-00-030.00  
210-00-00-030.01

PROPERTY OWNER:

MICHAEL RAY & EVA PARTIN  
P O BOX 692  
SILER, KY 40763

SOURCE OF TITLE:

BOOK 486, PAGE 116  
BOOK 484, PAGE 544

SITE NUMBER:

KYL06088

POD NUMBER: 18-29289  
DRAWN BY: CPM  
CHECKED BY: MEP  
SURVEY DATE: 12.28.18  
PLAT DATE: 1.14.19

SHEET TITLE:

**SITE SURVEY**

THIS DOES NOT REPRESENT A  
BOUNDARY SURVEY OF THE  
PARENT PARCEL

SHEET NUMBER: (4 pages)

**B-1.2**



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

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



LEGAL DESCRIPTIONS

PROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO MICHAEL RAY & EVA PARTIN AS RECORDED IN DEED BOOK 486, PAGE 116, PARCEL ID: 210-00-00-030.00, IN THE OFFICE OF THE COUNTY CLERK OF WHITLEY COUNTY, KENTUCKY, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON DECEMBER 28, 2018.

**BEGINNING** AT A SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC", IN THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA, SAID REBAR HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N: 3,420,089.376, E:5,446,015.975; THENCE N15°33'49"W 100.00' TO A "SET IPC"; THENCE N74°26'11"E 100.00' TO A "SET IPC", HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N: 3,420,212.540, E: 5,446,085.477; THENCE S15°33'49"E 100.00' TO A "SET IPC"; THENCE S74°26'11"W 100.00' TO **THE POINT OF BEGINNING** CONTAINING 10,000.000 SQUARE FEET AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED DECEMBER 28, 2018.

PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT TO BE GRANTED ON THE PROPERTY CONVEYED TO MICHAEL RAY & EVA PARTIN AS RECORDED IN DEED BOOK 486, PAGE 116 (PARCEL ID: 210-00-00-030.00), AND DEED BOOK 484, PAGE 544 (PARCEL ID: 210-00-00-030.01), IN THE OFFICE OF THE COUNTY CLERK OF WHITLEY COUNTY, KENTUCKY, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON DECEMBER 28, 2018.

**BEGINNING** AT A SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC", IN THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA, SAID REBAR HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N: 3,420,089.376, E:5,446,015.975; THENCE WITH THE SOUTH LINE OF THE PROPOSED LEASE AREA, N74°26'11"E 100.00' TO A "SET IPC"; THENCE LEAVING SAID LEASE AREA, S15°33'49"E 30.00'; THENCE S74°26'11"W 20.00'; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 15.00', S29°26'11"W 21.21'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 107.87', S11°26'59"W 97.99'; THENCE S38°27'47"W 103.84'; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 235.00', S22°33'31"W 128.79'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 115.00', S18°45'46"W 48.24'; THENCE S30°52'16"W 91.49'; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00', S86°48'18"W 124.26'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 124.17', N62°56'43"W 107.63'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 181.89', N73°38'07"W 94.12'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 174.56', N70°57'26"W 74.47'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 265.00', N62°45'37"W 185.73'; THENCE N42°14'49"W 98.05'; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 35.00', S53°35'32"W 69.64'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 165.00', S22°03'50"E 48.81'; THENCE S13°33'32"E 140.17'; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 58.00', S62°24'40"W 112.54'; THENCE N41°37'07"W 286.76'; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 165.00', N06°04'22"W 191.85'; THENCE N29°28'23"E 110.20'; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 35.00', N05°41'18"W 40.31'; THENCE N40°50'59"W 130.86'; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 35.00', N55°43'23"W 17.97'; THENCE N70°35'47"W 169.35' TO A POINT IN THE EAST RIGHT OF WAY LINE OF EAST HIGHWAY 92; THENCE WITH SAID EAST RIGHT OF WAY LINE, N17°16'39"E 30.02' TO A POINT, HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N: 3,420,353.698, E: 5,444,766.697; THENCE LEAVING SAID EAST RIGHT OF WAY LINE AND TRAVERSING THE PROPERTY CONVEYED TO MICHAEL RAY & EVA PARTIN AS RECORDED IN BOOK 486, PAGE 116, PARCEL ID: 210-00-00-030.00, S70°35'47"E 170.47'; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00', S55°43'23"E 33.37'; THENCE S40°50'59"E 130.86'; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00', S05°41'18"E 74.86'; THENCE S29°28'23"W 110.20'; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 135.00', S06°04'22"E 156.97'; THENCE S41°37'07"E 258.75'; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 35.00', N62°24'40"E 67.91'; THENCE N13°33'32"W 112.16'; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 135.00', N22°03'50"W 39.93'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 65.00', N53°35'32"E 129.33'; THENCE S42°14'49"E 98.05'; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 235.00', S62°45'37"E 164.70'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 204.56', S70°57'26"E 87.27'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 151.89', S73°38'07"E 78.60'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 154.17', S62°56'43"E 133.64'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 45.00', N86°48'18"E 74.56'; THENCE N30°52'16"E 91.49'; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 85.00', N18°45'46"E 35.66'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 265.00', N22°33'31"E 145.24'; THENCE N38°27'47"E 103.84'; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 77.87', N11°26'59"E 70.74'; THENCE WITH A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 15.00', N60°33'49"W 21.21'; THENCE S74°26'11"W 20.00'; THENCE N15°33'49"W 30.00' TO **THE POINT OF BEGINNING** CONTAINING 81,784.436 SQUARE FEET AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED DECEMBER 28, 2018.

LAND SURVEYOR'S CERTIFICATE

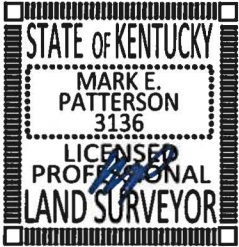
I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND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

*Mark Patterson*

MARK PATTERSON, PLS #3136

3/14/2019

DATE



TITLE OF COMMITMENT (PARCEL ID: 210-00-00-030.00) - BOOK 486, PAGE 116 - LEASE PARCEL

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POD GROUP, LLC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE AND THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY US TITLE SOLUTIONS, FOR THE BENEFIT OF AT&T MOBILITY, FILE NO. 60423-KY1805-5030, FA 13800699, EFFECTIVE DATE OF JULY 25, 2018. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

SCHEDULE B

- TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN.  
TAX ID: 210-00-00-030.00  
PERIOD: 2017  
PAYMENT STATUS: PAID  
TAX AMOUNT: \$1,048.78  
(NOT A LAND SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
- MORTGAGES RETURNED HEREIN. (-1-). SEE SEPARATE MORTGAGE SCHEDULE.
- ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY OF THE PARENT PARCEL, AND THEREFORE CANNOT ADDRESS THIS ITEM.)
- RIGHTS OF TENANTS OR PERSON IN POSSESSION. (RIGHTS ARE NOT A LAND SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

(JUDGMENTS, LIENS AND UCC)

- (NONE WITHIN PERIOD SEARCHED.)

(COVENANTS/RESTRICTIONS)

- NONE WITHIN PERIOD SEARCHED

(EASEMENTS AND RIGHTS OF WAY)

- NONE WITHIN PERIOD SEARCHED

MORTGAGE SCHEDULE (PARCEL ID: 210-00-00-030.00) - BOOK 486, PAGE 116 - LEASE PARCEL

- REAL ESTATE MORTGAGE MADE BY MIKE PARTIN AND WIFE, EVA PARTIN TO FIRST STATE FINANCIAL, INC. DATED AS OF 9/18/2008 RECORDED 9/25/2008 IN BOOK 499 PAGE 722. (MORTGAGE AS RECORDED IN BOOK 499, PAGE 722 HAS A MATURITY DATE OF SEPTEMBER 23, 2038 AND DOES AFFECT THE SUBJECT PROPERTY, THE PROPOSED LEASE AREA, AND THE PROPOSED ACCESS & UTILITY EASEMENT.)

TITLE OF COMMITMENT (PARCEL ID: 210-00-00-030.01) - BOOK 484, PAGE 544 - EASEMENT PARCEL

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POD GROUP, LLC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE AND THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY US TITLE SOLUTIONS, FOR THE BENEFIT OF AT&T MOBILITY, FILE NO. 60424-KY1805-5030, FA 13800699-1, EFFECTIVE DATE OF JULY 26, 2018. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

SCHEDULE B

- TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN.  
TAX ID: 210-00-00-030.01  
PERIOD: 2017  
PAYMENT STATUS: PAID  
TAX AMOUNT: \$433.25  
(NOT A LAND SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
- MORTGAGES RETURNED HEREIN. (-1-). SEE SEPARATE MORTGAGE SCHEDULE.
- ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY OF THE PARENT PARCEL, AND THEREFORE CANNOT ADDRESS THIS ITEM.)
- RIGHTS OF TENANTS OR PERSON IN POSSESSION. (RIGHTS ARE NOT A LAND SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

(JUDGMENTS, LIENS AND UCC)

- (NONE WITHIN PERIOD SEARCHED.)

(COVENANTS/RESTRICTIONS)

- NONE WITHIN PERIOD SEARCHED

(EASEMENTS AND RIGHTS OF WAY)

- NONE WITHIN PERIOD SEARCHED

MORTGAGE SCHEDULE (PARCEL ID: 210-00-00-030.01) - BOOK 484, PAGE 544 - EASEMENT PARCEL

- REAL ESTATE MORTGAGE MADE BY MIKE PARTIN AND WIFE, EVA PARTIN TO FIRST STATE FINANCIAL, INC. DATED AS OF 7/3/2008 RECORDED 7/10/2008 IN BOOK 496 PAGE 504. (MORTGAGE AS RECORDED IN BOOK 496, PAGE 504 HAS A MATURITY DATE OF JULY 3, 2033 AND DOES AFFECT THE SUBJECT PROPERTY AND THE PROPOSED ACCESS & UTILITY EASEMENT.)

PREPARED BY:



PREPARED FOR:



PREPARED FOR:



SURVEY

REV.	DATE	DESCRIPTION
A	1.14.19	PRELIM ISSUE w TITLE
0	2.1.19	ISSUED AS FINAL

SITE INFORMATION:

**SAYBROOK**

15582 EAST HIGHWAY 92  
SILER, KY 40763  
WHITLEY COUNTY

**TAX PARCEL NUMBER:**

210-00-00-030.00  
210-00-00-030.01

**PROPERTY OWNER:**

MICHAEL RAY & EVA PARTIN  
P O BOX 692  
SILER, KY 40763

**SOURCE OF TITLE:**

BOOK 486, PAGE 116  
BOOK 484, PAGE 544

**SITE NUMBER:**

KYL06088

POD NUMBER:	18-29289
DRAWN BY:	CPM
CHECKED BY:	MEP
SURVEY DATE:	12.28.18
PLAT DATE:	1.14.19

SHEET TITLE:

**SITE SURVEY**

THIS DOES NOT REPRESENT A  
BOUNDARY SURVEY OF THE  
PARENT PARCEL

SHEET NUMBER: (4 pages)

**B-1.3**



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

200' RADIUS FROM THE  
PROPOSED ACCESS &  
UTILITY EASEMENT

500' RADIUS

PROPOSED  
LEASE AREA

PROPOSED ACCESS &  
UTILITY EASEMENT

500' RADIUS

- (A1)** PARCEL ID: 210-00-00-030.00  
PARTIN MICHAEL RAY & EVA  
P O BOX 692  
SILER, KY 40763
- (B1)** PARCEL ID: 210-00-00-030.01  
PARTIN MICHAEL RAY & EVA  
P O BOX 692  
SILER, KY 40763
- (C1)** PARCEL ID: 210-00-00-031.00  
PARTIN MICHAEL & EVA  
P O BOX 692  
SILER, KY 40763
- PARCEL ID: 210-00-00-031.00D1  
PARTIN MICHAEL & EVA  
P O BOX 692  
SILER, KY 40763
- (D1)** PARCEL ID: 210-00-00-030.02  
PARTIN MICHAEL RAY & EVA  
P O BOX 692  
SILER, KY 40763
- (E1)** PARCEL ID: 210-00-00-030.03  
UNITED STATES POSTAL SERVICE  
P O BOX 27497  
GREENSBORO, NC 27498
- (F1)** PARCEL ID: 210-00-00-031.01  
MIRACLE EDDIE & CAROLYN  
P O BOX 158  
SILER, KY 40763

GENERAL NOTE:

1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE WHITLEY COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON DECEMBER 28, 2018 AND RE-VERIFIED ON FEBRUARY 14, 2019. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. POD AND THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES
2. THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY
3. NOT FOR RECORDING OR PROPERTY TRANSFER.

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



CERTIFICATE

I HEREBY CERTIFY THAT THIS EXHIBIT PERTAINING TO THE  
ADJOINING PROPERTY OWNERS PER PVA RECORDS WAS  
PREPARED UNDER MY DIRECT SUPERVISION. NO  
BOUNDARY SURVEYING OF ANY KIND HAS BEEN  
PERFORMED FOR THIS EXHIBIT.

*Mark Patterson*  
MARK PATTERSON, PLS #3136

3/14/2019

DATE

**(G1)** PARCEL ID: 210-00-00-029.00  
FERGUSON A J  
15436 E HWY 92  
WILLIAMSBURG, KY 40769  
PARCEL ID: 210-00-00-029.00D1  
FERGUSON BILL  
c/o A J FERGUSON  
15436 E HWY 92  
WILLIAMSBURG, KY 40769

**(H1)** PARCEL ID: 190-00-00-039.00  
BOONE FORESTLANDS, LLC  
1512 E FRANKLIN ST STE 104  
CHAPEL HILL, NC 27514

PARCEL ID: 190-00-00-039.00D1  
GAMBREL TOMMY & ETHEL  
10807 E HWY 92  
WILLIAMSBURG, KY 40769-9230  
PARCEL ID: 190-00-00-039.00D2  
GAMBREL TOMMY  
10807 E HWY 92  
WILLIAMSBURG, KY 40769

**(I1)** PARCEL ID: 210-00-00-041.01  
REYNOLDS WILLIAM GARY &  
DARLENE  
P O BOX 68  
SILER, KY 40763  
PARCEL ID: 210-00-00-041.01D1  
REYNOLDS WILLIAM GARY &  
DARLENE  
P O BOX 68  
SILER, KY 40763

**(J1)** PARCEL ID: 210-00-00-039.01  
PEACE ROBERT GLEN &  
CLARENCE DEWEY  
P O BOX 172  
SILER, KY 40763

**(K1)** PARCEL ID: 210-00-00-033.00  
ROSE ELLEN

**(L1)** PARCEL ID: 210-00-00-032.00  
LAMB DIN VICKIE  
15842 E HWY 92  
SILER, KY 40763

**(M1)** PARCEL ID: 210-00-00-034.00  
PEACE GEORGE & RICKY G PEACE  
P O BOX 5  
SILER, KY 40763

PREPARED BY:

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

PREPARED FOR:

**MasTec**

PREPARED FOR:

**at&t**

EXHIBIT

REV.	DATE	DESCRIPTION
A	2.14.19	ISSUED FOR REVIEW
0	3.13.19	ISSUED AS FINAL

EXHIBIT		
REV.	DATE	DESCRIPTION
A	2.14.19	ISSUED FOR REVIEW
0	3.13.19	ISSUED AS FINAL

SITE INFORMATION:  
**SAYBROOK**  
15582 EAST HIGHWAY 92  
SILER, KY 40763  
WHITLEY COUNTY

TAX PARCEL NUMBER:  
210-00-00-030.00  
210-00-00-030.01

PROPERTY OWNER:  
MICHAEL RAY & EVA PARTIN  
P O BOX 692  
SILER, KY 40763

SOURCE OF TITLE:  
BOOK 486, PAGE 116  
BOOK 484, PAGE 544

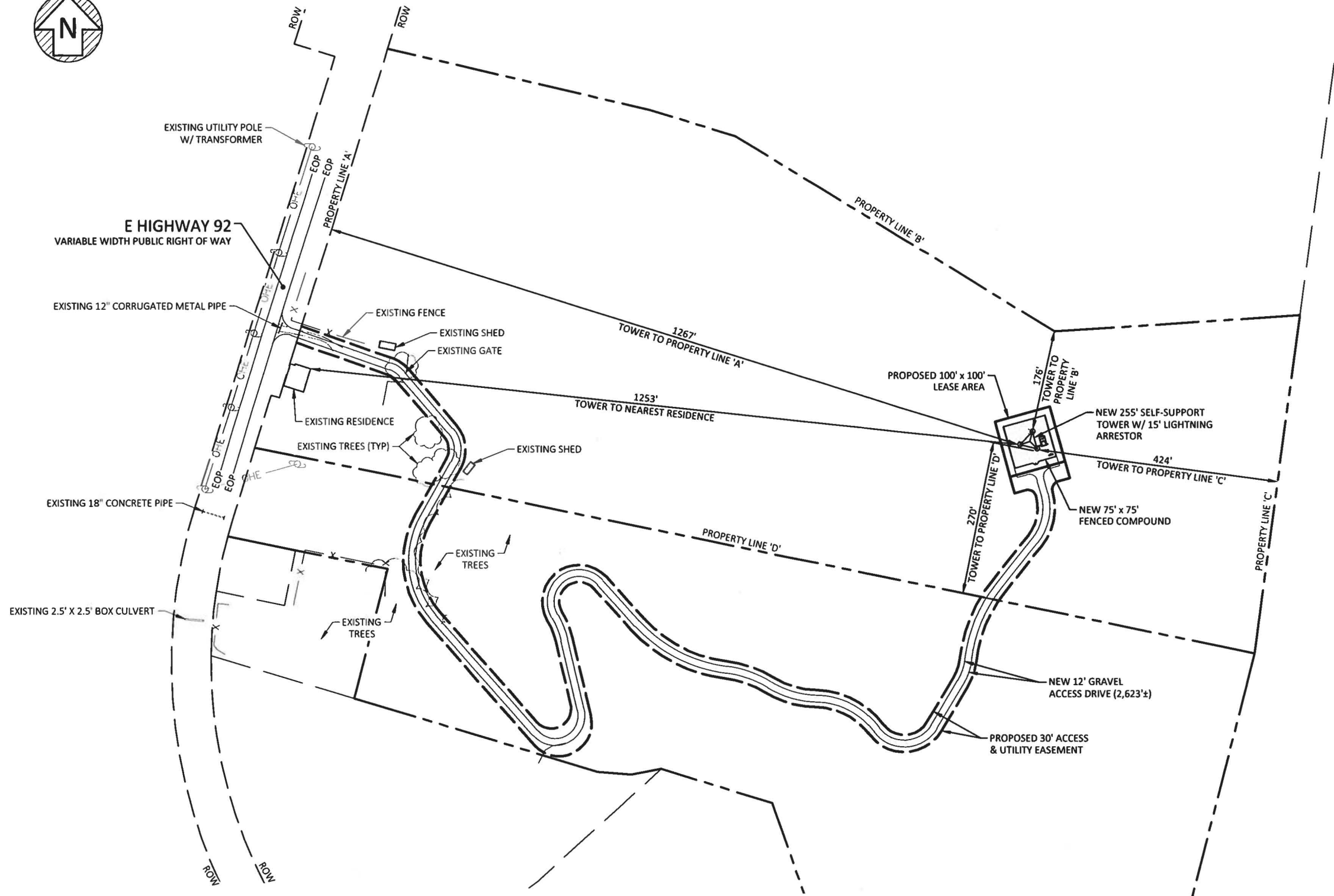
SITE NUMBER:  
KYLO6088

POD NUMBER: 18-29295  
DRAWN BY: DAP  
CHECKED BY: MEP  
SURVEY DATE: 12.28.18  
PLAT DATE: 2.14.19

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

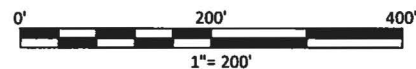
SHEET NUMBER: (1 pages)  
**B-2**





Know what's below.  
Call before you dig.  
Call Monday thru Friday - 7 am. to 6 pm.  
**1-800-752-6007**

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



**LEGEND**

	UTILITY POLE	ROW	RIGHT OF WAY
	WATER METER	EOP	EDGE OF PAVEMENT
			EXISTING BOUNDARY
			PROPOSED ACCESS & UTILITY EASEMENT
			NEW FENCE LINE
			EXISTING FENCE LINE
			EXISTING RIGHT OF WAY
			EXISTING UTILITY EASEMENT
			EXISTING OVERHEAD ELECTRIC
			EXISTING GRAVEL

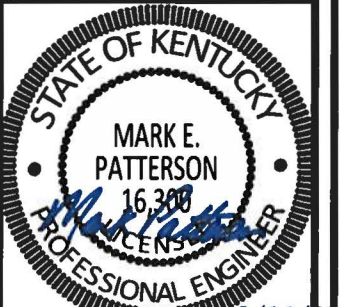
PREPARED BY:



PREPARED FOR:



PREPARED FOR:



EN PERMIT: 3594

**ZONING  
DRAWINGS**

REV	DATE	DESCRIPTION
A	3.8.19	ISSUED FOR REVIEW
0	3.14.19	ISSUED AS FINAL

SITE INFORMATION:

**SAYBROOK**

15582 EAST HIGHWAY 92  
SILER, KY 40763

WHITLEY COUNTY

FA NUMBER:  
**13800699**

POD NUMBER: 18-29293

DRAWN BY: JER  
CHECKED BY: MEP  
DATE: 3.8.19

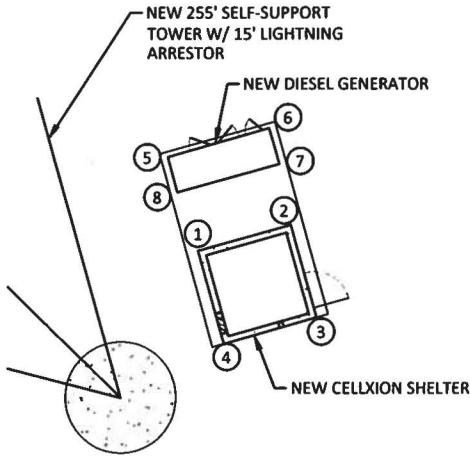
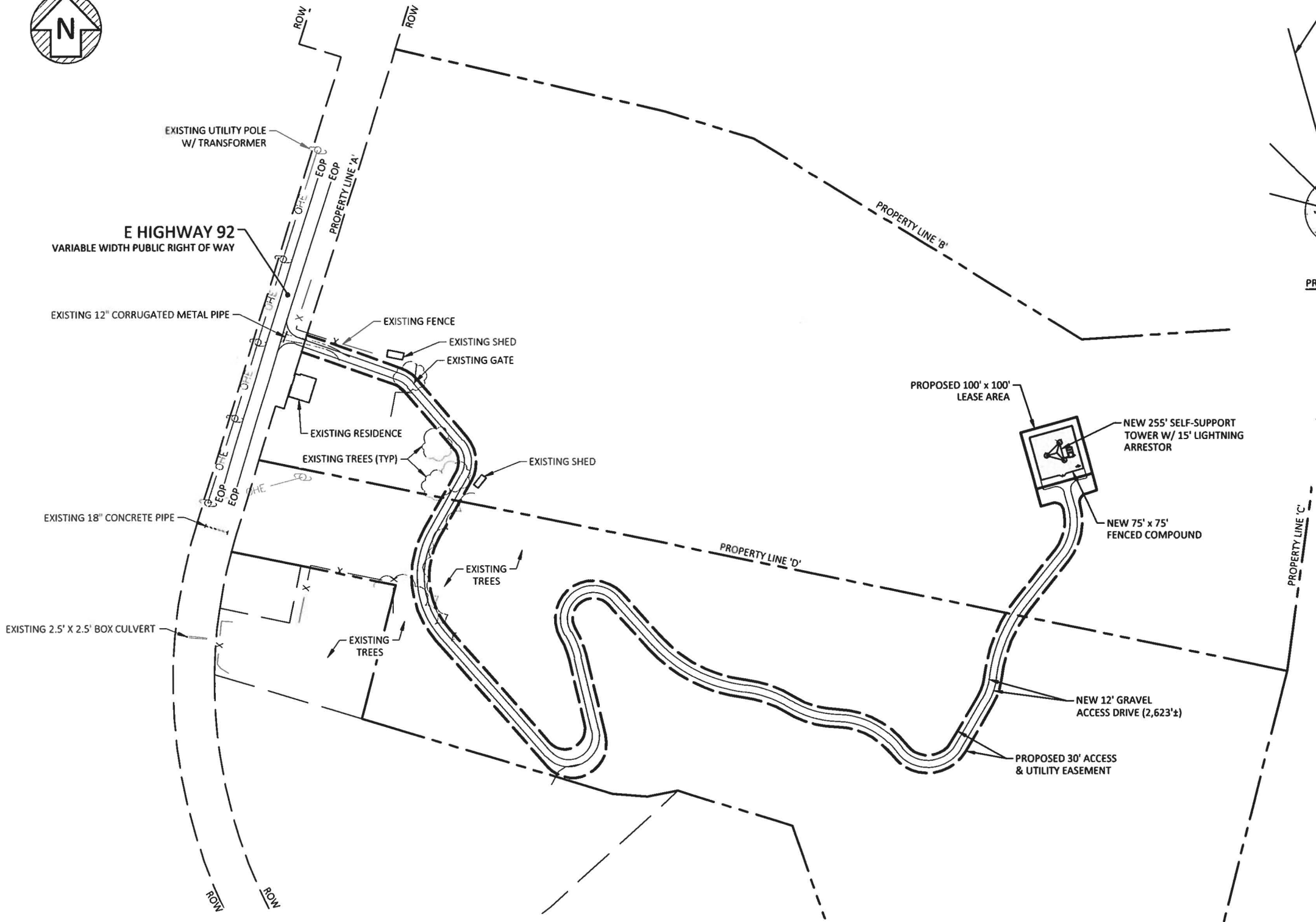
SHEET TITLE:

**OVERALL  
SITE LAYOUT**

SHEET NUMBER:

**C-1**





PROPERTY LINE	EQUIPMENT	DISTANCE
A	1	1305'
B	2	192'
C	3	413'
D	4	280'
A	5	1300'
B	6	184'
C	7	418'
D	8	292'

EQUIPMENT ENLARGEMENT  
NOT TO SCALE

PREPARED BY:



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

PREPARED FOR:



PREPARED FOR:



STATE OF KENTUCKY

MARK E. PATTERSON  
16,300  
PROFESSIONAL ENGINEER

3/14/2019

EN PERMIT: 3594

ZONING  
DRAWINGS

REV	DATE	DESCRIPTION
A	3.8.19	ISSUED FOR REVIEW
0	3.14.19	ISSUED AS FINAL

SITE INFORMATION:

SAYBROOK

15582 EAST HIGHWAY 92  
SILER, KY 40763

WHITLEY COUNTY

FA NUMBER:  
13800699

POD NUMBER: 18-29293

DRAWN BY: JER  
CHECKED BY: MEP  
DATE: 3.8.19

SHEET TITLE:

