

Writers Direct:
Phone: (859) 426-2151
Fax: (859) 341-4879
E-mail: phughes@dbllaw.com

January 29, 2008

FEDERAL EXPRESS

Public Service Commission
Attn: Thomas M. Dorman
211 Sower Boulevard
P.O. Box 615
Frankfort, Kentucky 40601

RECEIVED

JAN 30 2008

**PUBLIC SERVICE
COMMISSION**

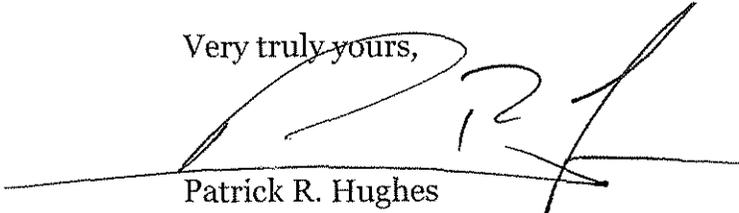
Re: Greenwood - Site 1355
Docket No. 2008-00018

Dear Mr. Dorman:

Please find enclosed for filing an original and five (5) copies of the Application of Bluegrass Wireless, LLC dba Bluegrass Cellular and Hemphill Corporation for Issuance of a Certificate of Public Convenience and Necessity to Construct a Wireless Communication Facility.

Thank you for your assistance in this matter. If you have any questions or require further information, please do not hesitate to contact me.

Very truly yours,


Patrick R. Hughes

PRH/rmc
Enclosures

148351.1

ATTORNEYS AT LAW

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

In the Matter of:

**APPLICATION OF BLUEGRASS)
WIRELESS, LLC dba BLUEGRASS)
CELLULAR AND HEMPHILL)
CORPORATION FOR ISSUANCE)
OF A CERTIFICATE OF)
PUBLIC CONVENIENCE AND)
NECESSITY TO CONSTRUCT A)
WIRELESS COMMUNICATIONS)
FACILITY IN THE LOUISVILLE,)
LEXINGTON-EVANSVILLE MAJOR)
TRADING AREA,)
WHITLEY CITY, PULASKI)
COUNTY, KENTUCKY)
)**

Docket No. 2008-00018

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JAN 30 2008

**PUBLIC SERVICE
COMMISSION**

SITE NO. 1355

APPLICATION:

Bluegrass Wireless, LLC dba Bluegrass Cellular ("Bluegrass Cellular") and Hemphill Corporation ("Hemphill"), collectively "Applicant", pursuant to 807 KAR 5:063, hereby apply for a Certificate of Public Convenience and Necessity to construct and operate a Wireless Communications Facility ("WCF") to complement the network which will serve the customers of the Louisville-Lexington-Evansville Major Trading Area ("MTA"). In support of this Application, Applicant respectfully states the following:

1. The complete names and addresses of the applicants are: Bluegrass Wireless, LLC dba Bluegrass Cellular, 2902 Ring Road, Elizabethtown, Kentucky 42701 and Hemphill Corporation, 1350 N. Louisville Ave., Tulsa, Oklahoma 74115.

2. Bluegrass Cellular is a Kentucky limited liability company. Hemphill is an Oklahoma corporation qualified to do business in Kentucky. A copy of Bluegrass Cellular and Hemphill's Articles of Incorporation are on file with the Public Service Commission.

3. Applicant proposes to construct a guyed tower for multiple wireless carriers near Greenwood, Pulaski County, Kentucky, an area located entirely within the Louisville-Lexington-Evansville MTA. Applicant refers to the site of such tower, for short hand purposes, as the "Greenwood" site.

4. The proposed WCF facility will consist of a 340' guyed tower, with attached antennae extending upward for a maximum total height of 340', and a compound area to accommodate seven (7) base transceiver stations ("BTS") units. The BTS units will consist of four (4) current units and three (3) future units. The entire proposed WCF facility will be fenced with a secured access gate. Tower design information, including the vertical tower profile and the foundation design, signed and sealed by a professional engineer registered in Kentucky is attached hereto as **Exhibit A**.

5. The site development plan, signed and sealed by a professional engineer registered in Kentucky is included as **Exhibit A**. A site survey and a location plan, signed and sealed by a professional engineer registered in Kentucky, that shows the proposed location of the tower and all easements and existing structures within 500 feet of the proposed site and all of the easements and structures within 200 feet of the access drive (including the intersection with the public street system) is included in **Exhibit A**.

Please note:

- a. There are no existing structures within the 500 foot radius around the proposed tower compound; and
- b. There are no existing structures within the 200-foot radius around the proposed access road to the tower compound.

6. The site development plan was prepared by Hemphill Corporation. The site survey and location plans were prepared by Frank Neeley. Certification, by a professional engineer licensed in Kentucky, that the proposed facility is not within the limits of a designated flood hazard area per FEMA/FIRM Map #210197 0275B, Pulaski County, Kentucky, effective date of July 16, 1990, is included in **Exhibit A**. Thus, a detailed description of the manner in which the proposed facility will be constructed may be found in **Exhibit A**.

7. The proposed new construction is likely to compete with the following public utilities corporations or persons: ARCH PAGING, INC., CELLULAR PHONE OF KENTUCKY, INC. D/B/A RAMCELL OF KENTUCKY, NPCR, INC. D/B/A NEXTEL PARTNERS, CELLULAR INFORMATION SYSTEMS OF FLORENCE, INC., ACC OF KENTUCKY, LLC AND SBA, INC., TITAN TOWERS, LP, TRITEL COMMUNICATIONS/TRITEL FINANCE, CE.

8. Public convenience and necessity require the construction of this proposed WCF facility. The proposed WCF facility is essential to implement service to Applicant's current and future customers.

9. The process that was used in selecting the site for the proposed WCF facility by Applicant was consistent with the process used for selecting all other existing and proposed facilities within the Louisville-Lexington-Evansville MTA. With respect to the precise selection procedures and co-location efforts please refer to **Exhibit J** attached hereto.

10. The proposed WCF facility will serve Kentucky customers in an area totally within Applicant's proposed service area in Louisville-Lexington-Evansville MTA.

11. The proposed WCF facility is designed per TIA/EIA-222 F for 70 MPH wind load, with half-inch ice. The Electronic Industry's Association standards are consistent with the American National Standards Institute and the proposed facility is a nationally accepted tower design.

12. A geotechnical analysis was performed by Hemphill Corporation. Said analysis shows normal soil conditions. Hemphill Corporation's address is 1350 N. Louisville Ave., Tulsa, OK 74115. A copy of the geotechnical site investigation report dated is attached hereto as **Exhibit B**.

13. The foundation design for this proposed tower and WCF facility has been developed with the information provided by Hemphill Corporation. The final design for the foundation is included as **Exhibit A**.

14. Personnel directly responsible for the design and construction of the proposed facility are qualified and experienced. The initial designs of the tower and foundations were performed by Hemphill Corporation. The engineer is John W. McCann, Ph.D., P.E.. The construction Manager for the proposed WCF facility is Mr. Gary M. Connelly of Hemphill Corporation. Frank Neeley is the consulting surveyor. Applicant certifies that all individuals involved in the construction of the proposed WCF facility will be experienced and qualified.

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

16. Copies of Applicant's Application For a Permit to Construct an Antenna Tower from the Kentucky Airport Zoning Commission and Determination of No Hazard to Air Navigation from the Federal Aviation Administration are attached hereto as **Exhibit C**. Please note, preliminary review indicates that the proposed antenna application does not exceed the standards for determining obstructions to navigable airspace as set forth in Subpart C of Part 77.

17. Applicant's final application to the FCC for Antenna Structure Registration is attached hereto as **Exhibit D**.

18. The site for the proposed WCF facility is leased from Donald Casada by Hemphill Corporation. Hemphill Corporation has entered into a site lease agreement with Applicant whereby Hemphill will lease to Applicant a certain portion of the WCF facility. The lease documents are attached hereto as **Exhibit E**.

19. The proposed WCF facility will be located near Greenwood, Pulaski County, Kentucky. The appropriate notices (in compliance with 807 K.A.R. 5:063 Section 1(2)), 2' x 4', with the word "TOWER" in letters at least 4" high, have been posted in a visible location on the proposed site and on the nearest public road and shall remain posted for at least two (2) weeks after the Application is filed. The location of the proposed facility has been published in Commonwealth Journal, Inc., 110 E. Mount Vernon Street, Somerset, KY 42501, a newspaper of general circulation in Pulaski County, Kentucky.

20. Clear directions to the proposed site, as well as the name, address and telephone number of the person who prepared said directions are set forth in **Exhibit F**.

21. Applicant has notified every person who owns property within 500 feet of the proposed tower and adjacent property owners where the construction is in an area outside the incorporated boundaries of a city or within a rural service area in an urban-county, by certified mail, return receipt requested, of the proposed construction. Each such person has been given the docket number under which the proposed application will be processed and has been informed of his or her right to request intervention. Applicant identified the property owners according to the records of the property valuation administrator.

22. A list of the property owners so notified is attached as **Exhibit G**, together with copies of the certified letters sent to listed property owners. Also included in **Exhibit G** is a copy of a certified letter to the County Judge Executive.

23. The area, as depicted in **Exhibit A**, in which the proposed facility is to be constructed is not zoned.

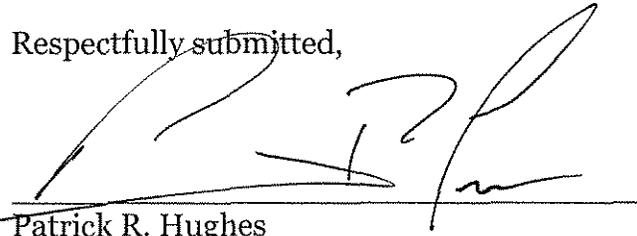
24. A grid map showing the location of existing cellular antennas and the general location of this proposed new antenna tower is attached as **Exhibit H**. The existing antenna towers shown in **Exhibit H** are owned by Capstar Radio, Diamond Tower, Hemphill Corporation and Norfolk Southern Corporation.

25. Applicant has considered the likely effects of the installation on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate service can be provided. Applicant also investigated the possibility of co-location, but there are no like facilities or other tall structures within Applicant's search ring upon which Applicant can reasonably co-locate. Information regarding Applicant's search ring/area is attached hereto as **Exhibit I**.

26. In the event that the WCF facility is abandoned for a period in excess of 180 days, Hemphill Corporation will dismantle the facility within a reasonable time period. See **Exhibit J**.

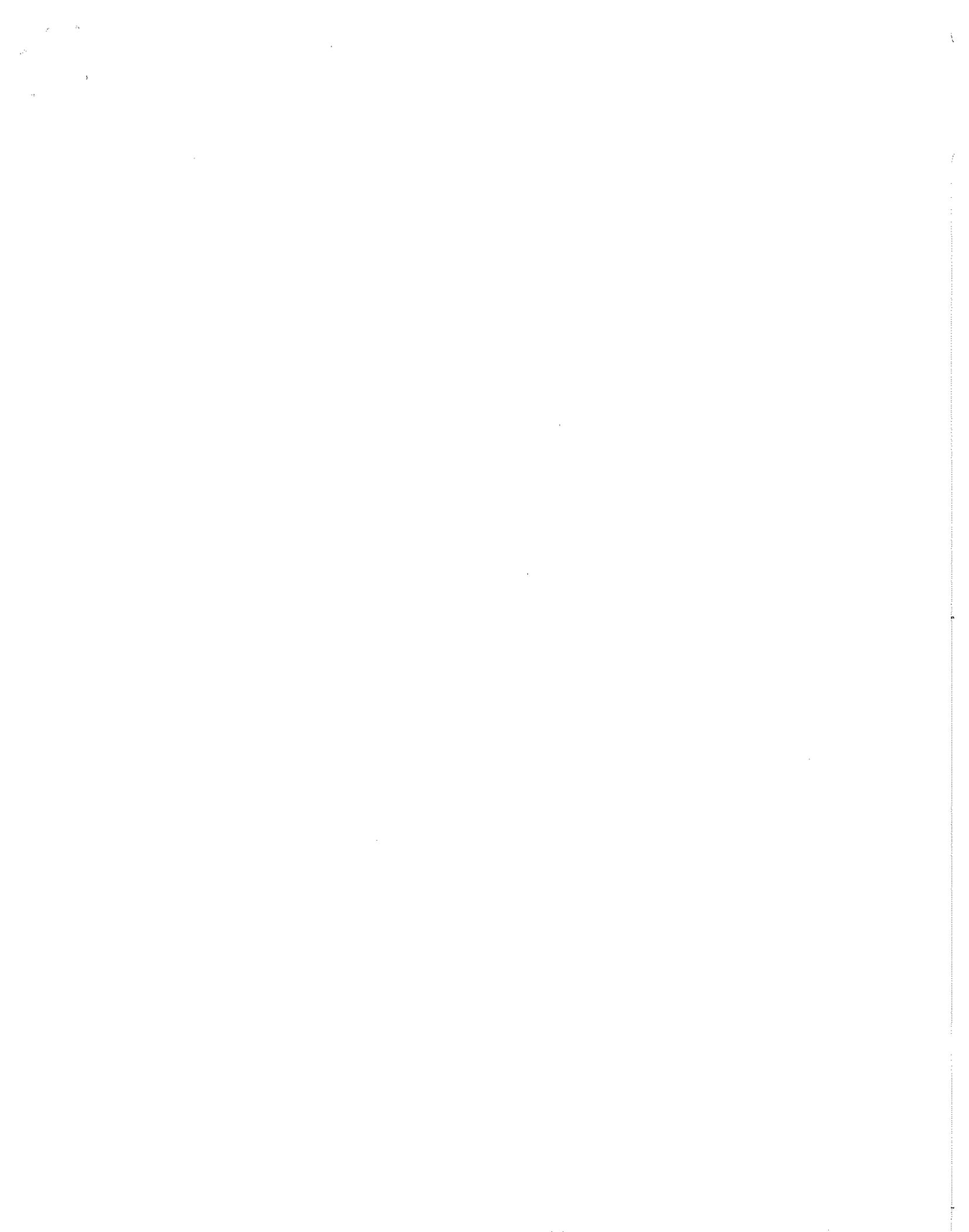
27. Any response to this Application may be directed to Patrick R. Hughes of Deters, Benzinger & LaVelle at 207 Thomas More Parkway, Crestview Hills, Kentucky 41017 or by calling (859) 341-1881.

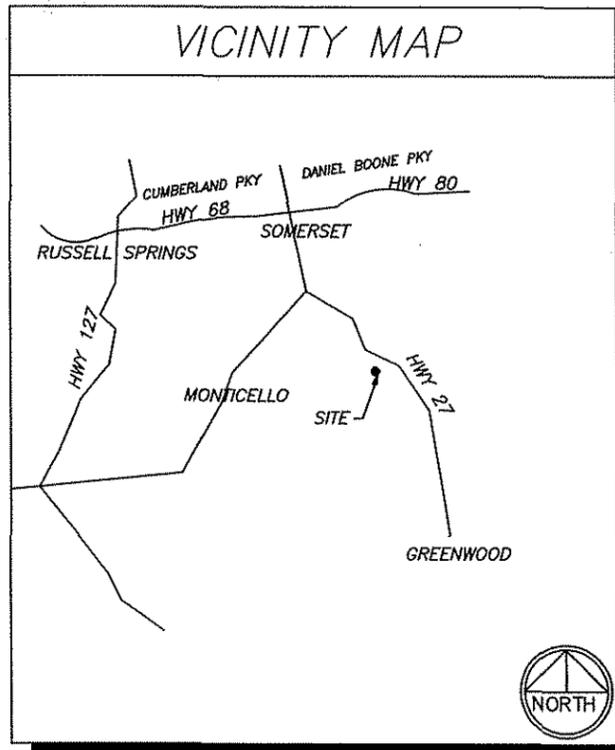
Respectfully submitted,

A handwritten signature in black ink, appearing to read 'P. R. Hughes', is written over a horizontal line.

Patrick R. Hughes
Deters, Benzinger & LaVelle
207 Thomas More Parkway
Crestview Hills, Kentucky 41017
(859) 341-1881

143009.1





GREENWOOD, KY

SITE: 1355

340' GUY TOWER FOR MULTIPLE WIRELESS CARRIERS

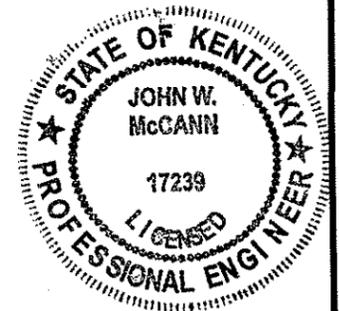
PROJECT DATA

SITE NUMBER: 1355
 SITE NAME: GREENWOOD, KY
 ADDRESS: *
 POWER COMPANY: *
 CONTACT NAME: *
 TELEPHONE: *
 TELEPHONE COMPANY: *
 CONTACT NAME: *
 TELEPHONE: *
 TAX PARCEL NUMBER: 096-00-00-031.00
 PROPERTY OWNER: DONALD CASADA
 TELEPHONE: 606-310-1594
 HEMPHILL CONTACT: JOHN R. HEMPHILL
 TELEPHONE: 918-834-2200
 SURVEYOR CONTACT: FRANK NEELEY
 TELEPHONE: 615-292-0435
 COUNTY: PULASKI
 ZONING CLASSIFICATION: AG



CONSTRUCTION

1350 NORTH LOUISVILLE
 TULSA, OK. 74115
 OFFICE 918-834-2200
 FAX 918-836-6918



PROJECT STAFF

ENGINEER:
 John W. McCann, Ph.D., P.E.
 Hemphill Corporation
 1350 North Louisville
 Tulsa, OK 74115



LICENSED PROFESSIONAL ENGINEER

John W. McCann
 SIGNED: 10/24/07

DRAWING INDEX

SHEET NO.	DESCRIPTION
TS	TITLE SHEET
C1-1	SITE SURVEY
C2-1	COMPOUND LAYOUT AND GRADING
C3-1	TOWER ELEVATION
C4-1	ROADWAY AND COMPOUND DETAILS
C6-1	COMPOUND FENCE DETAILS
C7-1	MINIMUM ANCHOR FENCE DETAILS
E1-1	ELECTRICAL, LIGHTING AND TELCO PLAN
E2-1	CONSTRUCTION DETAILS ELECTRICAL
E3-1	INSTALLATION OF LIGHT CONTROLLER
E4-1	GROUNDING PLAN
E5-1	GROUNDING DETAILS
G1-1	GENERAL NOTES
G1-2	GENERAL NOTES

10/23	REV. A	REVIEW

#1355
 GREENWOOD, KY

TITLE SHEET

DATE: OCT. 23, 2007
 SCALE: N.T.S.
 DRAWN: SJM
 ENG. #:
 SHEET

TS

DIRECTIONS

FROM GREENWOOD, KY TRAVEL NORTH ON HWY 27 / 90 APPROXIMATELY 1 MILE TO LIZ WORLEY CIRCLE ROAD. TURN LEFT ON LIZ WORLEY CIRCLE ROAD AND TRAVEL APPROXIMATELY 0.8 MILE TO SITE. SITE IS ON LEFT SIDE OF ROAD.

HEMPHILL CORPORATION TOWER SITE DEVELOPMENT SPECIFICATIONS SUPPLEMENT THE CONSTRUCTION DRAWINGS. FACILITY IS NOT STAFFED AND NORMALLY NOT OCCUPIED.



