# COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION



In the Matter of:	JUL 1 8 2006
APPLICATION OF NEXTEL WIP LEASE CORP. FOR ISSUANCE OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO	) PUBLIC SERVICE COMMISSION
CONSTRUCT A WIRELESS COMMUNICATIONS FACILITY AT 9076 PERRYVILLE ROAD,	) ) ) CASE NO. 2006-00237
SPRINGFIELD, WASHINGTON COUNTY, KENTUCKY, 40069	)

SITE NAME: Gravel Switch (KY320P)

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

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

- 1. The complete name and address of the Applicant is: Nextel WIP Lease Corp., 4500 Carillon Point, Kirkland, WA 98033, having a local address of 13405 Eastpoint Centre Drive, Suite 100, Anchorage, Kentucky 40223.
- 2. Applicant is a Delaware corporation and a copy of its Articles of Incorporation was previously filed with the PSC under case number 2005-00004. A copy of the Certificate of Authorization to transact business in the Commonwealth of Kentucky is attached as **Exhibit A**.

- 3. Applicant proposes construction of an antenna tower in Washington County, Kentucky, which is outside the jurisdiction of a planning commission and Applicant submits the Application to the PSC for a CPCN pursuant to KRS §§ 278.020(1), 278.650, and 278.665.
- 4. The public convenience and necessity require the construction of the proposed WCF. The construction of the WCF will bring or improve the Applicant's services to an area currently not served or not adequately served by the Applicant by enhancing coverage and/or capacity and thereby increasing the public's access to wireless telecommunication services. The WCF is an integral link in the Applicant's network design that must be in place to provide adequate coverage to the service area.
- 5. To address the above-described service needs, Applicant proposes to construct a WCF at 9076 Perryville Road, Springfield, Kentucky 40069 (37° 39' 03.150" North Latitude, 85° 04" 40.382" West Longitude (NAD 83)), in an area entirely within Washington County. The property in which the WCF will be located is currently owned by Donnie and Linda Stanton, pursuant to that Deed of record in Deed Book 222, Page 540 in the Office of the Washington County Clerk. The proposed WCF will consist of a 250-foot tall self-supporting tower with an approximately 15-foot tall lightning arrestor attached to the top of the tower for a total height of 265 feet. The WCF will also include concrete foundations to accommodate the placement of a prefabricated equipment shelter. The WCF compound will be fenced and all access gates(s) will be secured. A detailed site development plan and survey, signed and sealed by a professional land surveyor registered in Kentucky is attached as **Exhibit B**.
- 6. A detailed description of the manner in which the WCF will be constructed is included in the site plan and a vertical tower profile signed and sealed by a professional engineer registered in Kentucky is attached as **Exhibit C**. Foundation design plans and a description of the standards according to

which the tower was designed which have been signed and sealed by a professional engineer registered in Kentucky are attached as **Exhibit D**.

- 7. A list of public utilities, corporations, and or persons with whom the proposed WCF is likely to compete with is attached as **Exhibit E**. Three maps of suitable scale showing the location of the proposed WCF as well as the location of any like facilities owned by others located anywhere within the map area are also included in **Exhibit E**.
- 8. The Federal Aviation Administration Notice of Proposed Construction or Alteration was filed by the Applicant on April 3, 2006 and the Determination of No Hazard to Air Navigation was issued by the FAA on April 28, 2006. Both documents are attached as **Exhibit F**. The Kentucky Airport Zoning Commission Application for Permit to Construct or Alter a Structure was filed by the Applicant on April 6, 2006 and the Approval of Application was issued on May 18, 2006. Both documents are attached as **Exhibit F**.
- 9. The WCF has been registered with the Federal Communications Commission pursuant to applicable federal requirements. A copy of the registration is attached as **Exhibit G**. Appropriate FCC required signage will be posted on the site.
- 10. A geotechnical engineering report was performed at the WCF site by Smith Management Group, of Louisville, Kentucky, dated April 2006 and is attached as **Exhibit D**. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who prepared the report is included as part of the exhibit.
- 11. Based on the review of Federal Emergency Management Agency Flood Insurance Rate Maps, the licensed, professional land surveyor has noted

in **Exhibit B** that the Flood Insurance Rate Map (FIRM) was not available for this area.

- 12. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced. Project Manager for the site is Adam Howe, of Nextel Partners, Inc.
- 13. Clear directions to the proposed WCF site from the county seat are attached as **Exhibit H**, including the name and telephone number of the preparer. A copy of the lease for the property on which the tower is proposed to be located is also attached as **Exhibit H**.
- 14. Applicant has attempted to notify every person of the proposed construction who, according to the records of the Washington County Property Valuation Administrator, owns property which is within 500 feet of the proposed tower or is contiguous to the site property, by certified mail, return receipt requested. \*\*(Note: An attempt to notify a property owner went unclaimed although several attempts were made by the USPS) Applicant included in said notices the docket number under which the Application will be processed and informed each person of his or her right to request intervention. A list of the property owners who received notices is attached as **Exhibit I**. Copies of the certified letters sent to the referenced property owners along with the copies of the returned receipts are attached as **Exhibit I**.
- 15. Applicant has notified the Washington County Judge Executive, by certified mail, return receipt requested, of the proposed construction. The notice included the docket number under which the Application will be processed and informed said person of his right to request intervention. A copy of the notice with a copy of the return receipt is attached as **Exhibit J**.

- 16. Pursuant to 807 KAR 5:063, Applicant affirms that two notice signs measuring at least two feet by four feet in size with all required language in letters of required height have been posted in a visible location on the proposed site and on the nearest road. A copy of the sign is attached as **Exhibit K**. Such signs shall remain posted for at least two weeks after filing the Application. Notice of the proposed construction has been posted in a newspaper of general circulation in the county in which the construction is proposed (The Springfield Sun).
- 17. The site of the proposed WCF is located in a relatively undeveloped area near Springfield, Kentucky.
- 18. Applicant has considered the likely effects of the proposed construction on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate service to the area can be provided. Applicant carefully evaluated locations within the search area for co-location opportunities and found no suitable towers or other existing structures that met the requirements necessary in providing adequate service to the area. Applicant has attempted to co-locate on towers deigned to host multiple wireless service providers' facilities or existing structures, such as a telecommunications tower or another suitable structure capable of supporting the utility's facilities.
- 19. A map of the area in which the proposed WCF is located, that is drawn to scale and that clearly depicts the search area in which a site should, pursuant to radio frequency requirements, be located is attached as **Exhibit L**. A map that is drawn to scale, that shows the location of all existing antenna towers and general position of proposed construction sites for new antenna towers is attached as **Exhibit E**.

- 20. No reasonably available telecommunications tower, or other suitable structure capable of supporting the Applicant's facilities which would provide adequate service to the area exists.
- 21. Correspondence and communication with regard to this Application should be directed to:

Todd R. Briggs Briggs Law Office, PSC 17300 Polo Fields Lane Louisville, KY 40245 (502) 254-9756 briggslo@bellsouth.net

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

Respectfully submitted,

Todd R. Briggs

Briggs Law Office, PSC 17300 Polo Fields Lane Louisville, KY 40245

Telephone 502-254-9756

Attorney for Nextel WIP Lease Corp.

#### LIST OF EXHIBITS

Exhibit A Certificate of Authorization

Exhibit B Site Development Plan and Survey

Exhibit C Vertical Tower Profile and Construction Plans

Exhibit D Foundation Design and Geotechnical Report

Exhibit E Competing Utilities List and Map of Like Facilities

Exhibit F FAA Application and Approval

KAZC Application and Approval

Exhibit G FCC License Documentation

Exhibit H Directions to Site and Copy of Lease Agreement

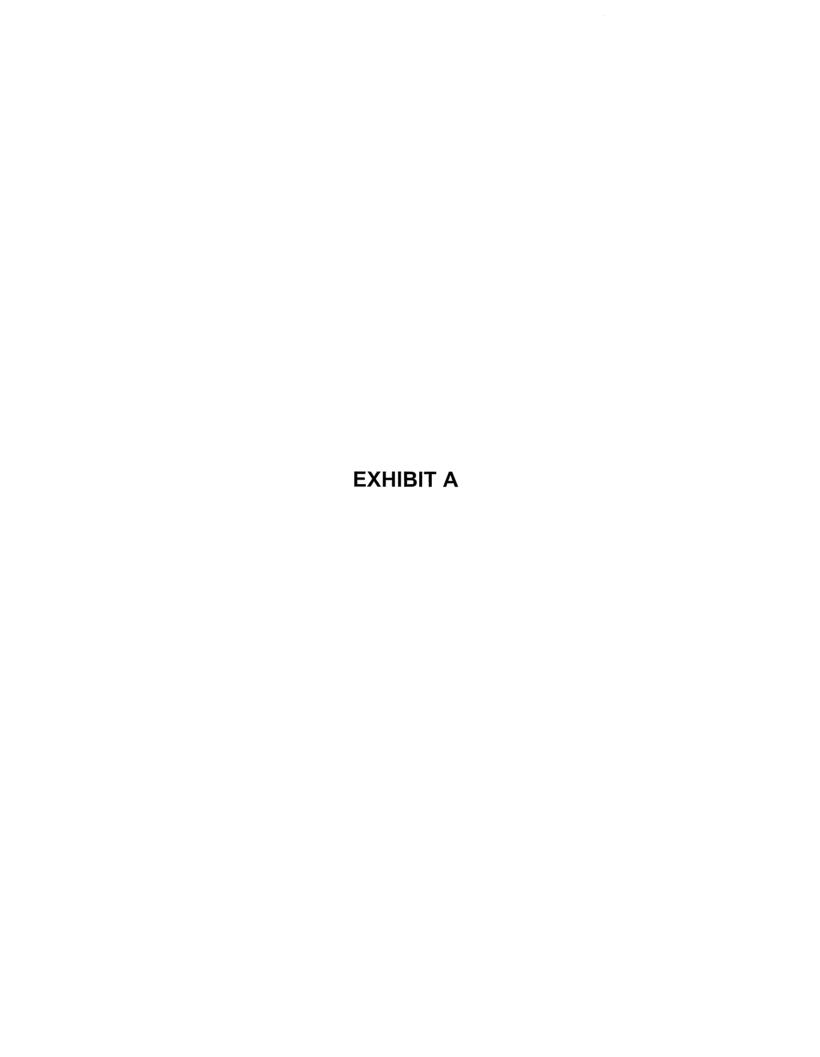
Exhibit I Notification Listing and Copy of Property Owner

**Notifications** 

Exhibit J Copy of County Judge Executive Notice

Exhibit K Copy of Posted Notices

Exhibit L Map of Search Area



# Commonwealth of Kentucky Trey Grayson Secretary of State

#### **Certificate of Authorization**

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

#### NEXTEL WIP LEASE CORP.

, a corporation organized under the laws of the state of Delaware, is authorized to transact business in the Commonwealth of Kentucky, and received the authority to transact business in Kentucky on August 27, 1999.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that an application for certificate of withdrawal has not been filed; and that the most recent annual report required by KRS 271B.16-220 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 8th day of February, 2006.

Certificate Number: 26704

Jurisdiction: Briggs Law Office, PSC

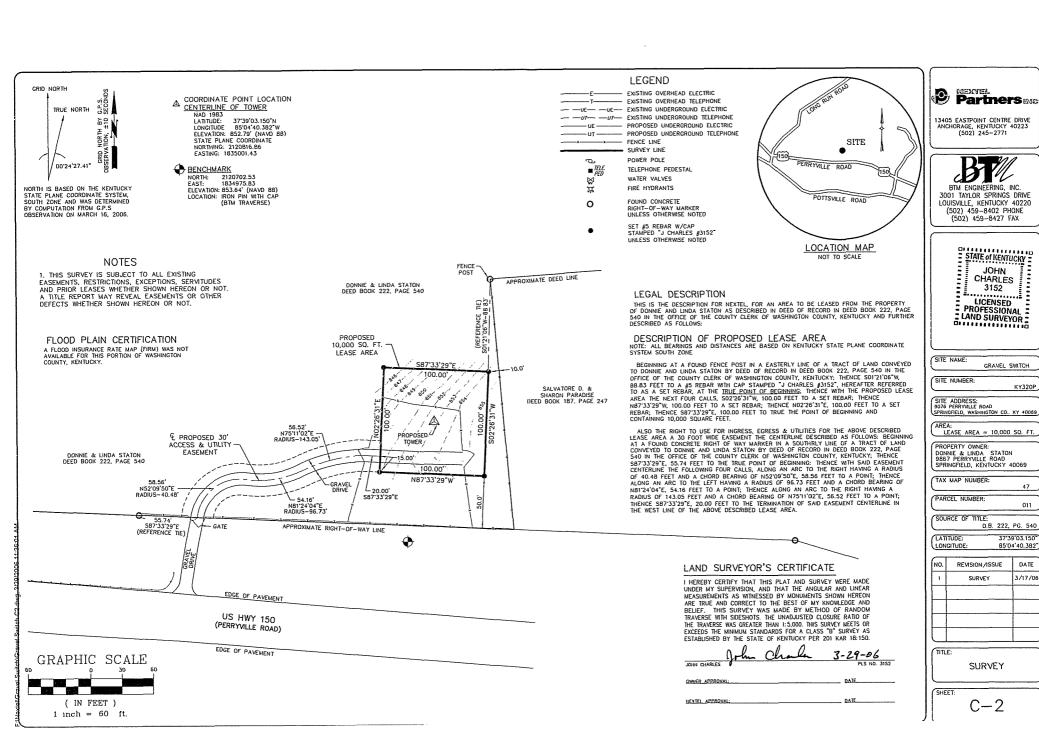
Visit http://apps.sos.ky.gov/business/obdb/certvalidate.aspx\_to\_validate the authenticity of this

certificate.



Trey Grayson Secretary of State Commonwealth of Kentucky 26704/0479468





KY320P

47

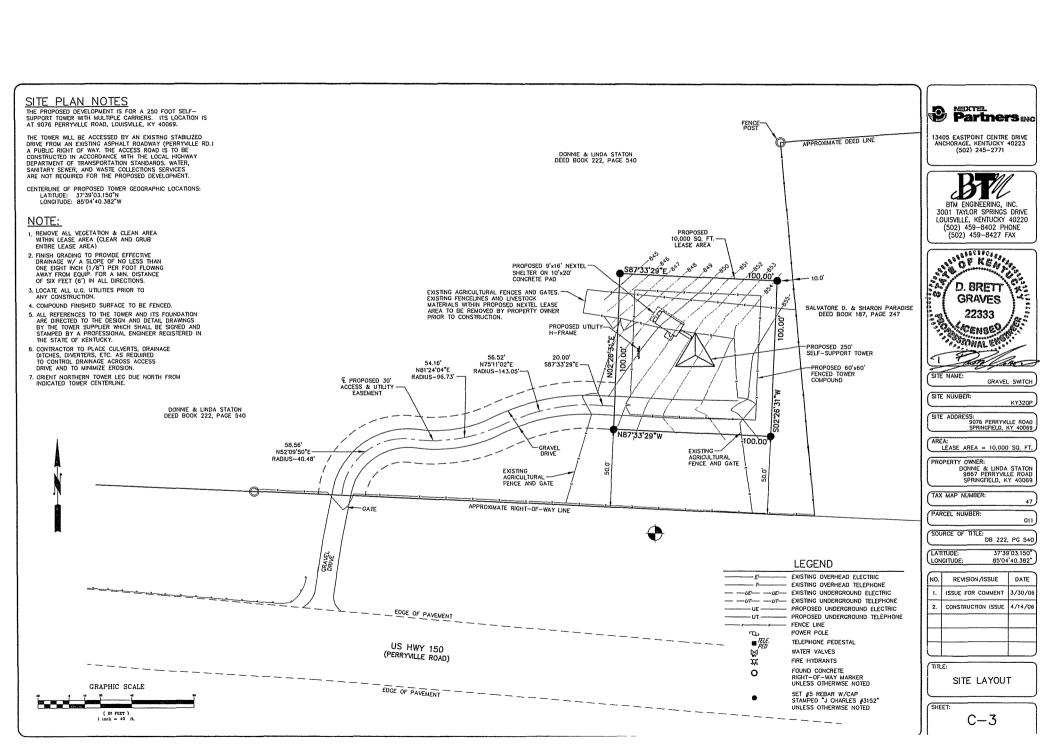
011

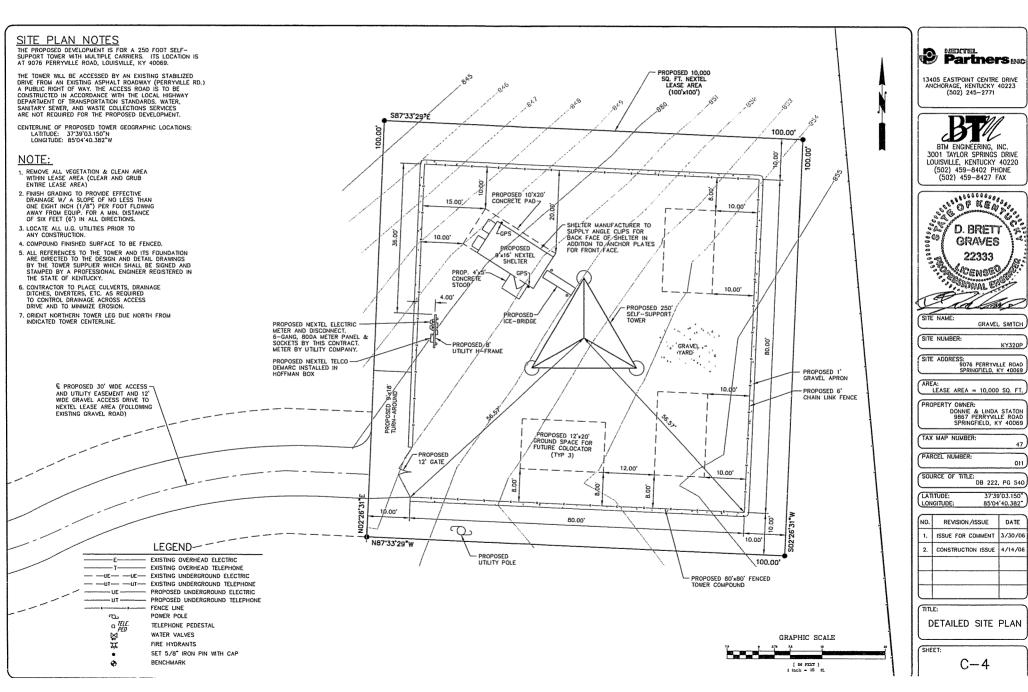
37'39'03.150"

85'04'40.382"

DATE

3/17/06

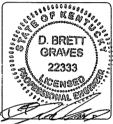






BTM ENGINEERING, INC.

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



GRAVEL SWITCH

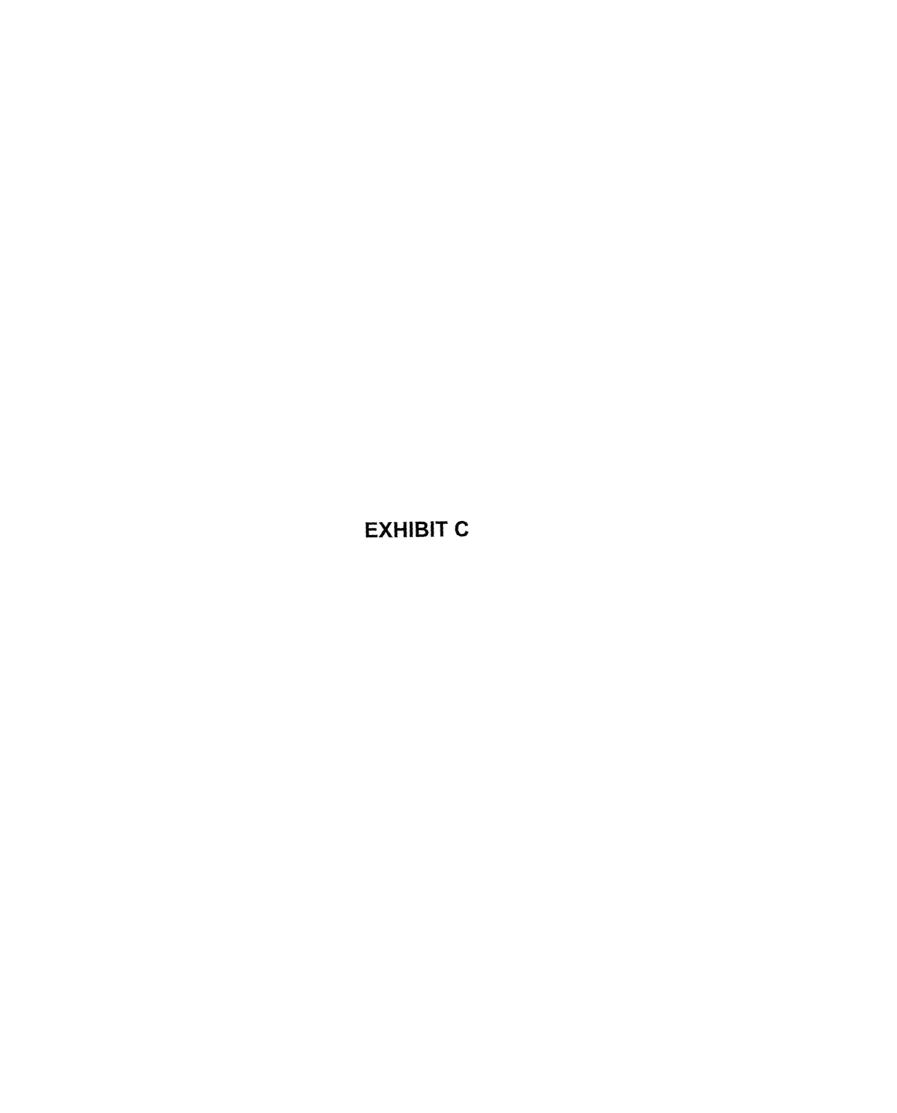
DB 222, PG 540

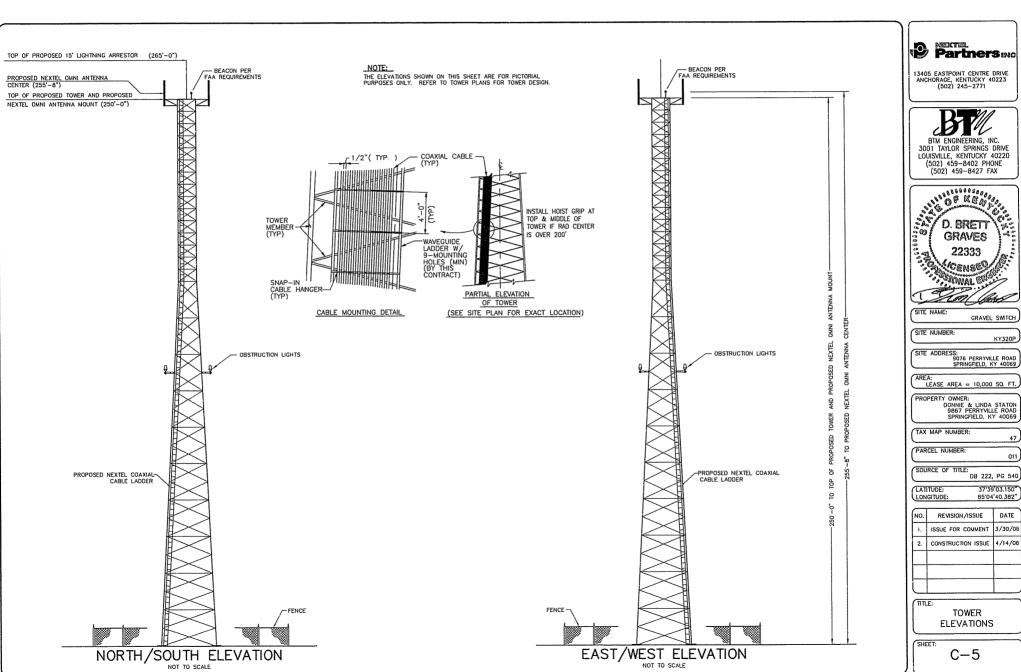
011

37'39'03.150"

85'04'40,382" DATE

3/30/06 CONSTRUCTION ISSUE 4/14/06





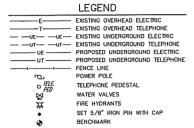






011

DATE 3/30/08 CONSTRUCTION ISSUE 4/14/06



#### GENERAL NOTES: EROSION CONTROL

- SILT CONTROL MEASURES SHALL BE MAINTAINED IN GOOD OPERATING CONDITION THROUGHOUT THE CONSTRUCTION PERIOD.
- CONSTRUCTION ACCESS SHALL BE CONTROLLED AT GRAVELLED DRIVES TO PREVENT CONSTRUCTION VEHICLES FROM TRACKING MUD ONTO ADJACENT ROADWAYS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ENTRACES FREE FROM MUD, DIRT, DEBRIS, ETC.
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACEMENT OF SOIL EROSION CONTROL MEASURES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE DEVICES DURING THE GRADING AND CONSTRUCTION PERIOD AND UNTIL SUCH TIME AS THE VEGETATIVE COVER HAS BECOME ESTABLISHED.
- 4. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES AS REQUIRED BY THE OWNER'S ENGINEER TO PROTECT EXISTING PLANT MATERIAL UNLESS OTHERWISE DESIGNED FOR REMOVAL.
- TOPSOIL SHALL BE STRIPPED, STORED AND ADEQUATELY PROTECTED FROM EROSION ON SITE BEFORE USE FOR FINAL GRADING.
- 6. ADJUSTMENTS AND/OR ADDITIONS TO THE PLACEMENT OF EROSION CONTROL MEASURES MAY BE NECESSARY IN THE FIELD. THIS SHALL BE DONE BY THE CONTRACTOR AT THE DIRECTION OF THE OWNER OR THE OWNER'S ENGINEER.
- SILT BASINS AND CHECK DAMS SHALL BE CLEANED OUT AND MAINTAINED AS NECESSARY TO FUNCTION EFFICIENTLY.
- 8. SILT CONTROLS SHALL BE INSTALLED PRIOR TO CONSTRUCTION AND SHALL BE ADEQUATE TO MAINTAIN SEDIMENT ON SITE. ANY MODIFICATIONS TO SILT CONTROLS SHOWN ON THE APPROVED PLANS AS A RESULT OF ACCUPIAL FIELD CONDITIONS OR CONSTRUCTION PRACTICES SHALL BE INSTALLED IN ACCORDANCE WITH BEST MANAGEMENT PRACTICES PER THE E.P.A.'S 1992 "STORM WATER MANAGEMENT FOR CONSTRUCTION ACTIVITIES" MANUAL.

