BRIGGS LAW OFFICE, PSC

1301 Clear Springs Trace | Suite 205 | Louisville, Kentucky 40223
Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

November 11, 2010

Via FedEx Overnight Delivery

RECEIVED
NOV 15 2010
PUBLIC SERVICE COMMISSION

Kentucky Public Service Commission
Attn: Linda Faulkner
Director, Division of Filings
211 Sower Boulevard
Frankfort, KY 40602

RE: Application to Construct Wireless Communications Facility
Case Number: 2010-00414

Dear Ms. Faulkner,

On behalf of my client, New Cingular Wireless PCS, LLC, we are hereby submitting an original and five (5) copies of an Application for Certificate of Public Convenience and Necessity to Construct a Wireless Communications Facility.

Please contact me if you require any further documentation or have any questions concerning this application.

Sincerely,

Todd R. Briggs
Counsel for New Cingular Wireless PCS, LLC

Enclosures

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED
NOV 15 2010
PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF NEW CINGULAR WIRELESS PCS, LLC)	
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC)	
CONVENIENCE AND NECESSITY TO CONSTRUCT)	
A WIRELESS COMMUNICATIONS FACILITY AT)	CASE: **2010-00414**
5151 STATE ROUTE 1529, CLINTON)	
HICKMAN COUNTY, KENTUCKY, 42031)	

SITE NAME: MOSCOW (EV3163)

APPLICATION FOR CERTIFICATE
OF PUBLIC CONVENIENCE AND NECESSITY
TO CONSTRUCT A WIRELESS COMMUNICATIONS FACILITY

New Cingular Wireless PCS, LLC, a Delaware limited liability company, ("Applicant"), by counsel, pursuant to (i) KRS §§ 278.020, 278.040, 278.665 and the rules and regulations applicable thereto, and (ii) the Telecommunications Act of 1996, respectfully submits this Application requesting the issuance of a Certificate of Public Convenience and Necessity ("CPCN") from the Kentucky Public Service Commission ("PSC") to construct, maintain and operate a Wireless Communications Facility ("WCF") to serve the customers of the Applicant with wireless telecommunication services. In support of this Application, Applicant respectfully provides and states the following:

1. The complete name and address of the Applicant is: New Cingular Wireless PCS, LLC d/b/a AT&T Mobility, a Delaware limited liability company having a local address of 601 West Chestnut Street, Louisville, Kentucky 40203.

2. Applicant is a Delaware limited liability company and copies of its Delaware Certificate of Formation and Certificate of Amendment are attached as

Exhibit A. A copy of the Certificate of Authorization to transact business in the Commonwealth of Kentucky is also included as a part of **Exhibit A**.

3. Applicant proposes construction of an antenna tower in Hickman County, Kentucky, in an area which is outside the jurisdiction of a planning commission and Applicant submits the Application to the PSC for a CPCN pursuant to KRS §§ 278.020(1), 278.650, and 278.665. Hickman County does not have a planning commission and there are no joint or independent planning commissions within Hickman County. This information was verified by the Office of the Hickman County Judge Executive.

4. The public convenience and necessity require the construction of the proposed WCF. The construction of the WCF will bring or improve the Applicant's services to an area currently not served or not adequately served by the Applicant by enhancing coverage and/or capacity and thereby increasing the public's access to wireless telecommunication services. A statement from Applicant's RF Design Engineer outlining said need is attached as **Exhibit N**. The WCF is an integral link in the Applicant's network design that must be in place to provide adequate coverage to the service area.

5. To address the above-described service needs, Applicant proposes to construct a WCF at 5151 State Route 1529, Clinton, Kentucky 42031 (36° 36' 12.122" North Latitude, 89° 01' 51.100" West Longitude (NAD 83)), in an area entirely within Hickman County. The property in which the WCF will be located is currently owned by Brent and Ashley Martin, pursuant to that Deed of record in Deed Book 117, Page 211 in the Office of the Hickman County Clerk. The proposed WCF will consist of a 195 foot monopole with an approximately 4-foot tall lightning arrestor attached to the top of the tower for a total height of 199 feet. The WCF will also include concrete foundations to accommodate the placement of a prefabricated equipment shelter. The WCF compound will be fenced and all access gate(s) will be secured. A detailed site development plan and survey,

signed and sealed by a professional land surveyor registered in Kentucky is attached as **Exhibit B**.

6. A detailed description of the manner in which the WCF will be constructed is included in the site plan and a vertical tower profile signed and sealed by a professional engineer registered in Kentucky is attached as **Exhibit C**. Foundation design plans and a description of the standards according to which the tower was designed which have been signed and sealed by a professional engineer registered in Kentucky are attached as **Exhibit D**.

7. A geotechnical engineering report was performed at the WCF site by Environmental Corporation of America of Alpharetta, Georgia, dated September 22, 2010 and is attached as **Exhibit E**. The name and address of the geotechnical engineering firm and the professional engineer registered in Kentucky who prepared the report are included as part of **Exhibit E**.

8. A list of public utilities, corporations, and/or persons with whom the proposed WCF is likely to compete is attached as **Exhibit F**. Maps of suitable scale showing the location of the proposed WCF as well as the location of any like facilities owned by others located anywhere within the map area are also included in **Exhibit F**.

9. Filing with the Federal Aviation Administration ("FAA") is not necessary due to the height of the proposed tower. The Airspace Study is attached as **Exhibit G**. The Kentucky Airport Zoning Commission does not require a permit for the proposed tower. Verification from John Houlihan, Administrator for the Kentucky Airport Zoning Commission, is included as part of **Exhibit G**.

10. The Applicant operates on frequencies licensed by the Federal Communications Commission ("FCC") pursuant to applicable federal

requirements. Copies of the license(s) are attached as **Exhibit H**. The WCF has been designed, and will be built and operated in accordance with all applicable FCC and FAA regulations as indicated in the statement from Applicant's RF Design Engineer included as **Exhibit N**. Appropriate FCC required signage will be posted on the site.

11. Based on the review of Federal Emergency Management Agency Flood Insurance Rate Map, the licensed, professional land surveyor has noted in **Exhibit B** that the Flood Insurance Rate Map (FIRM) No. 2103380003A dated March 3, 1978, indicates that the proposed WCF is not located within any flood hazard area.

12. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced. Project Manager for the site is Chad Goughnour, of Nsoro, Inc.

13. Clear directions to the proposed WCF site from the county seat are attached as **Exhibit I**, including the name and telephone number of the preparer. A copy of the lease for the property on which the tower is proposed to be located is included as part of **Exhibit I**.

14. Applicant has notified, by certified mail, return receipt requested, every person of the proposed construction who, according to the records of the Hickman and Fulton County Property Valuation Administrators, owns property which is within 500 feet of the proposed tower or is contiguous to the site property. Applicant included in said notices the docket number under which the Application will be processed and informed each person of his or her right to request intervention. A list of the property owners who received notices along with the notices are attached as **Exhibit J**.

15. Applicant has notified the Hickman County Judge Executive by certified mail, return receipt requested, of the proposed construction. The notice included the docket number under which the Application will be processed and informed the Hickman County Judge Executive of his right to request intervention. A copy of the notice is attached as **Exhibit K**.

16. Pursuant to 807 KAR 5:063, Applicant affirms that two notice signs measuring at least two feet by four feet in size with all required language in letters of required height have been posted in a visible location on the proposed site and on the nearest road. Copies of the signs are attached as **Exhibit L**. Such signs shall remain posted for at least two weeks after filing the Application. Notice of the proposed construction has been posted in a newspaper of general circulation in the county in which the construction is proposed (*Hickman County Gazette*).

17. The site of the proposed WCF is located in an undeveloped, rural area near Moscow, Kentucky.

18. Applicant has considered the likely effects of the proposed construction on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate service to the area can be provided. Applicant carefully evaluated locations within the search area for co-location opportunities and found no suitable towers or other existing structures that met the requirements necessary in providing adequate service to the area. A statement from Applicant's RF Design Engineer is attached as **Exhibit N**. When suitable towers or structures exist, Applicant has attempted to co-locate on towers designed to host multiple wireless service providers' facilities or existing structures, such as a telecommunications tower or another suitable structure capable of supporting the Applicant's facilities.

19. A map of the area in which the proposed WCF is located, that is drawn to scale and that clearly depicts the search area in which a site should, pursuant to radio frequency requirements, be located is attached as **Exhibit M**.

20. Correspondence and communication with regard to this Application should be directed to:

Todd R. Briggs
Briggs Law Office, PSC
1301 Clear Springs Trace
Suite 205
Louisville, KY 40223
(502) 412-9222
todd@briggslawoffice.net

WHEREFORE, Applicant respectfully requests that the PSC accept the foregoing application for filing and enter an order granting a Certificate of Public Convenience and Necessity to Applicant for construction and operation of the proposed WCF and providing for such other relief as is necessary and appropriate.

Respectfully submitted,

Todd R. Briggs
Briggs Law Office, PSC
1301 Clear Springs Trace
Suite 205
Louisville, KY 40223
Telephone 502-412-9222
Counsel for New Cingular Wireless PCS, LLC

Mary K. Keyer
General Attorney
AT&T Kentucky
601 W. Chestnut Street
Room 407
Louisville, KY 40203

LIST OF EXHIBITS

Exhibit A	Certificate of Authorization
Exhibit B	Site Development Plan and Survey
Exhibit C	Vertical Tower Profile
Exhibit D	Structural and Foundation Design Report
Exhibit E	Geotechnical Engineering Report
Exhibit F	Competing Utilities List and Map of Like Facilities, General Area
Exhibit G	FAA Airspace Study KAZC Documentation
Exhibit H	FCC Documentation
Exhibit I	Directions to Site and Copy of Lease Agreement
Exhibit J	Notification Listing and Copy of Property Owner Notifications
Exhibit K	Copy of County Judge Executive Notice
Exhibit L	Copy of Posted Notices
Exhibit M	Map of Search Area
Exhibit N	RF Engineer Statements

Exhibit A

Commonwealth of Kentucky
Trey Grayson, Secretary of State

Trey Grayson
Secretary of State
P. O. Box 718
Frankfort, KY 40602-0718
(502) 564-3490
http://www.sos.ky.gov

Certificate of Authorization

Authentication number: 104309
Visit http://apps.sos.ky.gov/business/obdb/certvalidate.aspx to authenticate this certificate.

I, Trey Grayson, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

NEW CINGULAR WIRELESS PCS, LLC

, a limited liability company authorized under the laws of the state of Delaware, is authorized to transact business in the Commonwealth of Kentucky, and received the authority to transact business in Kentucky on October 14, 1999.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that an application for certificate of withdrawal has not been filed; and that the most recent annual report required by KRS 275.190 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 30th day of September, 2010, in the 219th year of the Commonwealth.

COMMONWEALTH OF KENTUCKY
OFFICE OF SECRETARY OF STATE

Trey Grayson
Secretary of State
Commonwealth of Kentucky
104309/0481848

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "AT&T WIRELESS PCS, LLC", CHANGING ITS NAME FROM "AT&T WIRELESS PCS, LLC" TO "NEW CINGULAR WIRELESS PCS, LLC", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF OCTOBER, A.D. 2004, AT 11:07 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE TWENTY-SIXTH DAY OF OCTOBER, A.D. 2004, AT 7:30 O'CLOCK P.M.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2445544 8100

040770586

AUTHENTICATION: 3434823

DATE: 10-26-04

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:20 AM 10/26/2004
FILED 11:07 AM 10/26/2004
SRV 040770586 - 2445544 FILE

CERTIFICATE OF AMENDMENT TO THE CERTIFICATE OF FORMATION OF AT&T WIRELESS PCS, LLC

1. The name of the limited liability company is AT&T Wireless PCS, LLC (the "Company").

2. The Certificate of Formation of the Company is amended by deleting the first paragraph in its entirety and replacing it with a new first paragraph to read as follows:

   "**FIRST:** The name of the limited liability company is New Cingular Wireless PCS, LLC."

3. The Certificate of Amendment shall be effective at 7:30 p.m. EDT on October 26, 2004.

[Signature on following page]

IN WITNESS WHEREOF, AT&T Wireless PCS, LLC has caused this Certificate of Amendment to be executed by its duly authorized Manager this 27th day of October, 2004.

AT&T WIRELESS PCS, LLC

By: Cingular Wireless LLC, its Manager

By: _____
Name: Joanne Todaro
Title: Assistant Secretary

STATE OF DELAWARE

CERTIFICATE OF FORMATION OF

AT&T WIRELESS PCS, LLC

The undersigned authorized person hereby executes the following Certificate of Formation for the purpose of forming a limited liability company under the Delaware Limited Liability Company Act.

FIRST: The name of the limited liability company is AT&T Wireless PCS, LLC.

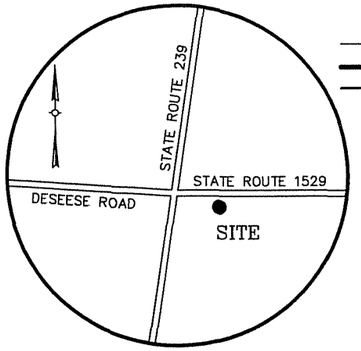
SECOND: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

DATED this 7 day of September, 1999.

AT&T WIRELESS SERVICES, INC.,
As Authorized Person

Mark U. Thomas, Vice President

Exhibit B



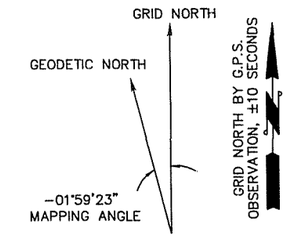
LOCATION MAP
CLINTON, HICKMAN CO., KY
NOT TO SCALE

LEGEND

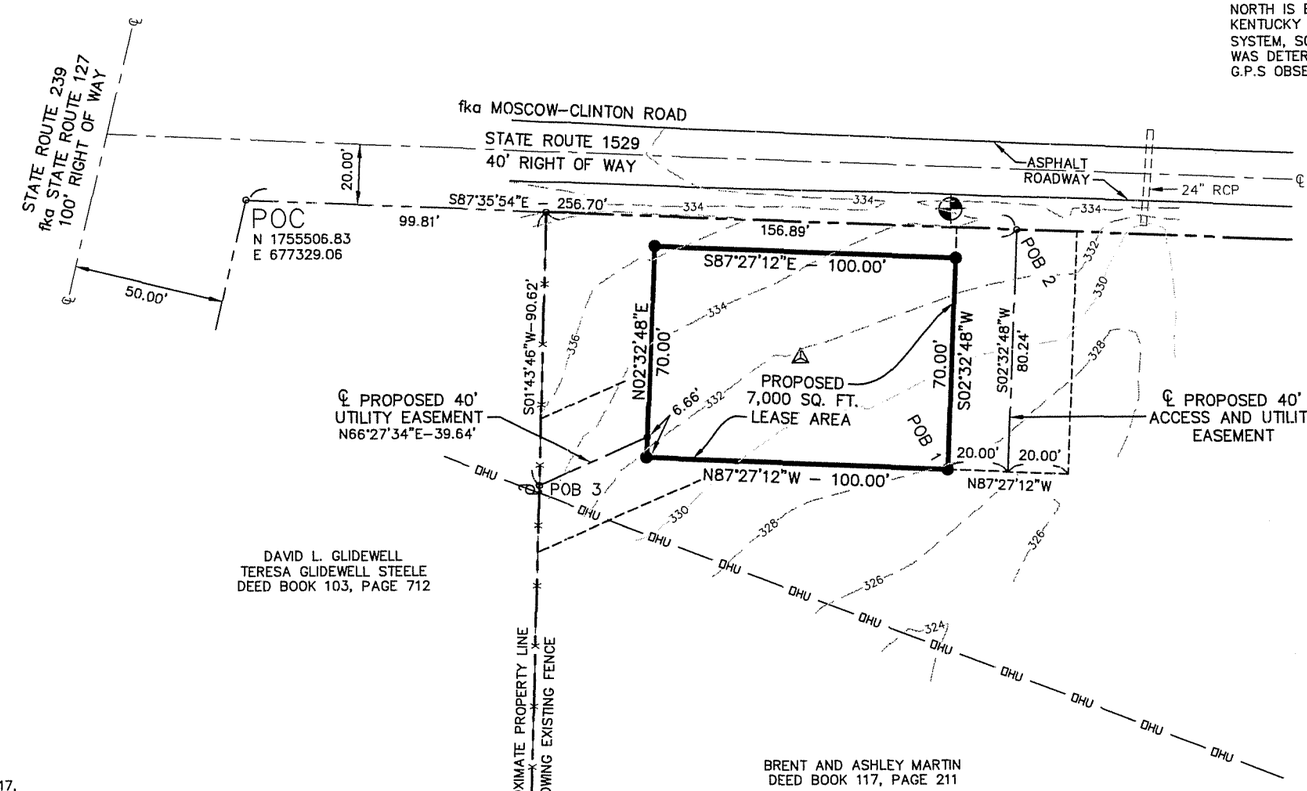
DHU	EXISTING OVERHEAD UTILITIES
	LEASE LINE
	APPROXIMATE PROPERTY LINE
	UTILITY POLE
	SET #5 REBAR WITH CAP STAMPED "JOHN THOMAS #3259" UNLESS OTHERWISE NOTED
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING

BENCHMARK
NORTH: 1755499.47
EAST: 677566.06
ELEVATION: 334.24 (NAVD 88)
LOCATION: #5 REBAR WITH CAP "BTM TRAVERSE"

COORDINATE POINT LOCATION
PROPOSED TOWER CENTERLINE
NAD 1983
LATITUDE: 36°36'12.122"N
LONGITUDE 89°01'51.100"W
ELEVATION: 331.81 (NAVD 88)
STATE PLANE COORDINATE
NORTHING: 1755453.99
EASTING: 677513.59



NORTH IS BASED ON GRID NORTH KENTUCKY STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1983) AND WAS DETERMINED BY COMPUTATION FROM G.P.S OBSERVATION ON AUGUST 3, 2010.



LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT AND SURVEY WERE MADE UNDER MY SUPERVISION, AND THAT THE ANGULAR AND LINEAR MEASUREMENTS AS WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS MADE BY METHOD OF RANDOM TRAVERSE WITH SIDESHOTS. THE UNADJUSTED CLOSURE RATIO OF THE TRAVERSE WAS GREATER THAN 1:5,000. THIS SURVEY MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR A CLASS "B" SURVEY AS ESTABLISHED BY THE STATE OF KENTUCKY PER 201 KAR 18:150.

JOHN M. THOMAS, PLS 3259 — DATE 1-1-10

OWNER APPROVAL: _____ DATE _____

OWNER APPROVAL: _____ DATE _____

OWNER APPROVAL: _____ DATE _____

AT&T APPROVAL: _____ DATE _____

LEGAL DESCRIPTIONS

THIS IS THE DESCRIPTION FOR AT&T, FOR AN AREA TO BE LEASED FROM A TRACT OF LAND CONVEYED TO BRENT AND ASHLEY MARTIN BY DEED OF RECORD IN DEED BOOK 117, PAGE 211 IN THE OFFICE OF THE COUNTY CLERK OF HICKMAN COUNTY, KENTUCKY AND *FURTHER DESCRIBED AS FOLLOWS:*

DESCRIPTION OF PROPOSED LEASE AREA AND EASEMENTS

NOTE: ALL BEARINGS AND DISTANCES ARE BASED ON GRID NORTH KENTUCKY STATE PLANE COORDINATE SYSTEM SOUTH ZONE NAD 1983.

COMMENCING AT THE SOUTHEAST INTERSECTION OF RIGHT OF WAYS FOR STATE ROUTE 239 (fka STATE ROAD 127) AND STATE ROUTE 1529 AT KENTUCKY STATE PLANE COORDINATE, NORTH 1755506.83 AND EAST 677329.06 SAID POINT OF COMMENCEMENT BEING LOCATED APPROXIMATELY 50.00 FEET EAST OF THE CENTERLINE OF STATE ROUTE 239 AND 20.00 FEET SOUTH OF THE CENTERLINE OF STATE ROUTE 1529. THENCE ALONG THE SOUTH RIGHT OF WAY OF SAID STATE ROUTE 1529, S87°35'54"E, 256.70 FEET; THENCE LEAVING SAID RIGHT OF WAY S02°32'48"W, 80.24 FEET; THENCE N87°27'12"W, 20.00 FEET TO SET #5 REBAR WITH CAP STAMPED "JOHN THOMAS #3259" HEREAFTER REFEREED TO AS SET REBAR AT THE POINT OF BEGINNING 1; THENCE WITH THE PROPOSED LEASE AREA THE FOLLOWING 4 CALLS; N87°27'12"W, 100.00 FEET TO A SET REBAR ; THENCE N02°32'48"E 70.00 FEET TO A SET REBAR; THENCE S87°27'12"E, 100.00 FEET TO A SET REBAR; THENCE S02°32'48"W, 70.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 7,000 SQUARE FEET.

ALSO, THE RIGHT TO USE FOR ACCESS AND UTILITIES TO THE ABOVE DESCRIBED LEASE AREA, A 40-FOOT WIDE EASEMENT BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST INTERSECTION OF RIGHT OF WAYS FOR STATE ROUTE 239 (fka STATE ROAD 127) AND STATE ROUTE 1529 AT KENTUCKY STATE PLANE COORDINATE, NORTH 1755506.83 AND EAST 677329.06 SAID POINT OF COMMENCEMENT BEING LOCATED APPROXIMATELY 50.00 FEET EAST OF THE CENTERLINE OF STATE ROUTE 239 AND 20.00 FEET SOUTH OF THE CENTERLINE OF STATE ROUTE 1529. THENCE ALONG THE SOUTH RIGHT OF WAY OF SAID STATE ROUTE 1529, S87°35'54"E, 256.70 FEET TO THE POINT OF BEGINNING 2; THENCE LEAVING SAID RIGHT OF WAY AND WITH SAID 40-FOOT WIDE EASEMENT CENTERLINE, S02°32'48"W, 80.24 FEET TO THE TERMINATION OF SAID EASEMENT CENTERLINE.

ALSO, THE RIGHT TO USE FOR UTILITIES TO THE ABOVE DESCRIBED LEASE AREA, A 40-FOOT WIDE EASEMENT BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST INTERSECTION OF RIGHT OF WAYS FOR STATE ROUTE 239 (fka STATE ROAD 127) AND STATE ROUTE 1529 AT KENTUCKY STATE PLANE COORDINATE, NORTH 1755506.83 AND EAST 677329.06 SAID POINT OF COMMENCEMENT BEING LOCATED APPROXIMATELY 50.00 FEET EAST OF THE CENTERLINE OF STATE ROUTE 239 AND 20.00 FEET SOUTH OF THE CENTERLINE OF STATE ROUTE 1529. THENCE ALONG THE SOUTH RIGHT OF WAY OF SAID STATE ROUTE 1529, S87°35'54"E, 99.81 FEET; THENCE S01°43'46"W, 90.62 FEET TO THE POINT OF BEGINNING 3; THENCE WITH SAID 40-FOOT WIDE EASEMENT CENTERLINE, N66°27'34"E, 39.64 FEET TO THE TERMINATION OF SAID EASEMENT CENTERLINE IN THE WEST LINE OF THE ABOVE DESCRIBED LEASE AREA AS SHOWN ON A PARTIAL BOUNDARY SURVEY BY JOHN M. THOMAS, PLS 3259 OF BTM ENGINEERING, INC, DATED AUGUST 2010, PROJECT NO. "NSORO-MOSCOW".

GRAPHIC SCALE
50 0 25 50
1 INCH = 50 FT.

NOTE

1. THIS SURVEY IS SUBJECT TO ALL EXISTING EASEMENTS, RESTRICTIONS, EXCEPTIONS, SERVITUDE'S, RIGHT OF WAYS AND PRIOR LEASES WHETHER SHOWN HEREON OR NOT. A TITLE REPORT MAY REVEAL EASEMENTS OR OTHER DEFECTS WHETHER SHOWN HEREON OR NOT.

FLOOD PLAIN CERTIFICATION

I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 21033B0003A DATED MARCH 3, 1978 AND THE LEASE AREA DOES NOT APPEAR TO BE IN A FLOOD HAZARD AREA.

at&t

nsoro
It's just good business.

BTM ENGINEERING, INC.
3001 TAYLOR SPRINGS DRIVE
LOUISVILLE, KENTUCKY 40220
(502) 459-8402 PHONE
(502) 459-8427 FAX

1-1-10
STATE OF KENTUCKY
JOHN M. THOMAS
3259
LICENSED PROFESSIONAL LAND SURVEYOR

SITE NAME: MOSCOW

SITE I.D.: EV3163

SITE ADDRESS: 5151 STATE ROUTE 1529
CLINTON, HICKMAN COUNTY, KY 42031

LEASE AREA: 7,000 SQ. FT.