BEFORE YOU DIG !!!
 CALL KENTUCKY UTILITY PROTECTION SERVICES FOR LOCATION OF UNDERGROUND UTILITIES.
 1-800-752-6007

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE CONSTRUCTION MANAGER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

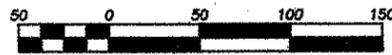
FLOOD HAZARD STATEMENT:

THIS COMMUNICATIONS SITE (THE SUBJECT SITE AS SHOWN) IS NOT LOCATED WITHIN THE LIMITS OF A DESIGNATED 100 YEAR FLOOD ZONE PER FEMA FIRM MAP COMMUNITY PANEL NUMBER 210197 0275 B, PULASKI COUNTY, KENTUCKY. EFFECTIVE DATE JULY 16, 1990.

PROJECT BENCHMARK

TBM ELEVATION DATUM IS BASED UPON GPS SURVEY METHODS AND PROCEDURES. COTTON SPINDLE SET IN BASE OF DOUBLE 10" TREE. ELEVATION = 1,227.20' M.S.L. (SEE PLAN FOR LOCATION)

KY SPC (SINGLE ZONE) GRID NORTH



Scale 1" = 100'
GRAPHIC SCALE

HEMPHILL'S 50' WIDE JOINT INGRESS / EGRESS & PUBLIC UTILITY ACCESS EASEMENT DESCRIPTION

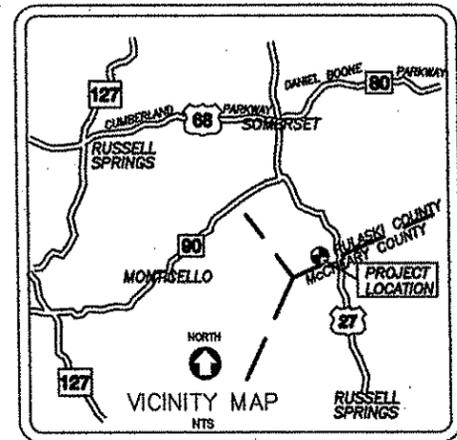
BEING A FIFTY FOOT WIDE JOINT INGRESS / EGRESS AND PUBLIC UTILITY ACCESS EASEMENT LOCATED IN McCREARY AND PULASKI COUNTIES, KENTUCKY, AT ALL TIMES BEING TWENTY FIVE FEET WIDE EACH SIDE AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A CAPPED (PLS #3093) IRON PIN SET IN THE WEST MARGIN OF LIZ WORLEY CIRCLE LOCATED AT KENTUCKY STATE PLANE (SINGLE ZONE) NAD 83 GRID COORDINATE NORTH 3,488,990.96, EAST 5,283,657.55, SAID PIN BEING NORTH 72 DEGREES 02 MINUTES 25 SECONDS WEST, 103.76 FEET FROM A U. S. FOREST SERVICE CONCRETE MONUMENT, STAMPED "3726-1936";

THENCE, LEAVING THE WEST MARGIN OF LIZ WORLEY CIRCLE, NORTH 55 DEGREES 14 MINUTES 06 SECONDS WEST, 672.58 FEET TO A CAPPED (PLS #3093) IRON PIN SET;

THENCE, NORTH 75 DEGREES 04 MINUTES 04 SECONDS WEST, 79.18 FEET TO A CAPPED (PLS #3093) IRON PIN SET IN THE SOUTHEAST MARGIN OF HEMPHILL CORPORATIONS'S TOWER SITE LEASEHOLD AREA, CONTAINING 37,588 SQUARE FEET, (0.863 ACRES).

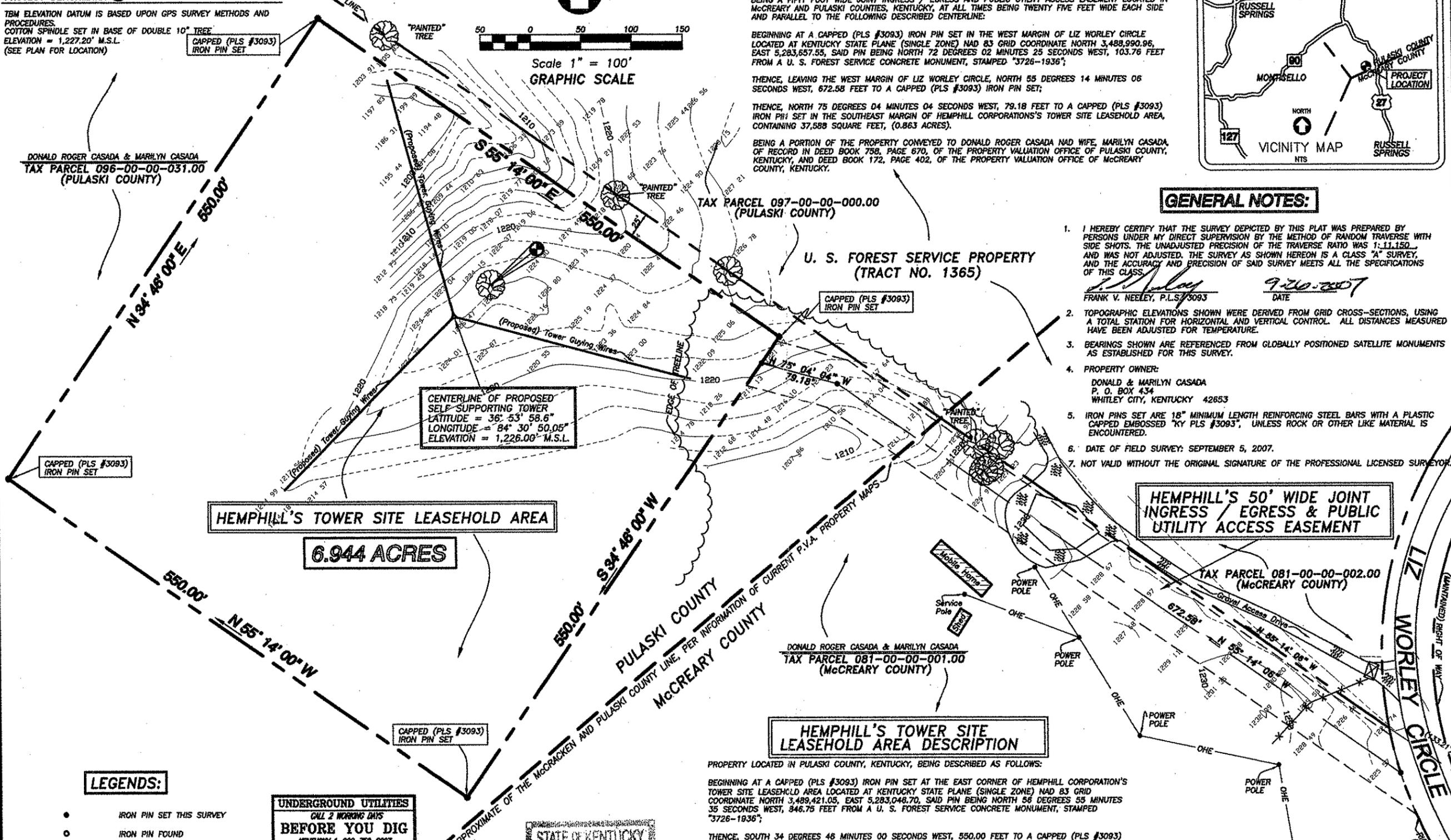
BEING A PORTION OF THE PROPERTY CONVEYED TO DONALD ROGER CASADA NAD WIFE, MARILYN CASADA, OF RECORD IN DEED BOOK 758, PAGE 670, OF THE PROPERTY VALUATION OFFICE OF PULASKI COUNTY, KENTUCKY, AND DEED BOOK 172, PAGE 402, OF THE PROPERTY VALUATION OFFICE OF McCREARY COUNTY, KENTUCKY.



GENERAL NOTES:

- I HEREBY CERTIFY THAT THE SURVEY DEPICTED BY THIS PLAT WAS PREPARED BY PERSONS UNDER MY DIRECT SUPERVISION BY THE METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. THE UNADJUSTED PRECISION OF THE TRAVERSE RATIO WAS 1:11,150, AND WAS NOT ADJUSTED. THE SURVEY AS SHOWN HEREON IS A CLASS "A" SURVEY, AND THE ACCURACY AND PRECISION OF SAID SURVEY MEETS ALL THE SPECIFICATIONS OF THIS CLASS.
- TOPOGRAPHIC ELEVATIONS SHOWN WERE DERIVED FROM GRID CROSS-SECTIONS, USING A TOTAL STATION FOR HORIZONTAL AND VERTICAL CONTROL. ALL DISTANCES MEASURED HAVE BEEN ADJUSTED FOR TEMPERATURE.
- BEARINGS SHOWN ARE REFERENCED FROM GLOBALLY POSITIONED SATELLITE MONUMENTS AS ESTABLISHED FOR THIS SURVEY.
- PROPERTY OWNER:
DONALD & MARILYN CASADA
P. O. BOX 434
WHITLEY CITY, KENTUCKY 42653
- IRON PINS SET ARE 18" MINIMUM LENGTH REINFORCING STEEL BARS WITH A PLASTIC CAPPED EMBOSSED "KY PLS #3093", UNLESS ROCK OR OTHER LIKE MATERIAL IS ENCOUNTERED.
- DATE OF FIELD SURVEY: SEPTEMBER 5, 2007.
- NOT VALID WITHOUT THE ORIGINAL SIGNATURE OF THE PROFESSIONAL LICENSED SURVEYOR.

Frank V. Neeley
FRANK V. NEELEY, P.L.S.#3093
DATE: 9-20-2007



CENTERLINE OF PROPOSED SELF-SUPPORTING TOWER
LATITUDE = 36° 53' 58.6"
LONGITUDE = 84° 30' 50.05"
ELEVATION = 1,226.00' M.S.L.

HEMPHILL'S TOWER SITE LEASEHOLD AREA DESCRIPTION

PROPERTY LOCATED IN PULASKI COUNTY, KENTUCKY, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED (PLS #3093) IRON PIN SET AT THE EAST CORNER OF HEMPHILL CORPORATION'S TOWER SITE LEASEHOLD AREA LOCATED AT KENTUCKY STATE PLANE (SINGLE ZONE) NAD 83 GRID COORDINATE NORTH 3,489,421.05, EAST 5,283,048.70, SAID PIN BEING NORTH 56 DEGREES 55 MINUTES 35 SECONDS WEST, 846.75 FEET FROM A U. S. FOREST SERVICE CONCRETE MONUMENT, STAMPED "3726-1936";

THENCE, SOUTH 34 DEGREES 46 MINUTES 00 SECONDS WEST, 550.00 FEET TO A CAPPED (PLS #3093) IRON PIN SET AT THE SOUTH CORNER OF HEMPHILL CORPORATION'S TOWER SITE LEASEHOLD AREA;

THENCE, NORTH 55 DEGREES 14 MINUTES 00 SECONDS WEST, 550.00 FEET TO A CAPPED (PLS #3093) IRON PIN SET AT THE WEST CORNER OF HEMPHILL CORPORATION'S TOWER SITE LEASEHOLD AREA;

THENCE, NORTH 34 DEGREES 46 MINUTES 00 SECONDS EAST, 550.00 FEET TO A CAPPED (PLS #3093) IRON PIN SET AT THE NORTH CORNER OF HEMPHILL CORPORATION'S TOWER SITE LEASEHOLD AREA;

THENCE, SOUTH 55 DEGREES 14 MINUTES 00 SECONDS EAST, 550.00 FEET TO THE POINT OF BEGINNING, CONTAINING 302,500 SQUARE FEET, (6.944 ACRES).

BEING A PORTION OF THE PROPERTY CONVEYED TO DONALD ROGER CASADA NAD WIFE, MARILYN CASADA, OF RECORD IN DEED BOOK 758, PAGE 670, OF THE PROPERTY VALUATION OFFICE OF PULASKI COUNTY, KENTUCKY, AND DEED BOOK 172, PAGE 402, OF THE PROPERTY VALUATION OFFICE OF McCREARY COUNTY, KENTUCKY.

HEMPHILL'S 50' WIDE JOINT INGRESS / EGRESS & PUBLIC UTILITY ACCESS EASEMENT

SPECIAL NOTE:

THIS SURVEY PLAN WAS PERFORMED UNDER THE AUTHORITY OF KENTUCKY REVISED STATUTES (201 KAR 18.150), AND IS NOT TO BE CONSIDERED A GENERAL PROPERTY BOUNDARY SURVEY AS DEFINED WITHIN KENTUCKY REVISED STATUTES. DIMENSIONS (IF SHOWN) ALONG THE PERIMETER OF THE LANDOWNER'S PROPERTY ARE PROVIDED UNDER THIS SURVEYOR'S SCOPE OF SERVICES WITH SBA TOWERS II, LLC, AND ARE TO BE CONSIDERED FOR REFERENCE ONLY. THE EXACT LOCATION OF THE LANDOWNER'S PROPERTY MAY DIFFER UPON THE PREPARATION OF A FULL BOUNDARY SURVEY IN ACCORDANCE WITH REQUIREMENTS ESTABLISHED BY THE STATE OF KENTUCKY.

REVISIONS:

PROJECT NO: 27.154.20
SEPTEMBER 11, 2007
DRAWN BY: L.E.F.
CHECKED BY: F.V.N.

SHARONDALE SURVEYING INC.
4205 HILLSBORO PIKE, SUITE 301
MORGANTOWN, KY 40522
(606) 292-0455
(606) 292-7870
FAX: (606) 292-7870
EMAIL: sharon@sharondale.com

HEMPHILL CORPORATION SITE SURVEY: KENTUCKY "GREENVILLE" TOWER SITE LOCATED IN: McCREARY COUNTY, KENTUCKY TOWER SITE LEASEHOLD AREA SURVEY PREPARED FOR HEMPHILL CORPORATION HEMPHILL CORPORATION SITE NO.: 1355

U.S. FOREST SERVICE CONCRETE MONUMENT NO. 3726-1936 FOUND

SHEET NUMBER:

1 OF 1

PROJECT NUMBER:
J.N. 27.154.20

LEGENDS:

- IRON PIN SET THIS SURVEY
- IRON PIN FOUND
- RIGHT-OF-WAY/PROPERTY LINE
- PROPERTY BOUNDARY
- 560--- INDEX CONTOURS
- 1' INTERVAL
- OHE & T--- OVERHEAD ELECTRIC & TELEPHONE LINES
- OHE--- OVERHEAD ELECTRIC
- UGE--- UNDERGROUND ELECTRIC

UNDERGROUND UTILITIES
CALL 2 WORKING DAYS
BEFORE YOU DIG
KENTUCKY 1-800-752-9007
UTILITIES PROTECTION SERVICE
NON-MEMBERS MUST CALL DIRECTLY

UTILITY NOTE:

THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPEARANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO. A MAJOR AVAILABILITY AND COST OF SERVICE SHOULD BE CONFERRED WITH THE APPROPRIATE UTILITY COMPANY.

STATE OF KENTUCKY
F.V. NEELEY
LS-3093
LICENSED PROFESSIONAL LAND SURVEYOR

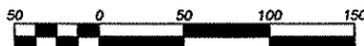
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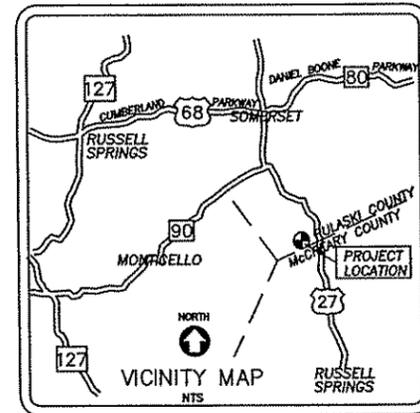
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- PROPERTY OWNER:
DONALD & MARILYN CASADA
P. O. BOX 434
WHITLEY CITY, KENTUCKY 42653
- IRON PINS SET ARE 18" MINIMUM LENGTH REINFORCING STEEL BARS WITH A PLASTIC CAPPED EMBOSSED "KY PLS #3093", UNLESS ROCK OR OTHER LIKE MATERIAL IS ENCOUNTERED.
- DATE OF FIELD SURVEY: SEPTEMBER 5, 2007.
- NOT VALID WITHOUT THE ORIGINAL SIGNATURE OF THE PROFESSIONAL LICENSED SURVEYOR.

FRANK V. NEELEY, P.L.S. 3093

DATE

CENTERLINE OF PROPOSED SELF-SUPPORTING TOWER
LATITUDE = 36° 53' 58.6"
LONGITUDE = 84° 30' 50.08"
ELEVATION = 1,226.00' M.S.L.

HEMPHILL'S TOWER SITE LEASEHOLD AREA

6.944 ACRES

HEMPHILL'S TOWER SITE LEASEHOLD AREA DESCRIPTION

PROPERTY LOCATED IN PULASKI COUNTY, KENTUCKY, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED (PLS #3093) IRON PIN SET AT THE EAST CORNER OF HEMPHILL CORPORATION'S TOWER SITE LEASEHOLD AREA LOCATED AT KENTUCKY STATE PLANE (SINGLE ZONE) NAD 83 GRID COORDINATE NORTH 3,489,421.05, EAST 5,283,046.70, SAID PIN BEING NORTH 56 DEGREES 55 MINUTES 35 SECONDS WEST, 846.75 FEET FROM A U. S. FOREST SERVICE CONCRETE MONUMENT, STAMPED "3726-1936";

THENCE, SOUTH 34 DEGREES 46 MINUTES 00 SECONDS WEST, 550.00 FEET TO A CAPPED (PLS #3093) IRON PIN SET AT THE SOUTH CORNER OF HEMPHILL CORPORATION'S TOWER SITE LEASEHOLD AREA;

THENCE, NORTH 55 DEGREES 14 MINUTES 00 SECONDS WEST, 550.00 FEET TO A CAPPED (PLS #3093) IRON PIN SET AT THE WEST CORNER OF HEMPHILL CORPORATION'S TOWER SITE LEASEHOLD AREA;

THENCE, NORTH 34 DEGREES 46 MINUTES 00 SECONDS EAST, 550.00 FEET TO A CAPPED (PLS #3093) IRON PIN SET AT THE NORTH CORNER OF HEMPHILL CORPORATION'S TOWER SITE LEASEHOLD AREA;

THENCE, SOUTH 55 DEGREES 14 MINUTES 00 SECONDS EAST, 550.00 FEET TO THE POINT OF BEGINNING, CONTAINING 302,500 SQUARE FEET, (6.944 ACRES).

BEING A PORTION OF THE PROPERTY CONVEYED TO DONALD ROGER CASADA NAD WIFE, MARILYN CASADA, OF RECORD IN DEED BOOK 758, PAGE 670, OF THE PROPERTY VALUATION OFFICE OF PULASKI COUNTY, KENTUCKY, AND DEED BOOK 172, PAGE 402, OF THE PROPERTY VALUATION OFFICE OF McCREARY COUNTY, KENTUCKY.

HEMPHILL'S 50' WIDE JOINT INGRESS / EGRESS & PUBLIC UTILITY ACCESS EASEMENT

SPECIAL NOTE:

THIS SURVEY PLAN WAS PERFORMED UNDER THE AUTHORITY OF KENTUCKY REVISED STATUTES (201 KAR 18.150), AND IS NOT TO BE CONSIDERED A GENERAL PROPERTY BOUNDARY SURVEY AS DEFINED WITHIN KENTUCKY REVISED STATUTES. DIMENSIONS (IF SHOWN) ALONG THE PERIMETER OF THE LANDOWNER'S PROPERTY ARE PROVIDED UNDER THIS SURVEYOR'S SCOPE OF SERVICES WITH SBA TOWERS II, LLC, AND ARE TO BE CONSIDERED FOR REFERENCE ONLY. THE EXACT LOCATION OF THE LANDOWNER'S PROPERTY MAY DIFFER UPON THE PREPARATION OF A FULL BOUNDARY SURVEY IN ACCORDANCE WITH REQUIREMENTS ESTABLISHED BY THE STATE OF KENTUCKY.

NOTE: A SIGNED, SEALED SURVEY IS ON FILE AT HEMPHILL CORPORATION'S OFFICE.

