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 AT)	CASE: **2008-00471**
465 STATE ROUTE 56 EAST, SEBREE)	
WEBSTER COUNTY, KENTUCKY, 42455)	

SITE NAME: POOLE (135G0247)

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 Webster 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 465 State Route 56 East, Sebree, Kentucky 42455 (37° 38' 13.35" North Latitude, 87° 38' 10.07" West Longitude (NAD 83)), in an area entirely within Webster County. The property in which the WCF will be located is currently owned by Robert W. Kuhlman and Richard L. Tremont, pursuant to that Deed of record in Deed Book 234, Page 241 in the Office of the Webster County Clerk. The proposed WCF will consist of a 250 foot self-support tower with an approximately 10-foot tall lightning arrestor attached to the top of the tower for a total height of 260 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 Tri-State Geosciences, LLC of Chattanooga, Tennessee, dated October 22, 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 August 8, 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. The licensed, professional land surveyor has noted in **Exhibit B** that Webster County, Kentucky does not participate in the FEMA Flood Insurance Rate Mapping Program.

12. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced. Project Manager for the site is Anthony Odell, of General Dynamics Wireless Services.

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 Webster 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 Webster 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 Webster 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 Journal-Enterprise).

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

GENERAL DYNAMICS
Wireless Services

Stephen Parker
Senior Site Acquisition Manager

November 14, 2008

RE: Property Description – Poole

To Whom It May Concern:

The subject property includes undeveloped land at 465 State Route 56 East, Webster County, Sebree, Kentucky. The proposed site is currently an open pasture located on the south side of State Route 56. The proposed site is located on a slight hill and is surrounded by open pasture in all directions.

Sincerely,

Stephen Parker
Senior Site Acquisition Manager
General Dynamics

12906 Shelbyville Road
Suite 230
Louisville, KY 40243
Tel 502 245 2501
Fax 502 245 6307

GENERAL DYNAMICS
Wireless Services

12906 Shelbyville Road
Suite 230
Louisville, Kentucky 40243

Phone: 502.245.2501
Fax: 502.245.6307

November 14, 2008

Re: Qualification Statement for General Dynamics, Project Manager and Contractor for AT&T Project **Poole**.

To whom it may concern:

General Dynamics Wireless Services has always been at the leading edge of technology development, ushering in discoveries that have changed the face of the industry.

In the 1950s and '60s, we developed MOBIDIC (mobile digital computer), a completely computerized and transistorized, general-purpose data processing system, for the Army Signal Corps. And through a partnership with IBM, we also created the tactical Communications system, MALLARD, for the U.S. Army.

During the '70s and '80s, we pioneered the use of optical-fiber communications, developing the world's first system to provide regular telephone service to the public.

The Air Force even asked us to provide several thousand miles of optical fiber cable, radio networks, and data-processing equipment to handle command, control, and communications equipment for the nation's MX mobile intercontinental missile system.

We also began a 25-year (and counting) relationship with NASA through our development, operation and maintenance of their Tracking and Date Relay Satellite System (TDRSS).

The 1990s found us supporting expanded wireless technology. To support the introduction of GTE's revolutionary Airfone service for airline passengers, we deployed a wireless system across 47 states, Canada and Mexico within 15 months.

In 1999, General Dynamics acquired Government Systems Corporation from GTE. Worldwide Telecommunication Systems was a significant part of that unit. Two years later, we changed our name to Network Systems to better reflect the service we provide our government and commercial customers.

It was our incredible command of communications technologies that led to our selection as the company to renovate the IT and telecommunications infrastructure the world's largest office building - The Pentagon.

We are now engaged in offering national turnkey wireless network solutions to major carriers in the wireless industry. Our highly qualified local presence in every major market across the country, commitment to the highest international safety standards, existing infrastructure and ability to capitalize large projects makes the services that General Dynamics provides revolutionary.

GENERAL DYNAMICS
Wireless Services

12906 Shelbyville Road
Suite 230
Louisville, Kentucky 40243

Phone: 502.245.2501
Fax: 502.245.6307

Individual Qualifications

Anthony Odell, *Project Manager KY/TN Market*

Anthony began his career in the wireless industry in 1994. He has held positions at GTE Wireless, GTE Government Systems, AT&T Wireless and Bechtel Corporation managing projects in the central and southeast regions of the United States. Through his tenure he became well versed in all phases of construction, regulatory compliance, and safety. General Dynamics gladly welcomed his contributions back to our management team in 2003.

Steve Parker, PMP, *Senior Site Acquisition Manager*

Steve began his career in the wireless industry in 1997. He was promoted into management in 2001 and has participated in every stage of the wireless construction process. He has managed several large projects across the states of Kentucky, Tennessee, Indiana, Virginia, New York and New Jersey and through his career he has developed synergy of skills that are unmatched in the industry. He is well versed in real estate transactions, regulatory compliance, engineering and construction. Steve attained the Project Management Professional (PMP) designation from the Project Management Institute in August of 2007. General Dynamics welcomed Steve to our team in January of 2005.

Brian Goretcki, *Construction Manager*

Brian began his career in construction in 1994 and made the move into wireless construction in 1999. Brian was promoted into Management in 2005. Through his tenure he became well versed in all phases of construction, regulatory compliance, and safety. General Dynamics gladly welcomed his contribution to our team in 2004.

Exhibit A

Commonwealth of Kentucky
Trey Grayson, Secretary of State

7/22/2008

Division of Corporations
Business Filings

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

Certificate of Authorization

Authentication Number: 67612
Jurisdiction: Kentucky
Visit http://apps.sos.ky.gov/business/obdb/certvalidate.aspx to authenticate this certificate.

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

NEW CINGULAR WIRELESS PCS, LLC

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

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

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

Trey Grayson
Secretary of State
Commonwealth of Kentucky
67612/0481848

Delaware

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, Secretary

2445544 8100

040770586

AUTHENTICATION: 3434823

DATE: 10-25-04

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 26th day of October, 2004.

AT&T WIRELESS PCS, LLC

By: Cingular Wireless LLC, its Manager

By: _____
Name: Joanne Todaro
Title: Assistant Secretary

STATE OF DELAWARE
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

SHEET 1

S1/1 – VICINITY AND 500' STRUCTURAL MAP

S1/2 – ABUTTING PROPERTY OWNERS

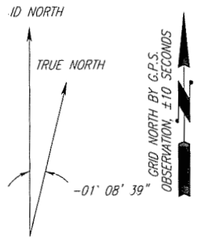
S1/3 – U.S.G.S. QUAD MAP

SHEET 2

S2/1 – PROPOSED LEASE AREA

S2/2 – LEGAL DESCRIPTIONS

S2/3 – FLOOD ZONE DATA



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

COORDINATE POINT LOCATION

NAD 1983
LATITUDE: 37° 38' 13.35"
LONGITUDE: 87° 38' 10.07"
NAVD 1988
ELEVATION: 522' AMSL
STATE PLANE COORDINATE SOUTHERN ZONE (BLUE MARBLE GEOGRAPHIC CALCULATOR VERSION 3.0)
NORTHING: 212005393126
EASTING: 1094293.1198

POWER POLE

UTILITY COMPANY: KENERGY CORP.
IDENTIFICATION #: N/A

PROJECT BENCHMARK

NORTH: 212090.8512
EAST: 1094216.2320
ELEVATION: 512.07'
LOCATION: BEING A SET IPC, SOUTH 309' AND EAST 30' TO THE NORTHWEST CORNER OF THE LEASE AREA

SYMBOL LEGEND

- WOOD POWER POLE
- LIGHT POLE
- GUY POLE
- TELEPHONE PEDESTAL
- GUY ANCHOR
- SANITARY SEWER MANHOLE
- DRAIN SEWER MANHOLE
- MANHOLE
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- ELECTRIC BOX
- F.P. FENCE POST
- SET #5 REBAR (UNLESS OTHERWISE NOTED)
- EXISTING #5 REBAR (UNLESS OTHERWISE NOTED)

