

# BRIGGS LAW OFFICE, PSC

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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*

January 7, 2011

Via FedEx Overnight Delivery

RECEIVED

JAN 10 2011

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: 2010-00437**

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**

JAN 10 2011

**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: 2010-00437  
550 STATE ROUTE 58 EAST, CLINTON )  
HICKMAN COUNTY, KENTUCKY, 42031 )

SITE NAME: FULGHAM (EV3162)

**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 550 State Route 58 East, Clinton, Kentucky 42031 (38° 39' 04.912" North Latitude, 88° 52' 06.768" West Longitude (NAD 83)), in an area entirely within Hickman County. The property in which the WCF will be located is currently owned by Sammy Sugg and Carolyn B. Sugg, pursuant to that Deed of record in Deed Book 121, Page 728 in the Office of the Hickman County Clerk. The proposed WCF will consist of a 250 foot self-support tower with an approximately 9-foot tall lightning arrestor attached to the top of the tower for a total height of 259 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 November 8, 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. The Federal Aviation Administration Determination of No Hazard to Air Navigation is attached as **Exhibit G**. The Kentucky Airport Zoning Commission Approval of Application is also attached as **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. 2103380002A 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 County Property Valuation Administrator, 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 Fulgham, 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.

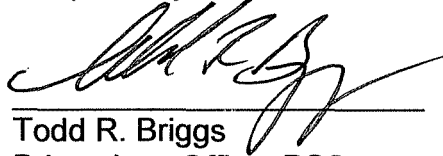
19. A map of the area in which the proposed WCF is located, that is drawn to scale and that clearly depicts the search area in which a site should, pursuant to radio frequency requirements, be located is attached as **Exhibit M**.

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](mailto: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 Approval KAZC Approval
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,

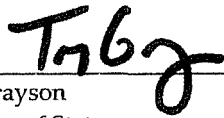
**NEW CINGULAR WIRELESS PCS, LLC**

, 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 30<sup>th</sup> day of September, 2010, in the 219<sup>th</sup> year of the Commonwealth.



  
\_\_\_\_\_  
Trey Grayson  
Secretary of State  
Commonwealth of Kentucky  
104309/0481848

# Delaware

PAGE 1

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.

2445544 8100

040770586



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary

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]*





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.

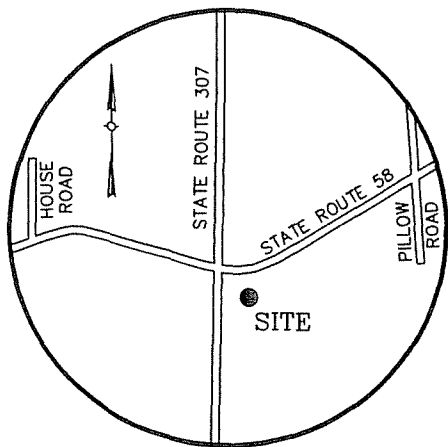
DATED this 7 day of September, 1999.

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



Mark U. Thomas, Vice President

# Exhibit B



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

**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* 1-7-11  
JOHN M. THOMAS, PLS 3259 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 SAMMY SUGG BY DEED OF RECORD IN DEED BOOK 121, PAGE 728 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 A FOUND #4 REBAR IN THE SOUTH RIGHT-OF-WAY OF STATE ROUTE 58 AT KENTUCKY STATE PLANE COORDINATE, NORTH 1771741.02 AND EAST 725665.99 ALSO BEING THE NORTHWEST PROPERTY CORNER OF THE TRACT OF LAND CONVEYED TO SAMMY SUGG BY DEED OF RECORD IN DEED BOOK 121, PAGE 728 IN THE OFFICE OF THE COUNTY CLERK OF HICKMAN COUNTY, KENTUCKY; SAID POINT OF COMMENCEMENT BEING LOCATED APPROXIMATELY 460 FEET EAST OF THE CENTERLINE OF STATE ROUTE 307. THENCE S00°29'36"W, 382.72 FEET TO THE POINT OF BEGINNING 1; THENCE WITH THE PROPOSED LEASE AREA THE FOLLOWING 4 CALLS, S87°19'19"E, 100.00 FEET TO A SET #5 REBAR WITH CAP STAMPED "JOHN THOMAS #3259" HEREAFTER REFERRED TO AS A SET REBAR; THENCE S02°40'41"W, 100.00 FEET TO A SET REBAR; THENCE N87°19'19"W, 100.00 TO A SET REBAR; THENCE N02°40'41"E, 100.00 FEET TO THE POINT OF BEGINNING 1 AND CONTAINING 10,000 SQUARE FEET.

ALSO, THE RIGHT TO USE FOR ACCESS AND UTILITIES TO THE ABOVE DESCRIBED LEASE AREA, A 30-FOOT WIDE EASEMENT BEING DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND #4 REBAR IN THE SOUTH RIGHT OF WAY OF STATE ROUTE 58 AT KENTUCKY STATE PLANE COORDINATE, NORTH 1771741.02 AND EAST 725665.99 ALSO BEING THE NORTHWEST PROPERTY CORNER OF THE TRACT OF LAND CONVEYED TO SAMMY SUGG BY DEED OF RECORD IN DEED BOOK 121, PAGE 728 IN THE OFFICE OF THE COUNTY CLERK OF HICKMAN COUNTY, KENTUCKY; SAID POINT OF COMMENCEMENT BEING LOCATED APPROXIMATELY 460 FEET EAST OF THE CENTERLINE OF STATE ROUTE 307. THENCE S00°29'36"W, 382.72 FEET TO THE POINT OF BEGINNING 1; THENCE WITH SAID EASEMENT CENTERLINE, N05°13'57"W, 357.03 FEET TO THE TERMINATION OF SAID EASEMENT CENTERLINE IN THE SOUTH RIGHT OF WAY OF STATE ROUTE 58.

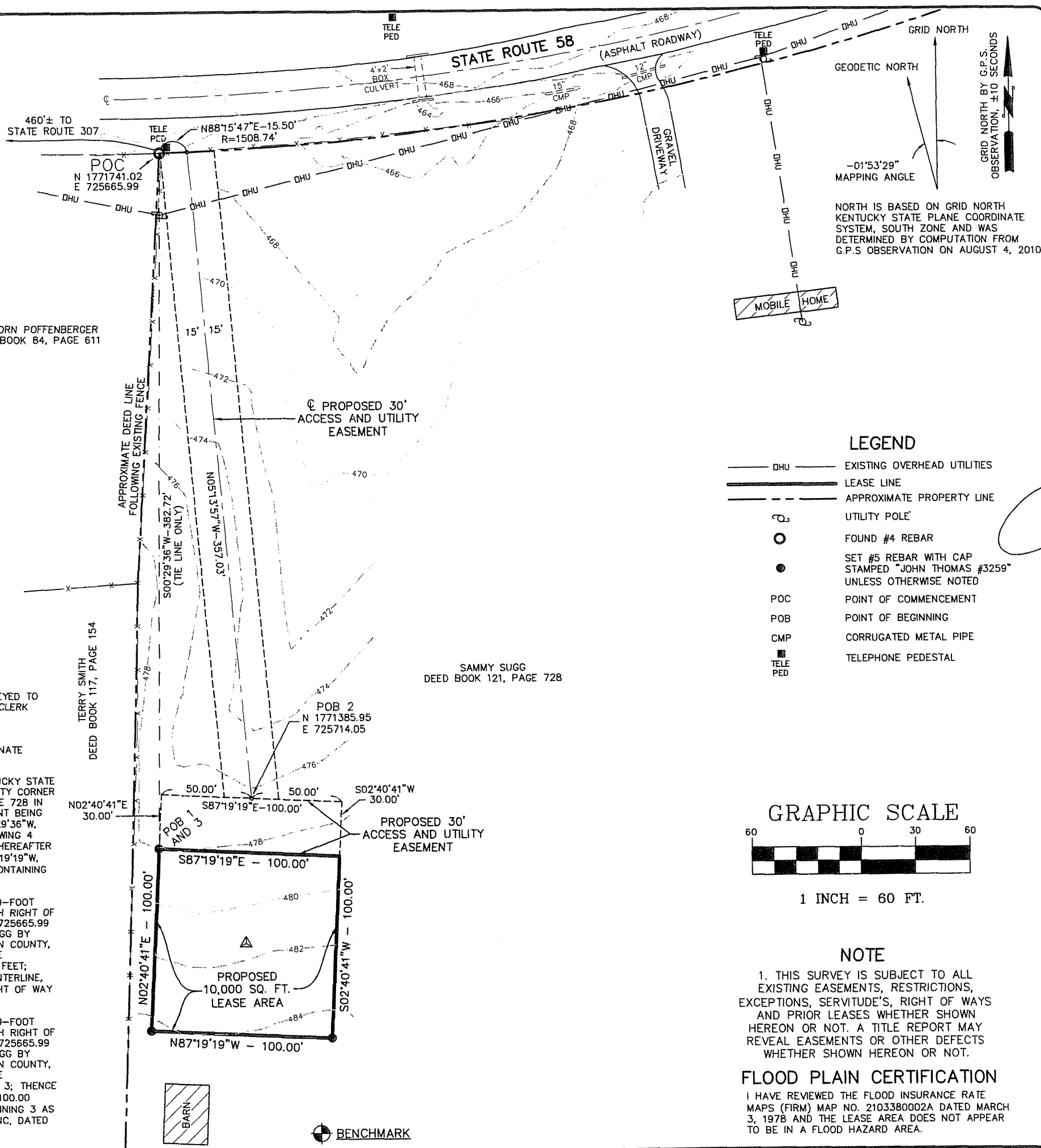
ALSO, THE RIGHT TO USE FOR ACCESS AND UTILITIES TO THE ABOVE DESCRIBED LEASE AREA, A 30-FOOT WIDE EASEMENT BEING DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND #4 REBAR IN THE SOUTH RIGHT OF WAY OF STATE ROUTE 58 AT KENTUCKY STATE PLANE COORDINATE, NORTH 1771741.02 AND EAST 725665.99 ALSO BEING THE NORTHWEST PROPERTY CORNER OF THE TRACT OF LAND CONVEYED TO SAMMY SUGG BY DEED OF RECORD IN DEED BOOK 121, PAGE 728 IN THE OFFICE OF THE COUNTY CLERK OF HICKMAN COUNTY, KENTUCKY; SAID POINT OF COMMENCEMENT BEING LOCATED APPROXIMATELY 460 FEET EAST OF THE CENTERLINE OF STATE ROUTE 307. THENCE S00°29'36"W, 382.72 FEET TO THE POINT OF BEGINNING 1; THENCE WITH SAID EASEMENT THE FOLLOWING FOUR CALLS, N02°40'41"E, 30.00 FEET; THENCE S87°19'19"E, 100.00 FEET; THENCE S02°40'41"W, 30.00 FEET; THENCE N87°19'19"W, 100.00 FEET TO THE POINT OF BEGINNING 3 AS SHOWN ON A PARTIAL BOUNDARY SURVEY BY JOHN M. THOMAS, PLS 3259 OF BTM ENGINEERING, INC., DATED AUGUST 2010, PROJECT NO. "NSORO-FULGHAM".

**BENCHMARK**  
NORTH: 1771195.39  
EAST: 725751.38  
ELEVATION: 485.67 (NAVD 88)  
LOCATION: #5 REBAR WITH CAP  
"BTM TRAVERSE"

**COORDINATE POINT LOCATION  
PROPOSED TOWER CENTERLINE**  
NAD 1983  
LATITUDE: 36°39'04.912"N  
LONGITUDE: 88°52'06.768"W  
ELEVATION: 481.49 (NAVD 88)  
STATE PLANE COORDINATE  
NORTHING: 1771306.04  
EASTING: 725710.31

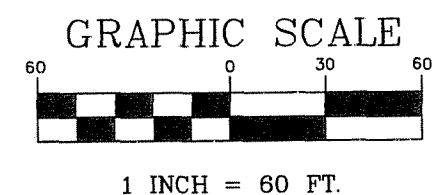
SOMPORN POFFENBERGER  
DEED BOOK 84, PAGE 611

SAMMY SUGG  
DEED BOOK 121, PAGE 728



NORTH IS BASED ON GRID NORTH KENTUCKY STATE PLANE COORDINATE SYSTEM, SOUTH ZONE AND WAS DETERMINED BY COMPUTATION FROM G.P.S OBSERVATION ON AUGUST 4, 2010.

- LEGEND**
- DHU — EXISTING OVERHEAD UTILITIES
  - LEASE LINE
  - - - APPROXIMATE PROPERTY LINE
  - UTILITY POLE
  - FOUND #4 REBAR
  - SET #5 REBAR WITH CAP STAMPED "JOHN THOMAS #3259" UNLESS OTHERWISE NOTED
  - POC POINT OF COMMENCEMENT
  - POB POINT OF BEGINNING
  - CMP CORRUGATED METAL PIPE
  - TELE PED TELEPHONE PEDESTAL



**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. 2103380002A DATED MARCH 3, 1978 AND THE LEASE AREA DOES NOT APPEAR TO BE IN A FLOOD HAZARD AREA.



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

1-7-11

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

*John M. Thomas*

SITE NAME: FULGHAM

SITE I.D.: EV3162

SITE ADDRESS:  
550 STATE ROUTE 58 EAST  
CLINTON, HICKMAN CO., KY 42031

LEASE AREA: 10,000 SQ. FT.

PROPERTY OWNER:  
SAMMY SUGG  
550 STATE ROUTE 58 EAST  
CLINTON, KY 42031

TAX MAP NUMBER: 75

PARCEL NUMBER: 3

SOURCE OF TITLE:  
DEED BOOK 121, PAGE 728

LATITUDE: 36° 39' 04.912"N  
LONGITUDE: 88° 52' 06.768"W

NO.	REVISION/ISSUE	DATE
1	ISSUE	8/11/10
2	REVISED ACCESS RD. ADD BLDG DISTANCE	10/7/10
3	REVISED ACCESS RD	11/1/10
4	COORDINATE UPDATE	12/1/10
5	OWNER CHANGE	1/5/10

TITLE:  
**COMMUNICATIONS SITE SURVEY**

SHEET:  
**C-2**

# SITE PLAN NOTES

1. THE PROPOSED DEVELOPMENT IS FOR A 250 FOOT SELF-SUPPORT TOWER AND MULTIPLE EQUIPMENT LOCATIONS. ITS LOCATION IS 550 STATE ROUTE 58 EAST, CLINTON, KY 42031.
2. THE TOWER WILL BE ACCESSED BY A PROPOSED STABILIZED GRAVEL ROAD FROM AN EXISTING PAVED ROAD. WATER, SANITARY SEWER, AND WASTE COLLECTIONS SERVICES ARE NOT REQUIRED FOR THE PROPOSED DEVELOPMENT.
3. CENTERLINE OF PROPOSED TOWER GEOGRAPHIC LOCATIONS:  
 LATITUDE: 36° 39' 04.912" N 1771306.04 N  
 LONGITUDE: 88° 52' 06.768" W 725710.31 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

SOMPORN POFFENBERGER  
DEED BOOK 84, PAGE 611

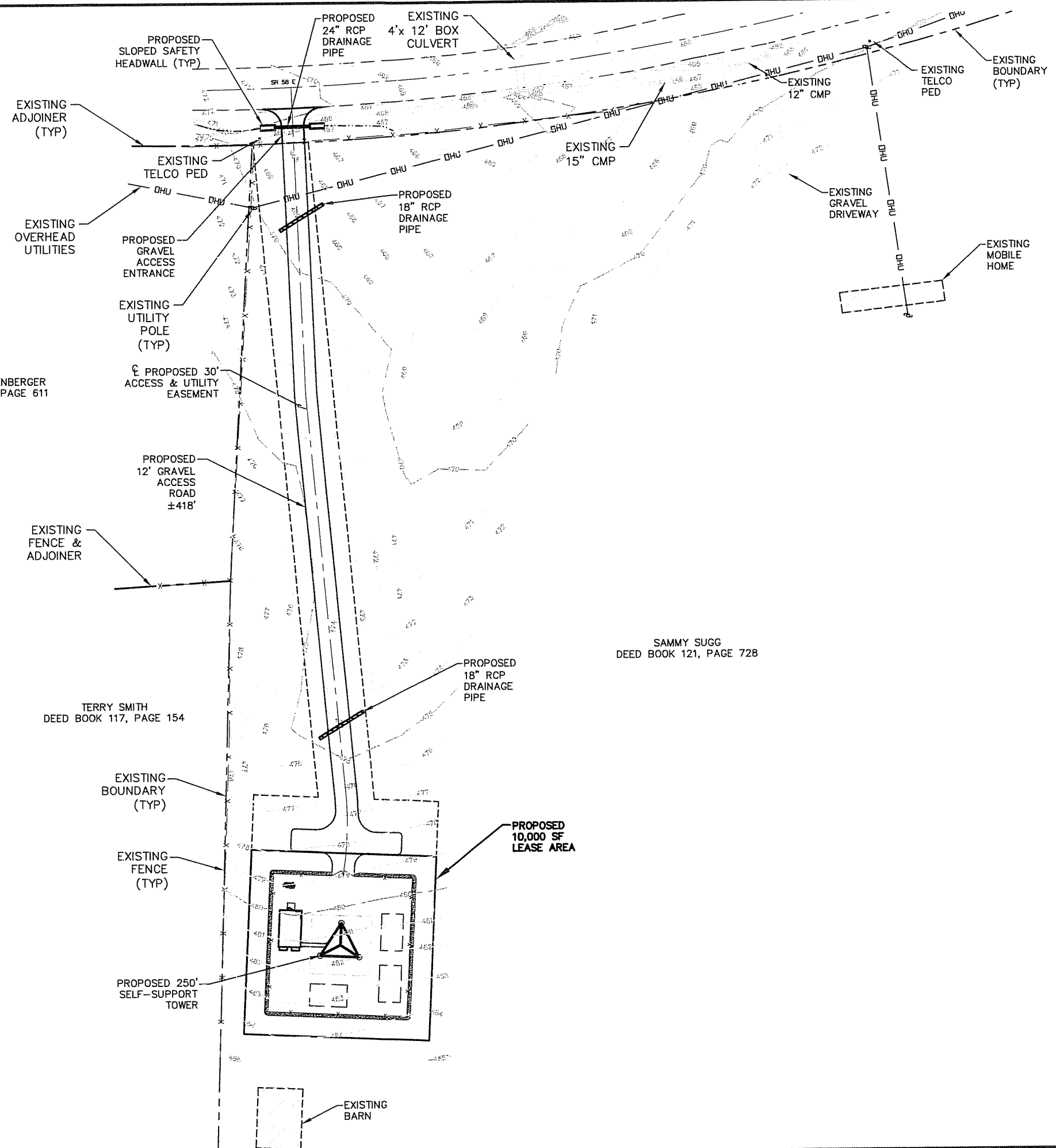
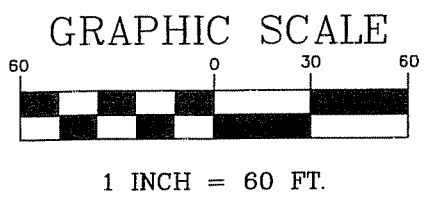
SAMMY SUGG  
DEED BOOK 121, PAGE 728

TERRY SMITH  
DEED BOOK 117, PAGE 154

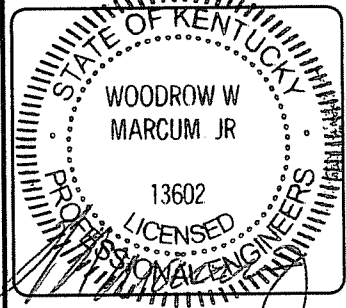
**UNDERGROUND UTILITIES**  
 CALL 2 WORKING DAYS  
**BEFORE YOU DIG**  
 INDIANA 1-800-382-5544  
 KENTUCKY 1-800-752-6007  
 OR DIAL 811  
 UTILITIES PROTECTION SERVICE  
 NON-MEMBERS MUST CALL DIRECTLY

## LEGEND

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



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



SITE NAME: FULGHAM

SITE ID NUMBER: EV3162

SITE ADDRESS:  
550 STATE ROUTE 58 EAST  
CLINTON, KY 42031

LATITUDE: 36° 39' 04.912" N  
LONGITUDE: 88° 52' 06.768" W

TAX MAP NUMBER: 75

PARCEL NUMBER: 3

SOURCE OF TITLE:  
DEED BOOK 121, PAGE 728

PROPERTY OWNER:  
SAMMY SUGG  
550 STATE ROUTE 58 EAST  
CLINTON, KY 42031

NO	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	12/01/10
2	ISSUE FOR ZONING	12/14/10
3	REISSUE FOR ZONING	01/04/11

TITLE:  
**OVERALL SITE LAYOUT**

SHEET:  
**Z-2**

# SITE PLAN NOTES

1. THE PROPOSED DEVELOPMENT IS FOR A 250 FOOT SELF-SUPPORT TOWER AND MULTIPLE EQUIPMENT LOCATIONS. ITS LOCATION IS 550 STATE ROUTE 58 EAST, CLINTON, KY 42031.

