

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

RECEIVED

February 15, 2008

FEB 18 2008

PUBLIC SERVICE COMMISSION

VIA FEDEX

Kentucky Public Service Commission Attn: Michael F. Burford Director, Division of Filings 211 Sower Blvd. P.O. Box 615 Frankfort, KY 40602-0615

RE: Application to Construct Wireless Communications Facility

Location: 6715 Danville Highway, Lebanon, Kentucky 40033

Applicant: Wireless Properties, LLC Site Name: Lebanon East Penick

Case No.: 2008-00054

Dear Mr. Burford:

On behalf of our client, Wireless Properties, LLC, we are submitting the enclosed original and five (5) copies of an Application for Certificate of Public Convenience and Necessity for Construction of a Wireless Communications Facility in an area of Marion County outside the jurisdiction of a planning commission. I have also enclosed two (2) additional copies of this cover letter. Thank you for your assistance and do not hesitate to contact me if you have any comments or questions concerning this matter.

Sincerely,

David A. Pike

Attorney for Wireless Properties, LLC

enclosures

vww.pikelegal.com ————————————————————————————————————	
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COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

	COMMISSION
SITE NAME: LEBANON EAST PENICK	PUBLIC SERVICE
	FEB 1 8 2008
IN THE COUNTY OF MARION	
IN THE COMMONWEALTH OF KENTUCKY	RECEIVED
IN THE WIRELESS COMMUNICATIONS LICENSE AREA	
6715 DANVILLE HIGHWAY, LEBANON, KY 40033)
A WIRELESS COMMUNICATIONS FACILITY AT) CASE NO.: 2008-00054
CONVENIENCE AND NECESSITY TO CONSTRUCT)
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC)
THE APPLICATION OF WIRELESS PROPERTIES, LLC)

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

Wireless Properties, LLC ("Applicant"), by counsel, pursuant to (i) KRS §§ 278.020, 278.040, 278.650, 278.665 and the rules and regulations applicable thereto, and (ii) the Telecommunications Act of 1996, respectfully submits this Application requesting issuance of a Certificate of Public Convenience and Necessity ("CPCN") from the Kentucky Public Service Commission ("PSC") to construct, maintain, and operate a Wireless Communications Facility ("WCF") to serve the area with wireless telecommunications services. As further detailed in the application, Kentucky RSA 4 Cellular General Partnership, d/b/a Bluegrass Cellular, ("Bluegrass Cellular") intends to locate its equipment on the structure.

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

1. The complete name and address of the Applicant:

Wireless Properties, LLC CT Corporation System, Registered Agent Kentucky Home Life Building Louisville, KY 40209

- 2. Applicant proposes construction of an antenna tower for cellular telecommunications services or personal communications services which is to be located in an area outside the jurisdiction of a planning commission, and Applicant submits this application to the Commission for a certificate of public convenience and necessity pursuant to KRS §§ 278.020(1), 278.650, and 278.665.
- 3. A copy of the Applicant's Certificate of Authority on file with the Kentucky Secretary of State is attached as part of **Exhibit A**.
- 4. The proposed WCF will serve an area completely within the Bluegrass Cellular's Federal Communications Commission ("FCC") licensed service area in the Commonwealth of Kentucky. A copy of the Bluegrass Cellular's FCC license to provide wireless services is attached to this Application or described as part of **Exhibit A**.
- 5. The public convenience and necessity require the construction of the proposed WCF. The construction of the WCF will bring or improve the Bluegrass Cellular's services to an area currently not served or not adequately served by the Bluegrass Cellular by increasing coverage or capacity and thereby enhancing the public's access to innovative and competitive wireless telecommunications services. The WCF will provide a necessary link in the Bluegrass Cellular's telecommunications network that is designed to meet the increasing demands for wireless services in Kentucky's wireless communications licensed area. The WCF is an integral link in the Bluegrass Cellular's network design that must be

in place to provide adequate coverage to the service area.

- To address the above-described service needs, Applicant proposes to construct a WCF at 6715 Danville Highway, Lebanon, Kentucky 40033 (37-34-40.5 North latitude, 85-08-12.5 West longitude), in an area located entirely within the county referenced in the caption of this application. The property on which the WCF will be located is held in fee simple by Helen E. Cook Revocable Trust, pursuant to a Deed recorded at Deed Book 247, Page 688 and a Deed recorded at Deed Book 248, Page 371 in the office of the Marion County Clerk. The proposed WCF will consist of a 300-foot tall tower. The WCF will also include concrete foundations to accommodate the placement of Bluegrass Cellular's proprietary radio electronics equipment. The equipment will be housed in a prefabricated cabinet or shelter that will contain: (i) the transmitting and receiving equipment required to connect the WCF with Bluegrass Cellular's users in Kentucky, (ii) telephone lines that will link the WCF with Bluegrass Cellular's other facilities, (iii) battery back-up that will allow Bluegrass Cellular to operate even after a loss of outside power, and (iv) all other necessary appurtenances. Bluegrass Cellular's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as Exhibit B and Exhibit C. Periodic inspections will be performed on the WCF in accordance with the applicable regulations or requirements of the PSC.
- 7. A list of competing utilities, corporations, or persons is attached as **Exhibit D**, along with three (3) maps of suitable scale showing the location of the proposed new

construction as well as the location of any like facilities located anywhere within the map area, along with a map key showing the owner of such other facilities.

- 8. The site development plan and a vertical profile sketch of the WCF signed and sealed by a professional engineer registered in Kentucky depicting the tower height, as well as a proposed configuration for the antennas of Bluegrass Cellular and future antenna mounts, has also been included as part of **Exhibit B**. Foundation design plans and a description of the standards according to which the tower was designed, and which have been signed and sealed by a professional engineer registered in Kentucky, are included as part of **Exhibit C**.
- 9. The process that was used by Bluegrass Cellular's radio frequency engineers in selecting the site for the proposed WCF was consistent with the general process used for selecting all other existing and proposed WCF facilities within the proposed network design area. Bluegrass Cellular's radio frequency engineers have conducted studies and tests in order to develop a highly efficient network that is designed to serve the Federal Communications Commission licensed service area. The engineers determined an optimum area for the placement of the proposed facility in terms of elevation and location to provide the best quality service to customers in the service area. A radio frequency design search area prepared in reference to these radio frequency studies was considered by the Applicant when searching for sites for its antennas that would provide the coverage deemed necessary by Bluegrass Cellular. Before beginning the site acquisition process, Applicant carefully evaluated locations within the search area for co-location opportunities on existing structures, and no suitable towers or other existing tall structures were found in

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the immediate area that would meet the technical requirements for the element of the telecommunications network to be provided by the proposed facility. A map of the area in which the tower is proposed to be located which is drawn to scale and clearly depicts the necessary search area within which the site should be located pursuant to radio frequency requirements is attached as **Exhibit E**. Applicant has considered the likely effects of the installation of the proposed WCF on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate services can be provided, and that there are no reasonably available opportunities to co-locate Bluegrass Cellular's antennas on an existing structure. Bluegrass Cellular has attempted to co-locate on suitable existing structures such as telecommunications towers or other suitable structures capable of supporting Bluegrass Cellular's facilities, and no other suitable or available co-location site was found to be located in the vicinity of the site.

- 10. FAA notice is required for the proposed construction and lighting or marking requirements may be applicable to this facility. A copy of the Determination of No Hazard to Air Navigation from the FAA is attached as **Exhibit F**.
- 11. A copy of the Kentucky Airport Zoning Commission ("KAZC") approval for the proposed WCF is attached as **Exhibit G**.
- 12. The WCF will be registered with the FCC pursuant to applicable federal requirements. Appropriate required FCC signage will be posted on the site upon receipt of the tower registration number.
- 13. A geotechnical engineering firm has performed soil boring(s) and subsequent geotechnical engineering studies at the WCF site. A copy of the geotechnical engineering

report and evaluation, signed and sealed by a professional engineer registered in the Commonwealth of Kentucky, is attached as **Exhibit H**. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who supervised the examination of this WCF site are included as part of this exhibit.

- 14. Clear directions to the proposed WCF site from the County seat are attached as **Exhibit I**. The name and telephone number of the preparer of **Exhibit I** is included as part of this exhibit.
- 15. The Applicant, pursuant to a written Lease Agreement between Applicant and landowner, has acquired the right to use the wireless communications facility site and associated property rights. A redacted copy of the subject Lease Agreement is attached as **Exhibit J.** The Lease Agreement provides for removal of the tower in the case of abandonment.
- 16. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced. Sabre ("Tower Manufacturer") performed the tower and foundation design. The tower and foundation drawings for the proposed tower submitted as part of **Exhibit C** bear the signature and stamp of Amy R. Herbst, a professional engineer registered in the Commonwealth of Kentucky. All tower designs meet or exceed applicable laws and regulations.
- 17. The Project Manager for the proposed facility is Wireless Properties, LLC, and the identity and qualifications of each person directly responsible for construction of the proposed tower are contained as part of **Exhibit B**.

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- 18. Based on a review of Federal Emergency Management Agency Flood Insurance Rate Maps, the registered land surveyor has noted in **Exhibit B** that the proposed WCF is not located within any flood hazard area.
- 19. The possibility of high winds has been considered in the design of this tower. The tower has been designed and engineered by professional engineers using computer assistance and the same accepted codes and standards as are typically used for high-rise building construction. The tower design is in accordance with ANSI/EIA-222-G standards, for wind loads.
- 20. The site development plan signed and sealed by a professional engineer registered in Kentucky was prepared by Walter C. Martin. The site survey was performed by F.V. Neeley. Sheet 1 of 1 of **Exhibit B** is drawn to a scale of no less than one (1) inch equals 200 feet, and identifies every owner of real estate within 500 feet of the proposed tower (according to the records maintained by the County Property Valuation Administrator). Every structure and every easement within 500 feet of the proposed tower or within 200 feet of the access road including intersection with the public street system is illustrated in **Exhibit B**.
- 21. Applicant has notified every person who, according to the records of the County Property Valuation Administrator, owns property which is within 500 feet of the proposed tower or contiguous to the site property, by certified mail, return receipt requested, of the proposed construction. All notified property owners have been given the docket number under which the proposed Application will be processed and have been informed of their right to request intervention. A list of the nearby property owners who

received the notices, together with copies of the certified letters, are attached as **Exhibit K** and **Exhibit L**, respectively.

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

23. Two notice signs meeting the requirements prescribed by 807 KAR 5:063, Section 1(2), that measure at least two (2) feet in height and four (4) feet in width and that contain all required language in letters of required height, have been posted, one in a visible location on the proposed site and one on the nearest public road. Such signs shall remain posted for at least two (2) weeks after filing of the Application, and a copy of the posted text is attached as **Exhibit N**. Notice of the location of the proposed facility has also been published in a newspaper of general circulation in the county in which the WCF is proposed to be located.

24. The site is located within a grassed pasture. The general area where the proposed facility is to be located is pastureland and wooded.

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

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

David A. Pike Pike Legal Group, PLLC

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1578 Highway 44 East, Suite 6

P. O. Box 369

Shepherdsville, KY 40165-0369 Telephone: (502) 955-4400

Telephone: (502) 955-4400 Telefax: (502) 543-4410

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

Respectfully submitted,

David A. Pike

Pike Legal Group, PLLC

1578 Highway 44 East, Suite 6

P. O. Box 369

Shepherdsville, KY 40165-0369

Telephone: (502) 955-4400 Telefax: (502) 543-4410

Attorney for Wireless Properties, LLC

LIST OF EXHIBITS

Α	-	Certificate of Authority and FCC License Documentation
В	-	Site Development Plan:
		500' Vicinity Map Legal Descriptions Flood Plain Certification Site Plan Vertical Tower Profile
С	-	Tower and Foundation Design
D		Competing Utilities, Corporations, or Persons List and Map of Like Facilities in Vicinity
Е	-	Copy of Radio Frequency Design Search Area
F	-	FAA Determination of No Hazard
G	-	Kentucky Airport Zoning Commission Approval
Н	-	Geotechnical Report
I	_	Directions to WCF Site
J	_	Copy of Real Estate Agreement
K	***	Notification Listing
L	-	Copy of Property Owner Notification
M	-	Copy of County Judge/Executive Notice
Ν	_	Copy of Posted Notices

EXHIBIT A
CERTIFICATE OF AUTHORITY AND
FCC LICENSE DOCUMENTATION

COMMONWEALTH OF KENTUCKY TREY GRAYSON SECRETARY OF STATE



0669625.06 Decornish L902

Trey Grayson
Secretary of State
Received and Filed
07/26/2007 12:37:29 PM
Fee Receipt: \$90.00

...

APPLICATION FOR CERTIFICATE OF AUTHORITY

	275, the undersigned hereby applies for au med below and for that purpose submits the		
1. The company is a limited liability a professional lii	company (LLC). mited liability company (PLLC).		
2. The name of the limited liability company WIRELESS PROPERTIES, LLC	is		······································
3. The name of the limited liability company WIRELESS PROPERTIES, LLC	to be used in Kentucky is (if "real name" is unavailable for use)		······································
4. DELAWARE	is the state or country of organization.		
5. OCTOBER 1, 2004 of dissolution, the latest date upon which	is the date of organization and, if the limiter the limited liability company is to dissolve is		any has a specific date
6. The street address of the office required to office address is	to be maintained in the state of formation or	, if not so requi	red, the principal
707 REPUBLIC CENTRE, 633 CHESTNU	T STREET CHATTANOOGA	TN State	37450 Zip Code
	s of the current managers, if any, are as follows	lows:	trust St, Chatt TN 37450
Name	(Attach a continuation, if necessary)	Address	
8. The street address of the registered office Kentuck	•	1202	
Street	City	State	Zip Code
and the name of the registered agent at the	hat office is C T Corporation System		
9. This application will be effective upon filing	g, unless a delayed effective date and/cr tin	ne is specified:	
(Delayed effective date and/or time)			
I certify that, as of the date of filing this app company under the laws of the jurisdiction of	lication, the above-named limited liability con of its formation.	mpany validly e	exists as a limited liability
	G. LARRY WEL Date: JUNE 26	LS PRESIDE Type or Print Name &	Title , 20 07
L C T Corporation System	, consent to serve as the registered ager	nt on behalf of the	
Type or print name of registered agent	Mary a	Jano alure of Registered Ager	18
SLL-902 (2/98)	(See attached sheet for instructions) ASSISTAN	ADAMS Name & Title IT SECRETARY	e

KY038 - 11/15/04 C T System Online

ULS License

Cellular License - KNKN795 - KENTUCKY RSA 4 CELLULAR GENERAL PARTNERSHIP d/b/a BLUEGRASS CELLULAR

Call Sign KNKN795 Radio Service CL - Cellular Status Active Auth Type Regular

Market

Market CMA446 - Kentucky 4 - Spencer Channel Block B Submarket 0 Phase 2

Dates

Grant 09/06/2000 Expiration 10/01/2010

Effective 05/19/2005 Cancellation

Five Year Buildout Date

04/17/1996

Control Points

1 216-W LINCOLN TRAIL, RADCLIFF, KY

Licensee

FRN 0001786722 Type Partnership

Licensee

KENTUCKY RSA 4 CELLULAR GENERAL PARTNERSHIP
d/b/a BLUEGRASS CELLULAR
F:(270)769-0339
F:(270)769-0745

PO Box 5012

ELIZABETHTOWN, KY 42702-5012

Contact

Lukas, Nace, Gutierrez & Sachs, Chartered P:(703)584-8665
PAMELA L GIST ESQ F:(703)584-8695
1650 Tysons Boulevard E:pgist@fcclaw.com

McLean, VA 22102

Ownership and Qualifications

Radio Service Type Mobile

Regulatory Status Common Carrier Interconnected Yes

Alien Ownership

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

Basic Qualifications

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

Demographics

Race

Ethnicity Gender



WIRELESS PROPERTIES

PENICK SITE #: KY-021

6715 DANVILLE HIGHWAY
LEBANON, KY 40033
PROPOSED 300' SELF-SUPPORT TOWER WITH
MULTIPLE CARRIERS





F.S. Land Company T. Alan Neal Company Land Surveyors and Consulting Engineers PO Box 17546 2313/2315 Crittenden Drive Louisville, KY 40217

Phone: (502) 635-5866 (502) 636-5111 Fax: (502) 636-5263



2450 Z/CENSEO	×1.
SITE NUMBER:	
KY-021	
SITE NAME:	
PENICK	
SITE ADDRESS:	

6715 DANVILLE HIGHWAY LEBANON, KY 4003

LEBANON, KY 4003

PROPOSED LEASE AREA: AREA = 10,000 SQ. FT.

PROPERTY OWNER:

HELEN E. COOK REVOCABLE TRUST 6715 DANVILLE HIGHWAY LEBANON, KY 40033

SELF-SUPPORT

TOWER TYPE:

TOWER HEIGHT:

300'

DWG BY. CHKD BY DATE:

JMW F52 11.29.07

FSTAN PROJECT NO.: 07-4889

SHEET **I-1** OF **16**

REVISIONS:

1. CLIENT COMMENTS - 01.21.08 JMW 2. TOWER HEIGHT - 02.07.08 JMW

TITLE SHEET, SITE INFO. AND SHEET INDEX

PENICK SITE # KY-021

SITE ADDRESS: 4709 ALBEN BARKLEY PADUCAH, KENTUCKY 40209

UNDERGROUND UTILITIES CALL 2 WORKING DAYS

BEFORE YOU DIG

INDIANA 1-800-382-5544

KENTUCKY 1-800-752-6007

UTILITIES PROTECTION SERVICE

The utility information shown on this plat, prepared by FSTAN was obtained from existing records and or by rield locations It is the contractor's responsibility to verify their existence and location, and to contact the appropriate utility company for field locations.

NON-MEMBERS MUST CALL DIRECTLY



F.S. Land Company T. Alan Neal Company

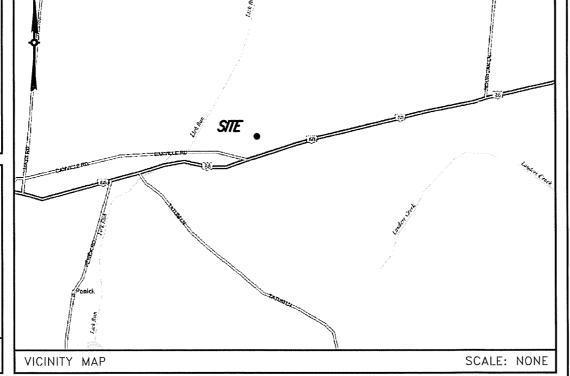
Land Surveyors and Consulting Engineers PO Box 17546 2313/2315 Crittenden Drive Louisville, KY 40217

Phone: (502) 635-5866 (502) 636-5111 Fax: (502) 636-5263

ARCHITECTURAL DESIGN ENGINEER

FROM THE MARION COUNTY, COUNTY SEAT LOCATED AT 120 W. MAIN STREET, LEBANON, KY 40033 TAKE US 68 (W. MAIN STREET) EAST 7.2 MILES TO THE SITE LOCATED AT 6715 DANVILLE HIGHWAY, LEBANON, KY 40033

DRIVE TO DIRECTIONS



TITLE	SIGNATURE	DATE
PROPERTY MGR		
CONSTRUCTION MGR		
OPERATIONS MGR		
NATIONAL DIRECTOR MGR		
SITE ACQUISITION		
ZONING		
RF MANAGER		1
CONSTRUCTION MGR		
LANDOWNER		
WIRELESS PROPERTIES,	LLC APPROVALS	

PENICK	
SITE #	
KY-021	
SITE ADDRESS	
6715 DANVILLE HIGHWAY LEBANON, KY 40033	
OWNER HELEN E. COOK REVOCABLE TRUST 6715 DANVILLE HIGHWAY LEBANON, KY 40033	
APPLICANT WIRELESS PROPERTIES, LLC. 707 REPUBLIC CENTRE 633 CHESTNUT STREET CHATTNOOGA, IN 37450 CONTACT: MATT BATES (423) 802-7707	
TOWER TYPE SELF-SUPPORT	
TOWER HEIGHT	
300' LEASE AREA LEASE AREA = 10,000 SQ. FT. SOURCE OF TITLE DEED BOOK 247, PAGE 688	
PROJECT INFORMATION	_

ELECTRIC COMPANY

TELEPHONE COMPANY

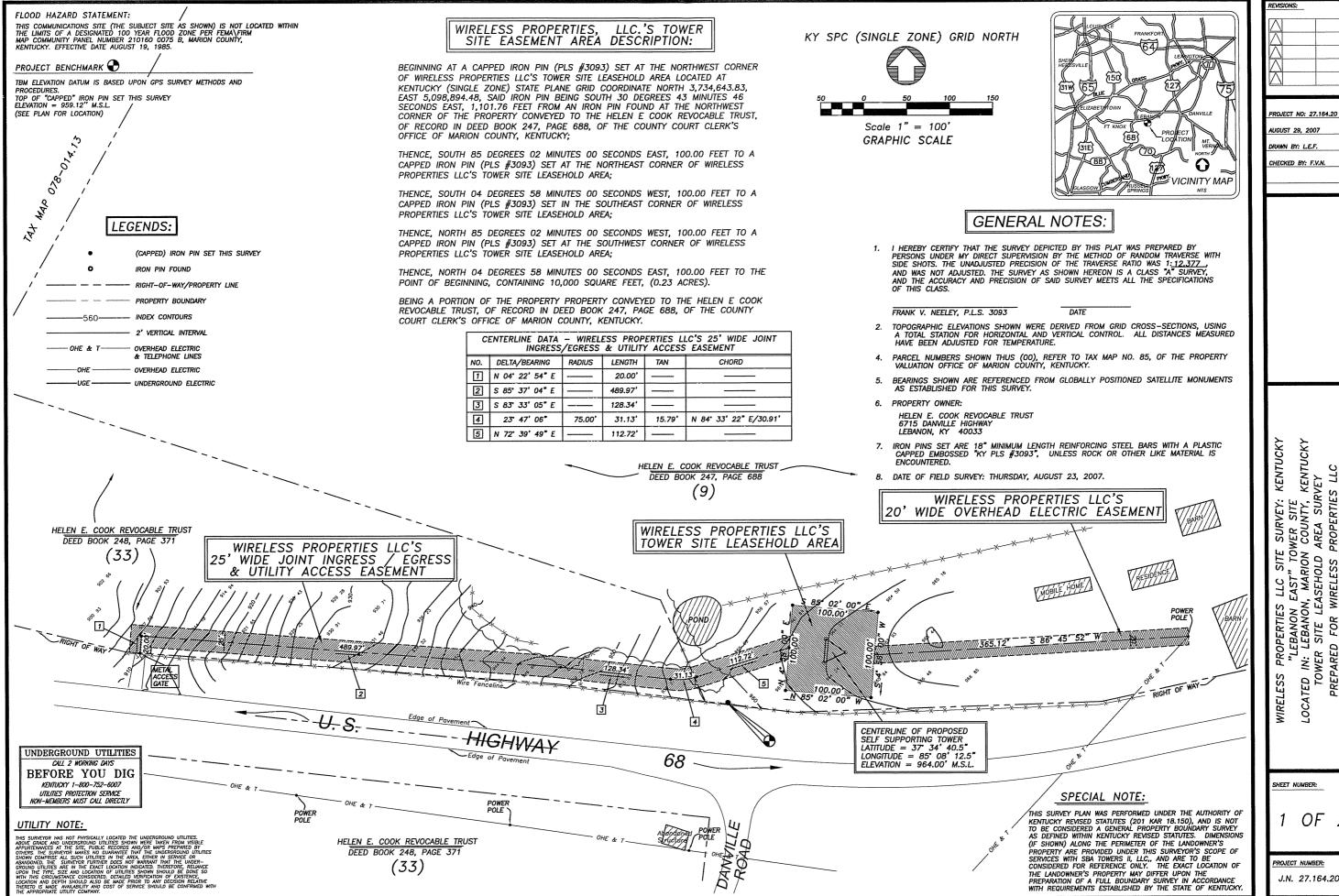
UTILITY CONTACTS

SITE NAME

SHEET	NUMBER	DESCRIPTION
T-1		TITLE SHEET & SITE INFO
A-1		500' RADIUS/ABUTTERS
A-2		SITE SURVEY
C-1		GENERAL NOTES AND LEGEND
C-2		OVERALL SITE LAYOUT
C-3		SITE LAYOUT PLAN
C-4		SITE GRADING PLAN
C-5		SITE DETAILS
C-6		FENCE DETAILS
E-1		UTILITY ROUTING PLAN
E-2		SITE GROUNDING PLAN
E-3		ELECTRICAL NOTES
E-4		ELECTRICAL DETAILS
E-5		ELECTRICAL DETAILS
E-6		UTILITY CENTER DETAILS
E-7		GROUNDING SINGLE LINE
SHEE	T INDEX	-
FIRE		

POLICE

EMERGENCY CONTACTS



PROJECT NUMBER:

J.N. 27.164.20

SHEET NUMBER:

OF 2

RAWN BY: L.E.F.

