

RECEIVED

OCT 08 2008

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

**PUBLIC SERVICE
COMMISSION**

In the Matter of:

APPLICATION OF NEW CINGULAR WIRELESS PCS, LLC)
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY TO CONSTRUCT)
A WIRELESS COMMUNICATIONS FACILITY AT)CASE: 2008-00388
6600 INDIAN MOUND DRIVE, MT. STERLING,)
MONTGOMERY COUNTY, KENTUCKY, 40353)

SITE NAME: EDWINGTON (252G0173)

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

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

1. The complete name and address of the Applicant is: New Cingular Wireless PCS, LLC, a Delaware limited liability company having a local address of 601 West Chestnut Street, Louisville, Kentucky 40203.

2. Applicant is a Delaware limited liability company and a copy of its Delaware Certificate of Formation and Certificate of Amendment are attached as **Exhibit A**. A copy of the Certificate of Authorization to transact business in the Commonwealth of Kentucky is also included as **Exhibit A**.

3. Applicant proposes construction of an antenna tower in Montgomery County, Kentucky, which is outside the jurisdiction of a planning commission and Applicant submits the Application to the PSC for a CPCN pursuant to KRS §§ 278.020(1), 278.650, and 278.665.

4. The public convenience and necessity require the construction of the proposed WCF. The construction of the WCF will bring or improve the Applicant's services to an area currently not served or not adequately served by the Applicant by enhancing coverage and/or capacity and thereby increasing the public's access to wireless telecommunication services. The WCF is an integral link in the Applicant's network design that must be in place to provide adequate coverage to the service area.

5. To address the above-described service needs, Applicant proposes to construct a WCF at 6600 Indian Mound Drive, Mt. Sterling, Kentucky 40353 (38° 03' 48.10" North Latitude, 83° 55' 02.96" West Longitude (NAD 83)), in an area entirely within Montgomery County. The property in which the WCF will be located is currently owned by Harold & Gail Wright, pursuant to that Deed of record in Deed Book 194, Page 581 in the Office of the Montgomery County Clerk. The proposed WCF will consist of a 250 foot self-support tower with an approximately 6-foot tall lightning arrestor attached to the top of the tower for a total height of 256 feet. The WCF will also include concrete foundations to accommodate the placement of a prefabricated equipment shelter. The WCF compound will be fenced and all access gates(s) will be secured. A detailed site development plan and survey, signed and sealed by a professional land surveyor registered in Kentucky is attached as **Exhibit B**.

6. A detailed description of the manner in which the WCF will be constructed is included in the site plan and a vertical tower profile signed and sealed by a professional engineer registered in Kentucky is attached as **Exhibit C**. Foundation design plans and a description of the standards according to which the tower was designed which have been signed and sealed by a professional engineer registered in Kentucky are attached as **Exhibit D**.

7. A list of public utilities, corporations, and or persons with whom the proposed WCF is likely to compete with is attached as **Exhibit E**. Three maps of suitable scale showing the location of the proposed WCF as well as the location of any like facilities owned by others located anywhere within the map area are also included in **Exhibit E**.

8. The Federal Aviation Administration Determination of No Hazard to Air Navigation is attached as **Exhibit F**. The Kentucky Airport Zoning Commission Application for Permit to Construct or Alter a Structure was filed by the Applicant on September 2, 2008 and is also attached as **Exhibit F**. Approval from the KAZC will be forwarded once received.

9. The WCF has been registered with the Federal Communications Commission pursuant to applicable federal requirements. A copy of the registration is attached as **Exhibit G**. Appropriate FCC required signage will be posted on the site.

10. A geotechnical engineering report will be completed at the WCF site by a professional engineer registered in Kentucky and will be forwarded once complete. (delay has been necessary due to desire to limit impact on surrounding vegetation)

11. Based on the review of Federal Emergency Management Agency Flood Insurance Rate Maps, the licensed, professional land surveyor has noted in **Exhibit B** that the Flood Insurance Rate Map (FIRM) No. 2100330005 B dated August 1, 1980 indicates that the proposed WCF is not located within any flood hazard area.

12. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced. Project Manager for the site is Will Jacobs, of Nsoro.

13. Clear directions to the proposed WCF site from the county seat are attached as **Exhibit H**, including the name and telephone number of the preparer. A copy of the lease for the property on which the tower is proposed to be located is also attached as **Exhibit H**.

14. Applicant has notified every person of the proposed construction who, according to the records of the Montgomery County Property Valuation Administrator, owns property which is within 500 feet of the proposed tower or is contiguous to the site property, by certified mail, return receipt requested. Applicant included in said notices the docket number under which the Application will be processed and informed each person of his or her right to request intervention. A list of the property owners who received notices is attached as **Exhibit I**. Copies of the certified letters sent to the referenced property owners are attached as **Exhibit I**.

15. Applicant has notified the Montgomery County Judge Executive and the appropriate Montgomery County Commissioner by certified mail, return receipt requested, of the proposed construction. The notices included the docket number under which the Application will be processed and informed each person of his right to request intervention. Copies of the notices are attached as **Exhibit J**.

16. Pursuant to 807 KAR 5:063, Applicant affirms that two notice signs measuring at least two feet by four feet in size with all required language in letters of required height have been posted in a visible location on the proposed site and on the nearest road. Copies of the signs are attached as **Exhibit K**. Such signs shall remain posted for at least two weeks after filing the Application. Notice of the proposed construction has been posted in a newspaper of general circulation in the county in which the construction is proposed (Mt. Sterling Advocate).

17. The site of the proposed WCF is located in a mixed commercial/residential area near Mt. Sterling, Kentucky.

18. Applicant has considered the likely effects of the proposed construction on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate service to the area can be provided. Applicant carefully evaluated locations within the search area for co-location opportunities and found no suitable towers or other existing structures that met the requirements necessary in providing adequate service to the area. Applicant has attempted to co-locate on towers deigned to host multiple wireless service providers' facilities or existing structures, such as a telecommunications tower or another suitable structure capable of supporting the utility's facilities.

19. A map of the area in which the proposed WCF is located, that is drawn to scale and that clearly depicts the search area in which a site should, pursuant to radio frequency requirements, be located is attached as **Exhibit L**. A map that is drawn to scale, that shows the location of all existing antenna towers and general position of proposed construction sites for new antenna towers is attached as **Exhibit E**.

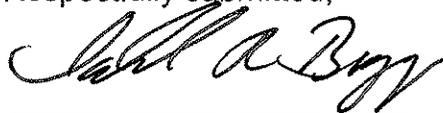
20. No reasonably available telecommunications tower, or other suitable structure capable of supporting the Applicant's facilities which would provide adequate service to the area exists.

21. Correspondence and communication with regard to this Application should be directed to:

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

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

Respectfully submitted,



Todd R. Briggs
Briggs Law Office, PSC
17300 Polo Fields Lane
Louisville, KY 40245
Telephone 502-254-9756
Counsel for New Cingular Wireless PCS, LLC

LIST OF EXHIBITS

Exhibit A	Certificate of Authorization
Exhibit B	Site Development Plan and Survey
Exhibit C	Vertical Tower Profile and Construction Plans
Exhibit D	Foundation Design and Geotechnical Report
Exhibit E	Competing Utilities List and Map of Like Facilities
Exhibit F	FAA Determination of No Hazard KAZC Application
Exhibit G	FCC License Documentation
Exhibit H	Directions to Site and Copy of Lease Agreement
Exhibit I	Notification Listing and Copy of Property Owner Notifications
Exhibit J	Copy of County Judge Executive/Commissioner Notices
Exhibit K	Copy of Posted Notices
Exhibit L	Map of Search Area
Exhibit M	Miscellaneous

EXHIBIT A

Commonwealth of Kentucky
Trey Grayson, Secretary of State

7/22/2008

Division of Corporations
Business Filings

P. O. Box 718
Frankfort, KY 40602
(502) 564-2848
<http://www.sos.ky.gov>

Certificate of Authorization

Authentication Number: 67612

Jurisdiction: Kentucky

Visit <http://apps.sos.ky.gov/business/obdb/certvalidate.aspx> to authenticate this certificate.

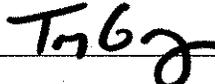
I, Trey Grayson, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,
NEW CINGULAR WIRELESS PCS, LLC

, a limited liability company organized under the laws of the state of Delaware, is authorized to transact business in the Commonwealth of Kentucky and received the authority to transact business in Kentucky on October 14, 1999.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that an application for certificate of withdrawal has not been filed; and that the most recent annual report required by KRS 275.190 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 22nd day of July, 2008.




Trey Grayson
Secretary of State
Commonwealth of Kentucky
67612/0481848

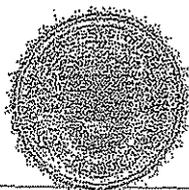
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "AT&T WIRELESS PCS, LLC", CHANGING ITS NAME FROM "AT&T WIRELESS PCS, LLC" TO "NEW CINGULAR WIRELESS PCS, LLC", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF OCTOBER, A.D. 2004, AT 11:07 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE TWENTY-SIXTH DAY OF OCTOBER, A.D. 2004, AT 7:30 O'CLOCK P.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3434823

2445544 8100

040770586

DATE: 10-26-04

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:20 AM 10/26/2004
FILED 11:07 AM 10/26/2004
SRV 040770586 - 2445544 FILE

CERTIFICATE OF AMENDMENT
TO THE CERTIFICATE OF FORMATION
OF
AT&T WIRELESS PCS, LLC

1. The name of the limited liability company is AT&T Wireless PCS, LLC (the "Company").
2. The Certificate of Formation of the Company is amended by deleting the first paragraph in its entirety and replacing it with a new first paragraph to read as follows:

"FIRST: The name of the limited liability company is New Cingular Wireless PCS, LLC."
3. The Certificate of Amendment shall be effective at 7:30 p.m. EDT on October 26, 2004.

[Signature on following page]

IN WITNESS WHEREOF, AT&T Wireless PCS, LLC has caused this Certificate of Amendment to be executed by its duly authorized Manager this 21st day of October, 2004.

AT&T WIRELESS PCS, LLC

By: Cingular Wireless LLC, its Manager

By: 
Name: Joanne Todaro
Title: Assistant Secretary

STATE OF DELAWARE
SECRETARY OF STATE: DT FAX 425 828 1900
DIVISION OF CORPORATIONS
FILED 04:30 PM 09/07/1999
991373168 - 2445544

AT&T LEGAL

003

STATE OF DELAWARE
CERTIFICATE OF FORMATION OF
AT&T WIRELESS PCS, LLC

The undersigned authorized person hereby executes the following Certificate of Formation for the purpose of forming a limited liability company under the Delaware Limited Liability Company Act.

FIRST: The name of the limited liability company is AT&T Wireless PCS, LLC.

SECOND: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

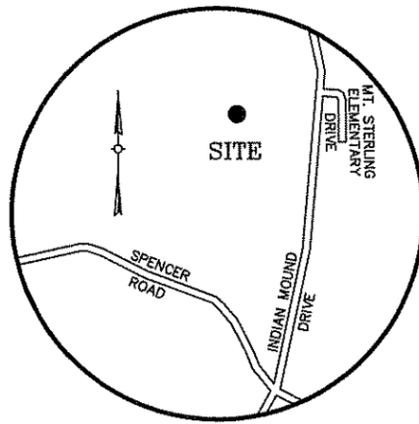
DATED this 7 day of September, 1999.

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



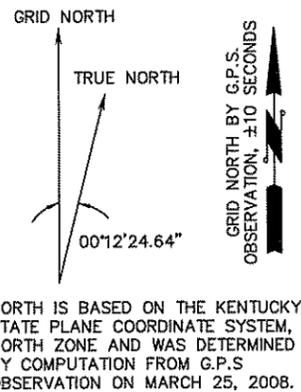
Mark U. Thomas, Vice President

EXHIBIT B

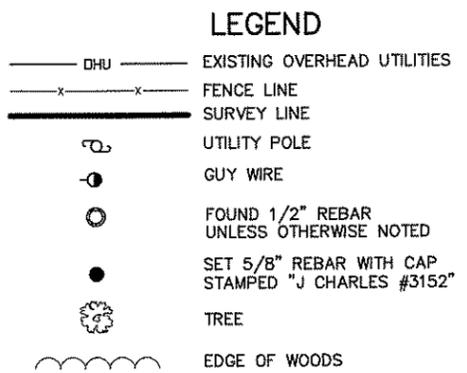


LOCATION MAP

MT. STERLING, MONTGOMERY CO., KY
NOT TO SCALE



NORTH IS BASED ON THE KENTUCKY STATE PLANE COORDINATE SYSTEM, NORTH ZONE AND WAS DETERMINED BY COMPUTATION FROM G.P.S. OBSERVATION ON MARCH 25, 2008.



LEGEND

LEGAL DESCRIPTION

THIS IS THE DESCRIPTION FOR AT&T, FOR AN AREA TO BE LEASED FROM A TRACT OF LAND CONVEYED TO HAROLD & GAIL WRIGHT BY DEED OF RECORD IN DEED BOOK 194, PAGE 581 IN THE OFFICE OF THE COUNTY CLERK OF MONTGOMERY COUNTY, KENTUCKY AND FURTHER DESCRIBED AS FOLLOWS:

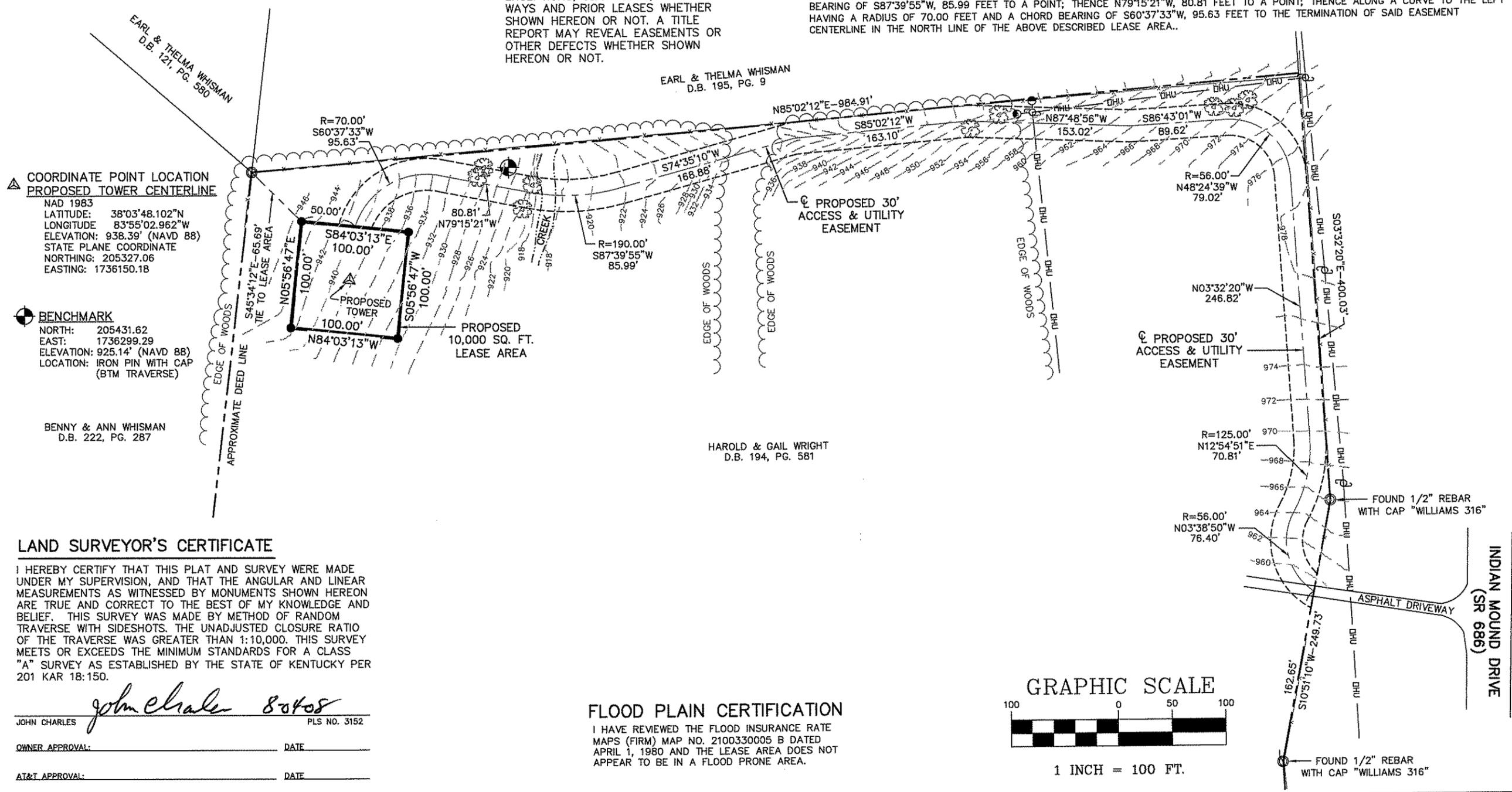
DESCRIPTION OF PROPOSED LEASE AREA

NOTE: ALL BEARINGS AND DISTANCES ARE BASED ON KENTUCKY STATE PLANE COORDINATE SYSTEM NORTH ZONE
BEGINNING AT A FOUND 1/2" REBAR AT THE NORTHWEST PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO HAROLD & GAIL WRIGHT BY DEED OF RECORD IN DEED BOOK 194, PAGE 581 IN THE OFFICE OF THE COUNTY CLERK OF MONTGOMERY COUNTY, KENTUCKY; THENCE S45°34'12"E, 65.69 FEET TO A SET #5 REBAR WITH CAP STAMPED "J CHARLES #3152", HEREAFTER REFERRED TO AS A SET REBAR, AT THE TRUE POINT OF BEGINNING; THENCE WITH THE PROPOSED LEASE AREA THE NEXT FOUR CALLS, S84°03'13"E, 100.00 FEET TO A SET REBAR; THENCE S05°56'47"W, 100.00 FEET TO A SET REBAR; THENCE N84°03'13"W, 100.00 FEET TO A SET REBAR; THENCE N05°56'47"E, 100.00 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 10,000 SQUARE FEET.

ALSO, THE RIGHT TO USE FOR INGRESS, EGRESS & UTILITIES FOR THE ABOVE DESCRIBED LEASE AREA, A 30 FOOT WIDE EASEMENT THE CENTERLINE DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND 1/2" REBAR WITH CAP STAMPED "WILLIAMS 316" IN THE EAST PROPERTY LINE OF A TRACT OF LAND CONVEYED TO HAROLD & GAIL WRIGHT BY DEED OF RECORD IN DEED BOOK 194, PAGE 581 IN THE OFFICE OF THE COUNTY CLERK OF MONTGOMERY COUNTY, KENTUCKY; THENCE S10°51'10"W, 87.08 FEET TO THE TRUE POINT OF BEGINNING; THENCE WITH SAID EASEMENT CENTERLINE THE FOLLOWING ELEVEN CALLS, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 56.00 FEET AND A CHORD BEARING OF N03°38'50"W, 76.40 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET AND A CHORD BEARING OF N12°54'51"E, 70.81 FEET TO A POINT; THENCE N03°32'20"W, 246.82 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 56.00 FEET AND A CHORD BEARING OF N48°24'39"W, 79.02 FEET TO A POINT; THENCE S86°43'01"W, 89.62 FEET TO A POINT; THENCE N87°48'56"W, 153.02 FEET TO A POINT; THENCE S85°02'12"W, 163.10 FEET TO A POINT; THENCE S74°35'10"W, 168.88 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 190.00 FEET AND A CHORD BEARING OF S87°39'55"W, 85.99 FEET TO A POINT; THENCE N79°15'21"W, 80.81 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 70.00 FEET AND A CHORD BEARING OF S60°37'33"W, 95.63 FEET TO THE TERMINATION OF SAID EASEMENT CENTERLINE IN THE NORTH LINE OF THE ABOVE DESCRIBED LEASE AREA..

NOTE

1. THIS SURVEY IS SUBJECT TO ALL EXISTING EASEMENTS, RESTRICTIONS, EXCEPTIONS, SERVITUDES, RIGHT OF WAYS AND PRIOR LEASES WHETHER SHOWN HEREON OR NOT. A TITLE REPORT MAY REVEAL EASEMENTS OR OTHER DEFECTS WHETHER SHOWN HEREON OR NOT.



COORDINATE POINT LOCATION PROPOSED TOWER CENTERLINE

NAD 1983
LATITUDE: 38°03'48.102"N
LONGITUDE: 83°55'02.962"W
ELEVATION: 938.39' (NAVD 88)
STATE PLANE COORDINATE
NORTHING: 205327.06
EASTING: 1736150.18

BENCHMARK

NORTH: 205431.62
EAST: 1736299.29
ELEVATION: 925.14' (NAVD 88)
LOCATION: IRON PIN WITH CAP (BTM TRAVERSE)

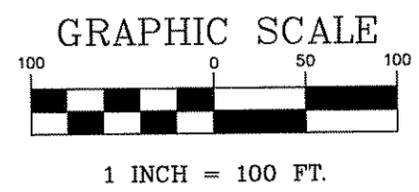
LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT AND SURVEY WERE MADE UNDER MY SUPERVISION, AND THAT THE ANGULAR AND LINEAR MEASUREMENTS AS WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS MADE BY METHOD OF RANDOM TRAVERSE WITH SIDESHOTS. THE UNADJUSTED CLOSURE RATIO OF THE TRAVERSE WAS GREATER THAN 1:10,000. THIS SURVEY MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR A CLASS "A" SURVEY AS ESTABLISHED BY THE STATE OF KENTUCKY PER 201 KAR 18:150.