ABBREVIATIONS

EP	EDGE OF PAVEMENT
ROW	RIGHT OF WAY
℄	CENTERLINE
RCP	REINFORCED CONCRETE PIPE
CONC	CONCRETE
CMP	CORRUGATED METAL PIPE
℘	SUBJECT PROPERTY LINE
TC	TOP OF CURB
BC	BOTTOM OF CURB
POB	POINT OF BEGINNING
IPC	IRON PIN CAPPED

LINE LEGEND

- E E E — OVERHEAD ELECTRIC
- G G G — UNDERGROUND GAS LINE
- W W W — UNDERGROUND WATER LINE
- E/T E/T E/T — OVERHEAD ELECTRIC & TELEPHONE LINE
- T T — OVERHEAD TELEPHONE LINE
- D D — DRAINAGE/STORM SEWER LINE
- X X X — EXISTING FENCE
- XX XX XX — PROPOSED FENCE
- SUBJECT PROPERTY BOUNDARY
- RIGHT OF WAY CENTERLINE

NOTE: SYMBOLS, ABBREVIATIONS, AND LINESTYLES DO NOT NECESSARILY APPEAR ON DRAWING(S) USE ONLY AS APPLICABLE

LEGAL DESCRIPTIONS:

S2/2

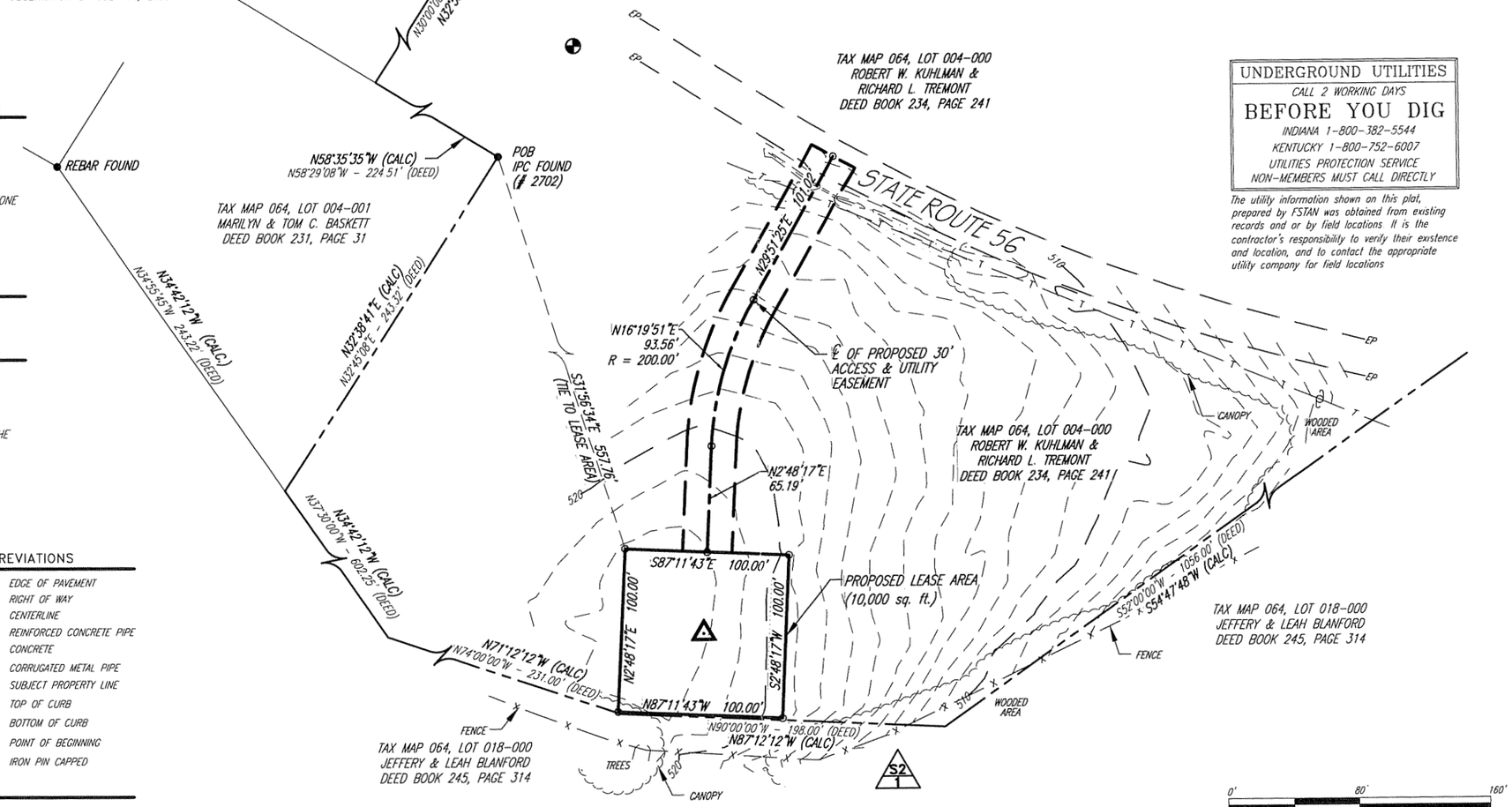
This is a description for AT&T, of an area to be leased from the property of Robert W. Kuhlman & Richard L. Tremont, which is further described as follows:

PROPOSED LEASE AREA

Beginning at an IPC found at the Northeast corner of the property conveyed to Marilyn & Tom C. Baskett, in Deed Book 231, Page 31 in the Office of the County Clerk of Webster County, Kentucky, thence traversing the property conveyed to Robert W. Kuhlman & Richard L Tremont, in Deed Book 234, Page 241 in said Office of the County Clerk, S 31°56'34" E – 557.76' to a set #5 rebar with a cap stamped "FSTAN #3282" and the TRUE POINT OF BEGINNING of the Proposed Lease Area, thence S 87°11'43" E – 100.00' to a set #5 rebar with a cap stamped "FSTAN #3282", thence S 2°48'17" W– 100.00' to a set #5 rebar with a cap stamped "FSTAN #3282", thence N 87°11'43" W – 100.00' to a set #5 rebar with a cap stamped "FSTAN #3282", thence N 2°48'17" E – 100.00' to a set #5 rebar with a cap stamped "FSTAN #3282" and the true point of beginning containing 10,000 square feet as per survey by Frank L. Sellinger, II, with FS/Ton Land Surveyors & Consulting Engineers, dated August 05, 2008

CENTERLINE OF PROPOSED 30' ACCESS EASEMENT

Beginning at an IPC found at the Northeast corner of the property conveyed to Marilyn & Tom C. Baskett, in Deed Book 231, Page 31 in the Office of the County Clerk of Webster County, Kentucky, thence traversing the property conveyed to Robert W. Kuhlman & Richard L Tremont, in Deed Book 234, Page 241 in said Office of the County Clerk, S 31°56'34" E – 557.76' to a set #5 rebar with a cap stamped "FSTAN #3282", thence S 87°11'43" E – 50.00' to a set #5 rebar with a cap stamped "FSTAN #3282" and the TRUE POINT OF BEGINNING of the Centerline of the Proposed 30' Access & Utility Easement, thence N 2°48'17" E – 65.19' to a set #5 rebar with a cap stamped "FSTAN #3282", thence with a curve to the right having a radius of 200.00', chord being N 16°19'51" E – 93.56' to a set #5 rebar with a cap stamped "FSTAN #3282", thence N 29°51'25" E – 101.02' to a set #5 rebar with a cap stamped "FSTAN #3282" and the end of the easement as per survey by Frank L. Sellinger, II, with FS/Ton Land Surveyors & Consulting Engineers, dated August 05, 2008, revised August 20, 2008.