LEGENDS:

- IRON PIN SET THIS SURVEY
- IRON PIN FOUND
- RIGHT-OF-WAY/PROPERTY LINE
- PROPERTY BOUNDARY
- 560 --- INDEX CONTOURS
- 1' INTERVAL
- OHE & T— OVERHEAD ELECTRIC & TELEPHONE LINES
- OHE— OVERHEAD ELECTRIC
- UGE— UNDERGROUND ELECTRIC

UNDERGROUND UTILITIES
CALL 2 WORKING DAYS
BEFORE YOU DIG
KENTUCKY 1-800-752-6007
UTILITIES PROTECTION SERVICE
NON-MEMBERS MUST CALL DIRECTLY

UTILITY NOTE:

THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES ABOVE GROUND AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY.



CONSTRUCTION
1350 NORTH LOUISVILLE
TULSA, OK. 74115
OFFICE 918-834-2200
FAX 918-836-6918



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#1355
GREENWOOD, KY

SITE SURVEY

DATE: OCT. 23, 2007

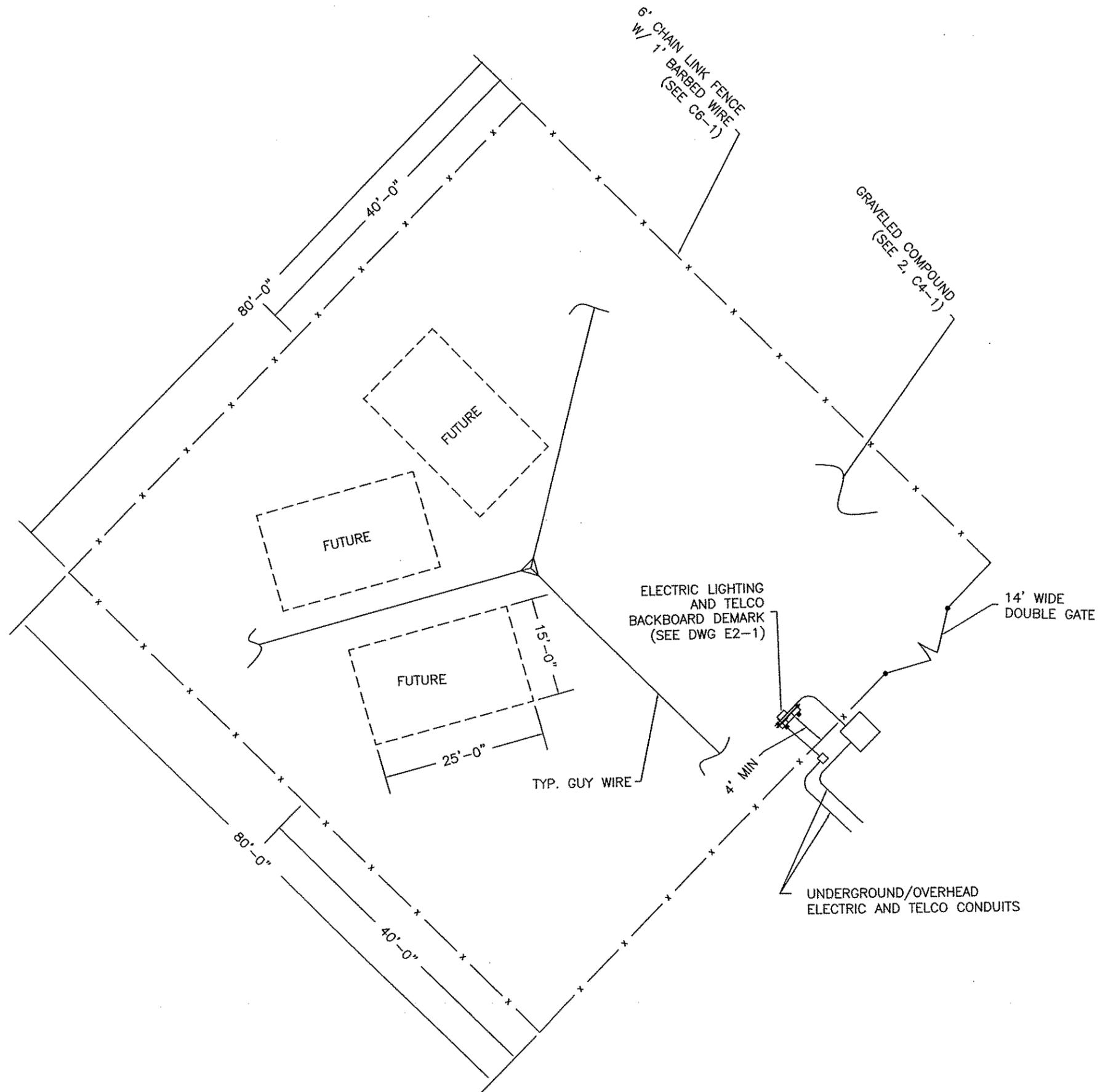
SCALE: N.T.S.

DRAWN: SJM

ENG. #:

SHEET

C1-1



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 FAX 918-836-6918



John W. McCann
 10/24/07

10/23	REV. A	REVIEW

#1355
 GREENWOOD, KY

COMPOUND LAYOUT
 AND GRADING PLAN

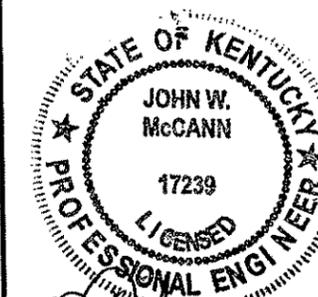
DATE: OCT. 23, 2007
 SCALE: N.T.S.
 DRAWN: SJM
 ENG. #:
 SHEET

C2-1



CONSTRUCTION

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John W. McCann
 10/29/07

10/23	REV. A	REVIEW

#1355
 GREENWOOD, KY

TOWER ELEVATION

DATE: OCT. 23, 2007

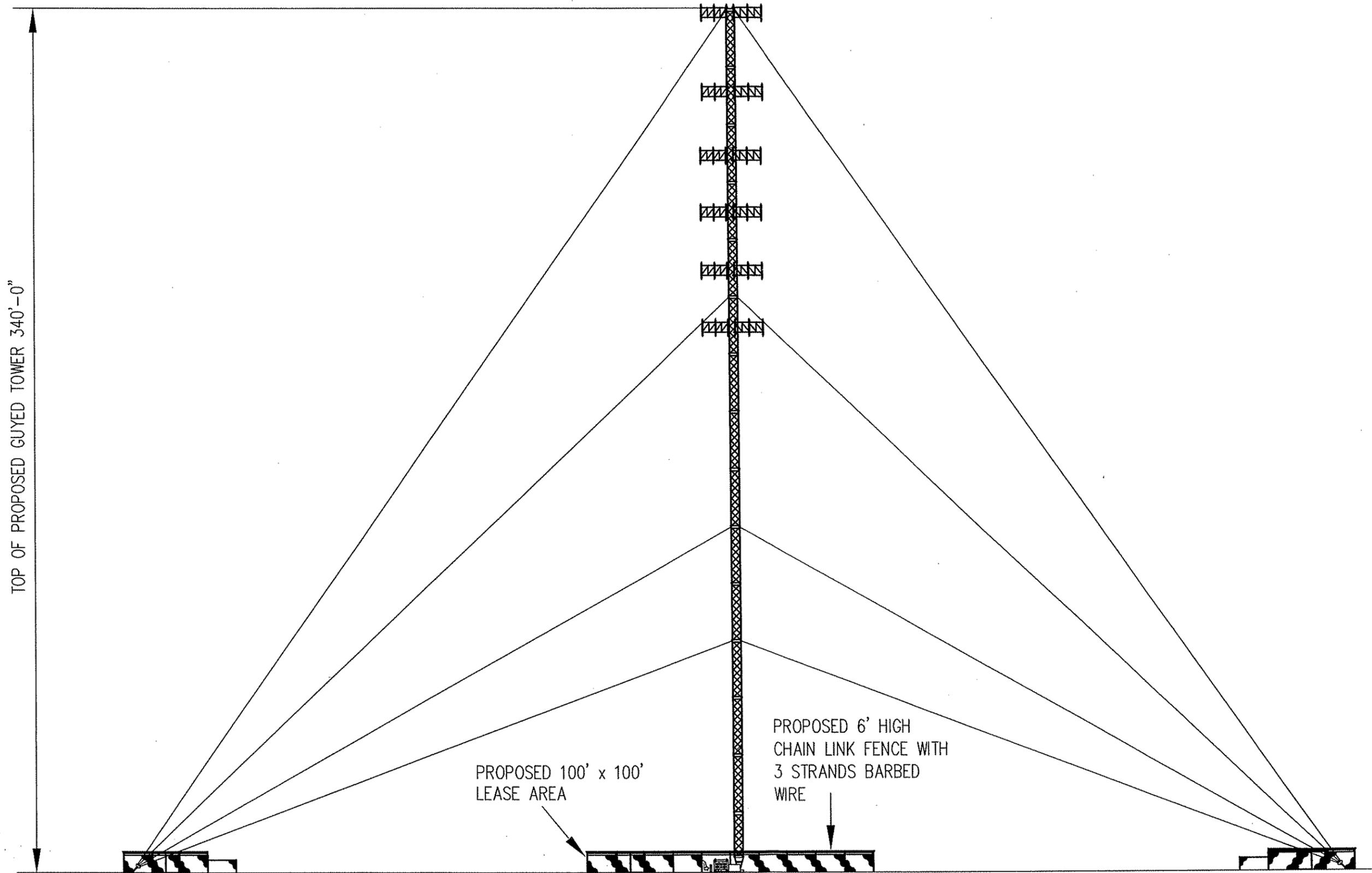
SCALE: N.T.S.

DRAWN: SJM

ENG. #:

SHEET

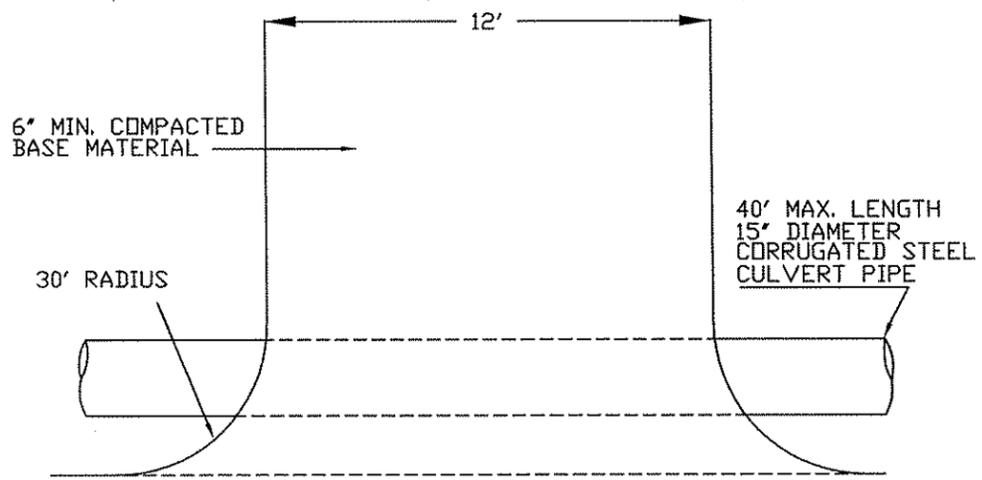
C3-1



TOP OF PROPOSED GUYED TOWER 340'-0"

PROPOSED 100' x 100'
 LEASE AREA

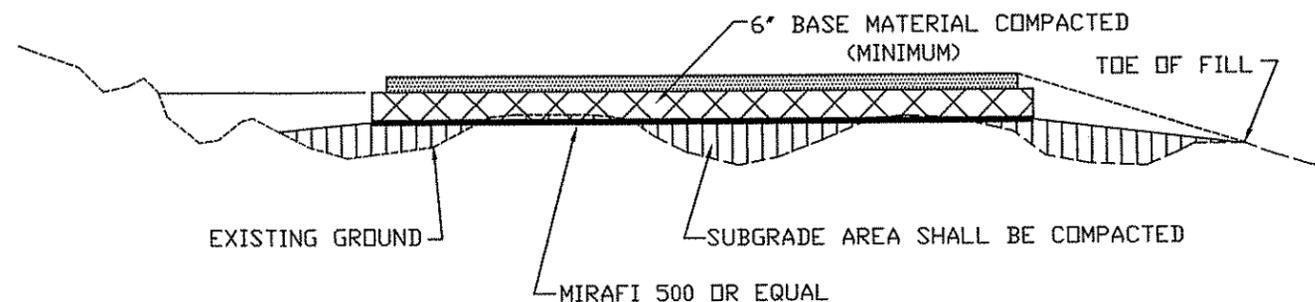
PROPOSED 6' HIGH
 CHAIN LINK FENCE WITH
 3 STRANDS BARBED
 WIRE



R.O.W.

NOTE: IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS TO ENSURE THAT THE ENTRANCE MEETS ALL GOVERNING SPECIFICATIONS.

ENTRANCE DETAIL
SCALE: N.T.S.



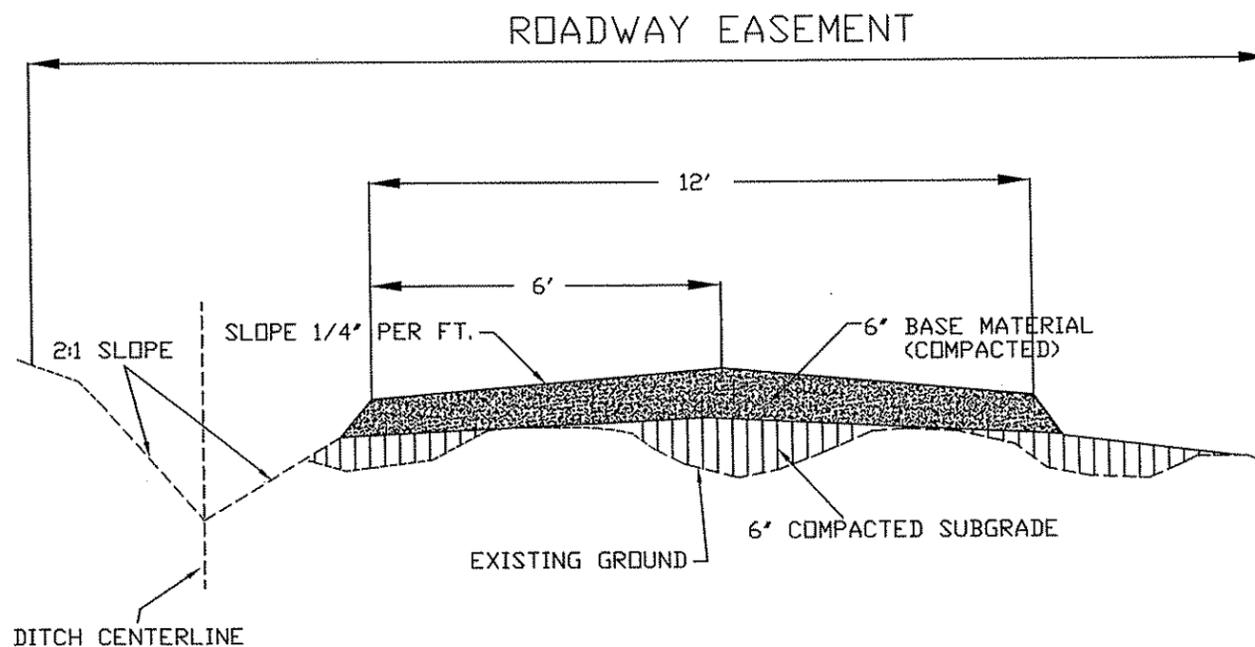
COMPOUND TYPICAL SECTION
(N. T. S.)

COMPOUND DETAIL
SCALE: N.T.S.



CONSTRUCTION SEQUENCE

- 1- INSTALLATION OF SILT FENCE - PRIOR TO ANY EARTH MOVING OPERATIONS, AS REQUIRED.
- 2- INSTALLATION OF STABILIZED CONSTRUCTION ENTRANCE.
- 3- STRIPPING AND STOCK PILING OF TOPSOIL AND ROUGH GRADING. TEMPORARY STABILIZATION WITHIN 15 DAYS.
- 4- CONSTRUCTION OF UNDERGROUND IMPROVEMENTS.



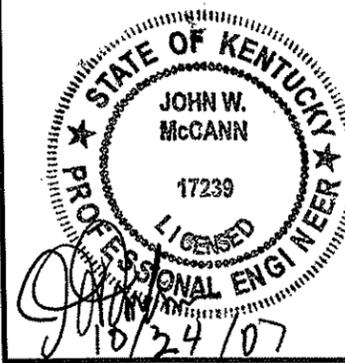
ROADWAY TYPICAL SECTION
(N. T. S.)

ROADWAY DETAIL
SCALE: N.T.S.



CONSTRUCTION

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#1355
GREENWOOD, KY

ROADWAY AND
COMPOUND DETAILS

DATE: OCT. 23, 2007

SCALE: N.T.S.

DRAWN: SJM

ENG. #:

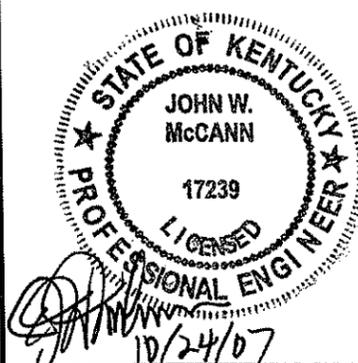
SHEET

C4-1



CONSTRUCTION

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10/23	REV. A	REVIEW

#1355
GREENWOOD, KY

COMPOUND FENCE DETAILS

DATE: OCT. 23, 2007

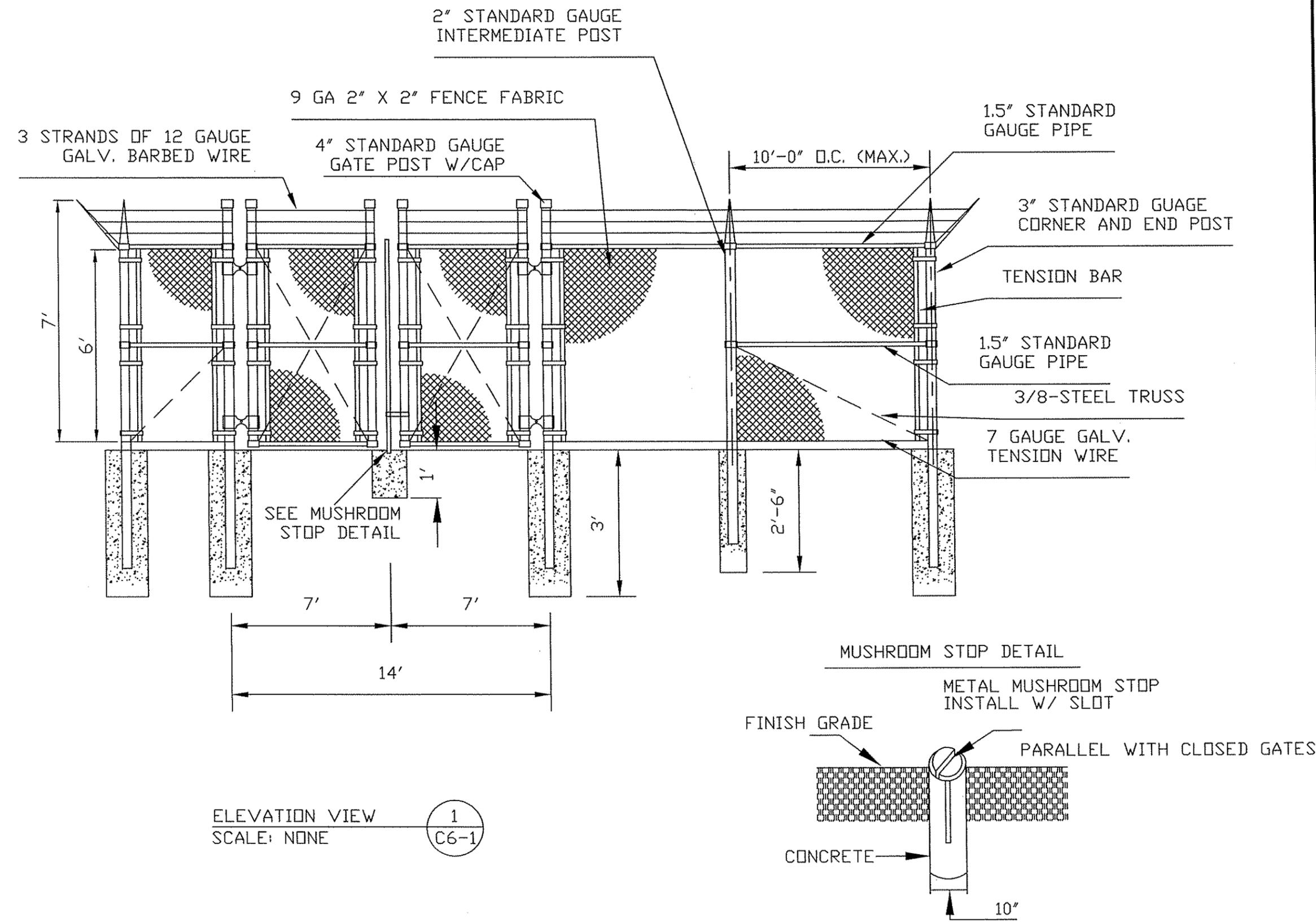
SCALE: N.T.S.