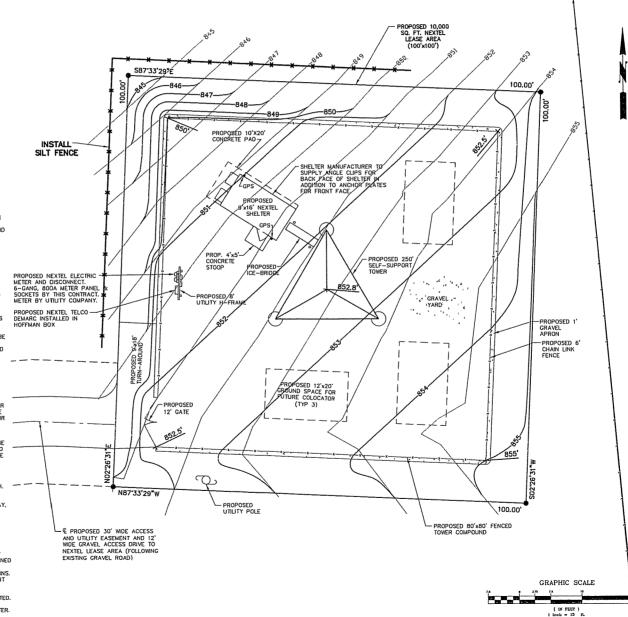
#### GENERAL NOTES: EXCAVATION & GRADING

- CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC MATERIAL. IF CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC MARTINE. IT SOUND SOIL IS NOT REACHED AT THE DESIGNATED EXCAVATION DEPTH, THE UNSANISFACTORY SOIL SHALL BE EXCAVATED TO ITS FULL DEPTH AND EITHER BE REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION BE FILLED WITH CONCRETE OF THE SAME QUALITY SPECIFIED FOR
- ANY EXCAVATION OVER THE REQUIRED DEPTH SHALL BE FILLED WITH EITHER MECHANICALLY COMPACTED GRANULAR MATERIAL OR CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION. CRUSHED STONE MAY BE USED TO STABILIZE THE BOTTOM OF THE EXCAVATION. STONE, IF USED, SHALL NOT BE USED AS COMPILING CONCRETE THICKNESS.
- 3. AFTER COMPLETION OF THE FOUNDATION AND OTHER CONSTRUCTION BELOW GRADE, AND BEFORE BACKFILLING, ALL EXCAVATIONS SHALL BE CLEAN OF UNSUITABLE MATERIAL SUCH AS VEGITATION, TRASH, DEBRIS, AND SO FORTH.
- BACKFILLING SHALL:

  -BE APPROVED MATERIALS CONSISTING OF EARTH, LOAM, SANDY CLAY,
  SAND AND GRAVEL, OR SOFT SHALE;

  -BE FREE FROM CLODS OR STONES OVER 2½\* MAXIMUM DIMENSION;

  -BE PLACED IN 6\* LAYERS AND COMPACIED TO 95% STANDARD
- PROCTOR EXCEPT IN GRASSED/LANDSCAPED AREAS, WHERE 90% STANDARD PROCTOR IS ACCEPTABLE. CONTRACTOR SHALL PROVIDE A 3rd PARTY COMPACTION TEST TO VERIFY COMPACTION.
- 5. PROTECT GRAVEL SURFACING AND SUB-GRADE IN AREAS WHERE EQUIPMENT LOADS WILL OPERATE. USE PLANKING OR OTHER SUITABLE MATERIALS DESIGNED TO SPREAD EQUIPMENT LOADS. REPAIR DAMAGE TO GRAVEL SURFACING OR SUB-GRADE WHERE SUCH DAMAGE IS DUE TO THE CONTRACTOR'S OPERATIONS. DAMAGED GRAVEL SURFACING SHALL BE RESTORED TO MATCH THE ADJACENT UNDAMAGED GRAVEL SURFACING AND SHALL BE OF THE SAME THICKNESS.
- 6. ALL CUT AND FILL SLOPES SHALL BE 2:1 MAXIMUM, UNLESS OTHERWISE NOTED
- 7. ENSURE POSITIVE DRAINAGE FROM SITE AT ALL TIMES. AVOID TRAPPING WATER.

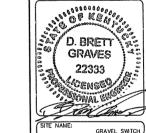




13405 EASTPOINT CENTRE DRIVE ANCHORAGE, KENTUCKY 40223 (502) 245-2771



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



GRAVEL SWITCH

KY320P

011

SITE NUMBER:

SITE ADDRESS: 9076 PERRYMILE ROAD SPRINGFIELD, KY 40069

LEASE AREA = 10,000 SQ. FT.

PROPERTY OWNER: DONNIE & LINDA STATON 9867 PERRYVILLE ROAD SPRINGFIELD, KY 40069

TAX MAP NUMBER

PARCEL NUMBER:

SOURCE OF TITLE:

DB 222, PG 540

37'39'03.150" LONGITUDE: 85'04'40.382"

NO.	REVISION/ISSUE	DATE
1.	ISSUE FOR COMMENT	3/30/06
2.	CONSTRUCTION ISSUE	4/14/06

TITLE: GRADING AND SEDIMENT CONTROL PLAN

SHEET

C-6

- DRAWNGS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE DIAGRAMMATIC ONLY. THE WORK INDICATED ON THE DRAWNGS SHALL INCLIDE FURNISHING MATERIALS, EQUIPMENT AND APPURENANCS, AND LABOR RECESSARY TO COMPLETE THE WORK. VERIFY ALL EQUIPMENT LOCATIONS WITH CONSTRUCTION MANAGER.
- PROR TO SUBMITING A BID, THE CONTRACTOR SHALL WIST THE JOB SITE AND BECOME FAMILIAR WITH ALL CONDITIONS AFFECTING THE PROPOSED PROJECT, INCLUDING DEMOLITION, MECHANICAL AND ELECTRICAL MISTALLATIONS AND SHALL ADJAST BID ACCORDINGLY.
- CONTRACTOR SHALL VERFY ALL FIELD CONDITIONS AND DIMENSIONS ON THE JOB SITE AND CONFIRM THAT WORK AS INDICATED ON THE CONSTRUCTION DOCUMENTS (ALSO NYJOWA AS CONSTRUCTION PLANS) CAN BE ACCOMPUSHED AS SHOWN BEFORE PROCEEDING.
- 4. NOTEY CONSTRUCTION MANAGER OF ANY MAJOR DISCREPANCY REGARDING THE CONTRACT DOCUMENTS, EXISTING CONDITIONS, AND/OR DESIGN INTENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THIS CLARIFICATION PRIOR TO PROCEEDING WITH THE WORK OR RELATED WORK IN QUESTION.
- 5. INSTALL ALL EQUIPMENT AND MATERIALS PER MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY OTHERWISE INDICATED, OR WHERE LOCAL CODES OR REQUILATIONS TAKE PRECEDENCY.
- CONTRACTOR SHALL VISIT JOB SITE TO REVIEW SCOPE OF WORK AND EXISTING SITE CONDITIONS INCLUDING, BUT NOT LIMITED TO, MECHANICAL SERVICE, ELECTRICAL SERVICE AND OVERALL CORDINATION.
- ALL TELEPHONE/RADIO EQUIPMENT LAYOUT, SPECIFICATIONS, PERFORMANCE, INSTALLATION AND THEIR FINAL LOCATION ARE TO BE APPROVED BY CONSTRUCTION MANAGER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH THE WORK AND CLEARANCE REQUIRED BY OTHERS RELATED TO SAID EQUIPMENT.
- ALL WORK PERFORMED AND MATERIALS SHALL MEET THE HIGHEST TRADE STANDARDS. AS A MINIMUM STANDARD, CONFORM WITH ALL APPLICABLE CODES, REGULATIONS AND GROWNANCES, HAVING JAIRSBOCTION. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY BEARING ON THE PERFORMANCE OF THE WORK.
- ELECTRICAL SYSTEMS SHALL BE INSTALLED PER N.E.C. AND IN ACCORDANCE WITH ALL
  APPLICABLE UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES,
  ORDINANCES AND APPLICABLE REGULATIONS.
- 10. CONTRACTOR SHALL PROVIDE CONTINUOUS SUPERVISION WHILE ANY SUB-CONTRACTORS OR WORKUEN ARE ON THE JOB STE AND SHALL SUPERVISE AND DIRECT ALL WORK. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MACHINA, ELENDOS, ELEMONOUS, SEQUENCES AND PROCEDURES, AND COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
- 11. CONTRACTOR SHALL PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A108C WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT AREA DURING CONSTRUCTION.
- 12. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH INTERHATIONAL BUILDING CODE (IBC) 2003. EDITION, ALONG MITH 2003 LIPE, LIME, AND DITE 2003 NECC. CONTRACTOR SHALL ENGINE AND AN AGE THAT ARE TO REMAIN, CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY OCCUR DURING CONSTRUCTION.
- SEAL ALL PENETRATIONS THROUGH FIRE RATED AREAS WITH U.L. LISTED OR F.M. APPROVED MATERIALS. DETAILS AND SCHEMATICS PROPOSE TO SHOW END RESULT OF THE DESIGN.
- 14. MINOR MIGOIFICATIONS MAY DEEM TO BE NECESSARY TO SUIT JOB CONDITIONS AND DIMENSIONS. SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
- 15. VERIFY ALL FINAL EQUIPMENT LOCATIONS WITH OWNERS REPRESENTATIVE
- 16. DIMENSIONS ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED

CONCRETE ANCHOR 4 REO'D, PER BUILDING

0

CONNECTION DETAIL FRONT

- 17. CLEANUP MUS SMETT: WEEP PROJECT AREA CLEAN HAZARD FREE. AND DISPOSE OFALIBRY. DEBBS. RUBBESH AND EQUIPANT REGIONS ON ONT STSCRIPED TO REMAIN THE PROPERTY OF THE OWNER, ETC. LEAVE PREMISES IN A VACUUM AND BROOM CLEAN CONTINON: FREE FROM PAINT SPOTS, DUST, OR SMOURCES OF ANY NATURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL SYSTEMS EQUIPMENT IN A CLEAN WORKING ORDER UNTIL ACCEPTANCE OF THE PROJECT BY PROJECT HAMAGER.
- 18. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REDLINING THE CONSTRUCTION FLANS TO ILLUSTRATE THE AS-EULI COMMITTON OF THE SITE. THIS WILL BE DONE AFTER THE SITE HAS BEEN AWARDED THE FINAL INSPECTION.
- GENERAL CONTRACTOR IS RESPONSIBLE FOR CLEANING & WAXING SHELTER FLOORS AFTER ALL EQUIPMENT HAS BEEN INSTALLED.
- 20. CONTRACTOR IS RESPONSIBLE FOR PROMOTING A TRASH RECEPTACLE AND A PORTABLE TOILET AT THE SITE FOR THE DURATION OF CONSTRUCTION.
- 21. THE NEXTEL SHELTER SHALL NOT BE USED FOR STORAGE OF TOOLS, EQUIPMENT, ETC., BY ANY CONTRACTORS OR SUB-CONTRACTORS.
- 22. THE CONTRACTOR WILL BE RESPONSIBLE FOR PICKING TRASH DAILY AND REMOVING ITS ACCUMULATION FROM THE CONSTRUCTION SITE. THE CONTRACTOR WILL BE REQUIRED TO PROVIDE A TRASH BIN TO BE ON SITE FROM THE START OF CONSTRUCTION UNIT. RELEASED BY NEXTER.

-1" X 2" UNC BOLT B REQ'D. PER BUILDING

12" X 12" X 1/4" TIE DOWN PLATE 4 REQ'D. PER BUILDING

FOUNDATION

- 1. CONFIRM SURVEY STAKES AND SET ELEVATIONS PRIOR TO ANY CONSTRUCTION
- THE COMPLETE ROAD AND SITE AREA WILL BE GRUBBED PRIOR TO FOUNDATION CONSTRUCTION OR PLACEMENT OF BACKFILL OR SUB-BASE MATERIAL.
- PRIOR TO OTHER EXCAVATION AND CONSTRUCTION EFFORTS GRUB ORGANIC MATERIAL TO A MINIMUM OF SIX (6) INCHES BELOW ORIGINAL GROUND LEVEL.
- UNLESS OTHERWISE INSTRUCTED BY CONSTRUCTION MANAGER TRANSPORT ALL REMOVED TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.
- 5. CONSTRUCT TEMPORARY CONSTRUCTION ZONE ACCESS DRIVE.
- 6. THE SITE AREA WILL BE BROUGHT TO SUB-BASE COURSE ELEVATION AND THE ACCESS ROAD TO BASE COURSE ELEVATION PRIOR TO FORMING FOUNDATION.
- 7. APLY SOLL STRULTER PRIOR TO PLACING BASE MATERIALS.
  SOLL STRULTERS
  TOTAL KILL PRODUCT 910 EPA 10292-7
  PHASAR CORPORATION
  P. O. BOX 5123
  CEARGORN, MI 49128 TEL 313 563-8000

AMBUSH HERBICIDE — EPA REGISTERED FRAMAR INDUSTRIAL PRODUCTS 1435 MORRIS AVENUE UNION, NJ 07083 TEL 800 526-4924

- SOIL STERILIZER SHALL BE EPA REGISTERED OF LIQUID COMPOSITION AND OF PRE EMERGENCE DESIGN AND APPLIED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
- GRADE, SEED, FERBUZE AND MULCH DISTURBED AREAS IMMEDIATELY AFTER BRINGING SITE AND ACCESS ROAD TO BASE COURSE ELEVATION, WATER TO INSURE GROWTH.
- 10. DISTURBED AREAS WILL REFLECT GROWTH OF NEW GRASS COVER PRIOR TO FINAL INSPECTION.
- SEED FERTILIZER AND STRAW COVER SHALL BE APPLIED TO ALL OTHER DISTURBED AREAS, DITCHES, AND DRAINAGE SWALES NOT OTHERWISE RIPRAPPED.
- REMOVE GRAVEL FROM TEMPORARY CONSTRUCTION ZONE TO AN AUTHORIZED AREA OR AS DIRECTED BY CONSTRUCTION MANAGER.
- 13. AFTER COMPLETION OF CONSTRUCTION BUT PRIOR TO THE FINAL PUNCH LIST INSPECTION, APPLY THREE (3) INCHES OF 3/4 INCH CRUSHED & WASHED STONE (OR MATCH EMSTING ON CO-LOCATE SITES) TO ALL GRAVELD AREAS (REFER TO GRAVEL PARKENT) DETAIL).
- 15. CONTRACTOR SHALL PROVIDE 80 DAY WEED CONTROL ON THE INSIDE OF COLOROUND ONLY, UTILIZING GROUND STEMLART OF POWCE SLOT AS FRANKING, 25% MITH SAHARA, THIS INSTRUCTION OF REPURES TO ALL BUILDS (RAW LAND AND CO-LOCATION). CLOSEOUT BINDER DOCUMENTATION IS REQUIRED.
- 16. ROAD AND SITE MATERIALS AND CONSTRUCTION PRACTICES SHALL CONFORM TO KENTUCKY TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION.
- THE CONTRACTOR SHALL REPAIR ALL AREAS DAMAGED DURING CONSTRUCTION, BACK AS CLOSE TO ORIGINAL AS POSSIBLE.
- 18. IF UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED THEY SHALL BE BROUGHT TO THE ATTENTION OF THE CONSTRUCTION MANAGER AND WHERE POSSBILE STABILIZED WITH MIRAFI-600X FABRIC OR EQUIVALENT PRIOR TO PLACEMENT OF FILL OR BASE MATERIA.
- ELEVATIONS FOR SITE AND ACCESS ROAD ARE TO BE CALCULATED FROM FINISHED GRADES OR SLOPES INDICATED.
- 20. THE ACCESS ROAD SHALL BE BROUGHT TO BASE COURSE ELEVATION PRIOR TO FOUNDATION CONSTRUCTION TO PERMIT USE, COMPACTION AND OBSERVATION DURING CONSTRUCTION OF THE SITE.
- 21. AVOID CREATING DEPRESSIONS WHERE WATER MAY POND.
- 23. WHEN IMPROVING AN EXISTING ACCESS ROAD, GRADE THE EXISTING ROAD TO REMOVE ANY ORGANIC MATTER AND SMOOTH THE SURFACE BEFORE PLACING FILL OR STONE.
- 24. PLACE FILL OR STONE IN SIX INCH MAXIMUM LIFT AND COMPACT BEFORE PLACING NEXT LIFT
- 25. THE FINISH GRADE, INCLUDING TOP SURFACE COURSE, SHALL EXTEND A MINIMUM OF ONE FOOT BEYOND THE SITE FENCE AND SHALL COVER THE AREA AS INDICATED.
- 26. RIPRAP SHALL BE APPLIED TO THE SIDES OF DITCHES OR DRAINAGE SWALES
- 27. RIPRAP ENTIRE DITCH FOR SIX FEET IN ALL DIRECTIONS AT CULVERT OPENINGS.
- CENERAL CONTRACTOR IS TO COORDINATE CONCRETE TESTING AND PROVIDE CONCRETE BREAK TEST RESULTS. CONTRACTOR IS RESPONSIBLE FOR ALL EXPENSES ASSOCIATED WITH CONCRETE TESTING.

**D** 

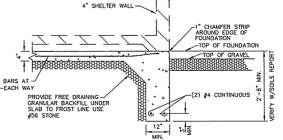
1

3

CONNECTION DETAIL ISOMETRIC

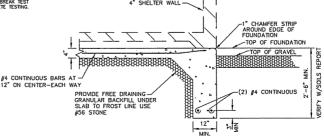
## 20'-0" (240") (2) #4 REINFORCING 12" C/C 3" CLEAR MINIMUM - CONT. #4 CONTINUOUS BARS AT 12" ON CENTER-EACH WAY (3) #4 BARS, 8" MIN. -EMBEDED. EPOXY WITH HILTI HY150 4"x8"x½" KOROLATH BEARING SHIM TYPICAL LOCATE STOOP IN FRONT OF SHELTER DOOR. MATCH PAD ELEVATION 4'-0" x 5'-0" x 6' 3 - #4 BARS EACH CONCRETE STOOP %" CHAMFER ON EDGES PLAN VIEW

- 1. 30° DEPTH IS REQUIRED BETWEEN FINAL GRADE AND BOTTOM OF FOOTING. IF LOCAL FROST DEPTH IS GREATER THAN 30°, A DEEPER FOOTING WILL BE REQUIRED.
- 2. THIS FOUNDATION IS DESIGNED FOR 2000 PSF ALLOWABLE SOIL BEARING CAPACITY
- 3. SLAB TOLERANCE IS ±1/2"
- 4. EXPANSIVE SOILS (CLAY) MAY REQUIRE SPECIAL CARE AT POINTS WHERE RIGID CONNECTIONS ARE MADE TO THE BUILDING (I.E. UNDERGROUND CONDUIT FEEDS, RIGID WAVEGUIDE, BRIDGES, ETC) TO ALLOW FOR DIFFERENTIAL MOVEMENT DUE TO SETTLEMENT OR EXPANSION OF SOIL. ADEQUATE DRAINAGE WILL LESSEN THIS EFFECT.
- 5. ALL REBAR IS GRADE 40 MINIMUN
- 6. W6.5 AS SPECIFIED FOR WWF HAS 0.288" DIAMETER.
- 7. WWF IS 60 KSI MINIMUM
- 8. OVERLAP SPLICES ARE ALLOWED FOR REINFORCING BAR, USE 18" MINIMUM LAP.
- 9. ALL REQUIRED TIE DOWN PLATES, SHIMS, BOLTS, AND ANCHORS SHALL BE PLACED INSIDE SHELTER PRIOR TO SHIPMENT FROM MANUFACTURER.



FOUNDATION BEAM DETAIL

TURNED DOWN EDGE MUST BEAF ON NATURAL GRADE OR COMPACTED RE: SOILS REPORT FOR



CONNECTION DETAIL SIDE ANCHOR DETAILS

1" X 2" UNC BOLT 2 REQ'D. PER PLATE

12" X 12" X 1/4" THE DOWN PLATE

Pariners inc

13405 EASTPOINT CENTRE DRIVE ANCHORAGE, KENTUCKY 40223 (502) 245-2771

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



GRAVEL SWITCH

KY320P

SITE ADDRESS:
9076 PERRYVILLE ROAD
SPRINGFIELD, KY 40069

LEASE AREA = 10,000 SQ. FT.

PROPERTY OWNER: DONNIE & LINDA STATON 9867 PERRYVILLE ROAD SPRINGFIELD, KY 40069

011

TAX MAP NUMBER:

SITE NUMBER:

PARCEL NUMBER

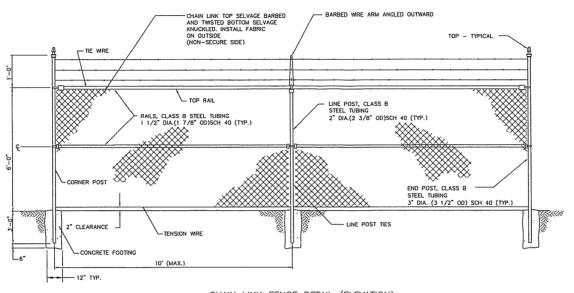
SOURCE OF TITLE:

DB 222, PG 540

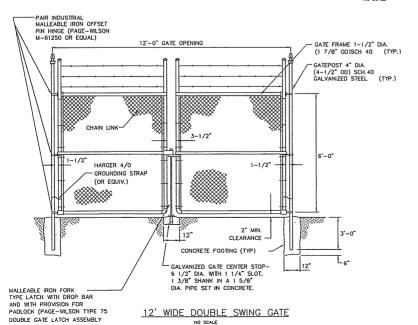
LATITUDE: 37'39'03.150 85'04'40.382" LONGITUDE:

REVISION/ISSUE ISSUE FOR COMMENT CONSTRUCTION ISSUE

GENERAL AND CONSTRUCTION NOTES



#### CHAIN LINK FENCE DETAIL (ELEVATION)



NO SCALE

OR EQUAL).

#### TYPICAL WOVEN WIRE FENCING NOTES

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

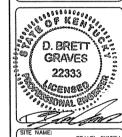
- GATE POST (4"a), CORNER, TERMINAL OR PULL POST (3"a) SCHEDULE 40 FOR GATE WIDTHS UP THRU 6 FEET OR 12 FEET FOR DOUBLE SWING GATE PER ASTM—F1083.
- 2. LINE POST: 2" (2 3/8" OD) SCHEDULE 40 PIPE PER ASTM-F1083.
- 3. GATE FRAME: 1 1/2"¢ (1 7/8" OD) SCHEDULE 40 PIPE PER ASTM-F1083.
- 4. TOP RAIL & BRACE RAIL: 1 1/2"# (1 7/8" OD) SCHEDULE 40 PIPE PER ASTM-F1083.
- 5. FABRIC: 7 GA. CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM-A392
- TIE WIRE: MINIMUM 11 GA. GALVANIZED STEEL AT POSTS AND RAILS A SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE BY HOG RINGS SPACED MAX 24" INTERVALS.
- 7. TENSION WIRE: 7 GA. GALVANIZED STEEL.
- 8. BARBED WIRE: DOUBLE STRAND 12-1/2" O.D. TWISTED WIRE TO MATCH W/ FABRIC 14 GA., 4 PT. BARBS SPACED ON APPROXIMATELY 4" CENTERS.
- GATE LATCH: 1-3/8" O.D. PLUNGER ROD W/ MUSHROOM TYPE CATCH AND LOCK.
- LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLIED IF REQUIRED.
- 11. HEIGHT = 6' VERTICAL + 1' BARBED WIRE VERTICAL DIMENSION.
- 12. PROVIDE MASTER LOCK FOR GATE AND SET COMBINATION TO 6987.
- 13. INSTALL GATE STOPS (DUCKHEADS) TO EACH SIDE OF ACCESS DRIVE.

TYPICAL WOVEN WIRE FENCING NOTES

# Partners ....

13405 EASTPOINT CENTRE DRIVE ANCHORAGE, KENTUCKY 40223 (502) 245-2771

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



GRAVEL SWITCH

SITE NUMBER:

SITE ADDRESS:
9076 PERRYVILLE ROAD
SPRINGFIELD, KY 40069

LEASE AREA = 10,000 SQ. FT.

