CASE NUMBER:
99-251
**HISTORY INDEX FOR CASE: 1999-251**

**GTE WIRELESS OF THE MIDWEST**

**Construct**

**CELL SITE - BOONE ROAD (KY 465) - SPARTA - GALLATIN COUNTY**

**IN THE MATTER OF THE APPLICATION OF SBA TOWERS, INC. AND GTE WIRELESS OF THE MIDWEST INCORPORATED FOR ISSUANCE OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO CONSTRUCT A WIRELESS COMMUNICATIONS FACILITY IN THE CINCINNATI-DAYTON MAJOR TRADING AREA WHICH INCLUDES BOONE KENTON, CAMPBELL GALLATIN, GRANT, PENDLETON, BRACKEN MASON, LEWIS, GREENUP, CARTER, BOYD, ELLIOTT, LAWRENCE, JOHNSON, MARTIN, FLOYD AND PIKE COUNTIES, KENTUCKY**

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</tbody>
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CERTIFICATE OF SERVICE

RE: Case No. 99-251
GTE WIRELESS OF THE MIDWEST

I, Stephanie Bell, Secretary of the Public Service Commission, hereby certify that the enclosed attested copy of the Commission’s Order in the above case was served upon the following by U.S. Mail on September 28, 1999.

See attached parties of record.

Secretary of the Commission

SB/hv
Enclosure
Ms. Charon Harris  
Director, Regulatory Matters  
GTE Wireless of the Midwest  
1200 Ashwood Parkway  
Third Floor  
Atlanta, GA. 30338

SBA Towers, Inc.  
One Town Center Road  
3rd Floor  
Boca Raton, FL. 33486

SBA Towers, Inc.  
2310 Valletta Lane  
Louisville, KY. 40205

Honorable W. Brent Rice  
Counsel for Applicant  
McBrayer, McGinnis, Leslie & Kirkland, PLLC  
163 West Short Street  
Suite 300  
Lexington, KY. 40507 1361
In the Matter of:

APPLICATION OF SBA TOWERS, INC. AND GTE WIRELESS OF THE MIDWEST INCORPORATED FOR ISSUANCE OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO CONSTRUCT A WIRELESS COMMUNICATIONS FACILITY IN THE CINCINNATI-DAYTON MAJOR TRADING AREA ("MTA") WHICH INCLUDES BOONE, KENTON, CAMPBELL, GALLATIN, GRANT, PENDLETON, BRACKEN, MASON, LEWIS, GREENUP, CARTER, BOYD, ELLIOTT, LAWRENCE, JOHNSON, MARTIN, FLOYD, AND PIKE COUNTIES, KENTUCKY ("SPARTA/01-1552 FACILITY")

CASE NO. 99-251

ORDER

On June 21, 1999, SBA Towers, Inc. ("SBA") and GTE Wireless of the Midwest Incorporated (collectively, the "Applicants") filed an application seeking a Certificate of Public Convenience and Necessity to construct and operate a wireless telecommunications facility. The proposed facility consists of a guyed antenna tower not to exceed 380 feet in height, with attached antennas, to be located off Boone Road (KY 465), Sparta, Gallatin County, Kentucky. The coordinates for the proposed facility are North Latitude 38° 42' 12.02" by West Longitude 84° 54' 22.43".

SBA has provided information regarding the structure of the tower, safety measures, and antenna design criteria for the proposed facility. Based upon the application, the
design of the tower and foundation conforms to applicable nationally recognized building standards, and the plans have been certified by a Registered Professional Engineer.

Pursuant to KRS 100.987, the proposed facility's construction is exempt from local zoning ordinances. However, the Applicants have notified the Gallatin County Judge/Executive ("Judge/Executive") of the proposed construction. The Judge/Executive filed comments but did not request intervention or a public hearing in this matter. The Applicants have filed applications with the Federal Aviation Administration and the Kentucky Airport Zoning Commission seeking approval for the construction and operation of the proposed facility. Both applications have been approved.

The Applicants have filed evidence of the appropriate notices provided pursuant to 807 KAR 5:063. The notices solicited any comments and informed the recipients of their right to request intervention. To date, no comments have been filed.

Pursuant to KRS 278.280, the Commission is required to determine proper practices to be observed when it finds, upon complaint or on its own motion, that the facilities of any utility subject to its jurisdiction are unreasonable, unsafe, improper, or insufficient. To assist the Commission in its efforts to comply with this mandate, SBA should notify the Commission if it does not use this antenna tower to provide service in the manner set out in its application and this Order. Upon receipt of such notice, the Commission may, on its own motion, institute proceedings to consider the proper practices, including removal of the unused antenna tower, which should be observed by SBA.

The Commission, having considered the evidence of record and being otherwise sufficiently advised, finds that the Applicants have demonstrated that a facility is necessary
to provide adequate utility service and therefore should be granted a Certificate of Public Convenience and Necessity to construct the proposed facility.

IT IS THEREFORE ORDERED that:

1. SBA is granted a Certificate of Public Convenience and Necessity to construct a guyed antenna tower not to exceed 380 feet in height, with attached antennas, to be located at off Boone Road (KY 465), Sparta, Gallatin County, Kentucky. The coordinates for the proposed facility are North Latitude 38° 42' 12.02" by West Longitude 84° 54' 22.43".

2. SBA shall immediately notify the Commission in writing, if, after the antenna tower is built and utility service is commenced, the tower is not used for a period of 3 months in the manner authorized by this Order.

Done at Frankfort, Kentucky, this 28th day of September, 1999.

By the Commission

ATTEST:

[Signature]
Executive Director
Ms. Helen C. Helton, Executive Director
Public Service Commission
730 Schenkel Lane
Frankfort, KY 40602

RE: SBA Towers, Inc. and GTE Wireless of the Midwest Incorporated
PSC Case No. 99-251 (The Sparta/01-1552 Facility)

Dear Ms. Helton:

Please find enclosed for filing in the above-referenced case the original and ten copies of Motion to Submit for Expedited Decision without Public Hearing. Thank you for your attention to this matter.

Sincerely,

W. Brent Rice
Counsel for SBA Towers, Inc. and GTE Wireless of the Midwest Incorporated

WBR/dkw
Enclosure
Copy to: Jennifer Sturgeon/SBA Towers
COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF SBA TOWERS, INC. AND GTE WIRELESS OF THE MIDWEST INCORPORATED FOR ISSUANCE OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO CONSTRUCT A WIRELESS COMMUNICATIONS FACILITY IN THE CINCINNATI-DAYTON MAJOR TRADING AREA ("MTA") WHICH INCLUDES BOONE KENTON, CAMPBELL GALLATIN, GRANT, PENDLETON, BRACKEN MASON, LEWIS, GREENUP,) CARTER, BOYD, ELLIOTT, LAWRENCE, JOHNSON, MARTIN, FLOYD AND PIKE COUNTIES, KENTUCKY ("SPARTA/01-1552 FACILITY")

CASE NO. 99-251

MOTION TO SUBMIT FOR EXPEDITED DECISION WITHOUT PUBLIC HEARING

Come the Applicants, SBA Towers, Inc. ("SBA"), as ultimate owner, and GTE Wireless of the Midwest Incorporated ("GTE"), applicants herein, by counsel, and move the Kentucky Public Service Commission ("Commission") to promptly grant a Certificate of Public Convenience and Necessity ("CPCN") in the within Application proceeding based on the following facts and circumstances:

1. The Applicants have met all filing requirements under the Kentucky Revised Statutes and the Kentucky Administrative Regulations applicable to this proceeding.

2. There are no intervenors in this proceeding after Notice has been afforded pursuant to the terms of Kentucky Revised Statutes and Kentucky Administrative Regulations.

WHEREFORE, SBA Towers, Inc. and GTE Wireless of the Midwest Incorporated,
Applicants herein, by counsel, urge the Kentucky Public Service Commission to promptly grant a Certificate of Public Convenience and Necessity in accordance with the terms of the Application in the proceeding without public hearing.

Respectfully submitted,

W. Brent Rice
MCBRAYER, MCGINNIS, LESLIE & KIRKLAND
163 West Short Street, Suite 300
Lexington, KY 40507-1361
Phone: 606/231-8780

COUNSEL FOR SBA TOWERS, INC. AND GTE WIRELESS OF THE MIDWEST INCORPORATED
Ms. Helen C. Helton, Executive Director  
Public Service Commission  
730 Schenkel Lane  
Frankfort, KY 40602  

RE: SBA Towers, Inc. and GTE Wireless of the Midwest Incorporated  
PSC Case No. 99-251 (The Sparta/01-1552 Facility)  

Dear Ms. Helton:

Enclosed for filing in the above-referenced case is correspondence from AT&T evidencing their intentions to co-locate on the proposed facility referenced in the pending application. Please file this letter evidencing AT&T’s intent to co-locate and in the event any staff members have questions with respect to this matter, they should contact the undersigned at our firm’s Lexington office.

Sincerely,

W. Brent Rice  
Counsel for SBA Towers, Inc. and GTE Wireless of the Midwest Incorporated  

WBR/dkw  

Enclosure  

Copy to: Jennifer Sturgeon/SBA Towers
August 17, 1999

Jeff Wagner
General Manager
SBA Inc.
235 N. Executive Dr. Suite 210
Brookfield, WI 53005

RE: SBA site #01-1552 (Sparta)
AT&T site # CN-269-01 (Kentucky Speedway)

Dear Jeff,

AT&T Wireless Services intends to co-locate on the proposed telecommunications facility to be located on KY Route 465 in Gallitin County, Kentucky. It is our understanding the coordinates for this location are 84-54-22.62W 38-42-11.79N with a ground elevation of 768’. Our minimum height requirement for this location is 330’.

Sincerely,

Shelly Neace, Site Acquisition Specialist
Armitage and Associates representing AT&T Wireless Services
July 19, 1999

Ms. Helen C. Helton, Executive Director
Public Service Commission
730 Schenkel Lane
Frankfort, KY 40602

Dear Ms. Helton:

Please find enclosed the originals and one copy each of return receipts for correspondence forwarded via certified mail, return receipt requested, to the Gallatin County Judge and all property owners within 500' of the proposed facility referenced above. The following property owners have been notified:

Neal O'Connor
Route 1, Box 8
Sparta, KY 41086

Yogi & Yonna Young
Route 1, Box 133
Sparta, KY 41086

Virginia Wash
Route 1, Box 19
Sparta, KY 41086

Please file the enclosed with the Commission at your earliest convenience. Thank you for your attention to this matter.

Sincerely,

W. Brent Rice
Counsel for SBA Towers, Inc. and GTE Wireless of the Midwest Incorporated

WBR/dkw
Enclosures
US Postal Service
Receipt for Certified Mail
No Insurance Coverage Provided.
Do not use for International Mail (See reverse)
Sent to
FRED CLARENCE DAVIS
100 N. MAIN STREET
WARSAN, KY 41095

I also wish to receive the following services (for an extra fee):
1. ☐ Addressee's Address
2. ☐ Restricted Delivery
Consult postmaster for fee.

4a. Article Number
Z 463 757 287 (99-251)

4b. Service Type
☒ Certified
☐ Registered
☐ Express Mail
☐ Insured
☐ Return Receipt for Merchandise
☐ COD

7. Date of Delivery
6-22-99

8. Addressee's Address (Only if requested and fee is paid)

Thank you for using Return Receipt Service.