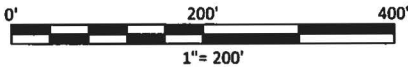
OVERALL  
SITE LAYOUT  
-CONT'D













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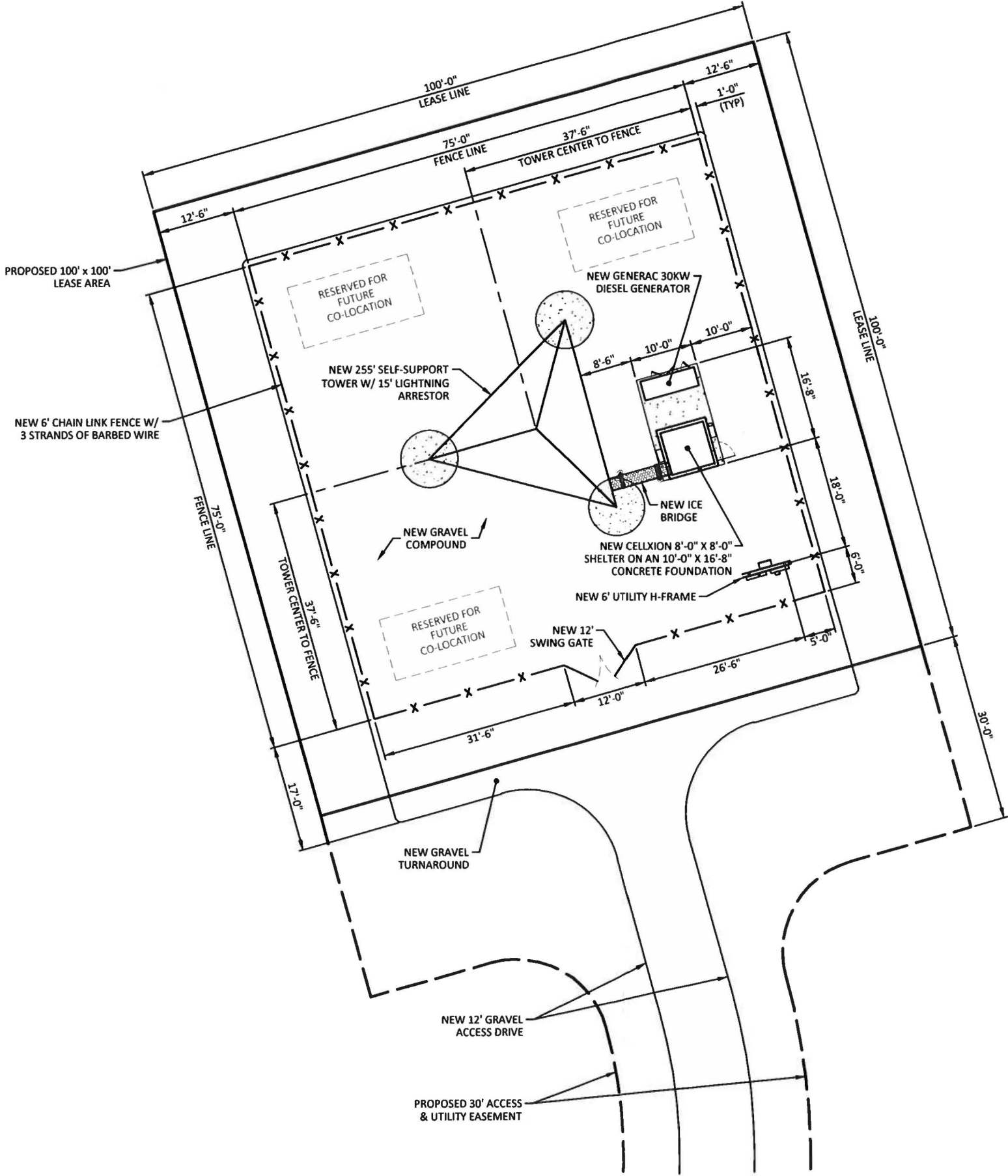
C-2



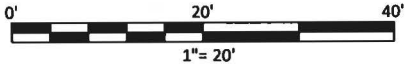
Know what's below.  
Call before you dig.  
Call Monday thru Friday - 7 am. to 6 pm.  
1-800-752-6007  
PER KENTUCKY STATE LAW, IT IS AGAINST THE LAW  
TO EXCAVATE WITHOUT NOTIFYING THE  
UNDERGROUND LOCATION SERVICE TWO (2)  
WORKING DAYS BEFORE COMMENCING WORK.



LEGEND	
	UTILITY POLE
	WATER METER
	ROW RIGHT OF WAY
	EOP EDGE OF PAVEMENT
	EXISTING BOUNDARY
	PROPOSED ACCESS & UTILITY EASEMENT
	NEW FENCE LINE
	EXISTING FENCE LINE
	EXISTING RIGHT OF WAY
	EXISTING UTILITY EASEMENT
	EXISTING OVERHEAD ELECTRIC
	EXISTING GRAVEL



**LEGEND**  
— — — — — PROPOSED ACCESS & UTILITY EASEMENT  
— X — X — NEW FENCE LINE



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

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

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
 **at&t**



EN PERMIT: 3594

**ZONING  
DRAWINGS**

REV	DATE	DESCRIPTION
A	3.8.19	ISSUED FOR REVIEW
0	3.14.19	ISSUED AS FINAL

**SITE INFORMATION:**

**SAYBROOK**  
15582 EAST HIGHWAY 92  
SILER, KY 40763  
WHITLEY COUNTY

FA NUMBER:  
13800699

POD NUMBER: 18-29293  
DRAWN BY: JER  
CHECKED BY: MEP  
DATE: 3.8.19

**SHEET TITLE:**

**ENLARGED  
COMPOUND  
LAYOUT**

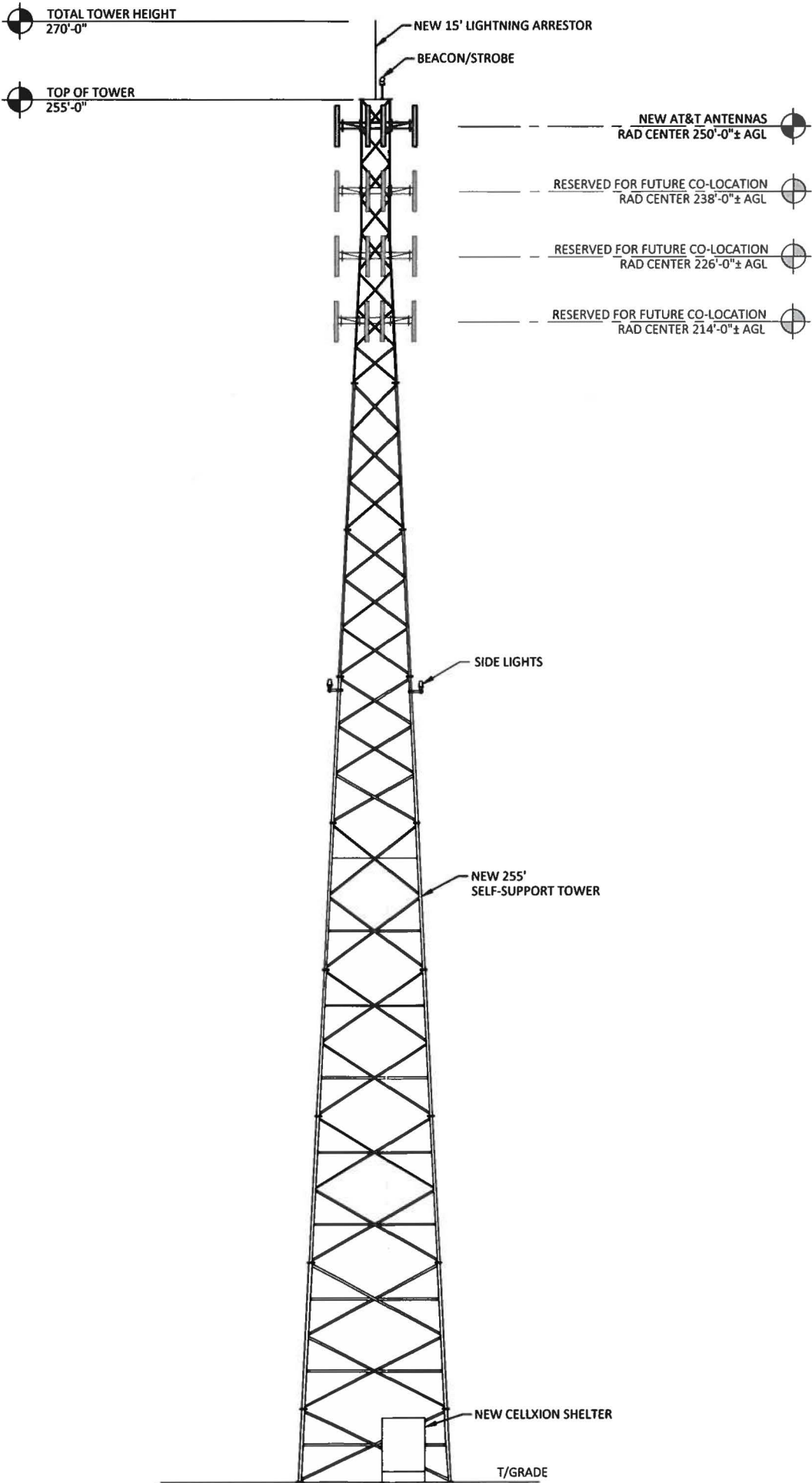
SHEET NUMBER:

**C-3**



TOWER NOTES:

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



PREPARED BY:

**POD**  
POWER OF DESIGN

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

PREPARED FOR:

**MasTec**

PREPARED FOR:

**at&t**

STATE OF KENTUCKY

MARK E. PATTERSON  
16,300  
PROFESSIONAL ENGINEER

3/14/2019

EN PERMIT: 3594

ZONING  
DRAWINGS

REV	DATE	DESCRIPTION
A	3.8.19	ISSUED FOR REVIEW
0	3.14.19	ISSUED AS FINAL

SITE INFORMATION:

**SAYBROOK**

15582 EAST HIGHWAY 92  
SILER, KY 40763

WHITLEY COUNTY

FA NUMBER:  
13800699

POD NUMBER: 18-29293

DRAWN BY: JER  
CHECKED BY: MEP  
DATE: 3.8.19

SHEET TITLE:

**TOWER  
ELEVATION**

SHEET NUMBER:  
**C-4**

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



March 13, 2019

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

RE: Site Name – Saybrook  
Proposed Cell Tower  
36 42 07.59 North Latitude, 83 57 35.96 West Longitude

Dear Commissioners:

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

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

Thank you,

A handwritten signature in black ink, appearing to read "Don Murdock". The signature is stylized with a large, looped "D" and a cursive "Murdock".

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



**Structural Design Report**  
**255' S3TL Series HD1 Self-Supporting Tower**  
**Site: Saybrook, KY**

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

Job Number: 427229

February 20, 2019

Tower Profile.....	1-2
Foundation Design Summary (Preliminary) (Option 1).....	3
Foundation Design Summary (Preliminary) (Option 2).....	4
Maximum Leg Loads.....	5
Maximum Diagonal Loads.....	6
Maximum Foundation Loads.....	7
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# Material List

Display	Value
A	12.75 OD X .500
B	5.563 OD X .500
C	5.563 OD X .375
D	4.500 OD X .337
E	3.500 OD X .216
F	2.875 OD X .203
G	L 6 X 4 X 3/8
H	L 5 X 5 X 5/16
I	L 4 X 3 1/2 X 1/4 (SLV)
J	L 3 1/2 X 3 1/2 X 1/4
K	L 3 1/2 X 3 X 1/4 (SLV)

Display	Value
L	L 2 1/2 X 2 1/2 X 5/16
M	L 2 1/2 X 2 1/2 X 3/16
N	L 1 3/4 X 1 3/4 X 1/8
O	L 4 X 4 X 5/16
P	NONE
Q	L 4 X 4 X 1/4
R	L 3 X 3 X 1/4
S	L 3 X 3 X 3/16
T	L 2 1/2 X 2 1/2 X 1/4
U	1 @ 13.333'
V	1 @ 6.667'

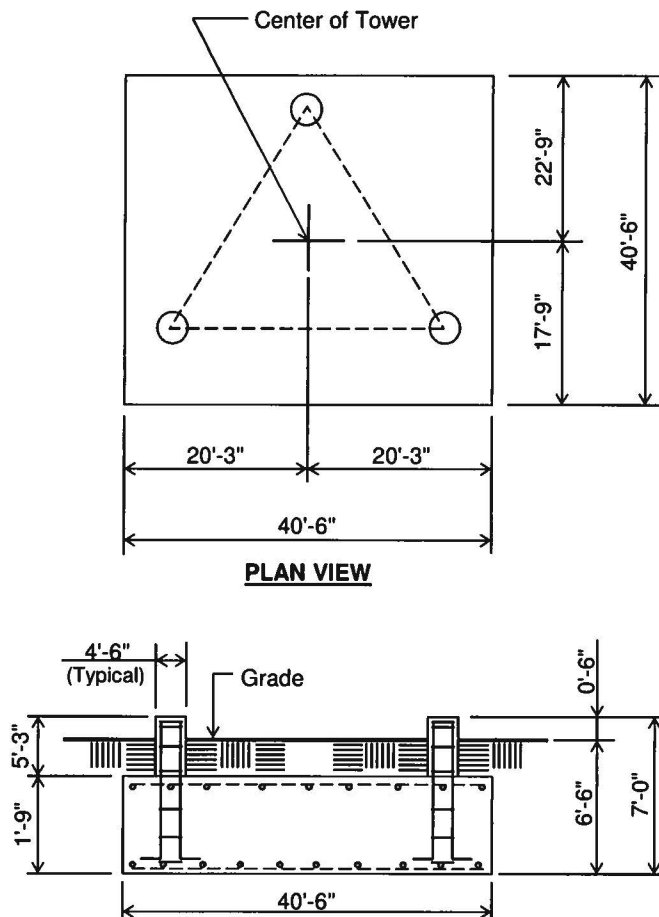
 <p><b>Sabre Industries</b> Towers and Poles</p> <p>Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.</p>	<p><b>Sabre Communications Corporation</b> 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone: (712) 258-6690 Fax: (712) 279-0814</p>	<p>Job: <b>427229</b></p> <p>Customer: <b>AT&amp;T</b></p> <p>Site Name: <b>Saybrook, KY</b></p> <p>Description: <b>255' S3TL</b></p> <p>Date: <b>2/20/2019</b> By: <b>REB</b></p>
---	--	--



**Customer: AT&T**  
**Site: Saybrook, KY**

255 ft. Model S3TL Series HD1 Self Supporting Tower

**PRELIMINARY -NOT FOR CONSTRUCTION-**



**ELEVATION VIEW**  
(115.6 cu. yds.)  
(1 REQD.; NOT TO SCALE)

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

**Notes:**

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-G-2005. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
- 6) The foundation is based on the following factored loads:  
Factored download (kips) = 110.15  
Factored overturn (kip-ft) = 18,600.30  
Factored shear (kips) = 131.25
- 7) 4.75' of soil cover is required over the entire area of the foundation slab.
- 8) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

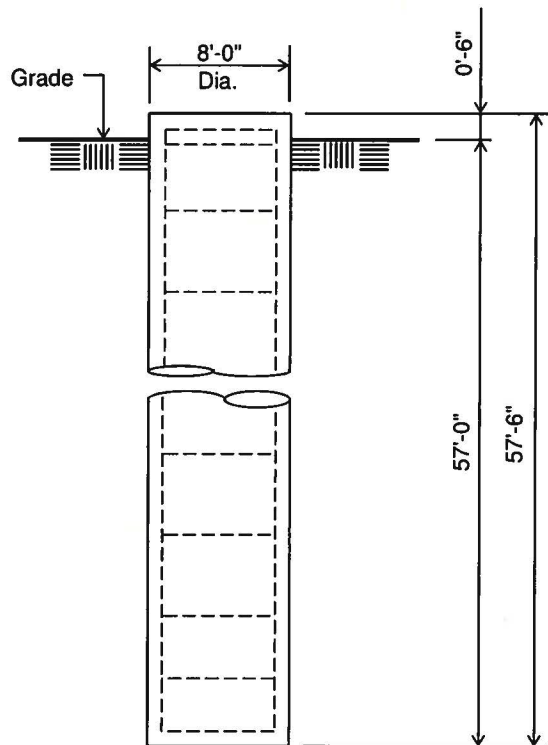
Rebar Schedule per Mat and per Pier	
<b>Pier</b>	(22) #8 vertical rebar w/ hooks at bottom w/ #4 rebar ties, two (2) within top 5" of pier then 8" C/C
<b>Mat</b>	(76) #10 horizontal rebar evenly spaced each way top and bottom. (304 total)
Anchor Bolts per Leg	
(6) 1.75" dia. x 87" F1554-105 on a 18" B.C. w/ 10.5" max. projection above concrete.	

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

**Customer: AT&T**  
**Site: Saybrook, KY**

255 ft. Model S3TL Series HD1 Self Supporting Tower

**PRELIMINARY -NOT FOR CONSTRUCTION-**



**Notes:**

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-G-2005. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
- 6) The foundation is based on the following factored loads:  
Factored uplift (kips) = 637.00  
Factored download (kips) = 730.00  
Factored shear (kips) = 77.00
- 7) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

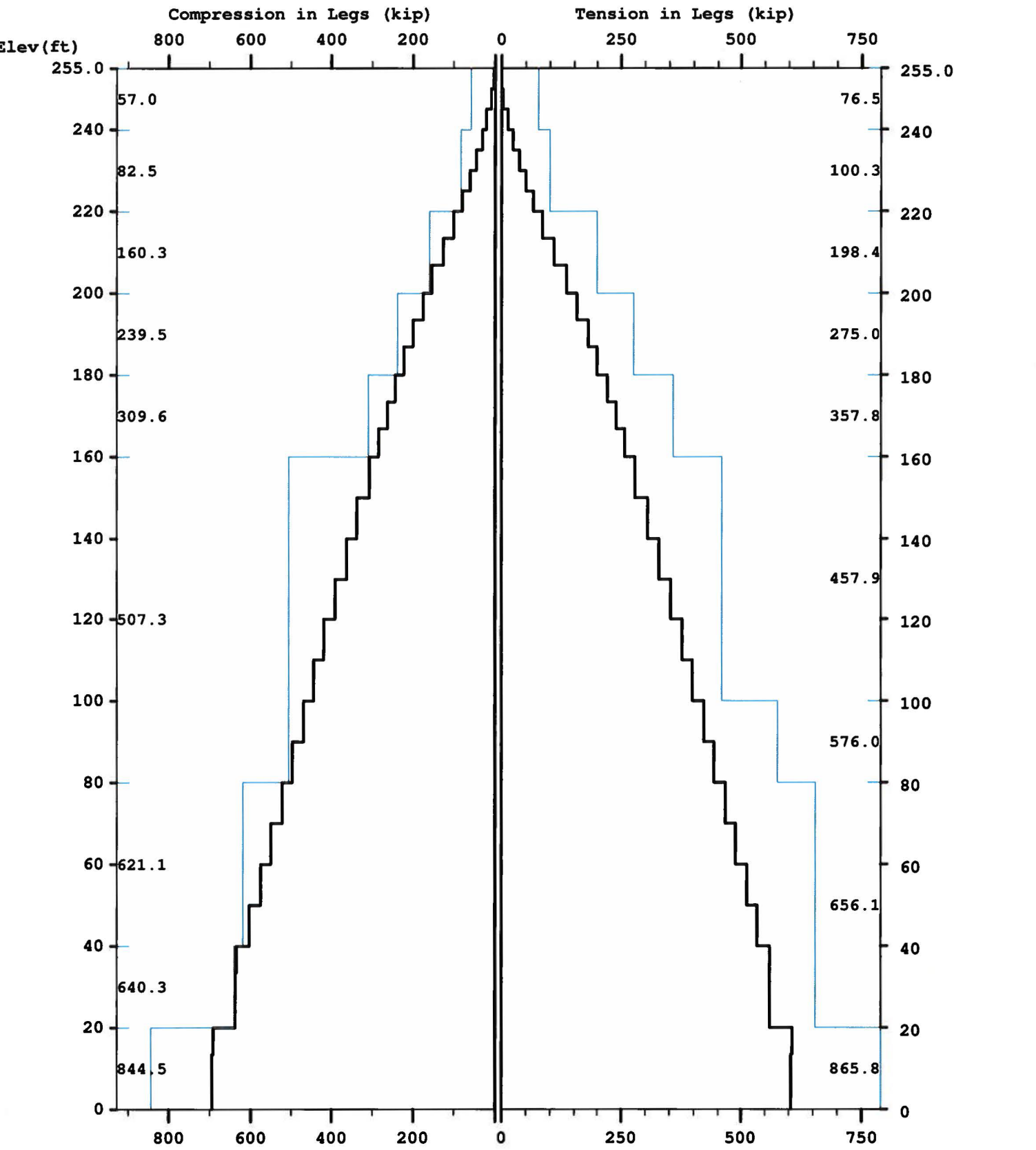
**ELEVATION VIEW**

(107.0 cu. yds.)  
(3 REQUIRED; NOT TO SCALE)

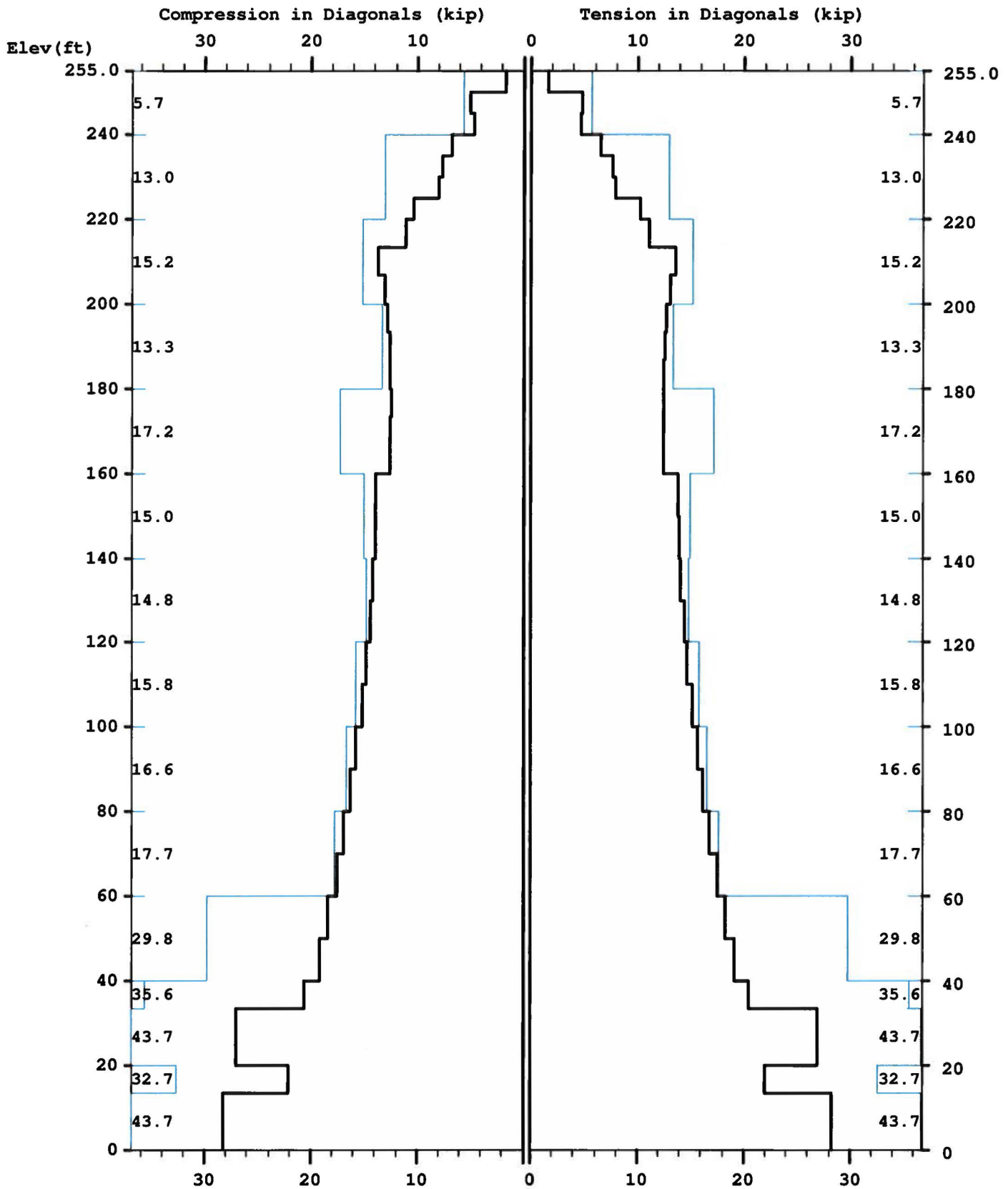
Rebar Schedule per Pier	
Pier	(38) #9 vertical rebar w/ #5 rebar ties, two (2) within top 5" of pier then 12" C/C
Anchor Bolts per Leg	
(6) 1.75" dia. x 87" F1554-105 on a 18" B.C. w/ 10.5" max. projection above concrete.	