PROPERTY OWNER: DONNIE & LINDA STATON 9867 PERRYVILLE ROAD SPRINGFIELD, KY 40069

TAX MAP NUMBER:

PARCEL NUMBER:

SOURCE OF TITLE

DB 222, PG 540

011

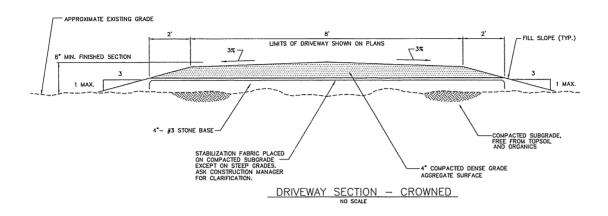
85'04'40.382" LONGITUDE:

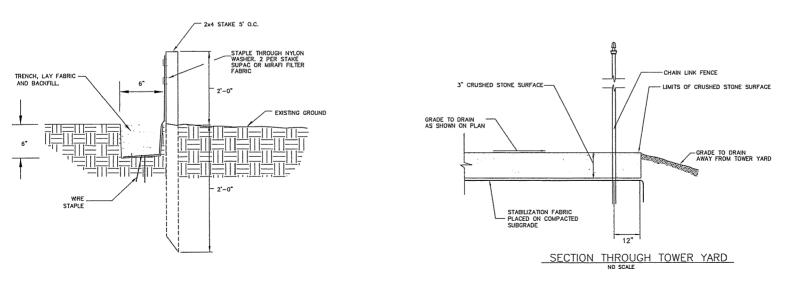
-	NO.	REVISION/ISSUE	DATE
	i.	ISSUE FOR COMMENT	3/30/06
	2.	CONSTRUCTION ISSUE	4/14/05

TITLE:

FENCE DETAILS

SHEET:

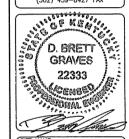






13405 EASTPOINT CENTRE DRIVE ANCHORAGE, KENTUCKY 40223 (502) 245-2771





GRAVEL SWITCH

SITE NUMBER:

SITE ADDRESS:
9076 PERRYVILLE ROAD
SPRINGFIELD, KY 40069

KY320P

47

011

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

PROPERTY OWNER:

DONNIE & LINDA STATON
9867 PERRYVILLE ROAD
SPRINGFIELD, KY 40069

TAX MAP NUMBER:

(PARCEL NUMBER:

SOURCE OF TITLE:

DB 222, PG 540

LATITUDE: 37'39'03.150" LONGITUDE: 85'04'40.382"

	NO.	REVISION / ISSUE	DATE
	1.	ISSUE FOR COMMENT	3/30/06
	2.	CONSTRUCTION ISSUE	4/14/06

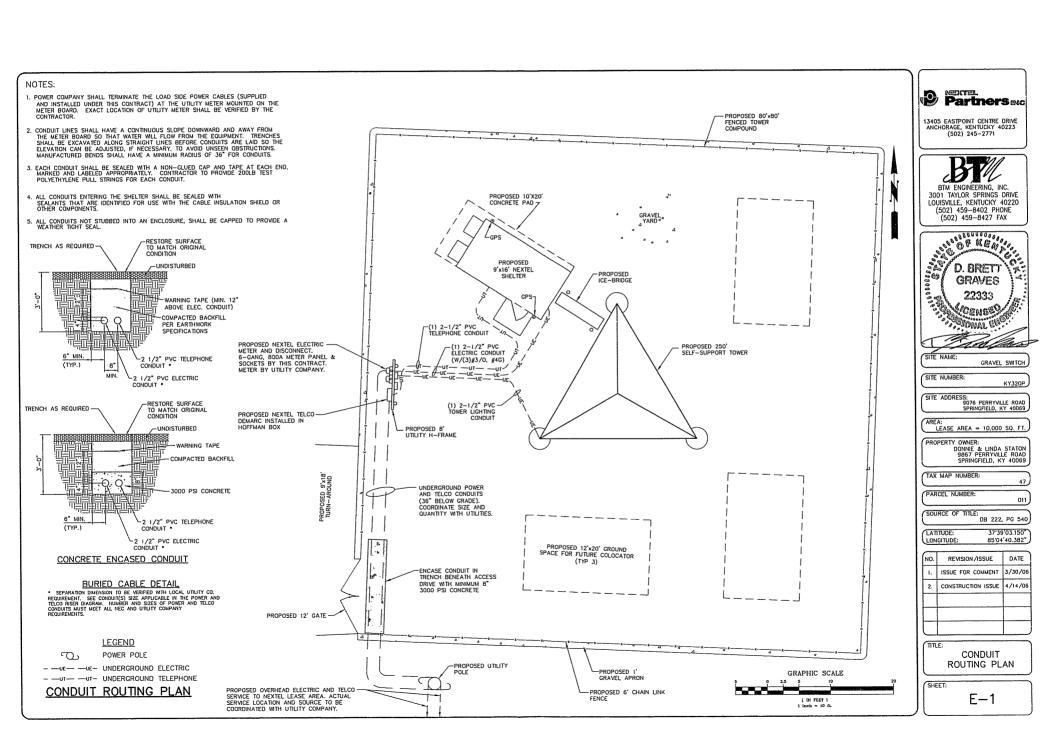
TITLE

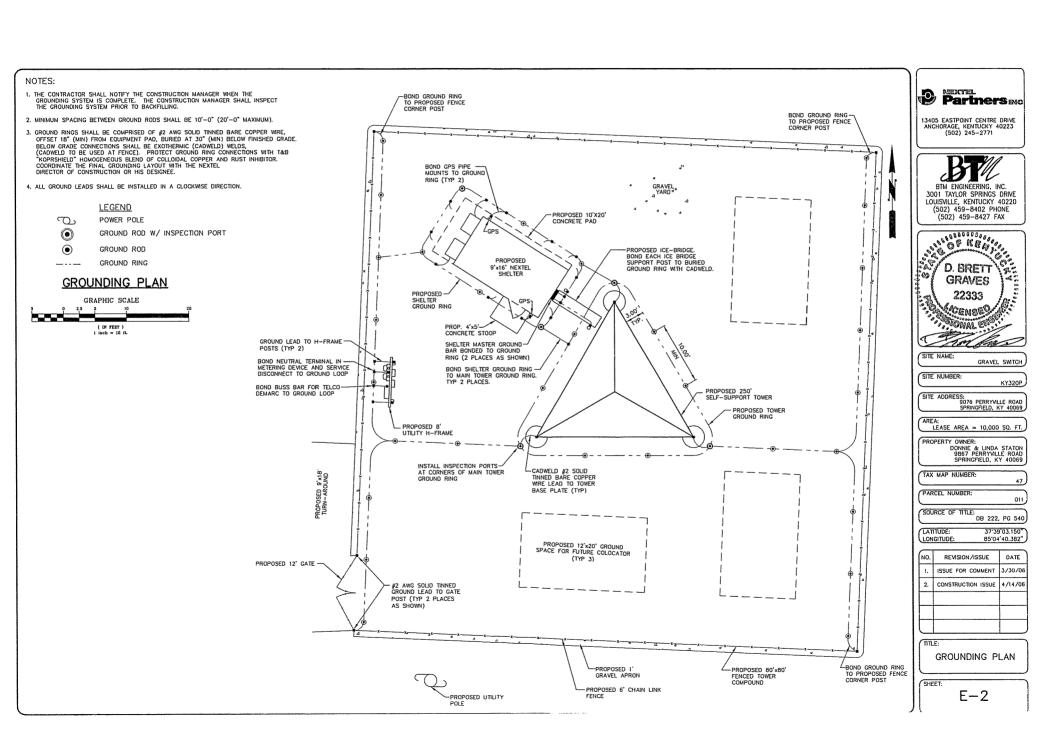
CIVIL DETAILS

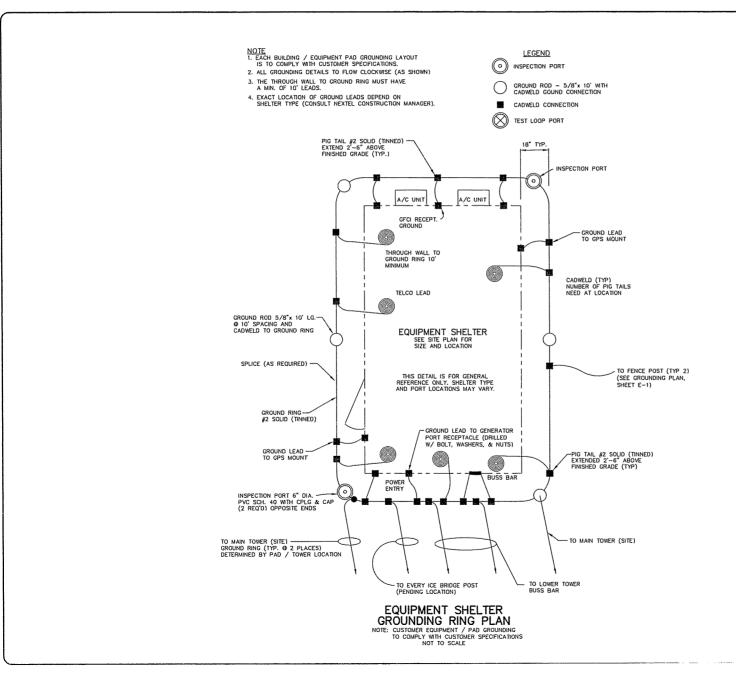
SHEET:

C-9

SILT FENCE DETAIL
NO SCALE



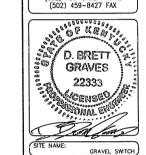






13405 EASTPOINT CENTRE DRIVE ANCHORAGE, KENTUCKY 40223 (502) 245-2771





SITE NUMBER:

KY320P SITE ADDRESS: 9076 PERRYMLE ROAD SPRINGFIELD, KY 40069

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

PROPERTY OWNER: DONNIE & LINDA STATON 9867 PERRYVILLE ROAD SPRINGFIELD, KY 40069

011

TAX MAP NUMBER:

PARCEL NUMBER

SOURCE OF TITLE:

DB 222, PG 540

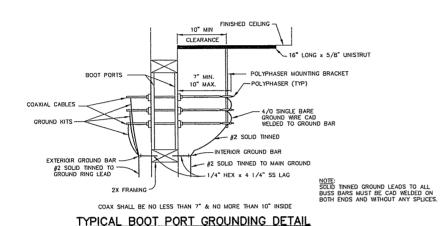
37'39'03.150" (LATITUDE: 85'04'40.382" LONGITUDE:

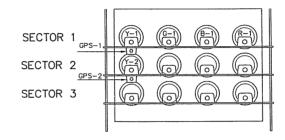
П	NO.	REVISION/ISSUE	DATE
	1.	ISSUE FOR COMMENT	3/30/06
ı	2.	CONSTRUCTION ISSUE	4/14/06

TITLE:

SITE GROUNDING PLAN

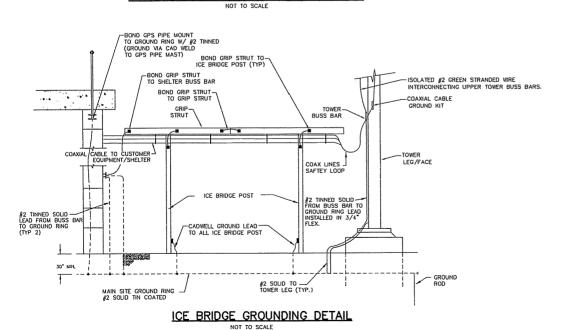
SHEET:

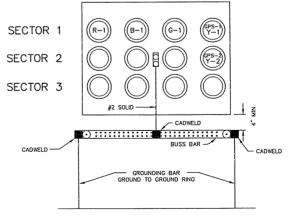




#### CABLE ENTRY PANEL

(VIEW FROM INSIDE) NOT TO SCALE





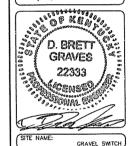
#### **BOOT PORT GROUND**

(VIEW FROM OUTSIDE SHELTER) NOT TO SCALE



13405 EASTPOINT CENTRE DRIVE ANCHORAGE, KENTUCKY 40223 (502) 245-2771





SITE NUMBER:

SITE ADDRESS: 9076 PERRYMLLE ROAD SPRINGFIELD, KY 40069

KY320P

LEASE AREA = 10,000 SQ. FT.

PROPERTY OWNER: DONNIE & LINDA STATON 9867 PERRYVILLE ROAD SPRINGFIELD, KY 40069

TAX MAP NUMBER:

PARCEL NUMBER: 011

SOURCE OF TITLE: DB 222, PG 540

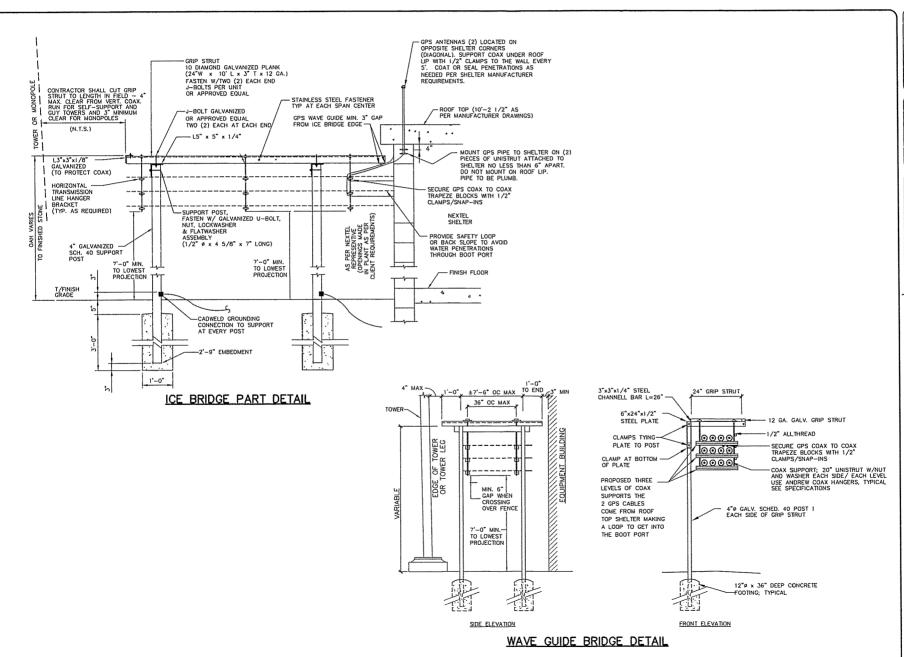
LATITUDE: 37'39'03.150" LONGITUDE: 85'04'40.382"

> DATE REVISION/ISSUE 3/30/0 ISSUE FOR COMMENT CONSTRUCTION ISSUE 4/14/08

TITLE:

ICE BRIDGE & BOOT PORT GROUNDING

SHEET:





13405 EASTPOINT CENTRE DRIVE ANCHORAGE, KENTUCKY 40223 (502) 245-2771



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



GRAVEL SWITCH

SITE NUMBER

SITE ADDRESS: 9076 PERRYVILLE ROAD SPRINGFIELD, KY 40069

LEASE AREA = 10,000 SQ. FT.

PROPERTY OWNER: DONNIE & LINDA STATON 9867 PERRYVILLE ROAD SPRINGFIELD, KY 40069

TAX MAP NUMBER:

PARCEL NUMBER

011

SOURCE OF TITLE:

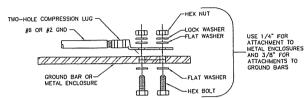
DB 222, PG 540

37'39'03.150" LATITUDE: LONGITUDE: 85'04'40.382"

	NO.	REVISION/ISSUE	DATE
	1.	ISSUE FOR COMMENT	3/30/06
	2.	CONSTRUCTION ISSUE	4/14/06
l			

ICE BRIDGE & BOOT PORT DETAILS

SHEET:

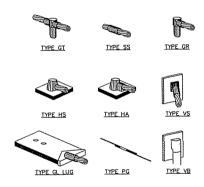


INSTALLATION NOTES

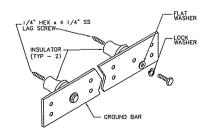
1. BOLTS, WASHERS, AND NUTS SHALL BE STAINLESS STEEL.
2. SELECT BOLT LENGTH TO PROVIDE A MINIMUM OF TWO EXPOSED THREADS.
3. BURNISH MOUNTING SURFACE TO REMOVE PAINT IN THE AREA OF LUG CONTACT.
4. APPLY ANTH-OXIDANT TO MATING SURFACE OF LUG AND WIFE CLEAN EXCESS COMPOUND.

#### GROUNDING CONNECTION TO GROUND BAR OR FLAT SURFACE

NOT TO SCALE



#### **EXOTHERMIC WELD TYPES**



1. SECURE TO INTERIOR OR EXTERIOR WALL w/ S.S. LAG AS SHOWN.
2. OMIT INSULATORS WHEN MOUNTING TO TOWERS.

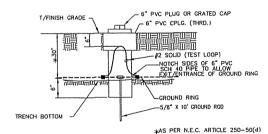
#### GROUND BAR INSTALLATION (INTERIOR)

CONTRACTOR TO VERIFY TOWER GROUNDING TO CONNECT SHELTER GROUND RING WITH TOWER GROUNDING.

#### NOTES

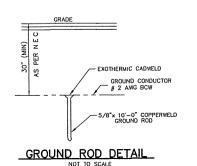
- ALL GROUNDING LEADS TO FLOW CLOCK WSE TO INSURE A SMOOTH PATH TO GROUND RING WITHOUT KINKS OR SHARP BENDS.
- CONTRACTOR SHALL UTILIZE THE "FALL OF POTENTIAL— THREE POINT MEASUREMENT METHOD" UTILIZING THE AEMC-4500 MEASURING DEVICE OR APPROVED EQUAL. ALL GROUND TESTING TO BE PERFORMED BEFORE CONNECTING TO POWER UTILITY GROUND (AND TO EXISTING GROUND RING ON CO-LOCATIONS) AND PRIOR TO ANY BACK FILLING OF GROUNDING TRENCHES. NEXTEL CONSTRUCTION MANAGER TO BE PRESENT FOR TESTING ELECTRICAL CONTRACTOR SHALL PROVIDE A MINIMUM OF TWO (2) INSPECTION PORTS FOR TESTING GROUND RESISTANCE CONTRACTOR SHALL INSTALL THE MINIMUM NUMBER OF GROUND RODS INDICATED. CONTRACTOR SHALL INSTALL ADDITIONAL GROUNDING AS REQUIRED TO ACHIEVE 5 OHMS OR LESS TO GROUND
- GROUND LEADS NOT TO BE INSTALLED BELOW THE SURFACE OF THOSE AREAS DESIGNATED FUTURE PADS OR SHELTERS.
- THE CONTRACTOR SHALL DOCUMENT MEGGER TEST RESULTS. REDLINE THE DRAWINGS FOR THE LOCATION OF ALL UNDERGROUND GROUNDING COMPONENTS AND PHOTOGRAPH WITH A DIGITAL CAMERA THE ENTIRE NEWLY INSTALLED GROUNDING SYSTEM PRIOR TO BACKFILL OF ANY OPEN TRENCHES.
- GROUND WIRES TO MONOPOLES SHALL BE CAD WELDED TO MANUFACTURERS GROUND LUG(S) ONLY. (NEVER CAD WELD DIRECTLY TO MONOPOLE STRUCTURE.)
- BUILDING / EQUIPMENT PAD GROUNDING LAYOUT IS TO COMPLY WITH CUSTOMER SPECIFICATIONS.
- ALL FINAL GROUNDING INSTALLATIONS TO BE INSPECTED BY NEXTEL FIELD PERSONNEL PRIOR TO BACKFILLING.

ANY EXCEPTIONS TO THIS BASIC GROUNDING DESIGN GUIDELINE, ROUTING DESIGN, OR MODIFICATIONS, SHALL BE DOCUMENTED AND DIMENSIONED BY THE WAY OF REDLINE DRAWINGS. IT IS THE RESPONSIBILITY OF THE SELECTED CONTRACTOR TO INSURE THE NEWLY INSTALLED GROUNDING SYSTEM MEETS THE NEXTEL STANDARD OF 5 OHMS OR LESS.



#### INSPECTION PORT DETAIL

NOT TO SCALE



# Partners INC

13405 EASTPOINT CENTRE DRIVE ANCHORAGE, KENTUCKY 40223 (502) 245-2771





SITE NUMBER

SITE ADDRESS:
9076 PERRYMLLE ROAD
SPRINGFIELD, KY 40069

LEASE AREA = 10,000 SQ. FT.

PROPERTY OWNER: DONNIE & LINDA STATON 9867 PERRYVILLE ROAD SPRINGFIELD, KY 40069

011

TAX MAP NUMBER

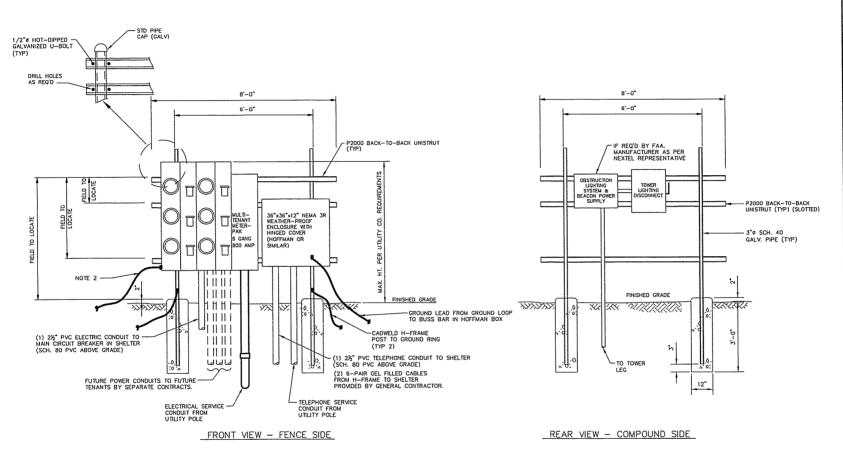
SOURCE OF TITLE:

PARCEL NUMBER

DB 222, PG 540 37'39'03 150" 85'04'40.382" LONGITUDE

REVISION/ISSUE DATE ISSUE FOR COMMENT CONSTRUCTION ISSUE 4/14/08

GROUNDING DETAILS



NOTES:

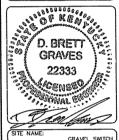
- ELECTRICAL SERVICE SHALL BE RATED 200A, 240/120V, 10, 3W. COORDINATE METER CENTER ACCEPTABILITY W/ LOCAL UTILITY COMPANY PRIOR TO ORDERING AND INSTALLATION.
- 2. CONNECT NEUTRAL TERMINAL IN METERING DEVICE TO GROUNDING ELECTRODE.
- PROVIDE GROUNDING ELECTRODE AND CONNECT TO METER AND SERVICE DISCONNECT PER NEC AND PER UTILITY COMPANY SPECIFICATIONS.
- 4. REFER TO ELECTRICAL SITE PLAN FOR CONDUIT AND WIRE REQUIREMENTS.
- ALL EQUIPMENT SHALL BE GROUNDED PER LATEST EDITION OF NEC AND AS INDICATED ON GROUNDING PLAN.
- ELECTRICAL EQUIPMENT SHALL BE MIN 3'-0" FROM ANY STRUCTURE AND AS REQUIRED BY LOCAL UTILITY COMPANIES AND AHJ.
- 7. USE NON-FUSED BREAKER FOR DISCONNECT IF ALLOWED BY CODE.

UTILITY H-FRAME



13405 EASTPOINT CENTRE DRIVE ANCHORAGE, KENTUCKY 40223 (502) 245-2771





GRAVEL SWITCH

SITE NUMBER:

KY320P SITE ADDRESS:
9076 PERRYVILLE ROAD
SPRINGFIELD, KY 40069

LEASE AREA = 10,000 SQ. FT.

PROPERTY OWNER: DONNIE & LINDA STATON 9867 PERRYVILLE ROAD SPRINGFIELD, KY 40069

TAX MAP NUMBER

PARCEL NUMBER 011

SOURCE OF TITLE: DB 222, PG 540

CLATITUDE: 85'04'40.382" LONGITUDE

l	NO.	REVISION/ISSUE	DATE
l	1.	ISSUE FOR COMMENT	3/30/06
	2.	CONSTRUCTION ISSUE	4/14/06
l			
l			
l			

TITLE:

UTILITY H-FRAME

SHEET:

#### ELECTRICAL GENERAL NOTES:

- 1. MOUNT METER CENTER ASSEMBLY ON METER CENTER BOARD STAND.
- PROVIDE 2 1/2" CONDUIT WITH PULL LINES FROM TELCO SERVICE DROP AT POLE TO TELCO BOX ON METER CENTER STAND.
- PROVIDE EQUIPMENT WITH HIGHER FAULT CURRENT AS NEEDED TO MATCH AVAILABLE FAULT CURRENT.
- 4. ALL ELECTRICAL WORK SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE (EDITION ACCEPTED BY LOCAL JURISDICTION) AND APPLICABLE LOCAL CODES.
- 5. ALL ELECTRICAL ITEMS SHALL BE U.L. APPROVED OR LISTED.
- ALL WIRES SHALL BE COPPER THHN/THWN. GROUND WIRES SHALL BE BARE TIN COATED UNLESS NOTED OTHERWISE.
- 7. CONDUCTORS SHALL BE INSTALLED IN GALVANIZED RIGID STEEL CONDUIT OR FLEXIBLE LIQUIDITIENT CONDUIT AS INDICATED ON DRAWING. SECURE AUTHORIZATION WITH BUILDING REP. ON CONDUIT ROUTING.
- 8. CONTRACTOR SHALL OBTAIN ALL PERMITS AND INSPECTIONS, PAY PERMIT FEES AND SCHEDULE INSPECTIONS.
- 9, CONTRACTOR SHALL PROVIDE ALL LABOR AND MATERIAL DESCRIBED ON THIS DRAWING, AND ALL ITEMS INCIDENTAL TO COMPLETING AND PRESENTING THIS PROJECT AS FULLY OPERATIONAL.
- 10. UNDERGROUND GROUNDING CONNECTIONS SHALL BE EXOTHERMIC CAD WELD. WELDS. CONNECTIONS TO GROUND BARS SHALL BE CAD WELD. BOND TO ALL METAL OBJECTS WITHIN 6' OF GROUNDING CONDUCTOR.
- 11. ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. VERIFY THE CONDUCTIVITY. BEND GROUNDING LEADS WITH A MINIMUM 12" RADIUS. CONTRACTOR TO PROVIDE ALL OFFSETS AND ADDITIONAL SUPPORTS AS REQUIRED AT EQUIPMENT CABINET ENTRY.