DRAWN: SJM

ENG #:

SHEET

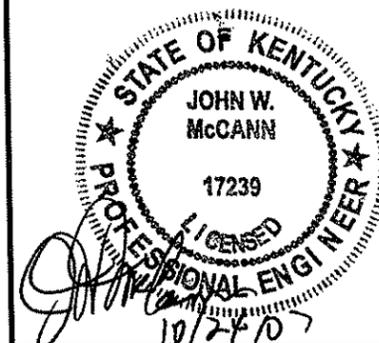
C6-1





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10/23	REV. A	REVIEW

#1355
 GREENWOOD, KY

*MINIMUM ANCHOR
 FENCE DETAILS*

DATE: OCT. 23, 2007

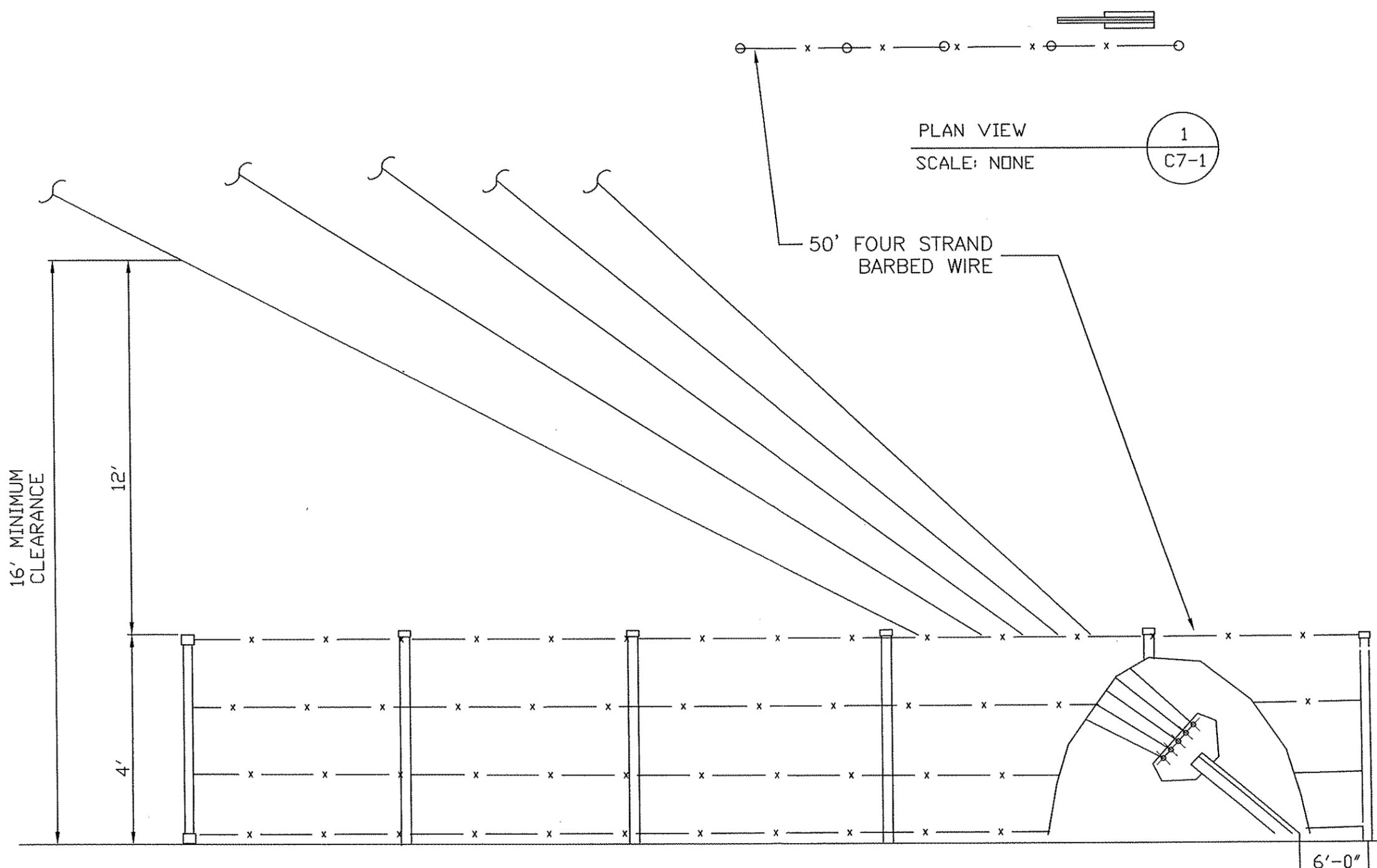
SCALE: N.T.S.

DRAWN: SJM

ENG #:

SHEET

C7-1



PLAN VIEW
 SCALE: NONE

1
 C7-1

50' FOUR STRAND
 BARBED WIRE

16' MINIMUM
 CLEARANCE

12'

4'

6'-0"

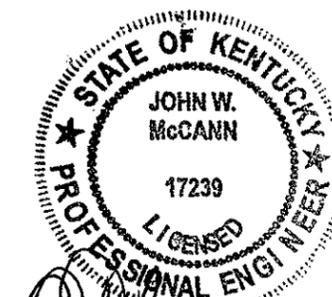
ELEVATION VIEW
 SCALE: NONE

2
 C7-1



CONSTRUCTION

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DATE	REV.	REVIEW
10/23	A	

#1355
 GREENWOOD, KY

ELECTRICAL, LIGHTING
 AND TELCO PLAN

DATE: OCT. 23, 2007

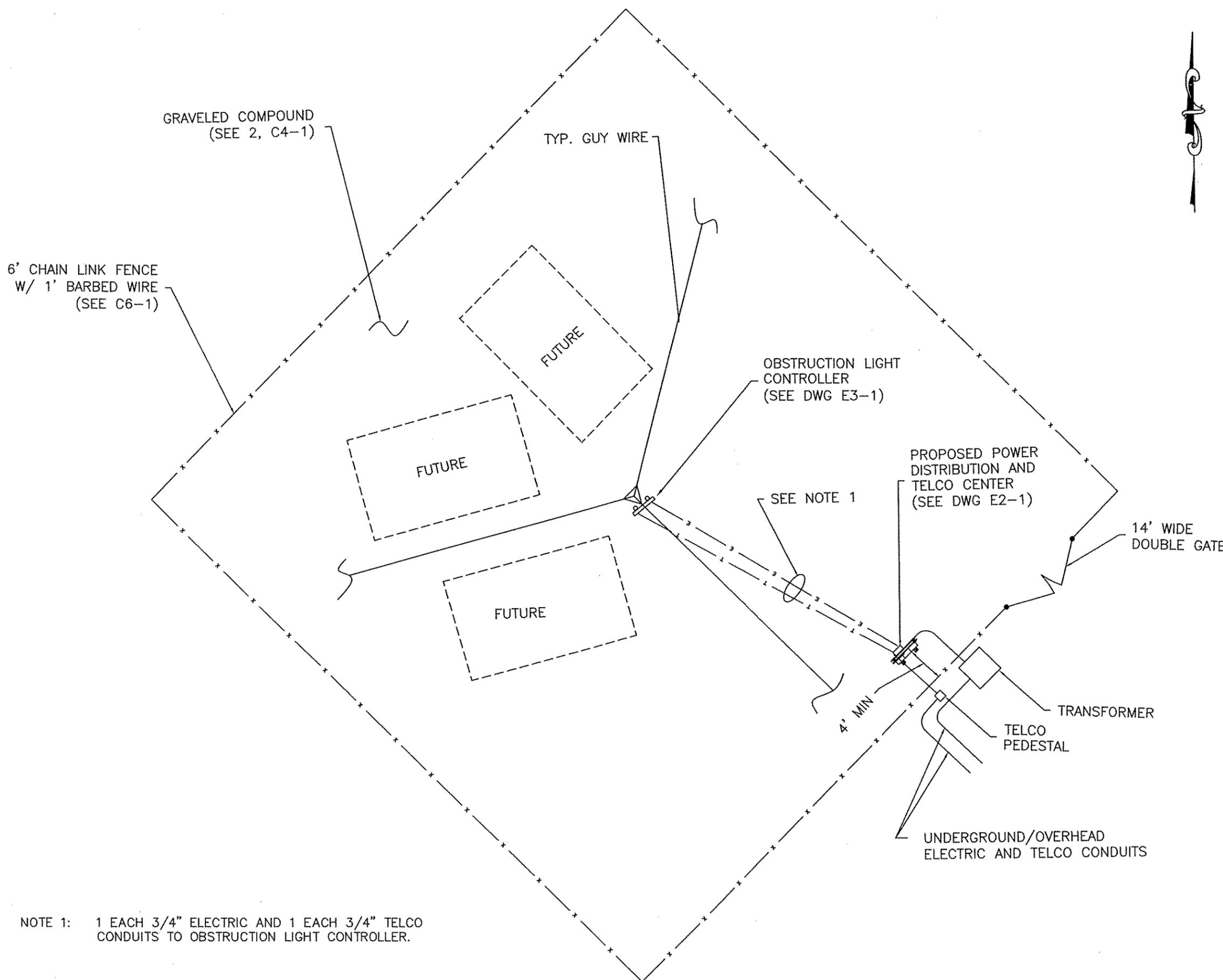
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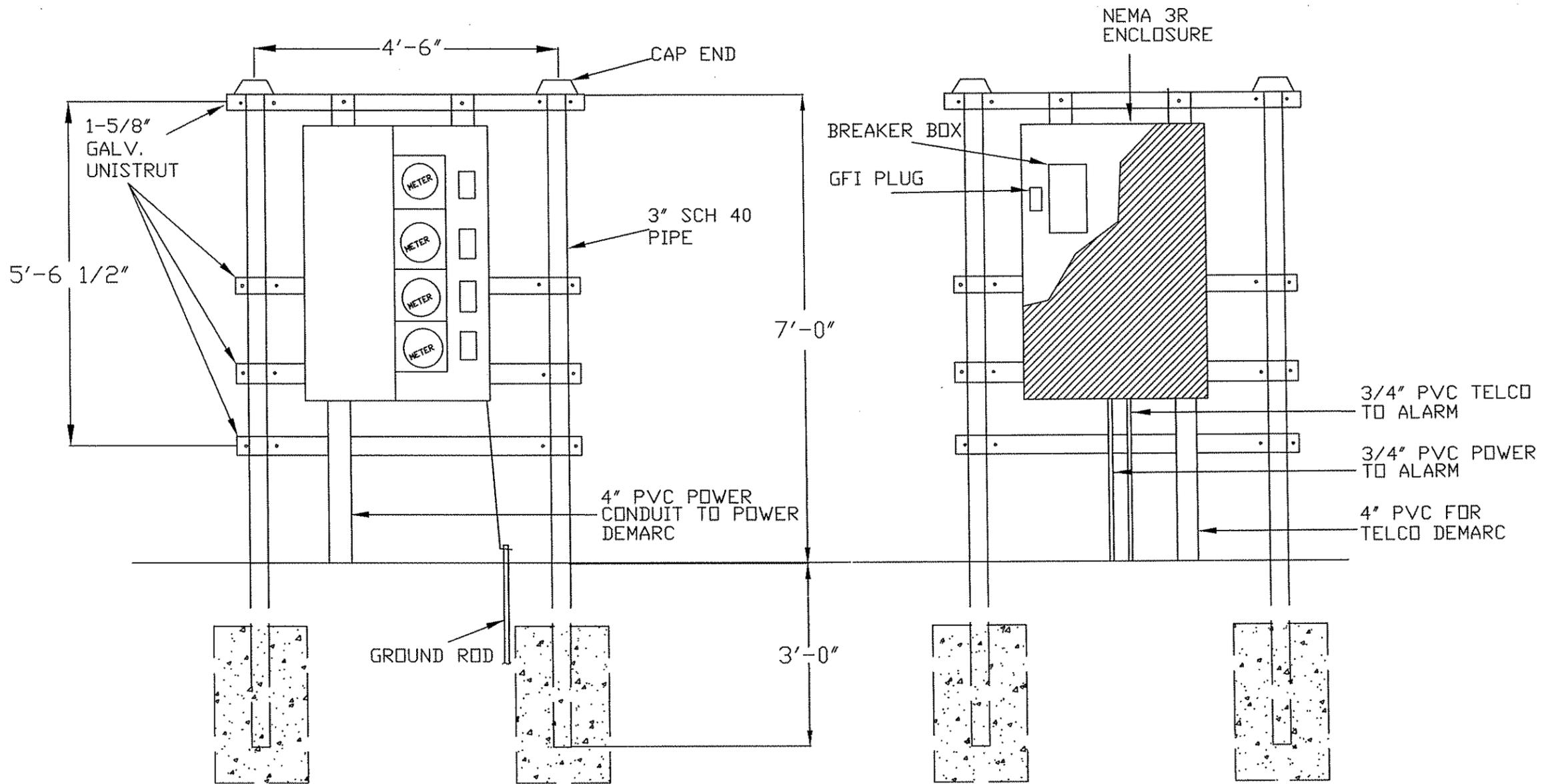
ENG. #:

SHEET

E1-1



NOTE 1: 1 EACH 3/4" ELECTRIC AND 1 EACH 3/4" TELCO CONDUITS TO OBSTRUCTION LIGHT CONTROLLER.



FRONT VIEW

1
E2-1

SCALE: NONE

REAR VIEW

2
E2-1

SCALE: NONE

NOTES:

CONTRACTOR SHALL PROVIDE AND INSTALL MODULAR METERING MAIN, 120/240V, 1 ϕ , 600A, NEMA 3R WITH FOUR METER SOCKETS. METER CENTER SHALL BE FURNISHED WITH 200A METER AND 200A CIRCUIT BREAKER TO FEED EQUIPMENT. OTHER METERS AND BREAKERS SHALL BE COVERED WITH LEXAN METER COVER.

CONTRACTOR SHALL PROVIDE AND INSTALL TELCO DEMARCATION BOX TO INCLUDE 36" X 36" X 12" NEMA 3R ENCLOSURE WITH BACKPLATE, GFI RECEPTACLE (120V, 15A).

TOWER LIGHTING SHALL BE REQUIRED ON ALL TOWERS EXCEEDING 200' IN HEIGHT OR AS OTHERWISE REQUIRED BY FAA.

DIMENSIONS SHOWN ARE APPROXIMATE AND MAY BE ALTERED IN THE FIELD TO BETTER SUIT ACTUAL CONDITIONS OR EQUIPMENT RECEIVED.

ALL CONDUIT SHALL BE SCH. 40 PVC UNDERGROUND.



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10/23 REV. A REVIEW

#1355
GREENWOOD, KY

CONSTRUCTION DETAILS
ELECTRICAL

DATE: OCT. 23, 2007

SCALE: N.T.S.

DRAWN: SJM

ENG. #:

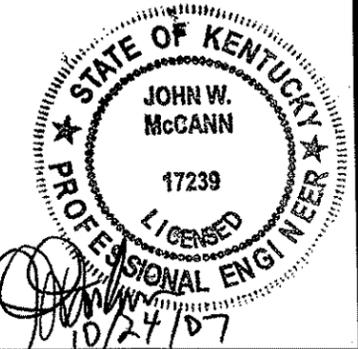
SHEET

E2-1



CONSTRUCTION

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10/23	REV. A	REVIEW

#1355
GREENWOOD, KY

INSTALLATION OF
OBSTRUCTION LIGHT
CONTROLLER

DATE: OCT. 23, 2007

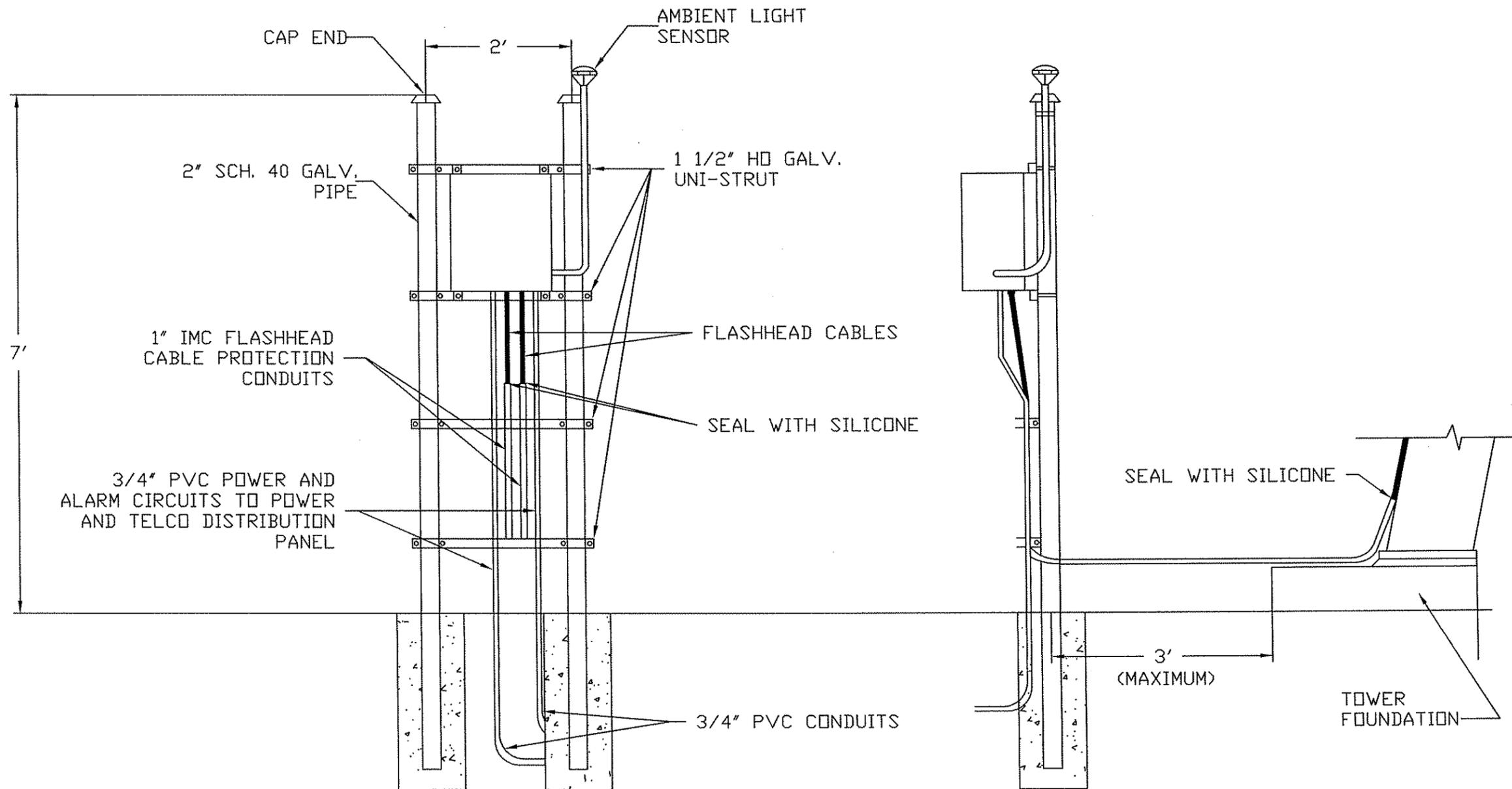
SCALE: N.T.S.

