COMMONWEALTH OF KENTUCKY
BEFORE THE 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 NEAR HIGHWAY 11 NORTH, GIRDLER, KNOX COUNTY, KENTUCKY, 40943	CASE: **2008-00458**

SITE NAME: GIRDLER (098G0127)

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 Knox 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 Highway 11 North, Girdler, Kentucky 40943 (36° 56' 28.683" North Latitude, 83° 50" 31.937" West Longitude (NAD 83)), in an area entirely within Knox County. The property in which the WCF will be located is currently owned by Paris and Mae Lee, pursuant to that Deed of record in Deed Book 109, Page 250 in the Office of the Knox County Clerk. The proposed WCF will consist of a 300 foot self-support tower with an approximately 10-foot tall lightning arrestor attached to the top of the tower for a total height of 310 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 geotechnical engineering report was performed at the WCF site by Terracon Consultants, of Louisville, Kentucky, dated September 26, 2008 and is attached as **Exhibit E**. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who prepared the report is included as part of the exhibit.

8. A list of public utilities, corporations, and or persons with whom the proposed WCF is likely to compete with is attached as **Exhibit F**. 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 F**.

9. The Federal Aviation Administration Determination of No Hazard to Air Navigation is attached as **Exhibit G**. The Kentucky Airport Zoning Commission Application for Permit to Construct or Alter a Structure was filed by the Applicant on September 15, 2008 and is also attached as **Exhibit G**. Approval from the KAZC will be forwarded once received.

10. The Applicant operates on frequencies licensed by the Federal Communications Commission pursuant to applicable federal requirements. Copies of the licenses are attached as **Exhibit H**. Appropriate FCC required signage will be posted on the site.

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. 21121C0155E dated August 16, 2006 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 I**, 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 I**.

14. Applicant has notified every person of the proposed construction who, according to the records of the Knox 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 J**. Copies of the certified letters sent to the referenced property owners are attached as **Exhibit J**.

15. Applicant has notified the Knox County Judge Executive by certified mail, return receipt requested, of the proposed construction. The notice included the docket number under which the Application will be processed and informed the Knox County Judge Executive of his right to request intervention. Copy of the notice is attached as **Exhibit K**.

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 L**. Such signs shall remain posted for at least two weeks after filing the Application. Notice of the proposed construction has been posted in a newspaper of general circulation in the county in which the construction is proposed (The Barbourville Mountain Advocate).

17. The site of the proposed WCF is located in an undeveloped area near Girdler, 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 M**.

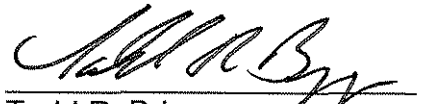
20. No reasonably available telecommunications tower, or other suitable structure capable of supporting the Applicant's facilities which would provide adequate service to the area exists.

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
Exhibit D	Structural Design Report
Exhibit E	Geotechnical Engineering Report
Exhibit F	Competing Utilities List and Map of Like Facilities, General Area
Exhibit G	FAA Determination of No Hazard KAZC Application
Exhibit H	FCC Documentation
Exhibit I	Directions to Site and Copy of Lease Agreement
Exhibit J	Notification Listing and Copy of Property Owner Notifications
Exhibit K	Copy of County Judge Executive/Commissioner Notices
Exhibit L	Copy of Posted Notices
Exhibit M	Map of Search Area
Exhibit N	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.

COMMONWEALTH OF KENTUCKY
OFFICE OF SECRETARY OF STATE

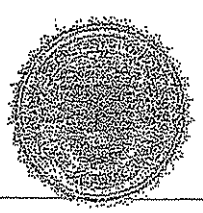
Trey Grayson
Secretary of State
Commonwealth of Kentucky
67612/0481848

Delaware

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

2445544 8100

AUTHENTICATION: 3434823

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 20th day of October, 2004.

AT&T WIRELESS PCS, LLC

By: Cingular Wireless LLC, its Manager

By: Joanne Todaro
Name: Joanne Todaro
Title: Assistant Secretary

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.

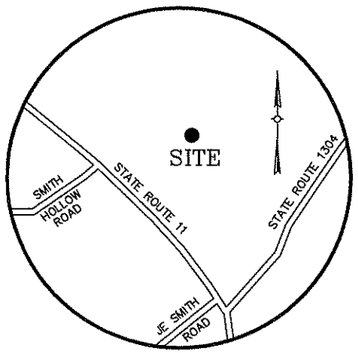
SECOND: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

DATED this 7 day of September, 1999.

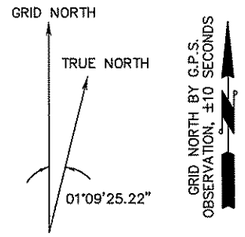
AT&T WIRELESS SERVICES, INC.,
As Authorized Person

Mark U. Thomas, Vice President

Exhibit B



LOCATION MAP
GIRDLER, KNOX CO., KY
NOT TO SCALE



NORTH IS BASED ON THE KENTUCKY STATE PLANE COORDINATE SYSTEM, SOUTH ZONE AND WAS DETERMINED BY COMPUTATION FROM G.P.S OBSERVATION ON JULY 31, 2008.

LEGEND

- DHU — EXISTING OVERHEAD UTILITIES
- FENCE LINE
- SURVEY LINE
- UTILITY POLE
- GUY WIRE
- FIRE HYDRANT
- TREE
- FOUND WOOD FENCE POST
- SET #5 REBAR WITH CAP STAMPED "J CHARLES #3152" UNLESS OTHERWISE NOTED

COORDINATE POINT LOCATION
PROPOSED TOWER CENTERLINE
NAD 1983
LATITUDE: 36°56'28.683"N
LONGITUDE 83°50'31.937"W
ELEVATION: 1186.94' (NAVD 88)
STATE PLANE COORDINATE
NORTHING: 1867398.02
EASTING: 2197927.47

BENCHMARK
NORTH: 1867352.06
EAST: 2197965.06
ELEVATION: 1178.41' (NAVD 88)
LOCATION: IRON PIN WITH CAP (BTM TRAVERSE)

FLOOD PLAIN CERTIFICATION

I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 21121C0155E DATED AUGUST 16, 2006 AND THE LEASE AREA DOES NOT APPEAR TO BE IN A FLOOD PRONE AREA.

LEGAL DESCRIPTION

THIS IS THE DESCRIPTION FOR AT&T, FOR AN AREA TO BE LEASED FROM A TRACT OF LAND CONVEYED TO PARIS & MAE LEE BY DEED OF RECORD IN DEED BOOK 109, PAGE 250 IN THE OFFICE OF THE COUNTY CLERK OF KNOX COUNTY, KENTUCKY AND FURTHER DESCRIBED AS FOLLOWS:

DESCRIPTION OF PROPOSED LEASE AREA AND EASEMENT

NOTE: ALL BEARINGS AND DISTANCES ARE BASED ON KENTUCKY STATE PLANE COORDINATE SYSTEM SOUTH ZONE

BEGINNING AT A FOUND WOOD FENCE POST AT THE NORTHEAST PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO PARIS & MAE LEE BY DEED OF RECORD IN DEED BOOK 109, PAGE 250 IN THE OFFICE OF THE COUNTY CLERK OF KNOX COUNTY, KENTUCKY; THENCE N72°36'43"W, 128.36 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, N52°58'05"W, 124.91 FEET TO A SET REBAR; THENCE N47°38'14"E, 112.67 FEET TO A SET REBAR; THENCE S61°07'07"E, 49.57 FEET TO A SET REBAR; THENCE S11°57'19"W, 130.03 FEET TO THE TRUE THE POINT OF BEGINNING AND CONTAINING 10,000 SQUARE FEET.

ALSO, THE RIGHT TO USE FOR ACCESS & UTILITIES FOR THE ABOVE DESCRIBED LEASE AREA, A 30 FOOT WIDE EASEMENT THE CENTERLINE DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND WOOD FENCE POST AT THE NORTHEAST PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO PARIS & MAE LEE BY DEED OF RECORD IN DEED BOOK 109, PAGE 250 IN THE OFFICE OF THE COUNTY CLERK OF KNOX COUNTY, KENTUCKY; THENCE N72°36'43"W, 128.36 FEET TO A POINT; THENCE N52°58'05W, 120.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE WITH SAID EASEMENT CENTERLINE THE FOLLOWING FOUR CALLS, S25°57'18"W, 157.50 FEET TO A POINT; THENCE S20°43'41"W, 167.81 FEET TO A POINT; THENCE S42°00'13"W, 138.09 FEET TO A POINT; THENCE S30°03'30"W, 62.66 FEET TO THE TERMINATION OF SAID EASEMENT CENTERLINE IN THE CENTERLINE OF STATE ROUTE 11.

ALSO, THE RIGHT TO USE FOR ACCESS FOR THE ABOVE DESCRIBED LEASE AREA, A 40 FOOT WIDE EASEMENT THE CENTERLINE DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND WOOD FENCE POST AT THE NORTHEAST PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO PARIS & MAE LEE BY DEED OF RECORD IN DEED BOOK 109, PAGE 250 IN THE OFFICE OF THE COUNTY CLERK OF KNOX COUNTY, KENTUCKY; THENCE N72°36'43"W, 128.36 FEET TO A POINT; THENCE N52°58'05W, 124.91 FEET TO A POINT; THENCE N47°38'14"E, 63.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE WITH SAID EASEMENT CENTERLINE, N18°37'20"W, 70.00 FEET TO THE TERMINATION OF SAID EASEMENT CENTERLINE.

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 1:5,000. THIS SURVEY MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR A CLASS "B" SURVEY AS ESTABLISHED BY THE STATE OF KENTUCKY PER 201 KAR 18:150.

John Charles 10-28-08

JOHN CHARLES PLS NO. 3152

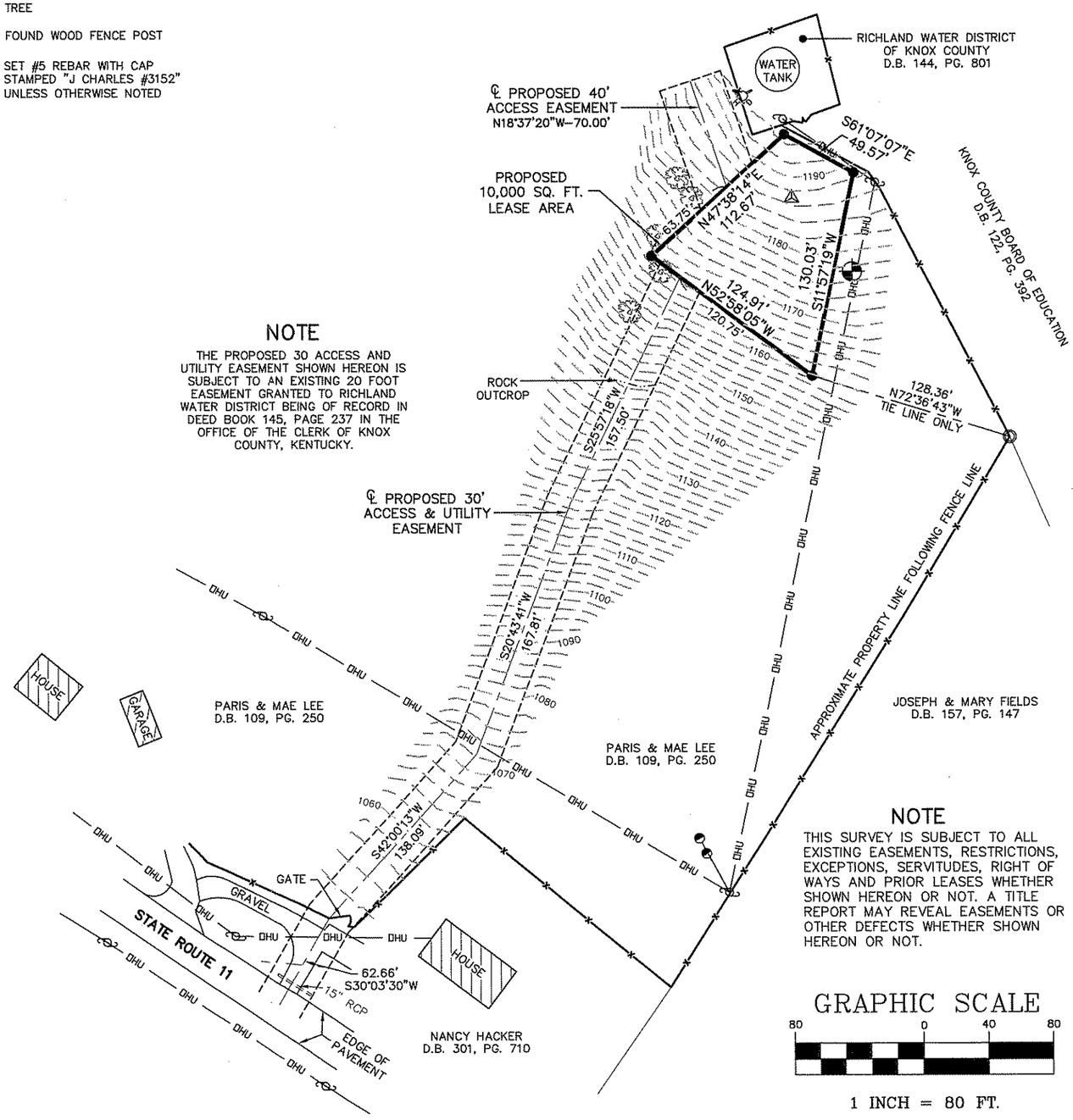
OWNER APPROVAL: _____ DATE _____

OWNER APPROVAL: _____ DATE _____

AT&T APPROVAL: _____ DATE _____

NOTE

THE PROPOSED 30 ACCESS AND UTILITY EASEMENT SHOWN HEREON IS SUBJECT TO AN EXISTING 20 FOOT EASEMENT GRANTED TO RICHLAND WATER DISTRICT BEING OF RECORD IN DEED BOOK 145, PAGE 237 IN THE OFFICE OF THE CLERK OF KNOX COUNTY, KENTUCKY.



NOTE

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.

GRAPHIC SCALE

80 0 40 80

1 INCH = 80 FT.

at&t

nsoro
It's just good business.

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: GIRDLER

SITE I.D.: 098G0127

SITE ADDRESS: HIGHWAY 11 NORTH GIRDLER, KNOX CO., KY 40943

LEASE AREA: 10,000 SQ. FT.

PROPERTY OWNER: PARIS & MAE LEE PO BOX 216 GIRDLER, KY 40943

TAX MAP NUMBER: 104-40

PARCEL NUMBER: 34

SOURCE OF TITLE: DEED BOOK 109, PAGE 250

LATITUDE: 36° 56' 28.683"N
LONGITUDE: 83° 50' 31.937"W

NO.	REVISION/ISSUE	DATE

TITLE: COMMUNICATIONS SITE SURVEY

SHEET: C-2

SITE PLAN NOTES

1. THE PROPOSED DEVELOPMENT IS FOR A 300 FOOT SELF-SUPPORT TOWER AND MULTIPLE EQUIPMENT LOCATIONS. THE LOCATION IS SR 11 NORTH, GIRDLER, KY 40943.

2. THE TOWER WILL BE ACCESSED BY A PROPOSED STABILIZED DRIVE FROM AN EXISTING ASPHALT ROADWAY (SR 11 NORTH) 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: 36° 56' 28.683"N 1867352.06 N
   LONGITUDE: 83° 50' 31.937"W 2197927.47 E

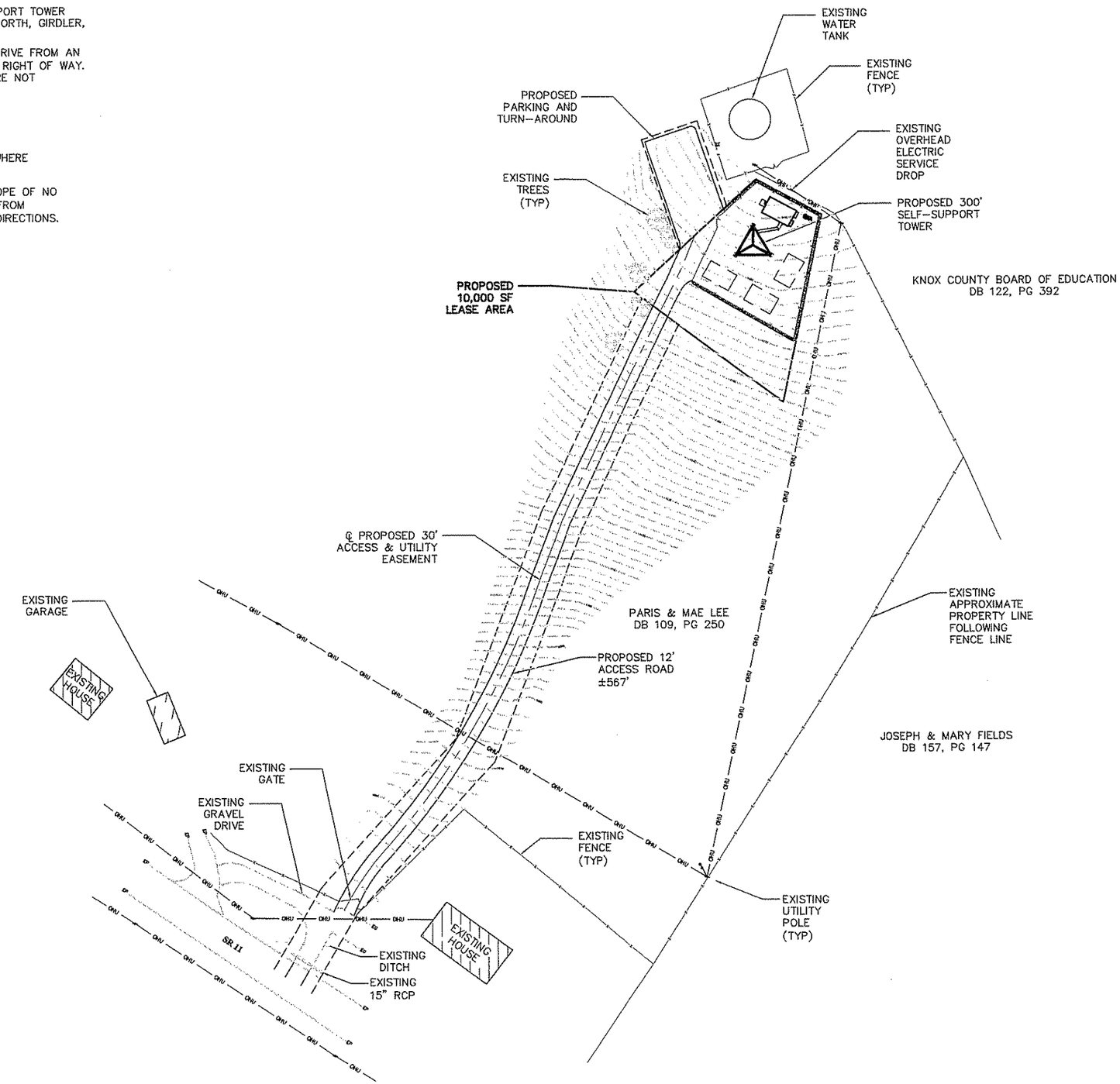
4. REMOVE ALL VEGETATION, CLEAN AND GRUBB LEASE AREA (WHERE REQUIRED).

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

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

GRAPHIC SCALE
80 0 40 80
1 INCH = 80 FT.

at&t

nsoro
It's just good business.

BTM 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
LICENSED PROFESSIONAL ENGINEERS

SITE NAME: GIRDLER
SITE ID NUMBER: 098GO127
SITE ADDRESS: HIGHWAY 11 NORTH GIRDLER, KY 40943
LATITUDE: 36° 56' 28.683"N
LONGITUDE: 83° 50' 31.937"W
TAX MAP NUMBER: 104-40
PARCEL NUMBER: 34
SOURCE OF TITLE: DEED BOOK 109, PAGE 250
PROPERTY OWNER: PARIS & MAE LEE PO BOX 216 GIRDLER, KY 40943

NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	08/27/08
2	ISSUE FOR ZONING	10/23/08

TITLE: OVERALL SITE LAYOUT

SHEET: Z-2

SITE PLAN NOTES

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6. LOCATE ALL U.G. UTILITIES PRIOR TO ANY CONSTRUCTION.
7. COMPOUND FINISHED SURFACE TO BE FENCED

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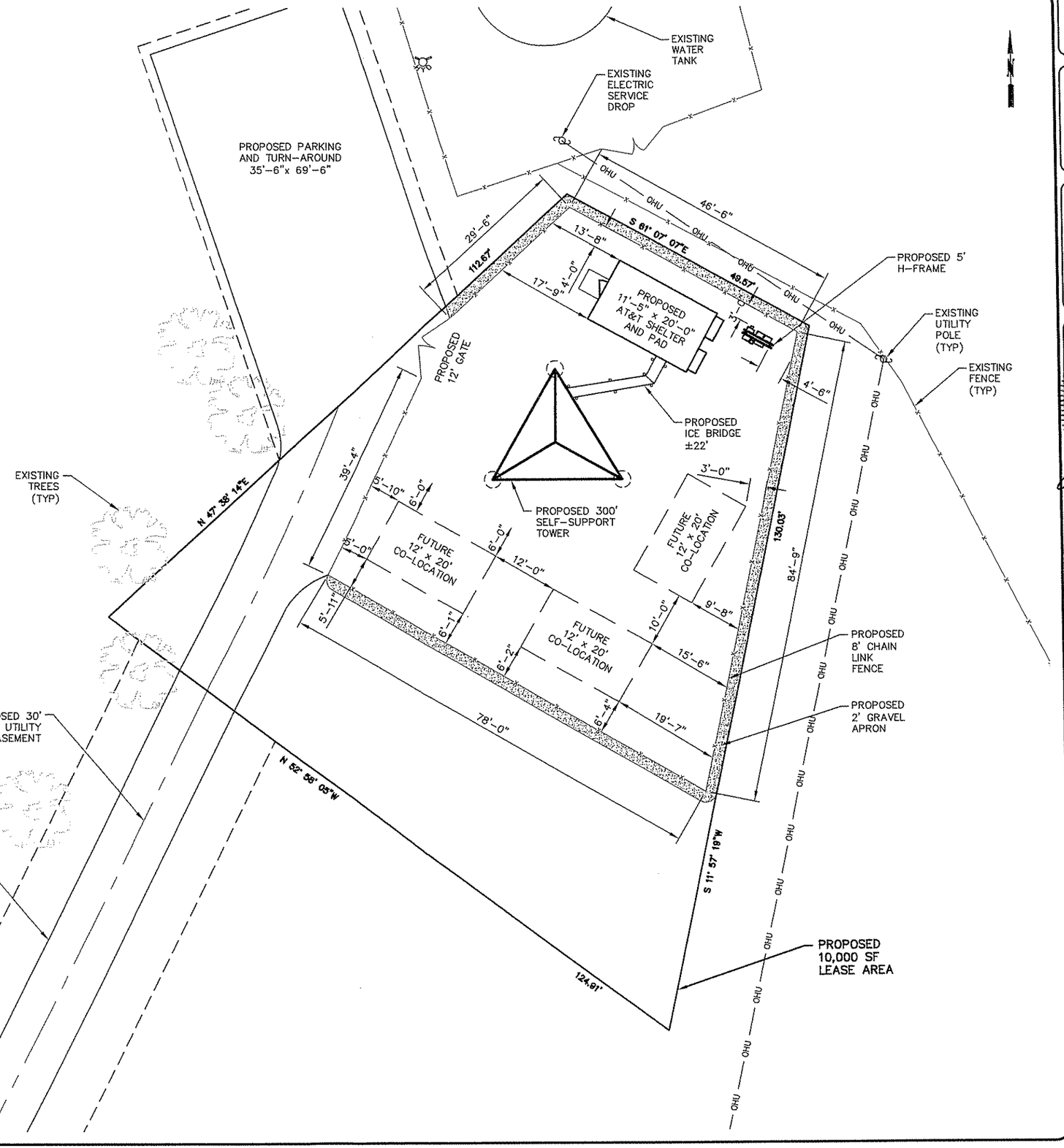

LEGEND

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	FENCE LINE
	POWER POLE
TELE. PED	TELEPHONE PEDESTAL
	WATER VALVES
	FIRE HYDRANTS
	BOLLARDS

GRAPHIC SCALE
10 5 0 5 10 20 40
(IN FEET)
1 inch = 20 ft.

at&t

nsoro
It's just good business.