TOTAL Postage & Fees $ 99-251

Postmark or Date
6/21/99

PS Form 3811, December 1993

Domestic Return Receipt

US Postal Service
Receipt for Certified Mail
No Insurance Coverage Provided.
Do not use for International Mail (See reverse)
Sent to
NEAL O'CONNOR
ROUTE 1, BOX 8
SPARTA, KY 41086

I also wish to receive the following services (for an extra fee):
1. ☐ Addressee's Address
2. ☐ Restricted Delivery
Consult postmaster for fee.

4a. Article Number
Z 463 757 288 (99-251)

4b. Service Type
☒ Certified
☐ Registered
☐ Express Mail
☐ Insured
☐ Return Receipt for Merchandise
☐ COD

7. Date of Delivery
6-23-99

8. Addressee's Address (Only if requested and fee is paid)

Thank you for using Return Receipt Service.

TOTAL Postage & Fees $ 99-251

Postmark or Date
6/21/99

PS Form 3811, December 1993

Domestic Return Receipt
**US Postal Service Receipt for Certified Mail**

| No Insurance Coverage Provided. |

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**US Postal Service Receipt for Domestic Return Receipt**

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**US Postal Service Receipt for International Mail (See reverse)**

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July 19, 1999

George W. Zubaty  
Gallatin County Judge/Executive  
P.O. Box 144  
Warsaw, KY 41095

Re: Case No. 99-251

Dear Judge Zubaty:

The Commission is in receipt of your letter concerning the above application for approval to construct a cell facility. The Commission will carefully analyze this application before rendering its final decision. If you wish to intervene in this matter, you must notify the Commission in writing.

It may be helpful for you to know that state authority, specifically that of the Public Service Commission, in this matter has been limited by federal law. For example, Section 704 of the Federal Telecommunications Act of 1996 prohibits this Commission from regulating the placement of wireless facilities on the basis of environmental effects of radio frequency emissions to the extent the facilities comply with Federal Communications Commission regulations. Section 704 also prohibits a state or local government from prohibiting telecommunications facilities construction if such denial will have the effect of prohibiting service. In addition, this Commission is required by statute to ensure that utility service, including telecommunications service, is adequate and reliable. The Commission does, however, consider appropriate placement of necessary facilities within applicable engineering boundaries. It also pursues a policy of collocation of facilities whenever possible.

Thank you for your interest and concern in this matter.

Sincerely,

Stephanie Bell  
Secretary of the Commission
July 7, 1999

Executive Director’s Office
Public Service Commission of Kentucky
Post Office Box 615
Frankfort, Kentucky 40602

Dear Sir:

In response to the letter written on June 21, 1999, from W. Brent Rice, Counsel for SBA Towers, Inc. and GTE Wireless of the Midwest Incorporated and their intention to erect a communication tower on Neal O’Connor and Darlene O’Connor property off Boone Road (KY 465), Sparta, Gallatin County, Kentucky.

My only concern is that this property is located very near the new site of the Kentucky Speedway and it is my understanding that Kentucky Speedway plans to build an air strip on their property which is in close proximity to the prospective tower site.

We are sure the communications tower will be a welcome service to our community as well as to all cell phone users.

Sincerely,

George W. Zubaty
Gallatin County Judge/Executive

Enc: 2
June 21, 1999

Hon. Clarence Davis
Gallatin County Judge Executive
100 N. Main Street
Warsaw, KY 41095

Re: Public Notice - Public Service Commission of Kentucky,
Case No. 99-251 (The Sparta/01-1552 Facility)

Dear Judge Davis:

SBA Towers, Inc. and GTE Wireless of the Midwest Incorporated have applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a wireless communications facility. The facility will be comprised of a 350' guyed tower with attached antennas extending upwards for a total height of 380' and an equipment shelter to be located on the Neal O'Connor and Darlene O'Connor property off Boone Road (KY 465), Sparta, Gallatin County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent pursuant to 807 KAR 5:063.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. Your initial communication to the Commission must be received by the Commission within 20 days of the date of this letter as shown above.

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, Post Office Box 615, Frankfort, KY 40602. Please refer to Case No. 99-251 in your correspondence.

Sincerely,

W. Brent Rice
Counsel for SBA Towers, Inc. and GTE Wireless of the Midwest Incorporated

WBR/dkw
To: All parties of record

RE: Case No. 99-251
   GTE WIRELESS OF THE MIDWEST

   The Commission staff has reviewed your application in the above case and finds that it meets the minimum filing requirements. Enclosed please find a stamped filed copy of the first page of your filing. This case has been docketed and will be processed as expeditiously as possible.

   If you need further assistance, please contact my staff at 502/564-3940.

Sincerely,

Stephanie Bell
Stephanie Bell
Secretary of the Commission

SB
Enclosure
Ms. Helen C. Helton, Executive Director  
Public Service Commission  
730 Schenkel Lane  
Frankfort, KY 40602

RE: Application of SBA Towers, Inc. and GTE Wireless of the Midwest Incorporated for Issuance of a Certificate of Public Convenience and Necessity to Construct A Wireless Communications Facility in The Cincinnati-Dayton Major Trading Area ("MTA") which Includes Boone, Kenton, Campbell Gallatin, Grant, Pendleton, Bracken, Mason, Lewis, Greenup, Carter, Boyd, Elliott, Lawrence, Johnson, Martin, Floyd And Pike Counties, Kentucky – PSC Case No. 99-251 ("Sparta/01-1552 Facility")

Dear Ms. Helton:

Please be advised that the undersigned represents SBA Towers, Inc. and GTE Wireless of the Midwest Incorporated in regard to the above-referenced application which I am filing on their behalf today with the Commission.

Pursuant to 807 KAR 5:063, the original and five copies of the application are submitted for filing. Additionally, three Site Plans are submitted with the application. Any comments or questions in regard to the application should be forwarded to the undersigned.

Thank you for your assistance in this matter.

Sincerely,

W. Brent Rice  
Counsel for SBA Towers, Inc. and GTE Wireless of the Midwest Incorporated

WBR/dkw

Enclosures
To: All parties of record

RE: Case No. 99-251
GTE WIRELESS OF THE MIDWEST & SBA TOWERS, INC.
(Construct) CELL SITE – BOONE ROAD (KY 465) - SPARTA - GALLATIN

This letter is to acknowledge receipt of initial application in the above case. The application was date-stamped received June 21, 1999 and has been assigned Case No. 99-251. In all future correspondence or filings in connection with this case, please reference the above case number.

If you need further assistance, please contact my staff at 502/564-3940.

Sincerely,

Stephanie Bell
Secretary of the Commission

SB/jc
Ms. Charon Harris  
Director, Regulatory Matters  
GTE Wireless of the Midwest  
1200 Ashwood Parkway  
Third Floor  
Atlanta, GA. 30338

SBA Towers, Inc.  
6001 Broken Sound Parkway, 4th Floor  
Boca Raton, FL. 33487

SBA Towers, Inc.  
2320 Valletta Lane  
Louisville, KY. 40205

Honorable W. Brent Rice  
Attorney at Law  
McBrayer, McGinnis, Leslie & Kirkland  
163 West Short Street  
Suite 300  
Lexington, KY. 40507 1361
June 21, 1999

Dear Ms. Helton:

Please be advised that the undersigned represents SBA Towers, Inc. and GTE Wireless of the Midwest Incorporated in regard to the above-referenced application which I am filing on their behalf today with the Commission.

Pursuant to 807 KAR 5:063, the original and five copies of the application are submitted for filing. Additionally, three Site Plans are submitted with the application. Any comments or questions in regard to the application should be forwarded to the undersigned.

Thank you for your assistance in this matter.

Sincerely,

W. Brent Rice
Counsel for SBA Towers, Inc. and GTE Wireless of the Midwest Incorporated

WBR/dkw

Enclosures
APPLICATION

SBA Towers, Inc. ("SBA"), as ultimate owner, and GTE Wireless of the Midwest Incorporated ("GTE Wireless"), as a licensed public utility in the Commonwealth of Kentucky, through counsel, applies for a Certificate of Public Convenience and Necessity to construct and operate a Wireless Communications Facility (the "WCF") to serve the customers of GTE Wireless and other wireless service provider colocations in the Cincinnati-Dayton Major Trading Area. In support of this Application, SBA and GTE Wireless (hereinafter collectively referred to as "Applicants") respectfully state that:

1. The complete names, addresses and telephone numbers of the Applicants are:

   SBA Towers, Inc.
   6001 Broken Sound Parkway, 4th Floor
   Boca Raton, FL 33487
   (561)995-7670
and SBA also has a local address:

2320 Valletta Lane
Louisville, KY 40205
(502)419-0907

GTE Wireless of the Midwest Incorporated
245 Perimeter Center Parkway
Atlanta, Georgia 30346
(770)391-8000

2. SBA Towers, Inc. is a Florida corporation, which constructs, owns, maintains and operates independent communication networks and is a wireless communications consulting firm. A copy of SBA’s Articles of Merger were provided to the Commission in Case Number 99-241 UAC. Com-Net Construction Services, Inc. is a wholly owned subsidiary of SBA Towers, Inc. A certified copy of its Articles of Incorporation and Certificate of Authority were provided to the Commission in Case No. 99-241 UAC.

3. GTE Wireless is an Indiana corporation. A certified copy of its Articles of Incorporation, as amended, of GTE Mobilnet Incorporated, the parent corporation of GTE Wireless, have been provided to the Commission in Case No. 96-338 in which it applied for a Certificate of Public Convenience and Necessity to provide personal communications service (“PCS”) in Kentucky. The Commission has previously found that the parent corporation of GTE Wireless had the financial, technical and managerial ability to provide PCS in the Cincinnati-Dayton Major Trading Area in its order dated August 20, 1996 in Case No. 96-338.

4. SBA proposes to construct a WCF in Gallatin County, Kentucky situated in the Cincinnati-Dayton MTA in which GTE Wireless is licensed by the Federal Communications Commission (“FCC”) to provide PCS in this area. The WCF will be comprised of a 350’ guyed
tower with attached antennas extending upwards for a total height of 380' and an equipment shelter. The equipment shelter will contain the transmitters and receivers required to connect the cell facility with PCS users, which will link the WCF with GTE Wireless’ other PCS facilities. The WCF will be fenced with a secured access gate. Three (3) sets of Index of Drawings for the proposed facility are being submitted with this Application. A detailed description of the manner in which the WCF will be constructed is included as the Property Map and Site Plan (scale: no more than two miles per inch). A reduced copy of the Index of Drawings are attached as Exhibit A. The referenced drawings are signed and sealed by Lawrence L. Baumann, a professional engineer registered in Kentucky. They depict the proposed location of the tower and all easements and existing structures on the property on which the tower will be located. A vertical tower profile and its foundation, each signed and sealed by a professional engineer registered in Kentucky are attached as Exhibit B. The tower design plans include a description of the standard according to which the tower was designed.

5. After completion of the proposed tower construction, SBA will lease or license space on said tower and the surrounding site to allow GTE Wireless to locate and operate its PCS facility, including all required antennas and appurtenances. SBA will locate the proposed site in a manner such that other wireless communications service providers will desire to co-locate on the completed WCF.