John Charles
JOHN CHARLES PLS NO. 3152
OWNER APPROVAL: _____ DATE _____
AT&T APPROVAL: _____ DATE _____

FLOOD PLAIN CERTIFICATION

I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 2100330005 B DATED APRIL 1, 1980 AND THE LEASE AREA DOES NOT APPEAR TO BE IN A FLOOD PRONE AREA.



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

STATE OF KENTUCKY
JOHN CHARLES
3152
LICENSED PROFESSIONAL LAND SURVEYOR

SITE NAME: EDWINGTON
SITE I.D.: 252G0173
SITE ADDRESS: 6600 INDIAN MOUND DRIVE, MT. STERLING, MONTGOMERY CO., KY 40353
LEASE AREA: 10,000 SQ. FT.
PROPERTY OWNER: HAROLD & GAIL WRIGHT, 6600 INDIAN MOUND DRIVE, MT. STERLING, KY 40353
TAX MAP NUMBER: 31
PARCEL NUMBER: 48
SOURCE OF TITLE: DEED BOOK 194, PAGE 581
LATITUDE: 38° 03' 48.102"N
LONGITUDE: 83° 55' 02.962"W

NO.	REVISION/ISSUE	DATE
1	UPDATE C1 SHEET	7/25/08

TITLE: SURVEY
SHEET: C-2

SITE PLAN NOTES

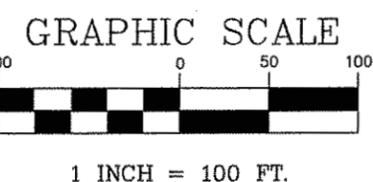
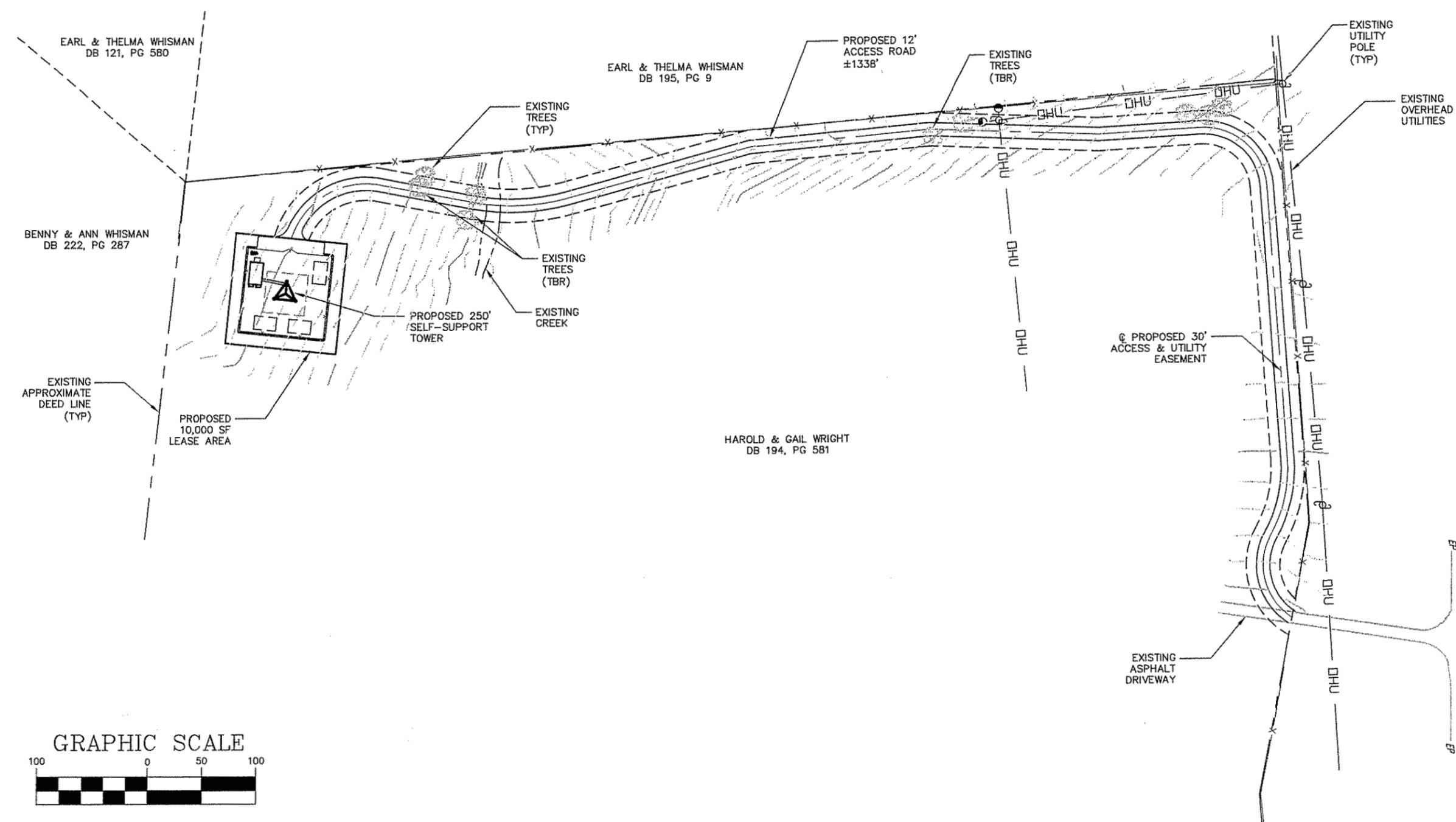
1. THE PROPOSED DEVELOPMENT IS FOR A 250 FOOT SELF-SUPPORT TOWER AND MULTIPLE EQUIPMENT LOCATIONS. ITS LOCATION IS 6600 INDIAN MOUND DR, MT STERLING, KY 40353.
2. THE TOWER WILL BE ACCESSED BY A PROPOSED STABILIZED DRIVE FROM AN EXISTING ASPHALT ROADWAY (INDIAN MOUND DR) WHICH IS A PUBLIC RIGHT OF WAY. WATER, SANITARY SEWER, AND WASTE COLLECTIONS SERVICES ARE NOT REQUIRED FOR THE PROPOSED DEVELOPMENT.
3. CENTERLINE OF PROPOSED TOWER GEOGRAPHIC LOCATIONS:
 LATITUDE: 38° 03' 48.102"N 205327.06 N
 LONGITUDE: 83° 55' 02.962"W 1736150.18 E
4. REMOVE ALL VEGETATION, CLEAN AND GRUBB LEASE AREA (WHERE REQUIRED).
5. FINISH GRADING TO PROVIDE EFFECTIVE DRAINAGE WITH A SLOPE OF NO LESS THAN ONE EIGHTH INCH (1/8") PER FOOT FLOWING AWAY FROM EQUIPMENT FOR A MINIMUM DISTANCE OF SIX FEET (6') IN ALL DIRECTIONS.
6. LOCATE ALL U.G. UTILITIES PRIOR TO ANY CONSTRUCTION.
7. COMPOUND FINISHED SURFACE TO BE FENCED

LEGEND

- EXISTING OVERHEAD ELECTRIC
- EXISTING OVERHEAD TELEPHONE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND TELEPHONE
- UE — PROPOSED UNDERGROUND ELECTRIC
- UT — PROPOSED UNDERGROUND TELEPHONE
- FENCE LINE
- POWER POLE
- TELEPHONE PEDESTAL
- WATER VALVES
- FIRE HYDRANTS
- BOLLARDS

UNDERGROUND UTILITIES

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



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

STATE OF KENTUCKY
 WOODROW W. MARCUM, JR.
 13602
 PROPOSED ENGINEER

SITE NAME: EDWINGTON

SITE ID NUMBER: 252G0173

SITE ADDRESS: 6600 INDIAN MOUND DR
 MT STERLING, KY 40353

LATITUDE: 38° 03' 48.102"N
 LONGITUDE: 83° 55' 02.962"W

TAX MAP NUMBER: 31

PARCEL NUMBER: 48

SOURCE OF TITLE:
 DEED BOOK 194, PAGE 581

PROPERTY OWNER:
 HAROLD & GAIL WRIGHT
 6600 INDIAN MOUND DR
 MT STERLING, KY 40353

NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	07/01/08
2	REISSUE FOR COMMENT	07/21/08
3	ISSUE FOR ZONING	09/09/08

TITLE: **OVERALL SITE LAYOUT**

SHEET: **Z-2**

SITE PLAN NOTES

1. THE PROPOSED DEVELOPMENT IS FOR A 250 FOOT SELF-SUPPORT TOWER AND MULTIPLE EQUIPMENT LOCATIONS. ITS LOCATION IS 6600 INDIAN MOUND DR, MT STERLING, KY 40353.
2. THE TOWER WILL BE ACCESSED BY A PROPOSED STABILIZED DRIVE FROM AN EXISTING ASPHALT ROADWAY (INDIAN MOUND DR) WHICH IS A PUBLIC RIGHT OF WAY. WATER, SANITARY SEWER, AND WASTE COLLECTIONS SERVICES ARE NOT REQUIRED FOR THE PROPOSED DEVELOPMENT.
3. CENTERLINE OF PROPOSED TOWER GEOGRAPHIC LOCATIONS:
 LATITUDE: 38° 03' 48.102"N 205327.06 N
 LONGITUDE: 83° 55' 02.962"W 1736150.18 E
4. REMOVE ALL VEGETATION, CLEAN AND GRUBB LEASE AREA (WHERE REQUIRED).
5. FINISH GRADING TO PROVIDE EFFECTIVE DRAINAGE WITH A SLOPE OF NO LESS THAN ONE EIGHTH INCH (1/8") PER FOOT FLOWING AWAY FROM EQUIPMENT FOR A MINIMUM DISTANCE OF SIX FEET (6') IN ALL DIRECTIONS.
6. LOCATE ALL U.G. UTILITIES PRIOR TO ANY CONSTRUCTION.
7. COMPOUND FINISHED SURFACE TO BE FENCED

UNDERGROUND UTILITIES

CALL 2 WORKING DAYS

BEFORE YOU DIG

INDIANA 1-800-382-5544

KENTUCKY 1-800-752-6007

OR DIAL 811

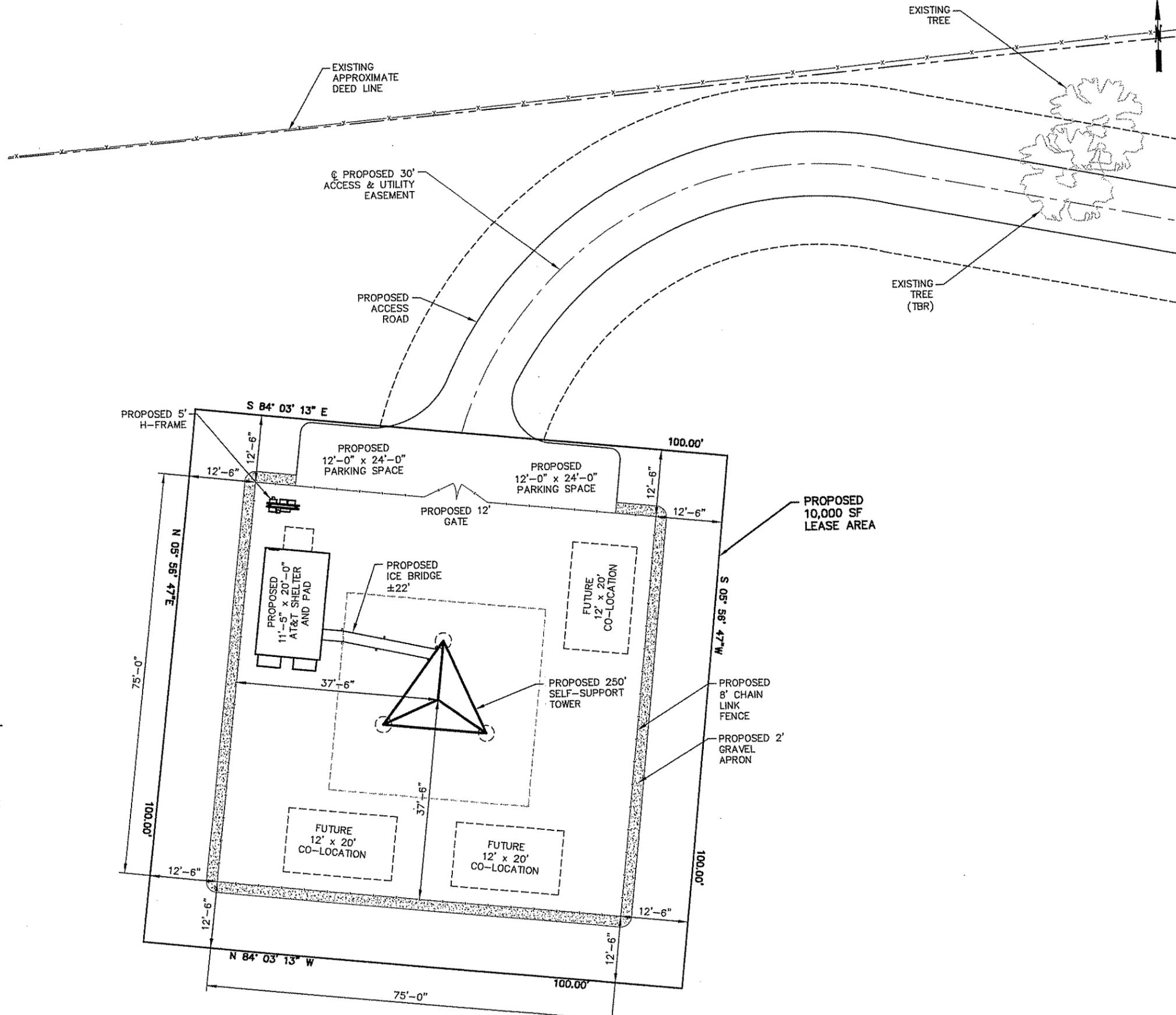
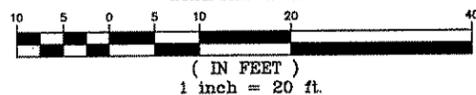
UTILITIES PROTECTION SERVICE

NON-MEMBERS MUST CALL DIRECTLY

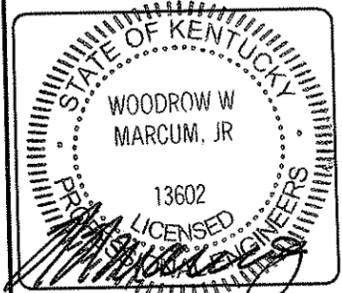
LEGEND

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

GRAPHIC SCALE



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



SITE NAME: EDWINGTON

SITE ID NUMBER: 252G0173

SITE ADDRESS:
 6600 INDIAN MOUND DR
 MT STERLING, KY 40353

LATITUDE: 38° 03' 48.102"N
 LONGITUDE: 83° 55' 02.962"W

TAX MAP NUMBER: 31

PARCEL NUMBER: 48

SOURCE OF TITLE:
 DEED BOOK 194, PAGE 5B1

PROPERTY OWNER:
 HAROLD & GAIL WRIGHT
 6600 INDIAN MOUND DR
 MT STERLING, KY 40353

NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	07/01/08
2	REISSUE FOR COMMENT	07/21/08
3	ISSUE FOR ZONING	09/09/08

TITLE:
SITE LAYOUT

SHEET:
Z-3

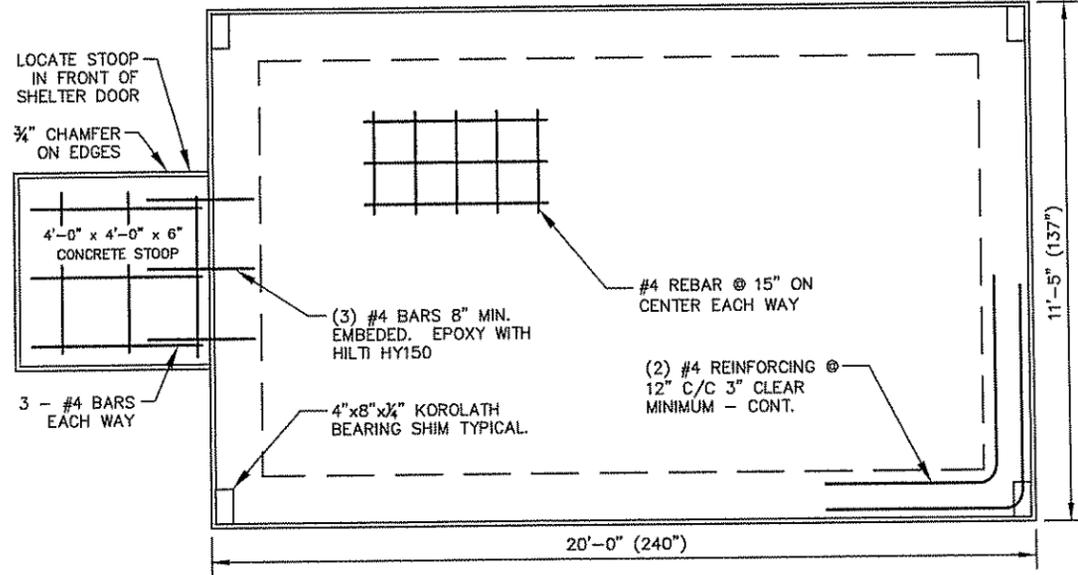
EXHIBIT C

GENERAL NOTES

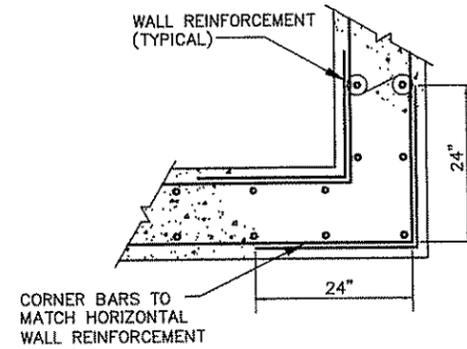
1. DRAWINGS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE DIAGRAMMATIC ONLY. THE WORK INDICATED ON THE DRAWINGS SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT AND APPURTENANCES, AND LABOR NECESSARY TO COMPLETE THE WORK. VERIFY ALL EQUIPMENT LOCATIONS WITH CONSTRUCTION MANAGER.
2. PRIOR TO SUBMITTING A BID, THE CONTRACTOR SHALL VISIT THE JOB SITE AND BECOME FAMILIAR WITH ALL CONDITIONS AFFECTING THE PROPOSED PROJECT, INCLUDING DEMOLITION, MECHANICAL AND ELECTRICAL INSTALLATIONS AND SHALL ADJUST BID ACCORDINGLY.
3. CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND DIMENSIONS ON THE JOB SITE AND CONFIRM THAT WORK AS INDICATED ON THE CONSTRUCTION DOCUMENTS (ALSO KNOWN AS CONSTRUCTION PLANS) CAN BE ACCOMPLISHED AS SHOWN BEFORE PROCEEDING.
4. NOTIFY CONSTRUCTION MANAGER OF ANY MAJOR DISCREPANCY REGARDING THE CONTRACT DOCUMENTS, EXISTING CONDITIONS, AND/OR DESIGN INTENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THIS CLARIFICATION PRIOR TO PROCEEDING WITH THE WORK OR RELATED WORK IN QUESTION.
5. INSTALL ALL EQUIPMENT AND MATERIALS PER MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY OTHERWISE INDICATED, OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
6. CONTRACTOR SHALL VISIT JOB SITE TO REVIEW SCOPE OF WORK AND EXISTING SITE CONDITIONS INCLUDING, BUT NOT LIMITED TO, MECHANICAL SERVICE, ELECTRICAL SERVICE AND OVERALL COORDINATION.
7. ALL TELEPHONE/RADIO EQUIPMENT LAYOUT, SPECIFICATIONS, PERFORMANCE, INSTALLATION AND THEIR FINAL LOCATION ARE TO BE APPROVED BY CONSTRUCTION MANAGER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH THE WORK AND CLEARANCE REQUIRED BY OTHERS RELATED TO SAID EQUIPMENT.
8. ALL WORK PERFORMED AND MATERIALS SHALL MEET THE HIGHEST TRADE STANDARDS. AS A MINIMUM STANDARD, CONFORM WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES HAVING JURISDICTION. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY BEARING ON THE PERFORMANCE OF THE WORK.
9. ELECTRICAL SYSTEMS SHALL BE INSTALLED PER NEC AND IN ACCORDANCE WITH ALL APPLICABLE UTILITY COMPANY SPECIFICATIONS, AND STATE JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
10. CONTRACTOR SHALL PROVIDE CONTINUOUS SUPERVISION WHILE ANY SUB-CONTRACTORS OR WORKERS ARE ON THE JOB SITE AND SHALL SUPERVISE AND DIRECT ALL WORK. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES, AND COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
11. CONTRACTOR SHALL PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT AREA DURING CONSTRUCTION.
12. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH LATEST UNIFORM BUILDING CODE (UBC) ALONG WITH LATEST UPC, UMC, AND THE NEC. CONTRACTOR SHALL PROTECT ALL EXISTING FINISHES THAT ARE TO REMAIN. CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY OCCUR DURING CONSTRUCTION.
13. SEAL ALL PENETRATIONS THROUGH FIRE RATED AREAS WITH U.L. LISTED OR F.M. APPROVED MATERIALS. DETAILS AND SCHEMATICS PROPOSE TO SHOW END RESULT OF THE DESIGN.
14. MINOR MODIFICATIONS MAYBE DEEMED NECESSARY TO SUIT JOB CONDITIONS AND DIMENSIONS. SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
15. VERIFY ALL FINAL EQUIPMENT LOCATIONS WITH OWNERS REPRESENTATIVE.
16. DIMENSIONS ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED.
17. CLEANUP AND SAFETY: KEEP PROJECT AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND EQUIPMENT REMOVED AND NOT SPECIFIED TO REMAIN THE PROPERTY OF THE OWNER, ETC. LEAVE PREMISES IN A VACUUM AND BROOM CLEAN CONDITION; FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL SYSTEMS EQUIPMENT IN A CLEAN WORKING ORDER UNTIL ACCEPTANCE OF THE PROJECT BY PROJECT MANAGER.
18. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REDLINING THE CONSTRUCTION PLANS TO ILLUSTRATE THE AS-BUILT CONDITION OF THE SITE. THIS WILL BE DONE AFTER THE SITE HAS BEEN AWARDED THE FINAL INSPECTION. TWO (2) COPIES OF REDLINED DRAWINGS WILL BE PROVIDED TO PROJECT MANAGER.
19. GENERAL CONTRACTOR IS RESPONSIBLE FOR CLEANING & WAXING SHELTER FLOORS AFTER ALL EQUIPMENT HAS BEEN INSTALLED.
20. CONTRACTOR IS RESPONSIBLE FOR PROVIDING A PORTABLE TOILET AT THE SITE FOR THE DURATION OF CONSTRUCTION.
21. THE SHELTER SHALL NOT BE USED FOR STORAGE OF TOOLS, EQUIPMENT, ETC., BY ANY CONTRACTORS OR SUB-CONTRACTORS.
22. THE CONTRACTOR WILL BE RESPONSIBLE FOR PICKING UP TRASH DAILY AND REMOVING IT FROM THE CONSTRUCTION SITE. THE CONTRACTOR WILL BE REQUIRED TO PROVIDE A TRASH BIN ON SITE FROM THE START OF CONSTRUCTION UNTIL RELEASED BY THE CONSTRUCTION MANAGER.
23. CONTRACTOR SHALL PROVIDE 90 DAY WEED CONTROL ON THE INSIDE OF COMPOUND ONLY, UTILIZING GROUND STERILANT OF CHOICE SUCH AS PRAMITAL 25E WITH SAHARA. THIS INSTRUCTION APPLIES TO ALL BUILDS (RAW LAND AND CO-LOCATION). CLOSEOUT BINDER DOCUMENTATION IS REQUIRED.