DRAWN: SJM

ENG. #:

SHEET

E3-1

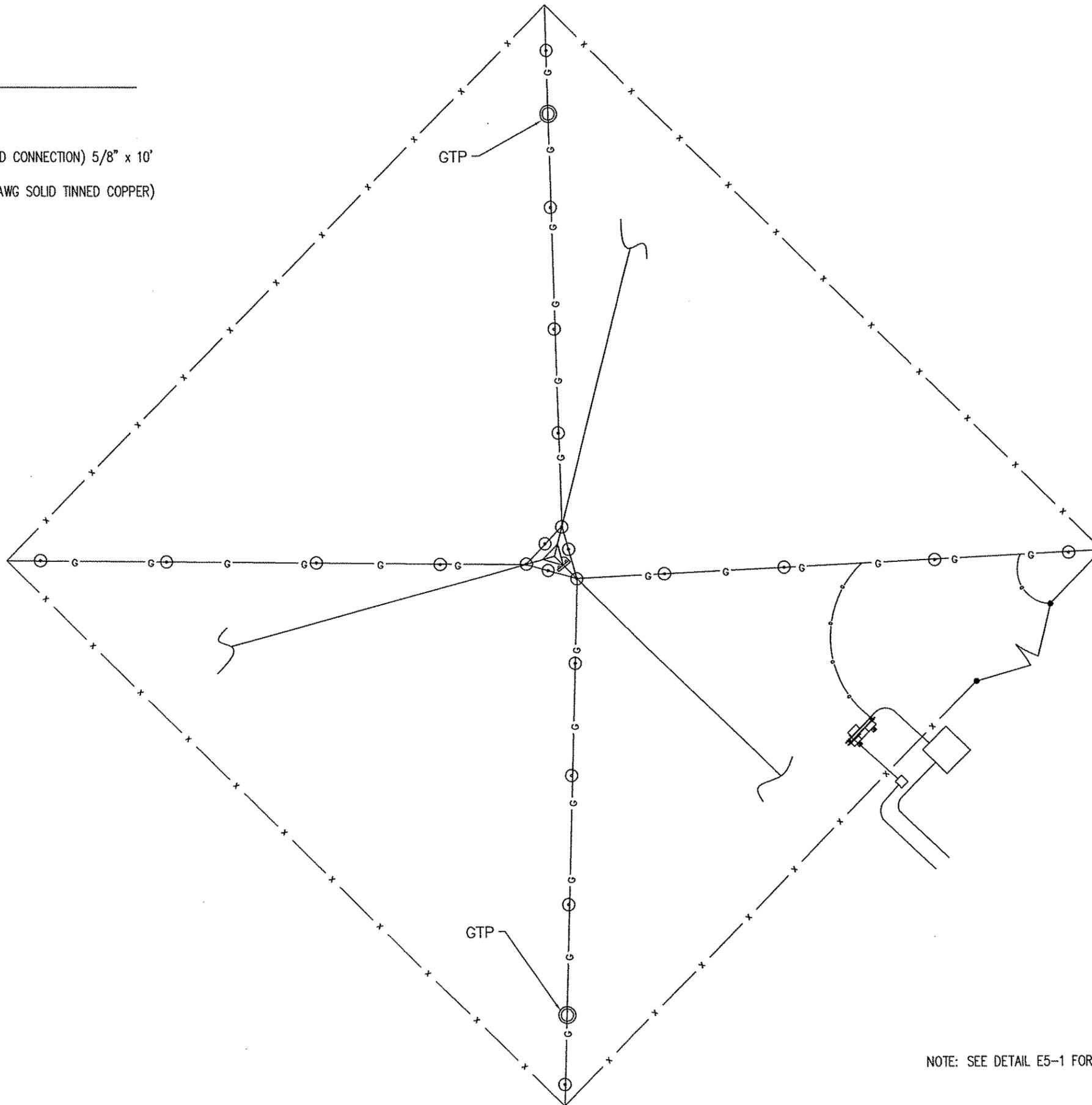


FRONT VIEW 1
SCALE: NONE E3-1

SIDE VIEW 2
SCALE: NONE E3-1

LEGEND

- ⊙ GROUND TEST PIT
- ⊕ GROUND ROD (CADWELD CONNECTION) 5/8" x 10'
- G— GROUND WIRING, (#2 AWG SOLID TINNED COPPER)
- ~ STUB

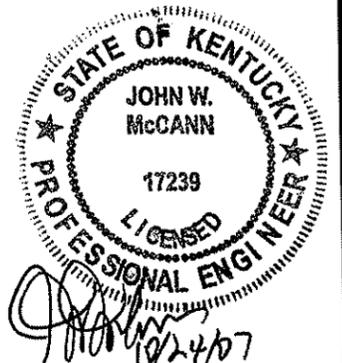


NOTE: SEE DETAIL E5-1 FOR GROUNDING DETAILS



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10/23	REV. A	REVIEW

#1355
GREENWOOD, KY

GROUNDING PLAN

DATE: OCT. 23, 2007

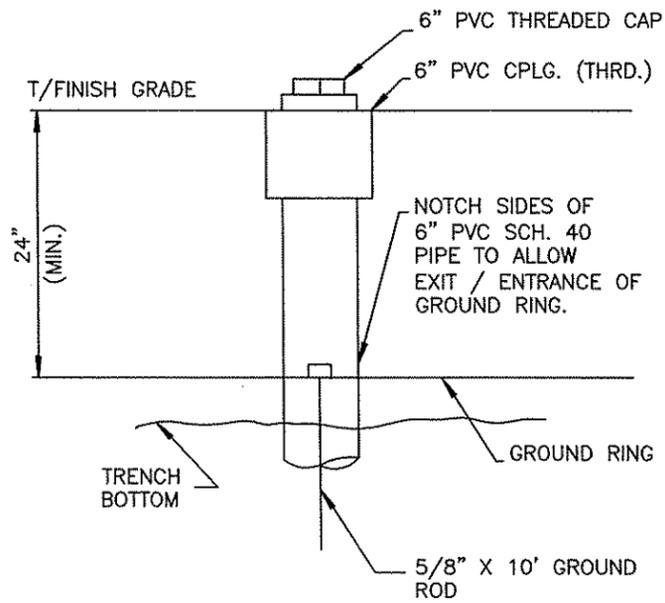
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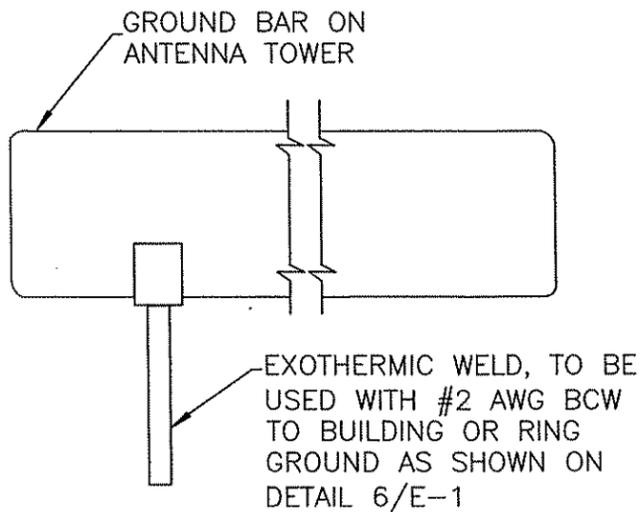
SHEET

E4-1



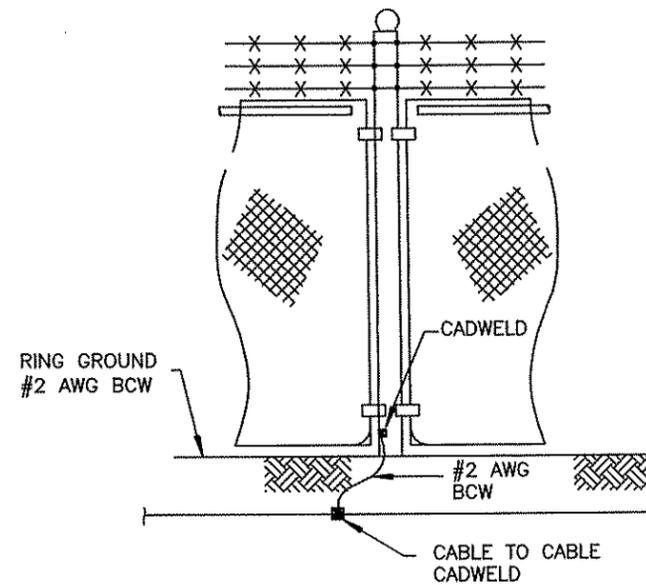
GROUNDING WELL
SCALE: N.T.S.

1
E5-1



INSTALLATION OF GROUND
WIRE TO GROUND BAR
SCALE: N.T.S.

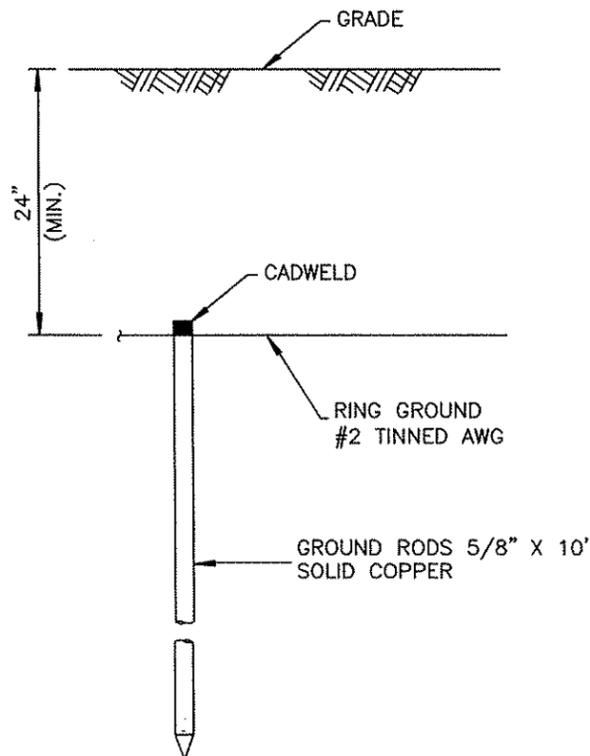
2
E5-1



- 1- THE #2 AWG, BCW, FROM THE RING GROUND SHALL BE CADWELDED TO THE POST, ABOVE GRADE.
- 2- VERTICAL POST SHALL BE BONDED TO THE RING AT EACH CORNER AND AT EACH GATE POST. AS A MINIMUM, ONE VERTICAL POST SHALL BE BONDED TO THE GROUND RING IN EVERY 100 FEET.

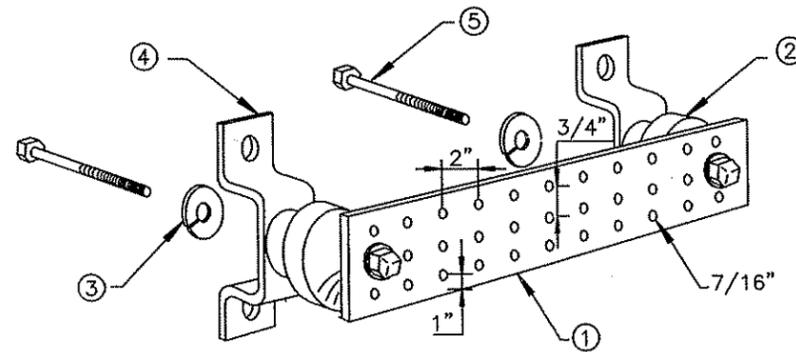
FENCE GROUNDING
SCALE: N.T.S.

3
E5-1



ROD AND RING GROUNDING
SCALE: N.T.S.

4
E5-1

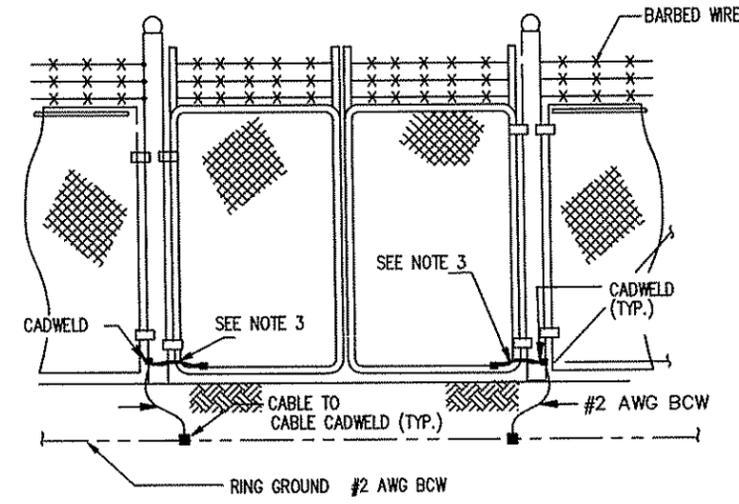


LEGEND

- 1- COPPER GROUND BAR, 1/4" X 4" X 20". HOLE CENTERS TO MATCH NEMA DOUBLE LUG CONFIGURATION
- 2- INSULATORS
- 3- 5/8" LOCKWASHERS
- 4- WALL MOUNTING BRACKET
- 5- 5/8-11 X 1" H.H.C.S. BOLTS

GROUND BAR DETAIL
SCALE: N.T.S.

5
E5-1



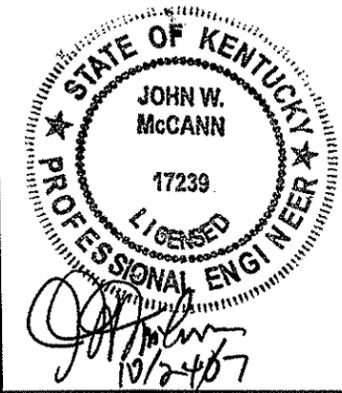
- NOTE:
- 1- THE #2 AWG, BCW, FROM THE RING GROUND SHALL BE CADWELDED TO THE POST, ABOVE GRADE.
 - 2- GATE JUMPER SHALL BE #4\0 AWG WELDING CABLE OR FLEXIBLE COPPER BRAID BURNDY TYPE "B" W/ SLEEVE ON EACH END DESIGNED FOR EXOTHERMIC WELDING.
 - 3- GATE JUMPER SHALL BE INSTALLED SO THAT IT WILL NOT BE SUBJECTED TO DAMAGING STRAIN WHEN GATE IS FULLY OPEN IN EITHER DIRECTION.

FENCE GATE GROUNDING
SCALE: N.T.S.

6
E5-1



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10/23	REV. A	REVIEW

#1355
GREENWOOD, KY

GROUNDING DETAILS

DATE: OCT. 23, 2007
SCALE: N.T.S.
DRAWN: SJM
ENG. #:
SHEET

E5-1

CONSTRUCTION

GENERAL

General construction, electrical, tower and foundation drawings are interrelated. In performance of the work each contractor must refer to all drawings. Coordination is the responsibility of the general contractor.

SITE WORK

PART 1 - GENERAL

- 1. Work included: See Site Plan
- 2. Access road, turnaround areas and sites are constructed to provide a well-drained, easily maintained, even surface for material and equipment deliveries and maintenance personnel access.

3. SEQUENCING

- A. Confirm survey stakes and set elevation stakes prior to any construction.
- B. Grub the complete road (if applicable) and site area prior to foundation construction or placement of backfill or subbase materials.
- C. Construct temporary construction zone along access drive.
- D. Bring the site area to subbase course elevation and bring the access road to base course elevation prior to forming foundation.
- E. Soil stabilizer shall be Mirafi - 500X or equal.
- F. Grade, seed, fertilize and mulch disturbed areas immediately after bringing site and access road to base course elevation.
- G. Remove gravel from temporary construction zone to an authorized area or as directed by the owner's representative.

4. SUBMITTALS

- A. Before construction:
 - i. If landscaping is applicable to contract, submit two copies of the landscape plan under nursery letterhead. If a landscape allowance was included in the contract, provide an itemized listing of proposed costs on nursery letterhead (refer to plans for landscaping requirements).

5. WARRANTY

- A. In addition to the warranty on all construction covered in the contract documents, the contractor shall repair all damage and restore area as close to original condition as possible at site and surroundings.
- B. Disurbed area will reflect growth of new grass cover prior to final inspection.

PART 2 - PRODUCTS

1. MATERIALS

- A. Road and site materials shall conform to DOT specifications fill material - acceptable select fill shall be in accordance with State Department of Highway and Transportation standard specifications and approved by the owner's representative.
- B. Soil stabilizer shall be Mirafi - 500X or equal.

PART 3 - EXECUTION

1. INSPECTIONS

Local building inspectors shall be notified no less than 24 hours in advance of concrete pours, unless otherwise specified by jurisdiction.

2. PREPARATION

- A. Clear trees, brush and debris from site area and access road right-of-way.
- B. Prior to other excavation and construction, grub organic material to a minimum of six (6) inches below grade.
- C. Prior to placement of fill or base materials, roll the soil.
- D. Where unstable soil conditions are encountered, line the areas with stabilizer mat prior to placement of fill or base material.

3. INSTALLATION

- A. The site and turnaround areas shall be at the subbase course elevation prior to forming foundation. Grade or fill the site and access road as required in order that upon distribution of spoils resulting from foundation excavations, the resulting grade will correspond with said subbase course, elevations are to be calculated from finished grades or slopes indicated.
- B. Clear excess spoils, if any, from job site and do not spread beyond the limits of project area unless authorized by the owner's representative and agreed to by landowner.
- C. Bring the access road to base course elevations prior to use to permit construction and observation during construction of the site.
- D. Avoid creating depressions where water may pond.
- E. The contract shall include grading, banking and ditching, unless otherwise indicated.
- F. When improving an existing access road, grade the existing road to remove any organic matter and smooth the surface before placing fill or stone.
- G. Place fill or stone in six inch maximum lifts and compact before placing next lift.
- H. The top surface course shall extend a minimum of six inches beyond the site fence and shall cover the area as indicated.
- I. Apply riprap gravel to the slopes of all fenced areas and parking areas and all other slopes greater than 2:1.
- J. Apply seed, fertilizer and straw cover to all other disturbed areas, ditches, drainage and swales not otherwise ripped.
- K. Apply seed and fertilizer to surface conditions which will encourage rooting. Rake areas to be seeded to even the surface and loosen the soil.
- L. Sow seed in two directions to twice the quantity recommended by the seed producer.