- 12. PROVIDE GROUND WIRES, BARS AND CONNECTIONS AS SHOWN ON THE GROUNDING PLAN AND GROUNDING DIAGRAM. TEST AND VERIEY THAT THE IMPEDANCE DOES NOT EXCEED 5 OHMS TO GROUND WITH THE USE OF A BIDDLE—MEGGER TESTER. GROUNDING AND OTHER OPERATIONAL TESTING SHALL BE WITHESSED BY THE OWNER'S REPRESENTATIVE.
- 13. NO 558 5/8" 10"-0" COPPERCIAD GROUND ROD SPACED AT 10" WITH CAD WELD CONNECTION TYPE "GTC-166D" (MOLD#) AND "C-130" (WELD METAL SIZE ONE PER LOCATION).
- 14. #2 SOLID WIRE BELOW GRADE TO BOND TO EACH TELEPHONE SERVICE.
- 15. #2 SOLID WIRE BELOW GRADE TO BOND TO EACH ELECTRICAL SERVICE.
- 16. #2 SOLID WIRE TO TELEPHONE SERVICE AT METER BOARD.
- 17. #1/0 COPPER WRE TO MAIN DISCONNECT SWITCH.
- 18. CAD WELD #2 SOLID COPPER WIRE TO EACH TOWER LEG.
- 19. CAD WELD TO FENCE CORNER POST 3" ABOVE GRADE
- 20. BOND (2) #2 SOLID TINNED WIRE TO GROUND BAR MOUNTED APPROXIMATELY 9'-0" ABOVE FINISHED GRADE ON TOWER LEG.
- 21. #2 GROUND CONDUCTOR MUST BE A MINIMUM 30" BELOW GRADE AND A MINIMUM OF 18" FROM ALL OBJECTS.

#### GROUNDING NOTES:

- I. APPLY ANTIOXIDANT COMPOUND TO ALL GROUND BARS & GROUND CONNECTIONS. WIPE CLEAN ALL EXCESS.
- 2. MAKE ALL CONNECTIONS TO GROUND BAR OR METAL EQUIPMENT ENCLOSURES WITH TWO-HOLE COMPRESSION LUGS. (SEE DETAIL)
- 3. GROUNDING CONNECTORS SHALL BE COPPER. NUTS, BOLTS AND WASHERS SHALL BE STAINLESS STEEL.
- 4. ALL GROUND WIRE SHALL HAVE A MINIMUM BENDING RADIUS OF 12"
- GROUND ALL FENCE CORNER POSTS AND GATE POSTS TO GROUND RING WITH #2 SOLID TINNED BARE COPPER WIRE. BOND GATE POST TO GATE WITH 4/O GROIUNDING STRAP FROM HARGER.



13405 EASTPOINT CENTRE DRIVE ANCHORAGE, KENTUCKY 40223 (502) 245-2771



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



GRAVEL SWITCH

SITE NUMBER

SITE ADDRESS:
9076 PERRYYLLE ROAD
SPRINGFIELD, KY 40069

LEASE AREA = 10,000 SQ. FT.

PROPERTY OWNER:

DONNIE & LINDA STATON
9867 PERRYVILLE ROAD
SPRINGFIELD, KY 40069

011

TAX MAP NUMBER:

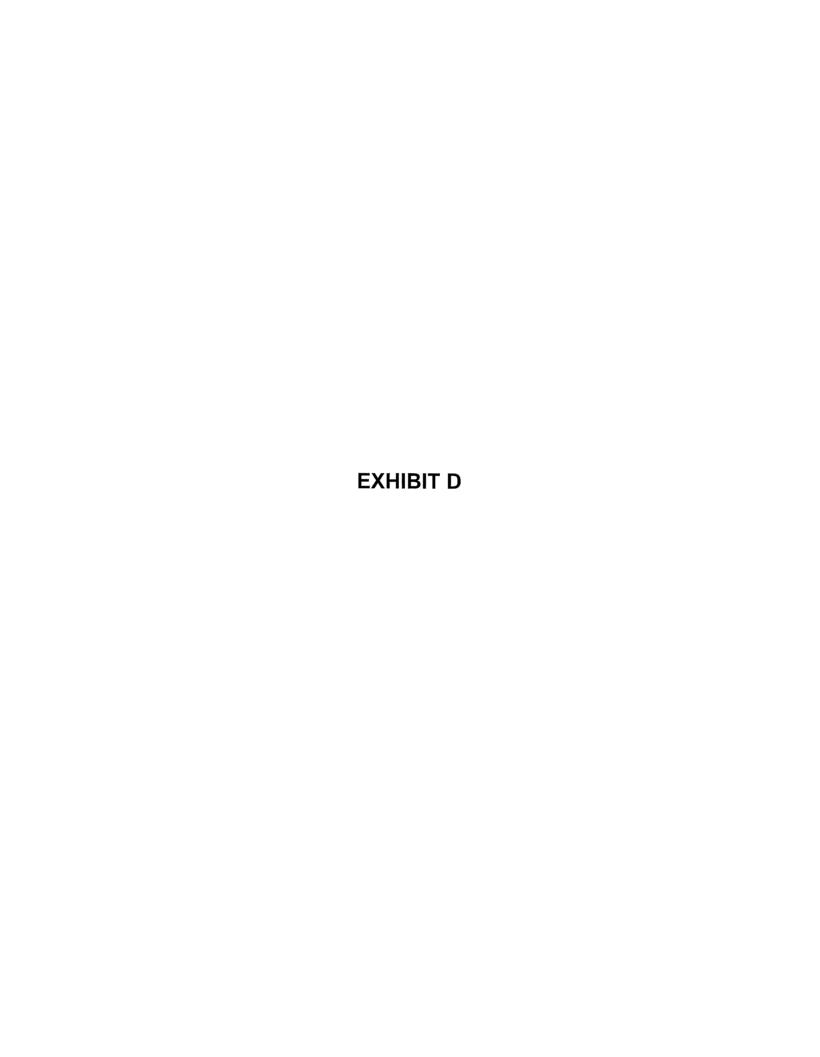
PARCEL NUMBER:

DB 222, PG 540

37'39'03.150" 85'04'40.382"

REVISION/ISSUE DATE ISSUE FOR COMMENT 3/30/06 CONSTRUCTION ISSUE 4/14/06

ELECTRICAL AND GROUND NOTES





# **Structural Design Report**

250' S3TL Series HD Self-Supporting Tower located at: Gravel Switch, KY
Site Number: KY320

prepared for: NEXTEL PARTNERS INC by: Sabre Communications Corporation TM

Job Number: 07-06251

June 28, 2006

Tower Profile	1
Foundation Design Summary	2
Maximum Leg Loads	3
Maximum Diagonal Loads	4
Maximum Foundation Loads	5
Calculations,	A1-A9

Prepared by

Checked by

Approved by

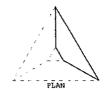
Jed.	50 kai	8.6250"x0.3220" PIPR	5.5625"x0.5000" PIPE	341	4.5000°x0.4380° PIPE	У	æ	υ		Q	рd
Diagonal	36 kar	L 4"x4"x1/4"	L 3-1/2"x3-1/2"x1/4"	Ç4	Đ	щ		L 2"x2"x1/8"	1/8"		
Borizontal	36 ksi							I		I	
Brace Bolts	A325X	(2) 5/8"	(1) 3/4"				(1) 5/8"	84			
Face Width	•	27.0'						5.01		5.01	
Panel Height # Panels			12 & 10.0'		9 8 6.71			14 8 5.01	.0.		
	0.01	40.01	60.01	100.0	140.0°	160.0'	180.01	215.0'	220.01	240.0° 235.0°	245.0

Phone: (416) 736-7453

2003

(c) Guymast Inc.

DRAMMAST Version 2.0 + A



- The tower model is S3TL Series HD. Transmission lines are to be attached to

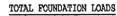
- Transmission lines are to be attached to standard 6-over-6 waveguide ladders.
   Azimuths are relative (not based on true north).
   Foundation loads shown are maximums.
   (6) 1 1/2" dia. A449 anchor bolts per leg. Minimum 57.5" embedment from top of concrete to top of nut.
   All unequal angles are oriented with the short leg versical.

#### ANTENNA LIST

NO	ETEA	ANTENNA	TX-LINE
1 2	255° 250°	(1) Ext. L'Rod (12) 8' x 1' x 3in + 3T-Boom	(12) 1 5/8
3	240*	(12) 0' x 1' x 3in + 3T-Boom	(12) 1 5/8
4	2301	(12) 8' x 1' x 3in + 3T~Boom	(12) 1 5/8
5	2201	(12) B' x 1' x 3in + 3T-Boom	(12) 1 5/8

#### MATERIAL LIST

NO	TYPE		
A	4.5000"x0.3370" PIPE		
В	4,0000"x0.3180" PIPE		
С	3,5000"x0.3000" PIPE		
D	2.8750"x0.2030" PIPE		
E	2.3750"x0.1540" PIPE		
£	L 3"x3"x3/16"		
G	L 2-1/2"x2-1/2"x3/16"	.4	
H	L 2"x2"x3/16"	7	
I	t 2"x2"x1/8"	/	

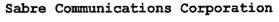


H=39.81k V=90.78k M=5971.42k-ft T=0.00k-ft

#### INDIVIDUAL FOOTING LOADS

SSIONAL ENG

H=24.77kV=273.92k U=-221.81k



2101 Murray Street (P.O. Box 658), Sioux City, Iowa 51102-0658

Phone: (712) 258-6690

Fax: (712) 258-8250

Client: NEXTEL PARTNERS INC

Job No: 07-06251

Date: 26 jun 2006

Location: Gravel Switch, KY

Total Height: 250.00'

Tower Height: 250.00'

Design Wind & Ice: 70 mph + 0.5" ice

Standard: EIA/TIA 222-F-1996



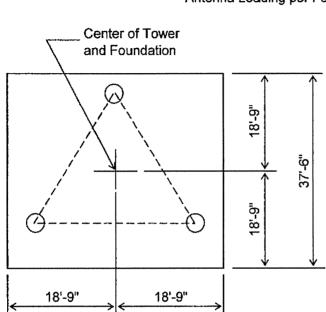
No.: 07-06251 Page: 2 Date: 6/28/06

> S/CENSES ESSIONAL EX

Bv: REH

#### **Customer: NEXTEL PARTNERS INC** Site: Gravel Switch, KY KY320

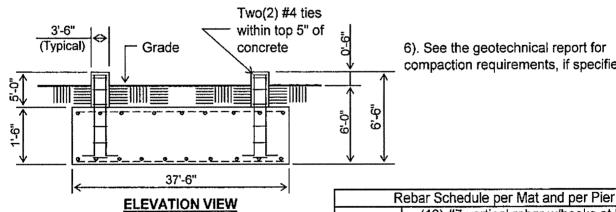
250 ft. Model S3TL Series HD Self Supporting Tower At 70 mph Wind + 0.5 in. Ice per ANSI/TIA/EIA-222-F-1996. Antenna Loading per Page 1



#### Notes:

1). Concrete shall have a minimum 28-day compressive strength of 3000 PSI, in accordance with ACI 318-02.

- 2). Rebar to conform to ASTM specification A615 Grade 60.
- 3). All rebar to have a minimum of 3" concrete cover.
- 4). All exposed concrete corners to be chamfered 3/4".
- 5). The foundation design is based on the geotechnical report by Smith Management Group, Project No. 2006-4004, April 2006



(83.47 Cu. Yds.)

(1 REQUIRED)

37'-6"

**PLAN VIEW** 

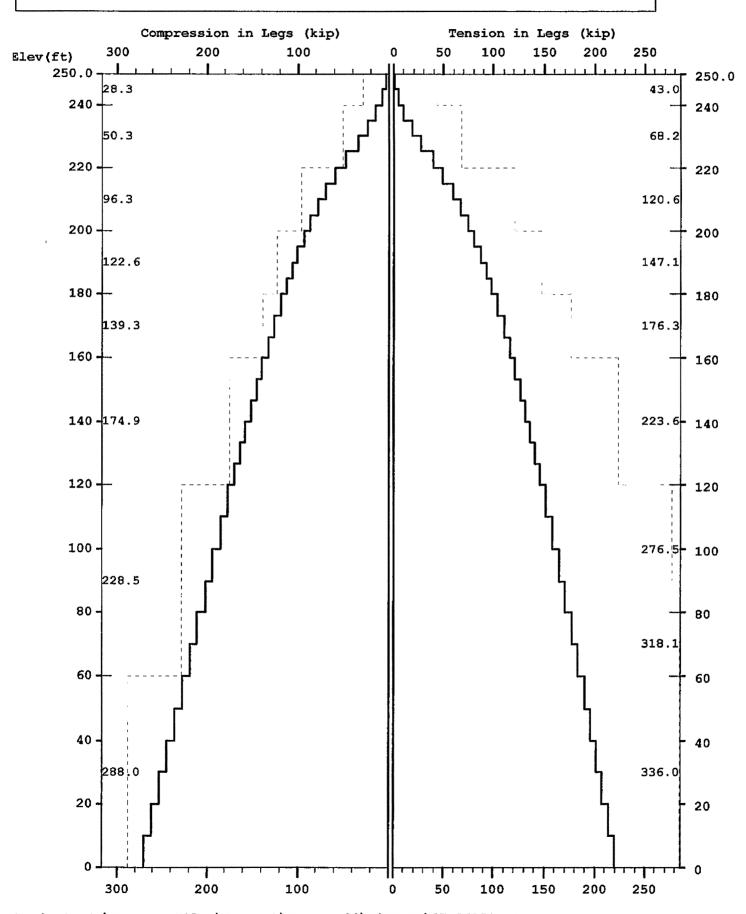
6). See the geotechnical report for compaction requirements, if specified.

(12) #7 vertical rebar w/hooks at bottom Pier w/#4 Rebar ties, two (2) within top 5" of pier then 12" C/C (72) #10 horizontal rebar evenly spaced each Mat way top and bottom. (288 total)

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 part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.

Licensed to: Sabre Communications Corporation

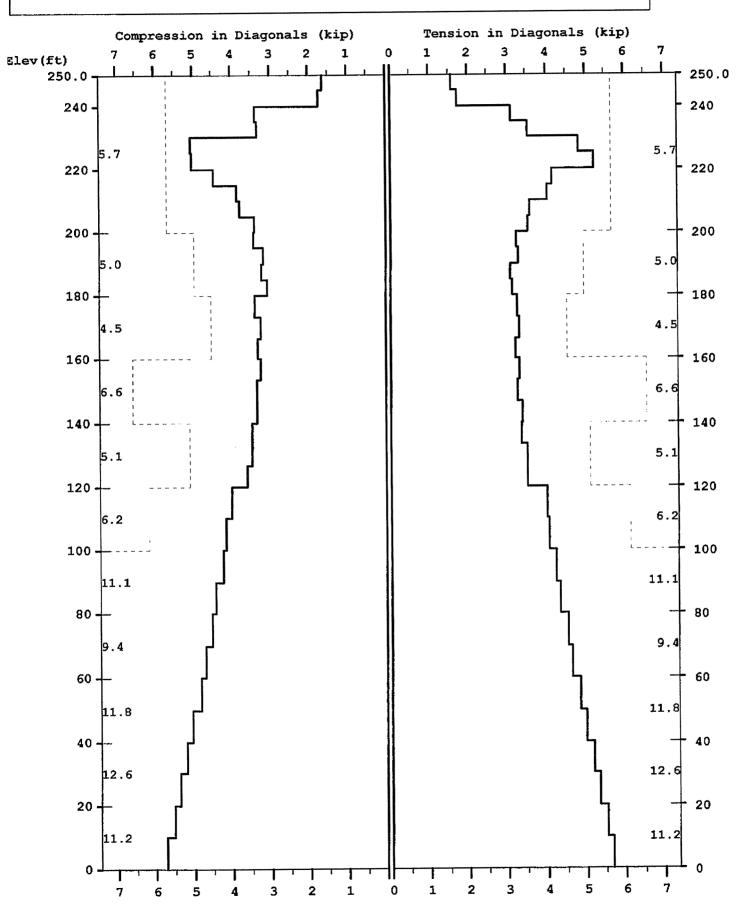
250' S3TL NEXTEL PARTNERS INC Gravel Switch KY (07-06251) REHUBBELL Maximum



DRAWFORCE Ver 1.0 (c) Guymast Inc. 2005 Phone: (416) 736-7453

Licensed to: Sabre Communications Corporation

250' S3TL NEXTEL PARTNERS INC Gravel Switch KY (07-06251) REHUBBELL Maximum



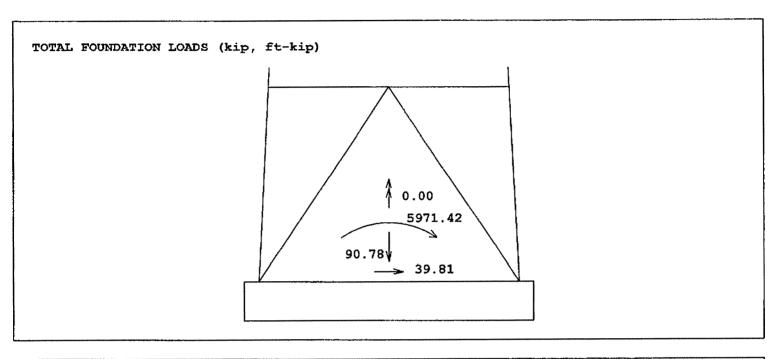
26 jun 2006

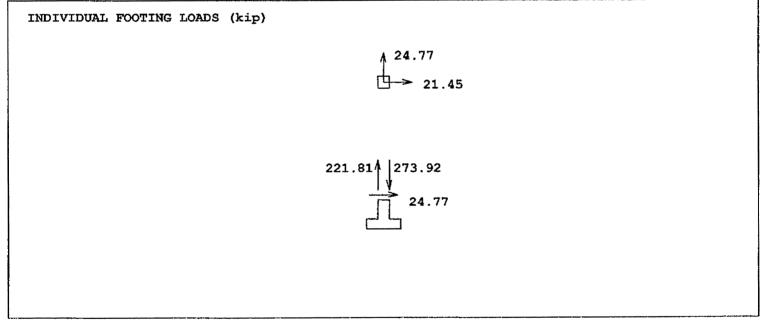
DRAWFORCE Ver 1.0 (c) Guymast Inc. 2005 Phone: (416) 736-7453

Licensed to: Sabre Communications Corporation

11:38:18

250' S3TL NEXTEL PARTNERS INC Gravel Switch KY (07-06251) REHUBBELL Maximum





MAST - Latticed Tower Analysis (Unguyed) (c)1997 Guymast Inc. 416-736-7453 Processed under license at:

Sabre Communications Corporation

on: 26 jun 2006 at: 11:37:35 

250' S3TL NEXTEL PARTNERS INC Gravel Switch KY (07-06251) REHUBBELL

### MAST GEOMETRY (ft)

PANEL TYPE	NO.OF LEGS	ELEV.AT BOTTOM	ELEV.AT TOP	F.WAT BOTTOM	F.WAT TOP	TYPICAL PANEL HEIGHT
x x x x x x x x x	**************************************	240.00 220.00 200.00 180.00 160.00 140.00 120.00 100.00 80.00 60.00 40.00 20.00	250.00 240.00 220.00 200.00 180.00 160.00 140.00 120.00 100.00 80.00 60.00 40.00 20.00	5.00 5.00 7.00 9.00 11.00 13.00 17.00 19.00 21.00 23.00 25.00 27.00	5.00 5.00 7.00 9.00 11.00 13.00 17.00 19.00 21.00 23.00 25.00	5.00 5.00 5.00 6.67 6.67 10.00 10.00 10.00 10.00

#### **MEMBER PROPERTIES**

LE 220.00 240.00 1.704 0.000 29000.0.  LE 200.00 220.00 3.016 0.000 29000.0.  LE 180.00 200.00 3.678 0.000 29000.0.  LE 160.00 180.00 4.407 0.000 29000.0.  LE 120.00 160.00 5.589 0.000 29000.0.  LE 60.00 120.00 7.952 0.000 29000.0.  LE 0.00 60.00 8.399 0.000 29000.0.	.0000000
DI 160.00 180.00 0.715 0.000 29000. 0.  DI 120.00 160.00 0.902 0.000 29000. 0.  DI 100.00 120.00 1.090 0.000 29000. 0.  DI 60.00 100.00 1.687 0.000 29000. 0.  DI 0.00 60.00 1.937 0.000 29000. 0.  HO 245.00 250.00 0.484 0.000 29000. 0.  HO 235.00 240.00 0.484 0.000 29000. 0.	. 0000000 . 0000000 . 0000000 . 0000000 . 0000000 . 0000000 . 0000000 . 0000000 . 0000000 . 0000000

 $<sup>^{*}</sup>$  12 wind directions were analyzed, with & without ice. Only two conditions are shown in full.