CONSTRUCTION NOTES

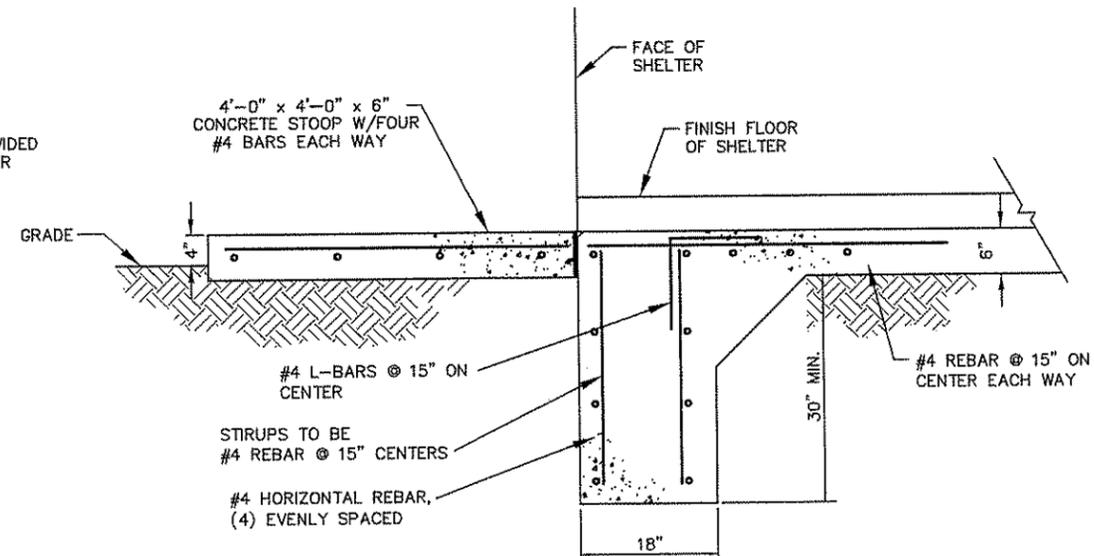
1. CONFIRM SURVEY STAKES AND SET ELEVATIONS PRIOR TO ANY CONSTRUCTION.
2. THE COMPLETE ACCESS ENTRY AND SITE AREA WILL BE GRUBBED PRIOR TO FOUNDATION CONSTRUCTION OR PLACEMENT OF BACKFILL OR SUB-BASE MATERIAL.
3. PRIOR TO OTHER EXCAVATION AND CONSTRUCTION EFFORTS, GRUB ORGANIC MATERIAL TO A MINIMUM OF SIX (6) INCHES BELOW ORIGINAL GROUND LEVEL.
4. UNLESS OTHERWISE INSTRUCTED BY CONSTRUCTION MANAGER, THE CONTRACTOR IS RESPONSIBLE TO TRANSPORT ALL REMOVED TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.
5. CONSTRUCT TEMPORARY CONSTRUCTION ZONE ACCESS DRIVE.
6. THE SITE AREA WILL BE BROUGHT TO SUB-BASE COURSE ELEVATION PRIOR TO FORMING FOUNDATION.
7. APPLY SOIL STERILIZER PRIOR TO PLACING BASE MATERIALS. APPROVED SOIL STERILIZERS:
TOTAL KILL PRODUCT 910 - EPA 10292-7 AMBUSH HERBICIDE- EPA REGISTERED
PHASAR CORPORATION FRAMAR INDUSTRIAL PRODUCTS
PO BOX 5123 1435 MORRIS AVENUE
DEARBORN, MI 48128 TEL 313 563-8000 UNION, NJ 07083 TEL 800 526-4924
8. SOIL STERILIZER SHALL BE EPA REGISTERED OF LIQUID COMPOSITION AND OF PRE-EMERGENCE DESIGN AND APPLIED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
9. GRADE, SEED, FERTILIZE AND MULCH DISTURBED AREAS IMMEDIATELY AFTER BRINGING SITE AND ACCESS ROAD TO BASE COURSE ELEVATION, WATER TO INSURE GROWTH.
10. REMOVE GRAVEL FROM ANY TEMPORARY CONSTRUCTION ZONE TO AN AUTHORIZED AREA OR AS DIRECTED BY CONSTRUCTION MANAGER.
11. AFTER COMPLETION OF CONSTRUCTION BUT PRIOR TO THE FINAL PUNCH LIST INSPECTION, APPLY THREE (3) INCHES OF 3/4 INCH CRUSHED & WASHED STONE (OR MATCH EXISTING ON CO-LOCATE SITES) TO ALL GRAVELED AREAS.
12. AFTER APPLICATIONS OF FINAL SURFACES, APPLY SOIL STERILIZER TO THE STONE SURFACES.
13. SOIL STERILIZATION APPLICATION SHALL GUARANTEE VEGETATION FREE SITE AREAS FOR ONE YEAR FROM DATE OF FINAL INSPECTION.
14. DISTURBED AREAS WILL REFLECT GROWTH OF NEW GRASS COVER PRIOR TO FINAL INSPECTION.
15. SITE MATERIALS AND CONSTRUCTION PRACTICES SHALL CONFORM TO STATE TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION.
16. THE CONTRACTOR SHALL REPAIR ALL AREAS DAMAGED DURING CONSTRUCTION, BACK AS CLOSE TO ORIGINAL AS POSSIBLE.
17. IF UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED THEY SHALL BE BROUGHT TO THE ATTENTION OF THE CONSTRUCTION MANAGER AND WHERE POSSIBLE STABILIZED WITH MIRAFI-600X FABRIC OR EQUIVALENT PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.
18. ELEVATIONS FOR SITE ARE TO BE CALCULATED FROM FINISHED GRADES OR SLOPES INDICATED.
19. AVOID CREATING DEPRESSIONS WHERE WATER MAY POND.
20. THE CONTRACT SHALL BE ASSUMED TO INCLUDE GRADING, BANKING, DITCHING AND UNLESS OTHERWISE INDICATED, COVERING TWO INCHES OF SURFACE COURSE. ALL ROADS OR ROUTES UTILIZED FOR ACCESS TO THE SITE COMMENCING AT THE POINT OF INTERSECTION WITH THE NEAREST PUBLIC THOROUGHFARE.
21. WHEN IMPROVING AN EXISTING ACCESS ROAD, GRADE THE EXISTING ROAD TO REMOVE ANY ORGANIC MATTER AND SMOOTH THE SURFACE BEFORE PLACING FILL OR STONE.
22. PLACE FILL OR STONE IN SIX INCH MAXIMUM LIFT AND COMPACT BEFORE PLACING NEXT LIFT.
23. THE FINISH GRADE, INCLUDING TOP SURFACE COURSE, SHALL EXTEND A MINIMUM OF ONE FOOT BEYOND THE SITE FENCE AND SHALL COVER THE AREA AS INDICATED.
24. RIPRAP SHALL BE APPLIED TO THE SIDES OF DITCHES OR DRAINAGE SWALES.
25. RIPRAP ENTIRE DITCH FOR SIX FEET IN ALL DIRECTIONS AT CULVERT OPENINGS.
26. SEED FERTILIZER AND STRAW COVER SHALL BE APPLIED TO ALL OTHER DISTURBED AREAS, DITCHES, AND DRAINAGE SWALES NOT OTHERWISE RIPRAPPED.



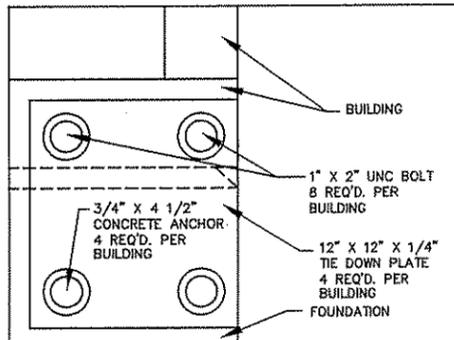
PLAN VIEW
NTS



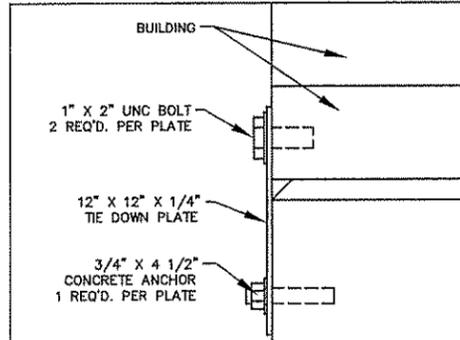
CORNER BARS TO MATCH HORIZONTAL WALL REINFORCEMENT



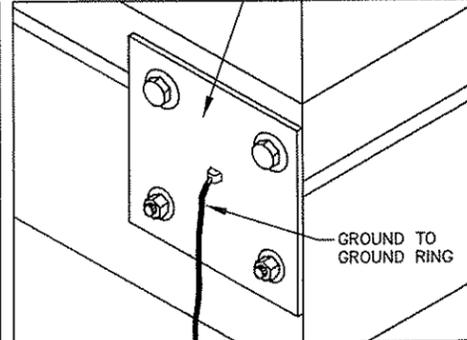
FOUNDATION DETAIL
NTS



CONNECTION DETAIL FRONT



CONNECTION DETAIL SIDE

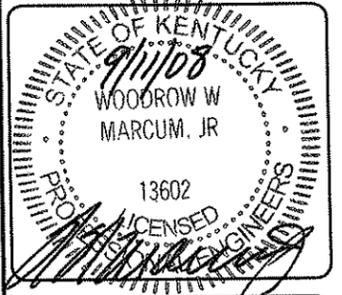


CONNECTION DETAIL ISOMETRIC

ANCHOR DETAILS
NTS



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



SITE NAME: EDWINGTON

SITE ID NUMBER: 252G0173

SITE ADDRESS: 6600 INDIAN MOUND DR
MT STERLING, KY 40353

LATITUDE: 38° 03' 48.102"N
LONGITUDE: 83° 55' 02.962"W

TAX MAP NUMBER: 31

PARCEL NUMBER: 4B

SOURCE OF TITLE: DEED BOOK 194, PAGE 581

PROPERTY OWNER: HAROLD & GAIL WRIGHT
6600 INDIAN MOUND DR
MT STERLING, KY 40353

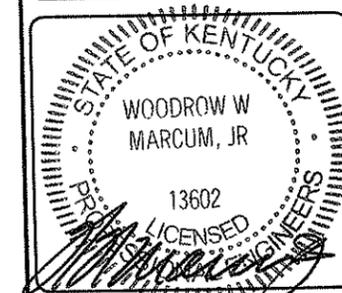
NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	07/01/08
2	REISSUE FOR COMMENT	07/21/08
3	ISSUE FOR ZONING	09/09/08

TITLE: SITE DETAILS

SHEET: C-6



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



SITE NAME: EDWINGTON

SITE ID NUMBER: 252G0173

SITE ADDRESS:
 6600 INDIAN MOUND DR
 MT STERLING, KY 40353

LATITUDE: 38° 03' 48.102"N
 LONGITUDE: 83° 55' 02.962"W

TAX MAP NUMBER: 31

PARCEL NUMBER: 48

SOURCE OF TITLE:
 DEED BOOK 194, PAGE 581

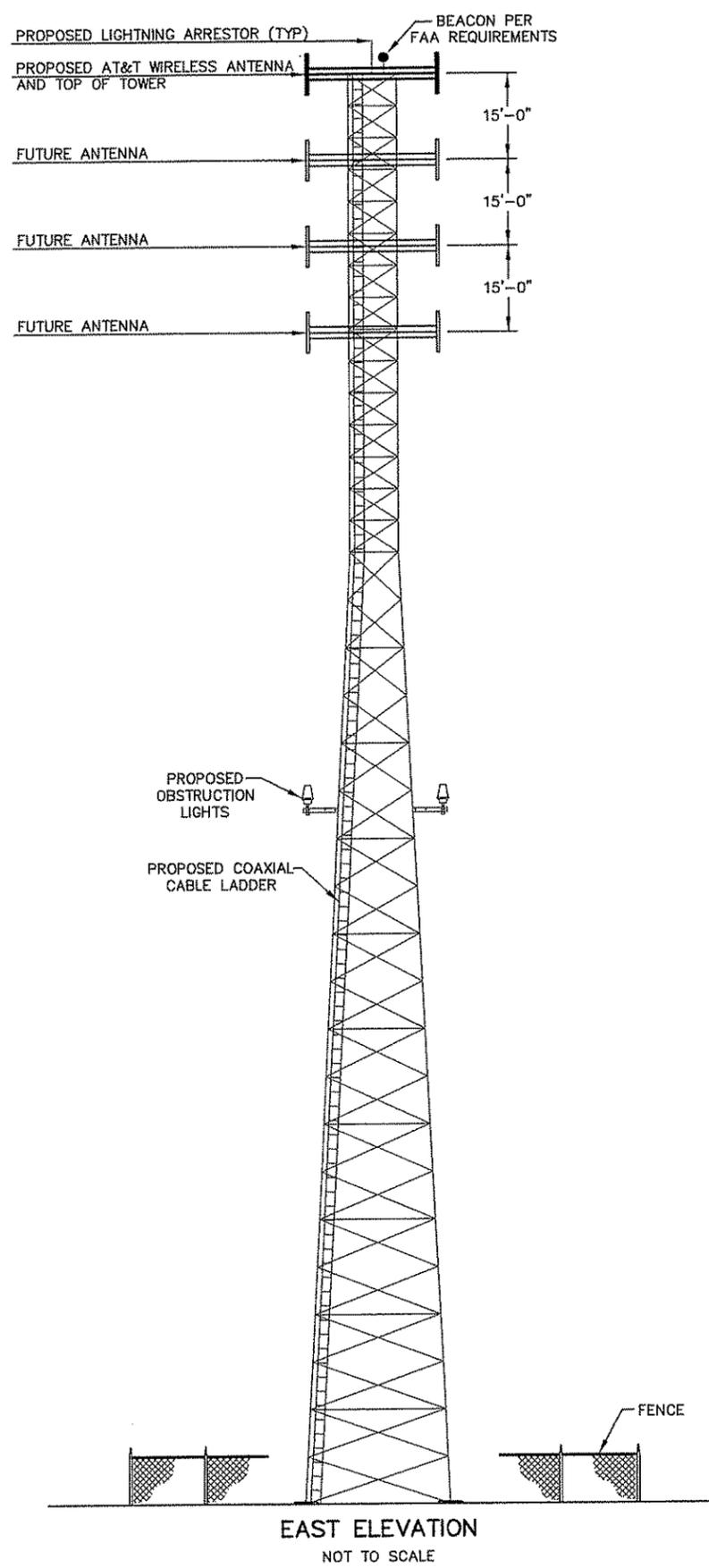
PROPERTY OWNER:
 HAROLD & GAIL WRIGHT
 6600 INDIAN MOUND DR
 MT STERLING, KY 40353

NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	07/01/08
2	REISSUE FOR COMMENT	07/21/08
3	ISSUE FOR ZONING	09/09/08

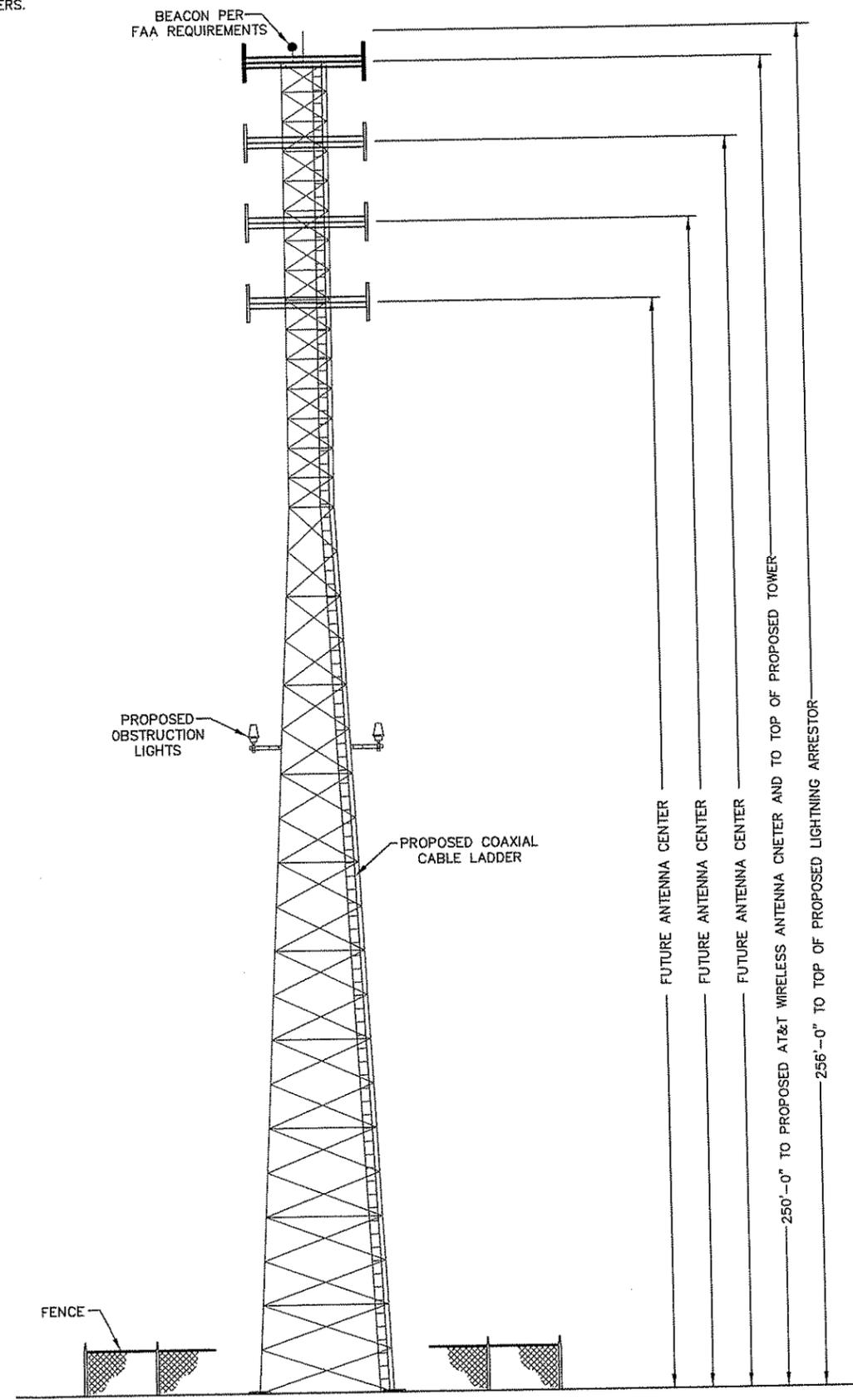
TITLE: EAST/WEST TOWER ELEVATIONS

SHEET: Z-6

NOTE:
 THE ELEVATIONS SHOWN ON THIS SHEET ARE FOR PICTORIAL PURPOSES ONLY. THIS DESIGN WAS PROVIDED BY OTHERS. REFER TO TOWER PLANS FOR TOWER DESIGN.