OWER SITE
IN COUNTY, KENTUCKY
AREA SURVEY
PROPERTIES LLC
SITE NO.: KY-021

"LEBANON EAST" TOW
I: LEBANON, MARION
ER SITE LEASEHOLD A
RED FOR WIRELESS PI
S PROPERTIES LLC SI

ATED IN: LE TOWER SI PREPARED

GENERAL NOTES

- 1. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL APPLICABLE PERMITTING AUTHORITIES.
- 2. THE CONTRACTOR SHALL VERIFY THAT ALL EXISTING TOPOGRAPHY AND HORIZONTAL GEOMETRY IS AS INDICATED ON THESE DRAWINGS. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE OR REPAIR TO THESE FACILITIES CAUSED BY THE CONTRACTOR'S WORK FORCE. IMMEDIATELY NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES OR INTERFERENCE WHICH AFFECT THE WORK OF THIS CONTRACT.
- ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES, CODES, AND REGULATIONS.
- 4. THE CONTRACTOR IS COMPLETELY RESPONSIBLE FOR CONTAINMENT OF SEDIMENT AND CONTROL OF EROSION ON SITE. ANY DAMAGE TO ADJACENT OR DOWNSTREAM PROPERTIES WILL BE CORRECTED BY THE CONTRACTOR AT NO EXPENSE TO THE OWNER.
- 5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES. DO NOT ALLOW WATER TO STAND OR POND. ANY DAMAGE TO STRUCTURES OR WORK ON THE SITE CAUSED BY INADEQUATE MAINTENANCE OF DRAINAGE PROVISIONS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND ANY COST ASSOCIATED WITH REPAIRS FOR SUCH DAMAGE WILL BE AT THE CONTRACTOR'S EXPENSE.
- 6. ALL WASTE MATERIAL SHALL BE PROPERLY DISPOSED OF OFF-SITE OR AS DIRECTED BY THE CONSTRUCTION MANAGER AND IN ACCORDANCE WITH JURISDICTIONAL AUTHORITIES.
- 7. CONTRACTOR SHALL MAINTAIN 20' HORIZONTAL CLEARANCE FROM CENTERLINE OF EXISTING POWER LINES OR AS REQUESTED BY THE POWER COMPANY.
- 8. SEED AND MULCH ALL DISTURBED AREAS NOT COVERED BY OTHER MATERIALS IN ACCORDANCE WITH THE SPECIFICATIONS.
- 9. ANY PROPERTY DAMAGE CAUSED BY THE CONTRACTOR OR HIS OPERATIONS SHALL BE CORRECTED AND/OR RESTORED TO THE SATISFACTION OF THE PROPERTY OWNER(S) AND THE CONSTRUCTION MANAGER AT NO ADDITIONAL COST TO THE OWNER.
- 10. NOTIFY WIRELESS PROPERTIES, LLC TWENTY—FOUR HOURS PRIOR TO CONSTRUCTION TO ALLOW THE REPRESENTATIVES TO LOOK AT THE SITE PRIOR TO EXCAVATION.
- 11. THE CONTRACTOR SHALL INCLUDE ALL WORK REQUIRED TO CO-LOCATE ON THE EXISTING TOWER INCLUDING ALL NECESSARY SITE IMPROVEMENTS, FOUNDATIONS, ELECTRICAL IMPROVEMENTS, ICE BRIDGE, WAVEGUIDE LADDER, SNAP INS, AND OTHER ACCESSORIES FOR COMPLETE INSTALLATION.
- 12. THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF THE FOLLOWING EQUIPMENT THAT WILL BE SUPPLIED BY CO—LOCATOR: ANTENNAS, COAX CABLES, AND EQUIPMENT CABINETS. THE EQUIPMENT CABINETS SHALL BE TRANSPORTED TO THE SITE BY THE CONTRACTOR. WIRELESS PROPERTIES, LLC WILL SUPPLY ANTENNA MOUNTS.
- 13. CONTRACTOR TO NOTIFY WIRELESS PROPERTIES, LLC
 REPRESENTATIVES FORTY-EIGHT HOURS BEFORE CONCRETE POURS.

UTILITY NOTES

- 1. APPLY FOR THE UTILITY SERVICE (TELEPHONE AND ELECTRIC) NO LATER THAN THE NEXT BUSINESS DAY FOLLOWING AWARD OF CONTRACT. COORDINATE WITH THE ELECTRIC UTILITY COMPANY FOR EXACT TRANSFORMER LOCATION, METERING REQUIREMENTS, AND SERVICE ROUTING. COORDINATE WITH THE TELEPHONE UTILITY COMPANY FOR EXACT TELEPHONE REQUIREMENTS AND ROUTING OF SERVICE.
- 2. ALL UTILITY RELATED WORK SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE UTILITY REQUIREMENTS. FIELD VERIFY EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
- 3. THE CONTRACTOR SHALL CONTACT UTILITIES AND LOCATOR SERVICE A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION.

(KY BEFORE YOU DIG 1-800-752-6007).

CONTRACTOR SHALL PROVIDE TRENCHING AND CONDUITS AS SHOWN OR AS REQUIRED BY LOCAL UTILITY.

EXISTING	LEGEND	NEW
X 100.5	SPOT ELEVATION	712.9
95-	CONTOUR LINE	98
х	FENCE	X
	SILT FENCE	
my	WOODS LINE	u
SD	STORM DRAIN	SD
	CATCH BASIN	
R\W	RIGHT OF WAY	
•	IRON PIN SET (IPS) 5/8" REBAR	
•	IRON PIN FOUND (IPF)	
•	BENCHMARK	
	CONCRETE MON. FOUND	
	CONCRETE MON. SET	
———	CENTERLINE	
I	TELEPHONE PEDESTAL	
ОНТ	OVERHEAD TELEPHONE	
UCT	UNDERGROUND TELEPHONE	
OHP	OVERHEAD POWER	
UGP	UNDERGROUND POWER	
Ø	UTILITY POLE	
•	LIGHT POLE	
w	WATER LINE	
\bowtie	WATER VALVE	
	NATURAL GAS LINE	
Ğ	GAS VALVE	
ST	SANITARY SEWER	
(M)	MANHOLE	

NOTE: THIS IS A GENERAL LEGEND. SOME ITEMS MAY NOT APPLY TO THIS SITE.

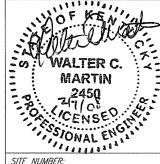




F.S. Land Company T. Alan Neal Company

Land Surveyors and Consulting Engineers
PO Box 17546 2313/2315 Crittenden Drive
Louisville. KY 40217

Phone: (502) 635-5866 (502) 636-5111 Fax: (502) 636-5263



PFNICK

SITE NUMBER:

KY-021

SITE NAME:

SITE ADDRESS: 6715 DANVILLE HIGHWAY LEBANON, KY 4003

PROPOSED LEASE AREA:

AREA = 10,000 SQ. FT

PROPERTY OWNER:

HELEN E COOK REVOCABLE TRUST
6715 DANVILLE HIGHWAY
LEBANON. KY 40033

TOWER TYPE: SELE-SUPPORT

TOWER HEIGHT: 300°

 DWG BY:
 CHKD BY:
 DATE:

 JMW
 FS2
 11 29.07

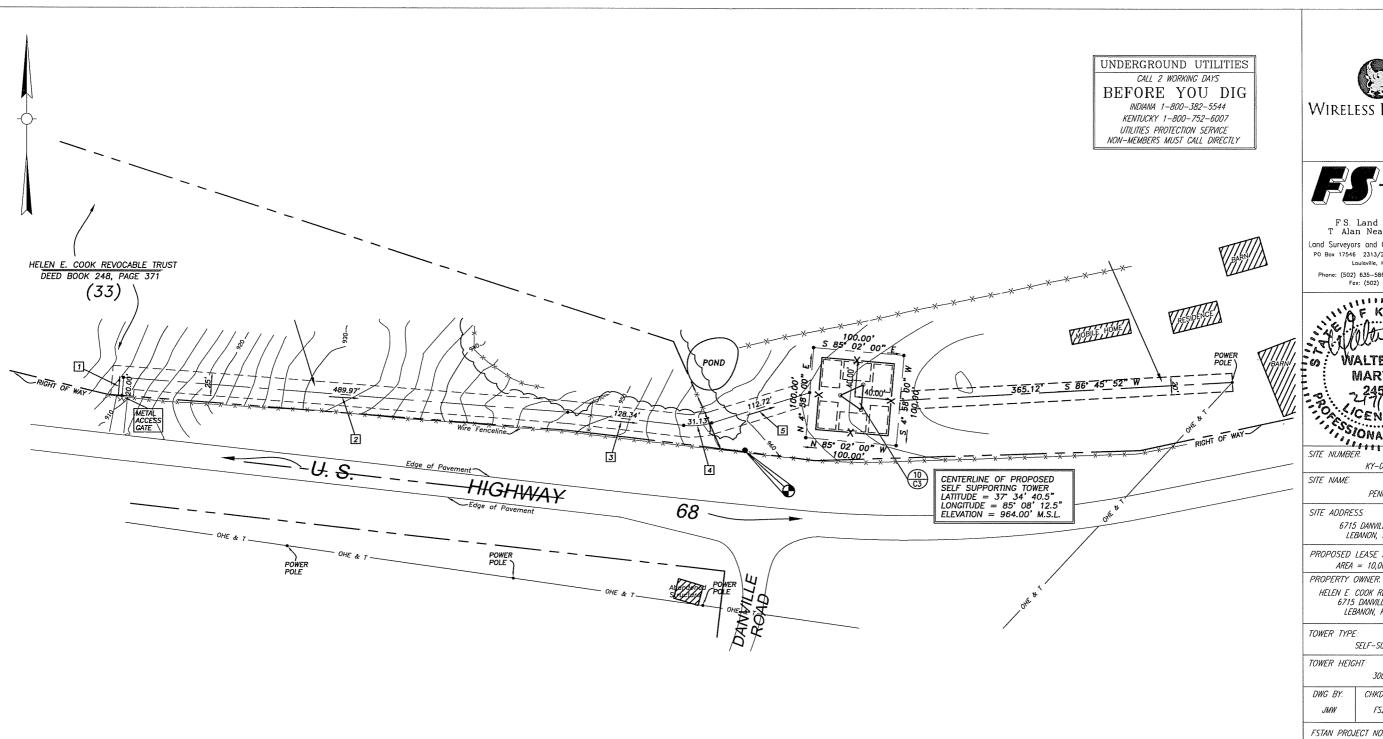
FSTAN PROJECT NO.:

SHEET <u>C-1</u> OF <u>16</u>

REVISIONS:

GENERAL NOTES AND LEGEND

PENICK SITE # KY-021

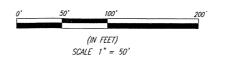


FLOOD HAZARD STATEMENT:

THIS COMMUNICATIONS SITE (THE SUBJECT SITE AS SHOWN) IS NOT LOCATED WITHIN THE LIMITS OF A DESIGNATED 100 YEAR FLOOD ZONE PER FEMA\FIRM MAP COMMUNITY PANEL NUMBER 210160 0075 B, MARION COUNTY, KENTUCKY. EFFECTIVE DATE AUGUST 19, 1985.

PROJECT BENCHMARK

TBM ELEVATION DATUM IS BASED UPON GPS SURVEY METHODS AND PROCEDURES. TOP OF "CAPPED" IRON PIN SET THIS SURVEY ELEVATION = 959.12" M.S.L. (SEE PLAN FOR LOCATION)



NOTES:

- 1. THE PROPOSED USE DOES NOT REQUIRE FULL TIME OR PART TIME EMPLOYEES AT THE SITE.
- 2. FOR SITE WORK GENERAL NOTES, UTILITY NOTES, AND LEGEND SEE SHEET C1.
- 3. ALL NORTH ARROWS ON PLAN VIEWS ARE TRUE (GRID) NORTH UNLESS NOTED OTHERWISE.

REFERENCE NOTES:

10 - TOWER ELEVATION. SEE DETAIL SHEET C3.

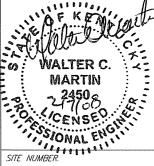




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Phone: (502) 635-5866 (502) 636-5111 Fax: (502) 636-5263



KY-021

SITE NAME:

SITE ADDRESS:

6715 DANVILLE HIGHWAY LEBANON, KY 4003

PENICK

PROPOSED LEASE AREA AREA = 10,000 SQ. FT

> HELEN E. COOK REVOCABLE TRUST 6715 DANVILLE HIGHWAY LEBANON, KY 400.3.3

TOWER TYPE:

SELF-SUPPORT

300'

TOWER HEIGHT:

DWG BY:

JMW

DATE CHKD BY. F52 11.29.07

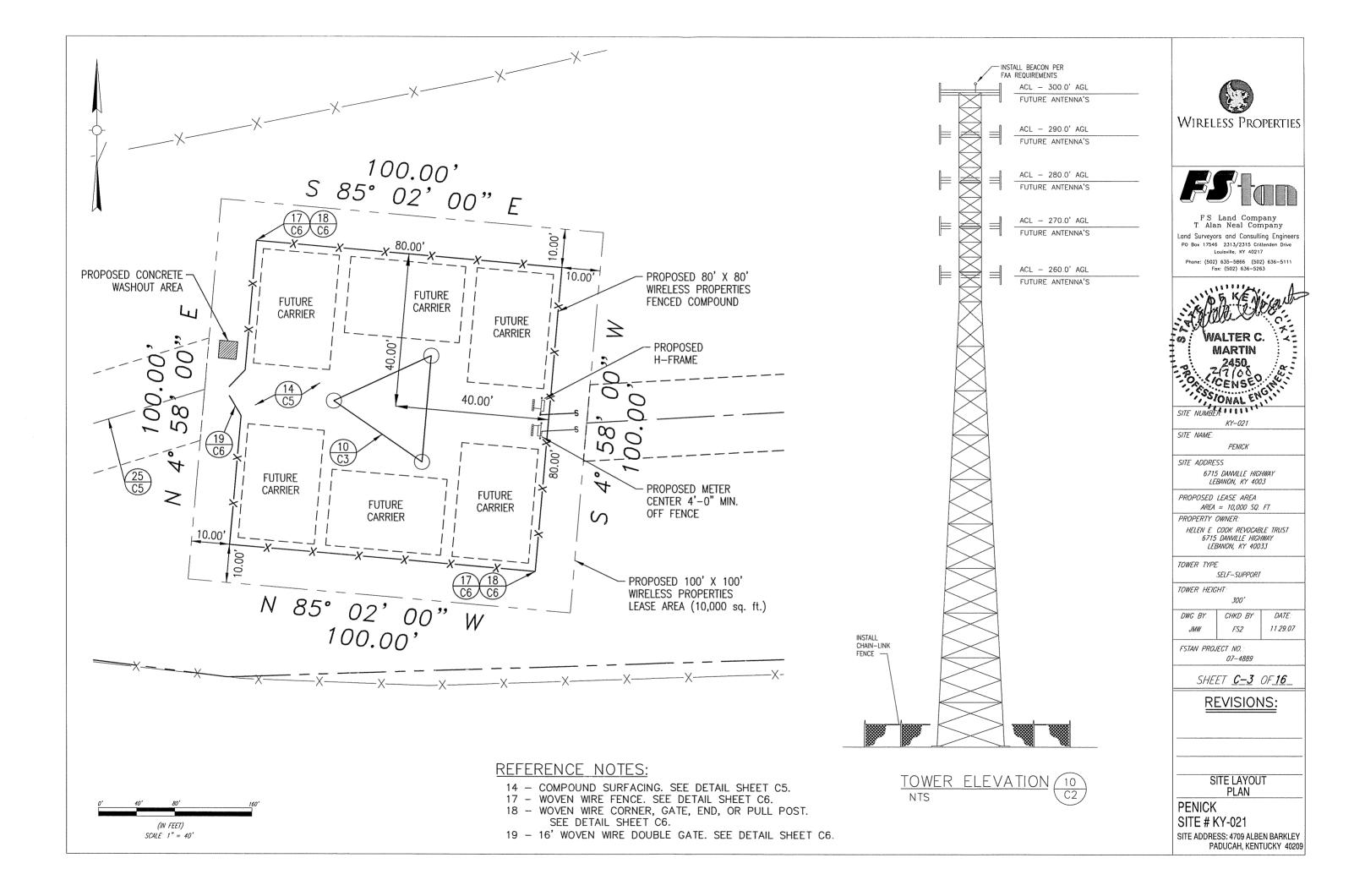
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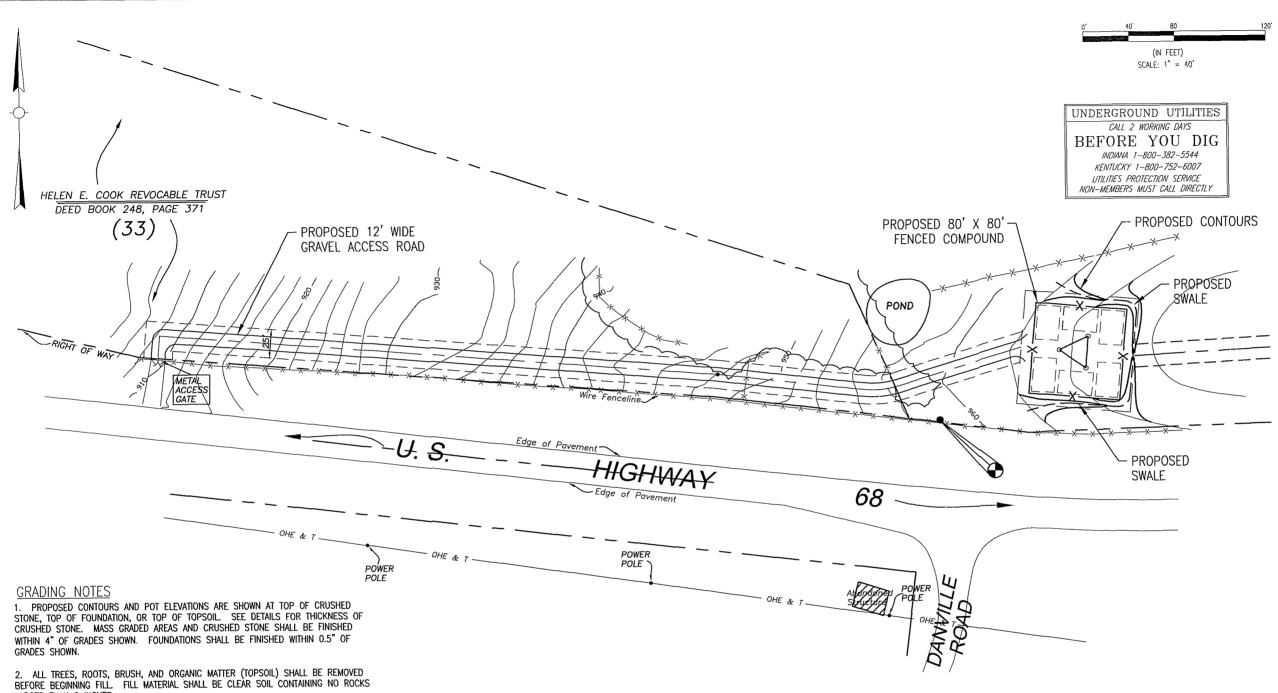
SHEET <u>C-2</u> OF <u>16</u>

REVISIONS:

OVERALL SITE LAYOUT

PENICK SITE # KY-021





- LARGER THAN 6 INCHES
- 3. ALL AREAS TO RECEIVE FILL SHALL FIRST BE PROOF ROLLED WITH A FULLY LOADED TANDEM DUMP TRUCK (25 TON MINIMUM) UNDER THE SUPERVISION OF THE ENGINEER OR TESTING LAB PERSONNEL. ANY AREAS WHICH EXHIBIT "PUMPING" SHALL BE UNDERCUT (OR OTHERWISE STABILIZED) TO A FIRM SOIL BEFORE PLACING FILL. ALSO, ALL FINAL SUBGRADES, WHETHER IN CUT OR FILL. ALSO, ALL FINAL SUBGRADES, WHETHER IN CUT OR FILL, SHALL BE PROOF ROLLED PRIOR TO CONSTRUCTING SLABS OR PAVEMENTS. CONTACT ENGINEER FOR DIRECTION IN SITUATIONS WHERE SOIL COMPACTION OR BEARING CAPACITY MAY BE INADEQUATE.
- 4. FILLS SHALL BE FORMED OF SATISFACTORY MATERIAL PLACED IN SUCCESSIVE HORIZONTAL LAYERS OF NOT MORE THAN 6 INCHES IN LOOSE DEPTH FOR THE FULL WIDTH OF EACH STRIP.
- 5. FILL SOIL SHALL BE PLACED AT A MOISTURE CONTENT THAT IS WITHIN MINUS 1% OR PLUS 3% POINTS OF THE OPTIMUM MOISTURE CONTENT AND TO 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM 698 (STANDARD PROCTOR). THE UPPER 12 INCHES OF FILL SHALL BE COMPACTED TO 98%.
- 6. STANDARD PROCTOR TESTS (ASTM 698) SHALL BE DONE BY AN INDEPENDENT TESTING LABORATORY EMPLOYED BY THE CONTRACTOR. IN PLACE DENSITY TESTS SHALL BE PERFORMED ON EACH LIFT TO ENSURE PROPER PLACEMENT OF FILL MATERIAL.

GRADING NOTES

- 7. ALL DISTURBED AREAS SHALL RECEIVE GROUND COVER. ALL AREAS TO RECEIVE GROUND COVER SHALL HAVE A MINIMUM OF 4 INCHES OF TOPSOIL. ALL FOREIGN DEBRIS SHALL BE REMOVED BEFORE PLACING TOPSOIL. AREAS WITH LESS THAN 4:1 SLOPE SHALL BE SEEDED WITH FOUR FOUNDS OF KENTUCKY 31 FESCUE AND ONE FOUND OF ANNUAL RYE PER 1,000 SQUARE FEET. SLOPES STEEPER THAN 4:1 SHALL BE SEEDED WITH A MIXTURE OF 1/4 POUND SCARIFIED SERICEA LESPEDEZA. 1/4 POLIND CROWNVETCH, AND ONE POUND KENTUCKY 31 FESCUE PER 1,000 SQUARE FEET WITH 30 POUNDS PER 1,000 SQUARE FEET OF 6-12-12 FERTILIZER. SLOPES 3:1 OR STEEPER SHALL BE COVERED WITH NORTH AMERICAN GREEN EROSION CONTROL BLANKER S150 INSTALLED PER MANUFACTURERS SPECIFICATIONS (OR ENGINEER APPROVED EQUAL)
 TO PREVENT EROSION. CONTRACTOR SHALL WARRANTY GROUND COVER AND SLOPES FOR
- 8. CONFINE ALL CONSTRUCTION ACTIVITY TO PROPERTY OWNER'S PARCEL. DO NOT ENTER ADJACENT PROPERTY WITHOUT OBTAINING APPROVAL THROUGH WIRELESS
- 9. CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FENCE AND OTHER TEMPORARY EROSION CONTROL MEASURES AFTER GRASS IS ESTABLISHED AND STABILIZED.
- 10. SEE SURVEY FOR SITE BENCHMARK/CONTROL POINT

REFERENCE NOTES

- 1. OWNER REPRESENTATIVE FOR EROSION CONTROL IS MATT BATES / WIRELESS PROPERTIES, LLC.
- STATE AND FEDERAL 1/2" RAINSTORM LOG TO BE KEPT ON SITE AND A COPY TO BE SUBMITTED BACK TO THE CITY IN REPORT FORM.
- 3. SITE EROSION CONTROLS SHALL BE CHECKED AND IF NECESSARY REPAIRED WEEKLEY AND WITHIN 24 HOURS AFTER EACH RAINFALL GREATER THAN OR EQUAL TO 1/2". IN EVENT OF CONTINUOUS RINAFALL EROSION CONTROL SHALL BE CHECKED DAILY. 4. ALL AREAS THAT REMAIN BARE GREATER THAN 15 DAYS MUST BE TEMPORARILY
- STABILIZED. 5. SITE IS IN NOT IN THE 100 YEAR FLOOD PLAIN. SEE SHEET A2.



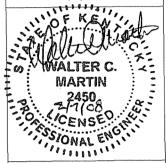
WIRELESS PROPERTIES



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SITE NUMBER:

KY-021

SITE NAME

SITE ADDRESS.

6715 DANVILLE HIGHWAY LEBANON KY 4003

PENICK

PROPOSED LEASE AREA AREA = 10,000 SQ. FT.

PROPERTY OWNER:

HELEN E. COOK REVOCABLE TRUST 6715 DANVILLE HIGHWAY LEBANON, KY 40033

300

TOWER TYPE:

SELF - SLIPPORT

TOWER HEIGHT:

DWG BY

DATE CHKD BY 11 29.07 F52

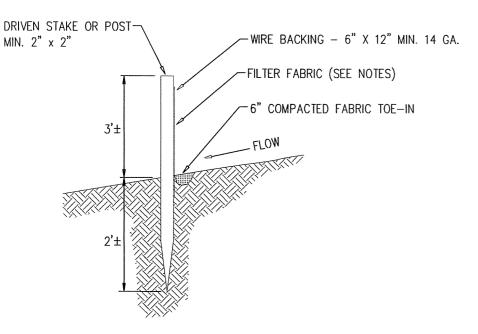
FSTAN PROJECT NO. 07 - 4889

SHEET **C-4** OF **16**

REVISIONS:

SITE GRADING PLAN

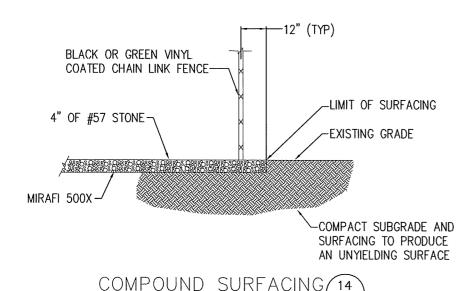
PENICK SITE # KY-021



NOTES:

- 1. FILTER FABRIC MIRAFI 100X, STABILENKA T-80. SUPAC 4 1/2 NP, OR APPROVED EQUAL.
- 2. MAXIMUM POST SPACING = 10'.
- 3. SECURELY FASTEN WIRE & FABRIC TO STAKES WITH WIRE TIES OR STAPLES.