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

3. CENTERLINE OF PROPOSED TOWER GEOGRAPHIC LOCATIONS:  
 LATITUDE: 36° 39' 04.912" N 1771306.04 N  
 LONGITUDE: 88° 52' 06.768" W 725710.31 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

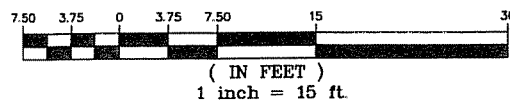
UTILITIES PROTECTION SERVICE

NON-MEMBERS MUST CALL DIRECTLY

## LEGEND

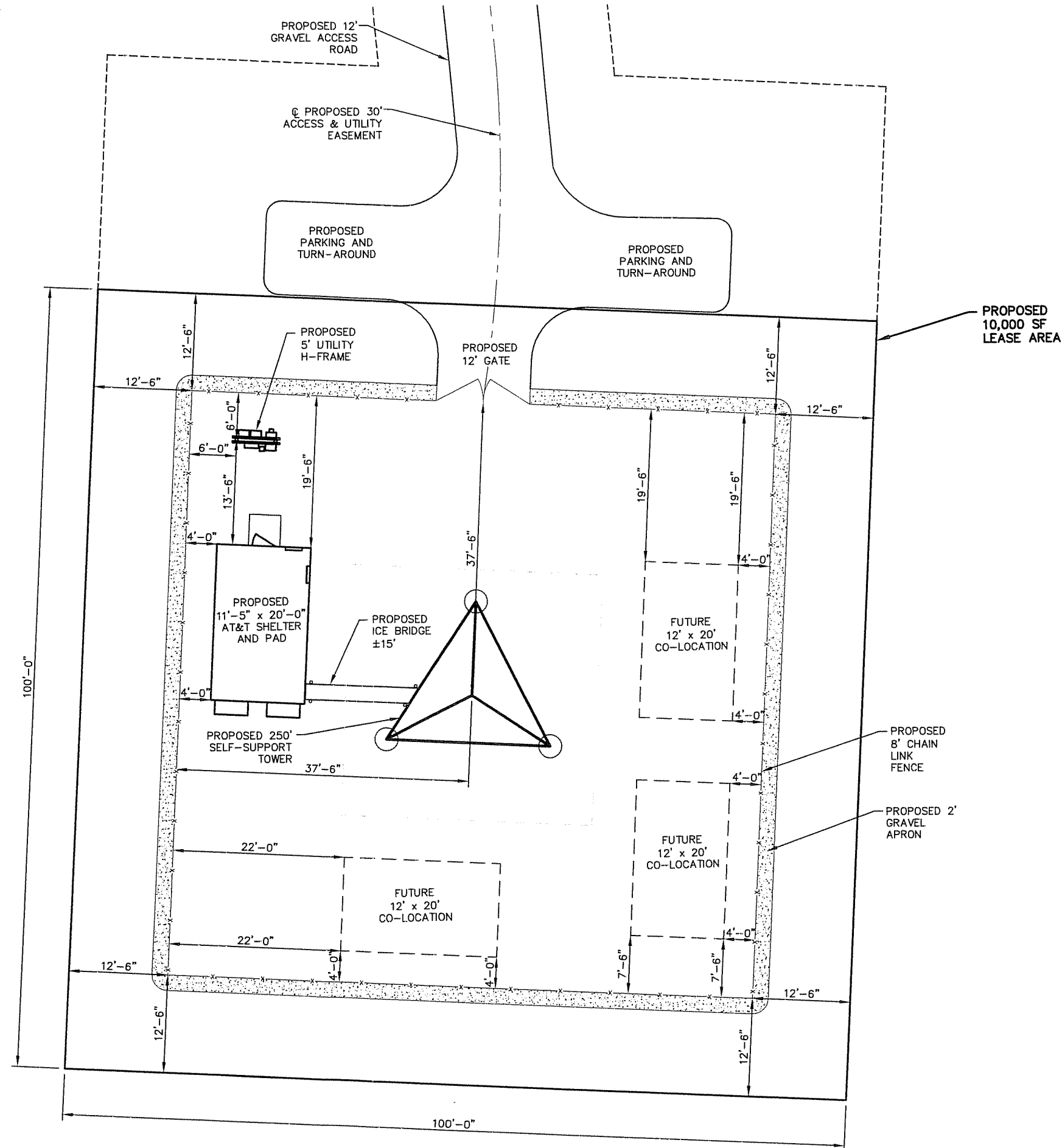
—E—	EXISTING OVERHEAD ELECTRIC
—T—	EXISTING OVERHEAD TELEPHONE
—UE—	EXISTING UNDERGROUND ELECTRIC
—UT—	EXISTING UNDERGROUND TELEPHONE
—UE—UE—	PROPOSED UNDERGROUND ELECTRIC
—UT—UT—	PROPOSED UNDERGROUND TELEPHONE
—X—X—	FENCE LINE
⊙	POWER POLE
■ TELE PED	TELEPHONE PEDESTAL
⊕	WATER VALVES
⊕	FIRE HYDRANTS
●	BOLLARDS

## GRAPHIC SCALE

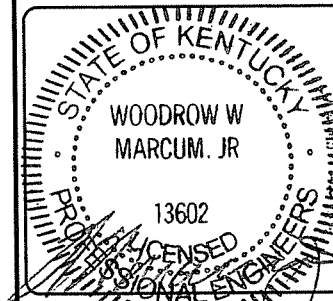


EXISTING FENCE (TYP)

EXISTING BOUNDARY (TYP)



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



SITE NAME: FULGHAM

SITE ID NUMBER: EV3162

SITE ADDRESS:  
 550 STATE ROUTE 58 EAST  
 CLINTON, KY 42031

LATITUDE: 36° 39' 04.912" N  
 LONGITUDE: 88° 52' 06.768" W

TAX MAP NUMBER: 75

PARCEL NUMBER: 3

SOURCE OF TITLE:  
 DEED BOOK 121, PAGE 728

PROPERTY OWNER:  
 SAMMY SUGG  
 550 STATE ROUTE 58 EAST  
 CLINTON, KY 42031

NO	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	12/01/10
2	ISSUE FOR ZONING	12/14/10
3	REISSUE FOR ZONING	01/04/11

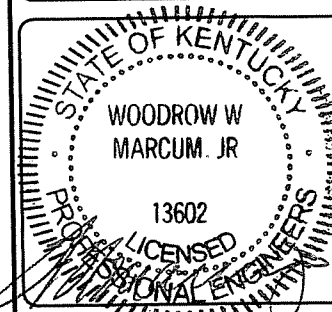
TITLE:  
 SITE LAYOUT

SHEET:  
 Z-3

# Exhibit C



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



SITE NAME: FULGHAM

SITE ID NUMBER: EV3162

SITE ADDRESS:  
550 STATE ROUTE 58 EAST  
CLINTON, KY 42031

LATITUDE: 36° 39' 04.912" N  
 LONGITUDE: 88° 52' 06.768" W

TAX MAP NUMBER: 75

PARCEL NUMBER: 3

SOURCE OF TITLE:  
DEED BOOK 121, PAGE 728

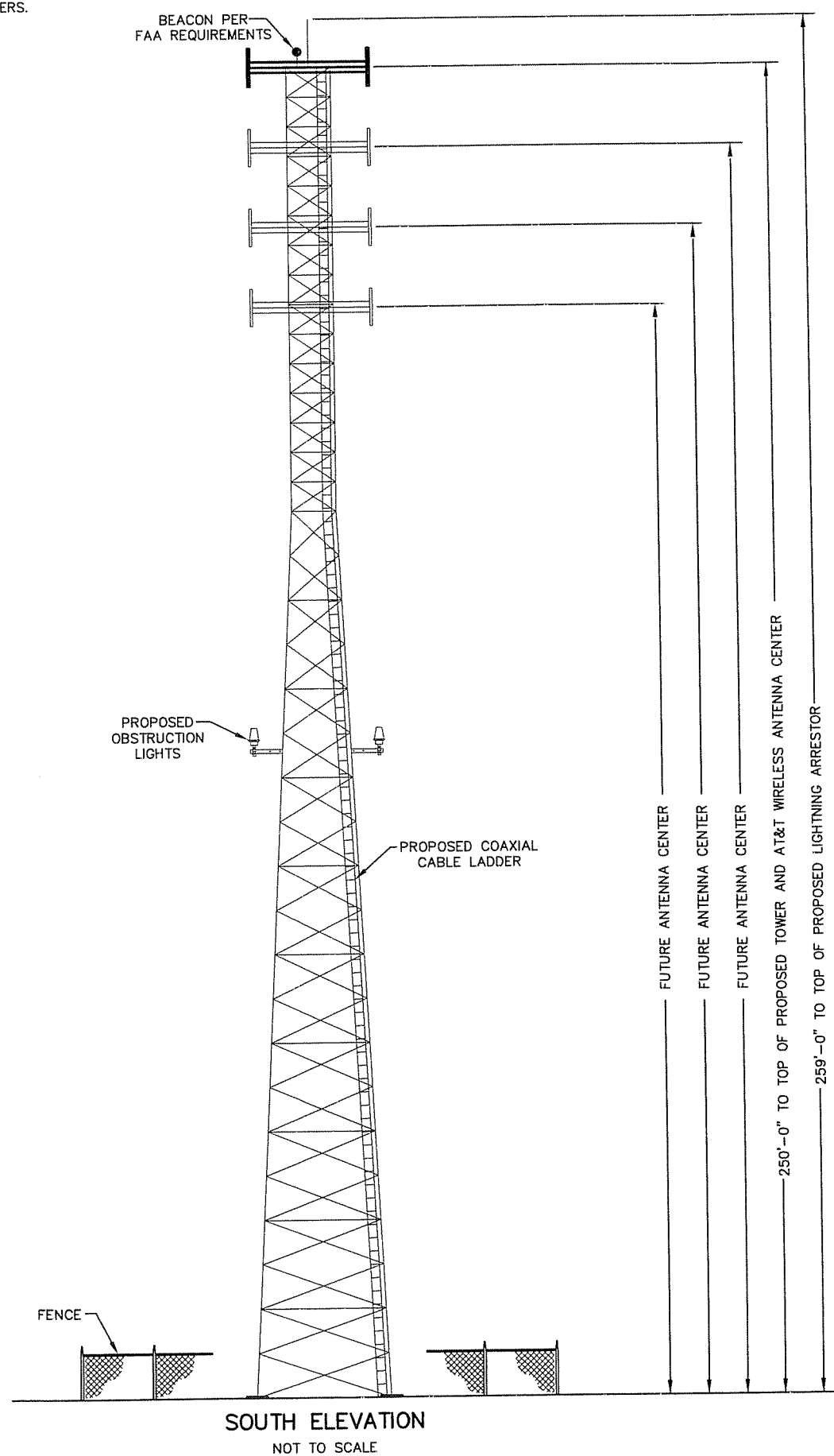
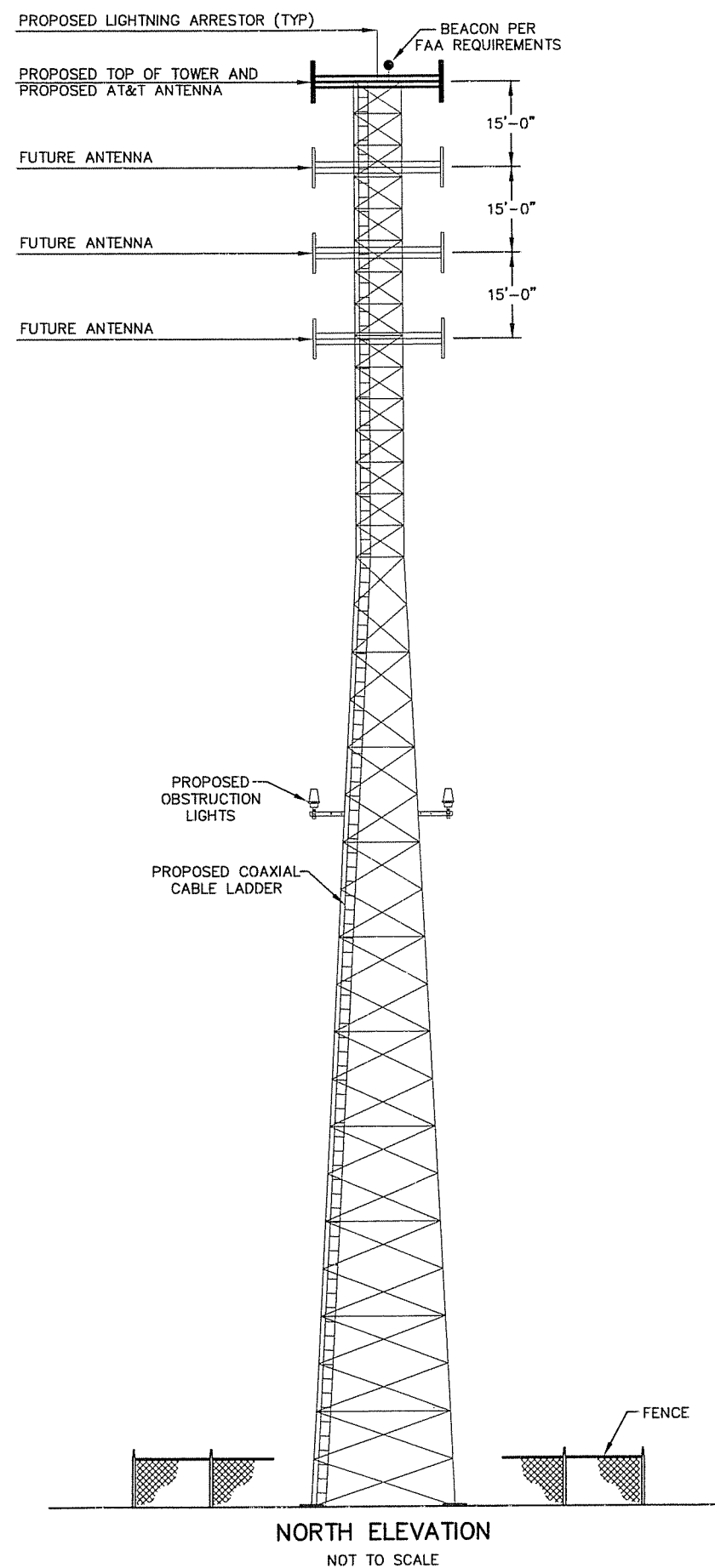
PROPERTY OWNER:  
SAMMY SUGG  
550 STATE ROUTE 58 EAST  
CLINTON, KY 42031

NO	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	12/01/10
2	ISSUE FOR ZONING	12/14/10
3	REISSUE FOR ZONING	01/04/11

TITLE:  
**NORTH & SOUTH ELEVATIONS**

SHEET:  
**Z-5**

**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.





# Exhibit D



**Structural Design Report**  
250' S3TL Series HD1 Self-Supporting Tower  
located at: Fulgham, KY

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

Job Number: 36994

November 15, 2010

Tower Profile..... 1

Foundation Design Summary (Option 1)..... 2

Foundation Design Summary (Option 2)..... 3

Maximum Leg Loads..... 4

Maximum Diagonal Loads..... 5

Maximum Foundation Loads..... 6

Calculations..... A1-A13

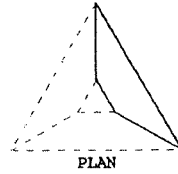
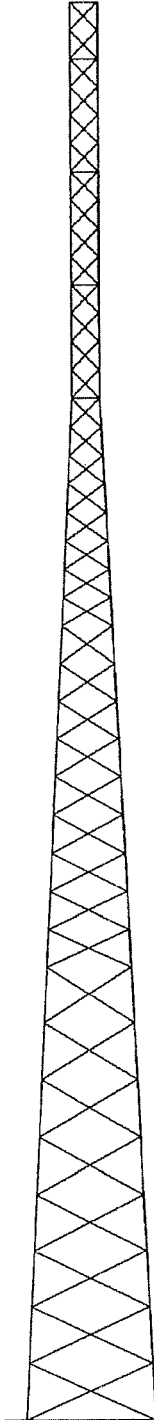
Tower by TRJ

Foundation by RFB

Approved by ARJA

11/15/10

Leg	50 ksi	8.6250"x0.5000" PIPE	8.6250"x0.3220" PIPE	5.5625"x0.5000" PIPE	A	B	C	D	250.0'
Diagonal	36 ksi	L 3-1/2"x3-1/2"x1/4"	F	L 2"x2"x1/8"	H	L 2"x2"x5/16"	I	J	245.0'
Horizontal	36 ksi	(1) 3/4"	G	J	K	K	I	J	240.0'
Brace Bolts	A325X	(1) 5/8"	(1) 3/4"	(1) 5/8"	J	K	I	J	235.0'
Face Width	23.0'	8 @ 10.0'	9 @ 6.7'	5.0'	22 @ 5.0'				220.0'
Panel Height # Panels									215.0'



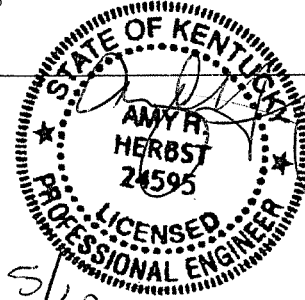
- NOTES:**
- The tower model is S3TL Series HD1.
  - Transmission lines are to be attached to standard 12 hole waveguide ladders with stackable hangers.
  - Azimuths are relative (not based on true north).
  - Foundation loads shown are maximums.
  - (6) 1 1/2" dia. F1554 grade 105 anchor bolts per leg. Minimum 58" embedment from top of concrete to top of nut.
  - All unequal angles are oriented with the short leg vertical.
  - This tower was designed for Structure Class II, Exposure Category C and Topographic Category 1.
  - The foundation loads shown below are factored loads.
  - This structure has been designed to support either twelve (12) 8' x 1' x 3" panel antennas OR two (2) 8' HP microwave dishes at the 250', 235' and 220' elevations, but not both simultaneously.