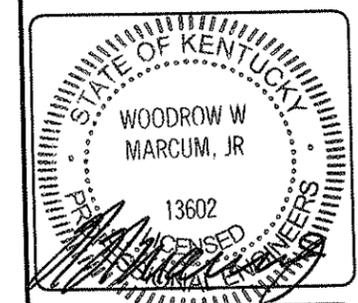
EAST ELEVATION
 NOT TO SCALE



WEST ELEVATION
 NOT TO SCALE



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



SITE NAME: EDWINGTON

SITE ID NUMBER: 252G0173

SITE ADDRESS:
 6600 INDIAN MOUND DR
 MT STERLING, KY 40353

LATITUDE: 38° 03' 48.102"N
 LONGITUDE: 83° 55' 02.962"W

TAX MAP NUMBER: 31

PARCEL NUMBER: 48

SOURCE OF TITLE:
 DEED BOOK 194, PAGE 581

PROPERTY OWNER:
 HAROLD & GAIL WRIGHT
 6600 INDIAN MOUND DR
 MT STERLING, KY 40353

NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	07/01/08
2	REISSUE FOR COMMENT	07/21/08
3	ISSUE FOR ZONING	09/09/08

TITLE: NORTH/SOUTH TOWER ELEVATIONS

SHEET: Z-5

NOTE:
 THE ELEVATIONS SHOWN ON THIS SHEET ARE FOR PICTORIAL PURPOSES ONLY. THIS DESIGN WAS PROVIDED BY OTHERS. REFER TO TOWER PLANS FOR TOWER DESIGN.

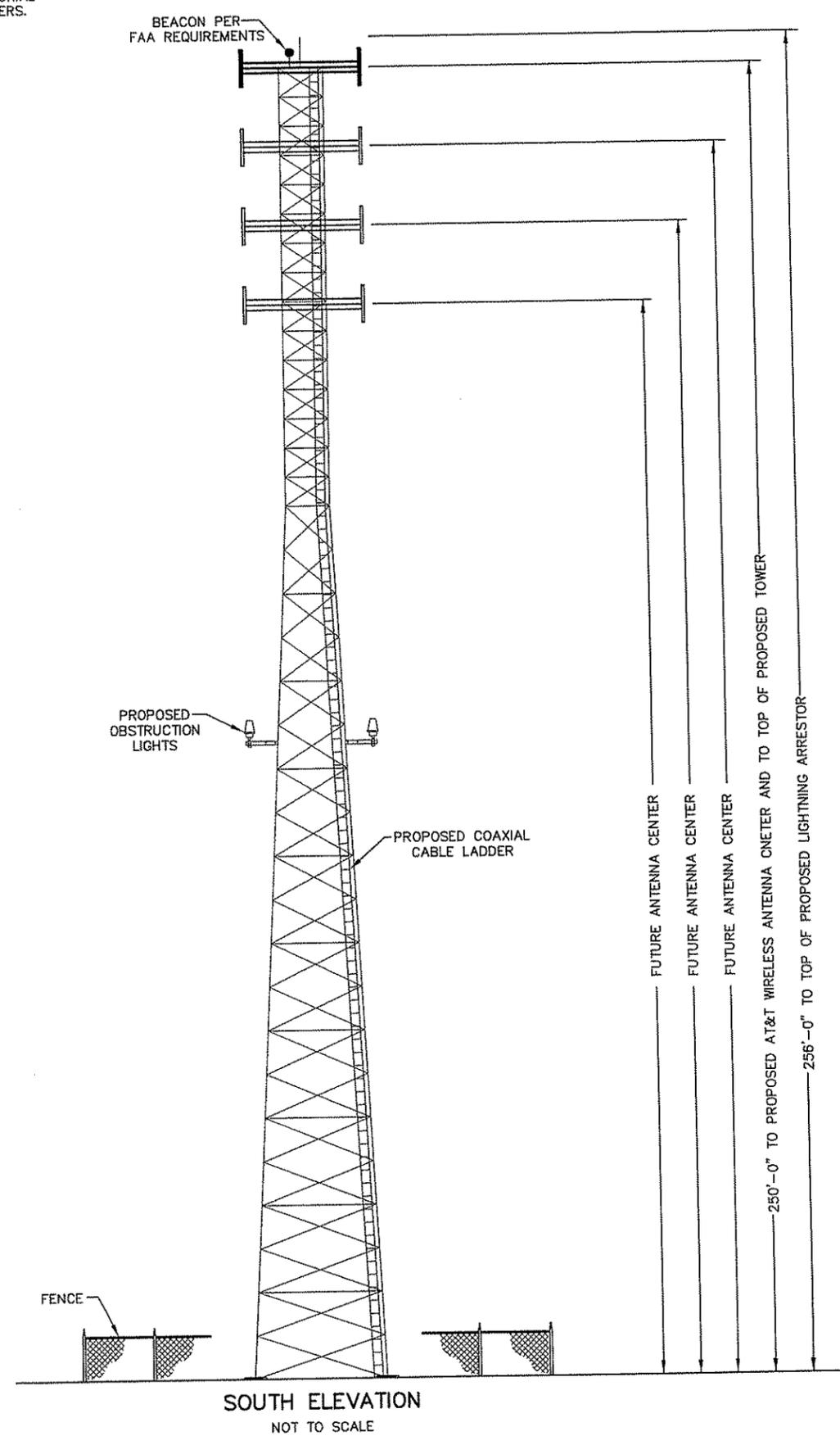
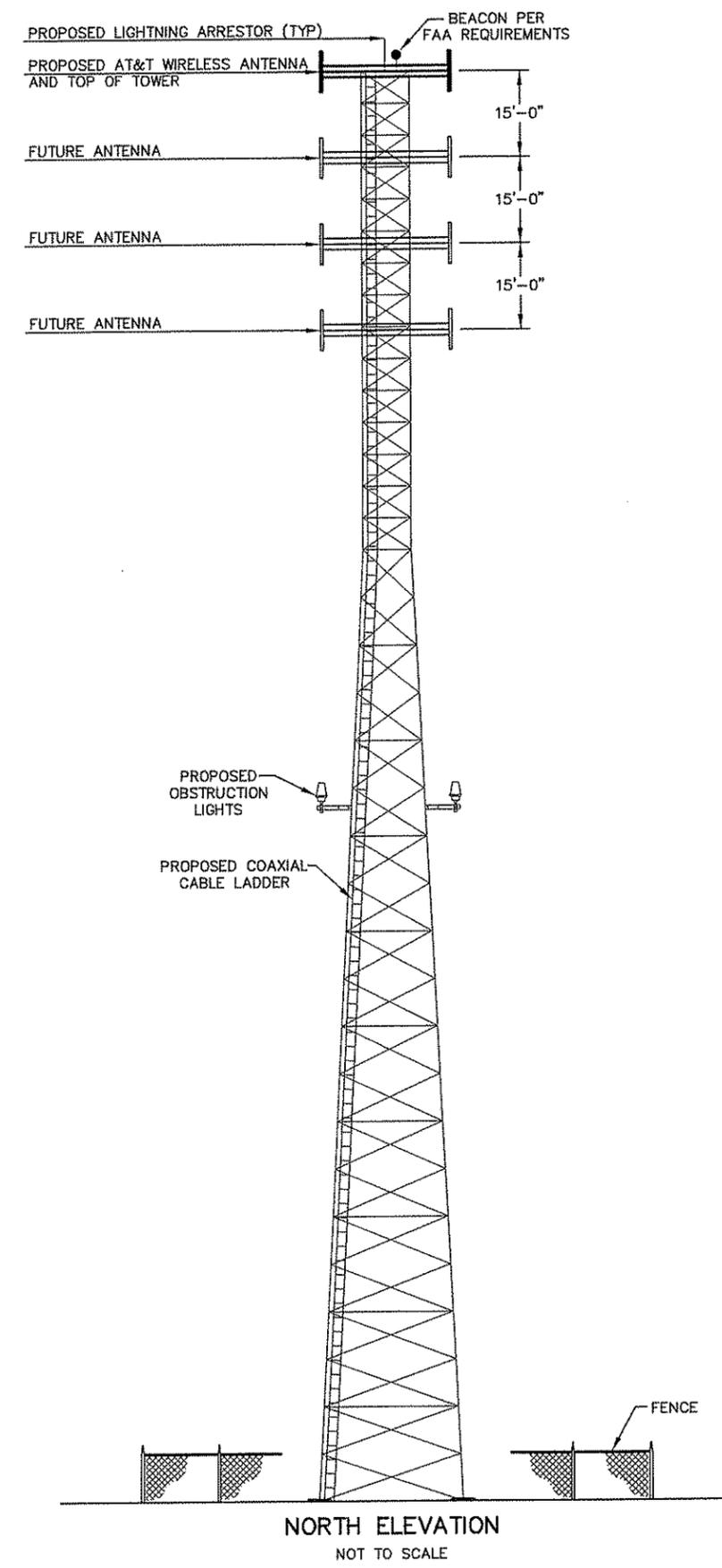


EXHIBIT D



Structural Design Report
250' S3TL Series HDO Self-Supporting Tower
located at: Edwington, KY
Site Number: LX5173

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

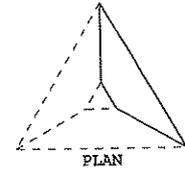
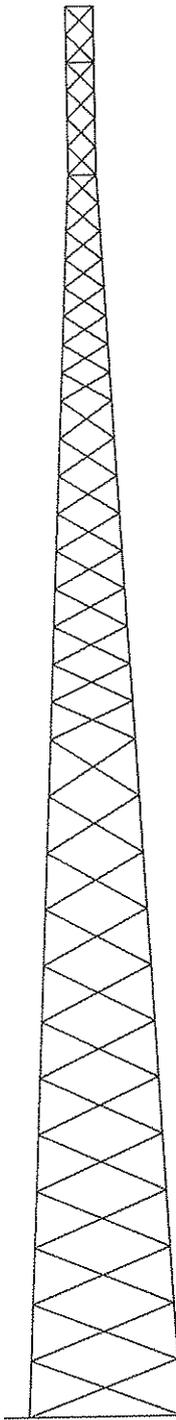
Job Number: 09-09035

September 8, 2008

Tower Profile.....	1
Foundation Design Summary.....	2
Maximum Leg Loads.....	3
Maximum Diagonal Loads.....	4
Maximum Foundation Loads.....	5
Calculations.....	A1-A11

Tower by TRJ
Foundation by ARKA
Approved by ARKA

Leg	8.6250"x0.5000" PIPE	8.6250"x0.3220" PIPE	5.5625"x0.3750" PIPE	A	B	C	D
Diagonal	L 4"x4"x1/4"	L 3-1/2"x3-1/2"x1/4"	L 2"x2"x1/8"	L		R	I
Horizontal							
Brace Bolts	(2) 5/8"	(1) 3/4"	(1) 5/8"				
Face Width	27.0'	12 @ 10.0'	9 @ 6.7'		5.0'		5.0'
Panel Height # Panels					14 @ 5.0'		
	0.0'	40.0'	60.0'	80.0'	100.0'	120.0'	140.0'
		120.0'	140.0'	180.0'	200.0'	215.0'	220.0'
						235.0'	240.0'
							245.0'
							250.0'



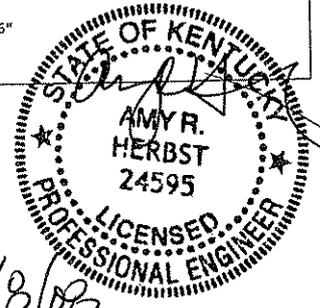
- NOTES:**
1. The tower model is S3TL Series HDO.
 2. Transmission lines are to be attached to standard 6 hole single rail waveguide ladders with stackable hangers.
 3. Azimuths are relative (not based on true north).
 4. Foundation loads shown are maximums.
 5. (6) 1 1/2" dia. A449 anchor bolts per leg. Minimum 57.5" embedment from top of concrete to top of nut.
 6. All unequal angles are oriented with the short leg vertical.
 7. This tower was designed for Structure Class II, Exposure Category C and Topographic Category 1.
 8. The foundation loads shown below are factored loads.

ANTENNA LIST

NO	ELEV	ANTENNA	TX-LINE
1	250'	(6) DEXLH-9090C-R2M + Platform	(12) 1 5/8
2	250'	(12) ETD19G8-12UB	
3	238'	(9) 8' x 1' x 3in + 10' 3T-Boom(R)	(9) 1 5/8
4	238'	(9) ETD19G8-12UB	
5	226'	(9) 8' x 1' x 3in + 10' 3T-Boom(R)	(9) 1 5/8
6	226'	(9) ETD19G8-12UB	
7	214'	(9) 8' x 1' x 3in + 10' 3T-Boom(R)	(9) 1 5/8
8	214'	(9) ETD19G8-12UB	

MATERIAL LIST

NO	TYPE
A	4.0000"x0.3180" PIPE
B	3.5000"x0.3000" PIPE
C	2.8750"x0.2030" PIPE
D	2.3750"x0.1540" PIPE
E	L 3"x3"x1/4"
F	L 3"x3"x3/16"
G	L 2-1/2"x2-1/2"x3/16"
H	L 2"x2"x3/16"
I	L 2"x2"x1/8"



TOTAL FOUNDATION LOADS

H=67.78 k
 V=154.03 k
 M=9460.80 k-ft
 T=34.90 k-ft

INDIVIDUAL FOOTING LOADS

H=40.99 k
 V=424.85 k
 U=-371.02 k



Sabre Towers And Poles

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

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

Client: NSORO LLC

Location: Edwington, KY

Standard: TIA 222-G-2005

Job No: 09-09035

Total Height: 250.00'

Design Wind & Ice: 90mph 0" ice & 30mph 0.75" ice

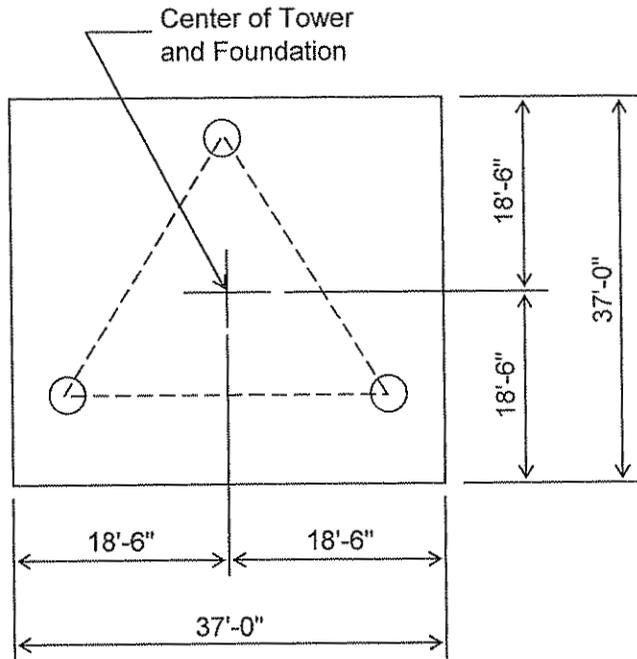
Date: 5 sep 2008

Tower Height: 250.00'

Customer: NSORO LLC
Site: Edwington, KY LX5173

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

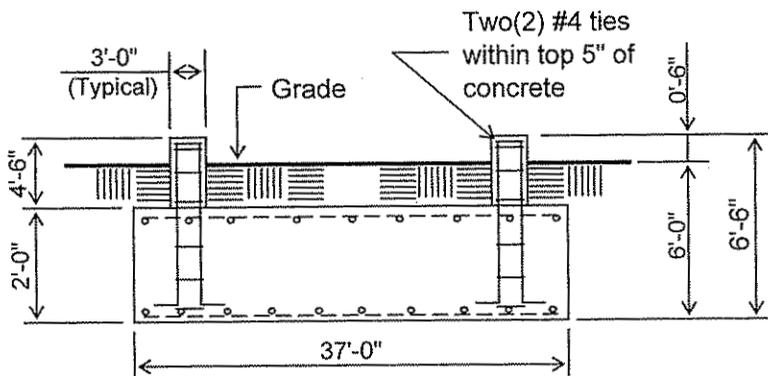
PRELIMINARY - NOT FOR CONSTRUCTION



PLAN VIEW

Notes:

- 1). Concrete shall have a minimum 28-day compressive strength of 3000 PSI, in accordance with ACI 318-05.
- 2). Rebar to conform to ASTM specification A615 Grade 60.
- 3). All rebar to have a minimum of 3" concrete cover.
- 4). All exposed concrete corners to be chamfered 3/4".
- 5). The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-G-2005.



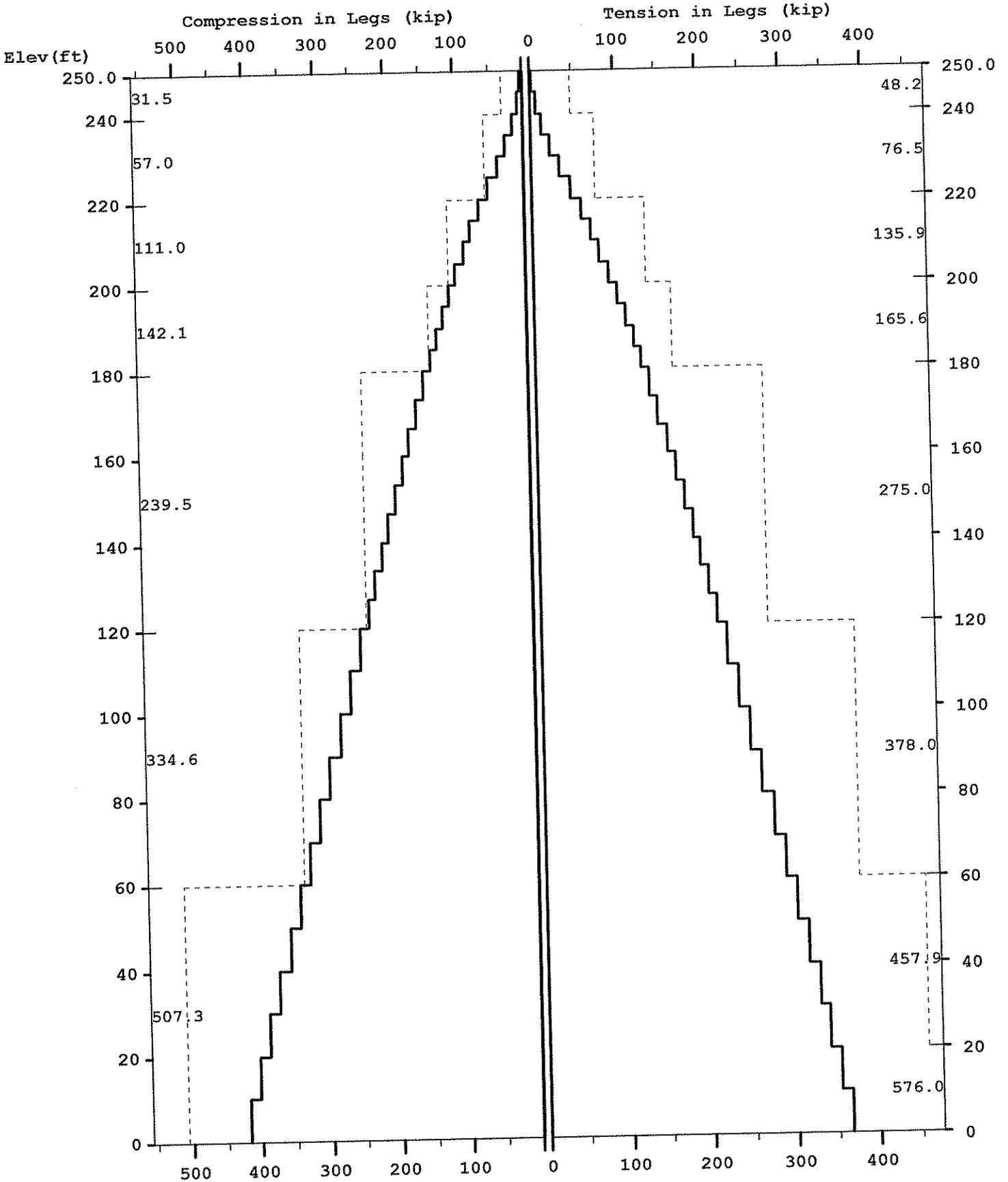
ELEVATION VIEW

(104.94 Cu. Yds.)
 (1 REQUIRED; NOT TO SCALE)