PROPERTY OWNER: BRENT AND ASHLEY MARTIN
1521 COUNTY ROAD 1106
FANCY FARM, KY 42039

TAX MAP NUMBER: 36

PARCEL NUMBER: 15

SOURCE OF TITLE: DEED BOOK 117, PAGE 211

LATITUDE: 36° 36' 12.122"N
LONGITUDE: 89° 01' 51.100"W

NO.	REVISION/ISSUE	DATE
1	ISSUE	08/17/10
2	ADD UTILITY EASEMENT	10/27/10

TITLE: COMMUNICATIONS SITE SURVEY

SHEET: C-2

SITE PLAN NOTES

1. THE PROPOSED DEVELOPMENT IS FOR A 195 FOOT MONOPOLE AND MULTIPLE EQUIPMENT LOCATIONS. ITS LOCATION IS 5151 STATE ROUTE 1529, CLINTON, KY 42031.

2. THE TOWER WILL BE ACCESSED BY A PROPOSED STABILIZED DRIVE FROM AN EXISTING GRAVEL ROAD (STATE ROUTE 1529). WATER, SANITARY SEWER, AND WASTE COLLECTIONS SERVICES ARE NOT REQUIRED FOR THE PROPOSED DEVELOPMENT.

3. CENTERLINE OF PROPOSED TOWER GEOGRAPHIC LOCATIONS:
   LATITUDE: 36° 36' 12.122" N 1755453.99 N
   LONGITUDE: 89° 01' 51.100" W677513.59 E

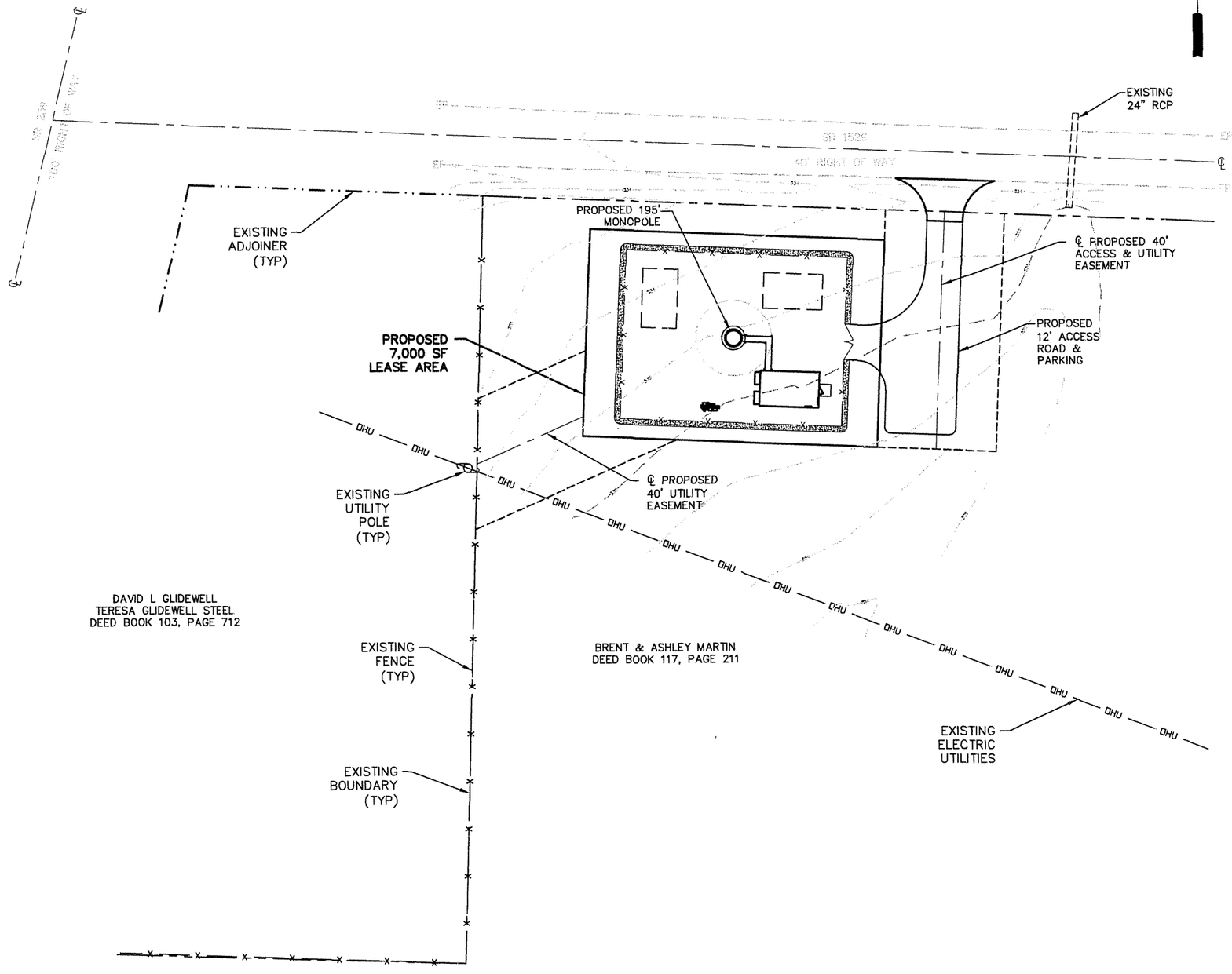
4. REMOVE ALL VEGETATION, CLEAN AND GRUBB LEASE AREA (WHERE REQUIRED).

5. FINISH GRADING TO PROVIDE EFFECTIVE DRAINAGE WITH A SLOPE OF NO LESS THAN ONE EIGHTH INCH (1/8") PER FOOT FLOWING AWAY FROM EQUIPMENT FOR A MINIMUM DISTANCE OF SIX FEET (6') IN ALL DIRECTIONS.

6. LOCATE ALL U.G. UTILITIES PRIOR TO ANY CONSTRUCTION.

7. COMPOUND FINISHED SURFACE TO BE FENCED

UNDERGROUND UTILITIES
CALL 2 WORKING DAYS
BEFORE YOU DIG
INDIANA 1-800-382-5544
KENTUCKY 1-800-752-6007
OR DIAL 811
UTILITIES PROTECTION SERVICE
NON-MEMBERS MUST CALL DIRECTLY



LEGEND

——E——	EXISTING OVERHEAD ELECTRIC
——T——	EXISTING OVERHEAD TELEPHONE
— —UE— —UE—	EXISTING UNDERGROUND ELECTRIC
— —UT— —UT—	EXISTING UNDERGROUND TELEPHONE
——UE——	PROPOSED UNDERGROUND ELECTRIC
——UT——	PROPOSED UNDERGROUND TELEPHONE
——x——x——	FENCE LINE
	POWER POLE
TELE. PED	TELEPHONE PEDESTAL
	WATER VALVES
	FIRE HYDRANTS
	BOLLARDS

GRAPHIC SCALE
20' 0 20' 40' 80'
1 INCH = 40 FT.

at&t

nsoro
It's just good business.

BTM Engineering, Inc.
3001 TAYLOR SPRINGS DRIVE
LOUISVILLE, KENTUCKY 40220
(502) 459-8402 PHONE
(502) 459-8427 FAX

STATE OF KENTUCKY
WOODROW W MARCUM JR
13602
LICENSED PROFESSIONAL ENGINEER

SITE NAME: MOSCOW
SITE ID NUMBER: EV3163
SITE ADDRESS: 5151 STATE ROUTE 1529 CLINTON, KY 42031
LATITUDE: 36° 36' 12.122" N
LONGITUDE: 89° 01' 51.100" W
TAX MAP NUMBER: 36
PARCEL NUMBER: 15
SOURCE OF TITLE: DEED BOOK 117, PAGE 211
PROPERTY OWNER: BRENT & ASHLEY MARTIN 1521 COUNTY ROAD 1106 FANCY FARM, KY 42039

NO	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	10/13/10
2	ISSUE FOR ZONING	10/27/10

TITLE: OVERALL SITE LAYOUT

SHEET: Z-2

SITE PLAN NOTES

1. THE PROPOSED DEVELOPMENT IS FOR A 195 FOOT MONOPOLE AND MULTIPLE EQUIPMENT LOCATIONS. ITS LOCATION IS 5151 STATE ROUTE 1529, CLINTON, KY 42031.

2. THE TOWER WILL BE ACCESSED BY A PROPOSED STABILIZED DRIVE FROM AN EXISTING GRAVEL ROAD (STATE ROUTE 1529). WATER, SANITARY SEWER, AND WASTE COLLECTIONS SERVICES ARE NOT REQUIRED FOR THE PROPOSED DEVELOPMENT.

3. CENTERLINE OF PROPOSED TOWER GEOGRAPHIC LOCATIONS:
   LATITUDE: 36° 36' 12.122" N 1755453.99 N
   LONGITUDE: 89° 01' 51.100" W677513.59 E

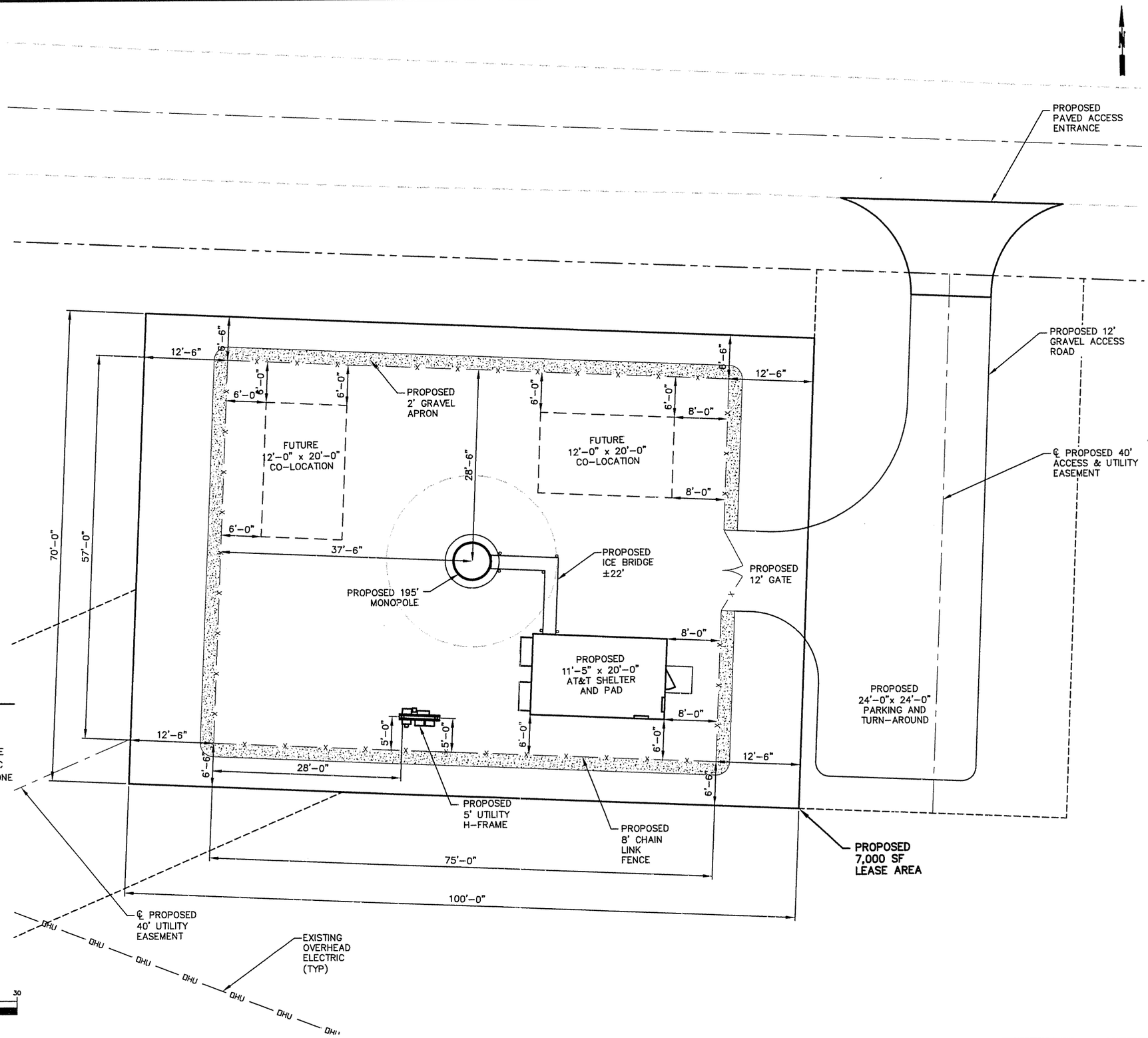
4. REMOVE ALL VEGETATION, CLEAN AND GRUBB LEASE AREA (WHERE REQUIRED).

5. FINISH GRADING TO PROVIDE EFFECTIVE DRAINAGE WITH A SLOPE OF NO LESS THAN ONE EIGHTH INCH (1/8") PER FOOT FLOWING AWAY FROM EQUIPMENT FOR A MINIMUM DISTANCE OF SIX FEET (6') IN ALL DIRECTIONS.

6. LOCATE ALL U.G. UTILITIES PRIOR TO ANY CONSTRUCTION.

7. COMPOUND FINISHED SURFACE TO BE FENCED

UNDERGROUND UTILITIES
CALL 2 WORKING DAYS
BEFORE YOU DIG
INDIANA 1-800-382-5544
KENTUCKY 1-800-752-6007
OR DIAL 811
UTILITIES PROTECTION SERVICE
NON-MEMBERS MUST CALL DIRECTLY



LEGEND

- E — EXISTING OVERHEAD ELECTRIC
- T — EXISTING OVERHEAD TELEPHONE
- UE — EXISTING UNDERGROUND ELECTRIC
- UT — EXISTING UNDERGROUND TELEPHONE
- —UE— —UE— PROPOSED UNDERGROUND ELECTRIC
- —UT— —UT— PROPOSED UNDERGROUND TELEPHONE
- x x FENCE LINE
- POWER POLE
- TELE. PED — TELEPHONE PEDESTAL
- WATER VALVES
- FIRE HYDRANTS
- BOLLARDS

GRAPHIC SCALE
7.50 3.75 0 3.75 7.50 15 30
(IN FEET)
1 inch = 15 ft.

at&t

nsoro
It's just good business.

BTM Engineering, Inc.
3001 TAYLOR SPRINGS DRIVE
LOUISVILLE, KENTUCKY 40220
(502) 459-8402 PHONE
(502) 459-8427 FAX

STATE OF KENTUCKY
WOODROW W MARCUM JR
13602
LICENSED PROFESSIONAL ENGINEER

SITE NAME: MOSCOW

SITE ID NUMBER: EV3163

SITE ADDRESS: 5151 STATE ROUTE 1529 CLINTON, KY 42031

LATITUDE: 36° 36' 12.122" N
LONGITUDE: 89° 01' 51.100" W

TAX MAP NUMBER: 36

PARCEL NUMBER: 15

SOURCE OF TITLE: DEED BOOK 117, PAGE 211

PROPERTY OWNER:
BRENT & ASHLEY MARTIN
1521 COUNTY ROAD 1106
FANCY FARM, KY 42039

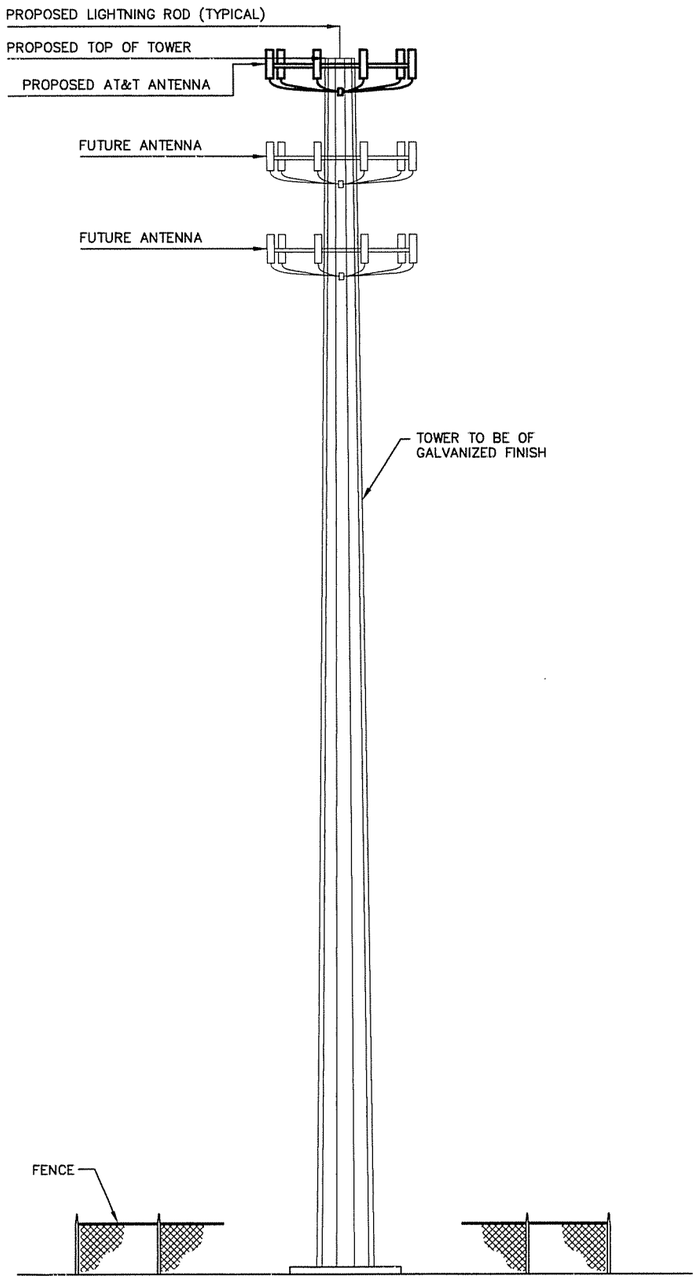
NO	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	10/13/10
2	ISSUE FOR ZONING	10/27/10

TITLE: SITE LAYOUT

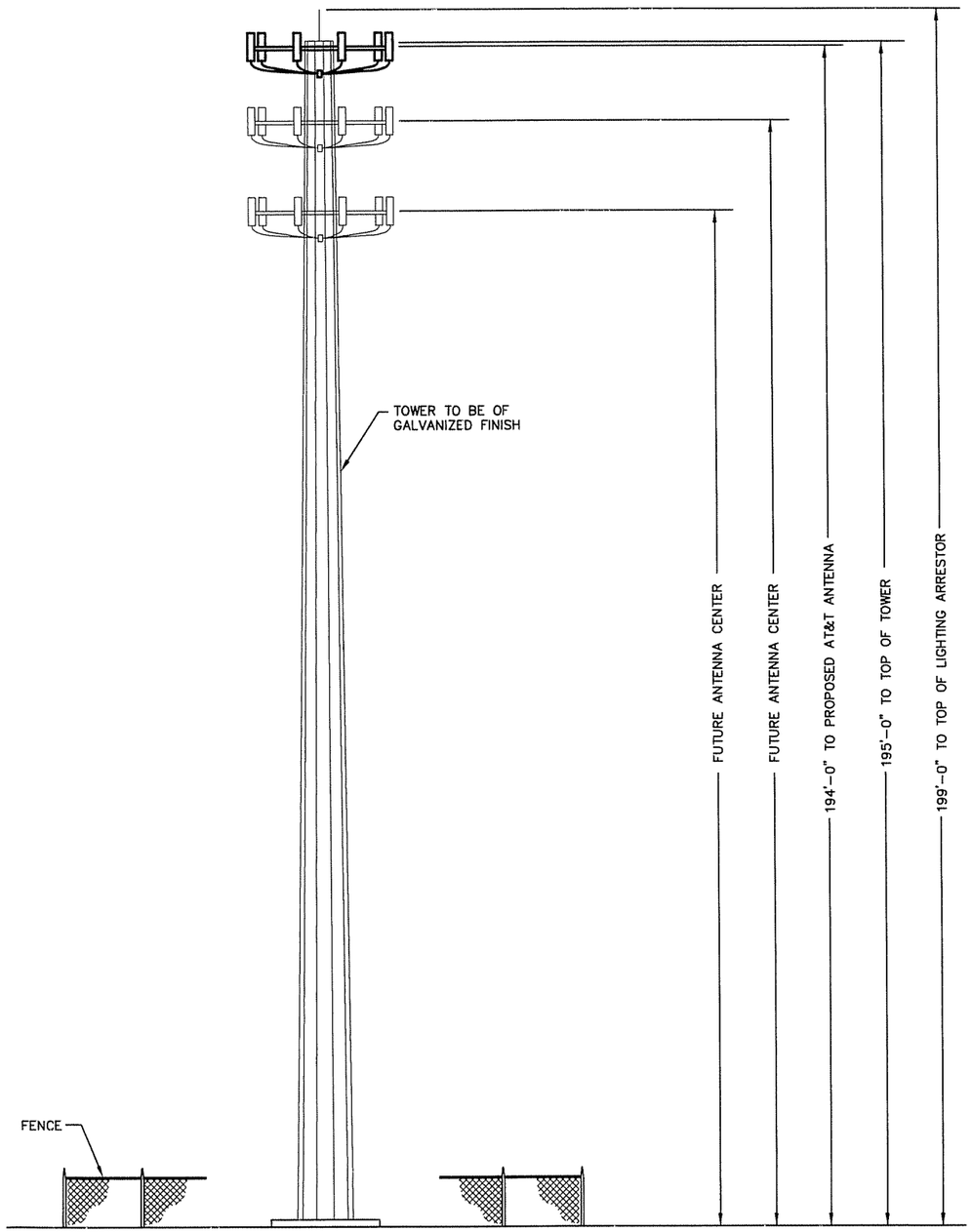
SHEET: Z-3

Exhibit C

NOTE:
THE ELEVATIONS SHOWN ON THIS SHEET ARE FOR PICTORIAL PURPOSES ONLY. THIS DESIGN WAS PROVIDED BY OTHERS. REFER TO TOWER PLANS FOR TOWER DESIGN.



NORTH ELEVATION
NOT TO SCALE



SOUTH ELEVATION
NOT TO SCALE

at&t

nsoro
It's just good business.

