EXHIBIT C TOWER AND FOUNDATION DESIGN





January 27, 2021

Louisville Metro Planning Commission Metro Development Center 444 South Fifth Street, Suite 300 Louisville, KY 40202

RE: Site Name – Headley Hollow Proposed Cell Tower 38 04 28.00 North Latitude, 85 50 35.53 West Longitude

Dear Commissioners:

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

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

Thank you,

Sean Sheehan, Sr. Project Manager – Tennessee/Kentucky Market

MasTec Network Solutions

(610) 312-1001

RECEIVED

FEB 10 2021

FLANNING & DESIGN

FLANNING & DESIGN



January 22, 2021

Mr. Cody Knox AT&T 1975 Joe B Jackson Pkwy Murfreesboro, TN 37127

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RE: 195' Sabre Monopole for FA#11563658 Headley Hollow, KY (Sabre #475093)

Dear Mr. Knox,

As shown in our Structural Design Report #475093 dated January 22, 2021, the above referenced monopole has been designed for a Basic Wind Speed of 106 mph and 30 mph with 1.5" radial ice, Structure Class II, Exposure C, Topographic Category 1 in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-H, "Structural Standard for Antenna Supporting Structures and Antennas".

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors. Therefore, it is highly unlikely that the monopole will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors. Therefore, it is highly unlikely that the monopole will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within the monopole shaft, above the base plate. Assuming that the wind pressure profile is similar to that used to design the monopole, the monopole will buckle at the location of the highest combined stress ratio within the monopole shaft. This is likely to result in the portion of the monopole above leaning over and remaining in a permanently deformed condition. Please note that this letter only applies to the above referenced monopole designed and manufactured by Sabre Industries. This would effectively result in a zero foot fall radius.

Sincerely,

Keith J. Tindall, P.E., S.E. Vice President, Telecom Engineering





Structural Design Report

195' Monopole Site: Headley Hollow, KY Site Number: FA# 11563658

Prepared for: AT&T by: Sabre Industries TM

Job Number: 475093

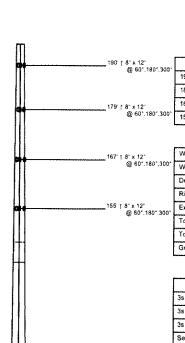
January 22, 2021

Monopole Profile	1
Foundation Design Summary	2
Pole Calculations	3-13
Foundation Calculations	14-15



Digitally Signed By Keith Tindall DN: c=US, st=Texas, l=Alvarado, o=SABRE INDUSTRIES, INC., cn=Keith Tindall, email=kjtindall@sabreindustries .com Date: 2021.01.22 16:17:24

Length (ft)	53"3"	/	53'-6"	/	536"	/	53.3"	_
Number Of Sides		AAAAAA TAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA	T TOTAL CONTROL OF THE CONTROL OF TH	18			WATER THE PARTY OF	1
Thickness (in)	112"	The state of the s		.94/2	TANKA AMARANA	THE	5/16"	1
Lap Splice (ft)	The state of the s	8 - 0"		9-9		5 0.	Trought and a second se	· T
Top Diameter (in)	55,43"	THE PARTY OF THE P	45.06"		34.31"		23"	·
Bottom Diameter (in)	68,6"	***************************************	58.29"		47.54"	Commence of the Commence of th	36.17"	т.
Taper (m/ft)				0.2473			Constitution of the Consti	т-
Grade		The state of the s		A572-65	THE PARTY OF THE P		STREET, STREET	_
Weight (fbs)	21027		13732	***************************************	10851		5970	_
Overall Steel Height (ft)	Address of the state of the sta		TO THE WATER WATER AND A STATE OF THE STATE	194			THE RESERVE THE PROPERTY OF TH	T



Designed Appurtenance Loading

u,	Elev	Description	Tx-Line
•	193	(1) 278 sq. ft. EPA 8000# (no lce)	(18) 15/8°
	181	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 15/8*
	169	(1) 208 sq. ft, EPA 4000# (no ice)	(18) 1 5/8"
0,	157	(1) 208 sq. ft, EPA 4000# (no ice)	(18) 15/8"

Design Criteria - ANSI/TIA-222-H

Wind Speed (No fce)	106 mph
Wind Speed (Ice)	30 mph
Design Ice Thickness	1.50 in
Risk Category	II II
Exposure Category	C
Topographic Factor Procedure	Method 1 (Simplified)
Topographic Category	1
Ground Elevation	588 ft

Load Case Reactions

Description	Axial (kips)	Shear (kips)	Moment (ft-k)	Deflection (ft)	Sway (deg)
3s Gusted Wind	92.89	54.9	8844,72	17.01	9.93
3s Gusted Wind 0,9 Dead	69.84	55.13	8686.71	16.58	9.64
3s Gusted Wind&Ice	143.46	10.18	1810.37	3.58	2.12
Service Loads	77.52	15.7	2516.11	4.94	2.85

Base Plate Dimensions

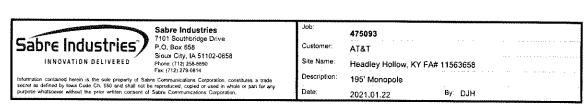
Shape	Diameter	Thickness	Bolt Circle	Bolt Qty	Bolt Diameter
Round	81.75"	2.5"	76"	24	2.25"

Anchor Bolt Dimensions

Length	Diameter	Hole Diameter	Weight	Туре	Finish
84"	2,25"	2.625"	2906.4	A615-75	Galv

Notes

- 1) Antenna Feed Lines Run Inside Pole
- 2) All dimensions are above ground level, unless otherwise specified.
- 3) Weights shown are estimates. Final weights may vary.
- 4) Full Height Step Bolts
- 5) Tower Rating: 99.6%
- 6) This tower design and, if applicable, the foundation design(s) shown on the following page(s) also meet or exceed the requirements of the 2018 Kentucky Building Code.



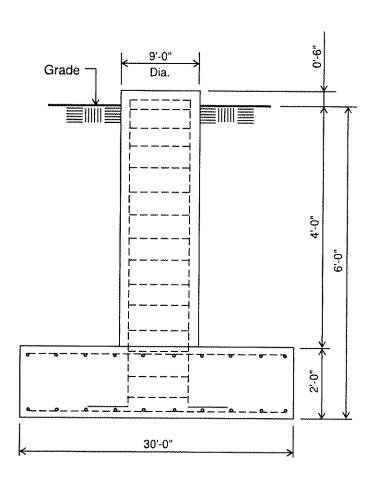
-9" ↑ 10.5" × 25.5" @ 90".270" 4" ↑ 10.5" × 25.5" @ 180".360"



Date: 01/22/21 By: DJH

Customer: AT&T Site: Headley Hollow, KY FA# 11563658

195' Monopole



Notes:

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-14.
- Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on the geotechnical report by Delta Oaks Group; project# GEO20-07711-08 Revision 0; dated January 14, 2020.
- 6) See the geotechnical report for compaction requirements, if specified.
- 7) 4 ft of soil cover is required over the entire area of the foundation slab.

ELEVATION VIEW

(77.27 Cu. Yds.) (1 REQUIRED; NOT TO SCALE)

 The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

	Rebar Schedule for Pad and Pier
Pier	(62) #10 vertical rebar w/ hooks at bottom w/ #5 ties, (2) within top 5" of pier, then 4" C/C
Pad	(53) #10 horizontal rebar evenly spaced each way top and bottom (212 total)

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(USA 22_-n) - Monopore Spatial Anal,. (C)201/ Suymast Inc.

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Sabre Towers and Poles

on: 22 jan 2021 at: 14:07:44

195' Monopole / Headley Hollow, KY

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

POLE GEOMETRY ------

ELEV ft	SECTION NAME	No. SIDE	OUTSIDE DIAM in	THICK -NESS in	RESISTANCES ♦*Pn ♦*Mn kip ft-kip	SPLICE TYPE	OVERLA LENGTH F	AP w/t RATIO
194.0			23.35	0.312	1671.9 775.8			
145.7	А	18	35.46	0.312	2455.2 1745.8			11.9
	A/B	18	35.46		2455.2 1745.8	SLIP	5.00	1.69
140.7					3622.8 2605.1			
	В	18	36.10		3622.8 2605.1			13.5
98.7					4583.5 4280.3			
	B/C	18			4583.5 4280.3	SLIP	6.50	1.67
92.2			47.40	0.438	4639.2 4405.4			
	С	18	47.40	0.438	4639.2 4405.4			18.0
53.2			57.16	0.438	5285.9 6073.3			2.0.0
	C/D	18	57.16	0.438	5285.9 6073.3	SLIP	8.00	1.67
45.2			58.31	0.500	6383.6 7467.6			
	D	18	58.31	0.500	6383.6 7467.6			19.5
0.0			69.66		7186.010071.0			

POLE ASSEMBLY

SECTION NAME	BASE ELEV ft	NUMBER	TYPE	AT BASE DIAM in	OF SECTION STRENGTH ksi	THREADS IN SHEAR PLANE	CALC BASE ELEV ft
A B C D	140.750 92.250 45.250 0.000	0 0 0	A325 A325 A325 A325	0.00 0.00 0.00 0.00	92.0 92.0 92.0 92.0	0 0 0 0	140.750 92.250 45.250 0.000

POLE SECTIONS ============

SECTION NAME	No.of SIDES	LENGTH O	JTSIDE.D) BOT in	IAMETER TOP in	BEND RAD in	MAT- ERIAL ID	FLAN BOT	GE.ID TOP	FLANGE GROUF BOT	E.WELD P.ID TOP
A	18 18	53.25	36.73	23.35	0.625	1	0	0	0	0

^{48.27 34.84} 59.19 45.75 69.66 56.29 0.625 2 0 0 0 0.625 3 0 0 0 0.625 4 0 0 18 18 53.50 53.25

* - Diameter of circumscribed circle

MATERIAL TYPES

===============

TYPE OF SHAPE	TYPE NO	NO OF ELEM.	OR	IENT	HEIGHT	WIDTH	.THI WEB	CKNESS. FLANGE		ULARITY ECTION. ORIENT
			&	deg	in	in	in	in	ANEA	deg
PL PL	1 2	. <u>1</u>		0.0	36.73 48.27	0.31 0.44	0.312 0.438	0.312 0.438	0.00	0.0

& - With respect to vertical

MATERIAL PROPERTIES

Pi. PL -

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

0.000

LOADING CONDITION A

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

LOADS ON POLE

LOAD TYPE	ELEV ft	APPLYLO RADIUS ft	ADAT AZI	LOAD AZI	FORG HORIZ kip	DOWN Kip	MOMI VERTICAL ft-kip	ENTS TORSNAL ft-kip
000000000000000000000000000000000000000	192.500 192.000 192.000 185.000 180.000 175.000 168.000 156.000 156.000 145.000 125.000 125.000 125.000 125.000 125.000 125.000 125.000 125.000 125.000 125.000 125.000 125.000 125.000 125.000 125.000 125.000 125.000 125.000	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0			0.0156 0.0000 11.8902 0.0309 0.0000 8.8269 0.0306 0.0000 8.7004 0.0302 0.0000 8.5665 0.0298 0.0294 0.0285 0.0285 0.0285 0.0269 0.0263 0.0256 0.0248 0.0248 0.0240 0.0230 0.0218 0.0203 0.0183	0.0084 4.3131 7.2000 0.0168 4.0435 4.8366 0.0168 3.7740 4.8366 0.0168 0.0168 0.0168 0.0168 0.0168 0.0168 0.0168 0.0168 0.0168 0.0168 0.0168 0.0168 0.0168 0.0168	0.0000 0.0000	0.0000 0.0000
000000000000000000000000000000000000000	194.000 177.917 177.917 161.833 161.833 145.750 140.750 140.750 126.750 126.750 112.750 98.750 98.750 92.250 92.250 79.250 66.250 66.250 653.250 45.250 45.250 41.312 11.312 0.000	0.00 0.00	180.0 180.0		0.0566 0.0566 0.0644 0.0644 0.0717 0.0717 0.0762 0.0762 0.0788 0.0842 0.0842 0.0890 0.0930 0.0921 0.0930 0.0959 0.0959 0.0959 0.0978 0.0978 0.0984 0.0984 0.0984 0.0984 0.0984 0.0984 0.0986 0.0896	0.1002 0.1002 0.1161 0.1161 0.1320 0.1320 0.3384 0.2091 0.2285 0.2285 0.2480 0.5200 0.5200 0.5200 0.52714 0.2895 0.2895 0.3076 0.6849 0.6849 0.6849 0.4320 0.4320	0.0000 0.0000	0.0000 0.0000

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

CONTROL TO A CONTROL OF THE CONTROL

LOADS ON POLE

LOAD TYPE	ELEV ft	APPLYLOA RADIUS ft	ADAT AZI	LOAD AZI	FORC HORIZ kip	DOWN kip	VERTICAL ft-kip	ENTS TORSNAL ft-kip
	192.500 192.000 192.000 185.000 180.000 175.000 168.000 156.000 155.000 155.000 125.000 125.000 125.000 155.000 155.000 155.000 155.000 155.000 155.000 155.000 155.000	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0		0.0156 0.0000 11.8902 0.0309 0.0000 8.8269 0.0306 0.0000 8.7004 0.0302 0.0000 8.5665 0.0298 0.0294 0.0290 0.0285 0.0285 0.0269 0.0263 0.0248 0.0248 0.0248 0.0248 0.0248 0.0248 0.0230 0.0218 0.0203	0.0063 3.2348 5.4000 0.0126 3.0326 3.6274 0.0126 2.8305 3.6274 0.0126 0.0126 0.0126 0.0126 0.0126 0.0126 0.0126 0.0126 0.0126 0.0126 0.0126 0.0126 0.0126 0.0126 0.0126 0.0126 0.0126 0.0126	0.0000 0.0000	0.0000 0.0000
	194.000 177.917 177.917 161.833 161.833 145.750 140.750 126.750 112.750 112.750 112.750 98.750 98.750 92.250 92.250 79.250 66.250 66.250 66.250 53.250 45.250 45.250 11.312 0.000	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	180.0 180.0	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	0.0566 0.0566 0.0644 0.0717 0.0717 0.0762 0.0788 0.0788 0.0842 0.0842 0.0890 0.0921 0.0921 0.0930 0.0959 0.0959 0.0978 0.0971 0.0984 0.0984 0.0984 0.0984 0.0896 0.0896	0.0751 0.0751 0.0871 0.0871 0.0990 0.0990 0.2538 0.1568 0.1568 0.1714 0.1860 0.3900 0.3900 0.2036 0.2171 0.2171 0.2171 0.2171 0.2171 0.2171 0.2171 0.2307 0.5137 0.5137 0.5137 0.5137 0.3240	0.0000 0.0000	0.0000 0.0000

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

LOADS ON POLE

LOAD TYPE	ELEV ft	APPLYLOA RADIUS ft	DAT AZI	LOAD AZI	FORG HORIZ kip	CES DOWN kip	MOM VERTICAL ft-kip	ENTS TORSNAL ft-kip
0000000	192.500 192.000 192.000 185.000 180.000 180.000 175.000 168.000	0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.0 0.0 0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0 0.0	0.0101 0.0000 1.6391 0.0199 0.0000 1.9635 0.0196 0.0000	0.0204 4.3131 17.9386 0.0288 4.0435 11.9498 0.0288 3.7740	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000

C 156.000 C 156.000 C 155.000 C 155.000 C 135.000 C 135.000 C 125.000 C 105.000 C 95.000 C 95.000 C 75.000 C 65.000 C 55.000 C 45.000 C 25.000 C 15.000	0.00 0.0 0.00 0.0	0.0 0.0192 0.0 0.0000 0.0 1.8883 0.0 0.0189 0.0 0.0185 0.0 0.0177 0.0 0.0173 0.0 0.0168 0.0 0.0168 0.0 0.0158 0.0 0.0158 0.0 0.0152 0.0 0.0146 0.0 0.0139 0.0 0.0131 0.0 0.0121 0.0 0.0121 0.0 0.0195	3.5044 11.8494 0.0288 0.0288 0.0288 0.0288 0.0288 0.0288 0.0288 0.0288 0.0288 0.0288 0.0288 0.0288	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000	
D 194.000 D 177.917 D 177.917 D 161.833 D 161.833 D 145.750 D 145.750 D 140.750 D 126.750 D 598.750 D 98.750 D 98.750 D 98.750 D 98.750 D 95.250 D 79.250 D 11.312 D 11.312 D 0.0000	0.00 180.0 0.00 180.0	0.0 0.0090 0.0 0.0090 0.0 0.0101 0.0 0.0111 0.0 0.0111 0.0 0.0117 0.0 0.0120 0.0 0.0127 0.0 0.0127 0.0 0.0127 0.0 0.0127 0.0 0.0134 0.0 0.0138 0.0 0.0138 0.0 0.0138 0.0 0.0138 0.0 0.0139 0.0 0.0145 0.0 0.0145 0.0 0.0145 0.0 0.0145 0.0 0.0143 0.0 0.0143 0.0 0.0143 0.0 0.0145 0.0 0.0145 0.0 0.0145 0.0 0.0145 0.0 0.0145 0.0 0.0145 0.0 0.0145 0.0 0.0145 0.0 0.0145 0.0 0.0145 0.0 0.0145 0.0 0.0145 0.0 0.0145 0.0 0.0130	0.1593 0.1834 0.1834 0.2073 0.2073 0.4188 0.4188 0.2926 0.3184 0.3184 0.3439 0.6203 0.6203 0.6203 0.3737 0.3737 0.3737 0.3765 0.4189 0.4189 0.4189 0.7991 0.4930 0.5296 0.5406	0.0000 0.0000	0.0000 0.0000	