UNDERGROUND UTILITIES

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

The utility information shown on this plat, prepared by FSTAN was obtained from existing records and or by field locations. It is the contractor's responsibility to verify their existence and location, and to contact the appropriate utility company for field locations

SURVEYORS NOTES

SOURCE OF BEARING IS A G.P.S. OBSERVATION ON JULY 31, 2008.

SOURCE OF ROTATION BASED ON THE WEST PROPERTY LINE OF THE KUHLMAN & TREMONT PROPERTY HAVING THE BEARING OF N 32° 45' 08" E PER DEED BOOK 234, PAGE 241, AND THE CALCULATED BEARING OF N 32° 38' 41" E.

SITE SHOWN SUBJECT TO RIGHT OF WAYS AND EASEMENTS SHOWN HEREON OR NOT

NO SEARCH OF PUBLIC RECORDS HAS BEEN PERFORMED BY THIS FIRM TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN THE TITLE OF THE PARENT TRACT

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

EXISTING CONTOURS ARE AT ONE FOOT INTERVALS.

STATE OF KENTUCKY
FRANK L. SELLINGER
#3282
LICENSED PROFESSIONAL LAND SURVEYOR

LAND SURVEYOR'S CERTIFICATE

TYPE "A" SURVEY. UNADJUSTED TRAVERSE CLOSURE BETTER THAN 1 IN 12,152

TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED 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 and plat meets or exceeds the minimum standards of the governing authorities. This property is subject to any recorded easements or right of ways not shown hereon.

Frank L. Sellinger, II — Ky. Reg. No. 3282

"CELLULAR COMMUNICATION TOWER SITE SURVEY"

REFERENCED AS "EXHIBIT B"

OWNER APPROVAL _____ DATE: _____

AT&T APPROVAL: _____ DATE: _____

S2/3 WEBSTER COUNTY, KENTUCKY DOES NOT PARTICIPATE IN THE FEMA FLOOD INSURANCE RATE MAPPING PROGRAM

at&t

GENERAL DYNAMICS Wireless Services

FSTAN
F.S. Land Company
T. Alan Neal Company
Land Surveyors and Consulting Engineers
PO Box 17546 2313/2315 Crittenden Drive
Louisville, KY 40217
Phone: (502) 635-5866 (502) 636-5111
Fax: (502) 635-5263

SITE NUMBER: 135G0247

SITE NAME: POOLE

SITE ADDRESS: 465 STATE ROUTE 56 EAST SEBREE, KY 42455

PROPOSED LEASE AREA: AREA = 10,000 sq. ft.

PROPERTY OWNER: ROBERT W KUHLMAN & RICHARD L. TREMONT 719 SOUTHEAST 1ST STREET EVANSVILLE, IN 47713

MAP NUMBER: 064

PARCEL NUMBER: 004-000

SOURCE OF TITLE: DEED BOOK 234, PAGE 241

DWG BY:	CHKD BY:	DATE:
CDT	FSII	08.04.08

FSTAN PROJECT NO: 08-5365

SHEET 2 OF 2

REVISIONS:
ACCESS ESMT – 08.20.08

C2

COORDINATE POINT LOCATION

NAD 1983
LATITUDE: 37° 38' 13.35"
LONGITUDE: 87° 38' 10.07"
NAVD 1988
ELEVATION: 522' AMSL
STATE PLANE COORDINATE SOUTHERN ZONE
(BLUE MARBLE GEOGRAPHIC
CALCULATOR VERSION 3.0)
NORTHING: 21200539.3126
EASTING: 1094293.1198

POWER POLE

UTILITY COMPANY: KENTUCKY UTILITIES
IDENTIFICATION #: N/A

PROJECT BENCHMARK

NORTH: 2120900.8512
EAST: 1094216.2320
ELEVATION: 512.07'
LOCATION: BEING A SET IPC, SOUTH 309' AND EAST 30' TO THE NORTHWEST CORNER OF THE LEASE AREA

SYMBOL LEGEND

- WOOD POWER POLE
- CONCRETE POWER POLE
- METAL TRAFFIC POLE
- LIGHT POLE
- GUY POLE
- TELEPHONE PEDESTAL
- GUY ANCHOR
- MANHOLE
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- ELECTRIC BOX
- F.P. FENCE POST
- XXX.XX SPOT ELEVATION
- XXX.XX PROPOSED ELEVATION
- SET #5 REBAR (UNLESS OTHERWISE NOTED)
- EXISTING #5 REBAR (UNLESS OTHERWISE NOTED)

NOTES

1. REMOVE ALL VEGETATION & CLEAN AREA W/ LEASE AREA (WHERE REQUIRED)
2. FINISH GRADING TO PROVIDE EFFECTIVE DRAINAGE W/ A SLOPE OF NO LESS THAN ONE EIGHTH (1/8") PER FOOT FLOWING AWAY FROM EQUIP. FOR A MIN. DISTANCE OF SIX FEET (6') IN ALL DIRECTIONS.
3. LOCATE ALL U.G. UTILITIES PRIOR TO ANY CONSTRUCTION
4. FENCE COMPOUND FINISHED SURFACES

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

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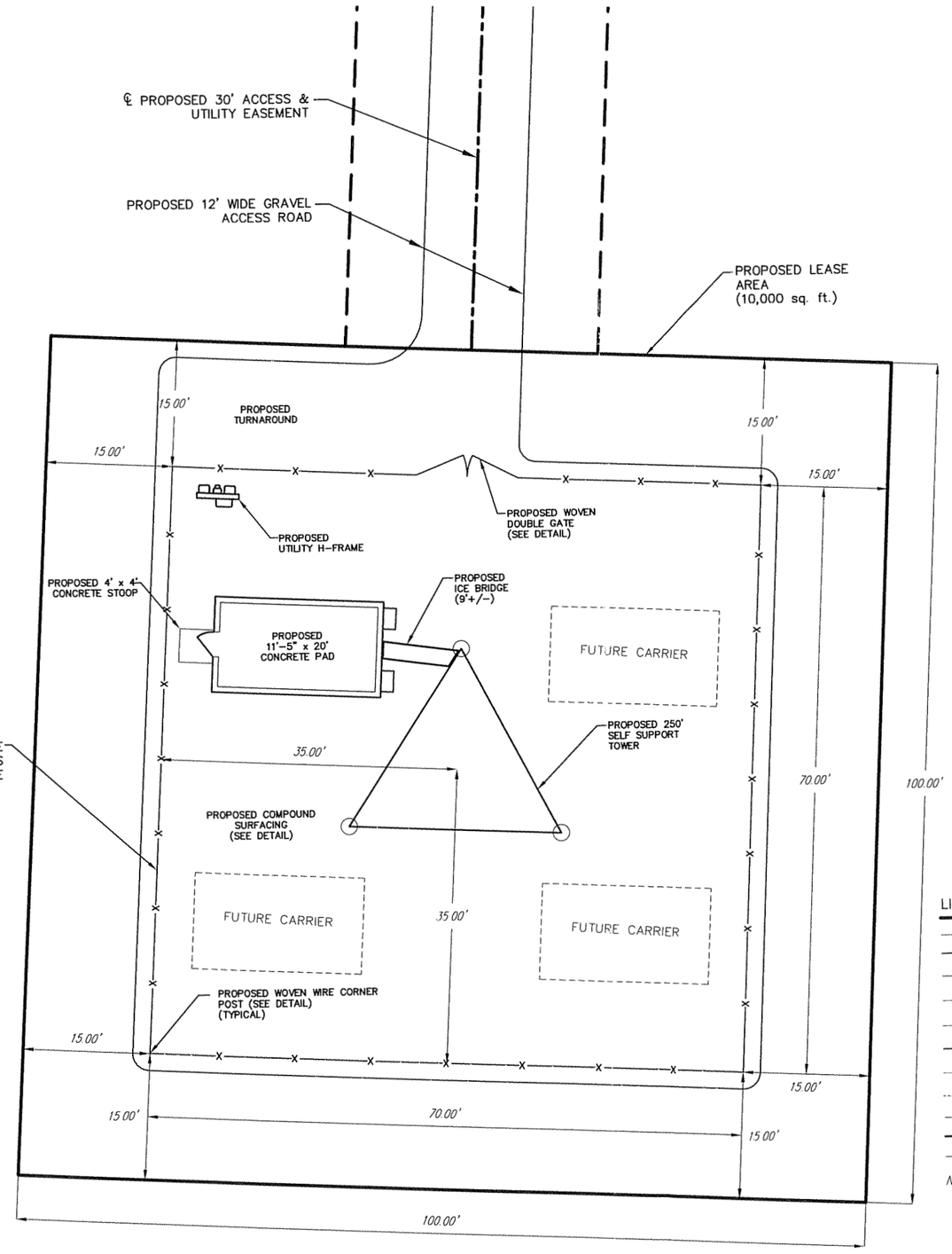
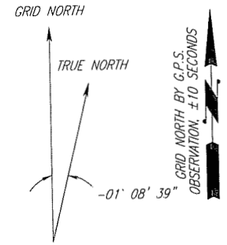
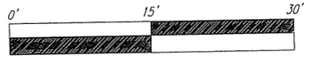