BTM Engineering, Inc.
3001 TAYLOR SPRINGS DRIVE
LOUISVILLE, KENTUCKY 40220
(502) 459-8402 PHONE
(502) 459-8427 FAX

STATE OF KENTUCKY
WOODROW W MARCUM JR
13602
LICENSED PROFESSIONAL ENGINEER

SITE NAME: MOSCOW

SITE ID NUMBER: EV3163

SITE ADDRESS: 5151 STATE ROUTE 1529
CLINTON, KY 42031

LATITUDE: 36° 36' 12.122" N
LONGITUDE: 89° 01' 51.100" W

TAX MAP NUMBER: 36

PARCEL NUMBER: 15

SOURCE OF TITLE: DEED BOOK 117, PAGE 211

PROPERTY OWNER:
BRENT & ASHLEY MARTIN
1521 COUNTY ROAD 1106
FANCY FARM, KY 42039

NO	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	10/13/10
2	ISSUE FOR ZONING	10/27/10

TITLE: NORTH & SOUTH ELEVATIONS

SHEET: Z-5

Exhibit D

Sabre™
Towers & Poles

Structural Design Report

195' Monopole
located at: Moscow, KY

prepared for: NSORO MASTEC LLC
by: Sabre Towers & Poles ™

Job Number: 35320

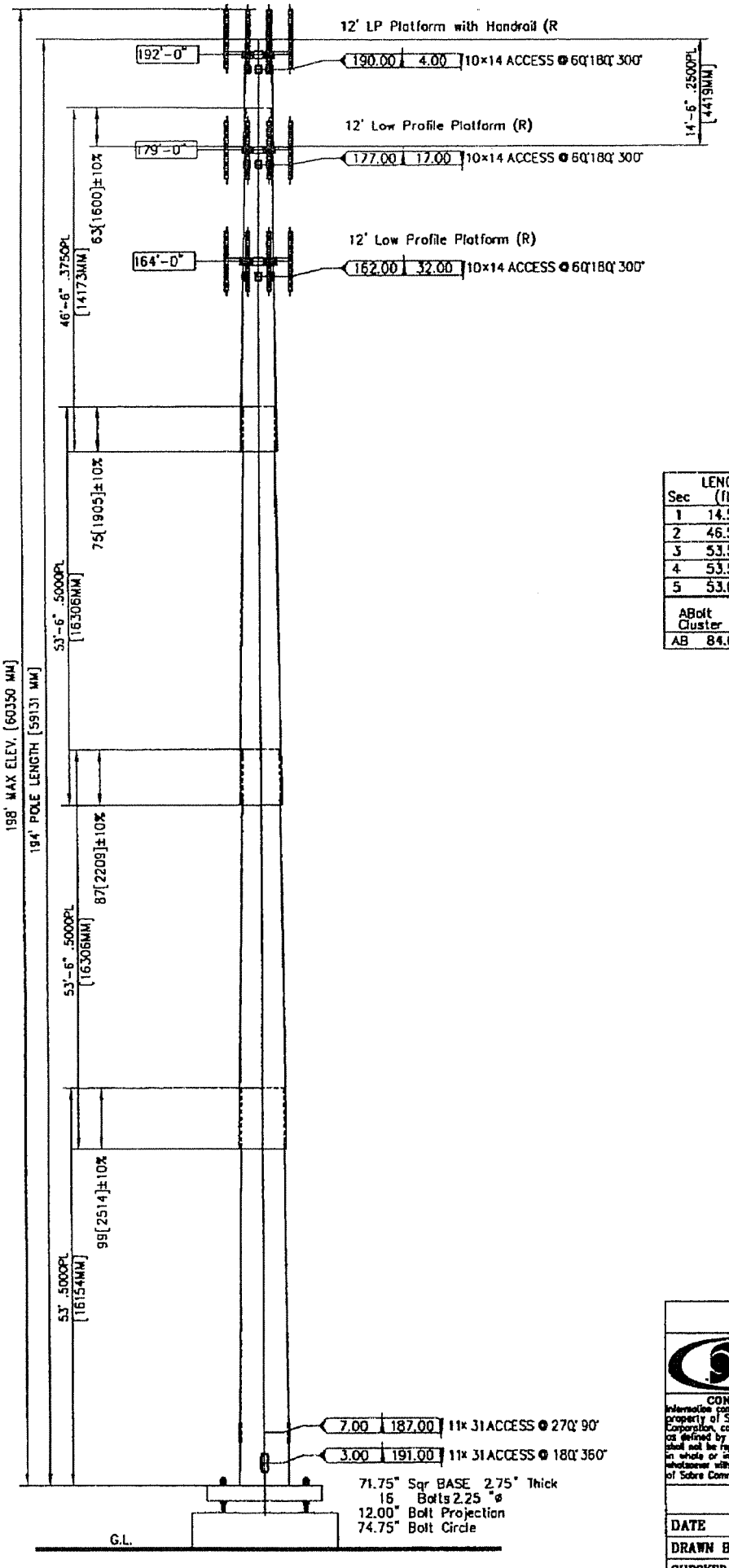
October 12, 2010

10/12/10

Monopole by TRJ

Foundation by RFB

Approved by KJT



POLE SPECIFICATIONS		
POLE HEIGHT	194.00	FEET
TAPER	.1900	IN/FT
POLE SHAPE	18	SIDED POLYGON
ORIENTATION	FLAT-FLAT	

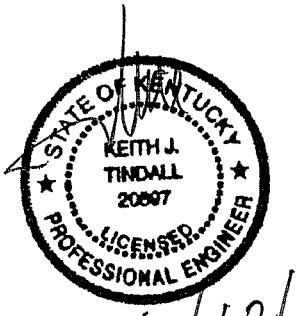
Lev	Qty	Elev (ft)	Future	DESCRIPTION APPURTENANCE / ANTENNA
1	1	192.00		12' LP Platform with Handrail (R
	12	194.00		8' X 1' X 3IN PANEL
2	1	179.00	F	12' Low Profile Platform (R)
	12	179.00	F	8' X 1' X 3IN PANEL
3	1	164.00	F	12' Low Profile Platform (R)
	12	164.00	F	8' X 1' X 3IN PANEL

Load Case DESCRIPTION	Wind (mph)	OLF Vert	Rad Ice	Factors Gust	Cf	Wind (psf)
1) 3s Gusted Wind	90.0	1.20		1.10	.65	34.7
2) 3s Gusted Wind 0.9	90.0	.90		1.10	.65	34.7
3) 3s Gusted Wind&Ice	30.0	1.20	.75	1.10	1.20	2.4
4) Service Loads	60.0	1.00		1.10	.65	8.6

Load Case DESCRIPTION	Res. Base Axial (kips)	Shear (kips)	Mom (ft-k)	Disp DEFL. (ft)	ΘTop SWAY (deg)
1) 3s Gusted Wind	75.9	41.5	5685	8.1	4.03
2) 3s Gusted Wind 0.9	57.1	41.4	5635	8.0	3.98
3) 3s Gusted Wind&Ice	95.1	4.4	554	.8	.36
4) Service Loads	62.6	10.3	1407	2.0	1.00

Sec	LENGTH (ft)	Flat-Flat TOPø	BOTø	THICK (in)	WEIGHT (lbs)	STEEL SPEC	FINISH
1	14.50	34.00	36.76	.2500	1600	A572-65	Galv
2	46.50	35.26	44.09	.3750	8100	A572-65	Galv
3	53.50	42.15	52.32	.5000	14400	A572-65	Galv
4	53.50	49.94	60.11	.5000	16800	A572-65	Galv
5	53.00	57.54	67.61	.5000	19900	A572-65	Galv
				TOTAL	60800		
ABolt Cluster		Boltø	Holeø				
AB	84.00	2.25	2.625		2300	A615-75	Galv-18"

1) FULL HEIGHT STEP BOLTS
2) ANTENNA FEED LINES RUN INSIDE POLE
3) THE MONOPOLE WAS DESIGNED IN ACCORDANCE WITH ANSI/TIA-222-G, STRUCTURE CLASS II, EXPOSURE CATEGORY C, TOPOGRAPHIC CATEGORY 1.
4) THIS STRUCTURE HAS BEEN DESIGNED TO SUPPORT TWELVE (12) 8' x 1' x 3" ANTENNAS OR TWO (2) 8' HP DISHES AT THE 165', 180', AND 195' ELEVATIONS, BUT NOT BOTH SIMULTANEOUSLY.



10/12/10

NSORO MASTEC LLC

Sabre Towers & Poles

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

195.00 MONOPOLE

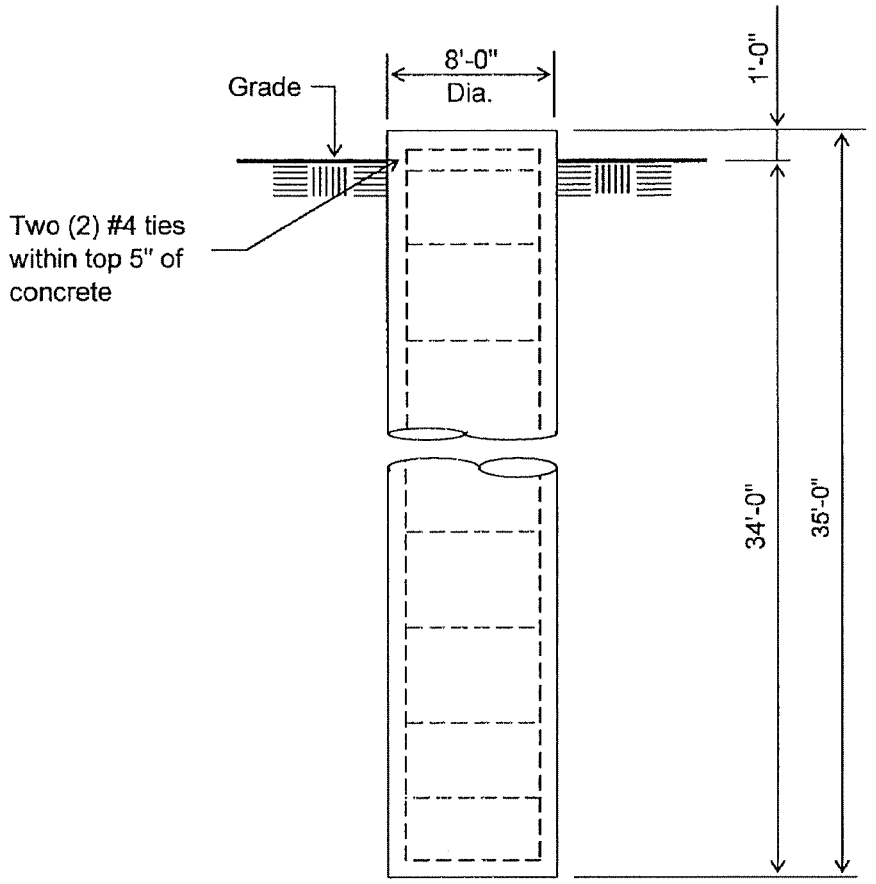
DATE	
DRAWN BY	_
CHECKED BY	REB

SIZE	DRAWING NO.	REV
A		_

REFERENCE DRAWING	SCALE	PAGE
	N.T.S.	1

Customer: NSORO MASTEC LLC
Site: Moscow, KY

195' Monopole at
90 mph Wind with no ice and 30 mph Wind with 0.75 in. Ice per ANSI/TIA-222-G-2005.
Antenna Loading per Page 1



ELEVATION VIEW
(65.16 Cu. Yds. each)
(1 REQUIRED; NOT TO SCALE)

Notes:

1). Concrete shall have a minimum 28-day compressive strength of 4000 PSI, in accordance with ACI 318-05.

2). Rebars to conform to ASTM specification A615 Grade 60.

3). All rebar to have a minimum of 3" concrete cover.

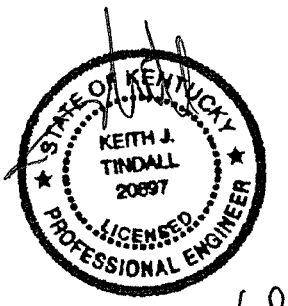
4). All exposed concrete corners to be chamfered 3/4".

5). The foundation design is based on the geotechnical report by ECA project no. L-1040-4, dated: 9/22/10

6). See the geotechnical report for drilled pier installation requirements, if specified.

7). The foundation is based on the following factored loads:
Moment (kip-ft) = 5685.83
Axial (kips) = 75.886
Shear (kips) = 41.469

Rebar Schedule per Pier	
Pier	(38) #9 vertical rebar w/#4 ties, two within top 5" of pier then 12" C/C



10/12/10

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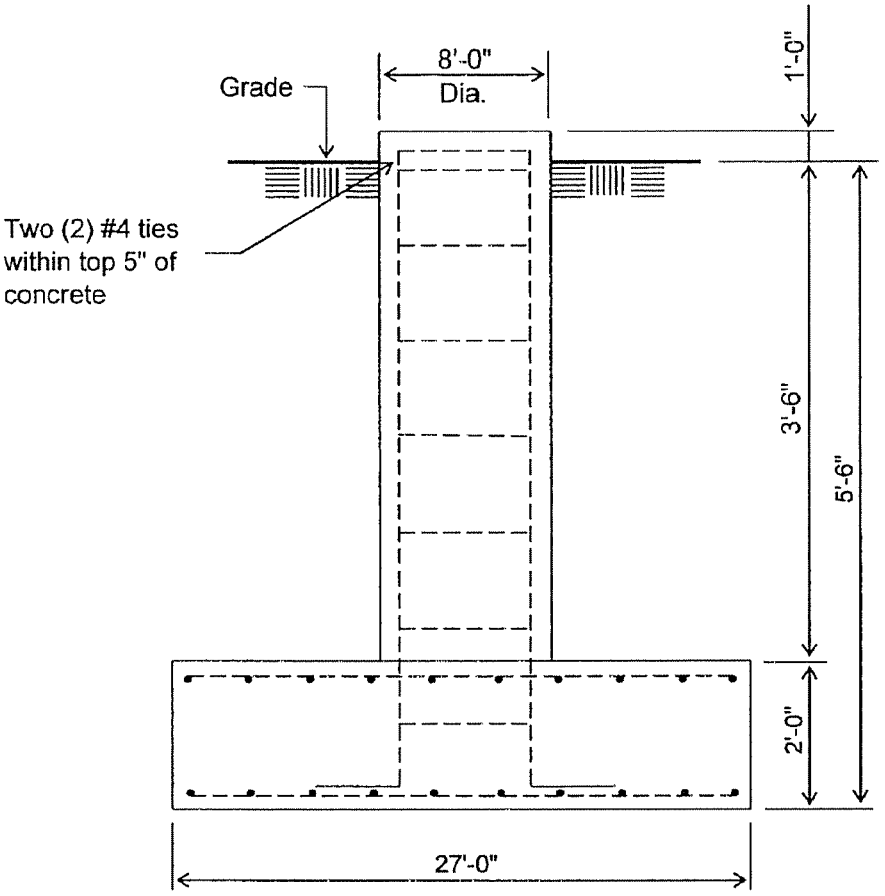
Customer: NSORO MASTEC LLC
Site: Moscow, KY

195' Monopole at
90 mph Wind with no ice and 30 mph Wind with 0.75 in. Ice per ANSI/TIA-222-G-2005.
Antenna Loading per Page 1



ELEVATION VIEW
(62.38 Cu. Yds. each)
(1 REQUIRED; NOT TO SCALE)

Notes:

1). Concrete shall have a minimum 28-day compressive strength of 4000 PSI, in accordance with ACI 318-05

2). Rebar to conform to ASTM specification A615 Grade 60.

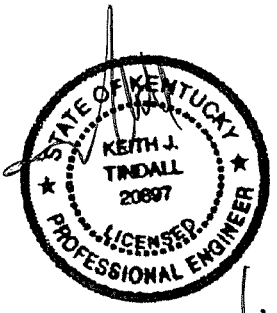
3). All rebar to have a minimum of 3" concrete cover.

4). All exposed concrete corners to be chamfered 3/4".

5). The foundation design is based on the geotechnical report by ECA project no. L-1040-4, dated: 9/22/10

6). See the geotechnical report for compaction requirements, if specified.

7). The foundation is based on the following factored loads:
Moment (kip-ft) = 5685.83
Axial (kips) = 75.886
Shear (kips) = 41.469



10/12/10

Rebar Schedule per Pad and Pier	
Pier	(38) #9 vertical rebar w/hooks at bottom w/#4 ties, two within top 5" of top of pier then 12" C/C
Pad	(45) #8 horizontal rebar evenly spaced each way top and bottom (180 Total)

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SABRE COMMUNICATIONS CORP	JOB: 00-35320	05-Oct-10 11:15
2101 Murray Street	**NSORO MASTEC LLC**	Ph 712.258.6690
Sioux City, IA 51101	**Moscow, KY**	Fx 712.258.8250

TOP	DIAMETER	34.00 in.	[34.52 in. Point-Point]
BOTTOM	DIAMETER	67.61 in.	[68.65 in. Point-Point]
POLE	HEIGHT	194.00 ft.	18 SIDED FLAT ORIENTATION
BASE	HEIGHT	1.00 ft.	ABOVE GROUND
E-MODULUS		29000 ksi	[12000 ksi SHEAR MODULUS]

APPURTENANCES

ATTACH POINTS:

NO.	X,ft	Qty	Description	Status
1	192.00	2	Pipe Mount (8' -10' Dishes)	Initial Appurt
2	179.00	2	Pipe Mount (8' -10' Dishes)	Future Appurt
3	164.00	2	Pipe Mount (8' -10' Dishes)	Future Appurt

Some wind forces may have been derived from full-scale wind tunnel tests.

Pole Section	Bottom X,ft.	Thick in.	Connect Type	LAP in.	Taper in/ft	Length ft.	Weight lbs	Steel Spec	Pole Finish
1	14.50	.25000	SLIP-JNT	63.	.1900	14.50	1375	A572-65	GALVANIZE
2	55.75	.37500	SLIP-JNT	75.	.1900	46.50	7401	A572-65	GALVANIZE
3	103.00	.50000	SLIP-JNT	87.	.1900	53.50	13502	A572-65	GALVANIZE
4	149.25	.50000	SLIP-JNT	99.	.1900	53.50	15752	A572-65	GALVANIZE
5	194.00	.50000	C-WELD		.1900	53.00	17765	A572-65	Special

SECTION PROPERTIES

X,ft	UP,ft	D,in	T,in	Area in^2	Iz in^4	IxIy in^4	SxSy in^3	w/t	d/t	F_y(ksi)	
194.00	.00	34.00	.2500	26.78	7706	3853	223.2	22.22	136.0	65.00	TOP
192.00	2.00	34.38	.2500	27.08	7968	3984	228.2	22.49	137.5	65.00	P01
187.00	7.00	35.33	.2500	27.83	8654	4327	241.2	23.16	141.3	65.00	
184.75	9.25	35.76	.2500	28.17	8972	4486	247.1	23.46	143.0	65.00	Slip-B01
179.75	14.25	36.21	.3750	42.65	13832	6916	376.2	15.26	96.6	65.00	
179.50	14.50	36.26	.3750	42.70	13888	6944	377.2	15.28	96.7	65.00	Slip-T02
179.00	15.00	36.35	.3750	42.82	13998	6999	379.2	15.33	96.9	65.00	P02
174.00	20.00	37.30	.3750	43.95	15138	7569	399.7	15.78	99.5	65.00	
169.00	25.00	38.25	.3750	45.08	16336	8168	420.6	16.22	102.0	65.00	
164.00	30.00	39.20	.3750	46.21	17596	8798	442.1	16.67	104.5	65.00	P03
159.00	35.00	40.15	.3750	47.34	18920	9460	464.1	17.12	107.1	65.00	
154.00	40.00	41.10	.3750	48.47	20308	10154	486.6	17.56	109.6	65.00	
149.00	45.00	42.05	.3750	49.60	21762	10881	509.7	18.01	112.1	65.00	
144.50	49.50	42.91	.3750	50.62	23130	11565	530.9	18.41	114.4	65.00	Slip-B02
139.50	54.50	43.11	.5000	67.61	31004	15502	708.3	13.44	86.2	65.00	
138.25	55.75	43.34	.5000	67.99	31526	15763	716.3	13.52	86.7	65.00	Slip-T03
133.25	60.75	44.29	.5000	69.50	33668	16834	748.6	13.86	88.6	65.00	
128.25	65.75	45.24	.5000	71.00	35908	17954	781.6	14.19	90.5	65.00	
123.25	70.75	46.19	.5000	72.51	38244	19122	815.3	14.53	92.4	65.00	
118.25	75.75	47.14	.5000	74.02	40678	20339	849.8	14.86	94.3	65.00	
113.25	80.75	48.09	.5000	75.53	43216	21608	884.9	15.20	96.2	65.00	
108.25	85.75	49.04	.5000	77.03	45856	22928	920.8	15.53	98.1	65.00	
103.25	90.75	49.99	.5000	78.54	48602	24301	957.4	15.87	100.0	65.00	
98.25	95.75	50.94	.5000	80.05	51452	25726	994.7	16.20	101.9	65.00	Slip-B03
93.25	100.75	50.89	.5000	79.97	51300	25650	992.7	16.18	101.8	65.00	
91.00	103.00	51.32	.5000	80.65	52616	26308	1009.7	16.33	102.6	65.00	Slip-T04
86.00	108.00	52.27	.5000	82.16	55622	27811	1048.0	16.67	104.5	65.00	
81.00	113.00	53.22	.5000	83.66	58742	29371	1087.0	17.00	106.4	65.00	
76.00	118.00	54.17	.5000	85.17	61974	30987	1126.7	17.34	108.3	65.00	
71.00	123.00	55.12	.5000	86.68	65324	32662	1167.1	17.68	110.2	65.00	
66.00	128.00	56.07	.5000	88.19	68792	34396	1208.3	18.01	112.1	65.00	
61.00	133.00	57.02	.5000	89.69	72380	36190	1250.1	18.35	114.0	65.00	
56.00	138.00	57.97	.5000	91.20	76090	38045	1292.6	18.68	115.9	65.00	
53.00	141.00	58.54	.5000	92.11	78378	39189	1318.5	18.88	117.1	65.00	Slip-B04
48.00	146.00	58.49	.5000	92.03	78176	39088	1316.3	18.86	117.0	65.00	
44.75	149.25	59.11	.5000	93.01	80700	40350	1344.6	19.08	118.2	65.00	Slip-T05
39.75	154.25	60.06	.5000	94.51	84688	42344	1388.7	19.42	120.1	65.00	
34.75	159.25	61.01	.5000	96.02	88804	44402	1433.5	19.75	122.0	65.00	
29.75	164.25	61.96	.5000	97.53	93054	46527	1479.1	20.09	123.9	65.00	
24.75	169.25	62.91	.5000	99.04	97434	48717	1525.3	20.42	125.8	65.00	
19.75	174.25	63.86	.5000	100.54	101952	50976	1572.3	20.76	127.7	65.00	
14.75	179.25	64.81	.5000	102.05	106608	53304	1620.0	21.09	129.6	65.00	
9.75	184.25	65.76	.5000	103.56	111402	55701	1668.4	21.43	131.5	65.00	
4.75	189.25	66.71	.5000	105.07	116340	58170	1717.5	21.76	133.4	65.00	
.00	194.00	67.61	.5000	106.50	121162	60581	1764.8	22.08	135.2	65.00	BASE

SABRE COMMUNICATIONS CORP	JOB: 00-35320	05-Oct-10 11:15
2101 Murray Street	NSORO MASTEC LLC	Ph 712.258.6690
Sioux City, IA 51101	Moscow, KY	Fx 712.258.8250

CASE - 1: 3s Gusted Wind — **ANSI-TIA-222-G**

WIND OLF	1.60		GUSTED WIND (3sec)	90.0 mph	144.8 kph
VERTICAL OLF	1.20		EXP-CAT/STRUC CLASS	C-II	
DESIGN ICE	.00	in	EXP-POWER COEFF.	.2105	
GUST FACTOR (Gh)	1.10		REFERENCE HEIGHT	900.0 ft	
FORCE COEFF (Cf)	.65		PRESSURE @ 32.7 ft	34.7 psf	1659.0 Pa
IMPORTANCE FAC (I)	1.00		BASE ABOVE Grd	1.0	
DIRECTION FAC (Kd)	.95		CREST HEIGHT	.0 ft	
TOPOGRAPHIC CAT	1				

APPURTENANCES — **Sabre Areas**

#	Qty	Description	Center Line Elev-Ft	WEIGHT each Lbs	AREA each Ft^2	Tx-CABLE Type	Tx-CABLE Qty	Tx-CABLE #/Ft	WIND Psf	FORCES Tra-Y Kips	FORCES Ax-Z Kips	MOM. Lg-X Ft-K
1	2	Pipe Mount (8' -10' Dishes)	192.0	79	.1				50.4	.01	-.2	.0
	2	HP 8' MICROWAVE (2.00 Ghz)	194.0	600	63.4	1 5/8"	4	1.04	50.5	6.41	-2.4	
2	2	Pipe Mount (8' -10' Dishes)	179.0	79	.1				49.7	.01	-.2	.0
	2	HP 8' MICROWAVE (2.00 Ghz)	179.0	600	63.4	1 5/8"	4	1.04	49.7	6.30	-2.3	
3	2	Pipe Mount (8' -10' Dishes)	164.0	79	.1				48.8	.01	-.2	.0
	2	HP 8' MICROWAVE (2.00 Ghz)	164.0	600	63.4	1 5/8"	4	1.04	48.8	6.18	-2.3	