**ANTENNA LIST**

NO	ELEV	ANTENNA	TX-LINE
1	250'	{12} 8' x 1' x 3in + 12' 3T-Boom(R)	(24) 1 5/8
2	235'	{12} 8' x 1' x 3in + 12' 3T-Boom(R)	(24) 1 5/8
3	220'	{12} 8' x 1' x 3in + 12' 3T-Boom(R)	(24) 1 5/8

**MATERIAL LIST**

NO	TYPE
A	5.5625"x0.3750" PIPE
B	4.5000"x0.2810" PIPE
C	2.8750"x0.2030" PIPE
D	2.3750"x0.1540" PIPE
E	L 4"x4"x1/4"
F	L 3"x3"x1/4"
G	L 3"x3"x3/16"
H	L 2-1/2"x2-1/2"x3/16"
I	L 2"x2"x3/16"
J	L 2"x2"x1/8"
K	L 2"x2"x5/16"



**TOTAL FOUNDATION LOADS**

H=68.07 k  
V=209.58 k  
M=9190.00 k-ft  
T=-31.46 k-ft

**INDIVIDUAL FOOTING LOADS**

H=42.18 k  
V=484.31 k  
U=-427.35 k

**Sabre Towers And Poles**

2101 Murray Street (P.O. Box 658), Sioux City, IA 51111

Phone: (712) 258-6690      Fax: (712) 258-8250

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Client: NSORO LLC

Location: Fulgham, KY

Standard: TIA 222-G-2005

Job No: 36994

Total Height: 250.00'

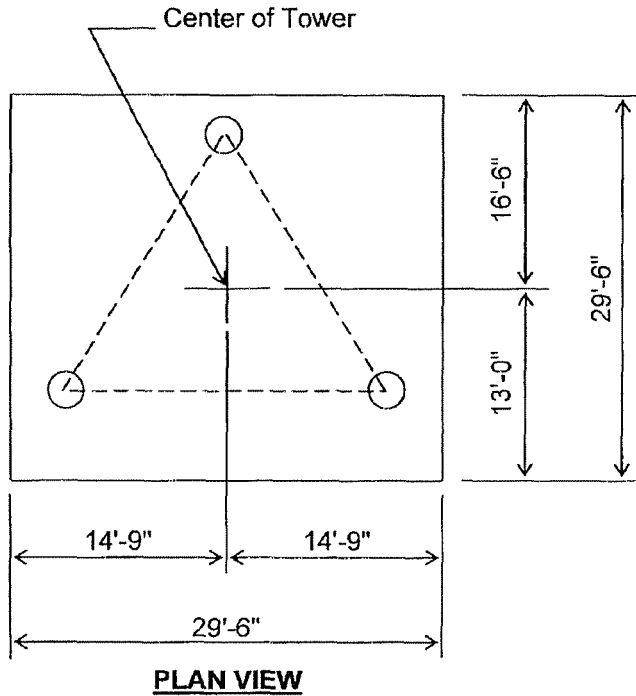
Design Wind & Ice: 90mph 0" ice & 30mph 1" ice

Date: 11 nov 2010

Tower Height: 250.00'

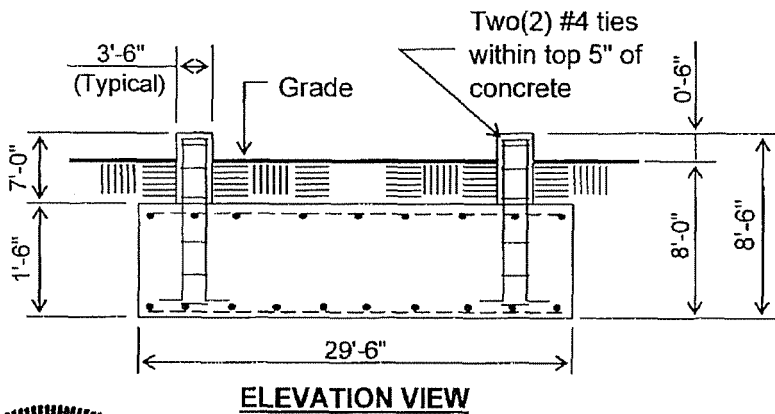
**Customer: NSORO LLC**  
**Site: Fulgham, KY**

250 ft. Model S3TL Series HD1 Self Supporting Tower At  
 90 mph Wind with no ice and 30 mph Wind with 1 in. Ice per ANSI/TIA-222-G-2005.  
 Antenna Loading per Page 1



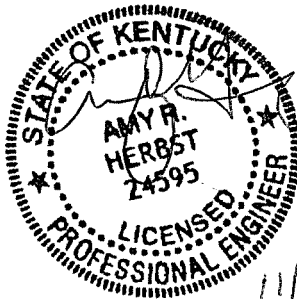
**Notes:**

- 1). Concrete shall have a minimum 28-day compressive strength of 4500 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-1035-4, dated: 11/8/10
- 6). See the geotechnical report for compaction requirements, if specified.
- 7). The foundation is based on the following factored loads:  
 Factored download (kips) = 67.54  
 Factored overturn (kip-ft) = 9190  
 Factored shear (kips) = 68.07



**ELEVATION VIEW**

(55.83 Cu. Yds.)  
 (1 REQD., NOT TO SCALE)



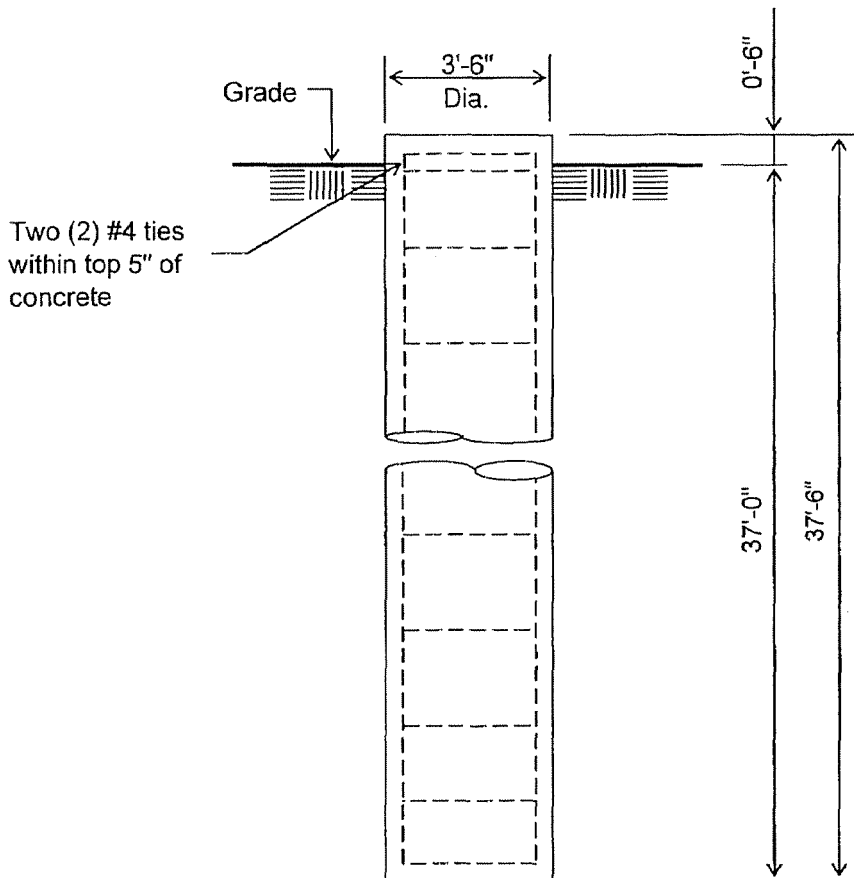
CAUTION: Center of tower is not in center of slab.

11/15/10

Rebar Schedule per Mat and per Pier	
Pier	(16) #8 vertical rebar w/hooks at bottom w/#4 Rebar ties, two (2) within top 5" of pier then 12" C/C
Mat	(48) #7 horizontal rebar evenly spaced each way top and bottom. (192 total)

**Customer: NSORO LLC**  
**Site: Fulgham, KY**

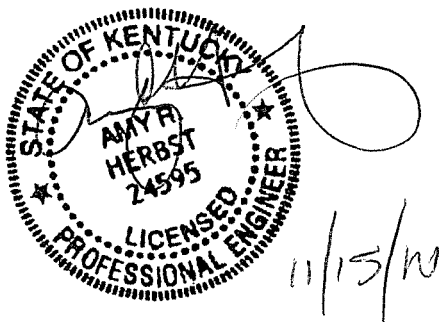
250 ft. Model S3TL Series HD1 Self Supporting Tower At  
 90 mph Wind with no ice and 30 mph Wind with 1 in. Ice per ANSI/TIA-222-G-2005.  
 Antenna Loading per Page 1



**ELEVATION VIEW**  
 (13.36 Cu. Yds. each)  
 (3 REQUIRED; NOT TO SCALE)

**Notes:**

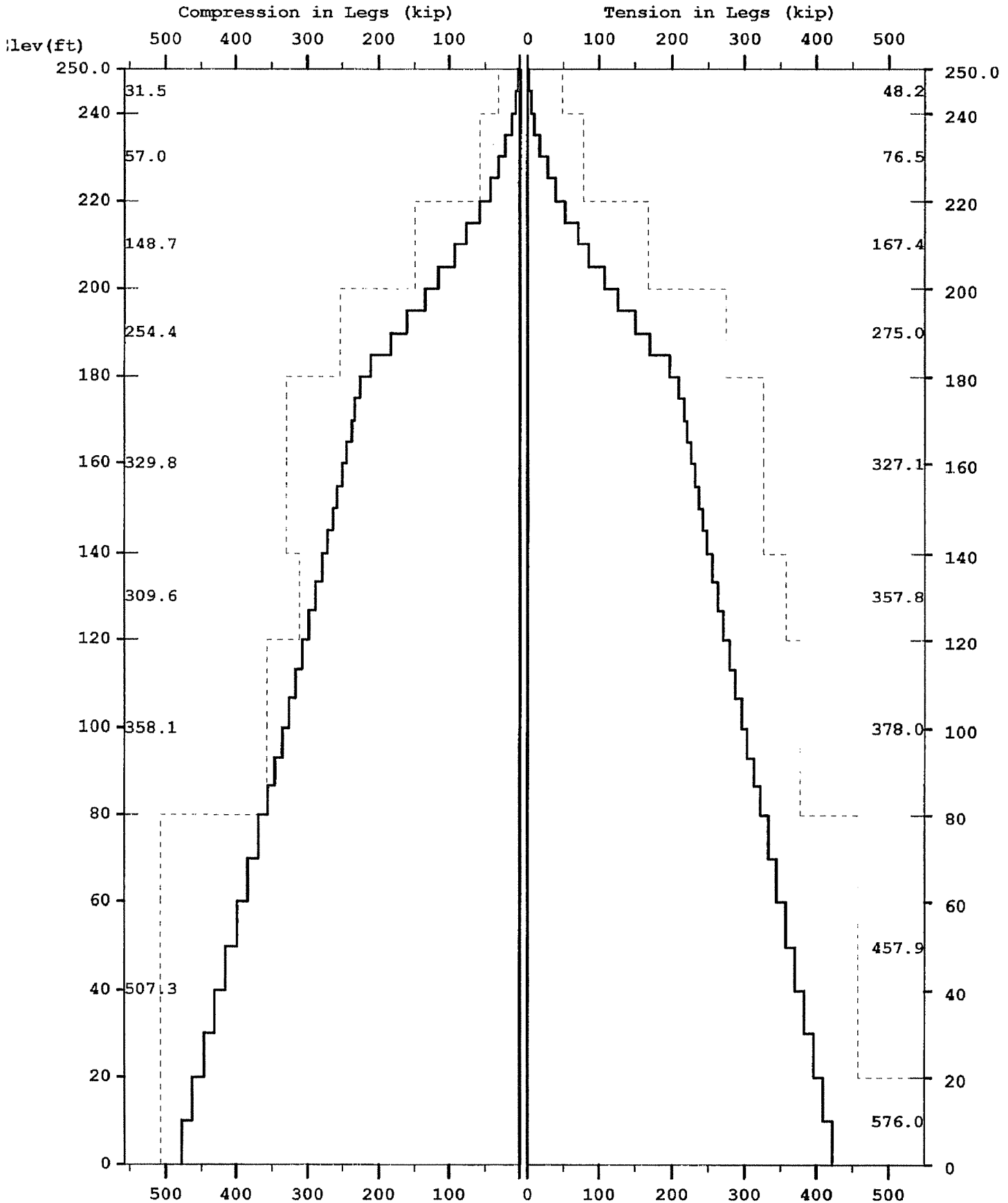
- 1). Concrete shall have a minimum 28-day compressive strength of 4000 PSI, in accordance with ACI 318-05.
- 2). Rebars to conform to ASTM specification A615 Grade 60.
- 3). All rebar to have a minimum of 3" concrete cover.
- 4). All exposed concrete corners to be chamfered 3/4".
- 5). The foundation design is based on the geotechnical report by ECA project no. L-1035-4, dated: 11/8/10
- 6). See the geotechnical report for drilled pier installation requirements, if specified.
- 7). The foundation is based on the following factored loads:  
 Factored uplift (kips) = 427.35  
 Factored download (kips) = 484.34  
 Factored shear (kips) = 42.18



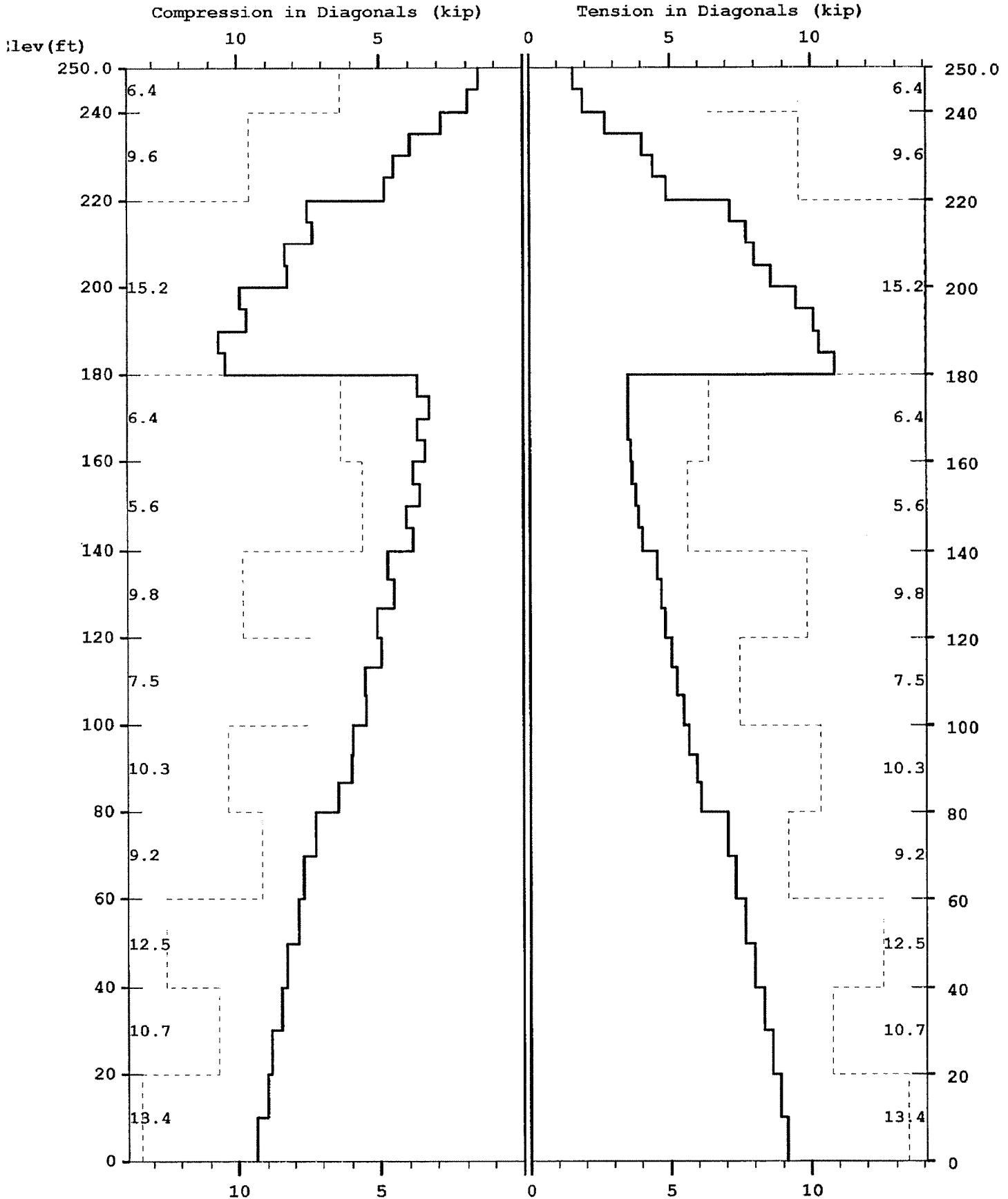
Rebar Schedule per Pier	
Pier	(16) #9 vertical rebar w/#4 ties, two (2) within top 5" of pier then 12" C/C

