

## EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT** (this "Agreement") is entered into effective on the date of the last party to execute this Agreement (the "Effective Date"), by and between **JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, a Kentucky non-profit corporation ("Grantor"), whose mailing address is 3332 Newburg Road, VanHoose Education Center, Louisville, Kentucky 40218, and **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company ("Grantee"), whose mailing address is 2000 Corporate Drive, Canonsburg, PA 15317.

WHEREAS, Grantor owns that certain real property located at 1351 Payne Street, Louisville, Kentucky 40202, granted to Grantor by deed dated June 30, 2000, of record in Deed Book 7472, Page 795, in the Office of the Clerk of Jefferson County, Kentucky ("Grantor's Property");

WHEREAS, Grantee owns that certain real property located at 1351 Payne Street, Louisville, Kentucky 40202, granted to Grantee by deed dated April 1, 2000, of record in Deed Book 7934, Page 331, in the Office of the Clerk of Jefferson County, Kentucky ("Grantee's Property"); and

WHEREAS, Grantee desires to obtain an easement on Grantor's Property for the purposes contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant.** Grantor hereby grants and conveys to Grantee, for the benefit of Grantee's Property, a perpetual non-exclusive utility easement on, over and under that portion of the Grantor's Property marked "Easement Area" consisting of 240.031 square feet as shown on the survey attached hereto as Exhibit A and made a part hereof (the "Easement Area"), to install, repair, replace and maintain utility lines, including but not limited to fiber optic lines, poles, cables, wires, conduits and pipes, provided that, and so long as, any and all of such lines, poles, cables, wires, conduits, pipes and related equipment (i) shall be buried at least three (3) feet deep into the ground and (ii) that are electrical or fiber shall be encased in concrete. Grantee and its agents, employees and contractors shall have the non-exclusive right of ingress and egress across Grantor's Property to access and enter onto the Easement Area and to use Grantor's Property for

construction activities related to the Easement Area uses described above. Grantee and its agents, employees and contractors shall conduct any such activities in a manner so as to not unreasonably interfere with Grantor's use of Grantor's Property or with any equipment or facilities of Grantor or any other person or entity located on Grantor's Property on or before the Effective Date.

2. **Easement Term.** The term of this Agreement shall commence on the Effective Date and shall continue perpetually, unless this Agreement is terminated by Grantee pursuant to the provisions set forth herein.

3. **Consideration.** Upon execution of this Agreement, Grantee shall pay Grantor Fifty Dollars (\$50.00).

4. **Grantee's Right to Terminate; Effect of Termination.** Grantee shall have the right to terminate this Agreement, at any time, without cause, by providing Grantor with thirty (30) days' prior written notice. Upon such termination, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder, except for, and subject to, Grantee's obligations set forth below in this Section 4, and in Section 6, Section 7, Section 8, Section 12 and Section 14. Prior to the termination of this Agreement, Grantee shall remove all of its personal property from the Easement Area and restore Easement Area (and any of Grantor's Property affected by Grantee's use of the Easement Area) to the condition it was in before this Agreement, reasonable wear excepted.

5. **Removal of Obstructions.** Grantee has the right to reasonably remove obstructions from the Easement Area, including but not limited to vegetation, which may interfere with or present a hazard to Grantee's use of the Easement Area. Grantee, at Grantee's sole cost and expense, shall dispose of any obstructions and related materials removed.

6. **Recording.** Grantee or Grantor shall have the right to record this Agreement with the appropriate recording officer. If this Agreement is recorded, then upon the termination of this Agreement and upon request by Grantor, Grantee shall promptly execute and deliver to Grantor a recordable release of such memorandum.