70 MPH + NO ICE WIND AZ 0 DEGREES

#### MAST LOADING \_\_\_\_\_\_\_\_\_\_\_\_\_

LOAD TYPE	ELEV ft	APPLYLOAD RADIUS ft	AZI	LOAD AZI	FORCES HORIZ kip	S DOWN kip	MOME VERTICAL ft-kip	NTS TORSNAL ft-kip
c c c c	255.0 250.0 240.0 230.0 220.0	0.00 0.00 0.00 0.00 0.00	0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0 0.0	0.15 2.88 2.84 2.81 2.77	0.17 2.76 2.76 2.76 2.76	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00
	250.0 245.0 245.0 240.0 235.0 235.0 230.0 220.0 215.0 200.0 215.0 200.0 160.0 140.0 140.0 120.0 120.0 100.0 80.0 60.0 40.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0			0.08 0.08 0.07 0.07 0.08 0.08 0.08 0.07 0.07	0.05 0.05 0.04 0.04 0.07 0.07 0.07 0.08 0.12 0.12 0.12 0.12 0.13 0.14 0.16 0.16 0.17 0.19 0.22 0.22 0.25 0.25	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0
D D	40.0 0.0	$\substack{0.00\\0.00}$	$0.0 \\ 0.0$	0.0	$\substack{\textbf{0.11}\\\textbf{0.12}}$	0.26 0.27	$\substack{0.00\\0.00}$	$\substack{0.00\\0.00}$

60.63 MPH + 0.5 ICE WIND AZ 0 DEGREES

#### MAST LOADING

LOAD ELEV APPLY..LOAD..AT LOAD .....FORCES..... .....MOMENTS......
TYPE RADIUS AZI AZI HORIZ DOWN VERTICAL TORSNAL Page A2

	ft	ft		07-	-06251.txt kip	kip	ft-kip	ft-kip
0000	255.0 250.0 240.0 230.0 220.0	0.00 0.00 0.00 0.00 0.00	0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0	0.15 2.40 2.37 2.34 2.31	0.23 3.48 3.48 3.48 3.48	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00
	250.0 245.0 240.0 240.0 235.0 235.0 230.0 220.0 215.0 200.0 215.0 200.0 180.0 160.0 160.0 120.0 120.0 120.0 120.0 120.0 100.0 100.0 80.0 80.0 60.0 40.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0		0.0000000000000000000000000000000000000	0.08 0.08 0.07 0.07 0.08 0.08 0.07 0.07	0.10 0.09 0.09 0.15 0.13 0.17 0.17 0.24 0.23 0.24 0.25 0.26 0.29 0.32 0.33 0.33 0.37 0.37	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0
D D	40.0 0.0	$\begin{array}{c} 0.00 \\ 0.00 \end{array}$	0.0	$\begin{array}{c} 0.0 \\ 0.0 \end{array}$	$\substack{0.10\\0.10}$	0.42 0.43	$\substack{0.00\\0.00}$	$0.00 \\ 0.00$

## MAXIMUM MAST DISPLACEMENTS:

ELEV		LECTIONS (f			(DEG)	TWIST
ft	NORTH	EAST	DOWN	NORTH	EAST	DEG
250.0	2.948 G	-2.858 D	0.040 o	1.651 G	-1.613 D	0.000 G
245.0	2.802 G	-2.716 D	0.038 o	1.645 G	-1.606 D	0.000 X
240.0	2.659 G	-2.576 D	0.036 o	1.626 G	-1.587 D	0.000 X
235.0	2.515 G	-2.436 D	0.035 o	1.602 G	-1.564 D	0.000 G
230.0	2.378 G	-2.302 D	0.033 o	1.561 G	-1.523 D	0.000 K
225.0	2.238 G	-2.165 D	0.031 0	1.500 G	-1.463 D	0.000 K
220.0	2.109 G	-2.040 D	0.029 0	1.411 G	-1.375 D	0.000 K
215.0	1.985 G	-1.919 D	0.028 0	1.355 G	-1.320 D	0.000 K
210.0	1.868 G	-1.805 D	0.027 o	1.295 G	-1.261 D	0.000 K
205.0	1.755 G	-1.695 D	0.025 o	1.230 G	-1.197 D	0.000 K
200.0	1.650 G	-1.592 D	0.024 0	1.165 G	-1.133 D	0.000 K
195.0	1.547 G	-1.493 D	0.023 o	1.110 G	-1.079 D	0.000 K
190.0	1.452 G	-1.400 D	0.022 0	1.056 G	-1.025 D	0.000 K
185.0	1.360 G	-1.311 D	0.021 0	1.001 G	-0.972 D	0.000 K
180.0	1.274 G	-1.228 D	0.020 o	0.947 G	-0.918 D	0.000 K
173.3	1.165 G	-1.122 D	0.019 o	0.886 G	-0.858 D	0.000 K
166.7	1.065 G	~1.025 D	0.018 o	0.825 G	-0.799 D	0.000 K
160.0	0.970 G	-0.933 D	0.017 o	0.765 G	-0.741 D	0.000 K
			Page A3			

			07-06251.t	xt		
153.3	0.883 G	-0.849 D	0.016 0	0.719 G	-0.696 D	0.000 K
146.7	0.800 G	-0.769 D	0.015 o	0.673 G	-0.651 D	0.000 K
140.0	0.724 G	-0.695 D	0.014 o	0.628 G	-0.607 D	0.000 K
133.3	0.651 G	-0.625 D	0.013 0	0.583 G	-0.563 D	0.000 K
126.7	0.586 G	-0.562 D	0.013 o	0.540 G	-0.521 D	0.000 K
120.0	0.523 G	-0.502 D	0.012 0	0.496 G	-0.478 D	0.000 K
110.0	0.439 G	-0.421 D	0.011 o	0.451 G	-0.434 D	0.000 K
100.0	0.362 G	-0.347 D	0.010 o	0.406 G	-0.391 D	0.000 K
90.0	0.294 G	-0.281 D	0.009 o	0.362 G	-0.348 D	0.000 K
80.0	0.233 G	-0.223 D	0.008 o	0.319 G	-0.306 D	0.000 K
70.0	0.180 G	-0.172 D	0.007 s	0.276 G	-0.265 D	0.000 K
60.0	0.134 G	-0.128 D	0.006 s	0.233 G	-0.224 D	0.000 K
50.0	0.096 G	0.091 J	0.005 S	0.194 G	-0.186 D	0.000 K
40.0	0.063 G	-0.060 D	0.004 S	0.154 G	-0.148 D	0.000 K
30.0	0.038 G	0.036 J	0.003 R	0.115 G	-0.110 D	0.000 K
20.0	0.020 G	-0.019 D	0.002 R	0.077 G	-0.073 D	0.000 K
10.0	0.006 G	-0.005 D	0.001 R	0.038 G	0.036 J	0.000 K
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

# MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
250.0			0.72 к	0.00 A
245.0	1.01 A	1.59 J	0.01 E	0.00 A
240.0	4.78 A	1.72 D	0.37 K	0.00 A
	9.88 A	3.13 H		
235.0	17.91 E	3.55 н	0.04 A	0.00 A
230.0	26.57 E	4.83 H	0.02 K	0.00 A
225.0	39.68 E		0.04 A	0.00 A
220.0			1.17 C	0.00 A
215.0	49.10 E	4.17 H	0.03 E	0.00 A
210.0	59.30 A	4.05 H	0.00 A	0.00 A
205.0	66.87 A	3.58 н	0.03 A	0.00 A
	74.74 A	3.55 D		
200.0	80.89 A	3.25 F	0.00 I	0.00 A
195.0	87.34 A	3.29 D	0.02 A	0.00 A
190.0	92.60 A	3.09 J	0.01 I	0.00 A
185.0			0.01 E	0.00 A
180.0	98.14 A	3.15 D	0.01 A	0.00 A
173.3	103.51 A	3.26 н	0.01 A	0.00 A
166.7	109.93 A	3.32 D	0.01 A	0.00 A
	115.42 A	3.21 J		
160.0	121.11 E	3.31 D	0.01 A	0.00 A
153.3			0.00 E Page A4	0.00 A

		07-06	5251.txt	
146.7	126.12 E		0.01 A	0.00 A
	131.34 I	3.38 J		
140.0	136.07 I	3.38 B	0.00 E	0.00 A
133.3	140.99 I	3.51 н	0.01 I	0.00 A
126.7			0.00 I	0.00 A
120.0	145.53 I		0.01 E	0.00 A
110.0	151.32 I	4.02 H	0.01 I	0.00 A
	157.83 I	4.07 B		
100.0	164.45 I	4.25 J	0.01 A	0.00 A
90.0	170.68 A	4.34 J	0.01 E	0.00 A
80.0			0.01 A	0.00 A
70.0	177.06 A	4.53 D	0.01 A	0.00 A
60.0	183.15 A	4.63 J	0.01 E	0.00 A
	189.34 A	4.83 D		
50.0	195.31 A	4.98 J	0.00 A	0.00 A
40.0	201.41 A	5. <b>1</b> 9 J	0.01 E	0.00 A
30.0	207.32 A	5.32 D	0.00 A	0.00 A
20.0			0.00 I	0.00 A
10.0	213.32 A	5.52 J	0.00 A	0.00 A
	219.17 A	5.67 D		
0.0			0.00 A	0.00 A

# MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
250.0 245.0 240.0 235.0 230.0 225.0 220.0 215.0 210.0	-3.05 O -7.05 C -13.94 G -23.02 C -33.36 C -47.60 C -58.80 C -70.25 C	-1.61 D -1.71 J -3.36 H -3.32 H -5.05 H -5.02 H -4.43 H -3.85 H	-0.71 A 0.00 K -0.21 I -0.03 G -0.03 I -0.03 C -1.41 E -0.03 C 0.00 E Page A5	0.00 A
			9 - 7.3	

	77 01 6	07-	-06251.txt	
205.0	-77.91 C	-3.78 L	-0.02 G	0.00 A
200.0	-86.84 C	-3.40 F	0.00 c	0.00 A
195.0	-93.26 C	-3.41 H	-0.01 G	0.00 A
190.0	-100.67 C	-3.17 L	-0.01 C	0.00 A
185.0	-106.33 C	-3.22 D	-0.01 K	0.00 A
180.0	-112.77 C	-3.05 H	-0.01 G	0.00 A
173.3	-118.72 C	-3.39 D	-0.01 K	0.00 A
166.7	-126.35 C	-3.24 F	-0.01 G	0.00 A
160.0	-132.62 C	-3.31 D	-0.01 C	0.00 A
153.3	-139.52 C	-3.24 J	0.01 C	0.00 A
	-145.47 C	-3.35 н		
146.7	-151.95 C	-3.33 D	-0.01 C	0.00 A
140.0	-157.69 G	-3.45 כ	0.00 K	0.00 A
133.3	-163.88 C	-3.46 B	-0.01 C	0.00 A
126.7	-169.49 C	-3.59 J	0.00 G	0.00 A
120.0	-176.92 G	-3.99 B	-0.01 C	0.00 A
110.0	-185.24 G	-4.15 H	-0.01 G	0.00 A
100.0	-194.01 G	-4.23 D	-0.01 C	0.00 A
90.0	-202.31 C	-4.41 D	-0.01 G	0.00 A
80.0			-0.01 C	0.00 A
70.0	-210.97 C	-4.52 J	0.00 G	0.00 A
60.0	-219.23 C	-4.70 D	0.00 C	0.00 A
50.0	-227.81 C		0.00 G	0.00 A
40.0	-236.14 C		0.00 c	0.00 A
30.0	-244.75 C	-5.19 D	0.00 G	0.00 A
20.0	-253.10 C	-5.38 J	0.00 c	0.00 A
10.0	-261.67 C	-5.52 D	0.00 K	0.00 A
	-270.03 C	-5.73 J		
0.0			0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

07-06251.txt

24.77 G 21.45 K 273.92 C -221.81 A 24.77 G

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

-----HORIZONTAL---- DOWN NORTH EAST TOTAL @ 240.0 PO C R G D C K

# MAT FOUNDATION DESIGN BY SABRE COMMUNICATIONS CORP.

Tower Description 250' S3TL Series HD
Customer NEXTEL PARTNERS INC
Project Number 07-06251

Date 6/28/2006 Engineer REH

Overall Loads:			
Moment (ft-kips)	5971.4	Anchor Bolt Count (per leg)	6
Axial (kips)	90.80		
Shear (kips)	39.8		
Individual Leg Loads:			
Uplift (kips)	221.81		
Download (kips)	273.92		
Shear (kips)	24.77		
Width of Tower (ft)	27		
Allowable Bearing Pressure (ksf)	5	Maximum Net Bearing Pressure (ksf)	0.85
Water Table Below Grade (ft)	999	• • •	
Width of Mat (ft)	37.5	Minimum Mat Width (ft)	37.01
Thickness of Mat (ft)	1.5		
Depth to Bottom of Slab (ft)	6		
Bolt Circle Diameter (in)	13.25		
Top of Concrete to Top			
of Bottom Threads (in)	57.5	N	0.50
Diameter of Pier (ft)	3.5	Minimum Pier Diameter (ft)	2.60
Ht. of Pier Above Ground (ft)	0.5	Equivalent Square b (ft)	3.10
Ht. of Pier Below Ground (ft)	4.5		
Quantity of Bars in Mat	72		
Bar Diameter in Mat (in)	1.27		
Area of Bars in Mat (in²)	91.21	Decembered Capping (in)	6 to 12
Spacing of Bars in Mat (in)	6.24	Recommended Spacing (in)	0 (3) 12
Quantity of Bars Pier Bar Diameter in Pier (in)	0.875		
Tie Bar Diameter in Pier (in)	0.5		
Spacing of Ties (in)	12		
·	7.22	Minimum Pier $A_s$ (in <sup>2</sup> )	6.93
Area of Bars in Pier (in <sup>2</sup> )	8.93	Recommended Spacing (in)	6 to 12
Spacing of Bars in Pier (in) fc (ksi)	3	Recommended Spacing (iii)	. <u>C (9 12</u>
fy (ksi)	60		
Unit Wt. of Soil (kcf)	0.1		
Unit Wt. of Concrete (kcf)	0.15		
Load Factor	1.3		
Volume of Concrete (yd³)	83.47		
Two-Way Shear Action:	44		
Average d (in)	13.73		
φV <sub>c</sub> (kips)	368.7	V <sub>u</sub> (kips)	356.1
$\phi V_c = \phi (2 + 4/\beta_c) f_c^{1/2} b_o d$	553.0		
$\phi V_c = \phi(\alpha_s d/b_o + 2) f_c^{1/2} b_o d$	494.1		
$\phi V_c = \phi 4 f_c^{1/2} b_o d$	368.7		

## MAT FOUNDATION DESIGN BY SABRE COMMUNICATIONS CORP. (CONTINUED)

Shear perimeter, bo (in)

163.42 1

 $\beta_c$ 

Stability:

(Resisting M)/1.5 (ft-k)

13000.2

Total Applied M (ft-k)

6230.1

Pier Design:

Design Tensile Strength (kips)

 $\phi V_n$  (kips)

 $\phi V_c = \phi 2 (1 + N_u / (500 A_g)) f_c^{-1/2} b_w d$ 

V<sub>s</sub> (kips) Maximum Spacing (in) 389.7 **67.** Z 67.7

Ultimate Tensile Load (kips) V<sub>u</sub> (kips)

288.4 32.2

0.0 11.22

\*\*\*  $V_s$  max = 4  $f_c^{1/2}b_w d$  (kips) (Only if Shear Ties are Required)

309.2

\*\*\* Ref. To Spacing Requirements ACI 11.5.4.3

**Anchor Bolt Pull-Out:** 

 $\phi P_c = \phi \lambda (2/3) f_c^{1/2} (2.8 A_{SLOPE} + 4 A_{FLAT})$ Pier Rebar Development Length (in)

170.4 44.06

4656.6

4.77

0.01476

0.85

P<sub>u</sub> (kips) Required Length of Development (in)

M<sub>u</sub> (ft-kips)

288.4 35.47

4602.9

Flexure in Slab:

 $\phi M_n$  (ft-kips)

a (in)

Steel Ratio

 $\beta_1$ 

Maximum Steel Ratio (.75pb)

Minimum Steel Ratio

0.0160 0.0018

Rebar Development in Pad (in)

222.00

Required Development in Pad (in)

68.55

Condition	1 is OK, 0 Fails
Minimum Mat Width	1
Maximum Soil Bearing Pressure	1
Pier Area of Steel	1
Pier Shear	1
Two-Way Shear Action	1
Stability (Safety Factor = 1.5)	1
Anchor Bolt Pull-Out	1
Flexure	1
Steel Ratio	1
Length of Development in Pad	1
Interaction Diagram Visual Check	1

# GEOTECHNICAL ENGINEERING REPORT PROPOSED 250-FT SELF-SUPPORT TOWER GRAVEL SWITCH – KY320P SPRINGFIELD, KENTUCKY APRIL 2006 SMG Project No. 2006-4004

Prepared for:

NEXTEL PARTNERS, INC.

and

BTM ENGINEERING, INC. Louisville, Kentucky

Prepared by:

SMITH MANAGEMENT GROUP Louisville, Kentucky

Chip Wilkinson, P.E. Geotechnical Engineer

# **TABLE OF CONTENTS**

1.0	INTRODUCTION1	1
2.0	SITE LOCATION AND PROJECT DESCRIPTION1	1
3.0	SUBSURFACE EXPLORATION AND TESTING PROCEDURES1	1
4.0	SITE GEOLOGY	3
5.0	SUBSURFACE CONDITIONS	3
6.0	ANALYSIS AND RECOMMENDATIONS	4
	6.1 GENERAL	4 5
7.0	QUALIFICATIONS 7	7

# **APPENDIX**

BTM Survey with Boring and Resistivity Traverse Locations Boring Log

## 1.0 INTRODUCTION

Subsurface exploration for the proposed tower planned for construction in Springfield, Kentucky has been completed. As a part of our subsurface exploration, one (1) sample boring extending to a depth of approximately 14 feet below existing grade was drilled at the site. The purpose of this report is to describe the subsurface conditions encountered in the boring, analyze and evaluate the test data, and provide recommendations regarding the design and construction of the foundation system for the proposed communication tower.

#### 2.0 SITE LOCATION AND PROJECT DESCRIPTION

The site is located at a topographic high point on the north side of Perryville Road (Hwy 150) just east of Long Run Road in Springfield, Kentucky. The access road to the site is via a gravel-covered and gated farm road off Perryville Road. We understand the proposed project will include the construction of a 250-ft self-support tower. Exact tower loads were not available for this writing; however, based on our past experience and conversations with BTM personnel, the maximum loading conditions are anticipated to be as follows:

Vertical Load:

450 kips

Horizontal Shear:

40 kips

Uplift:

400 kips

The tower site is located in a farm field which appears to be currently used for cattle and other livestock. Based on our observations, site drainage appears to be fair to good, with overall surface drainage toward the north and west. The topography in the tower area proper is relatively flat to gently sloping while the ground surface surrounding the compound is comprised of moderately to steeply sloping terrain.

#### 3.0 SUBSURFACE EXPLORATION AND TESTING PROCEDURES

The subsurface exploration consisted of drilling and sampling one sample boring at the staked location (labeled CL Tower). No other tower staking was observed at the time of our field exploration, with the exception of the lease corners. The boring was drilled with a Giddings ATV-mounted rotary drill rig using 3-inch diameter soil augers with dual carbide-tipped cutting teeth to advance the borehole. This drill rig is capable of producing up to 2,000 lbs of down force. Representative soil samples were obtained from the cuttings produced by the drilling process and subsequently placed in sealed containers for transport to the laboratory for further evaluation and classification. The samples were classified by SMG's geotechnical engineer based on visual observation, texture and plasticity. Penetrometer tests were performed on representative soil samples to evaluate soil shear strength, compressibility and consistency in-situ.

Auger refusal was encountered at a depth of about 2 feet below existing grade. The boring was then advanced into the refusal material (bedrock) using core drilling procedures. The rock was classified in the field by our geotechnical engineer and the "percent recovery" and rock quality designation (RQD) was determined. The "percent recovery" is the ratio of the sample length retrieved to the drilled length, expressed as a percent. An indication of the actual in-situ rock quality is provided by calculating the sample's RQD. The RQD is the percentage of the length of broken cores retrieved which have core segments at least 4 inches in length compared to each drilled length. The percent recovery and RQD are related to rock soundness and quality as illustrated below:

#### **ROCK QUALITY DESIGNATION (RQD)**

Relation of RQD and In-situ Rock Quality				
RQD (%)	Rock Quality			
90 – 100	Excellent			
75 90	Good			
50 – 75	Fair			
25 – 50	Poor			
0 -25	Very Poor			

A field log of the boring was prepared by the geotechnical engineer. The log included visual classifications of the materials encountered during drilling as well as the engineer's interpretation of the subsurface conditions between samples. The final boring log included with this report represents an interpretation of the field log and includes modifications based on the classification results. Estimated group symbols according to the Unified Soil Classification System are given on the boring log.

Classification and descriptions of rock core samples are based on visual and tactile observations. Petrographic analysis of thin sections may indicate other rock types. Percent recovery and rock quality designation (RQD) were calculated for these samples and are noted at their depths of occurrence on the boring log.

#### 4.0 SITE GEOLOGY

Review of the Geologic Map of the Mackville Quadrangle, Central Kentucky indicates that the bedrock in the area of the project site is comprised of the Clays Ferry Formation. This rock formation is generally comprised of limestone and shale with lesser amounts of siltstone.

#### 5.0 SUBSURFACE CONDITIONS

Specific soil and rock conditions encountered at the sample boring location is indicated on the attached boring log and discussed in the following paragraphs. In general, the surficial soils encountered at the staked (tower centerline) location are comprised of about 2 feet of medium stiff brown silty clay.

Rock coring operations were performed to explore the auger refusal material encountered at this location. The bedrock materials sampled generally consist of gray to olive gray thinly bedded limestone and shale. The sample recovery at this boring location was on the order of 85 percent. The quality of the core obtained is considered to be very poor with a RQD value of about 25 percent.

Groundwater was not observed in the boring during or immediately after completion of drilling operations. However, fluctuations in the groundwater table can occur and perched water can develop over low permeability soil or rock strata following periods of heavy or prolonged precipitation. Groundwater seepage at this topographic high-point, if any, is expected to be minor and should be controllable with positive ditching and/or a sump and pump system. The possibility of encountered groundwater should be considered when developing design and construction plans and specifications for the project. Long term monitoring in cased holes or piezometers would be necessary to accurately evaluate the potential range of groundwater conditions on the site.

#### 6.0 ANALYSIS AND RECOMMENDATIONS

#### 6.1 GENERAL

Based on the results of our field exploration, the proposed tower may be supported on either drilled piers or a structural mat foundation system. Recommendations for the design and construction of drilled piers and a shallow mat are provided in the following report sections.

#### 6.2 DRILLED PIER FOUNDATION

The proposed tower can be supported on a drilled pier foundation system. Based on the subsurface conditions encountered in Boring B-1, we have developed the following tower foundation design parameters.

**Drilled Pier Foundation Design Parameters** 

Depth * (feet)	Description **	Allowable Skin Friction (psf)	Allowable End Bearing Pressure (psf)	Allowable Passive Pressure (psf)	Internal Angle of Friction (Degree)	Cohesion (psf)
0 – 2	Medium Stiff Silty Clay	Ignore	Ignore	Ignore	-	-
> 2	Limestone and Shale	1,500	15,000	3,000	0	50,000

<sup>\*</sup> Pier inspection is recommended to adjust pier length if variable soil/rock conditions are encountered.

The above indicated cohesion and friction angle have no factors of safety, and the allowable skin friction and the passive resistances have factors of safety of 2. The allowable end bearing pressure has an approximate factor of safety of at least 3. The cohesion and internal friction angle given in the above table are based on published values and our past experience with similar rock types. These values should, therefore, be considered approximate.

Based on the presumed structural loadings, we anticipate the piers will be at least 6 feet diameter and will extend at least 12 feet into the bedrock unit (total pier length of at least 14 feet). In the event smaller piers are considered, our geotechnical engineer should be notified.

Care should be taken so that the sides and bottom of the excavations are not disturbed during construction. The bottom of the shaft should be free of loose soil or debris with less than 3 inches of water prior to reinforcing steel and concrete placement.

<sup>\*\*</sup> A total unit weight of 120 pcf and 140 pcf can be estimated for the clay and bedrock, respectively.

#### 6.3 MAT FOUNDATION

If desired, a mat foundation can be used to support the proposed tower. It should be noted that the top of the bedrock surface is expected to be highly uneven and could vary as much as 4 to 6 feet within the tower footprint. Based on this condition, it is anticipated that some rock excavation work will be required to establish a relatively flat surface for the construction of the mat foundation. For design purposes, we suggest designing the base of the mat foundation to bear at a depth of about 6 feet below existing grade such that the mat is supported exclusively on the bedrock. Given the subsurface conditions encountered in Boring B-1, we anticipate the near-surface rock may be excavated using a heavy-duty track-hoe. A hoe-ram attachment may be necessary, depending upon the distance between vertical fractures.

The mat foundation can be designed using the following parameters. These parameters are based on the findings of our boring, a review of published values and our experience with similar rock conditions. These design parameters also assume that the base of the mat foundation will bear exclusively on bedrock.

#### **Mat Foundation Design Parameters**

Depth (feet)	Description	Allowable Contact Bearing Pressure (psf)	Allowable Passive Pressure (psf)	Coefficient of Friction, Tan $\delta$	Vertical Modulus of Subgrade Reaction (pci)
@ 6 ft	Bedrock	5,000	lgnore	0.70	250

To assure that soft/loose materials are not left under the mat foundation, it is recommended that a geotechnical engineer observe the foundation subgrade prior to concrete placement. Provided the above recommendations are followed, total mat foundation settlements are not anticipated to exceed about 1 inch. Differential settlement should not exceed 50 percent of the total settlement.

#### 6.4 RESISTIVITY ANALYSIS

Resistivity of the subsurface soil/rock was measured at the site using an AEMC Model 4500 Ground Resistance Tester. The Wenner Vertical Profiling Method was used. With this array, potential electrodes are centered on a traverse line between the current electrodes and an equal "A" spacing between electrodes is maintained. Resistivity measurements were taken along two (2) traverses. Locations of the soil resistivity traverses are shown on the attached Survey Plan provided by BTM Engineering. Individual resistivity values at various "A" spacings along the two traverses are summarized in the following table:

## **Electric Resistivity Test Results**

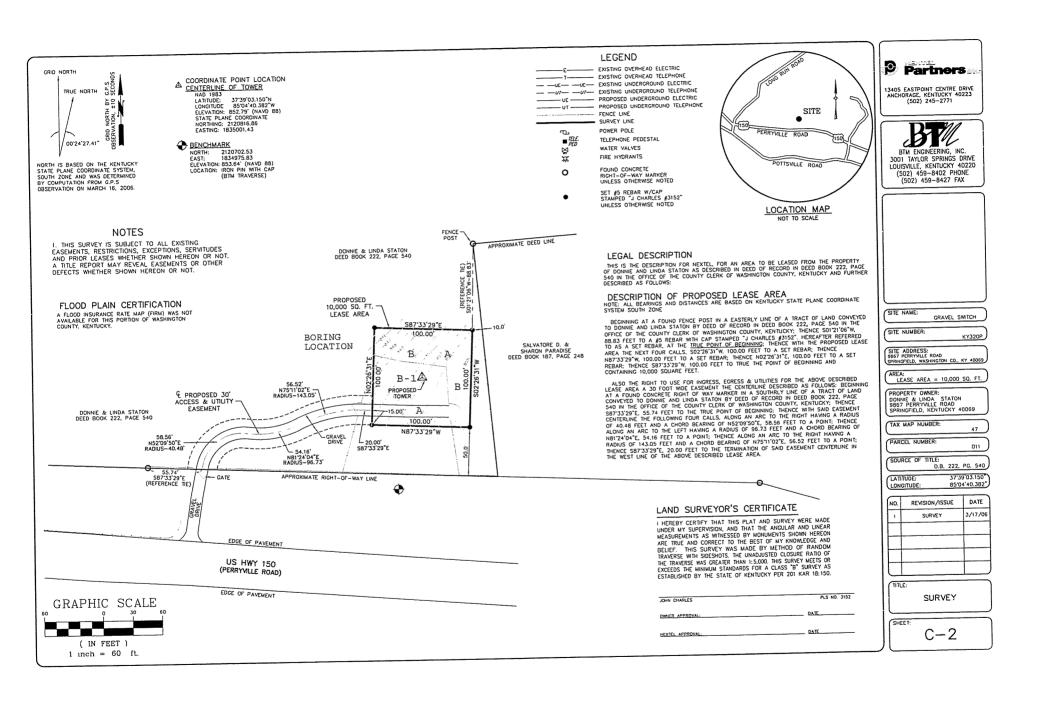
Traverse No.	"A" Spacing (ft)	Resistivity (ohm-cm)
A – A	5	14,550
A – A	10	19,200
A A	20	25,660
B – B	5	15,115
B – B	10	18,150
B – B	20	28,890

#### 7.0 QUALIFICATIONS

SMG should review the final design plans and specifications and provide comments regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. SMG should also observe excavation and foundation construction operations.