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3001 TAYLOR SPRINGS DRIVE
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STATE OF KENTUCKY
WOODROW W MARCUM. JR
13602
LICENSED PROFESSIONAL ENGINEERS

SITE NAME: GIRDLER
SITE ID NUMBER: 098GO127
SITE ADDRESS: HIGHWAY 11 NORTH GIRDLER, KY 40943
LATITUDE: 36° 56' 28.683"N
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TAX MAP NUMBER: 104-40
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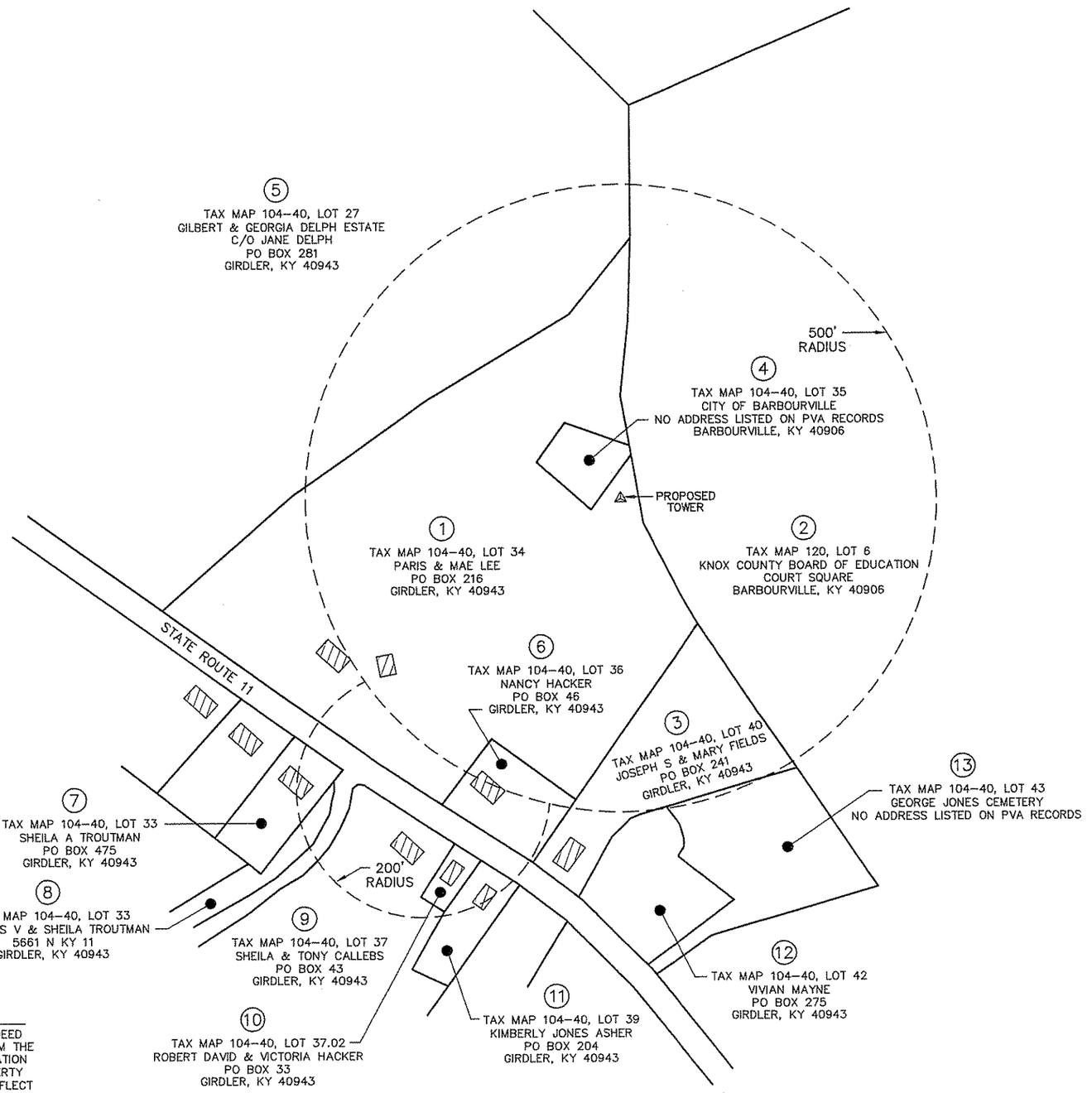
PROPERTY OWNER: PARIS & MAE LEE PO BOX 216 GIRDLER, KY 40943

NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	08/27/08
2	ISSUE FOR ZONING	10/23/08

TITLE: SITE LAYOUT

SHEET: Z-3



GENERAL NOTE:

THE PROPERTY OWNERS NAMES, ADDRESS AND DEED INFORMATION SHOWN HEREON WERE OBTAINED FROM THE RECORDS OF KNOX COUNTY, KY PROPERTY VALUATION ADMINISTRATION OFFICE ON 7/31/08. 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.

APPROXIMATE GRAPHIC SCALE

200 0 100 200

1 INCH = 200 FT.

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

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

10-28-08

STATE of KENTUCKY
JOHN CHARLES 3152
LICENSED PROFESSIONAL LAND SURVEYOR

John Charles

SITE NAME: GIRDLER

SITE I.D.: 098G0127

SITE ADDRESS: HIGHWAY 11 NORTH
GIRDLER, KNOX CO., KY 40943

LEASE AREA: 10,000 SQ. FT.

PROPERTY OWNER: PARIS & MAE LEE
PO BOX 216
GIRDLER, KY 40943

TAX MAP NUMBER: 104–40

PARCEL NUMBER: 34

SOURCE OF TITLE: DEED BOOK 109, PAGE 250

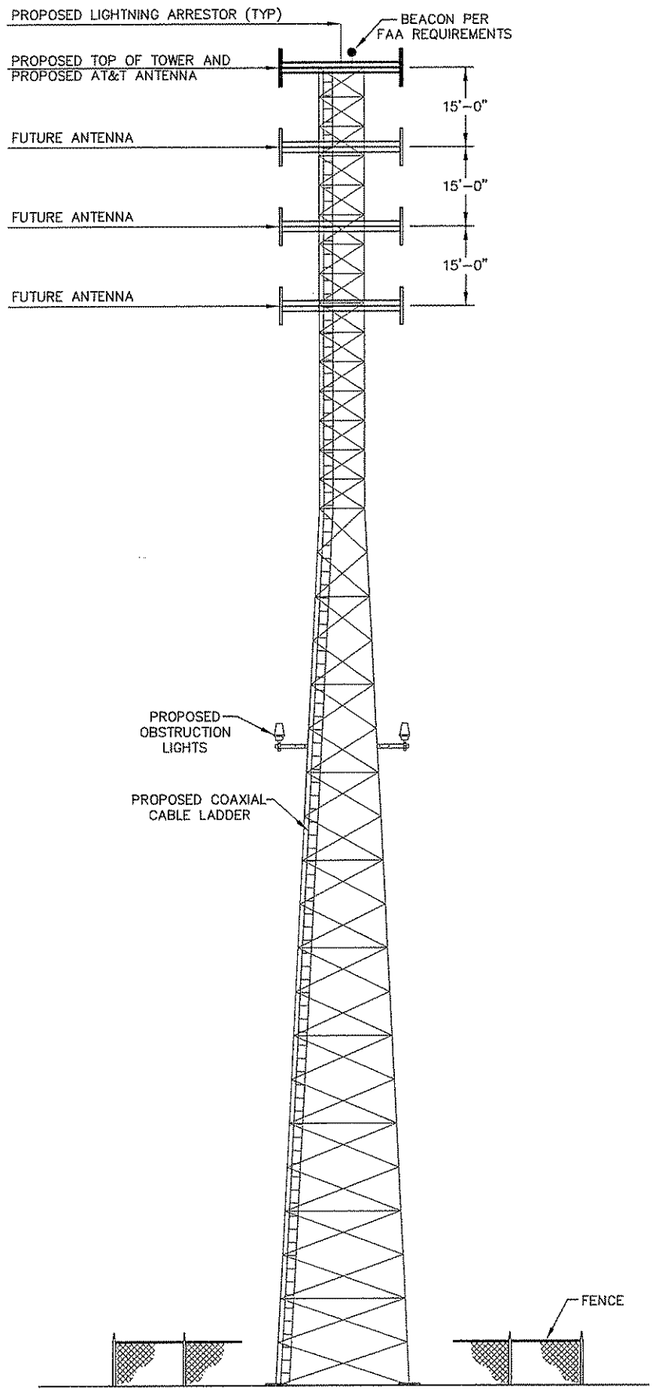
LATITUDE: 36° 56' 28.683"N
LONGITUDE: 83° 50' 31.937"W

NO.	REVISION/ISSUE	DATE

TITLE: 500' RADIUS VICINITY MAP

SHEET: C–1

Exhibit C

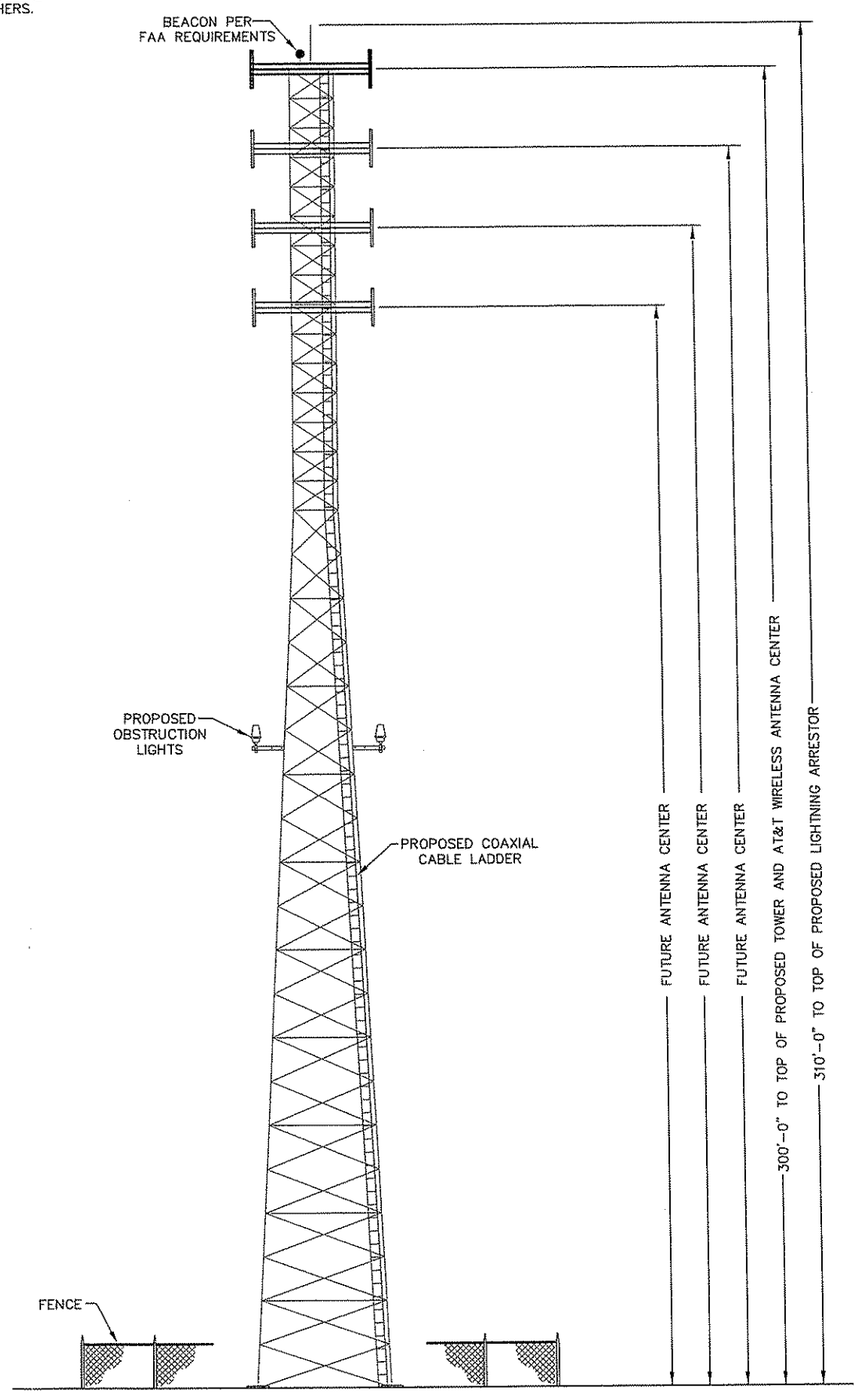


NORTH ELEVATION

NOT TO SCALE

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.



SOUTH ELEVATION

NOT TO SCALE

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BTM 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
LICENSED PROFESSIONAL ENGINEERS

SITE NAME: GIRDLER

SITE ID NUMBER: 098G0127

SITE ADDRESS: HIGHWAY 11 NORTH
GIRDLER, KY 40943

LATITUDE: 36° 56' 28.683"N
LONGITUDE: 83° 50' 31.937"W

TAX MAP NUMBER: 104-40

PARCEL NUMBER: 34

SOURCE OF TITLE:
DEED BOOK 109, PAGE 250

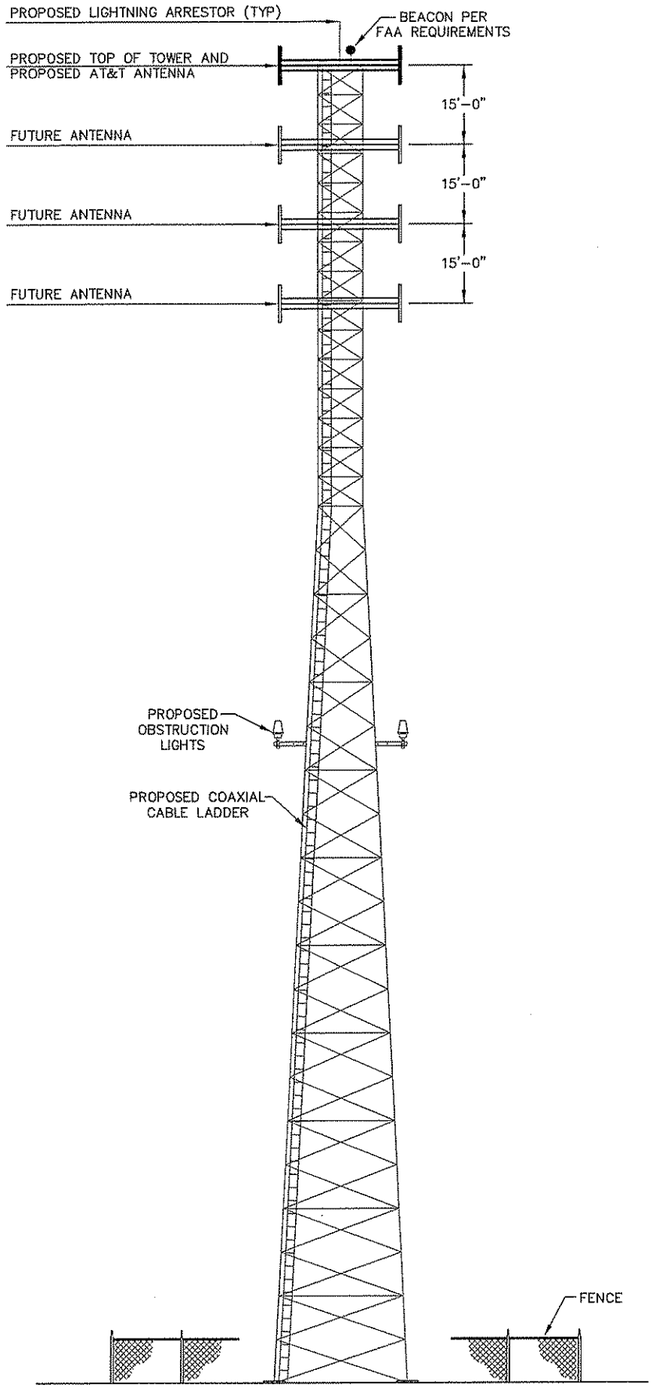
PROPERTY OWNER:
PARIS & MAE LEE
PO BOX 216
GIRDLER, KY 40943

NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	08/27/08
2	ISSUE FOR ZONING	10/23/08

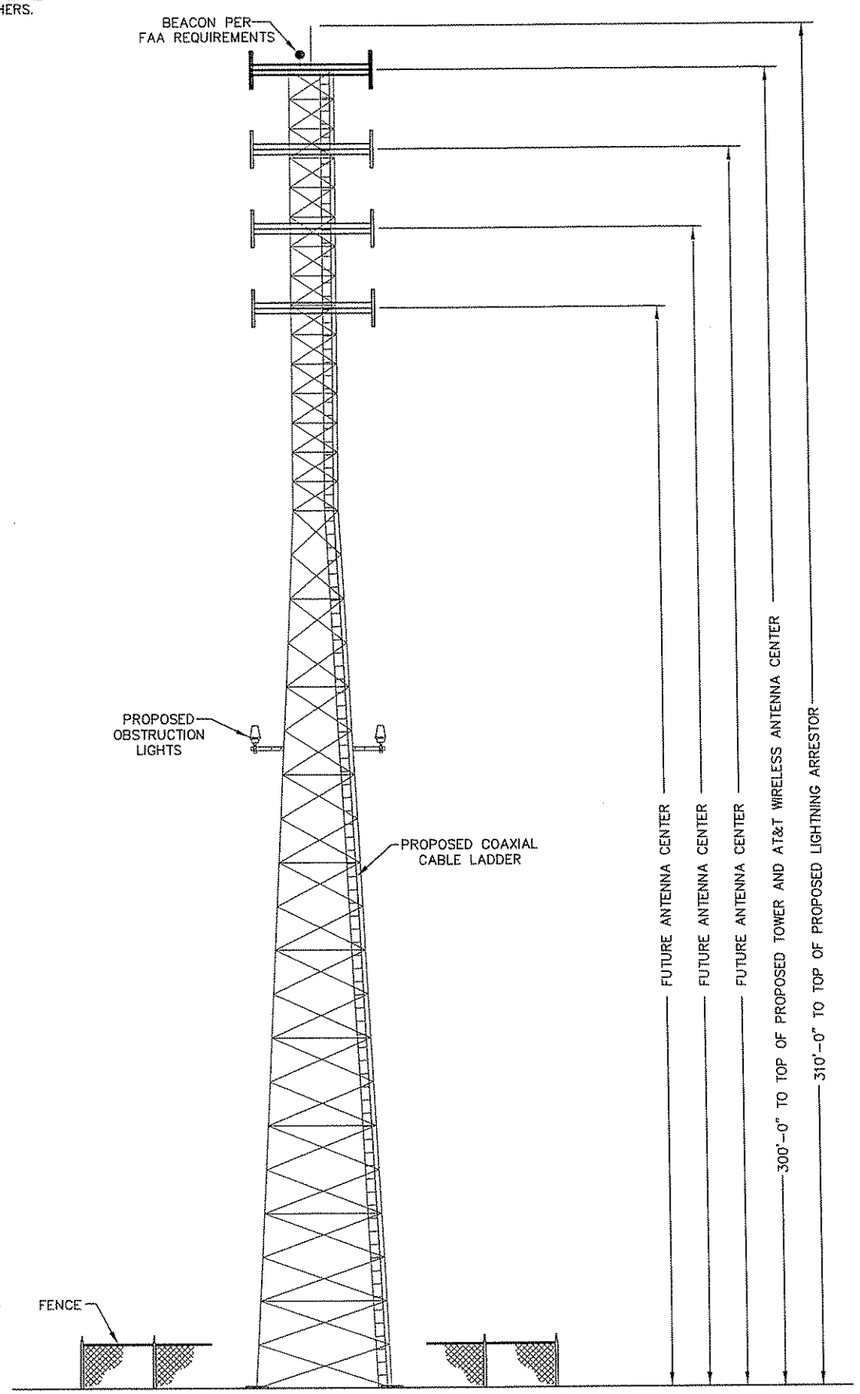
TITLE:
NORTH & SOUTH ELEVATIONS

SHEET:
Z-4

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

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BTM 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
LICENSED PROFESSIONAL ENGINEERS

SITE NAME: GIRDLER

SITE ID NUMBER: 098G0127

SITE ADDRESS: HIGHWAY 11 NORTH
GIRDLER, KY 40943

LATITUDE: 36° 56' 28.683"N
LONGITUDE: 83° 50' 31.937"W

TAX MAP NUMBER: 104-40

PARCEL NUMBER: 34

SOURCE OF TITLE:
DEED BOOK 109, PAGE 250

PROPERTY OWNER:
PARIS & MAE LEE
PO BOX 216
GIRDLER, KY 40943

NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	08/27/08
2	ISSUE FOR ZONING	10/23/08