SILT FENCE DETAIL NTS

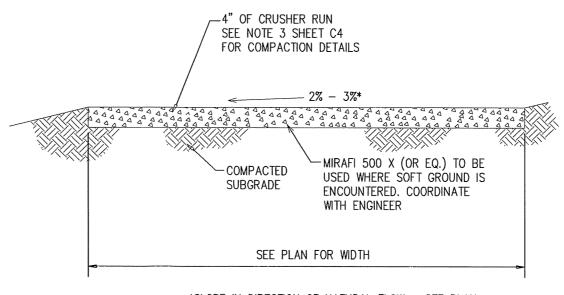


NTS

C3

- ALL SEDIMENT CONTROL STRUCTURES SHALL BE INSTALLED PRIOR TO ANY GRADING AND ARE TO BE MAINTAINED IN PLACE THROUGHOUT THE COURSE OF CONSTRUCTION. SEDIMENT AND EROSION CONTROL MEASURES SHALL BE PROVIDED ON ALL GRADED AND OR DISTURBED AREAS UNTIL SUCH AREAS HAVE BEEN STABILIZED WITH VEGETATIVE COVER.
- 2. CONTRACTOR SHALL OBTAIN APPLICABLE EROSION AND SEDIMENT CONTROL PERMIT(S) AND COMPLY WITH ALL LOCAL AND STATE LAWS. SEDIMENT SHALL NOT BE ALLOWED TO WASH INTO STORM DRAINS OR ONTO ADJACENT PROPERTIES. CONTRACTOR IS RESPONSIBLE FOR REPAIR AND/OR CLEANUP OF ANY AND ALL DAMAGES RESULTING FROM SILTATION FROM THE CONSTRUCTION SITE.
- SEDIMENT AND EROSION CONTROL MEASURES SHOWN ON THE DRAWINGS ARE CONSIDERED MINIMUM. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING CONTROL AS NECESSARY TO PREVENT EROSION RUNOFF. ADDITIONAL EROSION CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTION.
- 4. IF FINES OR PENALTIES ARE LEVIED AGAINST THE PROPERTY OR PROPERTY OWNER BECAUSE OF LACK OF EROSION AND/OR SEDIMENTATION CONTROL, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYMENT OF SUCH FINES OR PENALTIES OR THE COSTS OF ANY FINES OR PENALTIES SHALL BE DEDUCTED FROM THE CONTRACT AMOUNT.

EROSION CONTROL NOTES NTS



*SLOPE IN DIRECTION OF NATURAL FLOW - SEE PLAN

GRAVEL ACCESS ROAD NTS

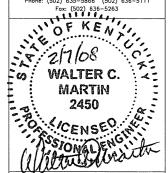




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KY-021

SITE NAME:

SITE ADDRESS

6715 DANVILLE HIGHWAY LEBANON, KY 4003

PENICK

PROPOSED LEASE AREA

AREA = 10,000 SQ. FT.

PROPERTY OWNER.

HELEN E. COOK REVOCABLE TRUST 6715 DANVILLE HIGHWAY LEBANON, KY 40033

TOWER TYPE:

SELF-SUPPORT

TOWER HEIGHT

DATE DWG RY CHKD BY 11 29.07 F52

300

FSTAN PROJECT NO. 07-4889

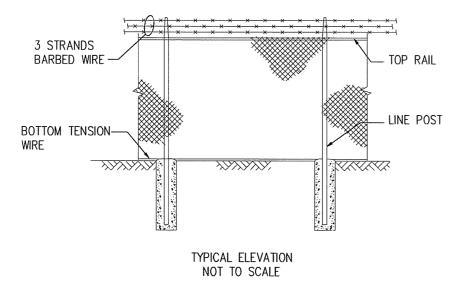
SHEET <u>C-5</u> OF <u>16</u>

REVISIONS:

DETAILS

PENICK SITE # KY-021

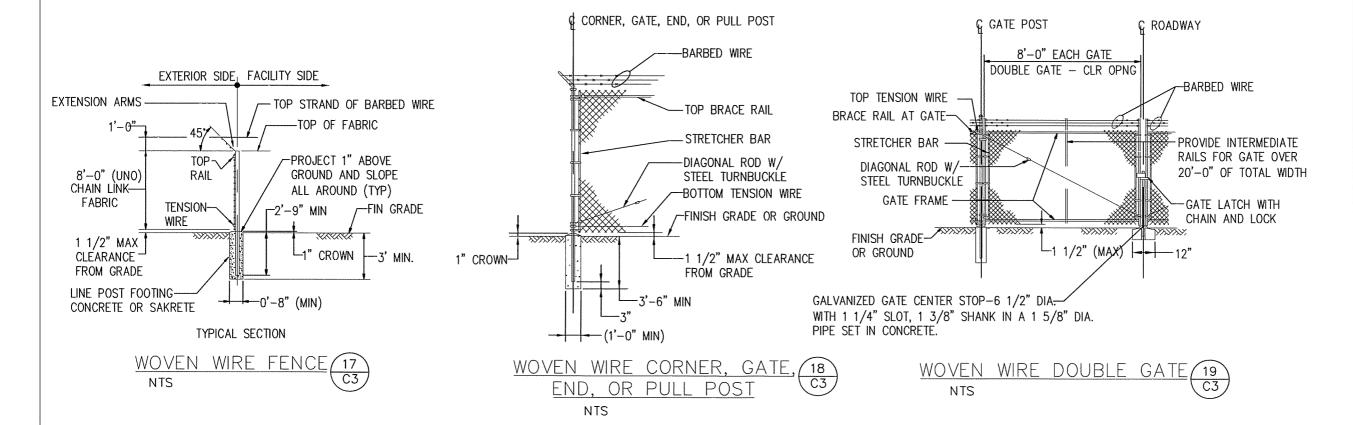
CHECK LOCAL CODES FOR BARBED WIRE REQUIREMENTS



TYPICAL WOVEN WIRE FENCING NOTES

(INSTALL FENCING PER ASTM F-567, SWING GATES PER ASTM F- 900)

- GATE POST, CORNER, TERMINAL OR PULL POST SHALL BE 2 1/2"
 SCHEDULE 40 FOR GATE WIDTHS UP THRU 6 FEET OR 12 FEET FOR
 DOUBLE SWING GATE PER ASTM-F1083.
- 2. LINE POST: 2"ø SCHEDULE 40 PIPE PER ASTM-F1083.
- 3. GATE FRAME: 1 1/2" SCHEDULE 40 PIPE PER ASTM-F1083.
- 4. TOP RAIL & BRACE RAIL: 1 1/2" SCHEDULE 40 PIPE PER ASTM-F1083.
- 5. FABRIC: 11 GA. CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM-A392.
- 6. TIE WIRE: MINIMUM 11 GA GALVANIZED STEEL INSTALL A SINGLE WRAP TIE WIRE AT POSTS AND RAILS AT MAX. 24" INTERVALS.
- 7. INSTALL HOG RINGS ON TENSION WIRE AT 24" INTERVALS.
- 8. TENSION WIRE: 7 GA. GALVANIZED STEEL.
- 9. BARBED WIRE: DOUBLE STRAND 12-1/2 GAUGE TWISTED WIRE, 4 PT. BARBS SPACED ON APPROXIMATELY 5" CENTERS. (IF USED) GATE LATCH: 1-3/8" O.D. PLUNGER ROD W/ MUSHROOM TYPE CATCH AND LOCK (KEYED ALIKE FOR ALL SITES OR COMBINATION AS SPECIFIED BY OWNER).
- 10. LOCAL ORDINANCE FOR BARBED WIRE PERMIT SHALL GOVERN INSTALLATION.
- 11. HEIGHT = 8' VERTICAL + 1' BARBED WIRE VERTICAL DIMENSION.
- 12. WORK WITH SPECIFICATION 2831.
- 13. 1-1/16" WIDE, PDS TYPE B. OR EQUAL. FENCE SLATS SHALL BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS.



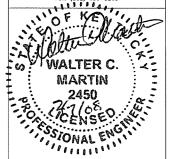




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Louisville, KY 40217

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SITE NUMBER.

KY-021

SITE NAME:

SITE ADDRESS:

6715 DANVILLE HIGHWAY LEBANON, KY 4003

PENICK

PROPOSED LEASE AREA

AREA = 10,000 SQ. FT.

PROPERTY OWNER:

HELEN E. COOK REVOCABLE TRUST 6715 DANVILLE HIGHWAY LEBANON, KY 40033

TOWER TYPE:

SELF-SUPPORT

TOWER HEIGHT

300'

 DWG BY:
 CHKD BY:
 DATE:

 JMW
 F52
 11.29.07

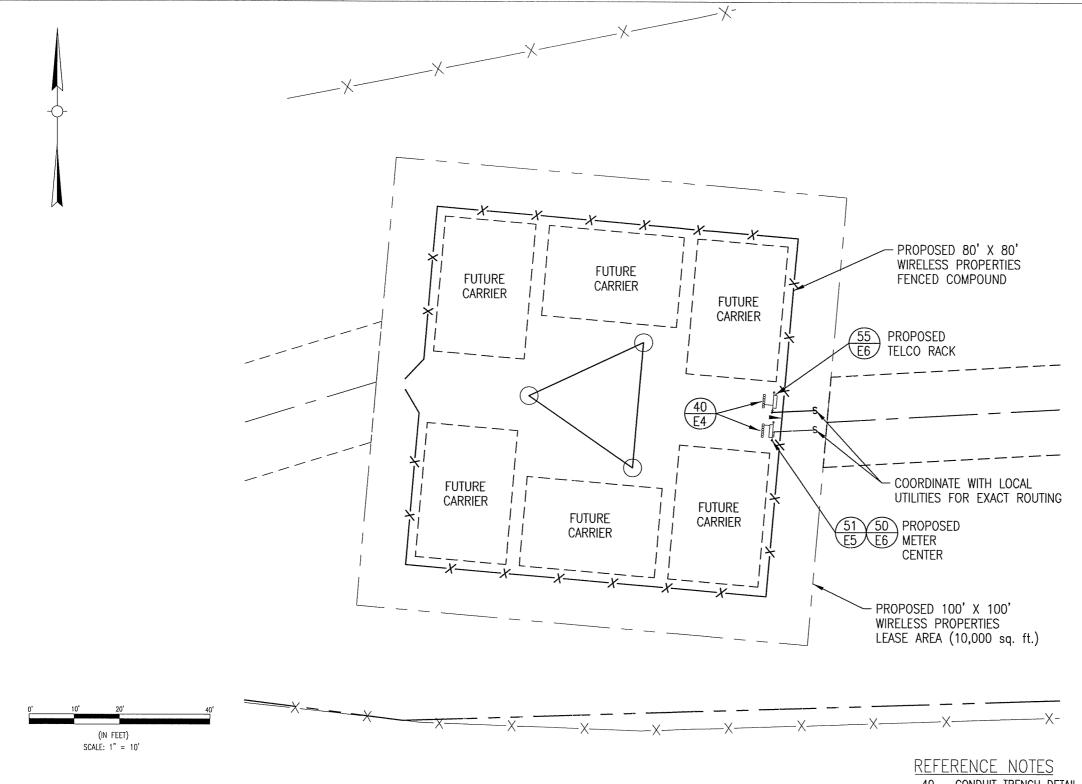
FSTAN PROJECT NO... 07--4889

SHEET <u>C-6</u> OF <u>16</u>

<u>REVISIONS:</u>

FENCE DETAILS

PENICK SITE # KY-021



ELECTRICAL LEGEND

TELEPHONE PEDESTAL UNDERGROUND TELEPHONE OVERHEAD ELECTRIC & TELEPHONE LINES OVERHEAD ELECTRIC -OHE -UNDERGROUND ELECTRIC

- 40 CONDUIT TRENCH DETAIL. SEE DETAIL SHEET E4
- 50 UTILITY CENTER DETAIL. SEE DETAIL SHEET E6
- 51 ELECTRICAL SINGLE LINE DIAGRAM. SEE DETAIL SHEET E5
- 55 BELLSOUTH CELLPAK H-FRAME DETAIL. SEE DETAIL SHEET E6.

UTILITY NOTES

1. RUN 2-4" PVC CONDUITS TO ELECTRIC UTILITY SERVICE ENTRANCE AND 1-4" PVC CONDUIT TO CELLPAK ON H-FRAME.

FOR ELECTRICAL NOTES, SEE SHEET E-3

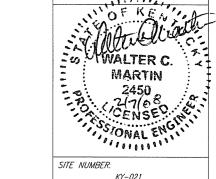




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KY-021

PENICK

SITE NAME:

SITE ADDRESS:

6715 DANVILLE HIGHWAY LEBANON, KY 4003

PROPOSED LEASE AREA AREA = 10,000 SQ. FT.

PROPERTY OWNER.

HELEN E. COOK REVOCABLE TRUST 6715 DANVILLE HIGHWAY LEBANON, KY 40033

TOWER TYPE:

SELF-SUPPORT

TOWER HEIGHT:

300' CHKD BY: DATE DWG BY FS2 11.29.07

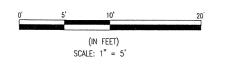
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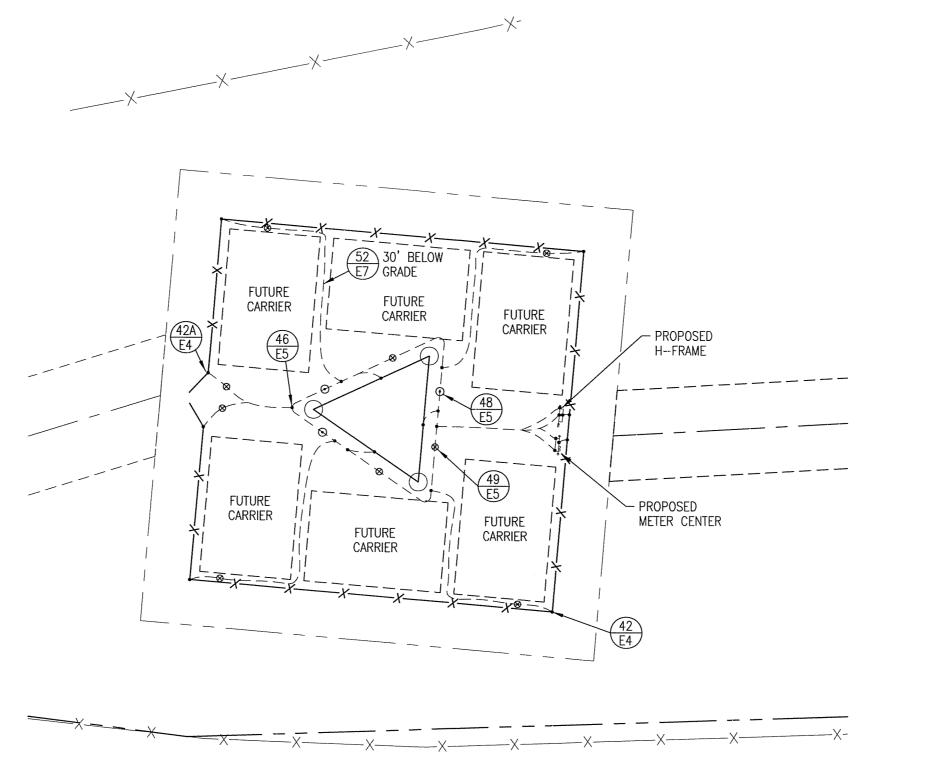
07-4889

SHEET <u>E-1</u> OF <u>16</u> **REVISIONS:**

UTILITY ROUTING PLAN

PENICK SITE # KY-021







#2 AWG SOLID TINNED COPPER GROUND CABLE RUN 30" BELOW GRADE

#2 AWG SOLID TINNED COPPER GROUND CABLE RUN ABOVE GRADE

10' X 5/8" DIAMETER COPPER CLAD, STEEL GROUND ROD. 8

PARALLEL CADWELD

 \odot

CADWELD WITH INSPECTION

CHEMICAL GROUND ROD

REFERENCE NOTES

42 - FENCE GROUNDING. SEE DETAIL SHEET E4. 42A = FENCE GATE GROUNDING. SEE DETAIL SHEET E4.

46 - EXOTHERMIC WELD TO BASE PLATE. SEE DETAIL SHEET E5.

48 - INSPECTION SLEEVE DETAIL. SEE DETAIL SHEET E5.

49 - GROUND ROD DETAIL. SEE DETAIL SHEET E5.

52 - GROUNDING SYSTEM SINGLE LINE DIAGRAM. SEE DETAIL SHEET E7.

FOR GROUNDING NOTES, SEE SHEET E3.

ALL GROUND LEADS THAT EXTEND ABOVE GRADE ARE TO BE CADWELDED.

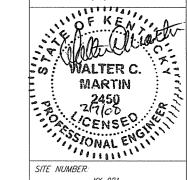




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KY-021 SITE NAME:

PENICK

SITE ADDRESS:

6715 DANVILLE HIGHWAY LEBANON, KY 4003

PROPOSED LEASE AREA: AREA = 10,000 SQ. FT.

PROPERTY OWNER

HELEN E. COOK REVOCABLE TRUST 6715 DANVILLE HIGHWAY LEBANON, KY 40033

TOWER TYPE

SELF-SUPPORT

TOWER HEIGHT:

300 DWG BY: CHKD BY: DATE 11.29.07 F52

FSTAN PROJECT NO. 07-4889

SHEET <u>E-2</u> OF <u>16</u>

REVISIONS:

SITE GROUNDING PLAN

PENICK SITE # KY-021



GROUNDING NOTES:

1. APPLY FOR UTILITY SERVICE (TELEPHONE AND ELECTRIC) NO LATER THAN THE NEXT BUSINESS DAY FOLLOWING AWARD OF CONTRACT. COORDINATE WITH ELECTRIC UTILITY COMPANY FOR EXACT TRANSFORMER LOCATION, METERING REQUIREMENTS, AND SERVICE ROUTING. PROVIDE COPIES OF RECEIPTS VERIFYING APPLICATION FOR ELECTRICAL SERVICE AND CONFIRM FROM UTILITY AS TO WHEN SERVICE WILL BE AVAILABLE.

ELECTRICAL NOTES:

 RUN 1-4" RGS TELCO CONDUIT TO THE NEW UTILTY POLE. COORDINATE WITH TELCO UTILITY FOR INSTALLATION REQUIREMENTS. INSTALL RACK FOR TELCO JUNCTION BOX/CELLPAK AFTER CONFIRMING THAT THIS IS ACCEPTABLE TO TELCO UTILITY.

3. IF CELLPAK IS REQUIRED, GENERAL CONTRACTOR TO PROVIDE RACK, CONDUITS,
AND EQUIPMENT PER BELLSOUTH. 3/4"FLEX CONDUIT BETWEEN TELCO STUB-UP
AND CELL-PAK. IF SITE IS "NEW CONSTRUCTION" AND TELCO IS BEING BROUGHT
DIRECTLY INTO H-FRAME, GENERAL CONTRACTOR IS TO STUB TELCO CONDUIT

(4") UP 6" OUTSIDE RIGHT LEG OF H-FRAME FOR BELLSOUTH PEDESTAL PLACEMENT,

4. AT THE NEW UTILITY POLE, TURN 4-3" POWER CONDUITS UP POLE WITH SCHEDULE

80 PVC AND EXTEND TO A WEATHERHEAD. VERIFY EXACT HEIGHT OF WEATHERHEAD
WITH POWER COMPANY. STUB UP AND CAP SPARE 2-3" CONDUITS AT POLE.

5. ALL CONDUITS ENTERING THE UTILITY CENTER SHALL BE SEALED WITH SEALANTS THAT ARE IDENTIFIED FOR USE WITH THE CABLE INSULATION, SHIELD, OR OTHER COMPONENTS. A BEAD OF SILICONE SHALL BE PLACED AROUND ALL CONDUIT PENETRATIONS INTO THE UTILITY CENTER.

6. ALL ELECTRICAL AND GROUNDING AT THE SITE SHALL COMPLY WITH THE NATIONAL ELECTRIC CODE, NFPA 70 AND STANDARD FOR THE INSTALLATION OF LIGHTING PROTECTIONSYSTEMS (LATEST EDITION) NFPA 780.

7. PROVIDE 2 PULL STRINGS SECURELY FASTENED AT EACH END OF THE CONDUIT. PULL₉. STRING TO BE 200LB TEST POLYETHENE CORD. PROVIDE CAP ON END OF THE CONDUITS WITH IDENTIFICATION OF ROUTING.

8. CONTRACTOR TO COORDINATE ALL NECESSARY STEPS INCLUDING BUT NOT LIMITED 10. IF TO SCHEDULING OF INSPECTION, ETC...IN ORDER TO SECURE CONDITIONAL POWER. THIS PROCESS SHOULD BE INITIATED AT THE SAME TIME THE BUILDING PERMIT IS PULLED OR AT A TIME THAT BEST FACILITATES GETTING A METER PLACED ON SITE AND IN SERVICE.

9. GENERAL CONTRACTOR IS RESPONSIBLE FOR ENSURING THE COMPLETE COMPACTION AND RESTORATION OF ALL UTILITY TRENCHES TO THE SATISFACTION OF WIRELESS PROPERTIES AND PROPERTY OWNER, REGARDLESS OF THE PARTY PROVIDING INSTALLATION OF UTILITIES.

10. PROVIDE AND INSTALL WARNING TAPE FOR ELECTRIC SERVICE CONDUIT 12" BELOW GRADE, SEE CONDUIT SECTION ON SHEET E4.

11. ENCASE CONDUITS IN CONCRETE WHERE THEY CROSS ROADS.

- 1. TO PROTECT PERSONNEL FROM ELECTRICAL SHOCK AND ENSURE SAFE, RELIABLE OPERATION OF EQUIPMENT, THE GROUNDING SYSTEM SHALL PROVIDE A LOW IMPEDANCE PATH TO EARTH FOR LIGHTNING AND FAULT CURRENT SURGES. THE GROUNDING RESISTANCE IS REQUIRED TO BE 5 OHMS OR LESS.
- 2. INSTALL GROUND RING 2 FEET MAX OUTSIDE OF EQUIPMENT PAD FOUNDATION AND 30 INCHES BELOW GRADE. GROUND RING CONSISTS OF #2 AWG SOLID BARE TINNED COPPER. WIRELESS PROPERTIES REPRESENTATIVE TO INSPECT GROUNDING BEFORE BACKFILLING OR GENERAL CONTRACTOR WILL TAKE DIGITAL PHOTOS PRIOR TO BACKFILLING.

3. CADWELD ALL CONNECTIONS TO BURIED GROUND RING WITH PARALLEL WELDS. EXCEPTION: USE TEE WELDS FOR CONNECTIONS TO GROUND RODS.

GROUND ALL EXTERIOR EXPOSED METAL OBJECTS. USE TWO HOLE MECHANICAL CONNECTORS (T & B 32007) FOR CONNECTION TO FLAT METAL SURFACES. PROVIDE STAINLESS STEEL HARDWARE AND LOCKWASHERS ON ALL MECHANICAL CONNECTIONS. APPLY ANTI-OXIDE COMPOUND TO CONNECTIONS.

ALL ATTACHMENTS TO GROUND LOOP AND SUPPLEMENTAL GROUND CABLE ARE TO BE 90° BEND RADIUS IN 8" AND BE IN A COUNTERCLOCKWISE DIRECTION WITH PARALLEL CADWELDS. MAKE ALL GROUNDING CONNECTIONS AS SHORT AS POSSIBLE.

CLEAN ALL SURFACES AND BRUSH WITH BRONZE BRUSH PRIOR TO MAKING GROUND CONNECTIONS. PAINT ALL EXOTHERMIC WELDS TO GALVANIZED OBJECTS WITH GALVANIZED PAINT.

7. INSTALL 5/8" x 10' COPPER CLAD GROUND RODS IN LOCATIONS SHOWN ON GROUNDING PLAN.

THE TOP OF THE UTILITY METER GROUND ROD IS TO BE 6" ABOVE THE SUB-GRADE, FOR INSPECTION BY LOCAL AUTHORITY. THE GROUND ROD IS NOT TO BE TIED INTO THE COUNTERPOISE.

PROVIDE GROUNDING FOR ALL OWNER FURNISHED EQUIPMENT PER THE EQUIPMENT
MANUFACTURER'S INSTRUCTIONS AND BOND TO THE EQUIPMENT GROUND RING.

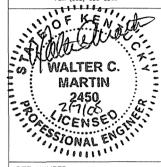
10. IF INSTALLING CHEMICAL GROUND RODS, GENERAL CONTRACTOR SHALL REMOVE AND
PRESENT TO CONSTRUCTION MANAGER THE TAPE USED TO SEAL THE TOP AND BOTTOM
OF CHEMICAL GROUND ROD.



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Phone: (502) 635-5866 (502) 636-5111



SITE NUMBER

SITE NAME:

SITE ADDRESS 6715 DANVILLE HIGHWAY LEBANON, KY 4003

KY-021

PFNICK

PROPOSED LEASE AREA: AREA = 10,000 SQ. FT.

PROPERTY OWNER.

HELEN E. COOK REVOCABLE TRUST 6715 DANVILLE HIGHWAY LEBANON, KY 40033

TOWER TYPE

SELF-SUPPORT

TOWER HEIGHT.