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Sabre Towers and Poles

Tel:(416)736-7453

on: 22 jan 2021 at: 14:07:44

195' Monopole / Headley Hollow, KY

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

MAST ELEV ft	DEFLECTI HORIZONTA ALONG		DOWN	ROTATI TILT . ALONG	ONS (deg) ACROSS	TWIST
194.0	17.01H	-0.07R	2.10D	9.93н	-0.03R	0.000
177.9	14.32H	-0.06R	1.64D	9.74н	-0.03R	0.000
161.8	11.74н	-0.05R	1.220	9.10н	-0.03R	0.00บ
145.7	9.38н	-0.05R	0.86D	8.06н	-0.03R	0.000
140.7	8.70н	-0.04R	0.77D	7.79н	-0.03R	0.000
126.7	6.93н	-0.04R	0.54D	6.92н	-0.03R	
112.7	5.37н	-0.03R	0.36D	6.02H	-0.03R	0.000
98.7	4.02H	-0.02R	0.23D	5.14H	-0.03R	0.000
92.2	3.46н	-0.02R	0.18D	4.74H	-0.02R	0.00u
79.2	2.49н	-0.01R	0.11D	3.91н	-0.02R	0.00u
66.2	1.69н	-0.01R	0.06D	3.13н	-0.02R	0.000

*1	, \$-	+ ++\$\i_2	4.2 1	·	- ti 44.5	
45.2		0.00R		2.00н		0.000
33.9	0.42н	0.00R	0.01D	 1.46н		0.000
22.6	0.18н	0.00R	0.00D	0.95н	-0.01R	0.00u
11.3	0.05н	0.00R	0.00z	0.46н	0.00R	0.000
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A
MAXIMUM		CALCULATED(w.r				
MAST	TOTAL	SHEAR.w.r.t.			t.WIND.DIR	TORSION
ELEV ft	AXIAL kip	ALONG kip	ACROSS kip	ALONG ft-kip	ACROSS ft-kip	ft-kip
104.0						
194.0	0.01 P	0.00 p	0.00 F	0.01 D	-0.01 F	0.00 F
177 0	40.86 AI	21.66 W	0.00 F	-220.28 L	0.06 F	-0.06 w
177.9	40.86 AJ	21.67 D	0.01 K	-220.28 L	-0.06 c	-0.06 w
161 0	59.54 AJ	31.45 D				-0.20 W
161.8	59.54 AI	31.46 X	-0.01 н	-687.93 L	0.20 F	-0.20 w
145.7	78.25 AI	41.19 X	-0.01 н	-1369.32 L	-0.42 C	-0.39 w
143.7	78.25 AI	41.44 L	0.15 T	-1369.40 D	-0.55 C	-0.39 w
140 7	80.37 AI	41.85 L	0.15 T	-1602.95 L	-0.76 c	-0.41 C
140.7	80.37 AI	41.94 T	-0.23 R	-1602.32 L	-0.87 c	0.40 K
126.7	84.50 AI	43.06 T	-0.23 R	-2266.01 K	3.99 R	-0.72 W
126.7	84.50 AA	43.06 T	-0.33 R	-2266.03 K	4.01 R	0.72 K
112 7	89.01 AA			-2942.98 L		
112.7	89.01 AA	44.30 T	-0.32 R	-2942.93 L	8.62 R	1.08 U
00.7	93.85 AA	45.56 T	-0.32 R	-3633.67 н	13.18 R	1.43 U
98.7	93.85 AA	45.59 T	-0.32 R	-3633.88 н	13.03 R	1.43 U
02.2	97.91 AA	46.22 T	-0.32 R	-3959.07 н	15.14 R	1.56 U
92.2	97.91 AA	46.28 T	-0.37 R	-3959.22 н	15.18 R	1.57 U
70.0	102.80 AA	47.51 T	-0.37 R	-4620.28 н	20.07 R	1.88 U
79.2	102.80 AA	47.52 T	-0.38 R	-4620.32 H	20.07 R	1.88 U
	107.98 AA	48.79 T				
66.2	107.98 AA	48.79 T	-0.39 R	-5291.00 н	25.03 R	2.10 U
	113.49 AA	50.11 T	-0.39 R	-5970.90 н	30.16 R	2.28 U
53.2		50.10 T				
		50.89 T				
45.2		50.86 T				
		51.99 T				
33.9		51.99 T				
		53.07 T				
22.6		53.06 T				
		54.11 T				
11.3		54.11 T				
		55.13 T				
base						~~~
reaction	143.46 AA	-55.13 T	0.43 R	8844.72 н	-52.90 R	-2.64 U

, ft			The same and the s		•		a e e dani d
194.00	0.00p	0.000	0.00D	0.00D	YES	11.92A	45.2
177.92	0.02AI	0.21L	0.02w	0.22L	YES	14.16A	45.2
	0.02AJ	0.21L	0.02D	0.22L	YES	14.16A	45.2
161.83	0.03A3	0.49L	0.03D	0.50L	YES	16.41A	45.2
	0.03AI	0.49L	0.03x	0.50L	YES	16.41A	45.2
145.75	0.03AI	0.78L	0.03x	0.80L	YES	18.65A	45.2
147.73	0.02AI	0.54D	0.02L	0.56D	YES	13.22A	45.2
	0.02AI	0.59L	0.02L	0.61L	YES	13.72A	45.2
140.75	0.02AI	0.62L	0.02T	0.63D	YES	13.47A	45.2
120 75	0.02AI	0.72K	0.02T	0.73K	YES	14.86A	45.2
126.75	0.02AA	0.72K	0.02T	0.73K	YES	14.86A	45.2
112 75	0.02AA	0.79L	0.02T	0.80L	YES	16.26A	45.2
112.75	0.02AA	0.79L	0.02T	0.80L	YES	16.26A	45.2
98.75	0.02AA	0.85н	0.02T	0.86н	YES	17.66A	45.2
30.73	0.02AA	0.85н	0.02T	0.86н	YES	17.66A	45.2
92.25	0.02AA	0.87н	0.02T	0.88н	YES	18.30A	45.2
32.23	0.02AA	0.90н	0.02T	0.91н	YES	17.95A	45.2
79.25	0.02AA	0.93н	0.02т	0.95н	YES	19.25A	45.2
, ,	0.02AA	0.93н	0.02T	0.95н	YES	19.25A	45.2
66.25	0.02AA	0.96н	0.02T	0.97н	YES	20.54A	45.2
00.23	0.02AA	0.96н	0.02T	0.97н	YES	20.54A	45.2
53.25	0.02AA	0.98н	0.02T	1.00н	YES	21.84A	45.2
33.23	0.02AA	0.83н	0.02T	0.84н	YES	19.06A	45.2
45.25	0.02AA	0.83н	0.02т	0.85н	YES	19.76A	45.2
43.23	0.02AA	0.86н	0.02T	0.87н	YES	19.45A	45.2
33.94	0.02AA	0.86н	0.02T	0.88н	YES	20.44A	45.2
33.34	0.02AA	0.86н	0.02⊤	0.88н	YES	20.44A	45.2
22,62			0.02T		YES		45.2
22.02	0.02AA	0.87н	0.02T	0.88н	YES	21.43A	45.2
11.31	0.02AA	0.87н	0.02T	0.89н		22.41A	45.2
71.21	0.02AA	0.87н	0.02T	0.89н	YES	22.41A	45.2
0.00	0.02AA	0.88н	0.02T	0.89н	YES	23.40A	45.2
MAXIMUM	LOADS ONTO F	OUNDATION(w.r.t. win	d directio	on)		
	z========						
DOW		r.t.WIND.D ACRO	OIR MOMEN OSS A	T.w.r.t.WI LONG		TORSION	

DOWN	SHEAR.w.r.t ALONG	ACROSS	MOMENT.w.r.t	ACROSS	TORSION
kip	kip	kip	ft-kip	ft-kip	ft-kip
143.46 AA	55.13 T	-0.43 R	-8844.72 H	52.90 R	2.64 U

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

Tel:(416)736-7453

Fax:(416)736-4372

Web:www.guymast.com

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Sabre Towers and Poles

on: 22 jan 2021 at: 14:08:26

LOADING CONDITION A __________________

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

LOADS ON POLE ==========

LOAD TYPE	ELEV ft	APPLYLC RADIUS ft	ADAT AZI	LOAD AZI	FORC HORIZ kip	DOWN kip	MOM VERTICAL ft-kip	ENTS TORSNAL ft-kip
000000000000000000000000000000000000000	192.500 192.000 185.000 180.000 180.000 168.000 168.000 156.000 156.000 155.000 145.000 125.000 125.000 125.000 125.000 125.000 125.000 125.000 125.000 125.000 125.000 125.000 125.000 125.000 125.000 125.000 125.000 125.000	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0			0.0045 0.0000 3.4086 0.0089 0.0000 2.5304 0.0088 0.0000 2.4942 0.0087 0.0000 2.4558 0.0085 0.0084 0.0083 0.0082 0.0080 0.0077 0.0075 0.0073 0.0071 0.0069 0.0069 0.0062 0.0058 0.0052	0.0070 3.5942 6.0000 0.0140 3.3696 4.0305 0.0140 3.1450 0.0140 0.0140 0.0140 0.0140 0.0140 0.0140 0.0140 0.0140 0.0140 0.0140 0.0140 0.0140 0.0140 0.0140 0.0140 0.0140 0.0140 0.0140 0.0140	0.0000 0.0000	0.0000 0.0000
000000000000000000000000000000000000000	194.000 177.917 177.917 161.833 161.833 145.750 145.750 140.750 126.750 112.750 98.750 98.750 92.250 92.250 79.250 66.250 66.250 53.250 45.250 45.250 45.250 41.312 11.312 0.000	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	180.0 180.0		0.0162 0.0162 0.0185 0.0185 0.0206 0.0206 0.0219 0.0226 0.0226 0.0241 0.0255 0.0255 0.0264 0.0264 0.0267 0.0267 0.0275 0.0282 0.0282 0.0282 0.0282 0.0282 0.0257 0.0257	0.0835 0.0835 0.0967 0.0967 0.1100 0.1100 0.2820 0.1743 0.1905 0.1905 0.2066 0.4334 0.4334 0.2262 0.2262 0.2412 0.2563 0.5707 0.5707 0.3600 0.3600	0.0000 0.0000	0.0000 0.0000

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

MAST ELEV ft	DEFLECT: HORIZONT/ ALONG	IONS (ft) AL ACROSS	DOWN	ROTATIO TILT . ALONG		TWIST
194.0	4.94K	0.01F	0.181	2.851	0.01F	0.00K
177.9	4.15K	0.01F	0.141	2.791	0.01F	0.00K

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

6	·	\$ Q3W	/ "			i
145.7	2.70K	0.01F	0.071	2.30K	0.01F	0.00K
140.7	2.50ĸ	0.01F	0.071	2.23K	0.01F	0.00K
126.7	1.99K	0.01F	0.051	1.98ĸ	0.00F	0.00K
112.7	1.54K	0.00F	0.031	1.72K	0.00F	0.00K
98.7	1.15K	0.00F	0.021	1.46K	0.00F	0.00K
92.2	0.99K	0.00F	0.021	1.35K	0.00F	0.00K
79.2	0.71ĸ	0.00F	0.011	1.11ĸ	0.00F	0.00k
66.2	0.48K		0.011	0.89к	0.00F	0.00κ
53.2	0.30K	0.00F	0.001	0.68K	0.00F	0.00k
45.2	0.22K	0.00F	0.00r	0.57K	0.00F	0.00κ
33.9	0.12K	0.00F	0.00I	0.42K	0.00F	0.00K
22.6	0.05K	0.00F		0.27K	0.00F	0.00κ
11.3	0.01K	0.00F	0.00r	0.13K	0.00F	0.00K
0.0	0.00A	0.00A		0.00A	0.00A	0.00A
MUMIXAN	POLE FORCES (r.t. to win		• • • • • • • • • • • • •	• • • • • • •
MAST	TOTAL	SHEAR.w.r.t			VIND.DTR	TORSION
ELEV ft	AXIAL kip	ALONG kip	ACROSS kip	ALONG	ACROSS ft-kip	
194.0		0.00 D	0.00 E	************		
	0.00 A				0.00 E	0.00 E
177.9		6.21 B			0.02 K	
	18.36 к 27.11 к				0.02 K	0.01 K
161.8	27.11 K	· · · · · · · · · · · · · · · · · · ·			0.08 K	
		9.03 I 11.82 I			0.07 K	0.03 K
145.7		11.87 1		-392.72 I -392.74 D	0.17 K	
	37.27 в	11.07 I 11.98 I		-392.74 D -459.42 I -		
140.7			. 	-459.42 1 - -459.30 I -		• • • • • • • •
				-459.30 1 - -648.03 L -		0.07 K
126.7	39.73 L 39.73 D	12.26 K		-648.03 L - -648.05 L -		
				-840.26 к <i>-</i>		
112.7		12.61 K		-840.24 K -		0.10 K
				-840.24 к - 1036.17 к -		
98.7				1036.20 K -		
				1030.20 к – 1128.40 к –		0.12 K
92.2				L128.51 K -		0.12 K 0.12 K
				1315.45 K -		
79.2				L315.47 K -		
				L505.31 K		
66.2				. 		0.14 K
				1698.01 к –		
53.2				L698.02 K -		0.15 K
				L818.09 к -		
45.2				818.09 K		0.15 K
				.989.91 K ~		
33.9				.989.91 K -		0.16 K
				163.69 к –		

2	39.38 u	15.11 I			,		
.6	73.45 D		0.06			**************************************	o to u
11.3	73.45 D	15.41 I 15.41 K				-7.30 F	0.16 K
				C -2339.		-7.30 F	0.16 K
base	77.32 D	15.70 K	0.07	C -2516.		-7.92 F	0.16 K
reaction	77.52 D	-15.70 к	-0.0	7 C 2516	.11 K	7.92 F	-0.16 K
COMPLEAN	ion orașii di O	20456					
COMPLIAN	ICE WITH 4.8.	. 2 & 4.3.4 =======					
ELEV	AXIAL			TOTAL S	SATISFIE	D D/t(w/t)	MAX
ft		T C	DRSIONAL				ALLOWED
194.00	0.00A	0.00H	0.000	0.00н	YES	11.92A	
	0.007	0.061				14.16A	45.2 45.2
177.92	0.01k			0.07F		14.16A	45.2
		0.141			YES		
161.83	0.01B	0.141			YES	16.41A	45.2
			0.011		YES	18.65A	
145.75	0.01B	0.16D	0.011		YES	13.22A	45.2
	0.01в	0.171					
140.75	0.016	0.181	0.01ĸ	0.191	YES	13.47A	45.2
	0.01L	0.21L			YES	14.86A	
126.75	0.01p	0.21L	0.01K		YES	14.86A	45.2
	0.01D	0.23K			YES	16.26A	
112.75	0.010	0.23к	0.01ĸ	0.24K	YES	16.26A	45.2
	0.01D	0.24K	0.01K	0.25K	YES	17.66A	45.2
98.75	0.01D	0.24K	0.01p	0.25K	YES	17.66A	45.2
	0.01D	0.25K	0.010	0.26K	YES	18.30A	45.2
92.25	0.010	0.26к	0.01i	0.27K	YES	17.95A	45.2
70.25	0.010	0.27K	0.011	0.28K	YES	19.25A	45.2
79.25	0.01b	0.27K	0.01ĸ	0.28K	YES	19.25A	45.2
66.25	0.01D	0.27K	0.01K	0.28K	YES	20.54A	45.2
00.23	0.01D	0.27K	0.01K	0.28K	YES	20.54A	45.2
53.25		0.28K		0.29K	YES	21.84A	45.2
33.23	0.01D	0.24K	0.00k	0.24K	YES	19.06A	45.2
45.25	0.01D	0.24K	0.00κ	0.25K	YES	19.76A	45.2
77.63	0.01p	0.24K	0.00K	0.25K	YES	19.45A	45.2
33.94	0.01D	0.25K	0.00к	0.26K	YES	20.44A	45.2
JJ.J7	0.01p	0.25K	0.00K	0.26K	YES	20.44A	45.2
22.62	0.01D	0.25K	0.00K		YES		45.2
	0.010	0.25K	0.00K	0.26K	YES	21.43A	45.2