6. A geotechnical investigation report performed by ATC Associates, Inc. of Cincinnati, Ohio, dated November 30, 1998 is attached as Exhibit C. The geotechnical investigation report is signed and sealed by James P. Kapsho, a professional engineer registered in Kentucky. The geotechnical investigation report includes boring logs, foundation design recommendations, and a
statement in regard to flood hazard areas.

7. As noted on the Property Map attached as Exhibit A, the surveyor has noted that there is no flood zone information available in Grant County and that Grant County has not been mapped by the Federal Emergency Management Agency.

8. The possibility of a strong ground shaking has been considered in the design of this self-supporting tower. Formulas are given in codes for earthquake loading. The formulas are for lateral loads, and they take into account the seismic zone, ground motion and structure. The two most important components of the structure are its weight and shape. Applying all of the factors to the formula, the resultant earthquake load is less than the design wind load. Seismic loading has been considered in the design of this tower, although it is regarded as secondary to the wind loading.

Even if the tower would fall as result of an earthquake, it should not damage any occupied buildings. In the event of failure of the tower mast, all of the debris will most likely lie within a circle whose center is the tower base and whose radius is no more than 60% of the tower height.

9. Similarly, the possibility of a strong wind has been considered in the design of this tower. It 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. This tower has been designed in accordance with the Electronic Industries Association ("EIA") Standard RS-222E, which has been accepted and approved by ANSI and is a nationally recognized tower design standard. The ANSI/EIA standard utilizes a "stepped" wind loading in tower design. This means that a standardized wind speed (the "basic wind speed") is applied to the structure at the 33-foot level and then is "increased" with increments of its height. In this case, the design wind speed
is 70 mph. Using the appropriate wind speed for each antenna level, the thrust of the antenna and its corresponding waveguide load are applied to the structure for maximum member loads.

10. Personnel directly responsible for the design and construction of the proposed tower are qualified and experienced. The soil testing and part of the foundation recommendation was performed by ATC Associates, Inc., under the supervision of James P. Kapsho, a registered professional engineer in the Commonwealth of Kentucky. His specialty is geotechnical engineering which includes sub-surface exploration and foundation design. He has served as project and principal engineer on various projects similar to the applicant's. These projects include construction, tower crane foundations, and nexrad doppler radar towers, other mobile telephone towers and elevated water towers. Foundation types for these towers have included drilled piers, auger-cast piles, driven piles and spread footings. Design of the tower and foundation was performed by Sabre Communications Corporation of Sioux City, Iowa, which designs, manufacturers and installs such communications towers, monopoles and antenna systems that mount to them. Sabre has designed and installed worldwide hundreds of towers in all climates. This tower was designed by Chi S. Lee, who additionally certified the design. Mr. Lee is a registered engineer in the Commonwealth of Kentucky. SBA uses qualified installation crews and site inspectors for construction of its towers.

In the event the initial design of the tower and foundation is subsequently revised, the Applicants will amend this Application accordingly and will file with the Commission original and final drawings pursuant to applicable laws and regulations.

11. The Public Convenience and Necessity require the construction of the WCF. The WCF will provide a necessary link in GTE Wireless' system to meet the increasing demands for
wireless services in its licensed area. The WCF will further enhance the public’s access to wireless telecommunications services.

SBA’s construction of the WCF is also required by the Public Convenience and Necessity as it allows for the colocation of additional wireless services for this area of Kentucky. The WCF will be available to governmental agencies and providers of emergency services. The WCF will provide a necessary link in SBA’s wireless network and it will further provide increasing competition in the Kentucky telecommunications market.

The process that was used in selecting the site for the proposed WCF by the Applicants’ radio frequency engineers was consistent with the process used for selecting generally all other existing and proposed WCF’s within the proposed network design area. The Applicants evaluated the location of the required facility for possible co-location opportunities, upon existing structures, before starting the acquisition process. Radio frequency engineers used computer programs to evaluate the most effective coverage design for facilitating co-location potential on this proposed tower.

The engineers select the optimum vicinity in terms of elevation and location to provide the best quality service to customers in the service area. All existing towers and suitable structures upon which to locate the communications antennas were considered in this search, which is detailed in Exhibit D. No suitable towers or structures were found which meet the technical requirements for this element of the telecommunications network. Although there are several structures within a one-mile radius of the proposed facility, none are suitable in height or sufficient from a structural standpoint to accommodate the technical requirements for this proposed site. A map of the area in
which the tower is proposed to be located, that is drawn to scale and that clearly depicts the necessary search within which a site should be located as determined by the applicant’s Radio Frequency Engineer is additionally attached as Exhibit D.

12. The WCF will serve an area totally within GTE Wireless’ current service area in the Cincinnati-Dayton MTA.

13. Since the proposed WCF will serve an area completely within GTE Wireless’ licensed service area in the Cincinnati-Dayton MTA, no further approvals by the FCC are required. See 47 C.F.R. §24.11(b), “[b]lanket licenses are granted for each market and frequency block. Applications for individual sites are not required and will not be accepted.”

14. The Federal Aviation Administration ("FAA") determined on November 12, 1998 that the proposed construction would not exceed FAA obstruction standards and would not be a hazard to air navigation. The determination from the FAA is attached as Exhibit E. The Kentucky Airport Zoning Commission ("KAZC") determined on January 27, 1999 that GTE Wireless’ application for a permit to construct the proposed facility was approved. A copy of the KAZC determination is attached as Exhibit F.

15. The proposed location of the tower is not within a jurisdiction that has adopted planning and zoning regulations in accordance with KRS Chapter 100. Powertel has notified the Gallatin County Judge Executive, by certified mail, return receipt requested, of the proposed construction. Applicants included in the notice the Commission docket number under which the application will be processed and informed said person of his right to request intervention. A copy of the notice is attached as Exhibit G.
16. The WCF will be located on the Neal O’Connor and Darlene O’Connor property off Boone Road (KY 465), Sparta, Gallatin County, Kentucky. Appropriate notices 2’ X 4’ with the word “TOWER” in letters at least four inches high, have been posted in a visible location on the proposed site and on the nearest public road and shall remain posted for at least two (2) weeks after the Application is filed. The location of the proposed WCF has been published in a newspaper of general circulation in Gallatin County, Kentucky. The WCF’s coordinates are: Latitude: 38° 42’ 12”; Longitude: 84° 54’ 23”.

17. Clear directions from the county seat to the proposed site, including highway numbers and street names are set forth on the Cover Sheet to the Index of Drawings submitted with this Application. The telephone number of the person who prepared the directions is 513-755-3222. The Property Map attached as exhibit A depicts the proposed location of the tower and all easements and existing structures within 500’ of the proposed site on the property on which the tower will be located, and all easements and existing structures within 200’ of the access drive, including the intersection with the public street system. A map, drawn to a scale no less than one inch = 200’, that identifies every structure and every owner of real estate within 500’ of the proposed tower is depicted as the Project Area on the Property Map attached as Exhibit B.

18. The Applicants have notified every person who owns property within 500’ of the proposed tower by certified mail, return receipt requested, of the proposed construction. The Applicants included in the notice the Commission docket number under which the Application will be processed and informed each person of his or her right to request intervention. Copies of the certified letters sent to each are attached as Exhibit H. Copies of the return receipts will be filed with
the Commission when received.

19. The area as depicted on the Site Survey in which the proposed WCF is to be constructed is zoned agricultural. It is primarily a rural area with pasturelands to the west; croplands and wooded areas to the east; Interstate 71 and pasturelands and woods to the north; and pasturelands and single-family dwellings to the south.

20. The Applicants have considered the likely effects of the installation on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate service can be provided, and that there are no reasonable available opportunities to colocate. The Applicants attempted to colocate on towers designed to host multiple wireless service providers facilities or existing structures, such as a telecommunications tower or another suitable structure capable of supporting GTE Wireless’ facilities. There are no towers or structures within the designated search area. (emphasis added.)

21. The site for the WCF is to be leased from Neal and Darlene O’Connor. The lease provides a method that the applicant will follow in dismantling and removing the tower including a timetable for such removal in the case of abandonment pursuant to KRS 100.987(2)(b). A copy of the Option and Lease Agreement is additionally attached as Exhibit I.

22. The names of all public utilities, corporations, or persons with whom the proposed new construction is likely to compete is NextWave, Inc.; Mercury PCS II; BellSouth Wireless Cable, Inc.; BellSouth Mobility, Inc.; AT&T Wireless; Sprint PCS; Ameritech and Nextel Communications.

23. GTE Wireless plans to finance the construction of the colocation of its PCS facility
to the WCF through the use of working capital. If sufficient funds are not available from this source, the company will obtain funds through short-term loans payable within two years.

24. Any customer complaints may be reported to GTE Wireless by dialing 513-326-8100 on the customer's phone, which is the main telephone number in the applicant's Cincinnati area office which serves the northern Kentucky counties in the Cincinnati-Dayton MTA.

WHEREFORE, Applicants request that the Commission, pursuant to KRS 278.020, grant a Certificate of Public Convenience and Necessity to construct and operate the WCF at the location set forth herein for the respective networks in Kentucky and providing for such other relief as is necessary and appropriate pursuant to all applicable rules and regulations of the Public Service Commission.

Respectfully submitted,

[Signature]

W. Brent Rice
MCBRAYER, MCGINNIS, LESLIE & KIRKLAND
163 West Short Street, Suite 300
Lexington, KY 40507-1361
Phone: 606/231-8780

COUNSEL FOR SBA TOWERS, INC. AND GTE WIRELESS OF THE MIDWEST INCORPORATED
<table>
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<td>Exhibit B</td>
<td>Tower and Foundation Profile</td>
</tr>
<tr>
<td>Exhibit C</td>
<td>Geotechnical Investigation Report</td>
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<tr>
<td>Exhibit D</td>
<td>Search Area Map</td>
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<td>FAA Determination</td>
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<td>KAZC Determination</td>
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<td>Exhibit G</td>
<td>Notification to Gallatin County Judge Executive</td>
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<tr>
<td>Exhibit H</td>
<td>Notice to Adjoining Property Owners</td>
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<tr>
<td>Exhibit I</td>
<td>Option and Lease Agreement</td>
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NOTES:
1. The tower model is 360° SW/W.
2. Torque stabilizers consist of three (3) horizontal channels only.
3. Transmission lines are to be distributed as shown on cross-section drawing.
4. Guy lengths shown are not cut lengths.
5. Azimuths are relative (not based on true north).
6. See p.6 for maximum foundation loads.
7. Use 2" diameter A36 anchor rods.

ANTENNA LIST

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MATERIAL LIST

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Elevation on azimuth 0.00 deg

Sabre Communications Corporation
2101 Murray Street, Sioux City, Iowa 51102

Phone: [712] 258-6990 Fax: [712] 258-8250

Client: Com-Net Construction Services, Job No: 99-02012
Location: Sparta, KY (SA1726G) Date: 12 Feb 1999
Tower Height: 350.00'
Standard: ANSI/TIA/EIA 222-F 1996
Design Wind & Ice: 70 mph + 1/2" Ice
CUSTOMER: COM-NET CONSTRUCTION SERVICES

SITE: SPARTA, KY

TITLE: 350 FT. MODEL 3600 SRW GUYED TOWER (36" FACE) AT
70 MPH WIND + 1/2" ICE PER EIA-222-F-1996.
ANTENNA LOADING PER PAGE 1 OF STRESS ANALYSIS.