NORTH IS BASED ON THE KENTUCKY STATE PLANE COORDINATE SYSTEM, SOUTHERN ZONE AND WAS DETERMINED BY COMPUTATION FROM G.P.S. OBSERVATION ON JULY 31, 2008.



(IN FEET)
SCALE: 1" = 15'

LINE LEGEND

- EXISTING CONTOURS
- PROPOSED CONTOURS
- OVERHEAD ELECTRIC
- UNDERGROUND GAS LINE
- UNDERGROUND WATER LINE
- PROPOSED SILT FENCE LINE
- OVERHEAD TELEPHONE LINE
- DRAINAGE/STORM SEWER LINE
- FENCE LINE
- SUBJECT PROPERTY BOUNDARY
- RIGHT OF WAY CENTERLINE

NOTE: SYMBOLS, ABBREVIATIONS, OR LINESTYLES DO NOT NECESSARILY APPEAR ON DRAWING(S) USE ONLY AS APPLICABLE

at&t

GENERAL DYNAMICS
Wireless Services

FSTAN

F S Land Company
T. Alan Neal Company
Land Surveyors and Consulting Engineers
PO Box 17546 2313/2315 Crittenden Drive
Louisville KY 40217
Phone: (502) 635-5866 (502) 636-5111
Fax: (502) 636-5263

STATE OF KENTUCKY
9/25/08
WALTER C. MARTIN
2450
LICENSED
PROFESSIONAL ENGINEER

SITE NUMBER: 135G0247

SITE NAME: POOLE

SITE ADDRESS: 465 STATE ROUTE 56 EAST SEBREE, KY 42455

PROPOSED LEASE AREA: AREA = 10,000 sq. ft.

PROPERTY OWNER: ROBERT W. KUHLMAN & RICHARD L. TREMONT 719 SOUTHEAST 1ST STREET EVANSVILLE, IN 47713

TAX MAP NUMBER: 064

PARCEL NUMBER: 004-000

SOURCE OF TITLE: DEED BOOK 234, PAGE 241

DWG BY	CHKD BY	DATE
MG	JMW	08.12.08

FSTAN PROJECT NO.: 08-5366

SHEET 2-3 OF 6

REVISIONS:

SITE LAYOUT

POOLE
SITE ID# 135G0247
SITE ADDRESS: 465 STATE ROUTE 56 EAST SEBREE, KY 42455
OWNER ADDRESS: 719 SOUTHEAST 1ST STREET EVANSVILLE, IN 47713

Exhibit C

GENERAL NOTES

1. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION IS PERMITTED UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL APPLICABLE AUTHORITIES.

2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND THE CODES, REGULATIONS, AND STANDARDS OF ALL APPLICABLE GOVERNING AUTHORITIES, AT&T, & GENERAL DYNAMICS.

3. THE GENERAL CONTRACTOR SHALL VERIFY THAT ALL EXISTING TOPOGRAPHY AND HORIZONTAL GEOMETRY IS AS INDICATED ON THESE DRAWINGS. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE OR REPAIR TO THESE FACILITIES CAUSED BY THE CONTRACTOR'S WORK FORCE. IMMEDIATELY NOTIFY GENERAL DYNAMICS CONSTRUCTION SUPERVISOR OF ANY DISCREPANCIES OR INTERFERENCE WHICH AFFECT THE WORK OF THIS CONTRACT.

4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES. DO NOT ALLOW WATER TO STAND OR POND. ANY DAMAGE TO STRUCTURES OR WORK ON THE SITE CAUSED BY INADEQUATE MAINTENANCE OF DRAINAGE PROVISIONS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND ANY COST ASSOCIATED WITH REPAIRS FOR SUCH DAMAGE WILL BE AT THE CONTRACTOR'S EXPENSE.

5. ALL WASTE MATERIAL SHALL BE PROPERLY DISPOSED OF OFF-SITE OR AS DIRECTED BY GENERAL DYNAMICS CONSTRUCTION SUPERVISOR AND IN ACCORDANCE WITH JURISDICTIONAL AUTHORITIES. ALL DEBRIS SHALL BE REMOVED FROM THE SITE DAILY.

6. ANY PROPERTY DAMAGE CAUSED BY THE CONTRACTOR OR HIS OPERATIONS SHALL BE CORRECTED AND/OR RESTORED TO THE SATISFACTION OF THE PROPERTY OWNER(S) AND THE GENERAL DYNAMICS CONSTRUCTION SUPERVISOR AT NO ADDITIONAL COST.

7. NOTIFY GENERAL DYNAMICS CONSTRUCTION SUPERVISOR TWENTY-FOUR HOURS PRIOR TO CONSTRUCTION TO ALLOW THE INSPECTORS TO LOOK AT THE SITE PRIOR TO EXCAVATION.

8. THE CONTRACTOR SHALL INCLUDE ALL WORK REQUIRED ON THE PROPOSED CELL TOWER SITE INCLUDING ALL NECESSARY SITE IMPROVEMENTS, FOUNDATIONS, ELECTRICAL IMPROVEMENTS, H-FRAME, AND OTHER ACCESSORIES FOR COMPLETE INSTALLATION.

9. THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF THE FOLLOWING EQUIPMENT THAT WILL BE SUPPLIED BY GENERAL DYNAMICS OR OTHERS: SHELTER, ANTENNAS, COAX CABLES, ICE BRIDGE, WAVEGUIDE LADDER, AND EQUIPMENT CABINETS. THE EQUIPMENT CABINETS SHALL BE TRANSPORTED TO THE SITE BY THE CONTRACTOR.

10. CONTRACTOR TO NOTIFY GENERAL DYNAMICS CONSTRUCTION SUPERVISOR FORTY-EIGHT HOURS BEFORE CONCRETE POURS AND OTHER REQUIRED INSPECTIONS IN ACCORDANCE WITH SCOPE OF WORK.

11. GENERAL CONTRACTOR SHALL PROVIDE, AT THE PROJECT SITE, A FULL SET OF CONSTRUCTION DOCUMENTS UPDATED WITH THE LATEST REVISIONS AND ADDENDA OR CLARIFICATIONS FOR USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT. THIS SET IS A VALID CONTRACT DOCUMENT ONLY IF THE TITLE SHEET IS STAMPED "FOR CONSTRUCTION" AND EACH SUCCESSIVE SHEET BEARS THE ENGINEER'S SIGNED WET STAMP.

12. CONTRACTOR TO DOCUMENT ALL WORK PERFORMED WITH PHOTOGRAPHS AS REQUIRED AND DETAILED IN THE TECHNICAL SPECIFICATIONS AND SCOPE OF WORK. SUBMIT PHOTOGRAPHS TO GENERAL DYNAMICS ALONG WITH A REDLINED CONSTRUCTION SET.