TITLE:
EAST & WEST ELEVATIONS

SHEET:
Z-5

Exhibit D

Sabre™ Towers & Poles

Structural Design Report

300' S3TL Series HDO Self-Supporting Tower
located at: Girdler, KY

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

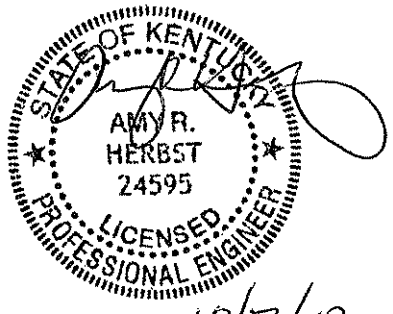
Job Number: 09-10054

October 7, 2008

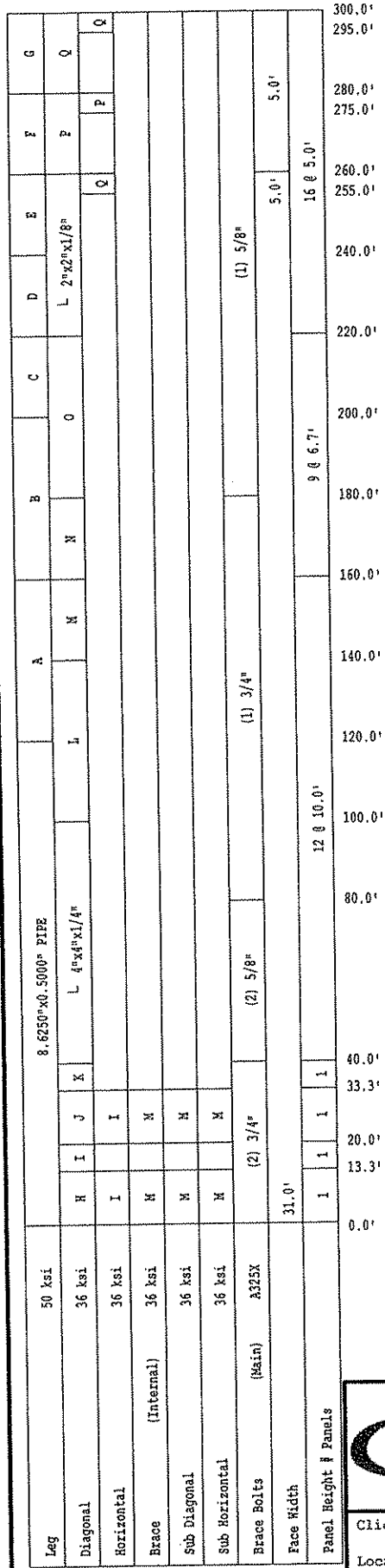
Tower by TRJ

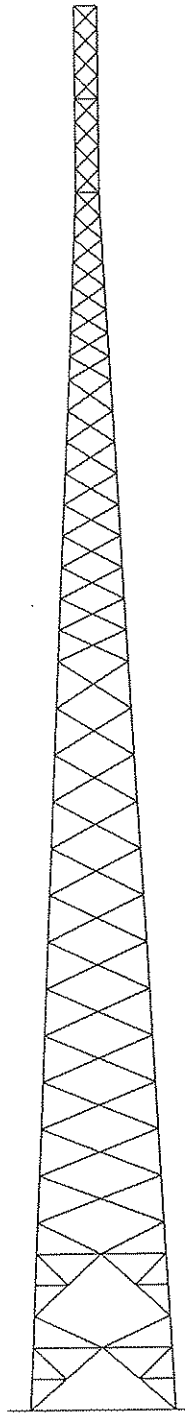
Foundation by ARH

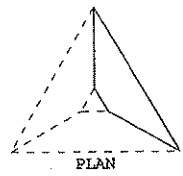
Approved by ARH



10/7/08







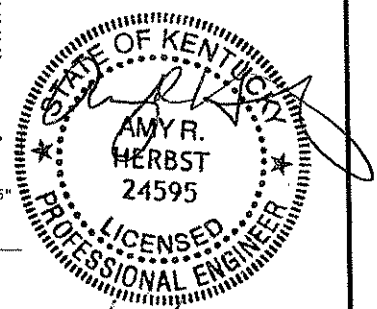
NOTES:
1. The tower model is S3TL Series HDO.
2. Transmission lines are to be attached to standard 6 hole single rail waveguide ladders with stackable hangers.
3. Azimuths are relative (not based on true north).
4. Foundation loads shown are maximums.
5. (6) 1 1/2" dia. A449 anchor bolts per leg. Minimum 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	300'	(6) DBXLH-9090C-R2M + Platform	(12) 1 5/8
2	300'	(12) ETD19G8-12UB	
3	288'	(9) 8' x 1' x 3in + 10' 3T-Boom(R)	(9) 1 5/8
4	288'	(9) ETD19G8-12UB	
5	276'	(9) 8' x 1' x 3in + 10' 3T-Boom(R)	(9) 1 5/8
6	276'	(9) ETD19G8-12UB	
7	264'	(9) 8' x 1' x 3in + 10' 3T-Boom(R)	(9) 1 5/8
8	264'	(9) ETD19G8-12UB	

MATERIAL LIST

NO	TYPE
A	8.6250"x0.3220" PIPE
B	5.5625"x0.5000" PIPE
C	5.5625"x0.3750" PIPE
D	5.5625"x0.2580" PIPE
E	4.5000"x0.3370" PIPE
F	3.5000"x0.3000" PIPE
G	2.3750"x0.1540" PIPE
H	L 3-1/2"x5"x5/16"
I	L 4"x4"x5/16"
J	L 3-1/2"x5"x1/4"
K	L 3-1/2"x4"x1/4"
L	L 3-1/2"x3-1/2"x1/4"
M	L 3"x3"x1/4"
N	L 3"x3"x3/16"
O	L 2-1/2"x2-1/2"x3/16"
P	L 2"x2"x3/16"
Q	L 2"x2"x1/8"



10/7/08

TOTAL FOUNDATION LOADS

H=84.58 k
V=199.10 k
M=13737.06 k-ft
T=47.05 k-ft

INDIVIDUAL FOOTING LOADS

H=51.12 k
V=538.45 k
U=-466.28 k

Sabre Towers & Poles

Sabre Towers And Poles

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

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

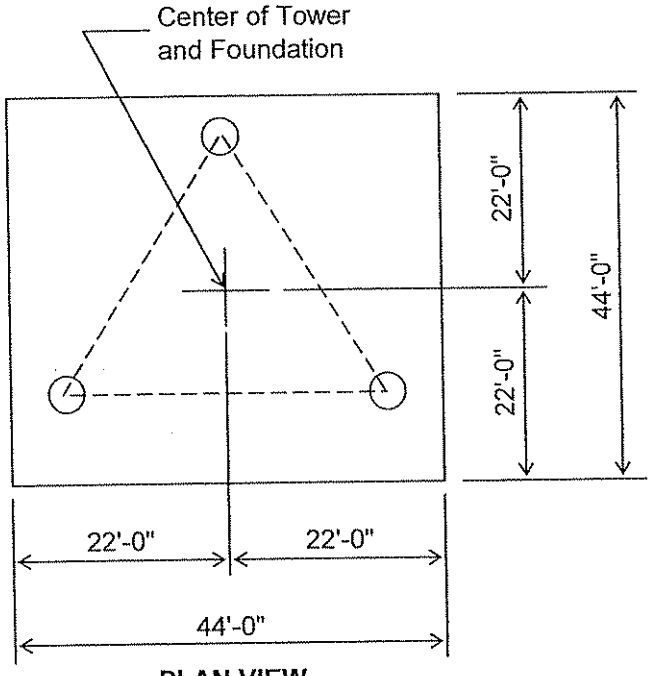
Client: NSORO LLC Job No: 09-10054 Date: 3 oct 2008

Location: Girdler, KY Total Height: 300.00' Tower Height: 300.00'

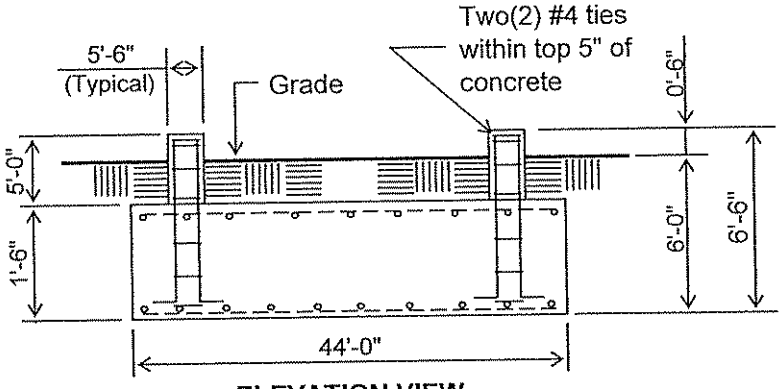
Standard: TIA 222-G-2005 Design Wind & Ice: 90mph 0" ice & 30mph 0.75" ice

Customer: NSORO LLC
Site: Girdler, KY

300 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



PLAN VIEW



ELEVATION VIEW

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

Notes:

1). Concrete shall have a minimum 28-day compressive strength of 3500 PSI, in accordance with ACI 318-05.

2). Rebar to conform to ASTM specification A615 Grade 60.

3). All rebar to have a minimum of 3" concrete cover.

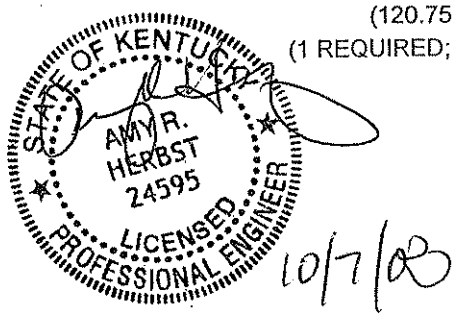
4). All exposed concrete corners to be chamfered 3/4".

5). The foundation design is based on the geotechnical report by Terracon, project no. 57087348, dated September 26, 2008.

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

7). The foundation is based on the following factored loads:
Factored download (kips) = 80.31
Factored overturn (kip-ft) = 13737.06
Factored shear (kips) = 84.58

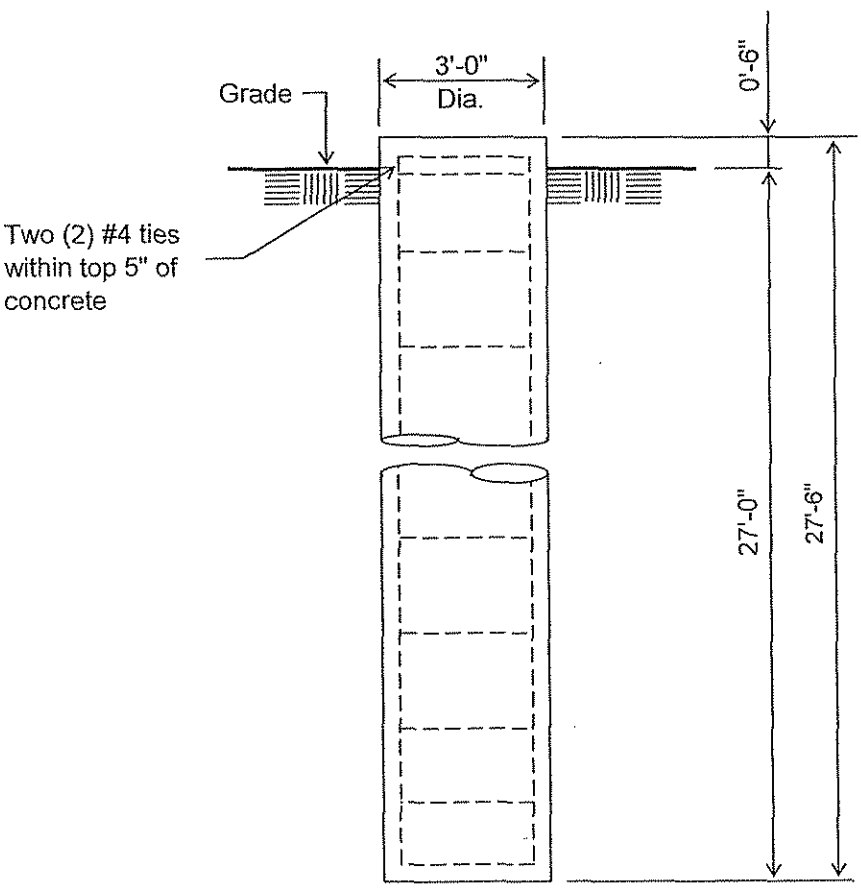
Rebar Schedule per Mat and per Pier	
Pier	(30) #7 vertical rebar w/hooks at bottom w/#4 Rebar ties, two (2) within top 5" of pier then 12" C/C
Mat	(84) #9 horizontal rebar evenly spaced each way top and bottom. (336 total)



10/7/08

Customer: NSORO LLC
Site: Girdler, KY

300 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



ELEVATION VIEW
(7.2 Cu. Yds. each)
(3 REQUIRED; NOT TO SCALE)

Notes:

1). Concrete shall have a minimum 28-day compressive strength of 3000 PSI, in accordance with ACI 318-05.

2). Rebars to conform to ASTM specification A615 Grade 60.

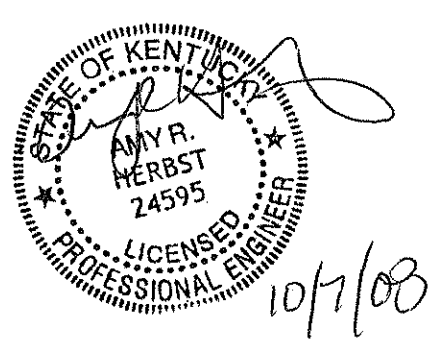
3). All rebar to have a minimum of 3" concrete cover.

4). All exposed concrete corners to be chamfered 3/4".

5). The foundation design is based on the geotechnical report by Terracon, project no. 57087348, dated September 26, 2008.

6). See the geotechnical report for drilled pier installation requirements, if specified.

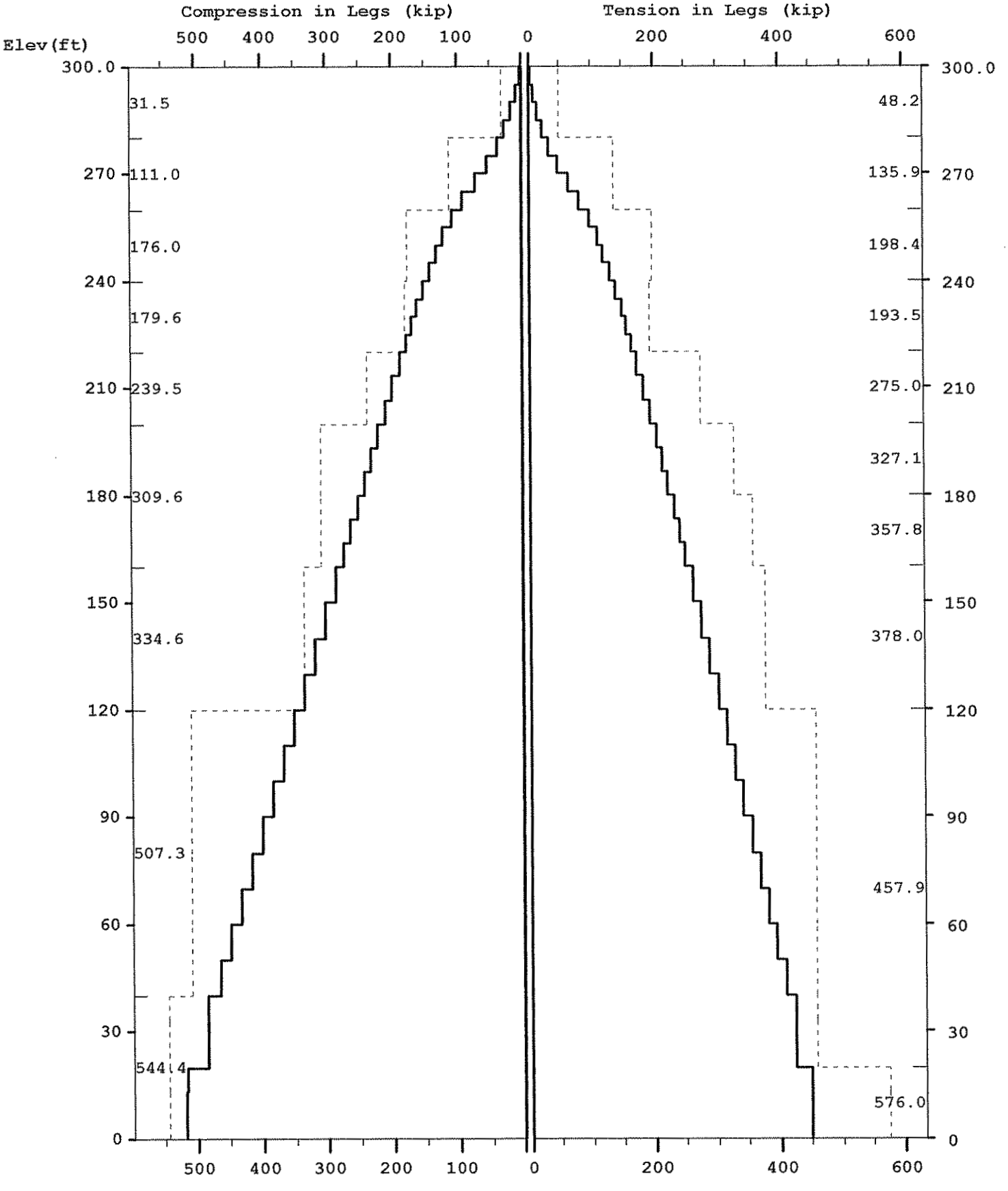
7). The foundation is based on the following factored loads:
Factored uplift (kips) = 466.28
Factored download (kips) = 538.45
Factored shear (kips) = 51.12



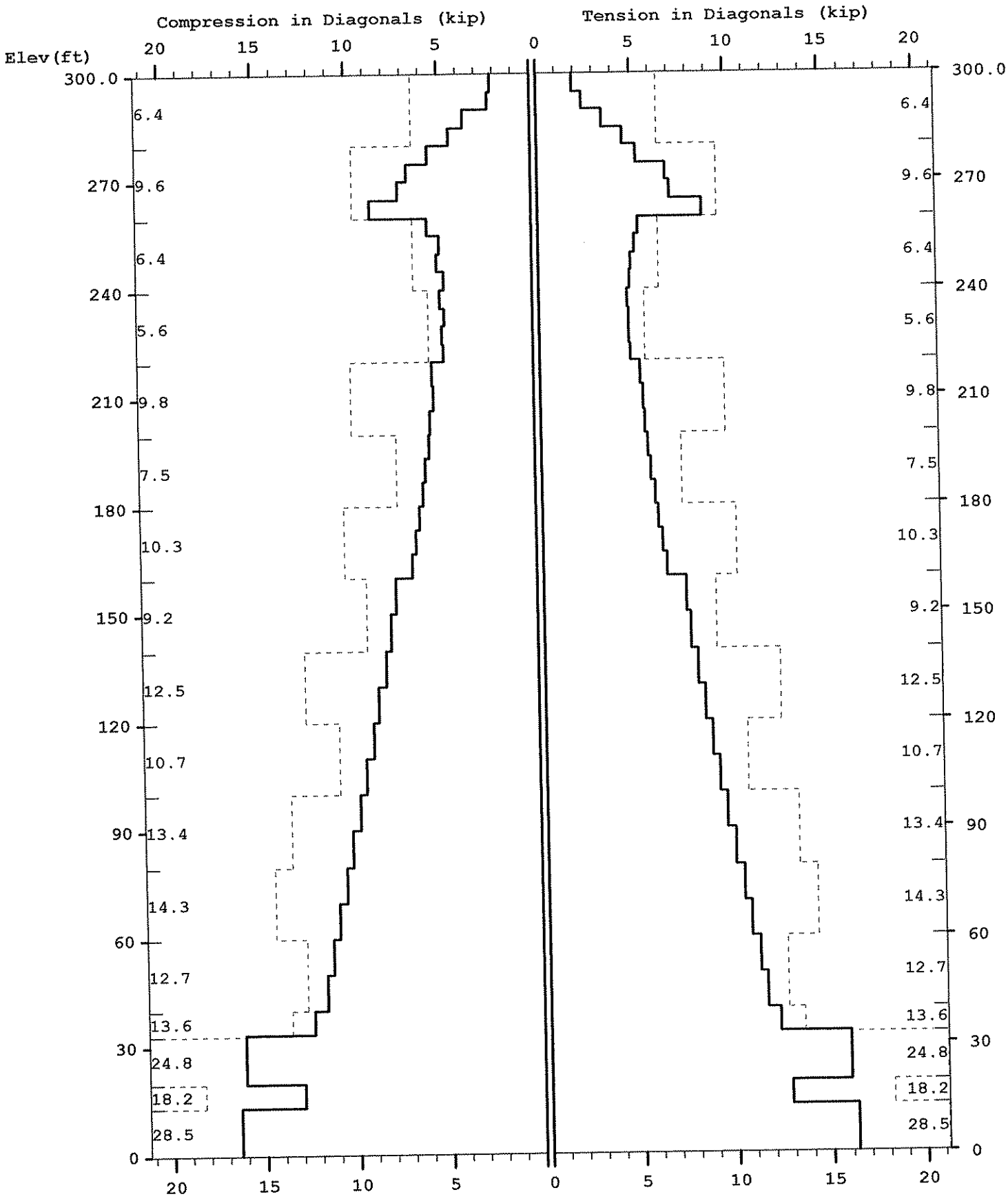
10/7/08

Rebar Schedule per Pier	
Pier	(14) #10 vertical rebar w/#4 ties, two (2) within top 5" of pier then 12" C/C