TOWER BASE

(2.36 CU. YDS. EACH)

GUY ANCHOR

(3.33 CU. YDS. EACH)

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<td>BASE:</td>
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<td>GUY ANCHOR:</td>
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<td>(10) #3 BENT BARS EVENLY SPACED</td>
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NOTES

1). CONCRETE SHALL HAVE A MINIMUM 28 DAY COMpressive
STRENGTH OF 3000 PSI, IN ACCORDANCE WITH ACI 318-95.
2). 3" MINIMUM CONCRETE COVER.
3). REBARS PER ASTM A615 GR. 60.
4). FOUNDATION DESIGNS ARE BASED ON SOILS REPORT (JOB NO. 05910.0203)
BY ATC, DATED 11/30/98

Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or in part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.
GEOTECHNICAL INVESTIGATION REPORT
TOWER SITE 01-1552
STATE ROUTE 465 AND STATE ROUTE 35
SPARTA, KENTUCKY

ATC FILE NUMBER: 05910.0203

Prepared for: Com-Net Construction Services, Inc.
Attention Mr. Frank Messer
111 Tri-County Parkway
Cincinnati, Ohio 45246

Prepared By: ATC Associates Inc.
11121 Canal Road
Cincinnati, Ohio 45241

November 30, 1998
November 30, 1998

Com-Net Construction Services, Inc.
Attention Mr. Frank Messer
111 Tri-County Parkway
Cincinnati, Ohio 45246

RE: Geotechnical Investigation Report
Tower Site 01-1552
State Route 465 and State Route 35
Sparta, Kentucky
ATC File Number: 05910.0203

Gentlemen:

In compliance with your recent request, we have completed a subsurface investigation and evaluation
for the above referenced project. It is our pleasure to transmit herewith three (3) copies of our written
report of the result of this investigation. This work was performed in accordance with our written
proposal dated May 5, 1998, and was authorized by Ms. Laura Messer on October 13, 1998.

If you should have any questions regarding this site or our report, please feel free to call us at your
convenience. It has been a pleasure working with you on this project.

Very Truly Yours,

ATC Associates Inc.

Malcolm D. Hargraves, P.E.
Staff Engineer I

MDH/mlw

James P. Kapsho, P.E.
Principal Engineer
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APPENDIX
1.0 INTRODUCTION

This report presents the results of a geotechnical investigation and soils evaluation for the proposed telecommunication tower. This study was performed in general accordance with the written proposal dated May 5, 1998 and was authorized by Ms. Laura Messer on October 13, 1998.

The purpose of this investigation was to determine the types of subsoils and bedrock present at the proposed site and to evaluate their suitability for the proposed tower and to make comments and recommendations relative to the design of the tower foundation. Also, selected pertinent comments and recommendations regarding the proposed construction are provided.

The scope of this investigation included a review of available geologic and soils data for the project area, a subsurface investigation consisting of four (4) standard test borings, located as shown on the attached Boring Location Plan in the Appendix, field and laboratory soil testing, and an engineering analysis and evaluation of the subsurface conditions encountered at this site.
2.0 PROJECT AND SITE CHARACTERISTICS

The tower comprising this project is to be constructed on a roughly 30 acre parcel of land located about one quarter of a mile southwest of the State Route 465 - State Route 35 intersection near Sparta, Kentucky. The actual site is a 100 feet by 100 feet lease area about 500 feet southeast of State Route 465 in a vegetated farm field (see Boring Location Plan in the Appendix).

The proposed tower is a guy supported structure about 350 feet in height. It is presumed that the tower will rest on a reinforced concrete pad and will be connected by guy wires at 3 distinct anchor or blocks, also presumed to be constructed of reinforced concrete. As of the writing of this report, ATC is not aware of the foundation loads at the tower base or the anchor points.

3.0 GENERAL SUBSURFACE CONDITIONS

Using standard rotary drill equipment, ATC made four (4) standard test borings plus rock coring for this investigation. The soil and rock samples were returned to our laboratory in Cincinnati, Ohio, for the required analysis, testing and evaluation.

It should be noted that stratification lines shown on the boring logs represent approximate transitions between material types. In-situ strata changes could occur gradually or at slightly different levels. Also, it should be noted that the borings depict conditions at the particular location and times indicated. Some conditions, particularly groundwater levels, could change with time.
The subsurface profile and groundwater conditions are described in detail on the boring logs located in the Appendix to this report, but in general terms consist of the following:

3.1 Soil Profile

The soil borings encountered about 3 to 4 inches of topsoil material on the project site. This was underlain by light brown/orange-brown to beige silty clay with traces of root hairs and oxide stains, disclosed to depths ranging from 3 to 8 feet below the surface. In some samples of this material, a light olive brown tint or brown mottling (where oxide stains were more prevalent) became partially evident, generally at deeper sample intervals. Standard Penetration (N) values in this silty clay material ranged from 13 to 29 blows per foot (bpf), indicative of a stiff to very stiff soil consistency.

Brown to olive brown silty clay with varying amounts of limestone lens fragments was generally encountered below about 3 to 8 feet deep and disclosed to depths ranging from 10 to 12 feet below the present surface grades. N-values in this material, a residual soil derived from the weathering of the local bedrock, varied from 24 to greater than 50 bpf, and were generally greater than 30 bpf.

Soft, weathered, gray shale and limestone bedrock was encountered below depths ranging from 10 to 12 feet below grade. This material was exposed to the point of auger refusal at 12 to 16 feet deep.
3.2 Groundwater Conditions

Observations concerning groundwater were made during the drilling operations. No water was noted in the boreholes or on the drilling and sampling tools, prior to rock coring operations.

The observed groundwater level depends on normal variations in precipitation and surface runoff amounts. Fluctuations in groundwater can only be determined through observations made in cased holes, the construction of which was beyond the scope of this investigation.

4.0 GEOTECHNICAL CONCLUSIONS & TOWER FOUNDATION RECOMMENDATIONS

Based upon the field and laboratory tests on the subsurface materials, the following conclusions and soil parameters were developed. At present the subsurface conditions revealed at this site are considered suitable for the proposed structure. If there are any subsequent changes to the proposed development, ATC should be allowed to review the revised plans to determine if the conclusions of this report need to be modified.

4.1 Tower Base Foundation

The soil borings encountered stiff to very stiff silty clay soils on the site. Field and laboratory tests of these materials indicate that a spread type foundation is feasible for the tower base foundation. Based upon this information, it is recommended that the tower base foundation bearing in the stiff to very stiff silty clay soils be designed for a maximum net allowable bearing pressure of 4,000 pounds per square foot (psf).
In using net allowable soil pressures, the weight of the footings and backfill over the footings need not be used for dimensioning. Furthermore, isolated footings should be at least 24 inches square, respectively (or as per applicable building code requirements, whichever is larger) for protection of shear punch through the foundation soils. The above stated recommended soil bearing value should be considered an upper limit, and any values less than that listed above would be acceptable for the foundation system.

4.2 Guy Anchors

The guy anchors have to resist vertical and horizontal ("pull out") loadings resulting from the guy wires that will be in tension during wind events. Borings 2 through 4, drilled at the locations of the respective anchors, revealed very stiff soils on the site. Based upon this information and assuming an undrained (rapid) failure for transient loadings, a maximum allowable passive pressure of 1,800 psf is recommended for the natural soil. In addition, an estimated soil adhesion value of 450 psf on the base and sides parallel to the direction of tension of the concrete anchor block should be used for sliding resistance. These soil parameter estimates include a factor of safety equal to 3 against a lateral failure.

Vertical forces on the anchor are primarily resisted by soil weight and the dead weight of the concrete block. A soil unit weight of 120 pounds per cubic foot (pcf) and a concrete unit weight of 150 pcf should be used to calculate uplift resistance.

4.3 General Foundation Comments

All foundation elements and anchor blocks should be placed at a minimum depth of 2.5 feet or greater below finished exterior grades for frost protection. If any soft, wet, organic or loose soil, or any old fill in encountered, the excavations should be extended downward so that the footings rest on firm soils.
All foundation bearing surfaces should be protected against freezing, the surface water and undue disturbance as the cohesive soils will tend to soften and increase settlements in such cases. If at all possible, the footing concrete should be placed the same day that the excavation takes place. If this is not feasible, proper protection of the footing excavations should be provided. All footing excavations should be inspected to assure that adequate bearing is achieved before placing concrete for the foundations.

5.0 FIELD AND LABORATORY INVESTIGATIONS

5.1 Scope

Field investigations to determine the general engineering characteristics of the foundation materials for this project included the performance of four (4) test borings located approximately as shown on the enclosed Boring Location Plan, and the performance of standard penetration tests on the in-situ soils. The apparent groundwater level at the borings location was also determined.

The types of foundation materials encountered in the test borings have been visually classified by ATC engineering staff, and are described in detail on the boring logs. The results of the field penetration tests, strength tests and water level observations are present on the boring logs. Representative samples of the soils encountered in the field were placed in sample jars and are now stored in our laboratory for further analysis, if desired. Unless we are notified to the contrary, all samples will be disposed of 30 days from the date of this report.
5.2 Field Investigations

The borings were performed with a truck-mounted drilling rig equipped with a rotary head. Conventional hollow-stem augers were used to advance the hole. Representative samples of the in-situ soils were obtained employing split-barrel sampling procedures in accordance with ASTM Procedures D-1586.

5.3 Laboratory Investigations

In conjunction with the field investigations, a supplemental laboratory investigation was conducted to determine additional pertinent engineering characteristics of the subsurface materials necessary for analyzing the behavior of the foundation for the proposed structure. The laboratory testing program included supplementary visual classification tests on all samples. Hand penetrometer, moisture content and Atterberg Limits tests were made on selected samples of soil. All phases of the laboratory investigation were conducted in general accordance with applicable ASTM specifications and procedures.
6.0 LIMITATIONS OF STUDY

Differing Conditions
Our recommendations for this project were developed utilizing subsurface information obtained from the test boring that was made at the proposed site. At this time we would like to point out that test boring only depicts the subsurface conditions at the specific location and time at which it was made. The subsurface conditions at other locations on the site may differ from those occurring at the boring locations. If deviations from the noted subsurface conditions are encountered during construction, they should be brought to the attention of the geotechnical engineer.

Changes in Plans
The conclusions and recommendations herein have been based upon the available subsurface information and the preliminary design details furnished by a representative of the owner of the proposed project and/or as assumed herein. Any revision in the plans for the proposed construction from those anticipated in this report should be brought to the attention of the geotechnical engineer to determine whether any changes in the foundation or earthwork recommendations are necessary.

Recommendations vs. Final Design
This report and the recommendations included within are not to be considered a final design, but rather as a basis for the final design to be completed by others (architect, civil or structural engineer, etc.). It is the client's responsibility to insure that the recommendations of the geotechnical engineer are properly integrated into the design, and that the geotechnical engineer is provided the opportunity for design input and comment after the submittal of this report, as needed. We recommend that this firm be retained to review the final construction documents to confirm that the proposed project design sufficiently considers our geotechnical recommendations. We also suggest that our firm be represented at pre-bid and/or pre-construction meetings regarding this project to offer any needed clarification of the geotechnical information to all involved.