300'

DWG BY CHKD BY: DATE:

JMW F52 11 29 07

FSTAN PROJECT NO.

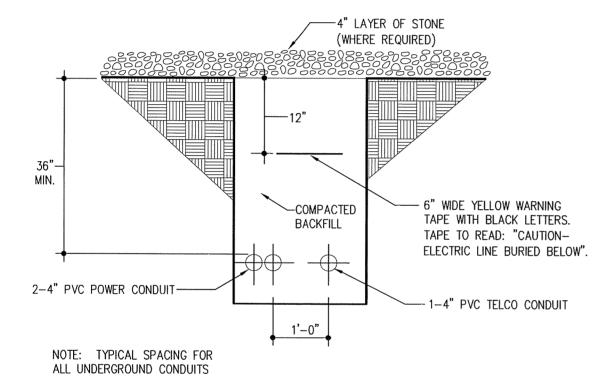
07-4889

SHEET <u>E-3</u> OF <u>16</u>

REVISIONS:

ELECTRICAL NOTES

PENICK SITE # KY-021



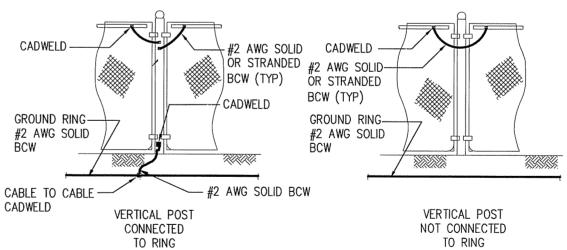
CONDUIT TRENCH DETAIL

NTS

CADWFI D #2 AWG SOLID-OR STRANDED BCW (TYP) -GATE SEE NOTE 1 & 2 #2 AWG SOLID BCW GROUND RING #2 AWG SOLID ВСW

- 1. GATE JUMPER SHALL BE #4/O AWG WELDING CABLE OR FLEXIBLE COPPER BRAID BURNDY TYPE B WITH SLEEVES ON EACH END DESIGNED FOR EXOTHERMIC WELDING.
- 2. GATE JUMPER SHALL BE INSTALLED SO THAT IT WILL NOT BE SUBJECTED TO DAMAGING STRAIN WHEN GATE IS FULLY OPEN IN EITHER DIRECTION.

FENCE GATE GROUNDING (42A)



1. VERTICAL POSTS SHALL BE BONDED TO THE RING AT EACH CORNER AND AT EACH GATE POST. AS A MINIMUM ONE VERTICAL POST SHALL BE BONDED TO THE GROUND RING IN EVERY 100 FOOT STRAIGHT RUN OF FENCE.

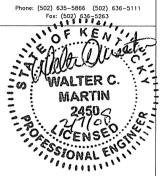
FENCE GROUNDING 42 NTS





F.S. Land Company T. Alan Neal Company

Land Surveyors and Consulting Engineers PO Box 17546 2313/2315 Crittenden Drive Louisville, KY 40217



SITE NUMBER.

KY-021

SITE NAME:

SITE ADDRESS

6715 DANVILLE HIGHWAY LEBANON, KY 4003

PENICK

PROPOSED LEASE AREA. AREA = 10,000 SQ. FT

PROPERTY OWNER: HELEN E. COOK REVOCABLE TRUST 6715 DANVILLE HIGHWAY LEBANON, KY 40033

TOWER TYPE:

SELF-SUPPORT

TOWER HEIGHT.

300' CHKD BY: DWG BY:

> 11.29.07 F52

DATE:

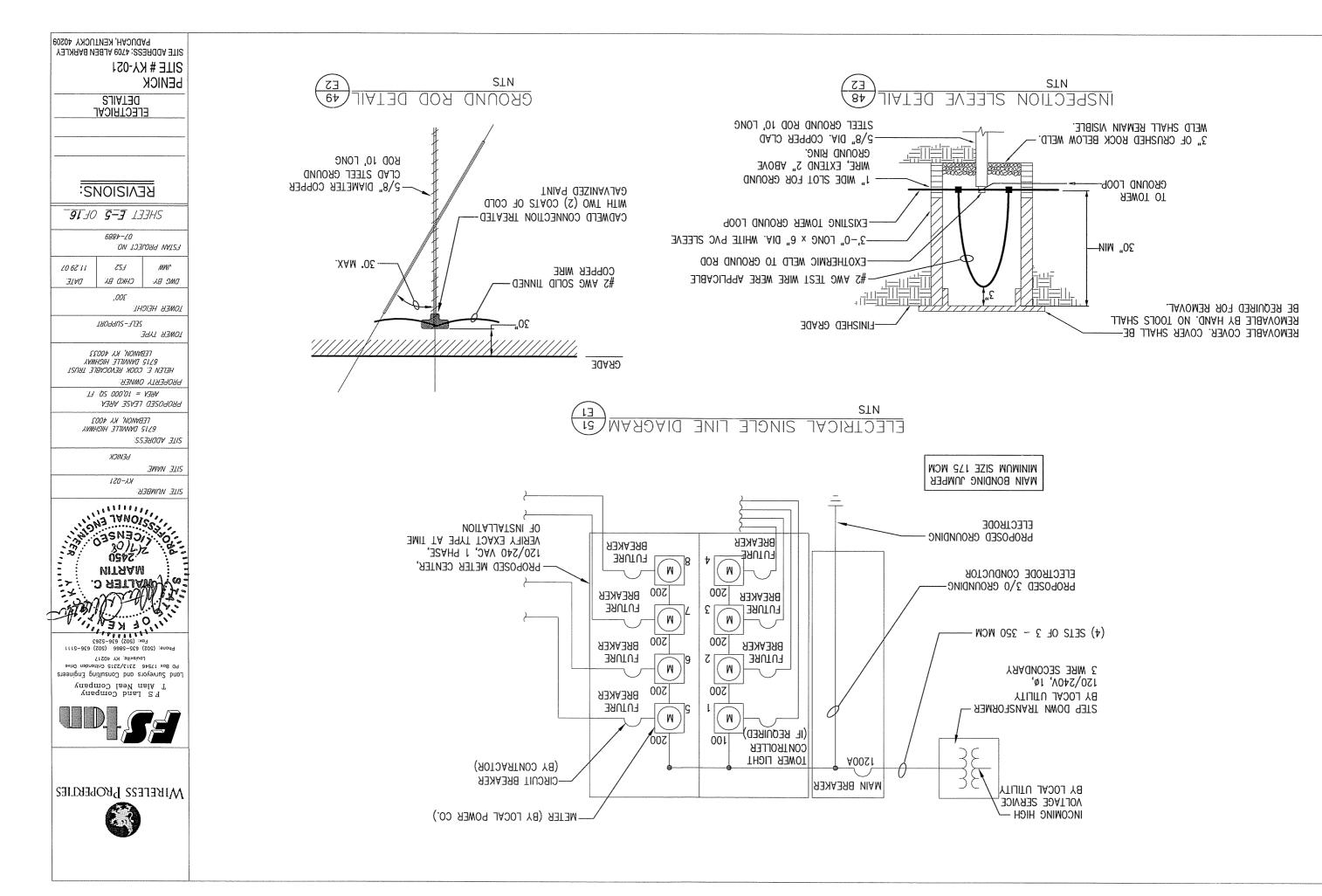
FSTAN PROJECT NO. 07-4889

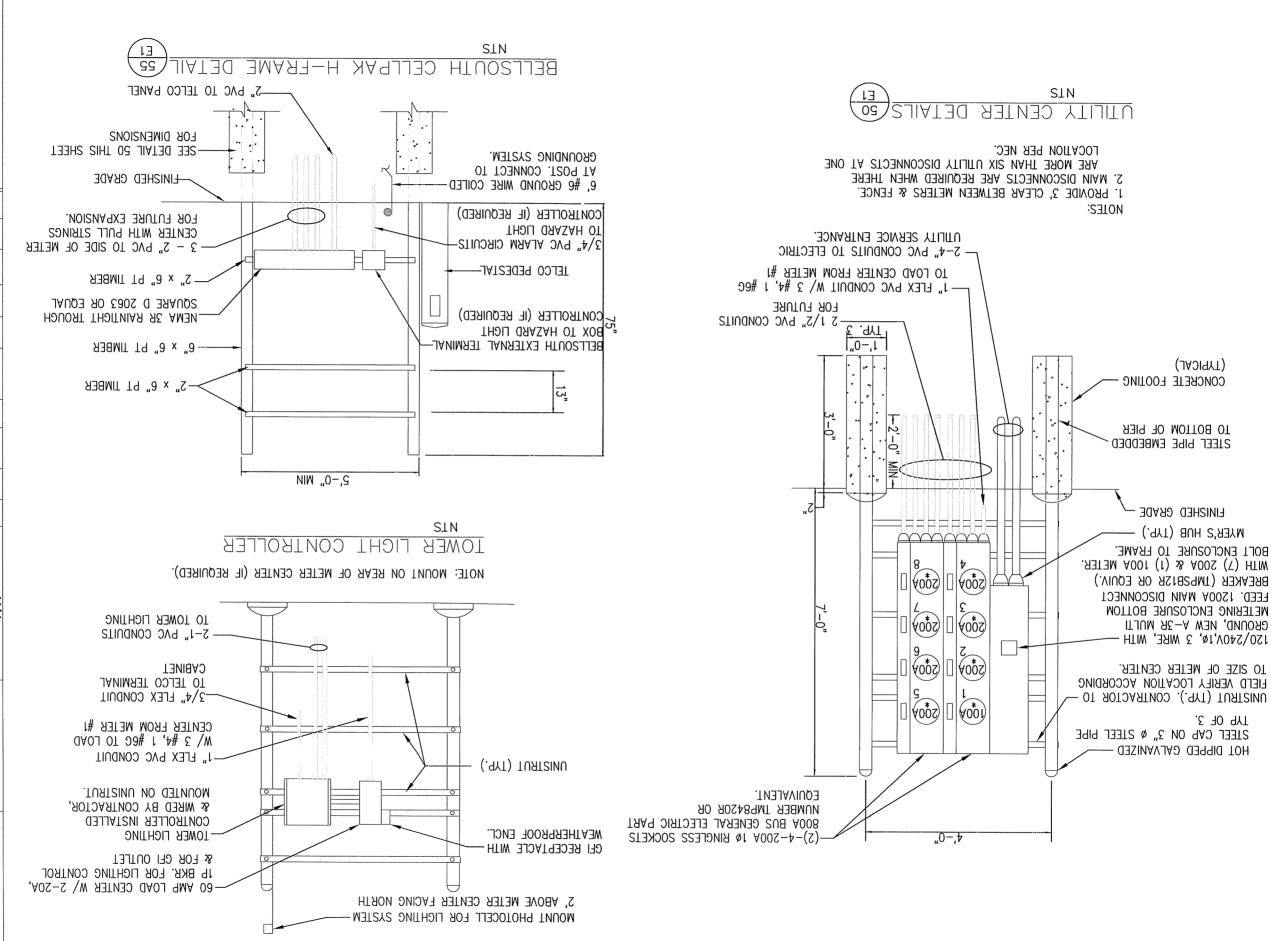
SHEET <u>E-4</u> OF <u>16</u>

REVISIONS:

ELECTRICAL **DETAILS**

PENICK SITE # KY-021





PADUCAH, KENTUCKY 40209 SITE ADDRESS: 4709 ALBEN BARKLEY SILE # KX-051 **bENICK** DETAILS UTILITY CENTER

KFAIZIONZ:

6884-20 FSTAN PROJECT NO. 754 MWC 11.29.07 31V0 CHKD BL: LA OMO

> ,005 TOWER HEIGHT

1XOddNS-373S JOMER TYPE

CCUUP XX NUNRAZZ 2119 DANVILLE HIGHWAY HELEN E. COOK REVOCABLE TRUST

PROPERTY OWNER:

TH OS 000'01 = NARA ENSOPOSED LEASE AREA:

TEBYNON' KL 4003 **9212 DYNNITE HICHMYX** SS3YOOA 311S

PENICK

JWWN JIIS

KX-051

SITE NUMBER:



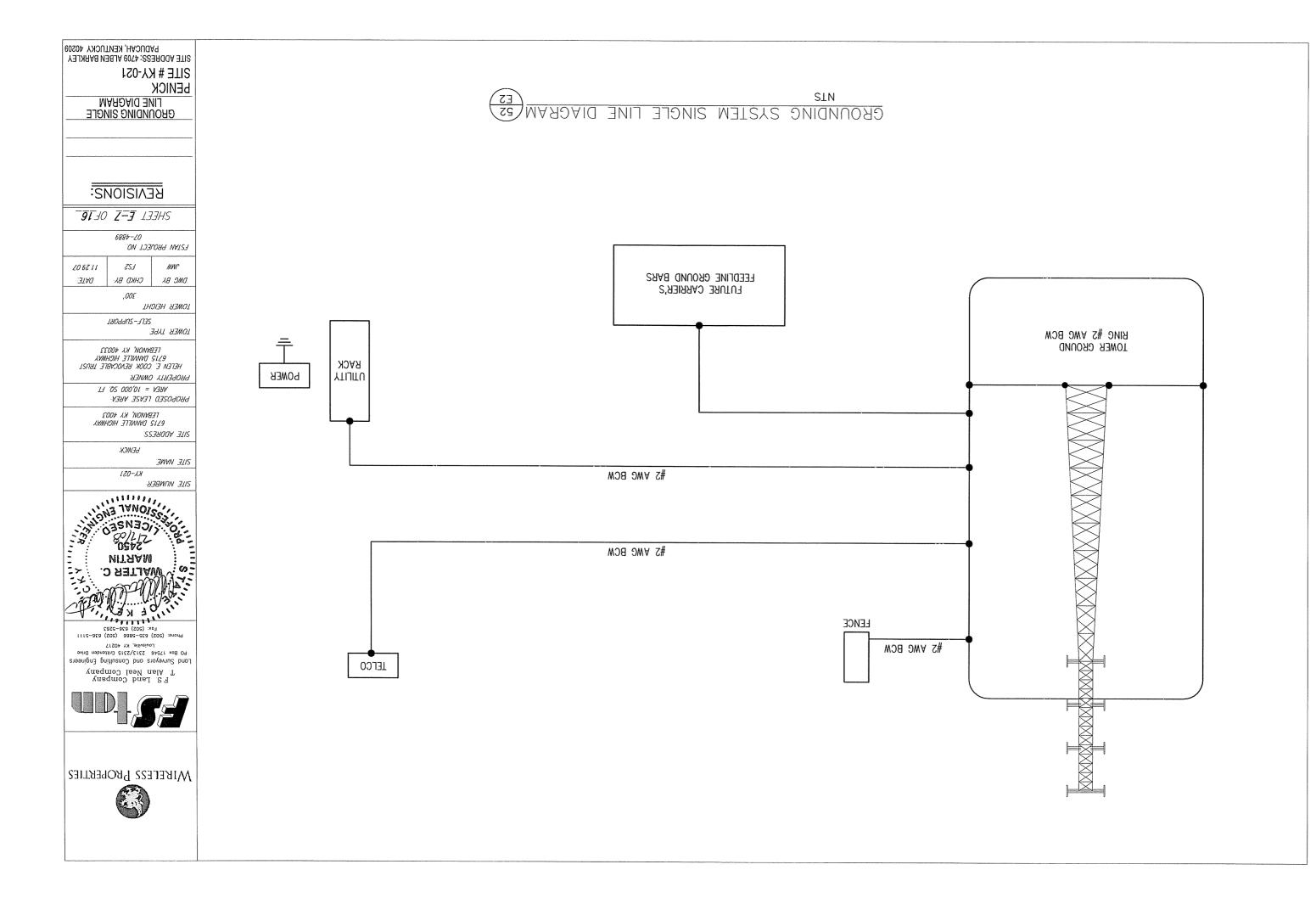
110111111 Phone: (502) 635-5866 (502) 636-5111 Fax: (502) 636-5263

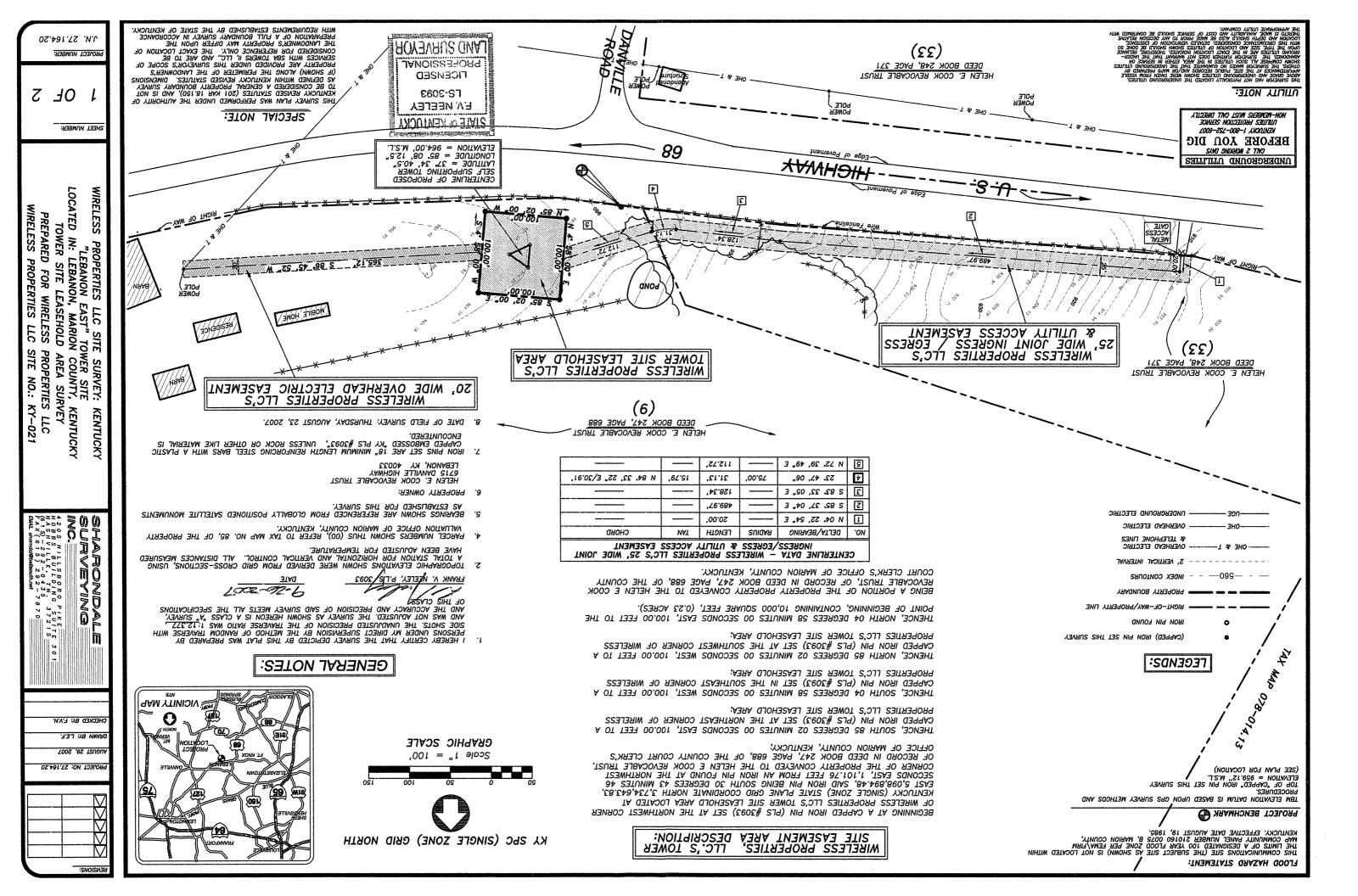
Louisville, KY 40217 Land Surveyors and Consulting Engineers PO Box 17546 2313/2315 Crittenden Drive FS Land Company T Alan Meal Company



WIRELESS PROPERTIES







HECKED BY: F.V.W. N BK: TEE 7002 '8Z 15090 ROJECT NO: 27.164.20

SHARONDAL SURVEYING

WIRELESS PROPERTIES LLC SITE SURVEY: KENTUCKY
"LEBANON EAST" TOWER SITE
LOCATED IN: LEBANON, MARION COUNTY, KENTUCKY
TOWER SITE LEASEHOLD AREA SURVEY
PREPARED FOR WIRELESS PROPERTIES LLC
WIRELESS PROPERTIES LLC SITE NO.: KY-021

J.N. 27.164.20 NECT NUMBER:

HEET NUMBER:

0F 2

NIIFILL VCCESS EVSEWENT DESCRIBLION TOINT INGRESS / EGRESS AND BUBLIC MIRELESS PROPERTIES LLC'S 25' WIDE

ALSO, BEING A PORTION OF THE PROPERTY PROPERTY CONVEYED TO THE HELEN E COOK ARE TRUST, OF THE HELEN E COOK

#3093) IKON bin zel in the west wargin of wireless properties LLC's tower site THENCE, NORTH 72 DEGREES 39 MINUTES 49 SECONDS EAST, 112.72 FEET TO A CAPPED (PLS

25 SECONDS, HAVING A RADIUS OF 75.00 FEET, A DISTANCE OF 31.13 FEET TO A CAPPED THENCE, ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 23 DEGREES 26 MINUTES

THENCE, SOUTH 83 DEGREES 33 MINUTES OS SECONDS EAST, 128.34 FEET TO A CAPPED (PLS

THENCE, SOUTH 85 DEGREES 37 MINUTES OF SECONDS EAST, 489.97 FEET TO A CAPPED (PLS

THENCE, LEAVING THE NORTH MARGIN OF U. S. HIGHWAY 68, NORTH 04 DEGREES 22 MINUTES

CONVEYED TO THE HELEN E COOK REVOCABLE TRUST, OF RECORD IN DEED BOOK 247, PAGE 1,020.73 FEET FROM AN IRON PIN FOUND AT THE NORTHWEST CORNER OF THE PROPERTY

EAST 5,098,134,18, SAID IRON PIN BEING SOUTH 11 DECREES 08 MINUTES 44 SECONDS WEST, 68 LOCATED AT KENTUCKY (SINGLE ZONE) STATE PLANE GRID COORDINATE NORTH 3,734,589,41,

BEGINNING AT A CAPPED IRON PIN (PLS #3093) SET IN THE NORTH MARGIN OF U. S. HIGHWAY

TRUST, OF RECORD IN DEED BOOK 247, PAGE 688, OF THE COUNTY COURT CLERK'S OFFICE

BEING A PORTION OF THE PROPERTY PROPERTY CONVEYED TO THE HELEN E COOK REVOCABLE

CLERK'S OFFICE OF MARION COUNTY, KENTUCKY.

LEASEHOLD AREA, CONTAINING 19,554 SQUARE FEET, (0.119 ACRES).

24 SECONDS EAST, 20.00 FEET TO A CAPPED (PLS #3093) IRON PIN SET;

688, OF THE COUNTY COURT CLERK'S OFFICE OF MARION COUNTY, KENTUCKY;

OF MARION COUNTY, KENTUCKY,

(PLS #3093) IRON PIN SET;

#2093) IKON bIN 2EL:

#3093) IRON PIN SET;

OVERHEAD ELECTRIC EASEMENT MIKELESS PROPERTIES LLC'S 20' WIDE

REVOCABLE TRUST, OF RECORD IN DEED BOOK 247, PAGE 688, OF THE COUNTY COURT

LHENCE' SONIH 80 DECKEES 42 WINNIES 25 SECONDS MESI' 302'15 LEEL 10 ♥ POINT

HEIGN CONINC AT AN EXISTING POWER POLE LOCATED AT KENTUCKY (SINGLE ZONE) STATE BEGINNING AT AN EXISTING POWER POLE LOCATED AT WEIGHT STATE AND PARTH AS TOURING BEING SOUTH 46 DEGREES 04 MINUTES 52 SECONDS EAST, 1,419.94 FEET FROM AN BEING SOUTH 46 DEGREES 04 MINUTES 52 SECONDS EAST, 1,419.94 FEET FROM AN BEING COORDINATE NORTH STATE POOPER POLE BEGINNING AT AN EXISTING POWER POLE LOCATED TO THE PROPERTY (SINGLE ZONE) STATE POLE POLICE AND EXISTING POWER POLE LOCATED TO THE PROPERTY CONTRACTOR OF THE PROPERTY SINGLE SONE) STATE POLICE AND EXISTING POWER POLE LOCATED TO THE PROPERTY SINGLE SONE.

EXISTING POWER POLE TO THE EAST MARGIN OF WIRELESS PROPERTIES OF AND SITE LEASEHOLD AREA, AT ALL TIMES BEING TEN FEET WIDE EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE:

BEING A TWENTY FOOT WIDE OVERHEAD ELECTRIC EASEMENT EXTENDING FROM AN

BEING A PORTION OF THE PROPERTY PROPERTY CONVEYED TO THE HELEN E COOK

IN THE EAST MARGIN OF WIRELESS PROPERTIES LLC'S TOWER SITE LEASEHOLD AREA,

CLERK'S OFFICE OF MARION COUNTY, KENTUCKY.

CONTAINING 7,302 SQUARE FEET, (0.168 ACRES).