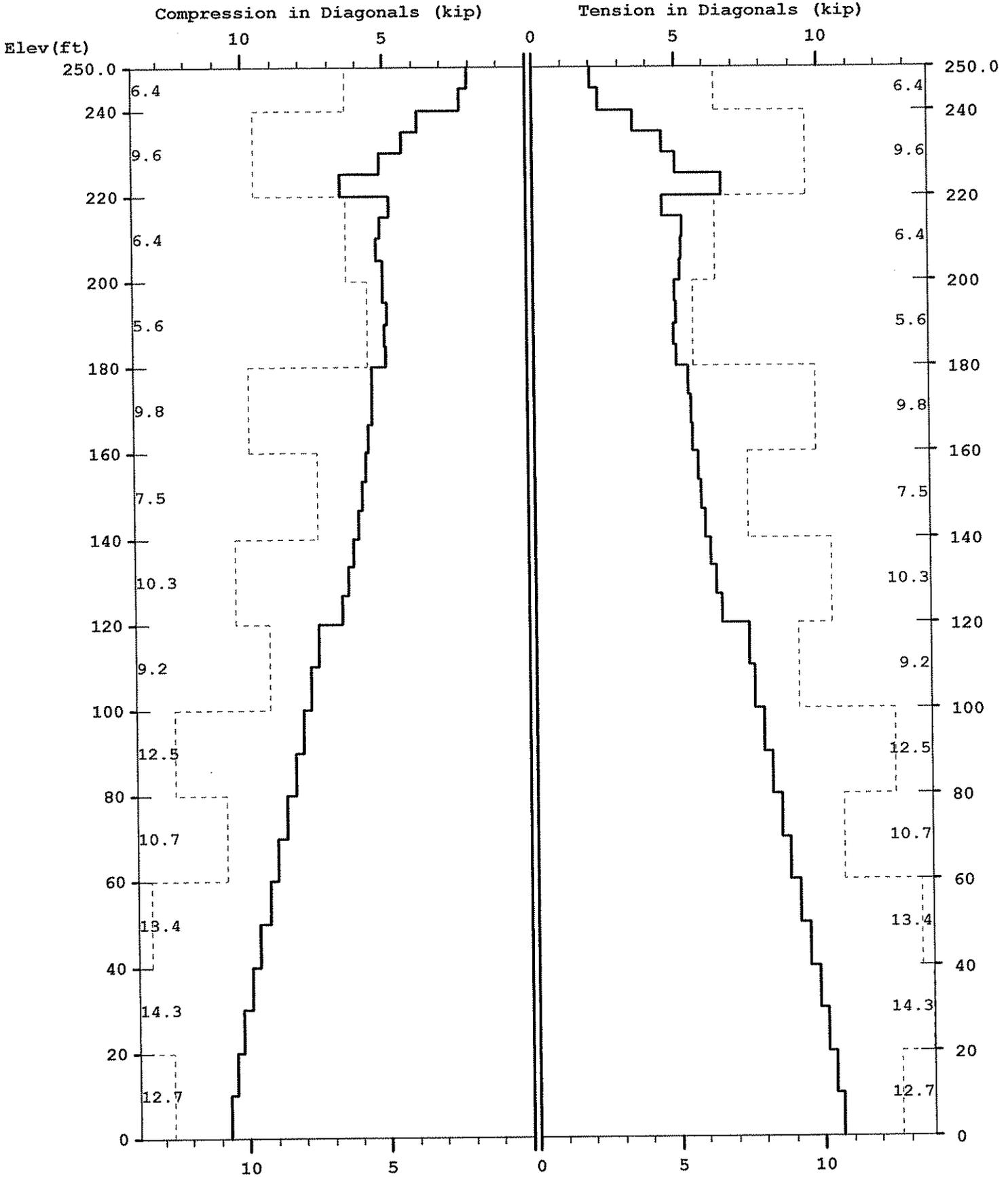
- 6). The foundation is based on the following factored loads:
 Factored download (kips) = 154.03
 Factored overturn (kip-ft) = 9460.8
 Factored shear (kips) = 67.78

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

Maximum

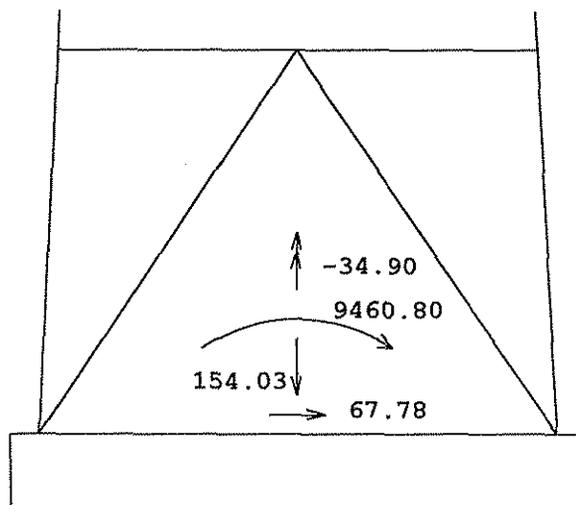


Maximum

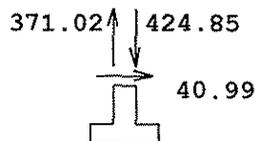
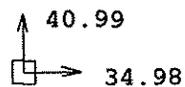


Maximum

TOTAL FOUNDATION LOADS (kip, ft-kip)



INDIVIDUAL FOOTING LOADS (kip)



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

Sabre Towers And Poles

on: 5 sep 2008 at: 16:41:27

MAST GEOMETRY (ft)

PANEL TYPE	NO.OF LEGS	ELEV.AT BOTTOM	ELEV.AT TOP	F.W..AT BOTTOM	F.W..AT TOP	TYPICAL PANEL HEIGHT
X	3	245.00	250.00	5.00	5.00	5.00
X	3	240.00	245.00	5.00	5.00	5.00
X	3	235.00	240.00	5.00	5.00	5.00
X	3	220.00	235.00	5.00	5.00	5.00
X	3	215.00	220.00	5.50	5.00	5.00
X	3	200.00	215.00	7.00	5.50	5.00
X	3	180.00	200.00	9.00	7.00	5.00
X	3	160.00	180.00	11.00	9.00	6.67
X	3	140.00	160.00	13.00	11.00	6.67
X	3	120.00	140.00	15.00	13.00	6.67
X	3	100.00	120.00	17.00	15.00	10.00
X	3	80.00	100.00	19.00	17.00	10.00
X	3	60.00	80.00	21.00	19.00	10.00
X	3	40.00	60.00	23.00	21.00	10.00
X	3	20.00	40.00	25.00	23.00	10.00
X	3	0.00	20.00	27.00	25.00	10.00

MEMBER PROPERTIES

MEMBER TYPE	BOTTOM ELEV ft	TOP ELEV ft	X-SECTN AREA in.sq	RADIUS OF GYRAT in	ELASTIC MODULUS ksi	THERMAL EXPANSN /deg
LE	240.00	250.00	1.075	0.787	29000.	0.0000116
LE	220.00	240.00	1.704	0.787	29000.	0.0000116
LE	200.00	220.00	3.016	0.787	29000.	0.0000116
LE	180.00	200.00	3.678	0.787	29000.	0.0000116
LE	120.00	180.00	6.111	0.787	29000.	0.0000116
LE	60.00	120.00	8.399	0.787	29000.	0.0000116
LE	0.00	60.00	12.763	0.787	29000.	0.0000116
DI	240.00	250.00	0.484	0.626	29000.	0.0000116
DI	220.00	240.00	0.715	0.626	29000.	0.0000116
DI	180.00	220.00	0.484	0.626	29000.	0.0000116
DI	140.00	180.00	0.902	0.626	29000.	0.0000116
DI	120.00	140.00	1.090	0.626	29000.	0.0000116
DI	100.00	120.00	1.438	0.626	29000.	0.0000116
DI	60.00	100.00	1.688	0.626	29000.	0.0000116
DI	0.00	60.00	1.938	0.626	29000.	0.0000116
HO	245.00	250.00	0.484	0.626	29000.	0.0000116
HO	235.00	240.00	0.715	0.626	29000.	0.0000116
HO	215.00	220.00	0.484	0.626	29000.	0.0000116

FACTORED MEMBER RESISTANCES

BOTTOM ELEV ft	TOP ELEV ft	LEGS		DIAGONALS		HORIZONTALS		INT BRACING	
		COMP kip	TENS kip	COMP kip	TENS kip	COMP kip	TENS kip	COMP kip	TENS kip
245.0	250.0	31.48	48.15	6.39	6.39	5.82	5.82	0.00	0.00
240.0	245.0	31.48	48.15	6.39	6.39	0.00	0.00	0.00	0.00
235.0	240.0	57.04	76.50	9.58	9.58	8.46	8.46	0.00	0.00
220.0	235.0	57.04	76.50	9.58	9.58	0.00	0.00	0.00	0.00
215.0	220.0	110.98	135.90	6.39	6.39	5.82	5.82	0.00	0.00
200.0	215.0	110.98	135.90	6.39	6.39	0.00	0.00	0.00	0.00
180.0	200.0	142.05	165.60	5.63	5.63	0.00	0.00	0.00	0.00
160.0	180.0	239.46	274.95	9.84	9.84	0.00	0.00	0.00	0.00
140.0	160.0	239.46	274.95	7.46	7.46	0.00	0.00	0.00	0.00
120.0	140.0	239.46	274.95	10.34	10.34	0.00	0.00	0.00	0.00
100.0	120.0	334.65	378.00	9.19	9.19	0.00	0.00	0.00	0.00
80.0	100.0	334.65	378.00	12.53	12.53	0.00	0.00	0.00	0.00
60.0	80.0	334.65	378.00	10.73	10.73	0.00	0.00	0.00	0.00
40.0	60.0	507.33	457.90	13.43	13.43	0.00	0.00	0.00	0.00
20.0	40.0	507.33	457.90	14.31	14.31	0.00	0.00	0.00	0.00
0.0	20.0	507.33	576.00	12.68	12.68	0.00	0.00	0.00	0.00

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

LOADING CONDITION A

90 mph wind with no ice. Wind Azimuth: 00

MAST LOADING

LOAD TYPE	ELEV ft	APPLY. RADIUS ft	LOAD. AT AZI	LOAD AZIFORCES.....	MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	250.0	0.00	0.0	0.0	3.97	4.40	0.00	0.00
C	238.0	0.00	0.0	0.0	3.13	1.85	0.00	0.00
C	226.0	0.00	0.0	0.0	3.10	1.85	0.00	0.00
C	214.0	0.00	0.0	0.0	3.06	1.85	0.00	0.00
D	250.0	0.00	0.0	0.0	0.11	0.05	0.04	0.08
D	245.0	0.00	0.0	0.0	0.11	0.05	0.04	0.08
D	245.0	0.00	0.0	0.0	0.10	0.05	0.04	0.08
D	240.0	0.00	0.0	0.0	0.10	0.05	0.04	0.08
D	240.0	0.00	0.0	0.0	0.13	0.08	0.03	0.09
D	235.0	0.00	0.0	0.0	0.13	0.08	0.03	0.09
D	235.0	0.00	0.0	0.0	0.13	0.07	0.03	0.09
D	230.0	0.00	0.0	0.0	0.13	0.07	0.03	0.09
D	230.0	0.00	0.0	0.0	0.13	0.08	0.03	0.08
D	225.0	0.00	0.0	0.0	0.13	0.08	0.03	0.08
D	225.0	0.00	0.0	0.0	0.15	0.08	0.02	0.04
D	220.0	0.00	0.0	0.0	0.15	0.08	0.02	0.04
D	220.0	0.00	0.0	0.0	0.17	0.10	0.02	0.04
D	215.0	0.00	0.0	0.0	0.17	0.10	0.02	0.04
D	215.0	0.00	0.0	0.0	0.18	0.10	0.01	0.06
D	200.0	0.00	0.0	0.0	0.19	0.11	0.01	0.07
D	200.0	0.00	0.0	0.0	0.19	0.12	0.01	0.06

09-09035.txt

D	180.0	0.00	0.0	0.0	0.20	0.12	0.01	0.06
D	180.0	0.00	0.0	0.0	0.20	0.16	0.01	0.06
D	160.0	0.00	0.0	0.0	0.21	0.17	0.01	0.06
D	160.0	0.00	0.0	0.0	0.21	0.17	0.01	0.06
D	140.0	0.00	0.0	0.0	0.22	0.17	0.01	0.06
D	140.0	0.00	0.0	0.0	0.22	0.18	0.01	0.06
D	120.0	0.00	0.0	0.0	0.23	0.19	0.01	0.06
D	120.0	0.00	0.0	0.0	0.22	0.22	0.02	0.06
D	100.0	0.00	0.0	0.0	0.22	0.22	0.02	0.06
D	100.0	0.00	0.0	0.0	0.23	0.24	0.02	0.06
D	60.0	0.00	0.0	0.0	0.23	0.25	0.02	0.05
D	60.0	0.00	0.0	0.0	0.23	0.32	0.02	0.05
D	40.0	0.00	0.0	0.0	0.23	0.32	0.02	0.05
D	40.0	0.00	0.0	0.0	0.22	0.33	0.02	0.05
D	20.0	0.00	0.0	0.0	0.22	0.33	0.02	0.05
D	20.0	0.00	0.0	0.0	0.19	0.34	0.03	0.04
D	0.0	0.00	0.0	0.0	0.19	0.34	0.03	0.04

SUPPRESS PRINTING

=====

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

LOADING CONDITION M

90 mph wind with no ice. Wind Azimuth: 00

MAST LOADING

=====

LOAD TYPE	ELEV ft	APPLY..LOAD..AT		LOAD AZIFORCES.....	MOMENTS.....	
		RADIUS ft	AZI		HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	250.0	0.00	0.0	0.0	3.97	3.30	0.00	0.00
C	238.0	0.00	0.0	0.0	3.13	1.39	0.00	0.00
C	226.0	0.00	0.0	0.0	3.10	1.39	0.00	0.00
C	214.0	0.00	0.0	0.0	3.06	1.39	0.00	0.00
D	250.0	0.00	0.0	0.0	0.11	0.04	0.03	0.08
D	245.0	0.00	0.0	0.0	0.11	0.04	0.03	0.08
D	245.0	0.00	0.0	0.0	0.10	0.04	0.03	0.08
D	240.0	0.00	0.0	0.0	0.10	0.04	0.03	0.08
D	240.0	0.00	0.0	0.0	0.13	0.06	0.02	0.09
D	230.0	0.00	0.0	0.0	0.13	0.06	0.03	0.09
D	230.0	0.00	0.0	0.0	0.13	0.06	0.02	0.08
D	225.0	0.00	0.0	0.0	0.13	0.06	0.02	0.08
D	225.0	0.00	0.0	0.0	0.15	0.06	0.01	0.04
D	220.0	0.00	0.0	0.0	0.15	0.06	0.01	0.04
D	220.0	0.00	0.0	0.0	0.17	0.07	0.01	0.04
D	215.0	0.00	0.0	0.0	0.17	0.07	0.01	0.04
D	215.0	0.00	0.0	0.0	0.18	0.08	0.01	0.06
D	200.0	0.00	0.0	0.0	0.19	0.08	0.01	0.07

09-09035.txt

D	200.0	0.00	0.0	0.0	0.19	0.09	0.01	0.06
D	180.0	0.00	0.0	0.0	0.20	0.09	0.01	0.06
D	180.0	0.00	0.0	0.0	0.20	0.12	0.01	0.06
D	160.0	0.00	0.0	0.0	0.21	0.13	0.01	0.06
D	160.0	0.00	0.0	0.0	0.21	0.13	0.01	0.06
D	140.0	0.00	0.0	0.0	0.22	0.13	0.01	0.06
D	140.0	0.00	0.0	0.0	0.22	0.14	0.01	0.06
D	120.0	0.00	0.0	0.0	0.23	0.14	0.01	0.06
D	120.0	0.00	0.0	0.0	0.22	0.16	0.01	0.06
D	100.0	0.00	0.0	0.0	0.22	0.17	0.01	0.06
D	100.0	0.00	0.0	0.0	0.23	0.18	0.01	0.06
D	60.0	0.00	0.0	0.0	0.23	0.19	0.01	0.05
D	60.0	0.00	0.0	0.0	0.23	0.24	0.02	0.05
D	40.0	0.00	0.0	0.0	0.23	0.24	0.02	0.05
D	40.0	0.00	0.0	0.0	0.22	0.25	0.02	0.05
D	20.0	0.00	0.0	0.0	0.22	0.25	0.02	0.05
D	20.0	0.00	0.0	0.0	0.19	0.25	0.02	0.04
D	0.0	0.00	0.0	0.0	0.19	0.26	0.02	0.04

SUPPRESS PRINTING

=====

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

LOADING CONDITION Y

30 mph wind with 0.75 ice. wind Azimuth: 00

MAST LOADING

=====

LOAD TYPE	ELEV ft	APPLY.. RADIUS ft	LOAD.. AZI	LOAD AZIFORCES.....	MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	250.0	0.00	0.0	0.0	0.44	8.74	0.00	0.00
C	238.0	0.00	0.0	0.0	0.40	3.60	0.00	0.00
C	226.0	0.00	0.0	0.0	0.39	3.59	0.00	0.00
C	214.0	0.00	0.0	0.0	0.39	3.58	0.00	0.00
D	250.0	0.00	0.0	0.0	0.01	0.24	0.16	0.01
D	245.0	0.00	0.0	0.0	0.01	0.24	0.16	0.01
D	245.0	0.00	0.0	0.0	0.01	0.20	0.16	0.01
D	240.0	0.00	0.0	0.0	0.01	0.20	0.16	0.01
D	240.0	0.00	0.0	0.0	0.02	0.29	0.13	0.01
D	235.0	0.00	0.0	0.0	0.02	0.29	0.13	0.01
D	235.0	0.00	0.0	0.0	0.02	0.27	0.15	0.01
D	230.0	0.00	0.0	0.0	0.02	0.27	0.15	0.01
D	230.0	0.00	0.0	0.0	0.02	0.28	0.13	0.01
D	225.0	0.00	0.0	0.0	0.02	0.28	0.13	0.01
D	225.0	0.00	0.0	0.0	0.02	0.32	0.05	0.00
D	220.0	0.00	0.0	0.0	0.02	0.32	0.05	0.00
D	220.0	0.00	0.0	0.0	0.02	0.37	0.05	0.00

09-09035.txt

D	215.0	0.00	0.0	0.0	0.02	0.37	0.05	0.00
D	215.0	0.00	0.0	0.0	0.02	0.38	0.05	0.01
D	200.0	0.00	0.0	0.0	0.02	0.40	0.05	0.01
D	200.0	0.00	0.0	0.0	0.03	0.41	0.06	0.01
D	180.0	0.00	0.0	0.0	0.03	0.43	0.05	0.01
D	180.0	0.00	0.0	0.0	0.03	0.48	0.07	0.01
D	160.0	0.00	0.0	0.0	0.03	0.49	0.06	0.01
D	160.0	0.00	0.0	0.0	0.03	0.50	0.08	0.01
D	140.0	0.00	0.0	0.0	0.03	0.51	0.07	0.01
D	140.0	0.00	0.0	0.0	0.03	0.54	0.09	0.01
D	120.0	0.00	0.0	0.0	0.03	0.56	0.08	0.01
D	120.0	0.00	0.0	0.0	0.03	0.56	0.10	0.01
D	100.0	0.00	0.0	0.0	0.03	0.57	0.09	0.01
D	100.0	0.00	0.0	0.0	0.03	0.60	0.11	0.01
D	80.0	0.00	0.0	0.0	0.03	0.61	0.10	0.01
D	80.0	0.00	0.0	0.0	0.03	0.61	0.12	0.01
D	60.0	0.00	0.0	0.0	0.03	0.62	0.11	0.01
D	60.0	0.00	0.0	0.0	0.03	0.71	0.12	0.01
D	40.0	0.00	0.0	0.0	0.03	0.72	0.12	0.01
D	40.0	0.00	0.0	0.0	0.03	0.72	0.13	0.01
D	20.0	0.00	0.0	0.0	0.03	0.72	0.13	0.01
D	20.0	0.00	0.0	0.0	0.02	0.74	0.16	0.01
D	10.0	0.00	0.0	0.0	0.02	0.74	0.16	0.01
D	10.0	0.00	0.0	0.0	0.02	0.79	0.20	0.01
D	0.0	0.00	0.0	0.0	0.02	0.79	0.20	0.01

SUPPRESS PRINTING

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

MAXIMUM MAST DISPLACEMENTS:

ELEV ft	-----DEFLECTIONS (ft)-----			--TILTS (DEG)--		TWIST DEG
	NORTH	EAST	DOWN	NORTH	EAST	
250.0	3.493 G	-3.335 D	0.045 G	1.943 G	-1.858 D	0.185 X
245.0	3.322 G	-3.171 D	0.042 G	1.935 G	-1.851 D	0.184 X
240.0	3.152 G	-3.010 D	0.039 G	1.911 G	-1.827 D	0.180 X
235.0	2.985 G	-2.850 D	0.036 G	1.883 G	-1.800 D	0.176 X
230.0	2.823 G	-2.695 D	0.033 G	1.833 G	-1.752 D	0.171 X
225.0	2.662 G	-2.541 D	0.031 G	1.761 G	-1.684 D	0.165 X
220.0	2.511 G	-2.396 D	0.028 G	1.661 G	-1.588 D	0.157 X
215.0	2.365 G	-2.257 D	0.026 G	1.596 G	-1.526 D	0.147 X
210.0	2.227 G	-2.125 D	0.025 e	1.527 G	-1.460 D	0.137 X
205.0	2.093 G	-1.997 D	0.024 e	1.452 G	-1.389 D	0.128 X
200.0	1.968 G	-1.877 D	0.023 e	1.375 G	-1.315 D	0.120 X
195.0	1.847 G	-1.762 D	0.023 e	1.309 G	-1.252 D	0.111 X
190.0	1.733 G	-1.653 D	0.022 e	1.243 G	-1.188 D	0.103 X
185.0	1.624 G	-1.548 D	0.022 e	1.175 G	-1.123 D	0.095 X
180.0	1.522 G	-1.451 D	0.021 e	1.106 G	-1.057 D	0.087 X
173.3	1.394 G	-1.328 D	0.020 e	1.050 G	-1.003 D	0.081 X
166.7	1.273 G	-1.213 D	0.020 e	0.994 G	-0.950 D	0.076 X
160.0	1.158 G	-1.103 D	0.019 e	0.938 G	-0.896 D	0.071 X