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Maximum

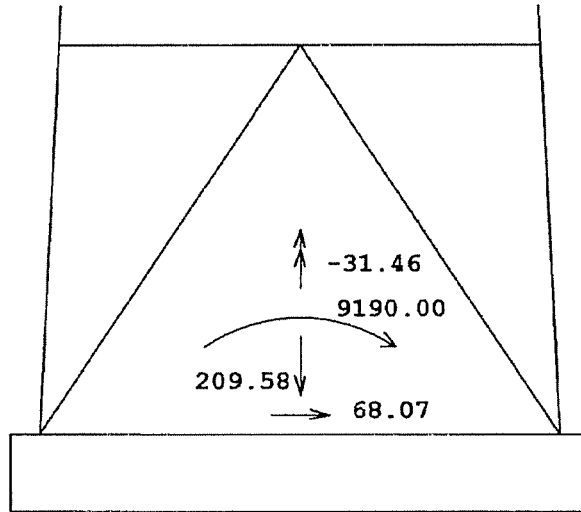


Maximum

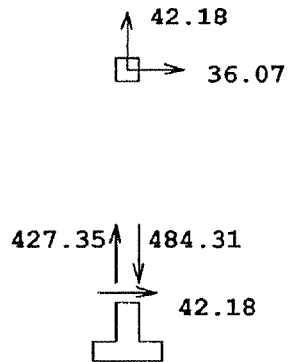


Maximum

TOTAL FOUNDATION LOADS (kip, ft-kip)



INDIVIDUAL FOOTING LOADS (kip)





MAST G- Latticed Tower Analysis (Unguyed) (c)2005 Guymast Inc. 416-736-7453  
 Processed under license at:

Sabre Towers And Poles

on: 11 nov 2010 at: 14:14:03

MAST GEOMETRY ( ft )

PANEL TYPE	NO.OF LEGS	ELEV.AT BOTTOM	ELEV.AT TOP	F.W. .AT BOTTOM	F.W. .AT TOP	TYPICAL PANEL HEIGHT
X	3	245.00	250.00	5.00	5.00	5.00
X	3	240.00	245.00	5.00	5.00	5.00
X	3	235.00	240.00	5.00	5.00	5.00
X	3	220.00	235.00	5.00	5.00	5.00
X	3	215.00	220.00	5.00	5.00	5.00
X	3	200.00	215.00	5.00	5.00	5.00
X	3	195.00	200.00	5.00	5.00	5.00
X	3	180.00	195.00	5.00	5.00	5.00
X	3	175.00	180.00	5.50	5.00	5.00
X	3	160.00	175.00	7.00	5.50	5.00
X	3	140.00	160.00	9.00	7.00	5.00
X	3	120.00	140.00	11.00	9.00	6.67
X	3	100.00	120.00	13.00	11.00	6.67
X	3	80.00	100.00	15.00	13.00	6.67
X	3	60.00	80.00	17.00	15.00	10.00
X	3	40.00	60.00	19.00	17.00	10.00
X	3	20.00	40.00	21.00	19.00	10.00
X	3	0.00	20.00	23.00	21.00	10.00

MEMBER PROPERTIES

MEMBER TYPE	BOTTOM ELEV ft	TOP ELEV ft	X-SECTN AREA in.sq	RADIUS OF GYRAT in	ELASTIC MODULUS ksi	THERMAL EXPANSN /deg
LE	240.00	250.00	1.075	0.787	29000.	0.0000116
LE	220.00	240.00	1.704	0.787	29000.	0.0000116
LE	200.00	220.00	3.724	0.787	29000.	0.0000116
LE	180.00	200.00	6.111	0.787	29000.	0.0000116
LE	120.00	180.00	7.952	0.787	29000.	0.0000116
LE	80.00	120.00	8.399	0.787	29000.	0.0000116
LE	0.00	80.00	12.763	0.787	29000.	0.0000116
DI	240.00	250.00	0.484	0.626	29000.	0.0000116
DI	220.00	240.00	0.715	0.626	29000.	0.0000116
DI	180.00	220.00	1.152	0.626	29000.	0.0000116
DI	140.00	180.00	0.484	0.626	29000.	0.0000116
DI	100.00	140.00	0.902	0.626	29000.	0.0000116
DI	80.00	100.00	1.090	0.626	29000.	0.0000116
DI	60.00	80.00	1.438	0.626	29000.	0.0000116
DI	20.00	60.00	1.688	0.626	29000.	0.0000116
DI	0.00	20.00	1.938	0.626	29000.	0.0000116
HO	245.00	250.00	0.484	0.626	29000.	0.0000116
HO	235.00	240.00	0.715	0.626	29000.	0.0000116
HO	215.00	220.00	1.152	0.626	29000.	0.0000116

36994.txt

HO	195.00	200.00	1.152	0.626	29000.	0.0000116
HO	175.00	180.00	0.484	0.626	29000.	0.0000116

FACTORED MEMBER RESISTANCES

=====

BOTTOM ELEV ft	TOP ELEV ft	LEGS		DIAGONALS		HORIZONTALS		INT COMP kip	BRACING TENS kip
		COMP kip	TENS kip	COMP kip	TENS kip	COMP kip	TENS kip		
245.0	250.0	31.48	48.15	6.39	6.39	5.82	5.82	0.00	0.00
240.0	245.0	31.48	48.15	6.39	6.39	0.00	0.00	0.00	0.00
235.0	240.0	57.04	76.50	9.58	9.58	8.46	8.46	0.00	0.00
220.0	235.0	57.04	76.50	9.58	9.58	0.00	0.00	0.00	0.00
215.0	220.0	148.68	167.40	15.19	15.19	13.39	13.39	0.00	0.00
200.0	215.0	148.68	167.40	15.19	15.19	0.00	0.00	0.00	0.00
195.0	200.0	254.38	274.95	15.19	15.19	13.39	13.39	0.00	0.00
180.0	195.0	254.38	274.95	15.19	15.19	0.00	0.00	0.00	0.00
175.0	180.0	329.84	327.10	6.39	6.39	5.82	5.82	0.00	0.00
160.0	175.0	329.84	327.10	6.39	6.39	0.00	0.00	0.00	0.00
140.0	160.0	329.84	327.10	5.63	5.63	0.00	0.00	0.00	0.00
120.0	140.0	309.64	357.75	9.84	9.84	0.00	0.00	0.00	0.00
100.0	120.0	358.08	378.00	7.46	7.46	0.00	0.00	0.00	0.00
80.0	100.0	358.08	378.00	10.34	10.34	0.00	0.00	0.00	0.00
60.0	80.0	507.33	457.90	9.19	9.19	0.00	0.00	0.00	0.00
40.0	60.0	507.33	457.90	12.53	12.53	0.00	0.00	0.00	0.00
20.0	40.0	507.33	457.90	10.73	10.73	0.00	0.00	0.00	0.00
0.0	20.0	507.33	576.00	13.43	13.43	0.00	0.00	0.00	0.00

=====

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

LOADING CONDITION A

90 mph wind with no ice. Wind Azimuth: 00

MAST LOADING

=====

LOAD TYPE	ELEV ft	APPLY. RADIUS ft	LOAD. AZI	AT AZI	FORCES		MOMENTS	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	250.0	0.00	0.0	0.0	2.84	1.67	0.00	0.00
C	235.0	0.00	0.0	0.0	2.81	1.67	0.00	0.00
C	220.0	0.00	0.0	0.0	2.77	1.67	0.00	0.00
D	250.0	0.00	0.0	0.0	0.15	0.07	0.07	0.11
D	245.0	0.00	0.0	0.0	0.15	0.07	0.07	0.11
D	245.0	0.00	0.0	0.0	0.14	0.07	0.07	0.11
D	240.0	0.00	0.0	0.0	0.14	0.07	0.07	0.11
D	240.0	0.00	0.0	0.0	0.15	0.09	0.07	0.11
D	235.0	0.00	0.0	0.0	0.15	0.09	0.07	0.11
D	235.0	0.00	0.0	0.0	0.18	0.12	0.07	0.14
D	220.0	0.00	0.0	0.0	0.18	0.12	0.07	0.14
D	220.0	0.00	0.0	0.0	0.24	0.21	0.00	0.05
D	215.0	0.00	0.0	0.0	0.24	0.21	0.00	0.05
D	215.0	0.00	0.0	0.0	0.23	0.19	0.00	0.05

36994.txt

D	200.0	0.00	0.0	0.0	0.23	0.19	0.00	0.05
D	200.0	0.00	0.0	0.0	0.24	0.23	0.00	0.05
D	195.0	0.00	0.0	0.0	0.24	0.23	0.00	0.05
D	195.0	0.00	0.0	0.0	0.23	0.22	0.00	0.05
D	180.0	0.00	0.0	0.0	0.23	0.22	0.00	0.05
D	180.0	0.00	0.0	0.0	0.23	0.23	0.00	0.05
D	160.0	0.00	0.0	0.0	0.23	0.22	0.00	0.05
D	160.0	0.00	0.0	0.0	0.23	0.22	0.00	0.05
D	140.0	0.00	0.0	0.0	0.24	0.23	0.00	0.05
D	140.0	0.00	0.0	0.0	0.23	0.24	0.00	0.05
D	120.0	0.00	0.0	0.0	0.24	0.24	0.00	0.05
D	120.0	0.00	0.0	0.0	0.24	0.25	0.00	0.05
D	80.0	0.00	0.0	0.0	0.26	0.27	0.00	0.04
D	80.0	0.00	0.0	0.0	0.23	0.33	0.00	0.04
D	40.0	0.00	0.0	0.0	0.24	0.35	0.00	0.04
D	40.0	0.00	0.0	0.0	0.22	0.35	0.00	0.04
D	20.0	0.00	0.0	0.0	0.23	0.36	0.00	0.04
D	20.0	0.00	0.0	0.0	0.20	0.37	0.00	0.03
D	0.0	0.00	0.0	0.0	0.21	0.38	0.00	0.03

SUPPRESS PRINTING

=====

LOADS INPUT	...FOR THIS LOADING..			.....MAXIMUMS.....			
	DISPL	MEMBER FORCES	FOUNDN LOADS	ALL	DISPL	MEMBER FORCES	FOUNDN LOADS
no	yes	yes	yes	no	no	no	no

LOADING CONDITION M

90 mph wind with no ice. Wind Azimuth: 00

MAST LOADING

=====

LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	250.0	0.00	0.0	0.0	2.84	1.26	0.00	0.00
C	235.0	0.00	0.0	0.0	2.81	1.26	0.00	0.00
C	220.0	0.00	0.0	0.0	2.77	1.26	0.00	0.00
D	250.0	0.00	0.0	0.0	0.15	0.05	0.05	0.11
D	245.0	0.00	0.0	0.0	0.15	0.05	0.05	0.11
D	245.0	0.00	0.0	0.0	0.14	0.05	0.05	0.11
D	240.0	0.00	0.0	0.0	0.14	0.05	0.05	0.11
D	240.0	0.00	0.0	0.0	0.15	0.07	0.05	0.11
D	235.0	0.00	0.0	0.0	0.15	0.07	0.05	0.11
D	235.0	0.00	0.0	0.0	0.18	0.09	0.05	0.14
D	220.0	0.00	0.0	0.0	0.18	0.09	0.05	0.14
D	220.0	0.00	0.0	0.0	0.24	0.15	0.00	0.05
D	215.0	0.00	0.0	0.0	0.24	0.15	0.00	0.05
D	215.0	0.00	0.0	0.0	0.23	0.14	0.00	0.05
D	200.0	0.00	0.0	0.0	0.23	0.14	0.00	0.05
D	200.0	0.00	0.0	0.0	0.24	0.18	0.00	0.05

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D	195.0	0.00	0.0	0.0	0.24	0.18	0.00	0.05
D	195.0	0.00	0.0	0.0	0.23	0.17	0.00	0.05
D	180.0	0.00	0.0	0.0	0.23	0.17	0.00	0.05
D	180.0	0.00	0.0	0.0	0.23	0.17	0.00	0.05
D	160.0	0.00	0.0	0.0	0.23	0.17	0.00	0.05
D	160.0	0.00	0.0	0.0	0.23	0.17	0.00	0.05
D	140.0	0.00	0.0	0.0	0.24	0.17	0.00	0.05
D	140.0	0.00	0.0	0.0	0.23	0.18	0.00	0.05
D	120.0	0.00	0.0	0.0	0.24	0.18	0.00	0.05
D	120.0	0.00	0.0	0.0	0.24	0.19	0.00	0.05
D	86.7	0.00	0.0	0.0	0.26	0.20	0.00	0.04
D	86.7	0.00	0.0	0.0	0.26	0.20	0.00	0.04
D	80.0	0.00	0.0	0.0	0.26	0.20	0.00	0.04
D	80.0	0.00	0.0	0.0	0.23	0.25	0.00	0.04
D	40.0	0.00	0.0	0.0	0.24	0.26	0.00	0.04
D	40.0	0.00	0.0	0.0	0.22	0.26	0.00	0.04
D	20.0	0.00	0.0	0.0	0.23	0.27	0.00	0.04
D	20.0	0.00	0.0	0.0	0.20	0.28	0.00	0.03
D	0.0	0.00	0.0	0.0	0.21	0.28	0.00	0.03

SUPPRESS PRINTING

LOADS INPUT	...FOR THIS LOADING..			.....MAXIMUMS.....			
	DISPL	MEMBER FORCES	FOUNDN LOADS	ALL	DISPL	MEMBER FORCES	FOUNDN LOADS
no	yes	yes	yes	no	no	no	no

LOADING CONDITION Y

30 mph wind with 1 ice. wind Azimuth: 00

MAST LOADING

LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	250.0	0.00	0.0	0.0	0.50	3.49	0.00	0.00
C	235.0	0.00	0.0	0.0	0.49	3.47	0.00	0.00
C	220.0	0.00	0.0	0.0	0.49	3.46	0.00	0.00
D	250.0	0.00	0.0	0.0	0.02	0.39	0.30	0.01
D	245.0	0.00	0.0	0.0	0.02	0.39	0.30	0.01
D	245.0	0.00	0.0	0.0	0.02	0.34	0.30	0.01
D	240.0	0.00	0.0	0.0	0.02	0.34	0.30	0.01
D	240.0	0.00	0.0	0.0	0.02	0.41	0.30	0.01
D	235.0	0.00	0.0	0.0	0.02	0.41	0.30	0.01
D	235.0	0.00	0.0	0.0	0.02	0.50	0.30	0.02
D	220.0	0.00	0.0	0.0	0.02	0.50	0.30	0.02
D	220.0	0.00	0.0	0.0	0.03	0.75	0.00	0.00
D	215.0	0.00	0.0	0.0	0.03	0.75	0.00	0.00
D	215.0	0.00	0.0	0.0	0.03	0.69	0.00	0.00
D	200.0	0.00	0.0	0.0	0.03	0.70	0.00	0.00
D	200.0	0.00	0.0	0.0	0.03	0.78	0.00	0.00

36994.txt

D	195.0	0.00	0.0	0.0	0.03	0.78	0.00	0.00
D	195.0	0.00	0.0	0.0	0.03	0.73	0.00	0.00
D	180.0	0.00	0.0	0.0	0.03	0.73	0.00	0.00
D	180.0	0.00	0.0	0.0	0.03	0.77	0.00	0.00
D	175.0	0.00	0.0	0.0	0.03	0.77	0.00	0.00
D	175.0	0.00	0.0	0.0	0.03	0.73	0.00	0.00
D	160.0	0.00	0.0	0.0	0.03	0.75	0.00	0.00
D	160.0	0.00	0.0	0.0	0.03	0.75	0.00	0.00
D	145.0	0.00	0.0	0.0	0.03	0.77	0.00	0.00
D	145.0	0.00	0.0	0.0	0.03	0.77	0.00	0.00
D	113.3	0.00	0.0	0.0	0.03	0.82	0.00	0.00
D	113.3	0.00	0.0	0.0	0.03	0.83	0.00	0.00
D	93.3	0.00	0.0	0.0	0.03	0.88	0.00	0.00
D	93.3	0.00	0.0	0.0	0.03	0.88	0.00	0.00
D	50.0	0.00	0.0	0.0	0.03	0.92	0.00	0.00
D	50.0	0.00	0.0	0.0	0.03	0.94	0.00	0.00
D	20.0	0.00	0.0	0.0	0.03	0.93	0.00	0.00
D	20.0	0.00	0.0	0.0	0.02	1.01	0.00	0.00
D	10.0	0.00	0.0	0.0	0.02	1.01	0.00	0.00
D	10.0	0.00	0.0	0.0	0.03	1.12	0.00	0.00
D	0.0	0.00	0.0	0.0	0.03	1.12	0.00	0.00

SUPPRESS PRINTING

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LOADS INPUT	...FOR THIS LOADING..			.....MAXIMUMS.....			
	DISPL	MEMBER FORCES	FOUNDN LOADS	ALL	DISPL	MEMBER FORCES	FOUNDN LOADS
no	yes	yes	yes	no	no	no	no

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MAXIMUM MAST DISPLACEMENTS:

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ELEV ft	-----DEFLECTIONS (ft)-----			--TILTS (DEG)---		TWIST DEG
	NORTH	EAST	DOWN	NORTH	EAST	
250.0	4.832 G	4.509 J	0.078 G	2.564 G	2.358 J	-0.370 R
245.0	4.608 G	4.303 J	0.073 G	2.558 G	2.352 J	-0.369 R
240.0	4.384 G	4.097 J	0.068 G	2.539 G	2.334 J	-0.364 R
235.0	4.163 G	3.893 J	0.063 G	2.518 G	2.315 J	-0.358 R
230.0	3.944 G	3.692 J	0.058 G	2.479 G	2.282 J	-0.351 R
225.0	3.727 G	3.493 J	0.053 G	2.420 G	2.230 J	-0.341 R
220.0	3.518 G	3.300 J	0.049 G	2.338 G	2.158 J	-0.330 R
215.0	3.314 G	3.112 J	0.045 G	2.288 G	2.114 J	-0.323 R
210.0	3.118 G	2.930 J	0.041 G	2.221 G	2.054 J	-0.314 R
205.0	2.923 G	2.750 J	0.037 G	2.138 G	1.981 J	-0.305 R
200.0	2.740 G	2.580 J	0.034 G	2.035 G	1.889 J	-0.295 R
195.0	2.563 G	2.416 J	0.031 G	1.962 G	1.823 J	-0.285 R
190.0	2.395 G	2.260 J	0.028 G	1.874 G	1.744 J	-0.273 R
185.0	2.230 G	2.106 J	0.026 G	1.775 G	1.654 J	-0.261 R
180.0	2.080 G	1.966 J	0.025 e	1.660 G	1.550 J	-0.248 R
175.0	1.936 G	1.831 J	0.024 e	1.569 G	1.468 J	-0.220 R
170.0	1.804 G	1.707 J	0.024 e	1.488 G	1.394 J	-0.196 R
165.0	1.675 G	1.586 J	0.023 e	1.409 G	1.322 J	-0.175 R
160.0	1.555 G	1.474 J	0.023 d	1.337 G	1.255 J	-0.157 R
155.0	1.439 G	1.364 J	0.022 d	1.266 G	1.190 J	-0.141 R
150.0	1.331 G	1.262 J	0.022 d	1.200 G	1.128 J	-0.126 R
145.0	1.227 G	1.164 J	0.021 d	1.135 G	1.069 J	-0.111 R