7. **Hold Harmless.** To the extent permitted by applicable law, each party shall indemnify and defend the other party against, and hold the other party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Easement Area by such indemnifying party, its agents, employees or contractors, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the other party, its agents, employees or contractors.
8. **Grantee's Duty to Restore.** Upon completing installation, repair, replacement, and maintenance of utility lines, including but not limited to fiber optic lines, poles, cables, wires, conduits and pipes within the Easement Area, Grantee shall promptly restore the surface of Grantor's Property as closely as reasonably possible to its condition prior to such installation, repair, replacement, and maintenance.
9. **Grantor's Use.** From and after the date hereof and continuing until the Agreement is terminated, Grantor shall have the right to use the Easement Area in any manner that will not interfere with the rights of Grantee contained herein.
10. **Private Rights.** Nothing in this Agreement shall be construed, nor is intended by the parties hereto, to create any rights in or for the benefit of the general public in the Easement Area.
11. **Regulatory Compliance.** Grantee shall comply with all federal, state and local laws, orders, ordinance and regulations applicable to Grantee's access to and use of the Easement Area.
12. **Liens.** Grantee shall keep the Grantor's Property (including the Easement Area) free from any liens arising from any work performed, material furnished, or obligations incurred by or at the request of Grantee.
13. **Condition of Easement Area.** Grantee (i) accepts the Easement Area "AS-IS", "WHERE-IS" AND "WITH ALL FAULTS" for the purposes for which the utility easement granted herein is granted and (ii) waives any claims against Grantor in respect of defects (if any) in the Easement Area, unless resulting from the willful or gross negligent act or omission of Grantor, its agents, employees or contractors.
14. **Default.** Should either party default under this Agreement or act inconsistently with its purpose, then the non-defaulting party may seek any remedy available

at law or in equity to insure that the purposes of this Agreement are carried out to the fullest extent, and, in the case of legal proceedings (including, but not limited to, litigation and arbitration) arising out of this Agreement, the losing party shall be liable for the prevailing party's reasonable attorney's fees and expenses associated with such legal proceedings.

15. **Entire Agreement.** Grantor and Grantee agree that this Agreement contains all of the agreements, promises and understandings between Grantor and Grantee. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

16. **Construction of Document.** Grantor and Grantee acknowledge that this document shall not be construed against the drafter by virtue of said party being the drafter.

17. **Applicable Law.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Kentucky. Any action or claim arising from, under or pursuant to this Agreement shall be brought in the courts, state or federal, within Jefferson County, Kentucky, and each party expressly waives the right to bring any legal action or claims in any other courts.

18. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested to the addresses contained herein. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery.

If to Grantor:

Jefferson County Public Schools  
VanHoose Education Center  
3332 Newburg Road  
Louisville, Kentucky 40218  
Attn: Franklin Jones,  
Real Estate Manger

If to Grantee:

Crown Castle USA Inc.  
General Counsel  
Attn: Legal – Real Estate Dept.  
2000 Corporate Drive  
Canonsburg, PA 15317

19. **Partial Invalidity.** If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

20. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

[Remainder of this page intentionally left blank. Signature to follow.]

IN WITNESS WHEREOF, the parties hereto have respectively executed this Easement Agreement effective as of the Effective Date.

**GRANTOR:**

**JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, a Kentucky non-profit corporation

By: M. Pollio

Name: Dr. Martin A. Pollio, Ed.D

Title: President

Date: 5/23, 2018

COMMONWEALTH OF KENTUCKY

)  
) : SS  
)

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 23 day of May, 2018, by Dr. Martin A. Pollio, Ed.D., as President of the Jefferson County School District Finance Corporation, a Kentucky non-profit corporation, on behalf of non-profit corporation.

My commission expires: July 7, 2021

Julie Klayko  
Notary Public

[AFFIX NOTARIAL SEAL]

**GRANTEE:**

**CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Real Estate Manager

Date: \_\_\_\_\_, 2018

COMMONWEALTH OF PENNSYLVANIA )  
 )  
 ) SS  
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2018, by \_\_\_\_\_, as \_\_\_\_\_ of Crown Castle GT Company LLC, a Delaware limited liability company, on behalf of the limited liability company.

My commission expires: \_\_\_\_\_

Notary Public

[AFFIX NOTARIAL SEAL]

This Instrument prepared by:

**EXHIBIT A**

Survey describing and depicting the Easement Area

[to be attached hereto]

**CROWN CASTLE 8' UTILITY EASEMENT**

THE FOLLOWING IS A DESCRIPTION OF THE CROWN CASTLE 8' UTILITY EASEMENT, BEING A PORTION OF THE PROPERTY CONVEYED TO JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION AS DESCRIBED IN DEED BOOK 7472, PAGE 795 AND DEED BOOK 7157, PAGE 620 (TRACT 1 AND 1A), PARCEL ID: 068F-0080-0000 OF RECORD IN THE OFFICE OF THE JEFFERSON COUNTY, KY CLERK, 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 OCTOBER 23, 2017.