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

0.25K

0.25K

0.01D

0.01D

DOWN	SHEAR, w.r.t.	WIND.DIR	MOMENT.w.r.t	.WIND.DIR	TORSION
kip	ALONG kip	ACROSS kip	ALONG ft-kip	ACROSS ft-kip	ft-kip
77.52	15.70	0.07	-2516.11	-7.92	0.16

0.00K

0.00k

0.00ĸ

0.26K

0.26K

0.00

0.26K

YES

YES

YES

22.41A

22.41A

23.40A

45.2

45.2

45.2



SO#: 475093

Site Name: Headley Hollow, KY

Date: 2021.01.22

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

Pole Data

Diameter:

68.600 in (flat to flat)

Thickness:

0.5

in

Yield (Fy):

65

of Sides:

18

"0" IF Round

ksi

ksi

Strength (Fu):

80

Reactions

Anchor Rod Results

(per 4.9.9)

Moment, Mu:

8844.72

ft-kips

kips

92.89 kips

Maximum Put:

229.85 Kips

Axial, Pu: Shear, Vu:

Anchor Rod Data

Quantity:

54.9

Φt*Rnt:

243.75 Kips

2.29 Kips

Vu: Φv*Rnv:

149.10 Kips

Tension Interaction Ratio:

0.89

Maximum Puc:

236.63 Kips

24 Diameter: 2.25 in

268.39 Kips

Rod Material:

A615

Фс*Rnc: Vu:

2.29 Kips

Strength (Fu):

100

Φc*Rnvc:

120.77 Kips

Yield (Fy):

75

ksi ksi

Compression Interaction Ratio:

0.88

BC Diam. (in):

76

BC Override:

Maximum Interaction Ratio:

88.9% Pass

Plate Data

Base Plate Results

Base Plate Interaction Ratio:

Diameter (in):

81.75

Dia. Override: in

ksi

Base Plate (Mu/Z):

38.7 ksi

Thickness: Yield (Fy): 2.5 50

45.0 ksi (per AISC)

Eff Width/Rod:

Allowable Φ*Fy:

85.9% Pass

Drain Hole:

9.07

in in. diameter

Drain Location:

2.625 32.25

in. center of pole to center of drain hole

Center Hole:

56.5

in. diameter

MAT FOUNDATION DESIGN BY SABRE INDUSTRIES

195' Monopole AT&T Headley Hollow, KY (475093) 01/22/21 DJH

Overall Loads:			
Factored Moment (ft-kips)	8844.72		
Factored Axial (kips)	92.89		
Factored Shear (kips)	54.9		
Bearing Design Strength (ksf)	22.5	Max. Net Bearing Press. (ksf)	8.07
Water Table Below Grade (ft)	999	_ , ,	
Width of Mat (ft)	30	Allowable Bearing Pressure (ksf)	15.00
Thickness of Mat (ft)	2	Safety Factor	2.00
Depth to Bottom of Slab (ft)	6	Ultimate Bearing Pressure (ksf)	30.00
Quantity of Bolts in Bolt Circle	24	Bearing Фs	0.75
Bolt Circle Diameter (in)	76		
Effective Anchor	20 E		
Bolt Embedment (in)	66.5	Materian Company (Company)	
Diameter of Pier (ft) Ht. of Pier Above Ground (ft)	9	Minimum Pier Diameter (ft)	9.00
Ht. of Pier Below Ground (ft)	0.5	Equivalent Square b (ft)	7.98
Quantity of Bars in Mat	53	Square Pier? (Y/N)	N
Bar Diameter in Mat (in)	1.27		
Area of Bars in Mat (in ²)	67.14		
Spacing of Bars in Mat (in)	6.78	Recommended Spacing (in)	E+0.40
Quantity of Bars Pier	62	riccommended opacing (iii)	5 to 12
Bar Diameter in Pier (in)	1.27		
Tie Bar Diameter in Pier (in)	0.625		
Spacing of Ties (in)	4		
· · · · · · · · · · · · · · · · · · ·		20.	10.00 to 10
Area of Bars in Pier (in²)	78.54	Minimum Pier A _s (in ²)	45.80
Spacing of Bars in Pier (in)	5.04	Recommended Spacing (in)	5 to 12
f'c (ksi)	4.5		
fy (ksi)	60		
Unit Wt. of Soil (kcf)	0.11		
Unit Wt. of Concrete (kcf)	0.15		
Volume of Concrete (yd3)	77.27		
Two-Way Shear Action:			
Average d (in)	19.73		
φν _c (ksi)	0.187	v _u (ksi)	0.134
$\phi V_c = \phi (2 + 4/\beta_c) f_c^{1/2}$	0.302		4
$\phi v_c = \phi(\alpha_s d/b_o + 2) f'_c^{1/2}$	0.187	J (in³)	2.038E+07
$\phi v_c = \phi 4 f'_c^{1/2}$	0.201	c + d (in)	115.44
Shear perimeter, b _o (in)	461.77	0.40M _{sc} (ft-kips)	3636.7
$oldsymbol{eta_c}$	1		3333.7
One-Way Shear:			
ϕV_c (kips)	714.7	V_u (kips)	526.0
Stability: Overturning Design Strength (ft-k)	10227.0	Total Applied M (A L)	<u> </u>
Over turning besign strength (It-K)	10237.8	Total Applied M (ft-k)	9201.6

Pier-Slab	Transfer	by	Flexure:
-----------	----------	----	----------

b _{siab} (ft) ØM _n (ft-kips)	15.00 5519.0	0.60M _{sc} (ft-kips)	5455.1
Pier Design: φV _n (kips)	1540.1	V _ν (kips)	54.9
$\phi V_c = \phi 2(1 + N_v/(2000A_g))f_c^{1/2}b_w d$	943.7	21.1.1	
V _s (kips) Maximum Spacing (in)	795.2 6.78	*** V_s max = 4 $f_c^{1/2}b_wd$ (kips) (Only if Shear Ties are Required)	2503.8
Actual Hook Development (in)	18.46	Req'd Hook Development I _{dh} (in) - Tension	15.90
Plantage		Req'd Hook Development I_{dc} (in) - Compression	17.15
Flexure in Slab: $\phi M_n \text{ (ft-kips)}$ a (in) Steel Ratio β_1 Maximum Steel Ratio (ρ_t) $\text{Minimum Steel Ratio}$	5519.0 2.93 0.00945 0.825 0.0197 0.0018	M _u (ft-kips)	4846.8
Rebar Development in Pad (in)	123.00	Required Development in Pad (in)	34.08

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

EXHIBIT D GEOTECHNICAL REPORT





GEOTECHNICAL INVESTIGATION REPORT

January 14, 2021

Prepared For:

MasTec Network Solutions

∴MasTec

Headley Hollow MRTNK07575 Proposed 195-Foot Monopole Tower

4513 Blevins Gap Road, Louisville (Jefferson County), Kentucky 40272 Latitude N 38° 04' 28.0" Longitude W 85° 50' 35.5"

> Delta Oaks Group Project GEO20-07711-08 Revision 0

> > geotech@deltaoaksgroup.com

Performed By:

Justin Brosseau, E.I.

Reviewed By:

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

RECEIVED

FEB 1 0 2021

PLANNING & DESIGN



INTRODUCTION

This geotechnical investigation report has been completed for the proposed 195-foot monopole tower located at 4513 Blevins Gap Road in Louisville (Jefferson County), Kentucky. The purpose of this investigation was to provide engineering recommendations and subsurface condition data at the proposed tower location. A geotechnical engineering interpretation of the collected information was completed and utilized to suggest design parameters regarding the adequacy of the structure's proposed foundation capacity under various loading conditions. This report provides the scope of the geotechnical investigation; geologic material identification; results of the geotechnical laboratory testing; and design parameter recommendations for use in the design of the telecommunication facility's foundation and site development.

SITE CONDITION SUMMARY

The proposed tower and compound are located on a grassy hill exhibiting a gradually sloping topography from the north to south across the tower compound and subject property.

REFERENCES

- Zoning Drawings, prepared by MasTec Network Solutions, dated December 7, 2020
- TIA Standard (TIA-222-G), dated August 2005

SUBSURFACE FIELD INVESTIGATION SUMMARY

The subsurface field investigation was conducted through the advancement of three mechanical soil test borings to the auger refusal depths of 2.5, 1.7, and 3.7 feet bgs in borings B-1 through B-3, respectively. Samples were obtained at selected intervals in accordance with ASTM D 1586. The sampling was conducted at the staked centerline of the proposed tower. Upon encountering auger refusal 5.0 feet of rock coring was conducted in accordance with ASTM D 2113. Soil and rock samples were transported to our laboratory and classified by a geotechnical engineer in accordance with ASTM D 2487. A detailed breakdown of the material encountered in our subsurface field investigation can be found in the boring logs presented in the Appendix of this report.

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

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



SUBSURFACE CONDITION SUMMARY

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

FILL

Topsoil was encountered during the subsurface field investigation from the existing ground surface to a depth of 0.5 feet bgs.

SOIL

The residual soil encountered in the subsurface field investigation began at a depth of 0.5 feet bgs in the boring and consisted of sandy silt and clayey silt. The materials ranged from a very dense relative density and a stiff to very hard cohesion.

Auger advancement refusal was encountered during the subsurface field investigation at depths of 2.5, 1.7, and 3.7 feet bgs in borings B-1 through B-3, respectively.

ROCK

Rock was encountered during the subsurface investigation at a depth of 2.5 feet bgs in boring B-1. The rock can be described as intensely fractured, highly to moderately weathered, moderately soft siltstone.

SUBSURFACE WATER

At the time of drilling, subsurface water was not encountered during the subsurface investigation. However, subsurface water elevations can fluctuate throughout the year due to variations in climate, hydraulic parameters, nearby construction activity and other factors.

FROST PENETRATION

The frost penetration depth for Jefferson County, Kentucky is 20 inches (1.7 feet).

CORROSIVITY

Soil resistivity was performed in accordance with ASTM G187 with a test result of 1,540 ohms-cm.



FOUNDATION DESIGN SUMMARY

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

GENERAL SUBSURFACE STRENGTH PARAMETERS

floring	Depfit (bgs)		Moist/Bucyani Unit Weight (pct)	Pri Angle (degrees)	Cohesion (ps)
	0.0 – 0.5	TOPSOIL	105	0	0
B-1	0.5 – 2.5	ML	130	40	0
	2.5 – 7.5	SILTSTONE	140	12,000	0

	Depth (Gas)		Moist/Buoyant Unit Weight (pcf)		Cohesion (nsi)
B-2	0.0 – 0.5	TOPSOIL	105	0	0
D-Z	0.5 – 1.7	ML	130	40	0

\$oʻing			Maist/Sucyant Unit Weight (pcf)	Fiti Angle (degrees)	Conesion (psi)
	0.0 – 0.5	TOPSOIL	105	0	0
B-3	0.5 – 2.5	CL-ML	110	0	1,250
	2.5 – 3.7	CL-ML	130	0	6,000

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





SUBSURFACE STRENGTH PARAMETERS - SHALLOW FOUNDATION

B-1	Greater than 5.0 x 5.0	Greater than 3.0	30,000
Borng September 18 September 19	Dimensions (feet)	Depth (feet bgs)	Net Ultimate Searing Capacity (pst)

- Delta Oaks Group recommends the foundation bear a minimum of 3.0 feet bgs or directly on bedrock.
- A sliding friction factor of 0.35 can be utilized along the base of the proposed foundation.
- The bearing capacity can be increased by 1/3 for transient loading.
- An Ultimate Passive Pressure Table with a reduction due to frost penetration to a depth of 1.7 feet bgs is presented on the following page.
- Delta Oaks Group recommends an appropriate factor of safety be utilized for the design of the foundation.



ULTIMATE PASSIVE PRESSURE VS. DEPTH - TOWER FOUNDATION

	rers (feet)	Moist Unit Weight	Phlargie	Cubes or			
Тор	0.0	105	0	0	0.00	1.00	0.00
Bottom	0.5	105	0	0	52.50	1.00	26.25
Тор	0.5	130	40	0	52.50	4.60	120.72
Bottom	1.7	130	40	0	208.50	4.60	479.44
Тор	1.7	130	40	0	208.50	4.60	958.87
Bottom	2.5	130	40	0	312.50	4.60	1437.16
Тор	2.5*	140	0	12000	312,50	1.00	24312.50
Bottom	10.0*	140	0	12000	1362.50	1.00	25362.50

^{*} Soil properties assumed similar below auger refusal depth for design purposes.





SUBSURFACE STRENGTH PARAMETERS - DRILLED SHAFT FOUNDATION

	Deph (ags)	Net Ultimate Bearing Capacity (pst)	Ultimate Skin Friction - Compression (psl)	Ultimate Skin Friction - Uplift (psf)
	0.0 – 3.0			-
	3.0 - 4.0	79,970	4,800	4,800
B-1	4.0 – 5.0	79,950	4,800	4,800
	5.0 – 7.5	79,930	4,800	4,800

- The top 3.0 feet of soil should be ignored due to the potential soil disturbance during construction.
- The bearing capacity can be increased by 1/3 for transient loading.
- The values presented assume the concrete is cast-in-place against earth walls and any casing utilized during construction of the foundation was removed.
- Delta Oaks Group recommends an appropriate factor of safety be utilized for the design of the foundation.





SUBSURFACE STRENGTH PARAMETERS – SUPPORT STRUCTURE FOUNDATION

	Depth (bgs)	Nel Ultimate Bearing Capacity (ps)	Minimum Design footing Width (ff)	Modulus of Subgrade Reaction (pct)
B-3	2.0	7,780	2.0	250
۵-۵	3.0	15,000	2,0	1,200

- Delta Oaks Group recommends utilizing a slab on grade in conjunction with continuous perimeter footings that bear on residual soil or properly compacted structural fill placed in accordance with the recommendations provided in the CONSTRUCTION section of this report.
- The slab on grade should be properly reinforced to prevent concrete cracking and shrinkage.
- The foundation should bear a minimum of 2.0 feet bgs or directly on bedrock.
- A sliding friction factor of 0.30 can be utilized along the base of the proposed foundation.
- An Ultimate Passive Pressure Table is presented on the following page. An appropriate reduction should be considered in accordance with local building code frost penetration depth.
- Delta Oaks Group recommends an appropriate factor of safety be utilized for the design of the foundation.



<u>ULTIMATE PASSIVE PRESSURE VS. DEPTH – SUPPORT STRUCTURE FOUNDATION</u>

	vers (Iso)	Moni Val Weight	Phi Angle	Cohesion			21
Тор	0.0	105	0	0	0.00	1.00	0.00
Bottom	0.5	105	0	0	52.50	1.00	26.25
Тор	0.5	110	0	1250	52.50	1.00	1276.25
Bottom	1.7	110	0	1250	184.50	1.00	1342.25
Тор	1.7	110	0	1250	184.50	1.00	2684.50
Bottom	2.5	110	0	1250	272.50	1.00	2772.50
Тор	2.5*	130	0	6000	272.50	1,00	12272.50
Bottom	10.0*	130	0	6000	1247.50	1.00	13247.50

^{*} Soil properties assumed similar below auger refusal depth for design purposes.



CONSTRUCTION

SITE DEVELOPMENT

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

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

STRUCTURAL FILL PLACEMENT

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

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

SHALLOW FOUNDATIONS

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



DRILLED SHAFT FOUNDATIONS

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

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

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

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



QUALIFICATIONS

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

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

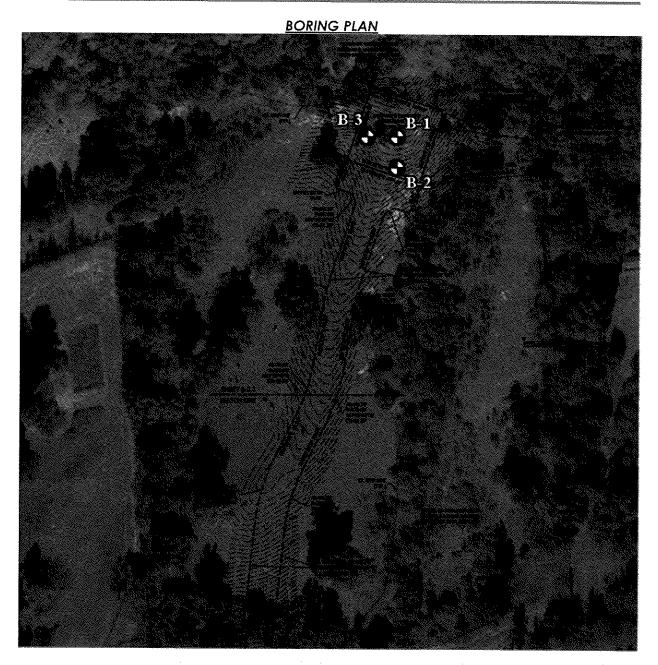
Samples obtained during our subsurface field investigation will be retained by Delta Oaks Group for a period of 30 days unless otherwise instructed by Mastec Network Solutions. No warranty, expressed or implied, is presented.