RESULTS

X, ft	Kzt	WIND psf	ICE in	FORCES,kips ShearX	ShearY	AxiaZ	MOMENTS,ft-kips BendX	BendY	TorqZ	F'y ksi	Inter 4.8.2
194.00	1.00	32.83	.00	.0	.01	-.1	.0	.0	.0	75.25	.000
192.00	1.00	32.76	.00	.0	6.95	-2.6	-13.0	.0	.0	74.93	.012
187.00	1.00	32.58	.00	.0	7.43	-3.1	-48.2	.0	.0	74.14	.038
184.75	1.00	32.49	.00	.0	7.83	-3.8	-65.0	.0	.0	73.79	.050
179.75	1.00	32.31	.00	.0	8.13	-4.3	-104.1	.0	.0	82.55	.046
179.50	1.00	32.30	.00	.0	8.17	-4.4	-106.2	.0	.0	82.55	.047
179.00	1.00	32.28	.00	.0	14.95	-7.0	-110.3	.0	.0	82.55	.049
174.00	1.00	32.09	.00	.0	15.51	-7.9	-184.9	.0	.0	82.55	.077
169.00	1.00	31.89	.00	.0	16.08	-8.9	-262.5	.0	.0	82.30	.104
164.00	1.00	31.69	.00	.0	23.00	-11.9	-342.8	.0	.0	81.78	.130
159.00	1.00	31.49	.00	.0	23.58	-12.8	-457.8	.0	.0	81.25	.166
154.00	1.00	31.28	.00	.0	24.17	-13.9	-575.8	.0	.0	80.73	.200
149.00	1.00	31.06	.00	.0	24.74	-15.1	-696.6	.0	.0	80.20	.232
144.50	1.00	30.86	.00	.0	25.34	-16.7	-807.9	.0	.0	79.73	.259
139.50	1.00	30.64	.00	.0	25.74	-17.8	-935.0	.0	.0	82.55	.217
138.25	1.00	30.58	.00	.0	26.15	-19.2	-966.7	.0	.0	82.55	.222
133.25	1.00	30.35	.00	.0	26.79	-21.0	-1097.5	.0	.0	82.55	.241
128.25	1.00	30.10	.00	.0	27.41	-22.5	-1231.7	.0	.0	82.55	.259
123.25	1.00	29.86	.00	.0	28.03	-24.0	-1368.3	.0	.0	82.55	.276
118.25	1.00	29.60	.00	.0	28.66	-25.6	-1509.2	.0	.0	82.55	.292
113.25	1.00	29.33	.00	.0	29.28	-27.1	-1652.5	.0	.0	82.55	.307
108.25	1.00	29.06	.00	.0	29.91	-28.8	-1798.3	.0	.0	82.55	.321
103.25	1.00	28.77	.00	.0	30.55	-30.8	-1948.3	.0	.0	82.55	.334
98.25	1.00	28.48	.00	.0	31.21	-33.4	-2100.8	.0	.0	82.33	.348
93.25	1.00	28.17	.00	.0	31.67	-35.2	-2256.7	.0	.0	82.35	.374
91.00	1.00	28.03	.00	.0	32.13	-37.0	-2328.3	.0	.0	82.17	.381
86.00	1.00	27.70	.00	.0	32.74	-39.2	-2488.3	.0	.0	81.78	.394
81.00	1.00	27.35	.00	.0	33.33	-41.0	-2652.5	-.1	.0	81.38	.407
76.00	1.00	26.99	.00	.0	33.92	-42.8	-2819.2	-.1	.0	80.99	.419
71.00	1.00	26.62	.00	.0	34.50	-44.6	-2988.3	-.1	.0	80.59	.431
66.00	1.00	26.22	.00	.0	35.07	-46.5	-3160.8	-.1	.0	80.20	.442
61.00	1.00	25.79	.00	.0	35.64	-48.4	-3336.7	-.1	.0	79.80	.454
56.00	1.00	25.34	.00	.0	36.09	-50.2	-3515.0	-.1	.0	79.41	.464
53.00	1.00	25.05	.00	.0	36.55	-52.6	-3623.3	-.1	.0	79.17	.471
48.00	1.00	24.54	.00	.0	37.00	-55.0	-3805.8	-.1	.0	79.19	.495
44.75	1.00	24.19	.00	.0	37.43	-57.4	-3925.8	-.1	.0	78.94	.502
39.75	1.00	23.61	.00	.0	37.94	-59.9	-4113.3	-.1	.0	78.54	.512
34.75	1.00	22.97	.00	.0	38.42	-61.9	-4302.5	-.1	.0	78.15	.521
29.75	1.00	22.25	.00	.0	38.89	-64.0	-4495.0	-.1	.0	77.75	.531
24.75	1.00	21.44	.00	.0	39.35	-66.1	-4689.2	-.1	.0	77.36	.540
19.75	1.00	20.48	.00	.0	39.82	-68.3	-4885.8	-.1	.0	76.97	.548
14.75	1.00	19.33	.00	.0	40.29	-70.5	-5085.0	-.1	.0	76.57	.557
9.75	1.00	19.16	.00	.0	40.76	-72.7	-5286.7	-.1	.0	76.18	.565
4.75	1.00	19.16	.00	.0	41.21	-74.9	-5490.8	-.1	.0	75.78	.573
.00	1.00	19.16	.00	.0	41.47	-75.9	5685.8	.1	.0	75.41	.580

SABRE COMMUNICATIONS CORP
2101 Murray Street
Sioux City, IA 51101

JOB: 00-35320
NSORO MASTEC LLC
Moscow, KY

05-Oct-10 11:15
Ph 712.258.6690
Fx 712.258.8250

DISPLACEMENTS

ELEV	DEFLECTION feet				ROTATION, degrees			
X, ft	X	Y	Z	XY-Result	X	Y	Z	XY-Result
194.00	.00	8.13	-.22	8.13< 4.19%>	-4.03	.00	.00	4.03

SABRE COMMUNICATIONS CORP	JOB: 00-35320	05-Oct-10 11:15
2101 Murray Street	**NSORO MASTEC LLC**	Ph 712.258.6690
Sioux City, IA 51101	**Moscow, KY**	Fx 712.258.8250

CASE - 2: 3s Gusted Wind 0.9 Dead — **ANSI-TIA-222-G**

WIND OLF	1.60	GUSTED WIND (3sec)	90.0 mph	144.8 kph	
VERTICAL OLF	.90	EXP-CAT/STRUC CLASS	C-II		
DESIGN ICE	.00 in	EXP-POWER COEFF.	.2105		
GUST FACTOR (Gh)	1.10	REFERENCE HEIGHT	900.0 ft		
FORCE COEFF (Cf)	.65	PRESSURE @ 32.7 ft	34.7 psf	1659.0 Pa	
IMPORTANCE FAC (I)	1.00	BASE ABOVE Grd	1.0		
DIRECTION FAC (Kd)	.95	CREST HEIGHT	.0 ft		
TOPOGRAPHIC CAT	1				

APPURTENANCES — **Sabre Areas**

#	Qty	Description	Center Line Elev-Ft	WEIGHT each Lbs	AREA each Ft^2	Tx-CABLE Type	Qty	#/Ft	WIND Psf	FORCES Tra-Y Kips	Ax-Z Kips	MOM. Lg-X Ft-K
1	2	Pipe Mount (8' -10' Dishes)	192.0	79	.1				50.4	.01	-.1	.0
	2	HP 8' MICROWAVE (2.00 Ghz)	194.0	600	63.4	1 5/8"	4	1.04	50.5	6.41	-1.8	
2	2	Pipe Mount (8' -10' Dishes)	179.0	79	.1				49.7	.01	-.1	.0
	2	HP 8' MICROWAVE (2.00 Ghz)	179.0	600	63.4	1 5/8"	4	1.04	49.7	6.30	-1.8	
3	2	Pipe Mount (8' -10' Dishes)	164.0	79	.1				48.8	.01	-.1	.0
	2	HP 8' MICROWAVE (2.00 Ghz)	164.0	600	63.4	1 5/8"	4	1.04	48.8	6.18	-1.7	

RESULTS

X, ft	Kzt	WIND psf	ICE in	FORCES,kips ShearX	ShearY	AxiaZ	MOMENTS,ft-kips BendX	BendY	TorqZ	F'y ksi	Inter 4.8.2
194.00	1.00	32.83	.00	.0	.01	-.1	.0	.0	.0	75.25	.000
192.00	1.00	32.76	.00	.0	6.90	-1.9	-13.0	.0	.0	74.93	.011
187.00	1.00	32.58	.00	.0	7.36	-2.2	-48.0	.0	.0	74.14	.037
184.75	1.00	32.49	.00	.0	7.75	-2.7	-64.5	.0	.0	73.79	.049
179.75	1.00	32.31	.00	.0	8.04	-3.2	-103.3	.0	.0	82.55	.045
179.50	1.00	32.30	.00	.0	8.08	-3.2	-105.3	.0	.0	82.55	.046
179.00	1.00	32.28	.00	.0	14.80	-5.1	-109.3	.0	.0	82.55	.048
174.00	1.00	32.09	.00	.0	15.35	-5.7	-183.3	.0	.0	82.55	.076
169.00	1.00	31.89	.00	.0	15.91	-6.4	-260.2	.0	.0	82.30	.102
164.00	1.00	31.69	.00	.0	22.77	-8.6	-339.7	.0	.0	81.78	.128
159.00	1.00	31.49	.00	.0	23.34	-9.3	-453.5	.0	.0	81.25	.163
154.00	1.00	31.28	.00	.0	23.92	-10.1	-570.3	.0	.0	80.73	.197
149.00	1.00	31.06	.00	.0	24.48	-11.0	-689.8	.0	.0	80.20	.228
144.50	1.00	30.86	.00	.0	25.06	-12.2	-800.0	.0	.0	79.73	.256
139.50	1.00	30.64	.00	.0	25.45	-13.1	-925.0	.0	.0	82.55	.214
138.25	1.00	30.58	.00	.0	25.85	-14.1	-957.5	.0	.0	82.55	.219
133.25	1.00	30.35	.00	.0	26.47	-15.5	-1086.7	.0	.0	82.55	.238
128.25	1.00	30.10	.00	.0	27.07	-16.6	-1218.3	.0	.0	82.55	.255
123.25	1.00	29.86	.00	.0	27.69	-17.8	-1354.2	.0	.0	82.55	.272
118.25	1.00	29.60	.00	.0	28.30	-19.0	-1492.5	.0	.0	82.55	.287
113.25	1.00	29.33	.00	.0	28.92	-20.2	-1634.2	.0	.0	82.55	.302
108.25	1.00	29.06	.00	.0	29.54	-21.4	-1778.3	.0	.0	82.55	.316
103.25	1.00	28.77	.00	.0	30.17	-23.0	-1926.7	.0	.0	82.55	.329
98.25	1.00	28.48	.00	.0	30.82	-24.9	-2077.5	.0	.0	82.33	.343
93.25	1.00	28.17	.00	.0	31.28	-26.2	-2230.8	.0	.0	82.35	.368
91.00	1.00	28.03	.00	.0	31.73	-27.6	-2301.7	.0	.0	82.17	.375
86.00	1.00	27.70	.00	.0	32.34	-29.3	-2460.0	.0	.0	81.78	.388
81.00	1.00	27.35	.00	.0	32.94	-30.6	-2621.7	-.1	.0	81.38	.400
76.00	1.00	26.99	.00	.0	33.53	-32.0	-2786.7	-.1	.0	80.99	.412
71.00	1.00	26.62	.00	.0	34.12	-33.4	-2954.2	-.1	.0	80.59	.424
66.00	1.00	26.22	.00	.0	34.71	-34.8	-3125.0	-.1	.0	80.20	.436
61.00	1.00	25.79	.00	.0	35.29	-36.3	-3298.3	-.1	.0	79.80	.447
56.00	1.00	25.34	.00	.0	35.76	-37.7	-3475.0	-.1	.0	79.41	.457
53.00	1.00	25.05	.00	.0	36.22	-39.4	-3582.5	-.1	.0	79.17	.464
48.00	1.00	24.54	.00	.0	36.69	-41.2	-3763.3	-.1	.0	79.19	.488
44.75	1.00	24.19	.00	.0	37.14	-43.1	-3882.5	-.1	.0	78.94	.494
39.75	1.00	23.61	.00	.0	37.67	-45.0	-4068.3	-.1	.0	78.54	.504
34.75	1.00	22.97	.00	.0	38.17	-46.5	-4256.7	-.1	.0	78.15	.514
29.75	1.00	22.25	.00	.0	38.68	-48.1	-4447.5	-.1	.0	77.75	.523
24.75	1.00	21.44	.00	.0	39.18	-49.7	-4640.8	-.1	.0	77.36	.532
19.75	1.00	20.48	.00	.0	39.68	-51.4	-4836.7	-.1	.0	76.97	.540
14.75	1.00	19.33	.00	.0	40.19	-53.0	-5035.0	-.1	.0	76.57	.549
9.75	1.00	19.16	.00	.0	40.70	-54.7	-5235.8	-.1	.0	76.18	.557
4.75	1.00	19.16	.00	.0	41.19	-56.4	-5439.2	-.1	.0	75.78	.565
.00	1.00	19.16	.00	.0	41.45	-57.1	5635.0	.1	.0	75.41	.573

DISPLACEMENTS

ELEV	DEFLECTION feet				ROTATION, degrees			
X, ft	X	Y	Z	XY-Result	X	Y	Z	XY-Result
194.00	.00	8.04	-.21	8.04< 4.15%>	-3.98	.00	.00	3.98

SABRE COMMUNICATIONS CORP	JOB: 00-35320	05-Oct-10 11:15
2101 Murray Street	**NSORO MASTEC LLC**	Ph 712.258.6690
Sioux City, IA 51101	**Moscow, KY**	Fx 712.258.8250

CASE - 3: 3s Gusted Wind&Ice — **ANSI-TIA-222-G**

WIND OLF	1.00	GUSTED WIND (3sec)	30.0 mph	48.3 kph
VERTICAL OLF	1.20	EXP-CAT/STRUC CLASS	C-II	
DESIGN ICE	.75 in	EXP-POWER COEFF.	.2105	
GUST FACTOR (Gh)	1.10	REFERENCE HEIGHT	900.0 ft	
FORCE COEFF (Cf)	1.20	PRESSURE @ 32.7 ft	2.4 psf	115.2 Pa
IMPORTANCE FAC (I)	1.00	BASE ABOVE Grd	1.0	
DIRECTION FAC (Kd)	.95	CREST HEIGHT	.0 ft	
TOPOGRAPHIC CAT	1			

APPURTENANCES — **Sabre Areas**

#	Qty	Description	Center Line Elev-Ft	WEIGHT each Lbs	AREA each Ft^2	Tx-CABLE Type	Qty	#/Ft	WIND Psf	FORCES Tra-Y Kips	Ax-Z Kips	MOM. Lg-X Ft-K
1	2	Pipe Mount (8' -10' Dishes)	192.0	86	.1				3.5	.00	-.2	.0
	2	HP 8' MICROWAVE (2.00 Ghz)	194.0	1501	64.7	1 5/8"	4	1.04	3.5	.45	-2.4	
2	2	Pipe Mount (8' -10' Dishes)	179.0	86	.1				3.4	.00	-.2	.0
	2	HP 8' MICROWAVE (2.00 Ghz)	179.0	1501	64.7	1 5/8"	4	1.04	3.4	.45	-2.3	
3	2	Pipe Mount (8' -10' Dishes)	164.0	86	.1				3.4	.00	-.2	.0
	2	HP 8' MICROWAVE (2.00 Ghz)	164.0	1501	64.7	1 5/8"	4	1.04	3.4	.44	-2.3	

RESULTS

X, ft	Kzt	WIND psf	ICE in	FORCES,kips ShearX	ShearY	AxiaZ	MOMENTS,ft-kips BendX	BendY	TorqZ	F'y ksi	Inter 4.8.2
194.00	1.00	4.21	1.79	.0	.00	-.2	.0	.0	.0	75.25	.000
192.00	1.00	4.20	1.79	.0	.53	-3.5	-.9	.0	.0	74.93	.003
187.00	1.00	4.18	1.79	.0	.59	-4.2	-3.6	.0	.0	74.14	.005
184.75	1.00	4.17	1.78	.0	.65	-5.2	-5.0	.0	.0	73.79	.006
179.75	1.00	4.14	1.78	.0	.69	-6.0	-8.2	.0	.0	82.55	.005
179.50	1.00	4.14	1.78	.0	.70	-6.1	-8.4	.0	.0	82.55	.006
179.00	1.00	4.14	1.78	.0	1.20	-9.4	-8.7	.0	.0	82.55	.007
174.00	1.00	4.11	1.77	.0	1.28	-10.7	-14.7	.0	.0	82.55	.009
169.00	1.00	4.09	1.77	.0	1.36	-12.1	-21.1	.0	.0	82.30	.012
164.00	1.00	4.06	1.76	.0	1.90	-15.9	-27.9	.0	.0	81.78	.015
159.00	1.00	4.04	1.76	.0	1.98	-17.3	-37.4	.0	.0	81.25	.018
154.00	1.00	4.01	1.75	.0	2.06	-18.8	-47.3	.0	.0	80.73	.021
149.00	1.00	3.98	1.75	.0	2.14	-20.4	-57.6	.0	.0	80.20	.024
144.50	1.00	3.96	1.74	.0	2.22	-22.4	-67.2	.0	.0	79.73	.027
139.50	1.00	3.93	1.73	.0	2.28	-23.9	-78.3	.0	.0	82.55	.023
138.25	1.00	3.92	1.73	.0	2.33	-25.5	-81.2	.0	.0	82.55	.023
133.25	1.00	3.89	1.73	.0	2.42	-27.7	-92.8	.0	.0	82.55	.025
128.25	1.00	3.86	1.72	.0	2.50	-29.7	-104.9	.0	.0	82.55	.027
123.25	1.00	3.83	1.71	.0	2.59	-31.7	-117.4	.0	.0	82.55	.029
118.25	1.00	3.79	1.71	.0	2.68	-33.7	-130.4	.0	.0	82.55	.031
113.25	1.00	3.76	1.70	.0	2.76	-35.8	-143.8	.0	.0	82.55	.033
108.25	1.00	3.73	1.69	.0	2.85	-37.9	-157.6	.0	.0	82.55	.034
103.25	1.00	3.69	1.68	.0	2.94	-40.4	-171.8	.0	.0	82.55	.036
98.25	1.00	3.65	1.67	.0	3.02	-43.4	-186.5	.0	.0	82.33	.038
93.25	1.00	3.61	1.67	.0	3.09	-45.6	-201.6	.0	.0	82.35	.041
91.00	1.00	3.59	1.66	.0	3.15	-47.8	-208.5	.0	.0	82.17	.042
86.00	1.00	3.55	1.65	.0	3.23	-50.4	-224.3	.0	.0	81.78	.043
81.00	1.00	3.51	1.64	.0	3.31	-52.7	-240.4	.0	.0	81.38	.045
76.00	1.00	3.46	1.63	.0	3.39	-55.0	-257.0	.0	.0	80.99	.046
71.00	1.00	3.41	1.62	.0	3.47	-57.3	-274.0	.0	.0	80.59	.048
66.00	1.00	3.36	1.61	.0	3.55	-59.7	-291.3	.0	.0	80.20	.049
61.00	1.00	3.31	1.60	.0	3.63	-62.1	-309.1	.0	.0	79.80	.051
56.00	1.00	3.25	1.58	.0	3.69	-64.3	-327.3	.0	.0	79.41	.052
53.00	1.00	3.21	1.58	.0	3.76	-67.1	-338.3	.0	.0	79.17	.053
48.00	1.00	3.15	1.56	.0	3.82	-69.9	-357.1	.0	.0	79.19	.056
44.75	1.00	3.10	1.55	.0	3.88	-72.7	-369.5	.0	.0	78.94	.057
39.75	1.00	3.03	1.53	.0	3.95	-75.7	-388.9	.0	.0	78.54	.059
34.75	1.00	2.94	1.51	.0	4.01	-78.3	-408.7	.0	.0	78.15	.060
29.75	1.00	2.85	1.49	.0	4.08	-80.8	-428.7	.0	.0	77.75	.062
24.75	1.00	2.75	1.46	.0	4.14	-83.5	-449.1	.0	.0	77.36	.063
19.75	1.00	2.63	1.43	.0	4.21	-86.1	-469.8	.0	.0	76.97	.064
14.75	1.00	2.48	1.39	.0	4.27	-88.8	-490.8	.0	.0	76.57	.065
9.75	1.00	2.46	1.34	.0	4.34	-91.4	-512.2	.0	.0	76.18	.067
4.75	1.00	2.46	1.26	.0	4.40	-94.1	-533.8	.0	.0	75.78	.068
.00	1.00	2.46	1.06	.0	4.43	-95.1	554.8	.0	.0	75.41	.069

DISPLACEMENTS

ELEV	DEFLECTION feet					ROTATION, degrees			
X, ft	X	Y	Z	XY-Result		X	Y	Z	XY-Result
194.00	.00	.75	-.01	.75<	.39%>	-.36	.00	.00	.36

SABRE COMMUNICATIONS CORP
2101 Murray Street
Sioux City, IA 51101

JOB: 00-35320
NSORO MASTEC LLC
Moscow, KY

05-Oct-10 11:15
Ph 712.258.6690
Fx 712.258.8250

CASE - 4: Service Loads — ANSI-TIA-222-G

WIND OLF	1.00	GUSTED WIND (3sec)	60.0 mph	96.6 kph	
VERTICAL OLF	1.00	EXP-CAT/STRUC CLASS	C-II		
DESIGN ICE	.00 in	EXP-POWER COEFF.	.2105		
GUST FACTOR (Gh)	1.10	REFERENCE HEIGHT	900.0 ft		
FORCE COEFF (Cf)	.65	PRESSURE @ 32.7 ft	8.6 psf	412.3 Pa	
IMPORTANCE FAC (I)	1.00	BASE ABOVE Grd	1.0		
DIRECTION FAC (Kd)	.85	CREST HEIGHT	.0 ft		
TOPOGRAPHIC CAT	1				

APPURTENANCES — Sabre Areas

#	Qty	Description	Center Line Elev-Ft	WEIGHT each Lbs	AREA each Ft^2	Tx-CABLE Type	Qty	#/Ft	WIND Psf	FORCES Tra-Y Kips	FORCES Ax-Z Kips	MOM. Lg-X Ft-K
1	2	Pipe Mount (8' -10' Dishes)	192.0	79	.1				12.5	.00	-.2	.0
	2	HP 8' MICROWAVE (2.00 Ghz)	194.0	600	63.4	1 5/8"	4	1.04	12.6	1.59	-2.0	
2	2	Pipe Mount (8' -10' Dishes)	179.0	79	.1				12.3	.00	-.2	.0
	2	HP 8' MICROWAVE (2.00 Ghz)	179.0	600	63.4	1 5/8"	4	1.04	12.3	1.57	-1.9	
3	2	Pipe Mount (8' -10' Dishes)	164.0	79	.1				12.1	.00	-.2	.0
	2	HP 8' MICROWAVE (2.00 Ghz)	164.0	600	63.4	1 5/8"	4	1.04	12.1	1.54	-1.9	