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140.0	1.129 G	1.072 J	0.021 d	1.073 G	1.012 J	-0.098 R
133.3	1.007 G	0.957 J	0.020 d	0.992 G	0.936 J	-0.089 R
126.7	0.895 G	0.851 J	0.019 d	0.914 G	0.863 J	-0.081 R
120.0	0.791 G	0.753 J	0.018 d	0.838 G	0.792 J	-0.073 R
113.3	0.696 G	0.663 J	0.017 d	0.769 G	0.728 J	-0.066 R
106.7	0.608 G	0.579 J	0.016 d	0.702 G	0.665 J	-0.059 R
100.0	0.528 G	0.503 J	0.015 d	0.636 G	0.603 J	-0.052 R
93.3	0.455 G	0.434 J	0.014 d	0.572 G	0.542 J	-0.046 R
86.7	0.391 G	0.373 J	0.013 d	0.509 G	0.483 J	-0.041 R
80.0	0.332 G	0.317 J	0.012 d	0.447 G	0.425 J	-0.035 R
70.0	0.257 G	0.246 J	0.011 d	0.388 G	0.369 J	-0.030 R
60.0	0.191 G	0.183 J	0.010 d	0.330 G	0.314 J	-0.025 R
50.0	0.137 G	0.131 J	0.008 d	0.273 G	0.259 J	-0.020 R
40.0	0.091 G	0.087 J	0.007 e	0.216 G	0.206 J	-0.016 R
30.0	0.055 G	0.053 J	0.005 Y	0.161 G	0.154 J	-0.012 R
20.0	0.028 G	0.027 J	0.004 Y	0.107 G	0.102 J	-0.007 R
10.0	0.008 S	-0.008 P	0.002 Y	0.053 G	0.050 J	-0.004 R
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
250.0	-----	-----	0.63 G	0.00 A
	1.42 M	1.56 B		
245.0	-----	-----	0.01 I	0.00 A
	5.40 M	1.90 H		
240.0	-----	-----	0.88 A	0.00 A
	9.69 M	2.70 M		
235.0	-----	-----	0.08 A	0.00 A
	17.50 M	4.03 H		
230.0	-----	-----	0.02 S	0.00 A
	27.34 M	4.39 T		
225.0	-----	-----	0.09 A	0.00 A
	38.54 M	4.88 H		
220.0	-----	-----	0.69 A	0.00 A
	50.79 M	7.14 M		
215.0	-----	-----	0.23 A	0.00 A
	69.22 M	7.71 G		
210.0	-----	-----	0.06 S	0.00 A
	85.48 M	7.99 M		
205.0	-----	-----	0.20 A	0.00 A
	106.11 M	8.55 G		
200.0	-----	-----	0.89 A	0.00 A
	124.59 M	9.48 M		
195.0	-----	-----	0.28 A	0.00 A
	149.08 M	10.08 G		
190.0	-----	-----	0.11 S	0.00 A
	170.00 M	10.26 M		
185.0	-----	-----	0.27 A	0.00 A
	196.47 M	10.84 G		
180.0	-----	-----	3.33 S	0.00 A
	210.05 M	3.51 R		
175.0	-----	-----	0.10 A	0.00 A
	216.58 M	3.48 G		
170.0	-----	-----	0.00 S	0.00 A
	220.47 M	3.50 M		
165.0	-----	-----	0.07 A	0.00 A
	226.85 M	3.57 G		
160.0	-----	-----	0.00 e	0.00 A

36994.txt

155.0	231.50 M	3.64 M	0.05 A	0.00 A
150.0	237.82 M	3.75 G	0.02 A	0.00 A
145.0	242.93 M	3.85 M	0.04 A	0.00 A
140.0	249.27 M	4.00 G	0.05 A	0.00 A
133.3	255.55 M	4.51 M	0.08 A	0.00 A
126.7	264.03 M	4.64 G	0.04 A	0.00 A
120.0	271.63 M	4.83 M	0.06 A	0.00 A
113.3	280.15 M	5.03 G	0.03 A	0.00 A
106.7	288.06 M	5.22 M	0.05 A	0.00 A
100.0	296.66 M	5.47 G	0.04 A	0.00 A
93.3	304.82 M	5.65 M	0.07 A	0.00 A
86.7	313.52 M	5.94 G	0.03 A	0.00 A
80.0	321.92 M	6.10 M	0.08 A	0.00 A
70.0	332.75 M	7.02 S	0.06 A	0.00 A
60.0	345.40 M	7.25 T	0.08 A	0.00 A
50.0	358.38 M	7.59 N	0.07 A	0.00 A
40.0	371.07 M	7.92 T	0.07 A	0.00 A
30.0	383.97 M	8.25 N	0.06 A	0.00 A
20.0	396.61 M	8.55 T	0.01 A	0.00 A
10.0	409.35 M	8.83 N	0.07 A	0.00 A
0.0	421.72 M	9.07 T	0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
250.0	-----	-----	-0.63 A	0.00 A
245.0	-2.53 G	-1.55 B	-0.01 O	0.00 A
240.0	-6.77 G	-1.92 G	-0.81 S	0.00 A
235.0	-11.31 G	-2.87 G	-0.06 S	0.00 A
230.0	-20.84 G	-3.95 T	-0.03 A	0.00 A

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225.0	-31.08 G	-4.52 G	-0.08 S	0.00 A
220.0	-43.08 G	-4.84 G	-0.57 S	0.00 A
215.0	-56.71 G	-7.51 G	-0.20 S	0.00 A
210.0	-76.74 G	-7.37 M	-0.07 A	0.00 A
205.0	-93.45 G	-8.35 G	-0.18 S	0.00 A
200.0	-115.59 G	-8.23 M	-0.85 S	0.00 A
195.0	-134.67 G	-9.92 G	-0.26 S	0.00 A
190.0	-161.02 G	-9.67 M	-0.11 A	0.00 A
185.0	-182.67 G	-10.68 G	-0.25 S	0.00 A
180.0	-210.91 G	-10.45 M	-3.56 A	0.00 A
175.0	-225.16 G	-3.69 G	-0.09 S	0.00 A
170.0	-232.88 G	-3.31 M	0.00 A	0.00 A
165.0	-237.34 G	-3.70 G	-0.06 S	0.00 A
160.0	-244.81 G	-3.42 M	0.00 V	0.00 A
155.0	-250.13 G	-3.83 G	-0.05 S	0.00 A
150.0	-257.49 G	-3.60 M	-0.02 S	0.00 A
145.0	-263.35 G	-4.04 G	-0.03 S	0.00 A
140.0	-270.70 G	-3.84 M	-0.04 S	0.00 A
133.3	-277.94 G	-4.74 G	-0.07 S	0.00 A
126.7	-287.82 G	-4.47 M	-0.04 S	0.00 A
120.0	-296.64 G	-5.08 G	-0.06 S	0.00 A
113.3	-306.59 G	-4.86 S	-0.03 S	0.00 A
106.7	-315.81 G	-5.49 G	-0.05 S	0.00 A
100.0	-325.89 G	-5.37 S	-0.03 S	0.00 A
93.3	-335.44 G	-5.95 G	-0.07 S	0.00 A
86.7	-345.66 G	-5.92 G	-0.03 S	0.00 A
80.0	-355.53 G	-6.43 G	-0.07 S	0.00 A
70.0	-368.45 G	-7.17 G	-0.06 S	0.00 A
60.0	-383.73 G	-7.66 G	-0.07 S	0.00 A
50.0	-399.44 G	-7.79 G	-0.06 S	0.00 A
40.0	-414.88 G	-8.26 G	-0.06 S	0.00 A
	-430.63 G	-8.41 G		



30.0	-----		36994.txt	
	-446.12 G	-8.82 G	-0.05 S	0.00 A
20.0	-----		-0.01 S	0.00 A
	-461.83 G	-8.92 G	-0.06 S	0.00 A
10.0	-----			
	-477.19 G	-9.34 G	0.00 A	0.00 A
0.0	-----			

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

-----LOAD-----COMPONENTS-----				TOTAL
NORTH	EAST	DOWN	UPLIFT	SHEAR
42.18 G	36.07 K	484.31 G	-427.35 M	42.18 G

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

-----HORIZONTAL-----			DOWN	-----OVERTURNING-----			TORSION
NORTH	EAST	TOTAL		NORTH	EAST	TOTAL	
		@ 0.0				@ 0.0	
68.1	-65.6	68.1	209.6	9190.0	8771.6	9190.0	-31.5
S	P	S	Y	G	J	G	R

**MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES**

Tower Description 250' S3TL Series HD1

Customer NSORO LLC

Project Number 36994

Date 11/15/2010

Engineer REB

**Overall Loads:**

Factored Moment (ft-kips)	9190.00
Factored Axial (kips)	67.54
Factored Shear (kips)	68.07

**Individual Leg Loads:**

Factored Uplift (kips)	427.35
Factored Download (kips)	484.34
Factored Shear (kips)	42.18

Width of Tower (ft)	23
Ultimate Bearing Pressure	8
Bearing $\Phi_s$	0.75
Overtuning $\Phi_s$	0.75
Bearing Design Strength (ksf)	6
Water Table Below Grade (ft)	32.5
Width of Mat (ft)	29.5
Thickness of Mat (ft)	1.5
Depth to Bottom of Slab (ft)	8
Bolt Circle Diameter (in)	13.25
Top of Concrete to Top of Bottom Threads (in)	58
Diameter of Pier (ft)	3.5
Ht. of Pier Above Ground (ft)	0.5
Ht. of Pier Below Ground (ft)	6.5
Quantity of Bars in Mat	48
Bar Diameter in Mat (in)	0.875
Area of Bars in Mat (in <sup>2</sup> )	28.86
Spacing of Bars in Mat (in)	7.39
Quantity of Bars Pier	16
Bar Diameter in Pier (in)	1
Tie Bar Diameter in Pier (in)	0.5
Spacing of Ties (in)	12
Area of Bars in Pier (in <sup>2</sup> )	12.57
Spacing of Bars in Pier (in)	6.68
f <sub>c</sub> (ksi)	4.5
f <sub>y</sub> (ksi)	60
Unit Wt. of Soil (kcf)	0.115
Unit Wt. of Concrete (kcf)	0.15
Volume of Concrete (yd <sup>3</sup> )	55.83

Anchor Bolt Count (per leg) 6

Tower eccentric from mat (ft)= 1.75

Max. Factored Net Bearing Pressure (ksf) 4.09

Minimum Mat Width (ft) 29.22

Minimum Pier Diameter (ft) 2.60

Equivalent Square b (ft) 3.10

Recommended Spacing (in) 6 to 12

Minimum Pier A<sub>s</sub> (in<sup>2</sup>) 6.93

Recommended Spacing (in) 6 to 12

*P. ALO*

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

**Two-Way Shear:**

Average d (in)	14.125		
$\phi V_c$ (kips)	588.1	$V_u$ (kips)	484.3
$\phi V_c = \phi(2 + 4/\beta_c)f'_c{}^{1/2}b_o d$	799.6		
$\phi V_c = \phi(\alpha_s d/b_o + 2)f'_c{}^{1/2}b_o d$	721.6		
$\phi V_c = \phi 4f'_c{}^{1/2}b_o d$	533.1		
Shear perimeter, $b_o$ (in)	165.46		
$\beta_c$	1		

**Stability:**

Resisting moment	13141.77		
Overturning Design Strength (ft-k)	9856.3	Factored Overturning Moment (ft-k)	9768.6

**One-Way Shear:**

$\phi V_c$ (kips)	570.2	$V_u$ (kips)	414.7
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**Pier Design:**

Design Tensile Strength (kips)	678.6	$T_u$ (kips)	427.4
$\phi V_n$ (kips)	61.7	$V_u$ (kips)	42.2
$\phi V_c = \phi 2(1 + N_u/(500A_g))f'_c{}^{1/2}b_w d$	61.7		
$V_s$ (kips)	0.0	*** $V_s$ max = $4 f'_c{}^{1/2}b_w d$ (kips)	378.7
Maximum Spacing (in)	11.15	(Only if Shear Ties are Required)	
Actual Hook Development (in)	13.25	Req'd Hook Development $l_{dh}$ (in)	12.52

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

**Anchor Bolt Pull-Out:**

$\phi P_c = \phi \lambda (2/3)f'_c{}^{1/2}(2.8A_{SLOPE} + 4A_{FLAT})$	208.8	$P_u$ (kips)	427.4
Pier Rebar Development Length (in)	44.63	Required Length of Development (in)	28.16

**Flexure in Slab:**

$\phi M_n$ (ft-kips)	1751.6	$M_u$ (ft-kips)	1683.0
a (in)	1.28		
Steel Ratio	0.00577		
$\beta_1$	0.825		
Maximum Steel Ratio (.75 $\rho_b$ )	0.0233		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	174.00	Required Development in Pad (in)	157.59

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

*P-All*

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

Tower Description 250' S3TL Series HD1  
 Customer Name NSORO LLC  
 Job Number 36994  
 Date 11/15/2010  
 Engineer REB

Factored Uplift (kips)	427.35	Anchor Bolt Count (per leg)	6
Factored Download (kips)	484.34		
Factored Shear (kips)	42.18		
Ultimate Bearing Pressure	16		
Bearing $\Phi$ s	0.75		
Bearing Design Strength (ksf)	12		
Water Table Below Grade (ft)	32.5		
Bolt Circle Diameter (in)	13.25		
Top of Concrete to Top of Bottom Threads (in)	58		
Pier Diameter (ft)	3.5	Minimum Pier Diameter (ft)	2.60
Ht. Above Ground (ft)	0.5		
Pier Length Below Ground (ft)	37		
Quantity of Bars	16		
Bar Diameter (in)	1.128		
Tie Bar Diameter (in)	0.5		
Spacing of Ties (in)	12		
Area of Bars (in <sup>2</sup> )	15.99	Minimum Area of Steel (in <sup>2</sup> )	6.93
Spacing of Bars (in)	6.65		
$f_c$ (ksi)	4		
$f_y$ (ksi)	60		
Unit Wt. of Concrete (kcf)	0.15		
Download Friction $\Phi$ s	0.75		
Uplift Friction $\Phi$ s	0.75		
Volume of Concrete (yd <sup>3</sup> )	13.36		
Skin Friction Factor for Uplift	1	Length to ignore Download (ft)	0
Ignore Bottom Length in Download?	<input type="checkbox"/>		

Depth at Bottom of Layer (ft)	Ult. Skin Friction (ksf)	(Ult. Skin Friction)*(Uplift Factor)	$\gamma$ (kcf)
8	0.60	0.60	0.11
17	0.50	0.50	0.1
28	1.80	1.80	0.1
40	2.20	2.20	0.1
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0

**Download:**

Factored Net Weight of Concrete (kips)	0.9		
Bearing Design Strength (kips)	115.5		
Skin Friction Design Strength (kips)	403.3		
Download Design Strength (kips)	518.7	Factored Net Download (kips)	485.2

*P-112*

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

**Uplift:**

Nominal Skin Friction (kips) 537.7  
 Wc, Weight of Concrete (kips) 51.4  
 W<sub>R</sub>, Soil Resistance (kips) 2279.2  
 Φ<sub>s</sub>(W<sub>r</sub>+W<sub>c</sub>) (kips) 1747.9

Uplift Design Strength (kips) 441.8 Factored Uplift (kips) 427.4

**Pier Design:**

Design Tensile Strength (kips) 863.7 Tu (kips) 427.4  
 φV<sub>n</sub> (kips) 58.1 V<sub>u</sub> (kips) 42.2

φV<sub>c</sub>=φ2(1+N<sub>u</sub>/(500A<sub>g</sub>))f'<sub>c</sub><sup>1/2</sup>b<sub>w</sub>d (kips) 58.1  
 V<sub>s</sub> (kips) 6.0 \*\*\* V<sub>s</sub> max = 4 f'<sub>c</sub><sup>1/2</sup>b<sub>w</sub>d (kips) 357.0

Maximum Spacing (in) 11.22 (Only if Shear Ties are Required)  
 \*\*\* Ref. ACI 11.5.5 & 11.5.6.3

**Anchor Bolt Pull-Out:**

φP<sub>c</sub>=φλ(2/3)f'<sub>c</sub><sup>1/2</sup>(2.8A<sub>SLOPE</sub>+ 4A<sub>FLAT</sub>) 196.8 P<sub>u</sub> (kips) 427.4

Rebar Development Length (in) 44.69 Required Length of Development (in) 26.48

Condition	1 is OK, 0 Fails
Download	1
Uplift	1
Area of Steel	1
Shear	1
Anchor Bolt Pull-Out	1
Interaction Diagram Visual Check	1

# Exhibit E



**ENVIRONMENTAL CORPORATION OF AMERICA**

November 8, 2010

AT&T Mobility  
10830 Penion Drive  
Louisville, Kentucky 40299

Attention: Ms. Michelle Ward

Subject: **Report of Geotechnical Investigation  
AT&T Site EV3162 (Fulgham)  
550 KY 58 E.  
ECA Project No. L-1035-4**

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 by purchase order 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 dated August 11, 2010. The Property is in a grassed field.

We understand that plans call for the construction of a 250-foot lattice tower on the site. We assume that the equipment building/cabinets will be pre-fabricated structures supported on a perimeter grade beam or spread footing.

### **Site Conditions**

The fieldwork was conducted on November 3, 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 graded from silt to silty clay to clayey sand. The soils deeper than about 12 feet contained medium to coarse rounded gravel. The soils classified as ML, CL, and SC soil types based on the Unified Soil Classification System (USCS). N-values ranged from 10 to over 100 blows per foot (bpf).

Groundwater was present in the boring at about 32.5 ft at the time the boring was completed.