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



APPENDIX







PROJECT NAME Headley Hollow (MRTNK007575)

PROJECT NUMBER GEO20-07711-08

PROJECT LOCATION 4513 Blevins Gap Road, Louisville, KY 40272

CLIENT Mastec Network Solutions

Boring No.: B-1

PAGE 1 OF 1

DATE DRILLED: 1/7/2021		GROUND WATER LEVELS:													***************************************		
DRII	DRILLING METHOD: Hollow Stem Auger & Rock Coring		☑ AT TIME OF DRILLING: Not Encountered														
GRO	GROUND ELEVATION: 591			AT END OF DRILLING: Not Encountered													
BOF	RING DEPTH (ft): 7.5		Ā	AFTE	R DRII	LLIN	G: -	No	t Enc	ounter	ed						
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	TOPSOIL.	***************************************	3.7							<u> </u>		Ī		Ť		_	
	SANDY SILT (ML), very dense, tan, trace clay and gravel, moist			ML		13	50/5"		100								
2.5			×														
5.0	SILTSTONE, tan, intensely fractured, highly to moderately weathered, moderately soft		****			REC 88%	RQD 10%										
7.5	COMPRESSIVE STRENGTH: 2,710 psi @ 6.0'		× × × × × × × × × × × × × × × × × × ×														
	Refusal at 2.5 feet. Bottom of borehole at 7.5 feet.																
10.0			-										-				



PROJECT NAME Headley Hollow (MRTNK007575)

PROJECT NUMBER GEO20-07711-08

PROJECT LOCATION 4513 Blevins Gap Road, Louisville, KY 40272

CLIENT Mastec Network Solutions

Boring No.: B-2

PAGE 1 OF 1

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	OUND ELEVATION: 591		Ţ		ND OF												
	RING DEPTH (ft): 1.7	1	Ţ		R DRI								•				
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	TOPSOIL		2.5									Ĭ		Ī			Ť
	SANDY SILT (ML), very dense, tan, trace clay and gravel, moist			ML.		22	50/2"		100							***************************************	
	Refusal at 1.7 feet. Bottom of borehole at 1.7 feet.																
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PROJECT NAME Headley Hollow (MRTNK007575)

PROJECT NUMBER GEO20-07711-08

PROJECT LOCATION 4513 Blevins Gap Road, Louisville, KY 40272

CLIENT Mastec Network Solutions

Boring No.: B-3

PAGE 1 OF 1

DATE DRILLED: 1/7/2021 **GROUND WATER LEVELS:** DRILLING METHOD: Hollow Stem Auger AT TIME OF DRILLING: -- Not Encountered Ţ **GROUND ELEVATION: 591** AT END OF DRILLING: --- Not Encountered $\overline{\mathbf{A}}$ BORING DEPTH (ft): 3.7 AFTER DRILLING: -- Not Encountered Pocket Penetrometer (tsf) MATERIAL CLASSIFICATION SAMPLE TYPE BLOWS 2nd BLOWS 3rd BLOWS 1st DEPTH (ft) ▲ SPT N VALUE ▲ MATERIAL DESCRIPTION 0.0 10 20 30 40 50 60 70 80 90 TOPSOIL CLAYEY SILT (CL - ML), stiff, tan, with sand, trace gravel, ML moist 10 2.5 - Very hard 18 50/5" 100 Refusal at 3.7 feet. Bottom of borehole at 3.7 feet. 5.0 7.5

EXHIBIT E DIRECTIONS TO SITE



21-CELL-OCOI

Driving Directions to Proposed Tower Site:

- 1. Beginning at 527 W. Jefferson Street, Louisville, KY 40202, head west on West Jefferson Street toward South 6th Street and travel approximately 233 feet.
- 2. Turn left onto S. 6th Street and travel approximately 0.3 miles.
- 3. Turn left onto W. Chestnut Street and travel approximately 0.5 miles.
- 4. Turn right onto S. 1st Street and travel approximately 52 feet.
- 5. Turn left to merge onto I-65 S and travel approximately 9.7 miles on I-65 S.
- 6. Take exit 125 to merge onto KY-841 W / Gene Snyder Freeway. Travel approximately 7.0 miles on KY-841 W / Gene Snyder Freeway.
- 7. Take exit 3 for Stonestreet Road and travel approximately 0.4 miles.
- 8. Turn left onto Stonestreet Road and travel approximately 0.6 miles.
- 9. Continue onto Blevins Gap Road and travel approximately 2.0 miles.
- 10. Site is on the right at 4513 Blevins Gap Road.
- 11. The site coordinates are:
 - a. 38 deg 04 min 28.0043 sec N
 - b. 85 deg 50 min 35.5304 sec W



Prepared by:
Aaron L. Roof
Pike Legal Group PLLC
1578 Highway 44 East, Suite 6
PO Box 369
Shepherdsville, KY 40165-0369
Telephone: 502-955-4400 or 800-516-4293

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PLANNING & DECIGN
SERVICES

EXHIBIT F COPY OF REAL ESTATE AGREEMENT



21-(ELL-0001

Market: Louisville Cell Site Number: KYL01564 Cell Site Name: Headley Hollow Fixed Asset Number: 11563658

OPTION AND EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by Marvin Wathen and Laurel Wathen, husband and wife, having a mailing address of 4513 Blevins Gap Road, Louisville, KY 40272 ("Grantor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("Grantee").

BACKGROUND

Grantor 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 near 4513 Blevins Gap Road, Louisville, KY 40272, in the County of Jefferson, Commonwealth of Kentucky, being identified as tax parcels 24105400130000 and 24105402210000 (collectively, the ("Property"). Grantee desires to use a portion of the Property in connection with its federally licensed communications business. Grantor desires to grant to Grantee the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **OPTION OF EASEMENT.**

- Grantor grants to Grantee an option (the "Option") for an easement on a certain portion of the Property containing (i) approximately 10,000 square feet including the air space above such ground space, as described in Section 2 hereinbelow as the "Tower Easement Area," and (ii) approximately 78,787 square feet, as described in Section 2 hereinbelow as the "Utility and Access Easement Area", and shown on the attached Exhibit 1 (the "Easement Area"), for the Permitted Use, as defined below.
- During the Option Term, and during the term of this Agreement, Grantee 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 Grantee's sole discretion for its use of the Easement Area 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 Grantee, are necessary in Grantee's sole, but commercially reasonable discretion to determine the physical condition of the Property, the environmental history of the Property, Grantor's title to the Property and the feasibility or suitability of the Property for Grantee's Permitted Use, all at Grantee's expense. Grantee will not be liable to Grantor 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 Grantee's inspection. Grantee 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 Grantee's control excepted.
- (c) In consideration of Grantor granting Grantee the Option, Grantee agrees to pay Grantor the sum of within forty-five (45) days of the Effective Date. The Option will be for a term of one (1) year commencing on the Effective Date (the "Initial Option Term") and may be renewed by Grantee for an additional one (1) year (the "Renewal Option Term") upon written notification to Grantor and the payment of an additional no later than five (5) days prior to the

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PLANNING & DESIGN SERVICES

Version 7.12.2013 21-CELC-0001 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 Grantee to an Affiliate (as that term is hereinafter defined) of Grantee or to any third party agreeing to assume and be subject to all of the terms and obligations hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Grantor, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Grantee to an Affiliate or a third party agreeing to assume and be subject to all of the terms and obligations hereof, Grantee 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. Grantor may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property. Grantor may subdivide the Property provided the Property is subject to the Grantee's rights.
- (e) During the Option Term, Grantee may exercise the Option by notifying Grantor in writing. If Grantee exercises the Option then Grantor grants an easement described in Section 2 on the Easement Area to Grantee for the Permitted Use, subject to the terms and conditions of this Agreement. If Grantee does not exercise the Option during the Initial Option Term or any extension thereof, 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 of this Agreement if the Option is exercised, Grantor decides to subdivide, sell, or change the status of the zoning of the Easement Area, Property, or in the event of foreclosure, Grantor shall immediately notify Grantee in writing. Grantor agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Grantor shall not initiate or consent to any change in the zoning of the Easement Area or Property or impose or consent to any other use or restriction that would prevent or limit Grantee from using the Easement Area 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. GRANT OF THE EASEMENTS. In the event Grantee exercises its right to acquire the easements prior to the expiration of the Option Period, Grantor, for itself, their heirs, personal representatives, successors and assigns, hereby grants to Grantee, its heirs, personal representatives, successors, assigns, lessees, sublessees, licensees, customers, agents, and any other party claiming by or through Grantee as provided herein, the following easements as set forth and described below:
- (a) an exclusive easement for the purposes of developing, constructing, accessing, operating, and using the Communication Facility, as defined hereinbelow, and conducting business activities related to the Communication Facility, including but not limited to, construction, installation, improvement, reconstruction, modification, supplementation, maintenance, operation and/or removal of the Communication Facility on, across and under that portion of the Property identified as the "Tower Easement Area", shown on Exhibit 1 attached hereto and incorporated herein, and freely leasing, subleasing, or licensing ground space within the Tower Easement Area and space on the Communication Facility to licensees from time to time. Grantee shall have full authority to prohibit entry to any party upon the Tower Easement Area. In connection with the exclusive nature of the Tower Easement Area, Grantee shall provide security fencing or other security features to control the exclusivity of the Tower Easement Area to the Grantee on the Tower Easement Area; provided, the cost of any such security measures shall be at Grantee's sole cost and expense.
- (b) a non-exclusive easement and additional easements as needed for ingress, egress and public utilities, including but not limited to installing, operating, maintaining, repairing, replacing, accessing and supplying utility services to the Communication Facility and locating, relocating, erecting, constructing, reconstructing, installing, operating, maintaining, patrolling, inspecting, repairing, replacing, altering, extending, and/or removing one or more overhead and/or underground telecommunication cables and lines for communication, microwave, fiber, backhaul, and/or electricity and any necessary manholes, handholes, equipment, poles, appurtenances and attachments incidental thereto for all the above purposes, within, along, under, across and through that portion of the Property identified as the "Utility and Access Easement Area" described on Exhibit 1 attached hereto and incorporated herein. Notwithstanding the foregoing, Grantee shall provide Grantor reasonable notice for all such access, unless

reasonably necessary in the event of an emergency, and will take reasonable efforts to not impede or obstruct Grantor's use and enjoyment of the Property excepting therefrom the Tower Easement Area.

The Tower Easement Area, and the Utility and Access Easement Area are sometimes referred to herein individually and collectively as the "Easement Area."

PERMITTED USE. Grantee may use the Tower Easement Area as described and limited in Section 2 for 3. the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Tower Easement Area (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property; Grantee 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 Grantee or Grantor (collectively, the "Permitted Use"). Grantor and Grantee agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Grantee's Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Grantor's execution of this Agreement will signify Grantor's approval of Exhibit 1. For a period of ninety (90) days following the start of construction, Grantor grants Grantee, its contractors and licensees the right to use such portions of Grantor's Property which are contiguous, adjoining or surrounding the Easement Area as may reasonably be required during construction and installation of the Communications Facility and also as described on Exhibit 1. The easement rights granted herein to the Tower Easement Area are exclusive to Grantee. Grantor shall not erect, install or construct, or permit any third party to erect, install or construct any improvements upon over or under the Tower Easement Area or to otherwise unreasonably impede the rights granted though the Utility and Access Easement Area, nor shall Grantor use or permit the Easement Area to be used in any other manner that would unreasonably interfere with Grantee's use of the Easement Area. Except with Grantee's prior written approval, Grantor shall not lease all or any part of the Tower Easement Area, or grant any other interest therein, to any third party. The Grantee understands and agrees that the Grantor may subdivide the Property for future residential use, provided same does not unreasonably interfere with Grantee's rights to the Easement Area.

4. TERM.

- (a) The easement term will be forty-five (45) years ("Term"), commencing on the effective date of written notification by Grantee to Grantor of Grantee's exercise of the Option (the "Term Commencement Date").
- (b) Grantee shall have the right to terminate this Agreement effective on any five (5) year anniversary of the Term Commencement Date by sending a written notice of termination to Grantor at least one-hundred-eighty (180) days prior to the termination date.
- (c) Unless (i) Grantor or Grantee notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the Term, or (ii) the Agreement is terminated prior to the end of the Term, then upon the expiration of the Term, Grantor hereby grants to Grantee an easement to 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 by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly fees during such Annual Terms shall be

of the Term. If Grantee remains in possession of the Easement Area after the termination of this Agreement then Grantee will be deemed to be occupying the Easement Area on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

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

5. <u>FEES</u>.

- (a) Commencing on the first day of the month following the Term Commencement Date, (the "Fee Commencement Date") Grantee will pay Grantor on or before the fifth (5th) day of each calendar month in advance, (the "Fee"), at the address set forth above. In any partial month occurring after the Fee Commencement Date, Fees will be prorated. The initial Fee payment will be forwarded by Grantee to Grantor within forty-five (45) days after the Fee Commencement Date.
 - (b) Effective on the Fee Commencement Date in five (5) year increments, the monthly Fee
- (c) All charges payable under this Agreement such as utilities and taxes shall be billed by Grantor 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 Grantor, and shall not be payable by Grantee. The foregoing shall not apply to monthly Fees which are due and payable without a requirement that it be billed by Grantor. The provisions of this subsection shall survive the termination or expiration of this Agreement.

6. APPROVALS.

- (a) Grantor agrees that Grantee's ability to use the Easement Area is contingent upon the suitability of the Easement Area and Property for Grantee's Permitted Use and Grantee's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Grantee for its use of the Easement Area, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"). Grantor authorizes Grantee to prepare, execute and file all required applications to obtain Government Approvals for Grantee's Permitted Use under this Agreement and agrees to reasonably assist Grantee with such applications and with obtaining and maintaining the Government Approvals. In addition, Grantee shall have the right to initiate the ordering and/or scheduling of necessary utilities.
- (b) Grantee has the right to obtain a title report or commitment for an easement estate policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.
- (c) Grantee may also perform and obtain, at Grantee'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 Grantee's use of the Easement Area will be compatible with Grantee's engineering specifications, system, design, operations or Government Approvals.
- 7. **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 16 of this Agreement after the applicable cure periods;
- (b) by Grantee upon six (6) months written notice to Grantor, if Grantee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Grantee, provided Grantee uses commercially reasonable efforts to obtain and/or maintain same; or if Grantee determines, in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;
- (c) by Grantee, upon written notice to Grantor, if Grantee reasonably determines prior to construction, due to the title report results or survey results that the condition of the Easement Area is unsatisfactory for its intended uses;
- (d) by Grantee upon written notice to Grantor for any reason or no reason, at any time prior to commencement of construction by Grantee; or
- (e) by Grantee upon sixty (60) days' prior written notice to Grantor for any reason or no reason, so long as Grantee pays Grantor provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Grantee under any termination provision contained in any other Section of this Agreement, including the following: 6 Approvals, 7(a) Termination, 7(b) Termination, 7(c) Termination, 7(d) Termination, 12(d) Environmental, 19 Condemnation or 20 Casualty.

(f) Within ninety (90) days after the expiration or early termination of this Agreement, Grantee will remove all of Grantee's above-ground improvements and restore the Easement Area in accordance with Section 14 below.

8. INSURANCE.

(a) During the Term, Grantee will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to

general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Grantee's CGL insurance shall contain a provision including Grantor as an additional insured. Such additional insured coverage:

- (i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Grantee, its employees, agents or independent contractors;
- (ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Grantor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Grantor, its employees, agents or independent contractors; and
 - (iii) shall not exceed Grantee's indemnification obligation under this Agreement, if any.
- (b) Notwithstanding the foregoing, Grantee shall have the right to self-insure the coverages required in subsection (a), provided same is permissible under state and federal law. In the event Grantee elects to self-insure its obligation to include Grantor as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):
 - (i) Grantor shall promptly and no later than thirty (30) days after notice thereof provide Grantee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Grantee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;
 - (ii) Grantor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Grantee; and
 - (iii) Grantor shall fully cooperate with Grantee in the defense of the claim, demand, lawsuit, or the like.