RESULTS

X, ft	Kzt	WIND psf	ICE in	FORCES,kips ShearX	ShearY	AxiaZ	MOMENTS,ft-kips BendX	BendY	TorqZ	F'y ksi	Inter 4.8.2
194.00	1.00	8.16	.00	.0	.00	-.1	.0	.0	.0	75.25	.000
192.00	1.00	8.14	.00	.0	1.72	-2.5	-3.2	.0	.0	74.93	.004
187.00	1.00	8.10	.00	.0	1.84	-2.9	-12.0	.0	.0	74.14	.011
184.75	1.00	8.08	.00	.0	1.94	-3.5	-16.1	.0	.0	73.79	.014
179.75	1.00	8.03	.00	.0	2.01	-4.0	-25.8	.0	.0	82.55	.012
179.50	1.00	8.03	.00	.0	2.02	-4.1	-26.3	.0	.0	82.55	.013
179.00	1.00	8.02	.00	.0	3.70	-6.6	-27.3	.0	.0	82.55	.014
174.00	1.00	7.98	.00	.0	3.84	-7.3	-45.8	.0	.0	82.55	.021
169.00	1.00	7.93	.00	.0	3.98	-8.1	-65.0	.0	.0	82.30	.027
164.00	1.00	7.88	.00	.0	5.69	-10.9	-84.9	.0	.0	81.78	.035
159.00	1.00	7.83	.00	.0	5.84	-11.7	-113.3	.0	.0	81.25	.043
154.00	1.00	7.77	.00	.0	5.98	-12.5	-142.5	.0	.0	80.73	.052
149.00	1.00	7.72	.00	.0	6.12	-13.5	-172.4	.0	.0	80.20	.060
144.50	1.00	7.67	.00	.0	6.27	-14.8	-199.9	.0	.0	79.73	.067
139.50	1.00	7.61	.00	.0	6.36	-15.7	-231.3	.0	.0	82.55	.056
138.25	1.00	7.60	.00	.0	6.46	-16.8	-239.3	.0	.0	82.55	.057
133.25	1.00	7.54	.00	.0	6.62	-18.3	-271.6	.0	.0	82.55	.062
128.25	1.00	7.48	.00	.0	6.77	-19.5	-304.7	.0	.0	82.55	.067
123.25	1.00	7.42	.00	.0	6.92	-20.8	-338.5	.0	.0	82.55	.071
118.25	1.00	7.36	.00	.0	7.08	-22.0	-373.1	.0	.0	82.55	.075
113.25	1.00	7.29	.00	.0	7.23	-23.3	-408.5	.0	.0	82.55	.079
108.25	1.00	7.22	.00	.0	7.39	-24.6	-444.7	.0	.0	82.55	.082
103.25	1.00	7.15	.00	.0	7.54	-26.3	-481.6	.0	.0	82.55	.086
98.25	1.00	7.08	.00	.0	7.71	-28.3	-519.3	.0	.0	82.33	.089
93.25	1.00	7.00	.00	.0	7.82	-29.8	-557.8	.0	.0	82.35	.096
91.00	1.00	6.97	.00	.0	7.93	-31.3	-575.4	.0	.0	82.17	.098
86.00	1.00	6.88	.00	.0	8.09	-33.1	-615.1	.0	.0	81.78	.101
81.00	1.00	6.80	.00	.0	8.23	-34.5	-655.5	.0	.0	81.38	.104
76.00	1.00	6.71	.00	.0	8.38	-36.0	-696.7	.0	.0	80.99	.108
71.00	1.00	6.62	.00	.0	8.53	-37.4	-738.6	.0	.0	80.59	.111
66.00	1.00	6.52	.00	.0	8.67	-38.9	-781.3	.0	.0	80.20	.114
61.00	1.00	6.41	.00	.0	8.81	-40.5	-824.6	.0	.0	79.80	.116
56.00	1.00	6.30	.00	.0	8.93	-41.9	-868.3	.0	.0	79.41	.119
53.00	1.00	6.23	.00	.0	9.04	-43.8	-895.8	.0	.0	79.17	.121
48.00	1.00	6.10	.00	.0	9.16	-45.8	-940.8	.0	.0	79.19	.127
44.75	1.00	6.01	.00	.0	9.27	-47.7	-970.0	.0	.0	78.94	.129
39.75	1.00	5.87	.00	.0	9.40	-49.8	-1016.7	.0	.0	78.54	.132
34.75	1.00	5.71	.00	.0	9.52	-51.4	-1063.3	.0	.0	78.15	.134
29.75	1.00	5.53	.00	.0	9.64	-53.1	-1111.7	.0	.0	77.75	.137
24.75	1.00	5.33	.00	.0	9.77	-54.7	-1159.2	.0	.0	77.36	.139
19.75	1.00	5.09	.00	.0	9.89	-56.5	-1208.3	.0	.0	76.97	.141
14.75	1.00	4.80	.00	.0	10.01	-58.2	-1257.5	.0	.0	76.57	.143
9.75	1.00	4.76	.00	.0	10.13	-60.0	-1307.5	.0	.0	76.18	.146
4.75	1.00	4.76	.00	.0	10.26	-61.7	-1358.3	.0	.0	75.78	.148
.00	1.00	4.76	.00	.0	10.32	-62.6	1407.5	.0	.0	75.41	.150

DISPLACEMENTS

ELEV	DEFLECTION feet				ROTATION, degrees				MicroW
X, ft	X	Y	Z	XY-Result	X	Y	Z	XY-Result	AlloW
194.00	.00	2.01	-.02	2.01< 1.04%>	-1.00	.00	.00	1.00	

SHAPE: 18 SIDED POLYGON with FLAT-FLAT ORIENTATION
BOLTS: QUADRANT SPACED BOLTS 6.00 in. ON CENTER
LOCATE:

POLE DATA

DIAMETER	= 67.61 in.	BASE	AXIAL FORCE	= -75.9 kips	Vert
PLATE	= .5000 in.	ACTIONS	SHEAR X	= 26.9 kips	Long
TAPER	= .1900 in/ft		SHEAR Y	= 31.6 kips	Tran
POLE Fy	= 65.00 ksi		X-AXIS MOM	= 4019.9 ft-kips	Tran
			Y-Axis MOM	= 4019.9 ft-kips	Long
			Z-Axis MOM	= .0 ft-kips	Vert

DESIGN CASE = 1 3s Gusted Wind

Design: ANY Orientation Reactions at 45.00 deg to X-AXIS

BOLT LOADS

	AXIAL - COMPRESSION	= 232.94 kips		
	AXIAL - TENSION	= 223.45 kips		
	SHEAR	= 3.65 kips		
AXIAL	STRESS	= 71.67 ksi		
SHEAR	STRESS	= 1.19 ksi		
YIELD	STRENGTH Fy	= 75.00 ksi		
ULT.	STRENGTH Fu	= 100.00 ksi		Interaction
ALLOW	STRESS Fa [.80 x 1.00]	= 80.00 ksi	.926	TIA-G
	SHEAR Fv [.80 x .40]	= 32.00 ksi		
	TENSION AREA REQUIRED	= 2.91 in^2		
	TENSION AREA FURNISHED	= 3.25 in^2		
	ROOT AREA FURNISHED	= 3.07 in^2		

A615 ::: ANCHOR BOLT DESIGN USED					
16	Bolts on a	74.750	in.	Bolt Circle	SHIP
2.250	in. Diameter	67.13	in.	Embedded	(lbs)
12.00	in. Exposed	84.00	in.	Total Length	2225

CONCRETE - Fc= 4000 psi

ANCHOR BOLTS are STRAIGHT w\ UPLIFT NUT

BASE PLATE

[Bend Model: Flat- 17]
YIELD STRENGTH = 50.0 ksi
BEND LINE WIDTH = 34.0 in.
PLATE MOMENT = 2584.6 in-k
THICKNESS REQD = 2.600 in.
BENDING STRESS = 40.2 ksi
ALLOWABLE STRESS = 45.0 ksi
[Fy x .90 x 1.00]

BASE PLATE USED			
2.75	in.	THICK	SHIP
71.75	in.	SQUARE	(lbs)
55.00	in.	CENTER HOLE	1780
14.00	in.	CORNER CLIP	

LOAD CASE SUMMARY

	FORCES-(kips)			MOMENTS-(ft-k)			ABolt-Str	Plate-Str		
							Allow	Actual	Allow	Design
LC	Axial	ShearX	ShearY	X-axis	Y-axis	TorQ	CSR	ksi	ksi	ksi	Code
1	75.9	26.9	31.6	3684	4330	0	.926	75.00	40.22	45.00	TIA-G
2	57.1	26.9	31.6	3651	4291	0	.913	75.00	39.66	45.00	TIA-G
3	95.1	2.9	3.4	359	422	0	.112	75.00	4.89	45.00	TIA-G
4	62.6	6.7	7.9	912	1071	0	.240	75.00	10.44	45.00	TIA-G

LPILE Plus for Windows, Version 5.0 (5.0.39)

Analysis of Individual Piles and Drilled Shafts
Subjected to Lateral Loading Using the p-y Method

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This program is licensed to:

Rob Beacom
Sabre Towers and Poles

Path to file locations: C:\Progra~1\Ensoft\LpileP5\
Name of input data file: 3535320P.lpd
Name of output file: 3535320P.lpo
Name of plot output file: 3535320P.lpp
Name of runtime file: 3535320P.lpr

Time and Date of Analysis

Date: October 12, 2010 Time: 8:52:09

Problem Title

195' Monopole NSORO MASTEC LLC Moscow, KY (35320) 10-12-10 REB

Program Options

Units Used in Computations - US Customary Units: Inches, Pounds

Basic Program Options:

Analysis Type 3:
- Computation of Nonlinear Bending Stiffness and Ultimate Bending Moment Capacity with Pile Response Computed Using Nonlinear EI

Computation Options:
- Only internally-generated p-y curves used in analysis
- Analysis does not use p-y multipliers (individual pile or shaft action only)
- Analysis assumes no shear resistance at pile tip
- Analysis for fixed-length pile or shaft only
- No computation of foundation stiffness matrix elements
- Output summary table of values for pile-head deflection, maximum bending moment, and shear force only
- Analysis assumes no soil movements acting on pile
- No additional p-y curves to be computed at user-specified depths

Solution Control Parameters:
- Number of pile increments = 100
- Maximum number of iterations allowed = 300
- Deflection tolerance for convergence = 1.0000E-05 in

- Maximum allowable deflection = 1.0000E+03 in

Printing Options:
- Only summary tables of pile-head deflection, maximum bending moment, and maximum shear force are to be printed in output file.

Pile Structural Properties and Geometry

Pile Length = 420.00 in

Depth of ground surface below top of pile = 12.00 in

Slope angle of ground surface = .00 deg.

Structural properties of pile defined using 2 points

Point	Depth X in	Pile Diameter in	Moment of Inertia in**4	Pile Area Sq.in	Modulus of Elasticity lbs/Sq.in
1	0.0000	96.00000000	4169220.	7238.2000	3604997.
2	420.0000	96.00000000	4169220.	7238.2000	3604997.

Please note that because this analysis makes computations of ultimate moment capacity and pile response using nonlinear bending stiffness that the above values of moment of inertia and modulus of are not used for any computations other than total stress due to combined axial loading and bending.

Soil and Rock Layering Information

The soil profile is modelled using 4 layers

Layer 1 is stiff clay without free water
Distance from top of pile to top of layer = 12.000 in
Distance from top of pile to bottom of layer = 96.000 in

Layer 2 is stiff clay without free water
Distance from top of pile to top of layer = 96.000 in
Distance from top of pile to bottom of layer = 216.000 in

Layer 3 is sand, p-y criteria by Reese et al., 1974
Distance from top of pile to top of layer = 216.000 in
Distance from top of pile to bottom of layer = 336.000 in
p-y subgrade modulus k for top of soil layer = 10.000 lbs/in**3
p-y subgrade modulus k for bottom of layer = 10.000 lbs/in**3

Layer 4 is sand, p-y criteria by Reese et al., 1974
Distance from top of pile to top of layer = 336.000 in
Distance from top of pile to bottom of layer = 492.000 in
p-y subgrade modulus k for top of soil layer = 10.000 lbs/in**3
p-y subgrade modulus k for bottom of layer = 10.000 lbs/in**3

(Depth of lowest layer extends 72.00 in below pile tip)

Effective Unit Weight of Soil vs. Depth

Effective unit weight of soil with depth defined using 8 points

Point No.	Depth X in	Eff. Unit Weight lbs/in**3
1	12.00	.06660
2	96.00	.06660
3	96.00	.03470
4	216.00	.03470
5	216.00	.03470
6	336.00	.03470
7	336.00	.03470
8	492.00	.03470

Shear Strength of Soils

Shear strength parameters with depth defined using 8 points

Point No.	Depth X in	Cohesion c lbs/in**2	Angle of Friction Deg.	E50 or k_rm	RQD %
1	12.000	13.89000	.00	.00700	.0
2	96.000	13.89000	.00	.00700	.0
3	96.000	6.94000	.00	.01000	.0
4	216.000	6.94000	.00	.01000	.0
5	216.000	.00000	20.00	------	------
6	336.000	.00000	20.00	------	------
7	336.000	.00000	20.00	------	------
8	492.000	.00000	20.00	------	------

Notes:

(1) Cohesion = uniaxial compressive strength for rock materials.
(2) Values of E50 are reported for clay strata.
(3) Default values will be generated for E50 when input values are 0.
(4) RQD and k_rm are reported only for weak rock strata.

Loading Type

Static loading criteria was used for computation of p-y curves.

Pile-head Loading and Pile-head Fixity Conditions

Number of loads specified = 1

Load Case Number 1

Pile-head boundary conditions are Shear and Moment (BC Type 1)
Shear force at pile head = 55292.000 lbs
Bending moment at pile head = 90973280.000 in-lbs
Axial load at pile head = 101181.330 lbs

Non-zero moment at pile head for this load case indicates the pile-head may rotate under the applied pile-head loading, but is not a free-head (zero moment) condition.

Computations of Nominal Moment Capacity and Nonlinear Bending Stiffness

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Number of sections = 1

Pile Section No. 1

The sectional shape is a circular drilled shaft (bored pile).

Outside Diameter	=	96.0000	in

Material Properties:

Compressive Strength of Concrete	=	4.000	kip/in**2
Yield Stress of Reinforcement	=	60.	kip/in**2
Modulus of Elasticity of Reinforcement	=	29000.	kip/in**2
Number of Reinforcing Bars	=	38	
Area of Single Bar	=	1.00000	in**2
Number of Rows of Reinforcing Bars	=	19	
Area of Steel	=	38.000	in**2
Area of Shaft	=	7238.229	in**2
Percentage of Steel Reinforcement	=	.525	percent
Cover Thickness (edge to bar center)	=	4.064	in

Unfactored Axial Squash Load Capacity = 26760.78 kip

Distribution and Area of Steel Reinforcement

Row Number	Area of Reinforcement in**2	Distance to Centroidal Axis in
1	2.000	43.786
2	2.000	42.592
3	2.000	40.235
4	2.000	36.782
5	2.000	32.325
6	2.000	26.986
7	2.000	20.911
8	2.000	14.266
9	2.000	7.232
10	2.000	0.000
11	2.000	-7.232
12	2.000	-14.266
13	2.000	-20.911
14	2.000	-26.986
15	2.000	-32.325
16	2.000	-36.782
17	2.000	-40.235
18	2.000	-42.592
19	2.000	-43.786

Axial Thrust Force = 101181.33 lbs

Bending	Bending	Bending	Maximum	Neutral Axis	Max. Concrete	Max. Steel

Moment	Stiffness	Curvature	Strain	Position	Stress
in-lbs	lb-in2	rad/in	in/in	inches	psi
Stress psi					
10112845.	1.618055E+13	6.250000E-07	.00003384	54.14656019	120.16970
905.02650					
20123196.	1.609856E+13	.00000125	.00006399	51.19091463	225.20755
1702.91085					
30027831.	1.601484E+13	.00000188	.00009409	50.18314791	328.38982
2499.56895					
39828829.	1.593153E+13	.00000250	.00012420	49.67912436	429.86635
3296.21690					
39828829.	1.274523E+13	.00000313	.00008036	25.71439219	277.24336
5987.73368					
39828829.	1.062102E+13	.00000375	.00009344	24.91859865	320.95841
7271.82297					
39828829.	9.103732E+12	.00000438	.00010631	24.30051184	363.61867
8562.21323					
39828829.	7.965766E+12	.00000500	.00011947	23.89466715	406.96614
9844.23402					
39828829.	7.080681E+12	.00000563	.00013223	23.50793695	448.64756
11137.84864					
39828829.	6.372613E+12	.00000625	.00014500	23.20077181	490.08337
12431.06106					
39828829.	5.793284E+12	.00000688	.00015779	22.95148802	531.27295
13723.86812					
39828829.	5.310511E+12	.00000750	.00017059	22.74562311	572.21548
15016.26812					
39828829.	4.902010E+12	.00000813	.00018341	22.57316637	612.91019
16308.25891					
39828829.	4.551866E+12	.00000875	.00019624	22.42697096	653.35643
17599.83745					
39828829.	4.248408E+12	.00000938	.00020969	22.36704111	695.53777
18873.26213					
39828829.	3.982883E+12	.00001000	.00022249	22.24902964	735.28202
20165.70293					
39828829.	3.748596E+12	.00001063	.00023531	22.14636183	774.78163
21457.69388					
39828829.	3.540340E+12	.00001125	.00024814	22.05649137	814.03589
22749.23140					
39828829.	3.354007E+12	.00001188	.00026098	21.97740698	853.04402
24040.31228					
39828829.	3.186306E+12	.00001250	.00027384	21.90750074	891.80527
25330.93288					
39828829.	3.034577E+12	.00001313	.00028672	21.84546518	930.31865
26621.09181					
39828829.	2.896642E+12	.00001375	.00029962	21.79023886	968.58351
27910.78435					
39828829.	2.770701E+12	.00001438	.00031253	21.74093771	1006.59887
29200.00878					
39828829.	2.655255E+12	.00001500	.00032545	21.69683218	1044.36406
30488.76029					
39828829.	2.549045E+12	.00001563	.00033840	21.65730429	1081.87816
31777.03637					
40766675.	2.508718E+12	.00001625	.00035135	21.62183046	1119.14019
33064.83487					
42204053.	2.500981E+12	.00001688	.00036433	21.58997011	1156.14947
34352.15095					
43640009.	2.493715E+12	.00001750	.00037732	21.56134272	1192.90510
35638.98124					
45074523.	2.486870E+12	.00001813	.00039033	21.53561640	1229.40602
36925.32439					
46507605.	2.480406E+12	.00001875	.00040336	21.51251364	1265.65166
38211.17356					

47939228.	2.474283E+12	.00001938	.00041640	21.49177980	1301.64075
39496.52917					
49369404.	2.468470E+12	.00002000	.00042946	21.47320604	1337.37280
40781.38354					
50798105.	2.462938E+12	.00002063	.00044254	21.45659494	1372.84646
42065.73729					
52225335.	2.457663E+12	.00002125	.00045564	21.44178343	1408.06108
43349.58420					
53651084.	2.452621E+12	.00002188	.00046875	21.42862272	1443.01571
44632.92079					
55075346.	2.447793E+12	.00002250	.00048188	21.41698122	1477.70940
45915.74318					
56498103.	2.443161E+12	.00002313	.00049503	21.40673876	1512.14104
47198.04934					
57919353.	2.438710E+12	.00002375	.00050820	21.39779234	1546.30981
48479.83414					
59339087.	2.434424E+12	.00002438	.00052138	21.39004755	1580.21470
49761.09385					
62173977.	2.426302E+12	.00002563	.00054781	21.37783384	1647.22903
52322.02113					
65002691.	2.418705E+12	.00002688	.00057431	21.36951113	1713.17583
54880.80136					
67825157.	2.411561E+12	.00002813	.00060088	21.36460161	1778.04700
57437.40109					
70641307.	2.404810E+12	.00002938	.00062753	21.36271048	1841.83426
59991.78549					
72867602.	2.379350E+12	.00003063	.00065247	21.30510378	1900.21215
60000.00000					
74670143.	2.342593E+12	.00003188	.00067614	21.21219206	1954.46709
60000.00000					
76234474.	2.301418E+12	.00003313	.00069908	21.10425711	2006.02338
60000.00000					
77628183.	2.258274E+12	.00003438	.00072150	20.98898363	2055.44978
60000.00000					
78838420.	2.213008E+12	.00003563	.00074330	20.86450338	2102.60021
60000.00000					
79868250.	2.165919E+12	.00003688	.00076700	20.79999876	2153.09782
60000.00000					
81072056.	2.126480E+12	.00003813	.00078903	20.69590616	2198.98509
60000.00000					
81907457.	2.080189E+12	.00003938	.00080902	20.54653788	2239.67599
60000.00000					
82740751.	2.036695E+12	.00004063	.00082904	20.40721464	2279.73799
60000.00000					
83571922.	1.995747E+12	.00004188	.00084910	20.27704382	2319.16785
60000.00000					
84294842.	1.954663E+12	.00004313	.00086866	20.14278460	2356.88091
60000.00000					
84913680.	1.913548E+12	.00004438	.00088773	20.00514364	2392.96320
60000.00000					
85530751.	1.874647E+12	.00004563	.00090683	19.87571669	2428.47001
60000.00000					
86146041.	1.837782E+12	.00004688	.00092596	19.75385141	2463.39852
60000.00000					
86759527.	1.802795E+12	.00004813	.00094513	19.63896132	2497.74572
60000.00000					
87255964.	1.767209E+12	.00004938	.00096364	19.51685286	2530.26788
60000.00000					
87701669.	1.732379E+12	.00005063	.00098190	19.39563990	2561.72379
60000.00000					
88145868.	1.699197E+12	.00005188	.00100019	19.28080416	2592.64957
60000.00000					
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60000.00000					
89108218.	1.638772E+12	.00005438	.00104201	19.16345644	2661.67496
60000.00000					

89537447.	1.609662E+12	.00005563	.00105975	19.05159616	2689.75790
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60000.00000					
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60000.00000					
95277495.	1.129215E+12	.00008438	.00144615	17.13954306	3165.35677
60000.00000					
95632498.	1.100806E+12	.00008688	.00147748	17.00700331	3192.54467
60000.00000					
95871783.	1.072691E+12	.00008938	.00150726	16.86440134	3216.74259
60000.00000					
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60000.00000					
96325135.	1.020664E+12	.00009438	.00156681	16.60193968	3260.64354
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60000.00000					
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60000.00000					
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60000.00000					
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60000.00000					
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60000.00000					
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60000.00000					
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60000.00000					
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60000.00000					
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60000.00000					
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60000.00000					
1.006359E+08	4.587391E+11	.00021938	.00301501	13.74362898	3393.24282
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60000.00000					

1.006991E+08	4.390152E+11	.00022938	.00312666	13.63120794	3399.25341
60000.00000					
1.007292E+08	4.297779E+11	.00023438	.00318281	13.57997847	3399.88423
60000.00000					
1.007553E+08	4.209100E+11	.00023938	.00323968	13.53392744	3392.25419
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60000.00000					
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60000.00000					
1.008557E+08	3.888412E+11	.00025938	.00346833	13.37187910	3361.43240
60000.00000					
1.008689E+08	3.815370E+11	.00026438	.00352765	13.34336042	3353.15676
60000.00000					
1.008777E+08	3.744881E+11	.00026938	.00358705	13.31620646	3351.93873
60000.00000					
1.008777E+08	3.676637E+11	.00027438	.00364353	13.27939081	3360.38572
60000.00000					
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60000.00000					
1.008777E+08	3.547349E+11	.00028438	.00375688	13.21102095	3374.95499
60000.00000					
1.008777E+08	3.486055E+11	.00028938	.00381376	13.17930651	3381.04746
60000.00000					

Unfactored (Nominal) Moment Capacity at Concrete Strain of 0.003 = 100625.45024 in-kip

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Computed Values of Load Distribution and Deflection
for Lateral Loading for Load Case Number 1

Pile-head boundary conditions are Shear and Moment (BC Type 1)
Specified shear force at pile head = 55292.000 lbs
Specified moment at pile head = 90973280.000 in-lbs
Specified axial load at pile head = 101181.330 lbs

Non-zero moment for this load case indicates the pile-head may rotate under the applied pile-head loading, but is not a free-head (zero moment)condition.

Output Verification:

Computed forces and moments are within specified convergence limits.

Summary of Pile Response(s)

Definition of Symbols for Pile-Head Loading Conditions:

Type 1 = Shear and Moment, y = pile-head displacment in
Type 2 = Shear and Slope, M = Pile-head Moment lbs-in
Type 3 = Shear and Rot. Stiffness, V = Pile-head Shear Force lbs
Type 4 = Deflection and Moment, S = Pile-head Slope, radians
Type 5 = Deflection and Slope, R = Rot. Stiffness of Pile-head in-lbs/rad

Load Type	Pile-Head Condition 1	Pile-Head Condition 2	Axial Load lbs	Pile-Head Deflection in	Maximum Moment in-lbs	Maximum Shear lbs
1	V= 55292.	M= 9.10E+07	101181.	3.5148	9.2262E+07	-380585.

The analysis ended normally.