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Maximum



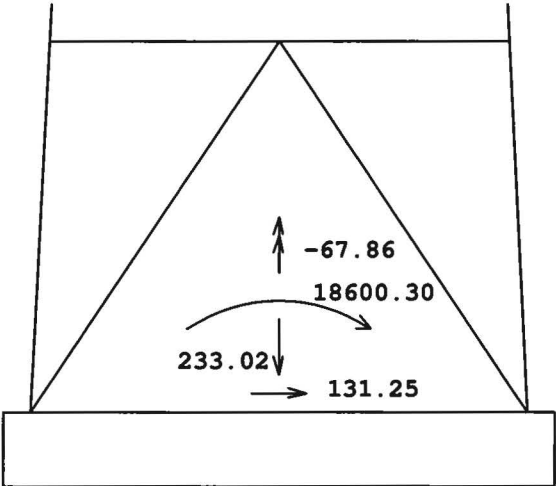
Maximum



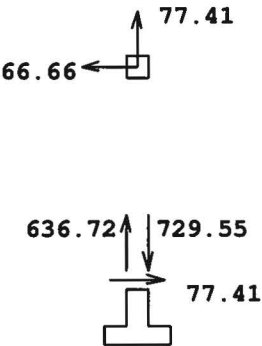


Maximum

TOTAL FOUNDATION LOADS (kip, ft-kip)



INDIVIDUAL FOOTING LOADS (kip)



427229

Latticed Tower Analysis (Unguyed)  
Processed under license at:

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

Sabre Towers and Poles

on: 20 feb 2019 at: 12:40:09

## MAST GEOMETRY ( ft )

PANEL TYPE	NO.OF LEGS	ELEV.AT BOTTOM	ELEV.AT TOP	F.W..AT BOTTOM	F.W..AT TOP	TYPICAL PANEL HEIGHT
X	3	250.00	255.00	6.00	5.50	5.00
X	3	240.00	250.00	7.00	6.00	5.00
X	3	220.00	240.00	9.00	7.00	5.00
X	3	200.00	220.00	11.00	9.00	6.67
X	3	180.00	200.00	13.00	11.00	6.67
X	3	160.00	180.00	15.00	13.00	6.67
X	3	140.00	160.00	17.00	15.00	10.00
X	3	120.00	140.00	19.00	17.00	10.00
X	3	100.00	120.00	21.00	19.00	10.00
X	3	80.00	100.00	23.00	21.00	10.00
X	3	60.00	80.00	25.00	23.00	10.00
X	3	40.00	60.00	27.00	25.00	10.00
V	3	33.33	40.00	27.67	27.00	6.67
A	3	20.00	33.33	29.00	27.67	13.33
V	3	13.33	20.00	29.67	29.00	6.67
A	3	0.00	13.33	31.00	29.67	13.33

## MEMBER PROPERTIES

MEMBER TYPE	BOTTOM ELEV ft	TOP ELEV ft	X-SECTN AREA in.sq	RADIUS OF GYRAT in	ELASTIC MODULUS ksi	THERMAL EXPANSN /deg
LE	240.00	255.00	1.704	0.947	29000.	0.0000117
LE	220.00	240.00	2.228	0.947	29000.	0.0000117
LE	200.00	220.00	4.407	0.947	29000.	0.0000117
LE	180.00	200.00	6.111	0.947	29000.	0.0000117
LE	160.00	180.00	7.952	0.947	29000.	0.0000117
LE	80.00	160.00	12.763	0.947	29000.	0.0000117
LE	20.00	80.00	14.579	0.947	29000.	0.0000117
LE	0.00	20.00	19.242	0.947	29000.	0.0000117
DI	240.00	255.00	0.422	0.546	29000.	0.0000117
DI	220.00	240.00	0.902	0.546	29000.	0.0000117
DI	200.00	220.00	1.465	0.546	29000.	0.0000117
DI	180.00	200.00	1.090	0.546	29000.	0.0000117
DI	160.00	180.00	1.562	0.546	29000.	0.0000117
DI	140.00	160.00	1.688	0.546	29000.	0.0000117
DI	120.00	140.00	1.812	0.546	29000.	0.0000117
DI	100.00	120.00	1.938	0.546	29000.	0.0000117
DI	60.00	100.00	2.402	0.546	29000.	0.0000117
DI	33.33	60.00	3.027	0.546	29000.	0.0000117
DI	20.00	33.33	3.609	0.546	29000.	0.0000117
DI	13.33	20.00	3.027	0.546	29000.	0.0000117
DI	0.00	13.33	3.609	0.546	29000.	0.0000117
HO	250.00	255.00	0.902	0.778	29000.	0.0000117
HO	20.00	33.33	1.938	0.778	29000.	0.0000117
HO	0.00	13.33	2.402	0.778	29000.	0.0000117
BR	20.00	33.33	1.438	0.000	29000.	0.0000117
BR	0.00	13.33	1.438	0.000	29000.	0.0000117

## FACTORED MEMBER RESISTANCES

BOTTOM ELEV ft	TOP ELEV ft	LEGS		DIAGONALS		HORIZONTALS		INT BRACING	
		COMP kip	TENS kip	COMP kip	TENS kip	COMP kip	TENS kip	COMP kip	TENS kip
250.0	255.0	57.04	76.50	5.65	5.65	13.03	13.03	0.00	0.00
240.0	250.0	57.04	76.50	5.65	5.65	0.00	0.00	0.00	0.00
220.0	240.0	82.52	100.35	13.03	13.03	0.00	0.00	0.00	0.00
200.0	220.0	160.28	198.45	15.19	15.19	0.00	0.00	0.00	0.00

						427229				
180.0	200.0	239.46	274.95	13.34	13.34	0.00	0.00	0.00	0.00	0.00
160.0	180.0	309.64	357.75	17.21	17.21	0.00	0.00	0.00	0.00	0.00
140.0	160.0	507.33	457.90	15.01	15.01	0.00	0.00	0.00	0.00	0.00
120.0	140.0	507.33	457.90	14.82	14.82	0.00	0.00	0.00	0.00	0.00
100.0	120.0	507.33	457.90	15.77	15.77	0.00	0.00	0.00	0.00	0.00
80.0	100.0	507.33	576.00	16.62	16.62	0.00	0.00	0.00	0.00	0.00
60.0	80.0	621.06	656.10	17.72	17.72	0.00	0.00	0.00	0.00	0.00
40.0	60.0	621.06	656.10	29.77	29.77	0.00	0.00	0.00	0.00	0.00
33.3	40.0	640.29	656.10	35.60	35.60	0.00	0.00	0.00	0.00	0.00
20.0	33.3	640.29	656.10	43.74	43.74	15.60	15.60	7.41	7.41	7.41
13.3	20.0	844.46	865.80	32.65	32.65	0.00	0.00	0.00	0.00	0.00
0.0	13.3	844.46	865.80	43.74	43.74	17.32	17.32	6.59	6.59	6.59

=====

\* Only 3 condition(s) shown in full

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

=====

# LOADING CONDITION A

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

## MAST LOADING

=====

LOAD TYPE	ELEV ft	APPLY.. RADIUS ft	LOAD..AT AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	260.0	0.00	0.0	0.0	0.30	0.15	0.00	0.00
C	250.0	0.00	0.0	0.0	10.81	7.20	0.00	0.00
C	238.0	0.00	0.0	0.0	8.13	4.80	0.00	0.00
C	226.0	0.00	0.0	0.0	8.18	4.80	0.00	0.00
C	214.0	0.00	0.0	0.0	8.24	4.80	0.00	0.00
D	255.0	0.00	180.0	0.0	0.08	0.05	0.00	0.00
D	250.0	0.00	180.0	0.0	0.08	0.05	0.00	0.00
D	250.0	0.00	47.0	0.0	0.15	0.07	0.07	0.15
D	240.0	0.00	49.1	0.0	0.15	0.07	0.07	0.14
D	240.0	0.00	66.6	0.0	0.19	0.11	0.07	0.16
D	235.0	0.00	66.6	0.0	0.19	0.11	0.07	0.16
D	235.0	0.00	84.1	0.0	0.21	0.13	0.07	0.16
D	230.0	0.00	84.1	0.0	0.21	0.13	0.07	0.16
D	230.0	0.00	89.0	0.0	0.22	0.13	0.07	0.14
D	225.0	0.00	89.0	0.0	0.22	0.13	0.07	0.14
D	225.0	0.00	106.3	0.0	0.25	0.16	0.05	0.08
D	220.0	0.00	106.3	0.0	0.25	0.16	0.05	0.08
D	220.0	0.00	101.8	0.0	0.25	0.20	0.05	0.08
D	213.3	0.00	101.8	0.0	0.25	0.20	0.05	0.08
D	213.3	0.00	300.0	0.0	0.26	0.22	0.04	0.05
D	200.0	0.00	300.0	0.0	0.27	0.23	0.04	0.05
D	200.0	0.00	300.0	0.0	0.29	0.23	0.04	0.05
D	180.0	0.00	299.8	0.0	0.30	0.24	0.04	0.05
D	180.0	0.00	300.0	0.0	0.30	0.29	0.04	0.05
D	160.0	0.00	299.8	0.0	0.31	0.30	0.04	0.05
D	160.0	0.00	300.0	0.0	0.32	0.34	0.04	0.05
D	120.0	0.00	299.9	0.0	0.34	0.36	0.04	0.05
D	120.0	0.00	300.0	0.0	0.37	0.37	0.04	0.05
D	100.0	0.00	299.9	0.0	0.37	0.37	0.04	0.05
D	100.0	0.00	300.0	0.0	0.38	0.40	0.04	0.05
D	80.0	0.00	299.9	0.0	0.39	0.41	0.04	0.05
D	80.0	0.00	300.0	0.0	0.42	0.43	0.04	0.05
D	60.0	0.00	299.9	0.0	0.43	0.44	0.04	0.05
D	60.0	0.00	300.0	0.0	0.47	0.49	0.04	0.05
D	40.0	0.00	299.9	0.0	0.48	0.49	0.04	0.05
D	40.0	0.00	300.0	0.0	0.43	0.45	0.04	0.05
D	33.3	0.00	300.0	0.0	0.43	0.45	0.04	0.05
D	33.3	0.00	299.9	0.0	0.48	0.53	0.04	0.05
D	20.0	0.00	299.9	0.0	0.48	0.53	0.04	0.05
D	20.0	0.00	300.0	0.0	0.40	0.52	0.04	0.05
D	13.3	0.00	300.0	0.0	0.40	0.52	0.04	0.05
D	13.3	0.00	299.9	0.0	0.46	0.63	0.04	0.05
D	0.0	0.00	299.9	0.0	0.46	0.63	0.04	0.05

## LOADING CONDITION M

427229

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

MAST LOADING  
=====

LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	LOAD..AT AZI	LOAD AZI	.....FORCES..... HORIZ kip	DOWN kip	.....MOMENTS..... VERTICAL ft-kip	TORSNAL ft-kip
C	260.0	0.00	0.0	0.0	0.30	0.12	0.00	0.00
C	250.0	0.00	0.0	0.0	10.81	5.40	0.00	0.00
C	238.0	0.00	0.0	0.0	8.13	3.60	0.00	0.00
C	226.0	0.00	0.0	0.0	8.18	3.60	0.00	0.00
C	214.0	0.00	0.0	0.0	8.24	3.60	0.00	0.00
D	255.0	0.00	180.0	0.0	0.08	0.04	0.00	0.00
D	250.0	0.00	180.0	0.0	0.08	0.04	0.00	0.00
D	250.0	0.00	47.0	0.0	0.15	0.05	0.05	0.15
D	240.0	0.00	49.1	0.0	0.15	0.05	0.05	0.14
D	240.0	0.00	66.6	0.0	0.19	0.08	0.05	0.16
D	235.0	0.00	66.6	0.0	0.19	0.08	0.05	0.16
D	235.0	0.00	84.1	0.0	0.21	0.09	0.06	0.16
D	230.0	0.00	84.1	0.0	0.21	0.09	0.06	0.16
D	230.0	0.00	89.0	0.0	0.22	0.10	0.05	0.14
D	225.0	0.00	89.0	0.0	0.22	0.10	0.05	0.14
D	225.0	0.00	106.3	0.0	0.25	0.12	0.04	0.08
D	220.0	0.00	106.3	0.0	0.25	0.12	0.04	0.08
D	220.0	0.00	101.8	0.0	0.25	0.15	0.03	0.08
D	213.3	0.00	101.8	0.0	0.25	0.15	0.03	0.08
D	213.3	0.00	300.0	0.0	0.26	0.17	0.03	0.05
D	200.0	0.00	300.0	0.0	0.27	0.17	0.03	0.05
D	200.0	0.00	300.0	0.0	0.29	0.18	0.03	0.05
D	180.0	0.00	299.8	0.0	0.30	0.18	0.03	0.05
D	180.0	0.00	300.0	0.0	0.30	0.22	0.03	0.05
D	160.0	0.00	299.8	0.0	0.31	0.22	0.03	0.05
D	160.0	0.00	300.0	0.0	0.32	0.25	0.03	0.05
D	120.0	0.00	299.9	0.0	0.34	0.27	0.03	0.05
D	120.0	0.00	300.0	0.0	0.37	0.27	0.03	0.05
D	100.0	0.00	299.9	0.0	0.37	0.28	0.03	0.05
D	100.0	0.00	300.0	0.0	0.38	0.30	0.03	0.05
D	80.0	0.00	299.9	0.0	0.39	0.31	0.03	0.05
D	80.0	0.00	300.0	0.0	0.42	0.33	0.03	0.05
D	60.0	0.00	299.9	0.0	0.43	0.33	0.03	0.05
D	60.0	0.00	300.0	0.0	0.47	0.37	0.03	0.05
D	40.0	0.00	299.9	0.0	0.48	0.37	0.03	0.05
D	40.0	0.00	300.0	0.0	0.43	0.34	0.03	0.05
D	33.3	0.00	300.0	0.0	0.43	0.34	0.03	0.05
D	33.3	0.00	299.9	0.0	0.48	0.40	0.03	0.05
D	20.0	0.00	299.9	0.0	0.48	0.40	0.03	0.05
D	20.0	0.00	300.0	0.0	0.40	0.39	0.03	0.05
D	13.3	0.00	300.0	0.0	0.40	0.39	0.03	0.05
D	13.3	0.00	299.9	0.0	0.46	0.47	0.03	0.05
D	0.0	0.00	299.9	0.0	0.46	0.47	0.03	0.05

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LOADING CONDITION Y

30 mph wind with 1 ice. Wind Azimuth: 0°

MAST LOADING  
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LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	LOAD..AT AZI	LOAD AZI	.....FORCES..... HORIZ kip	DOWN kip	.....MOMENTS..... VERTICAL ft-kip	TORSNAL ft-kip
C	260.0	0.00	0.0	0.0	0.05	0.26	0.00	0.00
C	250.0	0.00	0.0	0.0	1.43	15.26	0.00	0.00
C	238.0	0.00	0.0	0.0	1.64	10.18	0.00	0.00
C	226.0	0.00	0.0	0.0	1.65	10.18	0.00	0.00
C	214.0	0.00	0.0	0.0	1.66	10.19	0.00	0.00
D	255.0	0.00	180.0	0.0	0.01	0.15	0.00	0.00
D	250.0	0.00	180.0	0.0	0.01	0.15	0.00	0.00
D	250.0	0.00	47.0	0.0	0.02	0.20	0.22	0.01



					427229		
D	245.0	0.00	47.0	0.0	0.02	0.20	0.01
D	245.0	0.00	49.1	0.0	0.02	0.21	0.01
D	240.0	0.00	49.1	0.0	0.02	0.21	0.01
D	240.0	0.00	71.2	0.0	0.02	0.31	0.01
D	235.0	0.00	71.2	0.0	0.02	0.31	0.01
D	235.0	0.00	93.0	0.0	0.02	0.35	0.02
D	230.0	0.00	93.0	0.0	0.02	0.35	0.02
D	230.0	0.00	96.1	0.0	0.02	0.37	0.01
D	225.0	0.00	96.1	0.0	0.02	0.37	0.01
D	225.0	0.00	104.8	0.0	0.03	0.44	0.01
D	220.0	0.00	104.8	0.0	0.03	0.44	0.01
D	220.0	0.00	99.5	0.0	0.03	0.48	0.01
D	213.3	0.00	99.5	0.0	0.03	0.48	0.01
D	213.3	0.00	300.0	0.0	0.03	0.54	0.00
D	180.0	0.00	299.9	0.0	0.03	0.59	0.00
D	180.0	0.00	300.0	0.0	0.03	0.65	0.00
D	160.0	0.00	299.8	0.0	0.04	0.67	0.00
D	160.0	0.00	300.0	0.0	0.04	0.70	0.00
D	80.0	0.00	299.9	0.0	0.04	0.82	0.00
D	80.0	0.00	300.0	0.0	0.05	0.87	0.00
D	60.0	0.00	299.9	0.0	0.05	0.88	0.00
D	60.0	0.00	300.0	0.0	0.05	0.97	0.00
D	40.0	0.00	299.9	0.0	0.05	0.98	0.00
D	40.0	0.00	300.0	0.0	0.05	0.89	0.00
D	33.3	0.00	300.0	0.0	0.05	0.89	0.00
D	33.3	0.00	299.9	0.0	0.05	1.09	0.00
D	20.0	0.00	299.9	0.0	0.05	1.09	0.00
D	20.0	0.00	300.0	0.0	0.04	0.98	0.00
D	13.3	0.00	300.0	0.0	0.04	0.98	0.00
D	13.3	0.00	299.9	0.0	0.05	1.27	0.00
D	0.0	0.00	299.9	0.0	0.05	1.27	0.00

=====

MAXIMUM TENSION IN MAST MEMBERS (kip)

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ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	-----	-----	1.18 A	0.00 A
	0.67 S	1.62 S		
250.0	-----	-----	0.16 K	0.00 A
	3.55 M	4.83 N		
245.0	-----	-----	0.20 I	0.00 A
	14.40 M	4.73 B		
240.0	-----	-----	0.05 K	0.00 A
	23.62 M	6.60 M		
235.0	-----	-----	0.13 A	0.00 A
	37.68 M	7.60 B		
230.0	-----	-----	0.09 A	0.00 A
	50.83 M	7.95 T		
225.0	-----	-----	0.07 A	0.00 A
	66.03 M	10.23 T		
220.0	-----	-----	0.19 A	0.00 A
	86.15 M	11.10 T		
213.3	-----	-----	0.03 C	0.00 A
	108.31 M	13.54 T		
206.7	-----	-----	0.22 A	0.00 A
	135.12 M	13.14 L		
200.0	-----	-----	0.02 a	0.00 A
	157.18 M	12.77 R		
193.3	-----	-----	0.14 A	0.00 A
	180.23 M	12.64 L		
186.7	-----	-----	0.04 A	0.00 A
	200.06 M	12.47 R		
180.0	-----	-----	0.11 A	0.00 A
	220.61 M	12.47 L		
173.3	-----	-----	0.06 A	0.00 A
	238.79 M	12.43 R		
166.7	-----	-----	0.10 A	0.00 A
	257.61 M	12.53 L		
160.0	-----	-----	0.06 A	0.00 A
	278.66 M	13.78 R		
150.0	-----	-----	0.11 A	0.00 A
	304.65 M	13.94 X		
140.0	-----	-----	0.06 A	0.00 A
	328.54 M	14.11 X		
130.0	-----	-----	0.10 A	0.00 A
	352.84 M	14.41 X		
120.0	-----	-----	0.06 A	0.00 A

	375.70 M	14.74 R		427229	
110.0	-----	-----	0.09 A	0.00 A	
	399.03 M	15.21 X			
100.0	-----	-----	0.05 A	0.00 A	
	421.40 M	15.67 X			
90.0	-----	-----	0.08 A	0.00 A	
	444.19 M	16.22 R			
80.0	-----	-----	0.05 A	0.00 A	
	466.34 M	16.81 R			
70.0	-----	-----	0.06 A	0.00 A	
	488.99 M	17.51 R			
60.0	-----	-----	0.16 O	0.00 A	
	511.35 M	18.28 X			
50.0	-----	-----	0.08 S	0.00 A	
	534.11 M	19.14 R			
40.0	-----	-----	0.42 A	0.00 A	
	561.00 M	20.46 R			
33.3	-----	-----	1.78 U	0.00 M	
	559.73 M	27.00 X			
20.0	-----	-----	0.11 A	0.00 M	
	607.35 M	21.99 R			
13.3	-----	-----	1.68 U	0.00 G	
	605.87 M	28.28 R			
0.0	-----	-----	0.00 A	0.00 A	

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

=====

ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	-----	-----	-1.12 S	0.00 A
	-0.73 A	-1.70 A		
250.0	-----	-----	-0.15 Q	0.00 A
	-8.02 G	-4.95 B		
245.0	-----	-----	-0.16 O	0.00 A
	-19.38 G	-4.68 N		
240.0	-----	-----	-0.03 U	0.00 A
	-30.47 G	-6.81 G		
235.0	-----	-----	-0.10 S	0.00 A
	-46.36 G	-7.57 H		
230.0	-----	-----	-0.07 S	0.00 A
	-60.53 G	-8.04 H		
225.0	-----	-----	-0.04 S	0.00 A
	-78.66 G	-10.29 H		
220.0	-----	-----	-0.16 S	0.00 A
	-100.03 G	-11.12 B		
213.3	-----	-----	-0.02 U	0.00 A
	-125.79 G	-13.67 H		
206.7	-----	-----	-0.19 S	0.00 A
	-154.09 G	-13.09 R		
200.0	-----	-----	0.00 A	0.00 A
	-177.33 G	-12.86 L		
193.3	-----	-----	-0.12 S	0.00 A
	-201.90 G	-12.60 R		
186.7	-----	-----	-0.03 S	0.00 A
	-223.05 G	-12.55 L		
180.0	-----	-----	-0.10 S	0.00 A
	-245.27 G	-12.44 R		
173.3	-----	-----	-0.04 S	0.00 A
	-265.08 G	-12.51 L		
166.7	-----	-----	-0.09 S	0.00 A
	-285.74 G	-12.51 R		
160.0	-----	-----	-0.05 S	0.00 A
	-309.05 G	-13.88 L		
150.0	-----	-----	-0.10 S	0.00 A
	-338.15 G	-13.95 L		
140.0	-----	-----	-0.05 S	0.00 A
	-365.06 G	-14.19 L		
130.0	-----	-----	-0.09 S	0.00 A
	-392.60 G	-14.42 L		
120.0	-----	-----	-0.05 S	0.00 A
	-418.66 G	-14.82 L		
110.0	-----	-----	-0.08 S	0.00 A
	-445.42 G	-15.23 L		

427229

100.0	-----	-0.04 S	0.00 A
	-471.30 G -15.74 L		
90.0	-----	-0.07 S	0.00 A
	-497.86 G -16.25 L		
80.0	-----	-0.04 S	0.00 A
	-523.87 G -16.88 L		
70.0	-----	-0.06 S	0.00 A
	-550.61 G -17.55 L		
60.0	-----	-0.17 I	0.00 A
	-577.23 G -18.33 L		
50.0	-----	-0.10 A	0.00 A
	-604.52 G -19.17 L		
40.0	-----	-0.40 S	0.00 A
	-635.67 G -20.65 C		
33.3	-----	-2.06 C	0.00 G
	-637.36 G -27.08 L		
20.0	-----	-0.09 S	0.00 G
	-691.79 G -22.07 L		
13.3	-----	-1.97 C	0.00 W
	-693.76 G -28.33 L		
0.0	-----	0.00 A	0.00 A

FORCE/RESISTANCE RATIO IN LEGS  
=====

MAST ELEV ft	-- LEG COMPRESSION --			---- LEG TENSION ----		
	MAX COMP	COMP RESIST	FORCE/ RESIST RATIO	MAX TENS	TENS RESIST	FORCE/ RESIST RATIO
255.00	-----					
	0.73	57.04	0.01	0.67	76.50	0.01
250.00	-----					
	8.02	57.04	0.14	3.55	76.50	0.05
245.00	-----					
	19.38	57.04	0.34	14.40	76.50	0.19
240.00	-----					
	30.47	82.52	0.37	23.62	100.35	0.24
235.00	-----					
	46.36	82.52	0.56	37.68	100.35	0.38
230.00	-----					
	60.53	82.52	0.73	50.83	100.35	0.51
225.00	-----					
	78.66	82.52	0.95	66.03	100.35	0.66
220.00	-----					
	100.03	160.28	0.62	86.15	198.45	0.43
213.33	-----					
	125.79	160.28	0.78	108.31	198.45	0.55
206.67	-----					
	154.09	160.28	0.96	135.12	198.45	0.68
200.00	-----					
	177.33	239.46	0.74	157.18	274.95	0.57
193.33	-----					
	201.90	239.46	0.84	180.23	274.95	0.66
186.67	-----					
	223.05	239.46	0.93	200.06	274.95	0.73
180.00	-----					
	245.27	309.64	0.79	220.61	357.75	0.62
173.33	-----					
	265.08	309.64	0.86	238.79	357.75	0.67
166.67	-----					
	285.74	309.64	0.92	257.61	357.75	0.72
160.00	-----					
	309.05	507.33	0.61	278.66	457.90	0.61
150.00	-----					
	338.15	507.33	0.67	304.65	457.90	0.67
140.00	-----					
	365.06	507.33	0.72	328.54	457.90	0.72
130.00	-----					
	392.60	507.33	0.77	352.84	457.90	0.77
120.00	-----					
	418.66	507.33	0.83	375.70	457.90	0.82
110.00	-----					
	445.42	507.33	0.88	399.03	457.90	0.87
100.00	-----					
	471.30	507.33	0.93	421.40	576.00	0.73
90.00	-----					
	497.86	507.33	0.98	444.19	576.00	0.77
80.00	-----					

						427229
	523.87	621.06	0.84	466.34	656.10	0.71
70.00	550.61	621.06	0.89	488.99	656.10	0.75
60.00	577.23	621.06	0.93	511.35	656.10	0.78
50.00	604.52	621.06	0.97	534.11	656.10	0.81
40.00	635.67	640.29	0.99	561.00	656.10	0.86
33.33	637.36	640.29	1.00	559.73	656.10	0.85
20.00	691.79	844.46	0.82	607.35	865.80	0.70
13.33	693.76	844.46	0.82	605.87	865.80	0.70
0.00						

FORCE/RESISTANCE RATIO IN DIAGONALS

MAST ELEV ft	- DIAG COMPRESSION -			--- DIAG TENSION ---		
	MAX COMP	COMP RESIST	FORCE/ RESIST RATIO	MAX TENS	TENS RESIST	FORCE/ RESIST RATIO
255.00	1.70	5.65	0.30	1.62	5.65	0.29
250.00	4.95	5.65	0.88	4.83	5.65	0.86
245.00	4.68	5.65	0.83	4.73	5.65	0.84
240.00	6.81	13.03	0.52	6.60	13.03	0.51
235.00	7.57	13.03	0.58	7.60	13.03	0.58
230.00	8.04	13.03	0.62	7.95	13.03	0.61
225.00	10.29	13.03	0.79	10.23	13.03	0.79
220.00	11.12	15.19	0.73	11.10	15.19	0.73
213.33	13.67	15.19	0.90	13.54	15.19	0.89
206.67	13.09	15.19	0.86	13.14	15.19	0.87
200.00	12.86	13.34	0.96	12.77	13.34	0.96
193.33	12.60	13.34	0.94	12.64	13.34	0.95
186.67	12.55	13.34	0.94	12.47	13.34	0.93
180.00	12.44	17.21	0.72	12.47	17.21	0.72
173.33	12.51	17.21	0.73	12.43	17.21	0.72
166.67	12.51	17.21	0.73	12.53	17.21	0.73
160.00	13.88	15.01	0.92	13.78	15.01	0.92
150.00	13.95	15.01	0.93	13.94	15.01	0.93
140.00	14.19	14.82	0.96	14.11	14.82	0.95
130.00	14.42	14.82	0.97	14.41	14.82	0.97
120.00	14.82	15.77	0.94	14.74	15.77	0.93
110.00	15.23	15.77	0.97	15.21	15.77	0.96
100.00	15.74	16.62	0.95	15.67	16.62	0.94
90.00	16.25	16.62	0.98	16.22	16.62	0.98
80.00	16.88	17.72	0.95	16.81	17.72	0.95
70.00	17.55	17.72	0.99	17.51	17.72	0.99
60.00	18.33	29.77	0.62	18.28	29.77	0.61
50.00						

	19.17	29.77	0.64	19.14	29.77	427229 0.64
40.00	20.65	35.60	0.58	20.46	35.60	0.57
33.33	27.08	43.74	0.62	27.00	43.74	0.62
20.00	22.07	32.65	0.68	21.99	32.65	0.67
13.33	28.33	43.74	0.65	28.28	43.74	0.65
0.00						

# MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

NORTH		LOAD EAST	COMPONENTS DOWN	UPLIFT	TOTAL SHEAR
77.41	G	-66.66	C	729.55	G
				-636.72	M
					77.41
					G

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

HORIZONTAL			DOWN	OVERTURNING			TORSION
NORTH	EAST	TOTAL		NORTH	EAST	TOTAL	
		@ 0.0				@ 0.0	
131.3	-124.3	131.3	233.0	18600.3	-17755.9	18600.3	-67.9
S	D	S	Z	G	D	G	B

Latticed Tower Analysis (Unguyed) (c)2015 Guymast Inc. 416-736-7453  
Processed under license at:

Sabre Towers and Poles on: 20 feb 2019 at: 12:40:48

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

# LOADING CONDITION A

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

# MAST LOADING

LOAD TYPE	ELEV ft	APPLY.. RADIUS ft	LOAD.. AZI	AT AZI	LOAD AZI	.....FORCES..... HORIZ kip	DOWN kip	.....MOMENTS..... VERTICAL ft-kip	TORSNAL ft-kip
C	260.0	0.00	0.0	0.0	0.0	0.10	0.13	0.00	0.00
C	250.0	0.00	0.0	0.0	0.0	3.71	6.00	0.00	0.00
C	238.0	0.00	0.0	0.0	0.0	2.79	4.00	0.00	0.00
C	226.0	0.00	0.0	0.0	0.0	2.81	4.00	0.00	0.00
C	214.0	0.00	0.0	0.0	0.0	2.83	4.00	0.00	0.00
D	255.0	0.00	180.0	0.0	0.0	0.03	0.04	0.00	0.00
D	250.0	0.00	180.0	0.0	0.0	0.03	0.04	0.00	0.00
D	250.0	0.00	47.0	0.0	0.0	0.05	0.06	0.06	0.05
D	240.0	0.00	49.1	0.0	0.0	0.05	0.06	0.06	0.05
D	240.0	0.00	66.6	0.0	0.0	0.07	0.09	0.06	0.05
D	235.0	0.00	66.6	0.0	0.0	0.07	0.09	0.06	0.05



					427229		
D	235.0	0.00	84.1	0.0	0.07	0.10	0.06
D	225.0	0.00	89.0	0.0	0.08	0.11	0.06
D	225.0	0.00	106.3	0.0	0.09	0.13	0.04
D	220.0	0.00	106.3	0.0	0.09	0.13	0.04
D	220.0	0.00	101.8	0.0	0.09	0.17	0.04
D	213.3	0.00	101.8	0.0	0.09	0.17	0.04
D	213.3	0.00	300.0	0.0	0.09	0.19	0.03
D	180.0	0.00	299.9	0.0	0.10	0.20	0.03
D	180.0	0.00	300.0	0.0	0.11	0.24	0.03
D	160.0	0.00	299.8	0.0	0.11	0.25	0.03
D	160.0	0.00	300.0	0.0	0.11	0.28	0.03
D	100.0	0.00	299.9	0.0	0.13	0.31	0.03
D	100.0	0.00	300.0	0.0	0.13	0.33	0.03
D	80.0	0.00	299.9	0.0	0.13	0.34	0.03
D	80.0	0.00	300.0	0.0	0.15	0.36	0.03
D	60.0	0.00	299.9	0.0	0.15	0.37	0.03
D	60.0	0.00	300.0	0.0	0.16	0.41	0.03
D	40.0	0.00	299.9	0.0	0.16	0.41	0.03
D	40.0	0.00	300.0	0.0	0.15	0.38	0.03
D	33.3	0.00	300.0	0.0	0.15	0.38	0.03
D	33.3	0.00	299.9	0.0	0.16	0.45	0.03
D	20.0	0.00	299.9	0.0	0.16	0.45	0.03
D	20.0	0.00	300.0	0.0	0.14	0.43	0.03
D	13.3	0.00	300.0	0.0	0.14	0.43	0.03
D	13.3	0.00	299.9	0.0	0.16	0.52	0.03
D	0.0	0.00	299.9	0.0	0.16	0.52	0.03

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MAXIMUM MAST DISPLACEMENTS:

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ELEV ft	-----DEFLECTIONS (ft)-----			--TILTS (DEG)---		TWIST DEG
	NORTH	EAST	DOWN	NORTH	EAST	
255.0	1.091 G	1.047 J	0.015 G	0.509 G	0.489 J	0.025 L
250.0	1.047 G	1.004 J	0.015 G	0.510 G	0.490 J	0.025 L
245.0	1.000 G	0.959 J	0.014 G	0.508 G	0.488 J	0.024 L
240.0	0.956 G	0.916 J	0.014 G	0.501 G	0.481 J	0.023 L
235.0	0.911 G	0.874 J	0.014 G	0.492 G	0.472 J	0.022 L
230.0	0.868 G	0.832 J	0.013 G	0.479 G	0.459 J	0.022 L
225.0	0.826 G	0.792 J	0.013 G	0.462 G	0.443 J	0.021 L
220.0	0.785 G	0.753 J	0.012 G	0.441 G	0.423 J	0.021 H
213.3	0.734 G	0.704 J	0.012 G	0.424 G	0.407 J	0.021 H
206.7	0.684 G	0.656 J	0.011 G	0.404 G	0.388 J	0.021 H
200.0	0.638 G	0.611 J	0.011 G	0.381 G	0.366 J	0.021 H
193.3	0.592 G	0.567 J	0.010 G	0.363 G	0.349 J	0.020 H
186.7	0.549 G	0.526 J	0.010 G	0.344 G	0.330 J	0.020 H
180.0	0.508 G	0.487 J	0.009 G	0.324 G	0.311 J	0.019 H
173.3	0.470 G	0.450 J	0.009 G	0.307 G	0.295 J	0.018 H
166.7	0.434 G	0.416 J	0.008 G	0.290 G	0.278 J	0.017 H
160.0	0.400 G	0.383 J	0.008 G	0.273 G	0.262 J	0.017 H
150.0	0.352 G	0.337 J	0.008 G	0.256 G	0.245 J	0.016 H
140.0	0.307 G	0.294 J	0.007 G	0.239 G	0.229 J	0.014 H
130.0	0.265 G	0.253 J	0.007 G	0.221 G	0.212 J	0.013 H
120.0	0.226 G	0.216 J	0.006 G	0.203 G	0.195 J	0.012 H
110.0	0.190 G	0.182 J	0.006 G	0.185 G	0.177 J	0.011 H
100.0	0.157 G	0.151 J	0.005 G	0.167 G	0.160 J	0.010 H
90.0	0.128 G	0.122 J	0.005 G	0.148 G	0.142 J	0.009 H
80.0	0.102 G	0.098 J	0.004 G	0.129 G	0.123 J	0.007 H
70.0	0.079 G	-0.075 D	0.004 G	0.112 G	0.108 J	0.006 H
60.0	0.059 G	-0.056 D	0.003 G	0.096 G	0.092 J	0.005 H
50.0	0.038 G	0.036 J	0.003 G	0.078 G	0.075 J	0.004 H
40.0	0.021 G	0.020 J	0.002 G	0.060 G	0.058 J	0.003 H
33.3	0.016 G	0.016 J	0.002 L	0.050 G	0.047 J	0.003 H
20.0	0.006 G	0.006 J	0.001 D	0.026 G	0.025 J	0.002 H
13.3	0.003 G	0.003 J	0.001 D	0.018 G	0.017 J	0.001 H
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

MAXIMUM TENSION IN MAST MEMBERS (kip)

=====

ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	-----		0.43 A	0.00 A
	0.22 G	0.53 G		
250.0	-----		0.06 K	0.00 A
	0.00 A	1.64 H		
245.0	-----		0.08 I	0.00 A

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240.0	3.41 A	1.65 B	0.02 K	0.00 A
	6.03 A	2.23 A		
235.0	10.33 A	2.63 B	0.06 A	0.00 A
230.0	14.60 A	2.71 B	0.04 A	0.00 A
225.0	18.94 A	3.50 B	0.03 A	0.00 A
220.0	25.54 A	3.81 H	0.07 A	0.00 A
213.3	32.10 A	4.61 H	0.01 C	0.00 A
206.7	40.96 A	4.54 F	0.09 A	0.00 A
200.0	48.32 A	4.37 F	0.01 A	0.00 A
193.3	55.92 A	4.37 F	0.05 A	0.00 A
186.7	62.49 A	4.27 F	0.02 A	0.00 A
180.0	69.21 A	4.31 L	0.04 A	0.00 A
173.3	75.15 A	4.27 F	0.02 A	0.00 A
166.7	81.25 A	4.34 F	0.04 A	0.00 A
160.0	88.05 A	4.74 F	0.02 A	0.00 A
150.0	96.35 A	4.82 F	0.04 A	0.00 A
140.0	103.97 A	4.85 F	0.02 A	0.00 A
130.0	111.67 A	4.97 L	0.04 A	0.00 A
120.0	118.92 A	5.07 F	0.02 A	0.00 A
110.0	126.27 A	5.24 L	0.03 A	0.00 A
100.0	133.26 A	5.38 F	0.02 A	0.00 A
90.0	140.33 A	5.58 F	0.03 A	0.00 A
80.0	147.17 A	5.77 F	0.02 A	0.00 A
70.0	154.12 A	6.02 L	0.02 A	0.00 A
60.0	160.93 A	6.28 F	0.05 C	0.00 A
50.0	167.81 A	6.58 F	0.02 G	0.00 A
40.0	176.33 A	7.00 F	0.16 A	0.00 A
33.3	174.92 A	9.27 F	0.58 I	0.00 G
20.0	190.27 A	7.54 F	0.04 A	0.00 G
13.3	188.62 A	9.71 F	0.54 I	0.00 C
0.0			0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	-0.27 A	-0.61 A	-0.37 G	0.00 A
250.0	-4.00 G	-1.74 B	-0.05 E	0.00 A
245.0	-8.03 G	-1.60 H	-0.04 C	0.00 A
240.0	-12.35 G	-2.39 G	-0.01 E	0.00 A

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235.0	-----		-0.02 G	0.00 A
	-18.28 G	-2.60 B		
230.0	-----		-0.02 G	0.00 A
	-23.39 G	-2.79 B		
225.0	-----		0.00 G	0.00 A
	-30.39 G	-3.55 B		
220.0	-----		-0.05 G	0.00 A
	-37.98 G	-3.82 B		
213.3	-----		0.00 I	0.00 A
	-47.75 G	-4.74 H		
206.7	-----		-0.06 G	0.00 A
	-57.78 G	-4.49 F		
200.0	-----		0.00 A	0.00 A
	-66.00 G	-4.46 F		
193.3	-----		-0.04 G	0.00 A
	-74.76 G	-4.33 L		
186.7	-----		-0.01 G	0.00 A
	-82.28 G	-4.35 F		
180.0	-----		-0.03 G	0.00 A
	-90.25 G	-4.29 F		
173.3	-----		-0.01 G	0.00 A
	-97.38 G	-4.34 L		
166.7	-----		-0.03 G	0.00 A
	-104.87 G	-4.32 F		
160.0	-----		-0.01 G	0.00 A
	-113.33 G	-4.83 F		
150.0	-----		-0.03 G	0.00 A
	-123.97 G	-4.83 F		
140.0	-----		-0.01 G	0.00 A
	-133.81 G	-4.93 F		
130.0	-----		-0.03 G	0.00 A
	-143.91 G	-4.99 F		
120.0	-----		-0.01 G	0.00 A
	-153.48 G	-5.14 L		
110.0	-----		-0.02 G	0.00 A
	-163.32 G	-5.26 F		
100.0	-----		-0.01 G	0.00 A
	-172.87 G	-5.45 L		
90.0	-----		-0.02 G	0.00 A
	-182.69 G	-5.61 F		
80.0	-----		-0.01 G	0.00 A
	-192.33 G	-5.84 L		
70.0	-----		-0.02 G	0.00 A
	-202.26 G	-6.05 F		
60.0	-----		-0.06 I	0.00 A
	-212.18 G	-6.33 F		
50.0	-----		-0.04 A	0.00 A
	-222.38 G	-6.61 F		
40.0	-----		-0.12 G	0.00 A
	-233.72 G	-7.13 C		
33.3	-----		-0.73 C	0.00 A
	-235.13 G	-9.34 F		
20.0	-----		-0.03 G	0.00 A
	-254.72 G	-7.61 F		
13.3	-----		-0.71 C	0.00 B
	-256.37 G	-9.76 F		
0.0	-----		0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

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-----LOAD-----	COMPONENTS-----	TOTAL
NORTH	EAST DOWN UPLIFT	SHEAR
27.65 G	-23.82 C 269.34 G -198.44 A	27.65 G

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

=====

-----HORIZONTAL-----			DOWN	-----OVERTURNING-----			TORSION
NORTH	EAST	TOTAL		NORTH	EAST	TOTAL	
		@ 0.0				@ 0.0	
45.1 G	42.8 J	45.1 G	91.8 D	6409.5 G	6120.7 J	6409.5 G	23.3 H

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427229

# MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES

Tower Description 255' S3TL Series HD1

Customer AT&T

Project Number 427229

Date 2/20/2019

Engineer REB

## Overall Loads:

Factored Moment (ft-kips)	18600.30
Factored Axial (kips)	233.02
Factored Shear (kips)	131.25

## Individual Leg Loads:

Factored Uplift (kips)	637.00
Factored Download (kips)	730.00
Factored Shear (kips)	77.00

Tower eccentric from mat (ft)= 2.5

Width of Tower (ft)	31
Ultimate Bearing Pressure	5.00
Bearing $\Phi_s$	0.75

Allowable Bearing Pressure (ksf)	2.50
Safety Factor	2.00

Bearing Design Strength (ksf)	3.75
Water Table Below Grade (ft)	999
Width of Mat (ft)	40.5
Thickness of Mat (ft)	1.75
Depth to Bottom of Slab (ft)	6.5
Bolt Circle Diameter (in)	18

Max. Factored Net Bearing Pressure (ksf) 3.62

Minimum Mat Width (ft) 38.17

Top of Concrete to Top of Bottom Threads (in)	72.625
Diameter of Pier (ft)	4.5
Ht. of Pier Above Ground (ft)	0.5
Ht. of Pier Below Ground (ft)	4.75
Quantity of Bars in Mat	76
Bar Diameter in Mat (in)	1.27
Area of Bars in Mat (in <sup>2</sup> )	96.27
Spacing of Bars in Mat (in)	6.38
Quantity of Bars Pier	22
Bar Diameter in Pier (in)	1
Tie Bar Diameter in Pier (in)	0.5
Spacing of Ties (in)	8
Area of Bars in Pier (in <sup>2</sup> )	17.28
Spacing of Bars in Pier (in)	6.55
f'c (ksi)	4.5
fy (ksi)	60
Unit Wt. of Soil (kcf)	0.11
Unit Wt. of Concrete (kcf)	0.15
Volume of Concrete (yd <sup>3</sup> )	115.59

Minimum Pier Diameter (ft) 2.83  
Equivalent Square b (ft) 3.99

Recommended Spacing (in) 6 to 12

Minimum Pier A<sub>s</sub> (in<sup>2</sup>) 11.45  
Recommended Spacing (in) 5 to 12



# MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES (CONTINUED)

## Two-Way Shear:

Average d (in)	16.73		
$\phi v_c$ (ksi)	0.228	$v_u$ (ksi)	0.215
$\phi v_c = \phi(2 + 4/\beta_c)f'_c{}^{1/2}$	0.342		
$\phi v_c = \phi(\alpha_s d/b_o + 2)f'_c{}^{1/2}$	0.286		
$\phi v_c = \phi 4f'_c{}^{1/2}$	0.228		
Shear perimeter, $b_o$ (in)	222.20		
$\beta_c$	1		

## Stability:

Overturning Design Strength (ft-k)	24932.8	Factored Overturning Moment (ft-k)	19519.1
<b>One-Way Shear:</b>			
$\phi V_c$ (kips)	927.2	$V_u$ (kips)	765.2
<b>Pier Design:</b>			
Design Tensile Strength (kips)	933.1	$T_u$ (kips)	637.0
$\phi V_n$ (kips)	226.2	$V_u$ (kips)	77.0
$\phi V_c = \phi 2(1 + N_u/(500A_g))f'_c{}^{1/2}b_w d$	118.0		
$V_s$ (kips)	127.2	*** $V_s$ max = $4 f'_c{}^{1/2}b_w d$ (kips)	626.0
Maximum Spacing (in)	8.67	(Only if Shear Ties are Required)	
Actual Hook Development (in)	15.46	Req'd Hook Development $l_{dh}$ (in)	10.84
		*** Ref. ACI 11.5.5 & 11.5.6.3	

## Anchor Bolt Pull-Out:

$\phi P_c = \phi \lambda (2/3)f'_c{}^{1/2}(2.8A_{SLOPE} + 4A_{FLAT})$	345.1	$P_u$ (kips)	637.0
Pier Rebar Development Length (in)	55.63	Required Length of Development (in)	30.53

## Flexure in Slab:

$\phi M_n$ (ft-kips)	6574.9	$M_u$ (ft-kips)	6498.1
a (in)	3.11		
Steel Ratio	0.01184		
$\beta_1$	0.825		
Maximum Steel Ratio ( $\rho_l$ )	0.0197		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	126.54	Required Development in Pad (in)	18.09

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

# **DRILLED STRAIGHT PIER DESIGN BY SABRE TOWERS & POLES**

Tower Description 255' S3TL Series HD1

Customer Name AT&T

Job Number 427229

Date 2/20/2019

Engineer REB

Factored Uplift (kips)	637
Factored Download (kips)	730
Factored Shear (kips)	77
Ultimate Bearing Pressure	9
Bearing $\Phi_s$	0.75
Bearing Design Strength (ksf)	6.75
Water Table Below Grade (ft)	999
Bolt Circle Diameter (in)	18
Top of Concrete to Top of Bottom Threads (in)	72.625
Pier Diameter (ft)	8
Ht. Above Ground (ft)	0.5
Pier Length Below Ground (ft)	57
Quantity of Bars	38
Bar Diameter (in)	1.128
Tie Bar Diameter (in)	0.625
Spacing of Ties (in)	12
Area of Bars (in <sup>2</sup> )	37.97
Spacing of Bars (in)	7.24
f'c (ksi)	4.5
fy (ksi)	60
Unit Wt. of Concrete (kcf)	0.15
Download Friction $\Phi_s$	0.75
Uplift Friction $\Phi_s$	0.75

Volume of Concrete (yd<sup>3</sup>) 107.05

Skin Friction Factor for Uplift 1

Ignore Bottom Length in Download? ☐

Minimum Pier Diameter (ft) 2.83

Minimum Area of Steel (in<sup>2</sup>) 36.19

Length to Ignore Download (ft)

0

Depth at Bottom of Layer (ft)	Ult. Skin Friction (ksf)	(Ult. Skin Friction)*(Uplift Factor)	$\gamma$ (kcf)
100	0.50	0.50	0.11
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0

## **Download:**

Factored Net Weight of Concrete (kips)	142.1
Bearing Design Strength (kips)	339.3
Skin Friction Design Strength (kips)	537.2
Download Design Strength (kips)	876.5

Factored Net Download (kips) 872.1

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

## **Uplift:**

Nominal Skin Friction (kips)	716.3
Wc, Weight of Concrete (kips)	433.5
W <sub>R</sub> , Soil Resistance (kips)	9703.8
ΦsWr+0.9Wc (kips)	7668.1

Uplift Design Strength (kips)	927.4
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Factored Uplift (kips)	637.0
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## **Pier Design:**

Design Tensile Strength (kips)	2050.6
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T <sub>u</sub> (kips)	637.0
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ΦV <sub>n</sub> (kips)	692.8
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V <sub>u</sub> (kips)	77.0
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ΦV <sub>c</sub> =Φ2(1+N <sub>u</sub> /(500A <sub>g</sub> ))f' <sub>c</sub> <sup>1/2</sup> b <sub>w</sub> d (kips)	692.8
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V <sub>s</sub> (kips)	0.0
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*** V <sub>s</sub> max = 4 f' <sub>c</sub> <sup>1/2</sup> b <sub>w</sub> d (kips)	1978.3
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Maximum Spacing (in)	7.62
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(Only if Shear Ties are Required)

\*\*\* Ref. ACI 11.5.5 & 11.5.6.3

## **Anchor Bolt Pull-Out:**

ΦP <sub>c</sub> =Φλ(2/3)f' <sub>c</sub> <sup>1/2</sup> (2.8A <sub>SLOPE</sub> + 4A <sub>FLAT</sub> )	1089.9
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P <sub>u</sub> (kips)	637.0
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Rebar Development Length (in)	34.81
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Required Length of Development (in)	N/A
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Condition	1 is OK, 0 Fails
Download	1
Uplift	1
Area of Steel	1
Shear	1
Anchor Bolt Pull-Out	1
Interaction Diagram Visual Check	1

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



## KY Public Service Commission

### Master Utility Search

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

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

	Utility ID	Utility Name	Utility Type	Class	City	State
<a href="#">View</a>	4111300	2600Hz, Inc. dba ZSWITCH	Cellular	C	San Francisco	CA
<a href="#">View</a>	4107900	365 Wireless, LLC	Cellular	D	Atlanta	GA
<a href="#">View</a>	4109300	Access Point, Inc.	Cellular	D	Cary	NC
<a href="#">View</a>	4108300	Air Voice Wireless, LLC	Cellular	A	Bloomfield Hill	MI
<a href="#">View</a>	4110650	Alliant Technologies of KY, L.L.C.	Cellular	D	Morristown	NJ
<a href="#">View</a>	44451184	Alltel Corporation d/b/a Verizon Wireless	Cellular	A	Lisle	IL
<a href="#">View</a>	4110850	AltaWorx, LLC	Cellular	D	Fairhope	AL
<a href="#">View</a>	4107800	American Broadband and Telecommunications Company	Cellular	D	Toledo	OH
<a href="#">View</a>	4108650	AmeriMex Communications Corp.	Cellular	D	Dunedin	FL
<a href="#">View</a>	4105100	AmeriVision Communications, Inc. d/b/a Affinity 4	Cellular	D	Virginia Beach	VA
<a href="#">View</a>	4110700	Andrew David Balholm dba Norcell	Cellular	D	Clayton	WA
<a href="#">View</a>	4108600	BCN Telecom, Inc.	Cellular	D	Morristown	NJ
<a href="#">View</a>	4110550	Blue Casa Mobile, LLC	Cellular	D	Santa Barbara	CA
<a href="#">View</a>	4111050	BlueBird Communications, LLC	Cellular	C	New York	NY
<a href="#">View</a>	4202300	Bluegrass Wireless, LLC	Cellular	A	Elizabethtown	KY
<a href="#">View</a>	4107600	Boomerang Wireless, LLC	Cellular	B	Hiawatha	IA
<a href="#">View</a>	4105500	BullsEye Telecom, Inc.	Cellular	D	Southfield	MI



<a href="#">View</a>	4100700	Cellco Partnership dba Verizon Wireless	Cellular	A	Basking Ridge	NJ
<a href="#">View</a>	4106600	Cintex Wireless, LLC	Cellular	D	Rockville	MD
<a href="#">View</a>	4111150	Comcast OTR1, LLC	Cellular	D	Philadelphia	PA
<a href="#">View</a>	4101900	Consumer Cellular, Incorporated	Cellular	A	Portland	OR
<a href="#">View</a>	4106400	Credo Mobile, Inc.	Cellular	B	San Francisco	CA
<a href="#">View</a>	4108850	Cricket Wireless, LLC	Cellular	D	San Antonio	TX
<a href="#">View</a>	4111500	CSC Wireless, LLC d/b/a Altice Wireless	Cellular	C	Long Island City	NY
<a href="#">View</a>	10640	Cumberland Cellular Partnership	Cellular	A	Elizabethtown	KY
<a href="#">View</a>	4111200	Dynalink Communications, Inc.	Cellular	C	Brooklyn	NY
<a href="#">View</a>	4101000	East Kentucky Network, LLC dba Appalachian Wireless	Cellular	A	Ivel	KY
<a href="#">View</a>	4002300	Easy Telephone Service Company dba Easy Wireless	Cellular	D	Ocala	FL
<a href="#">View</a>	4109500	Enhanced Communications Group, LLC	Cellular	D	Bartlesville	OK
<a href="#">View</a>	4110450	Excellus Communications, LLC	Cellular	D	Chattanooga	TN
<a href="#">View</a>	4105900	Flash Wireless, LLC	Cellular	C	Concord	NC
<a href="#">View</a>	4104800	France Telecom Corporate Solutions L.L.C.	Cellular	D	Oak Hill	VA
<a href="#">View</a>	4109350	Global Connection Inc. of America	Cellular	D	Norcross	GA
<a href="#">View</a>	4102200	Globalstar USA, LLC	Cellular	B	Covington	LA
<a href="#">View</a>	4109600	Google North America Inc.	Cellular	A	Mountain View	CA
<a href="#">View</a>	33350363	Granite Telecommunications, LLC	Cellular	D	Quincy	MA
<a href="#">View</a>	4106000	GreatCall, Inc. d/b/a Jitterbug	Cellular	A	San Diego	CA
<a href="#">View</a>	10630	GTE Wireless of the Midwest dba Verizon Wireless	Cellular	A	Basking Ridge	NJ
<a href="#">View</a>	4103100	i-Wireless, LLC	Cellular	A	Newport	KY
<a href="#">View</a>	4109800	IM Telecom, LLC d/b/a Infiniti Mobile	Cellular	D	Tulsa	OK
<a href="#">View</a>	22215360	KDDI America, Inc.	Cellular	D	New York	NY
<a href="#">View</a>	10872	Kentucky RSA #1 Partnership	Cellular	A	Basking Ridge	NJ
<a href="#">View</a>	10680	Kentucky RSA #3 Cellular General	Cellular	A	Elizabethtown	KY
<a href="#">View</a>	10681	Kentucky RSA #4 Cellular General	Cellular	A	Elizabethtown	KY
<a href="#">View</a>	4109750	Konatel, Inc. dba telecom.mobi	Cellular	D	Johnstown	PA
<a href="#">View</a>	4111250	Liberty Mobile Wireless, LLC	Cellular	C	Sunny Isles Beach	
<a href="#">View</a>	4111400	Locus Telecommunications, LLC	Cellular	C	Fort Lee	NJ
<a href="#">View</a>	4110900	Lunar Labs, Inc.	Cellular	D	Detroit	MI
<a href="#">View</a>	4107300	Lycamobile USA, Inc.	Cellular	D	Newark	NJ
<a href="#">View</a>	4108800	MetroPCS Michigan, LLC	Cellular	A	Bellevue	WA