Construction Issues
Although general constructability issues have been considered in this report, the means, methods, techniques, sequences and operations of construction, safety precautions, and all items incidental thereto and consequences of, are the responsibility of parties to the project other than ATEC. This office should be contacted if additional guidance is needed in these matters.

Report Interpretation
This company is not responsible for the conclusions, opinions, or recommendations made by others based upon the data included herein. It is the client's responsibility to seek any guidance and clarifications from the geotechnical engineer needed for proper interpretation of this report.

Environmental Considerations
The scope of our services does not include any environmental assessment or investigation for the presence or absence of hazardous or toxic materials in the soil, groundwater, or surface water within or beyond the site studied. Any statements in this report or on the test boring logs regarding odors, staining of soils, or other unusual conditions observed are strictly for the information of our client. Unless complete environmental information regarding the site is already available, an environmental assessment is recommended prior to the development of this site.

Standard of Care
Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This statement is made in lieu of all other warranties either express or implied.
APPENDIX

Boring Location Plan

Logs of Borings

Unified Soil Classification

Field Classification of System for Soil Exploration

Important Information About Your Report
## CLIENT
Com-Net Construction Services, Inc.

## PROJECT NAME
Tower Site 01-1552

## PROJECT LOCATION
State Route 465 and State Route 35

### Sparta, Kentucky

## TEST BORING LOG

### ADDRESS
1121 Canal Road
Cincinnati, OH 45241
513-771-2112
Fax 513-782-6908

### DRAWN BY
mlw

### APPROVED BY

### CLIENT
Com-Net Construction Services, Inc.

### BORING #
1

### JOB #
05910.0203

### DRILLING and SAMPLING INFORMATION

| Date Started | 10/28/98 |
| Date Completed | 10/28/98 |
| Drill Foreman | D. Fisher |
| Inspector | |
| Boring Method | HSA |

### SOIL CLASSIFICATION

**SURFACE ELEVATION**

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<tr>
<td>3.0</td>
<td>2</td>
<td>SS</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>3</td>
<td>SS</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.0</td>
<td>4</td>
<td>SS</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.0</td>
<td>5</td>
<td>SS</td>
<td>X</td>
<td>65/0.6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SOIL CLASS**

- Topsoil
- Light orange-brown with trace beige SILTY CLAY. (CL) slightly moist, stiff
- Light olive brown/beige SILTY CLAY with trace oxide stains. (CL) moist, very stiff
- Brown to light olive brown SILTY CLAY with traces of limestone lens fragments. (CL) [residual soil] moist, hard
- Soft gray WEATHERED SHALE.

Boring discontinued at 16.0 feet depth due to auger refusal.

### TEST DATA

<table>
<thead>
<tr>
<th>Sample Type</th>
<th>Depth to Groundwater</th>
<th>Boring Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>SS - Driven Split Spoon</td>
<td>Dry ft.</td>
<td>HSA - Hollow Stem Augers</td>
</tr>
<tr>
<td>ST - Pressed Shelby Tube</td>
<td></td>
<td>CFA - Continuous Flight Augers</td>
</tr>
<tr>
<td>CA - Continuous Flight Auger</td>
<td></td>
<td>DC - Driving Casing</td>
</tr>
<tr>
<td>RC - Rock Core</td>
<td></td>
<td>MD - Mud Drilling</td>
</tr>
<tr>
<td>CU - Cuttings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CT - Continuous Tube</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### NOTES
- Noted on Drilling Tools
- At Completion (in augers)
- At Completion (open hole)
- After hours
- Cave Depth 12.0 ft.
### Test Boring Log

**CLIENT:** Com-Net Construction Services, Inc.  
**PROJECT NAME:** Tower Site 01-1552  
**PROJECT LOCATION:** State Route 465 and State Route 35, Sparta, Kentucky

#### DRILLING and SAMPLING INFORMATION

- **Date Started:** 10/28/98  
- **Date Completed:** 10/28/98  
- **Drill Foreman:** D. Fisher  
- **Inspector:**  
- **Boring Method:** HSA

#### TEST DATA

<table>
<thead>
<tr>
<th>Depth to Groundwater</th>
<th>Sample Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dry ft.</td>
<td></td>
</tr>
<tr>
<td>At Completion (in augers)</td>
<td>ft.</td>
</tr>
<tr>
<td>At Completion (open hole)</td>
<td>ft.</td>
</tr>
<tr>
<td>After hours</td>
<td>ft.</td>
</tr>
<tr>
<td>Cave Depth</td>
<td>7.5 ft.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sample No.</th>
<th>Sample Type</th>
<th>Standard Penetration Test, N.</th>
<th>Attestation</th>
<th>Compresive Strength</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SS</td>
<td>22</td>
<td>4.0</td>
<td>12.0</td>
</tr>
<tr>
<td>2</td>
<td>SS</td>
<td>25</td>
<td>3.25</td>
<td>17.3</td>
</tr>
<tr>
<td>4</td>
<td>SS</td>
<td>29</td>
<td>4.0</td>
<td>20.8</td>
</tr>
<tr>
<td>5</td>
<td>SS</td>
<td>50/0.2'</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>SS</td>
<td>50/0.3'</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### SOIL CLASSIFICATION

**SURFACE ELEVATION**

1. **Topsoil**  
   - Light orange-brown to beige SILTY CLAY with traces of oxides and root hairs. (CL)  
   - moist, very stiff  
   - brown mottling in Sample 3 where heavier oxide staining noted.

2. **Brown SILTY CLAY with some limestone lens fragments.**  
   - (CL) [residual soil]  
   - slightly moist, hard

3. **Soft gray WEATHERED SHALE.**

Boring discontinued at 11.5 feet depth due to auger refusal.

**Boring Method**

- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling
**TEST BORING LOG**

**CLIENT:** Com-Net Construction Services, Inc.

**PROJECT NAME:** Tower Site 01-1552

**PROJECT LOCATION:** State Route 465 and State Route 35, Sparta, Kentucky

---

**DRILLING and SAMPLING INFORMATION**

- **Date Started:** 10/28/98
- **Hammer Wt.:** 140 lbs.
- **Date Completed:** 10/28/98
- **Hammer Drop:** 30 in.
- **Drill Foreman:** D. Fisher
- **Spoon Sampler OD:** in.
- **Inspector:**
- **Rock Core Dia.:** in.
- **Boring Method:** HSA
- **Shelby Tube OD:** in.

---

**SOIL CLASSIFICATION**

<table>
<thead>
<tr>
<th>SURFACE ELEVATION</th>
<th>Stratum</th>
<th>Depth</th>
<th>Scale</th>
<th>Sample No.</th>
<th>Sample Type</th>
<th>Sample Graphics</th>
<th>Groundwater</th>
<th>Sample Penetration Test, N. borehole</th>
<th>Quilted Unconfined Compressive Strength</th>
<th>Plasticity Test, %</th>
<th>Moisture Content (%)</th>
<th>Liquid Limit (L.L.)</th>
<th>Plastic Limit (P.L.)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Topsoil</td>
<td>0.3</td>
<td></td>
<td></td>
<td>1</td>
<td>SS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Light brown Silty Clay with traces of oxide stains. (CL) moist, very stiff.</td>
<td>3.0</td>
<td></td>
<td></td>
<td>2</td>
<td>SS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brown/olive brown to olive Silty Clay with traces of limestone lens fragments. (CL) [residual soil] moist to slightly moist, hard.</td>
<td>5</td>
<td></td>
<td></td>
<td>3</td>
<td>SS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-laminated structure in Samples 3 and 4.</td>
<td>10</td>
<td></td>
<td></td>
<td>4</td>
<td>SS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Boring discontinued at 12.0 feet depth due to auger refusal.

---

**TEST DATA**

- **Depth to Groundwater:**
  - Dry ft.: 6.5 ft.

---

**Sample Type**

- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

**Boring Method**

- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling

---

**Noted on Drilling Tools:**

- @ At Completion (in augers) ft.
- ^ At Completion (open hole) ft.
- \ After hours ft.
- \ After hours ft.
- \ Cave Depth ft.
**TEST BORING LOG**

**CLIENT**
Com-Net Construction Services, Inc.

**PROJECT NAME**
Tower Site 01-1552

**PROJECT LOCATION**
State Route 465 and State Route 35
Sparta, Kentucky

**BORING #**
4

**JOB #**
05910.0203

**DRAWN BY**
mlw

**APPROVED BY**
MDH

**DATE**

<table>
<thead>
<tr>
<th>component</th>
<th>value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Started</td>
<td>10/28/98</td>
</tr>
<tr>
<td>Date Completed</td>
<td>10/28/98</td>
</tr>
<tr>
<td>Hammer Wt.</td>
<td>140 lbs.</td>
</tr>
<tr>
<td>Hammer Drop</td>
<td>30 in.</td>
</tr>
<tr>
<td>Drill Foreman</td>
<td>D. Fisher</td>
</tr>
<tr>
<td>Rock Core Dia.</td>
<td>in.</td>
</tr>
<tr>
<td>Spoon Sampler OD</td>
<td>in.</td>
</tr>
<tr>
<td>Boring Method</td>
<td>HSA</td>
</tr>
<tr>
<td>Shelby Tube OD</td>
<td>in.</td>
</tr>
</tbody>
</table>

**SOIL CLASSIFICATION**

<table>
<thead>
<tr>
<th>Surface Elevation</th>
<th>Stratum Depth</th>
<th>Soil Description</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Topsoil</td>
<td>0.3</td>
<td>Brown/orange-brown SILTY CLAY with traces of oxide stains. (CL)</td>
<td>moist, very stiff</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>Brown SILTY CLAY with traces of limestone lens fragments. (CL) [weathered residual soil]</td>
<td>very stiff to hard</td>
</tr>
<tr>
<td></td>
<td>12.0</td>
<td>Limestone rock fragments.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>13.5</td>
<td>Boring discontinued at 13.5 feet depth due to auger refusal.</td>
<td></td>
</tr>
</tbody>
</table>

**TEST DATA**

<table>
<thead>
<tr>
<th>Sample Type</th>
<th>Core Diameter</th>
<th>Sample Graphics</th>
<th>Standard Penetration Test</th>
<th>Unconfined Compressive Strength</th>
<th>Pocket Penetrometer</th>
<th>Moisture Content</th>
<th>Liquid Limit</th>
<th>Plastic Limit</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>SS</td>
<td>50/0.2</td>
<td>X</td>
<td>4.5</td>
<td>18.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Sample Type**
- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

**Depth to Groundwater**

<table>
<thead>
<tr>
<th>Depth to Groundwater</th>
<th>Dry ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>After</td>
<td>ft.</td>
</tr>
<tr>
<td>After</td>
<td>hours</td>
</tr>
<tr>
<td>Cave Depth</td>
<td>9.5 ft.</td>
</tr>
</tbody>
</table>