### **Recommendations**

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



For a mat foundation, we recommend that the mat be supported at a depth of 5 feet minimum and be designed for a maximum net allowable soil bearing pressure of 4 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:

	Depth below surface			
	0-8 ft	8-17 ft	17-28 ft	28-40 ft
Coefficient of passive earth pressure	1.0	1.0	4.6	4.2
Unit weight of soil (pcf)	115	115	115	60
Lateral subgrade modulus (pci)	175	100	300	300
Cohesion, psf	2000	1500	200	200
Angle of internal friction, degrees	0	0	40	38
Allowable skin friction (ksf)	0.3	0.25	0.9	1.1
Allowable end bearing (ksf)	5	3	8	8

Groundwater was encountered at about 32.5 feet after the completion of drilling. Therefore, the contractor should be 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<sup>2</sup> 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 represents 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.

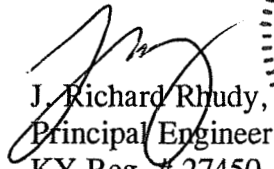
Regardless of the thoroughness of a geotechnical investigation, there is always a possibility that conditions between borings will be different from those at specific boring locations and that conditions will not be as anticipated by the designers or contractors. In addition, the construction process 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.

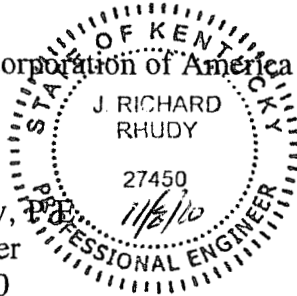
We wish to remind you that we will store the soil samples for 30 days. The samples will then be discarded unless you request otherwise.

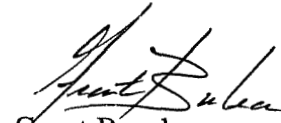
Ms. Michelle Ward  
Page 5

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

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



  
Grant Burnham  
Project Scientist

Appendix A Boring Location Plan  
Appendix B Boring Log

**APPENDIX A**

**FIGURE**

STATE ROUTE 58

STATE ROUTE 307

GRAVEL DRIVEWAY

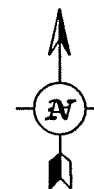
PROPOSED ACCESS

MOBILE HOME

B-1

PROPOSED LEASE AREA

BARN



NOT TO SCALE

LEGEND

- LEASE AREA
- ▲ SOIL BORING

AT&T Site EV3162 (Fulgham)  
550 State Route 58 East  
Clinton, Hickman County, Kentucky  
Figure 1: Boring Location Plan



ECA Project # L-1035-4

SOURCE: BTM Engineering Survey

DRAWN BY: K LW    DATE: 10/18/10

FILE NAME: F:\%L10351.dwg

**APPENDIX B**  
**BORING LOG**

Project: AT&T Site EV3162 (Fulgham)

## Log of Boring: B-1

City, State Clinton, KY

Client: Nsoro Mas Tec, LLC

Drill Date: November 3, 2010

ECA Job No: L-1035-4

Field Rep: Butler

Elevation (ft)	Depth	SUBSURFACE PROFILE		SAMPLE			Water depth		
		Symbol	Description	Blow Counts (per ft)	SPT Values (blows/ft)			Remarks	
					10	20			30
0	0		Ground Surface						
	5		Very stiff brown and gray SILT (ML)	17					
		19							
		22							
-8	10		Stiff dark brown very silty CLAY (CL)	10					
-12	15		Very stiff red brown silty CLAY w/ medium to coarse rounded gravel (CL)	28					
-17	20			100+					
	25		Very dense yellow tan clayey fine to coarse SAND w/ medium to coarse gravel (SC)	68					
	30			64					
	35			43					
	40		N-value at 40 ft likely not accurate. No recovery	10					
							Water present at 32.5 ft at time of completion		

Drilled By: Tri-State Drilling

Depth to Water: 32.5 ft

Borehole Size: 2.25" ID

Total Depth: 40 ft

Drill Method: Hollow stem augers

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

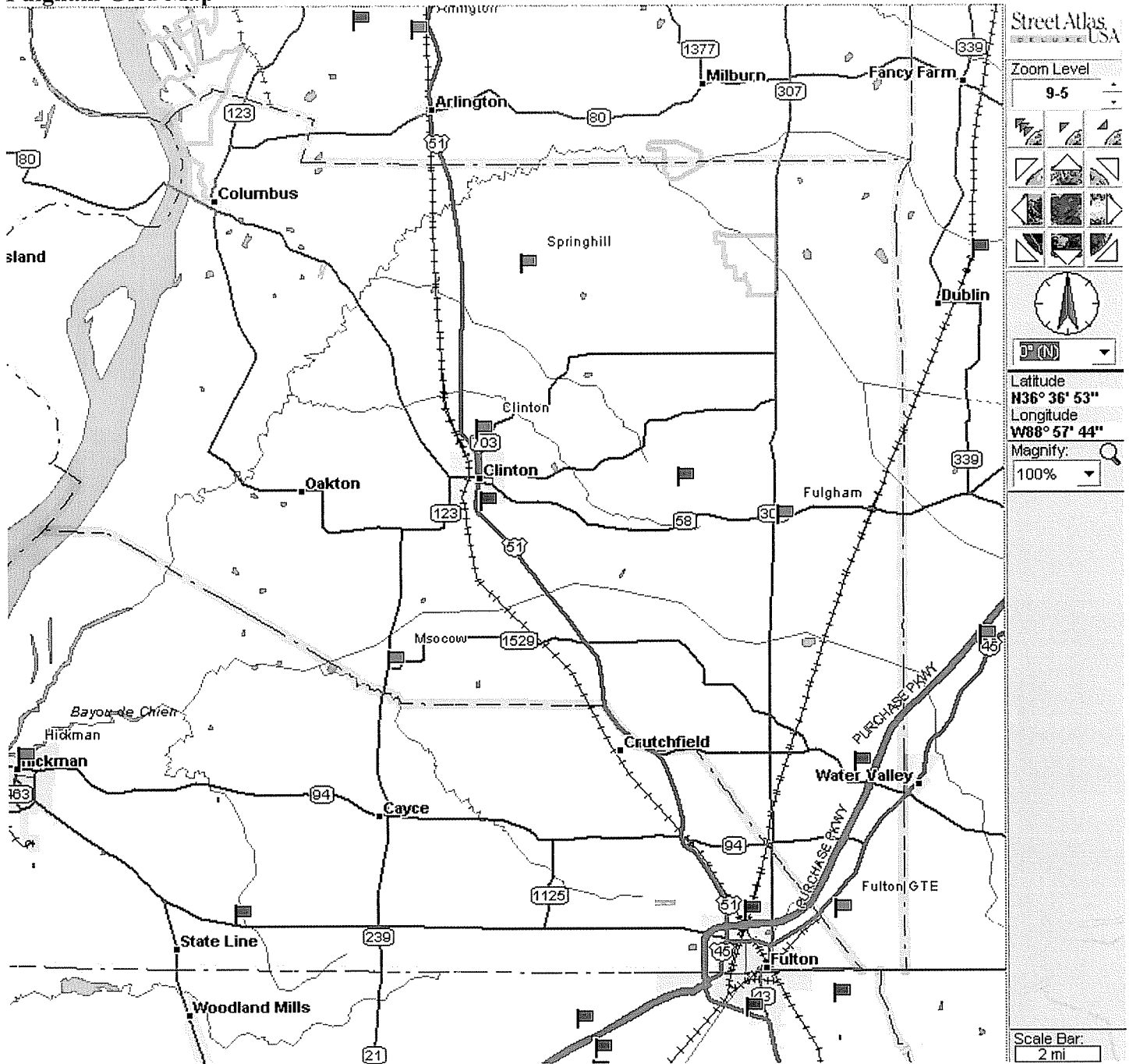
Cricket

Pegasus Towers

Mobilitie

Tower Access Group, LLC

# Fulham Grid Map



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

# Exhibit G



Federal Aviation Administration  
 Air Traffic Airspace Branch, ASW-520  
 2601 Meacham Blvd.  
 Fort Worth, TX 76137-0520

Aeronautical Study No.  
 2010-ASO-4939-OE

Issued Date: 11/30/2010

John Monday (Judd Yarbrough)  
 AT&T Mobility  
 5601 Legacy Drive, MS:A3  
 Plano, TX 75024

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower Fulgham
Location:	Clinton, KY
Latitude:	36-39-04.91N NAD 83
Longitude:	88-52-06.77W
Heights:	260 feet above ground level (AGL) 742 feet above mean sea level (AMSL)

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

As a condition to this Determination, the structure is marked and/or lighted in accordance with FAA Advisory circular 70/7460-1 K Change 2, Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part I)
- Within 5 days after the construction reaches its greatest height (7460-2, Part II)

This determination expires on 05/30/2012 unless:

- (a) extended, revised or terminated by the issuing office.
- (b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

**NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO**



## KENTUCKY AIRPORT ZONING COMMISSION

STEVEN BESHEAR  
Governor

90 Airport Road, Bldg 400  
Frankfort, KY 40601  
[www.transportation.ky.gov/aviation](http://www.transportation.ky.gov/aviation)  
502 564-4480

December 20, 2010

### APPROVAL OF APPLICATION

#### APPLICANT:

A T & T MOBILITY LLC  
MS LISA GLASS  
5310 MARYLAND WAY  
BRENTWOOD, TN 37027

SUBJECT: AS-053-1M7-2010-090

STRUCTURE: Antenna Tower  
LOCATION: Clinton, KY  
COORDINATES: 36° 39' 4.91" N / 88° 52' 6.76" W  
HEIGHT: 260' AGL/741.5' AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct 260' AGL/ 741.5' AMSL Antenna Tower near Clinton, KY 36° 39' 4.91" N / 88° 52' 6.76" W.

This permit is valid for a period of 18 Month(s) from its date of issuance. If construction is not completed within said 18-Month period, this permit shall lapse and be void, and no work shall be performed without the issuance of a new permit.

A copy of the approved application is enclosed for your files.

Medium Dual Obstruction Lighting is required in accordance with 602 KAR 50:100.



John Houlihan  
Administrator



An Equal Opportunity Employer M/F/D

# Exhibit H

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 Mobile  
 Type  
 Regulatory Status Common Carrier Interconnected Yes

**Alien Ownership**

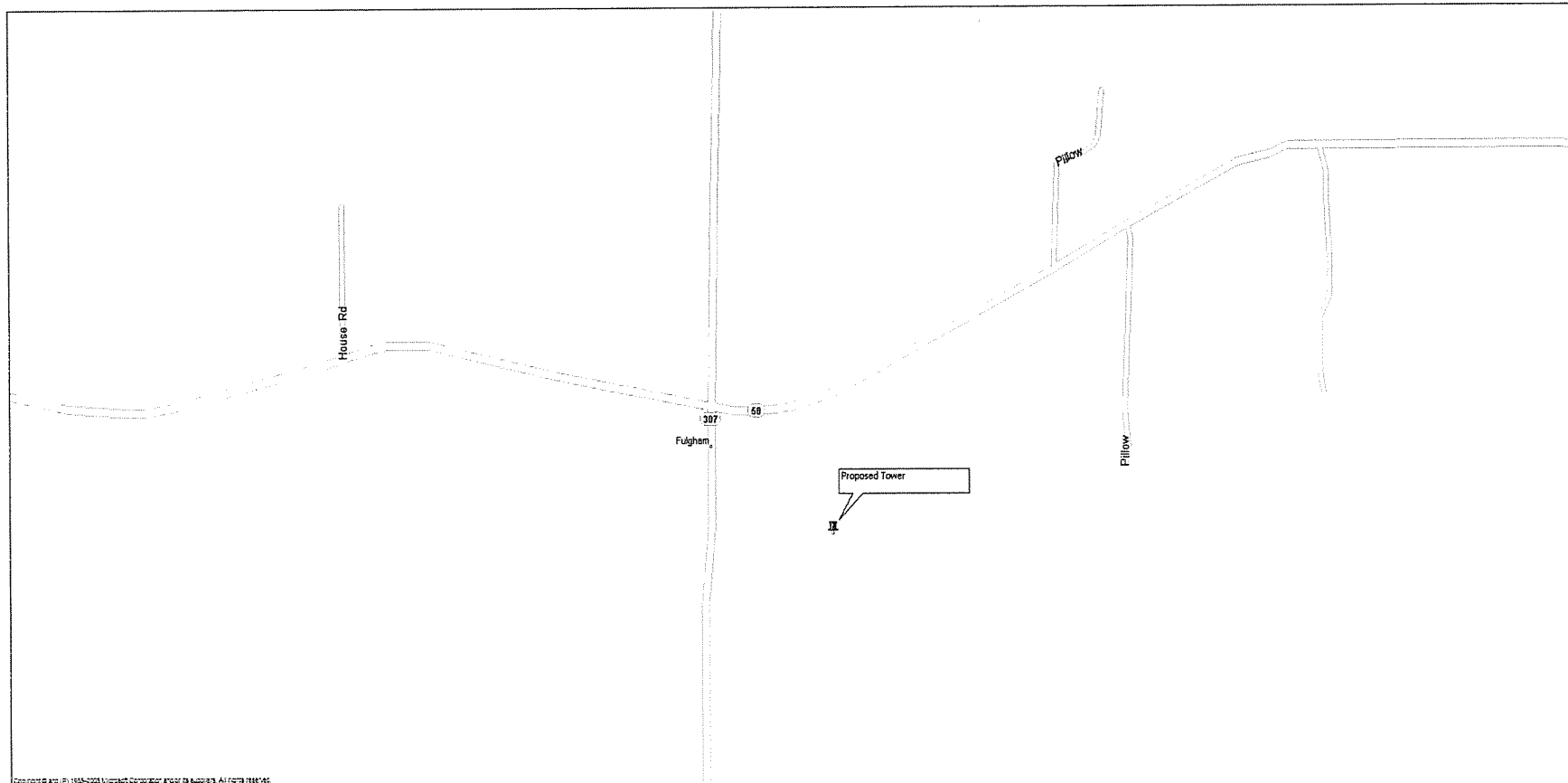
The Applicant answered "No" to each of the Alien Ownership questions.

**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 58/123 (Clay Street) and U.S. 51 (Washington Street), proceed South on Washington Street approximately .10 miles to State Route 58 (Mayfield Road). Turn left onto State Route 58 and proceed approximately 7.50 miles to proposed site on right.

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

Market: Evansville  
 Cell Site Number: EV3162  
 Cell Site Name: Fulham  
 Fixed Asset Number: 10134038

## 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 Sammy Sugg and Carolyn B. Sugg, husband and wife, having a mailing address of 550 State Route 58E, Clinton, Kentucky 42031 ("**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 550 State Route 58E, City of Clinton 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 10,000 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) year (the "**Renewal Option Term**") upon written notification to Landlord and the payment of an additional five hundred \_\_\_\_\_ no 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 (5<sup>th</sup>) 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 (5<sup>th</sup>) day of each calendar month in advance (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 \_\_\_\_\_ 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(I) 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. Within 30 days after receipt of a written request from the Landlord, Tenant will provide Landlord with a Certificate of Insurance evidencing the required coverage. 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 tenable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property.

(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, sell or transfer its interest under this Agreement without the approval or consent of Landlord, to Tenant's Affiliate or to any entity which acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises, in whole or in part, without Landlord's consent. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

**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 #: EV 3162; Cell Site Name: Fulgham, KY  
                                       Fixed Asset No: 10134038  
                                       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 #: EV 3162; Cell Site Name: Fulgham, KY  
                                       Fixed Asset No: 10134038  
                                       1025 Lenox Park Blvd., 5<sup>th</sup> 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:  
                                       Sammy Sugg  
                                       550 State Route 58E  
                                       Clinton, Kentucky 42031

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 after learning 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 pay same under protest within ninety (90) days after receipt of notice from Landlord, 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"**

Sammy Sugg and Carolyn B. Sugg,  
husband and wife

By: Sammy Sugg

Print Name: Sammy Sugg

Its: S.S.

Date: 10-8-2010

By: Carolyn B. Sugg

Print Name: Carolyn B. Sugg

Its: C.B.

Date: 10-8-2010

**"TENANT"**

New Cingular Wireless PCS, LLC,

By: AT&T Mobility Corporation

Its: Manager [Signature]

By: [Signature]

Print Name: Daniel Toth

Its: Manager of Real Estate and Construction

Date: 11/9/10

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**

**TENANT ACKNOWLEDGMENT**

STATE OF TENNESSEE)

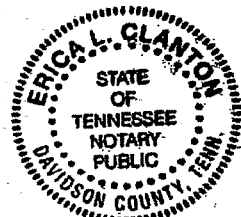
) ss:

COUNTY OF WILLIAMSON)

On the 9TH day of NOVEMBER, 2010, before me personally appeared Daniel Toth, and 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*

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



My Commission Expires MAY 8, 2012

**TENANT ACKNOWLEDGMENT**

STATE OF TENNESSEE)

) ss:

COUNTY OF WILLIAMSON)

On the \_\_\_ day of \_\_\_\_\_, 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.

**LANDLORD ACKNOWLEDGMENT**

Sammy Sugg  
Name: Sammy Sugg

COMMONWEALTH OF KENTUCKY  
COUNTY OF Hickman

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of October, 2010  
by Sammy Sugg.

Dianne Keene  
Name: Dianne Keene  
Notary Public

Serial No.: 413260

Carolyn B. Sugg  
Name: Carolyn B. Sugg

COMMONWEALTH OF KENTUCKY  
COUNTY OF Hickman

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of October, 2010  
by Carolyn B Sugg.

Dianne Keene  
Name: Dianne Keene  
Notary Public

Serial No.: 413260

**EXHIBIT 1****DESCRIPTION OF PREMISES**

Page 1 of 2

to the Agreement dated NOVEMBER 9, 2010, by and between Sammy Sugg and Carolyn B. Sugg, husband and wife, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted 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 A FOUND #4 REBAR IN THE SOUTH RIGHT-OF-WAY OF STATE ROUTE 58 AT KENTUCKY STATE PLANE COORDINATE, NORTH 1771741.02 AND EAST 725665.99 ALSO BEING THE NORTHWEST PROPERTY CORNER OF THE TRACT OF LAND CONVEYED TO W T AND CHARLENE SUGG BY DEED OF RECORD IN DEED BOOK 68, PAGE 249 IN THE OFFICE OF THE COUNTY CLERK OF HICKMAN COUNTY, KENTUCKY; SAID POINT OF COMMENCEMENT BEING LOCATED APPROXIMATELY 460 FEET EAST OF THE CENTERLINE OF STATE ROUTE 307. THENCE S00°29'36"W, 382.72 FEET TO THE POINT OF BEGINNING 1; THENCE WITH THE PROPOSED LEASE AREA THE FOLLOWING 4 CALLS, S87°19'19"E, 100.00 FEET TO A SET #5 REBAR WITH CAP STAMPED "JOHN THOMAS #3259" HEREAFTER REFERRED TO AS A SET REBAR; THENCE S02°40'41"W, 100.00 FEET TO A SET REBAR; THENCE N87°19'19"W, 100.00 TO A SET REBAR; THENCE N02°40'41"E, 100.00 FEET TO THE POINT OF BEGINNING 1 AND CONTAINING 10,000 SQUARE FEET.