Maximum

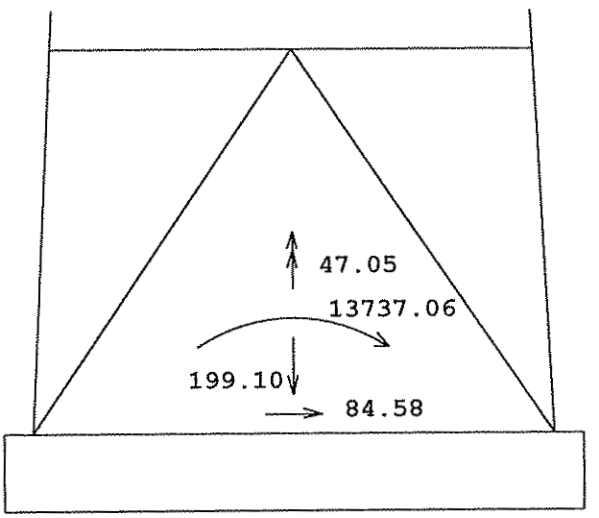

Compression in Legs (kip)
Tension in Legs (kip)
Elev(ft)
500 400 300 200 100 0
200 400 600
300.0
270
240
210
180
150
120
90
60
30
0
31.5
111.0
176.0
179.6
239.5
309.6
334.6
507.3
544.4
48.2
135.9
198.4
193.5
275.0
327.1
357.8
378.0
457.9
576.0

Maximum

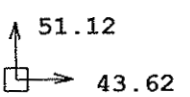

Compression in Diagonals (kip)
Tension in Diagonals (kip)
Elev(ft)
20 15 10 5 0 5 10 15 20
300.0
6.4
270
9.6
6.4
240
5.6
9.8
210
7.5
180
10.3
9.2
150
12.5
120
10.7
90
13.4
14.3
60
12.7
13.6
30
24.8
18.2
28.5
0

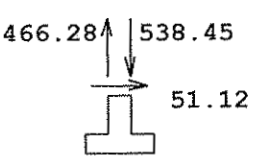
Maximum

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: 3 oct 2008 at: 10:23:36

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	295.00	300.00	5.00	5.00	5.00
X	3	280.00	295.00	5.00	5.00	5.00
X	3	275.00	280.00	5.00	5.00	5.00
X	3	260.00	275.00	5.00	5.00	5.00
X	3	255.00	260.00	5.50	5.00	5.00
X	3	240.00	255.00	7.00	5.50	5.00
X	3	220.00	240.00	9.00	7.00	5.00
X	3	200.00	220.00	11.00	9.00	6.67
X	3	180.00	200.00	13.00	11.00	6.67
X	3	160.00	180.00	15.00	13.00	6.67
X	3	140.00	160.00	17.00	15.00	10.00
X	3	120.00	140.00	19.00	17.00	10.00
X	3	100.00	120.00	21.00	19.00	10.00
X	3	80.00	100.00	23.00	21.00	10.00
X	3	60.00	80.00	25.00	23.00	10.00
X	3	40.00	60.00	27.00	25.00	10.00
V	3	33.33	40.00	27.67	27.00	6.67
A	3	20.00	33.33	29.00	27.67	13.33
V	3	13.33	20.00	29.67	29.00	6.67
A	3	0.00	13.33	31.00	29.67	13.33

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	280.00	300.00	1.075	0.787	29000.	0.0000116
LE	260.00	280.00	3.016	0.787	29000.	0.0000116
LE	240.00	260.00	4.407	0.787	29000.	0.0000116
LE	220.00	240.00	4.299	0.787	29000.	0.0000116
LE	200.00	220.00	6.111	0.787	29000.	0.0000116
LE	160.00	200.00	7.952	0.787	29000.	0.0000116
LE	120.00	160.00	8.399	0.787	29000.	0.0000116
LE	0.00	120.00	12.763	0.787	29000.	0.0000116
DI	280.00	300.00	0.484	0.626	29000.	0.0000116
DI	260.00	280.00	0.715	0.626	29000.	0.0000116
DI	220.00	260.00	0.484	0.626	29000.	0.0000116
DI	180.00	220.00	0.902	0.626	29000.	0.0000116
DI	160.00	180.00	1.090	0.626	29000.	0.0000116
DI	140.00	160.00	1.438	0.626	29000.	0.0000116
DI	100.00	140.00	1.688	0.626	29000.	0.0000116
DI	40.00	100.00	1.938	0.626	29000.	0.0000116
DI	33.33	40.00	1.812	0.626	29000.	0.0000116

DI	20.00	33.33	2.062	0.626	29000.	0.0000116
DI	13.33	20.00	2.402	0.626	29000.	0.0000116
DI	0.00	13.33	2.559	0.626	29000.	0.0000116
HO	295.00	300.00	0.484	0.626	29000.	0.0000116
HO	275.00	280.00	0.715	0.626	29000.	0.0000116
HO	255.00	260.00	0.484	0.626	29000.	0.0000116
HO	20.00	33.33	2.402	0.626	29000.	0.0000116
HO	0.00	13.33	2.402	0.626	29000.	0.0000116
BR	20.00	33.33	1.438	0.000	29000.	0.0000116
BR	0.00	13.33	1.438	0.000	29000.	0.0000116

FACTORED MEMBER RESISTANCES

BOTTOM ELEV ft	TOP ELEV ft	LEGS COMP kip	LEGS TENS kip	DIAGONALS COMP kip	DIAGONALS TENS kip	HORIZONTALS COMP kip	HORIZONTALS TENS kip	INT BRACING COMP kip	INT BRACING TENS kip
295.0	300.0	31.48	48.15	6.39	6.39	5.82	5.82	0.00	0.00
280.0	295.0	31.48	48.15	6.39	6.39	0.00	0.00	0.00	0.00
275.0	280.0	110.98	135.90	9.58	9.58	8.46	8.46	0.00	0.00
260.0	275.0	110.98	135.90	9.58	9.58	0.00	0.00	0.00	0.00
255.0	260.0	175.98	198.45	6.39	6.39	5.82	5.82	0.00	0.00
240.0	255.0	175.98	198.45	6.39	6.39	0.00	0.00	0.00	0.00
220.0	240.0	179.61	193.50	5.63	5.63	0.00	0.00	0.00	0.00
200.0	220.0	239.46	274.95	9.84	9.84	0.00	0.00	0.00	0.00
180.0	200.0	309.64	327.10	7.46	7.46	0.00	0.00	0.00	0.00
160.0	180.0	309.64	357.75	10.34	10.34	0.00	0.00	0.00	0.00
140.0	160.0	334.65	378.00	9.19	9.19	0.00	0.00	0.00	0.00
120.0	140.0	334.65	378.00	12.53	12.53	0.00	0.00	0.00	0.00
100.0	120.0	507.33	457.90	10.73	10.73	0.00	0.00	0.00	0.00
80.0	100.0	507.33	457.90	13.43	13.43	0.00	0.00	0.00	0.00
60.0	80.0	507.33	457.90	14.31	14.31	0.00	0.00	0.00	0.00
40.0	60.0	507.33	457.90	12.68	12.68	0.00	0.00	0.00	0.00
33.3	40.0	544.40	457.90	13.57	13.57	0.00	0.00	0.00	0.00
20.0	33.3	544.40	457.90	24.82	24.82	19.36	19.36	7.52	7.52
13.3	20.0	544.40	576.00	18.24	18.24	0.00	0.00	0.00	0.00
0.0	13.3	544.40	576.00	28.49	28.49	17.34	17.34	6.69	6.69

* 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: 0□

MAST LOADING

LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	AZI	LOAD AZI	.....FORCES..... HORIZ kip	DOWN kip	.....MOMENTS..... VERTICAL ft-kip	TORSNAL ft-kip
C	300.0	0.00	0.0	0.0	3.89	4.40	0.00	0.00
C	288.0	0.00	0.0	0.0	3.26	1.85	0.00	0.00
C	276.0	0.00	0.0	0.0	3.23	1.85	0.00	0.00
C	264.0	0.00	0.0	0.0	3.20	1.85	0.00	0.00

D	300.0	0.00	0.0	0.0	0.12	0.05	0.04	0.08
D	295.0	0.00	0.0	0.0	0.12	0.05	0.04	0.08
D	295.0	0.00	0.0	0.0	0.10	0.05	0.04	0.08
D	290.0	0.00	0.0	0.0	0.10	0.05	0.04	0.08
D	290.0	0.00	0.0	0.0	0.12	0.05	0.03	0.09
D	285.0	0.00	0.0	0.0	0.12	0.05	0.03	0.09
D	285.0	0.00	0.0	0.0	0.13	0.06	0.03	0.10
D	280.0	0.00	0.0	0.0	0.13	0.06	0.03	0.10
D	280.0	0.00	0.0	0.0	0.15	0.10	0.03	0.08
D	275.0	0.00	0.0	0.0	0.15	0.10	0.03	0.08
D	275.0	0.00	0.0	0.0	0.16	0.10	0.02	0.04
D	265.0	0.00	0.0	0.0	0.16	0.10	0.02	0.04
D	265.0	0.00	0.0	0.0	0.18	0.11	0.01	0.06
D	260.0	0.00	0.0	0.0	0.18	0.11	0.01	0.06
D	260.0	0.00	0.0	0.0	0.20	0.13	0.01	0.07
D	240.0	0.00	0.0	0.0	0.20	0.12	0.01	0.06
D	240.0	0.00	0.0	0.0	0.21	0.12	0.01	0.07
D	220.0	0.00	0.0	0.0	0.21	0.13	0.01	0.06
D	220.0	0.00	0.0	0.0	0.21	0.16	0.01	0.07
D	200.0	0.00	0.0	0.0	0.22	0.17	0.01	0.06
D	200.0	0.00	0.0	0.0	0.22	0.19	0.01	0.06
D	180.0	0.00	0.0	0.0	0.23	0.20	0.01	0.06
D	180.0	0.00	0.0	0.0	0.24	0.21	0.01	0.06
D	160.0	0.00	0.0	0.0	0.24	0.21	0.01	0.06
D	160.0	0.00	0.0	0.0	0.23	0.22	0.02	0.06
D	140.0	0.00	0.0	0.0	0.23	0.22	0.02	0.06
D	140.0	0.00	0.0	0.0	0.24	0.24	0.02	0.06
D	120.0	0.00	0.0	0.0	0.25	0.24	0.02	0.06
D	120.0	0.00	0.0	0.0	0.24	0.30	0.02	0.06
D	100.0	0.00	0.0	0.0	0.25	0.30	0.02	0.06
D	100.0	0.00	0.0	0.0	0.25	0.32	0.02	0.06
D	40.0	0.00	0.0	0.0	0.25	0.34	0.03	0.05
D	40.0	0.00	0.0	0.0	0.20	0.31	0.03	0.05
D	33.3	0.00	0.0	0.0	0.20	0.31	0.03	0.05
D	33.3	0.00	0.0	0.0	0.24	0.42	0.03	0.05
D	20.0	0.00	0.0	0.0	0.24	0.42	0.03	0.05
D	20.0	0.00	0.0	0.0	0.19	0.35	0.03	0.04
D	13.3	0.00	0.0	0.0	0.19	0.35	0.03	0.04
D	13.3	0.00	0.0	0.0	0.21	0.45	0.03	0.04
D	0.0	0.00	0.0	0.0	0.21	0.45	0.03	0.04

SUPPRESS PRINTING
==========

	...FOR THIS LOADING..			.....MAXIMUMS.....			
LOADS INPUT	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: 0□

MAST LOADING
==========

LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	AZI	LOAD AZI	.....FORCES..... HORIZ kip	DOWN kip	.....MOMENTS..... VERTICAL ft-kip	TORSNAL ft-kip
C	300.0	0.00	0.0	0.0	3.89	3.30	0.00	0.00
C	288.0	0.00	0.0	0.0	3.26	1.39	0.00	0.00
C	276.0	0.00	0.0	0.0	3.23	1.39	0.00	0.00
C	264.0	0.00	0.0	0.0	3.20	1.39	0.00	0.00
D	300.0	0.00	0.0	0.0	0.12	0.04	0.03	0.08
D	295.0	0.00	0.0	0.0	0.12	0.04	0.03	0.08
D	295.0	0.00	0.0	0.0	0.10	0.04	0.03	0.08
D	290.0	0.00	0.0	0.0	0.10	0.04	0.03	0.08
D	290.0	0.00	0.0	0.0	0.12	0.04	0.02	0.09
D	285.0	0.00	0.0	0.0	0.12	0.04	0.02	0.09
D	285.0	0.00	0.0	0.0	0.13	0.04	0.03	0.10
D	280.0	0.00	0.0	0.0	0.13	0.04	0.03	0.10
D	280.0	0.00	0.0	0.0	0.15	0.08	0.02	0.08
D	275.0	0.00	0.0	0.0	0.15	0.08	0.02	0.08
D	275.0	0.00	0.0	0.0	0.16	0.08	0.01	0.04
D	265.0	0.00	0.0	0.0	0.16	0.08	0.01	0.04
D	265.0	0.00	0.0	0.0	0.18	0.08	0.01	0.06
D	260.0	0.00	0.0	0.0	0.18	0.08	0.01	0.06
D	260.0	0.00	0.0	0.0	0.20	0.09	0.01	0.07
D	240.0	0.00	0.0	0.0	0.20	0.09	0.01	0.06
D	240.0	0.00	0.0	0.0	0.21	0.09	0.01	0.07
D	220.0	0.00	0.0	0.0	0.21	0.10	0.01	0.06
D	220.0	0.00	0.0	0.0	0.21	0.12	0.01	0.07
D	200.0	0.00	0.0	0.0	0.22	0.13	0.01	0.06
D	200.0	0.00	0.0	0.0	0.22	0.14	0.01	0.06
D	180.0	0.00	0.0	0.0	0.23	0.15	0.01	0.06
D	180.0	0.00	0.0	0.0	0.24	0.16	0.01	0.06
D	160.0	0.00	0.0	0.0	0.24	0.16	0.01	0.06
D	160.0	0.00	0.0	0.0	0.23	0.16	0.01	0.06
D	140.0	0.00	0.0	0.0	0.23	0.17	0.01	0.06
D	140.0	0.00	0.0	0.0	0.24	0.18	0.01	0.06
D	120.0	0.00	0.0	0.0	0.25	0.18	0.01	0.06
D	120.0	0.00	0.0	0.0	0.24	0.22	0.02	0.06
D	100.0	0.00	0.0	0.0	0.25	0.23	0.01	0.06
D	100.0	0.00	0.0	0.0	0.25	0.24	0.02	0.06
D	40.0	0.00	0.0	0.0	0.25	0.26	0.02	0.05
D	40.0	0.00	0.0	0.0	0.20	0.23	0.02	0.05
D	33.3	0.00	0.0	0.0	0.20	0.23	0.02	0.05
D	33.3	0.00	0.0	0.0	0.24	0.32	0.02	0.05
D	20.0	0.00	0.0	0.0	0.24	0.32	0.02	0.05
D	20.0	0.00	0.0	0.0	0.19	0.26	0.02	0.04
D	13.3	0.00	0.0	0.0	0.19	0.26	0.02	0.04
D	13.3	0.00	0.0	0.0	0.21	0.34	0.02	0.04
D	0.0	0.00	0.0	0.0	0.21	0.34	0.02	0.04

SUPPRESS PRINTING

LOADS INPUT	...FOR THIS LOADING.. DISPL	MEMBER FORCES	FOUNDN LOADS	.....MAXIMUMS..... 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: 0□

MAST LOADING

LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	AZI	LOAD AZI	.....FORCES..... HORIZ kip	DOWN kip	.....MOMENTS..... VERTICAL ft-kip	TORSNAL ft-kip
C	300.0	0.00	0.0	0.0	0.51	8.82	0.00	0.00
C	288.0	0.00	0.0	0.0	0.42	3.63	0.00	0.00
C	276.0	0.00	0.0	0.0	0.41	3.63	0.00	0.00
C	264.0	0.00	0.0	0.0	0.41	3.62	0.00	0.00
D	300.0	0.00	0.0	0.0	0.01	0.24	0.16	0.01
D	295.0	0.00	0.0	0.0	0.01	0.24	0.16	0.01
D	295.0	0.00	0.0	0.0	0.01	0.21	0.16	0.01
D	290.0	0.00	0.0	0.0	0.01	0.21	0.16	0.01
D	290.0	0.00	0.0	0.0	0.02	0.24	0.14	0.01
D	285.0	0.00	0.0	0.0	0.02	0.24	0.14	0.01
D	285.0	0.00	0.0	0.0	0.02	0.26	0.15	0.01
D	280.0	0.00	0.0	0.0	0.02	0.26	0.15	0.01
D	280.0	0.00	0.0	0.0	0.02	0.35	0.13	0.01
D	275.0	0.00	0.0	0.0	0.02	0.35	0.13	0.01
D	275.0	0.00	0.0	0.0	0.02	0.35	0.05	0.00
D	265.0	0.00	0.0	0.0	0.02	0.35	0.05	0.00
D	265.0	0.00	0.0	0.0	0.02	0.38	0.05	0.01
D	260.0	0.00	0.0	0.0	0.02	0.38	0.05	0.01
D	260.0	0.00	0.0	0.0	0.03	0.44	0.05	0.01
D	255.0	0.00	0.0	0.0	0.03	0.44	0.05	0.01
D	255.0	0.00	0.0	0.0	0.03	0.41	0.05	0.01
D	240.0	0.00	0.0	0.0	0.03	0.42	0.05	0.01
D	240.0	0.00	0.0	0.0	0.03	0.43	0.06	0.01
D	220.0	0.00	0.0	0.0	0.03	0.45	0.05	0.01
D	220.0	0.00	0.0	0.0	0.03	0.48	0.07	0.01
D	200.0	0.00	0.0	0.0	0.03	0.50	0.06	0.01
D	200.0	0.00	0.0	0.0	0.03	0.53	0.08	0.01
D	180.0	0.00	0.0	0.0	0.03	0.54	0.07	0.01
D	180.0	0.00	0.0	0.0	0.03	0.58	0.09	0.01
D	160.0	0.00	0.0	0.0	0.03	0.59	0.08	0.01
D	160.0	0.00	0.0	0.0	0.03	0.57	0.10	0.01
D	140.0	0.00	0.0	0.0	0.03	0.58	0.09	0.01
D	140.0	0.00	0.0	0.0	0.03	0.61	0.11	0.01
D	120.0	0.00	0.0	0.0	0.03	0.62	0.10	0.01
D	120.0	0.00	0.0	0.0	0.03	0.68	0.12	0.01
D	100.0	0.00	0.0	0.0	0.03	0.69	0.12	0.01
D	100.0	0.00	0.0	0.0	0.03	0.73	0.13	0.01
D	80.0	0.00	0.0	0.0	0.03	0.74	0.13	0.01
D	80.0	0.00	0.0	0.0	0.03	0.75	0.14	0.01
D	60.0	0.00	0.0	0.0	0.03	0.76	0.14	0.01
D	60.0	0.00	0.0	0.0	0.03	0.76	0.15	0.01
D	40.0	0.00	0.0	0.0	0.03	0.77	0.14	0.01
D	40.0	0.00	0.0	0.0	0.05	0.67	0.15	0.01
D	33.3	0.00	0.0	0.0	0.05	0.67	0.15	0.01
D	33.3	0.00	0.0	0.0	0.03	0.95	0.15	0.01
D	20.0	0.00	0.0	0.0	0.03	0.95	0.15	0.01
D	20.0	0.00	0.0	0.0	0.04	0.72	0.17	0.01
D	13.3	0.00	0.0	0.0	0.04	0.72	0.17	0.01
D	13.3	0.00	0.0	0.0	0.03	1.01	0.23	0.01