COMMENCING AT A FOUND 1/2" REBAR IN THE SOUTH RIGHT OF WAY LINE OF LEXINGTON ROAD (50' RIGHT OF WAY AS SHOWN ON PLAT ATTACHED TO DEED BOOK 8157, PAGE 620) AND BEING THE NORTHWEST BOUNDARY CORNER OF THE PARCEL CONVEYED TO JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION AS DESCRIBED IN DEED BOOK 7472, PAGE 795 AND DEED BOOK 7157, PAGE 620 (TRACT 1 AND 1A); THENCE LEAVING THE SOUTH RIGHT OF WAY LINE OF LEXINGTON ROAD ALONG THE WEST BOUNDARY LINE OF JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION, S32°06'32"E 160.81' TO THE NORTHWEST CORNER OF THE PROPOSED CROWN CASTLE 8' UTILITY EASEMENT AND BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING THE WEST BOUNDARY LINE OF JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION, TRAVERSING ACROSS SAID PROPERTY, N57°53'28"E 8.00'; THENCE 32°06'32"E 30.01' TO THE NORTH LINE OF THE PROPERTY CONVEYED TO CROWN CASTLE GT COMPANY, LLC AS RECORDED IN DEED BOOK 6220, PAGE 1; THENCE ALONG SAID NORTH LINE, S57°56'50"W 8.00' TO THE NORTHWEST BOUNDARY CORNER OF SAID CROWN CASTLE GT COMPANY, LLC AND BEING THE WEST BOUNDARY LINE OF JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION; THENCE ALONG THE WEST BOUNDARY LINE OF JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION, N32°06'32"W 30.00' TO THE POINT OF BEGINNING CONTAINING IN ALL 240.031 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED OCTOBER 23, 2017.

61710375.2

LEXINGTON ROAD  
50' PUBLIC RIGHT OF WAY

P.O.C.  
FOUND 1/2"  
REBAR

EX. 25' ADDITIONAL RIGHT OF WAY  
TRACT 3 OF  
D.B. 7157, PG. 620

#### EX. MONOPOLE

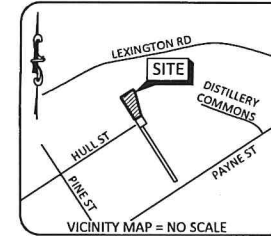
ASR  
#1036192 -  
CROWN CASTLE GT COMPANY, LLC  
LATITUDE: 38° 15' 01.0"  
LONGITUDE: 85° 43' 31.0"  
NAVD 88  
ELEVATION: 495'± AMSL

#### AS SURVEYED

NAD 83  
LATITUDE: 38° 15' 01.11"  
LONGITUDE: 85° 43' 30.64"  
NAVD 88  
ELEVATION: 494'± AMSL



0° 00' 54"  
BASED ON KENTUCKY STATE PLANE  
SINGLE ZONE AND DETERMINED BY  
GPS OBSERVATIONS COMPLETED ON  
OCTOBER 23, 2017



PREPARED BY:



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

PREPARED FOR:



10300 ORMSBY PARK PLACE  
SUITE # 501  
LOUISVILLE, KY 40223  
(502) 318-1360 FAX

### EASEMENT SURVEY

REV.	DATE	DESCRIPTION
A	4.10.18	PRELIM ISSUE

#### SITE INFORMATION:

**BREWERY**  
1355 HULL STREET  
LOUISVILLE, KY 40204  
JEFFERSON COUNTY

TAX PARCEL NUMBER:  
068F-0084-0000

PROPERTY OWNER:  
CROWN CASTLE GT  
COMPANY, LLC  
4017 WASHINGTON ROAD  
MCMURRAY, PA 15317-2520

SOURCE OF TITLE:  
DEED BOOK 7934, PAGE 331

SITE ID:  
KY0051

BUN:  
814219

POD NUMBER: 18-23429  
DRAWN BY: TMD  
CHECKED BY: MEP  
SURVEY DATE: 10.23.17  
PLAT DATE: 4.10.18

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

SHEET NUMBER: (2 pages)

**B-1**

#### GENERAL NOTES

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

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT BUT DEPICTS THE "AS-BUILT" LOCATION OF THE TOWER SITE AS OF OCTOBER 23, 2017 AND ONLY A PARTIAL BOUNDARY SURVEY OF THE PARENT TRACT HAS BEEN PERFORMED.