9. **INTERFERENCE**.

- (a) Prior to or concurrent with the execution of this Agreement, Grantor has provided or will provide Grantee with a list of radio frequency user(s) and frequencies use on the Property as of the Effective Date. Grantee warrants that its use of the Easement Area 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) Grantor will not grant, after the date of this Agreement, a lease, easement, license or any other right to any third party to install and operate communications equipment on the Property, if exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Grantee or the rights of Grantee under this Agreement. Grantor will notify Grantee in writing prior to granting any third party the right to install and operate communications equipment on the Property.
- (c) Grantor will not, nor will Grantor permit its employees, tenants, licensees, invitees, agents or independent contractors to, in interfere in any material way inconsistent with the easement rights set forth in the Easement Area with the Communication Facility, the operations of Grantee or the rights of Grantee under this Agreement. Grantor will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Grantee. In the event any such interference does not cease within the aforementioned cure period, Grantor 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 subdivision of the Property

for residential uses shall not be prohibited provided such does not cause any material interference with the Communications Facility.

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

10. INDEMNIFICATION.

- (a) Grantee agrees to indemnify, defend and hold Grantor harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Grantee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Grantor, its employees, agents or independent contractors.
- (b) Grantor agrees to indemnify, defend and hold Grantee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Grantor, its employees or agents, or Grantor's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Grantee, 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 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.

11. WARRANTIES.

- (a) Grantee and Grantor each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.
- (b) Grantor represents, warrants and agrees that: (i) Grantor solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Easement Area 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 Grantee's Permitted Use and enjoyment of the Easement Area under this Agreement; (iii) as long as Grantee is not in default then Grantor grants to Grantee actual, quiet and peaceful use, enjoyment and possession of the Easement Area without hindrance or ejection by any persons lawfully claiming under Grantor; (iv) Grantor'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 Grantor; and (v) if the Easement Area is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Grantor will provide promptly to Grantee a mutually agreed subordination, non-disturbance and attornment agreement using commercially reasonable terms executed by Grantor and the holder of such security interest.
- (c) Grantee represents, warrants and agrees not to allow any liens or encumbrances to be placed on the Property as a result of its easement rights herein. If any mechanic's lien or other lien, charge or order for payment of money is filed as a result of the act or omission of Grantee in connection with this Agreement, Grantee will cause such lien, charge or order to be discharged or appropriately bonded or otherwise reasonably secured ("Secured") within sixty (60) days after notice from Grantor thereof. If Grantee fails to cause the lien or encumbrance to be Secured within the sixty (60) day period, then Grantor will be entitled to do so at Grantee's expense.

12. ENVIRONMENTAL.

- (a) Grantor represents and warrants to the best of its knowledge, except as may be identified in **Exhibit** 11 attached to this Agreement, (i) the Property, as of the date of this Agreement, 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. Grantor and Grantee 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) Grantor and Grantee 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 12(a). Grantor agrees to hold harmless and indemnify Grantee from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Grantor 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 it knows or reasonable should know of with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of Grantor during the Term. Grantee agrees to hold harmless and indemnify Grantor from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Grantee for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Grantee.
- (c) The indemnifications of this Section 12 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 12 will survive the expiration or termination of this Agreement.
- (d) In the event Grantee becomes aware of any hazardous materials not caused by Grantee on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Grantee's sole but commercially reasonable determination, renders the condition of the Easement Area or Property unsuitable for Grantee's use, or if Grantee believes that the leasing or continued leasing of the Easement Area would expose Grantee to undue risks of liability to a government agency or third party for matters not directly caused by Grantee, Grantee 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 Grantor.
- 13. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Grantee, Grantee 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 Utility and Access Easement Area for the installation of the Communication Facility and any utilities serving the Easement Area and for emergency maintenance and emergency operation of the Communication Facilities. All other Access shall be during reasonable business hours with reasonable notice provided to Grantor. As may be described more fully in Exhibit 1, Grantor grants to Grantee an access easement for such Access and Grantor agrees to provide to Grantee such codes, keys and other instruments necessary for such Access at no additional cost to Grantee. Upon Grantee's request, Grantor will execute a separate recordable access easement evidencing this right. Grantor shall execute a letter granting Grantee Access to the Property substantially in the form attached as Exhibit 12; upon Grantee's request, Grantor shall execute additional letters during the Term. Grantor acknowledges that in the event Grantee cannot obtain Access to the Easement Area, Grantee shall incur significant damage. If Grantor fails to provide the Access granted by this Section 13, such failure shall be a default under this Agreement. Grantee acknowledges that all road access in the Utility and Access Easement Area is the sole responsibility of Grantee to upkeep and maintain. In connection with such default, in addition to any other rights or remedies available to Grantee under this Agreement or at law or equity, Grantor shall pay Grantee, as liquidated damages and not as a penalty, per day in consideration of Grantee's damages until Grantor cures

such default. Grantor and Grantee agree that Grantee's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

14. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Grantee will be and remain Grantee's personal property and, at Grantee's option, may be removed by Grantee at any time during or after the Term. Grantor covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Easement Area by Grantee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Grantor that all improvements of every kind and nature constructed, erected or placed by Grantee on the Easement Area will be and remain the property of Grantee and may be removed by Grantee at any time during or after the Term. Within ninety (90) days after the termination of this Agreement, Grantee will remove all of Grantee's above-ground improvements and Grantee will, to the extent reasonable, restore the Easement Area to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Grantee's control excepted. Notwithstanding the foregoing, Grantee will not be responsible for the replacement of any trees, shrubs or other vegetation (but shall be responsible to lay sod, if necessary), nor will Grantee be required to remove from the Easement Area or the Property any foundations or underground utilities.

15. MAINTENANCE/UTILITIES.

- (a) Grantee will keep and maintain the Easement Area in good condition, reasonable wear and tear and damage from the elements excepted. Grantor will maintain and repair the Property and access thereto and all areas of the Easement Area where Grantee does not have exclusive control, in good condition, subject to reasonable wear and tear and damage from the elements. Grantee will be responsible for maintenance of landscaping on the Easement Area, including any landscaping installed by Grantee as a condition of this Agreement or any required permit.
- (b) Grantee 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 Grantee on the Easement Area. Grantor acknowledges that Grantee 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 Grantee's reasonable determination, Grantor agrees to allow Grantee the right to bring in a temporary source of power for the duration of the interruption.
- (c) Grantor hereby grants to any company providing utility or similar services, including electric power and telecommunications, and to Grantee a utility easement over the Property, from an open and improved public road to the Easement Area for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such services to the Easement Area. Upon Grantee's or the service company's request, Grantor will execute a separate recordable utility easement evidencing this grant, at the cost of Grantee, but without any increase in Rent or other fees payable to Grantor.

16. **DEFAULT AND RIGHT TO CURE.**

- (a) The following will be deemed a default by Grantee and a breach of this Agreement: (i) non-payment of Fees if such Fees remain unpaid for more than thirty (30) days after written notice from Grantor of such failure to pay; or (ii) Grantee's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Grantor specifying the failure. Excluding failure to pay the Fee, which does not have any excluded cure period beyond thirty (30) days, no such failure, however, will be deemed to exist if Grantee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Except for failure to pay the Fee, delay in curing a default will be excused if due to causes beyond the reasonable control of Grantee. If Grantee remains in default beyond any applicable cure period, Grantor 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 Grantor and a breach of this Agreement: (i) Grantor's failure to provide Access to the Easement Area as required by Section 13 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Grantor's failure to cure an interference problem as required by Section 9 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Grantor'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 Grantee specifying the failure. No such failure, however, will be deemed to exist if Grantor 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 Grantor. If Grantor remains in default beyond any applicable cure period, Grantee will have, after providing written notice of such intentions: (i) the right to cure Grantor's default and to deduct the costs of such cure from any monies due to Grantor from Grantee, and (ii) any and all other rights available to it under law and equity.

- ASSIGNMENT AND APPORTIONMENT. Grantee will have the right to assign this Agreement and its rights herein, and to apportion or license the Easement without Grantor's consent, but no such lease or license shall relieve or release Grantee from its obligations under this Agreement. Upon notification to Grantor of an assignment of the entire Agreement, Grantee will be relieved of all future performance, liabilities and obligations under this Agreement, provided, however, that such assignee assumes all performance liabilities and obligations under this Agreement. Grantor may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property
- 18. 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 as follows:

If to Grantee:

New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration

Re: Cell Site #: KYL01564; Cell Site Name: Headley Hollow (KY)

Fixed Asset #: 11563658

1025 Lenox Park Blvd NE, 3rd Floor

Atlanta, Georgia 30319

With a copy to:

New Cingular Wireless PCS, LLC

Attn.: Legal Dept - Network Operations

Re: Cell Site #: KYL01564; Cell Site Name: Headley Hollow (KY)

Fixed Asset #: 11563658 208 S. Akard Street Dallas, TX 75202-4206

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

If to Grantor:

Marvin & Laurel Wathen 4513 Blevins Gap Road Louisville, KY 40272

With a copy to:

Attn: John C. Talbott

Bardenwerper Talbott & Roberts, PLLC

1000 N. Hurstbourne Pkwy. Louisville, Kentucky 40223

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

- 19. <u>CONDEMNATION.</u> In the event Grantor receives notification of any condemnation proceedings affecting the Property, Grantor will provide notice of the proceeding to Grantee within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Grantee's sole determination, to render the Easement Area unsuitable for Grantee, 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 Grantee will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Fees, and business dislocation expenses. Grantee will be entitled to reimbursement for any prepaid Fees on a prorata basis.
- 20. **CASUALTY.** Grantor will provide notice to Grantee of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Easement Area unsuitable, in Grantee's sole determination, then Grantee may terminate this Agreement by providing written notice to Grantor, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Grantee will be entitled to collect all insurance proceeds payable to Grantee on account thereof and to be reimbursed for any prepaid Fees on a prorata basis. Grantor agrees to permit Grantee to place temporary transmission and reception facilities on the Property, but only until such time as Grantee 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 Fees. If Grantor or Grantee undertakes to rebuild or restore the Easement Area and/or the Communication Facility, as applicable, Grantor agrees to permit Grantee to place temporary transmission and reception facilities on the Property at no additional Fee until the reconstruction of the Easement Area and/or the Communication Facility is completed. If Grantor determines not to rebuild or restore the Property, Grantor will notify Grantee of such determination within thirty (30) days after the casualty or other harm. If Grantor does not so notify Grantee and Grantee decides not to terminate under this Section, then Grantor will promptly rebuild or restore any portion of the Property interfering with or required for Grantee's Permitted Use of the Easement Area to substantially the same condition as existed before the casualty or other harm. Grantor agrees that the Fee shall be abated until the Property and/or the Easement Area are rebuilt or restored, unless Grantee places temporary transmission and reception facilities on the Property.
- 21. WAIVER OF GRANTOR'S LIENS. Grantor 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; Grantor consents to Grantee's right to remove all or any portion of the Communication Facility from time to time in Grantee's sole discretion and without Grantor's consent.

22. TAXES.

- (a) Grantor shall be responsible for timely payment of all applicable taxes and assessments levied upon the lands, improvements and other property including any such taxes that may be calculated by the taxing authority using any method, including the income method; provided, however, that Grantee shall be responsible for any real or personal property taxes attributable to the Tower Easement Area. Grantee shall be responsible for any taxes and assessments attributable to and levied upon Grantee's improvements on the Tower Easement Area if and as set forth in this Section 22. Nothing herein shall require Grantee 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 Grantor. Notwithstanding anything to the contrary, Grantee shall pay directly to the taxing jurisdiction or reimburse Grantor for any increases in real property taxes, which are assessed as a result of Grantee's improvements to the Property as well as any taxes that are assessed against the Communication Facilities.
- (b) In the event Grantor receives a notice of assessment with respect to which taxes or assessments are imposed on Grantee's improvements on the Easement Area, Grantor shall provide Grantee with copies of each such notice immediately upon receipt, but in no event later than sixty (60) days after the date of such date of receipt for the corresponding year. If Grantor does not provide such notice or notices to Grantee within such time period, Grantor shall be responsible for payment of any applicable tax or assessment set forth in the notice, and Grantor shall not

have the right to reimbursement of such amount from Grantee. If Grantor provides a notice of assessment to Grantee within such time period and requests reimbursement from Grantee as set forth below, then Grantee shall reimburse Grantor for the tax or assessments identified on the notice of assessment on Grantee's improvements, which has been paid by Grantor. If Grantor seeks reimbursement from Grantee, Grantor shall, no later than thirty (30) days after Grantor's payment of applicable taxes or assessments for the assessed tax year, provide Grantee with written notice including evidence that Grantor has timely paid same, and Grantor shall provide to Grantee any other documentation reasonably requested by Grantee to allow Grantee to evaluate the payment and to reimburse Grantor.

- (c) For any tax amount for which Grantee is responsible under this Agreement, Grantee 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 Grantee may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Grantor, Grantee, or both, with respect to the valuation of the Easement Area. Grantor 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 Grantee and any refunds or rebates secured as a result of Grantee's action shall belong to Grantee, to the extent the amounts were originally paid by Grantee. In the event Grantee notifies Grantor by the due date for assessment of Grantee's intent to contest the assessment, Grantor shall not pay the assessment pending conclusion of the contest, unless required by applicable law.
- (d) Grantor shall not split or cause the tax parcel on which the Easement Area are located to be split, bifurcated, separated or divided without the prior written consent of Grantee, which will not be unreasonably denied.
- (e) Grantee shall have the right but not the obligation to pay any taxes due by Grantor hereunder if Grantor fails to timely do so, in addition to any other rights or remedies of Grantee. In the event that Grantee exercises its rights under this Section 22(e) due to such Grantor default, Grantee shall have the right to deduct such tax amounts paid from any monies due to Grantor from Grantee as provided in Section 16(b), provided that Grantee may exercise such right without having provided to Grantor notice and the opportunity to cure per Section 16(b).
- (f) Any tax-related notices shall be sent to Grantee in the manner set forth in Section 18 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Grantor shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Grantee. In the event that Grantee's tax addresses changes by notice to Grantor, Grantor shall be required to provide Grantee's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration -- Taxes

Re: Cell Site #KYL01564; Cell Site Name: Headley Hollow (KY)

Fixed Asset #: 11563658

1025 Lenox Park Blvd NE, 3rd Floor

Atlanta, GA 30319

(g) Notwithstanding anything to the contrary contained in this Section 22, Grantee shall have no obligation to reimburse any tax or assessment for which the Grantor is reimbursed or rebated by a third party.

23. SALE OF PROPERTY.

- (a) Grantor shall not be prohibited from the selling, leasing or use of any of the Property except as specifically provided below or elsewhere in this Agreement.
- (b) If Grantor, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Easement Area, or all or any part of the Property, to a purchaser other than Grantee, Grantor shall promptly notify Grantee in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Grantee's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Grantor or its successor shall send the documents listed below in this subsection (b) to Grantee. Until Grantee receives all such documents, Grantee 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 such documents are provided (and provided they exist):

- 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 AT&T Payment Direction Form
- vii. Full contact information for new Grantor including phone number(s)
- (c) Grantor agrees not to sell, lease or use any areas of the Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Grantee's Permitted Use or communications equipment as determined by radio propagation tests performed by Grantee in its sole, but reasonable discretion. Grantor or Grantor's prospective purchaser shall reimburse Grantee for any reasonable costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Grantee, Grantor shall be prohibited from selling, leasing or using any areas of the Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.
- (d) The provisions of this Section shall in no way limit or impair the obligations of Grantor under this Agreement, including interference and access obligations.
- 24. FEE TRANSFER OFFER. If at any time after the date of this Agreement, Grantor receives a bona fide written offer from a third party seeking an assignment or transfer of the Fee payments associated with this Agreement ("Fee Transfer Offer"), Grantor shall immediately furnish Grantee with a copy of the Fee Transfer Offer. Grantee shall have the right within twenty (20) days after it receives such copy to match the Fee Transfer Offer and agree in writing to match the terms of the Fee Transfer Offer. Such writing shall be in the form of a contract substantially similar to the Fee Transfer Offer. If Grantee chooses not to exercise this right or fails to provide written notice to Grantor within the twenty (20) day period, Grantor may assign the right to receive Fee payments pursuant to the Fee Transfer Offer, subject to the terms of this Agreement. If Grantor attempts to assign or transfer Fee payments without complying with this Section, the assignment or transfer shall be void. Grantee 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 Grantor complies with this Section.