09-09035.txt

153.3	1.050 G	-1.000 D	0.018 e	0.882 G	-0.842 D	-0.065 F
146.7	0.948 G	-0.902 D	0.018 e	0.825 G	-0.788 D	-0.060 F
140.0	0.853 G	-0.811 D	0.017 e	0.769 G	-0.734 D	-0.055 F
133.3	0.764 G	-0.727 D	0.016 e	0.713 G	-0.680 D	-0.051 F
126.7	0.683 G	-0.649 D	0.015 e	0.657 G	-0.626 D	-0.046 F
120.0	0.606 G	-0.577 D	0.014 e	0.601 G	-0.573 D	-0.042 F
110.0	0.504 G	-0.479 D	0.013 e	0.539 G	-0.514 D	-0.038 F
100.0	0.413 G	-0.392 D	0.012 e	0.478 G	-0.456 D	-0.034 F
90.0	0.332 G	-0.315 D	0.011 e	0.417 G	-0.398 D	-0.030 F
80.0	0.262 G	-0.248 D	0.010 e	0.357 G	-0.339 D	-0.026 F
70.0	0.201 G	0.190 J	0.008 e	0.296 G	-0.281 D	-0.023 F
60.0	0.151 G	0.143 J	0.007 e	0.235 G	-0.224 D	-0.019 F
50.0	0.110 G	0.104 J	0.006 e	0.196 G	-0.186 D	-0.016 F
40.0	0.075 G	0.071 J	0.005 e	0.157 G	-0.149 D	-0.013 F
30.0	0.047 G	0.045 J	0.004 i	0.117 G	-0.112 D	-0.010 F
20.0	0.026 G	0.024 J	0.003 d	0.078 G	-0.074 D	-0.006 F
10.0	0.008 G	0.008 J	0.001 i	0.039 G	-0.037 D	-0.003 F
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
250.0	-----	-----	0.87 G	0.00 A
245.0	1.38 M	2.03 B	0.02 I	0.00 A
240.0	6.36 M	2.32 H	0.49 A	0.00 A
235.0	12.52 M	3.55 M	0.11 A	0.00 A
230.0	22.48 M	4.54 H	0.03 S	0.00 A
225.0	33.06 M	5.02 N	0.12 A	0.00 A
220.0	46.57 M	6.66 B	0.09 U	0.00 A
215.0	58.88 M	4.54 M	0.07 A	0.00 A
210.0	70.02 M	5.24 H	0.01 A	0.00 A
205.0	80.63 M	5.19 N	0.06 A	0.00 A
200.0	91.63 M	5.14 B	0.02 A	0.00 A
195.0	101.09 M	4.97 N	0.04 A	0.00 A
190.0	110.64 M	5.00 B	0.02 A	0.00 A
185.0	119.18 M	4.93 N	0.03 A	0.00 A
180.0	127.83 M	5.01 B	0.04 A	0.00 A
173.3	136.97 M	5.43 N	0.06 A	0.00 A
166.7	147.55 M	5.54 H	0.04 A	0.00 A
160.0	157.39 M	5.59 N	0.05 A	0.00 A
153.3	167.32 M	5.74 B	0.03 A	0.00 A

09-09035.txt

146.7	176.74 M	5.83 T	0.04 A	0.00 A
140.0	186.24 M	6.01 B	0.04 A	0.00 A
133.3	195.37 M	6.16 N	0.07 A	0.00 A
126.7	204.59 M	6.37 B	0.03 A	0.00 A
120.0	213.61 M	6.56 N	0.08 A	0.00 A
110.0	224.81 M	7.45 N	0.07 A	0.00 A
100.0	238.07 M	7.68 T	0.08 A	0.00 A
90.0	251.27 M	7.97 N	0.08 A	0.00 A
80.0	264.29 M	8.26 N	0.05 A	0.00 A
70.0	277.31 M	8.58 N	0.07 A	0.00 A
60.0	290.19 M	8.87 N	0.05 A	0.00 A
50.0	303.01 M	9.20 N	0.05 A	0.00 A
40.0	315.62 M	9.52 N	0.05 A	0.00 A
30.0	328.26 M	9.85 N	0.04 A	0.00 A
20.0	340.76 M	10.14 T	0.00 A	0.00 A
10.0	353.23 M	10.41 N	0.04 A	0.00 A
0.0	365.46 M	10.63 N	0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
250.0	-----	-----	-0.85 A	0.00 A
245.0	-4.02 G	-2.05 H	-0.01 O	0.00 A
240.0	-9.24 G	-2.32 H	-0.35 S	0.00 A
235.0	-16.05 G	-3.82 G	-0.08 S	0.00 A
230.0	-27.40 G	-4.38 T	-0.04 A	0.00 A
225.0	-38.20 G	-5.17 B	-0.09 S	0.00 A
220.0	-53.46 G	-6.55 N	-0.21 C	0.00 A
215.0	-65.89 G	-4.84 G	-0.06 S	0.00 A
210.0	-78.87 G	-5.14 N	-0.01 S	0.00 A

09-09035.txt

205.0	-89.94 G	-5.31 B	-0.05 S	0.00 A
200.0	-101.75 G	-5.06 N	-0.01 S	0.00 A
195.0	-111.59 G	-5.06 B	-0.04 S	0.00 A
190.0	-121.92 G	-4.94 N	-0.02 S	0.00 A
185.0	-130.93 G	-5.00 B	-0.03 S	0.00 A
180.0	-140.34 G	-4.97 N	-0.04 S	0.00 A
173.3	-150.16 G	-5.50 H	-0.05 S	0.00 A
166.7	-161.90 G	-5.51 N	-0.03 S	0.00 A
160.0	-172.70 G	-5.64 B	-0.04 S	0.00 A
153.3	-183.79 G	-5.72 T	-0.03 S	0.00 A
146.7	-194.23 G	-5.88 B	-0.04 S	0.00 A
140.0	-204.92 G	-5.99 N	-0.03 S	0.00 A
133.3	-215.16 G	-6.20 B	-0.06 S	0.00 A
126.7	-225.65 G	-6.37 N	-0.03 S	0.00 A
120.0	-235.88 G	-6.60 B	-0.07 S	0.00 A
110.0	-248.77 G	-7.47 B	-0.06 S	0.00 A
100.0	-264.09 G	-7.73 B	-0.07 S	0.00 A
90.0	-279.49 G	-7.99 H	-0.07 S	0.00 A
80.0	-294.74 G	-8.31 H	-0.05 S	0.00 A
70.0	-310.07 G	-8.60 H	-0.06 S	0.00 A
60.0	-325.26 G	-8.92 H	-0.05 S	0.00 A
50.0	-340.69 G	-9.23 H	-0.04 S	0.00 A
40.0	-356.11 G	-9.57 H	-0.04 S	0.00 A
30.0	-371.67 G	-9.88 H	-0.04 S	0.00 A
20.0	-387.09 G	-10.19 H	0.00 S	0.00 A
10.0	-402.57 G	-10.43 H	-0.04 S	0.00 A
0.0	-417.80 G	-10.68 H	0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

09-09035.txt

-----LOAD-----COMPONENTS-----				TOTAL
NORTH	EAST	DOWN	UPLIFT	SHEAR
40.99 G	34.98 K	424.85 G	-371.02 M	40.99 G

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

-----HORIZONTAL-----			DOWN	-----OVERTURNING-----			TORSION
NORTH	EAST	TOTAL		NORTH	EAST	TOTAL	
		@ 0.0				@ 0.0	
67.8	-63.7	67.8	154.0	9460.8	-8976.7	9460.8	-34.9
G	P	G	h	G	D	G	F

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES

Tower Description 250' S3TL Series HDO
 Customer NSORO LLC
 Project Number 09-09035
 Date 9/8/2008
 Engineer ARH

Overall Loads:			
Factored Moment (ft-kips)	9460.80	Anchor Bolt Count (per leg)	6
Factored Axial (kips)	154.03		
Factored Shear (kips)	67.78		
Individual Leg Loads:			
Factored Uplift (kips)	371.02		
Factored Download (kips)	424.85		
Factored Shear (kips)	40.99		
Width of Tower (ft)	27		
Ultimate Bearing Pressure	5		
Bearing Φ s	0.75		
Overtuning Φ s	0.75		
Bearing Design Strength (ksf)	3.75	Max. Factored Net Bearing Pressure (ksf)	1.40
Water Table Below Grade (ft)	999		
Width of Mat (ft)	37	Minimum Mat Width (ft)	36.84
Thickness of Mat (ft)	2		
Depth to Bottom of Slab (ft)	6		
Bolt Circle Diameter (in)	13.25		
Top of Concrete to Top of Bottom Threads (in)	57.5		
Diameter of Pier (ft)	3	Minimum Pier Diameter (ft)	2.60
Ht. of Pier Above Ground (ft)	0.5	Equivalent Square b (ft)	2.66
Ht. of Pier Below Ground (ft)	4		
Quantity of Bars in Mat	48		
Bar Diameter in Mat (in)	1		
Area of Bars in Mat (in ²)	37.70		
Spacing of Bars in Mat (in)	9.30	Recommended Spacing (in)	6 to 12
Quantity of Bars Pier	12		
Bar Diameter in Pier (in)	1		
Tie Bar Diameter in Pier (in)	0.5		
Spacing of Ties (in)	12		
Area of Bars in Pier (in ²)	9.42	Minimum Pier A_s (in ²)	5.09
Spacing of Bars in Pier (in)	7.33	Recommended Spacing (in)	6 to 12
f_c (ksi)	3		
f_y (ksi)	60		
Unit Wt. of Soil (kcf)	0.11		
Unit Wt. of Concrete (kcf)	0.15		
Volume of Concrete (yd ³)	104.94		

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES (CONTINUED)

Two-Way Shear:

Average d (in)	20		
ϕV_c (kips)	587.9	V_u (kips)	424.9
$\phi V_c = \phi(2 + 4/\beta_c)f'_c{}^{1/2}b_o d$	881.8		
$\phi V_c = \phi(\alpha_s d/b_o + 2)f'_c{}^{1/2}b_o d$	1038.8		
$\phi V_c = \phi 4f'_c{}^{1/2}b_o d$	587.9		
Shear perimeter, b_o (in)	157.84		
β_c	1		

Stability:

Resisting moment	18741.61		
Overturning Design Strength (ft-k)	14056.2	Factored Overturning Moment (ft-k)	9901.4

One-Way Shear:

ϕV_c (kips)	826.8	V_u (kips)	554.5
Pier Design:			
Design Tensile Strength (kips)	508.9	T_u (kips)	371.0
ϕV_n (kips)	74.2	V_u (kips)	41.0
$\phi V_c = \phi 2(1 + N_u/(500A_g))f'_c{}^{1/2}b_w d$	26.2		
V_s (kips)	56.5	*** V_s max = $4 f'_c{}^{1/2}b_w d$ (kips)	227.2
Maximum Spacing (in)	13.09	(Only if Shear Ties are Required)	
Actual Hook Development (in)	19.00	Req'd Hook Development l_{dh} (in)	15.34

*** Ref. ACI 11.5.5 & 11.5.6.3

Anchor Bolt Pull-Out:

$\phi P_c = \phi \lambda (2/3)f'_c{}^{1/2}(2.8A_{SLOPE} + 4A_{FLAT})$	125.3	P_u (kips)	371.0
Pier Rebar Development Length (in)	47.13	Required Length of Development (in)	39.93

Flexure in Slab:

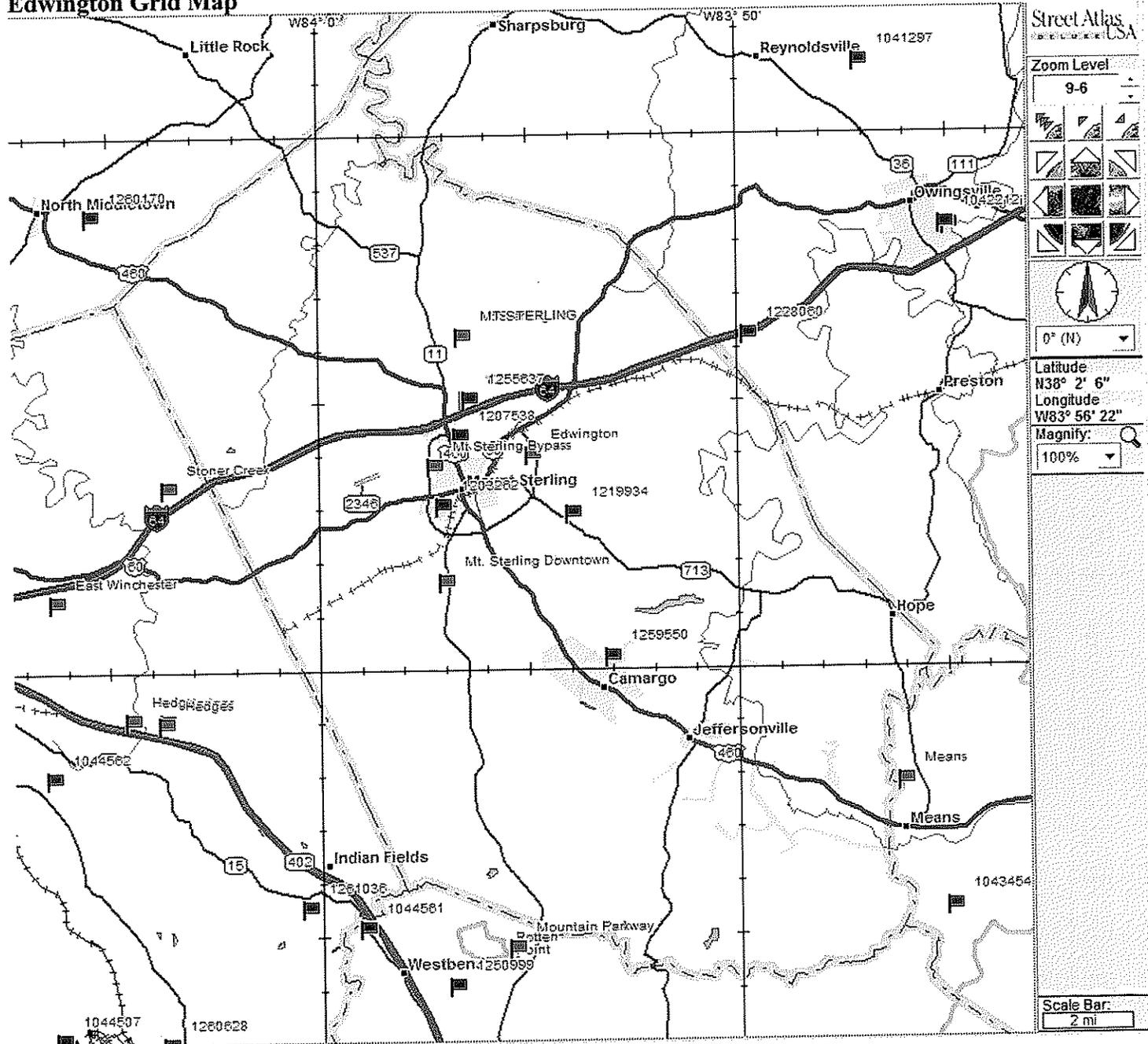
ϕM_n (ft-kips)	3223.5	M_u (ft-kips)	3109.9
a (in)	2.00		
Steel Ratio	0.00425		
β_1	0.85		
Maximum Steel Ratio (.75 p_b)	0.0160		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	219.00	Required Development in Pad (in)	101.64

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

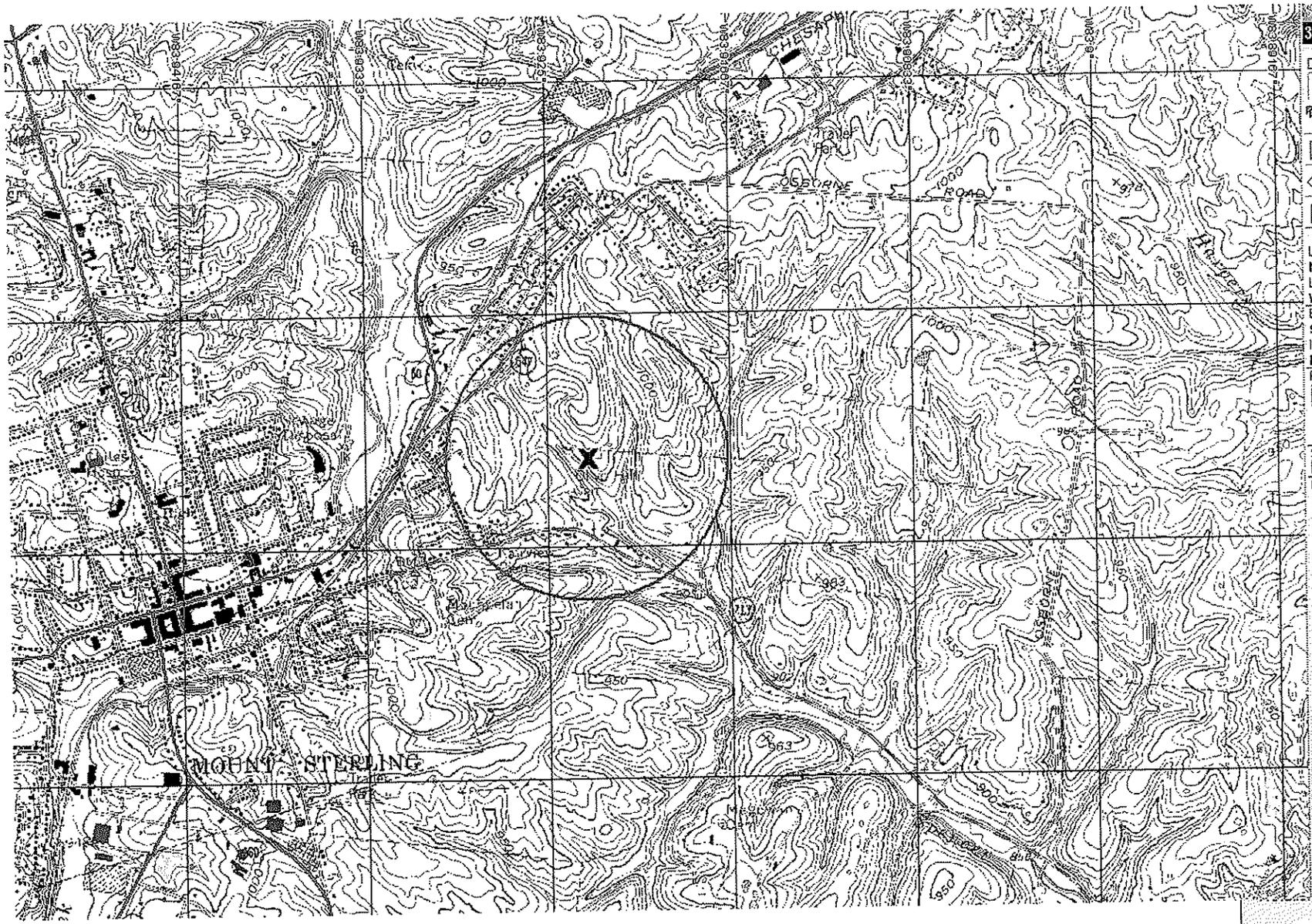
P. All

EXHIBIT E

Edwington Grid Map



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



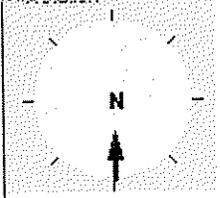
3D TopoQuads

Detail:

13-0

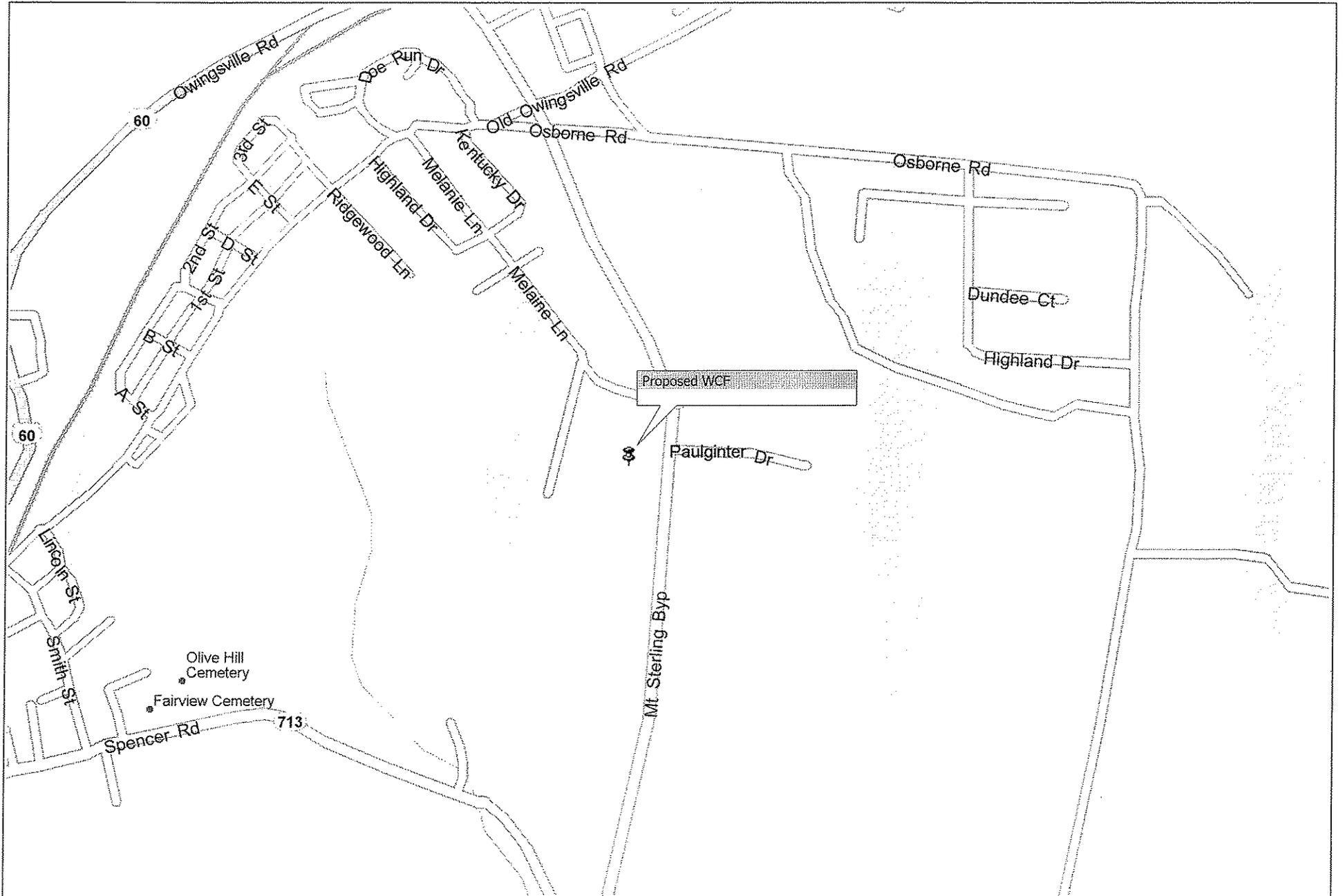


Latitude: 1138.04518°
Longitude: W83.89470°
Elevation: 901 feet
Interval: 11:1
Photo Zoom: 100%
Scale: 1000 ft
Datum: WGS84



Edwington Search Area

Kentucky, United States, North America



Competing Utilities, Corporations or Persons

American Tower

Crown Communication

SBA Towers

Verizon

Sprint / Nextel

T-Mobile

Bluegrass Cellular

RamCell Cellular

EXHIBIT F



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

Aeronautical Study No.
 2008-ASO-3793-OE

Issued Date: 08/11/2008

Muayyad Mustafa (pm)
 AT&T Mobility - South
 5601 Legacy Dr.
 MS: A-3
 Plano, TX 75024

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

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

Structure: Antenna Tower EDWINGTON
 Location: Mount Sterling, KY
 Latitude: 38-03-48.10N NAD 83
 Longitude: 83-55-02.96W
 Heights: 265 feet above ground level (AGL)
 1203 feet above mean sea level (AMSL)

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

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

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

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

This determination expires on 02/11/2010 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 (718) 553-4542. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2008-ASO-3793-OE.

Signature Control No: 584452-103176746
Katie Venticinque
Technician

(DNE)

Attachment(s)
Frequency Data

Frequency Data for ASN 2008-ASO-3793-OE

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

Kentucky Transportation Cabinet, Kentucky Airport Zoning Commission, 90 Airport Road, Frankfort KY 40601

Kentucky Aeronautical Study Number

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

INSTRUCTIONS INCLUDED

1. APPLICANT - Name, Address, Telephone, Fax, etc.
AT&T Wireless
LISA GLASS
5310 MARYLAND WAY
Brentwood, TN. 37027
615-221-3583

9. Latitude: 38° 03' 48.10"
10. Longitude: 83° 55' 02.96"
11. Datum: NAD83 NAD27 Other
12. Nearest Kentucky City: MT. STERLING County Montgomery

2. Representative of Applicant -- Name, Address, Telephone, Fax
NSORO
WILL JACOBS
1000 REED LANE
SIMPSONVILLE, KY. 40067
502-550-0015 Phone
502-805-0744 FAX

13. Nearest Kentucky public use or Military airport:
MT. STERLING - Montgomery County Airport
14. Distance from #13 to Structure: 2.75 NM
15. Direction from #13 to Structure: EAST

3. Application for: New Construction Alteration Existing

16. Site Elevation (AMSL): 938' Feet

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

17. Total Structure Height (AGL): 260' Feet

5. Work Schedule: Start TBV End _____

18. Overall Height (#16 + #17) (AMSL): 1198 Feet

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

19. Previous FAA and/or Kentucky Aeronautical Study Number(s):
N/A

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

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)
See ATTACHMENT

8. FAA Aeronautical Study Number: 2008-ASD-3793-0E

21. Description of Proposal:
Telecommunications Tower
Site NAME: Edwington

22. Has a "NOTICE OF CONSTRUCTION OR ALTERATION" (FAA Form 7460-1) been filed with the Federal Aviation Administration?
 No Yes, When 8/11/2008

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.

William E. Jacobs PM *Will Jacobs* 9/2/2008
Printed Name and Title Signature Date

PENALTIES: Persons failing to comply with Kentucky Revised Statutes (KRS 183.801 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

Kentucky Transportation Cabinet, Kentucky Airport Zoning Commission, 90 Airport Road, Frankfort KY 40601

Kentucky Aeronautical Study Number

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

INSTRUCTIONS INCLUDED

1. APPLICANT -- Name, Address, Telephone, Fax, etc.
 AT&T Wireless
 LISA GLASS
 5310 MARYLAND WAY
 Brentwood, TN. 37027
 615-221-3583

9. Latitude: 38° 03' 48.10"
 10. Longitude: 83° 55' 02.96"
 11. Datum: NAD83 NAD27 Other _____
 12. Nearest Kentucky City: MT. STERLING County Montgomery

2. Representative of Applicant -- Name, Address, Telephone, Fax
 NSORO
 Will JACOBS
 1000 Reed Lane
 Simpsonville, KY. 40067
 502-550-0015 Phone
 502-805-0744 FAX

13. Nearest Kentucky public use or Military airport:
MT. STERLING - Montgomery County Airport
 14. Distance from #13 to Structure: 2.75 NM
 15. Direction from #13 to Structure: EAST

3. Application for: New Construction Alteration Existing
 4. Duration: Permanent Temporary (Months _____ Days _____)
 5. Work Schedule: Start TBD End _____
 6. Type: Antenna Tower Crane Building Power Line
 Landfill Water Tank Other _____

16. Site Elevation (AMSL): 938' Feet
 17. Total Structure Height (AGL): 260' Feet
 18. Overall Height (#16 + #17) (AMSL): 1198 Feet
 19. Previous FAA and/or Kentucky Aeronautical Study Number(s):
N/A

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 2008-ASD-3793-0E

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)
See ATTACHMENT

21. Description of Proposal:
Telecommunications Tower
Site NAME: Edwington

22. Has a "NOTICE OF CONSTRUCTION OR ALTERATION" (FAA Form 7460-1) been filed with the Federal Aviation Administration?
 No Yes, When 8/11/2008

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.
William E. Jacobs PM Will Jacobs 9/2/2008
 Printed Name and Title Signature Date

PENALTIES: Persons failing to comply with Kentucky Revised Statutes (KRS 183.801 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 _____

Form 7460-1 for ASN: 2008-ASO-3793-OE

For information only.

This proposal has not yet been studied. Study outcomes will be posted at a later date.
Public comments are not requested, and will not be considered at this time.

Overview				
Study (ASN): 2008-ASO-3793-OE	Received Date: 07/08/2008			
Prior Study:	Entered Date: 07/08/2008			
Status: Work In Progress	Map: View Map			
Construction Info	Structure Summary			
Notice Of: Construction	Structure Type: Antenna Tower			
Duration: Permanent (Months: 0 Days: 0)	Other Description: EDWINGTON			
Work Schedule:	NACG Number:			
	FCC Number:			
Structure Details	Height and Elevation			
Latitude (NAD 83): 38° 03' 48.10" N	Proposed			
Longitude (NAD 83): 83° 55' 02.96" W	Site Elevation: 938			
Datum: NAD 83	Structure Height: 265			
City: Mount Sterling	Total Height (AMSL): 1203			
State: KY				
Frequencies				
Low Freq	High Freq	Unit	ERP	Unit
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W

EXHIBIT G

ULS License

Cellular License - KNKN956 - NEW CINGULAR WIRELESS PCS, LLC

Call Sign	KNKN956	Radio Service	CL - Cellular
Status	Active	Auth Type	Regular

Market

Market	CMA450 - Kentucky 8 - Mason	Channel Block	B
Submarket	0	Phase	2

Dates

Grant	08/21/2001	Expiration	10/01/2011
Effective	02/08/2007	Cancellation	

Five Year Buildout Date

03/13/1997

Control Points

1 2601 Palumbo Drive, Lexington, KY
P: (606)269-1050

Licensee

FRN	0003291192	Type	Limited Liability Company
-----	------------	------	---------------------------

Licensee

NEW CINGULAR WIRELESS PCS, LLC	P:(469)229-7422
5601 LEGACY DRIVE, MS: A-3	F:(469)229-7297
PLANO, TX 75024	E:KELLYE.E.ABERNATHY@CINGULAR.COM
ATTN KELLYE E. ABERNATHY	

Contact

AT&T MOBILITY LLC	P:(202)255-1679
DAVID C JATLOW	F:(561)279-2097
11760 US HIGHWAY 1	E:DAVID.JATLOW@CINGULAR.COM
NORTH PALM BEACH, FL 33408	

Ownership and Qualifications

Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership

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

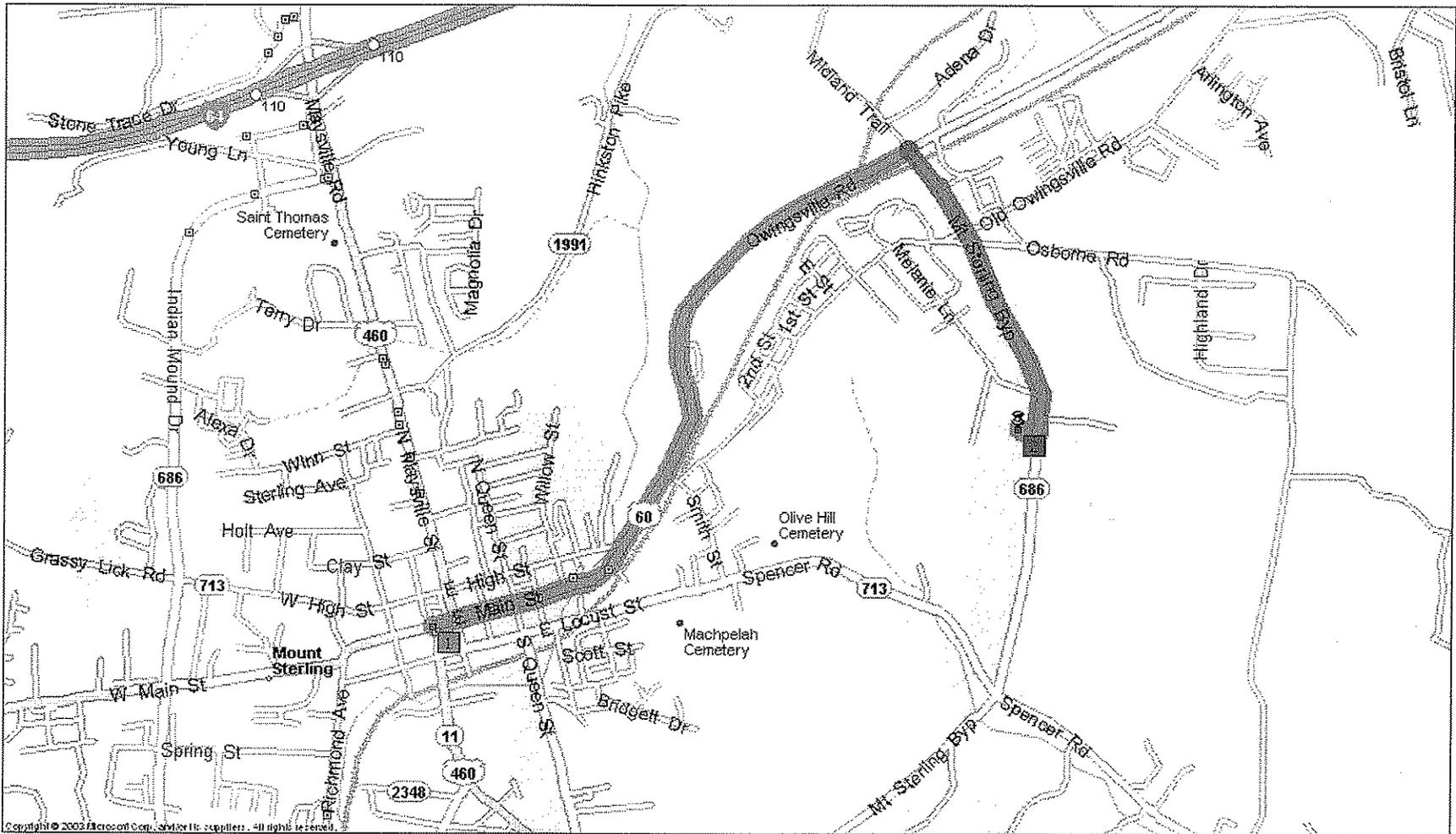
Basic Qualifications

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

Demographics

Race		
Ethnicity		Gender

EXHIBIT H



Directions from County Seat to Proposed Tower Site:

Depart 44 West Main Street, Mt. Sterling, KY for approximately 2.0 miles due East and turn right onto State Route 686 (Indian Mound Drive). Remain on Indian Mound Drive for approximately 0.8 miles until you reach proposed tower site at 6600 Indian Mound Drive.

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

Market: BTA 252
Cell Site Number: 252G0173
Cell Site Name: Edwington
Fixed Asset Number: 10118445

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Harold D. Wright and Gail Wright, husband and wife, having a mailing address of 6600 Indian Mound Drive, Mount Sterling, Kentucky 40353 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, Georgia 30071 (hereinafter referred to as "**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 6600 Indian Mound Drive, in the County of Montgomery, State of Kentucky (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the Property containing approximately 10,000 square feet including the air space above such room/cabinet/ground space as described on attached **Exhibit 1**, together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises as described on the attached **Exhibit 1** (collectively, the "**Premises**").

(b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of [REDACTED] within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional one (1) year upon written notification to Landlord and the

payment of an additional [REDACTED] no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) The Option may be sold, assigned or transferred at any time by Tenant to Tenant's parent company or member if Tenant is a limited liability company or any affiliate or subsidiary of, or partner in, Tenant or its parent company or member, or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Initial Option Term or any extension thereof, or during the term of this Agreement if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**," which includes (without limitation) the remainder of the structure) or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Any sale of the Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Initial Option Term or any extension thereof, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

2. PERMITTED USE.

(a) Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described on **Exhibit 1** as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("**Tenant Changes**"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to

the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

(b) Prior to the initial installation of Tenant's Changes, Tenant will supply the Landlord with plans and specifications ("Plans") to be reviewed and approved by the Landlord prior to commencement of Tenant's Changes. Landlord's approval will not be unreasonably withheld, conditioned or delayed (and in no event delayed beyond twenty (20) days). After Landlord's (i) failure to respond in writing to Tenant's proposed Plans within twenty (20) days of their receipt; or (ii) failure to provide a written response within ten (10) days of receipt of Plans revised by Tenant after comment from Landlord in accordance with this paragraph, the Plans will be deemed approved. After approval or deemed approval, the Plans will be considered incorporated in this Agreement as **Exhibit 1**. If the Landlord disapproves the Plans then the Tenant will provide the Landlord with revised Plans, such revisions to be within Tenant's reasonable discretion. In the event Landlord disapproves of the Plans upon a second (2nd) submission, Tenant may terminate this Agreement. Landlord will not knowingly permit or suffer any person to copy or utilize the Plans for any purpose other than as provided in this Agreement and will return the Plans to Tenant promptly upon request.

3. TERM.

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) annual anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the fourth (4th) extended term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the fourth (4th) extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4th) extended term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("**Term**").

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay the Landlord a monthly rental payment of [REDACTED] ("**Rent**"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by [REDACTED] over the Rent paid during the previous Term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(d) by Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b), 6(a), 6(b), 6(c), 8, 11(d), 18, 19 or 23(j) of this Agreement.

7. INSURANCE.

Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of Five Million Dollars \$5,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property, and a copy of the insurance certificate shall be provided to the Landlord.

8. INTERFERENCE.

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and

continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation.

Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Paragraph 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

12. ACCESS.

(a) At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Landlord acknowledges that in the event Tenant cannot access the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Paragraph 12, such failure shall be a default under this Lease. In connection with such default, in addition to any other rights or remedies available to Tenant under this Lease or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages, including, but not limited to, its lost profits, until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth herein are a reasonable approximation of such damages. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant. Any easement provided by Landlord to Tenant shall have the same Term as the Agreement.

(b) Landlord shall maintain and repair all access roadways from the nearest public roadway up to the beginning of the Tenant's access road in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Tenant. Tenant shall maintain and repair Tenant's access road to the Communication Facility in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Landlord.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at

any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove footings, foundations, and concrete will be removed to a depth of one-foot below grade. Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Tenant be required to remove from the Premises or the Property any underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within thirty days of receipt of the usage data and required forms. Failure by Landlord to perform this function will limit utility fee recovery by Landlord to a 12-month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least 24 hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hour per day, seven (7) day per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, the Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and

all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

16. **ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, provided that the assignee or sublessee assumes, recognizes and also agrees to become responsible to the Landlord for the performance of all terms and conditions of this Agreement. Upon notification to Landlord by Tenant of any such action, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. **NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #252G0173; Cell Site Name: Edwington
 Fixed Asset No: 10118445
 6100 Atlantic Boulevard
 Norcross, GA 30071

With a copy to: New Cingular Wireless PCS, LLC
 Attn: Legal Department
 Re: Cell Site #252G0173; Cell Site Name: Edwington
 Fixed Asset No: 10118445
 5565 Glenridge Connector
 Suite 1700
 Atlanta, GA 30342

If to Landlord: Harold D. Wright and Gail Wright
 6600 Indian Mound Drive
 Mount Sterling, KY 40353

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord will send the below documents (in section 17(b)(i) to Tenant. In the event Tenant does not receive such appropriate documents, Tenant shall not be responsible for any failure to pay the current landlord

- (i) a. Old deed to Property
- b. New deed to Property
- c. Bill of Sale or Transfer
- d. Copy of current Tax Bill
- e. New W-9
- f. New Payment Direction Form
- g. Full contact information for new Landlord including all phone numbers

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to

render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any known casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facility is completed.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. **TAXES.** Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, but in no event later than thirty (30) days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for all increases in taxes for the year covered by the assessment. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

22. **SALE OF PROPERTY/RIGHT OF FIRST REFUSAL.**

(a) If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide or rezone any of the Premises, all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and Tenant's rights hereunder. Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be

prohibited from the selling, leasing or use of any of the Property or the Surrounding Property for non-wireless communication use. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. The provisions of this Paragraph 22 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above.

(b) If at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("**Purchase Offer**"), Landlord shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects. Tenant shall have the right within thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract substantially similar to the Purchase Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may assign the rental stream pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Subparagraph 22(B), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Landlord shall re-offer to Tenant, pursuant to the procedure set forth in this subparagraph 22(b), the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of, Landlord and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Agreement.

23. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; and (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(i) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(j) **Severability.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

(k) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. It being understood that all parties need not sign the same counterpart.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:

Print Name: _____

Print Name: _____

"LANDLORD"

Harold D. Wright and Gail Wright,
husband and wife

By: Harold Wright
Print Name: HAROLD WRIGHT

By: Gail Wright
Print Name: Gail Wright

Date: 3/31/08

"TENANT"

New Cingular Wireless PCS, LLC,
By: AT&T Mobility Corporation
Its: Manager

By: [Signature]
Print Name: William Plantz
Title: Executive Director
Network Operations

Date: 4/1/08

Print Name: _____

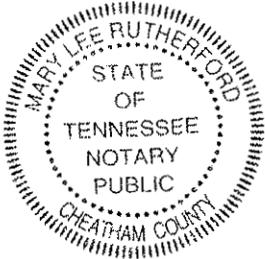
Print Name: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF Tennessee)
COUNTY OF Williams) ss:

On the 24 day of April, 2008, before me personally appeared William Plantz and acknowledged under oath that he is the Executive Director of New Circular Warehouse, the Executive Director named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Executive Director.