**Boring Method**
- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling

Page 1 of 1
### Unified Soil Classification System

#### Major Divisions

<table>
<thead>
<tr>
<th>Group Symbol</th>
<th>Typical Names</th>
</tr>
</thead>
<tbody>
<tr>
<td>GW</td>
<td>Well graded gravels, gravel-sand mixtures, little or no fines.</td>
</tr>
<tr>
<td>GP</td>
<td>Poorly graded gravels, gravel-sand mixtures, little or no fines.</td>
</tr>
<tr>
<td>GM</td>
<td>Silty gravels, gravel-sand-silt mixtures</td>
</tr>
<tr>
<td>GC</td>
<td>Clayey gravels, gravel-sand-clay mixtures</td>
</tr>
<tr>
<td>SW</td>
<td>Well graded sands, gravelly sands, little or no fines</td>
</tr>
<tr>
<td>SP</td>
<td>Poorly graded sands, gravelly sands, little or no fines</td>
</tr>
<tr>
<td>SM</td>
<td>Silty sands, sand-silt mixtures</td>
</tr>
<tr>
<td>SC</td>
<td>Clayey sands, sand-clay mixtures</td>
</tr>
</tbody>
</table>

#### Laboratory Classifications Criteria

- **Not meeting all gradation requirements for GW**
  
  \[ \frac{D_{60}}{D_{10}} > 4 \quad \text{and} \quad \frac{(D_{30})^2}{D_{10} \times D_{60}} < 3 \]

- **Not meeting all gradation requirements for SW**
  
  \[ \frac{D_{60}}{D_{10}} > 6 \quad \text{and} \quad \frac{(D_{30})^2}{D_{10} \times D_{60}} < 3 \]

- **Atterberg limits below “A” line or P.I. less than 4**

- **Atterberg limits above “A” line with P.I. greater than 7**

- **Limits plotting in hatched zone with P.I. between 4 and 7 are borderline cases requiring the use of dual symbols**

#### Plots

1. Plot intersection of PI and LL as determined from Atterberg Limits tests.
2. Points plotted above A line indicate clay soils, those below the A line indicate silt.

![Plasticity Chart](chart.png)

**Technical Note:**

- **CL** Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
- **OL** Organic silts and organic silty clays of low plasticity
- **MH** Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
- **CH** Inorganic clays of high plasticity, fat clays
- **OH** Organic clays of medium to high plasticity, organic silts
- **Pt** Peat or other highly organic soils

**ASTM Designation D - 2487**

---

*Image and data extracted from Unified Soil Classification System.*
## NON COHESIVE SOILS
(Silt, Sand, Gravel and Combinations)

<table>
<thead>
<tr>
<th>Density</th>
<th>Particle Size Identification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very Loose</td>
<td>Boulders</td>
</tr>
<tr>
<td>Loose</td>
<td>- 8 inch diameter or more</td>
</tr>
<tr>
<td>Medium Dense</td>
<td>Cobbles</td>
</tr>
<tr>
<td>Dense</td>
<td>-3 to 8 inch diameter</td>
</tr>
<tr>
<td>Very Dense</td>
<td>Gravel</td>
</tr>
<tr>
<td></td>
<td>-Coarse</td>
</tr>
<tr>
<td></td>
<td>Medium</td>
</tr>
<tr>
<td></td>
<td>-½ to 1 inch</td>
</tr>
<tr>
<td></td>
<td>Fine</td>
</tr>
<tr>
<td></td>
<td>-¼ to ½ inch</td>
</tr>
<tr>
<td></td>
<td>Sand</td>
</tr>
<tr>
<td></td>
<td>-Coarse</td>
</tr>
<tr>
<td></td>
<td>Medium</td>
</tr>
<tr>
<td></td>
<td>2.00mm to ¼ inch</td>
</tr>
<tr>
<td></td>
<td>(dia. of pencil lead)</td>
</tr>
<tr>
<td></td>
<td>Fine</td>
</tr>
<tr>
<td></td>
<td>0.42 to 2.00mm</td>
</tr>
<tr>
<td></td>
<td>(dia. of broom straw)</td>
</tr>
<tr>
<td></td>
<td>Silt</td>
</tr>
<tr>
<td></td>
<td>0.074 to 0.42mm</td>
</tr>
<tr>
<td></td>
<td>(Dia. of human hair)</td>
</tr>
<tr>
<td></td>
<td>And</td>
</tr>
<tr>
<td></td>
<td>0.074 to 0.002mm</td>
</tr>
<tr>
<td></td>
<td>(Cannot see particles)</td>
</tr>
</tbody>
</table>

### Density
- Very Loose: 5 blows/ft. or less
- Loose: 6 to 10 blows/ft.
- Medium Dense: 11 to 30 blows/ft.
- Dense: 31 to 50 blows/ft.
- Very Dense: 51 blows/ft. or more

### Relative Proportions
<table>
<thead>
<tr>
<th>Descriptive Term</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trace</td>
<td>1 - 10</td>
</tr>
<tr>
<td>Little</td>
<td>11 - 20</td>
</tr>
<tr>
<td>Some</td>
<td>21 - 35</td>
</tr>
<tr>
<td>And</td>
<td>36 - 50</td>
</tr>
</tbody>
</table>

### Consistency
- Very Soft: 3 blows/ft. or less
- Soft: 4 to 5 blows/ft.
- Medium Stiff: 6 to 10 blows/ft.
- Stiff: 11 to 15 blows/ft.
- Very Stiff: 16 to 30 blows/ft.
- Hard: 31 blows/ft. or more

### COHESIVE SOILS
(Clay, Silt and Combinations)

<table>
<thead>
<tr>
<th>Consistency</th>
<th>Plasticity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very Soft</td>
<td>Degree of Plasticity</td>
</tr>
<tr>
<td>Soft</td>
<td>Plasticity Index</td>
</tr>
<tr>
<td>Medium Stiff</td>
<td>None to slight</td>
</tr>
<tr>
<td>Stiff</td>
<td>Slight</td>
</tr>
<tr>
<td>Very Stiff</td>
<td>Medium</td>
</tr>
<tr>
<td>Hard</td>
<td>High to Very High</td>
</tr>
</tbody>
</table>

### Consistency
- Very Soft: 3 blows/ft. or less
- Soft: 4 to 5 blows/ft.
- Medium Stiff: 6 to 10 blows/ft.
- Stiff: 11 to 15 blows/ft.
- Very Stiff: 16 to 30 blows/ft.
- Hard: 31 blows/ft. or more

### Plasticity
- Degree of Plasticity
- Plasticity Index
- None to slight
- Slight
- Medium
- High to Very High

Classification on logs are made by visual inspection of samples.

**Standard Penetration Test**—Driving a 2.0” O.D., 1-¼” I.D., sampler a distance of 1.0 foot into undisturbed soil with a 140 pound hammer free falling a distance of 30.0 inches. It is customary for ATEC to drive the spoon 6.0 inches to seat into undisturbed soil, then perform the test. The number of hammer blows for seating the spoon and making the test are recorded for each 6.0 inches of penetration (Example—6/8/9). The standard penetration test result can be obtained by adding the last two figures (i.e. 8 + 9 = 17 blows/ft.). (ASTM D-1586-67)

**Strata Changes** — In the Column "Soil Descriptions" on the drill log the horizontal lines represent strata changes. A solid line (——) represents an actually observed change a dashed line (-----) represents an estimated change.

**Ground Water** observations were made at the times indicated. Porosity of soil strata, weather conditions, site topography, etc., may cause changes in the water levels indicated on the logs.
As the client of a consulting geotechnical engineer, you should know that site subsurface conditions cause more construction problems than any other factor. ASFE/The Association of Engineering Firms Practicing in the Geosciences offers the following suggestions and observations to help you manage your risks.

**A GEOTECHNICAL ENGINEERING REPORT IS BASED ON A UNIQUE SET OF PROJECT-SPECIFIC FACTORS**

Your geotechnical engineering report is based on a subsurface exploration plan designed to consider a unique set of project-specific factors. These factors typically include: the general nature of the structure involved, its size, and configuration; the location of the structure on the site; other improvements, such as access roads, parking lots, and underground utilities; and the additional risk created by scope-of-service limitations imposed by the client. To help avoid costly problems, ask your geotechnical engineer to evaluate how factors that change subsequent to the date of the report may affect the report’s recommendations.

Unless your geotechnical engineer indicates otherwise, do not use your geotechnical engineering report:

- when the nature of the proposed structure is changed, for example, if an office building will be erected instead of a parking garage, or a refrigerated warehouse will be built instead of an unrefrigerated one;
- when the size, elevation, or configuration of the proposed structure is altered;
- when the location or orientation of the proposed structure is modified;
- when there is a change of ownership; or
- for application to an adjacent site.

Geotechnical engineers cannot accept responsibility for problems that may occur if they are not consulted after factors considered in their report’s development have changed.

**SUBSURFACE CONDITIONS CAN CHANGE**

A geotechnical engineering report is based on conditions that existed at the time of subsurface exploration. Do not base construction decisions on a geotechnical engineering report whose adequacy may have been affected by time. Speak with your geotechnical consultant to learn if additional tests are advisable before construction starts. Note, too, that additional tests may be required when subsurface conditions are affected by construction operations at or adjacent to the site, or by natural events such as floods, earthquakes, or ground water fluctuations. Keep your geotechnical consultant apprised of any such events.

**MOST GEOENGINEERING FINDINGS ARE PROFESSIONAL JUDGMENTS**

Site exploration identifies actual subsurface conditions only at those points where samples are taken. The data were extrapolated by your geotechnical engineer who then applied judgment to render an opinion about overall subsurface conditions. The actual interface between materials may be far more gradual or abrupt than your report indicates. Actual conditions in areas not sampled may differ from those predicted in your report. While nothing can be done to prevent such situations, you and your geotechnical engineer can work together to help minimize their impact. Retaining your geotechnical engineer to observe construction can be particularly beneficial in this respect.

**A REPORT’S RECOMMENDATIONS CAN ONLY BE PRELIMINARY**

The construction recommendations included in your geotechnical engineer’s report are preliminary, because they must be based on the assumption that conditions revealed through selective exploratory sampling are indicative of actual conditions throughout a site. Because actual subsurface conditions can be discerned only during earthwork, you should retain your geotechnical engineer to observe actual conditions and to finalize recommendations. Only the geotechnical engineer who prepared the report is fully familiar with the background information needed to determine whether or not the report’s recommendations are valid and whether or not the contractor is abiding by applicable recommendations. The geotechnical engineer who developed your report cannot assume responsibility or liability for the adequacy of the report’s recommendations if another party is retained to observe construction.

**GEOENGINEERING SERVICES ARE PERFORMED FOR SPECIFIC PURPOSES AND PERSONS**

Consulting geotechnical engineers prepare reports to meet the specific needs of specific individuals. A report prepared for a civil engineer may not be adequate for a construction contractor or even another civil engineer. Unless indicated otherwise, your geotechnical engineer prepared your report expressly for you and expressly for purposes you indicated. No one other than you should apply this report for its intended purpose without first conferring with the geotechnical engineer. No party should apply this report for any purpose other than that originally contemplated without first conferring with the geotechnical engineer.

**GEOENGINEERING CONCERNS ARE NOT AT ISSUE**

Your geotechnical engineering report is not likely to relate any findings, conclusions, or recommendations...
The Federal Aviation Administration hereby acknowledges receipt of notice dated 11/05/98 concerning the proposed construction or alteration contained herein.