25. MISCELLANEOUS.

- (a) Amendment/Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by Grantor and Grantee. 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 Agreement. Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Agreement substantially in the form attached as Exhibit 24b. Either party may record this Memorandum or Short Form of Agreement at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, 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 or Short Form of Agreement.
- (c) Limitation of Liability. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Grantee and Grantor 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. Grantee agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Grantee's use of the Communication Facility on the Property. Grantor agrees to comply with all Laws relating to Grantor's ownership and use of the Property and any improvements on the Property.
- (e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.
- (f) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.
- (g) Governing Law. This Agreement will be governed by the laws of the state in which the Easement Area is located, without regard to conflicts of law.
- (h) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.
- (i) Affiliates. All references to "Grantee" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Easement Area for any Permitted Use or otherwise exercising the rights of Grantee 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 Grantor agrees to provide Grantee 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 Grantee, including any change in Grantor'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 Easement Area 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 Grantor and Grantee. 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 without limitation, 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 Grantor, Grantee and their respective Affiliates to recover their fees and expenses.

(n) WAİVER 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.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"GRANTOR"

Marvin Wathen

Date: 7-19-2020

Laurel Wathen

Date: 7-15-2020

"GRANTEE"

New Cingular Wireless PCS, LLC, a Delaware limited liability company By: AT&T Mobility Corporation

Its: Manager

By: ______ Chris Tharp

Its: Area Manager Network Engineering

Date: 7-30-2020

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

GRANTEE ACKNOWLEDGMENT

STATE OF KENTUCKY)	
COUNTY OF JEFFERSON) ss:)	
acknowledged under oath that he is the	ne Area Manager N PCS, LLC, the Gran n behalf of the Gran	2020, before me personally appeared Chris Tharp, and etwork Engineering of AT&T Mobility Corporation, the ntee named in the attached instrument, and as such was ntee. **March 18, 2033** My Commission Expires: March 18, 2033**
GRANTOR ACKNOWLEDGMENT		
STATE OF KENTUCKY)	
COUNTY OF JEFFERSON) ss:)	
On the 15 ⁴² day of Jule Wathen, who acknowledged under oa	OTARY	ore me, personally appeared Marvin Wathen and Laurel e persons named in the within instrument, and that they ry act and deed of the Landlord for the purposes therein Charles S. Justin My Commission Expires: 01-13-2024

EXHIBIT 1 DESCRIPTION OF EASEMENT AREA

Page 1 of 5

to the Land Easement Agreement dated 7/30, 2020, by and between Marvin Wathen and Laurel Wathen, husband and wife, as Grantor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Grantee.

The Property is legally described as follows:

BEING the northerly portion of Tract A as shown on the minor subdivision plat attached hereto, and being more particularly described as follows:

Beginning at a point in the northwesterly corner of a tract of land conveyed to Marvin and Laurel Wathen by Deed Book 8702, Page 541, in the Office of the County Clerk of Jefferson County, Kentucky, and continuing in a northerly extension of the western line of said Wathen tract, North 4 degrees, 16 minutes, 08 seconds West 1,141.32 feet to the northwest corner of Tract A as shown on a minor subdivision plat approved by the Louisville Metro Planning Commission, Docket Number 8569, a copy of which is attached hereto and made a part hereof; running thence with the northernmost line of said Tract A, North 68 degrees, 12 minutes, 15 seconds East 723.78 feet to the northeasterly corner of Tract A; thence leaving the southeasterly boundary in common with Tract B and running South 21 degrees, 47 minutes, 45 second East 295 feet to a point at the edge of a private road known as Mary Jane Drive; thence across Mary Jane Drive South 68 degrees, 12 minutes, 13 seconds West 60.00 feet to a point at the edge of Mary Jane Drive and the northernmost corner of certain property conveyed to Blaine and Angie Kessinger by Deed Book 8215, Page 552; thence South 30 degrees, 45 minutes, 36 seconds West 265.78 feet to a point; thence South 3 degrees, 49 minutes, 14 seconds East 679.00 feet to a point in the northerly line of a tract conveyed to Brian and Melanie Davis by Deed Book 7017, Page 607; running thence with said northerly line of Davis and extending along an extension thereof across the northerly lines of property previously conveyed to Marvin and Laurel Wathen, degrees, 34 minutes, 55 seconds West 587.10 feet to the point of beginning, consisting of 16.44 acres, more or less, and being the portion of Tract A being sold off from the land of Patricia Winstead which is contained in the 23.13 acre tract depicted as Tract A on the attached minor subdivision plat.

AND

BEING Tract 1 on the Northerly side of Blevins Gap Road as shown on a Minor Subdivision Plat attached hereto and made a part hereof, approved June 7, 2007 by the Louisville Metro Planning Commission, Docket No. 8569.

BEING Tract 1, 5.95 acres, as shown on Minor Subdivision Plat, approved on January 16, 1992, Docket No. 8-92, attached to and made a part of deed dated September 8, 1978, as re-recorded in Deed Book 6150, Page 231, in the office of the County Clerk of Jefferson County, Kentucky; subject to the rights of others to use so much of said property as lies within Blevins Gap Road as widened on said minor plat.

The Easement Area is described and/or depicted as follows:

TOWER EASEMENT AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED EASEMENT AGREEMENT AREA TO BE GRANTED FROM THE PROPERTY CONVEYED TO MARVIN & LAUREL WATHEN, AS RECORDED IN THE OFFICE OF THE CLERK OF JEFFERSON COUNTY, KENTUCKY IN DEED BOOK 9057, PAGE 876, PARCEL ID: 1054-0013-0000, 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 MARCH 23, 2020.

COMMENCING AT A FOUND 5/8" REBAR WITH NO CAP IN THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO MARVIN & LAUREL WATHEN, AS RECORDED IN DEED BOOK 8702, PAGE 541, PARCEL ID: 1054-0221-0000 AND BEING IN THE SOUTHWEST CORNER OF THE PROPERTY CONVEYED TO MARVIN & LAUREL WATHEN, AS RECORDED IN DEED BOOK 8415, PAGE 549, PARCEL ID: 1054-0185-0000 AND BEING IN THE NORTH RIGHT OF WAY LINE OF BLEVINS GAP ROAD; FOR REFERENCE, SAID REBAR IS N50°57'22"E 153.35' FROM A FOUND 5/8" REBAR WITH AN ORANGE CAP STAMPED " RLS 1890" IN THE SOUTHEAST CORNER OF SAID MARVIN & LAUREL WATHEN PROPERTY, PARCEL ID: 1054-0185-0000 AND BEING IN THE NORTH RIGHT OF WAY LINE OF BLEVINS GAP ROAD; THENCE N15°44'36"W 1042.09'; THENCE N67°57'16"E 439.79'; THENCE N05°26'53"W 614.23': THENCE TRAVERSING THE PROPERTY CONVEYED TO MARVIN & LAUREL WATHEN, AS RECORDED IN DEED BOOK 9057, PAGE 876, PARCEL ID: 1054-0013-0000, S84°33'07"W 162.15' TO A SET 1/2" REBAR, 18" LONG, CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" AT THE SOUTHEAST CORNER OF THE PROPOSED EASEMENT AGREEMENT AREA AND BEING THE TRUE POINT OF BEGINNING; THENCE N71°21'58"W 100.00' TO A SET IPC; THENCE N18°38'02"E 100.00' TO A SET IPC: THENCE \$71°21'58"E 100.00' TO A SET IPC: THENCE \$18°38'02"W 100.00' TO THE POINT OF BEGINNING CONTAINING 10,000.000 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED MARCH 23, 2020.

UTILITY AND ACCESS EASEMENT AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 40' ACCESS & UTILITY EASEMENT "A" TO BE GRANTED FROM THE PROPERTY CONVEYED TO MARVIN & LAUREL WATHEN, AS RECORDED IN THE OFFICE OF THE CLERK OF JEFFERSON COUNTY, KENTUCKY IN DEED BOOK 9057, PAGE 876, PARCEL ID: 1054-0013-0000, 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 MARCH 23, 2020.

COMMENCING AT A FOUND 5/8" REBAR WITH NO CAP IN THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO MARVIN & LAUREL WATHEN, AS RECORDED IN DEED BOOK 8702, PAGE 541, PARCEL ID: 1054-0221-0000 AND BEING IN THE SOUTHWEST CORNER OF THE PROPERTY CONVEYED TO MARVIN & LAUREL WATHEN, AS RECORDED IN DEED BOOK 8415, PAGE 549, PARCEL ID: 1054-0185-0000 AND BEING IN THE NORTH RIGHT OF WAY LINE OF BLEVINS GAP ROAD; FOR REFERENCE, SAID REBAR IS N50°57'22"E 153.35' FROM A FOUND 5/8" REBAR WITH AN ORANGE CAP STAMPED " RLS 1890" IN THE SOUTHEAST CORNER OF SAID MARVIN & LAUREL WATHEN PROPERTY, PARCEL ID: 1054-0185-0000 AND BEING IN THE NORTH RIGHT OF WAY LINE OF BLEVINS GAP ROAD; THENCE N15°44'36"W 1042.09'; THENCE ALONG THE COMMON LINE OF SAID WATHEN PROPERTY, PARCEL ID: 1054-0221-0000 AND THE PROPERTY CONVEYED TO MARVIN & LAUREL WATHEN, AS RECORDED IN DEED BOOK 9057, PAGE 876, PARCEL ID: 1054-0013-0000 \$67°57'16" 20.16' TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID COMMON PROPERTY LINE S67°57'16"W 42.18'; THENCE LEAVING SAID COMMON PROPERTY LINE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 95.00', ARC LENGTH OF 23.71', THE CHORD OF WHICH BEARS N00°59'02"W 23.65'; THENCE N06°10'00"E 314.95'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00', ARC LENGTH OF 96.52', THE CHORD OF WHICH BEARS N16°24'26"E 96.00'; THENCE N26°38'52"E 61.04'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 230.00', ARC LENGTH OF 70.01', THE CHORD OF WHICH BEARS N17°55'40"E 69.74'; THENCE N09°12'29"E 76.44'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00', ARC LENGTH OF 44.99', THE CHORD OF WHICH BEARS N13°58'52"E 44.93'; THENCE N18°45'15"E 90.78'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00', ARC LENGTH OF 23.59', THE CHORD OF WHICH BEARS N26°18'22"W 21.24'; THENCE N71°21'58"W 14.88'; THENCE N18°38'02"E 40.00' TO A SET 1/2" REBAR, 18" LONG, CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" AT THE SOUTHWEST CORNER OF THE PROPOSED EASEMENT AGREEMENT AREA; THENCE ALONG THE SOUTH LINE OF THE PROPOSED EASEMENT AGREEMENT AREA \$71°21'58"E 100.00 TO A SET IPC; THENCE LEAVING SAID PROPOSED EASEMENT AGREEMENT AREA \$18°38'02"W 40.00'; THENCE N71°21'58"W 15.12'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00', ARC LENGTH OF 23.53', THE CHORD OF WHICH BEARS \$63°41'38"W 21.19'; THENCE \$18°45'15"W 90.92'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 230.00', ARC LENGTH OF 38.32', THE CHORD OF WHICH BEARS \$13°58'52"W 38.28'; THENCE \$09°12'29"W 76.44'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00', ARC LENGTH OF 82.18', THE CHORD OF WHICH BEARS \$17°55'40"W 81.87'; THENCE S26°38'52"W 61.04'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 230.00', ARC LENGTH OF 82.22', THE CHORD OF WHICH BEARS \$16°24'26"W 81.78'; THENCE S06°10'00"W 314.95'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 55.00', ARC LENGTH OF 3.53', THE CHORD OF WHICH BEARS S04°19'42"W 3.53' TO THE POINT OF BEGINNING CONTAINING 35,259.961 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED MARCH 23, 2020.

AND

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 40' ACCESS & UTILITY EASEMENT "B" TO BE GRANTED FROM THE PROPERTY CONVEYED TO MARVIN & LAUREL WATHEN, AS RECORDED IN THE OFFICE OF THE CLERK OF JEFFERSON COUNTY, KENTUCKY IN

DEED BOOK 8702, PAGE 541, PARCEL ID: 1054-0221-0000, 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 MARCH 23, 2020.

COMMENCING AT A FOUND 5/8" REBAR WITH NO CAP IN THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO MARVIN & LAUREL WATHEN, AS RECORDED IN DEED BOOK 8702, PAGE 541, PARCEL ID: 1054-0221-0000 AND BEING IN THE SOUTHWEST CORNER OF THE PROPERTY CONVEYED TO MARVIN & LAUREL WATHEN, AS RECORDED IN DEED BOOK 8415, PAGE 549, PARCEL ID: 1054-0185-0000 AND BEING IN THE NORTH RIGHT OF WAY LINE OF BLEVINS GAP ROAD; FOR REFERENCE, SAID REBAR IS N50°57'22"E 153.35' FROM A FOUND 5/8" REBAR WITH AN ORANGE CAP STAMPED " RLS 1890" IN THE SOUTHEAST CORNER OF SAID MARVIN & LAUREL WATHEN PROPERTY, PARCEL ID: 1054-0185-0000 AND BEING IN THE NORTH RIGHT OF WAY LINE OF BLEVINS GAP ROAD; THENCE N15°44'36"W 1042.09'; THENCE ALONG THE COMMON LINE OF SAID WATHEN PROPERTY, PARCEL ID: 1054-0221-0000 AND THE PROPERTY CONVEYED TO MARVIN & LAUREL WATHEN, AS RECORDED IN DEED BOOK 9057, PAGE 876, PARCEL ID: 1054-0013-0000 \$67°57'16" 20.16' TO THE TRUE POINT OF BEGINNING; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 55.00', ARC LENGTH OF 20.21', THE CHORD OF WHICH BEARS \$08\circ{0}2'12"E 20.10'; THENCE \$18\circ{3}3'49"E 191.33'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00', ARC LENGTH OF 35.54', THE CHORD OF WHICH BEARS \$10°04'48"E 35.41'; THENCE \$01°35'46"E 375.09'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 230.00', ARC LENGTH OF 49,83', THE CHORD OF WHICH BEARS S07°48'12"E 49.74'; THENCE S14°00'37"E 327.09': THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 180.00'. ARC LENGTH OF 67.11', THE CHORD OF WHICH BEARS \$24°41'31"E 66.73'; THENCE S35°22'24"E 14.33' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BLEVINS GAP ROAD; THENCE ALONG SAID RIGHT OF WAY LINE \$50°54'53"W 9.11'; THENCE ALONG SAID RIGHT OF WAY LINE \$41°31'07"W 31.73'; THENCE LEAVING \$AID RIGHT OF WAY LINE N35°22'24"W 22.12'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 220.00', ARC LENGTH OF 82.03', THE CHORD OF WHICH BEARS N24°41'31"W 81.55'; THENCE N14°00'37"W 327.09'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00', ARC LENGTH OF 58.50', THE CHORD OF WHICH BEARS N07°48'12"W 58.39'; THENCE N01°35'46"W 375.09'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 80.00', ARC LENGTH OF 23.69', THE CHORD OF WHICH BEARS N10°04'48"W 23.60'; THENCE N18°33'49"W 191.33'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 95.00', ARC LENGTH OF 17.29', THE CHORD OF WHICH BEARS N13°20'57"W 17.27'; THENCE N67°57'16"E 42.18' TO THE POINT OF BEGINNING CONTAINING 43,527.631 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED MARCH 23, 2020.

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED TEMPORARY 30' CONSTRUCTION EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO MARVIN & LAUREL WATHEN, AS RECORDED IN THE OFFICE OF THE CLERK OF JEFFERSON COUNTY, KENTUCKY IN DEED BOOK 8702, PAGE 541, PARCEL ID: 1054-0221-0000, 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 MARCH 23, 2020.