The analysis and recommendations presented in this report are based upon the data obtained from the borings performed at the indicated locations and from other information discussed in this report. This report does not reflect variations that may occur across the site. The nature and extent of such variations may not become evident until construction. If variations appear, it will be necessary to reevaluate the recommendations of this report.

This geotechnical report has been prepared for the exclusive use of **Nextel Partners** and **BTM Engineering** for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, either expressed or implied, are intended or made. In the event that changes in the nature, design, or location of the project as outlined in this report, are planned, the conclusions and recommendations contained in this report shall not be considered valid unless SMG reviews the changes, and either verifies or modifies the conclusions of this report in writing.



							-		w <u></u>		
SMITH MANAGEMENT GROUP  Eastpoint Business Park 1860 Williamson Court, Suite B Louisville, Kentucky 40223 Telephone: 502-587-6482 Fax: 502-587-6572  Date Started: April 11, 2006 Date Completed: April 11, 2006								Pro Grou	Pro Project I	oject #: Name: cation: vation:	1 of 1 BTM Engineering 2006-4004 Gravel Switch Springfield, Kentucky
Drilling	g Contr Iling Me	ractor: ] ethod:	Wilkinson E Flight Auge Chip Wilkir	Engine er		Inc.		At t	ime of d	drilling:	
Depth (ft)	Sample Type	Sample Number	Estimated N-Value	RQD (%)	Recovery (inches)	Cohesive Strength (psf)	Water	Content (%)	nscs	Graphic Log	Material Description  Medium stiff brown silty clay, moist
		1	4			500			CL		to very moist - Auger Refusal at 2 feet
7.5 7.5 10 12.5		2		25	85						thinly bedded limestone and shale with some siltstone layers  End Boring @ 14 feet



License Search

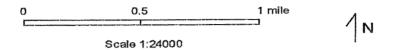
# **Search Results**

**Specified Search** 

State = Kentucky
County = WASHINGTON
Radio Service = CL, CW, CY, GR, GX, YC, YD, YS, YX

Matches 1-10 (of 467)

						ng Application(s) nation Pending
	Call Sign	Licensee Name	FRN	Radio Service	Status	Expiration Date
1	KNHD385	NEXTEL WIP LICENSE CORP.	0002207066	YX	Active	12/13/2010
2	KNIH415	NEXTEL WIP LICENSE CORP.	0002207066	YX	Active	08/19/2011
3	KNJH349	NEXTEL WIP LICENSE CORP.	0002207066	YX	Active	06/29/2009
4	KNKN795	KENTUCKY RSA 4 CELLULAR GENERAL PARTNERSHIP d/b/a BLUEGRASS CELLULAR	0001786722	CL	Active	10/01/2010
5	KNKQ346	American Cellular Corporation	0003767324	CL	Active	10/01/2012
6 <b>PA</b>	KNLF251	New Cingular Wireless PCS, LLC	0003291192	CW	Active	06/23/2015
7	KNLF252	WIRELESSCO, L.P.	0002316545	CW	Active	06/23/2015
8	KNLF661	NextWave Personal Communications Inc., Debtor-in-Possession	0002964922	CW	Canceled	01/03/2007
9	KNLG209	Powertel Memphis Licenses, Inc.	0001832807	CW	Active	04/28/2007
10 PA	KNLG923	BLUE LICENSES HOLDING, LLC	0012362869	CW	Active	08/21/2007
	Call Sign	Licensee Name	FRN	Radio Service	Status	Expiration Date



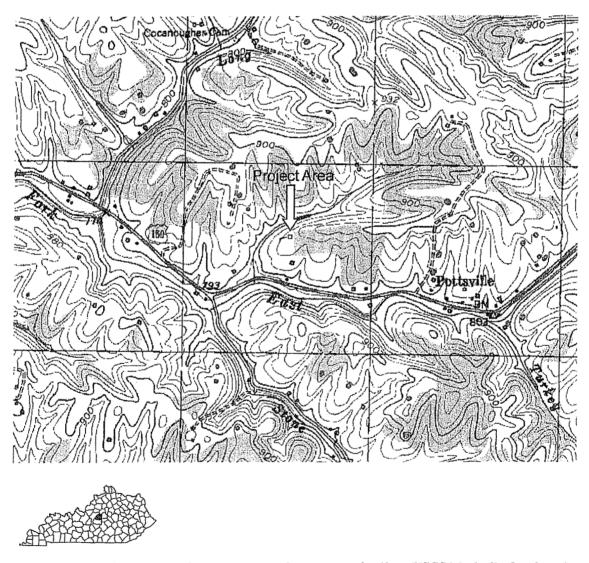
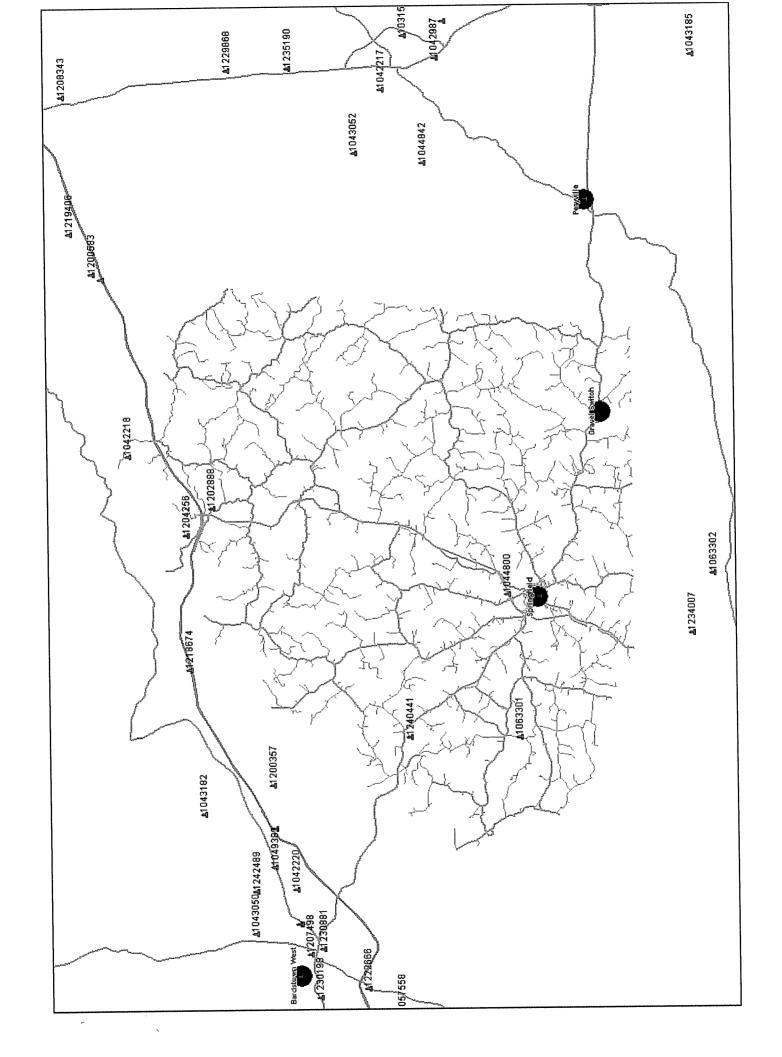


Figure 1. Project location in relation to surrounding topography (from USGS Mackville Quadrangle, 7.5' series, 1953, photoinspected 1979). Note that the subsequent US 150 relocation is not shown on this quadrangle. Kentucky counties map at bottom indicates the location of Washington County.



# **MAP LEGEND**

<u>Number</u>	<u>Owner</u>
1222666	Crown Communication, Inc.
1230199	SBA Properties, Inc.
1207498	City of Bardstown
1230881	Bellsouth Telecommunications, Inc.
1043050	Bluegrass Cellular
1242489	County of Nelson
1049381	New Cingular Wireless Services, Inc.
1042220	Global Tower, LLC
1200357	Crown Castle PT, Inc.
1043182	Concept Communications
1218674	Crown Communication, Inc.
1204256	Crown Communication, Inc.
1202888	Crown Castle PT, Inc.
1042218	Global Tower, LLC
1200583	Crown Communication, Inc.
1219406	Crown Communication, Inc.
1208343	Crown Castle PT, Inc.
1235190	STC Five, LLC
1043052	Bluegrass Cellular
1042217	Global Tower, LLC
1042987	American Towers, Inc.
1044842	Commonwealth of Kentucky
1044800	Commonwealth of Kentucky
1063301	Commonwealth Broadcasting Company
1240441	Bluegrass Cellular
1229868	Global Tower, LLC



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

Aeronautical Study No. 2006-ASO-2063-OE

Issued Date: 04/28/2006

Scott R. Fansler Nextel Partners Operating Corp. 8 Airline Drive, Suite 105 Albany, NY 12143

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

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

Location:

Structure Type: Antenna Tower

nocacion.

Springfield, KY

Latitude:

37-39-3.15 N NAD 83

Longitude:

85-4-40.38 W

Heights:

265 feet above ground level (AGL)

1118 feet above mean sea level (AMSL)

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

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

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

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

This determination expires on 10/28/2007 unless:

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

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

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

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

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

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

If we can be of further assistance, please contact our office at (847)294 7575. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2006-ASO-2063-OE.

Signature Control No: 459222-458176

(DNE)

Vivian Vilaro Technician

Attachment(s)
Frequency Data

7460-2 Attached

# Frequency Data for ASN 2006-ASO-2063-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
851	869	MHz	500	M
935	940	$\mathtt{MHz}$	500	M

16926	Type	UI	FIII
0			

Attn. of. \_\_\_\_ Name:

# Notice of Proposed

	Failure To Provide All Requested Infor	mation May Delay Processing of Your Notice	FOR FAA USE ONLY
J.S. Department of Transportation	Notice of Proposed C	onstruction or Alteration	Aeronautical Study Number
Federal Aviation Administration  1. Sponsor (person, company, etc.)			
Attn of: Scott R. Fansler		9. Latitude: <u>37° 39' 3</u>	. <u>15</u> "
Name: Nextel Partners Operating		10. Longitude: <u>85</u> ° <u>04</u> ' <u>4</u>	o. <u>38</u> "
Address: 8 Airline Drive, Suite 105	3		
City: Albany	State: NY Zip: 12205	<b>11. Datum:</b> ⊠ NAD 83 ☐ NAD 27 ☐ Oth	er
Telephone: <u>518-857-6933</u>		12. Nearest: City: Springfield	State:KY
2. Sponsor's Representative (if of	her than #1) :	13. Nearest Public-use (not private-use) or Milita	ary Airport or Heliport.
Attn. of.		612: LEBANON-SPRINGFIELD	
Name:		14. Distance from #13. to Structure: 7.51 NM	
Address:			
	Ctata: 7in	15. Direction from #13. to Structure: 82 degree	•
	State:Zip: Fax:	16. Site Elevation (AMSL)	<u>853</u> ft.
тејернопе.	- Tan-	17. Total Structure Height (AGL)	<u>265</u> ft.
3. Notice of:   New Constru	uction Alteration Existing	18. Overall height (#16. + #17.) (AMSL)	<u>1118</u> ft.
4. Duration:	☐ Temporary ( months, days)	19. Previous FAA Aeronautical Study Number	· (if applicable):
5. Work Schedule: Beginning 09	5/23/06 End 06/14/06		- OE
6. Type: ⊠ Antenna Tower ☐ 0 ☐ Landfill ☐ Water Tank	Crane ☐ Building ☐ Power Line ☐ Other	20. Description of Location: (Attach a USGS 7 Quadrangle Map with the precise site marked an	
☐ White - Medium Intensity ☐	Dual - Red and Medium Intensity White Dual - Red and High Intensity White Other	Site is located at 9076 Perryville Road, Spring	ıfield, KY.
			(1)10
21. Complete Description of Prop	osal:		Frequency/Power (kW)
New 250 foot AGL Tower with an height 265 feet AGL, 1118 feet AM		nounted appurtenances, overall requested	
FREQS:			
851-869Mhz 500w ERP			
935-940Mhz 500w ERP			
eFile 4/03/06			
Notice is required by 14 Code of Fe requirements of part 77 are subject	ederal Regulations, part 77 pursuant to 49 to a civil penalty of \$1,000 per day until the	J.S.C., Section 44718. Persons who knowingly and enotice is received, pursuant to 49 U.S.C., section	d willingly violate the notice 46301 (a)
I hereby certify that all of the ab	ove statements made by me are true,	complete, and correct to the best of my knowle	edge. In addition, I agree to

I hereby certify that all of the above statements made by me are true mark and/or light the structure in accordance with established marking and lighting standards as necessary.

Date	Typed or Printed name and Title of Person Filing Notice	Signature
4/03/06	Scott R. Fansler Project Manager	



# Kentucky Airport Zoning Commission 200 Mero Street Frankfort, KY 40622

fax: (502) 564-7953 No.: AS-115-612-06-067

(502) 564-4480

May 18, 2006

APPROVAL OF APPLICATION

APPLICANT: Nextel Partners Operating Corp. Scott R Fansler, Project Manager 8 Airline Drive Suite 105 Albany, NY 12205

SUBJECT: AS-115-6I2-06-067

STRUCTURE: Antenna Tower LOCATION: SPRINGFIELD, KY

COORDINATES: 37-39-03.15 N / 85-04-40.38 W

HEIGHT: 265'AGL/1118'AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct 265'AGL/1118'AMSL Antenna Tower near SPRINGFIELD, KY 37-39-03.15 N / 85-04-40.38 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.

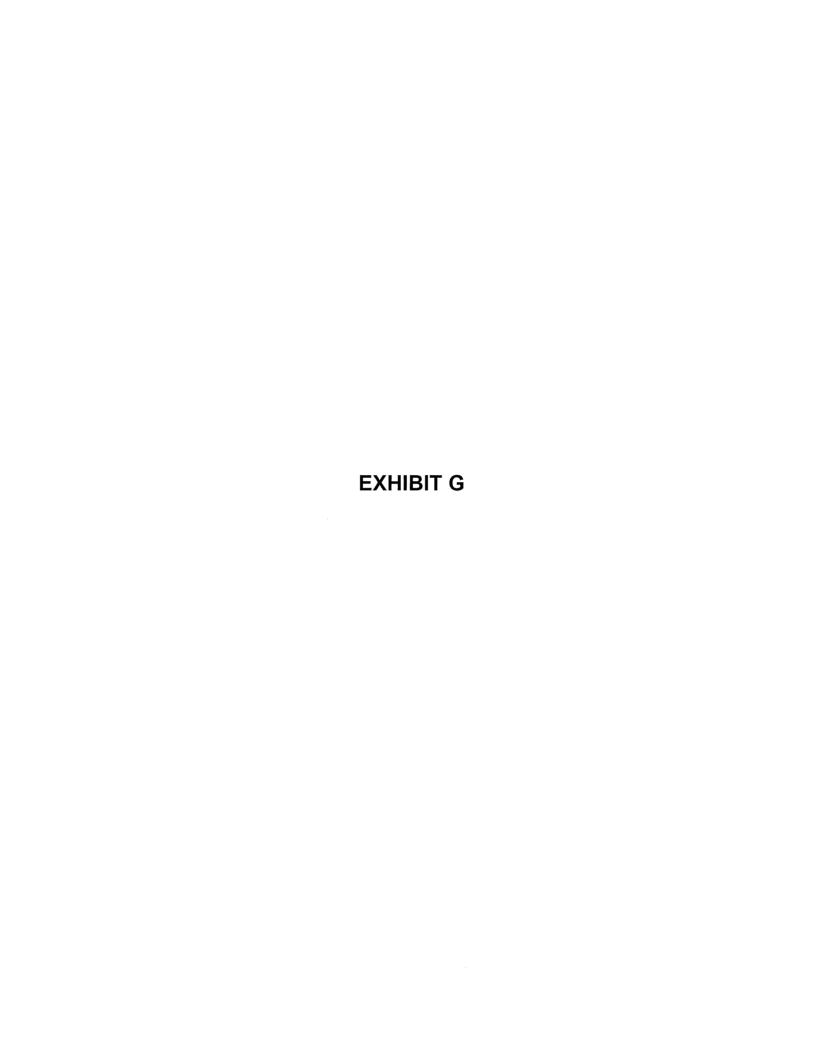
A copy of the approved application is enclosed for your files.

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

ohn Houlihan, Administrator



Kentucky Transportation Cabinet, Kentucky Airport Zoning Commission, 200 Mero S APPLICATION FOR PERMIT TO CONSTRUCT ()R ALTER INSTRUCTIONS INCLUDED						
1. APPLICANT Name, Address, Telephone, Fax, etc.  Nextel Partners operating Corp.  Attn: Scott R. Fansler  8 Airline Drive, Suite 105  Albany, NY 12205  518-857-6933 ph / 518-862-6902 fax	9. Latitude: 37 ° 39 ' 3 15 "  10. Longitude: 85 ° 04 ' 40 38 "  11. Datum: ☒ NAD83 ☐ NAD27 ☐ Other					
2. Representative of Applicant Name, Address, Telephone, Fax	13. Nearest Kentucky public use or Military airport: 612: LEBANON-SPRINGFIELD  14. Distance from #13 to Structure: 7.51nm  15. Direction from #13 to Structure: 82 degrees  16. Site Elevation (AMSL): 853 00 Feet					
3. Application for: ☑ New Construction ☐ Alteration ☐ Existing	17. Total Structure Height (AGL): 265.00 Feet					
4. Duration: Permanent Temporary (MonthsDays)  5. Work Schedule: Start5/23/2006	18. Overall Height (#16 + #17) (AMSL):  1.118.00 Feet  19. Previous FAA and/or Kentucky Aeronautical Study Number(s):  20. Description of Location: (Attach USGS 7.5 minute Quadrangle Map or an Airport layout Drawing with the precise site marked and any certified survey)  Site is located at 9076 Perryville Road, Springfield, KY.					
851-869Mhz 500w ERP 935-940Mhz 500w ERP  22. Has a "NOTICE OF CONSTRUCTION OR ALTERATION" (FAA Form 7460-1) been filed with the Federal Aviation Administration?						
□ No ☑ Yes, When April 03, 2006  CERTIFICATION: I hereby certify that all the above statements made by me are to	rue complete and correct to the best of my knowledge and ballot					
Scott R. Fansler / Project Manager  Printed Name and Title  PENALTIES: Persons failing to comply with Kentucky Revised Statutes (KRS 183.990) and Kentucky Administrative Regulations (602 KAR 050:Series) are liable for fines and/or imprisonment as set forth in KRS 183.990(3) Non-compliance with Federal Aviation Administration Regulations may result						
in further penalties.	man, KAZC Administrator, KAZC  Date 5/18/66					



#### ASR Registration Search

# Registration 1253600

Reference Copy \* Map Registration

Registration Detail

Reg Number 1253600 Status Granted

File Number A0506189 Constructed

 FAA Study
 2006-ASO-2063-OE
 EMI
 No

 FAA Issue Date
 04/28/2006
 NEPA
 No

Antenna Structure

Structure Type TOWER - Free standing or Guyed Structure used for Communications Purposes

Location (in NAD83 Coordinates)

Lat/Long 37-39-03.2 N 085-04-40.4 W 9076 Perryville Road

City, State Springfield, KY

Center of AM Array

Heights (meters)

Elevation of Site Above Mean Sea Level Overall Height Above Ground (AGL)

260.0 80.8

Overall Height Above Mean Sea Level Overall Height Above Ground w/o Appurtenances

340.8 76.2

**Painting and Lighting Specifications** 

FAA Chapters 4, 8, 12

Paint and Light in Accordance with FAA Circular Number 70/7460-1K

**Owner & Contact Information** 

FRN 0004121786 Licensee ID L00154876

Owner

Nextel Partners Operating Corp. P: (518)857-6933

Attention To: Scott R. Fansler E: scott.fansler@nextelpartners.com

8 Airline Drive, Suite 105

Albany , NY 12205

Contact

Fansler , Scott R P: (518)857-6933

8 Airline Drive, Suite 105 E: scott.fansler@nextelpartners.com

Albany , NY 12205

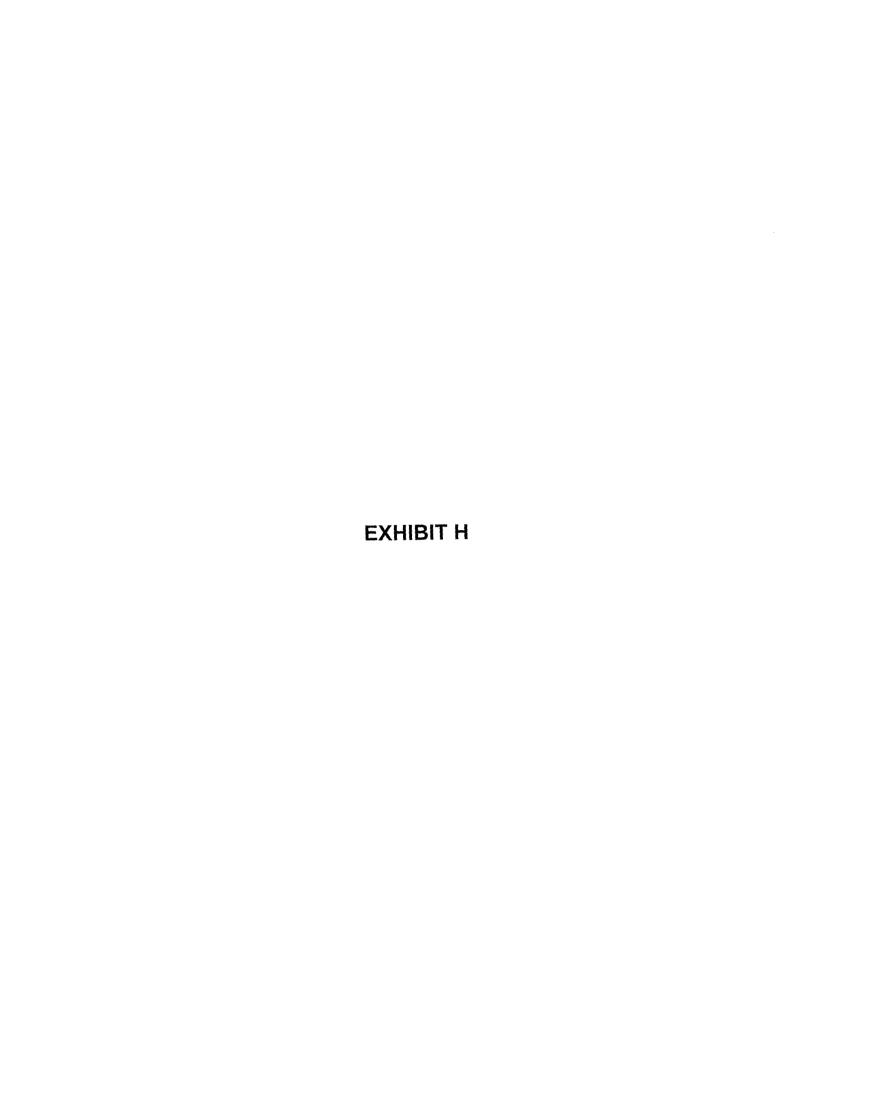
**Last Action Status** 

Status Granted Received 05/25/2006
Purpose New Entered 05/25/2006

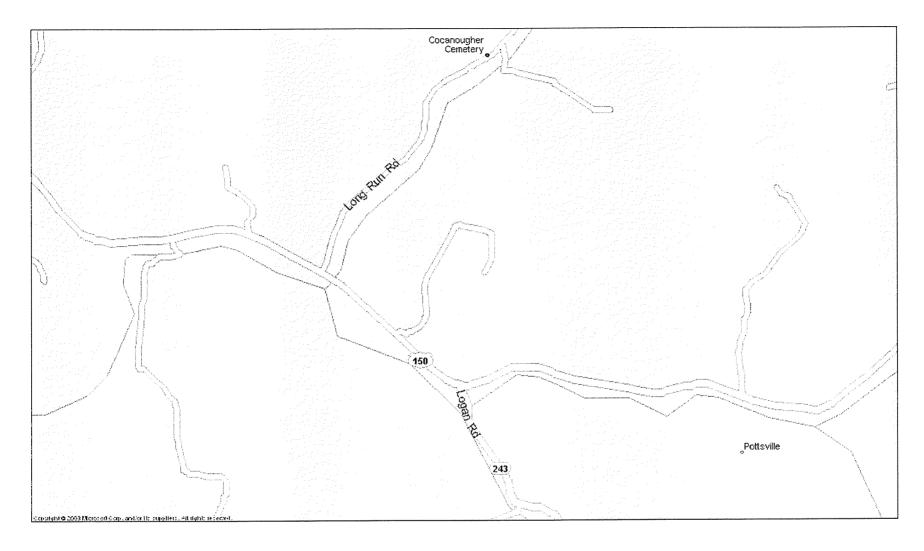
Mode Interactive

**Related Applications** 

05/25/2006 A0506189 - New (NE)



# Gravel Switch Driving Directions



From County Seat take US 150 East approximately 9.0 miles; Pass Long Run Road and Site is on the left just past New Beginnings Community Church.