D 0.0 0.00 0.0 0.0 0.03 1.01 0.23 0.01

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

MAXIMUM MAST DISPLACEMENTS:
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ELEV ft	------DEFLECTIONS (ft)------ NORTH	EAST	DOWN	--TILTS (DEG)--- NORTH	EAST	TWIST DEG
300.0	4.909 G	-4.683 D	0.071 G	2.356 G	-2.252 D	-0.246 R
295.0	4.702 G	-4.485 D	0.067 G	2.349 G	-2.245 D	-0.245 R
290.0	4.499 G	-4.291 D	0.062 G	2.324 G	-2.221 D	-0.241 R
285.0	4.294 G	-4.095 D	0.058 G	2.279 G	-2.178 D	-0.235 R
280.0	4.096 G	-3.906 D	0.054 G	2.201 G	-2.103 D	-0.227 R
275.0	3.903 G	-3.722 D	0.050 G	2.161 G	-2.065 D	-0.220 R
270.0	3.716 G	-3.543 D	0.047 G	2.103 G	-2.010 D	-0.213 R
265.0	3.531 G	-3.366 D	0.044 G	2.027 G	-1.938 D	-0.204 R
260.0	3.355 G	-3.198 D	0.041 G	1.929 G	-1.844 D	-0.195 R
255.0	3.186 G	-3.036 D	0.038 G	1.855 G	-1.774 D	-0.181 R
250.0	3.026 G	-2.883 D	0.035 G	1.782 G	-1.704 D	-0.168 R
245.0	2.870 G	-2.734 D	0.033 G	1.706 G	-1.631 D	-0.156 R
240.0	2.723 G	-2.593 D	0.031 G	1.632 G	-1.560 D	-0.145 R
235.0	2.580 G	-2.457 D	0.029 e	1.554 G	-1.485 D	-0.135 R
230.0	2.446 G	-2.329 D	0.028 e	1.478 G	-1.412 D	-0.125 R
225.0	2.317 G	-2.206 D	0.028 e	1.402 G	-1.339 D	-0.116 R
220.0	2.196 G	-2.089 D	0.027 e	1.326 G	-1.266 D	-0.106 R
213.3	2.043 G	-1.944 D	0.026 e	1.255 G	-1.198 D	0.100 L
206.7	1.899 G	-1.806 D	0.026 e	1.185 G	-1.131 D	0.094 L
200.0	1.763 G	-1.676 D	0.025 e	1.115 G	-1.064 D	-0.088 F
193.3	1.634 G	-1.553 D	0.024 e	1.063 G	-1.014 D	-0.082 F
186.7	1.510 G	-1.435 D	0.024 e	1.011 G	-0.964 D	0.076 L
180.0	1.393 G	-1.324 D	0.023 e	0.960 G	-0.915 D	0.070 L
173.3	1.281 G	-1.217 D	0.023 e	0.909 G	-0.866 D	0.066 L
166.7	1.178 G	-1.119 D	0.022 e	0.859 G	-0.819 D	0.061 L
160.0	1.077 G	-1.023 D	0.021 e	0.809 G	-0.770 D	0.056 L
150.0	0.940 G	-0.892 D	0.020 e	0.738 G	-0.702 D	0.052 L
140.0	0.815 G	-0.773 D	0.019 e	0.667 G	-0.635 D	0.047 L
130.0	0.701 G	-0.665 D	0.017 e	0.597 G	-0.568 D	0.043 L
120.0	0.600 G	-0.569 D	0.016 e	0.528 G	-0.502 D	-0.039 F
110.0	0.508 G	-0.481 D	0.015 e	0.483 G	-0.459 D	-0.035 F
100.0	0.424 G	-0.401 D	0.014 e	0.438 G	-0.417 D	-0.031 F
90.0	0.347 G	-0.329 D	0.013 e	0.394 G	-0.374 D	-0.028 F
80.0	0.278 G	-0.263 D	0.012 e	0.350 G	-0.332 D	-0.024 F
70.0	0.217 G	-0.205 D	0.011 e	0.306 G	-0.290 D	-0.021 F
60.0	0.162 G	-0.153 D	0.009 e	0.262 G	-0.249 D	0.017 L
50.0	0.112 G	-0.106 D	0.008 e	0.218 G	-0.207 D	0.014 L
40.0	0.066 G	-0.062 D	0.006 e	0.173 G	-0.164 D	0.010 L
33.3	0.048 G	-0.046 D	0.006 f	0.146 G	-0.138 D	0.008 L
20.0	0.017 G	-0.016 D	0.003 f	0.087 G	-0.082 D	0.004 L
13.3	0.007 G	0.006 J	0.002 f	0.058 G	-0.055 D	0.003 L
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
300.0			0.72 K	0.00 A
	1.24 M	1.92 N		
295.0			0.07 A	0.00 A
	6.33 M	2.39 H		
290.0			0.03 S	0.00 A
	12.64 M	3.46 T		
285.0			0.07 A	0.00 A
	22.26 M	4.54 H		
280.0			0.75 A	0.00 A
	32.60 M	5.29 M		
275.0			0.11 A	0.00 A
	47.38 M	6.83 H		
270.0			0.02 S	0.00 A
	63.27 M	7.08 T		
265.0			0.11 A	0.00 A
	81.72 M	8.79 H		
260.0			0.62 S	0.00 A
	97.85 M	5.34 M		
255.0			0.08 A	0.00 A
	110.32 M	5.15 G		
250.0			0.01 A	0.00 A
	119.94 M	4.90 M		
245.0			0.06 A	0.00 A
	130.39 M	4.85 G		
240.0			0.01 A	0.00 A
	139.01 M	4.72 M		
235.0			0.05 A	0.00 A
	148.24 M	4.79 H		
230.0			0.02 A	0.00 A
	156.23 M	4.76 T		
225.0			0.04 A	0.00 A
	164.70 M	4.87 H		
220.0			0.05 A	0.00 A
	173.42 M	5.32 T		
213.3			0.06 A	0.00 A
	183.91 M	5.46 H		
206.7			0.04 A	0.00 A
	193.48 M	5.53 T		
200.0			0.05 A	0.00 A
	203.40 M	5.71 H		
193.3			0.03 A	0.00 A
	212.64 M	5.83 T		
186.7			0.04 A	0.00 A
	222.17 M	6.03 H		
180.0			0.03 A	0.00 A
	231.24 M	6.20 T		
173.3			0.08 A	0.00 A
	240.55 M	6.44 H		
166.7			0.03 A	0.00 A
	249.60 M	6.66 T		
160.0			0.09 A	0.00 A
	261.00 M	7.59 T		
150.0			0.08 A	0.00 A
	274.50 M	7.86 T		
140.0			0.07 A	0.00 A

	288.08 M 8.20 T		
130.0	----------	0.09 A	0.00 A
	301.46 M 8.53 T		
120.0	----------	0.06 A	0.00 A
	314.95 M 8.90 T		
110.0	----------	0.05 A	0.00 A
	328.19 M 9.24 T		
100.0	----------	0.06 A	0.00 A
	341.56 M 9.64 T		
90.0	----------	0.05 A	0.00 A
	354.83 M 10.03 T		
80.0	----------	0.05 A	0.00 A
	368.22 M 10.44 T		
70.0	----------	0.05 A	0.00 A
	381.54 M 10.83 T		
60.0	----------	0.01 e	0.00 A
	394.97 M 11.23 N		
50.0	----------	0.07 S	0.00 A
	408.31 M 11.60 T		
40.0	----------	0.23 A	0.00 A
	424.11 M 12.26 N		
33.3	----------	0.85 M	0.00 S
	423.15 M 15.97 N		
20.0	----------	0.15 A	0.00 S
	450.25 M 12.84 T		
13.3	----------	0.76 M	0.00 I
	449.21 M 16.31 T		
0.0	----------	0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
300.0	----------		-0.58 Q	0.00 A
	-3.63 G	-2.11 H		
295.0	----------		-0.04 S	0.00 A
	-9.43 G	-2.23 N		
290.0	----------		-0.04 A	0.00 A
	-16.25 G	-3.61 H		
285.0	----------		-0.05 S	0.00 A
	-26.99 G	-4.43 T		
280.0	----------		-0.72 S	0.00 A
	-37.63 G	-5.56 G		
275.0	----------		-0.08 S	0.00 A
	-54.31 G	-6.70 T		
270.0	----------		-0.03 A	0.00 A
	-70.47 G	-7.20 H		
265.0	----------		-0.09 S	0.00 A
	-90.80 G	-8.70 T		
260.0	----------		-0.80 A	0.00 A
	-107.47 G	-5.62 G		
255.0	----------		-0.07 S	0.00 A
	-120.97 G	-4.94 T		
250.0	----------		-0.01 S	0.00 A
	-130.90 G	-5.13 G		
245.0	----------		-0.06 S	0.00 A

	-142.25	G	-4.75	T	
240.0					
	-151.29	G	-4.93	G	
235.0					
	-161.33	G	-4.73	T	
230.0					
	-169.82	G	-4.92	G	
225.0					
	-179.08	G	-4.83	T	
220.0					
	-188.51	G	-5.48	G	
213.3					
	-200.18	G	-5.42	T	
206.7					
	-210.70	G	-5.64	G	
200.0					
	-221.85	G	-5.69	T	
193.3					
	-232.22	G	-5.90	G	
186.7					
	-243.05	G	-6.01	T	
180.0					
	-253.32	G	-6.25	H	
173.3					
	-264.02	G	-6.44	T	
166.7					
	-274.39	G	-6.70	H	
160.0					
	-287.55	G	-7.61	H	
150.0					
	-303.16	G	-7.91	H	
140.0					
	-318.99	G	-8.21	H	
130.0					
	-334.63	G	-8.58	H	
120.0					
	-350.65	G	-8.92	H	
110.0					
	-366.57	G	-9.30	H	
100.0					
	-382.77	G	-9.67	H	
90.0					
	-398.93	G	-10.08	H	
80.0					
	-415.33	G	-10.47	H	
70.0					
	-431.68	G	-10.88	H	
60.0					
	-448.25	G	-11.25	H	
50.0					
	-464.74	G	-11.64	H	
40.0					
	-483.49	G	-12.33	H	
33.3					
	-484.77	G	-16.02	H	
20.0					
	-516.61	G	-12.92	H	
13.3					
	-518.00	G	-16.36	H	
0.0					

-0.01	S	0.00	A
-0.05	S	0.00	A
-0.02	S	0.00	A
-0.04	S	0.00	A
-0.04	S	0.00	A
-0.05	S	0.00	A
-0.04	S	0.00	A
-0.04	S	0.00	A
-0.02	S	0.00	A
-0.04	S	0.00	A
-0.03	S	0.00	A
-0.07	S	0.00	A
-0.02	S	0.00	A
-0.09	S	0.00	A
-0.07	S	0.00	A
-0.06	S	0.00	A
-0.08	S	0.00	A
-0.05	S	0.00	A
-0.04	S	0.00	A
-0.05	S	0.00	A
-0.04	S	0.00	A
-0.05	S	0.00	A
-0.04	S	0.00	A
-0.01	Y	0.00	A
-0.08	A	0.00	A
-0.21	S	0.00	A
-1.02	G	0.00	N
-0.13	S	0.00	N
-0.93	G	0.00	G
0.00	A	0.00	A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

LOAD---COMPONENTS				TOTAL
NORTH	EAST	DOWN	UPLIFT	SHEAR
51.12 G	43.62 K	538.45 G	-466.28 M	51.12 G

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

HORIZONTAL			DOWN	OVERTURNING			TORSION
NORTH	EAST	TOTAL @ 0.0		NORTH	EAST	TOTAL @ 0.0	
84.6 S	-79.3 D	84.6 S	199.1 f	13737.1 G	-13002.3 D	13737.1 G	47.0 L

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES

Tower Description 300' S3TL Series HDO
Customer NSORO LLC
Project Number 09-10054
Date 10/7/2008
Engineer ARH

Overall Loads:	
Factored Moment (ft-kips)	13737.06
Factored Axial (kips)	80.31
Factored Shear (kips)	84.58
Individual Leg Loads:	
Factored Uplift (kips)	466.28
Factored Download (kips)	538.45
Factored Shear (kips)	51.12
Width of Tower (ft)	31
Ultimate Bearing Pressure	6
Bearing Φs	0.75
Overturning Φs	0.75
Bearing Design Strength (ksf)	4.5
Water Table Below Grade (ft)	999
Width of Mat (ft)	44
Thickness of Mat (ft)	1.5
Depth to Bottom of Slab (ft)	6
Bolt Circle Diameter (in)	13.25
Top of Concrete to Top of Bottom Threads (in)	57.5
Diameter of Pier (ft)	5.5
Ht. of Pier Above Ground (ft)	0.5
Ht. of Pier Below Ground (ft)	4.5
Quantity of Bars in Mat	84
Bar Diameter in Mat (in)	1.128
Area of Bars in Mat (in^2)	83.94
Spacing of Bars in Mat (in)	6.28
Quantity of Bars Pier	30
Bar Diameter in Pier (in)	0.875
Tie Bar Diameter in Pier (in)	0.5
Spacing of Ties (in)	12
Area of Bars in Pier (in^2)	18.04
Spacing of Bars in Pier (in)	6.09
f'c (ksi)	3.5
fy (ksi)	60
Unit Wt. of Soil (kcf)	0.12
Unit Wt. of Concrete (kcf)	0.15
Volume of Concrete (yd^3)	120.75

Anchor Bolt Count (per leg)	6
Max. Factored Net Bearing Pressure (ksf)	1.11
Minimum Mat Width (ft)	43.63
Minimum Pier Diameter (ft)	2.60
Equivalent Square b (ft)	4.87
Recommended Spacing (in)	6 to 12
Minimum Pier A_s (in^2)	17.11
Recommended Spacing (in)	6 to 12

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES (CONTINUED)

Two-Way Shear:

Average d (in)	13.872		
ϕV_c (kips)	624.8	V_u (kips)	538.5
$\phi V_c = \phi(2 + 4/\beta_c)f'_c{}^{1/2}b_o d$	937.2		
$\phi V_c = \phi(\alpha_s d/b_o + 2)f'_c{}^{1/2}b_o d$	699.5		
$\phi V_c = \phi 4 f'_c{}^{1/2}b_o d$	624.8		
Shear perimeter, b_o (in)	223.91		
β_c	1		

Stability:

Resisting moment	32582.88		
Overturning Design Strength (ft-k)	24437.2	Factored Overturning Moment (ft-k)	14286.8

One-Way Shear:

ϕV_c (kips)	736.6	V_u (kips)	732.1

Pier Design:

Design Tensile Strength (kips)	974.1	Tu (kips)	466.3
ϕV_n (kips)	254.9	V_u (kips)	51.1
$\phi V_c = \phi 2(1+N_u/(500A_g))f'_c{}^{1/2}b_w d$	254.9		
V_s (kips)	0.0	*** V_s max = $4 f'_c{}^{1/2}b_w d$ (kips)	824.7
Maximum Spacing (in)	7.14	(Only if Shear Ties are Required)	
Actual Hook Development (in)	12.74	Req'd Hook Development l_{dh} (in)	12.42
		*** Ref. ACI 11.5.5 & 11.5.6.3	

Anchor Bolt Pull-Out:

$\phi P_c = \phi\lambda(2/3)f'_c{}^{1/2}(2.8A_{SLOPE} + 4A_{FLAT})$	454.3	P_u (kips)	466.3
Pier Rebar Development Length (in)	32.06	Required Length of Development (in)	21.24

Flexure in Slab:

ϕM_n (ft-kips)	4634.5	M_u (ft-kips)	4548.9
a (in)	3.21		
Steel Ratio	0.01146		
β_1	0.85		
Maximum Steel Ratio ($.75p_b$)	0.0187		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	261.00	Required Development in Pad (in)	105.25

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

DRILLED STRAIGHT PIER DESIGN BY SABRE TOWERS & POLES

Tower Description 300' S3TL Series HDO
Customer Name NSORO LLC
Job Number 09-10054
Date 10/7/2008
Engineer ARH

Factored Uplift (kips)	466.28	Anchor Bolt Count (per leg)	6
Factored Download (kips)	538.45		
Factored Shear (kips)	51.12		
Ultimate Bearing Pressure	9		
Bearing Φs	0.75		
Bearing Design Strength (ksf)	6.75		
Water Table Below Grade (ft)	999		
Bolt Circle Diameter (in)	13.25		
Top of Concrete to Top of Bottom Threads (in)	57.5		
Pier Diameter (ft)	3	Minimum Pier Diameter (ft)	2.60
Ht. Above Ground (ft)	0.5		
Pier Length Below Ground (ft)	27		
Quantity of Bars	14		
Bar Diameter (in)	1.27		
Tie Bar Diameter (in)	0.5		
Spacing of Ties (in)	12		
Area of Bars (in^2)	17.73	Minimum Area of Steel (in^2)	5.09
Spacing of Bars (in)	6.22		
f'c (ksi)	3		
fy (ksi)	60		
Unit Wt. of Concrete (kcf)	0.15		
Download Friction Φs	0.75		
Uplift Friction Φs	0.75		
Volume of Concrete (yd^3)	7.20		
Skin Friction Factor for Uplift	1	Length to Ignore Download (ft)	
Ignore Bottom Length in Download?	☐	0	

Depth at Bottom of Layer (ft)	Ult. Skin Friction (ksf)	(Ult. Skin Friction)*(Uplift Factor)	γ (kcf)
2	0.00	0.00	0.11
23	0.85	0.85	0.12
33	15.00	15.00	0.15
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0

Download:

Factored Net Weight of Concrete (kips)	0.6		
Bearing Design Strength (kips)	47.7		
Skin Friction Design Strength (kips)	550.3		
Download Design Strength (kips)	598.0	Factored Net Download (kips)	539.1

DRILLED STRAIGHT PIER DESIGN BY SABRE TOWERS & POLES (CONTINUED)

Uplift:

Nominal Skin Friction (kips)	733.7		
Wc, Weight of Concrete (kips)	29.2		
W_R, Soil Resistance (kips)	1047.5		
Φs(Wr+Wc) (kips)	807.5		
Uplift Design Strength (kips)	572.2	Factored Uplift (kips)	466.3

Pier Design:

Design Tensile Strength (kips)	957.7	Tu (kips)	466.3
ϕV_n (kips)	56.2	V_u (kips)	51.1
$\phi V_c=\phi 2(1+N_u/(500A_g))f'_c{}^{1/2}b_w d$ (kips)	8.1		
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)	
		*** 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)	466.3
Rebar Development Length (in)	47.26	Required Length of Development (in)	33.87

Condition	1 is OK, 0 Fails
Download	1
Uplift	1
Area of Steel	1
Shear	1
Anchor Bolt Pull-Out	1
Interaction Diagram Visual Check	1

Exhibit E

GEOTECHNICAL ENGINEERING REPORT

PROPOSED GIRDLER TELECOMMUNICATION TOWER
SITE NUMBER: 098G0127
HIGHWAY 11 NORTH
GIRDLER, KNOX COUNTY, KENTUCKY

TERRACON PROJECT NO.: 57087348
September 26, 2008

Prepared For:

NSORO, LLC
Atlanta, Georgia

Prepared by:

Terracon

Louisville, Kentucky

Terracon

Form 101—1-87

September 26, 2008

Terracon
Consulting Engineers & Scientists

Terracon Consultants, Inc.
5217 Linbar Drive, #309
Nashville, Tennessee 37211
Phone 615.333.6444
Fax 615.333.6443
www.terracon.com

Nsoro, LLC
2500 Cumberland Parkway, Suite 100
Atlanta, Georgia 30339

Attention: Will Jacobs

Re: Geotechnical Engineering Report
Proposed 300' Self Supporting Tower
Site Name: Girdler
Site Number: 098G0127
Highway 11 North
Girdler, Knox County, Kentucky
Terracon Project No. 57087348

Dear Mr. Jacobs:

The results of our subsurface exploration are attached. The purpose of this exploration was to obtain information on subsurface conditions at the proposed project site and, based on this information, to provide recommendations regarding the design and construction of foundations for the proposed tower.

Terracon's geotechnical design parameters and recommendations within this report apply to the existing planned tower height and would apply to adjustments in the tower height, up to a 20% increase or decrease in height, as long as the type of tower does not change. If changes in the tower height dictate a change in tower type (i.e. - monopole to a self-support, self-support to a guyed tower), Terracon should be contacted to evaluate our recommendations with respect to these changes.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report, or if we may be of further service to you in any way, please feel free to contact us.

Sincerely,
Terracon

Shaikh Z. Rahman, EIT.
Project Engineer

Timothy G. LaGrow, P.E.
Kentucky No. 17758

STATE OF KENTUCKY
TIMOTHY G. LaGROW
17758
REGISTERED
PROFESSIONAL ENGINEER

n:\projects\2008\57087348\G57087348.doc

Attachments: Geotechnical Engineering Report

Copies: Addressee (1 pdf)

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GEOTECHNICAL ENGINEERING REPORT

PROPOSED GIRDLER TELECOMMUNICATIN TOWER
SITE NUMBER: 098G0127
GIRDLER, KNOX COUNTY, KENTUCKY
TERRACON PROJECT NO.: 57087348
September 26, 2008

1.0 INTRODUCTION

The purpose of this report is to describe the subsurface conditions encountered in the boring, analyze and evaluate the test data, and provide recommendations regarding the design and construction of foundations and earthwork for the proposed tower. One boring extending to a depth of about 33 feet below the existing ground surface was drilled at the site. An individual boring log and a boring location plan are included with this report.

2.0 PROJECT DESCRIPTION

Terracon understands the proposed project will consist of the construction of a 300-foot self supporting tower. Exact tower loads are not available, but based on our past experience are anticipated to be as follows:

Vertical Load:	825 kips
Horizontal Shear:	100 kips
Uplift:	650 kips

A small, lightly loaded equipment building will also be constructed. Wall and floor loads for this building are not anticipated to exceed 1 kip per linear foot and 100 pounds per square foot, respectively. At the time of the site visit, the property was a gently to moderately sloping hillside. Existing grades within the 100-foot by 100-foot tower leasehold area were not available at the time of this writing. Based on observed topography, several feet of cut/fill may be required.

3.0 EXPLORATION PROCEDURES

3.1 Field Exploration

The subsurface exploration consisted of drilling and sampling one boring at the site to a depth of about 33 feet below existing grade. The boring was advanced at the center of the lease area, staked by the project surveyor. Ground surface elevations were not available at the time of this report and have been omitted from the boring log. The location of the boring should be considered accurate only to the degree implied by the means and methods used to define them.

The boring was drilled with a truck-mounted rotary drill rig using hollow stem augers to advance the borehole. Representative soil samples were obtained by the split-barrel sampling procedure in general accordance with the appropriate ASTM standard. In the split-barrel sampling procedure, the number of blows required to advance a standard 2-inch O.D. split-barrel sampler the last 12 inches of the typical total 18-inch penetration by means of a 140-pound hammer with a free fall of 30 inches, is the standard penetration resistance (SPT) value (N-Value). This value is used to estimate the in-situ relative density of cohesionless soils and the consistency of cohesive soils. The sampling depths, penetration distance, and SPT N-Values are shown on the boring log. The samples were sealed and delivered to the laboratory for testing and classification.

Auger refusal was encountered at a depth of about 23 feet below the existing ground surface. The boring was extended into the refusal materials using a diamond bit attached to the outer barrel of a double core barrel. The inner barrel collected the cored material as the outer barrel was rotated at high speeds to cut the rock. The barrel was retrieved to the surface upon completion of each drill run. Once the core samples were retrieved, they were placed in a box and logged. The rock was later classified by an engineer and the "percent recovery" and rock quality designation (RQD) were determined.

The "percent recovery" is the ratio of the sample length retrieved to the drilled length, expressed as a percent. An indication of the actual in-situ rock quality is provided by calculating the sample's RQD. The RQD is the percentage of the length of broken cores retrieved which have core segments at least 4 inches in length compared to each drilled length. The RQD is related to rock soundness and quality as illustrated below:

Table 1 – Rock Quality Designation (RQD)

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

A field log of the boring was prepared by a subcontract driller. This log included visual classifications of the materials encountered during drilling as well as the driller's interpretation of the subsurface conditions between samples. The final boring log included with this report represents an interpretation of the driller's field log and a visual classification of the soil samples made by the Geotechnical Engineer.

3.2 Laboratory Testing

The samples were classified in the laboratory based on visual observation, texture and plasticity. The descriptions of the soils indicated on the boring log are in accordance with the enclosed General Notes and the Unified Soil Classification System. Estimated group symbols according to the Unified Soil Classification System are given on the boring log. A brief description of this classification system is attached to this report.

The laboratory testing program consisted of performing water content tests and an Atterberg Limits tests on representative soil samples. Information from these tests was used in conjunction with field penetration test data to evaluate soil strength in-situ, volume change potential, and soil classification. Results of these tests are provided on the boring log.

A representative sample of rock core was tested for unconfined compressive strength. Result of this test is provided on the boring log at the appropriate horizon.

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

4.0 EXPLORATORY FINDINGS

4.1 *Subsurface Conditions*

Conditions encountered at the boring location are indicated on the boring log. Stratification boundaries on the boring log represent the approximate location of changes in soil types and the transition between materials may be gradual. Water levels shown on the boring log represent the conditions only at the time of our exploration. Based on the results of the boring, subsurface conditions on the project site can be generalized as follows.

Beneath about ½ foot of topsoil, the boring encountered sandy clay (CL) and fat clay (CH) with varying amounts of chert extending to auger refusal at about 23 feet below grade. The clays exhibited a very stiff to hard consistency based on standard penetration test (N) values in the range of about 13 to over 50 blows per foot (bpf). The presence of chert in the soil matrix most likely inflated the higher blow counts.