COMMENCING AT A FOUND 5/8" REBAR WITH NO CAP IN THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO MARVIN & LAUREL WATHEN, AS RECORDED IN DEED BOOK 8702, PAGE 541, PARCEL ID: 1054-0221-0000 AND BEING IN THE SOUTHWEST CORNER OF THE PROPERTY CONVEYED TO MARVIN & LAUREL WATHEN, AS RECORDED IN DEED BOOK 8415, PAGE 549, PARCEL ID: 1054-0185-0000 AND BEING IN THE NORTH RIGHT OF WAY LINE OF BLEVINS GAP ROAD; FOR REFERENCE, SAID REBAR IS N50°57'22"E 153.35' FROM A FOUND 5/8" REBAR WITH AN ORANGE CAP STAMPED " RLS 1890" IN THE SOUTHEAST CORNER OF SAID MARVIN & LAUREL WATHEN PROPERTY, PARCEL ID: 1054-0185-0000 AND BEING IN THE NORTH RIGHT OF WAY LINE OF BLEVINS GAP ROAD; THENCE N15'44'36"W 782.22'; THENCE TRAVERSING THE PROPERTY CONVEYED TO MARVIN & LAUREL WATHEN, AS RECORDED IN DEED BOOK 9057, PAGE 876, PARCEL ID: 1054-0013-0000 \$74°15'24"W 19.68' TO THE TRUE POINT OF BEGINNING; THENCE \$13°59'21"E 536.95'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00', ARC LENGTH OF 55.17', THE CHORD OF WHICH BEARS \$10°19'33"W 53.53'; THENCE S34°38'27"W 81.56' TO A POINT ON THE EAST LINE OF THE PROPOSED 40' ACCESS & UTILITY EASEMENT "B", HEREAFTER REFERRED TO AS "EASEMENT "B""; THENCE ALONG SAID EAST LINE OF EASEMENT "B" N14°00'37"W 39.96'; THENCE LEAVING SAID EAST LINE OF EASEMENT "B"N34°38'27"E 55.16'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 55.00', ARC LENGTH OF 29.71', THE CHORD OF WHICH BEARS N10°19'33"E 28.82'; THENCE N13°59'21"W 400.42' TO A POINT ON THE EAST LINE OF EASEMENT "B"; THENCE ALONG SAID
Notes:

- 1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE EASEMENT AREA ONCE RECEIVED BY GRANTEE.
- 2. ANY SETBACK OF THE EASEMENT AREA FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
- 3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
- THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.



BASED ON KENTLICKY STATE
PLANE SINGLE ZONE AND
DETERMINED BY GPS OBSERVATIONS
CONPLETED ON MARCH 23, 2020 0.03.36

GLOBAL POSITIONING SYSTEMS NOTE

- 1. ISTABLISHED SURVEY CONTROL POINTS AND A PORTION OF THE TOPOGRAPHY WEST COATED WASK GAS.
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 3. THE PRE OF GAS UTILIZED WASK GAS.
 5. THE PRE OF GAS UTILIZED WAS RETWORK CADSISTED REAL THAT SURVEYS WASK GAS OF THE WASK STATEMENT CADS OF THE WASK GAS OF THE CADS WITH THE GAS INDIVIDED CAN CAD AND CAD CAD AND
GENERAL NOTES NO SEARCH OF PUBLIC RECORDS HAS BEEN COMPLETED BY POD GROUP TO DETRAMYE ANY DEFECTS ANDJOH AMBICUTIES IN THE TITE OF THE SUBJECT PROPERTY.

THIS SURVEY IS FOR THE PROPOSED EASEMENT AGREENFIT AREA, THE PROPOSED ACCESSE, UTILIP EASTMENTS AND THE TEAPORARY CONSTRUCTOR EASTMENT ONLY, AND DINY A PARTIAL BOUNDARY SURVEY OF THE PARENT TRACT HAS BEEN PROPOSED.

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF BANDOM TRAVERSE WITH 500 EARDOOM TRAVERSE WITH 500 EARDS UNMADURE CLOSURE EQUALS BOY, FOR A PRECISION OF 1234, 385.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER

P.O.B. POINT DE BEGINNING P.O.C. POINT OF COMMENCEMENT found monument as noted set 1/2" rebar 18" long cappld 'patterson PLS 3135" P.O.R. POINT OF REFERENCE property line Adiacent property line EX. OVERHEAD FLECTRIC EX. PENCE UME LEGEND Co. Utility Pole Edp. Edge of Pavement ROW RIGHT OF WAY 1-1-0-1 OF \$1 --- DERT ---

AND SURVEYOR'S CERTIFICATE

, MAKK E, PATTERSON, HERBY CERTIFY THAT I AM A LICENSED PROSESSIONAL, AND SUSPECTOR I CERCISO IN COMPAIRANCE WITH THE LAWS OF THE COMMOWINGATH OF KANTUCK I EARTHER PIGEN THAT THIS PLAT AND THE KUNCH ON THE GOODING WEER PRESONANCE OF PRESONANCE OF PERSONS UNDER MY ORBECT SUPERVISION, AND THAT THE DRECESORS UNDS STRING AND LISE AND THAT THE WITHESEE BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE REST OF ANY INCOMEDGE. THE Rural" survey, and the plat on which it is based. Weens all specifications as stated in Kar 201 18:350.

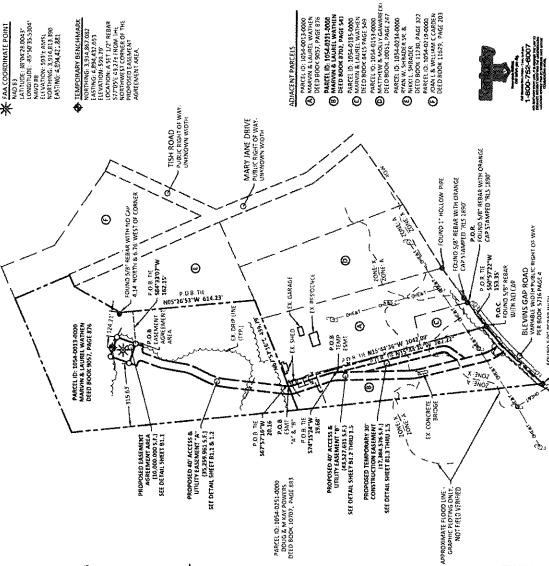






Varkable width Public Right of Way Per book 5716 page 4

FOUND 5/8" REBAR WITH NO LAP & FOUND 1/2" REBAR WITH NO FAP



CHECOMMENTS SSERED AS STRUKS FREE TALK TO SERVE DA MARTINE SITE SURVEY D# E. 7.14 76 4.1.20 4.14.70

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POWER OF DESIGN

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HEADLEY HOLLOW 4513 BLOWS GAPROAD LOUISWILE, RY 40272-1860 KIFERSON COUNTY

Alaskari"at 1054-0121-0000 Fakmini "ata ilapiaskari TAX PARCEL NUMBER: 1654-0013-0000 (Eastment Agreement area

PROPERTY OWNER: MARYIN & LAURE WATHEN 4513 BEEWNS GAP ROAD LOUISWILE, KY 40272-1860

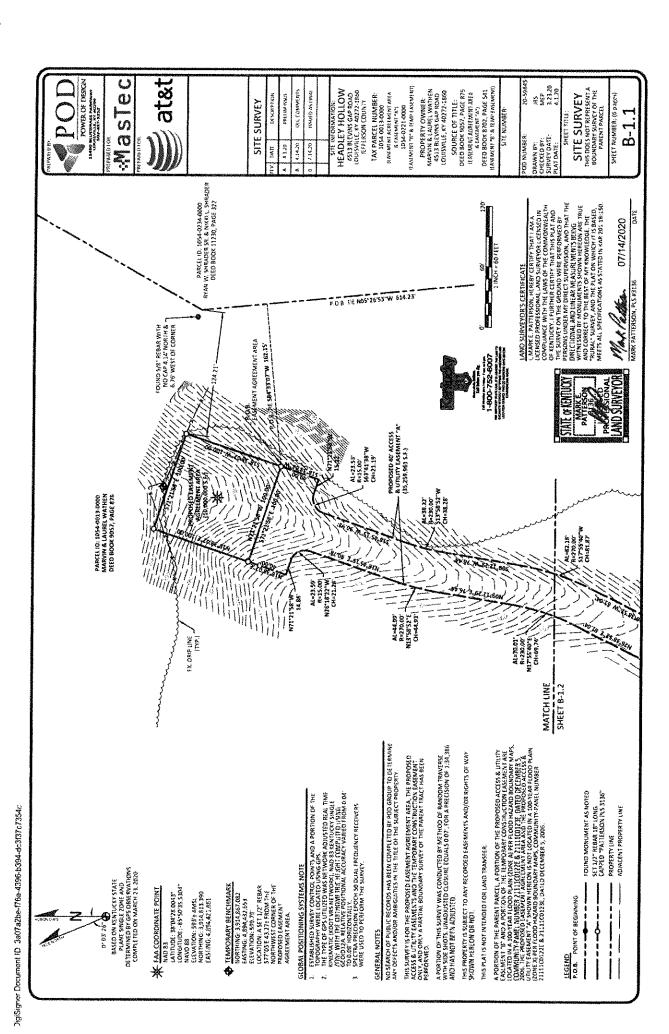
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DEED BOOK 8702, PAGE 541
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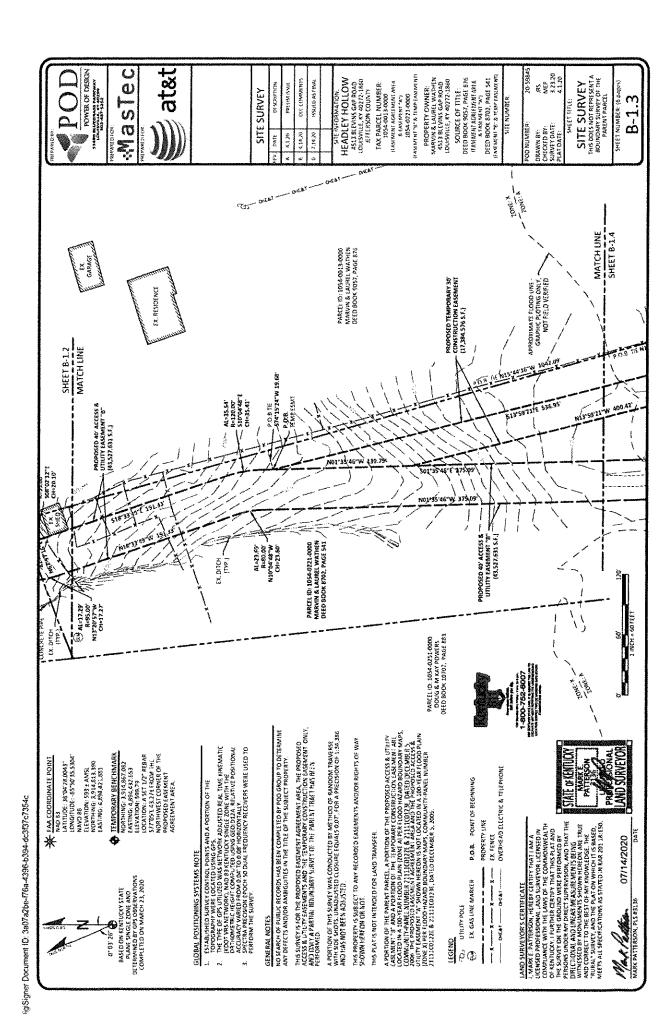
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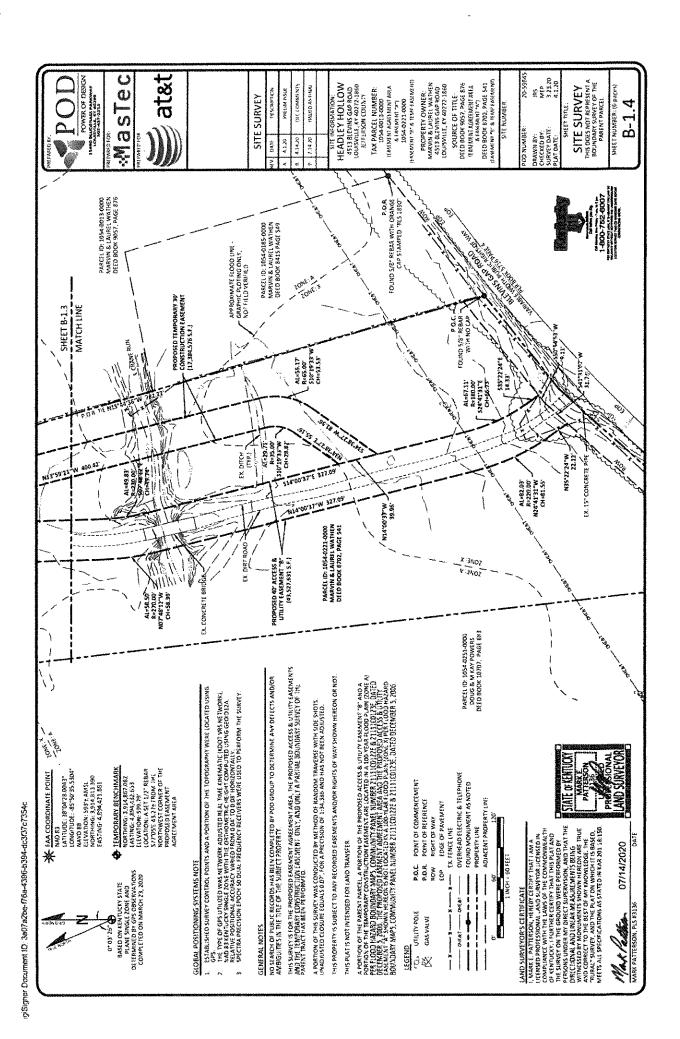
SITE SURVEY
THIS DOES NOT REPRESSINT A
BOUNDARY SURVEY OF THE
PARENT PARCEL

SHEET SUMBER: 16 pages B-1



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LEGAL DESCRIPTIONS

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STE INFORMATION: HEADLEY HOLLOW ASTA BLEVINS GAP ROAD COUSSMILE, NY 40272-1860 EHERSON COUNT

TARRETT AGREEMENT AND BEAUTH OF CANHON TO BE CANHON TO BE CONTROLLED TO BE TAX PARCEL NUMBER: 1054-0013-0000

PROPERTY OWNER: MARVIN & LAURE WATHER 4513 8LEVINS GAP ROAD LOUISVILLE, XY 40277-1860 SOURCE OF TITLE: DEED BOOK 9057, PAGE 876

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S LAKANINI "A" DEED BOOK RTOL, PAGE 541 HASHMINI "E" & HAP-IAKKINIS

SITE NUMBER:

.RS MEP 3.23.70 4.1.20 Drawn BY: Checked BY; Survey Date: Plat Date: POD NUMBER:

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

SHEET NUMBER: (6 pages) B-1.5

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MARK PATTERSON, PLS #3136 11/2/1/2/1/2

07/14/2020

EXHIBIT G NOTIFICATION LISTING



Headley Hollow - Notice List

Marvin & Laurel Wathen 4513 Blevins Gap Rd Louisville, KY 40272-1860

Marvin L. & Laurel Wathen 4513 Blevins Gap Rd Louisville, KY 40272-1860

Matthew & Molly Gawarecki 4511 Blevins Gap Rd Louisville, KY 40272-1860

Ryan W. Shrader Sr & Nikki L Shrader 14000 Mary Jane Dr Louisville, KY 40272-1865

Joan L Carden 4114 Tish Rd Louisville, KY 40272-1869

Mark E. Wheatley Sr & Penny A. Wheatley 4520 Blevins Gap Road Louisville, KY 40272-1857

Doug & M Kay Powers 4705 Blevins Gap Rd Louisville, KY 40272-1856

Keith A & Sherrill L Ohlmann 4110 Tish Rd Louisville, KY 40272-1869

James T & Penny E Dennis 4111 Tish Rd Louisville, KY 40272-1870

James Christopher & Wendy R Kilgore 14101 Mary Jane Dr Louisville, KY 40272-1868

Scott A & Cheryl Tinnell 4321 Blevins Gap Road Louisville, KY 40272-2041

RECEIVED

FEB 1 0 2021

PLANNING & DECIGN SERVICES

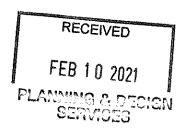
21-CELL-SOM

James K & Cynthia S Kilgore 4509 Blevins Gap Rd Louisville, KY 40272-1860

Dan H & Norma Darlene Holsapple 4318 Blevins Gap Rd Louisville, KY 40272-2040



EXHIBIT H COPY OF PROPERTY OWNER NOTIFICATION



21-CELL-COOI



Notice of Proposal to Construct Wireless Communications Facility Site Name: Headley Hollow

Dear Landowner:

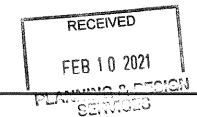
New Cingular Wireless PCS, LLC, a Delaware limited liability company d/b/a AT&T Mobility has applied to the Louisville Metro Planning Commission for approval to construct a new communications facility at 4513 Blevins Gap Road, Louisville, KY 40272 (38° 04' 28.0043" North latitude, 85° 50' 35.5304 West longitude).

The proposed facility will include a 195-foot tower, with a 4-foot lightning arrestor attached at the top, for a total structure height of 199-feet, plus related ground facilities. A map showing the proposed location for the facility is enclosed for your reference.