Directions Prepared By: Briggs Law Office, PSC, 17300 Polo Fields Lane, Louisville, KY 40245 (502) 254-9756

#### OPTION AND GROUND LEASE AGREEMENT

#### I. OPTION TO LEASE

- I. Grant of Option. Optionor is the owner of a parcel or parcels of real property located at Highway 150 in the City of Springfield, State of Kentucky, as more particularly described in Exhibit "A" annexed hereto (the "Parent Parcel"). 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 ("Option") to lease a certain portion or portions of the Parent Parcel (the "Property"), together with easements for ingress, egress and utilities for the duration of this Agreement (collectively, the "Easement"). The Property together with the Easement are collectively the "Premises" and are more particularly described and/or depicted on Exhibit "B" attached hereto. Optionor agrees and acknowledges that Optionee may at Optionee's sole cost and expense have a metes and bounds survey prepared of the Premises and that the legal description of the Premises as shown on the survey shall thereafter become the legal description of the Premises. Any assignment of this Option that is entered into by Optionor or Optionee shall be subject to the provisions of this Agreement. Optionee may assign this Agreement without the consent of Optionor.
- 2. Option Initial Term. The initial term of this Option shall be for twelve (12) months from the date this Option is executed by Optionee ("Option Initial Term").
- 3. <u>Consideration for Option</u>. Consideration for the Initial Term of the Option granted hereunder shall be and No/100 Dollars (\$ ("Option Consideration"). Payment of the Option Consideration by Optionee to Optionor shall be credited in full to the first year's Rent 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 One (One) additional period(s) of six (6) months each ("Option Renewal Term(s)") by Optionee paying to Optionor the additional consideration of the Additional Consideration of the then existing term of this Option. Any Option Extension Consideration shall be credited in full to the first year's Rent 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 Premises free and clear of all liens and encumbrances. 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 Premises. In the event that Optionee objects to any defect or cloud on title to the Premises, Optionee may declare this Option 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 Optionec to Optionor; and
  - (b) Optionor has the authority to enter into and be bound by the terms of this Option;

Rev. 04-2005

and

Site Name: Gravel Switch Site #: KY320P

- (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 Premises; and
- (d) The Premises are 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 adversely affect Optionee's Intended Use (as defined in Paragraph 11 below) of the Premises until this Option expires or is terminated by Optionee.

These representations and warranties of Optionor shall survive the exercise of the Option and the termination or expiration of the term of this Agreement.

- 6. <u>Taxes.</u> Any ad valorem taxes or other special assessment taxes attributable to the Premises during the Initial Term and any Renewal Term of the Option shall be paid by Optionor.
- 7. <u>Liquidated Damages</u>. 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. <u>Inspections and Investigations</u>. Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Premises 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 Premises. Optionor shall provide Optionee with any necessary keys or access codes to the Premises if needed for ingress and egress, and Optionee shall not unreasonably interfere with Optionor's use of the Premises in conducting these activities.
- 9. <u>Further Acts.</u> Optionor shall cooperate with Optionee in executing any documents necessary to protect Optionee's rights under this Option or Optionee's use of the Premises 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 Premises 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 Premises shall govern the relationship of the parties and this Agreement shall thereafter be referred to as the "Lease," Optionor shall thereafter be referred to as Lessor and Optionee shall thereafter be referred to as Lessoe. The date of the written notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date")
- Use. The Premises 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 ("Intended Use"). Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Premises (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. <u>Initial Term.</u> The term of this Lease shall be five (5) years commencing on the Commencement Date and terminating on the fifth (5<sup>th</sup>) anniversary of the Commencement Date ("Initial Term").
- 13. <u>Renewal Terms</u>. 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 in writing of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

#### 14. Consideration.

- (a) During the Initial Term, Lessee shall pay Lessor the sum of and no /100 Dollars (\$\) per annum to be paid in equal monthly installments of and 00/100 (\$\) as rental ("Rent"). Rent shall be payable on the first day of each month in advance 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 Rent 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 during each Renewal Term shall increase by percent (%%) over the Rent payable during the immediately preceding term.
- 15. <u>Lessor's Representations and Warrantics</u> Lessor represents and warrants that (i) Lessee's Intended Use of the Premises 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 is not prohibited by any covenants, restrictions, reciprocal easements, servitudes, subdivision rules or regulations; (ii) there are no easements, licenses, rights of use or other encumbrances on the Premises which will interfere with or constructively prohibit Lessee's Intended Use of the Premises; and (iii) 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. <u>Conditions Subsequent</u>. In the event that Lessee's Intended Use of the Premises is actually or constructively prohibited through no fault of Lessee then, without limiting any other remedy in law or equity, Lessee shall have the option to terminate this Lease and Lessee shall be entitled to a refund from Lessor of 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. <u>Interference</u>. Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use any portion of the Parent Parcel or adjacent real property owned by Lessor in any way which interferes with Lessee's Intended Use of the Premises. 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. <u>Improvements; Utilities; Access.</u>

- (a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Premises improvements, personal property and facilities, including without limitation, towers, a structural tower base, radio transmitting and receiving antennas, communications equipment, an equipment cabinet or shelter and related facilities (collectively the "Tower Facilities"). The Tower Facilities shall remain the exclusive property of the Lessee throughout the term and upon termination of this Lease. Lessee shall 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 the Tower Facilities or Premises. 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 Premises is a guyed tower, Lessor also grants Lessee an easement in, over, across and through Lessor's real property during the Initial Term and any Renewal Term of this Lease for the installation and maintenance of and reasonable access to the guy wires and guy wire anchors.
- (b) Lessee shall have the right to install power, telco, and any other utilities on the Property, at Lessee's expense, and to improve present utilities on the Premises (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 Premises 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 Premises, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on the Parent Parcel or 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.
- Lease enjoy ingress, egress, and access from the Premises to an open and improved public road which presently exists and which shall be adequate to service the Premises and the Tower Facilities. If no such public road exists or ceases to exist in the future, Lessor will grant an exclusive easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Premises 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.
- (d) If, at any time on or before the expiration or earlier termination of this Lease, the Tower Facilities cease to be operated as a wireless telecommunications facility, Lessee, or its assignee, as the case may be, will remove the Tower Facilities and restore the Premises to substantially the same condition existing on the Commencement Date of this Lease, except for ordinary wear and tear and casualty loss, within six (6) months of cessation of operation thereof.
- 19. <u>Termination</u>. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:
- (a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within sixty (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 good faith efforts to cure the default within such period the cure period may be extended upon mutual agreement, in writing, of the parties hereto;

- (b) Upon thirty (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 upon written notice from Lessee to Lessor.
- 20. <u>Subleases</u>. Lessee at its sole discretion shall have the right, without any need to obtain the consent of Lessor, to license or sublease all or a portion of the Premises 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 Premises including but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Premises by said licensee(s) and sublessee(s). Lessee's licensee(s) and sublessee(s) shall be entitled to all rights of ingress and egress to the Premises and the right to install utilities on the Premises as if said licensee or sublessee were the Lessee under this Lease.
- 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 Premises. Lessee shall pay as additional Rent any increase in real property taxes levied against Premises which are directly attributable to Lessec's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Lessor furnishes proof that such increase to Lessee. In the event that Lessor fails to pay when due any taxes affecting the Premises 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. Lessor agrees to provide to Lessee a copy of any notice, assessment or billing relating to any real or personal property taxes for which Lessee is responsible under this Lease within thirty (30) days of receipt of same by Lessor. Lessee shall have no obligation to make payment of any real or personal property taxes until Lessee has received notice, assessment or billing relating to such payment in accordance herewith. Lessee shall have the right, at its sole option, and at its sole cost and expense, to appeal, challenge or seek modification of any real or personal property tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Lease. Lessor shall reasonably cooperate with Lessee in filing, prosecuting and perfecting any appeal or challenge to real or personal property taxes as set forth herein, including but not limited to executing consent to appeal or other similar document.
- 22. <u>Damage or Destruction</u>. If the Premises 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 by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date the Tower Facilities are removed from the Property and the Premises are restored to the condition existing as of the Commencement Date, except for ordinary wear and tear and casualty loss.
- 23. <u>Condemnation</u>. If a condemning authority takes all of the Premises, or a portion sufficient in Lessee's determination, to render the Premises in the opinion of Lessee unsuitable for the use which Lessee was then making of the Premises, 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 Premises (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 Premises to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph.

- Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Tower Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises and Tower Facilities. Lessor, at Lessor's sole cost and expense, shall procure and maintain on the Parent Parcel, bodily injury and property damage insurance with a combined single limit of at least Three Hundred Thousand Dollars (\$300,000) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor's use, occupancy and maintenance of the Parent Parcel.
- 25. Environmental Compliance. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority ("Hazardous Materials") on, under, about or within the Parent Parcel and/or Easement in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Parent Parcel and/or Easement in violation of any law or regulation. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. This Lease shall at the option of Lessee terminate and be of no further force or effect if Hazardous Materials are discovered to exist on the Parent Parcel and/or Easement through no fault of Lessee after Lessee takes possession of the Premises and Lessee shall be entitled to a refund of all the consideration paid in advance to Lessor under this Lease.

#### 26. Environmental Indemnities.

- (a) Lessor, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessee from and against any and all environmental damages arising from the presence of Hazardous Materials upon, about or beneath the Parent Parcel and/or Easement, or migrating to or from the Parent Parcel and/or Easement, or arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Parent Parcel and/or Easement 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.
- (b) Lessee, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessor from and against environmental damages caused by the presence of Hazardous Materials on the Premises arising solely as the result of Lessee's activities after the execution of this Lease.
- (c) Notwithstanding the obligation of Lessor to indemnify Lessee pursuant to this Lease, Lessor shall, upon demand of Lessee, and at Lessor's sole cost and expense, promptly take all actions to remediate the Parent Parcel and/or Easement which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Premises, which remediation is necessitated from the presence upon, about or beneath the Parent Parcel and/or Easement of a Hazardous Material. Such actions shall include but not be limited to the investigation of the environmental condition of the

Parent Parcel and/or Easement, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Parent Parcel and/or Easement to the condition existing prior to the introduction of Hazardous Material upon, about or beneath the Parent Parcel and/or Easement notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

- The duties and indemnifications in this paragraph shall survive expiration or earlier termination of this Lease.
- 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, or via a nationally recognized overnight delivery service to the following addresses or to such other addresses as may be specified in writing at any time during the term of this Lease:

If to Lessor, to:

Name:

Donnie and Linda Staton

Address:

9867 Perryville Road Springfield, KY 40069

Attention:

Phone:

336-7820 (859)

Fax:

Federal I.D. or Social Security No.: 405 60 8003

If to Lessee, to:

Nextel Partners 4500 Carillon Point Kirkland, WA 98033 Attention: Lease Administrator

With a copy to:

Nextel Partners 13405 Eastpoint Centre Drive, Suite 100 Anchorage, KY 40223 Attention: Project Manager

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 Premises free and clear of any liens and encumbrances or mortgages; and (iii) the Premises 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 Premises 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. In the event that Lessor fails to keep the Premises free and clear of any liens and encumbrances, Lessee shall have the right but not the obligation to satisfy such lien or encumbrance and deduct the full amount paid by Lessee on Lessor's behalf from future installments of Rent. Lessor further warrants that the Property is in compliance with all current State Historical Preservation Office (SHPO) requirements. Lessor agrees to indemnify and hold harmless

Lessee from any and all claims and/or notices of non-compliance brought against Lessor for any breach by Lessor of this warranty, and Lessor agrees to allow Lessee to continue to quietly enjoy the use of Lessor's Property while Lessor remedies any such non-compliance. Should Lessee's use of the Property become compromised due to any breach of the warranty contained in this subparagraph, Lessor acknowledges that Lessee shall be substantially harmed and Lessee will seek to recover from Lessor any damages Lessee may sustain.

- Assignment. Any sublease, license or assignment of this Lease that is entered into by 29. Lessor or Lessee shall be subject to the provisions of this Lease. Lessee may assign this Lease without the consent of Lessor. Additionally, Lessee may 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"). If requested, 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 ten (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 Premises during a thirty (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. <u>Successors and Assigns</u>. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.
- 31. <u>Waiver of Lessor's Lien</u>. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.
- 32. <u>Waiver of Incidental and Consequential Damages</u>. 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 Premises by Lessee or its agents, licensees' or sublessees'.

#### 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 ten (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 Premises, including but not limited to affidavits relating to title curative measures and subordination and non disturbance agreements 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 Premises 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) Simultaneous with the execution of this Lease, Lessor shall execute and deliver to Lessee a Memorandum of Lease, which Lessee may file of record in the property records in the county in which the Premises are located, which sets forth the names and addresses of Lessor and Lessee, the legal description of the Parent Parcel and the Premises, the duration of the Initial Term and the quantity and duration of the Renewal Terms.
- (i) In the event the Premises is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish, within thirty (30) days written request by Lessee, a non-disturbance agreement to the effect that Lessee and Lessee's sublessees or licensees will not be disturbed in the occupancy of the Premises by any foreclosure; provided that the rights and interests of Lessee under this Lease shall be subject and subordinate to such mortgage or deed of trust.
- (j) Lessee may obtain title insurance on its interest in the Premises and Easement, and Lessor shall cooperate by executing documentation required by the title insurance company.
- (k) 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 Premises including but not limited to land use and zoning applications.
- (l) 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.
- (m) Lessor will not, during the term of this Lease together with any extensions thereof, enter into any other lease, license, or other agreement for a similar purpose as set forth herein, on or adjacent to the Property.
- (n) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Lease, such party shall not unreasonably condition, delay or withhold its approval or consent.
- 34. <u>Liability and Indemnity</u> Lessee shall indemnify and hold Lessor harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessee or Lessee's agents or employees in or about the

Property. Lessor shall indemnify and hold Lessee harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessor or Lessor's agents, employees, lessees, invitees, contractors or other tenants occurring in or about the Parent Parcel. The duties described herein survive termination of this Lease.

35. <u>Confidentiality</u>. Lessor shall not disclose to any third party the Option Consideration or Rent payable by Lessee under this Lease and shall treat such information as confidential, except that Lessor may disclose such information to prospective buyers, prospective or existing lenders, to Lessor's affiliates and attorneys, or as may be required by law or as may be necessary for the enforcement of Lessor's rights under this Lease. Lessor acknowledges that the disclosure of such information to any other parties may cause Lessee irreparable harm, and in the event of such disclosure, as an additional remedy, Lessee shall have the right to terminate this Lease upon giving thirty (30) days written notice thereof to Lessor.

[SIGNATURES APPEAR ON NEXT PAGE]

Rev. 04-2005

IN WITNESS WHEREOF, Optionor and Optionee have executed this Agreement and Lease as of the date affixed to their signatures below.

#### OPTIONOR/LESSOR:

Donnie Staton and Linda Staton
By: \Land Staton / States  By: \Land Tage States  Name: Linda Staton.  Date: \Land Staton.
State of Kentucky
County of Liashinston
Before me, In a file of the State personally appeared Donnie Staton, personally known to me (or proved to me on the basis of satisfactor evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that _he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal, this 15 day of 5 day of , 200 kg
Signature Amazica Aliterica NOTARY SEAL  My commission expires:
may continuous oxpites.

State of Kentucky	
County of	
personally appeared Linda Staton, pevidence) to be the person whose n that _he executed the same in I	the undersigned, a Notary Public for the State, ersonally known to me (or proved to me on the basis of satisfactory ame is subscribed to the within instrument and acknowledged to me nis/her authorized capacity, and that by his/her signature on the which the person acted, executed the instrument.
WITNESS my hand and official seal	, this $\frac{18}{18}$ day of $\frac{3}{18}$ day of $$
	nature Arryolis L. Medley
NOTARY SEAL My	commission expires: \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\

#### OPTIONEE/LESSEE:

#### EXHIBIT "A"

#### DESCRIPTION OF PARENT PARCEL

The Parent Parcel is described and/or depicted as follows:

# A. H. ROBERTSON, co. clerk by

DEED

SEP 17 3 10 PH '92 WASHINGTON

THIS DEED OF CONVEYANCE, made and entered into this Aday of September, 1992, by and between EUGENE TAYLOR and BERTIE M. TAYLOR, his wife (Grantors), whose post office address is 9226 Perryville Road, Springfield, Washington County, Kentucky, 40069, and DONNIE STATON and LINDA STATON, his wife (Grantees), whose post office address is 10000 Perryville Road, Springfield, Washington County, Kentucky, 40069.

wITNESSETH: That for the valuable consideration of Thirty Thousand Dollars (\$30,000.00) cash, paid to the Grantors by the Grantees, receipt of which the Grantors do hereby acknowldge, the Grantors do hereby grant, bargain, sell and convey with Covenant of General Warranty of Title unto the Grantees, as joint tenants with right of survivorship, their heirs and assigns forever, the following described real property, to-wit:

A CERTAIN TRACT OR PARCEL OF LAND in Washington County, State of Kentucky, on the waters of the Little Beech Fork and bounded as follows:

BEGINNING at a hickory corner to Cocanougher and Kimberlin and running with Kimberlins line S 20½ E 20 poles to a sugar tree, thence S 8 E 112 poles to a Mulberry corner to Kimberlin thence N 83 E 136½ poles to a hickory tree in Harmons Line corner to John Statons. Thence 2 W 55½ poles to a stone near drain, thence up said drain as it menaders 58 poles to a walnut tree near the drain, thence S 81 W 23½ poles

4

to a stone corner to Cocanougher, thence N  $87\frac{1}{2}$  thence W  $62\frac{1}{2}$  poles to a stone corner to same W  $62\frac{1}{2}$  to a stone corner to Cocanougher thence N 58 W 42 poles to a stone corner to same thence S 50 W  $40\frac{1}{2}$  poles to the beginning containing 110 acres, more or less.

Also, the following described property:

A CERTAIN TRACT OF LAND situated in Washington County, Kentucky, which is bounded and described as follows:

BEGINNING at a bridge on the Springfield and Perryville Turnpike and running East with said turnpike to a stone in W. B. Elliott's line, thence North with said line to a stone in R. J. Young's line, thence West with said line to a branch, thence with the center of said branch South to the beginning, containing fifteen (15) acres, more or less.

THIS BEING THE SAME PROPERTY which was conveyed to Eugene Taylor by deed dated February 14, 1989, from Randall Scott and Norma Scott, his wife, recorded in the office of the Clerk of the Washington County Court in Deed Book 203, page 039.

To have and to hold the above described real property together with all of the rights, privileges, appurtenances and improvements thereunto belonging unto the Grantees, as joint tenants with right of survivorship, their heirs and assigns forever, in fee simple with Covenant of General Warranty of Title.

The Grantors further covenant that they are lawfully seized of the within described real property with full right and power to convey, and that said property is free and clear from all liens and encumbrances whatsoever, except state and local taxes for the year 1992 which shall be prorated between the parties, and all subsequent taxes which the Grantees hereby assume and agree to pay.

Provided, however, that this conveyance is made subject to restrictions, stipulations and easements of record affecting this property.

The parties hereto state that the consideration reflected herein is the full consideration paid for the above described property. Grantees join in this Deed for the sole purpose of certifying the consideration pursuant to KRS 382.1

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Eugene Taylor

Bertie M. Taylor

Donnie Staton

Linda Staton

Prepared by:

MATTINGLY, SIMMS and COCANOUGHER Attorneys at Law 108 West Main Street Springfield, KY 40069 (606) 336-3901

J. TIMOTHY COCANOUGHER

STATE OF KENTUCKY

COUNTY OF WASHINGTON

I, a Notary Public, in and for the state and county and state aforesaid do hereby certify that the foregoing Deed was produced before me in said county and state and was signed, sworn and acknowledged by Eugene Taylor and Bertie M. Taylor, his wife; and Donnie Staton

and Linda Staton, his wife, to be their voluntary act and deed.

1992.

Given under my hand this 1771 day of September,

My commission will expire \_\_\_\_\_\_.

H, A. H. BOSERTSON, CLICK

TOTY AND STATE AFORESAID, DO 10

ু বিষয়

WAS PRODUCED TO ME !!! (7-17-9.)

17-77-9.)

ACKNOWLEDGMENT AND WHICH WITH THE PERSON THE FOREST DUNEIN LOS BOOK NO. 222 F 5 540

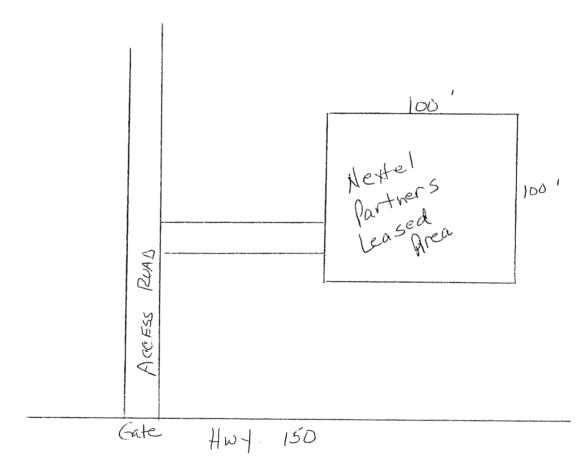
GIVEN UNDER MY HAND THIS THE 9-24 1921.

A.H. RODESTEUM, CLECK BY JOSEPH COLUMN

#### EXHIBIT "B"

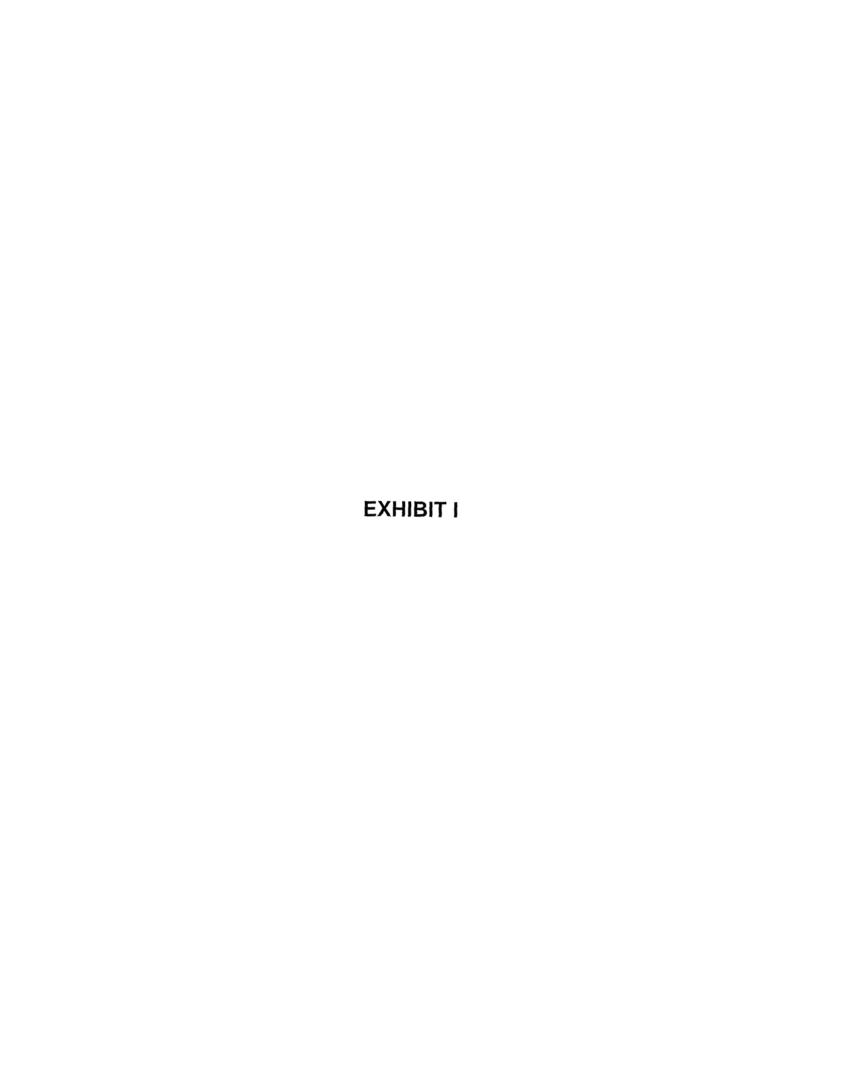
#### DESCRIPTION OR DEPICTION OF PREMISES

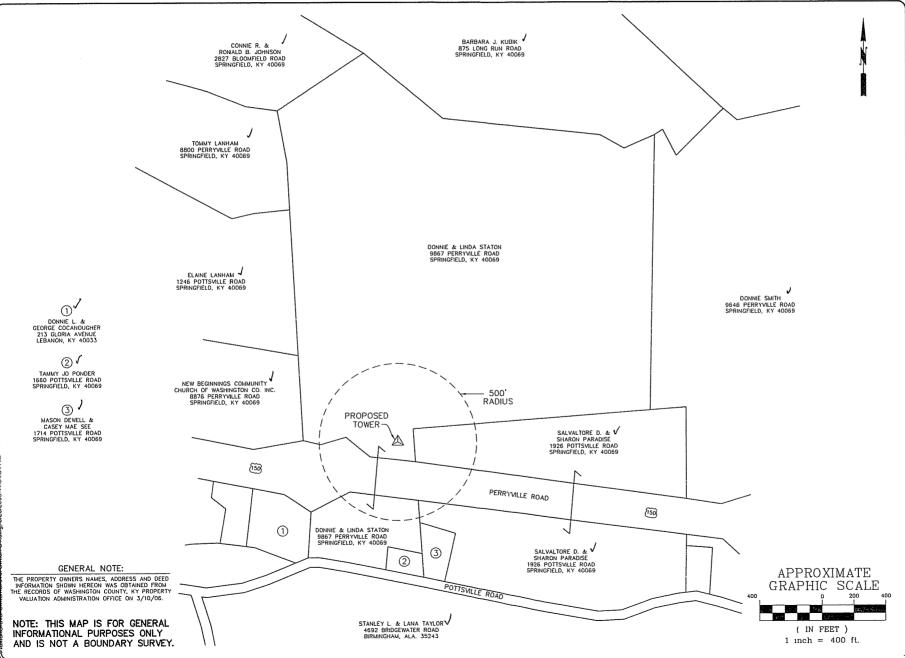
An approximately 100' x 100' tract of land, together with easements for ingress, egress and utilities described or depicted as follows:



#### Notes:

- 1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
- 2. Width and locality of access road shall be the width required by the applicable governmental authorities and utility providers, including police and fire departments.