13. CONTRACTOR PERFORMING WORK FOR GENERAL DYNAMICS SHALL CONFORM TO STATE & FEDERAL OSHA REGULATIONS AND SHALL EXHIBIT SAFE & SOUND WORK PRACTICES WHILE WORKING ON SITE.

14. ALL WORK PERFORMED BY THE CONTRACTOR SHALL BE WARRANTED FOR WORKMANSHIP FOR A PERIOD OF 14 MONTHS FROM JOB COMPLETION. MATERIALS PROVIDED BY CONTRACTOR SHALL BE WARRANTED TO THE EXTENT OF THE MANUFACTURER'S WARRANTY.

15. ALL WORK WILL COMPLY WITH THE AT&T GROUNDING SPECIFICATIONS AND THE AT&T ANTENNA INSTALLATION GUIDE. ALL CHANGES MUST BE APPROVED.

UTILITY NOTES

1. APPLY FOR THE UTILITY SERVICE (ELECTRIC) NO LATER THAN THE NEXT BUSINESS DAY FOLLOWING NOTICE TO PROCEED. COORDINATE WITH THE ELECTRIC UTILITY COMPANY FOR EXACT TRANSFORMER LOCATION, METERING REQUIREMENTS, AND SERVICE ROUTING. COORDINATE WITH THE TELEPHONE UTILITY COMPANY FOR EXACT TELEPHONE REQUIREMENTS AND ROUTING OF SERVICE.

2. ALL UTILITY-RELATED WORK SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE UTILITY REQUIREMENTS. FIELD VERIFY EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION.

3. THE CONTRACTOR SHALL CONTACT UTILITIES AND LOCATOR SERVICE A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION; (KY BUD 1-800-752-6007; IN BUD 1-800-382-5544; TN BUD 1-800-351-1111).

4. CONTRACTOR SHALL PROVIDE TRENCHING AND ALL MATERIALS AS SHOWN OR AS REQUIRED BY LOCAL UTILITY.

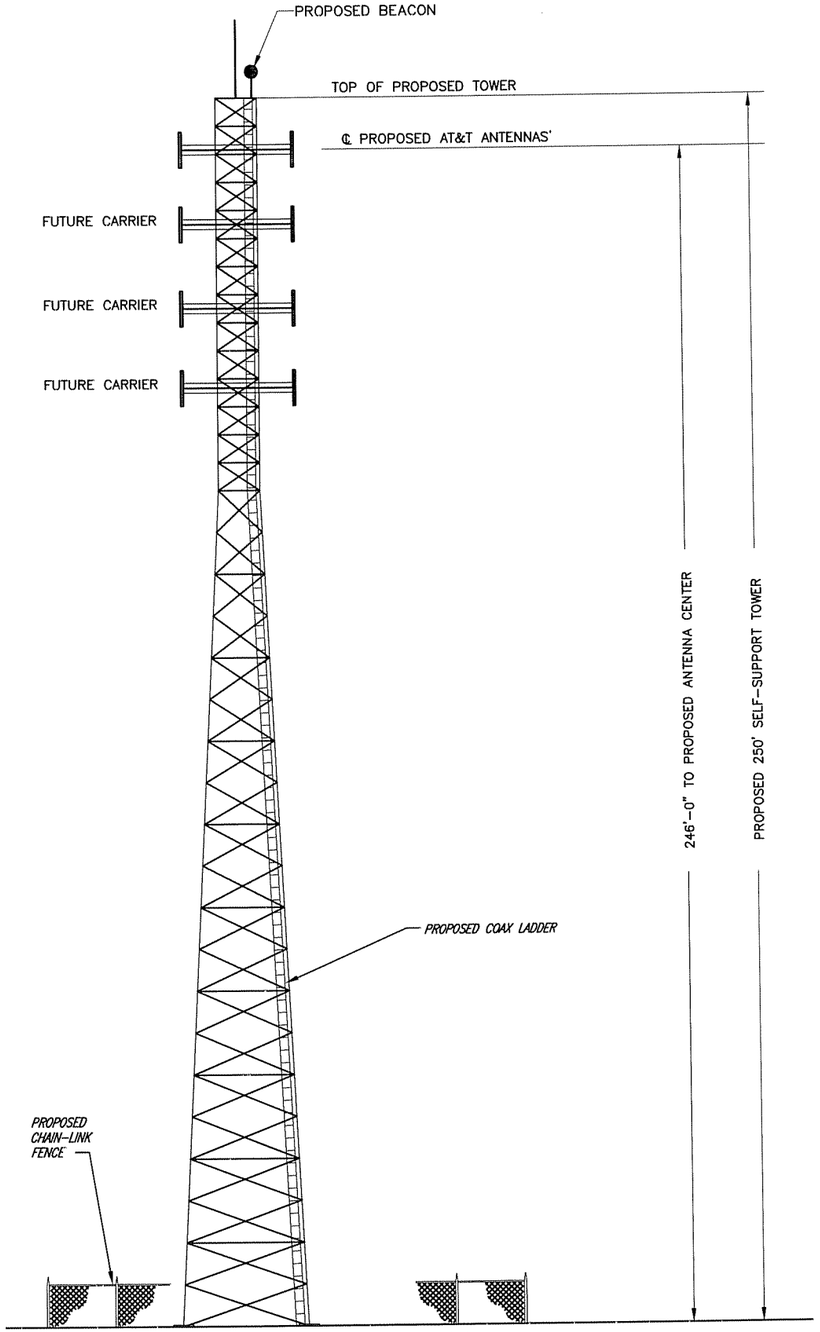
5. CONTRACTOR SHALL MAINTAIN 20' HORIZONTAL CLEARANCE FROM CENTERLINE OF EXISTING POWER LINES OR AS REQUESTED BY THE POWER COMPANY.

6. ALL EXCAVATIONS IN AREAS OF EXISTING UTILITIES SHALL BE PERFORMED BY HAND.

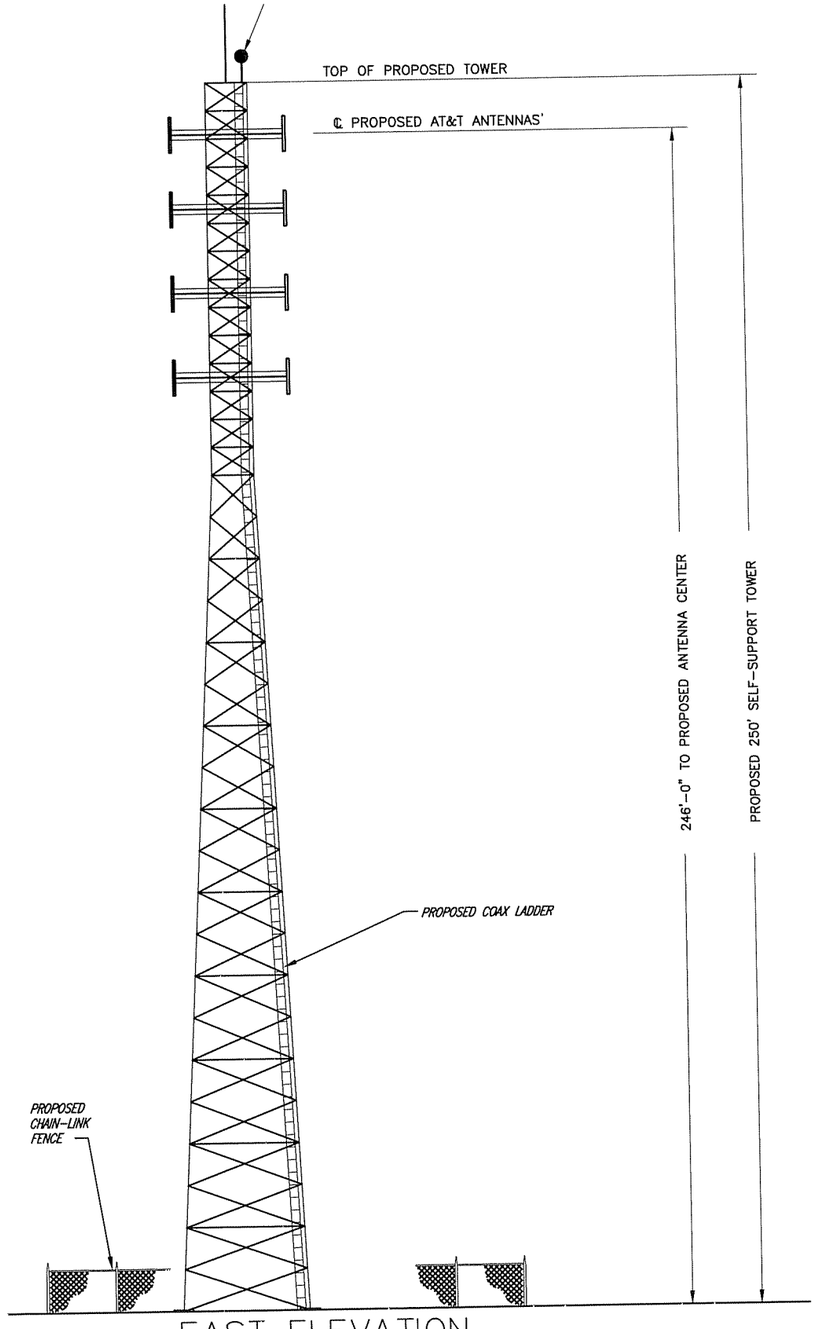
7. CONTRACTOR IS RESPONSIBLE FOR ANY COSTS TO REPAIR OR DOWNTIME RELATED CHARGES.