<a href="#">View</a>	4109650	Mitel Cloud Services, Inc.	Cellular	D	Mesa	AZ
<a href="#">View</a>	4202400	New Cingular Wireless PCS, LLC dba AT&T Mobility, PCS	Cellular	A	San Antonio	TX
<a href="#">View</a>	10900	New Par dba Verizon Wireless	Cellular	A	Basking Ridge	NJ
<a href="#">View</a>	4000800	Nextel West Corporation	Cellular	D	Overland Park	KS
<a href="#">View</a>	4001300	NPCR, Inc. dba Nextel Partners	Cellular	D	Overland Park	KS
<a href="#">View</a>	4001800	OnStar, LLC	Cellular	A	Detroit	MI
<a href="#">View</a>	4110750	Onvoy Spectrum, LLC	Cellular	D	Plymouth	MN
<a href="#">View</a>	4109050	Patriot Mobile LLC	Cellular	D	Irving	TX
<a href="#">View</a>	4110250	Plintron Technologies USA LLC	Cellular	D	Bellevue	WA
<a href="#">View</a>	33351182	PNG Telecommunications, Inc. dba PowerNet Global Communications	Cellular	D	Cincinnati	OH
<a href="#">View</a>	4202100	Powertel/Memphis, Inc. dba T- Mobile	Cellular	A	Bellevue	WA
<a href="#">View</a>	4107700	Puretalk Holdings, LLC	Cellular	A	Covington	GA
<a href="#">View</a>	4111350	Q LINK MOBILE LLC	Cellular	C	Dania Beach	FL
<a href="#">View</a>	4106700	Q Link Wireless, LLC	Cellular	B	Dania	FL
<a href="#">View</a>	4108700	Ready Wireless, LLC	Cellular	B	Hiawatha	IA
<a href="#">View</a>	4110500	Republic Wireless, Inc.	Cellular	D	Raleigh	NC
<a href="#">View</a>	4111100	ROK Mobile, Inc.	Cellular	C	Culver City	CA
<a href="#">View</a>	4106200	Rural Cellular Corporation	Cellular	A	Basking Ridge	NJ
<a href="#">View</a>	4108550	Sage Telecom Communications, LLC dba TruConnect	Cellular	D	Los Angeles	CA
<a href="#">View</a>	4109150	SelecTel, Inc. d/b/a SelecTel Wireless	Cellular	D	Freemont	NE
<a href="#">View</a>	4106300	SI Wireless, LLC	Cellular	A	Carbondale	IL
<a href="#">View</a>	4110150	Spectrotel, Inc. d/b/a Touch Base Communications	Cellular	D	Neptune	NJ
<a href="#">View</a>	4111450	Spectrum Mobile, LLC	Cellular	C	St. Louis	MO
<a href="#">View</a>	4200100	Sprint Spectrum, L.P.	Cellular	A	Atlanta	GA
<a href="#">View</a>	4200500	SprintCom, Inc.	Cellular	A	Atlanta	GA
<a href="#">View</a>	4109550	Stream Communications, LLC	Cellular	D	Dallas	TX
<a href="#">View</a>	4110200	T C Telephone LLC d/b/a Horizon Cellular	Cellular	D	Red Bluff	CA
<a href="#">View</a>	4202200	T-Mobile Central, LLC dba T- Mobile	Cellular	A	Bellevue	WA
<a href="#">View</a>	4002500	TAG Mobile, LLC	Cellular	D	Carrollton	TX
<a href="#">View</a>	4109700	Telecom Management, Inc. dba Pioneer Telephone	Cellular	D	South Portland	ME
<a href="#">View</a>	4107200	Telefonica USA, Inc.	Cellular	D	Miami	FL
<a href="#">View</a>	4108900	Telrite Corporation	Cellular	D	Covington	GA
<a href="#">View</a>	4108450	Tempo Telecom, LLC	Cellular	D	Atlanta	GA
<a href="#">View</a>	4109950	The People's Operator USA, LLC	Cellular	D	New York	NY



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

**EXHIBIT E**  
**FAA**





Federal Aviation  
Administration

« OE/AAA

## Proposed Case for KY: 2019-ASO-9069-OE

### For information only.

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

Overview				
Study (ASN): 2019-ASO-9069-OE	Received Date: 03/13/2019			
Prior Study:	Entered Date: 03/13/2019			
Status: Work In Progress	Map: <a href="#">View Map</a>			
Construction Info	Structure Summary			
Notice Of: CONSTR	Structure Type: Antenna Tower			
Duration: PERM (Months: 0 Days: 0)	Structure Name: Saybrook (277147)			
Work Schedule:	FCC Number:			
Structure Details	Height and Elevation			
Latitude (NAD 83): 36° 42' 07.59" N				
Longitude (NAD 83): 83° 57' 35.96" W				
Datum: NAD 83				
City: Siler				
State: KY				
Nearest County: Whitley				
	<b>Proposed</b>			
	Site Elevation: 1347			
	Structure Height: 270			
	Total Height (AMSL): 1617			
Frequencies				
Low Freq	High Freq	Unit	ERP	Unit
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W

Previous [Back to Search](#) Next

3/20/2019

Proposed Case for KY: 2019-ASO-9069-OE

Result

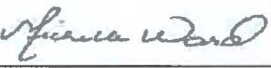
**EXHIBIT F**  
**KENTUCKY AIRPORT ZONING COMMISSION**



KENTUCKY TRANSPORTATION CABINET  
KENTUCKY AIRPORT ZONING COMMISSION

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

**APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE**

<b>APPLICANT (name)</b> John Monday		<b>PHONE</b> 855-699-7073	<b>FAX</b> 972-907-1131	<b>KY AERONAUTICAL STUDY #</b>	
<b>ADDRESS (street)</b> 3300 E. Renner Road, B3132		<b>CITY</b> Richardson		<b>STATE</b> TX	<b>ZIP</b> 75082
<b>APPLICANT'S REPRESENTATIVE (name)</b> Julie Kupperman		<b>PHONE</b> 561-460-2361	<b>FAX</b> N/A		
<b>ADDRESS (street)</b> 1975 Joe B. Jackson Pkwy.		<b>CITY</b> Murfreesboro		<b>STATE</b> TN	<b>ZIP</b> 37127
<b>APPLICATION FOR</b> <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Alteration <input type="checkbox"/> Existing				<b>WORK SCHEDULE</b>	
<b>DURATION</b> <input type="checkbox"/> Permanent <input type="checkbox"/> Temporary (months days )				Start End TBD	
<b>TYPE</b> <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		<b>MARKING/PAINTING/LIGHTING PREFERRED</b> <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			
<b>LATITUDE</b> 36° 42' 07.59 "		<b>LONGITUDE</b> 83° 57' 35.96 "		<b>DATUM</b> <input checked="" type="checkbox"/> NAD83 <input type="checkbox"/> NAD27 <input type="checkbox"/> Other	
<b>NEAREST KENTUCKY</b> City Siler County Whitley		<b>NEAREST KENTUCKY PUBLIC USE OR MILITARY AIRPORT</b> Middlesboro-Bell			
<b>SITE ELEVATION (AMSL, feet)</b> 1347		<b>TOTAL STRUCTURE HEIGHT (AGL, feet)</b> 270		<b>CURRENT (FAA aeronautical study #)</b> 2019-ASO-9069-OE	
<b>OVERALL HEIGHT (site elevation plus total structure height, feet)</b> 1617				<b>PREVIOUS (FAA aeronautical study #)</b> N/A	
<b>DISTANCE (from nearest Kentucky public use or Military airport to structure)</b> 12.07				<b>PREVIOUS (KY aeronautical study #)</b> N/A	
<b>DIRECTION (from nearest Kentucky public use or Military airport to structure)</b> Northwest					
<b>DESCRIPTION OF LOCATION</b> (Attach USGS 7.5 minute quadrangle map or an airport layout drawing with the precise site marked and any certified survey.) 1A and Quad attached					
<b>DESCRIPTION OF PROPOSAL</b> AT&T proposes to construct a 255' cell tower with a 15' lightning rod for an overall height of 270'.					
<b>FAA Form 7460-1</b> (Has the "Notice of Construction or Alteration" been filed with the Federal Aviation Administration?) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, when? 3/12/2019					
<b>CERTIFICATION</b> (I hereby certify that all the above entries, made by me, are true, complete, and correct to the best of my knowledge and belief.)					
<b>PENALTIES</b> (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.)					
<b>NAME</b> Michelle Ward	<b>TITLE</b> Sr. Real Estate Mgr.	<b>SIGNATURE</b> 		<b>DATE</b> 3/14/2019	
<b>COMMISSION ACTION</b> <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved		<input type="checkbox"/> Chairperson, KAZC <input type="checkbox"/> Administrator, KAZC			
<b>SIGNATURE</b>		<b>DATE</b>			



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



February 12, 2019

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

Subject: Geotechnical Investigation

Site Name: SAYBROOK (KYL06088)

Site Address: 15582 East Highway 92, Siler, KY 40763, Whitley County

Coordinates: N36° 42' 07.59", W83° 57' 35.69"

POD Project No. 19-33523

Dear Ms. Ward:

Power of Design (POD) was authorized in February 2019 to complete the Geotechnical Investigation for the subject Property. We utilized the survey of the subject Property dated February 1, 2019. The Property is located in a steep forested area east of East Highway 92. The Property includes a proposed 100-foot by 100-foot lease area located in a steep forested area with a proposed approximate 2613-foot long by 30-foot wide access/utility easement. The proposed easement would extend in an eastern direction off East Highway 92, turning south, north, east, and north to the proposed lease area.

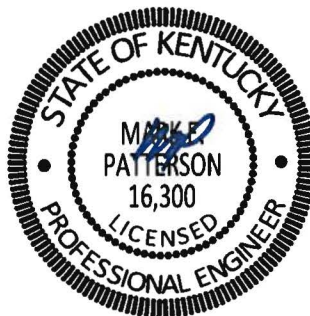
Due to extensive clearing of trees and a steep hillside along the proposed access/utility easement, it would not be possible for a geotechnical drill rig to access the center of the lease area. In order to complete the requested Geotechnical Investigation, tree-clearing and access road improvements would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

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

Cordially,

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

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





# Preliminary Geotechnical Investigation

**Site Name:** SAYBROOK  
(KYL06088)

**Site Address:** 15582 East Highway 92  
Siler, KY 40763  
Whitley County

**Coordinates:** N36° 42' 07.59"  
W83° 57' 35.96"

**POD ProjectNo.** 19-33523



## SUBMITTED TO:

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

## PREPARED BY:

Power of Design  
11490 Bluegrass Parkway  
Louisville, KY 40299



---

February 12, 2019

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

Re:    **Subject: Preliminary Geotechnical Investigation**  
      Site Name:   SAYBROOK (KYL06088)  
      Site Address: 15582 East Highway 92  
                    Siler, KY 40763  
                    Whitley County  
      Coordinates: N36° 42' 07.59", W83° 57' 35.96"  
      POD Project No. 19-33523

Dear Ms. Ward:

Power of Design (POD) is pleased to submit this report of our Preliminary Geotechnical Investigation for the proposed project. Our services were provided as authorized electronically on February 1, 2019.

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

#### **Purpose and Scope of Work**

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

#### **Project Information**

POD provided a survey dated 2/1/19 of the Property. The Property is located in a steep forested area east of East Highway 92. We understand that plans call for a new 255-foot tall self-support tower with 15' lightning arrestor on the site, approximately as shown on Figure 1.





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### **Estimated Site and Subsurface Conditions**

The topography leading up to the proposed compound varies from gradual to steep slopes. The elevation at the proposed tower location is about 1347 feet AMSL.

The soil survey shows the Latham-Dekalb Complex (LDF) soil type for the proposed tower location. A description of this soil type is attached. In summary, the general soil profile description includes a silt loam to a depth of approximately 6 inches, silty clay to a depth of approximately 2 feet, with rock being at approximately 2-3 feet.

### **Recommendations**

Based on the anticipated shallow rock, the tower will likely be supported on a mat foundation system. Groundwater should likely be encountered in the foundation excavation. Assuming solid rock at the tower foundation bearing level, a nominal bearing pressure of about 80 kips per square foot is likely appropriate.

We appreciate the opportunity to be of service.

Cordially,

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

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



Appendix A Figure 1 - Topographic Map and Site Survey

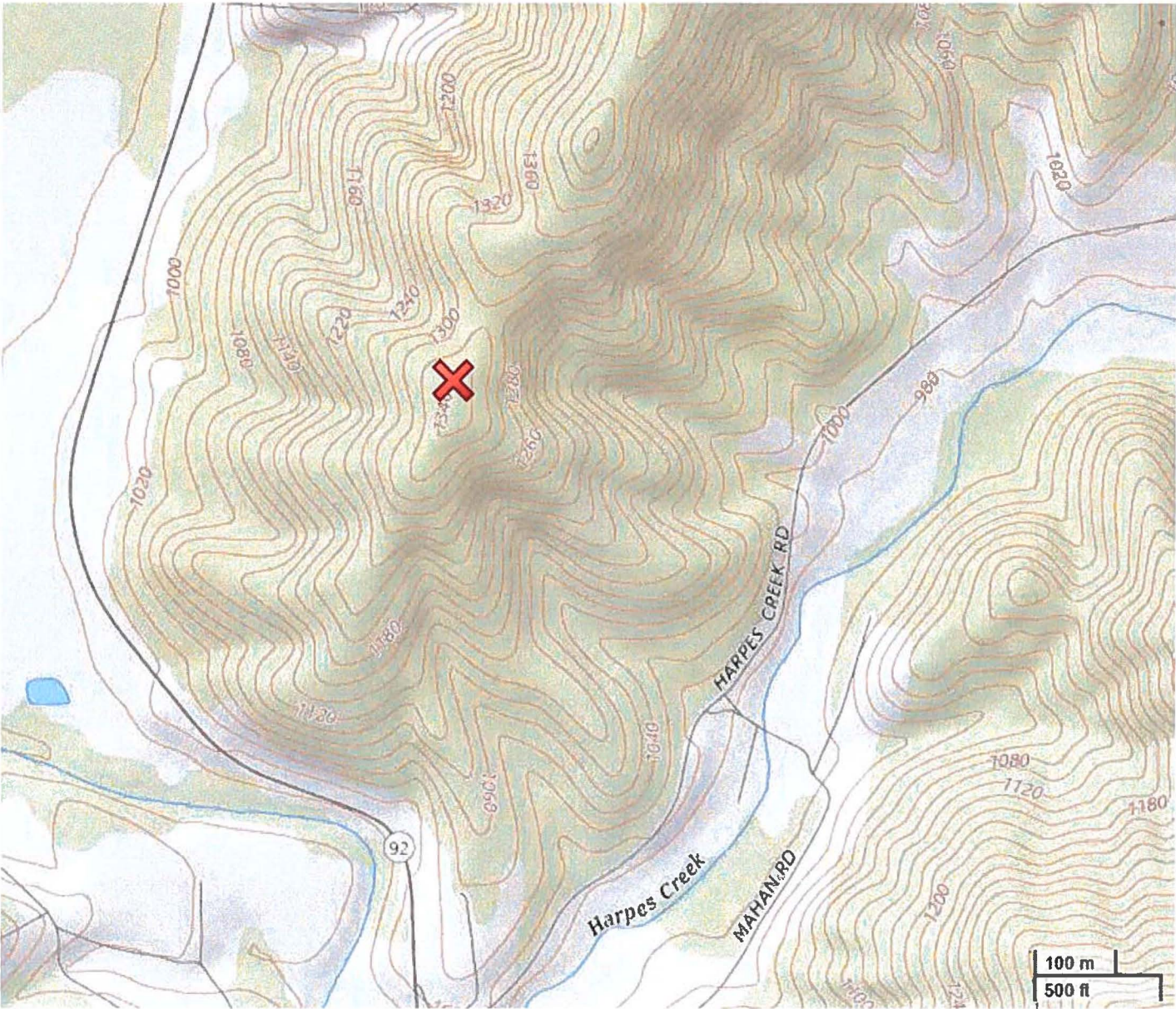
Appendix B Soil Survey and Soil Descriptions



## **APPENDIX A**


### **Topographic Map and Site Survey**



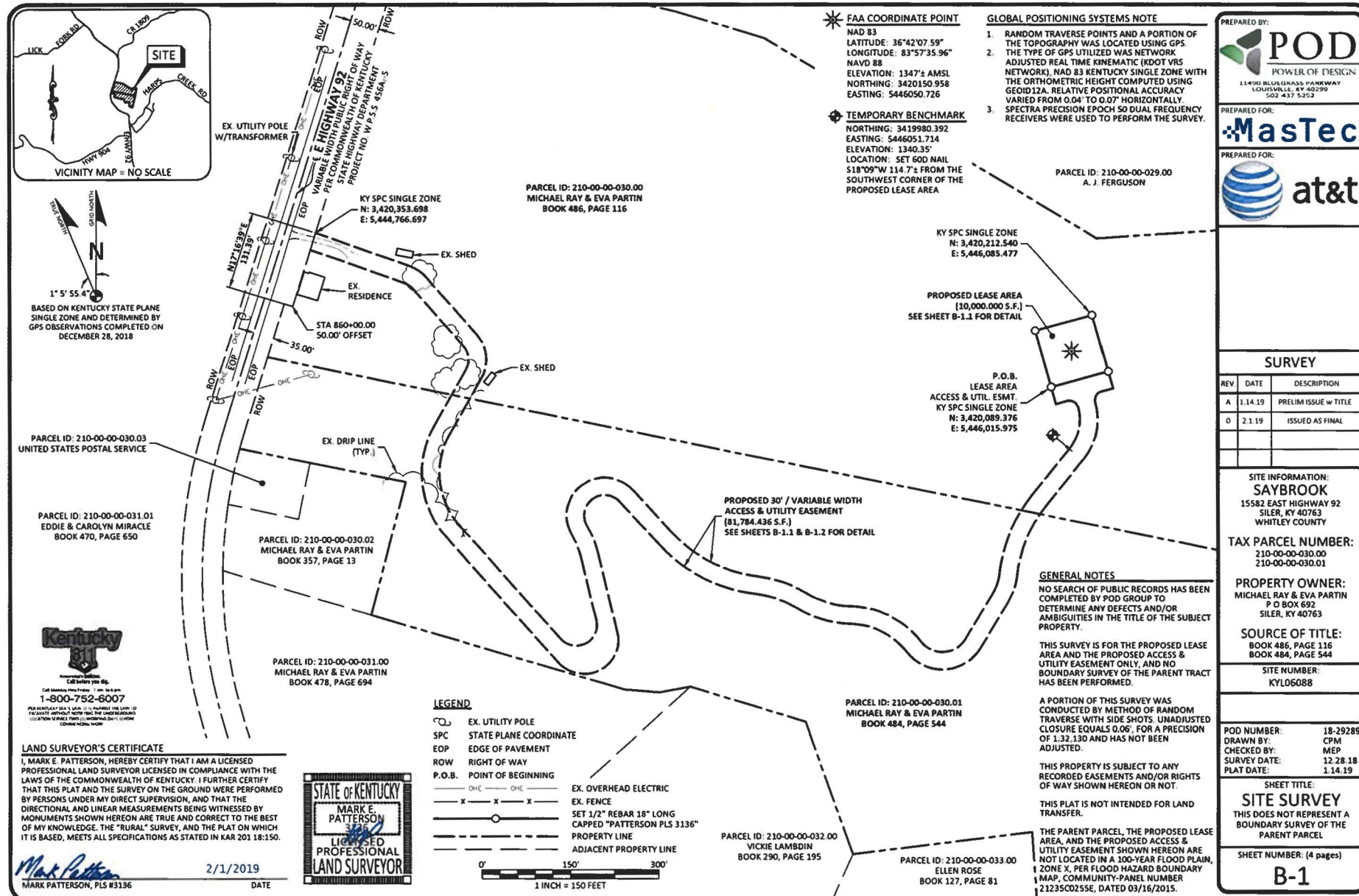


Source: U.S. Geological Survey, 20160324, USGS US Topo 7.5-minute map for Frakes, KY  
2016: USGS - National Geospatial Technical Operations Center (NGTOC).

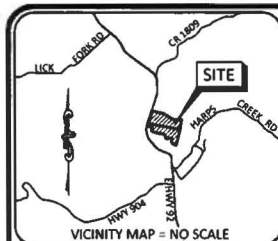
**X** = Proposed Site

	<p><b>Site Name:</b> SAYBROOK (KYL06088)</p> <p><b>Site Address:</b> 15582 East Highway 92 Siler, KY 40763 Whitley County</p> <p><b>Coordinates:</b> N36° 42' 07.59" W83° 57' 35.96"</p>	<p><b>Figure 1:</b></p> <p><b>Site Location Plan</b></p>
---	--	--







**GENERAL NOTES**

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

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

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.06', FOR A PRECISION OF 1:32,130 AND HAS NOT BEEN ADJUSTED.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA, AND THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE X, PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21235C0255E, DATED 03/16/2015.

**FAA COORDINATE POINT**

NAD 83  
LATITUDE: 36°42'07.59"  
LONGITUDE: 83°57'35.96"  
NAVD 88  
ELEVATION: 1347'± AMSL  
NORTHING: 3420150.958  
EASTING: 5446050.726

**TEMPORARY BENCHMARK**

NORTHING: 3419980.392  
EASTING: 5446051.714  
ELEVATION: 1340.35'  
LOCATION: SET 60D NAIL  
S18°09'W 114.7'± FROM THE  
SOUTHWEST CORNER OF THE  
PROPOSED LEASE AREA

**GLOBAL POSITIONING SYSTEMS NOTE**

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



PARCEL ID: 210-00-00-030.01  
MICHAEL RAY & EVA PARTIN  
BOOK 484, PAGE 544

PARCEL ID: 210-00-00-030.01  
MICHAEL RAY & EVA PARTIN  
BOOK 484, PAGE 544

PARCEL ID: 210-00-00-032.00  
VICKIE LAMBDIN  
BOOK 290, PAGE 195

PROPOSED 30' / VARIABLE WIDTH  
ACCESS & UTILITY EASEMENT  
(81,784.436 S.F.)

P.O.B.  
LEASE AREA  
ACCESS & UTIL. ESMT.  
KY SPC SINGLE ZONE  
N: 3,420,089.376  
E: 5,446,015.975

KY SPC SINGLE ZONE  
N: 3,420,212.540  
E: 5,446,085.477

PARCEL ID: 210-00-00-030.00  
MICHAEL RAY & EVA PARTIN  
BOOK 485, PAGE 116

CURVE	CHORD BEARING	CHORD LENGTH	RADIUS
C1	S74°26'11"W	21.24'	15.00'
C2	S53°55'22"W	69.64'	35.00'
C3	N05°41'31"W	40.31'	35.00'
C4	N55°43'23"W	17.97'	35.00'
C5	S55°43'23"E	33.37'	65.00'
C6	S05°41'18"E	74.86'	65.00'
C7	N52°24'40"E	67.94'	35.00'
C8	N60°37'49"W	121.21'	115.00'

LINE	BEARING	DISTANCE
L1	S15°33'49"E	30.00'
L2	S74°26'11"W	20.00'
L3	N17°16'39"E	30.00'
L4	S74°26'11"W	20.00'
L5	N15°33'49"W	30.00'

**LEGEND**

P.O.B. POINT OF BEGINNING

SPC STATE PLANE COORDINATE

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

PROPERTY LINE

ADJACENT PROPERTY LINE

0' 80' 160'  
1 INCH = 80 FEET

**LAND SURVEYOR'S CERTIFICATE**

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



Mark Patterson  
MARK PATTERSON, PLS #3136

2/1/2019

DATE

PREPARED BY:



PREPARED FOR:



PREPARED FOR:

**SURVEY**

REV	DATE	DESCRIPTION
A	1.14.19	PRELIM ISSUE w/ TITLE
D	2.1.19	ISSUED AS FINAL

SITE INFORMATION:  
**SAYBROOK**  
15582 EAST HIGHWAY 92  
SILER, KY 40763  
WHITLEY COUNTY

TAX PARCEL NUMBER:  
210-00-00-030.00  
210-00-00-030.01

PROPERTY OWNER:  
MICHAEL RAY & EVA PARTIN  
P O BOX 692  
SILER, KY 40763

SOURCE OF TITLE:  
BOOK 486, PAGE 116  
BOOK 484, PAGE 544

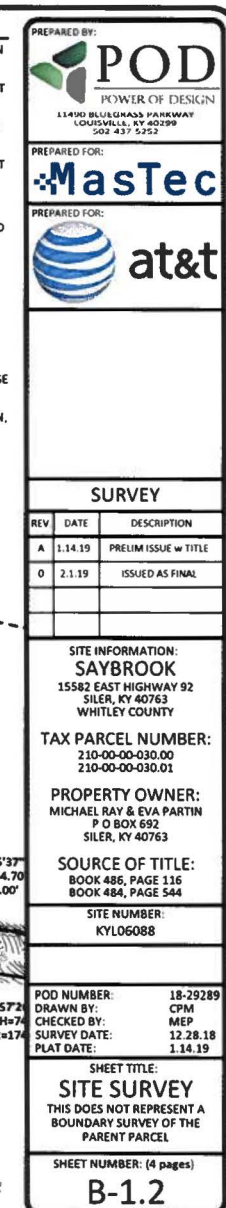
SITE NUMBER:  
KYLOG088

POD NUMBER: 18-29289  
DRAWN BY: CPM  
CHECKED BY: MEP  
SURVEY DATE: 12.28.18  
PLAT DATE: 1.14.19

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

SHEET NUMBER: (4 pages)

**B-1.1**





## LEGAL DESCRIPTIONS

## PROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO MICHAEL RAY & EVA PARTIN AS RECORDED IN DEED BOOK 486, PAGE 116, PARCEL ID: 210-00-00-030.00, IN THE OFFICE OF THE COUNTY CLERK OF WHITLEY COUNTY, KENTUCKY, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON DECEMBER 28, 2018.