COUNTY COURT CLERK'S OFFICE OF MARION COUNTY, KENTUCKY;

WIDE EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE:

EXTENDING FROM THE NORTH MARGIN OF U. S. HICHWAY 68 TO THE WEST MARGIN OF BEING A TWENTY-FIVE FOOT WIDE JOINT INGRESS/EGRESS AND PUBLIC UTILITY EASEMENT

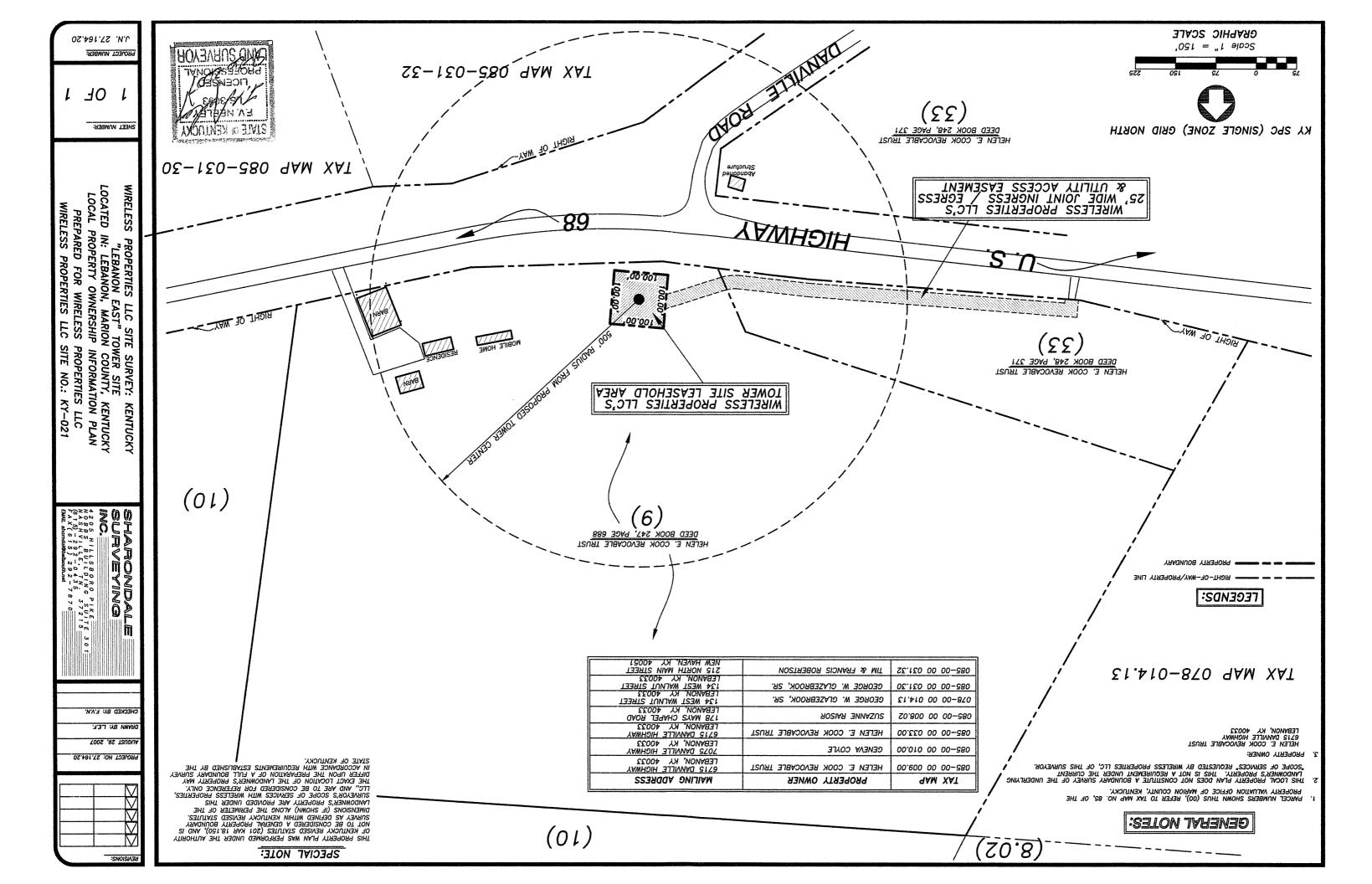


EXHIBIT C
TOWER AND FOUNDATION DESIGN



Structural Design Report

300' S3TL Series HD Self-Supporting Tower located at: Penick, KY
Site Number: KY-021

prepared for: WIRELESS PROPERTIES LLC by: Sabre Towers & Poles TM

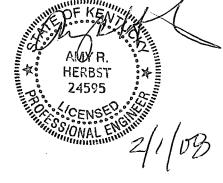
Job Number: 08-1834-CJP

February 1, 2008

Tower Profile	1
Foundation Design Summary	2
Maximum Leg Loads	3
Maximum Diagonal Loads	4
Maximum Foundation Loads	5
Calculations	A1-A9
	OF KEN AND AND AND AND AND AND AND AND AND AN

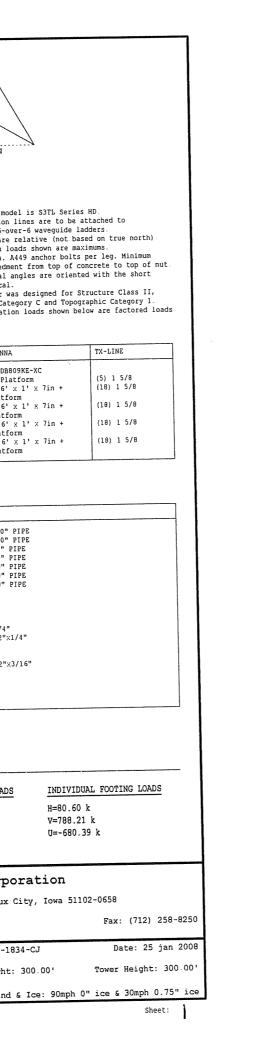
Foundation by FB

Approved by



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+		S						5.0	5,01	280 275		* ()	MMYR IERBST		,			
[se	2"x2"x3/16"								12 @	260	.01	P /	24595			PLAN		
pu)	L 2"x2"						(1) 5/8"					THINKS !	VAL ENC	Militin				
-								-		240	.0'	7		3	2. Trans	tower model is S smission lines a dard 6-over-6 wa	re to be at	tached to
Ω	C+									220		7	11/00		3. Azim	uths are relativ dation loads sho	re (not base own are maxi shor bolts n	d on true north) mums. per leg. Minimum
	0								@ 6.7°	220					76.5 6. All	<pre>" embedment from unequal angles a vertical</pre>	n top of con are oriented	with the short
٥		-				-	_		6	200).0'				P	aura Catagory C	and Topogra	cucture Class II, aphic Category 1. ow are factored loads
	×	:												TENNA LIS		Lumpin		TX-LINE
										180	0,0'		N 1 2		306' 300'	ANTENNA (5) DB809KE-XC (1) Platform		(5) 1 5/8
	×	-								16	0.0'	\ \	3	3	296'	(9) 6' x 1' x Platform (9) 6' x 1' x		(18) 1 5/8 (18) 1 5/8
" PIPE	- -	a					(1) 3/4"					*		5	276'	Platform (9) 6' x 1' x Platform (9) 6' x 1' x		(18) 1 5/8 (18) 1 5/8
6250"x0.5000"		\dashv								14	0.0'			6	264'	Platform		(15) 1575
8.6250	<u> </u>	4							10.01	12	20.0'	$\frac{1}{2}$	м	ATERIAL L	ST			
									12 @			\Rightarrow	 -	NO	TYPE	0.3750" PIPE		
_	,	4"x4"x3/8"								10	00.0'			A B C D	10.7500"2 5.5625"x0	0.5000" PIPE 0.5000" PIPE 0.3750" PIPE		
м	-	- 1					18/5			8	0.0'			E F G	2.8750"x	0.3180" PIPE 0.3750" PIPE 0.2180" PIPE		
Æ							(2)						1	H I J K	L 5"x5"x L 5"x5"x L 4"x4"x	3/8" 5/16" 1/4"		
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IPE		æ	æ	z	z	×				-	10.01	\forall		O P Q R	L 3"x3"x L 2-1/2" L 2"x2"x L 4"x4"x	x2-1/2"x3/16" :1/8"		
.5000"	F	2					3/4"		-	- :	33.3'			S T	L 2"x2"x L 3"x3"x	3/16"		
.7500"x0.5000" PIPE		H	p4	z	M	×	(2)		_		20.0'							
12		æ	כי	æ	E	E4		33 01	;	-		\forall						
		-	i,	11	11	11	×				0.01	79		TOTAL H=134	FOUNDATIO	ON LOADS	H=80.60 k	AL FOOTING LOADS
50 kg		36 ksi	36 ksi	36 ksi	36 ks1	36 ks1	A325X							V=413 M=212	.98 k 35.21 k-f		V=788.21 U=-680.39	k
				lai)			(Main)								9.02 k-ft			
				(Internal)						Panels	8-1-					Corporat		2-0658
					1,	ntal		,		***	@abre Gommunications Corporation		(712) 258-6		-U UJO),	J2002 010[/		Fax: (712) 258-8
		Diagonal	Horizontal	ice	Sub Diagonal	h Horizontal	Po Rolta		ce Width	Panel Height	Client: WIRELESS PROPER	TIES LLC				o: 08-1834-CJ		Date: 25 jan :
	je Pi	Dia	Hor	Brace	gng	Sab dis		ă	Face	Paı	Location: Penick, KY					Height: 300.0		Tower Height: 300
											Standard: TIA 222-G-20	5			Desi	gn Wind & Ice:	: 90mph 0"	'ice & 30mph 0.75" Sheet:

Project: C:\Output\S3TL-HD\\-08-1834-CJP.LOD



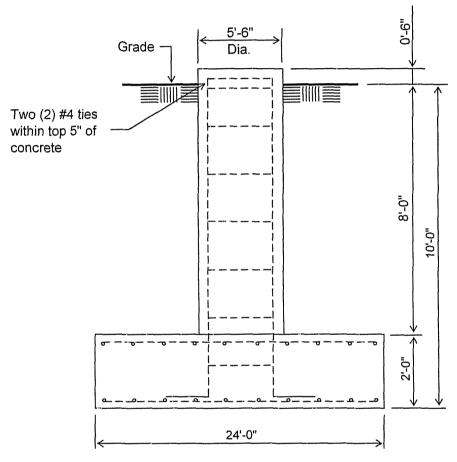


No.: 08-1834-CJP

Page: 2 Date: 2/1/08 By: REB

Customer: WIRELESS PROPERTIES LLC Site: Penick, KY KY-021

300 ft. Model S3TL Series HD Self Supporting Tower At
90 mph Wind with no ice and 30 mph Wind with 0.75 in. Ice per ANSI/TIA-222-G-2005.
Antenna Loading per Page 1



Notes:

- 1). Concrete shall have a minimum 28-day compressive strength of 3000 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 GEOServices, LLC project no. 31-081004, dated: 1/30/08
- 6). See the geotechnical report for compaction requirements, if specified.
- 7). The foundation is based on the following factored loads:
 Factored uplift (kips) = 680.39
 Factored download (kips) = 788.21
 Factored shear (kips) = 80.6

ELEVATION VIEW

(50.15 Cu. Yds. each) (3 REQUIRED)



	Rebar Schedule per Pad and Pier
Pier	(30) #7 vertical rebar w/hooks at bottom w/#4 ties, two (2) within top 5" of pier then 12" C/C
Pad	(39) #7 horizontal rebar evenly spaced each way top and bottom (156 Total)

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2101 Murray St - P.O. Box 658 - Sioux City, IA 51102-0658 - Phone 712.258.6690 - Fax 712.258.8250

DRAWFORCE Ver 2.0 (c) Guymast Inc. 2006 Phone: (416) 736-7453

25 jan 2008 Licensed to: Sabre Communications Corporation 9:41:05

Maximum

Compression in Legs (kip) Tension in Legs (kip) 600 200 250 400 500 750 Elev(ft) 300.0 300.0 42.5 66.6 132.3 270 270 - 95.2 142.1 165.6 240 -240 239.5 275.0 210 -327.1 210 309.6 357.8 180 180 457.9 150 150 -507.3 120 -120 576.0 724.5- 90 90 -668.9 621.1 656.1 60 -60 865.8 30 30 -844.5 750 800 600 400 200 250 500

Project: C:\Output\S3TL-HD\\08-1834-CJP.MST

Page 3

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25 jan 2008 9:41:05

Maximum

Tension in Diagonals (kip) Compression in Diagonals (kip) 20 10 10 20 30 Elev(ft) 300.0-300.0 6.4 270 - 9.6 9.6 270 8.2 8.2 240 240 9.8 9.8 210 -11.7 11.7- 210 13.6 13.6 180 -180 15.0 15.0 150 -14.8 14.8- 150 15.8 15.8 120 120 19.7 19.7 21.0- 90 90 -21.0 29.8 29.8 60 - 35.6 60 35.6 43.7 43.7 32.7 32.7 30 43.7 36.1 36.1 43.7 43.7 30 20 10 10 20 30

Project: C:\Output\S3TL-HD\\08-1834-CJP.MST

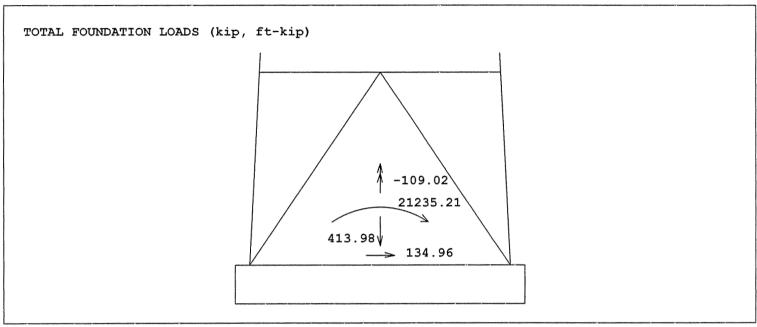
Page 4

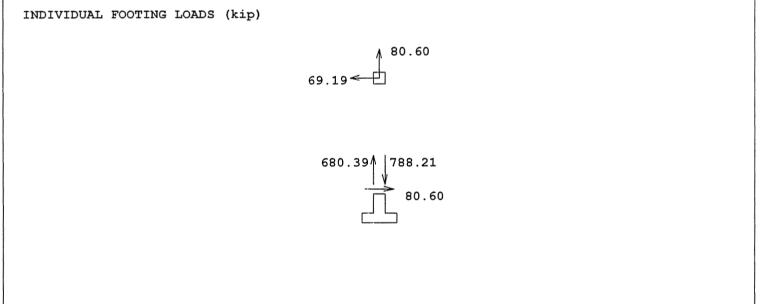
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25 jan 2008

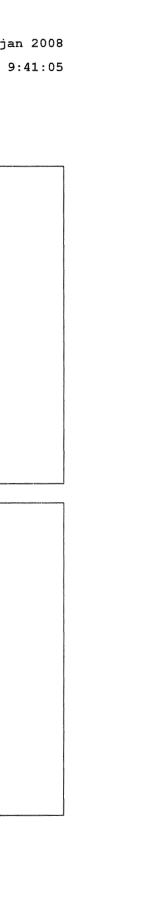
Licensed to: Sabre Communications Corporation

Maximum





Page 5 Project: C:\Output\S3TL-HD\\08-1834-CJP.MST



08-1834-CJP.txt

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

Sabre Communications Corporation

on: 25 jan 2008 at: 9:40:16

MAST GEOMETRY (ft)

======	======						
PANEL TYPE	NO.OF LEGS	ELEV.AT BOTTOM	Ε	LEV.AT TOP	F.WAT BOTTOM	F.WAT TOP	TYPICAL PANEL HEIGHT
X X X X X X X X X X X X X X X X X X X	333333333333333333333333333333333333333	295.00 280.00 275.00 260.00 240.00 220.00 180.00 160.00 140.00 100.00 80.00 60.00 53.33 40.00 33.33 20.00		300.00 295.00 280.00 275.00 260.00 240.00 220.00 180.00 160.00 140.00 120.00 100.00 80.00 60.00 53.33 40.00 33.33 20.00 13.33	5.00 5.00 5.50 7.00 9.00 11.00 13.00 15.00 17.00 21.00 23.00 27.67 29.00 27.67 29.00 29.67 31.00 31.67 33.00	5.00 5.00 5.00 5.50 7.00 9.00 11.00 13.00 17.00 19.00 21.00 23.00 27.00 27.67 29.67 31.00 31.67	5.00 5.00 5.00 5.00 6.67 6.67 10.00 10.00 10.00 10.00 10.00 10.33 6.67 13.33 6.67
MEMBER =====	PROPER	TIES ====					
	MBER TYPE	BOTTOM ELEV ft	TOP ELEV ft	X-SECTN AREA in.sq	RADIUS OF GYRAT in	ELASTIC MODULUS ksi	THERMAL EXPANSN /deg

in.sq 280.00 300.00 1.477 0.766 29000. 0.0000116 LE 29000. 0.0000116 29000. 0.0000116 29000. 0.0000116 29000. 0.0000116 29000. 0.0000116 29000. 0.0000116 260.00 280.00 2.945 0.766 LE 3.678 6.111 LE 240.00 260.00 0.766 240.00 220.00 LE 0.766 180.00 LE 220.00 7.952 0.766 12.763 16.101 0.766 0.766 LE 100.00 180.00 80.00 100.00 LE 80.00 14.579 0.766 29000. 0.0000116 60.00 LE 29000. 0.0000116 29000. 0.0000116 LE 0.00 60.00 19.242 0.766 0.484 0.715 280.00 300.00 DI 0.626 29000. 0.0000116 240.00 280.00 0.626 DI 220.00 240.00 0.902 0.626 29000. 0.0000116 DI 29000. 0.0000116 29000. 0.0000116 29000. 0.0000116 200.00 220.00 1.090 0.626 DI DI 180.00 200.00 1.438 0.626 180.00 1.688 0.626 DI 160.00 160.00 1.812 0.626 29000. 0.0000116 DI 140.00 140.00 0.626 29000. 0.0000116 120.00 1.938 DI.

			08-1834-C	JP.txt		
DI	80.00	120.00	2.859	0.626	29000.	0.0000116
DI	53.33	80.00	3.027	0.626	29000.	0.0000116
DI	40.00	53.33	3.609	0.626	29000.	0.0000116
DI	33.33	40.00	3.027	0.626	29000.	0.0000116
DI	20.00	33.33	3.609	0.626	29000.	0.0000116
DI	13.33	20.00	3.609	0.626	29000.	0.0000116
DI	0.00	13.33	3.609	0.626	29000.	0.0000116
НО	295.00	300.00	0.484	0.626	29000.	0.0000116
НО	275.00	280.00	0.715	0.626	29000.	0.0000116
НО	40.00	53.33	2.402	0.626	29000.	0.0000116
HO	20.00	33.33	2.402	0.626	29000.	0.0000116
HO	0.00	13.33	3.027	0.626	29000.	0.0000116
BR	40.00	53.33	1.438	0.000	29000.	0.0000116
BR	20.00	33.33	1.438	0.000	29000.	0.0000116
BR	0.00	13.33	1.688	0.000	29000.	0.0000116

FACTORED MEMBER RESISTANCES

BOTTOM	TOP	L	EGS	DIAC	GONALS	HORIZ	ZONTALS	INT	BRACING
ELEV	ELEV	COMP	TENS	COMP	TENS	COMP	TENS	COMP	TENS
ft	ft	kip	kip	kip	kip	kip	kip	kip	kip
295.0	300.0	42.53	66.60	6.39	6.39	5.82	5.82	0.00	0.00
280.0	295.0	42.53	66.60	6.39	6.39	0.00	0.00	0.00	0.00
275.0 260.0	280.0 275.0	95.18 95.18	132.30 132.30	9.58 9.58	9.58 9.58	8.46 0.00	8.46 0.00	0.00	0.00
240.0	260.0	142.05	165.60	8.19	8.19	0.00	0.00	0.00	0.00
220.0	240.0	239.46	274.95	9.84	9.84	0.00	0.00	0.00	0.00
200.0	220.0	309.64	327.10	11.69	11.69	0.00	0.00	0.00	0.00
180.0	200.0	309.64	357.75	13.61	13.61	0.00	0.00	0.00	0.00
160.0	180.0	507.33	457.90	15.01	15.01	0.00	0.00	0.00	0.00
140.0	160.0	507.33	457.90	14.82	14.82	0.00	0.00	0.00	0.00
120.0	140.0	507.33	457.90	15.77	15.77	0.00	0.00	0.00	0.00
100.0	120.0	507.33	576.00	19.70	19.70	0.00	0.00	0.00	0.00
80.0	100.0	668.86	724.50	21.03	21.03	0.00	0.00	0.00	0.00
60.0	80.0	621.06	656.10	29.77 35.60	29.77 35.60	$0.00 \\ 0.00$	$0.00 \\ 0.00$	0.00	$0.00 \\ 0.00$
53.3 40.0	60.0 53.3	844.46 844.46	865.80 865.80	43.74	43.74	19.36	19.36	7.52	7.52
33.3	40.0	844.46	865.80	32.65	32.65	0.00	0.00	0.00	0.00
20.0	33.3	844.46	865.80	43.74	43.74	17.34	17.34	6.69	6.69
13.3	20.0	844.46	865.80	36.10	36.10	0.00	0.00	0.00	0.00
0.0	13.3	844.46	865.80	43.74	43.74	28.36	28.36	9.20	9.20

90 mph wind with no ice. Wind Azimuth: 00

MAST LOADING

ELEV APPLY..LOAD..AT LOADFORCES.....MOMENTS.....
RADIUS AZI AZI HORIZ DOWN VERTICAL TORSNAL LOAD RADIUS AZI AZI ft TYPE ft-kip kip ft-kip kip

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

D 300.0 0.00 0.0 0.0 0.11 0.06 0.03 D 295.0 0.00 0.0 0.0 0.11 0.06 0.03	0.00 0.00 0.00
D 295.0	0.06 0.07 0.07 0.06 0.05 0.05 0.07 0.11 0.03 -0.07 -0.07 -0.07 -0.06 -0.06 -0.06 -0.06 -0.06 -0.05 -0.05 -0.05 -0.05 -0.05 -0.05 -0.05 -0.05 -0.06 -0.06 -0.06 -0.06 -0.06 -0.05 -0.05 -0.05 -0.05 -0.05 -0.06 -0.06 -0.06 -0.06 -0.05 -0.05 -0.05 -0.05 -0.05 -0.06 -0.06 -0.06 -0.06 -0.06 -0.06 -0.06 -0.06 -0.05 -0.05 -0.05 -0.05 -0.05 -0.05 -0.05 -0.05 -0.05 -0.05 -0.05 -0.05 -0.05 -0.06 -0.06 -0.06 -0.06 -0.06 -0.06 -0.05 -0.