This notice is being sent to you because the Jefferson County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site or adjacent to the property on which the tower is to be constructed. You have a right to participate in the Planning Commission's proceedings on the application. If you have questions concerning this proposal, you may contact the Commission for additional information concerning this matter at, 444 S. 5th Street, Louisville, KY 40202; telephone (502) 574-6230. Please reference docket number 21-CELL-0001 in any correspondence sent in connection with this matter.

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



www.pikelegal.com

21-CELL-0001

- 1. Beginning at 527 W. Jefferson Street, Louisville, KY 40202, head west on West Jefferson Street toward South 6th Street and travel approximately 233 feet.
- 2. Turn left onto S. 6th Street and travel approximately 0.3 miles.
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- 10. Site is on the right at 4513 Blevins Gap Road.
- 11. The site coordinates are:
 - a. 38 deg 04 min 28.0043 sec N
 - b. 85 deg 50 min 35.5304 sec W



Prepared by:
Aaron L. Roof
Pike Legal Group PLLC
1578 Highway 44 East, Suite 6
PO Box 369
Shepherdsville, KY 40165-0369
Telephone: 502-955-4400 or 800-516-4293

RECEIVED

FEB 1 0 2021

PLANNING & DECIGN
SERVICES

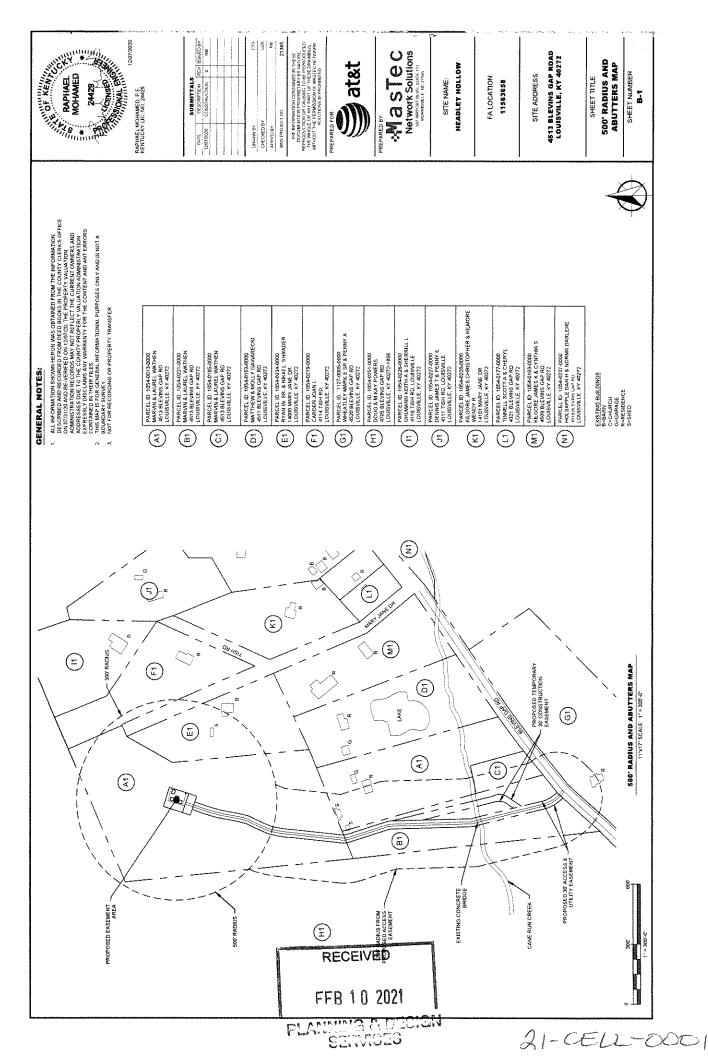


EXHIBIT I COPY OF CHIEF EXECUTIVE OFFICER AND LEGISLATIVE BODY NOTICE

RECEIVED
FEB 1 0 2021
PLANNING & DECIGN
SERVICES



VIA CERTIFIED MAIL

Mayor Greg Fischer Louisville Metro Hall 527 W. Jefferson St. Louisville, KY 40202

RE:

Notice of Proposed Construction - Communications Facility

Site Name: Headley Hollow

Dear Council Members:

New Cingular Wireless PCS, LLC, a Delaware limited liability company d/b/a AT&T Mobility applied to the Louisville Metro Planning Commission for approval to construct a new communications facility at 4513 Blevins Gap Road, Louisville, KY 40272 (38° 04' 28.0043" North latitude, 85° 50' 35.5304" West longitude) on real property located within Metro Louisville (Jefferson County). The proposed facility will include a 195-foot tower, with a 4-foot lightning arrestor attached at the top for a total structure height of 199-feet, plus related ground facilities.

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Sincerely,

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Attorney for Applicant

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Enclosures

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FEB 1 0 2021

PLANNING & DESIGN

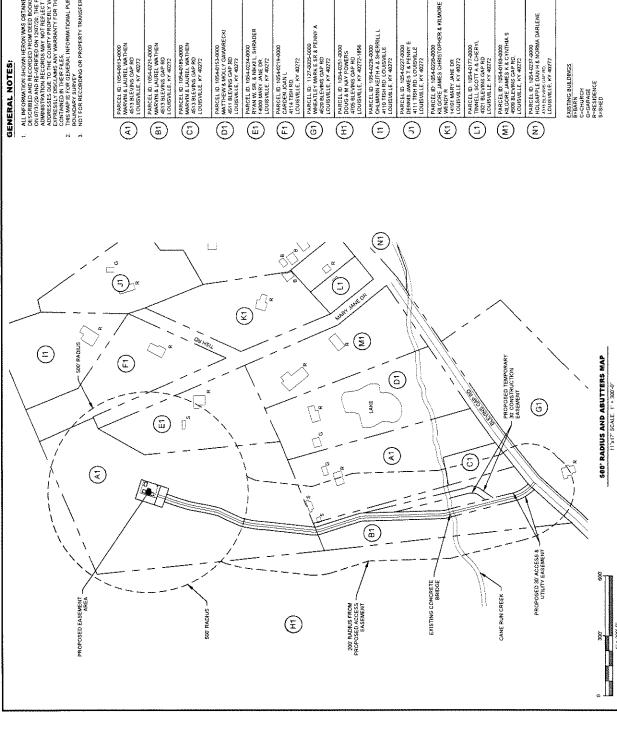
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Prepared by: Aaron L. Roof Pike Legal Group PLLC 1578 Highway 44 East, Suite 6 PO Box 369 Shepherdsville, KY 40165-0369

Telephone: 502-955-4400 or 800-516-4293



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2. THIS MAD IS FOR GEHERAL INFORMATIONAL PURPOSES OMY AND IS NOT A BOUNDARY STANFY.

3. NOT FOR RECORDING OR PROPERTY TRANSFER.

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

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*ABSTEC Network Solutions organical Notices

SITE NAME:

HEADLEY HOLLOW

FA LOCATION: 11563558

4513 BLEVINS GAP ROAD LOUISVILLE, KY 40272 SITE ADDRESS:

SHEET TITLE

500' RADIUS AND ABUTTERS MAP

SHEET NUMBER







VIA CERTIFIED MAIL

Jefferson County Metro Council c/o Louisville Metro Council Clerk 601 W. Jefferson St. Louisville, KY 40202

RE:

Notice of Proposed Construction - Communications Facility

Site Name: Headley Hollow

Dear Council Members:

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David A. Pike

Attorney for Applicant

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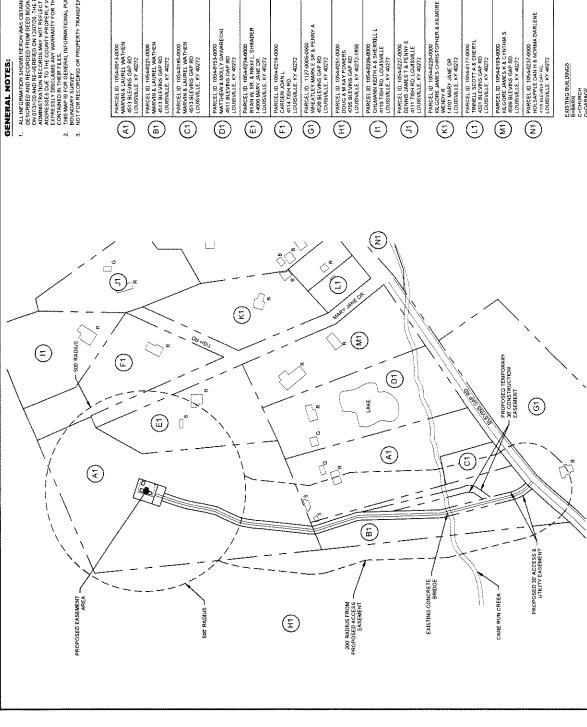
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Aaron L. Roof
Pike Legal Group PLLC
1578 Highway 44 East, Suite 6
PO Box 369
Shepherdsville, KY 40165-0369

Telephone: 502-955-4400 or 800-516-4293



GENERAL NOTES:

1. ALL NO PORATIONS SHOWN HEREOW WAS OBSTRUED FROM THE INFORMATION IN THE LING PRINCIPLE OF THE CONNEYT CLERK'S OFFICE OF THE CONNEYT CLERK'S OFFICE
RAPHAEL MOHAMED 2447

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- SUBMITTALS DESCRIPTION R

DRAWNER

21365 MNS PROJECT NO





Network Solutions Notwork Solutions Notwork (18 P. 275.7)

HEADLEY HOLLOW SITE NAME:

FA LOCATION: 11563658

4513 BLEVINS GAP ROAD LOUISVILLE, KY 40272 SITE ADDRESS:

500' RADIUS AND ABUTTERS MAP

SHEET NUMBER



500' RADEUS AND ABUTTERS MAP 11'x17" SCALE. 1" x 300'-0"



VIA CERTIFIED MAIL

Cindi Fowler Metro Council District 14 601 W. Jefferson Street Louisville, KY 40202

RE:

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Site Name: Headley Hollow

Dear Council Members:

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Sincerely,

David A. Pike

Attorney for Applicant

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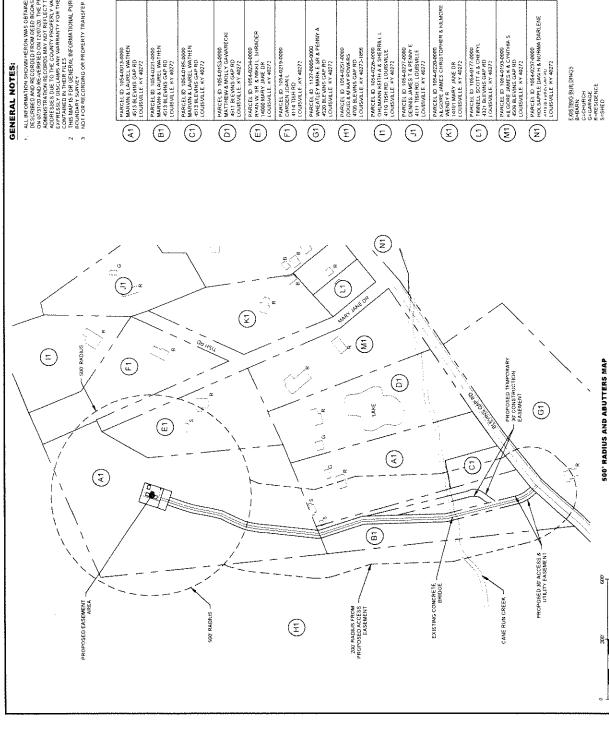
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Prepared by: Aaron L. Roof Pike Legal Group PLLC 1578 Highway 44 East, Suite 6 PO Box 369 Shepherdsville, KY 40165-0369

Telephone: 502-955-4400 or 800-516-4293



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- SUBMITTALS

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HEADLEY HOLLOW SITE NAME:

FA LOCATION:

11563658

SITE ADDRESS:

4513 BLEVINS GAP ROAD LOUISVILLE, KY 40272

500' RADIUS AND ABUTTERS MAP SHEET TITLE

SHEET NUMBER



11"x17" SCALE 1" = 300"-0"



VIA CERTIFIED MAIL

Queenie Averette Jefferson County Judge/Executive 527 W. Jefferson Street Louisville, KY 40202

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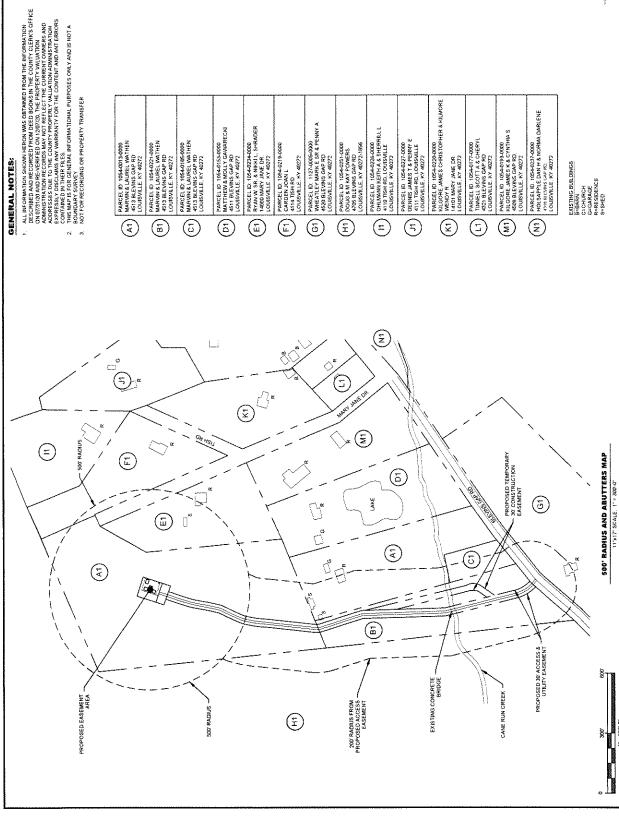
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- 11. The site coordinates are:
 - a. 38 deg 04 min 28.0043 sec N
 - b. 85 deg 50 min 35.5304 sec W



Prepared by:
Aaron L. Roof
Pike Legal Group PLLC
1578 Highway 44 East, Suite 6
PO Box 369
Shepherdsville, KY 40165-0369
Telephone: 502-955-4400 or 800-516-4293



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DATE	DESCRIPTION	Ş	PEV ISSUED BY
12/01/25/0	CONSTRUCTION	3	ž.
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12/07/2020

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

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*MasTec Network Solutions Network Solutions

SITE NAME:

HEADLEY HOLLOW

11563658

FALLOCATION:

4513 BLEVINS GAP ROAD LOUISVILLE, KY 40272 SITE ADDRESS:

SHEET TITLE

500' RADIUS AND ABUTTERS MAP

SHEET NUMBER B-1



EXHIBIT J NOTICE SIGN TEXT AND NEWSPAPER NOTICE ADVERTISEMENT



21-CELL-2001



VIA TELEFAX: 502-582-4011

The Louisville Courier-Journal Attn: Advertising Department 525 W. Broadway Louisville, KY 40201

RE:

Legal Notice Advertisement

Site Name:

Headley Hollow

Dear Sir or Madam:

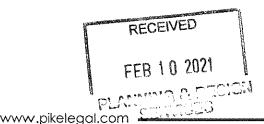
Please publish the following legal notice advertisement in the next edition of *The Courier-Journal*:

NOTICE

New Cingular Wireless PCS, LLC, a Delaware limited liability company d/b/a AT&T Mobility has filed an application with the Louisville Metro Planning Commission to construct a new wireless communications facility on a site located at 4513 Blevins Gap Road, Louisville, KY 40272 (38° 04' 28.0043" North latitude, 85° 50' 35.5304" West longitude). You may contact the Louisville Metro Planning Commission for additional information concerning this matter at: 444 S. 5th Street, Louisville, Kentucky 40202; telephone (502) 574-6230. Please reference docket number 21-CELL-0001 in any correspondence sent in connection with this matter.

After this advertisement have 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, Aaron L. Roof Pike Legal Group, PLLC



21-ŒLL-0001

Headley Hollow Notice Sign Text

Two (2) signs 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 words "proposes to construct a telecommunications tower," which are 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 concerning this proposal, you may contact the Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165-0369; telephone: (800) 516-4293; or the Louisville Metro Planning Commission, 444 S. 5th Street, Louisville, Kentucky 40202; telephone (502) 574-6230. Please refer to docket number 21-CELL-0001.

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 concerning this proposal, you may contact the Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165-0369; telephone: (800) 516-4293; or the Louisville Metro Planning Commission, 444 S. 5th Street, Louisville, Kentucky 40202; telephone (502) 574-6230. Please refer to docket number 21-CELL-0001.

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FEB 1 0 2021

PLANNING & DESIGN SERVICES

21-CELL-0001

EXHIBIT K GRID MAP