Rock coring techniques were employed to sample the refusal materials. The core sample consists of slightly weathered, hard, closely jointed siltstone with shale seams. Core recovery was 100 percent. Bedrock quality is considered excellent as defined by an RQD value of 91 percent. Considering the competent nature of the bedrock, coring operations were terminated at a depth of approximately 33 feet below existing grade.

4.2 Site Geology

A review of the Geologic Map of Fount Quadrangle, Kentucky published by the United States Geological Survey (1978), indicates that the site is underlain by Breathitt formation of the lower and middle Pennsylvanian age. This formation consists largely of gray siltstone and shale, and minor amounts of coal and limestone. The Breathitt Formation is about 1,000 feet thick.

4.3 Groundwater Conditions

No groundwater was encountered during the auger drilling portion of the borehole. Water was used to advance the borehole during rock coring operations. The introduction of water into the borehole precluded obtaining accurate groundwater level readings at the time of drilling operations. Long term observation of the groundwater level in monitoring wells, sealed from the influence of surface water, would be required to obtain accurate groundwater levels on the site.

Fluctuations of the groundwater level can occur due to seasonal variations in the amount of rainfall, runoff, and other factors not evident at the time the boring was performed. Perched water could develop at higher levels within more permeable layers following periods of heavy or prolonged precipitation. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project.

5.0 ENGINEERING RECOMMENDATIONS

Based on the encountered subsurface conditions, the tower can be constructed on drilled piers or on a mat foundation. The lightly loaded equipment building can be supported on shallow spread footings. Drilled pier and shallow foundation recommendations are presented in the following paragraphs.

5.1 Tower Foundation

Drilled Pier Alternative: Based on the results of the boring, the following tower foundation design parameters have been developed:

Table 2 - Drilled Pier Foundation Design Parameters

Depth * (feet)	Description **	Allowable Skin Friction (psf)	Allowable End Bearing Pressure (psf)	Allowable Passive Pressure (psf)	Internal Angle of Friction (Degree)	Cohesion (psf)	Lateral Subgrade Modulus (pci)	Strain, $\&_{50}$ (in/in)
0 – 2'	Topsoil and Sandy Clay	Ignore	Ignore	Ignore	-	-	Ignore	Ignore
2 – 23'	Sandy Clay and Fat Clay	425	3,000	1,500	0	1,500	125	0.007
23 – 33'	Competent Siltstone ***	7,500 ***	40,000	15,000 ***	0	150,000 ***	3,000	0.00001

* Pier inspection is recommended to adjust pier length if variable soil/rock conditions are encountered.
** A total unit weight of 120 and 150 pcf can be estimated for the lean clay and competent siltstone, respectively.
*** The pier should be embedded a minimum of 3 feet into competent siltstone to mobilize these higher rock strength parameters. Furthermore, it is assumed the rock socket will be extended using coring techniques rather than blasting/shooting.

The above indicated cohesion, friction angle, lateral subgrade modulus and strain values have no factors of safety, and the allowable skin friction and the passive resistances have factors of safety of 2. The cohesion, internal friction angle, lateral subgrade modulus and strain values given in the above table are based on the boring, published correlation values and Terracon's past experience with similar soil/rock types. These values should, therefore, be considered approximate. To mobilize the higher rock strength parameters, the pier should be socketed at least 3 feet into bedrock. Furthermore, it is assumed that the rock socket is developed using coring rather than blasting techniques. The allowable end bearing pressure provided in the table has an approximate factor of safety of at least 3. Total settlement of drilled piers designed using the above parameters is not anticipated to exceed ½ inch.

The upper 2 feet of topsoil and sandy clay should be ignored due to the potential affects of frost action and construction disturbance. To avoid a reduction in lateral and uplift resistance caused by variable subsurface conditions and or bedrock depths, the drawings should instruct the contractor to notify the engineer if subsurface conditions significantly different than encountered in the boring are disclosed during drilled pier installation. Under these circumstances, it may be necessary to adjust the overall length of the pier. To facilitate these adjustments and assure that the pier is embedded in suitable materials, it is recommended that a Terracon representative observe the drilled pier excavation.

If a bedrock socket is required, it is recommended that a minimum pier length and minimum competent rock socket length be stated on the design drawings. Competent rock was encountered in the boring below a depth of about 23 feet, but could vary between tower legs or if the tower is moved from the location of the boring. If the tower center is moved from the

planned location, Terracon should be notified to review the recommendations and determine whether an additional boring is required. To facilitate pier length adjustments that may be necessary because of variable rock conditions, it is recommended that a Terracon representative observe the drilled pier excavation.

A drilled pier foundation should be designed with a minimum shaft diameter of 30 inches to facilitate clean out and possible dewatering of the pier excavation. Temporary casing may be required during the pier excavation in order to control possible groundwater seepage and support the sides of the excavation in weak soil zones. Care should be taken so that the sides and bottom of the excavations are not disturbed during construction. The bottom of the shaft should be free of loose soil or debris prior to reinforcing steel and concrete placement.

A concrete slump of at least 6 inches is recommended to facilitate temporary casing removal. It should be possible to remove the casing from a pier excavation during concrete placement provided that the concrete inside the casing is maintained at a sufficient level to resist any earth and hydrostatic pressures outside the casing during the entire casing removal procedure.

Mat Foundation Alternative: The mat foundation can be designed using the following natural soil/engineered fill parameters. These parameters are based on the findings of the boring, a review of published correlation values and Terracon's experience with similar soil conditions. These design parameters also assume that the base of the mat foundation will rest on natural soils or well-graded crushed stone that is compacted and tested on a full time basis.

Table 3 - Mat Foundation Design Parameters

Depth (feet)	Description	Allowable Contact Bearing Pressure (psf)	Allowable Passive Pressure (psf)	Coefficient of Friction, Tan δ	Vertical Modulus of Subgrade Reaction (pci)
0 - 2	Topsoil and Lean Clays	Ignore	Ignore	-	
≥ 2	Sandy and Fat Clay or Crushed Stone Fill	3,000	Ignore	0.35	125

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

5.2 Equipment Building Foundations

The proposed equipment building may be supported on shallow footings bearing on stiff natural soils or on properly compacted fill extending to suitable soils. The near surface fat clays have the potential for expansion under light loads such as those expected for the equipment building. To reduce the risk, we recommend a minimum of 2 feet of low volume change soil be placed below the foundation and building floor slab. Even with the recommended low volume change buffer, some differential movements of lightly loaded shallow foundations and floor slabs could occur. This office should be contacted for more aggressive measures if differential movements in excess of 1 inch are not tolerable.

The equipment building foundations should be dimensioned using a net allowable soil bearing pressure of 2,500 pounds per square foot (psf). In using net allowable soil pressures for footing dimensioning, the weight of the footings and backfill over the footings need not be considered. Furthermore, the footings should be at least 12 inches wide and a minimum of 2.0 feet square.

The geotechnical engineer or a qualified representative should observe the foundation excavations to verify that the bearing materials are suitable for support of the proposed loads. If, at the time of such observation, any soft soils are encountered at the design foundation elevation, the excavations should be extended downward to native stiff soils and backfilled with compacted engineered fill.

The recommended soil bearing value should be considered an upper limit, and any value less than that listed above would be acceptable for the foundation system. Using the value given, total settlement under normal building loads would be about 1 inch or less with differential settlements being less than 75 percent of total settlement. Footings should be placed at a depth of 2.0 feet, or greater, below finished exterior grade for protection against frost damage.

5.3 Parking and Drive Areas

The drive that accesses the site will be surfaced with crushed stone. Parking and drive areas that are surfaced with crushed stone should have a minimum thickness of 6 inches and be properly placed and compacted as outlined herein. The crushed stone should meet Kentucky Transportation Cabinet specifications and applicable local codes.

A paved section consisting only of crushed graded aggregate base course should be considered a high maintenance section. Regular care and maintenance is considered essential to the longevity and use of the section. Site grades should be maintained in such a manner as to allow for adequate surface runoff. Any potholes, depressions or excessive rutting that may develop should be repaired as soon as possible to reduce the possibility of degrading the soil subgrade.

5.4 Site Preparation

Site preparation should begin with the removal of any topsoil, loose, soft or otherwise unsuitable materials from the construction area. The geotechnical engineer should evaluate the actual stripping depth, along with any soft soils or fat clay that require undercutting at the time of construction.

Any fill and backfill placed on the site should consist of approved materials that are free of organic matter and debris. Suitable fill materials should consist of well graded crushed stone below the tower foundation and well graded crushed stone or low plasticity cohesive soil elsewhere. Low-plasticity cohesive soil should have a liquid limit of less than 45 percent and a plasticity index of less than 25 percent. The on-site sandy clays are considered suitable for reuse. The on-site fat clays, encountered at about 3 feet below grade, are considered marginal for re-use as fill due to their high plasticity. These fat clays should not be placed beneath the equipment building. It is recommended that during construction these soils be further tested and evaluated prior to use as fill. Fill should not contain frozen material and it should not be placed on a frozen subgrade.

The fill should be placed and compacted in lifts of 9 inches or less in loose thickness. Fill placed below structures or used to provide lateral resistance should be compacted to at least 98 percent of the material's maximum standard Proctor dry density (ASTM D-698). Fill should be placed, compacted, and maintained at moisture contents within minus 1 to plus 3 percent of the optimum value determined by the standard Proctor test.

The geotechnical engineer should be retained to monitor fill placement on the project and to perform field density tests as each lift of fill is placed in order to evaluate compliance with the design requirements. Standard Proctor and Atterberg limits tests should be performed on the representative samples of fill materials before their use on the site.

5.5 Seismic Considerations

According to the 2002 Kentucky Building Code, the site is located within Seismic Design Category C. The applicable site class definition would be Class C based on an estimated average undrained shear strength for the entire soil and underlying siltstone profile in excess of 2,000 psf.

6.0 GENERAL COMMENTS

Terracon should be retained to review the final design plans and specifications so comments can be made regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. Terracon also should be retained to provide testing and observation during excavation, grading, foundation and construction phases of the project.

The analysis and recommendations presented in this report are based upon the data obtained from the boring performed at the indicated location and from other information discussed in this report. This report does not reflect variations that may occur across the site, or due to the modifying effects of weather. The nature and extent of such variations may not become evident until during or after construction. If variations appear, we should be immediately notified so that further evaluation and supplemental recommendations can be provided.

The scope of services for this project does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, either express or implied, are intended or made. Site safety, excavation support, and dewatering requirements are the responsibility of others. In the event that changes in the nature, design, or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless Terracon reviews the changes and either verifies or modifies the conclusions of this report in writing.

APPENDIX

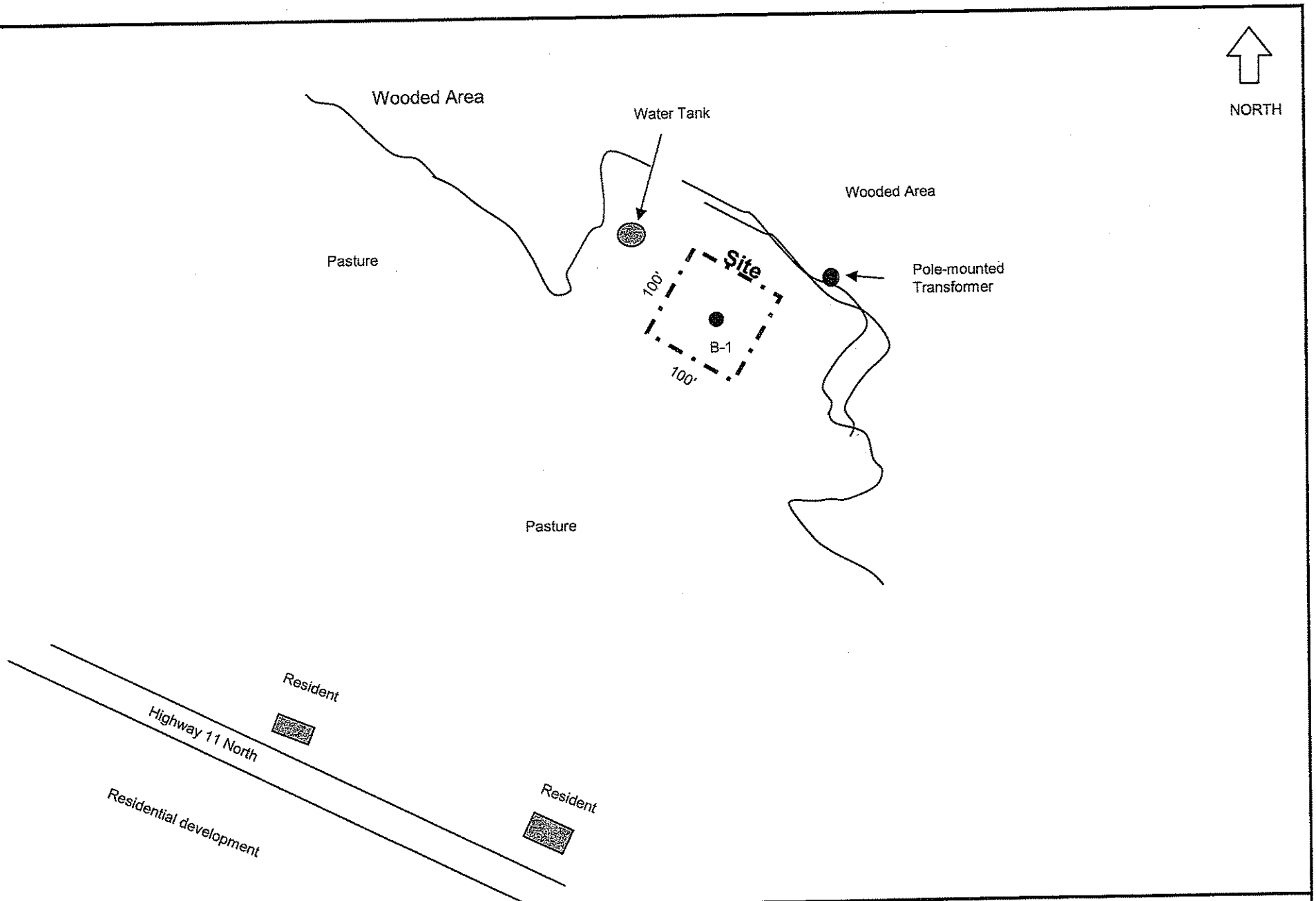

Figure 1

BORING LOCATION DIAGRAM

SCALE: NTS

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nsoro, LLC
Girdlerr Site
Girdler,Kentucky
PROJECT NO. 57087348

LOG OF BORING NO. B-1

CLIENT: **Nsoro, LLC**

SITE: **Girdler, Kentucky**

PROJECT: **Girdler Telecommunication Tower**

GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES SPT - N BLOWS / ft.	TESTS WATER CONTENT, %	TESTS DRY UNIT WT pcf	TESTS UNCONFINED STRENGTH, psf	ATTERBERG LIMITS
	0.6 **TOPSOIL**										
	SANDY CLAY trace chert fragments, light brown, very stiff, moist		CL	1	SS	14	13	16			
	3.5 **FAT CLAY** with sand, trace gravel, red, very stiff to hard, moist		CH	2	SS	16	24	17			LL = 63 PL = 28 PI = 35
		5	CH	3	SS	14	50/5	18			
	with weathered rock fragments		CH	4	SS	16	53	28			
		10									
			CH	5	SS	16	47	29			
		15									
	18.5 **FAT CLAY** trace coal fragments, medium brown, hard, moist		CH	6	SS	6	50/5	32			
		20									
	23 AUGER REFUSAL **SILTSTONE**, slightly weathered, with shale seams, medium gray, moderately hard, closely jointed			7	DB	100%	RQD 91%			5310 pcf	
		25									
		30									
	33 CORING TERMINATED										

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

WATER LEVEL OBSERVATIONS, ft		
WL	▽	▼
WL	▼	▼
WL	N/E	

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BORING STARTED	9-4-08		
BORING COMPLETED	9-4-08		
RIG	CME-55	FOREMAN	
APPROVED	RCH	JOB #	57087348

BOREHOLE 99 57087348 LOGS.GPJ TERRACON.GDT 9/26/08

GENERAL NOTES

DRILLING & SAMPLING SYMBOLS:

SS:	Split Spoon - 1-3/8" I.D., 2" O.D., unless otherwise noted	HS:	Hollow Stem Auger
ST:	Thin-Walled Tube - 2" O.D., unless otherwise noted	PA:	Power Auger
RS:	Ring Sampler - 2.42" I.D., 3" O.D., unless otherwise noted	HA:	Hand Auger
DB:	Diamond Bit Coring - 4", N, B	RB:	Rock Bit
BS:	Bulk Sample or Auger Sample	WB:	Wash Boring or Mud Rotary

The number of blows required to advance a standard 2-inch O.D. split-spoon sampler (SS) the last 12 inches of the total 18-inch penetration with a 140-pound hammer falling 30 inches is considered the "Standard Penetration" or "N-value".

WATER LEVEL MEASUREMENT SYMBOLS:

WL:	Water Level	WS:	While Sampling
WCI:	Wet Cave in	WD:	While Drilling
DCI:	Dry Cave in	BCR:	Before Casing Removal
AB:	After Boring	ACR:	After Casing Removal

Water levels indicated on the boring logs are the levels measured in the borings at the times indicated. Groundwater levels at other times and other locations across the site could vary. In pervious soils, the indicated levels may reflect the location of groundwater. In low permeability soils, the accurate determination of groundwater levels may not be possible with only short-term observations.

DESCRIPTIVE SOIL CLASSIFICATION: Soil classification is based on the Unified Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

CONSISTENCY OF FINE-GRAINED SOILS

Unconfined Compressive Strength, Qu, psf	Standard Penetration or N-value (SS) Blows/Ft.	Consistency
< 500	<2	Very Soft
500 – 1,000	2-3	Soft
1,001 – 2,000	4-6	Medium Stiff
2,001 – 4,000	7-12	Stiff
4,001 – 8,000	13-26	Very Stiff
8,000+	26+	Hard

RELATIVE DENSITY OF COARSE-GRAINED SOILS

Standard Penetration or N-value (SS) Blows/Ft.	Relative Density
0 – 3	Very Loose
4 – 9	Loose
10 – 29	Medium Dense
30 – 49	Dense
50+	Very Dense

RELATIVE PROPORTIONS OF SAND AND GRAVEL

Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	< 15
With	15 – 29
Modifier	> 30

GRAIN SIZE TERMINOLOGY

Major Component of Sample	Particle Size
Boulders	Over 12 in. (300mm)
Cobbles	12 in. to 3 in. (300mm to 75 mm)
Gravel	3 in. to #4 sieve (75mm to 4.75 mm)
Sand	#4 to #200 sieve (4.75mm to 0.075mm)
Silt or Clay	Passing #200 Sieve (0.075mm)

RELATIVE PROPORTIONS OF FINES

Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	< 5
With	5 – 12
Modifiers	> 12

PLASTICITY DESCRIPTION

Term	Plasticity Index
Non-plastic	0
Low	1-10
Medium	11-30
High	30+

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GENERAL NOTES

Sedimentary Rock Classification

DESCRIPTIVE ROCK CLASSIFICATION:

Sedimentary rocks are composed of cemented clay, silt and sand sized particles. The most common minerals are clay, quartz and calcite. Rock composed primarily of calcite is called *limestone; rock of sand size grains is called sandstone*, and rock of clay and silt size grains is called mudstone or claystone, siltstone, or shale. Modifiers such as shaly, sandy, dolomitic, calcareous, carbonaceous, etc. are used to describe various constituents. Examples: sandy shale; calcareous sandstone.

LIMESTONE	Light to dark colored, crystalline to fine-grained texture, composed of $CaCo_3$, reacts readily with HCl.
DOLOMITE	Light to dark colored, crystalline to fine-grained texture, composed of $CaMg(CO_3)_2$, harder than limestone, reacts with HCl when powdered.
CHERT	Light to dark colored, very fine-grained texture, composed of micro-crystalline quartz ($Si0_2$), brittle, breaks into angular fragments, will scratch glass.
SHALE	Very fine-grained texture, composed of consolidated silt or clay, bedded in thin layers. The unlaminated equivalent is frequently referred to as siltstone, claystone or mudstone.
SANDSTONE	Usually light colored, coarse to fine texture, composed of cemented sand size grains of quartz, feldspar, etc. Cement usually is silica but may be such minerals as calcite, iron-oxide, or some other carbonate.
CONGLOMERATE	Rounded rock fragments of variable mineralogy varying in size from near sand to boulder size but usually pebble to cobble size (*½ inch to 6 inches). Cemented together with various cementing* agents. Breccia is similar but composed of angular, fractured rock particles cemented together.

PHYSICAL PROPERTIES:

DEGREE OF WEATHERING

Slight	Slight decomposition of parent material on joints. May be color change.
Moderate	*Some decomposition and color* change throughout.
High	Rock highly decomposed, may be extremely broken.

HARDNESS AND DEGREE OF CEMENTATION

Limestone and Dolomite:

Hard	Difficult to scratch with knife.
Moderately Hard	Can be scratched easily with knife, cannot be scratched with fingernail.
Soft	Can be scratched with fingernail.

Shale, Siltstone and Claystone

Hard	Can be scratched easily with knife, cannot be scratched with fingernail.
Moderately Hard	Can be scratched with fingernail.
Soft	Can be easily dented but not molded with fingers.

Sandstone and Conglomerate

Well Cemented	Capable of scratching a knife blade.
Cemented	Can be scratched with knife.
Poorly Cemented	Can be broken apart easily with fingers.

BEDDING AND JOINT CHARACTERISTICS

Bed Thickness	Joint Spacing	Dimensions
Very Thick	Very Wide	>10′
Thick	Wide	3′ - 10′
Medium	Moderately Close	1′ - 3′
Thin	Close	2″ - 1′
Very Thin	Very Close	.4″ - 2″
Laminated	—	.1″ - .4″

Bedding Plane	A plane dividing sedimentary rocks of the same or different lithology.
Joint	*Fracture in rock, generally more or* less vertical or transverse to bedding, along which no appreciable movement has occurred.
Seam	Generally applies to bedding plane with an unspecified degree of *weathering.*

SOLUTION AND VOID CONDITIONS

Solid	Contains no voids.
Vuggy (Pitted)	Rock having small solution pits or cavities up to ½ inch diameter, frequently with a mineral lining.
Porous	Containing numerous voids, pores, or other openings, which may or may not interconnect.
Cavernous	*Containing cavities or caverns, sometimes* quite large.