1805.7.2.1 (2006 IBC) & 1807.3.2.1 (2009 IBC)

d = A/2*(1+(1+(4.36*h/A))^0.5)

Monopole

Moment (ft-k)	5685.83
Shear (k)	41.5
Caisson Diameter, b (ft)	**8**
Caisson Height Above Ground (ft)	1
Caisson Height Below Ground (ft)	30
Lateral soil pressure per foot (lb/ft^3)	**266**
Applied lateral force, P (lbs)	41469
Dist. from ground to application of P, h (ft)	138.11
A = 2.34*P/(S1*b)	4.56
Min. Depth of Embedment Required, d (ft)	28.58

P. All

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES
195' Monopole NSORO MASTEC LLC Moscow, KY (35320) 10-12-10 REB

Overall Loads:			
Factored Moment (ft-kips)	5685.83		
Factored Axial (kips)	75.886		
Factored Shear (kips)	41.469		
Bearing Design Strength (ksf)	**4.5**	Max. Net Bearing Press. (ksf)	3.37
Water Table Below Grade (ft)	**10**		
Width of Mat (ft)	27	Ultimate Bearing Pressure (ksf)	**6.00**
Thickness of Mat (ft)	2	Bearing Φs	**0.75**
Depth to Bottom of Slab (ft)	5.5		
Quantity of Bolts in Bolt Circle	16		
Bolt Circle Diameter (in)	74.75		
Top of Concrete to Top of Bottom Threads (in)	60		
Diameter of Pier (ft)	8	Minimum Pier Diameter (ft)	7.73
Ht. of Pier Above Ground (ft)	1	Equivalent Square b (ft)	7.09
Ht. of Pier Below Ground (ft)	3.5		
Quantity of Bars in Mat	45		
Bar Diameter in Mat (in)	1		
Area of Bars in Mat (in^2)	35.34		
Spacing of Bars in Mat (in)	7.20	Recommended Spacing (in)	6 to 12
Quantity of Bars Pier	38		
Bar Diameter in Pier (in)	1.128		
Tie Bar Diameter in Pier (in)	0.5		
Spacing of Ties (in)	12		
Area of Bars in Pier (in^2)	37.97	Minimum Pier A_s (in^2)	36.19
Spacing of Bars in Pier (in)	7.26	Recommended Spacing (in)	6 to 12
f'c (ksi)	4		
fy (ksi)	60		
Unit Wt. of Soil (kcf)	**0.115**		
Unit Wt. of Concrete (kcf)	0.15		
Volume of Concrete (yd^3)	62.38		
Two-Way Shear Action:			
Average d (in)	20		
ϕV_c (kips)	1382.9	V_u (kips)	116.6
$\phi V_c = \phi(2 + 4/\beta_c)f'_c{}^{1/2}b_o d$	2074.3		
$\phi V_c = \phi(\alpha_s d/b_o + 2)f'_c{}^{1/2}b_o d$	1450.4		
$\phi V_c = \phi 4 f'_c{}^{1/2}b_o d$	1382.9		
Shear perimeter, b_o (in)	364.42		
β_c	1		
One-Way Shear:			
ϕV_c (kips)	696.7	V_u (kips)	371.9
Stability:			
Overturning Design Strength (ft-k)	6092.3	Total Applied M (ft-k)	5955.4

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES (CONTINUED)
195' Monopole NSORO MASTEC LLC Moscow, KY (35320) 10-12-10 REB

Pier Design:

ϕV_n (kips)	796.9	V_u (kips)	41.5
$\phi V_c=\phi 2(1+N_u/(2000A_g))f'_c{}^{1/2}b_wd$	796.9		
V_s (kips)	0.0	*** V_s max = 4 $f'_c{}^{1/2}b_wd$ (kips)	1865.2
Maximum Spacing (in)	4.91	(Only if Shear Ties are Required)	
Actual Hook Development (in)	19.00	Req'd Hook Development l_{dh} (in)	14.98
		*** Ref. To Spacing Requirements ACI 11.5.4.3	

Flexure in Slab:

ϕM_n (ft-kips)	3027.8	M_u (ft-kips)	2964.6
a (in)	1.92		
Steel Ratio	0.00545		
β_1	0.85		
Maximum Steel Ratio (.75p_b)	0.0214		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	159.00	Required Development in Pad (in)	46.39

Condition	1 is OK, 0 Fails
Maximum Soil Bearing Pressure	1
Pier Area of Steel	1
Pier Shear	1
Interaction Diagram Visual Check	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

Exhibit E

Geotechnical Investigation

AT&T Site EV3163 (Moscow)
4794 KY Highway 1529
Clinton, Hickman County, Kentucky

Submitted to:

AT&T Mobility
10830 Penion Drive
Louisville, Kentucky 40299

by:

Environmental Corporation of America
1375 Union Hill Industrial Ct. Ste A
Alpharetta, GA 30004
ECA Project No. L-1040-4

ENVIRONMENTAL CORPORATION OF AMERICA

September 22, 2010

AT&T Mobility
10830 Penion Drive
Louisville, Kentucky 40299

Attention: Ms. Michelle Ward

Subject: **Report of Geotechnical Investigation**
AT&T Site EV3163 (Moscow)
4794 KY Highway 1529
Clinton, Hickman County, Kentucky
ECA Project No. L-1040-4

Dear Ms. Ward:

Environmental Corporation of America (ECA) is pleased to submit this report of our investigation for the proposed project. Our services were provided as authorized on September 2, 2010.

This report presents a review of the information provided to us, a description of the site and subsurface conditions, and our recommendations. The appendices contain a Boring Location Plan and Boring Log.

Purpose and Scope of Work

The purpose of this exploration was to obtain specific subsurface data at the site and to provide geotechnical-related design parameters and construction recommendations for the proposed tower.

Our scope of work included the following:

- One soil test boring was drilled to a depth of 40 feet below the ground surface (bgs). Figure 1 shows the boring location. Standard penetration tests (SPTs) were conducted to obtain soil samples and SPT (N) values, in accordance with ASTM D1586.

- The depth to groundwater, if any, was measured in the boring after drilling was completed.

- The soil samples were visually classified and a boring log was prepared. The soil conditions were evaluated by a registered professional engineer and this geotechnical report was prepared with our recommendations.

No physical testing of soil samples has been conducted to calculate site specific bearing capacities or settlements. We have recommended design parameters and settlements based on the SPT (N) values, an examination of the soil samples, and our experience with similar soil conditions and structures.

Project Information

We were provided with a survey of the Property by BTM Engineering, Inc. dated August 17, 2010. The Property is a rural residential pasture.

We understand that plans call for the construction of a 250-foot lattice tower on the site. We understand that the equipment shelter will be a pre-fabricated structure supported on a turned-down (thickened edge) slab foundation.

Site Conditions

The fieldwork was conducted on September 15, 2010. Information obtained from the boring was used to help us evaluate the subsurface conditions and to assist in formulating our recommendations.

Subsurface Conditions

The subsurface conditions were explored with one soil test boring, B-1, drilled approximately as shown on Figure 1. The site had been staked prior to our visit.

Soils encountered in the boring included interlayered silt, clay, and sand. These soils classified as CL, ML, SC, and SM soil types based on the Unified Soil Classification System (USCS). N-values ranged from 5 to 40 blows per foot (bpf) (see boring log).

Groundwater was measured at about 23 feet deep in the boring at the time the boring was completed. However, the moisture content of the soil samples below about 10 feet seemed to be indicative of the presence of groundwater.

Recommendations

Tower Foundations: The subsurface conditions are suitable for support of the tower using a mat (pad and pier) or caisson foundation.

For a mat foundation, we recommend that the mat be supported at a depth of about 5 feet minimum and be designed for a maximum net allowable soil bearing pressure of 3 kips per square foot (ksf). Total and differential settlements should be less than about 1-inch and ½-inch, respectively.

For caisson foundation design, we recommend a friction design with the depth of the caisson dependent on the capacity required. Soil parameters that may be of use in design are as follows:

	0-7 ft	7-17 ft	17-27 ft	27-40 ft
Coefficient of passive earth pressure	1.2	1.2	2.0	2.0
Unit weight of soil (pcf)	115	60	60	60
Cohesion, (psf)	2000	1000	200	500
Angle of Internal Friction, deg	5	5	20	20
Lateral subgrade modulus (pci)	150	125	75	125
Allowable skin friction (ksf)	0.3	0.2	0.3	0.4
Allowable end bearing (ksf)	4	3	2	4

Groundwater will be encountered in a caisson boring. Therefore, the contractor should be able prepared to case the boring or drill with slurry, and place concrete using a tremie.

Building Foundations: The proposed equipment cabinet(s) can be supported on a spread footing foundation. A maximum allowable net bearing pressure of 3.0 kips per ft^2 should be used to design the building/cabinet foundation. Total and differential settlements should be less than 1/2-inch and 1/4-inch, respectively.

Foundation Excavations: To avoid softening of the shallow soils exposed at the foundation bearing level, excavations should not be left open for extended periods, prior to placing reinforcing steel and concrete. If rain or freezing weather is expected, excavations should not be completed. Leaving the excavations at least 1 ft above final grade should protect the bearing soils from deterioration.

If the excavation must remain open overnight or if rainfall becomes imminent while the bearing soils are exposed, we recommend that a 2 to 4-inch thick "mud-mat" of "lean" (2000 psi) concrete be placed on the bearing soils before the placement of reinforcing steel. If the bearing soils are softened by surface water intrusion or exposure, the softened soils must be removed from the foundation excavation bottom immediately prior to placement of concrete.

Fill Placement: The amount of fill required for this project depends on the planned final grades, but we expect it to be minimal. Any required fill should be placed in maximum 8-inch thick lifts. The soil moisture content should be close to the optimum moisture content. The soil should be compacted to at least 98% of the maximum dry density, as determined by the standard Proctor method (ASTM D-698).

In areas supporting floor slabs or pavements, the upper 18 inches of fill should be compacted to 100% of the standard Proctor density. As no laboratory testing has been conducted, we do not know the capability of the surficial soil to support pavements. However, we suggest that the upper soils be replaced by granular fill in areas of heavy traffic to improve the subgrade support capabilities and moisture sensitivity.

Field density tests should be conducted at routine intervals, as the fill is being placed, to verify that adequate compaction is achieved.

Prior to placing any new fill, any soft or loose near surface soils should be removed and the area proofrolled with a heavy vehicle to confirm that any unsuitable soil conditions have been discovered.

Basis for Recommendations

The subsurface conditions encountered at the boring location are shown on the Boring Log in Appendix B. This Boring Log represents our interpretation of the subsurface conditions based on the field logs and visual examination of field samples by an engineer. The lines designating the interface between various strata on the Boring Log represent the approximate interface locations. In addition, the transition between strata may be gradual. The water level shown on the Boring Log, if any, represents the condition only at the time of our exploration.

The recommendations contained herein are based in part on project information provided to us and only apply to the specific project and site discussed in this report. If the project information section in this report contains incorrect information or if additional information is available, please let us know so that we may review the validity of our recommendations.

Regardless of the thoroughness of a geotechnical investigation, there is always a possibility that conditions between borings will be different from those at specific boring locations and that conditions will not be as anticipated by the designers or contractors. In addition, the construction process may itself alter soil conditions. Therefore, experienced geotechnical personnel should observe and document the construction procedures used and the conditions encountered. Unanticipated conditions and inadequate procedures should be reported to the design team along with timely recommendations to solve the problems created. ECA is best qualified to provide this service based on our familiarity with the project, the subsurface conditions, and the intent of the recommendations and design.

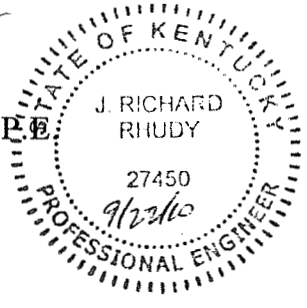
We wish to remind you that we will store the soil samples for 30 days. The samples will then be discarded unless you request otherwise.

We will be happy to discuss our recommendations with you and look forward to providing the additional studies or services necessary to complete this project. We appreciate the opportunity to be of service. Please call us with any questions at (770) 667-2040.

Sincerely,
Environmental Corporation of America

Kelby L. Williams
Project Scientist

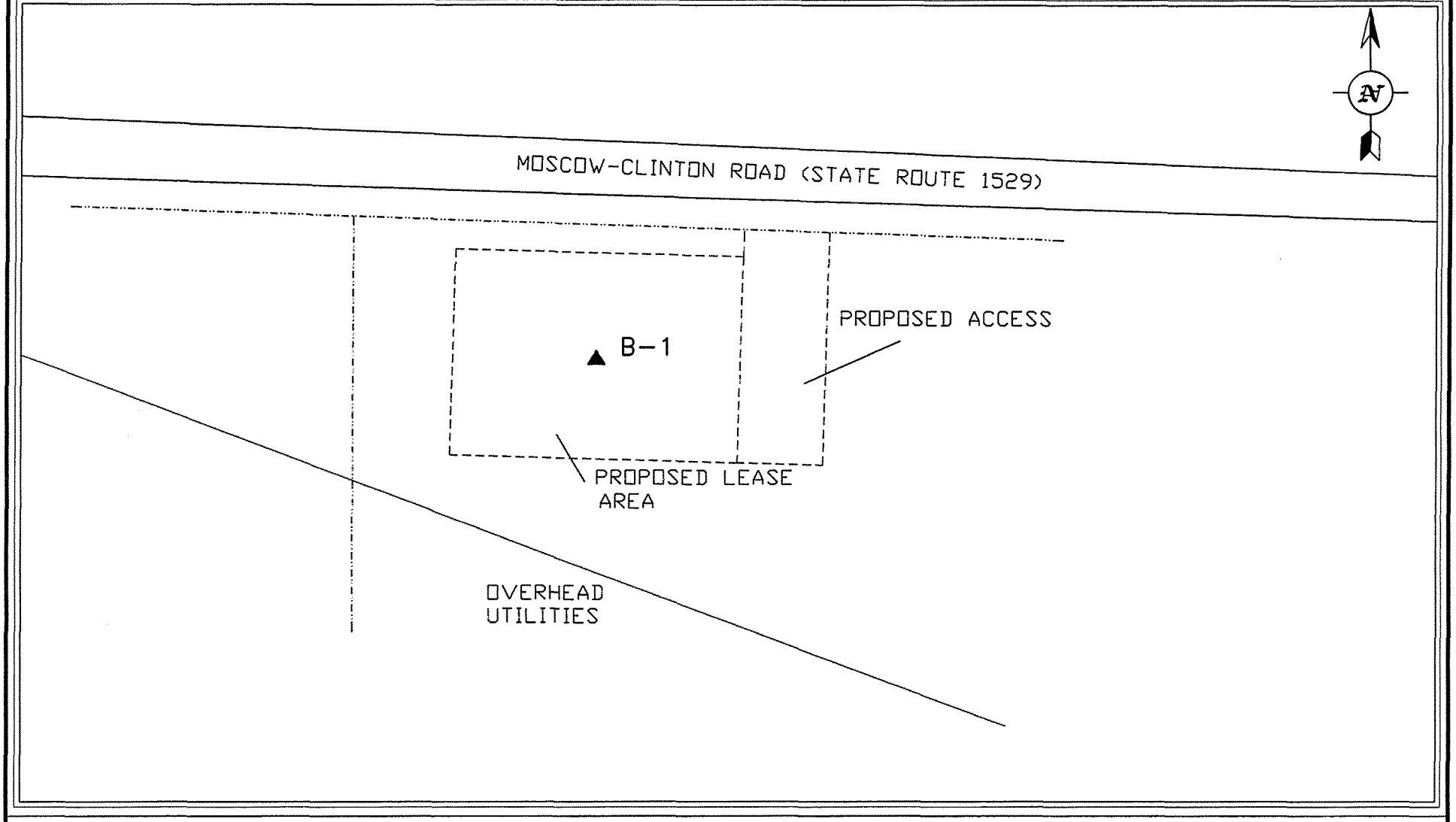
J. Richard Rhudy, P.E.
Principal Engineer
KY Reg. # 27450



Appendix A Boring Location Plan
Appendix B Boring Log

APPENDIX A

FIGURE



LEGEND

- ▲B-1 BORING LOCATION
- ---------- PROPERTY LINE
- - - - - - - - - PROPOSED LEASE AREA

AT&T EV3163 (Moscow)
4794 KY 1529
Clinton, Hickman County, KY
Figure 1: BORING LOCATION PLAN

SOURCE: 8/17/10 Survey

DRAWN BY:KLW DATE: 09/20/2010
FILE NAME: F:\%\L10404.dwg

ECA Project L-1040-4

APPENDIX B

BORING LOG

Project: AT&T Site EV3163 (Moscow)

City, State Clinton, KY

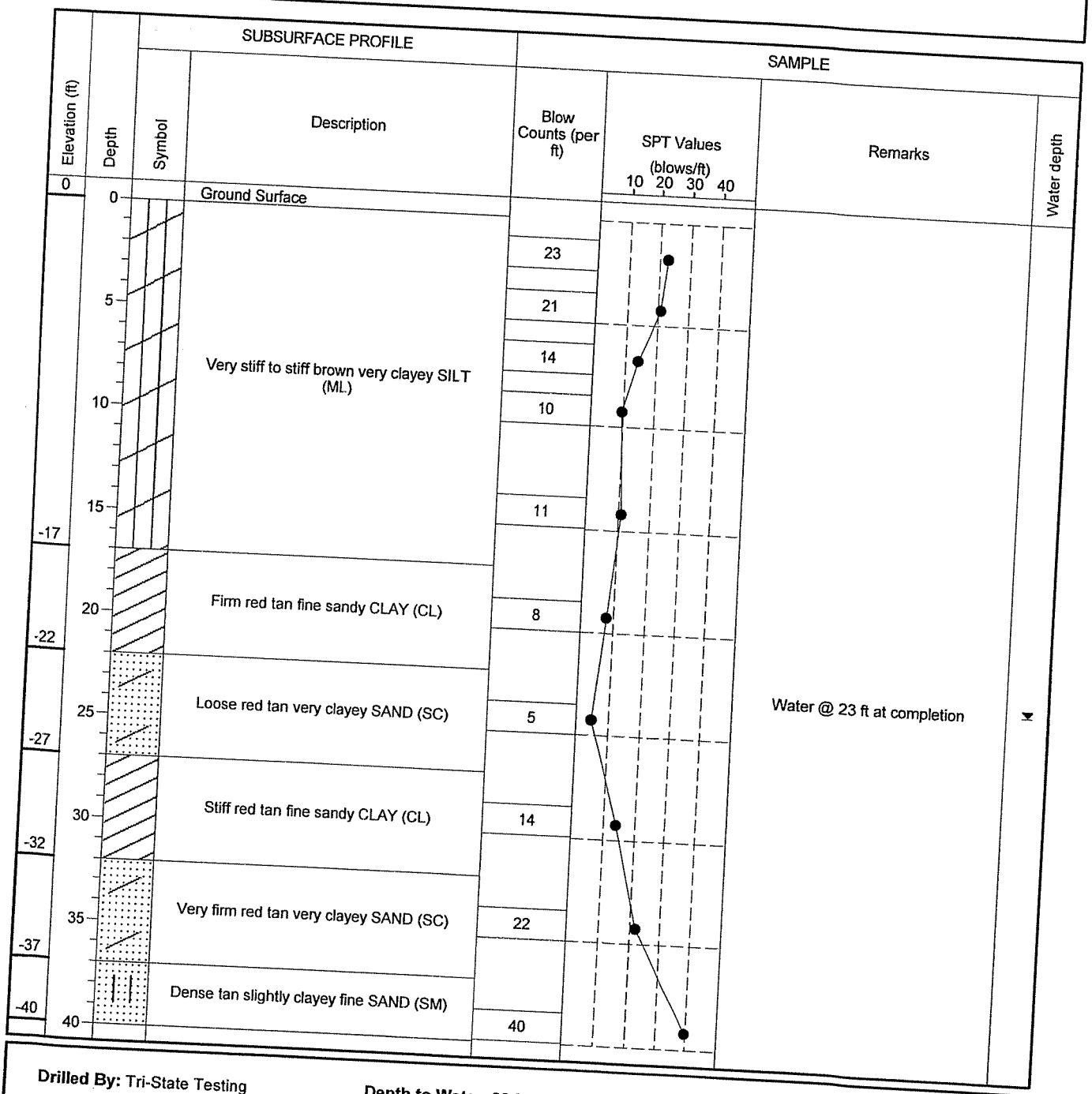
Client: Nsoro

ECA Job No: L-1040-4

Log of Boring: B1

Drill Date: 9/15/10

Field Rep: Boo Butler



Drilled By: Tri-State Testing

Borehole Size: 2.25" ID

Drill Method: Hollow Stem Auger

Depth to Water: 23 ft

Total Depth: 40 ft

Sheet: 1 of 1

Environmental Corp. of America
1375 Union Hill Indus. Ct., Ste A
Alpharetta, GA 30004
(770) 667-2040

Exhibit F

Competing Utilities, Corporations or Persons

American Towers

Crown Communication

SBA Towers

Verizon

Sprint / Nextel

T-Mobile

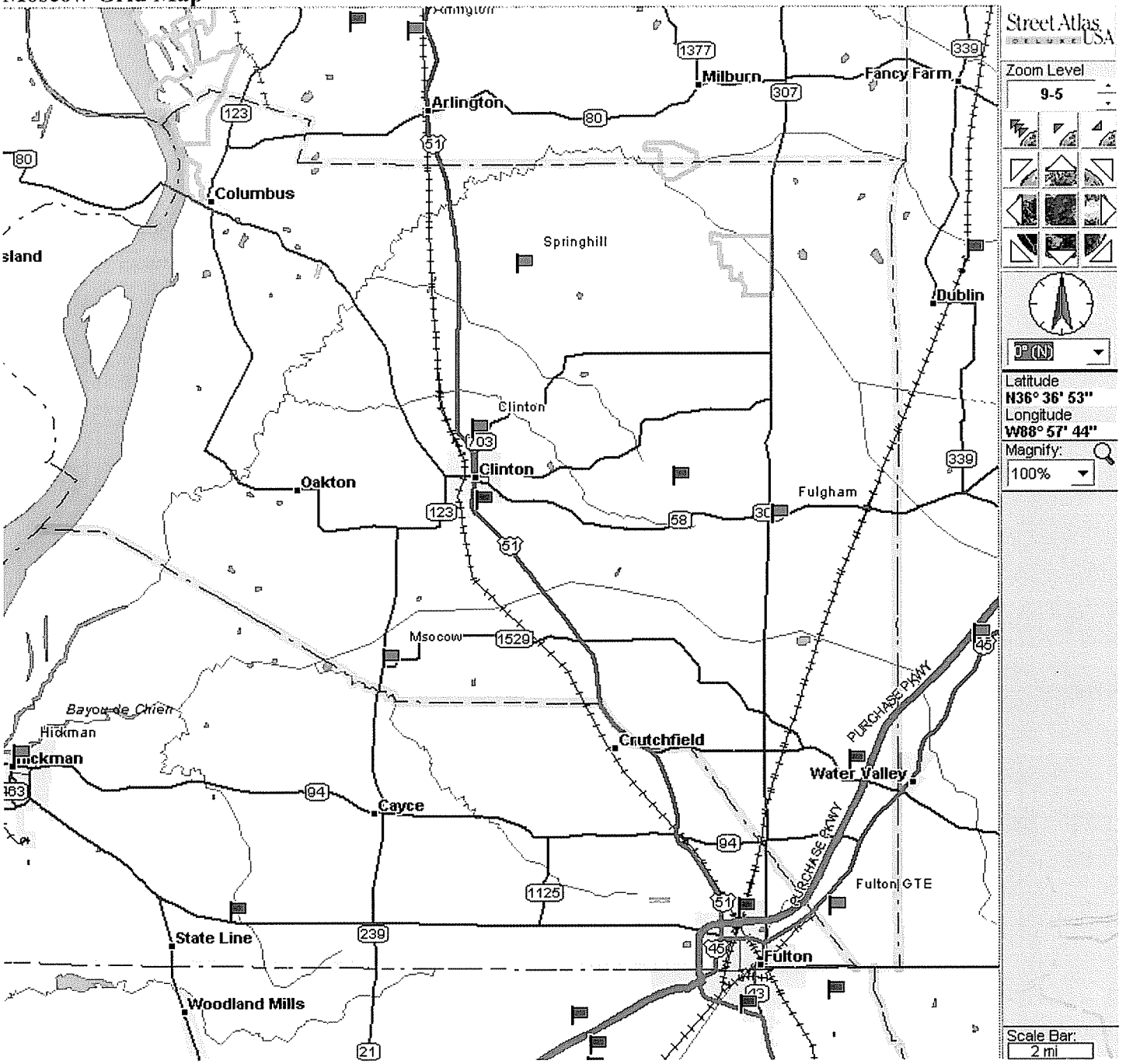
Bluegrass Cellular

Shared Sites

Cricket

Pegasus Towers

Moscow Grid Map



Red Flags indicate AT&T existing and proposed locations.
Blue Flags indicate non-AT&T existing towers.