BEGINNING AT A SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136", HEREFTER REFERRED TO AS A "SET IPC", IN THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA, SAID REBAR HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N: 3,420,089.376, E: 5,446,015.975, THENCE WITH THE SOUTH LINE OF THE PROPOSED LEASE AREA, N74°26'11"E 100.00' TO A "SET IPC", THENCE LEAVING SAID LEASE AREA, S15°33'49"E 30.00', THENCE S74°26'11"W 20.00', THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 15.00', S29°26'11"W 21.21', THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 107.87', S11°26'59"W 97.99', THENCE S38°27'47"W 103.84', THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 235.00', S22°33'31"W 128.79', THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 115.00', S18°45'46"W 48.24', THENCE S30°52'16"W 91.49', THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00', S86°48'18"W 124.26', THENCE WITH A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 124.17', N62°56'43"W 107.63', THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 181.89', N73°38'07"W 94.12', THENCE WITH A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 174.56', N70°57'26"W 74.47', THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 265.00', N62°45'37"W 185.73', THENCE N42°14'49"W 98.05', THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 35.00', S53°35'32"W 69.64', THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 165.00', S22°03'50"E 48.81', THENCE S13°33'32"E 140.17', THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 58.00', S62°24'40"W 112.54', THENCE N41°37'07"W 286.76', THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 165.00', N06°04'22"W 191.85', THENCE N29°28'23"E 110.20', THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 35.00', N05°41'18"W 40.31', THENCE N40°50'59"W 130.86', THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 35.00', N55°43'23"W 17.97', THENCE N70°35'47"W 169.35' TO A POINT IN THE EAST RIGHT OF WAY LINE OF EAST HIGHWAY 92, THENCE WITH SAID EAST RIGHT OF WAY LINE, N17°16'39"E 30.02' TO A POINT, HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N: 3,420,353.698, E: 5,444,766.697, THENCE LEAVING SAID EAST RIGHT OF WAY LINE AND TRAVERSING THE PROPERTY CONVEYED TO MICHAEL RAY & EVA PARTIN AS RECORDED IN BOOK 486, PAGE 116, PARCEL ID: 210-00-00-030.00, S70°35'47"E 170.47', THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00', S55°43'23"E 33.37', THENCE S40°59'59"E 130.86', THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00', S05°41'18"E 74.86', THENCE S29°28'23"W 110.20', THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 135.00', S06°04'22"E 156.97', THENCE S41°37'07"E 258.75', THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 35.00', N62°24'40"E 67.91', THENCE N13°33'32"E 112.16', THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 135.00', N22°03'50"W 39.93', THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 65.00', N53°35'32"E 129.33', THENCE S42°14'49"E 98.05', THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 235.00', S62°45'37"E 164.70', THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 204.56', S70°57'26"E 87.27', THENCE WITH A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 151.89', S73°38'07"E 78.60', THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 154.17', S62°56'43"E 133.64', THENCE WITH A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 45.00', N86°48'18"E 74.56', THENCE N30°52'16"E 91.49', THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 85.00', N18°45'46"E 35.66', THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 265.00', N22°33'31"E 145.24', THENCE N38°27'47"E 103.84', THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 77.87', N11°26'59"E 70.74', THENCE WITH A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 15.00', N60°33'49"W 21.21', THENCE S74°26'11"W 20.00', THENCE N15°33'49"W 30.00' TO THE POINT OF BEGINNING CONTAINING 81,794.436 SQUARE FEET AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED DECEMBER 28, 2018.

## PROPOSED 30' / VARIABLE WIDTH ACCESS &amp; UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT TO BE GRANTED ON THE PROPERTY CONVEYED TO MICHAEL RAY & EVA PARTIN AS RECORDED IN DEED BOOK 486, PAGE 116 (PARCEL ID: 210-00-00-030.00), AND DEED BOOK 484, PAGE 544 (PARCEL ID: 210-00-00-030.01), IN THE OFFICE OF THE COUNTY CLERK OF WHITLEY COUNTY, KENTUCKY, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON DECEMBER 28, 2018.

BEGINNING AT A SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136", HEREFTER REFERRED TO AS A "SET IPC", IN THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA, SAID REBAR HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N: 3,420,089.376, E: 5,446,015.975, THENCE WITH THE SOUTH LINE OF THE PROPOSED LEASE AREA, N74°26'11"E 100.00' TO A "SET IPC", THENCE LEAVING SAID LEASE AREA, S15°33'49"E 30.00', THENCE S74°26'11"W 20.00', THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 15.00', S29°26'11"W 21.21', THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 107.87', S11°26'59"W 97.99', THENCE S38°27'47"W 103.84', THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 235.00', S22°33'31"W 128.79', THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 115.00', S18°45'46"W 48.24', THENCE S30°52'16"W 91.49', THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00', S86°48'18"W 124.26', THENCE WITH A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 124.17', N62°56'43"W 107.63', THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 181.89', N73°38'07"W 94.12', THENCE WITH A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 174.56', N70°57'26"W 74.47', THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 265.00', N62°45'37"W 185.73', THENCE N42°14'49"W 98.05', THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 35.00', S53°35'32"W 69.64', THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 165.00', S22°03'50"E 48.81', THENCE S13°33'32"E 140.17', THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 58.00', S62°24'40"W 112.54', THENCE N41°37'07"W 286.76', THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 165.00', N06°04'22"W 191.85', THENCE N29°28'23"E 110.20', THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 35.00', N05°41'18"W 40.31', THENCE N40°50'59"W 130.86', THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 35.00', N55°43'23"W 17.97', THENCE N70°35'47"W 169.35' TO A POINT IN THE EAST RIGHT OF WAY LINE OF EAST HIGHWAY 92, THENCE WITH SAID EAST RIGHT OF WAY LINE, N17°16'39"E 30.02' TO A POINT, HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N: 3,420,353.698, E: 5,444,766.697, THENCE LEAVING SAID EAST RIGHT OF WAY LINE AND TRAVERSING THE PROPERTY CONVEYED TO MICHAEL RAY & EVA PARTIN AS RECORDED IN BOOK 486, PAGE 116, PARCEL ID: 210-00-00-030.00, S70°35'47"E 170.47', THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00', S55°43'23"E 33.37', THENCE S40°59'59"E 130.86', THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00', S05°41'18"E 74.86', THENCE S29°28'23"W 110.20', THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 135.00', S06°04'22"E 156.97', THENCE S41°37'07"E 258.75', THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 35.00', N62°24'40"E 67.91', THENCE N13°33'32"E 112.16', THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 135.00', N22°03'50"W 39.93', THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 65.00', N53°35'32"E 129.33', THENCE S42°14'49"E 98.05', THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 235.00', S62°45'37"E 164.70', THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 204.56', S70°57'26"E 87.27', THENCE WITH A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 151.89', S73°38'07"E 78.60', THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 154.17', S62°56'43"E 133.64', THENCE WITH A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 45.00', N86°48'18"E 74.56', THENCE N30°52'16"E 91.49', THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 85.00', N18°45'46"E 35.66', THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 265.00', N22°33'31"E 145.24', THENCE N38°27'47"E 103.84', THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 77.87', N11°26'59"E 70.74', THENCE WITH A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 15.00', N60°33'49"W 21.21', THENCE S74°26'11"W 20.00', THENCE N15°33'49"W 30.00' TO THE POINT OF BEGINNING CONTAINING 81,794.436 SQUARE FEET AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED DECEMBER 28, 2018.

## LAND SURVEYOR'S CERTIFICATE

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

*Mark Patterson*  
MARK PATTERSON, PLS #3136

2/1/2019

DATE



## TITLE OF COMMITMENT (PARCEL ID: 210-00-00-030.00) - BOOK 486, PAGE 116 - LEASE PARCEL

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POD GROUP, LLC, AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE AND THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY US TITLE SOLUTIONS, FOR THE BENEFIT OF AT&T MOBILITY, FILE NO. 60423-KY1805-5030, FA 13800699, EFFECTIVE DATE OF JULY 25, 2018. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

## SCHEDULE B

1. TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN.  
TAX ID: 210-00-00-030.00  
PERIOD: 2017  
PAYMENT STATUS: PAID  
TAX AMOUNT: \$1,048.78  
(NOT A LAND SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

2. MORTGAGES RETURNED HEREIN. (-1-). SEE SEPARATE MORTGAGE SCHEDULE.

3. ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY OF THE PARENT PARCEL, AND THEREFORE CANNOT ADDRESS THIS ITEM.)

4. RIGHTS OF TENANTS OR PERSON IN POSSESSION. (RIGHTS ARE NOT A LAND SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

(JUDGMENTS, LIENS AND UCC)

5. (NONE WITHIN PERIOD SEARCHED.)

(COVENANTS/RESTRICTIONS)

6. NONE WITHIN PERIOD SEARCHED

(EASEMENTS AND RIGHTS OF WAY)

7. NONE WITHIN PERIOD SEARCHED

## MORTGAGE SCHEDULE (PARCEL ID: 210-00-00-030.00) - BOOK 486, PAGE 116 - LEASE PARCEL

1. REAL ESTATE MORTGAGE MADE BY MIKE PARTIN AND WIFE, EVA PARTIN TO FIRST STATE FINANCIAL, INC. DATED AS OF 9/18/2008 RECORDED 9/15/2008 IN BOOK 499 PAGE 722. (MORTGAGE AS RECORDED IN BOOK 499, PAGE 722 HAS A MATURITY DATE OF SEPTEMBER 23, 2038 AND DOES AFFECT THE SUBJECT PROPERTY, THE PROPOSED LEASE AREA, AND THE PROPOSED ACCESS & UTILITY EASEMENT.)

## TITLE OF COMMITMENT (PARCEL ID: 210-00-00-030.01) - BOOK 484, PAGE 544 - EASEMENT PARCEL

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POD GROUP, LLC, AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE AND THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY US TITLE SOLUTIONS, FOR THE BENEFIT OF AT&T MOBILITY, FILE NO. 60424-KY1805-5030, FA 13800699-1, EFFECTIVE DATE OF JULY 26, 2018. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

## SCHEDULE B

1. TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN.  
TAX ID: 210-00-00-030.01  
PERIOD: 2017  
PAYMENT STATUS: PAID  
TAX AMOUNT: \$433.25  
(NOT A LAND SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

2. MORTGAGES RETURNED HEREIN. (-1-). SEE SEPARATE MORTGAGE SCHEDULE.

3. ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY OF THE PARENT PARCEL, AND THEREFORE CANNOT ADDRESS THIS ITEM.)

4. RIGHTS OF TENANTS OR PERSON IN POSSESSION. (RIGHTS ARE NOT A LAND SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

(JUDGMENTS, LIENS AND UCC)

5. (NONE WITHIN PERIOD SEARCHED.)

(COVENANTS/RESTRICTIONS)

6. NONE WITHIN PERIOD SEARCHED

(EASEMENTS AND RIGHTS OF WAY)

7. NONE WITHIN PERIOD SEARCHED

## MORTGAGE SCHEDULE (PARCEL ID: 210-00-00-030.01) - BOOK 484, PAGE 544 - EASEMENT PARCEL

1. REAL ESTATE MORTGAGE MADE BY MIKE PARTIN AND WIFE, EVA PARTIN TO FIRST STATE FINANCIAL, INC. DATED AS OF 7/3/2008 RECORDED 7/10/2008 IN BOOK 496 PAGE 504. (MORTGAGE AS RECORDED IN BOOK 496, PAGE 504 HAS A MATURITY DATE OF JULY 3, 2033 AND DOES AFFECT THE SUBJECT PROPERTY AND THE PROPOSED ACCESS & UTILITY EASEMENT.)

PREPARED BY:



PREPARED FOR:



PREPARED FOR:



## SURVEY

REV.	DATE	DESCRIPTION
A	1.14.19	PRELIM ISSUE & TITLE
O	2.1.19	ISSUED AS FINAL

## SITE INFORMATION:

SAYBROOK

15582 EAST HIGHWAY 92  
SILER, KY 40763  
WHITLEY COUNTY

## TAX PARCEL NUMBER:

210-00-00-030.00  
210-00-00-030.01

## PROPERTY OWNER:

MICHAEL RAY & EVA PARTIN  
P O BOX 692  
SILER, KY 40763

## SOURCE OF TITLE:

BOOK 486, PAGE 116  
BOOK 484, PAGE 544

## SITE NUMBER:

KYLO6088

## POD NUMBER:

18-29289

## DRAWN BY:

CPM

## CHECKED BY:

MEP

## SURVEY DATE:

12.28.18

## PLAT DATE:

1.14.19

## SHEET TITLE:

SITE SURVEY

THIS DOES NOT REPRESENT A

BOUNDARY SURVEY OF THE

PARENT PARCEL

SHEET NUMBER: (4 pages)

B-1.3



## **APPENDIX B**

### **Soil Survey and Soil Descriptions**



# Soil Map—Knox and Eastern Part of Whitley Counties, Kentucky



Natural Resources  
Conservation Service


Web Soil Survey  
National Cooperative Soil Survey

2/12/2019  
Page 1 of 3

## Soil Map—Knox and Eastern Part of Whitley Counties, Kentucky

## MAP LEGEND

## Area of Interest (AOI)

 Area of Interest (AOI)

## Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

## Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

## Water Features



Streams and Canals

## Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

## Background



Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

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

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

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

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Knox and Eastern Part of Whitley Counties, Kentucky

Survey Area Data: Version 18, Sep 11, 2018

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

Date(s) aerial images were photographed: Oct 16, 2014—Oct 26, 2017

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

Soil Map—Knox and Eastern Part of Whitley Counties, Kentucky

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## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
LDF	Latham-Dekalb complex, 30 to 60 percent slopes	1.8	100.0%
Totals for Area of Interest		1.8	100.0%





## Map Unit Description

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

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

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

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

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

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

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

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

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

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

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

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

## **Report—Map Unit Description**

### **Knox and Eastern Part of Whitley Counties, Kentucky**

#### **LDF—Latham-Dekalb complex, 30 to 60 percent slopes**

##### **Map Unit Setting**

*National map unit symbol:* ljmj

*Elevation:* 900 to 2,300 feet



Map Unit Description—Knox and Eastern Part of Whitley Counties, Kentucky

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*Mean annual precipitation: 44 to 57 inches*  
*Mean annual air temperature: 43 to 69 degrees F*  
*Frost-free period: 154 to 196 days*  
*Farmland classification: Not prime farmland*

**Map Unit Composition**

*Latham and similar soils: 60 percent*  
*Dekalb and similar soils: 25 percent*  
*Minor components: 15 percent*  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

**Description of Latham**

**Setting**

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

**Typical profile**

*H1 - 0 to 6 inches: silt loam*  
*H2 - 6 to 24 inches: silty clay*  
*Cr - 24 to 35 inches: weathered bedrock*

**Properties and qualities**

*Slope: 30 to 60 percent*  
*Depth to restrictive feature: 20 to 40 inches to paralithic bedrock*  
*Natural drainage class: Moderately well drained*  
*Runoff class: Very high*  
*Capacity of the most limiting layer to transmit water (Ksat):*  
*Moderately low to moderately high (0.06 to 0.20 in/hr)*  
*Depth to water table: About 18 to 23 inches*  
*Frequency of flooding: None*  
*Frequency of ponding: None*  
*Available water storage in profile: Low (about 3.4 inches)*

**Interpretive groups**

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

**Description of Dekalb**

**Setting**

*Landform: Ridges*  
*Landform position (two-dimensional): Summit*  
*Landform position (three-dimensional): Mountaintop*  
*Down-slope shape: Convex*  
*Across-slope shape: Convex*





Map Unit Description—Knox and Eastern Part of Whitley Counties, Kentucky

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*Parent material:* Loamy skeletal residuum weathered from sandstone

**Typical profile**

*H1 - 0 to 6 inches:* fine sandy loam

*H2 - 6 to 20 inches:* very channery fine sandy loam

*H3 - 20 to 31 inches:* very channery fine sandy loam

*R - 31 to 41 inches:* unweathered bedrock

**Properties and qualities**

*Slope:* 30 to 60 percent

*Depth to restrictive feature:* 20 to 40 inches to lithic bedrock

*Natural drainage class:* Well drained

*Runoff class:* Very high

*Capacity of the most limiting layer to transmit water (Ksat):* High to very high (6.00 to 20.00 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Available water storage in profile:* Very low (about 2.7 inches)

**Interpretive groups**

*Land capability classification (irrigated):* None specified

*Land capability classification (nonirrigated):* 7e

*Hydrologic Soil Group:* A

*Hydric soil rating:* No

**Minor Components**

**Lily**

*Percent of map unit:* 4 percent

*Hydric soil rating:* No

**Shelocta**

*Percent of map unit:* 4 percent

*Hydric soil rating:* No

**Steinsburg**

*Percent of map unit:* 4 percent

*Hydric soil rating:* No

**Wernock**

*Percent of map unit:* 3 percent

*Hydric soil rating:* No

**Data Source Information**

Soil Survey Area: Knox and Eastern Part of Whitley Counties, Kentucky

Survey Area Data: Version 18, Sep 11, 2018



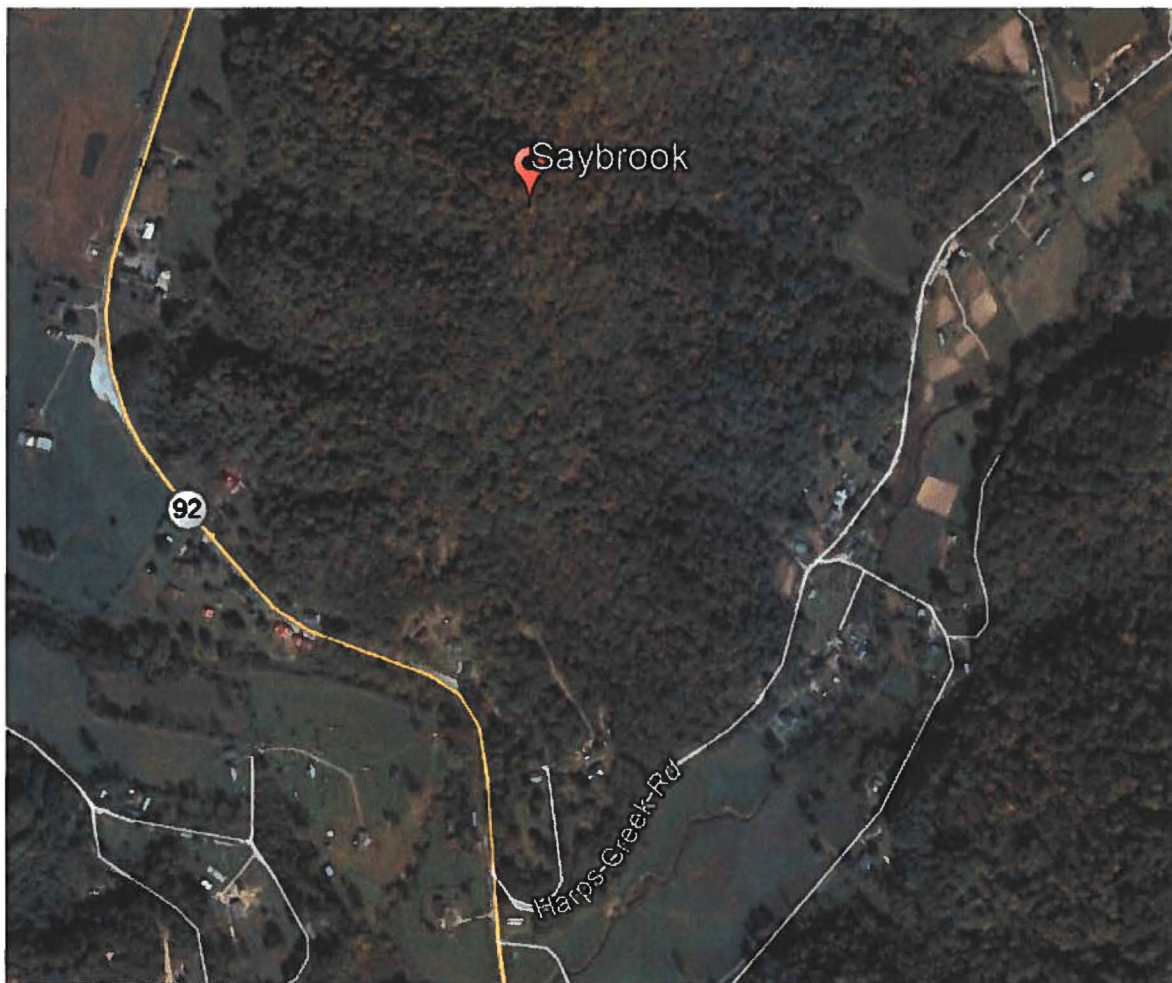
**EXHIBIT H**  
**DIRECTIONS TO WCF SITE**

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

1. Beginning at 200 Main Street, Williamsburg, KY 40769, head southwest on Main Street toward North 3<sup>rd</sup> Street and travel approximately 177 feet.
2. Turn left onto South 3<sup>rd</sup> street and travel approximately 282 feet.
3. Turn left at the 1<sup>st</sup> cross street onto Cumberland Ave and travel approximately 0.2 miles.
4. Turn right onto Hwy 25 South and travel approximately 0.8 miles.
5. Turn left onto KY-92 East and travel approximately 15.8 miles. The site is on the left.

The site coordinates are:

- a. North 36 deg 42 min 07.59 sec
- b. West 83 deg 57 min 35.96 sec



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



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

Market: Lexington  
Cell Site Number: KYL06088  
Cell Site Name: Saybrook  
Search Ring Name: Saybrook  
Fixed Asset Number: 13800699

## OPTION AND LAND LEASE AGREEMENT

THIS OPTION AND LAND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Mike Partin and wife, Eva Partin, a married couple, having a mailing address of P.O. Box 692, Siler, KY 40763 (collectively, the "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 ("**Tenant**").

### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 15582 East Highway 92, Siler, KY 40763 in the County of Whitley, State of Kentucky (collectively, the "**Property**"). Landlord desires to grant to Tenant the right to use a portion of the surface and air space of the Property in accordance with this Agreement.

The parties agree as follows:

#### 1. OPTION TO LEASE.

(a) Landlord grants to Tenant an exclusive option (the "**Option**") to lease a certain portion of the surface and air space of the Property containing approximately 10,000 square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the "**Premises**"), for the placement of a Communication Facility in accordance with the terms of this Agreement. All minerals and mineral rights on, in, and underlying the surface are not included and are expressly excluded from the Property and the Premises and are not leased or otherwise conveyed in this Agreement. Tenant's soil borings, drainage testing, material sampling, and other such activities are not, and shall not be, in contravention of Landlord's reservation of minerals and mineral rights.

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

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



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

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

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

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

Tenant shall keep the Property and Premises free from any mechanic's, materialman's, or similar liens and any and all other such encumbrances in connection with any improvements or alterations on or respecting the



Premises and/or Property and shall indemnify and hold Landlord harmless from and against any and all claims, liabilities, judgments, or costs (including attorney fees) to the extent arising out of the same or in connection therewith. Tenant shall give Landlord written notice at least 30 days before commencement of any improvements or alterations on the Premises and/or Property (or such additional time as may be necessary under applicable laws) which will not be performed by Tenant in order to afford Landlord the opportunity to post and record appropriate notices of nonresponsibility. Tenant shall remove any such lien or encumbrance within 60 days after written notice from Landlord, and if Tenant shall fail to do so, Landlord may pay the amount necessary to remove such lien or encumbrance, without being responsible for making any investigation as to the validity thereof, and the amount so paid shall be deemed additional Rent to Landlord under this Agreement due and payable upon demand of Landlord, without limitation as to other remedies available to Landlord under this Agreement. Any claim to a lien or encumbrance upon the Property and/or Premises shall be null and void, or at Landlord's option shall attach only against Tenant's leasehold interest in the Premises and shall in all respects be subordinate to Landlord's title to the Property and Premises.

3. **TERM.**

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

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

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

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

4. **RENT.**

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

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

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



**5. APPROVALS.**

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

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

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

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

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

(b) by Tenant upon written notice to Landlord, if Tenant is unable, through not fault of its own to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

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

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

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

**7. INSURANCE.** During the Option Term and throughout the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of [REDACTED]. Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage. Tenant shall, at Landlord's request, furnish Landlord proof of such coverage or any additional coverages Tenant may elect to maintain, if any, within 5 business days of any such request.

**8. INTERFERENCE.**

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

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

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24)



hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. The foregoing notwithstanding, Landlord shall in no way be responsible for, and does not warrant against, acts of vandalism, theft, trespass, damage, destruction, or any other interference of whatsoever kind with the Communication Facility or the Tenant's leasehold interest in and to the Premises by third-parties who are not Landlord or its employees, tenants, licensees, invitees, agents or independent contractors. Landlord will, however, cooperate with Tenant in taking legal action designed to halt and/or redress any of the foregoing. Safety and security devices, services, and programs provided by Landlord, if any, while intended to deter crime and ensure safety of person and property, may not, in given instances, prevent vandalism, theft, trespass, or other criminal acts, or ensure safety of person or property in the event of casualty or any other unforeseen acts, including those of third-parties. Tenant hereby assumes the risk of such acts or occurrences and is encouraged to maintain adequate insurance coverage therefor, including for loss, theft, fire, damage, interruption, or the like, to Tenant's personal property, trade fixtures, business, and the like.

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

## **9. INDEMNIFICATION.**

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

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

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

## **10. WARRANTIES.**

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

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this



Agreement; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as **Exhibit 10(b)**.

## **11. ENVIRONMENTAL.**

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

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

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

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property which were not caused or created by any act or omission by Tenant or by Tenant's operations on the Premises, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party due to conditions which were not caused or created by any act or omission by Tenant or by Tenant's operations on the Premises, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

**12. ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right, but which tracks the language of this Agreement in terms of the



easement terminating upon termination of Tenant's interest in the Premises and Property under this Agreement. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. Tenant shall hold Landlord completely harmless from and against any and all damages to the Property to the extent caused or created by Tenant accessing the Premises, and forever waives, releases, relinquishes, foregoes and forbears to assert any and all claims of any kind whatsoever against Landlord for damage to person or property of Tenant or its employees, agents, subcontractors, or the like, incurred by reason of accessing the Premises, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors. If Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, and the lack of Access was caused or created by act or omission on the part of Landlord, such failure shall be a default under this Agreement. Landlord shall not, however, be in default for acts or omissions of third-parties not under the direction or Control of Landlord which cause or create lack of Access.

**13. REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. However, to the extent required by law, Tenant will remove the above-ground portions of the Communications Facility within such one hundred twenty (120) day period. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation to the extent damage or removal of the same are necessary for Tenant to remove the Communications Facility or any portion thereof.

**14. MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements, except for damages caused or created by Tenant's use of the Property, whether it be in accessing the Premises, or otherwise, which Tenant shall maintain and repair at its expense. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will arrange for the electrical service provider to read the meter and provide an invoice and usage data directly to Tenant on a monthly basis.

(c) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity of which Landlord has knowledge. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended

period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

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

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

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

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

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

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

If to Tenant:                      New Cingular Wireless PCS, LLC  
   Attn: Network Real Estate Administration  
   Re: Cell Site #: KYL06088; Cell Site Name: Saybrook (KY)  
   Fixed Asset #: 13800699  
   575 Morosgo Drive  
   Atlanta, Georgia 30324



With a copy to: New Cingular Wireless PCS, LLC  
Attn.: Legal Dept – Network Operations  
Re: Cell Site #: KYL06088; Cell Site Name: Saybrook (KY)  
Fixed Asset #: 13800699  
208 S. Akard Street  
Dallas, TX 75202-4206

If to Landlord: Mike and Eva Partin  
15582 Hwy. 92  
Williamsburg, KY 40769

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

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

**19. CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property or Premises within twenty-four (24) hours of the casualty or other harm, or vice versa if Tenant first becomes aware of any such casualty or harm affecting the Property or Premises. If any part of the Communication Facility or the Property or Premises is damaged by casualty or other harm not caused or created by the acts or omissions of Tenant or its operations on the Premises so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

**20. WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or

personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent, subject, however, to Section 13 of this Agreement which shall control to the extent this Section 20 is in conflict therewith.