Mary Lee Rutherford
Notary Public: MY COMMISSION EXPIRES: March 29, 2010
My Commission Expires: March 29, 2010

LANDLORD ACKNOWLEDGMENT

STATE OF Kentucky)
COUNTY OF Montgomery) ss:

BE IT REMEMBERED, that on this 31st day of March, 2008 before me, the subscriber, a person authorized to take oaths in the State of Kentucky, personally appeared HAROLD D, WRIGHT and GAIL WRIGHT who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Robert H. Crum
Notary Public: Robert H. Crum
My Commission Expires: 1-15-2010

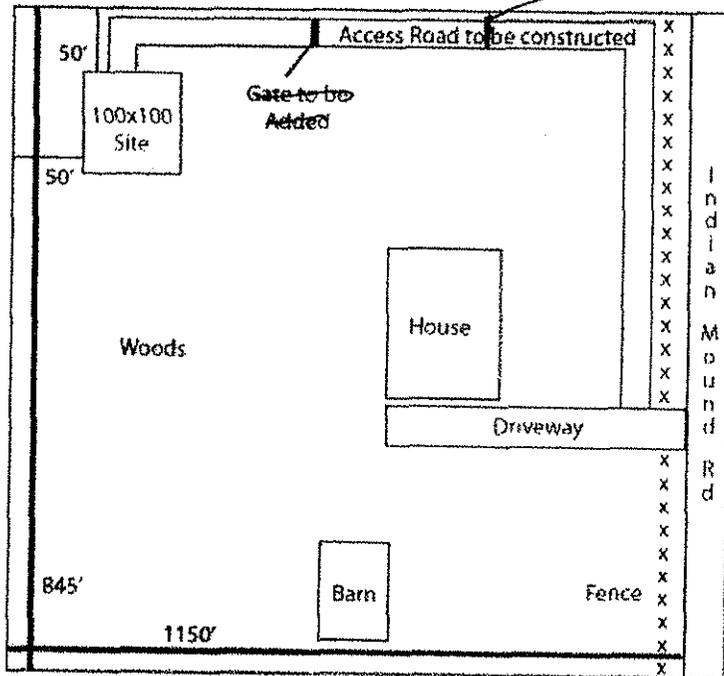
EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 1

to the Agreement dated April 24, 2008, by and between Harold D. Wright and Gail Wright, husband and wife, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, as Tenant.

The Premises are described and/or depicted as follows: *Gate*



Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

EXHIBIT I



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

7-25-08

STATE OF KENTUCKY
JOHN CHARLES
3152
LICENSED PROFESSIONAL LAND SURVEYOR

John Charles

SITE NAME: EDWINGTON

SITE I.D.: 25260173

SITE ADDRESS:
6600 INDIAN MOUND DRIVE
MT. STERLING, MONTGOMERY CO., KY 40353

LEASE AREA: 10,000 SQ. FT.

PROPERTY OWNER:
HAROLD & GAIL WRIGHT
6600 INDIAN MOUND DRIVE
MT. STERLING, KY 40353

TAX MAP NUMBER: 31

PARCEL NUMBER: 48

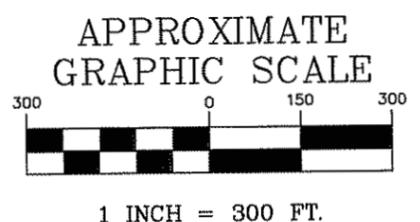
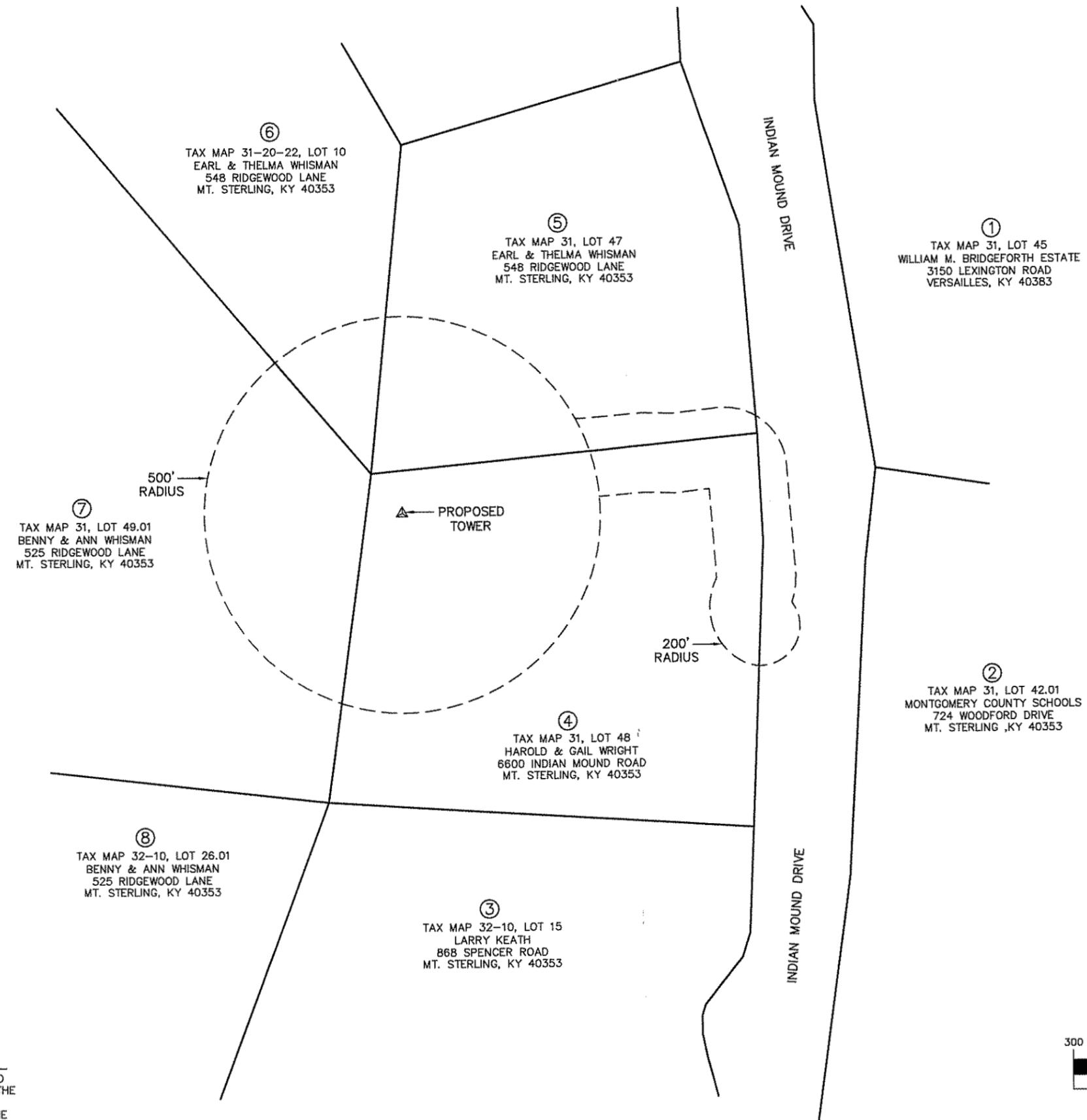
SOURCE OF TITLE:
DEED BOOK 194, PAGE 581

LATITUDE: 38° 03' 48.102"N
LONGITUDE: 83° 55' 02.962"W

NO.	REVISION/ISSUE	DATE
1	UPDATE C1 SHEET	7/25/08

TITLE:
500' RADIUS VICINITY MAP

SHEET:
C-1



GENERAL NOTE:

THE PROPERTY OWNERS NAMES, ADDRESS AND DEED INFORMATION SHOWN HEREON WERE OBTAINED FROM THE RECORDS OF MONTGOMERY COUNTY, KY PROPERTY VALUATION ADMINISTRATION OFFICE ON 3/24/08. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESS DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES.

THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY.



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

7-25-08

STATE OF KENTUCKY
JOHN CHARLES
3152
LICENSED PROFESSIONAL LAND SURVEYOR
John Charles

SITE NAME: EDWINGTON

SITE I.D.: 252G0173

SITE ADDRESS: 6600 INDIAN MOUND DRIVE
MT. STERLING, MONTGOMERY CO., KY 40353

LEASE AREA: 10,000 SQ. FT.

PROPERTY OWNER: HAROLD & GAIL WRIGHT
6600 INDIAN MOUND DRIVE
MT. STERLING, KY 40353

TAX MAP NUMBER: 31

PARCEL NUMBER: 48

SOURCE OF TITLE: DEED BOOK 194, PAGE 581

LATITUDE: 38° 03' 48.102"N
LONGITUDE: 83° 55' 02.962"W

NO.	REVISION/ISSUE	DATE
1	UPDATE C1 SHEET	7/25/08

TITLE: 500' RADIUS OWNER LIST

SHEET: C-1A

①
TAX MAP 31, LOT 45
WILLIAM M. BRIDGEFORTH ESTATE
3150 LEXINGTON ROAD
VERSAILLES, KY 40383

②
TAX MAP 31, LOT 42.01
MONTGOMERY COUNTY SCHOOLS
724 WOODFORD DRIVE
MT. STERLING, KY 40353

③
TAX MAP 32-10, LOT 15
LARRY KEATH
868 SPENCER ROAD
MT. STERLING, KY 40353

④
TAX MAP 31, LOT 48
HAROLD & GAIL WRIGHT
6600 INDIAN MOUND ROAD
MT. STERLING, KY 40353

⑤
TAX MAP 31, LOT 47
EARL & THELMA WHISMAN
548 RIDGEWOOD LANE
MT. STERLING, KY 40353

⑥
TAX MAP 31-20-22, LOT 10
EARL & THELMA WHISMAN
548 RIDGEWOOD LANE
MT. STERLING, KY 40353

⑦
TAX MAP 31, LOT 49.01
BENNY & ANN WHISMAN
525 RIDGEWOOD LANE
MT. STERLING, KY 40353

⑧
TAX MAP 32-10, LOT 26.01
BENNY & ANN WHISMAN
525 RIDGEWOOD LANE
MT. STERLING, KY 40353

GENERAL NOTE:

THE PROPERTY OWNERS NAMES, ADDRESS AND DEED INFORMATION SHOWN HEREON WERE OBTAINED FROM THE RECORDS OF MONTGOMERY COUNTY, KY PROPERTY VALUATION ADMINISTRATION OFFICE ON 3/24/08. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESS DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES.

BRIGGS LAW OFFICE, PSC

TODD R. BRIGGS

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction
Wireless Telecommunications Facility**

William M. Bridgeforth Estate
3150 Lexington Road
Versailles, KY 40383

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 6600 Indian Mound Drive, Mt. Sterling, Kentucky 40353. A map showing the location is attached. The proposed facility will include a 250 foot self-support tower, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2008-00388 in any correspondence.

Sincerely,



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

Enclosure

BRIGGS LAW OFFICE, PSC

TODD R. BRIGGS

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction
Wireless Telecommunications Facility**

Montgomery County Schools
724 Woodford Drive
Mt. Sterling, KY 40353

Via Certified Mail Return Receipt Requested

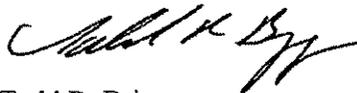
Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 6600 Indian Mound Drive, Mt. Sterling, Kentucky 40353. A map showing the location is attached. The proposed facility will include a 250 foot self-support tower, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2008-00388 in any correspondence.

Sincerely,



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

Enclosure

BRIGGS LAW OFFICE, PSC

TODD R. BRIGGS

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction
Wireless Telecommunications Facility**

Larry Keath
868 Spencer Road
Mt. Sterling, KY 40353

Via Certified Mail Return Receipt Requested

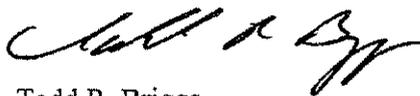
Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 6600 Indian Mound Drive, Mt. Sterling, Kentucky 40353. A map showing the location is attached. The proposed facility will include a 250 foot self-support tower, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2008-00388 in any correspondence.

Sincerely,



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

Enclosure

BRIGGS LAW OFFICE, PSC

TODD R. BRIGGS

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction
Wireless Telecommunications Facility**

Earl & Thelma Whisman
548 Ridgewood Lane
Mt. Sterling, KY 40353

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 6600 Indian Mound Drive, Mt. Sterling, Kentucky 40353. A map showing the location is attached. The proposed facility will include a 250 foot self-support tower, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2008-00388 in any correspondence.

Sincerely,



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

Enclosure

BRIGGS LAW OFFICE, PSC
TODD R. BRIGGS
17300 POLO FIELDS LANE
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction
Wireless Telecommunications Facility**

Benny & Ann Whisman
525 Ridgewood Lane
Mt. Sterling, KY 40353

Via Certified Mail Return Receipt Requested

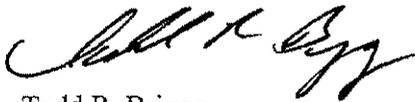
Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 6600 Indian Mound Drive, Mt. Sterling, Kentucky 40353. A map showing the location is attached. The proposed facility will include a 250 foot self-support tower, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2008-00388 in any correspondence.

Sincerely,



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

Enclosure

EXHIBIT J

BRIGGS LAW OFFICE, PSC

TODD R. BRIGGS

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

Via Certified Mail Return Receipt Requested

Honorable Floyd Arnold
Montgomery County Judge Executive
44 West Main Street
Mt. Sterling, KY 40353

**RE: Notice of Proposal to Construct Wireless Telecommunications Facility
Kentucky Public Service Commission--Case No. 2008-00388**

Dear Judge Arnold:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 6600 Indian Mound Drive, Mt. Sterling, Kentucky 40353. A map showing the location is attached. The proposed facility will include a 250 foot self-support tower, plus related ground facilities.

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

Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2008-00388 in any correspondence.

Sincerely,



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

Enclosure

BRIGGS LAW OFFICE, PSC

TODD R. BRIGGS

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

Via Certified Mail Return Receipt Requested

Kenny Jones
Montgomery County Commissioner
175 Greenhill Way
Mt. Sterling, KY 40353

**RE: Notice of Proposal to Construct Wireless Telecommunications Facility
Kentucky Public Service Commission--Case No. 2008-00388**

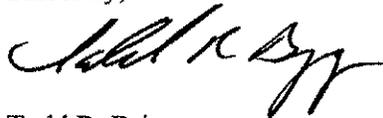
Dear Commissioner Jones:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 6600 Indian Mound Drive, Mt. Sterling, Kentucky 40353. A map showing the location is attached. The proposed facility will include a 250 foot self-support tower, plus related ground facilities.

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

Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2008-00388 in any correspondence.

Sincerely,



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

Enclosure

EXHIBIT K

PUBLIC NOTICE

New Cingular Wireless PCS, LLC
proposes to construct a
telecommunications

TOWER

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

Briggs Law Office, PSC
17300 Polo Fields Lane
Louisville, KY 40245
(502) 254-3756

OR

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

Please refer to Commission's
Case #2008-00388

in your correspondence.

PUBLIC NOTICE

New Cingular Wireless PCS, LLC
proposes to construct a
telecommunications

TOWER

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

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

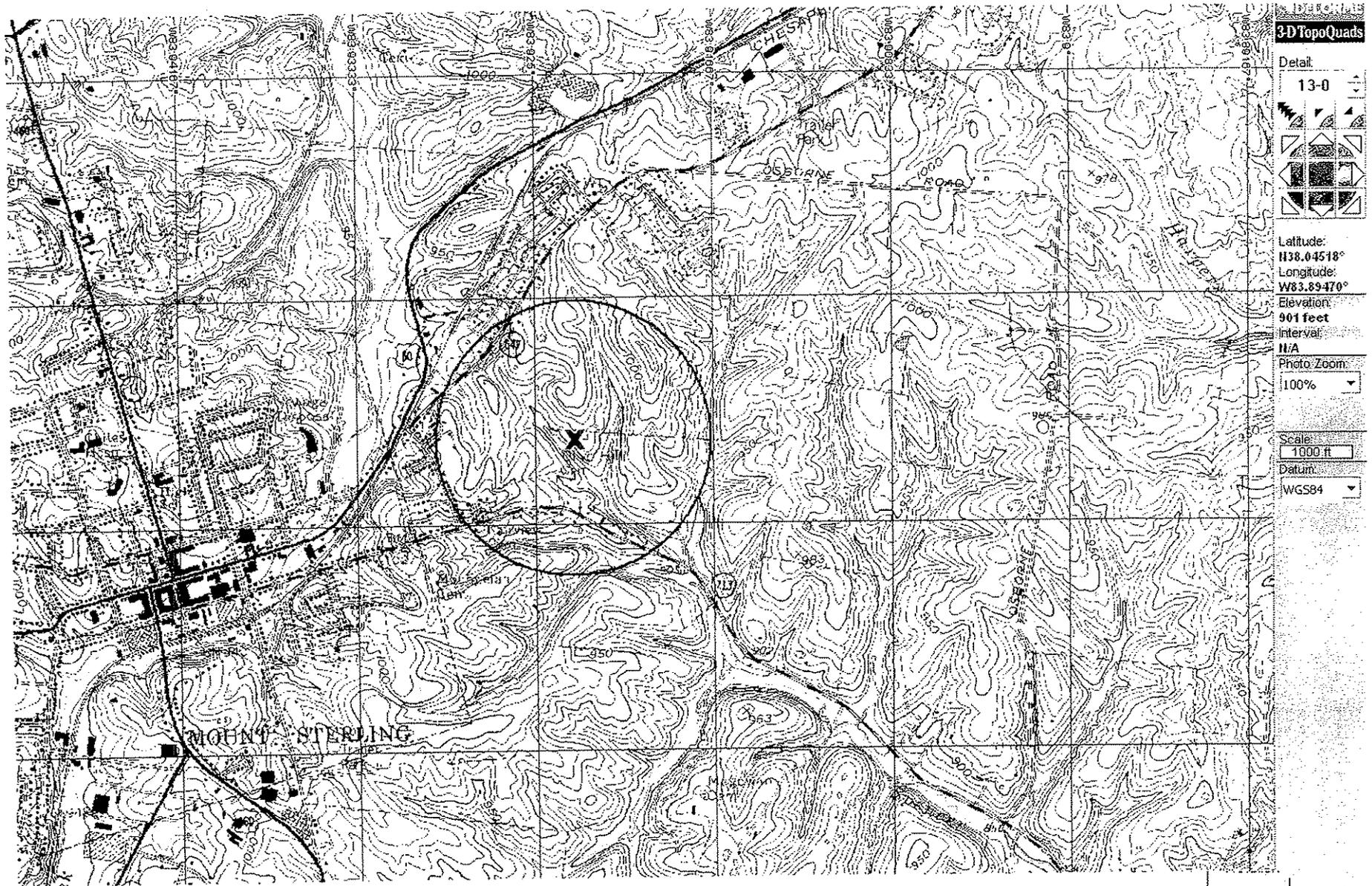
OR

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

Please refer to Commission's
Case #2008-00388

in your correspondence.

EXHIBIT L



3-D TopoQuads

Detail:

13-0



Latitude:

N38.04518°

Longitude:

W83.89470°

Elevation:

901 feet

Interval:

11/A

Photo Zoom:

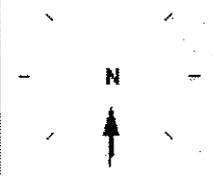
100%

Scale:

1000 ft

Datum:

WGS84



Edwington Search Area

EXHIBIT M



AT&T Mobility
3231 N. Green River Rd.
Evansville, IN 47715

Sherri A Lewis
RF Design Engineer - Kentucky
3231 North Green River Road
Evansville, IN 47715
Phone: 812-457-3327

July 14, 2008

To Whom It May Concern:

Dear Sir or Madam:

This letter is to state the need of the proposed AT&T site called Edwington, to be located in Montgomery County, KY. The Edwington site is necessary to maintain the quality of service to our customers on the east side of Mount Sterling. This site will provide additional capacity that cannot be added in another manner. Each cellular site has a limit on the amount of calls that can be handled by that site. As the usage on a site grows, additional radios are added to handle the increase in usage. Once the site reaches its limit on radios to carry the traffic in a quality manner, an additional site must be added to meet the demands of the customers. The sectors surrounding the proposed Edwington site will exhaust their ability to carry the cellular traffic in the near future.

AT&T uses a Voice Channel Forecast (VCF) to determine when a site will exceed its ability to carry the demand in its service area. The VCF takes into account the growth in the area and the quality of service.

The Edwington site will allow AT&T to continue to provide quality service in the Mount Sterling area. The site will provide the capacity demanded by our customers in a quality manner. Customers will experience improved reliability, better in-building coverage, and improved access to emergency 911 services.

A handwritten signature in black ink, appearing to read "Sherri A Lewis".

Sherri A Lewis
RF Design Engineer



AT&T Mobility
3231 N. Green River Rd.
Evansville, IN 47715

Sherri A Lewis
RF Design Engineer - Kentucky
3231 North Green River Road
Evansville, IN 47715
Phone: 812-457-3327

July 14, 2008

To Whom It May Concern:

Dear Sir or Madam:

This letter is to state that there is no more suitable location reasonably available from which adequate service can be provided in the area of the proposed Edwington site. There are no collocation opportunities available as there are no tall structures located within this site's search area.

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

Sherri A Lewis
RF Design Engineer



AT&T Mobility
3231 N. Green River Rd.
Evansville, IN 47715

Sherri A Lewis
RF Design Engineer - Kentucky
3231 North Green River Road
Evansville, IN 47715
Phone: 812-457-3327

July 14, 2008

To Whom It May Concern:

Dear Sir or Madam:

This letter is to serve as documentation that the proposed AT&T site called Edwington, to be located in Montgomery County, KY at Latitude 38-03-48.10 North, Longitude 083-55-02.96 West, has been designed, and will be built and operated in accordance with all applicable FCC and FAA regulations.

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

Sherri A Lewis
RF Design Engineer