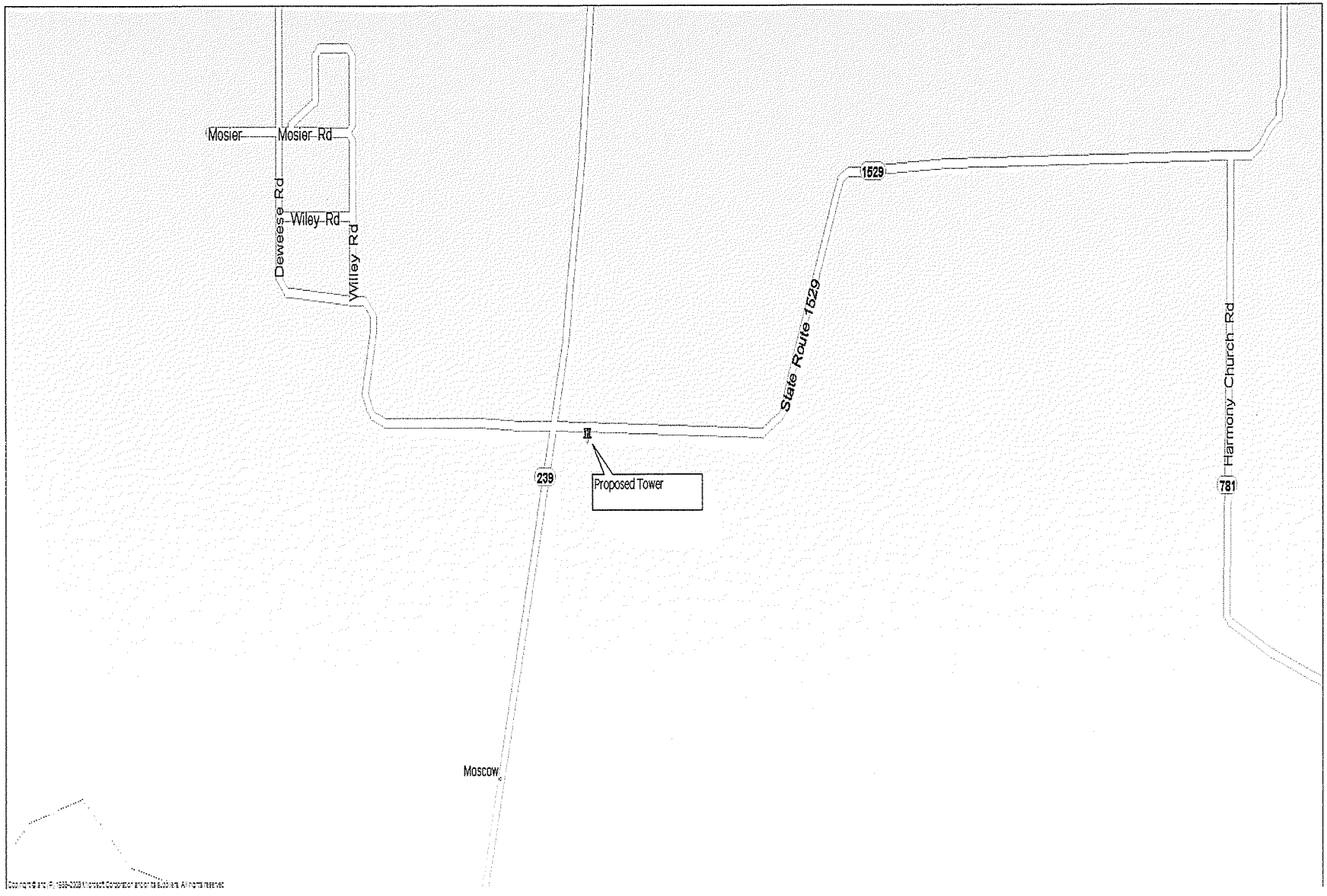

Mosier
Mosier Rd
Dewease Rd
Wiley Rd
Wiley Rd
1529
State Route 1529
Harmony Church Rd
239
Proposed Tower
781
Moscow

Exhibit G

```
                ************************************************
                *            Federal Airways & Airspace        *
                *         Summary Report: New Construction     *
                ************************************************

                Airspace Specialist: Lisa K. Glass

                File: MOSCOW

                Location:  Clinton, KY
                Distance:  4.8 Statute Miles
                Direction: 25° (true bearing)

                Latitude:  36°-36'-12.1"        Longitude: 89°-01'-51.1"

                SITE ELEVATION AMSL.....332 ft.
                STRUCTURE HEIGHT.....199 ft.
                OVERALL HEIGHT AMSL.....531 ft.

NOTICE CRITERIA
  FAR 77.13(a)(1): NNR (DNE 200 ft AGL)
  FAR 77.13(a)(2): NNR (DNE Notice Slope)
  FAR 77.13(a)(3): NNR (Not a Traverse Way)
  FAR 77.13(a)(4): PNR (Circling Approach Area)
  FAR 77.13(a)(4): NNR FAR 77.13(a)(4) Notice Criteria for 1M7
  FAR 77.13(a)(5): NNR (Off Airport Construction)

  NR  = Notice Required
  NNR = Notice Not Required
  PNR = Possible Notice Required (depends upon actual IFR procedure)

  Notice to the FAA is not required at the analyzed location and height.

OBSTRUCTION STANDARDS
  FAR 77.23(a)(1): DNE 500 ft AGL
  FAR 77.23(a)(2): DNE - Airport Surface
  FAR 77.25(a): DNE - Horizontal Surface
  FAR 77.25(b): DNE - Conical Surface
  FAR 77.25(c): DNE - Primary Surface
  FAR 77.25(d): DNE - Approach Surface
  FAR 77.25(e): DNE - Transitional Surface

VFR TRAFFIC PATTERN AIRSPACE FOR: 0KY7: CLINTON-HICKMAN COUNTY
Type: A   RD: 1000000   RE: 0
  FAR 77.23(a)(1):        DNE
  FAR 77.23(a)(2):        Does Not Apply.
VFR TRAFFIC PATTERN AIRSPACE FOR: 1M7: FULTON
Type: A   RD: 43089.45   RE: 400
  FAR 77.23(a)(1):        DNE
  FAR 77.23(a)(2):        Does Not Apply.
  VFR Horizontal Surface: DNE
  VFR Conical Surface:    DNE
  VFR Approach Slope:     DNE
  VFR Transitional Slope: DNE

  VFR Horizontal Surface: DNE
  VFR Conical Surface:    DNE
  VFR Approach Slope:     DNE
  VFR Transitional Slope: DNE

TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)
  FAR 77.23(a)(3) Departure Surface Criteria (40:1)
  DNE Departure Surface

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)
  FAR 77.23(a)(4) MOCA Altitude Enroute Criteria
  The Maximum Height Permitted is 1400 ft AMSL

PRIVATE LANDING FACILITIES
  No Private Landing Facilites Are Within 6 NM

AIR NAVIGATION ELECTRONIC FACILITIES
```

No Electronic Facilites Are Within 25,000 ft

FCC AM PROOF-OF-PERFORMANCE
NOT REQUIRED: Structure is not near a FCC licensed AM radio station Proof-of-Performance is not required. Please review AM Station Report for details.

Nearest AM Station: WFUL @ 14970 meters.

Airspace® Summary Version 2010.7

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08-18-2010
10:07:16

Exhibit H

Brandi Day

From: Houlihan, John (KYTC) [John.Houlihan@ky.gov]
Sent: Monday, August 09, 2010 8:40 AM
To: Brandi Day
Subject: RE: Moscow KAZC Filing 199agl

Importance: Low

Ms. Day,

The application you submitted does not require a permit from the Kentucky Airport Zoning Commission. The proposed antenna does meet any of the following:

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

(1) 100 to one (1) for a horizontal distance of 20,000 feet from the nearest point of the nearest runway of each public use and military airport with at least one (1) runway 3,200 feet or more in length; or

(2) Fifty (50) to one (1) for a horizontal distance of 10,000 feet from the nearest point of the nearest runway of each public use and military airport with its longest runway less than 3,200 feet in actual length.

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

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

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

Please save this email for your records. Thank you

Kentucky Airport Zoning Commission
John Houlihan, Administrator
90 Airport Road, Building 400
Frankfort, KY 40601
Desk 502.564.0310
Cell 502.330.3955

http://transportation.ky.gov/aviation/kyzoning.html

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From: Brandi Day [mailto:BDay@sbasite.com]
Sent: Friday, August 06, 2010 4:54 PM
To: Houlihan, John (KYTC)
Cc: Terrance Sullivan; Stephanie Leadingham; Vicki Hollis; Patrick Bardone
Subject: Moscow KAZC Filing 199agl

John,

I have attached the documentation for the KAZC filing for AT&T's proposed tower site named Moscow. Please review and feel free to contact me if you have any questions or comments.

Thanks!

ULS License

Cellular License - KNKN830 - NEW CINGULAR WIRELESS PCS, LLC

Call Sign	KNKN830	Radio Service	CL - Cellular
Status	Active	Auth Type	Regular

Market

Market	CMA443 - Kentucky 1 - Fulton	Channel Block	A
Submarket	0	Phase	2

Dates

Grant	08/21/2001	Expiration	10/01/2011
Effective	03/16/2010	Cancellation	

Five Year Buildout Date

02/11/1997

Control Points

1 1650 Lyndon Farms Court, LOUISVILLE, KY
P: (502)332-4700

Licensee

FRN	0003291192	Type	Limited Liability Company

Licensee

NEW CINGULAR WIRELESS PCS, LLC
5601 LEGACY DRIVE, MS: A-3
PLANO, TX 75024
ATTN FCC Group

P:(469)229-7471
F:(469)229-7297
E:LG5201@ATT.COM

Contact

AT&T MOBILITY LLC
Michael P Goggin
1120 20th Street, NW, Suite 1000
Washington, DC 20036
ATTN Michael P. Goggin

P:(202)457-2055
F:(202)457-3074
E:MG7268@att.com

Ownership and Qualifications

Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Exhibit I

Directions to Site: From Clinton at the intersection of State Route 58 (Clay Street) and U.S. 51 (Washington Street), proceed West on State Route 58 (Clay Street) approximately .60 miles to State Route 123. Turn left onto State Route 123 and proceed approximately 1.50 miles to State Route 239. Turn left onto State Route 239 and proceed approximately 4.0 miles to State Route 1529. Turn left onto State Route 1529 to proposed site on right.

Prepared by: Briggs Law Office, PSC (502) 412-9222

Market: Evansville
Cell Site Number: EV3163
Cell Site Name: Moscow
Fixed Asset Number: 10134158

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Brent Martin and Ashley Martin, husband and wife and Sidney Smith, having a Life Estate Reserved Interest, having a mailing address of 1521 County Road 1106, Fancy Farm, Kentucky 42039 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 5151 State Route 1529 West, , in the County of Hickman, State of Kentucky (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **OPTION TO LEASE.**

(a) Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the Property containing approximately 7,000 square feet including the air space above such ground space for the placement of Tenant's Communication Facility as described on attached **Exhibit 1**(the "**Premises**").

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

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional one (1) ye[illegible]e "**Renewal Option Term**") upon written notification to Landlord and the payment of an additional O[illegible] s [illegible] o later than ten (10) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term.**"

(d) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate of Tenant or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned

or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, 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, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the **"Surrounding Property,"**) or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Any sale of the Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other restriction that would prevent or limit Tenant from using the Premises for the Permitted Use.

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of 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 Premises (collectively, the **"Communication Facility"**), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the **"Permitted Use"**). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described on **Exhibit 1** as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use (**"Tenant Changes"**). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the **"Additional Premises"**) for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

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

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the final Extension Term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the final Extension Term, then upon the expiration of the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party 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 rental during such annual terms shall be equal to the rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

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

4. **RENT.**

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

(b) In year one (1) of each Extension Term, the monthly Rent will increase by percen over the Rent paid during the previous Term.

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

5. **APPROVALS.**

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

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

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

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

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

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

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

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

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Sections 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation, 19 Casualty or 24(l) Severability of this Agreement.

7. **INSURANCE.** During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) Workers' Compensation Insurance as required by law; and (iii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford minimum protection of Three Million Dollars ($3,000,000) combined single limit, per occurrence and in the aggregate, providing coverage for bodily injury and property damage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured to the extent of the indemnity provided by Tenant under this Agreement. Notwithstanding the foregoing, Tenant shall have the right to self-insure against the risks for which Tenant is required to insure against in this Section. In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured as permitted by the previous sentence, the following provisions shall apply: (1) Landlord shall promptly and no later than seven (7) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (2) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; (3) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like; (4) Tenant's self-insurance obligation for Landlord shall not extend to claims for punitive damages, exemplary damages, or gross negligence; and (5) such obligation shall not apply when the claim or liability arises from the negligent or intentional act or omission of Landlord, its employees, agents, or independent contractors.

8. **INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, Landlord will provide Tenant, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

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

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will

cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

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

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (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 Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (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 Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

10. WARRANTIES.

(a) Tenant and Landlord 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) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that, 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. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding (**"Claims"**), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of

Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

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

(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Landlord acknowledges that in the event Tenant cannot access the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, $500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant'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. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any structural steel or any foundations or underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any utility company providing utility services to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or a utility company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the public utility.

15. DEFAULT AND RIGHT TO CURE.

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

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

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of

such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. NOTICES.

(a) All notices, requests, demands and communications 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 Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #EV3163; Cell Site Name: Moscow
Fixed Asset No: 10134158
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: EV3163; Cell Site Name: Moscow (State Abbreviation)
Fixed Asset No: 10134158
1025 Lenox Park Blvd., 5th floor
Atlanta, GA 30319

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

If to Landlord: Brent and Ashley Martin
1521 County Road 1106
Fancy Farm, Kentucky 42039

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.

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor will send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

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 Landlord including phone number(s)

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication

Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. CASUALTY. Landlord will provide notice to Tenant 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 Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place a temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Premises, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, then Landlord will promptly rebuild or restore the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES. Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, along with sufficient written documentation detailing any assessment increases attributable to the leasehold improvements, but in no event later than thirty (30) days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for all increases in taxes for the year covered by the assessment, and all subsequent years to the extent (a) Landlord continues to fail in providing notice, or (b) Tenant is precluded from challenging such assessment with the appropriate government authorities. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such 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 Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

22. SALE OF PROPERTY

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale,

subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in Rent to the new landlord.

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

23. **RENTAL STREAM OFFER.** If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement.

24. **MISCELLANEOUS.**

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

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease 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 Lease.

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

(d) **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.

(e) **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.

(f) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(g) **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 this 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; and (viii) the singular use of words includes the plural where appropriate.

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

(i) **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.

(j) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(k) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(l) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

(m) **Counterparts.** 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.

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

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

"LANDLORD"

Brent Martin and Ashley Martin,
husband and wife

By: Brent Martin
Print Name: Brent Martin
Its:
Date: 10-7-10

By: Ashley Martin
Print Name: Ashley Martin
Its:
Date: 10-7-10

Sidney Smith, having a Life Estate Reserved Interest

By: Sidney Smith
Print Name: Sidney Smith
Its:
Date: 10-7-10

"TENANT"
New Cingular Wireless PCS, LLC,
By: AT&T Mobility Corporation
Its: Manager

By:
Print Name: Daniel Toth
Its: Manager of Real Estate and Construction
Date: 10/21/10

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF TENNESSE)

) ss:

COUNTY OF WILLIAMSON)

On the 21st day of OCTOBER, 2010, before me personally appeared Daniel Toth, who acknowledged under oath that he/she is the Manager of Real Estate and Construction of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

ERICA L. CLANTON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 8, 2012

Erica L. Clanton

Notary Public: ERICA L. CLANTON
My Commission Expires: MAY 8, 2012

LANDLORD ACKNOWLEDGMENT

Name: Brent Martin

STATE OF KENTUCKY
COUNTY OF HENRY

The foregoing instrument was acknowledged before me this 7th day of October, 2010 by BRENT MARTIN.

Vic Swindler

Name: VIC SWINDLER
Notary Public

Serial No.: 362428

My Commission Expires: 12/12/2011

[NOTARIAL SEAL]

LANDLORD ACKNOWLEDGMENT

Name: Ashley Martin

STATE OF KENTUCKY
COUNTY OF HICKMAN

The foregoing instrument was acknowledged before me this 7th day of OCTOBER, 2010, by ASHLEY MARTIN.

Name: VIC SNIDLER
Notary Public

Serial No.: 362428

My Commission Expires: 12/12/2011

[NOTARIAL SEAL]

LANDLORD ACKNOWLEDGMENT

Name: Sidney Smith

STATE OF KENTUCKY
COUNTY OF HICKMAN

The foregoing instrument was acknowledged before me this 7th day of OCTOBER, 2010, by SIDNEY SMITH.

Name: VIC SNIDLER
Notary Public

Serial No.: 362428

My Commission Expires: 12/12/2011

[NOTARIAL SEAL]

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 3

to the Agreement dated OCTOBER 21, 2010, by and between Brent Martin and Ashley Martin, husband and wife and Sidney Smith, having a Life Estate Reserved Interest, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

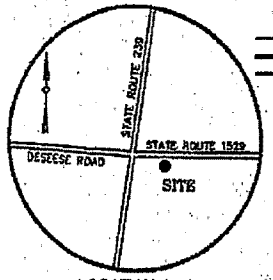
See Attached Survey

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES 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.
4. 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.

10-27-10; 11:28AM; # 23/ 33

Exhibit 1
page 2 of 2



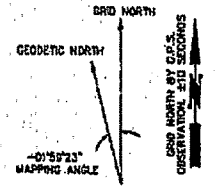
LOCATION MAP
CLINTON, HICKMAN CO., KY
NOT TO SCALE

LEGEND

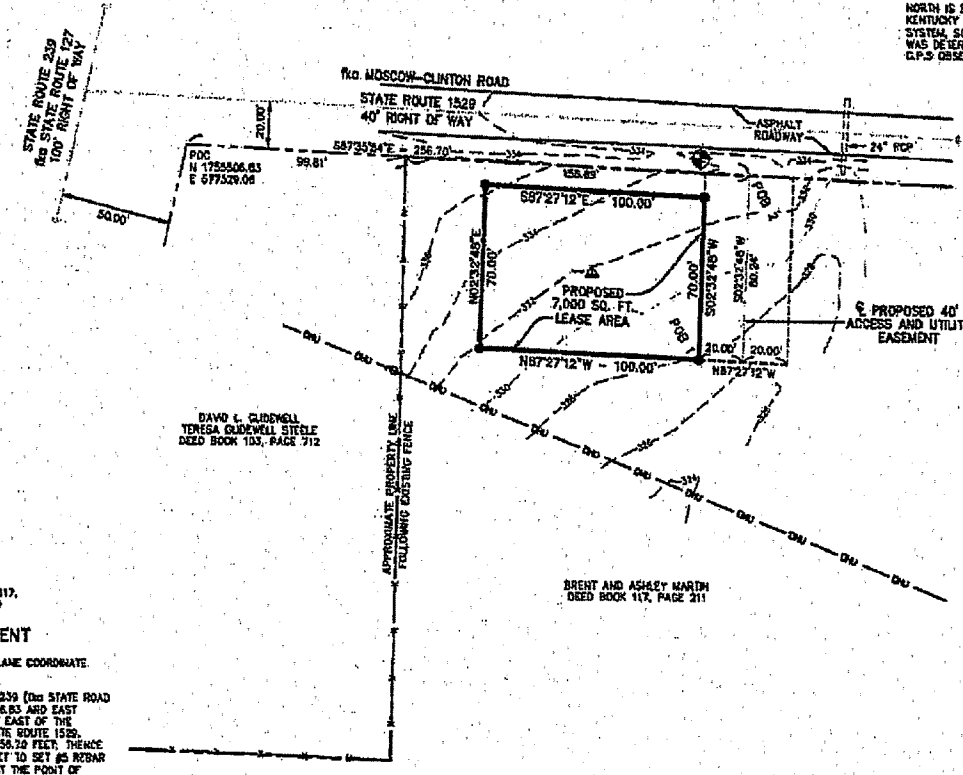
- OHU — EXISTING OVERHEAD UTILITIES
- LEASE LINE
- APPROXIMATE PROPERTY LINE
- UP — UTILITY POLE
- SET #5 REBAR WITH CAP STAMPED "JOHN THOMAS #3259" UNLESS OTHERWISE NOTED
- POC — POINT OF COMMENCEMENT
- POB — POINT OF BEGINNING

BENCHMARK
NORTH: 1755489.47
EAST: 677566.08
ELEVATION: 334.24 (NAVD 88)
LOCATION: #5 REBAR WITH CAP "9TH TRAVERSE"

COORDINATE POINT LOCATION
PROPOSED TOWER CENTERLINE
NAD 1983
LATITUDE: 36°36'12.122"N
LONGITUDE: 89°01'51.100"W
ELEVATION: 331.61 (NAVD 88)
STATE PLANE COORDINATE
NORTHING: 1755453.99
EASTING: 677513.59



NORTH IS BASED ON GRID NORTH KENTUCKY STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1983) AND WAS DETERMINED BY COMPUTATION FROM G.P.S. OBSERVATION ON AUGUST 3, 2010.



LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT AND SURVEY WERE MADE UNDER MY SUPERVISION, AND THAT THE ANGULAR AND LINEAR MEASUREMENTS AS WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS MADE BY METHOD OF RANDOM TRAVERSE WITH SIDESHOTS. THE UNADJUSTED CLOSURE RATIO OF THE TRAVERSE WAS GREATER THAN 1:5,000. THIS SURVEY MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR A CLASS "B" SURVEY AS ESTABLISHED BY THE STATE OF KENTUCKY PER 201 KAR 18:150.

JOHN M. THOMAS, PLS 3259 — DATE 8-17-10

OWNER APPROVAL: _____ DATE _____

OWNER APPROVAL: _____ DATE _____

AT&T APPROVAL: _____ DATE _____

LEGAL DESCRIPTIONS

THIS IS THE DESCRIPTION FOR AT&T, FOR AN AREA TO BE LEASED FROM A TRACT OF LAND CONVEYED TO BRENT AND ASHLEY MARTH BY DEED OF RECORD IN DEED BOOK 117, PAGE 211 IN THE OFFICE OF THE COUNTY CLERK OF HICKMAN COUNTY, KENTUCKY AND FURTHER DESCRIBED AS FOLLOWS:

DESCRIPTION OF PROPOSED LEASE AREA AND EASEMENT

NOTE: ALL BEARINGS AND DISTANCES ARE BASED ON GRID NORTH KENTUCKY STATE PLANE COORDINATE SYSTEM SOUTH ZONE NAD 1983.

COMMENCING AT THE SOUTHEAST INTERSECTION OF RIGHT OF WAYS FOR STATE ROUTE 239 (f/k/a STATE ROAD 127) AND STATE ROUTE 1529 AT KENTUCKY STATE PLANE COORDINATE, NORTH 1755506.83 AND EAST 677329.08 SAID POINT OF COMMENCEMENT BEING LOCATED APPROXIMATELY 50.00 FEET EAST OF THE CENTERLINE OF STATE ROUTE 239 AND 20.00 FEET SOUTH OF THE CENTERLINE OF STATE ROUTE 1529; THENCE ALONG THE SOUTH RIGHT OF WAY OF SAID STATE ROUTE 1529, S87°35'54"E, 256.70 FEET; THENCE LEAVING SAID RIGHT OF WAY S02°32'48"W, 80.24 FEET; THENCE N87°27'12"W, 20.00 FEET TO SET #5 REBAR WITH CAP STAMPED "JOHN THOMAS #3259" HEREAFTER REFERRED TO AS SET REBAR AT THE POINT OF BEGINNING 1; THENCE WITH THE PROPOSED LEASE AREA THE FOLLOWING 4 CALLS; N87°27'12"W, 100.00 FEET TO A SET REBAR ; THENCE N02°32'48"E 70.00 FEET TO A SET REBAR; THENCE S87°27'12"E, 100.00 FEET TO A SET REBAR; THENCE S02°32'48"W, 70.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 7,000 SQUARE FEET.

ALSO, THE RIGHT TO USE FOR ACCESS AND UTILITIES TO THE ABOVE DESCRIBED LEASE AREA, A 40-FOOT WIDE EASEMENT BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST INTERSECTION OF RIGHT OF WAYS FOR STATE ROUTE 239 (f/k/a STATE ROAD 127) AND STATE ROUTE 1529 AT KENTUCKY STATE PLANE COORDINATE, NORTH 1755506.83 AND EAST 677329.08 SAID POINT OF COMMENCEMENT BEING LOCATED APPROXIMATELY 50.00 FEET EAST OF THE CENTERLINE OF STATE ROUTE 239 AND 20.00 FEET SOUTH OF THE CENTERLINE OF STATE ROUTE 1529. THENCE ALONG THE SOUTH RIGHT OF WAY OF SAID STATE ROUTE 1529, S87°35'54"E, 256.70 FEET TO THE POINT OF BEGINNING 2; THENCE LEAVING SAID RIGHT OF WAY AND WITH SAID 40-FOOT WIDE EASEMENT CENTERLINE, S02°32'48"W, 80.24 FEET TO THE TERMINATION OF SAID EASEMENT CENTERLINE AS SHOWN ON A PARTIAL BOUNDARY SURVEY BY JOHN M. THOMAS, PLS 3259 OF 9TH ENGINEERING, INC., DATED AUGUST 2010, PROJECT NO. "MSORD-MOSCOW".

GRAPHIC SCALE
50 0 25 50
1 INCH = 50 FT.

NOTE

1. THIS SURVEY IS SUBJECT TO ALL EXISTING EASEMENTS, RESTRICTIONS, EXCEPTIONS, SERVITUDE'S, RIGHT OF WAYS AND PRIOR LEASES WHETHER SHOWN HEREON OR NOT. A TITLE REPORT MAY REVEAL EASEMENTS OR OTHER DEFECTS WHETHER SHOWN HEREON OR NOT.