8. CONTRACTOR SHALL PROVIDE ALL MATERIALS REQUIRED FOR THE GROUNDING INSTALLATION.

9. GENERAL DYNAMICS CONSTRUCTION SUPERVISOR SHALL BE GIVEN NO LESS THAN 48 HOUR NOTICE FOR PRE-CONSTRUCTION WALK AND GROUNDING / MEGGER INSPECTION / CONCRETE POURS.



WEST ELEVATION
NOT TO SCALE



EAST ELEVATION
NOT TO SCALE

at&t

GENERAL DYNAMICS
Wireless Services

FStan

F.S. Land Company
T Alan Neal Company
Land Surveyors and Consulting Engineers
PO Box 17546 2313/2315 Crittenden Drive
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STATE OF KENTUCKY
9/25/08
WALTER C. MARTIN
2450
LICENSED
PROFESSIONAL ENGINEER

SITE NUMBER:
135G0247

SITE NAME:
POOLE

SITE ADDRESS:
465 STATE ROUTE 56 EAST
SEBREE, KY 42455

PROPOSED LEASE AREA:
AREA = 10,000 sq ft

PROPERTY OWNER:
ROBERT W. KUHLMAN &
RICHARD L. TREMONT
719 SOUTHEAST 1ST STREET
EVANSVILLE, IN 47713

MAP NUMBER:
064

PARCEL NUMBER:
004-000

SOURCE OF TITLE:
DEED BOOK 234, PAGE 241

DWG BY	CHKD BY	DATE
MG	JMW	08.11.08

FSTAN PROJECT NO.:
08-5366

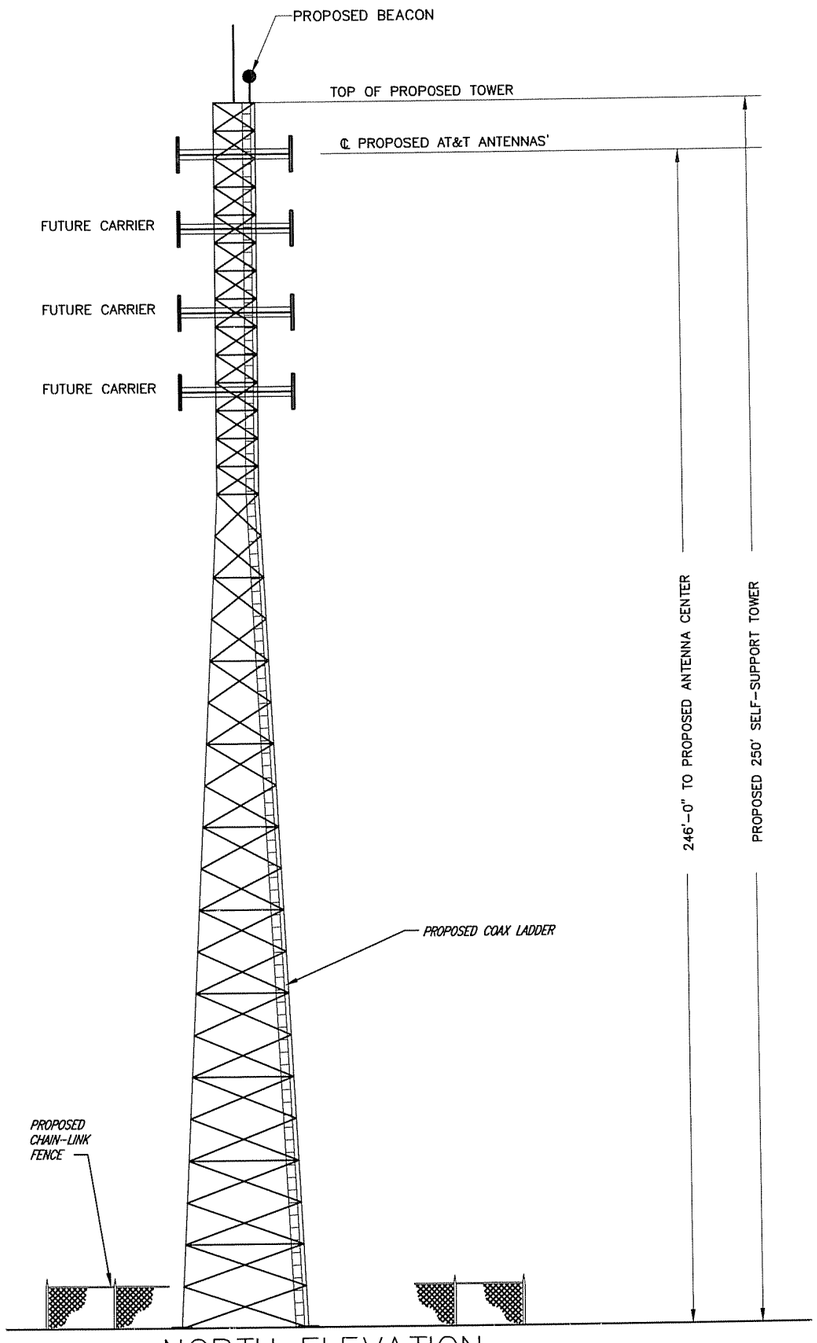
SHEET Z-5 OF 7

REVISIONS:

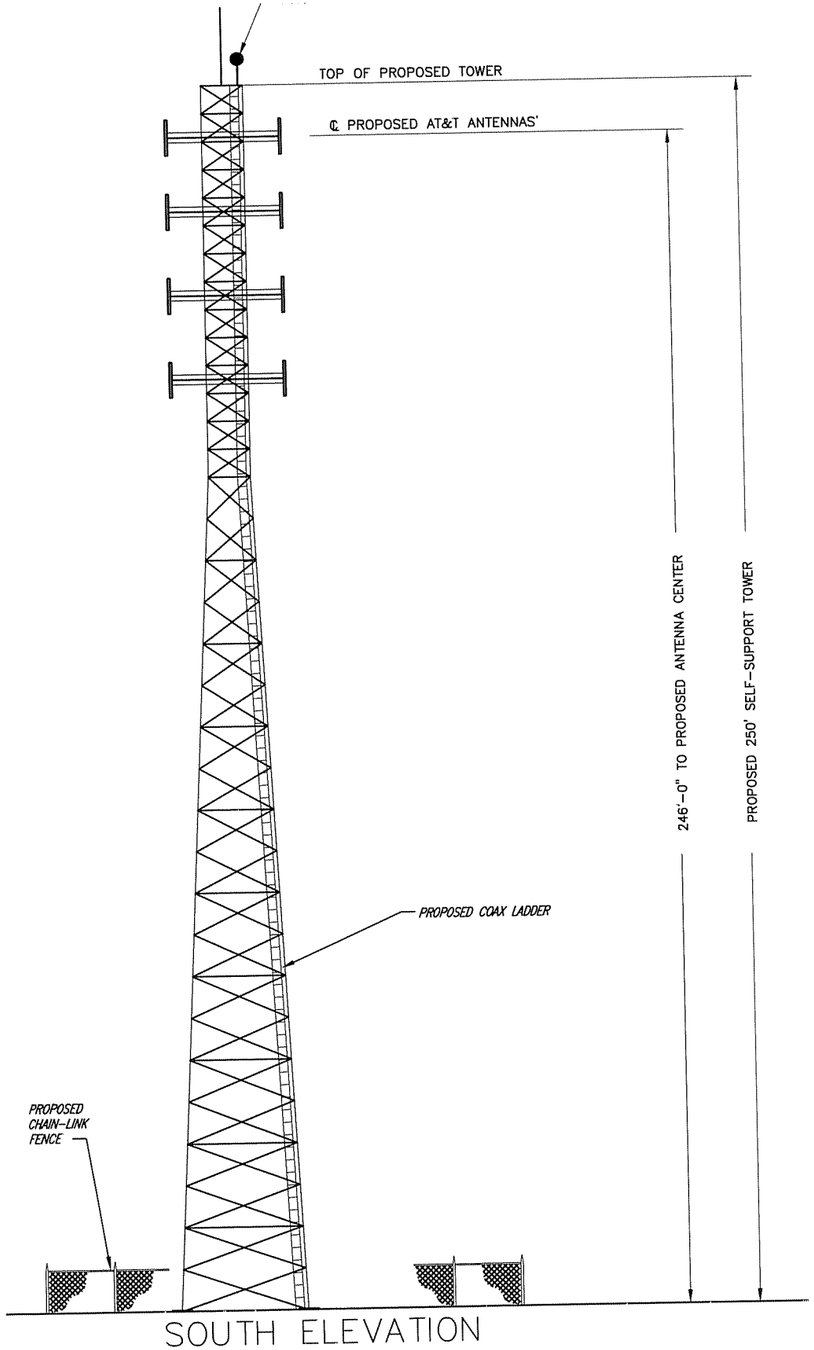
WEST & EAST ELEVATION

POOLE
SITE ID# 135G0247

SITE ADDRESS: 465 STATE ROUTE 56 EAST SEBREE, KY 42455
OWNER ADDRESS:719 SOUTHEAST 1ST STREET EVANSVILLE, IN 47713



NORTH ELEVATION
NOT TO SCALE



SOUTH ELEVATION
NOT TO SCALE

at&t

GENERAL DYNAMICS
Wireless Services

FSTAN

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STATE OF KENTUCKY
9/25/08
WALTER C. MARTIN
2450
LICENSED PROFESSIONAL ENGINEER

SITE NUMBER:
135G0247

SITE NAME:
POOLE

SITE ADDRESS:
465 STATE ROUTE 56 EAST
SEBREE, KY 42455

PROPOSED LEASE AREA
AREA = 10,000 sq ft

PROPERTY OWNER:
ROBERT W. KUHLMAN &
RICHARD L. TREMONT
719 SOUTHEAST 1ST STREET
EVANSVILLE, IN 47713

MAP NUMBER:
064

PARCEL NUMBER:
004-000

SOURCE OF TITLE:
DEED BOOK 234, PAGE 241

DWG BY:	CHKD BY	DATE:
MG	JMW	08.11.08

FSTAN PROJECT NO:
08-5366

SHEET Z-4 OF 7

REVISIONS:

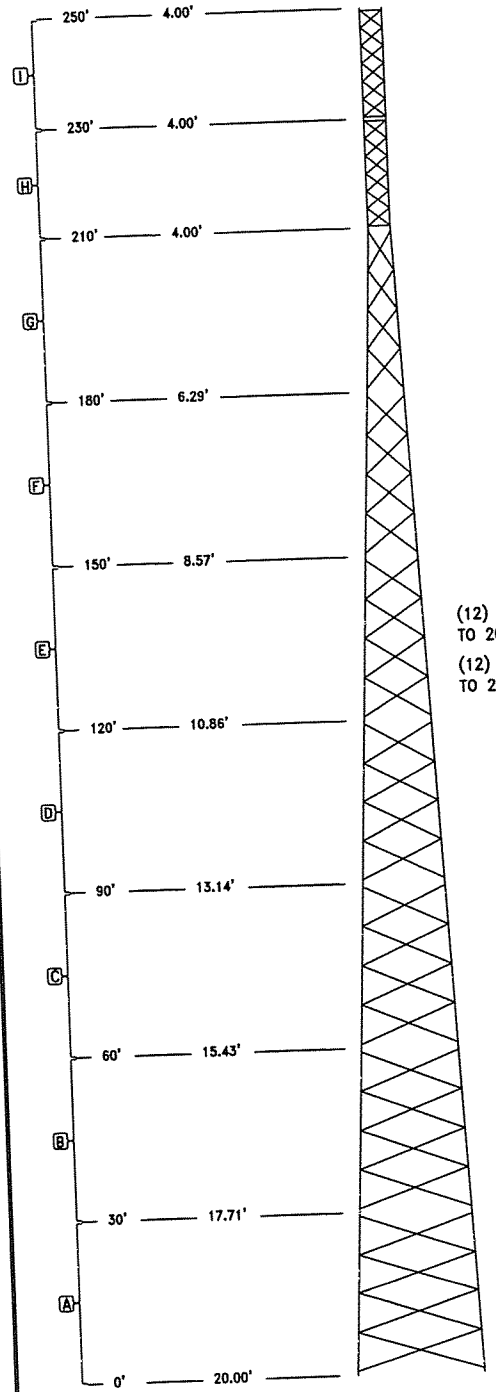
NORTH & SOUTH ELEVATION

POOLE
SITE ID# 135G0247

SITE ADDRESS: 465 STATE ROUTE 56 EAST
SEBREE, KY 42455

OWNER ADDRESS: 719 SOUTHEAST 1ST STREET
EVANSVILLE, IN 47713

Exhibit D



MEMBER CHART

SECTION	ELEVATION	FACE SIZE	LEGS	GIRTS			SECTION WEIGHT (lbs.)
				DIAGONALS	HORIZONTALS	CLIMBING	
A	0' – 30'	20.00' – 17.71'	4–1/4	L 3–1/2 x 3–1/2 x 1/4	N/A	NOTE: 5	7825
B	30' – 60'	17.71' – 15.43'	4	L 3 x 3 x 1/4	N/A	NOTE: 5	6550
C	60' – 90'	15.43' – 13.14'	4	L 3 x 3 x 3/16	N/A	NOTE: 5	5775
D	90' – 120'	13.14' – 10.86'	3–3/4	L 2–1/2 x 2–1/2 x 3/16	N/A	NOTE: 5	4900
E	120' – 150'	10.86' – 8.57'	3–1/2	L 2–1/2 x 2–1/2 x 3/16	N/A	NOTE: 5	4300
F	150' – 180'	8.57' – 6.29'	3–1/2	L 2 x 2 x 3/16	N/A	NOTE: 5	4025
G	180' – 210'	6.29' – 4.00'	3–1/4	L 2 x 2 x 3/16	N/A	NOTE: 5	3525
H	210' – 230'	4.00'	2–1/4	7/8 S.R.	7/8 S.R.	NOTE: 5	1850
I	230' – 250'	4.00'	1–3/4	3/4 S.R.	3/4 S.R.	NOTE: 5	1225