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE FOR THIS TRACT EQUALS 0.03', FOR A PRECISION OF 1:33,311 AND HAS NOT BEEN ADJUSTED.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE EXISTING ACCESS & UTILITY EASEMENT AND THE EXISTING ACCESS EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21111C0026E DATED DECEMBER 5, 2006.



Surveyors' Edition  
Call before you dig  
Call Monday thru Friday 7 am. to 5 pm.  
1-800-752-6007

PER KENTUCKY STATE LAW, IT IS AGAINST THE LAW TO  
PERFORM SURVEYING WITHOUT THE NECESSARY  
LOCATION SERVICE FUND (LSF) WORKING DATES BEFORE  
COMMENCING WORK.

0' 40' 80'  
1 INCH = 40 FEET

#### GLOBAL POSITIONING SYSTEMS NOTE

1. RANDOM TRAVERSE CONTROL MONUMENTS WERE SET USING GPS METHODS. A PORTION OF THE BOUNDARY AND TOPOGRAPHY WERE ALSO COLLECTED USING GPS METHODS. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KINEMATIC VRS NETWORK). NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.02' TO 0.05' HORIZONTALLY.
2. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED CONDUCTING THE SURVEY. SERIAL NUMBER: 5325400009

#### LAND SURVEYOR'S CERTIFICATE

I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS BEING WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "URBAN" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201 18.150.

MARK PATTERSON, PLS #3136

DATE

PROPOSED CROWN CASTLE UTILITY EASEMENT  
(240.031 S.F.)  
SEE B-1.1 FOR DETAIL

P.O.B.  
UTILITY EASEMENT  
30' PUBLIC RIGHT OF WAY  
ALLEY

EX. DRIP LINE

EX. CROWN CASTLE MONOPOLE  
SITE NAME: BREWERY  
BUN #814219

PARCEL ID: 068F-0080-0000  
JEFFERSON COUNTY SCHOOL  
DISTRICT FINANCE CORPORATION  
D.B. 7472, PG. 795  
(TRACT 1 & 1A OF  
D.B. 7157, PG. 620)

PARCEL ID: 068F-0084-0000  
CLAUDE STEPHENS  
D.B. 7841, PG. 916

PARCEL ID: 068F-0084-0000  
CROWN CASTLE GT COMPANY, LLC  
D.B. 7934, PG. 391  
(TRACT 1A OF  
D.B. 6120, PG. 1)

PARCEL ID: 068F-0084-0000  
CROWN CASTLE GT COMPANY, LLC  
D.B. 7934, PG. 391  
(TRACT 1A OF  
D.B. 6120, PG. 1)