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UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests[A]					Soil Classification	
					Group Symbol	Group Name[B]
Coarse Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines[C]	$Cu \geq 4$ and $1 \leq Cc \leq 3$[E]		GW	Well-graded gravel[F]
			$Cu < 4$ and/or $1 > Cc > 3$[E]		GP	Poorly graded gravel[F]
		Gravels with Fines More than 12% fines[C]	Fines classify as ML or MH		GM	Silty gravel[F,G,H]
			Fines classify as CL or CH		GC	Clayey gravel[F,G,H]
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines[D]	$Cu \geq 6$ and $1 \leq Cc \leq 3$[E]		SW	Well-graded sand[I]
			$Cu < 6$ and/or $1 > Cc > 3$[E]		SP	Poorly graded sand[I]
		Sands with Fines More than 12% fines[D]	Fines classify as ML or MH		SM	Silty sand[G,H,I]
			Fines Classify as CL or CH		SC	Clayey sand[G,H,I]
Fine-Grained Soils 50% or more passes the No. 200 sieve	Silts and Clays Liquid limit less than 50	inorganic	PI > 7 and plots on or above "A" line[J]		CL	Lean clay[K,L,M]
			PI < 4 or plots below "A" line[J]		ML	Silt[K,L,M]
		organic	Liquid limit - oven dried / Liquid limit - not dried	< 0.75	OL	Organic clay[K,L,M,N] / Organic silt[K,L,M,O]
	Silts and Clays Liquid limit 50 or more	inorganic	PI plots on or above "A" line		CH	Fat clay[K,L,M]
			PI plots below "A" line		MH	Elastic Silt[K,L,M]
		organic	Liquid limit - oven dried / Liquid limit - not dried	< 0.75	OH	Organic clay[K,L,M,P] / Organic silt[K,L,M,Q]
Highly organic soils	*Primarily organic matter, dark in color, and organic odor*				PT	Peat

[A] Based on the material passing the 3-in. (75-mm) sieve

[B] If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

[C] Gravels with 5 to 12% fines require *dual symbols: GW-GM well-graded* gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

[D] Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay

[E] $Cu = D_{60}/D_{10}$ $\quad Cc = \dfrac{(D_{30})^2}{D_{10} \times D_{60}}$

[F] If soil contains ≥ 15% sand, add "with sand" to group name.

[G] If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

[H] If fines are organic, add "with organic fines" to group name.

[I] If soil contains ≥ 15% gravel, add "with gravel" to group name.

[J] If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

[K] If soil contains *15 to 29% plus No. 200, add "with sand" or* "with gravel," whichever is predominant.

[L] If soil contains ≥ 30% plus No. 200 predominantly sand, add "sandy" to group name.

[M] If soil contains ≥ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.

[N] PI ≥ 4 *and plots on or above "A" line.*

[O] PI < 4 or plots below "A" line.

[P] PI plots on or above "A" line.

[Q] PI plots below "A" line.

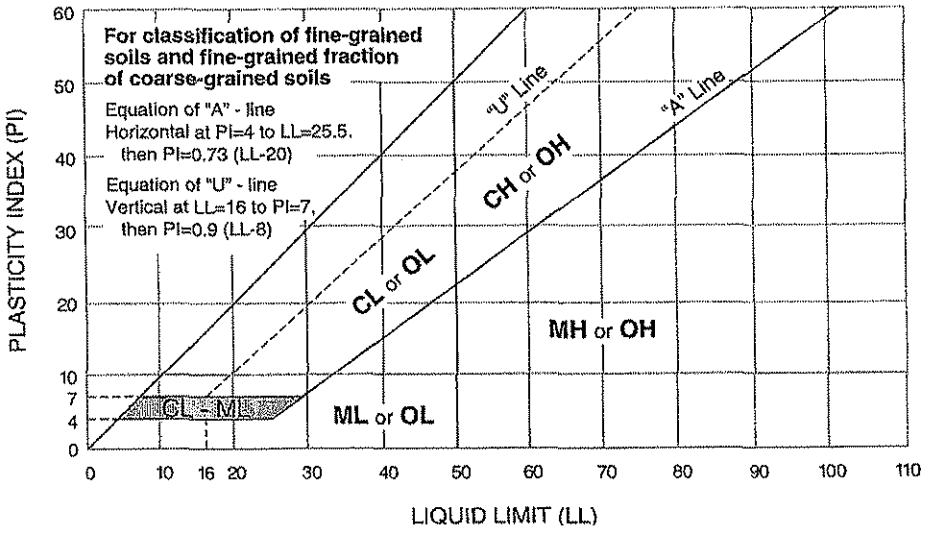

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Exhibit F

Competing Utilities, Corporations or Persons

American Tower

Crown Communication

SBA Towers

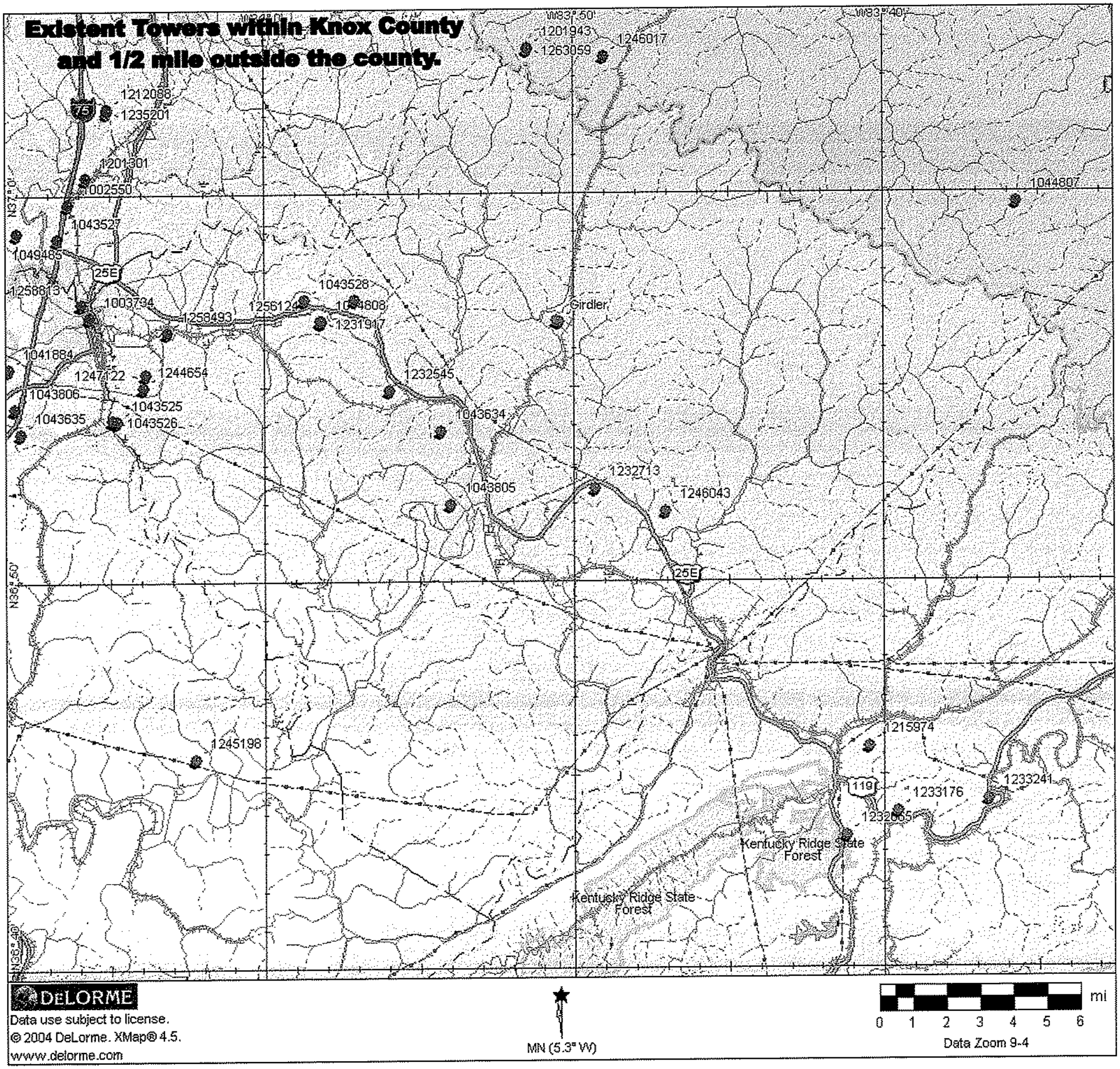
Verizon

Sprint / Nextel

T-Mobile

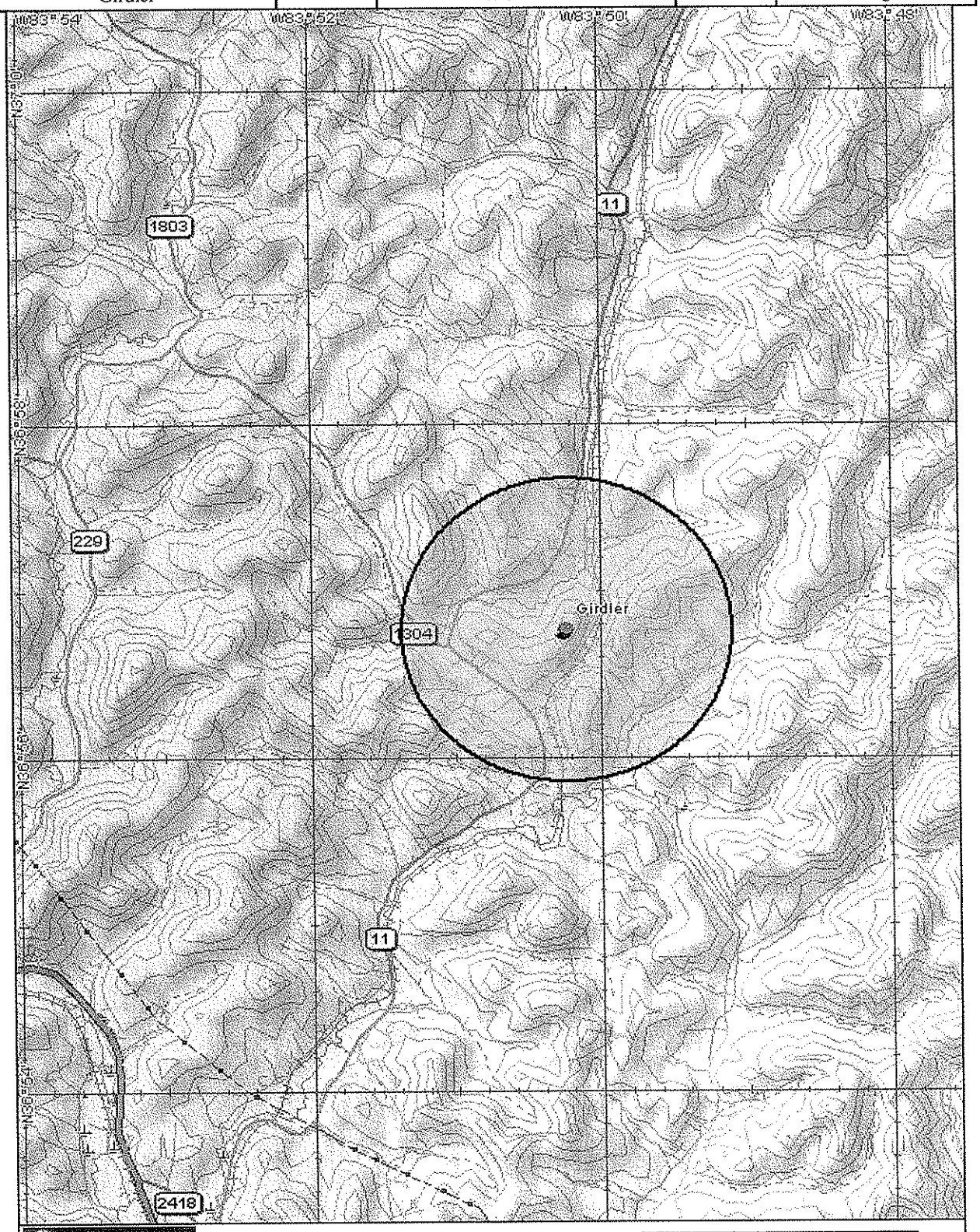
Bluegrass Cellular

RamCell Cellular



Existent Towers within Knox County
and 1/2 mile outside the county.
1201943
1263059
1246017
1212088
1235201
1201301
1002550
1043527
1049465
1258813
1003734
1258493
1256124
1043528
1231917
1041884
1247122
1244654
1043806
1043525
1043635
1043526
1232545
1043634
1043805
1232713
1246043
Girdler
1044807
25E
75
1245198
1215974
1233176
1233241
119
Kentucky Ridge State Forest
Kentucky Ridge State Forest
W83°40'
W83°50'
N37°0'
N36°50'
N36°40'
DELORME
Data use subject to license.
© 2004 DeLorme. XMap® 4.5.
www.delorme.com
MN (5.3° W)
0 1 2 3 4 5 6 mi
Data Zoom 9-4

Girdler | 098G0127 | Lexington



DeLORME

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© 2004 DeLorme. XMap® 4.5.

www.delorme.com

MN (5.3° W)

0 ¼ ½ ¾ 1 1¼ 1½ 1¾ mi

Data Zoom 11-2

AT&T Mobility

KY/TN RF Engineering

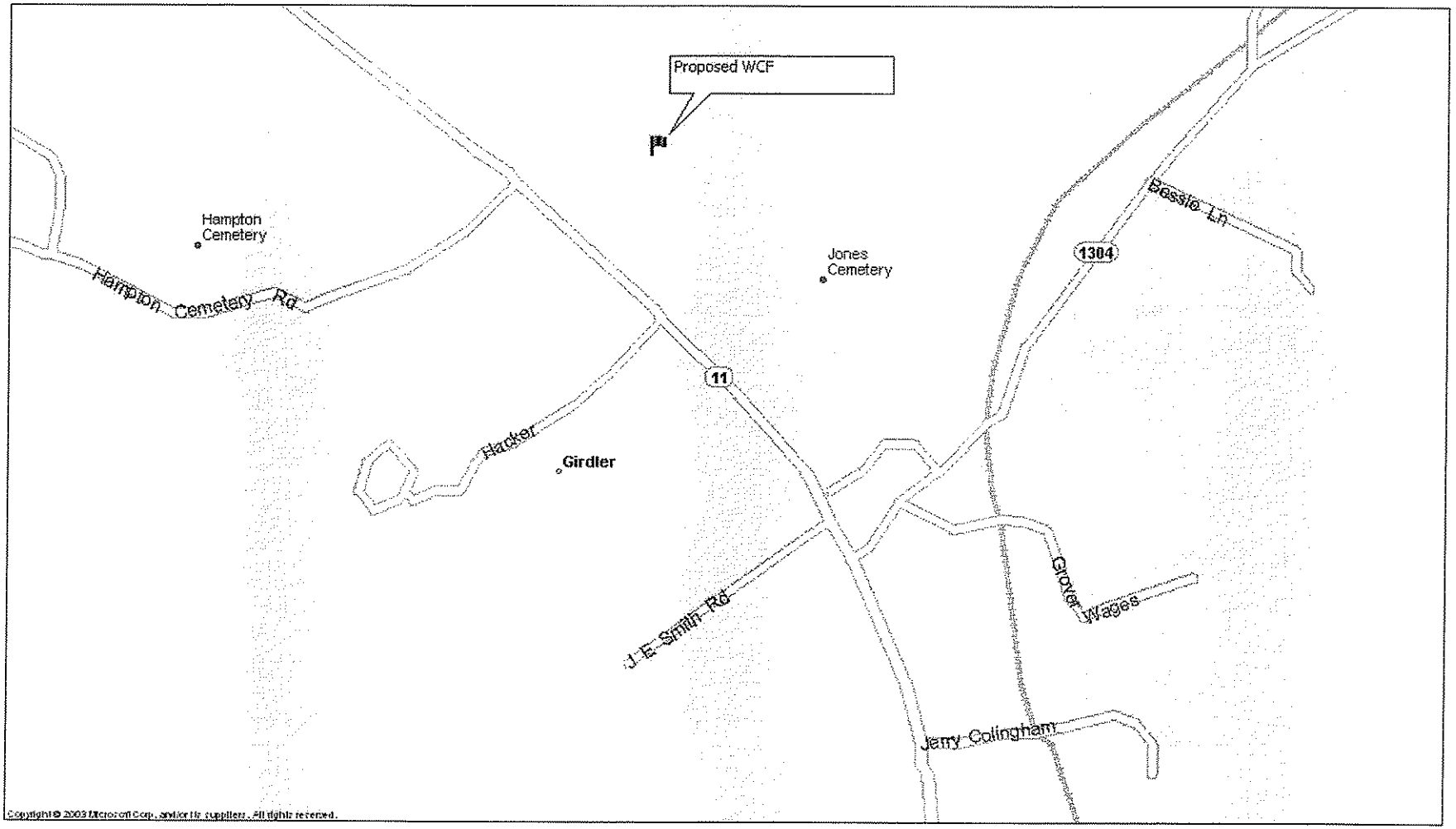
Proposed WCF
Hampton Cemetery
Hampton Cemetery Rd
Jones Cemetery
Bessie Ln
1304
11
Girdler
Harder
J E Smith Rd
Grover Wages
Jerry Colingham
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Exhibit G

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

Aeronautical Study No.
2008-ASO-5304-OE

Issued Date: 10/21/2008

AT&T Mobility
Muayyad Mustafa (AG)
5601 Legacy Drive; MS:A3
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 098G0127 Girdler
Location:	Girdler, KY
Latitude:	36-56-28.68N NAD 83
Longitude:	83-50-31.94W
Heights:	320 feet above ground level (AGL)
	1507 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)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part II)

This determination expires on 04/21/2010 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-5304-OE.

Signature Control No: 597607-103458770 (DNE)
Katie Venticinque
Technician

Attachment(s)
Frequency Data

Frequency Data for ASN 2008-ASO-5304-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

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

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

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

INSTRUCTIONS INCLUDED

Kentucky Aeronautical Study Number

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

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

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 _____

7. Marking/Painting and/or Lighting Preferred:
☐ Red Lights and Paint ☑ Dual - Red & Medium Intensity White
☐ White - Medium Intensity ☐ Dual - Red & High Intensity White
☐ White - High Intensity ☐ Other _____

8. FAA Aeronautical Study Number _____

9. Latitude: 36° 56' 28.7"

10. Longitude: 83° 50' 31.9"

11. Datum: ☑ NAD83 ☐ NAD27 ☐ Other _____

12. Nearest Kentucky City: GIRDLER County KNOX

13. Nearest Kentucky public use or Military airport:
LONDON-CORBIN AIRPORT - MAGEE FIELD

14. Distance from #13 to Structure: 14.14 NM

15. Direction from #13 to Structure: South East

16. Site Elevation (AMSL): 1,187 Feet

17. Total Structure Height (AGL): 310 Feet

18. Overall Height (#16 + #17) (AMSL): 1,497 Feet

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

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 ATTACHED MAP.

21. Description of Proposal:
AT&T Wireless wants to build a Telecommunications Tower
site NAME: GIRDLER

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

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 — Printed Name and Title
Signature
9/15/08 — Date

PENALTIES: Persons failing to comply with Kentucky Revised Statutes (KRS 183.861 through 183.990) and Kentucky Administrative Regulations (602 KAR 050:Series) are liable for fines and/or imprisonment as set forth in KRS 183.990(3). Non-compliance with Federal Aviation Administration Regulations may result in further penalties.

Commission Action:

☐ Chairman, KAZC ☐ Administrator, KAZC

☐ Approved

☐ Disapproved _____ Date _____

Exhibit H

ULS License

Cellular License - KNKN673 - NEW CINGULAR WIRELESS PCS, LLC

Call Sign	KNKN673	Radio Service	CL - Cellular
Status	Active	Auth Type	Regular

Market

Market	CMA453 - Kentucky 11 - Clay	Channel Block	A
Submarket	0	Phase	2

Dates

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

Five Year Buildout Date

11/29/1996

Control Points

1 1650 LYNDON FARMS COURT, LOUISVILLE, KY
P: (502)329-4700

Licensee

FRN	0003291192	Type	Limited Liability Company

Licensee

NEW CINGULAR WIRELESS PCS, LLC
5601 LEGACY DRIVE, MS: A-3
PLANO, TX 75024
ATTN KELLYE E. ABERNATHY

P:(469)229-7422
F:(469)229-7297
E:KELLYE.E.ABERNATHY@CINGULAR.COM

Contact

AT&T MOBILITY LLC
DAVID C JATLOW
11760 US HIGHWAY 1
NORTH PALM BEACH, FL 33408

P:(202)255-1679
F:(561)279-2097
E:DAVID.JATLOW@CINGULAR.COM

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

ULS License

PCS Broadband License - WPOI255 - NEW CINGULAR WIRELESS PCS, LLC

Call Sign	WPOI255	Radio Service	CW - PCS Broadband
Status	Active	Auth Type	Regular

Market

Market	MTA026 - Louisville-Lexington-Evansvill	Channel Block	A
Submarket	19	Associated Frequencies (MHz)	001850.00000000-001865.00000000 001930.00000000-001945.00000000

Dates

Grant	07/07/2005	Expiration	06/23/2015
Effective	02/08/2007	Cancellation	

Buildout Deadlines

1st	06/23/2000	2nd	06/23/2005

Notification Dates

1st	07/07/2000	2nd	02/17/2005

Licensee

FRN	0003291192	Type	Limited Liability Company

Licensee

NEW CINGULAR WIRELESS PCS, LLC
5601 LEGACY DRIVE, MS: A-3
PLANO, TX 75024
ATTN KELLYE E. ABERNATHY

P:(469)229-7422
F:(469)229-7297
E:KELLYE.E.ABERNATHY@CINGULAR.COM

Contact

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DAVID C JATLOW
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NORTH PALM BEACH, FL 33408

P:(202)255-1679
F:(561)279-2097
E:DAVID.JATLOW@CINGULAR.COM

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.