FLOOD PLAIN CERTIFICATION

I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 21083C0003A DATED MARCH 3, 1978 AND THE LEASE AREA DOES NOT APPEAR TO BE IN A FLOOD HAZARD AREA.

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9TH ENGINEERING, INC.
3001 TAYLOR SPRINGS DRIVE
LOUISVILLE, KENTUCKY 40220
(502) 459-8402 PHONE
(502) 459-8427 FAX

8-17-10
STATE OF KENTUCKY
JOHN M. THOMAS
3259
LICENSED PROFESSIONAL LAND SURVEYOR

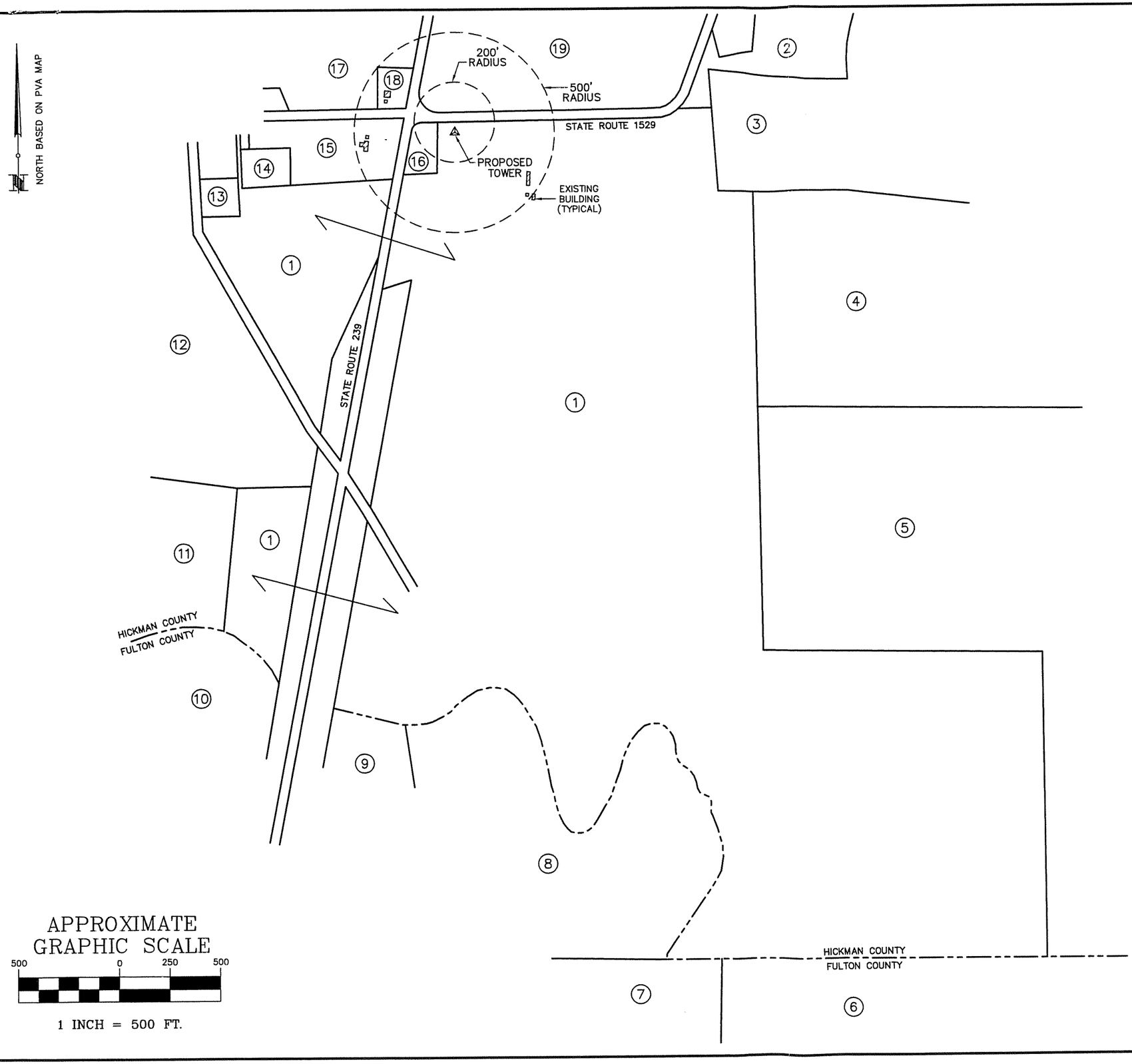
SITE NAME: MOSCOW
SITE I.D.: EV3163
SITE ADDRESS: 5151 STATE ROUTE 1529 CLINTON, HICKMAN COUNTY, KY 42031
LEASE AREA: 7,000 SQ. FT.
PROPERTY OWNER: BRENT AND ASHLEY MARTH 1231 COUNTY ROAD 1180 FANCY FARM, KY 42039
TAX MAP NUMBER: 35
PARCEL NUMBER: 15
SOURCE OF TITLE: DEED BOOK 117, PAGE 211
LATITUDE: 36° 36' 12.122"N
LONGITUDE: 89° 01' 51.100"W

NO.	REVISION/ISSUE	DATE
1	ISSUE	8/17/10

TITLE: COMMUNICATIONS SITE SURVEY

SHEET: C-2

Exhibit J



APPROXIMATE GRAPHIC SCALE

500 0 250 500

1 INCH = 500 FT.

THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY.

GENERAL NOTE:

ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF HICKMAN AND FULTON COUNTY, KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICES ON 8-3-10. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESS DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES.

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BTM ENGINEERING, INC.
3001 TAYLOR SPRINGS DRIVE
LOUISVILLE, KENTUCKY 40220
(502) 459-8402 PHONE
(502) 459-8427 FAX

11-1-10

STATE OF KENTUCKY
JOHN M. THOMAS
3259
LICENSED PROFESSIONAL LAND SURVEYOR

SITE NAME: MOSCOW

SITE I.D.: EV3163

SITE ADDRESS: 5151 STATE ROUTE 1529
CLINTON, HICKMAN COUNTY, KY 42031

LEASE AREA: 7,000 SQ. FT.

PROPERTY OWNER: BRENT AND ASHLEY MARTIN
1521 COUNTY ROAD 1106
FANCY FARM, KY 42039

TAX MAP NUMBER: 36

PARCEL NUMBER: 15

SOURCE OF TITLE: DEED BOOK 117, PAGE 211

LATITUDE: 36° 36' 12.122"N
LONGITUDE: 89° 01' 51.100"W

NO.	REVISION/ISSUE	DATE
1	ISSUE	8/17/10

TITLE: 500' RADIUS VICINITY MAP

SHEET: C-1

(1) TAX MAP 36, PARCEL 15
BRENT AND ASHLEY MARTIN
1521 COUNTY ROAD 1106
FANCY FARM, KY 42039

(2) TAX MAP 36, PARCEL 17.01
CRAIG REHKLAU
335 STATE ROUTE 781
CLINTON, KY 42031

(3) TAX MAP 36, PARCEL 17
CRAIG REHKLAU
335 STATE ROUTE 781
CLINTON, KY 42031

(4) TAX MAP 36, PARCEL 19
CRAIG REHKLAU
335 STATE ROUTE 781
CLINTON, KY 42031

(5) TAX MAP 36, PARCEL 20
E. ALLEN AND JACKIE KYLE
601 STATE ROUTE 781
CLINTON, KY 42031

(6) TAX MAP 43, PARCEL 7
FULTON COUNTY
NANCY ATWILL
512 WELLS AVENUE
FULTON, KY 42041

(7) TAX MAP 43, PARCEL 6
FULTON COUNTY
FONDA A. GROGAN
3328 NEW PROVIDENCE ROAD
MURRAY, KY 42071

(8) TAX MAP 43, PARCEL 4
FULTON COUNTY
SIDNEY SMITH EST
1529 STATE ROUTE 5151 WEST
CLINTON, KY 42031

(9) AND (10) TAX MAP 43, PARCEL 3
FULTON COUNTY
HARVEY D. SR. AND ARTIE BONDURANT
RUTH JEAN AND JAMES Y. DODD
DANIEL M. JR. AND PHYLLIS J. UPTON
CHERYL A. AND JEFF S. HOLT
DENNIS R. AND ELIZABETH J. ____?____
5297 STATELINE ROAD
SOUTH FULTON, TN 38257

(11) TAX MAP 36, PARCEL 8
TIMOTHY G. AND SANDRA J. LUSK
77 FREEMAN ROAD
FULTON, KY 42041

(12) TAX MAP 36, PARCEL 22
MYATT AND MYATT
C/O SANDRA LUSK
77 FREEMAN ROAD
FULTON, KY 42041

(13) TAX MAP 36-1, PARCEL 24
ROBERT N. SR. AND BEULAH M. COX
ROUTE 3 BOX 261
UNION CITY, TN 38261

(14) TAX MAP 36-1, PARCEL 28
DORA STARKS ESTATE
C/O LEWIS E. STARKS
3101 RED OAK CIRCLE
BURNSVILLE, MN 55337

(15) TAX MAP 36, PARCEL 11
PAUL AND BARBARA JACKSON
3283 STATE ROUTE 239
CLINTON, KY 42031

(16) TAX MAP 36, PARCEL 15.01
WALLACE AND WANDA GLIDEWELL
1248 STATE ROUTE 239
CLINTON, KY 42031

(17) TAX MAP 36, PARCEL 4.05
WALLACE AND WANDA GLIDEWELL
1248 STATE ROUTE 239
CLINTON, KY 42031

(18) TAX MAP 36, PARCEL 4.01
BARBARA JACKSON
3235 STATE ROUTE 239
CLINTON, KY 42031

(19) TAX MAP 36, PARCEL 4.03
PAUL E. JONES JR.
4794 STATE ROUTE 1529 WEST
CLINTON, KY 42031

NOTE: ALL PARCELS SHOWN HEREON ARE LOCATED IN HICKMAN COUNTY, KENTUCKY UNLESS OTHERWISE NOTED AS BEING IN FULTON COUNTY, KENTUCKY

GENERAL NOTE:

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11-1-10
STATE OF KENTUCKY
JOHN M. THOMAS
3259
LICENSED PROFESSIONAL LAND SURVEYOR

SITE NAME: MOSCOW

SITE I.D.: EV3163

SITE ADDRESS: 5151 STATE ROUTE 1529
CLINTON, HICKMAN COUNTY, KY 42031

LEASE AREA: 7,000 SQ. FT.

PROPERTY OWNER:
BRENT AND ASHLEY MARTIN
1521 COUNTY ROAD 1106
FANCY FARM, KY 42039

TAX MAP NUMBER: 36

PARCEL NUMBER: 15

SOURCE OF TITLE:
DEED BOOK 117, PAGE 211

LATITUDE: 36° 36' 12.122"N
LONGITUDE: 89° 01' 51.100"W

NO.	REVISION/ISSUE	DATE
1	ISSUE	8/17/10

TITLE:
500' RADIUS
OWNER'S LIST

SHEET:
C-1A

BRIGGS LAW OFFICE, PSC

1301 Clear Springs Trace | Suite 205 | Louisville, Kentucky 40223
Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction
Wireless Telecommunications Facility

Craig Rehklau
335 State Route 781
Clinton, KY 42031

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 5151 State Route 1529, Clinton, Kentucky 42031. A map showing the location is attached. The proposed facility will include a 195 foot monopole tower, plus related ground facilities.

This notice is being sent to you because the Hickman or Fulton County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR is contiguous to the property on which the tower is to be constructed.

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2010-00414 in any correspondence.

Sincerely,

Todd R. Briggs
Counsel for New Cingular Wireless PCS, LLC

Enclosure

BRIGGS LAW OFFICE, PSC

1301 Clear Springs Trace | Suite 205 | Louisville, Kentucky 40223
Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

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also admitted in Colorado

Notice of Proposed Construction
Wireless Telecommunications Facility

E. Allen and Jackie Kyle
601 State Route 781
Clinton, KY 42031

Via Certified Mail Return Receipt Requested

Dear Landowner:

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Sincerely,

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Counsel for New Cingular Wireless PCS, LLC

Enclosure

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Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction
Wireless Telecommunications Facility

Nancy Atwill
512 Wells Avenue
Fulton, KY 42041

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 5151 State Route 1529, Clinton, Kentucky 42031. A map showing the location is attached. The proposed facility will include a 195 foot monopole tower, plus related ground facilities.

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Sincerely,

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Counsel for New Cingular Wireless PCS, LLC

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Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction
Wireless Telecommunications Facility

Fonda A. Grogan
3328 New Providence Road
Murray, KY 42071

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 5151 State Route 1529, Clinton, Kentucky 42031. A map showing the location is attached. The proposed facility will include a 195 foot monopole tower, plus related ground facilities.

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Sincerely,

Todd R. Briggs
Counsel for New Cingular Wireless PCS, LLC

Enclosure

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Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction
Wireless Telecommunications Facility

Sidney Smith Est.
1529 State Route 5151 West
Clinton, KY 42031

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 5151 State Route 1529, Clinton, Kentucky 42031. A map showing the location is attached. The proposed facility will include a 195 foot monopole tower, plus related ground facilities.

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Sincerely,

Todd R. Briggs
Counsel for New Cingular Wireless PCS, LLC

Enclosure

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1301 Clear Springs Trace | Suite 205 | Louisville, Kentucky 40223
Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction
Wireless Telecommunications Facility

Harvey D. Sr. & Artie Bondurant, et al
5297 Stateline Road
South Fulton, TN 38257

Via Certified Mail Return Receipt Requested

Dear Landowner:

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Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction
Wireless Telecommunications Facility

Timothy G. and Sandra J. Lusk
77 Freeman Road
Fulton, KY 42041

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 5151 State Route 1529, Clinton, Kentucky 42031. A map showing the location is attached. The proposed facility will include a 195 foot monopole tower, plus related ground facilities.

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Sincerely,

Todd R. Briggs
Counsel for New Cingular Wireless PCS, LLC

Enclosure

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1301 Clear Springs Trace | Suite 205 | Louisville, Kentucky 40223
Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction
Wireless Telecommunications Facility

Myatt and Myatt
c/o Sandra Lusk
77 Freeman Road
Fulton, KY 42041

Via Certified Mail Return Receipt Requested

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Todd R. Briggs
Counsel for New Cingular Wireless PCS, LLC

Enclosure

BRIGGS LAW OFFICE, PSC

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Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction
Wireless Telecommunications Facility

Robert N. Sr. and Beulah M. Cox
Route 3 Box 261
Union City, TN 38261

Via Certified Mail Return Receipt Requested

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Sincerely,

Todd R. Briggs
Counsel for New Cingular Wireless PCS, LLC

Enclosure

BRIGGS LAW OFFICE, PSC

1301 Clear Springs Trace | Suite 205 | Louisville, Kentucky 40223
Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction
Wireless Telecommunications Facility

Dora Starks Estate
c/o Lewis E. Starks
3101 Red Oak Circle
Burnsville, MN 55337

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 5151 State Route 1529, Clinton, Kentucky 42031. A map showing the location is attached. The proposed facility will include a 195 foot monopole tower, plus related ground facilities.

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todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction
Wireless Telecommunications Facility

Paul and Barbara Jackson
3283 State Route 239
Clinton, KY 42031

Via Certified Mail Return Receipt Requested

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Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction
Wireless Telecommunications Facility

Wallace and Wanda Glidewell
1248 State Route 239
Clinton, KY 42031

Via Certified Mail Return Receipt Requested

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Todd R. Briggs
Counsel for New Cingular Wireless PCS, LLC

Enclosure

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Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction
Wireless Telecommunications Facility

Barbara Jackson
3235 State Route 239
Clinton, KY 42031

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 5151 State Route 1529, Clinton, Kentucky 42031. A map showing the location is attached. The proposed facility will include a 195 foot monopole tower, plus related ground facilities.

This notice is being sent to you because the Hickman or Fulton County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR is contiguous to the property on which the tower is to be constructed.

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2010-00414 in any correspondence.

Sincerely,

Todd R. Briggs
Counsel for New Cingular Wireless PCS, LLC

Enclosure

BRIGGS LAW OFFICE, PSC

1301 Clear Springs Trace | Suite 205 | Louisville, Kentucky 40223
Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction
Wireless Telecommunications Facility

Paul E. Jones, Jr.
4794 State Route 1529 West
Clinton, KY 42031

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 5151 State Route 1529, Clinton, Kentucky 42031. A map showing the location is attached. The proposed facility will include a 195 foot monopole tower, plus related ground facilities.

This notice is being sent to you because the Hickman or Fulton County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR is contiguous to the property on which the tower is to be constructed.

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2010-00414 in any correspondence.

Sincerely,

Todd R. Briggs
Counsel for New Cingular Wireless PCS, LLC

Enclosure

Exhibit K

BRIGGS LAW OFFICE, PSC

1301 Clear Springs Trace | Suite 205 | Louisville, Kentucky 40223
Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Via Certified Mail Return Receipt Requested

Honorable Gregg Pruitt
Hickman County Judge Executive
110 East Clay Street
Clinton, KY 42031

RE: Notice of Proposal to Construct Wireless Telecommunications Facility
Kentucky Public Service Commission--Case No. 2010-00414

Dear Judge Baron:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 5151 State Route 1529, Clinton, Kentucky 42031. A map showing the location is attached. The proposed facility will include a 195 foot monopole tower, plus related ground facilities.

You have a right to submit comments regarding the proposed construction to the Commission or to request intervention in the Commission's proceedings on this application.

Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2010-00414 in any correspondence.

Sincerely,

Todd R. Briggs
Counsel for New Cingular Wireless PCS, LLC

Enclosure

Exhibit L

PUBLIC NOTICE

New Cingular Wireless PCS, LLC proposes to construct a telecommunications

TOWER

on this site. If you have any questions please contact:

Briggs Law Office, PSC
1301 Clear Springs Trace
Suite 205
Louisville, KY 40223
(502) 412-9222

or

Executive Director
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602

Please refer to Commission's
Case #2010-00414
in your correspondence.

PUBLIC NOTICE

New Cingular Wireless PCS, LLC proposes to construct a telecommunications

TOWER

near this site. If you have any questions please contact:

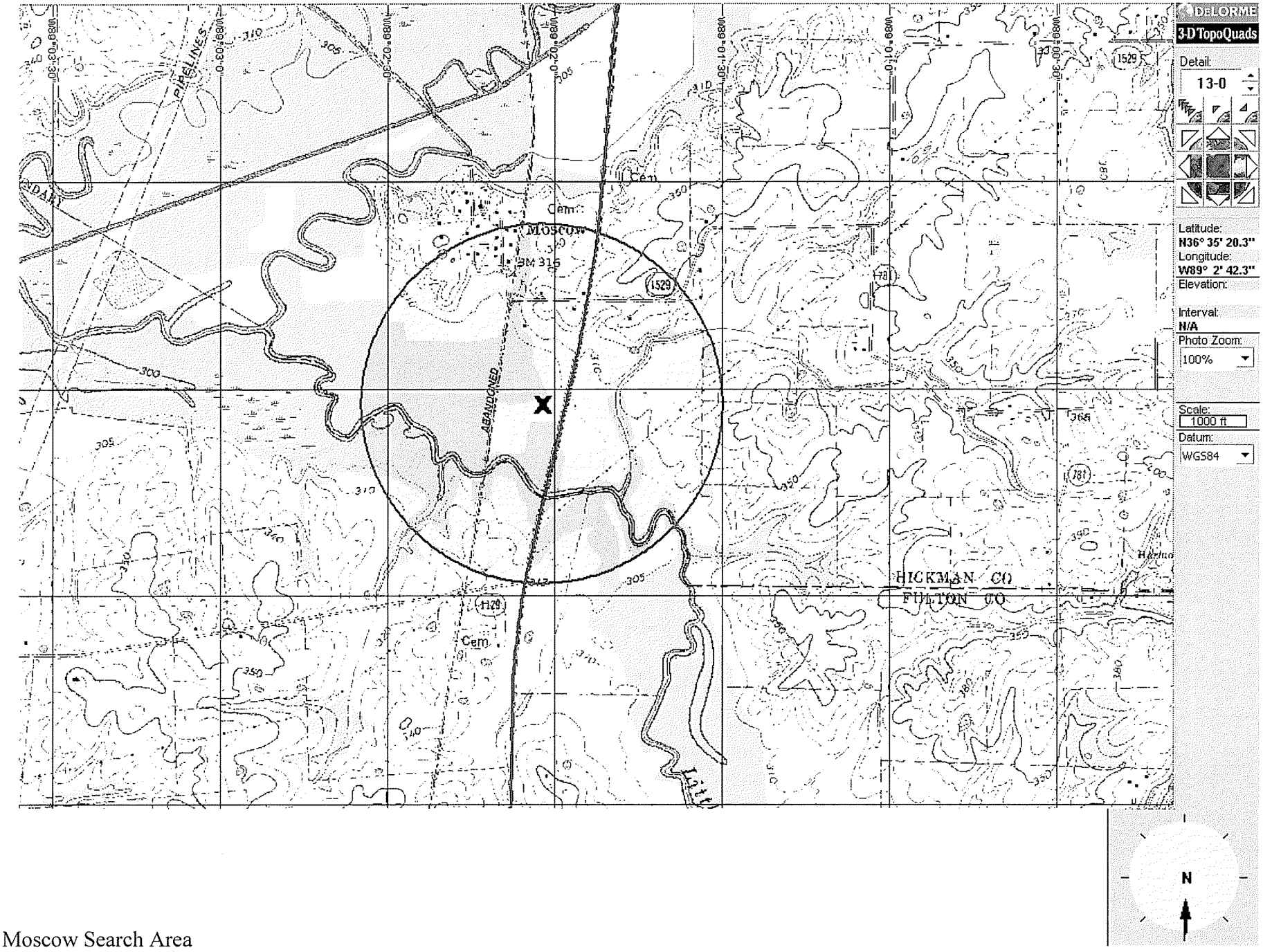
Briggs Law Office, PSC
1301 Clear Springs Trace
Suite 205
Louisville, KY 40223
(502) 412-9222

or

Executive Director
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602

Please refer to Commission's
Case #2010-00414
in your correspondence.

Exhibit M



Moscow Search Area

Exhibit N

AT&T Mobility
3231 N. Green River Rd.
Evansville, IN 47715

Sherri A Lewis
RF Design Engineer - Kentucky
3231 North Green River Road
Evansville, IN 47715
Phone: 812-457-3327

November 2, 2010

To Whom It May Concern:

Dear Sir or Madam:

This letter is to state that there is no more suitable location reasonably available from which adequate service can be provided in the area of the proposed Moscow site. There are no collocation opportunities available as there are no tall structures located within this site's search area.

Sherri A Lewis
RF Design Engineer

USA Proud Sponsor of the U.S. Olympic Team

AT&T Mobility
3231 N. Green River Rd.
Evansville, IN 47715

Sherri A Lewis
RF Design Engineer - Kentucky
3231 North Green River Road
Evansville, IN 47715
Phone: 812-457-3327

November 2, 2010

To Whom It May Concern:

Dear Sir or Madam:

This letter is to serve as documentation that the proposed AT&T site called Moscow, to be located in Hickman County, KY at Latitude 36-36-12.12 North, Longitude 089-01-51.10 West, has been designed, and will be built and operated in accordance with all applicable FCC and FAA regulations.

Sherri A Lewis
RF Design Engineer

USA Proud Sponsor of the U S Olympic Team

AT&T Mobility
3231 N. Green River Rd.
Evansville, IN 47715

Sherri A Lewis
RF Design Engineer - Kentucky
3231 North Green River Road
Evansville, IN 47715
Phone: 812-457-3327

November 3, 2010

To Whom It May Concern:

Dear Sir or Madam:

This letter is to state the need of the proposed AT&T site called Moscow, to be located in Hickman County, KY. The Moscow site is necessary to improve coverage and eliminate interference in southern Hickman County. This site will improve the coverage and reduce interference on Hwy 1529, Hwy 239, in the town of Moscow, and the surrounding area. Our closest existing site to this area is over 5.5 miles away; thus, there is currently no dominant server in this area. This lack of a dominant server causes many quality issues for the customers. Currently customers in this area experience high dropped calls and may experience poor call quality or areas of no service. With the addition of this site, the customers in this area of Hickman County will experience improved reliability, better in-building coverage, and improved access to emergency 911 services.

Sherri A Lewis
RF Design Engineer

USA Proud Sponsor of the U S Olympic Team