**21. TAXES.**

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

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

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

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

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



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

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

## **22. CONVEYANCE OF PROPERTY.**

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

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

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

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

(d) Upon notification to Tenant of conveyance, Landlord will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such conveyance.

**23. RIGHT OF FIRST REFUSAL.** Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("**Offer**"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign



or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein. This Section 23 shall not apply, however, to assignments or transfers by Landlord to any entities owned or Controlled by Landlord, or if the assignment or transfer is a gratuitous one between Landlord or to Landlords' children or an entity owned or Controlled by Landlord's children, but any such assignees or transferees shall take subject to Tenant's right of first refusal under this Section 23.

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

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

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

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

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

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

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

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law, which state's Courts shall be the only appropriate forum and shall have personal jurisdiction over the parties with respect to any claims arising under this Agreement.

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

this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

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

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

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

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

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

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

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

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

[SIGNATURES APPEAR ON NEXT PAGE]



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

**"LANDLORD"**

Mike Partin and wife, Eva Partin, a married couple

By: Mike R. Partin  
Print Name: Mike Partin  
Date: 10-15-18

By: Eva Partin  
Print Name: Eva Partin  
Date: 10-15-18

**LANDLORD ACKNOWLEDGMENT**

STATE OF KENTUCKY )  
COUNTY OF Wh. He x ) ss:

On the 15 day of Oct, 2018 before me, personally appeared Mike Partin and Eva Partin, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: [Signature]  
My Commission Expires: 8-17-21






**"TENANT"**

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

By: AT&T Mobility Corporation  
Its: Manager

By:   
Print Name: Chris Tharp  
Its: Area Manager – Network Engineering  
Date: 2/18/19

**TENANT ACKNOWLEDGMENT**

STATE OF KENTUCKY

)  
) ss:

COUNTY OF JEFFERSON

On the 18 day of February, 2019, before me personally appeared Chris Tharp, and acknowledged under oath that he is the Area Manager – Network Engineering, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Notary Public: 595960  
My Commission Expires: 2/28/22



## EXHIBIT 1

### DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 6

to the Option and Land Lease Agreement dated February 18, 2019, by and between Mike Partin and wife, Eva Partin, a married couple, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Deed Book 486, Page 116

BEGINNING at a stone in the 50 A. survey made in the name of John and Jewel Peace and being the stone called for at the end of first line in deed from H.B. Clark, et al., to Dr. Lee Rose, recorded in Deed Book 94, Page 584, Whitley County Clerk's Office, and being N 76 W, 120 poles to the beginning point in said deed; thence S 11 E, 47 poles to a black gum, Gatliff Coal Company line; thence S 71 E, 36 poles to a chestnut tree; thence S 20 E, 122 poles a stake; thence N 31 E, 85 feet to a white oak, a corner of George Lawson and beginning corner of Peace heirs to Dr. Lee Rose; thence N 6 W, 56 poles to a black oak at Gatliff Coal Company line; thence with the Gatliff Coal Company line N 22 E, 142 poles to a stake; thence S 53 W, 31.81 poles to a stake on the line of Peace heirs deed in a corner of H.B. Clark deed; thence N 7-30 E 50 feet; thence N 26-30 E, 62 feet; thence N 43-15 E, 85 feet; thence N 20-15 E, 300 feet; thence N 30-30 E, 205 feet to an oak stump on top of ridge and extreme northeast corner of H.B. Clark tract; thence S 47 W, 101 poles to a beech, the beginning corner referred to in the deed from H.B. Clark, et al., to Dr. Lee Rose; thence N 76 W, with Clark line to J.D. Anderson corner, 41.5 poles to a stake at the Anderson corner; thence with Anderson line four courses N 28 E, 14 poles; N 75 W, 3 poles to Highway 92; thence N 30 E, 22 poles with said highway; thence N 1 E, 11 poles to corner in deed from Josh Faulkner to Dr. Lee Rose; thence 4 courses with Faulkner deed S 88 E, 7.15 poles; N 21-30 E, 7 poles to a line of at the Joe Peace 130 acre survey dated August 15, 1815 and beginning corner of Faulkner deed; thence N 31 W, 17 poles; thence S 15-45 W, 20 poles to a post, corner of Anderson deed; thence S 73 W, 52.5 poles to a beech; beginning corner of Anderson deed and a corner of the above-referred to Peace patent; thence N 80 W, 11.5 poles; thence S 41-21 W, 23.6 poles to the beginning.

#### EXCEPTIONS:

1. A tract or parcel of land located at 15654 Highway 92 East and conveyed by Grant Daniels, Jr. and Brenda Daniels on September 24, 1987 to the United States Government Postal Service for a post office in the Siler, Kentucky Community, the description of said property being duly recorded in the Whitley County Clerk's Office in Deed Book 323, Page 450.
2. A tract or parcel of land located at 15674 East Highway 92 and conveyed by Brenda and Grant Daniels, Jr. to Michael (Mike) Partin in July of 1992, duly recorded in Deed Book 357, Page 13 and a subsequent Deed of Correction conveyed by Grant Daniels, Jr. to Michael (Mike) Partin and Eva Partin on April 27, 2001 in Deed Book

426, Page 213, the description and update of said property both being duly recorded in the Whitley County Clerk's Office.

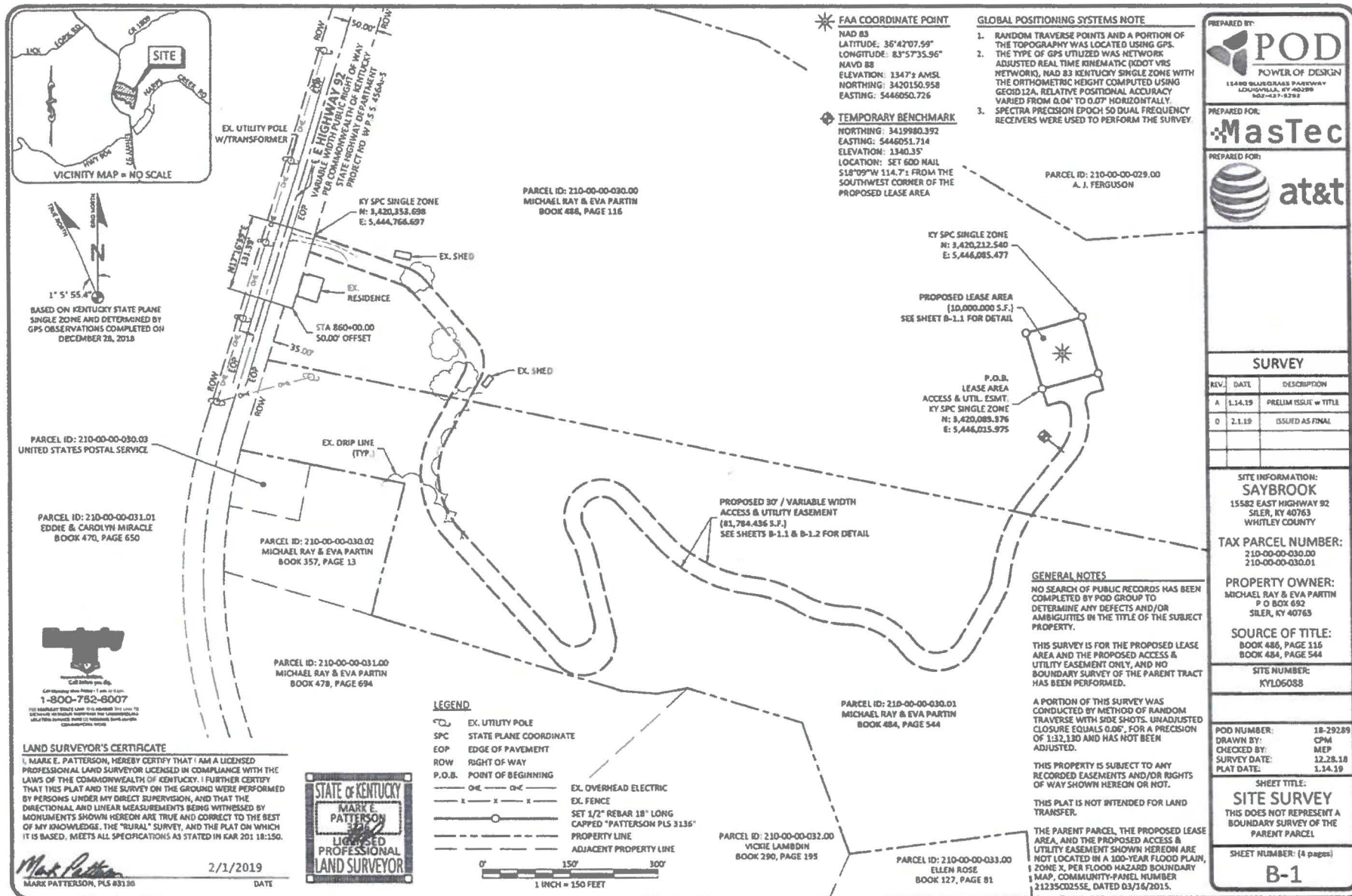
A building and tract or parcel of land located at 15626 East Highway 92 being conveyed by Grant Daniels, Jr. and wife, Eva Daniels, to Michael (Mike) Partin and Eva Partin on July 3, 2008 and the description of said property being duly recorded in the Whitley County Clerk's Office in Deed Book 484, Page 544.

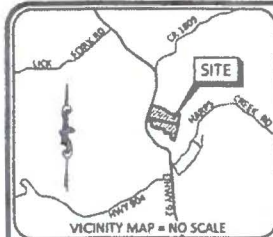
Deed Book 484, Page 544

BEGINNING at a corner with a stone marker joining with the right-of-way of Kentucky 92 East, the stone marker lying a distance of approximately thirty-three (33) feet on the right side of the Dr. Lee Rose historical monument as the inscription faces the highway, and a ditch at the edge of the pavement of the property at 15626 Highway 92 East; thence continuing from that stone marker and following the course of the ditch, which is approximately eighteen (18) feet from the left wall of the structure; thence a straight line from said stone marker in an easterly direction up the mountain, sharing a boundary with Grant and Eva Daniels, directly to a stake in boundary which the property shares with Begley Properties/Gambrel-Stuart (formerly Gatliff Coal Co. (PVA Map 190, Parcel 39); thence following that same existing boundary line to a

marker in the boundary line that the property shares with Gary Reynolds, et al. (PVA Map 210, Parcel 41.01); thence with the G. Reynolds line to a marker in the existing Ellen Rose heirs line (PVA Map 210, Parcel 33); thence with that boundary to a marker in the existing Vickie Lambdin boundary (PVA Map 210, Parcel 32), and following that boundary line to a marker in the existing Michael and Eva Partin boundary line, formerly Ray and Jean Partin property (PVA Map 210, Parcel 31); thence following the existing Michael and Eva Partin boundary line to another parcel owned by Michael and Eva Partin and following their existing boundary line, (PVA Map 210, Parcel 30.01) to the point of a survey marker where it joins the U.S. Post Office at Silcr, Kentucky; thence following that existing boundary, in a westerly direction with the existing boundary line of the U.S. Post Office parcel to the right-of-way of Kentucky Highway 92 East and from thence to the beginning.







## GENERAL NOTES

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

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

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.06' FOR A PRECISION OF 1:32,130 AND HAS NOT BEEN ADJUSTED.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA, AND THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE X, PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 2123500255E, DATED 03/16/2015.

## FAA COORDINATE POINT

NAD 83  
LATITUDE: 36°42'07.59"  
LONGITUDE: 83°57'35.96"  
NAVD 88  
ELEVATION: 1347.7' AMSL  
NORTHING: 3420150.958  
EASTING: 5446050.726

## TEMPORARY BENCHMARK

NORTHING: 3419980.392  
EASTING: 5446051.714  
ELEVATION: 1340.35'  
LOCATION: SET 600 NAIL  
518°09'W 114.7' FROM THE  
SOUTHWEST CORNER OF THE  
PROPOSED LEASE AREA

## GLOBAL POSITIONING SYSTEMS NOTE

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



PARCEL ID: 210-00-00-030.01  
MICHAEL RAY & EVA PARTIN  
BOOK 484, PAGE 544

PARCEL ID: 210-00-00-030.01  
MICHAEL RAY & EVA PARTIN  
BOOK 484, PAGE 544

PARCEL ID: 210-00-00-032.00  
VICKIE LAMBDIN  
BOOK 290, PAGE 195

PROPOSED 30' / VARIABLE WIDTH  
ACCESS & UTILITY EASEMENT  
(81.784,438 S.F.)

P.O.B.  
LEASE AREA  
ACCESS & UTILITY ESMY  
KY SPC SINGLE ZONE  
N: 3,420,089.376  
E: 5,446,015.975

KY SPC SINGLE ZONE  
N: 3,420,212.540  
E: 5,446,085.477

PARCEL ID: 210-00-00-030.00  
MICHAEL RAY & EVA PARTIN  
BOOK 485, PAGE 116

CURVE	CHORD BEARING	CHORD LENGTH	RADIUS
C1	N74°26'11"E	100.00'	100.00'
C2	S74°26'11"W	100.00'	100.00'
C3	N74°26'11"E	100.00'	100.00'
C4	S74°26'11"W	100.00'	100.00'
C5	N74°26'11"E	100.00'	100.00'
C6	S74°26'11"W	100.00'	100.00'
C7	N74°26'11"E	100.00'	100.00'
C8	S74°26'11"W	100.00'	100.00'

LINE	BEARING	DISTANCE
L1	N11°26'59"E	77.87'
L2	S11°26'59"W	107.87'
L3	N11°26'59"E	77.87'
L4	S11°26'59"W	107.87'
L5	N11°26'59"E	77.87'
L6	S11°26'59"W	107.87'



## LEGEND

- P.O.B. POINT OF BEGINNING  
SPC STATE PLANE COORDINATE  
SET 1/2" REBAR 18" LONG  
CAPPED "PATTERSON PLS 3136"  
PROPERTY LINE  
ADJACENT PROPERTY LINE

## LAND SURVEYOR'S CERTIFICATE

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



Mark Patterson  
MARK PATTERSON, PLS 3136

2/1/2019

DATE



## SURVEY

REV	DATE	DESCRIPTION
A	1.14.19	PRELIM ISSUE w/ TITLE
O	2.1.19	ISSUED AS FINAL

## SITE INFORMATION:

## SAYBROOK

15582 EAST HIGHWAY 92  
SILER, KY 40763  
WHITLEY COUNTY

## TAX PARCEL NUMBER:

210-00-00-030.00  
210-00-00-030.01

## PROPERTY OWNER:

MICHAEL RAY & EVA PARTIN  
P O BOX 692  
SILER, KY 40763

## SOURCE OF TITLE:

BOOK 485, PAGE 116  
BOOK 484, PAGE 544

## SITE NUMBER:

KYL06088

POD NUMBER: 18-29289

DRAWN BY: CPM

CHECKED BY: MEP

SURVEY DATE: 12.28.18

PLAT DATE: 1.14.19

## SHEET TITLE:

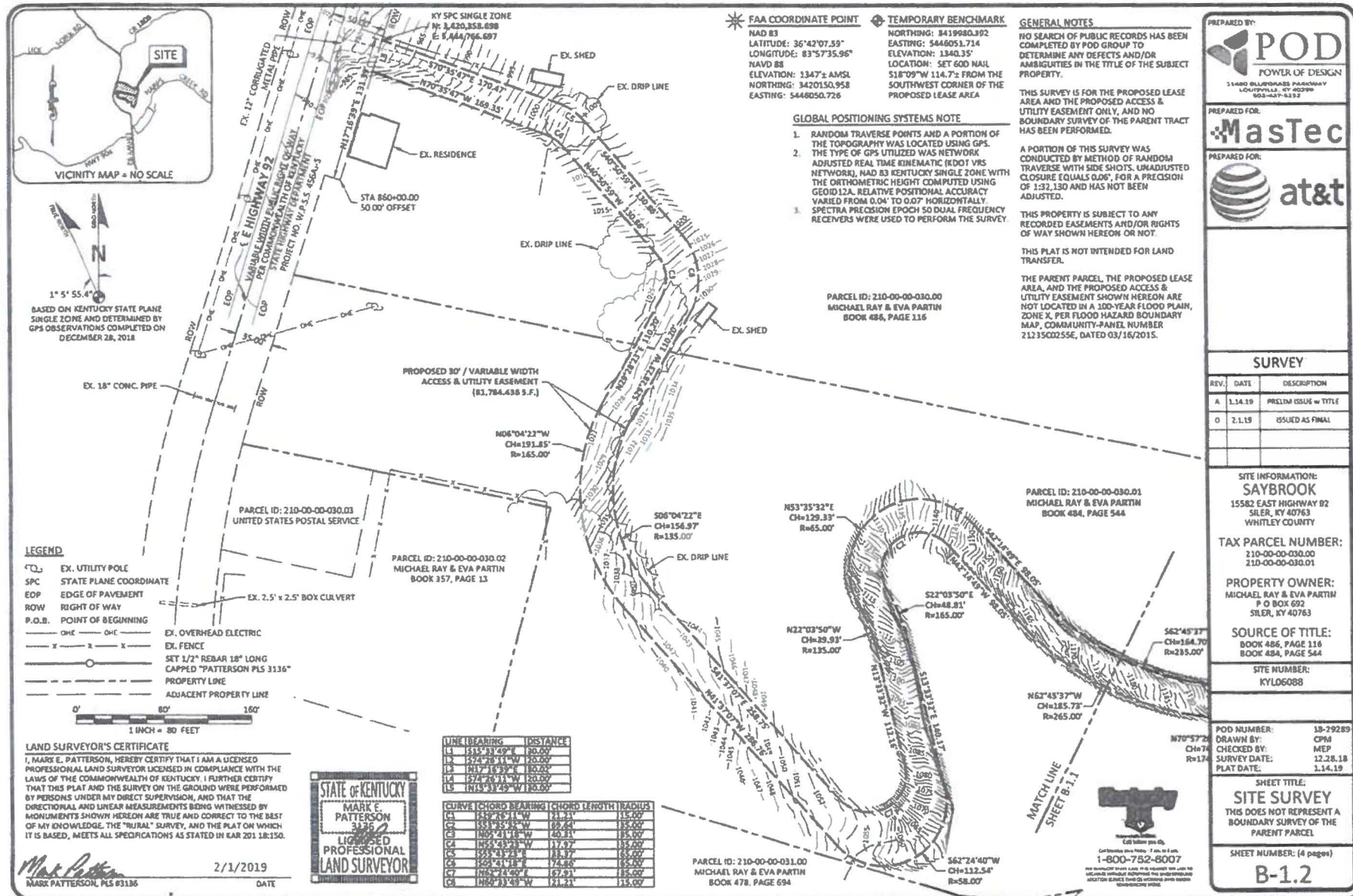
**SITE SURVEY**  
THIS DOES NOT REPRESENT A  
BOUNDARY SURVEY OF THE  
PARENT PARCEL

SHEET NUMBER: (4 pages)

**B-1.1**

Michael R. "Mike" Partin, Jr. 06.19  
Eva Partin 2/6/19







## LEGAL DESCRIPTIONS

## PROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO MICHAEL RAY & EVA PARTIN AS RECORDED IN DEED BOOK 486, PAGE 116, PARCEL ID: 210-00-00-030.00, IN THE OFFICE OF THE COUNTY CLERK OF WHITLEY COUNTY, KENTUCKY, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON DECEMBER 28, 2018.

BEGINNING AT A SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136", HEREAFER REFERRED TO AS A "SET IPC", IN THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA, SAID REBAR HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N: 3,420,089.376, E: 5,446,015.975; THENCE N15°33'49"W 100.00' TO A "SET IPC"; THENCE N74°26'11"E 100.00' TO A "SET IPC", HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N: 3,420,212.540, E: 5,446,085.477; THENCE S15°33'49"E 100.00' TO A "SET IPC"; THENCE S74°26'11"W 100.00' TO THE POINT OF BEGINNING CONTAINING 10,000,000 SQUARE FEET AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED DECEMBER 28, 2018.

## PROPOSED 30' / VARIABLE WIDTH ACCESS &amp; UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT TO BE GRANTED ON THE PROPERTY CONVEYED TO MICHAEL RAY & EVA PARTIN AS RECORDED IN DEED BOOK 486, PAGE 116 (PARCEL ID: 210-00-00-030.00), AND DEED BOOK 484, PAGE 544 (PARCEL ID: 210-00-00-030.01), IN THE OFFICE OF THE COUNTY CLERK OF WHITLEY COUNTY, KENTUCKY, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON DECEMBER 28, 2018.

BEGINNING AT A SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136", HEREAFER REFERRED TO AS A "SET IPC", IN THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA, SAID REBAR HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N: 3,420,089.376, E: 5,446,015.975; THENCE WITH THE SOUTH LINE OF THE PROPOSED LEASE AREA, N74°26'11"E 100.00' TO A "SET IPC"; THENCE LEAVING SAID LEASE AREA, S15°33'49"E 30.00'; THENCE S74°26'11"W 20.00'; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 15.00', S29°26'11"W 21.21'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 107.87', S11°26'59"W 97.99'; THENCE S38°27'47"W 103.84'; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 235.00', S22°33'31"W 128.79'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 113.00', S18°45'48"W 48.24'; THENCE S30°52'16"W 91.49'; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00', S65°48'18"W 124.26'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 124.17', N62°56'43"W 107.63'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 181.89', N73°38'07"W 94.12'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 174.56', N70°57'26"W 74.47'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 265.00', N57°45'37"W 185.73'; THENCE N42°14'49"W 94.09'; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 35.00', S53°35'32"W 69.64'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 165.00', S27°03'50"E 48.81'; THENCE S13°33'32"E 140.17'; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 58.00', S62°24'40"W 122.54'; THENCE N43°17'07"W 288.76'; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 165.00', N05°04'22"W 151.85'; THENCE N79°28'23"E 110.20'; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 35.00', N05°41'18"W 40.31'; THENCE N40°50'59"W 130.86'; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 35.00', N55°43'23"W 17.97'; THENCE N70°35'47"W 169.35' TO A POINT IN THE EAST RIGHT OF WAY LINE OF EAST HIGHWAY 92; THENCE WITH SAID EAST RIGHT OF WAY LINE, N37°16'39"E 30.02' TO A POINT, HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N: 3,420,353.698, E: 5,444,766.697; THENCE LEAVING SAID EAST RIGHT OF WAY LINE AND TRAVELING THE PROPERTY CONVEYED TO MICHAEL RAY & EVA PARTIN AS RECORDED IN DEED BOOK 486, PAGE 116, PARCEL ID: 210-00-00-030.00, S70°35'47"E 170.47'; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00', S55°43'23"E 33.37'; THENCE S40°50'59"E 130.86'; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00', S05°41'18"E 74.86'; THENCE S29°28'23"W 110.20'; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 135.00', S06°42'22"E 156.97'; THENCE S41°37'07"E 258.75'; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 35.00', N62°24'40"E 67.91'; THENCE N13°33'32"W 112.16'; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 135.00', N22°03'50"W 39.93'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 65.00', N53°35'32"E 129.33'; THENCE S42°14'49"E 98.09'; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 235.00', S62°45'37"E 164.70'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 204.56', S70°57'26"E 87.77'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 15.18', S73°38'07"E 78.60'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 154.17', S67°56'43"E 133.64'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 45.00', N46°48'18"E 74.56'; THENCE N30°52'16"E 91.49'; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 85.00', N18°45'46"E 35.66'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 265.00', N22°33'31"E 145.24'; THENCE N38°27'47"E 103.84'; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 77.87', N11°26'59"W 70.74'; THENCE WITH A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 15.00', N60°33'49"W 21.21'; THENCE S74°26'11"W 20.00'; THENCE N15°33'49"W 30.00' TO THE POINT OF BEGINNING CONTAINING 81,784,436 SQUARE FEET AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED DECEMBER 28, 2018.

## LAND SURVEYOR'S CERTIFICATE

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

Mark Patterson  
MARK PATTERSON, PLS #3136

2/1/2019

DATE



## TITLE OF COMMITMENT (PARCEL ID: 210-00-00-030.00) - BOOK 486, PAGE 116 - LEASE PARCEL

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POD GROUP, LLC, AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, ALGMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE AND THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY US TITLE SOLUTIONS, FOR THE BENEFIT OF SAID MOBILITY, FILE NO. 60423-KY1805-5030, FA 13800699, EFFECTIVE DATE OF JULY 25, 2018. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

## SCHEDULE B

- TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN.  
TAX ID: 210-00-00-030.00  
PERIOD: 2017  
PAYMENT STATUS: PAID  
TAX AMOUNT: \$1,048.78  
(NOT A LAND SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

- MORTGAGES RETURNED HEREIN: (-1-). SEE SEPARATE MORTGAGE SCHEDULE.

- ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY OF THE PARENT PARCEL, AND THEREFORE CANNOT ADDRESS THIS ITEM.)

- RIGHTS OF TENANTS OR PERSON IN POSSESSION. (RIGHTS ARE NOT A LAND SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

## JUDGMENTS, LIENS AND UCC)

- (NONE WITHIN PERIOD SEARCHED.)

## (COVENANTS/RESTRICTIONS)

- (NONE WITHIN PERIOD SEARCHED)

## (EASEMENTS AND RIGHTS OF WAY)

- (NONE WITHIN PERIOD SEARCHED)

## MORTGAGE SCHEDULE (PARCEL ID: 210-00-00-030.00) - BOOK 486, PAGE 116 - LEASE PARCEL

- REAL ESTATE MORTGAGE MADE BY MIKE PARTIN AND WIFE, EVA PARTIN TO FIRST STATE FINANCIAL, INC. DATED AS OF 9/18/2008 RECORDED 9/25/2008 IN BOOK 499 PAGE 722. (MORTGAGE AS RECORDED IN BOOK 499, PAGE 722 HAS A MATURITY DATE OF SEPTEMBER 23, 2038 AND DOES AFFECT THE SUBJECT PROPERTY, THE PROPOSED LEASE AREA, AND THE PROPOSED ACCESS & UTILITY EASEMENT.)

## TITLE OF COMMITMENT (PARCEL ID: 210-00-00-030.01) - BOOK 484, PAGE 544 - EASEMENT PARCEL

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POD GROUP, LLC, AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, ALGMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE AND THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY US TITLE SOLUTIONS, FOR THE BENEFIT OF SAID MOBILITY, FILE NO. 60424-KY1805-5030, FA 13800699-1, EFFECTIVE DATE OF JULY 26, 2018. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

## SCHEDULE B

- TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN.  
TAX ID: 210-00-00-030.01  
PERIOD: 2017  
PAYMENT STATUS: PAID  
TAX AMOUNT: \$433.25  
(NOT A LAND SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

- MORTGAGES RETURNED HEREIN: (-1-). SEE SEPARATE MORTGAGE SCHEDULE.

- ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY OF THE PARENT PARCEL, AND THEREFORE CANNOT ADDRESS THIS ITEM.)