4. PROTECTION

- A. Protect seeded areas from erosion by spreading straw to a uniform loose depth of 1 - 2 inches, stake and tie down as required. Use of erosion control mesh or mulch net will be an acceptable alternate.
- B. Protect all exposed areas against washouts and soil erosion, place straw bales at the inlet approaches to all new or existing culverts. Where the site or road areas have been elevated immediately adjacent to the rail line, stake erosion control fabric full length in the swale to prevent contamination of the rail ballast.

5. The required structural fill operation to the grades indicated for PCS equipment shelters shall be performed as follows:

- A. The structural fill material shall be placed in lifts not exceeding six inches in loose thickness.
- B. Each layer of structural fill material placed shall be compacted to a minimum of 95° of maximum density obtainable by ASTM compaction test designation D-337-66T for cohesive fill or 75% relative as determined by ASTM D-2049-64T for cohesionless fill, whichever is greater.
- C. The final grade of structural fill for all footings shall be capable of supporting the design soil bearing pressure load of 3,000 lbs. per square foot minimum.

FENCING AND GATE(S)

PART 1 - GENERAL

- 1. Work included: See plan for location of fence and gate(s).

2. QUALITY ASSURANCE

All steel materials utilized in conjunction with this specification will be galvanized or stainless steel. Weight of zinc coating of the fabric shall not be less than 12 ounces per square foot of material covered. Posts shall be hot-dipped in grade E zube m 16 ounces per square foot.

3. SEQUENCING

If the site has been brought up to surface course elevation prior to the fence construction, fence post excavation spoils must be controlled to preclude contamination of said surface course.

4. SUBMITTALS

- A. Manufacturer's descriptive literature.
- B. Certificate or statement of compliance with the specifications.

PART 2 - PRODUCTS

1. FENCE MATERIAL

- A. All fabric wire, rails, hardware and other steel materials shall be hot-dipped galvanized.
- B. Fabric shall be six-foot height two-inch chain link mesh of No. 9 gauge wire. The fabric shall have a knuckled finish for the top selvages. Fabric shall conform to the specifications of ASTM A-392 Class 1.
- C. Barbed wire shall be double-strand, 12 gauge twisted wire with 14-gauge, 4-point round barbs spaced on five-inch centers.
- D. All posts shall be mechanical service pipe and shall be Type 1 ASTM A-128 and of the following diameter (OD. per fence industry standards).
 - Line 2 inches
 - Corner 3 inches
 - Gate 4 inches
- E. Gate posts shall be extended 12 inches, including dome cap, to provide for attachment of barbed wire.
- F. All top and brace rails shall be 1-1/2" diameter mechanical service pipe. Frames shall have welded corners.
- G. Gate frame and braces shall be 1-5/8" diameter Schedule 40 mechanical service pipe. Frames shall have welded corners.
- H. Gate frame shall have a full height vertical brace and a full width horizontal brace, secured in place by use of gate brace clamps.
- I. Gate hinges shall be Merchants Metal Model 6-4386-hinge adapter with Model 6-409, 188 degree attachment.
- J. The quide (latch assembly) shall be heavy industrial gate latch. Master Halco #17221.
- K. Latches and stops shall be provided for all gates.
- L. All stops shall have keepers capable of holding the gate leaf in the open position.
- M. A No. 7 gauge zinc coated tension wire shall be used at the bottom of the fabric terminated with bank clips at corner and gateposts.
- N. A six-inch by 1/2-inch diameter eyebolt to hold tension wire shall be placed at the line posts.
- O. Stretcher bars shall be 3/16-inch by 3/4-inch or have equivalent cross-sectional area.
- P. All corner gate and panels shall have a 3/8-inch truss rod with turnbuckles.
- Q. All posts except gateposts shall have a combination cap and barbed wire supporting arm. Gateposts shall have a dome cap.
- R. Other hardware includes but may not be limited to the clips, band clips and tension band clips.
- S. Barbed wire gate guards shall be fitted with dome caps.
- T. Barbed wire support arms shall be cast iron with set bolt and lock wire in the arm.
- U. All caps shall be cast steel.
- V. Where the use of concertina has been specified, 24-inch diameter coil barbed tape, stainless steel, cyclone fence model gap to Type III shall be furnished. It shall be supported above the top rail by use of six wire barbed wire arms positioned atop each line/corner post.



CONSTRUCTION

1350 NORTH LOUISVILLE
TULSA, OK. 74115
OFFICE 918-834-2200
FAX 918-836-6918



10/23	REV. A	REVIEW

#1355
GREENWOOD, KY

GENERAL NOTES

DATE: OCT. 23, 2007

SCALE: N.T.S.

DRAWN: SJM

ENG. #:

SHEET

G1-1

PART 3 - EXECUTION

1. INSPECTION

To confirm proper depth and diameter of post hole excavations, all post holes will be excavated as per construction documents.

2. INSTALLATION

- A. Foundations shall have a minimum six-inch concrete cover under post.
- B. All fence posts shall be vertically plumb plus/minus one-quarter inch.
- C. At corner posts, gateposts and sides of gate frame, fabric shall be attached with stretcher and tension band-clips at fifteen inch intervals.
- D. At line posts, fabric shall be attached with band-clips at fifteen inch intervals.
- E. Fabric shall be attached to brace rails, tension wire and truss rods with tie clips at two foot intervals.
- F. A maximum gap of two inches will be permitted between the chain link fabric and the final grade.
- G. Gate shall be installed so locks are accessible from both sides.
- H. Gate hinge bolts shall have their threads peened or welded to prevent unauthorized removal.
- I. Concrete to be a minimum of 3,000 psi.

3. PROTECTION

Upon completion of erection, inspect fence material and paint field cuts or galvanizing breaks with zinc-based paint, color to match the galvanized metal.

Applicable Standards:

- ASTM-A120 Specification for pipe, steel black and hot-dipped, zinc coated (galvanized) welded and seamless.
- ASTM-A123 Zinc (hot-dipped galvanized) coated steel chain link fence fabric.
- ASTM-A153 Specification for zinc coating (hot-dip) on iron and steel hardware.
- ASTM-A392 Specification for zinc-coated steel chain link fence fabric.
- ASTM-A431 Specification for aluminum-coated steel chain link fence fabric.
- ASTM-A525 Standard specification for steel sheet zinc coated (galvanized) by the hot-dipped process.
- ASTM-A535 Specification for aluminum coated steel barbed wire.
- ASTM-A570 Specification for hot-rolled carbon steel sheet and strip, structural quality.
- Federal Specification RR-F-191 Fencing Wire and Post Metal (and Gates, Chain Link Fence Fabric and Accessories)

ELECTRICAL

- 1. Contractor shall review the contract documents prior to the ordering of the electrical equipment and starting the actual construction. Contractor shall issue a written notice of all findings to the architect listing any discrepancies or conflicting information.
- 2. Verify exact locations and mounting heights of electrical equipment with owner prior to installation.
- 3. All materials and equipment shall be new and in good working condition when installed and shall be of the best grade and of the same manufacturer throughout for each class or group of equipment. Materials shall be listed "J" where applicable. Materials shall meet with approval of all governing bodies having jurisdiction. Materials shall be manufactured in accordance with applicable standards established by ANSI, NEMA, NSFU and "UL" listed.
- 4. All conduit shall have a pull string.
- 5. Provide Project Manager with one set of complete electrical "As Installed" drawings at the completion of the job showing actual dimensions, routing and circuits.
- 6. The entire electrical installation shall be grounded as required by UBC, NEC and all applicable codes.
- 7. Patch, repair and paint any area that has been damaged in the course of the electrical work.
- 8. Wire and cable conductors shall be copper 600 amp, type THHN or THWN with a minimum size of #2 AWG color-coded. All rectifier drops shall be stranded to accept crimp connectors.
- 9. All chemical ground rods shall be "UL" approved.
- 10. Meter socket amperes, voltage, number of phases shall be as noted on the drawings, manufactured by Milbank or approved equal and shall be utility company approved.
- 11. CONDUIT**
 - A. Electrical metallic tubing shall have UL label; fitting shall be gland ring compression type.
 - B. Flexible metallic conduit shall have UL listed label and may be used where permitted by code. Fittings shall be "Jake" or "Squeeze" type. All flexible conduits shall have full length ground wire.
 - C. All underground conduit shall be PVC Schedule 40 with UV protection (unless noted otherwise) at a minimum depth of 24" below grade.
- 12. Contractor to coordinate with utility company for connection of temporary and permanent power to the site. The temporary power and all hookup costs are to be paid by the contractor.

13. All electrical equipment shall be labeled with permanent engraved plastic labels with white on blue background lettering (minimum letter height shall be 1/4"). Nameplates shall be fastened with stainless steel screws, not adhesive.

14. GROUNDING ELECTRODE SYSTEM

A. PREPARATION

i. Surface Preparation:

All connections shall be made to bare metal. All painted surfaces shall be field inspected and modified to ensure proper contact. No washers are allowed between the items being grounded. All connections are to have a non-oxidizing agent applied prior to installation.

ii. Ground Bar Preparation:

All copper ground bars shall be cleaned, polished and a non-oxidizing agent applied. No fingerprints or discolored copper will be permitted.

iii. All grounding conductors shall run through seal tight wherever conductors run through walls, floors or ceilings. If conductors must run through EMT, both ends of conduit shall be grounded. Seal both ends of conduit with silicone caulk.

B. GROUND BARS

i. All ground bars shall be 1/4" thick copper and of size indicated on drawings.

C. EXTERNAL CONNECTIONS

i. All grounding connections shall be made by the exothermic weld process. Connections shall include all cable, splices, tee's, x's, etc. All cable to ground rods, ground rod splices and lightning protection systems are to be as indicated. All materials used (molds, welding metal, tools, etc.) shall be cadweld and installed per manufacturer's recommended procedures.

D. GROUND RODS

i. All ground rods shall be 5/8" diameter by 10'-0" long "copperweld" or approved equal of the number and locations indicated. Ground rods shall be driven full length vertically in undisturbed earth.

E. GROUND CONDUCTORS

i. All ground conductors shall be standard tinned, solid bare copper, annealed and size indicated on drawings.

F. GROUND RING

i. The external ground ring encircling the tower (if applicable) and future carrier shall be minimum size of No. 2 AWG solid tinned, bare copper conductor in direct contact with the earth at a depth specified on plan sheets and details. Conductor bends shall have a minimum bending radius of eight inches.

ii. All external ground rings are to be joined together and all connections must be cadwelded. No lugs or clamps will be accepted.

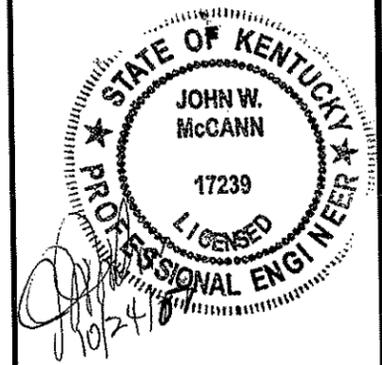
G. FENCE / GATE

i. Ground each gatepost, corner post and gate as indicated on drawing. Ground connections to fence posts and all other connections for the ground grid system shall be made by exothermic weld process and installed per manufacturer's recommendations and procedures and sprayed and cold-galvanized paint.



CONSTRUCTION

1350 NORTH LOUISVILLE
TULSA, OK. 74115
OFFICE 918-834-2200
FAX 918-836-6918



10/23	REV. A	REVIEW

#1355
GREENWOOD, KY

GENERAL NOTES

DATE: OCT. 23, 2007
SCALE: N.T.S.
DRAWN: SJM
ENG. #:

SHEET

G1-2



Kentucky Airport Zoning Commission
200 Mero Street
Frankfort, KY 40622

(502) 564-4480
fax: (502) 564-7953
No.: AS-100-SME-07-189

AERONAUTICAL STUDY OF PROPOSED CONSTRUCTION OR ALTERATION

October 16, 2007

Hemphill Corporation
John R Hemphill
1350 N Louisville Ave
TULSA, OK 74115

CONSTRUCTION LOCATION	Burnside, KY
LATITUDE/LONGITUDE	36-53-58.62 N / 84-30-50.05 W
HEIGHT (In Feet)	349'AGL/1575'AMSL
CONSTRUCTION PROPOSED	Antenna Tower

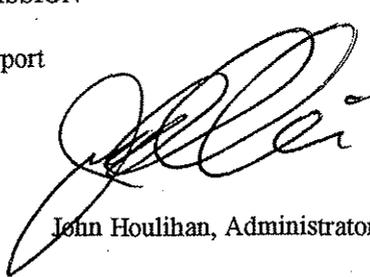
An application has been filed with the Kentucky Airport Zoning Commission for a permit to construct or alter the above described structure. Accordingly, the Kentucky Airport Zoning Commission is conducting an aeronautical study of the proposal to determine its effect upon the safe and efficient use of navigable airspace by aircraft and on the operation of air navigation facilities.

In the study, consideration will be given to all facts relevant to the effect of the structure on the safety of airport users and surface persons and property; the character of the flying operations conducted at the airport; the nature of the terrain; the height of existing structures and trees above the level of the airport, the views of the officials of the Federal Aviation Administration as to the safe approaches required for operations of the airport, the future development of the airport including extension to runways that may be required; the interest of the public in developing a sound public transportation system and the views and opinions of those owning the land in the area.

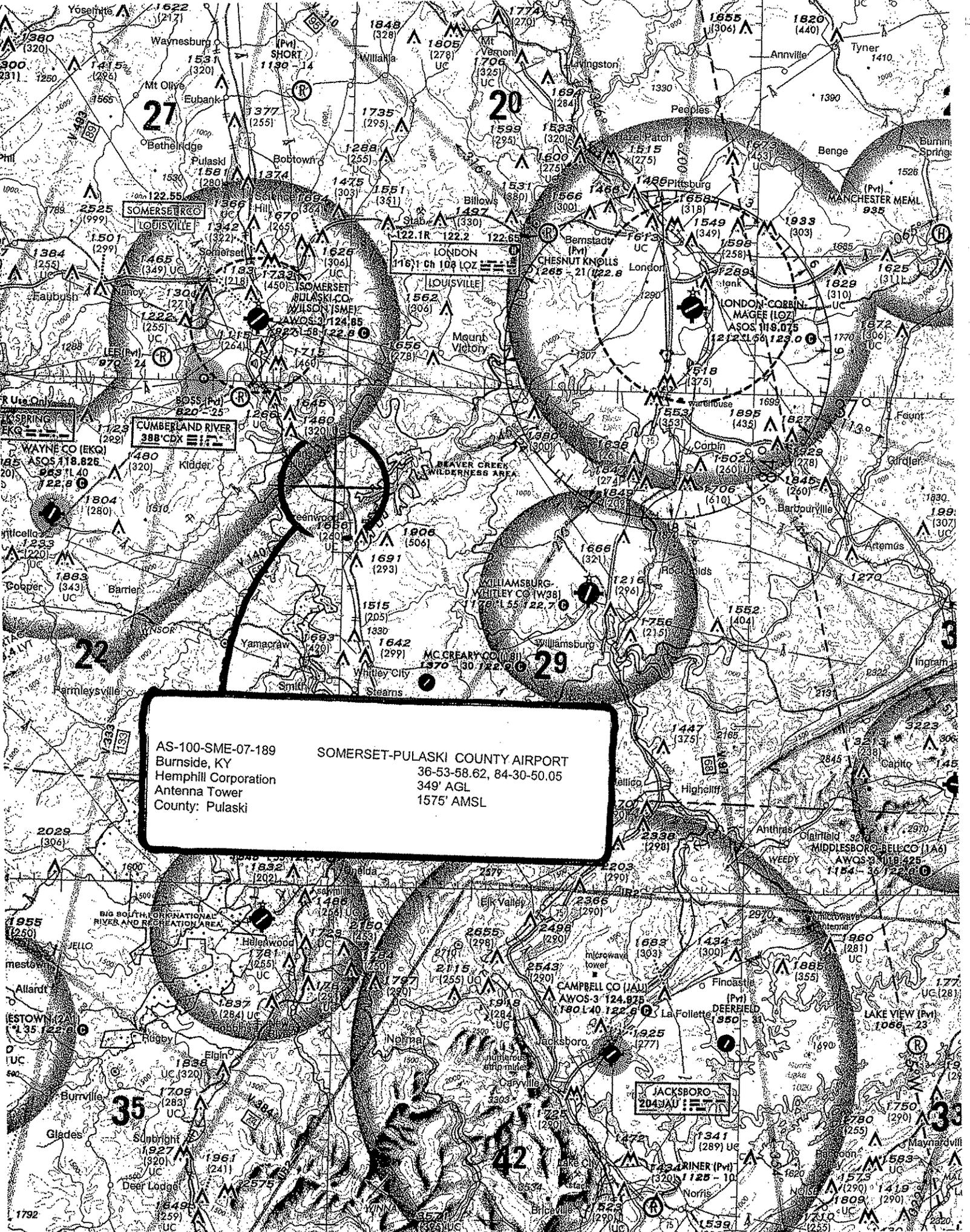
Interested persons are invited to participate in the aeronautical study by submitting written comments to the Administrator of the Kentucky Airport Zoning Commission. To be eligible for consideration, comments must be relevant to the effect of the proposed construction with the consideration set out above. The comments should provide sufficient details to permit a clear understanding, and be received before November 7, 2007. Please refer to the Aeronautical Study Number printed in the upper right hand corner of this notice.

The antenna tower will be located 11 NM southeast of the Somerset-Pulaski County Airport. Preliminary review indicates this structure exceeds no state obstruction standards.
Obstruction lighting is proposed.

Chairman, Somerset-Pulaski County Airport Board
SOMERSET PLANNING & ZONING COMMISSION
JUDGE/EXECUTIVE, PULASKI COUNTY
Airport Manager, Somerset-Pulaski County Airport
MAYOR, CITY OF SOMERSET



John Houlihan, Administrator



AS-100-SME-07-189	SOMERSET-PULASKI COUNTY AIRPORT
Burnside, KY	36-53-58.62, 84-30-50.05
Hemphill Corporation	349' AGL
Antenna Tower	1575' AMSL
County: Pulaski	



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

Aeronautical Study No.
 2007-ASO-4774-OE

Issued Date: 09/25/2007

Sherry McFee
 Hemphill Corporation
 3515 Dawson RD
 Tulsa, OK 74115

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

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

Structure: Antenna Tower Greenwood, KY
 Location: Burnside, KY
 Latitude: 36-53-58.62 N NAD 83
 Longitude: 84-30-50.05 W
 Heights: 349 feet above ground level (AGL)
 1575 feet above mean sea level (AMSL)

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

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

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

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

This determination expires on 03/25/2009 unless:

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

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

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

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

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

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

If we can be of further assistance, please contact our office at (817) 838-1995. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2007-ASO-4774-OE.

Signature Control No: 535251-100645415

(DNE)

Alice Yett
Technician

Attachment(s)
Frequency Data

7460-2 Attached

Frequency Data for ASN 2007-ASO-4774-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
1850	1990	MHz	1000	W



1350 North Louisville
Tulsa, OK 74115

OFF: 918-834-2200
FAX: 918-836-6918
Email: sjmhemp@aol.com

August 30, 2007

Administrator
Kentucky Airport Zoning Commission
Department of Aviation
200 Mero Street
Frankfort, KY 40622

RE: Request for Aeronautical Study Evaluation
Hemphill Site No. 1355

Gentlemen:

The purpose of this letter is to request an aeronautical evaluation on the enclosed proposed antenna tower located near Burnside, KY.

Preliminary review indicates that the proposed antenna application does not exceed the standards for determining obstructions to the navigable airspace as set forth in Subpart C of Part 77.

MARKING & LIGHTING: Dual Lighting (White medium intensity strobes - day;
Red lights - night)

We have today filed for FAA Determination (under ASN 2007-ASO-4774-OE). Upon receipt of the final Determination, we will forward a copy to you.

If you have any questions, please do hesitate to call. Thank you for your cooperation in this matter.