A study has been conducted under the provisions of Part 77 of the Federal Aviation Regulations to determine whether the proposed construction would be an obstruction to air navigation, whether it should be marked and lighted to enhance safety in air navigation, and whether supplemental notice of start and completion of construction is required to permit timely charting and notification to airmen. The findings of that study are as follows:

The proposed construction would not exceed FAA obstruction standards and would not be a hazard to air navigation.

However, the following applies to the construction proposed:

The structure should be obstruction marked and lighted per FAA Advisory Circular AC 70/7460-1J, 'Obstruction Marking and Lighting. CHAPTERS: [-3 M-4 M-5 M-6 [-7 M-8 [-9 [-10 [-11 [-12 M-13. Dual red with medium intensity white lights.

Supplemental notice is required at least ten days before the project reaches its greatest height (use the enclosed FAA form).

This determination expires on 05/14/99 unless application is made, (if subject to the licensing authority of the Federal Communications Commission), to the FCC before that date, or it is otherwise extended, revised or terminated.

If the structure is subject to the licensing authority of the FCC, a copy of this acknowledgement will be sent to that agency.

NOTICE IS REQUIRED ANYTIME THE PROJECT IS ABANDONED OR THE PROPOSAL IS MODIFIED

SIGNED Mary Z. McBurney, Specialist, Airspace Branch.

ISSUED IN: College Park, Georgia ON 11/12/98
January 27, 1999

APPROVAL OF APPLICATION

APPLICANT:
COM-NEt CONSTRUCTION
111 TRI COUNTY PARKWAY
Cincinnati, OH 45246

SUBJECT: AS-039-CVG-98-285

STRUCTURE: Antenna Tower
LOCATION: Park Ridge, KY
COORDINATES: 38°42'12.0"N / 84°54'23.0"W
HEIGHT: 380' AGL/1,148' AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct (380' AGL/1,148' AMSL) Antenna Tower near Park Ridge, KY 38°42'12"N, 84°54'23"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.

Rozald Bland, Administrator
Re: Public Notice - Public Service Commission of Kentucky, Case No. 99-251 (The Sparta/01-1552 Facility)

Dear Judge Davis:

SBA Towers, Inc. and GTE Wireless of the Midwest Incorporated have applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a wireless communications facility. The facility will be comprised of a 350' guyed tower with attached antennas extending upwards for a total height of 380' and an equipment shelter to be located on the Neal O'Connor and Darlene O'Connor property off Boone Road (KY 465), Sparta, Gallatin County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent pursuant to 807 KAR 5:063.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. Your initial communication to the Commission must be received by the Commission within 20 days of the date of this letter as shown above.

Your comments and request for intervention should be addressed to: Executive Director’s Office, Public Service Commission of Kentucky, Post Office Box 615, Frankfort, KY 40602. Please refer to Case No. 99-251 in your correspondence.

Sincerely,

W. Brent Rice
Counsel for SBA Towers, Inc. and GTE
Wireless of the Midwest Incorporated
June 21, 1999

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Neal O'Connor
Route 1, Box 8
Sparta, KY 41086

RE: Public Notice - Public Service Commission of Kentucky,
Case No. 99-251 (The Sparta/01-1552 Facility)

Dear Mr. O'Connor:

SBA Towers, Inc. and GTE Wireless of the Midwest Incorporated have applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a wireless communications facility. The facility will be comprised of a 350' guyed tower with attached antennas extending upwards for a total height of 380' and an equipment shelter to be located on the Neal O'Connor and Darlene O'Connor property off Boone Road (KY 465), Sparta, Gallatin County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility. You may also contact your local planning commission.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. Your initial communication to the Commission must be received by the Commission within 20 days of the date of this letter as shown above.

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, Post Office Box 615, Frankfort, KY 40602. Please refer to Case No. 99-251 in your correspondence.

Sincerely,

W. Brent Rice
Counsel for SBA Towers, Inc. and GTE Wireless of the Midwest Incorporated

WBR/dkw
June 21, 1999

Virginia Wash
Route 1, Box 19
Sparta, KY 41086

RE: Public Notice - Public Service Commission of Kentucky,
Case No. 99-251 (The Sparta/01-1552 Facility)

Dear Ms. Wash:

SBA Towers, Inc. and GTE Wireless of the Midwest Incorporated have applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a wireless communications facility. The facility will be comprised of a 350’ guyed tower with attached antennas extending upwards for a total height of 380’ and an equipment shelter to be located on the Neal O’Connor and Darlene O’Connor property off Boone Road (KY 465), Sparta, Gallatin County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500’ radius of the proposed facility. You may also contact your local planning commission.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. Your initial communication to the Commission must be received by the Commission within 20 days of the date of this letter as shown above.

Your comments and request for intervention should be addressed to: Executive Director’s Office, Public Service Commission of Kentucky, Post Office Box 615, Frankfort, KY 40602. Please refer to Case No. 99-251 in your correspondence.

Sincerely,

W. Brent Rice
Counsel for SBA Towers, Inc. and GTE Wireless of the Midwest Incorporated

WBR/dkw
June 21, 1999

RE: Public Notice - Public Service Commission of Kentucky, Case No. 99-251 (The Sparta/01-1552 Facility)

Dear Mr. and Mrs. Young:

SBA Towers, Inc. and GTE Wireless of the Midwest Incorporated have applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a wireless communications facility. The facility will be comprised of a 350' guyed tower with attached antennas extending upwards for a total height of 380' and an equipment shelter to be located on the Neal O'Connor and Darlene O'Connor property off Boone Road (KY 465), Sparta, Gallatin County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility. You may also contact your local planning commission.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. Your initial communication to the Commission must be received by the Commission within 20 days of the date of this letter as shown above.

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, Post Office Box 615, Frankfort, KY 40602. Please refer to Case No. 99-251 in your correspondence.

Sincerely,

W. Brent Rice
Counsel for SBA Towers, Inc. and GTE Wireless of the Midwest Incorporated

WBR/dkw
OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Agreement") is made this 12th day of Sept 98, by and between J ("Optionor") and Com-Net Construction Services, Inc. ("Optionee").

I. OPTION TO LEASE

1. Grant of Option. For good and valuable consideration and the mutual promises herein set forth Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option to lease a certain parcel or parcels of real property more particularly described on Exhibit "A" attached hereto ("Property") together with an easement for ingress, egress and utilities for the duration of the lease on the property which is more particularly described on Exhibit "B" attached hereto ("Easement"). Optionor agrees and acknowledges that Optionee may at Optionee's sole cost and expense have a metes and bounds survey prepared of the Property and the Easement and that the legal description of the Property and the Easement as shown on the survey shall thereafter become the legal description of the Property and the Easement.

2. Option Initial Term. The initial term of this Option shall be for six (6) months from the date this Option is executed by Optionee ("Option Initial Term").

3. Consideration for Option. Consideration for the Initial Term of the Option granted hereunder shall be $50 and 0/100 Dollars ($50) ("Option Consideration"). This payment by Optionee to Optionor shall be credited in full to the first year's rental payment due Optionor if this Option is exercised by Optionee.

4. Extension of Option. This Option can be extended at the discretion of Optionee for (1) additional period(s) of six (6) months each ("Option Renewal Term(s)") by Optionee paying to Optionor the additional consideration of $50 and 0/100 Dollars ($50) prior to the expiration of the then existing term of this Option. Any consideration paid by Optionee to extend the term of this Option shall be credited in full to the first year's rental due Optionor if this Option is exercised by Optionee.

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 and the Easement free and clear of all liens and encumbrances other than those liens and encumbrances shown on Exhibit "C" attached hereto. Optionee may at Optionee's sole cost and expense procure an abstract of title or a commitment to issue a policy of title insurance on the Property. In the event that Optionee objects to any defect or cloud on title to the Property, Optionee may declare this Option and any
obligation of Optionee to lease the Property or acquire the Easement to be void and of no further force or effect whereupon this Option shall become null and void and there shall be no further liability of Optionee to Optionor;

(b) Optionor has the authority to enter into and be bound by the terms of this Option;

(c) There are no pending or threatened administrative actions including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Optionor or which may otherwise affect the Property; and

(d) The Property is not presently subject to an option, lease or other contract which 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 which will affect the Property or the Easement until this Option expires or is terminated by Optionee.

These representations and warranties of Optionor shall survive the exercise of the Option and the closing anticipated by the exercise of this Option.

6. Taxes. Any ad valorem taxes or other special assessment taxes attributable to the Property and the Easement during the Initial Term and any Renewal Term of the Option shall be paid by Optionor.

7. Liquidated Damages. In the event the closing does not occur due to a default or breach of this Option by Optionee, Optionor's damages shall be fixed and liquidated to the sums paid by Optionee to Optionor as consideration for this Option. Optionor hereby expressly waives any other remedies it may have for a breach of this Option by Optionee including specific performance and damages for breach of contract.

8. Inspections and Investigations. Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the 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, engineering studies and to conduct a survey of the Property and the Easement. Optionor shall provide Optionee with any necessary keys or access codes to the Property if needed for ingress and egress, Optionee shall not unreasonably interfere with Optionor's use of the Property or the Easement in conducting these activities.

9. 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 and to take such action as Optionee may reasonably require to effect the intent of this Option. Optionor hereby irrevocably appoints Optionee or Optionee's agent as Optionor's agent to file applications on behalf of Optionor with federal, state and local governmental authorities which applications relate to Optionee's intended use of the Property including but not limited to land use
and zoning applications.

II. LEASE AGREEMENT

10. **Exercise of Option.** Upon the tender of written notice of Optionee's intent to exercise 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 Lessee. The date of the written notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date").

11. **Use.** The Property may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of towers, antennas, or buildings, and related facilities and activities. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Property (the "Governmental Approvals"). Lessee may construct additional improvements, demolish and reconstruct improvements, or restore replace and reconfigure improvements at any time during the Initial Term or any Renewal Term of this Lease.

12. **Initial Term.** The term of this Lease shall be five (5) years commencing on the Commencement Date, as that term is defined in paragraph 10, and terminating on the fifth anniversary of the Commencement Date ("Initial Term").

13. **Renewal Terms.** Lessee shall have the right to extend this Lease for five (5) 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 14(c). 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 which is then in effect.

14. **Consideration.**

   (a) Upon the Commencement Date, Lessee shall pay Lessor the sum of $760 and $200/100 Dollars ($780) per monthly as rental ("Rent"). Rent shall be payable on the Commencement Date in advance beginning on the first day of the calendar month following the Commencement Date and on the first day of each calendar month thereafter during the Initial Term and any Renewal thereafter to Lessor at Lessor's address as specified in Paragraph 27 below;

   (b) If this Lease is terminated at a time other than on the anniversary of the Commencement Date, Rent shall be prorated as of the date of termination ("Termination Date"), and in the event of termination for any reason other than nonpayment of Rent, all Rents paid in advance of the Termination Date for that period after the Termination Date shall be refunded to Lessee; and
(c) In the event that Lessee elects to renew this Lease as provided in paragraph 13, Rent shall increase at the inception of each Renewal Term by 15 percent over the rate at which Rent accrued in the immediately prior term.