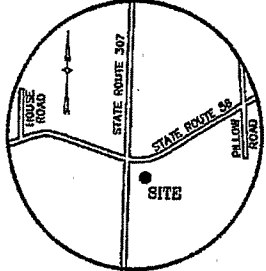
ALSO, THE RIGHT TO USE FOR ACCESS AND UTILITIES TO THE ABOVE DESCRIBED LEASE AREA, A 30-FOOT WIDE EASEMENT BEING DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND #4 REBAR IN THE SOUTH RIGHT OF WAY OF STATE ROUTE 58 AT KENTUCKY STATE PLANE COORDINATE, NORTH 1771741.02 AND EAST 725665.99 ALSO BEING THE NORTHWEST PROPERTY CORNER OF THE TRACT OF LAND CONVEYED TO W T AND CHARLENE SUGG BY DEED OF RECORD IN DEED BOOK 68, PAGE 249 IN THE OFFICE OF THE COUNTY CLERK OF HICKMAN COUNTY, KENTUCKY; SAID POINT OF COMMENCEMENT BEING LOCATED APPROXIMATELY 460 FEET EAST OF THE CENTERLINE OF STATE ROUTE 307. THENCE S00°29'36"W, 382.72 FEET; THENCE N02°40'41"E, 30.00 FEET; THENCE S87°19'19"E, 50.00 FEET TO THE POINT OF BEGINNING 2; THENCE WITH SAID EASEMENT CENTERLINE, N05°13'57"W, 357.03 FEET TO THE TERMINATION OF SAID EASEMENT CENTERLINE IN THE SOUTH RIGHT OF WAY OF STATE ROUTE 58.

ALSO, THE RIGHT TO USE FOR ACCESS AND UTILITIES TO THE ABOVE DESCRIBED LEASE AREA, A 30-FOOT WIDE EASEMENT BEING DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND #4 REBAR IN THE SOUTH RIGHT OF WAY OF STATE ROUTE 58 AT KENTUCKY STATE PLANE COORDINATE, NORTH 1771741.02 AND EAST 725665.99 ALSO BEING THE NORTHWEST PROPERTY CORNER OF THE TRACT OF LAND CONVEYED TO W T AND CHARLENE SUGG BY DEED OF RECORD IN DEED BOOK 68, PAGE 249 IN THE OFFICE OF THE COUNTY CLERK OF HICKMAN COUNTY, KENTUCKY; SAID POINT OF COMMENCEMENT BEING LOCATED APPROXIMATELY 460 FEET EAST OF THE CENTERLINE OF STATE ROUTE 307. THENCE S00°29'36"W, 382.72 FEET TO THE POINT OF BEGINNING 3; THENCE WITH SAID EASEMENT THE FOLLOWING FOUR CALLS, N02°40'41"E, 30.00 FEET; THENCE S87°19'19"E, 100.00 FEET; THENCE S02°40'41"W, 30.00 FEET; THENCE N87°19'19"W, 100.00 FEET TO THE POINT OF BEGINNING 3 AS SHOWN ON A PARTIAL BOUNDARY SURVEY BY JOHN M. THOMAS, PLS 3259 OF BTM ENGINEERING, INC, DATED AUGUST 2010, PROJECT NO. "NSORO-FULGHAM".

**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.





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

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 10-159.

*John M. Thomas* 11-10  
JOHN M. THOMAS, PLS 3259 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 W T AND CHARLENE SUGG BY DEED OF RECORD IN DEED BOOK 68, PAGE 249 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 83.

COMMENCING AT A FOUND #4 REBAR IN THE SOUTH RIGHT-OF-WAY OF STATE ROUTE 58 AT KENTUCKY STATE PLANE COORDINATE, NORTH 1771741.02 AND EAST 725665.99 ALSO BEING THE NORTHWEST PROPERTY CORNER OF THE TRACT OF LAND CONVEYED TO W T AND CHARLENE SUGG BY DEED OF RECORD IN DEED BOOK 68, PAGE 249 IN THE OFFICE OF THE COUNTY CLERK OF HICKMAN COUNTY, KENTUCKY; SAID POINT OF COMMENCEMENT BEING LOCATED APPROXIMATELY 450 FEET EAST OF THE CENTERLINE OF STATE ROUTE 307, THENCE S02°23'36"W, 392.72 FEET TO THE POINT OF BEGINNING 1; THENCE WITH THE PROPOSED LEASE AREA THE FOLLOWING 4 CALLS, S87°19'18"E, 100.00 FEET TO A SET #5 REBAR WITH CAP STAMPED "JOHN THOMAS #3259" HEREAFTER REFERRED TO AS A SET REBAR; THENCE S02°40'41"W, 100.00 FEET TO A SET REBAR; THENCE N07°19'18"W, 100.00 FEET TO A SET REBAR; THENCE N02°40'41"E, 100.00 FEET TO THE POINT OF BEGINNING 1 AND CONTAINING 10,000 SQUARE FEET.

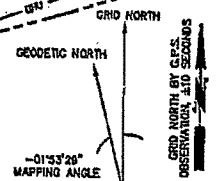
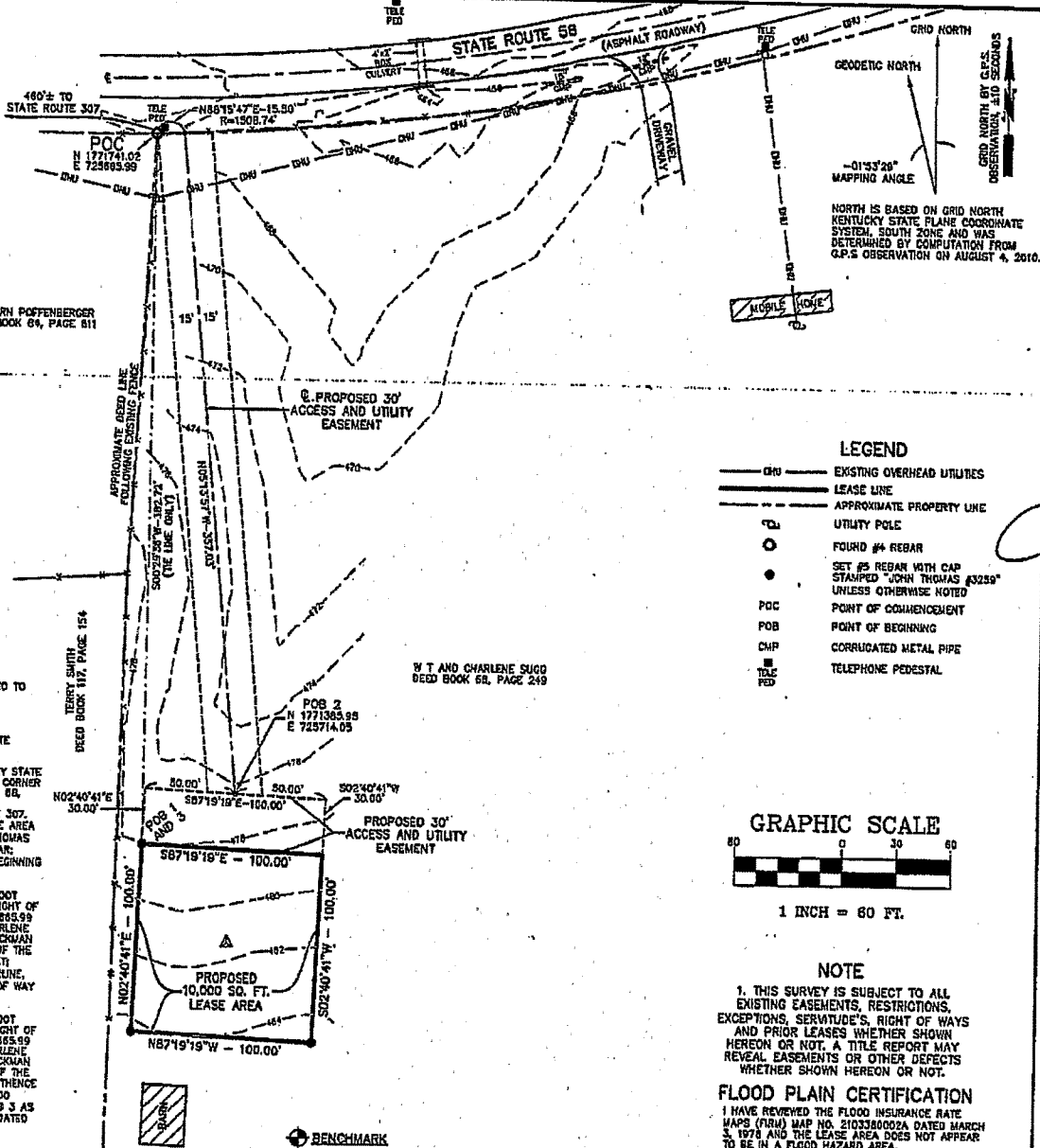
ALSO, THE RIGHT TO USE FOR ACCESS AND UTILITIES TO THE ABOVE DESCRIBED LEASE AREA, A 30-FOOT WIDE EASEMENT BEING DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND #4 REBAR IN THE SOUTH RIGHT OF WAY OF STATE ROUTE 58 AT KENTUCKY STATE PLANE COORDINATE, NORTH 1771741.02 AND EAST 725665.99 ALSO BEING THE NORTHWEST PROPERTY CORNER OF THE TRACT OF LAND CONVEYED TO W T AND CHARLENE SUGG BY DEED OF RECORD IN DEED BOOK 68, PAGE 249 IN THE OFFICE OF THE COUNTY CLERK OF HICKMAN COUNTY, KENTUCKY; SAID POINT OF COMMENCEMENT BEING LOCATED APPROXIMATELY 450 FEET EAST OF THE CENTERLINE OF STATE ROUTE 307, THENCE S02°23'36"W, 392.72 FEET TO THE POINT OF BEGINNING 2; THENCE S87°19'18"E, 50.00 FEET TO THE POINT OF BEGINNING 2; THENCE WITH SAID EASEMENT CENTERLINE, N03°13'31"W, 357.03 FEET TO THE TERMINATION OF SAID EASEMENT CENTERLINE IN THE SOUTH RIGHT OF WAY OF STATE ROUTE 58.

ALSO, THE RIGHT TO USE FOR ACCESS AND UTILITIES TO THE ABOVE DESCRIBED LEASE AREA, A 36-FOOT WIDE EASEMENT BEING DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND #4 REBAR IN THE SOUTH RIGHT OF WAY OF STATE ROUTE 58 AT KENTUCKY STATE PLANE COORDINATE, NORTH 1771741.02 AND EAST 725665.99 ALSO BEING THE NORTHWEST PROPERTY CORNER OF THE TRACT OF LAND CONVEYED TO W T AND CHARLENE SUGG BY DEED OF RECORD IN DEED BOOK 68, PAGE 249 IN THE OFFICE OF THE COUNTY CLERK OF HICKMAN COUNTY, KENTUCKY; SAID POINT OF COMMENCEMENT BEING LOCATED APPROXIMATELY 450 FEET EAST OF THE CENTERLINE OF STATE ROUTE 307, THENCE S02°23'36"W, 392.72 FEET TO THE POINT OF BEGINNING 3; THENCE WITH SAID EASEMENT THE FOLLOWING FOUR CALLS, N02°40'41"E, 30.00 FEET; THENCE S87°19'18"E, 100.00 FEET; THENCE S02°40'41"W, 30.00 FEET; THENCE N07°19'18"W, 100.00 FEET TO THE POINT OF BEGINNING 3 AS SHOWN ON A PARALLEL BOUNDARY SURVEY BY JOHN M. THOMAS, PLS 3259 OF BTM ENGINEERING, INC, DATED AUGUST 2010, PROJECT NO. "NSORO-FLORHAM".

BENCHMARK  
NORTH: 177195.39  
EAST: 725751.38  
ELEVATION: 405.87 (NAVD 88)  
LOCATION: #5 REBAR WITH CAP  
BTM TRAVERSE

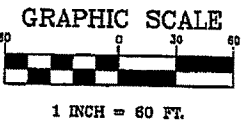
COORDINATE POINT LOCATION  
PROPOSED TOWER CENTERLINE  
HAD 1983  
LATITUDE: 3839°04.912"N  
LONGITUDE: 88°52'08.788"W  
ELEVATION: 401.40 (NAVD 88)  
STATE PLANE COORDINATE  
NORTHING: 1771308.64  
EASTING: 725710.31

SCOPORN POFFENBERGER  
DEED BOOK 64, PAGE 811



NORTH IS BASED ON GRID NORTH KENTUCKY STATE PLANE COORDINATE SYSTEM, SOUTH ZONE AND WAS DETERMINED BY COMPUTATION FROM G.P.S OBSERVATION ON AUGUST 4, 2010.

- LEGEND
- - - - - EXISTING OVERHEAD UTILITIES
--- LEASE LINE
- - - - - APPROXIMATE PROPERTY LINE
○ UTILITY POLE
○ FOUND #4 REBAR
● SET #5 REBAR WITH CAP STAMPED "JOHN THOMAS 3259" UNLESS OTHERWISE NOTED
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
CMP CORRUGATED METAL PIPE
TEL TELEPHONE PEDESTAL



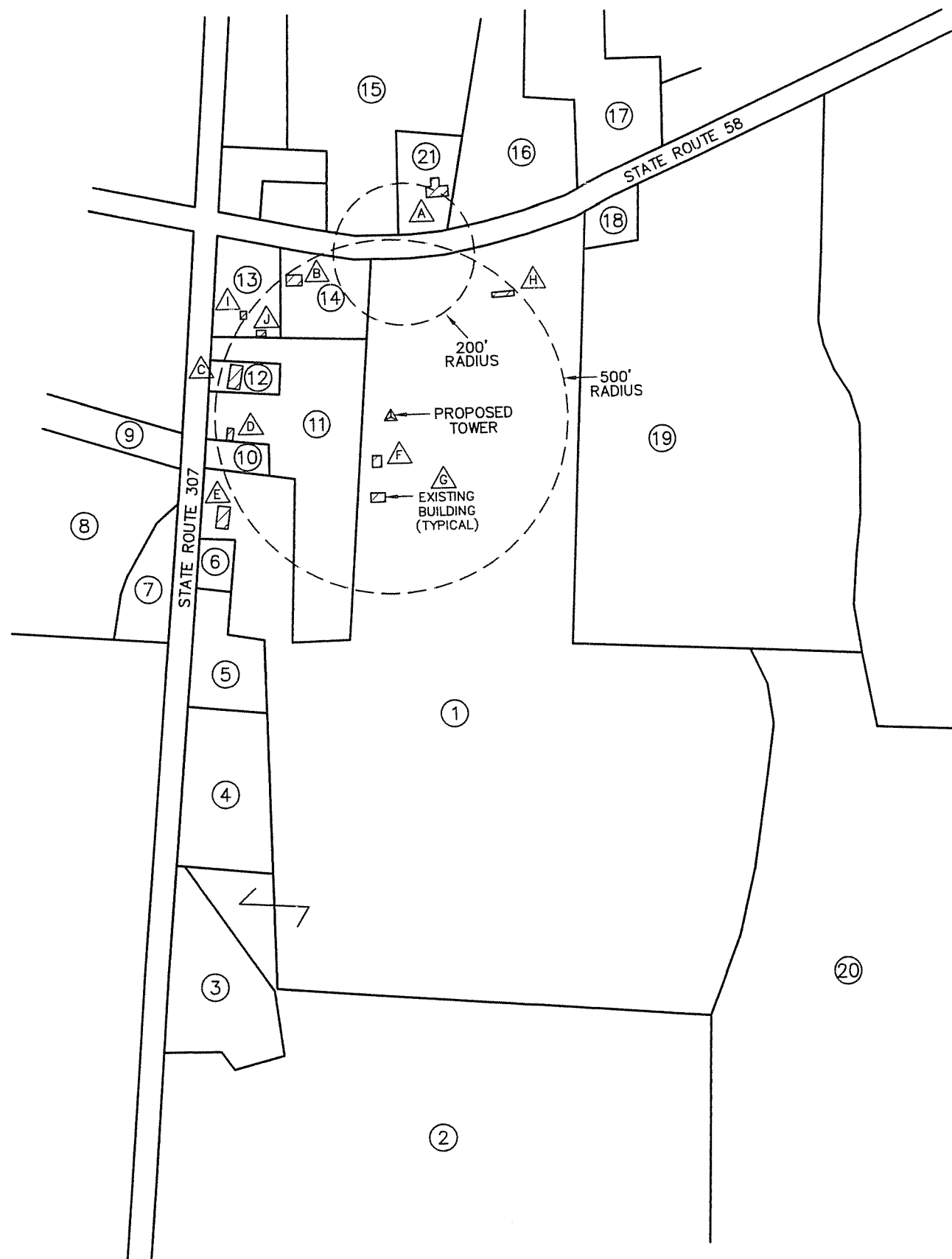
NOTE
1. THIS SURVEY IS SUBJECT TO ALL EXISTING EASEMENTS, RESTRICTIONS, EXCEPTIONS, SERVICUTE'S, RIGHT OF WAYS AND PRIOR LEASES WHETHER SHOWN HEREON OR NOT. A TITLE REPORT MAY REVEAL EASEMENTS OR OTHER DEFECTS WHETHER SHOWN HEREON OR NOT.
FLOOD PLAIN CERTIFICATION
I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 2103380002A DATED MARCH 3, 1978 AND THE LEASE AREA DOES NOT APPEAR TO BE IN A FLOOD HAZARD AREA.

at&t logo
nsoro logo
BTM ENGINEERING, INC. logo
STATE OF KENTUCKY PROFESSIONAL LAND SURVEYOR JOHN M. THOMAS 3259
SITE NAME: FLORHAM
SITE ID.: EVS162
SITE ADDRESS: 500 STATE ROUTE 58 EAST CLINTON, HICKMAN CO., KY 42031
LEASE AREA: 10,000 SQ. FT.
PROPERTY OWNER: W T AND CHARLENE SUGG 144 STATE ROUTE 307 SOUTH WHOO, KY 42089
TAX MAP NUMBER: 75
PARCEL NUMBER: 3
SOURCE OF TITLES: DEED BOOK 68, PAGE 249
LATITUDE: 38° 39' 04.912"N LONGITUDE: 88° 52' 08.788"W
REVISION/ISSUE DATE
1 ISSUE 8/11/10
2 REVISED ACCESS RD ADD BLDG DISTANCE 10/7/10
3 REVISED ACCESS RD 11/1/10
TITLE: COMMUNICATIONS SITE SURVEY
SHEET: C-2

EXHIBIT 1

# Exhibit J

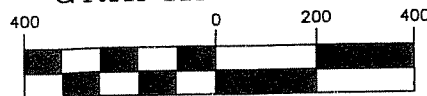
NORTH BASED ON PVA MAP



TOWER TO STRUCTURE DISTANCE

△ A	HOUSE	626'±
△ B	HOUSE	449'±
△ C	HOUSE	437'±
△ D	HOUSE	455'±
△ E	HOUSE	523'±
△ F	BARN	112'±
△ G	BARN	215'±
△ H	MOBILE HOME	441'±
△ I	HOUSE	495'±
△ J	BARN	423'±

APPROXIMATE GRAPHIC SCALE



1 INCH = 400 FT.

DENOTES EXISTING BUILDING

**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 COUNTY, KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON AUGUST 3, 2010. 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.