SUPPRESS PRINTING

LOADS INPUT		THIS LO MEMBER FORCES		ALL		IMUMS MEMBER FORCES	
no	yes	yes	yes	no	no	no	no

08-1834-CJP.txt

90 mph wind with no ice. Wind Azimuth: 00

MAST LOADING

LOAD TYPE	ELEV ft	APPLYLOAD RADIUS ft	AZI	LOAD AZI	FORCES. HORIZ kip	DOWN kip	MOMEN VERTICAL ft-kip	NTS TORSNAL ft-kip
C C C C C	306.0 300.0 296.0 288.0 276.0 264.0	0.00 0.00 0.00 0.00 0.00 0.00	0.0 0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0 0.0	0.71 1.10 3.64 3.62 3.59 3.55	0.12 2.70 2.93 2.93 2.93 2.93	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00
	300.0 295.0 295.0 290.0 280.0 280.0 275.0 265.0 265.0 260.0 240.0 220.0 200.0 200.0 180.0 120.0 100.0 100.0 60.0 53.3 53.3 40.0 33.3 33.3 20.0 21.3	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.000.000000000000000000000000000000000		0.11 0.11 0.11 0.13 0.14 0.18 0.29 0.35 0.37 0.39 0.39 0.40 0.41 0.40 0.41 0.42 0.41 0.42 0.42 0.42 0.37 0.39 0.39 0.39	0.04 0.06 0.06 0.07 0.11 0.12 0.14 0.16 0.18 0.21 0.22 0.33 0.33 0.33 0.40 0.48 0.49 0.44 0.49 0.44 0.53	0.02 0.03 0.03 0.02 0.02 0.02 0.03 0.03	0.06 0.07 0.07 0.07 0.07 0.07 0.07 0.07
D	0.0	0.00	0.0	0.0	0.35	0.53	0.07	-0.04

SUPPRESS PRINTING

LOADS DISPL MEMBER FOUNDN INPUT FORCES LOADS

Page A4

...FOR THIS LOADING.
ALL DISPL MEMBER FOUNDN FORCES LOADS

08-1834-CJP.txt

no yes yes no no no no

30 mph wind with 0.75 ice. Wind Azimuth: 00

MAST LOADING

LOAD TYPE	ELEV ft	APPLYLOAI RADIUS ft	OAT AZI	LOAD AZI	FORCE HORIZ kip	S DOWN kip	MOME VERTICAL ft-kip	NTS TORSNAL ft-kip
C C C C C	306.0 300.0 296.0 288.0 276.0 264.0	0.00 0.00 0.00 0.00 0.00	0.0 0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0 0.0	0.11 0.20 0.36 0.35 0.35	0.41 5.84 6.64 6.63 6.62 6.61	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00
	300.0 295.0 295.0 290.0 285.0 285.0 285.0 275.0 275.0 270.0 265.0 260.0 240.0 240.0 233.3 226.7 220.0 213.3 213.3 206.7 200.0 186.7 180.0 170.0	0.00 0.00			0.02 0.02 0.02 0.03 0.03 0.03 0.03 0.03	0.28 0.40 0.40 0.52 0.60 0.71 0.83 0.83 0.83 1.00 1.06 1.11 1.12 1.13 1.17 1.18 1.19 1.22 1.23 1.26	0.15 0.29 0.29 0.17 0.17 0.12 0.14 0.28 0.26 0.26 0.10 0.19 0.19 0.21 0.21 0.21 0.22 0.22 0.22 0.22 0.22	0.01 0.01 0.01 0.01 0.01 0.01 0.01 0.01 0.01 0.02 0.02 0.02 0.02 0.02 0.02 0.02 0.00 -0.01

				08-1	.834-CJP.txt			
D	170.0	0.00	0.0	0.0	0.05	1.27	0.27	-0.01
D	160.0	0.00	0.0	0.0	0.05	1.27	0.27	-0.01
D	160.0	0.00	0.0	0.0	0.05	1.28	0.31	-0.01
D	150.0	0.00	0.0	0.0	0.05	1.28	0.31	-0.01
D	150.0	0.00	0.0	0.0	0.05	1.30	0.30	-0.01
D	140.0	0.00	0.0	0.0	0.05	1.30	0.30	-0.01
D	140.0	0.00	0.0	0.0	0.05	1.31 1.32	0.34	-0.01
D	120.0 120.0	$0.00 \\ 0.00$	$0.0 \\ 0.0$	$0.0 \\ 0.0$	0.05 0.05	1.32	0.32 0.36	-0.01 -0.01
D D	100.0	0.00	0.0	0.0	0.05	1.39	0.35	-0.01
D	100.0	0.00	0.0	0.0	0.05	1.43	0.39	-0.01
Ď	80.0	0.00	0.0	0.0	0.05	1.45	0.37	-0.01
D	80.0	0.00	0.0	0.0	0.05	1.48	0.41	0.00
D	60.0	0.00	0.0	0.0	0.05	1.50	0.40	-0.01
D	60.0	0.00	0.0	0.0	0.06	1.43	0.43	0.00
D	53.3	0.00	0.0	0.0	0.06	1.43	0.43	0.00
D	53.3	0.00	0.0	0.0	0.05	1.69	0.42	0.00
D	40.0	0.00	0.0	0.0	0.05	1.69	0.42	0.00
D	40.0	0.00	0.0	0.0	0.06	1.41	0.44	0.00
D	33.3	0.00	0.0	0.0	0.06	1.41	0.44	0.00
D	33.3	0.00	0.0	0.0	0.04 0.04	1.68 1.68	0.44 0.44	$0.00 \\ 0.00$
D	20.0 20.0	$0.00 \\ 0.00$	$0.0 \\ 0.0$	$0.0 \\ 0.0$	0.04	1.47	0.44	0.00
D D	13.3	0.00	0.0	0.0	0.06	1.47	0.50	0.00
D	13.3	0.00	0.0	0.0	0.04	1.97	0.64	0.00
D	0.0	0.00	0.0	0.0	0.04	1.97	0.64	0.00

SUPPRESS PRINTING

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

MAXIMUM MAST DISPLACEMENTS:

300.0 4.261 G 4.148 J 0.059 G 1.908 G 1.864 J 295.0 4.093 G 3.984 J 0.057 e 1.904 G 1.860 J 290.0 3.927 G 3.822 J 0.056 e 1.886 G 1.842 J 285.0 3.760 G 3.658 J 0.055 e 1.848 G 1.804 J	TWIST DEG
280.0	-0.137 N -0.138 N -0.141 N -0.143 N -0.144 N -0.146 N -0.146 N -0.145 N -0.140 N -0.131 N -0.131 N -0.125 B -0.113 B

		(08-1834-CJP	txt		
206.7	1.776 G	1.724 J	0.041 e	1.049 G	1.022 J	-0.107 B
200.0	1.653 G	1.604 J	0.040 e	0.999 G	0.972 J	-0.101 B
193.3 186.7	1.536 G 1.426 G	1.490 J 1.383 J	0.038 e 0.037 e	0.948 G 0.895 G	0.922 J 0.871 J	-0.096 в -0.091 в
180.0	1.321 G	1.281 J	0.037 e	0.842 G	0.819 J	-0.085 B
170.0	1.173 G	1.138 J	0.034 e	0.792 G	0.770 J	-0.079 B
160.0	1.034 G	1.003 J	0.033 e	0.741 G	0.720 J	-0.072 B
150.0	0.905 G	0.877 J	0.031 e 0.030 e	0.689 G 0.636 G	0.669 J 0.618 J	-0.066 В -0.060 В
140.0 130.0	0.783 G 0.671 G	0.759 J 0.650 J	0.030 e 0.028 e	0.583 G	0.566 J	-0.054 B
120.0	0.568 G	0.550 J	0.026 e	0.529 G	0.514 j	-0.047 B
110.0	0.476 G	0.461 J	0.024 e	0.474 G	0.460 J	-0.043 B
100.0	0.394 G	0.381 J	0.021 e	0.419 G	0.406 J	-0.038 B
90.0 80.0	0.320 G 0.253 G	0.309 J 0.245 J	0.020 e 0.018 e	0.375 G 0.330 G	0.363 J 0.320 J	-0.034 в -0.029 в
70.0	0.233 G 0.190 G	0.243 3	0.015 e	0.330 G	0.320 3	-0.025 B
60.0	0.134 G	0.129 j	0.013 e	0.229 G	0.222 J	-0.020 B
53.3	0.110 G	0.107 J	0.012 e	0.205 G	0.199 J	-0.018 в
40.0	0.064 G	0.061 J	0.009 j	0.154 G	0.149 J	-0.013 B
33.3 20.0	0.048 G 0.018 G	0.046 J 0.018 J	0.008 j 0.005 a	0.129 G 0.077 G	0.125 J 0.075 J	-0.011 В -0.006 В
13.3	0.018 G	0.018 J	0.003 c	0.052 G	0.050 J	-0.004 B
0.0	0.000 A					

MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
300.0			0.41 G	0.00 A
295.0	0.68 M		0.05 A	0.00 A
290.0	5.59 M	3.13 H	0.02 0	0.00 A
	13.77 M	4.34 T	0.06 A	0.00 A
285.0	25.05 M	5.45 H		
280.0	35.65 M	4.46 M	0.32 M	0.00 A
275.0	46 78 M	 5.66 н	0.07 A	0.00 A
270.0			0.04 I	0.00 A
265.0		5.46 T	0.05 A	0.00 A
260.0	70.00 M	6.77 H	0.05 E	0.00 A
	83.69 M	7.00 T	0.04 A	0.00 A
255.0	96.93 M	7.15 H		
250.0	110.19 M	7.22 X	0.05 A	0.00 A
245.0	122.87 M	7.49 L	0.04 A	0.00 A
240.0			0.05 A	0.00 A
233.3	137.59 M	8.33 X	0.04 A	0.00 A
226.7	153.94 M	8.65 L	0.05 A	0.00 A
	170.28 M	8.91 X	0.04 A	0.00 A
220.0	186.23 M	9.28 L		0.00 A
			Daga A7	

PIER AND PAD DESIGN BY SABRE TOWERS & POLES

Tower Description 300' S3TL Series HD

Customer WIRELESS PROPERTIES LLC

Project Number 08-1834-CJP Date 2/1/2008

Engineer REB

Factored Download (kips) Factored Shear (kips) Width of Tower (ft) Ultimate Bearing Pressure Bearing Design Strength (ksf) Angle of Internal Friction (deg.) Water Table Below Grade (ft) Width of Pad (ft) Thickness of Pad (ft) Boit Circle Diameter (in) Top of Concrete to Top of Bottom Threads (in) Diameter of Pier (ft) Ht. of Pier Below Ground (ft) Quantity of Bars in Pad Bar Diameter in Pad (in) Quantity of Bars in Pad (in) Area of Bars in Pier (in) Tie Bar Diameter in Pier (in) Spacing of Ties (in) Area of Bars in Pier (in) Area of Bars in Pier (in) Spacing of Bars in Pier (in) Cyckis) fo (ksi) fo (ksi) fo (ksi) Unit Wt. of Concrete (kcf) Uplift: Wc, Weight of Concrete (kips) Pur Design: Design Tensile Strength (kips) Pier Design: Design Tensile Strength (kips) Ay Ceb2(1+N _o /(500A _p)) F _c ^{1/2} b _w d (kips) #V-c-b2(1+N _o /(500A _p)) F _c ^{1/2} b _w d (kips) #V-c-b2(1+N _o /(500A _p)) F _c ^{1/2} b _w d (kips) #V-c-b2(1+N _o /(500A _p)) F _c ^{1/2} b _w d (kips) #V-c-b2(1+N _o /(500A _p)) F _c ^{1/2} b _w d (kips) #V-c-b2(1+N _o /(500A _p)) F _c ^{1/2} b _w d (kips) #V-c-b2(1+N _o /(500A _p)) F _c ^{1/2} b _w d (kips) #V-c-b2(1+N _o /(500A _p)) F _c ^{1/2} b _w d (kips) #V-c-b2(1+N _o /(500A _p)) F _c ^{1/2} b _w d (kips) #V-c-b2(1+N _o /(500A _p)) F _c ^{1/2} b _w d (kips) #V-c-b2(1+N _o /(500A _p)) F _c ^{1/2} b _w d (kips) #V-c-b2(1+N _o /(500A _p)) F _c ^{1/2} b _w d (kips) #V-c-b2(1+N _o /(500A _p)) F _c ^{1/2} b _w d (kips) #V-c-b2(1+N _o /(500A _p)) F _c ^{1/2} b _w d (kips) #V-c-b2(1+N _o /(500A _p)) F _c ^{1/2} b _w d (kips) #V-c-b2(1+N _o /(500A _p)) F _c ^{1/2} b _w d (kips) #V-c-b2(1+N _o /(500A _p)) F _c ^{1/2} b _w d (kips) #V-c-b2(1+N _o /(500A _p)) F _c ^{1/2} b _w				
Factored Shear (kips) Width of Tower (ft) Ultimate Bearing Pressure Bearing Design Strength (ksf) Angle of Internal Friction (deg.) Water Table Below Grade (ft) Width of Pad (ft) Thickness of Pad (ft) Depth to Bottom of Pad (ft) Bolt Circle Diameter (in) Top of Concrete to Top of Bottom Threads (in) Diameter of Pier (ft) Ht. of Pier Above Ground (ft) Ht. of Pier Below Ground (ft) Area of Bars in Pad (in) Quantity of Bars in Pad (in) Spacing of Bars in Pier (i	Factored Uplift (kips)	680.39	Anchor Bolt Count (per leg)	6
Width of Tower (ft) 37 Ultimate Bearing Pressure Bearing Design Strength (ksf) 15 Angle of Internal Friction (deg.) 0.75 Angle of Internal Friction (deg.) 30 Water Table Below Grade (ft) 999 Width of Pad (ft) 24 Depth to Bottom of Pad (ft) 10 Bolt Circle Diameter (in) 18 Top of Concrete to Top of Bottom Threads (in) 76.5 Diameter of Pier (ft) 5.5 Ht. of Pier Above Ground (ft) 8 Quantity of Bars in Pad (in) 0.875 Area of Bars in Pad (in) 7.40 Quantity of Bars Pier 30 Bar Diameter in Pier (in) 0.875 Tie Bar Diameter in Pier (in) 0.875 Tie Bar Diameter in Pier (in) 0.875 Area of Bars in Pier (in) 12 Area of Bars in Pier (in) 12 Area of Bars in Pier (in) 6.09 Fc (ksi) 60 fy (ksi) 50.15 Unit Wt. of Concrete (kf) 0.15 Volume of Concrete (kfp) 0.15 <t< td=""><td>· · · · · · · · · · · · · · · · · · ·</td><td></td><td></td><td></td></t<>	· · · · · · · · · · · · · · · · · · ·			
Ultimate Bearing Pressure Bearing Φs	` ' '			
Bearing Φs Uplift Φs D.75 Uplift Φs D.75 D.75 Uplift Φs D.75	• •			
Uplift Φs Dearing Design Strength (ksf) Angle of Internal Friction (deg.) Maximum Soil Bearing Pressure (ksf.) 1.85				
Bearing Design Strength (ksf) Angle of Internal Friction (deg.) Water Table Below Grade (ft) Yes Width of Pad (ft) 24 Thickness of Pad (ft) 24 Depth to Bottom of Pad (ft) 10 18 Top of Concrete to Top of Bottom Threads (in) Diameter of Pier (ft) 5.5 Minimum Pier Diameter (ft) 4.87 Ht. of Pier Above Ground (ft) 4.87 Ht. of Pier Above Ground (ft) 4.87 Ht. of Pier Below Ground (ft) 4.87 Area of Bars in Pad (in) 4.87 Area of Bars in Pad (in) 4.87 Area of Bars in Pad (in) 4.87 Area of Bars in Pier (in) 5.5 Area of Bars in Pier (in) 5.875 Area of Bars in Pier (in) 6.09 Area of Bars in P	•			
Angle of Internal Friction (deg.) 30 Water Table Below Grade (ft) 999 Width of Pad (ft) 24 Thickness of Pad (ft) 2 2 2 2 2 2 2 2 2	•			
Water Table Below Grade (ft) 999 Maximum Width of Pad (ft) 31.54 Thickness of Pad (ft) 24 1.54 Depth to Bottom of Pad (ft) 2 2 Depth to Bottom of Pad (ft) 10 10 Bott Circle Diameter (in) 18 76.5 Top of Concrete to Top of Bottom Threads (in) 76.5 Minimum Pier Diameter (ft) 3.00 But of Pier Above Ground (ft) 0.5 Equivalent Square b (ft) 4.87 Ht. of Pier Below Ground (ft) 8 Bur Diameter in Pad (in) 0.875 Equivalent Square b (ft) 4.87 Ht. of Pier Below Ground (ft) 8 8 Bur Diameter in Pad (in) 0.875 Recommended Square b (ft) 4.87 Ht. of Pier Below Ground (ft) 0.875 Recommended Spacing (in) 6 to 12 6 to 12 Spacing of Bars in Pad (in) 0.875 Recommended Spacing (in) 6 to 12 6 to 12 Area of Bars in Pier (in) 0.5 Spacing of Bars in Pier (in) 0.5 Minimum Pier Area of Steel (in²) 17.11 Spacing of Bars in Pier (in) 6.09 Minimum Pier Area of Steel (in²)			Maximum Soil Bearing Pressure (ks	f) 1.85
Width of Pad (ft) 24 Maximum Width of Pad (ft) Thickness of Pad (ft) 2 Depth to Bottom of Pad (ft) 10 Bolt Circle Diameter (in) 18 Top of Concrete to Top of Bottom Threads (in) 76.5 Diameter of Pier (ft) 5.5 Ht. of Pier Above Ground (ft) 0.5 Ht. of Pier Below Ground (ft) 8 Quantity of Bars in Pad 39 Bar Diameter in Pad (in) 0.875 Area of Bars in Pad (in) 0.875 Area of Bars in Pad (in) 0.875 Bar Diameter in Pier (in) 0.875 Tie Bar Diameter in Pier (in) 0.875 Tie Bar Diameter in Pier (in) 0.875 Tie Bar Diameter in Pier (in) 0.5 Spacing of Ties (in) 12 Area of Bars in Pier (in) 6.09 fc (ksi) 3 fy (ksi) 60 Unit Wt. of Soil (kcf) 0.11 Unit Wt. of Soil (kcf) 0.15 Volume of Concrete (krips) 50.15 WR, Soil Resistance (kips) 681.9				
Thickness of Pad (ft) Depth to Bottom of Pad (ft) Bolt Circle Diameter (in) Top of Concrete to Top of Bottom Threads (in) Diameter of Pier (ft) Ht. of Pier Above Ground (ft) Quantity of Bars in Pad Bar Diameter in Pad (in) Area of Bars in Pad (in) Quantity of Bars in Pad (in) Quantity of Bars in Pad (in) Area of Bars in Pad (in) Bar Diameter in Pier (in) Spacing of Ties (in) Area of Bars in Pier (in) Spacing of Ties (in) Area of Bars in Pier (in) Spacing of Bars in Pier (in) Area of Bars in Pier (in) Spacing of Bars in Pier (in) Sp	` ,			p
Depth to Bottom of Pad (ft) Bolt Circle Diameter (in) Top of Concrete to Top of Bottom Threads (in) Diameter of Pier (ft) Ht. of Pier Above Ground (ft) Ht. of Pier Below Ground (ft) Quantity of Bars in Pad Bar Diameter in Pad (in) Quantity of Bars Pier Bar Diameter in Pier (in) Tie Bar Diameter in Pier (in) Tie Bar Diameter in Pier (in) Spacing of Bars in Pier (in) Area of Bars in Pier (in) Tie Bar Diameter in Pier (in) Spacing of Bars in Pier (in) Area of Bars in Pier (in) Tie Bar Diameter in Pier (in) Spacing of Bars in Pier (in) Area of Bars in Pier (in) $fc (ksi)$ $fy (ksi)$ Unit Wt. of Soil (kcf) Unit Wt. of Soil (kcf) Unit Wt. of Concrete (kcf) Volume of Concrete (kgs) Volume of Concrete (kips) $Valume (kappa bar)$ $Valume (ka$	• •		Maximum Width of Pad (ft)	31.54
Bolt Circle Diameter (in) Top of Concrete to Top of Bottom Threads (in) Diameter of Pier (ft) 5.5 Ht. of Pier Above Ground (ft) 0.5 Equivalent Square b (ft) 4.87	, ,			
Top of Concrete to Top of Bottom Threads (in)				
of Bottom Threads (in) Diameter of Pier (ft) Ht. of Pier Above Ground (ft) Ht. of Pier Below Ground (ft) Quantity of Bars in Pad Bar Diameter in Pad (in) Area of Bars in Pad (in) Quantity of Bars Pier Quantity of Bars Pier Bar Diameter in Pier (in) Spacing of Ties (in) Area of Bars in Pier (in) Spacing of Ties (in) Area of Bars in Pier (in) Spacing of Bars in Pier (in) Given Bars in Pier (in) Spacing of Bars in Pier (in) Fic (ksi) fy (ksi) Unit Wt. of Soil (kcf) Unit Wt. of Concrete (kcf) Volume of Concrete (kcf) Volume of Concrete (kips) Uplift: Wc, Weight of Concrete (kips) Uplift: Wc, Weight of Concrete (kips) Per Design: Design Tensile Strength (kips) $Pier Design:$ Design Tensile Strength (kips) $\phi V_c = \phi 2(1+N_u/(500A_g))f_c^{1/2}b_w d$ (kips) 195.4 Minimum Pier Diameter (ft) Equivalent Square b (ft) 3.00 Equivalent Square b (ft) 4.87 Minimum Pier Diameter (ft) Equivalent Square b (ft) 4.87 Minimum Pier Diameter (ft) Equivalent Square b (ft) 4.87 Minimum Pier Diameter (ft) Equivalent Square b (ft) 4.87 Minimum Pier Diameter (ft) Equivalent Square b (ft) 4.87 Minimum Pier Diameter (ft) Equivalent Square b (ft) 4.87 Minimum Pier Diameter (ft) Equivalent Square b (ft) 4.87 Minimum Pier Diameter (ft) Equivalent Square b (ft) 4.87 Minimum Pier Diameter (ft) Equivalent Square b (ft) 4.87 Minimum Pier Diameter (ft) Equivalent Square b (ft) 4.87 Minimum Pier Diameter (ft) Equivalent Square b (ft) 4.87 Minimum Pier Diameter (ft) Equivalent Square b (ft) 4.87 Minimum Pier Diameter (ft) Equivalent Square b (ft) 4.87 Minimum Pier Area of Steel (in) 6 to 12 Minimum Pier Area of Steel (in) 6 to 12 Minimum Pier Area of Steel (in) 6 to 12 Minimum Pier Area of Steel (in) 6 to 12 Minimum Pier Area of Steel (in) 6 to 12 Minimum Pier Area of Steel (in) 6 to 12 Minimum Pier Area of Steel (in) 6 to 12 Minimum Pier Area of Steel (in) 6 to 12 Feature Square	, ,	18		
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4.00	•		449	
V_s (kips)	V _s (kips)	0.0	*** V_s max = 4 $f_c''^2b_wd$ (kips)	763.5

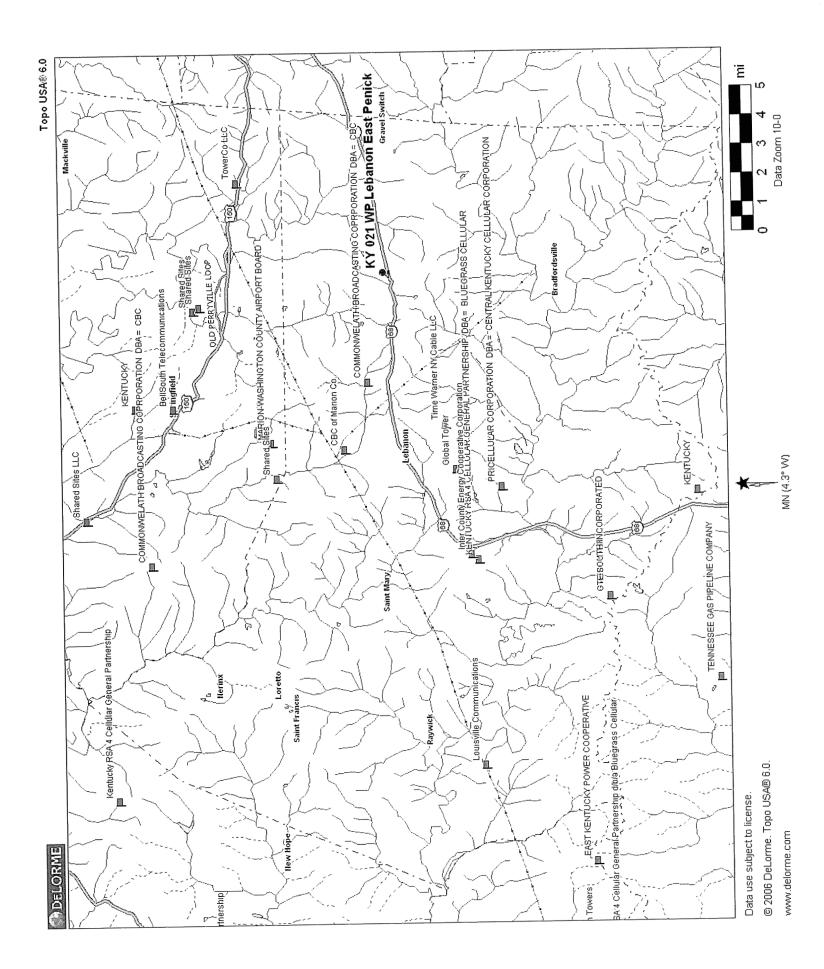


PIER AND PAD DESIGN BY SABRE TOWERS & POLES (CONTINUED)

*** Ref. ACI 11.5.5 & 11.5.6.3	
Anchor Bolt Pull-Out: $\phi P_c = \phi \lambda (2/3) f_c^{1/2} (2.8 A_{SLOPE} + 4 A_{FLAT})$ 420.8 $P_u \text{ (kips)}$ 68	0.4
Pier Rebar Development Length (in) 53.44 Required Length of Development (in) 33 Two-Way Shear Action:	3.47
q _{ult} (ksf) 1.80	
Average d (in)20.13	
	3.4
$\phi V_c = \phi(2 + 4/\beta_c) f_c^{1/2} b_o d$ 1521.1	
$\phi V_c = \phi(\alpha_s d/b_o + 2) f_c^{1/2} b_o d$ 1261.3	
$\phi V_c = \phi 4 f_c^{1/2} b_o d$ 1014.0	
Shear perimeter, b_o (in) 270.57	
β_c 1	
One-Way Shear:	
	0.4
Flexure:	
ϕM_n (ft-kips) 2022.7 M_u (ft-kips) 197	74.0
a (in) 1.92	
Steel Ratio 0.00405	
β_1 0.85	
Maximum Steel Ratio 0.0160	
Minimum Steel Ratio 0.0018	
Rebar Development in Pad (in) 111.75 Required Development in Pad (in) 46	5.71
Condition 1 is OK, 0 Fails	
Maximum Soil Bearing Pressure 1	
Maximum Width of Pad 1	
Uplift 1	
Pier Area of Steel 1	
Pier Shear 1	
Anchor Bolt Pull-Out 1	
Two-Way Shear Action 1	
One-way Shear 1 1 Flexure 1 1	
Steel Ratio 1	
Length of Development in Pad 1	
Interaction Diagram Visual Check 1	

P. A

EXHIBIT D
COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST
AND MAP OF LIKE FACILITIES IN VICINITY



Information on Constructed Towers Registered with the FCC in Marion County and 1/2 Mile Area Outside of the County Boundary