EX. ASPHALT DRIVE  
EX. UTILITY POLE  
W/LATERAL DROP

EX. ACCESS & UTILITY  
EASEMENT  
D.B. 6220, PG. 1

EX. CONCRETE CURB

EX. PAINTED CROSSWALK

EX. SCHOOL BUILDING

EX. UTILITY POLE  
W/TRANSFORMER

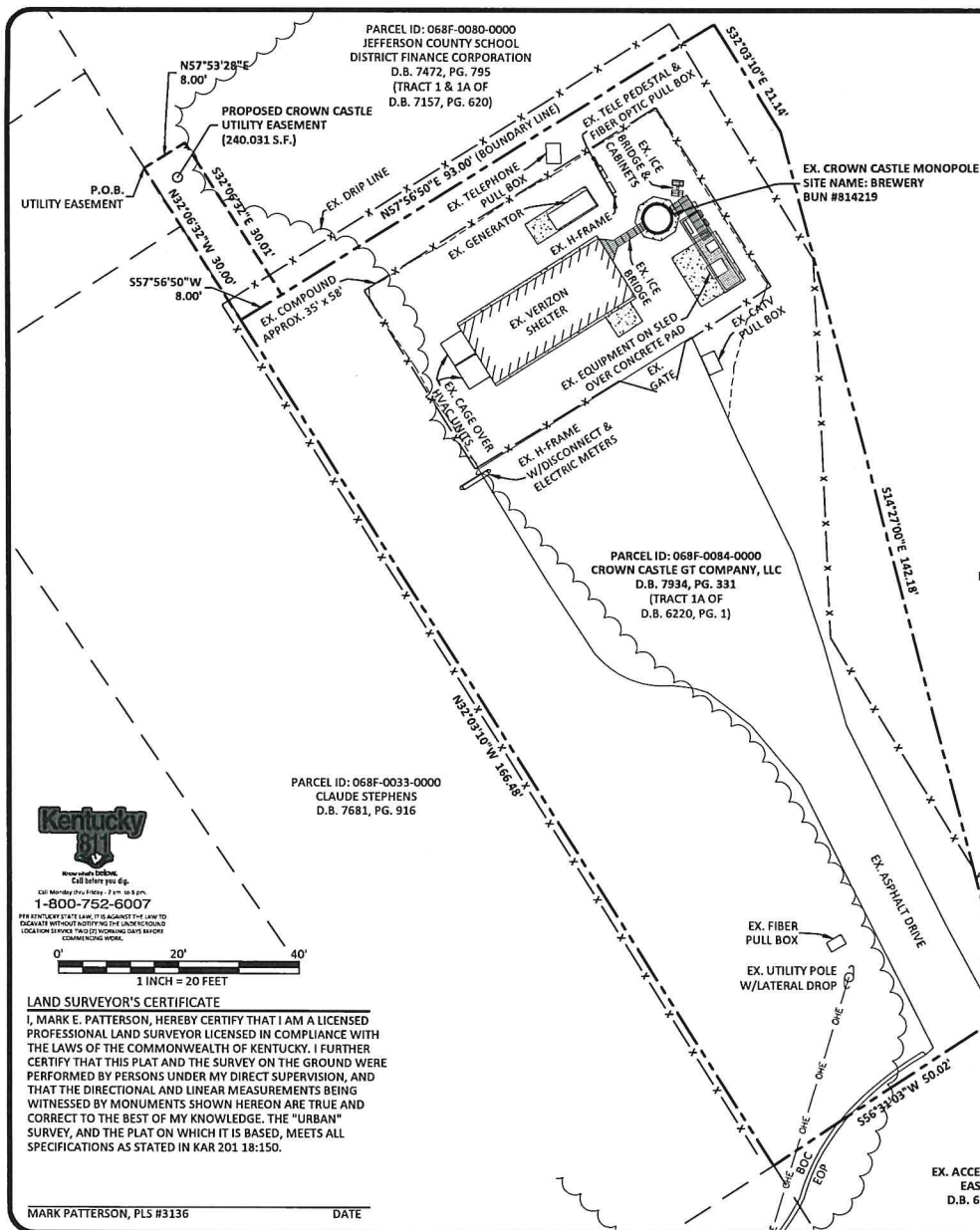
EX. 20' ACCESS  
EASEMENT  
D.B. 6220, PG. 1

PARCEL ID: 068F-0078-0000  
RICHE PROPERTIES, LLC  
D.B. 10715, PG. 914

#### LEGEND

UTILITY POLE	AGL	ABOVE GROUND LEVEL
LIGHT POLE	AMSL	ABOVE MEAN SEA LEVEL
SANITARY MANHOLE	EOP	EDGE OF PAVEMENT
WATER METER	BOC	BACK OF CURB
GAS VALVE	ROW	RIGHT OF WAY
— OHE — OHE —	EX.	OVERHEAD ELECTRIC
— — — — —	FOUND	MONUMENT AS NOTED
— — — — —	PROPERTY LINE	
— — — — —	ADJACENT PROPERTY LINE	





#### PROPOSED CROWN CASTLE 8' UTILITY EASEMENT

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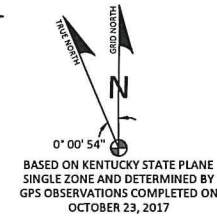
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	EX. OVERHEAD ELECTRIC		FOUND MONUMENT AS NOTED
	PROPERTY LINE		
	ADJACENT PROPERTY LINE		



PREPARED BY:



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

PREPARED FOR:



10300 ORMSBY PARK PLACE  
SUITE # 501  
LOUISVILLE, KY 40223  
(502) 318-1360 FAX

#### EASEMENT SURVEY

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JEFFERSON COUNTY

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068F-0084-0000

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CROWN CASTLE GT  
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MCMURRAY, PA 15317-2520

SOURCE OF TITLE:  
DEED BOOK 7934, PAGE 331

SITE ID:

KY0051

BUN:

814219

POD NUMBER: 18-23429  
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SHEET NUMBER: (2 pages)

**B-1.1**

MARK PATTERSON, PLS #3136

DATE