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

1-7-11

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

SITE NAME: FULGHAM

SITE I.D.: EV3162

SITE ADDRESS:  
550 STATE ROUTE 58 EAST  
CLINTON, HICKMAN CO., KY 42031

LEASE AREA: 10,000 SQ. FT.

PROPERTY OWNER:  
SAMMY SUGG  
550 STATE ROUTE 58 EAST  
CLINTON, KY 42031

TAX MAP NUMBER: 75

PARCEL NUMBER: 3

SOURCE OF TITLE:  
DEED BOOK 121, PAGE 72B

LATITUDE: 36° 39' 04.912"N  
LONGITUDE: 88° 52' 06.768"W

NO.	REVISION/ISSUE	DATE
1	ISSUE	8/11/10
2	REVISED ACCESS RD, ADD BLDG DISTANCE	10/7/10
3	REVISED ACCESS RD	11/1/10
4	COORDINATE UPDATE	12/1/10
5	OWNER CHANGE	1/5/10

TITLE:  
500' RADIUS VICINITY MAP

SHEET:  
C-1



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

1-7-11

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

SITE NAME: FULGHAM

SITE I.D.: EV3162

SITE ADDRESS:  
550 STATE ROUTE 58 EAST  
CLINTON, HICKMAN CO., KY 42031

LEASE AREA: 10,000 SQ. FT.

PROPERTY OWNER:  
SAMMY SUGG  
550 STATE ROUTE 58 EAST  
CLINTON, KY 42031

TAX MAP NUMBER: 75

PARCEL NUMBER: 3

SOURCE OF TITLE:  
DEED BOOK 121, PAGE 728

LATITUDE: 36° 39' 04.912"N  
LONGITUDE: 88° 52' 06.768"W

NO.	REVISION/ISSUE	DATE
1	ISSUE	8/11/10
2	REVISED ACCESS RD, ADD BLDG DISTANCE	10/7/10
3	REVISED ACCESS RD	11/1/10
4	COORDINATE UPDATE	12/1/10
5	OWNER CHANGE	1/5/10

TITLE:  
500' RADIUS  
OWNER'S LIST

SHEET:  
C-1A

① TAX MAP 75, PARCEL 3  
CHARLENE SUGG  
144 STATE ROUTE 307 SOUTH  
WINGO, KY 42088  
NOTE: THIS PARCEL WAS CONVEYED  
TO SAMMY SUGG ON SEPTEMBER 29,  
2010 BUT HICKMAN COUNTY  
PROPERTY VALUATION HAS NOT  
UPDATED THEIR RECORDS AS OF THE  
DATE OF THIS SURVEY.

② TAX MAP 75, PARCEL 18.01  
FULGHAM TREE FARM LLC  
928 STATE ROUTE 2206  
CLINTON, KY 42031

③ TAX MAP 75, PARCEL 18  
GREGORY DALLAS AND CANDISE H. PRUITT  
436 STATE ROUTE 307 SOUTH  
WINGO, KY 42088

④ TAX MAP 75, PARCEL 17  
RAYMOND EDWARD BLISS, TRUSTEE  
2948 ARDELL STREET  
PORTAGE, IN 46368

⑤ TAX MAP 75, PARCEL 11  
RAYMOND EDWARD BLISS, TRUSTEE  
2948 ARDELL STREET  
PORTAGE, IN 46368

⑥ TAX MAP 75, PARCEL 3.01  
SHANNON BARCLAY  
180 STATE ROUTE 307 SOUTH  
CLINTON, KY 42031

⑦ TAX MAP 75, PARCEL 58  
VANDERBILT MORTGAGE  
PO BOX 9800  
500 ALCOA TRAIL  
MARYVILLE, TN 37802

⑧ TAX MAP 75, PARCEL 57  
GEORGE STEPHENSON, JR  
PO BOX 49  
CLINTON, KY 42031

⑨ TAX MAP 75, PARCEL 56.01  
JOSEPH R. AND CRYSTAL MOORE  
113 STATE ROUTE 307 SOUTH  
WINGO, KY 42088

⑩ TAX MAP 75, PARCEL 2.02  
FRANK LEATH ESTATE  
C/O MIKE LEATH  
ROUTE 2  
CLINTON, KY 42031

⑪ TAX MAP 75, PARCEL 2  
TERRY SMITH  
282 CONNER ROAD  
CLINTON, KY 42031

⑫ TAX MAP 75, PARCEL 2.01  
ALPHA M. TATE  
80 STATE ROUTE 307 SOUTH  
WINGO, KY 42088

⑬ TAX MAP 75, PARCEL 1  
JOHN W. POFFENBERGER  
6621 STATE ROUTE 58 EAST  
WINGO, KY 42088

⑭ TAX MAP 75, PARCEL 1.01  
SOMPORN POFFRNBERGER  
6649 STATE ROUTE 58 EAST  
WINGO, KY 42088

⑮ TAX MAP 74, PARCEL 41  
RALPH D. AND DORIS J. WARNER  
6698 STATE ROUTE 58 EAST  
WINGO, KY 42088

⑯ TAX MAP 74, PARCEL 45  
DAVID AND JEAN HOUSE  
6796 STATE ROUTE 58 EAST  
WINGO, KY 42088

⑰ TAX MAP 74, PARCEL 33.03  
JOE AND JANE PILLOW  
6830 STATE ROUTE 58 EAST  
WINGO, KY 42088

⑱ TAX MAP 75, PARCEL 4.03  
MARKENA WALTERS AND JOSHUA FRENCH  
6835 STATE ROUTE 58 EAST  
WINGO, KY 42088

⑲ TAX MAP 75, PARCEL 4  
CHARLES S. AND KARINA A. GUESS  
6919 STATE ROUTE 58 EAST  
WINGO, KY 42088

⑳ TAX MAP 75, PARCEL 12  
LARRY DON MULLINS  
824 EAST MAIN STREET  
UNION CITY, TN 38261

㉑ TAX MAP 74, PARCEL 41.01  
JUDITH ANN WILSON  
6736 STATE ROUTE 58 EAST  
WINGO, KY 42088

**GENERAL NOTE:**

ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF HICKMAN COUNTY, KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON AUGUST 3, 2010. 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.

# 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**

Fulgham Tree Farm, LLC  
928 State Route 2206  
Clinton, KY 42031

### **Via Certified Mail Return Receipt Requested**

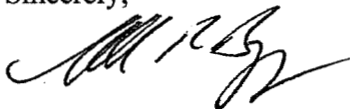
Dear Landowner:

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 550 State Route 58 East, Clinton, Kentucky 42031. A map showing the location is attached. The proposed facility will include a 250 foot self-support 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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*also admitted in Colorado*

## Notice of Proposed Construction Wireless Telecommunications Facility

Gregory Dallas and Candise H. Pruitt  
436 State Route 307 South  
Wingo, KY 42088

### Via Certified Mail Return Receipt Requested

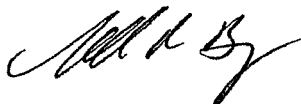
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Todd R. Briggs  
Counsel for New Cingular Wireless PCS, LLC

Enclosure

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*also admitted in Colorado*

## Notice of Proposed Construction Wireless Telecommunications Facility

Raymond Edward Bliss, Trustee  
2948 Ardell Street  
Portage, IN 46368

### 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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**TODD R. BRIGGS**  
*also admitted in Colorado*

## Notice of Proposed Construction Wireless Telecommunications Facility

Shannon Barclay  
180 State Route 307 South  
Clinton, KY 42031

### Via Certified Mail Return Receipt Requested

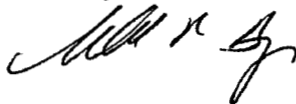
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Todd R. Briggs  
Counsel for New Cingular Wireless PCS, LLC

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**TODD R. BRIGGS**  
*also admitted in Colorado*

## Notice of Proposed Construction Wireless Telecommunications Facility

Vanderbilt Mortgage  
P.O. Box 9800  
Maryville, TN 37802

### Via Certified Mail Return Receipt Requested

Dear Landowner:

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Counsel for New Cingular Wireless PCS, LLC

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*also admitted in Colorado*

## Notice of Proposed Construction Wireless Telecommunications Facility

George Stephenson, Jr.  
P.O. Box 49  
Clinton, KY 42031

### Via Certified Mail Return Receipt Requested

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Enclosure

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**TODD R. BRIGGS**  
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## Notice of Proposed Construction Wireless Telecommunications Facility

Joseph R. and Crystal Moore  
113 State Route 307 South  
Wingo, KY 42088

### Via Certified Mail Return Receipt Requested

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## Notice of Proposed Construction Wireless Telecommunications Facility

Frank Leath Estate C/o Mike Leath  
Route 2  
Clinton, KY 42031

### Via Certified Mail Return Receipt Requested

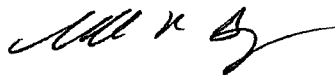
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## Notice of Proposed Construction Wireless Telecommunications Facility

Terry Smith  
282 Conner Road  
Clinton, KY 42031

### Via Certified Mail Return Receipt Requested

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Counsel for New Cingular Wireless PCS, LLC

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*also admitted in Colorado*

## Notice of Proposed Construction Wireless Telecommunications Facility

Alpha M. Tate  
80 State Route 307 South  
Wingo, KY 42088

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*also admitted in Colorado*

## Notice of Proposed Construction Wireless Telecommunications Facility

John W. Poffenberger  
6621 State Route 58 East  
Wingo, KY 42088

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**TODD R. BRIGGS**  
*also admitted in Colorado*

## **Notice of Proposed Construction Wireless Telecommunications Facility**

Somporn Poffenberger  
6649 State Route 58 East  
Wingo, KY 42088

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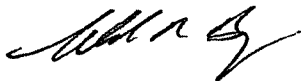
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**TODD R. BRIGGS**  
*also admitted in Colorado*

## Notice of Proposed Construction Wireless Telecommunications Facility

Ralph D. and Doris J. Warner  
6698 State Route 58 East  
Wingo, KY 42088

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todd@briggslawoffice.net

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*also admitted in Colorado*

## **Notice of Proposed Construction Wireless Telecommunications Facility**

David and Jean House  
6796 State Route 58 East  
Wingo, KY 42088

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Joe and Jane Pillow  
6830 State Route 58 East  
Wingo, KY 42088

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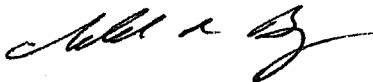
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*also admitted in Colorado*

## **Notice of Proposed Construction Wireless Telecommunications Facility**

Markena Walters and Joshua French  
6835 State Route 58 East  
Wingo, KY 42088

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Charles S. and Karina A. Guess  
6919 State Route 58 East  
Wingo, KY 42088

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Dear Landowner:

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This notice is being sent to you because the Hickman 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 2010-00437 in any correspondence.

Sincerely,



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

Enclosure

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# 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

Larry Don Mullins  
824 East Main Street  
Union City, TN 38261

### 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 550 State Route 58 East, Clinton, Kentucky 42031. A map showing the location is attached. The proposed facility will include a 250 foot self-support 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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# BRIGGS LAW OFFICE, PSC

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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

Judith Ann Wilson  
6736 State Route 58 East  
Wingo, KY 42088

### Via Certified Mail Return Receipt Requested

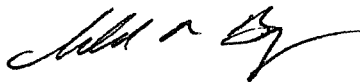
Dear Landowner:

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 550 State Route 58 East, Clinton, Kentucky 42031. A map showing the location is attached. The proposed facility will include a 250 foot self-support tower, plus related ground facilities.

This notice is being sent to you because the Hickman 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 2010-00437 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. 2010-00437**

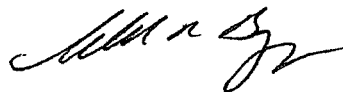
Dear Judge Baron:

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 550 State Route 58 East, Clinton, Kentucky 42031. A map showing the location is attached. The proposed facility will include a 250 foot self-support 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 2010-00437 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

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

Please refer to Commission's  
**Case #2010-00437**  
in your correspondence.

# PUBLIC NOTICE

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New Cingular Wireless PCS, LLC  
proposes to construct a  
telecommunications

# TOWER

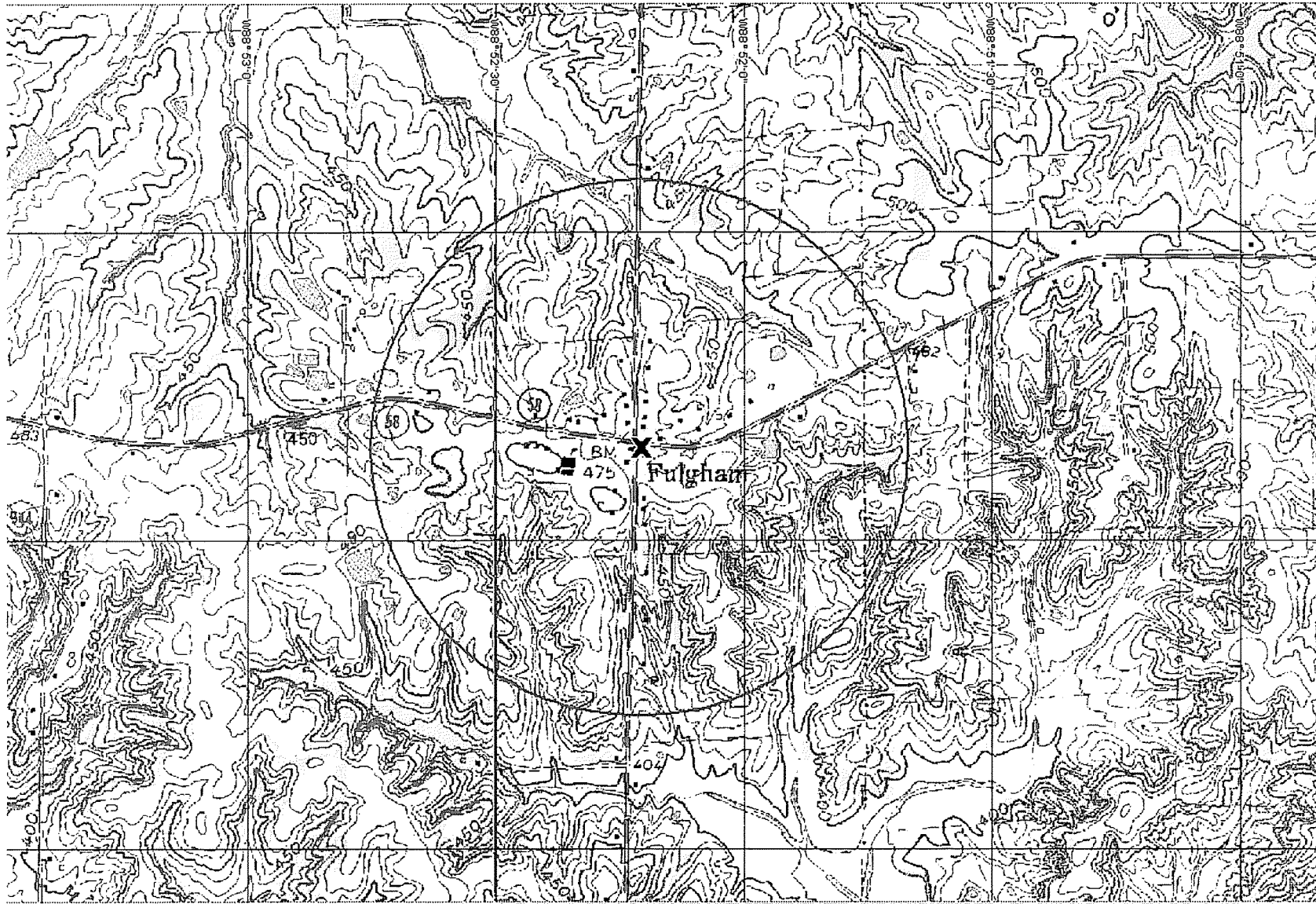
on this site. If you have  
any questions please contact:

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

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

Please refer to Commission's  
**Case #2010-00437**  
in your correspondence.

# Exhibit M

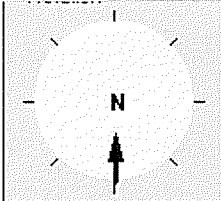


DELORME  
3-D TopoQuads

Detail:  
13-4

Latitude: N36° 38' 45.3"  
Longitude: W88° 50' 52.4"  
Elevation: 503 feet  
Interval: N/A  
Photo Zoom: 100%

Scale: 800 ft  
Datum: WGS84



Fulgham 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

December 6, 2010

To Whom It May Concern:

Dear Sir or Madam:

This letter is to state the need of the proposed AT&T site called Fulgham, to be located in Hickman County, KY. The Fulgham site is necessary to improve coverage and eliminate interference in eastern Hickman County. This site will improve the coverage and reduce interference on Hwy 58, Hwy 307, in the town of Fulgham, 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.

A handwritten signature in cursive script that reads "Sherri A Lewis".

Sherri A Lewis  
RF Design Engineer





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

December 6, 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 Fulgham site. There are no collocation opportunities available as there are no tall structures located within this site's search area.

A handwritten signature in black ink that reads "Sherri A Lewis".

Sherri A Lewis  
RF Design Engineer





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

December 6, 2010

To Whom It May Concern:

Dear Sir or Madam:

This letter is to serve as documentation that the proposed AT&T site called Fulgham, to be located in Hickman County, KY at Latitude 36-39-04.91 North, Longitude 088-52-06.77 West, has been designed, and will be built and operated in accordance with all applicable FCC and FAA regulations.

A handwritten signature in cursive script that reads "Sherri A Lewis".

Sherri A Lewis  
RF Design Engineer