FCC Tower					
Reg. No.	Nearest City	State	North Lat.	West Lon.	Tower Owner
8	,				
1043055	Lebanon	KY	37-31-58	85-18-59	KENTUCKY RSA 4 CELLULAR GENERAL PARTNERSHIP DBA = BLUEGRASS CELLULAR
1044407	Lebanon	KY	37-32-54.2	85-13-51.9	Time Warner NY Cable LLC
1044801	Spurlington	KY	37-25-25	85-16-27	KENTUCKY, COMMONWEALTH OF DBA = KY EMERGENCY WARNING SYSTEM KEWS
1052450	Finley	KY	37-28-03	85-20-25	P & B TOWERS, LLC
1063302	Lebanon	KY	37-35-12	85-12-15	COMMONWELATH BROADCASTING COPRPORATION DBA = CBC
1203419	Lebanon	KY	37-32-36	85-15-34	Global Tower, LLC
1205220	Raywick	KY	37-31-51	85-26-45	Louisville Communications, LLC
1234007	Lebanon	KY	37-35-55	85-14-47	CBC of Marion Co.
1238634	Lebanon	KY	37-32-10	85-18-48	Inter County Energy Cooperative Corporation
1260096	Springfeild	KY	37-37-57.6	85-15-51.8	Shared Towers, LLC

January 15, 2008 Page 1 of 1 Prepared By: LNGS Engineering EXHIBIT E
COPY OF RADIO FREQUENCY DESIGN SEARCH AREA

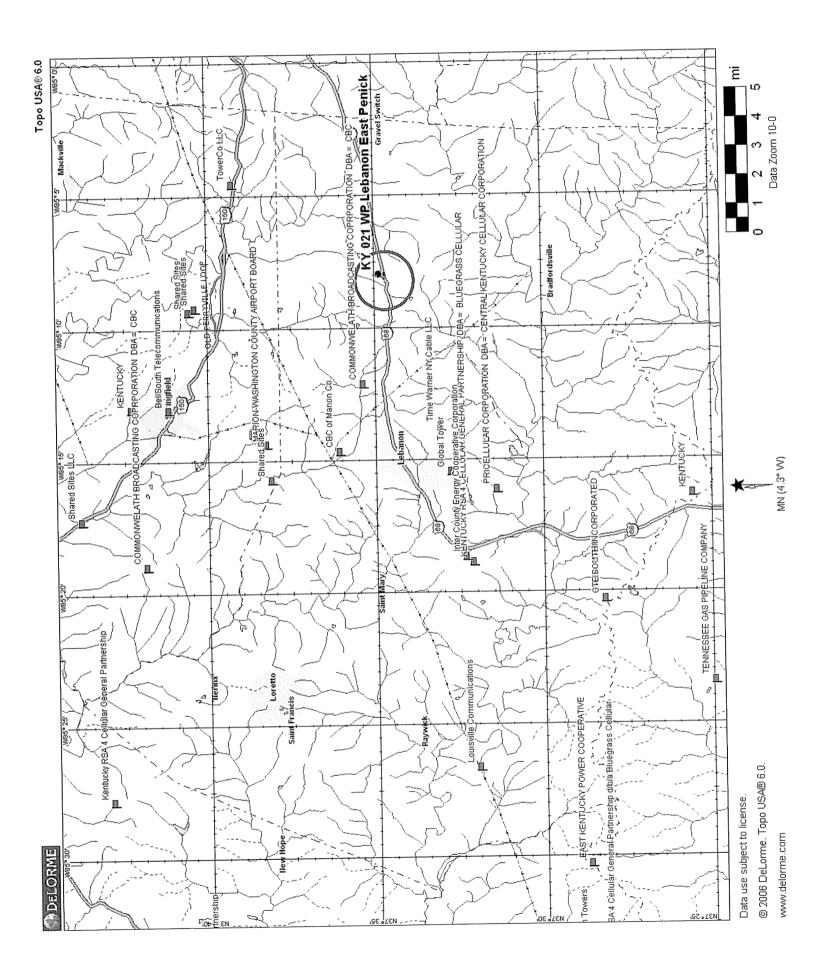


EXHIBIT F
FAA DETERMINATION OF NO HAZARD



Aeronautical Study No. 2007-ASO-4693-OE

Issued Date: 09/25/2007

Matt Bates Wireless Properties, LLC 707 Republic Centre 633 Chestnut Street Chattanooga, TN 37450

** 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 KY-021 Penick

Location: Lebanon, KY

Latitude: 37-34-40.50 N NAD 83

Longitude: 85-8-12.53 W

Heights: 320 feet above ground level (AGL)

1284 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 the enclosed 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 03/25/2009 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 POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (817) 838-1995. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2007-ASO-4693-OE.

Signature Control No: 534729-100645328 (DNE)

Alice Yett Technician

Attachment(s)
Frequency Data

7460-2 Attached

Page 2 of 3

Frequency Data for ASN 2007-ASO-4693-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W

EXHIBIT G
KENTUCKY AIRPORT ZONING COMMISSION
APPROVAL



Kentucky Airport Zoning Commission 90 Airport Road, Bldg 400 Frankfort, KY 40601

No.: AS-078-612-07-232

January 23, 2008

APPROVAL OF APPLICATION

APPLICANT: Wireless Properties, LLC 707 Republic Centre 633 Chestnut Street CHATTANOOGA, TN 37450

SUBJECT: AS-078-6I2-07-232

STRUCTURE: Antenna Tower LOCATION: Lebanon, KY

COORDINATES: 37-34-40.5 N / 85-08-12.53 W

HEIGHT:

320'AGL/1284'AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct 320'AGL/1284'AMSL Antenna Tower near Lebanon, KY 37-34-40.5 N / 85-08-12.53 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.

Dual obstruction lighting is required in accordance with 602 KAR 50:100.

John Houlihan, Administrator



TC 56-50E (Rev. 02/05)

Kentucky Transportation Cabinet, Kentucky Airport Zoning Commission, 200 Mero APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER INSTRUCTIONS INCLUDED	
1 APPLICANT Name, Address, Telephone, Fax, etc Wireless Properties, LLC 707 Republic Centre 633 Chestnut Street Chattanooga, TN 37450 2 Representative of Applicant Name, Address, Telephone, Fax David A. Pike Pike Legal Group, PLLC P.O. Box 369 Shepherdsville, KY 40165 502-955-4400 (telephone) and 502-543-4410 (fax) 3. Application for: New Construction Alteration Days 4. Duration: Permanent Temporary (Months Days) 5. Work Schedule: Start 2/18/2008 End 3/21/2008 6. Type: Antenna Tower Crane Building Power Line Landfill Water Tank Other 7. Marking/Painting and/or Lighting Preferred: Red Lights and Paint Dual - Red & Medium Intensity White White - Medium Intensity Dual - Red & High Intensity White White - High Intensity Other 8. FAA Aeronautical Study Number 2007-ASO-4693-OE 21. Description of Proposal: 300' self-support tower with 20' lightening arrestor	9 Latitude: 37 ° 34 ' 40 5 " 10 Longitude: 85 ° 8 ' 12 53 " 11 Datum: NAD83 NAD27 Other
22 Has a "NOTICE OF CONSTRUCTION OR ALTERATION" (FAA Form 7460-1) ☐ No ☑ Yes, When August 28, 2007	
CERTIFICATION: I hereby certify that all the above statements made by me are treating to comply with Kentucky Revised Statutes (KRS 183 050:Series) are liable for fines and/or imprisonment as set forth in KRS 183.990(3) in further penalties.	Date 1.83.990) and Kentucky Administrative Regulations (602 KAR
	nan, KAZC Administrator, KAZC



Tentucky Airport Zoning Commissior 90 Airport Road, Bldg 400 Frankfort, KY 40601

No.: AS-078-612-07-232

CONSTRUCTION/ALTERATION STATUS REPORT

January 23, 2008

AERONAUTICAL STUDY NUMBER: AS-078-612-07-232

Wireless Properties, LLC 707 Republic Centre 633 Chestnut Street CHATTANOOGA, TN 37450

This concerns the permit which was issued to you by the Kentucky Airport Zoning Commission on January 10, 2008. This permit is valid for a period of 18 Month(s) from its date of issuance. If construction is not completed within the said 18-Month period, this permit shall lapse and be void, and no work shall be performed without the issuance of a new permit. When appropriate, please indicate the status of the project in the place below and return this letter to John Houlihan, Administrator, Kentucky Airport Zoning Commission, 90 Airport Road, Bldg 400, Frankfort, KY 40601.

STRUCTURE: Antenna Tower LOCATION: Lebanon, KY COORDINATES: 37-34-40.5 N / 85-08-12.53 W HEIGHT: 320'AGL/1284'AMSL
CONSTRUCTION/ALTERATION STATUS 1. The project () is abandoned. () is not abandoned.
2. Construction status is as follows: Structure reached its greatest height of ft. AGL ft. AMSL on (date). Date construction was completed.
Type of obstruction marking/painting.
Type of obstruction lighting.
As built coordinates.
Miscellaneous Information:
DATE
SIGNATURE/TITLE

EXHIBIT H
GEOTECHNICAL REPORT

GEOTECHNICAL EXPLORATION PROPOSED SELF SUPPORT TOWER SITE NAME: LEBANON EAST SITE NUMBER: KY-021 LEBANON, KENTUCKY

Prepared For:

Wireless Properties, LLC 707 Republic Centre Chattanooga, Tennessee 37450

Prepared by:



GEOServices, LLC 500 Maryville Highway Building 1, Suite B Seymour, Tennessee 37865

January 30, 2008



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PURPOSE AND SCOPE	1
PROJECT DESCRIPTION	2
SITE LOCATION	. 2
EXPLORATION	2
SUBSURFACE CONDITIONS	. 3
GROUNDWATER INFORMATION	. 3
FOUNDATION PARAMETERS	4
CLOSURE	. 5

LIST OF FIGURES
FIGURE 1: BORING LOGS



January 30, 2008

Wireless Properties, LLC 707 Republic Centre Chattanooga, Tennessee 37450

Attention: Mr. Matt Bates

Re: Geotechnical Exploration

Proposed Self Support Tower Site Name: Lebanon East Site Number: KY-021

Lebanon, Kentucky

GEOServices Project No. 31-081004

Dear Mr. Bates:

GEOServices, LLC has completed the requested exploration and herewith submits the subsurface findings and recommendations.

PURPOSE AND SCOPE

The purpose of this report is to provide subsurface information so that Wireless Properties may perform the design of the foundation system. Our scope of services for this task included drilling one soil boring and preparing this report. This report briefly outlines the testing procedures, presents available project information, describes the site and subsurface conditions, and presents soil parameters pertaining to foundation design.

GEOServices, LLC 500 Maryville Highway Building 1, Suite B Seymour, Tennessee 37865 (865) 573-6130 (865) 573-6132 fax

PROJECT DESCRIPTION

The site number was provided by Tri-State Drilling on January 28, 2008 and GEOServices obtained the available site information from Wireless Properties personnel. The information available generally consisted of site location information and general tower information. GEOServices was not provided loading information for the proposed tower. GEOServices understands the self support tower planned to occupy this site is proposed 300 feet tall.

The geotechnical information presented in this report is based on the available project information, the proposed tower location, and the subsurface materials described in this report. If any of the noted information is incorrect, please inform GEOServices in writing so that we can amend the recommendations presented in this report. GEOServices can not be responsible for the implementation of its recommendations when it is not notified of changes in conditions.

SITE LOCATION

The site is located at 6715 Danville Highway in Lebanon, Kentucky. The project site is just north of the intersection of US Highway 68 and Danville Road.

EXPLORATION

GEOServices utilized a drill rig to advance a single boring, B-1, at the proposed tower base. The soils were sampled in general accordance with the requirements of ASTM D1586 (Penetration Test and Split-Barrel Sampling of Soils) and ASTM D2113 (Diamond Core Drilling).

Upon completion, the boring was checked for the presence of groundwater and was subsequently backfilled with loose auger cuttings. Soil samples were shipped to the GEOServices' laboratory where a member of our staff logged the sampled materials. The samples not altered by laboratory testing will be retained for 60 days from the date of this report before being discarded.

SUBSURFACE CONDITIONS

The table below provides a subsurface description of a generalized nature to highlight the major subsurface stratification features and material characteristics. The boring log should be reviewed for specific information at the boring location. The stratifications shown on the boring log represent the conditions only at the actual boring location. Variations may occur and should be expected across the site. The stratifications represent the approximate boundary between subsurface materials and the actual transition may be gradual. Water level information obtained during field operations is also shown on the boring log.

Depth (feet below ground surface)	Description	Relative Density or Consistency
0 – 6.5	Lean CLAY (CL) – brown and light brown with black staining; moist	Stiff
6.5 – 16.5	SHALE – gray; coarse grained; medium fractured	Hard

GROUNDWATER INFORMATION

Groundwater was not encountered in boring B-1 both during and/or at the completion of drilling activities. It is possible for a ground water table to fluctuate within the depths explored during other times of the year depending upon climatic and rainfall conditions. It is not unusual to find zones of water at or near the soil bedrock interface.

FOUNDATION PARAMETERS

Report of Geotechnical Exploration

GEOServices was not informed of the planned type of foundation to be utilized to support the tower at this location, but based on our experience we expect it to be a mat / spread footer type foundation or a drilled pier foundation. Therefore, we are providing analysis parameters for each of the foundation types.

Spread Footer / Mat Foundation

Based on the subsurface information obtained at boring B-1 during this exploration, and considering a factor of safety of 3 with respect to general shear failure, we assess the allowable bearing pressures to be used for design of a mat type foundation to be as follows:

Bearing Capacity

Depth Range (ft)	Allowable Bearing Pressure (psf)
0 to 3.0	Neglect
3.0 to 6.5	2,500
6.5 to 10.0	5,000

Report of Geotechnical Exploration

GEOServices Project No. 31-081004 January 30, 2008

Tower Number: KY-021 – Lebanon, Kentucky

Pier Foundation

If a drilled pier foundation system is utilized to support the tower, parameters recommended for the design analysis are as follows:

Soil Type (Depth)	Unit Weight (pcf)	Ultimate Shear Strength ⁽¹⁾ (psf)	Ultimate Friction ⁽²⁾ (psf)	k ⁽³⁾ (pci)	Strain Factor, E ₅₀ (in/in)
0 – 3	Neglect	Neglect	Neglect	Neglect	Neglect
Lean CLAY	110	2,500	1,375	125	0.007
SHALE	130	5,000	2,750	600	0.003

- (1) Based on N values, these are conservative estimates based upon prudent engineering judgment. If the structure is considered a "critical structure" or if actual values are needed, laboratory testing should be performed to determine the soil's strength parameters.
- (2) Friction, including adhesion, of concrete against undisturbed natural soil. Taken as 55% of the Undrained Shear Strength.
- (3) Lateral Modulus of subgrade reaction.

CLOSURE

We appreciate this opportunity to be of continuing service to you and look forward to assisting you with future projects. If you have any questions or comments do not hesitate to contact our office to discuss the details of this report. If you have any questions or comments regarding this report, please contact the undersigned at (865) 573-6130.

GEOServices, LLC.

Jerry W. Gammon Geotechnical Professional Dennis A. Huckaba Principal

Kentucky PE No: 18968

G	E	5	S
GEOServices, L	LC-Gestechni	ical and Mater	ials Engineers

REMARKS:

Wireless Properties Geotechnical Study Leba

GEOServic

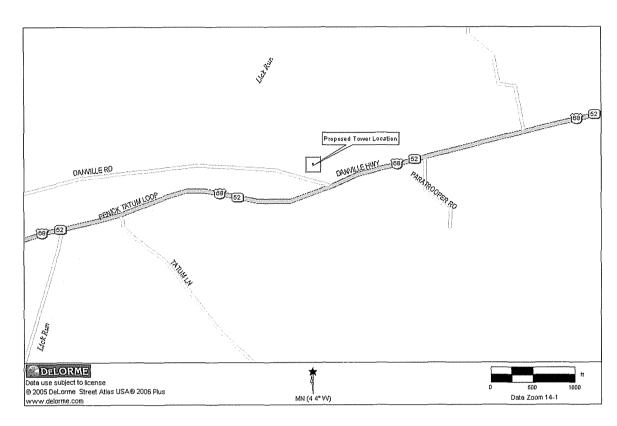
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anon, Kentucky	SHEET 1 OF 1				
ces Project No. 31-081004	DRILLER	Tri-State [Orilling		
in City No. 107 004 Jahanan Fast	ON CITE DED				

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BORING NO. / LOCA	ATION			B-1				DF	RY ON	N COMPLETION ? Yes	_
DATE	January 25, 2	2008	SURF	ACE ELEV.		FT.				WATER LEVEL DATA (IF APPLICABLE)	
	Yes	DEPTH 6.5				FT.				COMPLETION: DEPTH Dry FT.	
SAMPLED	16.5 FT.		•							ELEVFT.	
TOP OF ROCK		DEPTH 6.5	FT.	ELEV	-6.5	FT.					
BEGAN CORING		DEPTH 6.5	FT.	ELEV.	-6.5	FT.				AFTER 24 HRS. DEPTH N/A FT	
FOOTAGE CORED	(LF)	10.0	FT.							ELEVFT	
BOTTOM OF HOLE	DEPTH	16.5	FT.	ELEV.	-16.5	FT.					
BORING ADVANCE	D BY:		POWER /	AUGERING	x		١	NASHE	BORIN	NG	_
STRATUM	SAMP	LE DEPTH	SAMPLE		FIELD		LABOR	ATORY			
DEPTH	FROM	то	OR	SAMPLE	RESULTS		RE	SULTS		STRATUM DESCRIPTION	
FT. ELEV.	FT.	FT.	RUN NO.	TYPE	N-Value	Qp	ᄔ	PI	%M		
						1				TOPSOIL (5 inches)	
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-	1.0	2.5	1	ss	12					-	
						İ			İ		
2.52.5											
_	1									Lean CLAY (CL) - brown and light brown wit	th
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_	3.5	5.0	2	SS	12					-	
5.0 — -5.0										–	
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7.57.5				1						BEGIN CORING	
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EXHIBIT I DIRECTIONS TO WCF SITE

DRIVING DIRECTIONS SITE NAME: LEBANON EAST PENICK



- From the Marion County Courthouse start out going EAST on W MAIN ST / US-68 toward S DEPOT ST. Continue to follow US-68.
- Stay straight to go onto Danville Road.
- End at 6715 Danville Hwy, Lebanon, KY. There is a metal gate on the left which provides access to the site off of U.S. Hwy 68/Danville Hwy.
- Prepared by: Robert W. Grant, Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165; telephone: 800-516-4293.

EXHIBIT J
COPY OF REAL ESTATE AGREEMENT

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Option" or "Lease" or "Agreement") is made this 24th day of September, 2007 by and between Helen E. Cook Revocable Trust, ("Optionor" or "Lessor") and Wireless Properties, LLC, a Delaware limited liability company ("Optionee" or "Lessee").

- I. Grant of Option. For good and valuable consideration and the mutual promises herein set forth Optioner hereby gives and grants unto Optionee and its assigns an exclusive and irrevocable option to lease a certain one hundred foot by one hundred foot(100' x 100') parcel or parcels of real property ("Real Property") more particularly described on Exhibit "A" attached hereto and made a part hereof together with an easement for ingress, egress and utilities ("Easement") for the duration of the lease on and over that parcel or parcels of Real Property which are more particularly described on Exhibit "B" attached hereto ("Easement Area"). The Real Property and Easement Area are sometimes hereinafter be collectively referred to as the "Property". Optionor agrees and acknowledges that Optionee may at Optionee's sole cost and expense have a boundary survey prepared of the Property and that the legal description of the Property as shown on the survey shall thereafter become the legal description of the Property and shall be fully incorporated into this Agreement.
- 2. Option Initial Term. The initial term of this Option shall be for one (1) year from the date this Option is executed by Optionee ("Option Initial Term").
- 3. <u>Consideration for Option</u>, <u>Consideration for the Option Initial Term granted hereunder shall be ("Option Consideration") and is non-refundable.</u>
- 4. Extension of Option. Intentionally Deleted
- 5. Optionor's Representations and Warranties. As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee's successors and assigns that:
- (a) Optionor has good and marketable title to the Property free and clear of all liens, leases and encumbrances other than those liens and encumbrances of record;
- (b) Optionor has the authority to enter into and be bound by the terms of this Option:
- (c) There are no pending, anticipated or threatened lawsuits, claims or causes of action against Optionor, including administrative actions, bankruptcy or insolvency proceedings under state or federal law or which may otherwise affect the Property:
- (d) The Property is not presently subject to an option, lease or other contract that may adversely affect Optionor's ability to fulfill its obligations under this Option, and Optionor covenants that it shall not grant an option or enter into any contract that will affect the Property until this Option expires or is terminated by Optionee; and



- (e) These representations and warranties of Optionor shall survive the exercise of the Option and the closing anticipated by the exercise of this Option.
- 6. <u>Liquidated Damages</u>. Intentionally Deleted
- 7. <u>Inspections and Investigations</u>. Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Leased Property and the Easement at any time after the date of this Option, to perform or cause to be performed test borings of the soil, environmental audits or engineering studies and to conduct a survey of the Leased Property and the Easement. Optionor shall provide Optionee with any necessary keys or access codes to the Lease Property if needed for ingress and egress. Optionee shall not unreasonably interfere with Optionor's use of the Property in conducting these activities. Optionee shall indemnify Optionor for any damage caused the Easement as a result of such inspections, other than as a result of the normal access granted herein. Optionee shall return the Property to substantially the same condition as it was prior to such inspections; provided, however, Optionee shall have the right to remove any trees, brush or other impediments on the Property as may be necessary to conduct such inspections and shall not be required to replace same. Optionee shall consult with Optionor prior to the removal of any trees or impediments on the Leased Property.
- 8. Further Acts. Optionor shall cooperate with Optionee in executing any documents necessary to protect Optionee's rights under this Option or Optionee's use of the Property and the Easements granted herein and to take such action as Optionee may reasonably require to effect the intent of this Option. Optionor hereby appoints Optionee or Optionee's agent as Optionor's agent to file applications on behalf of Optionor with federal, state and local governmental authorities including but not limited to land use and zoning applications and which applications relate to Optionee's intended use of the Property; provided, Optionee shall consult with Optionor prior to making any such application that would not be terminable or reversible at minimal cost should Optionee not exercise the Option; and further provided, no such application shall apply to or affect directly Optionor's adjacent property without Optionor's consent. In the event Optionee obtains financing from a lender secured by Optionee's leasehold interest in the Property, Optionor agrees to promptly, but no later than ten (10) days after a request by Optionee, execute any and all reasonable documentation requested by Optionee's lender including, but not limited to a Subordination, Nondisturbance and Attornment Agreement.
- 9. <u>Exercise of Option</u>. Upon the tender of written notice of Optionee's exercise of the Option, the terms of this Agreement applying to the lease of the Property and grant of the Easements shall govern the relationship of the parties, and Optionor shall thereafter be referred to as Lessor and Optionee shall thereafter be referred to as Lessoe.
- 10. <u>Use.</u> Lessee may use the Property for the transmission and receipt of wireless communication signals in any and all non-hazardous frequencies and the construction and maintenance of towers, antennas or buildings and related facilities and activities ("Intended Use"). Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Leased Property (the "Governmental Approvals"). Lessee may construct additional improvements, demolish and reconstruct improvements, or

restore, replace and/or reconfigure improvements at any time during the Initial Term or any Renewal Term of this Lease.

- 11. <u>Initial Term</u>. The term of this Lease shall be five (5) years commencing on the Commencement Date, as that term is defined in paragraph 14(a), and terminating on the fifth anniversary of the Commencement Date ("Initial Term").
- 12. Renewal Terms. Lessee shall have the right to extend this Lease for ten (10) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease, except that Rent shall increase as provided in paragraph 13(a/b). This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least 30 days prior to the expiration of the Initial Term or the Renewal Term then in effect. Should this Lease remain in full force and effect at the end of the Term of this Lease (as so renewed), this Lease shall continue in force and effect upon the same covenants, terms and conditions for a further period of one (1) year, and for successive annual periods thereafter, until and unless terminated by either party giving to the other written notice of its intention to so terminate at least ninety (90) days prior to the date of expiration of the then current Term of this Lease. Rental adjustments shall be made during any such additional period(s) as agreed to by the parties prior to ninety (90) days prior to the date of expiration of the then current Term.
- 13. Consideration.
- (a) Lessee shall pay Lessor the sum of annum as rental ("Rent") plus per month per additional service or license provided to any subleasor, tenant, or subtenant or other paying party leasing tower space from Lessee for any reason. Rent shall be payable beginning on the earlier to occur of the completion of construction of any tower facility or related facility or sixty (60) days after commencement of construction of such facility ("Commencement Date") and payable in equal monthly installments during the Term as direct deposits to Helen E. Cook Revocable Trust Tower Account at Farmers National Bank Lebanon, KY 40033.Lessor shall be responsible for any fees that Lessee incurs with making Rent payments to the direct deposit account: and
- (b) In the event that Lessee elects to renew this Lease as provided in paragraph 13, minimum Rent shall increase by a for each year of each Renewal Term.
- 14. Taxes.
- (a) Any ad valorem taxes or other special assessment taxes attributable to the Property during the Initial Term and any Renewal Terms of the Lease shall be paid by the Lessor. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Property including, but not limited to, any tax attributable to any increase in property value of the Property resulting from the increased cash flow of this Agreement. If any special or regular assessment, personal property or real property taxes, attributable to the Leased Property are delinquent for more than sixty (60) days, Lessee shall have the following options: (i) pay all or a

a production

portion of such assessments or taxes to the appropriate governmental authority and deduct such amounts from rent; (ii) require that Lessor subdivide the Property as expeditiously as possible, at Lessor's sole cost and expense (Lessor, upon such subdivision, shall immediately pay all past due assessments or taxes attributable to the newly created parcel); (iii) institute a suit against Lessor for all damages, costs, and attorney's fees associated with Lessor's failure to pay such assessments or taxes; or (iv) exercise such other legal or equitable remedies which might be available. These remedies shall be cumulative and Lessee can exercise one or more at its option.