Sincerely,

Sherry J. McFee

Sherry J. McFee
Project Manager

Enclosure: Form TC56-50 and Map



Kentucky Transportation Cabinet, Kentucky Airport Zoning Commission, 200 Mero Street, Frankfort, KY 40622

Kentucky Aeronautical Study Number

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

INSTRUCTIONS INCLUDED

1. APPLICANT -- Name, Address, Telephone, Fax, etc.

John R. Hemphill
Hemphill Corporation
1350 North Louisville Avenue
Tulsa, OK 74115
Off: 918-834-2200 Fax: 918-836-6918

2. Representative of Applicant -- Name, Address, Telephone, Fax

Sherry J. McFee - KY 1355
Hemphill Corporation
1350 North Louisville Avenue
Tulsa, OK 74115
Off: 918-834-2200 Fax: 918-836-6918

3. Application for: New Construction Alteration Existing

4. Duration: Permanent Temporary (Months _____ Days _____)

5. Work Schedule: Start 11/15/2007 End 1/1/2008

6. Type: Antenna Tower Crane Building Power Line
 Landfill Water Tank Other _____

7. Marking/Painting and/or Lighting Preferred:

- Red Lights and Paint Dual - Red & Medium Intensity White
- White - Medium Intensity Dual - Red & High Intensity White
- White - High Intensity Other _____

8. FAA Aeronautical Study Number _____

9. Latitude: 36 ° 53 ' 58. 62 "

10. Longitude: 84 ° 30 ' 50 05 "

11. Datum: NAD83 NAD27 Other _____

12. Nearest Kentucky City: Burnside County McCreary

13. Nearest Kentucky public use or Military airport:
SME: Somerset - Pulaski

14. Distance from #13 to Structure: 9.4 NM

15. Direction from #13 to Structure: 332.02 Degrees

16. Site Elevation (AMSL): 1,226.00 Feet

17. Total Structure Height (AGL): 349.00 Feet

18. Overall Height (#16 + #17) (AMSL): 1,575.00 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)

In Parkers Lake, KY from intersection of SR-90 and Liz Worley Circle, travel approximately 1.37 miles NW on Liz Worley Circle. Proposed site is 386 yards West of Liz Worley Circle.

21. Description of Proposal:

Hemphill proposes a cellular tower at the above coordinates.

22. Has a "NOTICE OF CONSTRUCTION OR ALTERATION" (FAA Form 7460-1) been filed with the Federal Aviation Administration?

No Yes, When August 30, 2007

CERTIFICATION: I hereby certify that all the above statements made by me are true, complete and correct to the best of my knowledge and belief.

Sherry J. McFee, Project Manager

8/30/2007

Printed Name and Title

Signature

Date

PENALTIES: Persons failing to comply with Kentucky Revised Statutes (KRS 183.861 through 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.

Commission Action:

Chairman, KAZC

Administrator, KAZC

Approved

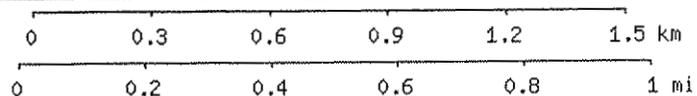
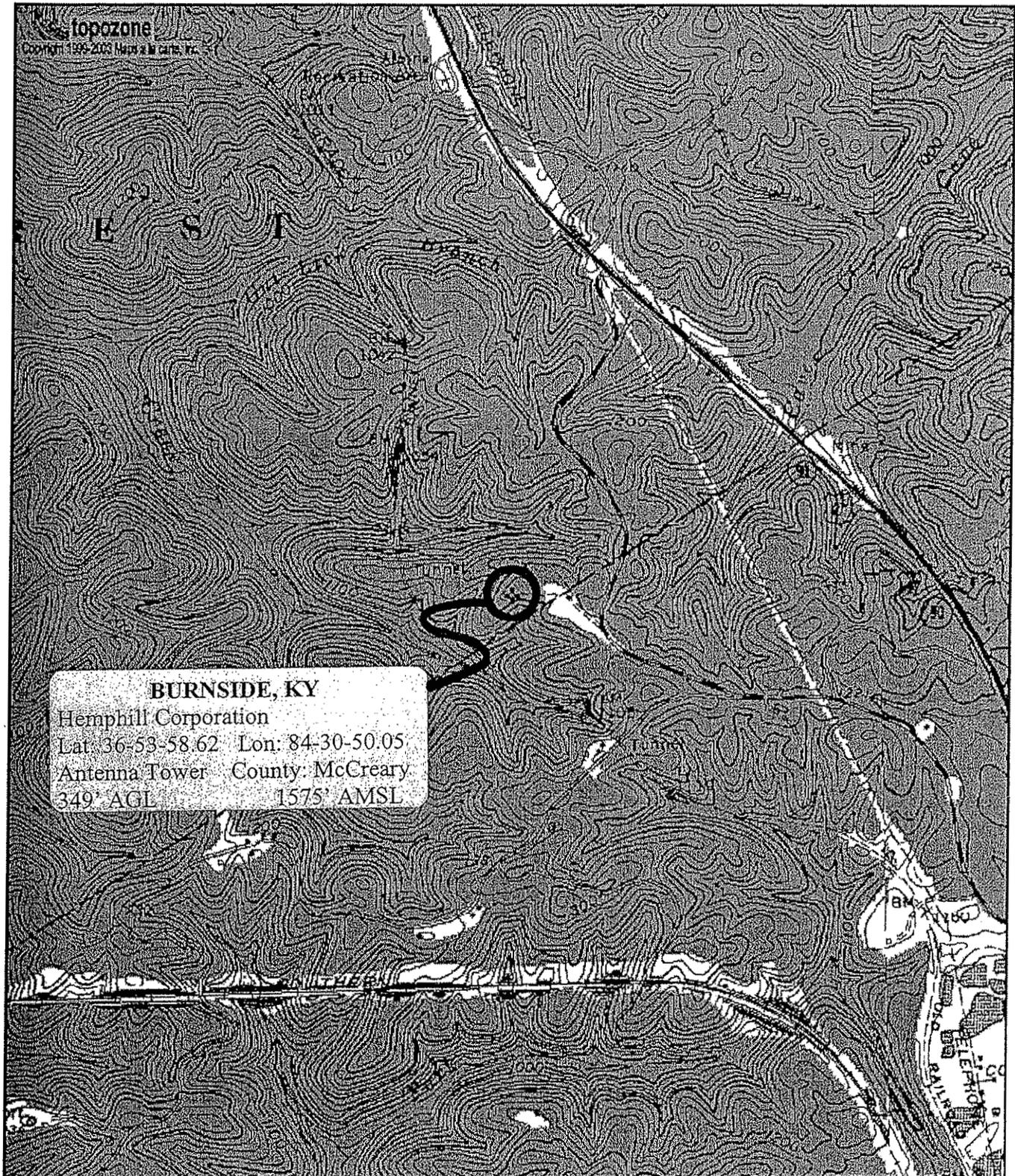
Disapproved

Date _____

topozone
Copyright 1999-2003 Maps & More, Inc.

E S T

BURNSIDE, KY
Hemphill Corporation
Lat: 36-53-58.62 Lon: 84-30-50.05
Antenna Tower County: McCreary
349' AGL 1575' AMSL



36° 53' 59"N, 84° 30' 50"W (NAD83/WGS84)
USGS Burnside (KY) Quadrangle
Projection is UTM Zone 16 NAD83 Datum

Mk
G
M=-4.646
G=1.494



**UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
ANTENNA STRUCTURE REGISTRATION**



OWNER: HEMPHILL CORPORATION

FCC Registration Number (FRN): 0006262281

ATTN: JOHN R. HEMPHILL HEMPHILL CORPORATION 1350 NORTH LOUISVILLE AVENUE TULSA, OK 74115	Antenna Structure Registration Number <p align="right">1260689</p>
	Issue Date <p align="right">11-05-2007</p>
Location of Antenna Structure 0.46 miles NW of intersection of Buck Kn Burnside, KY	Ground Elevation (AMSL) <p align="right">373.7 meters</p>
	Overall Height Above Ground (AGL) <p align="right">106.3 meters</p>
Latitude 36-53-58.6 N	Longitude 084-30-50.1 W
Overall Height Above Mean Sea Level (AMSL) <p align="right">480.0 meters</p>	NAD83
Painting and Lighting Requirements: FAA Chapters 4, 8, 12 Paint and Light in Accordance with FAA Circular Number 70/7460-1K	
Conditions:	

This registration is effective upon completion of the described antenna structure and notification to the Commission. **YOU MUST NOTIFY THE COMMISSION WITHIN 24 HOURS OF COMPLETION OF CONSTRUCTION OR CANCELLATION OF YOUR PROJECT**, please file FCC Form 854. To file electronically, connect to the antenna structure registration system by pointing your web browser to <http://wireless.fcc.gov/antenna>. Electronic filing is recommended. You may also file manually by submitting a paper copy of FCC Form 854. Use purpose code "NT" for notification of completion of construction; use purpose code "CA" to cancel your registration.

The Antenna Structure Registration is not an authorization to construct radio facilities or transmit radio signals. It is necessary that all radio equipment on this structure be covered by a valid FCC license or construction permit.

You must immediately provide a copy of this Registration to all tenant licensees and permittees sited on the structure described on this Registration (although not required, you may want to use Certified Mail to obtain proof of receipt), and *display* your Registration Number at the site. See reverse for important information about the Commission's Antenna Structure Registration rules.

GROUND LEASE

This Lease is made and entered into the 27th day of JUNE, 2007, by and between **Donald Roger Casada and Marilyn Casada, husband and wife, P.O. Box 434, Whitley City, KY 42653**, hereinafter referred to as "Lessor", and **Hemphill Corporation, an Oklahoma corporation, doing business as Hemphill Corporation, Attention: John R. Hemphill, 1350 N. Louisville, Tulsa, OK 74115**, ("Lessee").

In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Demise of Leasehold Parcel. Lessor hereby lets and demises unto Lessee, and Lessee hereby receives and accepts from Lessor, the following described Leasehold Parcel:

Approximate dimensions: 550' X 550'

Approximate acreage: 6.9

Location: _____

in McCreary County, State of Kentucky.

2. Grant of Easement Parcel(s). Unless the Leasehold Parcel is immediately adjacent to public rights-of-way for ingress, egress, and utilities, Lessor hereby grants to Lessee the following described Easement Parcel(s) appurtenant to the Leasehold Parcel:

Use: Access.

Width: 50'; Approximate length: 150'

between the Leasehold Parcel and the public road known as Liz Worley Circle Road over existing traveled ways where practical, and establishing a new route as necessary.

Use: Utilities.

Width: 50'; Approximate length: 150' (+600' along pubic road)

between the Leasehold Parcel and suitable utility company service connection points. Lessor agrees to make such direct grants of easement as the utility companies may require.

A complete legal description shall supersede the foregoing and be attached hereto and incorporated herein by reference as Exhibit "A".

3. Grant of Easement Rights. To effect the purposes of this Lease, Lessor hereby grants to Lessee the following Easement Rights: (a) the right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcels; (b) the right to improve an access road within the Access Easement Parcel; (c) the right to place utility lines and related infrastructure within the Utilities Easement Parcel; (d) the right to enter and temporarily rest upon Lessor's adjacent lands for the purposes of installing, repairing, replacing, and removing the Leasehold Improvements

(the "Improvements") and any other personal property of Lessee upon the Leasehold Parcel and improving the Easement Parcels, including the right to bring in and use all necessary tools and machinery; and (e) the right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access Easement Parcel. The Leasehold Parcel and Easement Parcels are collectively referred to herein as the "Premises".

4. Survey / Site Plan. Lessee may, at Lessee's expense, cause a survey, site plan, and/or legal description of the Premises to be prepared, to further delineate and identify the land underlying the Premises which shall be attached hereto and incorporated herein by reference as Exhibit A.

5. Use of the Premises / Adjacent Lands. Lessee shall be exclusively entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon a communications antenna tower (including aviation hazard lights when required), an access road, one or more equipment buildings, and a security fence, together with all necessary lines, anchors, connections, devices, and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and land line carriage. Lessor shall not, during the term of this Lease, enter into any other agreement causing construction of a communication antenna tower upon Lessor's adjacent lands.

6. Initial Term. The initial term of this lease is five years, commencing on the date both Lessor and Lessee have executed this Lease.

7. Option to Renew. Lessee shall have the option to renew this Lease for up to nine additional terms of five years each, upon a continuation of all the same provisions hereof, by giving written notice to Lessor of Lessee's exercise of this option at least sixty (60) days before the expiration of the term then present at the time of such notice.

8. Option to Terminate. Lessee shall have the unilateral right to terminate this Lease at any time by giving written notice to Lessor of Lessee's exercise of this option and paying Lessor the amount of \$ _____ as liquidated damages.

9. Rent. Lessee shall pay Rent to Lessor in the amount of \$ _____ per month, which shall be due when construction begins and then regularly thereafter on the first day of each calendar month. Lessor shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive rent on behalf of the Lessor.

10. Possession of Premises. Lessee shall not be entitled to take possession of the Premises and commence Work to construct the Improvements until Lessee makes the first payment of rent. Lessee shall, however, be permitted to enter upon the Premises to cause engineering studies to be made with respect thereto, including surveys, soil tests, radio wave propagation and field strength tests, and such other analyses and studies of the Premises as Lessee determines to be necessary or desirable without being deemed to have taken possession.

11. Utilities. Lessee shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Lessee's operations.

12. Property Taxes. Lessee shall be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against the improvements constructed by Lessee on the Leased Premises. Lessee shall reimburse Lessor for any increase in ad valorem real estate taxes levied against the Leased Premises which are directly attributable to the improvements constructed by Lessee on the Leased Premises and are not separately levied or assessed by the taxing authorities against Lessee or the improvements of Lessee; provided, however, as a condition precedent to payment of such taxes by Lessee, Lessor shall provide documentation to Lessee of such tax increase. Lessor shall pay all other ad valorem real property taxes levied against the Leased Premises on or before the date such taxes become delinquent. Lessee may, at Lessee's sole option, pay any delinquent taxes levied against Lessor's property and then (i) deduct any amount paid from future rents due, or (ii) collect said taxes from Lessor by any lawful means.

13. Repairs. Lessee shall be responsible for all repairs of the Improvements, and may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises.

14. Mutual Indemnification. Lessee shall indemnify and hold Lessor harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Lessee, or in any way resulting from Lessee's presence upon Lessor's lands. Lessor shall indemnify and hold Lessee harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Lessor. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.

15. Insurance. Lessee shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of not less than One Million Dollars covering Lessee's Work and operations upon Lessor's lands.

16. Monetary Default. Lessee shall be in default of this Lease if Lessee fails to make a payment of rent when due and such failure continues for fifteen (15) days after Lessor notifies Lessee in writing of such failure.

17. Opportunity to Cure Non-Monetary Defaults. If Lessor or Lessee fails to comply with any non-monetary provision of this Lease which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of 30 days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional 30 days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

18. Assignment of Lease by Lessee. This Lease and the Premises hereunder shall be freely assignable by the Lessee to any other party without the necessity of obtaining Lessor's

consent. Lessee's right to effect an outright transfer of the Premises, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Lessee shall notify Lessor in writing of the name and address of any assignee or collateral assignee.

19. Subleasing. Lessee shall have the unreserved and unqualified right to sublet tower, building, and ground space upon the Premises to subtenants without the necessity of obtaining Lessor's consent.

20. Execution of Other Instruments. Lessor agrees to execute, acknowledge, and deliver to Lessee other instruments respecting the Premises, as Lessee or Lessee's lender may reasonably request from time to time; provided that any such instruments are in furtherance of, and do not substantially expand, Lessee's rights and privileges herein established. Lessor also agrees to reasonably cooperate with Lessee's efforts to obtain all private and public consents related to Lessee's use of the Premises, as long as Lessor is not expected to bear the financial burden of any such efforts.

21. Removal of Improvements. The Improvements are agreed to be Lessee's personal property and shall never be considered fixtures to the real estate. Lessee shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration or earlier termination of this Lease, Lessee shall, if requested by Lessor and at Lessee's expense, remove any above ground Improvements from the Premises. If Lessor does not notify Lessee that Lessee must remove such Improvements, then Lessee shall have the option of either removing or abandoning such Improvements, and in any event Lessee shall be entitled to abandon all footings, foundations, and other below-ground Improvements in place.

22. Conditions Precedent. This Lease and Lessee's obligations hereunder, including the obligations to pay rent or liquidated damages, are expressly conditioned upon and subject to the following:

a. Lessee must receive all necessary local, state, and federal governmental approvals relating to Lessee's intended use of the Premises;

b. Lessee's technical reports must establish to Lessee's exclusive satisfaction that the Premises are capable of being suitably engineered to accomplish Lessee's intended use of the Premises;

c. Lessee's title insurer must determine that Lessor owns good and clear marketable title to the land underlying the Premises, and that such title is free from encumbrances and restrictions which would interfere with Lessee's intended use of the Premises or would impair Lessee's ability to pledge the leasehold estate as collateral to secure debt financing; and

d. Written objections, if any, by local community residents must be resolved to the exclusive satisfaction of Lessee to ensure popular support of Lessee's operations.

23. Abatement of Rent Pending Conditions. Lessee shall have no obligation to pay rent until all the Conditions Precedent have been satisfied or waived, and rent which would otherwise be due for the intervening time pending satisfaction of the Conditions Precedent is hereby excused and forgiven.

24. Quiet Enjoyment. Lessor covenants that Lessee shall have quiet and peaceable possession of the Premises throughout the Lease term as the same may be extended, and that Lessor will not intentionally disturb Lessee's enjoyment thereof as long as Lessee is not in default under this Lease.

25. Environmental Warranty. Lessor hereby represents and warrants to Lessee that Lessor has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Leasehold Parcel, and that Lessor has no knowledge of such uses historically having been made of the Leasehold Parcel or such substances historically having been introduced thereon.

26. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

27. Entire Agreement. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

28. Modifications. This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

29. Attorney's fees. In any action on this Lease, at law or in equity, the prevailing party shall be entitled to recover the reasonable costs of its successful case, including reasonable attorney's fees and costs of appeal.

30. Subordination. Lessee agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided such mortgagee or trustee thereunder shall ensure to Lessee the right to possession of the Premises and other rights granted to Lessee herein so long as Lessee is not in default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to Lessee. If requested by Lessee, Lessor agrees to use Lessor's best efforts to assist Lessee in obtaining from any holder of a security interest in the land underlying the Premises a non-disturbance agreement in form reasonably satisfactory to Lessee.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the day and year first above written.

LESSOR: Donald Roger Casada and
Marilyn Casada, husband and wife

LESSEE: Hemphill Corporation
an Oklahoma corporation

By: Donald Roger Casada
(Husband)

By: John R. Hemphill
John R. Hemphill
President
Hemphill Corporation

Date: 6/19/07

Date: 6/27/07

Social Security No.: 

By: Marilyn Casada
(Wife)

Date: 6/19/07

Social Security No.: 

(Joint Tenant)

STATE OF Ky)
COUNTY OF McCreary)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that **Donald Roger Casada**, known to me to be the same persons whose name are subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that he signed the said Lease as their free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 19th day of June, 2007.

Pauline Turner
Notary Public

My commission expires 12/30/08

STATE OF Ky)
COUNTY OF McCreary)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that **Marilyn Casada**, known to me to be the same persons whose name are subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that she signed the said Lease as their free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 19th day of June, 2007.

Pauline Turner
Notary Public

My commission expires 12/30/08

STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that **John R. Hemphill, President for Hemphill Corporation**, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Lessee corporation, for the uses and purposes therein stated.

Given under my hand and seal this 27th day of JUNE, 2007.