15. **Lessor’s Representations and Warranties.** Lessor represents and warrants that Lessee’s intended use of the Property as a site for the transmission and receipt of wireless communication signals; for the construction and maintenance of towers, antennas or buildings; and related facilities ("Intended Use") is not prohibited by any covenants, restrictions, reciprocal easements, servitudes, subdivision rules or regulations. Lessor further represents and warrants that there are no easements, licenses, rights of use or other encumbrances on the Property which 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.** In the event that Lessee's Intended Use of the Property is actually or constructively prohibited through no fault of Lessee or the Property is, in Lessee's opinion, unacceptable to Lessee then this Lease shall terminate and be of no further force or effect and Lessee shall be entitled to a refund from Lessor of any deposits or Rent paid in advance to Lessor which sums were paid prior to the date upon which Lessee gives Lessor notice of its intent to terminate this Lease pursuant to this paragraph.

17. **Interference.** Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use 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 cause 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 Property improvements, personal property and facilities, including without limitation, towers, a structural tower base, radio transmitting and receiving antennas, communications equipment, equipment cabinets 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 have the obligation to 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 which may interfere with or fall upon Lessee’s tower or Lessee’s other improvements, communications equipment or Easement rights. 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 operation of the Tower Facilities. In the event that the
tower to be constructed by Lessee on the Property is a guyed tower, Lessor also grants Lessee an
easement over Lessor's real property during the Initial Term and any Renewal Term of this Lease for
any guy wires and guy wire anchors.

(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
to the utility company providing the service or Lessee in a form which may be filed of record
evidencing this right.

(c) 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
which presently exists and which Easement shall be adequate to service the Property and the Tower
Facilities. If no such public road exists or ceases to exist in the future, Lessor will grant an
appropriate easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own
expense, construct a suitable private access drive to the Property and the Tower Facilities. To the
degree 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 lessees, licensees, invitees or agents of the Lessor
which may utilize the Easement.

19. **Termination.** Except as otherwise provided herein, this Lease may be terminated,
without any penalty or further liability upon written notice as follows:

(a) 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 the
non-defaulting party shall no longer be entitled to declare a default;

(b) Upon 30 days' written notice by Lessee to Lessor if Lessee is unable to obtain
or maintain through no fault of Lessee any license, permit or other Governmental Approval necessary
to the construction and operation of the Tower Facilities or Lessee's business; or

(c) By Lessee for any reason or no reason at all upon six (6) months advance
written notice from Lessee to Lessor.
20. **Subleases.** 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 erect additional improvements on the Property including but not limited to antennas, dishes, cabling, additional equipment cabinets, storage buildings and 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 licensee(s) 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.

21. **Taxes.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Property. Lessee shall pay as additional Rent any increase in real property taxes levied against Property which are directly attributable to Lessee's use of the Property and Lessor agrees to furnish proof of such increase to Lessee. In the event that Lessor fails to pay when due any taxes affecting the Property or the Easement, Lessee shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future installments of Rent.

22. **Destruction of Premises.** If the Property or the Tower Facilities are destroyed or damaged so as to hinder the effective use of the Tower Facilities in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction and Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee.

23. **Condemnation.** 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 which 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.

24. **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 $1,000,000.

25. **Environmental Compliance.** Lessor warrants and represents that the Property, the
Easement and the improvements thereon are free of contaminants, oils, asbestos, PCB's, 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 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 the consideration given Lessor under this Lease.

26. **Environmental Indemnities.** 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.

27. **Notices.** 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 or to such other addresses as may be specified in writing at any time during the term of this Agreement:

If to Lessor, to:

Name: NEAL O'CONNOR
Address: R.T. 1 BOX 8, SPARTA, KY 40067

(Area Code) Phone Number: 606-562-2690
Federal I.D. or Social Security No.: 906-04-4106-NEAL
314-68-9994-DALENE

If to Lessee, to:

Com-Net Construction Services, Inc.
121 Boone Ridge Drive
Johnson City, Tennessee 37615
Attention: Dan Eldridge

With a copy to:
Lewellen & Frazier, PLC
415 North McKinley, Suite 1240
28. **Title and Quiet Enjoyment.** 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 and the Easement free and clear of any liens, encumbrances or mortgages except those liens and encumbrances disclosed in Exhibit "C" attached hereto; and (iii) the 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.

29. **Assignment.** Lessee may assign this Lease without the consent of Lessor. Any sublease, license or assignment of this Lease that is entered into by Lessor or Lessee shall be subject to the provisions of this Lease. Additionally, Lessee may, upon notice to Lessor, mortgage or 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. 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 10 days after the receipt of the default notice. 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 shall be third-party beneficiaries of this Lease.

30. **Successors and Assigns.** This Lease shall run with the Property described on Exhibit "A" and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

31. **Waiver of Lessor's Lien.** 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 or not same is deemed real or personal property under applicable laws.

32. **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 or the Easement by Lessee.

33. **Miscellaneous.**
(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(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 agrees to 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 which 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 and Easement(s) are located a Memorandum of Lease which sets forth the names and addresses of Lessor and Lessee, the legal description of the Property and the Easement(s), the duration of the Initial Term and the quantity and duration of the Renewal Terms.

(i) 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 the Easements and to take such action as Lessee may reasonably require to effect the intent of this Lease. Lessor hereby irrevocably appoints Lessee or Lessee's agent as Lessor's agent to file applications on behalf of Lessor with federal, state and local governmental authorities which applications relate to Lessee's intended use of the Property including but not limited to land use and zoning applications.

(j) 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 the each of the parties, it being understood that all parties need not sign the same counterpart.

Com-Net Construction
Option and Lease

Site Name: SPARTA
Site #: ONE
IN WITNESS WHEREOF, Optionor and Optionee have executed this Option and Lease as of the date first written above.

OPTIONOR/LESSOR:

[Corporation]

ATTEST:

By: __________________________

Title: _______________________

[Individual]

DARLENE C. O'CONNOR
RELEASING OWNER RIGHTS

OPTIONEE/LESSEE:

Com-Net Construction Services, Inc.

By: __________________________

Title: _______________________

Owner:

NEIL O'CONNOR

Com-Net Construction Option and Lease

Site Name: SPARTA

Site #: ONE
Acknowledgments

State of Ohio )
           ) ss
County of _________  )

Before me, a notary public, in and for said county, personally appeared the above named ______
______________________________________, who acknowledged that he did sign the foregoing instrument,
and that the same is his free act and deed. In testimony whereof, I have hereunto subscribed my
name at ________________________________, this ___ day of __________________, 1998.

____________________________________
Notary Public

My Commission Expires:

____________________________________

Form for corporation in representative capacity must be substantially as follows:

State of Ohio )
           ) ss
County of ________  )

Before me, a notary public, in and for said county in said state, personally appeared ________
____________________________________ and ________________________________, known to me to be the persons who, as president and secretary (or other proper officers), respectively, of __________
____________________________________, the corporation which executed the foregoing
instrument, signed the same, and acknowledged to me that they did so sign said instrument in the
name and upon behalf of said corporation as such officers, respectively, and the free and corporate
act and deed of said corporation; that they were duly authorized thereunto by its board of directors;
and that the seal affixed to said instrument is the corporate seal of said corporation. In testimony
whereof, I have hereunto subscribed my name, and affixed my official seal, at _________________,
this ___ day of ________________________, 1998.

My Commission Expires: ______________________

Notary Public

Com-Net Construction
Option and Lease

Site Name: SPARTA
Site # ONE
Individual

STATE OF KENTUCKY )
COUNTY OF ______________ )

The foregoing instrument was acknowledged before me this __ day of ______________, 19__, by ____________________.

________________________
NOTARY PUBLIC
My Commission Expires: ________

STATE OF KENTUCKY )
COUNTY OF ______________ )

The foregoing instrument was acknowledged before me this ___ day of ___ , 19__ , by ______________ and ______________ , husband and wife.

________________________
NOTARY PUBLIC
My Commission Expires: __________

Corporation

STATE OF ______________ )
COUNTY OF ______________ )

The foregoing instrument was acknowledged before me this ___ day of ______________, 19__, by ____________________ of ______________ on behalf of the Corporation.

________________________
NOTARY PUBLIC
My Commission Expires: ________

Com-Net Construction
Option and Lease

Site Name: SPARTA
Site # ONE
EXHIBIT "B"

LEGAL DESCRIPTION OF EASEMENT(S)

Southern 1/3 of land described in Exhibit "A"

Tower to be placed as far north and west on property as practicable keeping it on top of ridge.
No Mortgage

Easements of Record & Shown as Exhibits "B" and "C" after Sections 13 of Plan.
Ms. Stephanie Bell  
Secretary of the Commission  
Kentucky Public Service Commission  
P.O. Box 615  
730 Schenkel Lane  
Frankfort, KY 40601

RE: Case Number 99-251  
SBA Towers, Inc. and GTE Wireless of the Midwest Incorporated  
(Sparta/01-1552 Facility)

Dear Ms. Bell:

This letter is to follow up my request for a case number on June 21, 1999. The application is on behalf of SBA Towers, Inc. and GTE Wireless of the Midwest Incorporated for a cell site located on the Neal O’Connor and Darlene O’Connor property off Boone Road (KY 465), Sparta, Gallatin County, Kentucky. I was given Case Number 99-251. We intend to file the application no later than June 22, 1999. If there are any questions, you may contact the undersigned at our Lexington office (606)231-8780. Thank you for your attention to this matter.

Sincerely,

[Signature]

W. Brent Rice
MULTI-CARRIER METER TREE DETAIL

NO SCALE

ELECTRIC METERING EQUIPMENT TO BE PROVIDED BY ELECTRIC Co. WHERE APPLICABLE

GENERATOR PLUG

ALARM AND LIGHTING CONTROL BOXES

2"x12" BUSS

DIRT GRADE

2" CONDUIT (FUTURE)

PVC PREFERRED (TYP.)

1-2" CONDUIT W/ ELECTRIC SERVICE TO GATE

4" CONDUIT FOR POWER PROVIDE CONDUCTOR WHERE REQUIRED BY ELECTRIC Co.

NOTE: ALL HARDWARE (I.E. SPRINGS, NUTS & BOLTS) TO BE GALVANIZED OR STAINLESS STEEL.
**GTE MAST ORIENTATION DIAGRAM**

**NOTE:**
Orient tower faces at market sector azimuths

**MARKET SECTOR AZIMUTHS**
Cincinnati 30, 150, 270 degrees
PLUG

ID CONTROL

TERMINATE CONDUIT AT POLE OR PAD MOUNT TRANSFORMER AS PER ELECTRIC COMPANY REQUIREMENTS

3'-0" MIN COVER

1/4" SCH 40 PVC CONDUIT

TYPICAL SERVICE INSTALLATION
NO SCALE

GENERATOR PLUG

CON-MET PANEL BOARD & DISCONNECTS

OUTLET

DISCONNECT

FUTURE

ELECTRIC METER PER LOCAL UTILITY CO. STANDARDS 200A, 120/240V, 1P, 3W OR 120/240V, 1P, 3W (TYPICAL)

3-0 MIN COVER

INSTALL EROSION CONTROL MEASURES PRIOR TO CONSTRUCTION IN ACCORDANCE