- RIGHTS OF TENANTS OR PERSON IN POSSESSION. (RIGHTS ARE NOT A LAND SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

## JUDGMENTS, LIENS AND UCC)

- (NONE WITHIN PERIOD SEARCHED.)

## (COVENANTS/RESTRICTIONS)

- (NONE WITHIN PERIOD SEARCHED)

## (EASEMENTS AND RIGHTS OF WAY)

- (NONE WITHIN PERIOD SEARCHED)

## MORTGAGE SCHEDULE (PARCEL ID: 210-00-00-030.01) - BOOK 484, PAGE 544 - EASEMENT PARCEL

- REAL ESTATE MORTGAGE MADE BY MIKE PARTIN AND WIFE, EVA PARTIN TO FIRST STATE FINANCIAL, INC. DATED AS OF 7/3/2008 RECORDED 7/10/2008 IN BOOK 484, PAGE 504. (MORTGAGE AS RECORDED IN BOOK 484, PAGE 504 HAS A MATURITY DATE OF JULY 3, 2033 AND DOES AFFECT THE SUBJECT PROPERTY AND THE PROPOSED ACCESS & UTILITY EASEMENT.)



11400 BALFOUR ROAD  
LOUISVILLE, KY 40299  
502-451-9354

PREPARED FOR:

MasTec

PREPARED FOR:



## SURVEY

REV.	DATE	DESCRIPTION
A	1.14.19	PRELIMINARY TITLE
D	2.1.19	ISSUED AS FINAL

## SITE INFORMATION:

SAYBROOK  
15582 EAST HIGHWAY 92  
SLER, KY 40763  
WHITLEY COUNTY

## TAX PARCEL NUMBER:

210-00-00-030.00  
210-00-00-030.01

## PROPERTY OWNER:

MICHAEL RAY & EVA PARTIN  
P O BOX 692  
SLER, KY 40763

## SOURCE OF TITLE:

BOOK 486, PAGE 116  
BOOK 484, PAGE 544

## SITE NUMBER:

KYLO6088

POD NUMBER: 18-29289  
DRAWN BY: CPM  
CHECKED BY: MEP  
SURVEY DATE: 12-28-18  
PLAT DATE: 1.14.19

## SHEET TITLE:

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

SHEET NUMBER: (4 pages)

B-1.3

Michael R. "Mike" Partin, 02.06.19  
Eva Partin 2-6-19

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

**Saybrook – Notice List**

PARTIN MICHAEL & EVA  
P O BOX 692  
SILER, KY 40763

PARTIN MICHAEL RAY & EVA  
P O BOX 692  
SILER, KY 40763

UNITED STATES POSTAL SERVICE  
P O BOX 27497  
GREENSBORO, NC 27498

MIRACLE EDDIE & CAROLYN  
P O BOX 158  
SILER, KY 40763

FERGUSON A J  
15436 E HWY 92  
WILLIAMSBURG, KY 40769

FERGUSON BILL  
C/O A J FERGUSON  
15436 E HWY 92  
WILLIAMSBURG, KY 40769

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

GAMBREL TOMMY & ETHEL  
10807 E HWY 92  
WILLIAMSBURG, KY 40769-9230

GAMBREL TOMMY  
10807 E HWY 92  
WILLIAMSBURG, KY 40769

REYNOLDS WILLIAM GARY &  
DARLENE  
P O BOX 68  
SILER, KY 40763

PEACE ROBERT GLEN & CLARENCE DEWEY  
P O BOX 172  
SILER, KY 40763



ROSE ELLEN  
C/O DALLIE SKRAJNAR  
1155 LORETTA AVE  
LOUISVILLE, KY 40213

LAMBDIN VICKIE  
15842 E HWY 92  
SILER, KY 40763

PEACE GEORGE & RICKY G PEACE  
P O BOX 5  
SILER, KY 40763

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



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

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

Dear Landowner:

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 15582 East Highway 92, Siler, KY 40763 (36° 42' 07.59" North latitude, 83° 57' 35.96" West longitude). The proposed facility will include a 255-foot tall antenna tower, plus a 15-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

This notice is being sent to you because the County Property Valuation Administrator's records indicate that you may own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00090 in any correspondence sent in connection with this matter.

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

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

Sincerely,  
David A. Pike  
Attorney for Applicant

enclosures

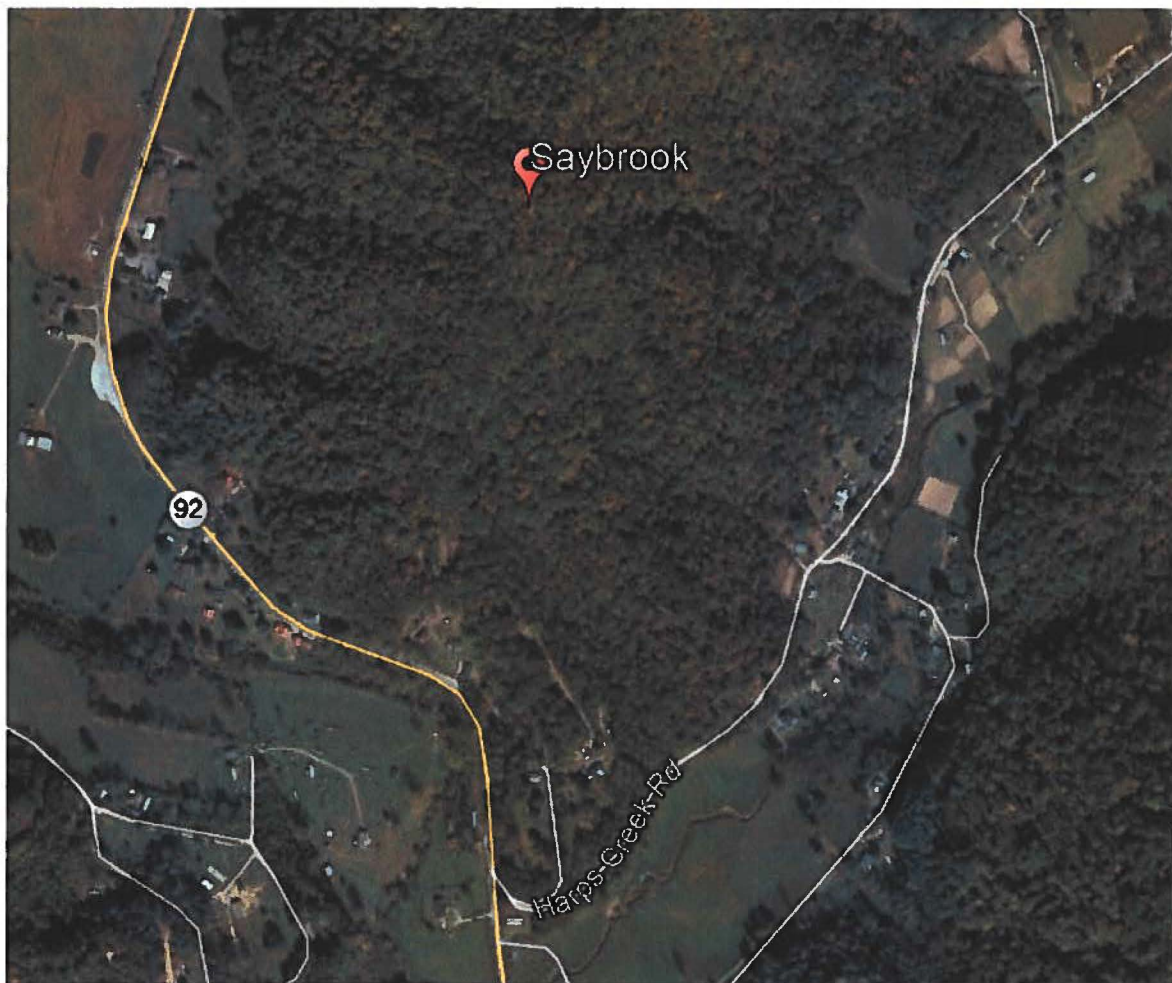


### **Driving Directions to Proposed Tower Site**

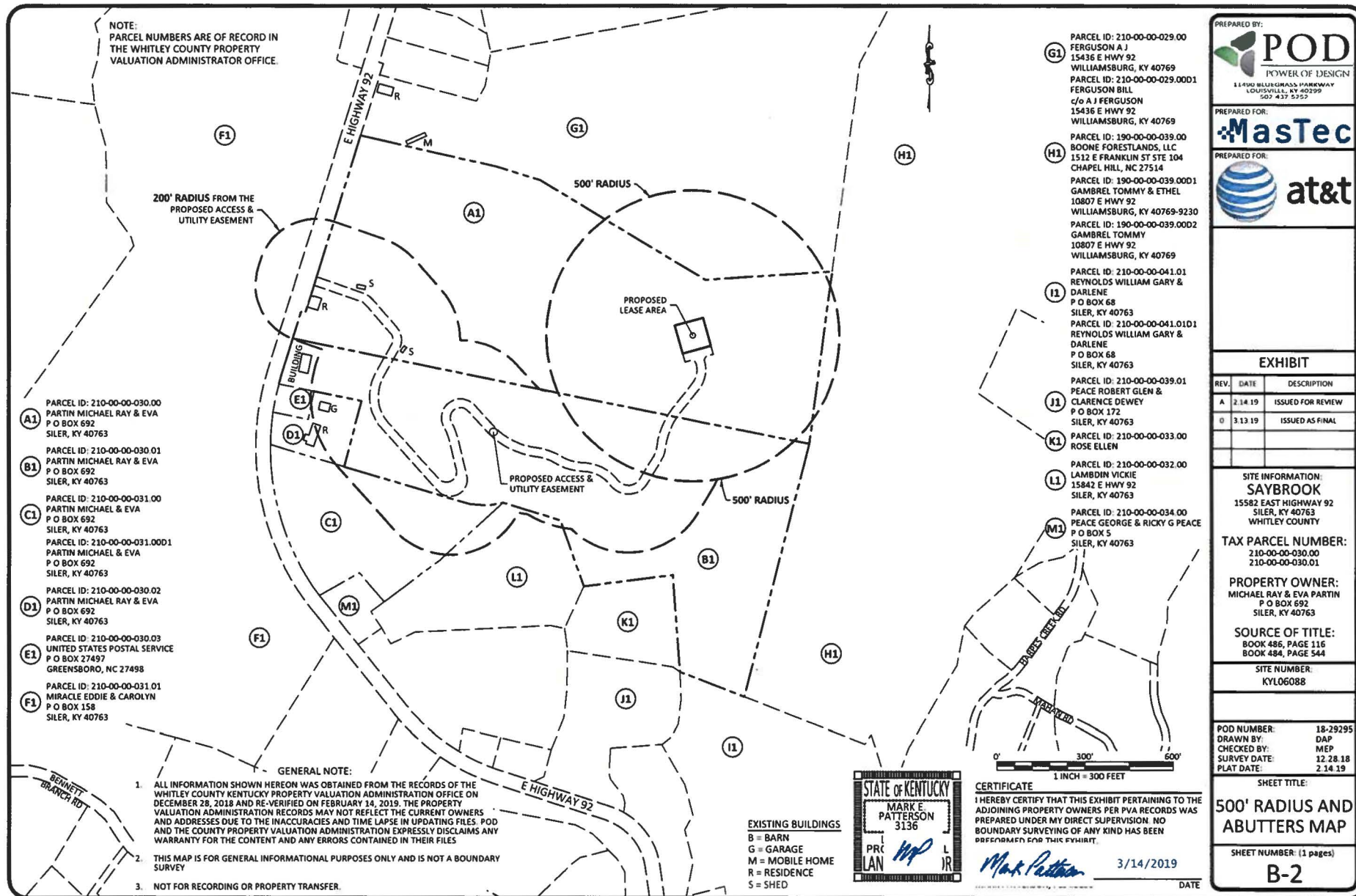
1. Beginning at 200 Main Street, Williamsburg, KY 40769, head southwest on Main Street toward North 3<sup>rd</sup> Street and travel approximately 177 feet.
2. Turn left onto South 3<sup>rd</sup> street and travel approximately 282 feet.
3. Turn left at the 1<sup>st</sup> cross street onto Cumberland Ave and travel approximately 0.2 miles.
4. Turn right onto Hwy 25 South and travel approximately 0.8 miles.
5. Turn left onto KY-92 East and travel approximately 15.8 miles. The site is on the left.

The site coordinates are:

- a. North 36 deg 42 min 07.59 sec
- b. West 83 deg 57 min 35.96 sec



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



**EXHIBIT L**  
**COPY OF COUNTY JUDGE/EXECUTIVE NOTICE**





**VIA CERTIFIED MAIL**

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

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

**RE: Notice of Proposal to Construct Wireless Communications Facility  
Kentucky Public Service Commission Docket No. 2019-00090  
Site Name: Saybrook**

Dear Judge/Executive:

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 15582 East Highway 92, Siler, KY 40763 (36° 42' 07.59" North latitude, 83° 57' 35.96" West longitude). The proposed facility will include a 255-foot tall antenna tower, plus a 15-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00090 in any correspondence sent in connection with this matter.

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

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

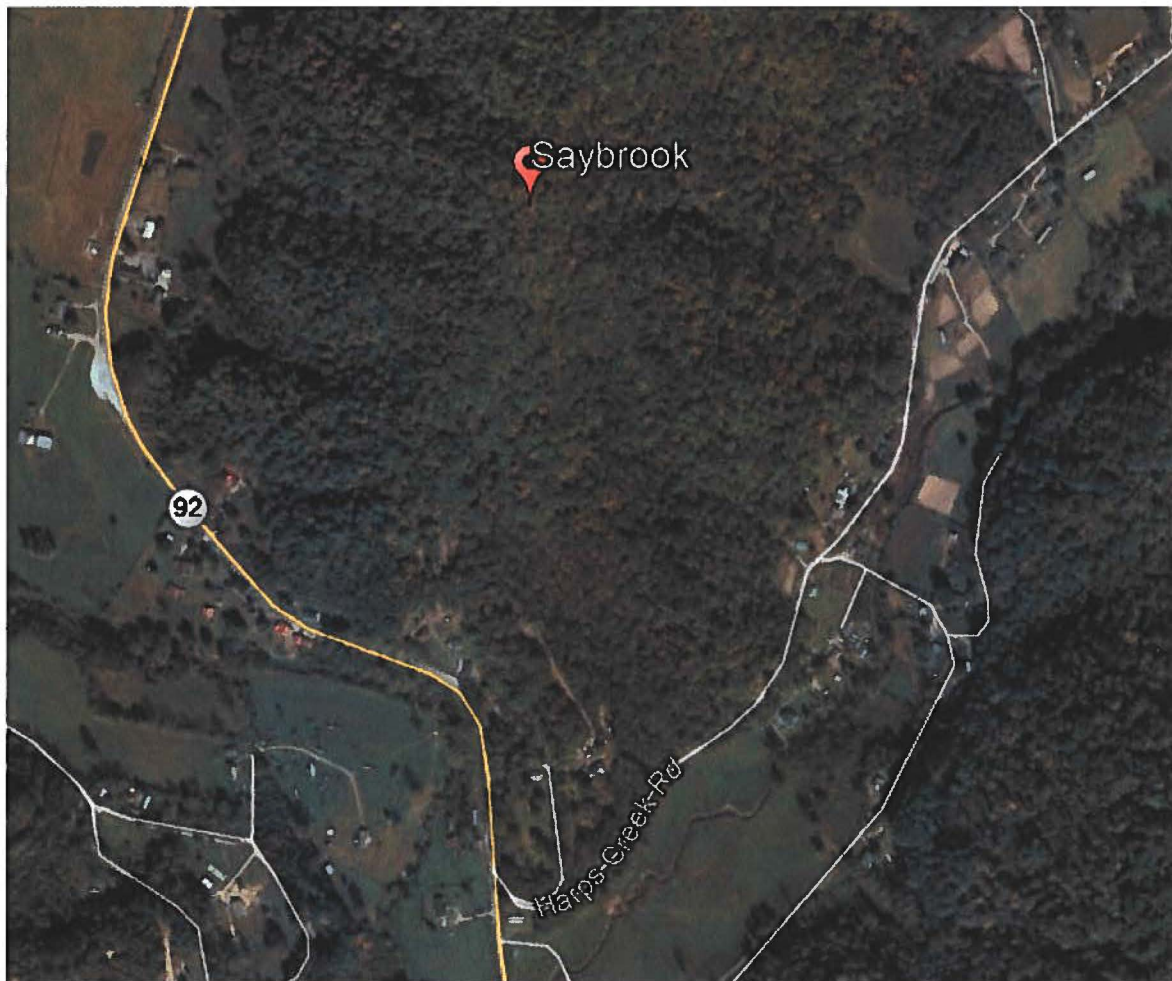
Sincerely,  
David A. Pike  
Attorney for Applicant  
enclosures

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

1. Beginning at 200 Main Street, Williamsburg, KY 40769, head southwest on Main Street toward North 3<sup>rd</sup> Street and travel approximately 177 feet.
2. Turn left onto South 3<sup>rd</sup> street and travel approximately 282 feet.
3. Turn left at the 1<sup>st</sup> cross street onto Cumberland Ave and travel approximately 0.2 miles.
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5. Turn left onto KY-92 East and travel approximately 15.8 miles. The site is on the left.

The site coordinates are:

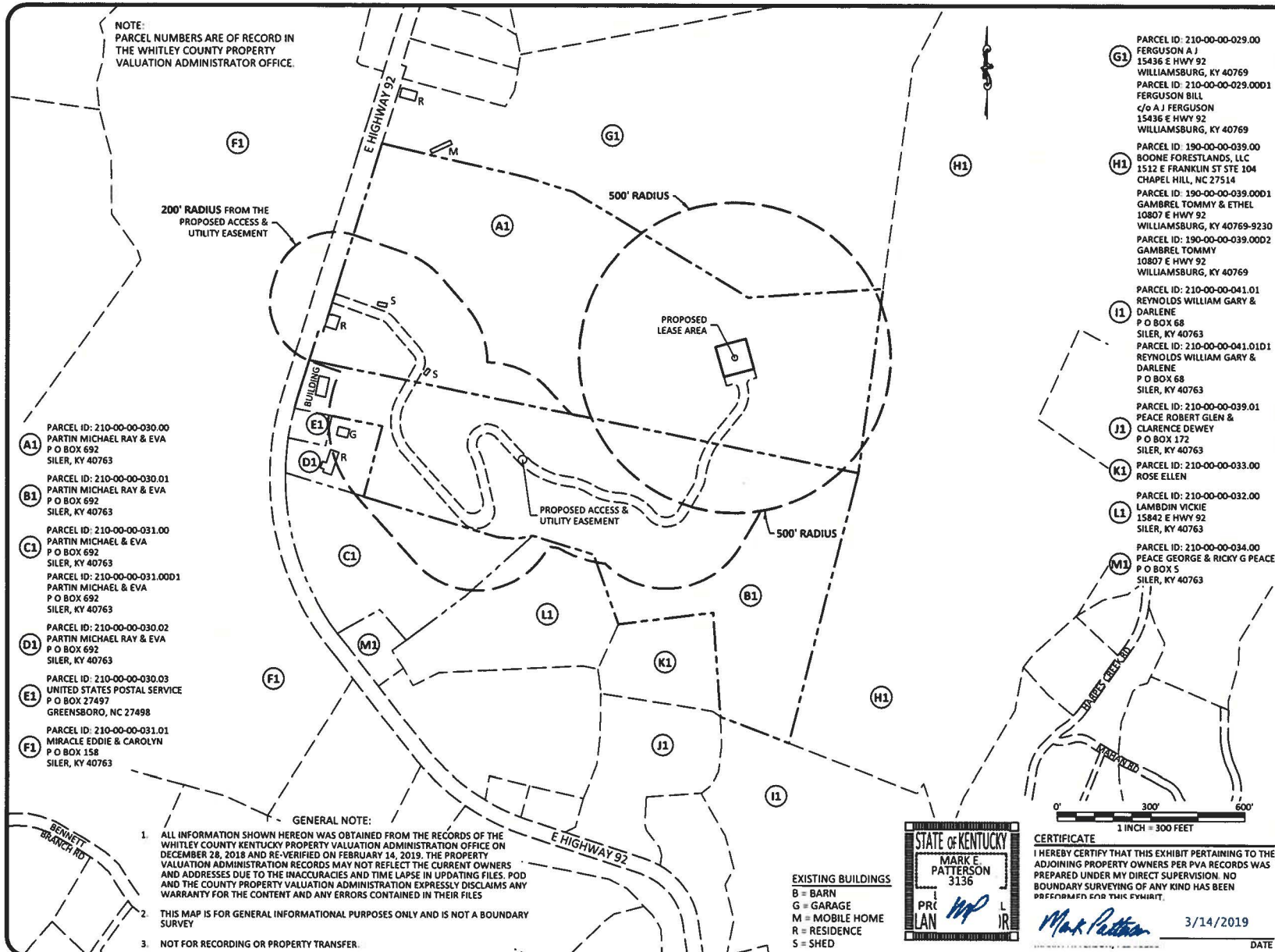
- a. North 36 deg 42 min 07.59 sec
- b. West 83 deg 57 min 35.96 sec



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



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



PREPARED BY:  
**POD**  
POWER OF DESIGN  
11490 BLUEGRASS PARKWAY  
LOUISVILLE, KY 40299  
502-437-5057

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

#### EXHIBIT

REV.	DATE	DESCRIPTION
A	2.14.19	ISSUED FOR REVIEW
O	3.13.19	ISSUED AS FINAL

#### SITE INFORMATION:

**SAYBROOK**  
15582 EAST HIGHWAY 92  
SILER, KY 40763  
WHITLEY COUNTY

**TAX PARCEL NUMBER:**  
210-00-00-030.00  
220-00-00-030.01

**PROPERTY OWNER:**  
MICHAEL RAY & EVA PARTIN  
P O BOX 692  
SILER, KY 40763

**SOURCE OF TITLE:**  
BOOK 486, PAGE 116  
BOOK 484, PAGE 544

**SITE NUMBER:**  
KYLOG088

**POD NUMBER:** 18-29295  
**DRAWN BY:** DAP  
**CHECKED BY:** MEP  
**SURVEY DATE:** 12.28.18  
**PLAT DATE:** 2.14.19

#### SHEET TITLE

**500' RADIUS AND  
ABUTTERS MAP**

**SHEET NUMBER:** (1 pages)

**B-2**



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

**SITE NAME: SAYBROOK**  
**NOTICE SIGNS**

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

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility proposes to construct a telecommunications **tower** on this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165; telephone: (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00090 in your correspondence.

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility proposes to construct a telecommunications **tower** near this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165; telephone: (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00090 in your correspondence.



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

**VIA TELEPHONE: 606-528-9767**

Williamsburg News Journal  
Williamsburg, KY

RE: Legal Notice Advertisement  
Site Name: Saybrook

Dear Williamsburg News Journal:

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

**NOTICE**

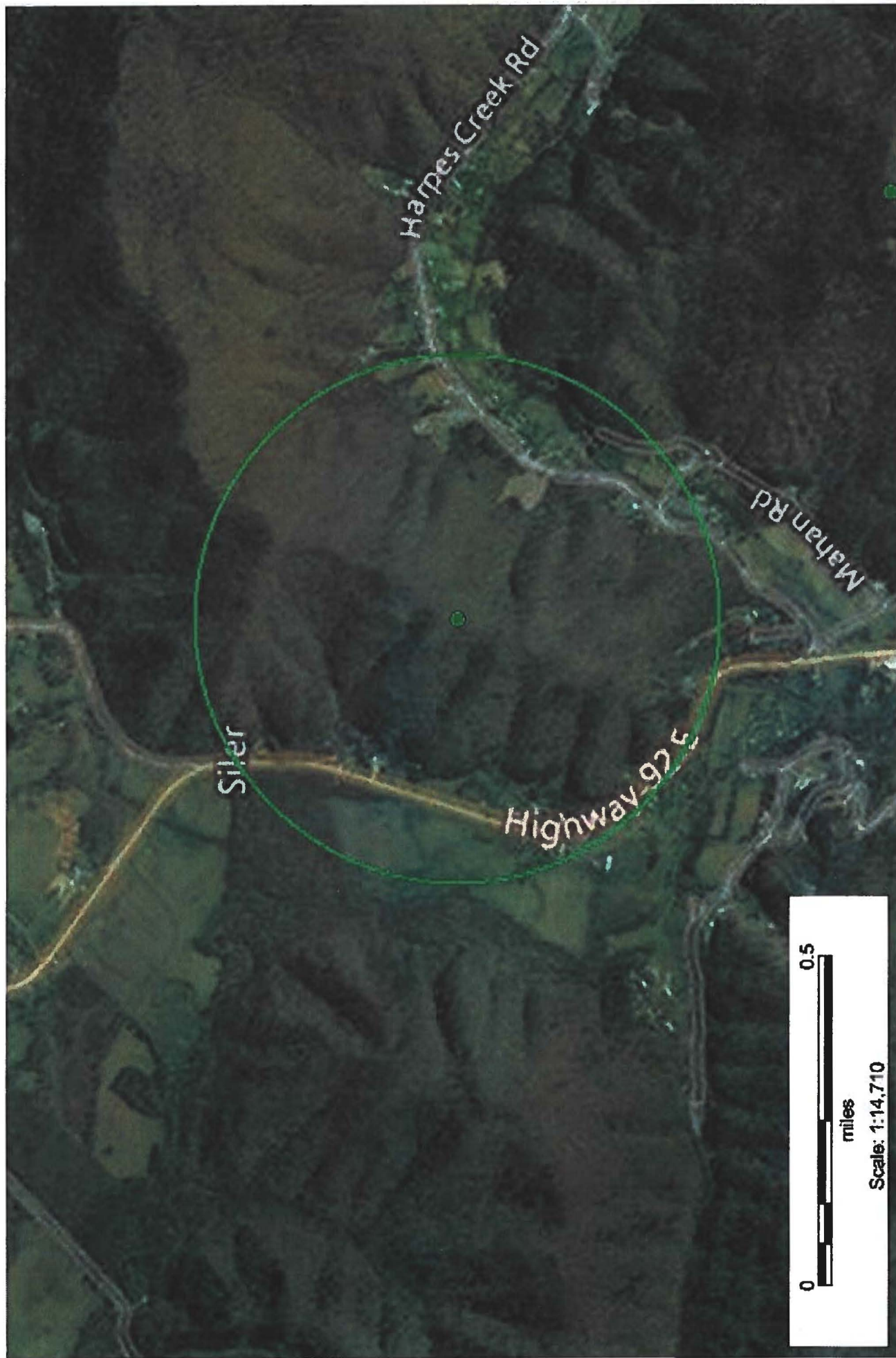
**New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located on 15582 East Highway 92, Siler, KY 40763 (36° 42' 07.59" North latitude, 83° 57' 35.96" West longitude). You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00090 in any correspondence sent in connection with this matter.**

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

Sincerely,  
Chris Shouse  
Pike Legal Group, PLLC



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



**Saybrook Search Area (10/25/17)**

**Lat: 36.703216**  
**Lon: -83.959219**  
**Radius: .4 miles**