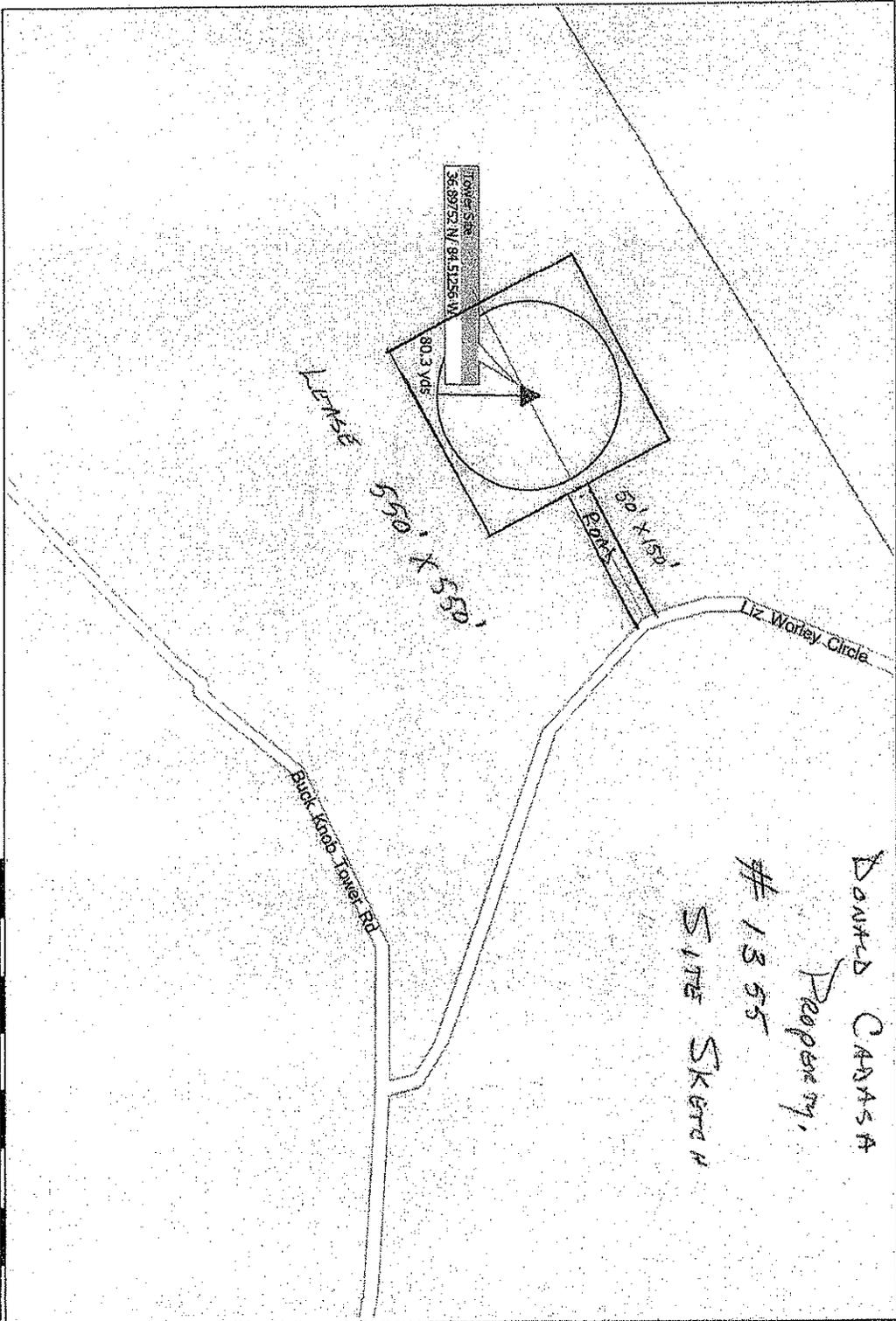
Notary Public

My commission expires _____

SHERRY J. McFEE Notary Public - State of Oklahoma TULSA COUNTY My Commission Expires Dec. 01, 2007 Commission No. 99018384

(Joint Tenant)

Exhibit A



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Greenwood Site Directions

Depart SR-876, Richmond, KY on SR-876 [Barnes Hill Road] (West) for 153 yards.

Take Ramp (LEFT) onto I-75 for 25.0 miles towards I-75 / Knoxville.

At exit 62 turn RIGHT onto Ramp for 0.3 mile towards US-25 / KY-461 / Renfro Valley / Mt. Vernon.

Keep RIGHT to stay on Ramp for 87 yards towards Mt. Vernon / KY -461.

Bear RIGHT (South) onto US-25 for 0.7 mile. Bear LEFT (South) onto SR-461 for 18.0 miles.

Turn RIGHT (West) onto SR-80 [Russell S. Dyche Memorial Hwy.] for 6.5 miles.

Road name changes to SR-80 Byp. [Russell S. Dyche Memorial Hwy] for 2.3 miles.

Turn LEFT (South) onto US-27 for 16.3 miles.

Turn RIGHT (South-West) onto Old Hwy 27 Loop I for 0.7 mile.

Road name changes to Liz Worley Circle [Old US Hwy 27 Loop No. 3 Rd.] for 0.1 mile.

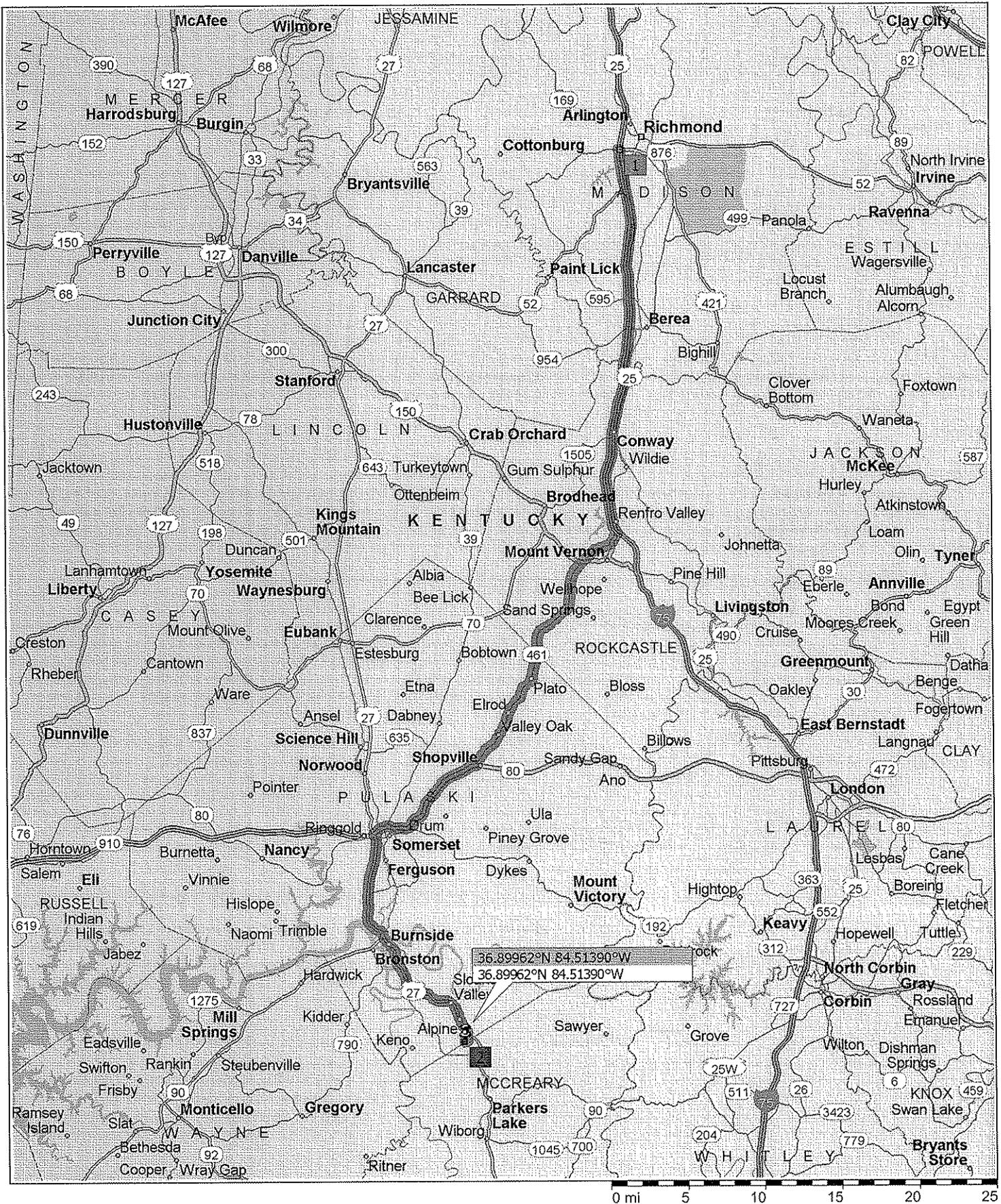
Turn RIGHT (West) onto Local road(s) for 0.2 mile to the site.

Prepared by:

Hemphill Corporation
Attn: Sherry McFee
1350 N. Louisville Ave.
Tulsa, OK 74115 (918) 834-2200

SR-876, Richmond, KY 40475 to 36.89962°N 84.51390°W

70.2 miles; 1 hour, 30 minutes



**LIST OF PROPERTY OWNERS
GREENWOOD**

- 1. Daniel Boone National Forest
Attn: Land Staff
1700 Bypass Road
Winchester, KY 40391**

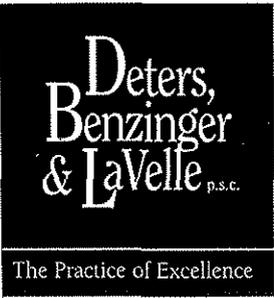
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Street, Apt. No.,
or PO Box No. Courthouse, 100 N. Main
City, State, ZIP+4 Somerset Ky 42501

January 15, 2008

PS Form 3800, June 2002 See Reverse for Instructions

Mr. Barty Bullock
Courthouse
100 N. Main Street
Somerset, KY 42501

Re: Kentucky Public Service commission
Greenwood
Docket No. 2008-00018

Dear Mr. Bullock:

Bluegrass Wireless, LLC dba Bluegrass Cellular and Hemphill Corporation have applied to the Kentucky Public Service Commission for a Certificate of Public Convenience and Necessity to construct and operate communications telecommunications services. The facility will include a 340 foot guyed tower for multiple wireless carriers to be located at Whitley City, Pulaski County. A map showing the location of the proposed new facility is enclosed.

The Kentucky Public Service Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter.

Your comments or request for intervention, if any, should be addressed to: Executive Director, Kentucky Public Service Commission, 211 Sower Blvd., P.O. Box 615, Frankfort, Kentucky 40602-0615. Please refer to Docket No. 2008-00018 in your correspondence.

Very truly yours,

Patrick R. Hughes
Counsel for Hemphill Corporation
207 Thomas More Parkway
Crestview Hills, KY 41017
(859) 341-1881

ATTORNEYS AT LAW

7004 1350 0002 4260 5555

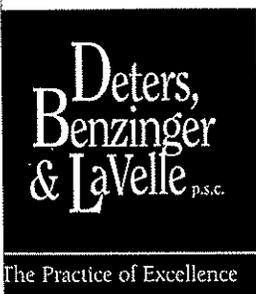
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Sent To Daniel Boone Nat'l Forest
 Street, Apt. No.;
 or PO Box No. 1700 Bypass Rd.
 City, State, ZIP+4 Winchester, Ky 40391

PS Form 3800, June 2002 See Reverse for Instructions

January 15, 2008

Daniel Boone National Forest
 Attn: Land Staff
 1700 Bypass Road
 Winchester, KY 40391

Re: Kentucky Public Service commission
 Greenwood
 Docket No. 2008-00018

Dear Sir/Madam:

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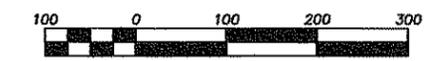
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Very truly yours,

Patrick R. Hughes
 Counsel for Hemphill Corporation
 207 Thomas More Parkway
 Crestview Hills, KY 41017
 (859) 341-1881

ATTORNEYS AT LAW

KY SPC (SINGLE ZONE) GRID NORTH



Scale 1" = 200'
GRAPHIC SCALE

U. S. FOREST SERVICE PROPERTY
(TRACT NO. 1365)
TAX PARCEL 097-00-00-000.00, PULASKI COUNTY

DONALD ROGER CASADA & MARILYN CASADA
TAX PARCEL 097-00-00-000.00
(PULASKI COUNTY)

HEMPHILL'S 50' WIDE JOINT
INGRESS / EGRESS & PUBLIC
UTILITY ACCESS EASEMENT

HEMPHILL'S TOWER SITE LEASEHOLD AREA

DONALD ROGER CASADA & MARILYN CASADA
TAX PARCEL 081-00-00-002.00
(McCREARY COUNTY)

TAX PARCEL 081-00-00-002.00, McCREARY COUNTY

- LEGENDS:**
- IRON PIN SET THIS SURVEY
 - IRON PIN FOUND
 - - - - - RIGHT-OF-WAY/PROPERTY LINE
 - - - - - PROPERTY BOUNDARY
 - - - - - INDEX CONTOURS
 - 560 1' INTERVAL
 - OHE & T OVERHEAD ELECTRIC & TELEPHONE LINES
 - OHE OVERHEAD ELECTRIC
 - UGE UNDERGROUND ELECTRIC

U. S. FOREST SERVICE PROPERTY
(TRACT NO. 1365)
TAX PARCEL 097-00-00-000.00, PULASKI COUNTY



GENERAL NOTES:

1. THIS PROPERTY PLAN DOES NOT REPRESENT A BOUNDARY SURVEY OF THE UNDERLYING LANDOWNER'S PROPERTY. PREPARATION OF A BOUNDARY SURVEY IS NOT A REQUIREMENT UNDER THE CURRENT "SCOPE OF SERVICES" REQUESTED BY HEMPHILL CORPORATION.
2. U.S. PARK SERVICE - STEARN RANGER DISTRICT'S ADDRESS
DANIEL BOONE NATIONAL FOREST
WHITLEY CITY, KY 42653

REVISIONS:

PROJECT NO: 27.154.20
 SEPTEMBER 11, 2007
 DRAWN BY: L.E.F.
 CHECKED BY: F.V.M.

SHARONDALE SURVEYING INC.
 4205 HILLSBORO PIKE
 HOBBS BUILDING SUITE 301
 (719) 292-0435 37215
 FAX (719) 292-7870
 EMAIL: shondale@bellsouth.net

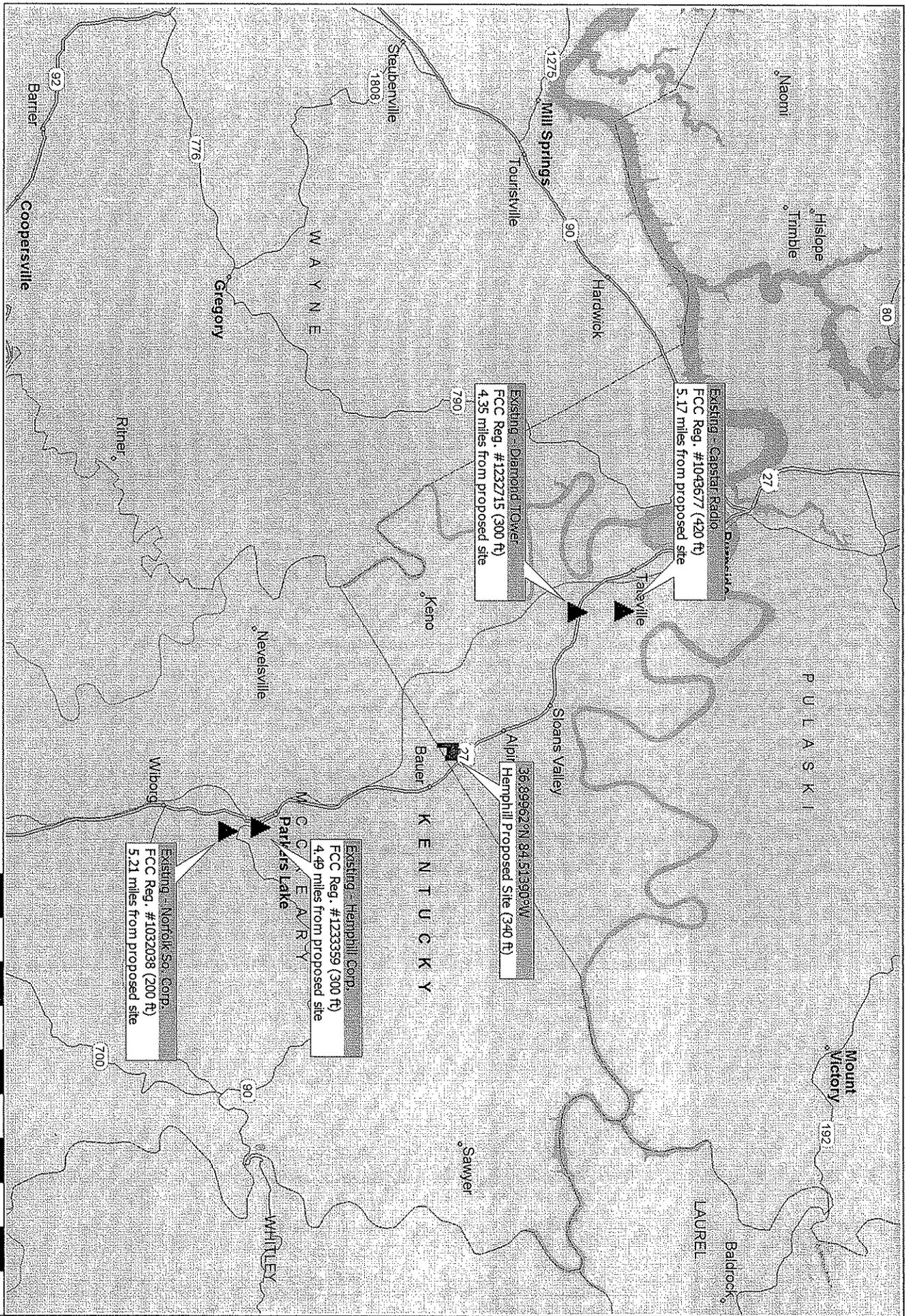
HEMPHILL CORPORATION SITE SURVEY: KENTUCKY
 "GREENVILLE" TOWER SITE
 LOCATED IN: McCREARY COUNTY, KENTUCKY
 LOCAL PROPERTY OWNERSHIP PLAN
 PREPARED FOR HEMPHILL CORPORATION
 HEMPHILL CORPORATION SITE NO.: 1355

SHEET NUMBER:
 1 OF 1

PROJECT NUMBER:
 J.N. 27.154.20



1355 Near Towers





Pursuant to 807 KAR 5:063 §1(1)(s), Bluegrass Wireless has considered the likely effects of the installation on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate service to the area can be provided, and that there is no reasonably available opportunity to co-locate. *Bluegrass Wireless* has attempted to co-locate on towers designed to host multiple wireless service providers' facilities or existing structures, such as a telecommunications tower, or another suitable structure capable of supporting the utility's facilities.

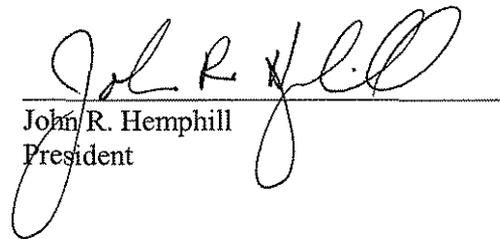


1350 North Louisville
Tulsa, OK 74115

OFF: 918-834-2200
FAX: 918-836-6918

Written Statement

If for any reason, the telecommunication facility is abandoned for a period of 180 days, then Hemphill Corporation shall be responsible for removing all improvements associated with the telecommunication facility.



John R. Hemphill
President