- (b) Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities, with the exception of any tax attributable to the increase in property value of the Leased Property resulting from the increased cash flow of this Agreement.
- 15. <u>Lessor's Representations and Warranties</u>. Lessor represents and warrants that Lessee's Intended Use of the Property is not prohibited by any covenants, restrictions, reciprocal easements, servitudes, subdivision rules or regulations applicable to the Property. Lessor further represents and warrants that there are no easements, licenses, rights of use or other encumbrances on the Property that will interfere with or constructively prohibit Lessee's Intended Use of the Property. Lessor further represents and warrants that the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.

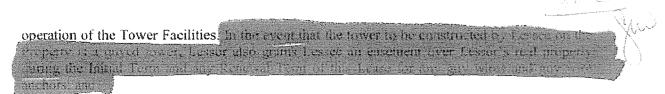
16. Conditions Subsequent. Intentionally Deleted

17. <u>Interference</u>. Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use the Property, or any portion of adjacent real property owned by Lessor in any way which interferes with the wireless communications operations of Lessee. Such interference shall be deemed a material breach of this Lease by Lessor, and Lessor shall have the responsibility to terminate said interference. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will eause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor.

18. Improvements; Utilities; Access.

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Leased Property improvements, personal property and facilities, including without limitation, a self supporting tower (without any guy wires), a structural tower base, radio transmitting and receiving antennas, communications equipment, an equipment cabinet or shelter and related facilities (collectively the "Tower Facilities"). The Tower Facilities shall remain the exclusive property of the Lessee throughout the term and upon termination of this Lease. Lessee shall at their cost remove all of the above ground portions of the Tower Facilities following any termination of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs that may interfere with or fall upon Lessee's tower or Lessee's other improvements, communications equipment or Easement rights. All debris resulting from said tree clearing is to be disposed of by Lessee. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and





- (b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Property (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Easement to service the Property and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Easement for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute a separate written easement for the utility company providing the service or Lessee in a form that may be filed of record evidencing this right; and
- Lesser acknowledges and agrees that, in order to make the Property useable by Lessee, Lessee shall need to construct certain improvements on, upon and across the Property. Specifically, Lessee may need to grade or to improve the Easement Area and may need to park vehicles (including heavy equipment) upon portions of Lessor's property adjoining the Leased Property for a reasonable period of time for the construction of Lessee's improvements or subsequently as licensee(s) or sublessee(s) install equipment on the Tower Facilities for which Lessor hereby grants to Lessee a temporary construction easement on Lessor's property. Lessee and Lessor agree to work cooperatively and in good faith in order to minimize any disruption to Lessor of the use of Lessor's property and in order to permit Lessee or its licensee(s) or sublessee(s) to install the Tower Facilities in an expeditious and commercially reasonable manner. Lessee shall limit unreasonable interference to Lessor's use of Lessor's property and further agrees to return Lessor's property to substantially the same condition after construction is completed; and
- (d) Lessor represents and warrants to Lessee that Lessee shall at all times during this Lease enjoy ingress, egress, and access from the Property to an open and improved public road that presently exists and that the Easement shall be adequate to service the Leased Property and the Tower Facilities. If no such public road exists or if such existing public road ceases to exist in the future, Lessor will grant an appropriate easement to Lessee, Lessee's licensee(s) and sublessee(s) and assigns so that Lessee may, at its own expense, construct and maintain a suitable private access drive to the Property and the Tower Facilities. To the degree that such access is across other property owned by Lessor, Lessor shall execute an easement evidencing this right, and Lessor shall maintain access to the Easement in a free and open condition so that no interference is caused to Lessee by other lessee's, licensee's, invitee's or agents of the Lessor that may utilize the Easement.
- 19. <u>Termination</u>. Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability upon written notice as follows:

- By either party upon a default of any covenant or term hereof by the other party which default is not cured within 60 days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided that, if the defaulting party commences efforts to cure the default within such period and diligently pursues cure, the non-defaulting party shall no longer be entitled to declare a default unless such default is not cured within a reasonable time; or
- By Lessee pursuant to Sections 16 and 17 hereof.
- Effect of Termination. Upon termination of this Lease for any reason, including normal expiration of the Term. Lessee shall have the right to remove its improvements, personal property and equipment. Lessor may require Lessee to remove any remaining improvements, personal property and equipment. All improvements, personal property and equipment shall be removed within a reasonable time after termination. By mutual agreement any improvements not removed within such time shall be deemed abandoned by Lessee and shall become property
- 21. <u>Subleases</u>. Lessee at its sole discretion shall have the right without any need to obtain the consent of Lessor to license or sublease all or a portion of the Property and the Tower Facilities to others whose business includes the provision of wireless communication services. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower and to creet additional improvements on the Property including but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters on the Property as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Property by said licensees and sublessee(s) together with rights of ingress and egress to the Property and the right to install utilities on the Property as if said licensee or sublessee were the Lessee under this Lease.

Destruction of Premises. Intentionally Deleted

- If a condemning authority takes all of the Property or a portion sufficient in Lessee's determination to render the Property in the opinion of Lessee unsuitable for the use that Lessee was then making of the Property, this Lease shall terminate as of the date the title vests in the condemning authority. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Property (which for Lessee shall include, where applicable, the value of its Tower Facilities, moving expenses, prepaid rent and business dislocation expenses). A sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph.
- Insurance. Lessee shall purchase and maintain in full force and effect throughout the Initial Term and any Renewal Term such public liability and property damage policies as Lessee may deem necessary. Said policy of general liability insurance shall provide a combined single limit of not less than \$1,000,000.



25. <u>Exclusivity</u>. Lessor will not enter into a lease or license agreement during the term hereof with another party, which agreement permits on the Property or any adjacent parcel of land owned, leased or managed by Lessor, the uses permitted herein or similar thereto.

26. Confidentiality.

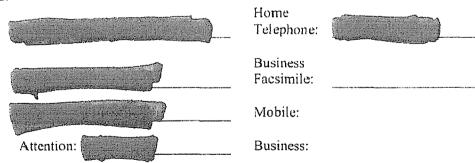
- a Nothing herein shall be construed or interpreted as prohibiting Lessee or Lessor from publishing any term or condition contained herein as Lessee shall be free to disseminate and publish such information as such is proprietary and confidential only as to Lessee.
- b. Lessor further agrees and acknowledges that Lessee maintains relationships with certain wireless carriers that lease tower space from Lessee for the placement of certain telecommunication equipment and hardware. Lessor hereby acknowledges that it understands that the nature of those relationships between Lessee and the wireless carriers is very sensitive and important to the success and survival of Lessee. Lessor hereby warrants that it will at no time, without prior written consent from Lessee, contact, attempt to contact or otherwise engage in communications with, either directly or indirectly, any person, company or entity with which Lessee maintains a business relationship; specifically, Lessor hereby waives and disgorges itself of any right to contact any tenant, subtenant or other party who is leasing tower space from Lessee for any reason. A failure to adhere to this provision by Lessor shall constitute a material breach hereunder and shall entitle Lessee to damages, including but not limited to actual and compensatory damages.
- 27. Environmental Compliance. Lessor warrants and represents to best of our knowledge that the Property and the improvements thereon are free of contaminants, oils, asbestos, Polychlorinated Biphenyls (PCBs), hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority ("Hazardous Materials"). This Lease shall at the option of Lessee terminate and be void and of no further force or effect if Hazardous Materials are discovered to exist on the Property through no fault of Lessee after Lessee takes possession of the Property, and Lessee shall be entitled to a refund of all deposits and prepaid Rent given Lessor under this Lease. Lessee covenants that it will not place any Hazardous Materials in or on the Property in knowing violation of applicable federal, state or local environmental laws.

28. Environmental Indemnities.

(a) Lessor, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessee from and against any and all environmental damages arising from the presence of Hazardous Materials upon, about or beneath the Property or migrating to or from the Property or arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Property and any activities thereon, which conditions exist or existed prior to or at the time of the execution of this Lease or which may occur at any time in the future through no fault of Lessee or Lessee's licensee(s) or sublessee(s); and

- (b) Notwithstanding the obligation of Lessor to indemnify Lessee pursuant to this Agreement, Lessor shall, upon demand of Lessee, and at Lessor's sole cost and expense, promptly take all actions to remediate the Property which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Property, which remediation is necessitated from the presence upon, about or beneath the Property of Hazardous Materials. Such actions shall include but not be limited to the investigation of the environmental condition of the Property, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Property to the condition existing prior to the introduction of Hazardous Materials upon, about or beneath the Property notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies; and
- Lessee, its grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessor from and against any and all environmental damages arising from the presence of Hazardous Materials upon, about or beneath the Property arising in any manner whatsoever out of Lessee's use of the Property in violation of any environmental laws pertaining to the Property. Notwithstanding the obligation of Lessee to indemnify Lessor, Lessee shall, upon demand of Lessor, and at Lessee's sole cost and expense, promptly take all actions to remediate the Property which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Property, which remediation is necessitated from the presence upon, about or beneath the Leased Property of Hazardous Materials attributed to the action of the Lessee. Such actions shall include but not be limited to the investigation of the environmental condition of the Leased Property, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance. monitoring or actions necessary to restore the Property to the condition existing prior to the introduction of Hazardous Materials upon, about or beneath the Property notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.
- 29. <u>Notices</u>. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to Lessor, to:



If to Lessee, to:

Wireless Properties, LLC 707 Republic Centre

633 Chestnut Street Chattanooga, TN 37450

Attention: Site Lease Administrator

Telephone: 423-757-7010 Facsimile: 423-757-7020

- 30. <u>Title and Quiet Enjoyment</u>. Lessor warrants and represents that (i) it has the full right, power and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Property free and clear of any liens, encumbrances or mortgages; and (iii) the Real Property constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that Lessee shall have the quiet enjoyment of the Property during the term of this Lease. Lessor shall indemnify Lessee from and against any loss, cost, expense or damage including attorneys fees associated with a breach of the foregoing covenant of quiet enjoyment. This Lease shall be an estate for years and not a usufruct.
- Assignment. Any sublease, license or assignment of this Lease that is entered into by 31. Lessor or Lessee shall be subject to the provisions of this Lease. Additionally, Lessee may, upon notice to Lessor, grant a security interest in this Lease and the Tower Facilities, and may assign this Lease and the Tower Facilities to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties including a Subordination, Non-disturbance and Attornment Agreement required by Lessee's lender. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than ten (10) days after the receipt of the default notice. Lessee may assign this Lease without the consent of Lessor to an affiliate of Lessee or to an entity that acquires Lessee's communications license. If a termination, disaffirmance or rejection of the Lease pursuant to any laws (including any bankruptcy or insolvency laws) by Lessee shall occur, or if Lessor shall terminate this Lease for any reason, Lessor will give to the Secured Parties prompt notice thereof, and Lessor will give the Secured Parties the right to enter upon the Property during a 30-day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Tower Facilities. Lessor acknowledges that the Secured Parties may be third-party beneficiaries of this Lease.
- 32. <u>Successors and Assigns.</u> This Lease shall run with the Property described on <u>Exhibit "A"</u> and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.
- 33. <u>Waiver of Lessor's Lien</u>. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether same is deemed real or personal property under applicable laws.
- 34. Waiver of Incidental and Consequential Damages. Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental

or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Property by Lessee.

Option to Purchase; Right of First Refusal, Intentionally Deleted

Miscellaneous.

- (a) All parties pay own costs.
- (b) Each party agrees to furnish to the other, within 10 days after request, such truthful estoppel information as the other may reasonably request.
- (c) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by Lessor and Lessee.
- (d) If either Lessor or Lessee is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.
- (e) Lessor shall cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Property and to take any further action that Lessee may reasonably require as to effect the intent of this Lease.
- (f) This Lease shall be construed in accordance with the laws of the state in which the Property is situated.
- (g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- (h) Lessee may file of record in the property records in the county in which the Property is located a Memorandum of Option and Lesse which sets forth the names and addresses of Lessor and Lessee, the legal description of the Property, the duration of the Option Initial Term, the quantity and duration of the Option Renewal Term, the duration of the Initial Term and the quantity and duration of the Renewal Terms and the Option to Purchase, and Right of First Refusal.

- (i) This Lease may be executed in two 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, it being understood that all parties need not sign the same counterpart.
- (j) Lessee shall indemnify Lessor against and hold Lessor harmless from any and all claims of liability for or loss from personal injury and/or property damage to the extent such claims result from or arise solely out of the use and/or occupancy of the Property by Lessee. Notwithstanding the preceding, Lessee shall not indemnify Lessor against any claim to the extent that it arises from or in connection with Lessor's negligence or any act or omission of Lessor or of any agent, servant or employee of Lessor.
- (k) Lessor shall indemnify Lessee against and hold Lessee harmless from any and all claims of liability for or loss from personal injury and/or property damage to the extent such claims result from or arise solely out of the ownership, use and/or occupancy of the Property by Lessor. Notwithstanding the preceding, Lessor shall not indemnify Lessee against any claim to the extent that it arises from or in connection with Lessee's negligence or any act or omission or possession of Lessee or of any agent, servant or employee of Lessee, or use or occupancy of the Leased Property by any of the foregoing.
- (1) Each of the parties acknowledge that they have had the opportunity to have this document reviewed by counsel

ISIGNATURES CONTINUED ON FOLLOWING PAGE



IN WITNESS WHEREOF, Optionor/Lessor and Optionee/Lessee have executed this Lease as of the date first written above.

	HELAN E COOK REUDENBLE TRUST
Optionor(s):	HELAN E COOK REDUCTION
By:	By: James O. Cook
Print:	Print James O. Chock
Title:	Title: <u>Co- TRUSTEE</u>
Date:	Date: 09-26-2007
Social Security #:	Social Security #:
STATE OF KANTUCKY) SS COUNTY OF MANON)	
COUNTY OF MAAION)	
The foregoing instrument was subscribed, 24th day of September, 2007, by James of the Company.	sworn to and acknowledged before me this O. Cook , as e Halan E. Cook Raissanie Tours. a
My commission expires: <u>04-21</u>	- 2011
	Janue Rue Dalmate ARY PUBLIC

Optionee:	Wireless Properties, By: Print: G. Larry Well Title: President Date:	ls, Jr.	4			
STATE OF COUNTY OF	TN demitte	or the last section of the)) SS:)			
LLC, a Delaw	regoing instrument w 2007, b are limited liability o mmission expires:	y G. Lart ompany,	y Wells, .	fr., as Preside of the comp	ent. of Wi	ed before me this reless Properties.
			NOTAR	Y PUBLIC		OOUNT AND AND AND AND AND AND AND AND AND AND

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[SEAL]

Prepared by and return to: Site Lease Administrator Wireless Properties, LLC 707 Republic Centre, 633 Chestnut Street Chattanooga, Tennessee 37450 423-757-7010

Special At If to

AC NO 1

Exhibit "A"

Leased Property

(To be replaced by survey upon completion)

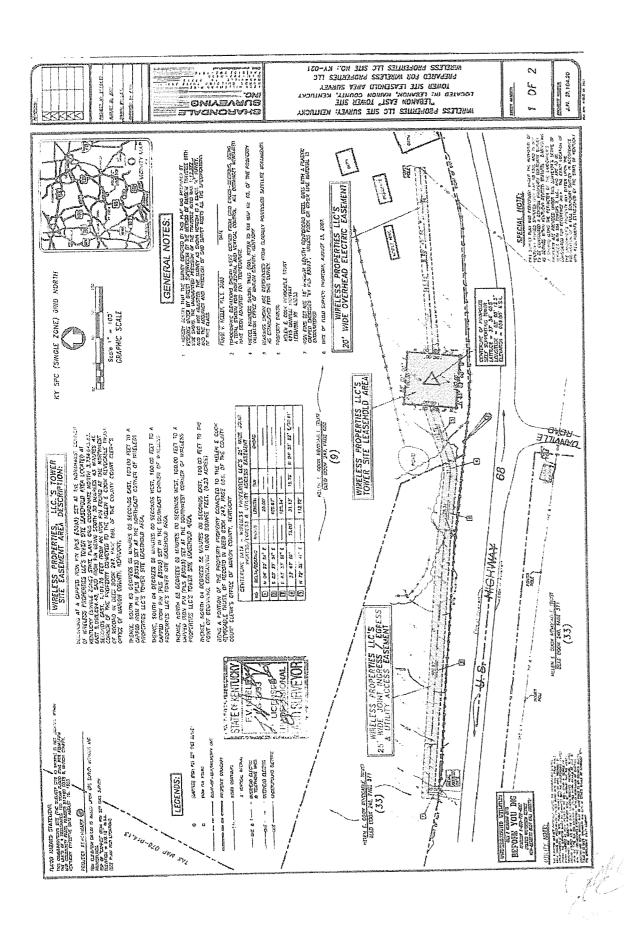


Exhibit "B"

Easement

(Line drawing to be replaced by survey upon completion)

Alexander (

Control of the Contro	MINETEZS PROPERNIES LLC SITE HO.: NY-021 PREPARED FOR WINELESS PROPERNIES LLC	2	
INC. MECHANISM INC. MICHAELING	LONES CILE FEVERHOLD YMEV ERBAEK FOCYLED IN: TERYHON' NYWON CONNIK' MENINCKX	OF	27.164.2
EXECUTION STANDONANS		1 1	



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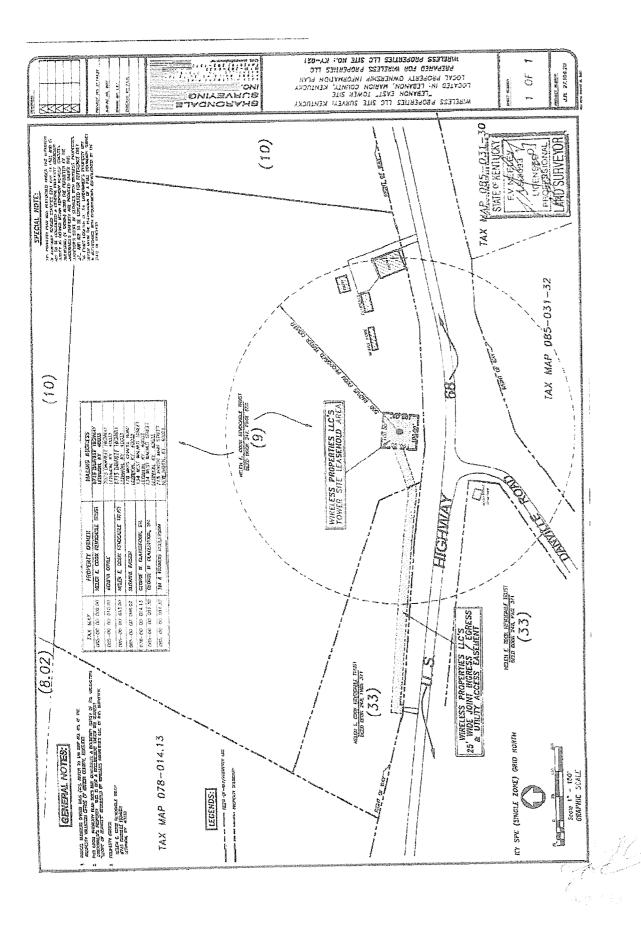




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EXHIBIT K
NOTIFICATION LISTING

LEBANON EAST LANDOWNER NOTICE LISTING

Helen E. Cook Revocable Trust c/o James O. Cook PO Box 666 Lebanon, KY 40033

Geneva Coyle 7075 Danville Highway Lebanon, KY 40033

Suzanne Raisor PO Box 532 Jasper, GA 30143

George W. Glazebrook, Sr. 134 West Walnut Street Lebanon, KY 40033

Tim & Francis Robertson 215 North Main Street New Haven, KY 40051

Bonnie McCarty 468 Miners Branch Road Gravelswitch, KY 40328

EXHIBIT L
COPY OF PROPERTY OWNER NOTIFICATION



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

Notice of Proposed Construction of Wireless Communications Facility Site Name: Lebanon East Penick

Dear Landowner:

Wireless Properties, LLC has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 6715 Danville Highway, Lebanon, Kentucky 40033 (37-34-40.5 North latitude, 85-08-12.5 West longitude). The proposed facility will include a 300-foot tall antenna tower, plus related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

This notice is being sent to you because the Marion County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2008-00054 in any correspondence sent in connection with this matter.

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

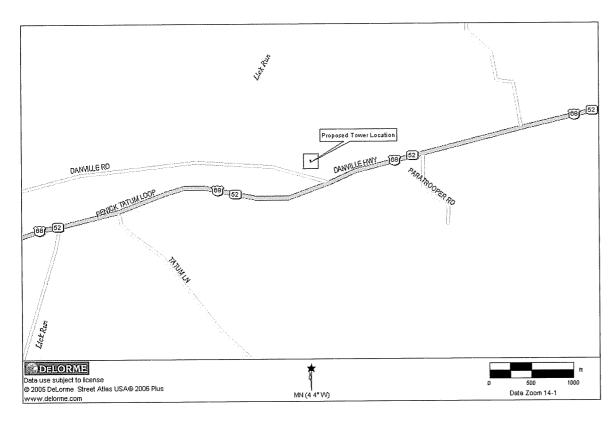
Sincerely, David A. Pike Attorney for Wireless Properties, LLC

enclosure

www.pikelegal.com	
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DRIVING DIRECTIONS SITE NAME: LEBANON EAST PENICK



- From the Marion County Courthouse start out going EAST on W MAIN ST / US-68 toward S DEPOT ST. Continue to follow US-68.
 Stay straight to go onto Danville Road.
 End at 6715 Danville Hwy, Lebanon, KY. There is a metal gate on the left which provides access to the site off of U.S. Hwy 68/Danville Hwy.
 Prepared by: Robert W. Grant, Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165; telephone: 800-516-4293.

EXHIBIT M
COPY OF COUNTY JUDGE/EXECUTIVE NOTICE



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

February 15, 2008

VIA CERTIFIED MAIL

Hon. John G. Mattingly Marion County Judge Executive 223 N. Spalding Avenue Lebanon, Kentucky 40033

RE: Notice of Proposal to Construct Wireless Communications Facility

Kentucky Public Service Commission Docket No. 2008-00054

Site Name: Lebanon East Penick

Dear Judge Mattingly:

Wireless Properties, LLC has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 6715 Danville Highway, Lebanon, Kentucky 40033 (37-34-40.5 North latitude, 85-08-12.5 West longitude). The proposed facility will include a 300-foot tall antenna tower, plus related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2008-00054 in any correspondence sent in connection with this matter.

We have attached a map showing the site location for the proposed tower. Radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area.

Please feel free to contact us with any comments or questions you may have.

Sincerely.

David A. Pike

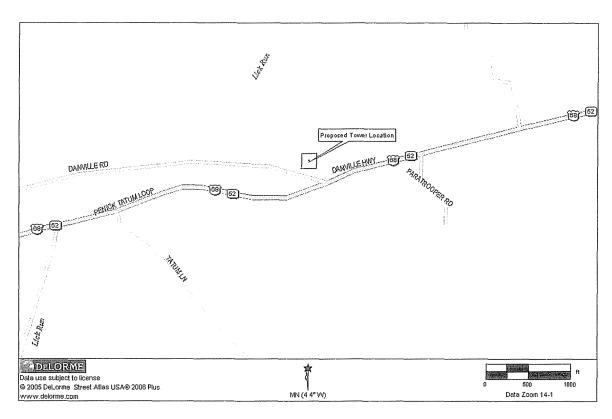
Attorney for Wireless Properties, LLC

enclosure

www.pikelegal.com ————————————————————————————————————	
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Suite 6 30x 369 65-0369 16-4293 41-4410				

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 Prepared by: Robert W. Grant, Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165; telephone: 800-516-4293.



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

February 15, 2008

VIA CERTIFIED MAIL

Marion County Fiscal Court c/o Hon. John G. Mattingly 223 N. Spalding Avenue Lebanon, Kentucky 40033

RF:

Notice of Proposal to Construct Wireless Communications Facility Kentucky Public Service Commission Docket No. 2008-00054

Site Name: Lebanon East Penick

Dear Magistrates:

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Please feel free to contact us with any comments or questions you may have.

Sincerely,

David A. Pike

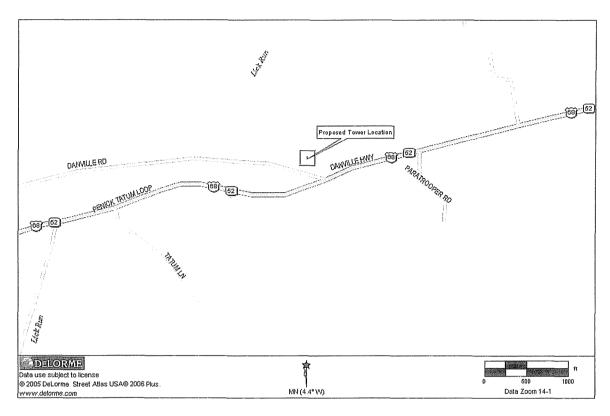
Attorney for Wireless Properties, LLC

enclosure

www.pikelegal.com	
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 Prepared by: Robert W. Grant, Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165; telephone: 800-516-4293.

EXHIBIT N
COPY OF POSTED NOTICES

LEBANON EAST NOTICE SIGNS

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

Wireless Properties, LLC

proposes to construct a telecommunications **tower** on this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2008-00054 in your correspondence.

Wireless Properties, LLC

proposes to construct a telecommunications **tower** near this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165 (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2008-00054 in your correspondence.