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

ULS License

PCS Broadband License - KNLF251 - New Cingular Wireless PCS, LLC

Call Sign	KNLF251	Radio Service	CW - PCS Broadband
Status	Active	Auth Type	Regular

Market

Market	MTA026 - Louisville-Lexington-Evansvill	Channel Block	A
Submarket	15	Associated Frequencies (MHz)	001850.00000000-001865.00000000 001930.00000000-001945.00000000

Dates

Grant	07/07/2005	Expiration	06/23/2015
Effective	09/27/2005	Cancellation	

Buildout Deadlines

1st	06/23/2000	2nd	06/23/2005

Notification Dates

1st	07/07/2000	2nd	02/18/2005

Licensee

FRN	0003291192	Type	Corporation

Licensee

New Cingular Wireless PCS, LLC
5601 LEGACY DRIVE, MS: A-3
PLANO, TX 75024
ATTN FCC GROUP

P:(469)229-7422
F:(469)229-7297
E:KELLYE.E.ABERNATHY@CINGULAR.COM

Contact

Cingular Wireless LLC
Kellye E Abernathy Esq
5601 LEGACY DRIVE, MS: A-3
PLANO, TX 75024

P:(469)229-7422
F:(469)229-7297
E:KELLYE.E.ABERNATHY@CINGULAR.COM

Ownership and Qualifications

Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

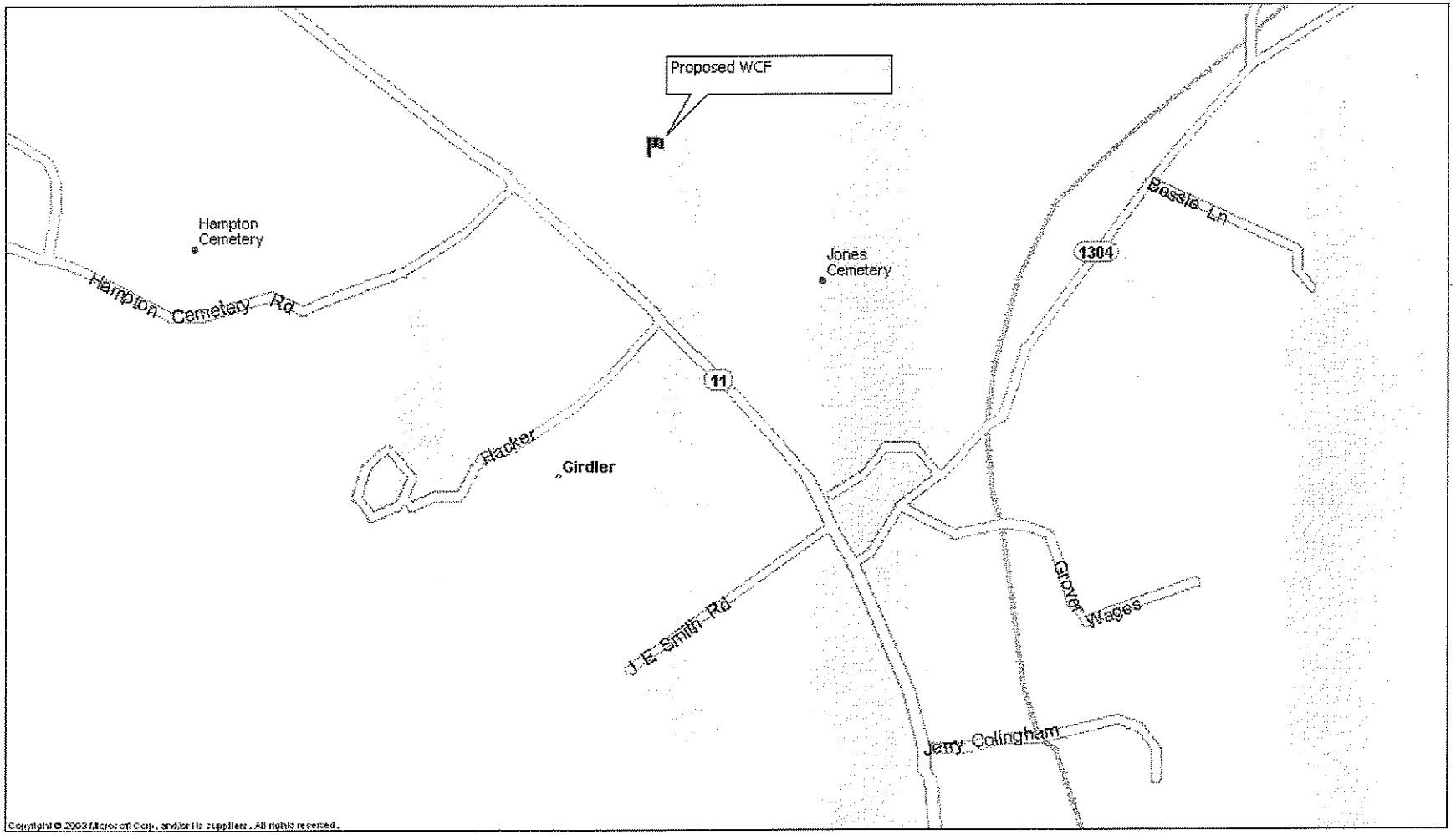
Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

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

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Exhibit I



Directions to Site: From Barbourville go South on N. Main Street to Daniel Boone Drive(State Route 11) and turn left, proceed on Daniel Boone Drive to State Route 11/US 25 and turn left. Head North on State Route 11 for approximately 7 miles. Site is on right.

Prepared by Briggs Law Office, PSC (502) 254-9756

Market: Lexington
Cell Site Number: 098G0127
Cell Site Name: Girdler
Fixed Asset Number: 10128760

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 Mae Lee, a widow, having a mailing address of PO Box 216, Girdler, KY 40906 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 5405 Windward Parkway, Alpharetta, GA 30004 (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 N KY highway 11, in the County of Knox, 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.** 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.

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 Two Million Five Hundred Thousand Dollars $2,500,000 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.

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. 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.

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 all of Tenant's above-ground improvements and 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. Notwithstanding the foregoing, 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 structual steel or any foundations or 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 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.

(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, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement.

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: AT&T Network Real Estate Administration

Re: Cell Site #: 098G0127; Cell Site Name: Girdler
Fixed Asset No: 10128760
PO Box 1630
Alpharetta, GA 30009

For Overnight mail to:

New Cingular Wireless PCS, LLC
Attn: AT&T Network Real Estate Administration
Re: Cell Site #: 098G0127; Cell Site Name: Girdler
Fixed Asset No: 10128760
12555 Cingular Way
Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: 098G0127; Cell Site Name: Girdler
Fixed Asset No: 10128760
5565 Glenridge Connector
Suite 1700
Atlanta, GA 30342

If to Landlord: Mae Lee
PO Box 216
Girdler, KY 40906

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 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 aggress 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: _____

Erica L. Clanton
Print Name: ERICA L. CLANTON

Lisa K. Glass
Print Name: LISA K. GLASS

"LANDLORD"

By: Mae Lee
Print Name: Mae Lee
Its: Owner
Date: 7-12-2008

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: William Plantz
Its: Executive Director of Network Operations
Date: 7/28/08

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF Tennessee)
) ss:
COUNTY OF Williamson)

On the 28TH day of JULY, 2008, before me personally appeared William Plentz, and acknowledged under oath that he is the Executive Director - Network of New Cingular Wireless PCS, LLC, ~~the~~ a Delaware limited liability named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Executive Director.

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires MAY 8, 2012

Erica L. Clanton

Notary Public: ERICA L. CLANTON

My Commission Expires: MAY 8, 2012

FOR INDIVIDUAL:

Name: Mae Lee

STATE OF KENTUCKY
COUNTY OF KNOX

On this 12th day of July, 2008, before me personally appeared Mae Lee, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that such person executed the same as such person's free act and deed.

Robert H. Crammer

Name: Robert H. Crammer

Notary Public

My Commission Expires: 1-15-2010

[NOTARIAL SEAL]

My Commission Expires May 6, 2012

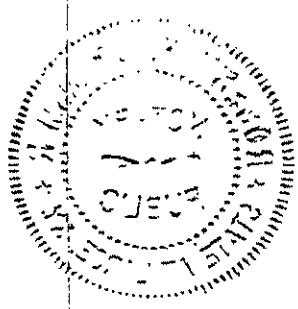


EXHIBIT 1

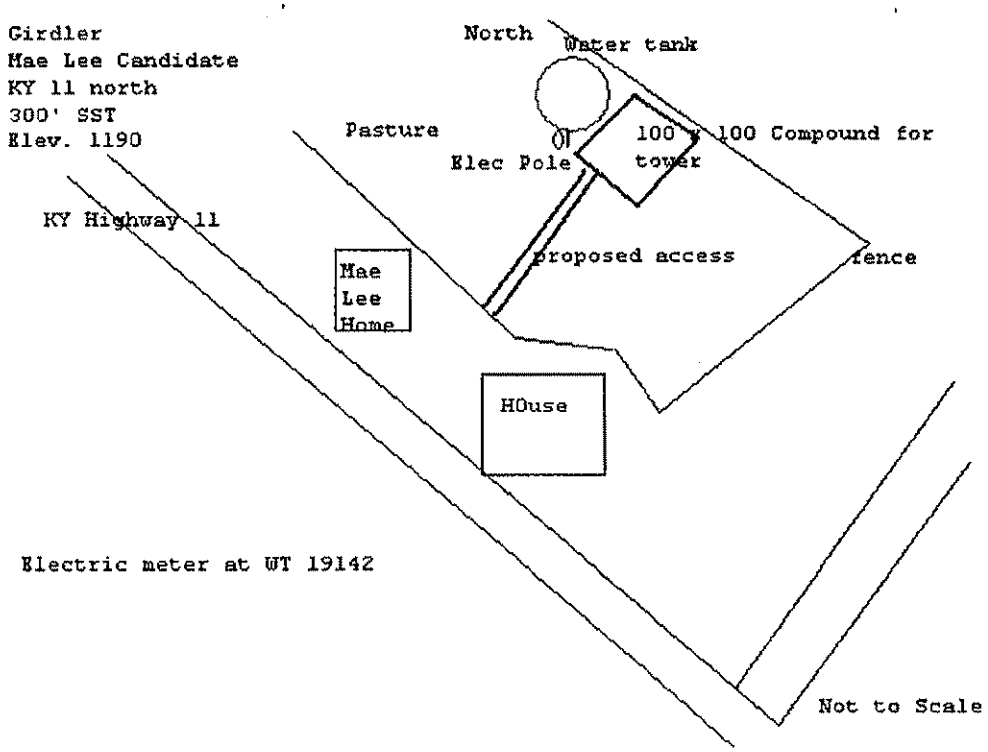
DESCRIPTION OF PREMISES

Page 1 of 1

to the Agreement dated JULY 28, 2008, by and between Mae Lee, a widow, as Landlord, and New Cingular Wireless PSC, LLC, as Tenant.

The Premises are described and/or depicted as follows in the books of the Knox County Clerk in Deed Book 109, Page 250:

Beginning at a corner at the road of a lot now owned by Henderson Hampton and formerly owned by John Berry; and with the line and fence of said lot to the line of Fannie Ledford, thence an easterly course up the point with the line of Fannie Ledford formerly John Levey where the line of this land intersects with the line of said lot No. 2; thence a westerly course down the ridge with the land of ~. H. Jones, now C. W. Hammons, to the top of the ridge opposite and in a straight line with the beginning corner of the line of Leonard Hacker, formerly Lot No. 2, in the division of the late Dutton Jones land; thence a Southerwardly course with the said line of George Hammons; thence with the county road in the direction of Goose Creek to the Beginning corner and the corner of the Henderson Hampton lines



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 J

(1)
TAX MAP 104–40, LOT 34
PARIS & MAE LEE
PO BOX 216
GIRDLER, KY 40943

(2)
TAX MAP 120, LOT 6
KNOX COUNTY BOARD OF EDUCATION
COURT SQUARE
BARBOURVILLE, KY 40906

(3)
TAX MAP 104–40, LOT 40
JOSEPH S & MARY FIELDS
PO BOX 241
GIRDLER, KY 40943

(4)
TAX MAP 104–40, LOT 35
CITY OF BARBOURVILLE
NO ADDRESS LISTED ON PVA RECORDS
BARBOURVILLE, KY 40906

(5)
TAX MAP 104–40, LOT 27
GILBERT & GEORGIA DELPH ESTATE
C/O JANE DELPH
PO BOX 281
GIRDLER, KY 40943

(6)
TAX MAP 104–40, LOT 36
NANCY HACKER
PO BOX 46
GIRDLER, KY 40943

(7)
TAX MAP 104–40, LOT 33
SHEILA A TROUTMAN
PO BOX 475
GIRDLER, KY 40943

(8)
TAX MAP 104–40, LOT 33
CHARLES V & SHEILA TROUTMAN
5661 N KY 11
GIRDLER, KY 40943

(9)
TAX MAP 104–40, LOT 37
SHEILA & TONY CALLEBS
PO BOX 43
GIRDLER, KY 40943

(10)
TAX MAP 104–40, LOT 37.02
ROBERT DAVID & VICTORIA HACKER
PO BOX 33
GIRDLER, KY 40943

(11)
TAX MAP 104–40, LOT 39
KIMBERLY JONES ASHER
PO BOX 204
GIRDLER, KY 40943

(12)
TAX MAP 104–40, LOT 42
VIVIAN MAYNE
PO BOX 275
GIRDLER, KY 40943

(13)
TAX MAP 104–40, LOT 43
GEORGE JONES CEMETERY
NO ADDRESS LISTED ON PVA RECORDS

GENERAL NOTE:

THE PROPERTY OWNERS NAMES, ADDRESS AND DEED INFORMATION SHOWN HEREON WERE OBTAINED FROM THE RECORDS OF KNOX COUNTY, KY PROPERTY VALUATION ADMINISTRATION OFFICE ON 7/31/08. 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.

at&t

nsoro
It's just good business.

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

10-28-08
STATE of KENTUCKY
JOHN CHARLES 3152
LICENSED PROFESSIONAL LAND SURVEYOR
John Charles

SITE NAME: GIRDLER

SITE I.D.: 098G0127

SITE ADDRESS: HIGHWAY 11 NORTH
GIRDLER, KNOX CO., KY 40943

LEASE AREA: 10,000 SQ. FT.

PROPERTY OWNER:
PARIS & MAE LEE
PO BOX 216
GIRDLER, KY 40943

TAX MAP NUMBER: 104–40

PARCEL NUMBER: 34

SOURCE OF TITLE:
DEED BOOK 109, PAGE 250

LATITUDE: 36° 56' 28.683"N
LONGITUDE: 83° 50' 31.937"W

NO.	REVISION/ISSUE	DATE

TITLE:
500' RADIUS
OWNER LIST

SHEET:
C–1A

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

Kimberly Jones Asher
P.O. Box 204
Girdler, KY 40943

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 Highway 11 North, Girdler, Kentucky 40943. A map showing the location is attached. The proposed facility will include a 300 foot self-support tower, plus related ground facilities.

This notice is being sent to you because the Knox 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 2008-00458 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

Knox County Board of Education
Court Square
Barbourville, KY 40906

Via Certified Mail Return Receipt Requested

Dear Landowner:

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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

Sheila and Tony Callebs
P.O. Box 43
Girdler, KY 40943

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 Highway 11 North, Girdler, Kentucky 40943. A map showing the location is attached. The proposed facility will include a 300 foot self-support tower, plus related ground facilities.

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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 2008-00458 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

Charles V. and Sheila Troutman
5661 N KY 11
Girdler, KY 40943

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 Highway 11 North, Girdler, Kentucky 40943. A map showing the location is attached. The proposed facility will include a 300 foot self-support tower, plus related ground facilities.

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LOUISVILLE, KENTUCKY 40245

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Notice of Proposed Construction
Wireless Telecommunications Facility

City of Barbourville
Barbourville, KY 40906

Via Certified Mail Return Receipt Requested

Dear Landowner:

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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

Gilbert and Georgia Delph Estate
c/o Jane Delph
P.O. Box 281
Girdler, KY 40943

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 Highway 11 North, Girdler, Kentucky 40943. A map showing the location is attached. The proposed facility will include a 300 foot self-support tower, plus related ground facilities.

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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

Joseph S. and Mary Fields
P.O. Box 241
Girdler, KY 40943

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 Highway 11 North, Girdler, Kentucky 40943. A map showing the location is attached. The proposed facility will include a 300 foot self-support tower, plus related ground facilities.

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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

Nancy Hacker
P.O. Box 46
Girdler, KY 40943

Via Certified Mail Return Receipt Requested

Dear Landowner:

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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

George Jones Cemetery

Girdler, KY 40943

Via Certified Mail Return Receipt Requested

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Counsel for New Cingular Wireless PCS, LLC

Enclosure

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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

Vivian Mayne
P.O. Box 275
Girdler, KY 40943

Via Certified Mail Return Receipt Requested

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

Enclosure

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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

Robert David and Victoria Hacker
P.O. Box 33
Girdler, KY 40943

Via Certified Mail Return Receipt Requested

Dear Landowner:

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

Enclosure

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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

Sheila A. Troutman
P.O. Box 475
Girdler, KY 40943

Via Certified Mail Return Receipt Requested

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Sincerely,

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

Enclosure

Exhibit K

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 J.M. Hall
Knox County Judge Executive
401 Court Square
Barbourville, KY 40906

RE: Notice of Proposal to Construct Wireless Telecommunications Facility Kentucky Public Service Commission--Case No. 2008-00458

Dear Judge Hall:

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 Highway 11 North, Girdler, Kentucky 40943. A map showing the location is attached. The proposed facility will include a 300 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 2008-00458 in any correspondence.

Sincerely,

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

Enclosure

Exhibit L

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) 254-9756

or

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

Please refer to Commission's
Case #2008-00458
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

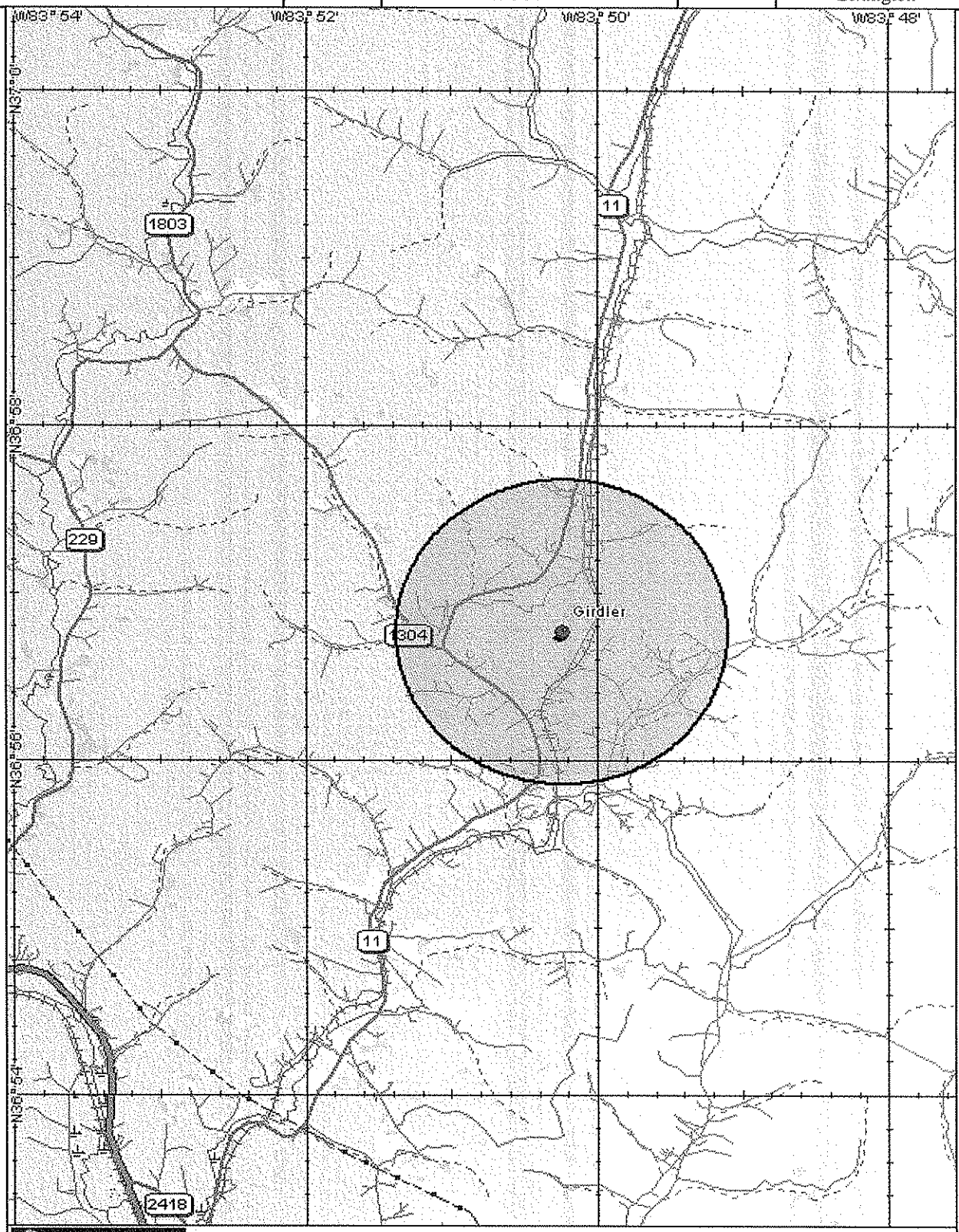
or

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

Please refer to Commission's
Case #2008-00458
in your correspondence.

Exhibit M

Girdler | 098G0127 | Lexington



DeLORME

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www.delorme.com

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Data Zoom 11-2

AT&T Mobility

KY/TN RF Engineering

Exhibit N

Erika Helle
RF Design Engineer
East TN and East KY
3585 Workman Road
Knoxville, TN 37921
(865) 824-2231

September 22, 2008

Re: Statement of Need**: 098G0127** – Girdler

Dear Sir or Madam:

This letter is to state the need of the proposed AT&T site called **Girdler**, to be located in Knox County, KY. The **Girdler** site will improve coverage and reduce interference along Hwy 11, near Girdler, KY, and surrounding areas. The lack of a dominant server in the area causes many quality issues for the customers. With the addition of this site, the customers in the area will experience improved reliability, retainability, and improved access to emergency 911 services.

Erika Helle
Erika Helle
RF Design Engineer

Erika Helle
RF Design Engineer
East TN and East KY
3585 Workman Road
Knoxville, TN 37921
(865) 824-2231

September 23 2008

Knox County

Re: RF Emissions Compliance Site: **098G0127** – Girdler

Dear Sir or Madam:

This letter is to serve as a documentation that the proposed AT&T site listed above, to be located in Knox County, Kentucky, has been designed and will be built and operated in accordance with all applicable FCC and FAA regulations.

Erika Helle
Erika Helle
RF Design Engineer