13405 EASTPOINT CENTRE DRIVE ANCHORAGE, KENTUCKY 40223 (502) 245-2771

BTM ENGINEERING, INC.

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

STATE of KENTUCKY

STATE of KENTUCKY

JOHN

CHARLES

JIS2

LICENSED

PROFESSIONAL

LAND SURVEYOR

Chall

TF NAME:

GRAVEL SWITCH

SITE NUMBER:
KY320P

SITE ADDRESS: 9076 PERRYVILLE ROAD SPRINGFIELD, WASHINGTON CO., KY 40069

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

PROPERTY OWNER:
DONNIE & LINDA STATON
9867 PERRYVILLE ROAD
SPRINGFIELD, KENTUCKY 40069

47

011

TAX MAP NUMBER:

PARCEL NUMBER:

SOURCE OF TITLE:

D.B. 222, PG. 540

(LATITUDE: 37'39'03.150"

LONGITUDE: B5'04'40.382"

	NO.	REVISION/ISSUE	DATE
	1	SURVEY	3/17/06

500' RADIUS VICINITY MAP

SHEET:

C-1

#### **Gravel Switch Landowner Notice Listing**

New Beginnings Community Church of Washington County, Inc. 8876 Perryville Road Springfield, KY 40069

Donnie L. & George Cocanougher 213 Gloria Avenue Lebanon, KY 4003

Mason Dewell & Casey Mae See 1714 Pottsville Road Springfield, KY 40069

Elaine Lanham 1246 Pottsville Road Springfield, KY 40069

Connie R. and Ronald B. Johnson 2827 Bloomfield Road Springfield, KY 40069

Barbara J. Kubik 875 Long Run Road Springfield, KY 40069

Tommy Lanham 8800 Perryville Road Springfield, KY 40069

Salvaltore D. and Sharon Paradise 1926 Pottsville Road Springfield, KY 40069

Tammy Jo Ponder 1660 Pottsville Road Springfield, KY 40069

Donnie Smith \*\*(attempted notice) 9646 Perryville Road Springfield, KY 40069

Stanley L. and Lana Taylor 4692 Bridgewater Road Birmingham, AL 35243

#### TODD R. BRIGGS

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

## Notice of Proposed Construction Wireless Telecommunications Facility

Via Certified Mail

New Beginnings Community Church of Washington County, Inc. 8876 Perryville Road Springfield, KY 40069

Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 9076 Perryville Road, Springfield, Kentucky 40069. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately fifteen foot tall lightning arrestor, for a total height not to exceed 265 feet, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00237 in any correspondence.

Sincerely,

Todd R. Briggs

Attorney for Nextel WIP Lease Corp.

#### TODD R. BRIGGS

17300 POLO FIELDS LANE

#### LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

## Notice of Proposed Construction Wireless Telecommunications Facility

Via Certified Mail
Donnie L. & George Cocanougher
213 Gloria Avenue
Lebanon, KY 40033

Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 9076 Perryville Road, Springfield, Kentucky 40069. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately fifteen foot tall lightning arrestor, for a total height not to exceed 265 feet, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00237 in any correspondence.

Sincerely,

Todd R. Briggs

Attorney for Nextel WIP Lease Corp.

Chlage

#### TODD R. BRIGGS

17300 POLO FIELDS LANE

#### LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

## Notice of Proposed Construction Wireless Telecommunications Facility

Via Certified Mail

Mason Dewell & Casey Mae See 1714 Pottsville Road Springfield, KY 40069

Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 9076 Perryville Road, Springfield, Kentucky 40069. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately fifteen foot tall lightning arrestor, for a total height not to exceed 265 feet, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00237 in any correspondence.

Sincerely,

Todd R. Briggs

Attorney for Nextel WIP Lease Corp.

tall Ky

#### TODD R. BRIGGS

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

## Notice of Proposed Construction Wireless Telecommunications Facility

Via Certified Mail
Elaine Lanham
1246 Pottsville Road
Springfield, KY 40069

Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 9076 Perryville Road, Springfield, Kentucky 40069. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately fifteen foot tall lightning arrestor, for a total height not to exceed 265 feet, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00237 in any correspondence.

Sincerely,

Todd R. Briggs

Attorney for Nextel WIP Lease Corp.

latel K By

#### TODD R. BRIGGS

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

## Notice of Proposed Construction Wireless Telecommunications Facility

Via Certified Mail
Connie R. and Ronald B. Johnson
2827 Bloomfield Road
Springfield, KY 40069

Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 9076 Perryville Road, Springfield, Kentucky 40069. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately fifteen foot tall lightning arrestor, for a total height not to exceed 265 feet, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00237 in any correspondence.

Sincerely,

Todd R. Briggs

Attorney for Nextel WIP Lease Corp.

Noll K By

#### TODD R. BRIGGS

17300 POLO FIELDS LANE
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

## Notice of Proposed Construction Wireless Telecommunications Facility

Via Certified Mail
Barbara J. Kubik
875 Long Run Road
Springfield, KY 40069

Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 9076 Perryville Road, Springfield, Kentucky 40069. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately fifteen foot tall lightning arrestor, for a total height not to exceed 265 feet, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00237 in any correspondence.

Sincerely,

Todd R. Briggs

Attorney for Nextel WIP Lease Corp.

lule x Ey

#### TODD R. BRIGGS

17300 POLO FIELDS LANE

#### LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

#### Notice of Proposed Construction Wireless Telecommunications Facility

Via Certified Mail

Tommy Lanham 8800 Perryville Road Springfield, KY 40069

Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 9076 Perryville Road, Springfield, Kentucky 40069. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately fifteen foot tall lightning arrestor, for a total height not to exceed 265 feet, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00237 in any correspondence.

Sincerely,

Todd R. Briggs

Attorney for Nextel WIP Lease Corp.

lahla Syr

#### TODD R. BRIGGS

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

#### Notice of Proposed Construction Wireless Telecommunications Facility

Via Certified Mail
Salvaltore D. and Sharon Paradise
1926 Pottsville Road
Springfield, KY 40069

Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 9076 Perryville Road, Springfield, Kentucky 40069. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately fifteen foot tall lightning arrestor, for a total height not to exceed 265 feet, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00237 in any correspondence.

Sincerely,

Todd R. Briggs

Attorney for Nextel WIP Lease Corp.

Chill & By

#### TODD R. BRIGGS

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

### Notice of Proposed Construction Wireless Telecommunications Facility

Via Certified Mail

Tammy Jo Ponder 1660 Pottsville Road Springfield, KY 40069

Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 9076 Perryville Road, Springfield, Kentucky 40069. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately fifteen foot tall lightning arrestor, for a total height not to exceed 265 feet, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00237 in any correspondence.

Sincerely,

Todd R. Briggs

Attorney for Nextel WIP Lease Corp.

hell & By

#### TODD R. BRIGGS

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

### Notice of Proposed Construction Wireless Telecommunications Facility

Via Certified Mail
Donnie Smith
9646 Perryville Road
Springfield, KY 40069

Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 9076 Perryville Road, Springfield, Kentucky 40069. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately fifteen foot tall lightning arrestor, for a total height not to exceed 265 feet, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00237 in any correspondence.

Sincerely,

Todd R. Briggs

Attorney for Nextel WIP Lease Corp.

fall by

#### TODD R. BRIGGS

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

#### Notice of Proposed Construction Wireless Telecommunications Facility

Via Certified Mail
Stanley L. and Lana Taylor
4692 Bridgewater Road
Birmingham, AL 35243

Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 9076 Perryville Road, Springfield, Kentucky 40069. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately fifteen foot tall lightning arrestor, for a total height not to exceed 265 feet, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00237 in any correspondence.

Sincerely,

Todd R. Briggs

Attorney for Nextel WIP Lease Corp.

della By

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse</li> </ul>	A. Signature  X Chnych would Agent  Addressee
so that we can return the card to you.  Attach this card to the back of the mailpiece, or on the front if space permits.	B. Received by (Printed Name) C. Date of Delivery  D. Is delivery address different from item 1?
1. Article Addressed to: New Beginnings Community	If YES, enter delivery address below:
New Beginnings Community Church	
9876 Parryolle 14	3. Service Type  Certified Mail  Express Mail
Springfield, KY 40069	☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.  4. Restricted Delivery? (Extra Fee) ☐ Yes
2. Article Number (Transfer from service lat	0006 5596 8476
PS Form 3811, February 2004 Domestic Re	eturn Receipt 102595-02-M-1540
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse</li> </ul>	A. Signature  X. Agent  Addressee
so that we can return the card to you.  Attach this card to the back of the mailpiece, or on the front if space permits.	B. Received by ( Printed Name) C. Date of Delivery
1. Article Addressed to:	D. Is delivery address different from item 1? ☐ Yes  If YES, enter delivery address below: ☐ No
Elaine Canham 1246 Potsville Rd	
Springhold, HY0069	3. Service Type  ★ Certified Mail
2. Article Number 7005 18	4. Hestricted Delivery? (Extra Fee)
PS Form 3811, February 2004 Domestic Re	eturn Receipt 102595-02-M-1540
SENDER: COMPLETE THIS SECTION  Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  Print your name and address on the reverse so that we can return the card to you.	A. Signature  A. Signature  A. Signature  Addressee  B. Received by (Printed Name)  C. Date of Delivery
Attach this card to the back of the mailpiece or on the front if space permits.	D. Is delivery address different from item 1?  Yes
1. Article Addressed to:  Barbara J. Kubik  875 Long Run Rd  Spring field, 164  4069	If YES, enter delivery address below: ☐ No
875 Long Run 14d	3. Service Type  Ø Certified Mail □ Express Mail
Spring field, 129 40069	Certified Mail
2. Article Number 7005 lu	4. Restricted Delivery (2004) 1990
(Transfer from service labe,	

SENDER: COMPLETE THIS SECTION	
<ul> <li>SENDIAR COMPLETE THIS SECTION</li> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> </ul>	A. Signature
Print your name and address on the reverse so that we can return the card to you.  Attach this card to the back of the mailpiece,	B. Necestred by (Printed Name)  C. Date of Delivery
or on the front if space permits.  1. Article Addressed to:	D. Is delivery address different from item 1? Yes If YES, enter delivery address below: No
Stanley (+ lana Taylor 4692 Bridgewater Ild	JUN 1 3 2006
4692 Briagecount	3. Service Type
Birmingham, AC 35243	☐ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.
2. Article Number (Transfer from service la	4. Restricted Delivery? (Future Carlotte Deliver
PS Form 3811, February 2004 Domestic Res	turn Receipt 102595-02-M-1540
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse</li> </ul>	A. Signature  X MMUS + COLA GARAGENT  Addressee
so that we can return the card to you.  Attach this card to the back of the mailpiece, or on the front if space permits.	B. Received by (Printed Name) C. Date of Deliveryo
Article Addressed to:      Dua Alex	D. Is delivery address different from light? [1] Nes If YES, enter delivery address below:
Tammy Jo Ponder 1660 Pottsville Road	
Spring field, 144 40069	3. Service Type  Certified Mail
2. Article Number 7002 2410	0006 5596 8414
(Italister Hotti Service lat	turn Receipt 102595-02-M-1540
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  Print your name and address on the reverse so that we can return the card to you.	A. Signature  C. Sate of Delivery
Attach this card to the back of the mailpiece, or on the front if space permits.	Sharph A. Paradisto 2  D. Is delivery address different from Item R  Yes 53
1. Article Addressed to: Salva (HVC D. Sharon	If YES, enter delivery address below of No
Salvaltore D. Sharon Paradise	
1926 Potkulle Read	3. Service Type  Certified Mail
Springfield, K940069	☐ Registered ☐ Return Receipt for Merchandise☐ Insured Mail ☐ C.O.D.  4. Restricted Delivery? (Extra Fee) ☐ Yes
2. Article Number 7002 241	,0 0006 5596 8421

(Transfer from service label PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

<ul> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature  X. Onnue (procuse of Delivery)  B. Received by (Printed Name)  Donn's (oca nous 184)  D. Is delivery address different from item 1? Yes
1. Article Addressed to:  Donnie L & George  Coca nougher	If YES, enter delivery address below: ☐ No
213 Glovia Ave Lebanon, KY 40033	3. Service Type   ★ Certified Mail
2. Article Number  Transfer from service leb 7002 2410	0006 5596 8469
(Harister Hotti servico lab	
PS Form 3811, February 2004 Domestic Ret	turn Receipt 102595-02-M-154
<ul> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> <li>1. Article Addressed to:</li> <li>■ Mason Duwell **</li> </ul>	A. Signature  X Agent  Addressee  B. Received by (*Rrinted Name*)  C. Date of Delivery
Mason Devell + Casey Mae See 1714 Potteville Rd Springfield, KY 4069	3. Service Type  Certified Mail
2. Article Number (Transfer from service lab 7002 2410	0006 5596 8452
PS Form 3811, February 2004 Domestic Ret  SENDER: COMPLETE THIS SECTION	turn Receipt 102595-02-M-154  COMPLETE THIS SECTION ON DELIVERY
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  Print your name and address on the reverse so that we can return the card to you.  Attach this card to the back of the mailpiece, or on the front if space permits.	B. Received by (Printed Name) (II) Or Date of Deliver
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  Print your name and address on the reverse so that we can return the card to you.  Attach this card to the back of the mailpiece, or on the front if space permits.	X ( Aurus phure)   Agent   Addresse   Addres
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  Print your name and address on the reverse so that we can return the card to you.  Attach this card to the back of the mailpiece, or on the front if space permits.	X (autur phute) ☐ Agent☐ Addresse  B. Received by (Printed Name) ☐ C? Date of Deliver  Conn'e Johnson☐  D. Is delivery address different from item; 17 ☐ Yes

#### COMPLETE THIS SECTION ON DELIVERY SENDER: COMPLETE THIS SECTION A. Signature ■ Complete items 1, 2, and 3. Also complete ☐ Agent item 4 if Restricted Delivery is desired. ☐ Addressee Print your name and address on the reverse so that we can return the card to you. B. Received by ( Printed Name) C. Date of Delivery Attach this card to the back of the mailpiece, 6-7-04 or on the front if space permits. ☐ Yes D. Is delivery address different from item 1? 1. Article Addressed to: If YES, enter delivery address below: □ No Tommy Lanham 8800 Paryville Road Springfield, K4 40069 Service Type Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail □ C.O.D. 4. Restricted Delivery? (Extra Fee) ☐ Yes 2. Article Number 7002 2410 0006 5596 8438 (Transfer from service label) 102595-02-M-1540 PS Form 3811, February 2004 Domestic Return Receipt SENDER: GOMPLETE THIS SECTION COMPLETE THIS SECTION ON DELIVERY Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Agent Print your name and address on the reverse ☐ Addressee so that we can return the card to you. C. Date of Delivery Attach this card to the back of the mailpiece, 7-06 or on the front if space permits. D. Is delivery address different from item 1? 1. Article Addressed to: If YES, enter delivery address below: Honoraba John Settles P.O. BOX 126 Spring field, KY 40069 3. Service Type Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D. 4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

7002 2410 0006 5596 8384



Home | Help | Sign In

Track & Confirm

**FAQs** 

#### Track & Confirm

#### **Search Results**

Label/Receipt Number: 7002 2410 0006 5596 8407 Detailed Results:

Track & Confirm

Enter Label/Receipt Number.

- \* Unclaimed, June 23, 2006, 9:26 am, SPRINGFIELD, KY
- Notice Left, June 07, 2006, 3:06 pm, SPRINGFIELD, KY 40069
- Acceptance, June 06, 2006, 10:18 am, SIMPSONVILLE, KY 40067

< Back

Return to USPS.com Home >

Go >

**Notification Options** 

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. Gas



POSTAL INSPECTORS Preserving the Trust

site map contact us government services jobs National & Premier Accounts Copyright © 1999-2004 USPS. All Rights Reserved. Terms of Use Privacy Policy



BRIGGE AW OFFICE

LOUISVILLE, KENTUCKY 40245

17300 PCLO FIELDS LANE

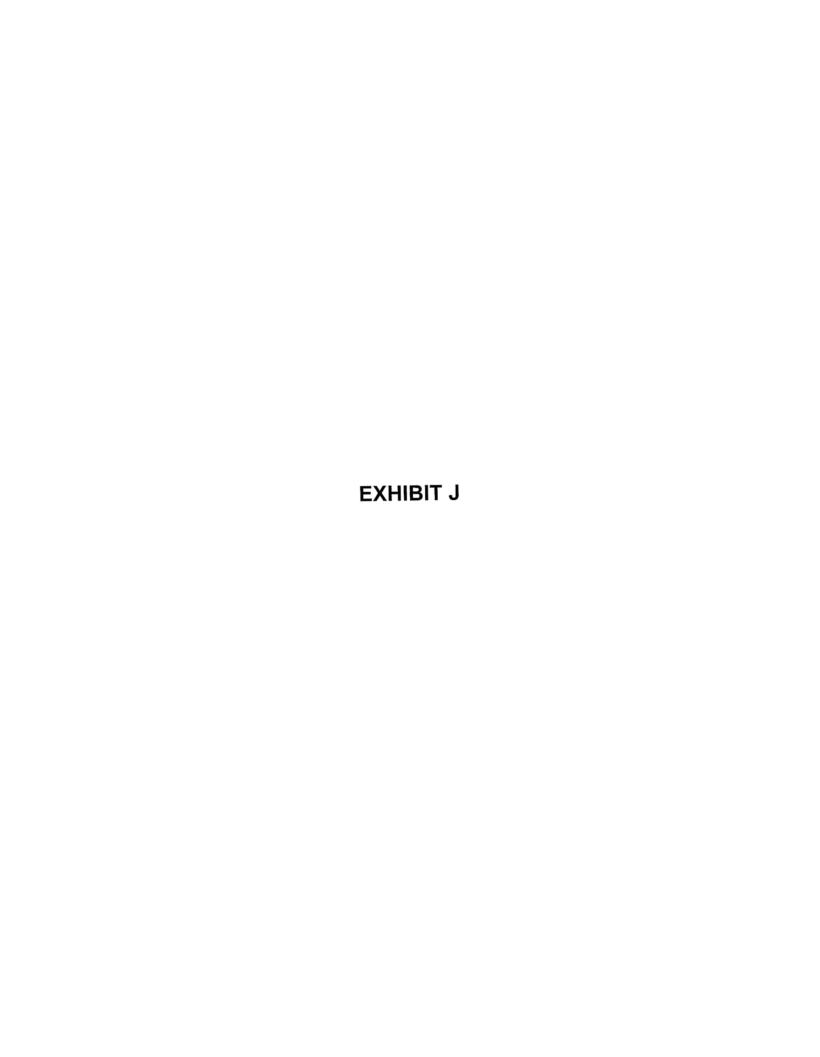
U.S. POSTAGE PAID SIMPSONVILLE.KY JUN 06.706 JUN 06.706

40069

0000

<sup>RE</sup>ORNED TO SENDER

TO UNCLAIMED



#### TODD R. BRIGGS

17300 POLO FIELDS LANE

#### LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

June 5, 2006

Via Certified Mail

Honorable John Settles Washington County Judge Executive P.O. Box 126 Springfield, KY 40069

RE: Notice of Proposal to Construct Wireless Telecommunications Facility Kentucky Public Service Commission--Case No. 2006-00237

Dear Judge Settles:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 9076 Perryville Road, Springfield, Kentucky 40069. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately fifteen foot tall lightning arrestor, for a total height not to exceed 265 feet, plus related ground facilities.

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

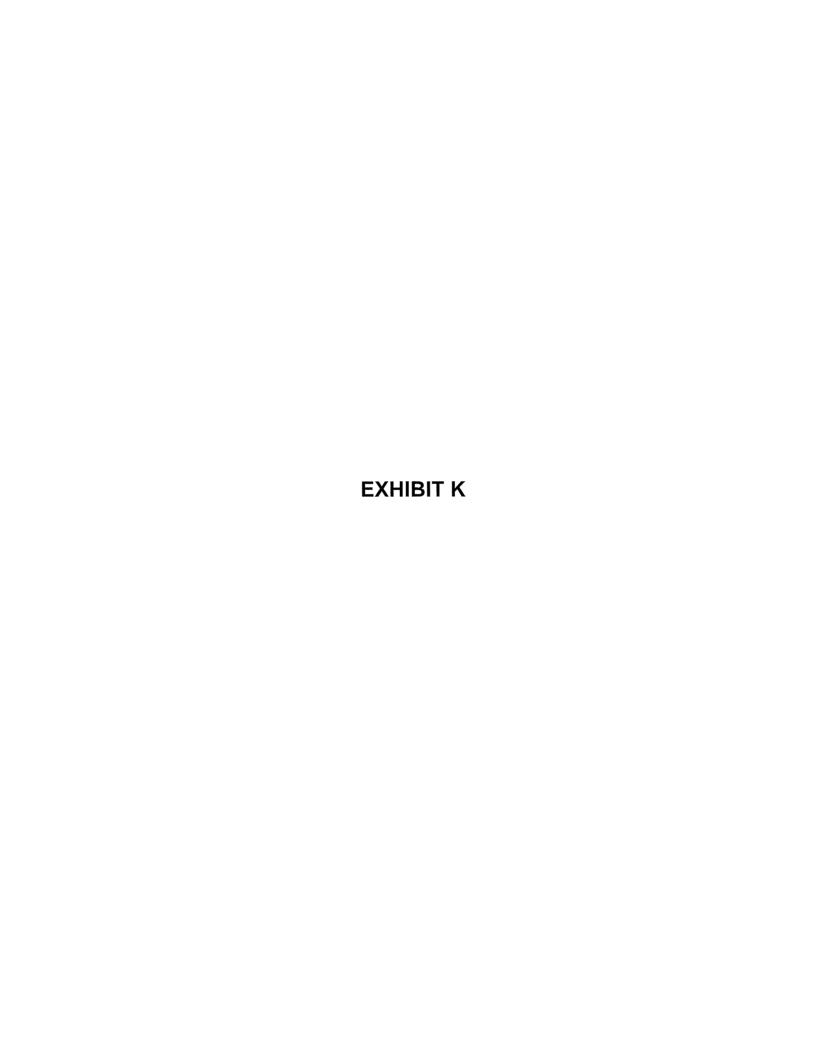
Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00237 in any correspondence.

Sincerely,

Todd R. Briggs

Attorney for Nextel WIP Lease Corp.

#### Signature M Complete items 1, 2, and 3. Also complete □ Agent item 4 if Restricted Delivery is desired ☐ Addressee Print your name and address on the reverse so that we can return the card to you C Date of Delivery B. Received by ( Printed Name) Attach this card to the back of the mailpiece or on the front if space permits D is delivery address different from item 1? ☐ Yes 1. Article Addressed to: If YES, enter delivery address below: □ No Tommy Lanham Esos Herryville Road Springfield, KY 40069 3 Service Type Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail □ C.O.D. 4 Restricted Delivery? (Extra Fee) ☐ Yes 7002 2410 0006 5596 8438 Article Number (Transfer from service label) Domestic Return Receipt 102595-02-M-1540 PS Form 3811, February 2004 SENDERE SONIZER THE SECTION COMPLETE THIS SECTION ON DELIVERY ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. El-Agent Print your name and address on the reverse ☐ Addressee so that we can return the card to you. Beceived by ( Printed Name) C Date of Delivery M Attach this card to the back of the mailpiece or on the front if space permits D. Is delivery address different from item 1? ☐ Yes 1. Article Addressed to: If YES, enter delivery address below □ No Honoraba John Settles P.O. BOX 126 Spring field, KY 40069 3 Service Type Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail □ C.O D 4 Restricted Delivery? (Extra Fee) T Yes 7002 2410 0006 5596 8384 Articlé Number



## PUBLIC NOTICE

Nextel WIP Lease Corp. proposes to construct a telecommunications

# TOWER

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

Jennifer Sturgeon Nextel Partners, Inc. 13405 Eastpoint Center Drive or Suite 100 Anchorage, KY 40223

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

Please refer to Commission's Case #2006 00237 in your correspondence.

## PUBLIC NOTICE

Nextel WIP Lease Corp. proposes to construct a telecommunications

# TOWER

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

Jennifer Sturgeon Nextel Partners, Inc. Public Service Commission 13405 Eastpoint Center Drive or Suite 100 Anchorage, KY 40223

**Executive Director** 211 Sower Boulevard P.O. Box 615 Frankfort, KY 40602

Please refer to Commission's

Case #2006-00237

in your correspondence.