MATERIAL SPEC CHART

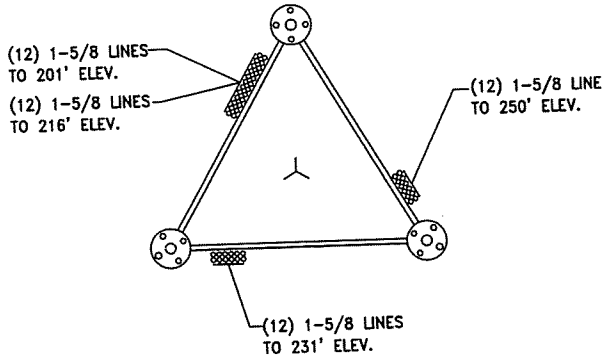
DESC.	MATR'L SPEC.	MIN. YIELD (ksi)
WELDED SECTIONS		
LEGS	A-572 GRADE 50	50
INNER MEM.	A-572 GRADE 50	50
FLANGE PL	A-572 GRADE 50	50
BOLTED X-BRACED SECTIONS		
LEGS	MTZW65 GRADE 58	58
INNER MEM.	A-36	36
FLANGE PL	A-572 GRADE 50	50
LEG PAD PL	A-36	36

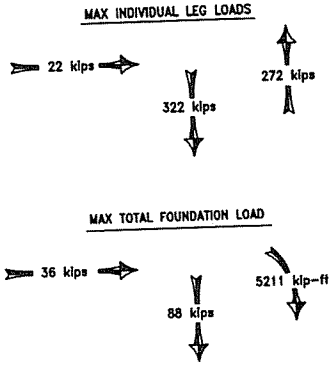
ANTENNA INFORMATION

ANTENNA	ELEVATION	HELIAX LINE
(6) DBXLH-9090C-R2M	● 250'	(12) 1-5/8
(12) ETD819G-12UB TMA'S	● 250'	N/A
(12) DB854DG85ESX	● 231'	1-5/8
(12) DB854DG85ESX	● 216'	1-5/8
(12) DB854DG85ESX	● 201'	1-5/8

Feedline Distribution Information

1) The Tower Structure is Designed According To The Feedline Distribution Information Provided.





DESIGN & DRAWING NOTES:

1) SOME DETAIL HAS BEEN OMITTED FOR CLARITY OF ILLUSTRATION.
2) TOWER IS DESIGNED FOR A 70 MPH BASIC WIND IN ACCORDANCE WITH THE TIA/EIA-222-F STANDARD.
3) TOWER IS ALSO DESIGNED FOR A 61 MPH BASIC WIND WITH 1/2" ICE.
4) DEFLECTIONS ARE BASED UPON A 50 MPH WIND.
5) TOWER DESIGNED FOR STEP BOLTS.
6) TOWER DESIGNED FOR CLIP-ON WAVEGUIDE LADDERS.
7) SECTIONS A – G ARE 4-BAY X-BRACED.
   SECTIONS H & I ARE 6-BAY X-BRACED.

STATE OF KENTUCKY
W. GRAY HODGE
S14,535
LICENSED PROFESSIONAL ENGINEER

11/3/08

REV. #	DESCRIPTION	DATE	APP.

		DATE
DRAWN	A.W.L.	10-30-08
CHECK	A.W.L.	10-30-08
APPROVAL	A.W.L.	10-30-08

THIRD ANGLE PROJECTION

TOLERANCES
.X± 1/32" ANGLES± 2°
.XX± 1/32" DRILLED HOLE± #1/32"
.XXX± 1/16" BURNED HOLE± #1/16"

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

Tower Innovations
PH# (812) 853-
FAX# (812) 853-
2855 HIGHWAY 2
NEWBURGH, IN. 4

TITLE
ELEVATION VIEW & MEMBER INFORMA
POOLE, WEBSTER CO., K

DWG NO.
5227-T1 (21294)

DO NOT SCALE DRAWING

PAD

REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
#9 GRADE 60	31'	152	4712'

PIER (verts) (Total for 3 Piers)

REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
#9 GRADE 60	7'-11"	45	357'

PIER (ties) (Total for 3 Piers)

REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
#4 GRADE 60	30" ø	27	213'

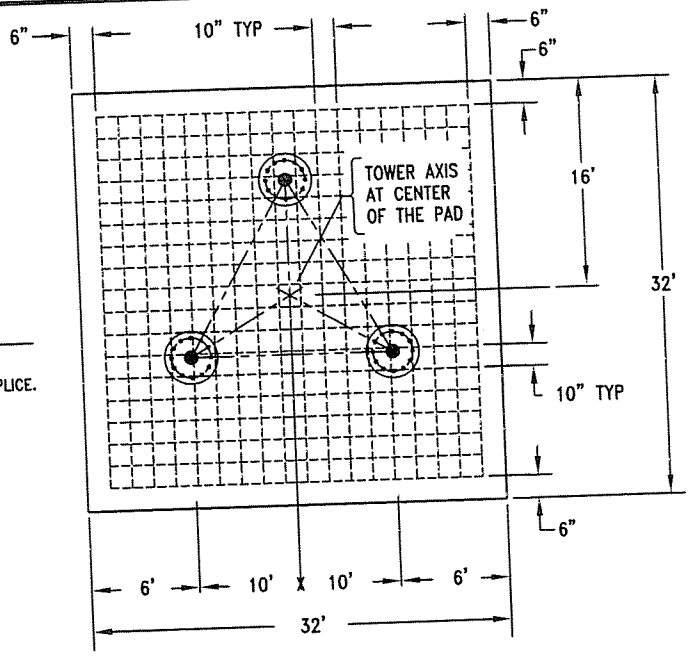
APPROXIMATE CONCRETE REQ'D = 79-1/2 yd^3

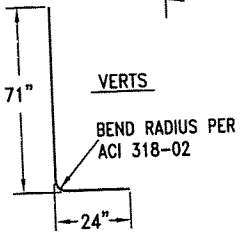
REBAR SPLICING CHART

BAR SIZE	SPLICE LENGTH BOTTOM BARS	SPLICE LENGTH TOP BARS
#3	19"	25"
#4	25"	33"
#5	31"	41"
#6	37"	49"
#7	54"	71"
#8	62"	81"
#9	70"	91"
#10	78"	102"
#11	85"	111"

SPLICING NOTES:

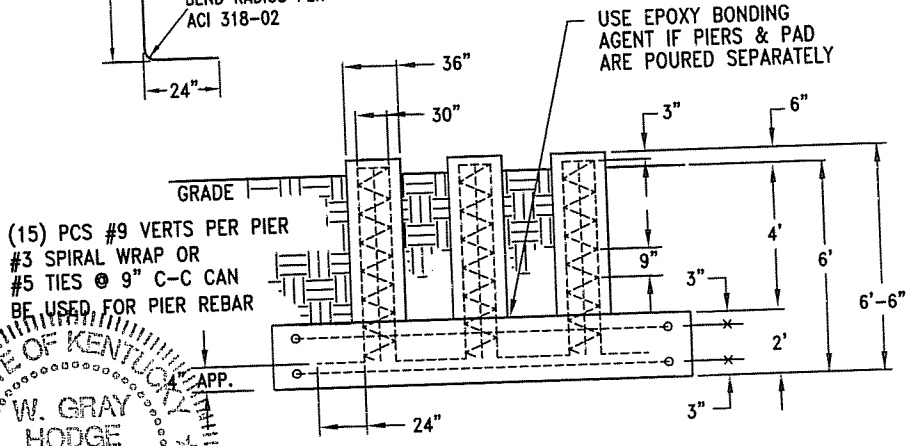
1) STAGGER ALL SPLICES.
2) SPLICE CHART IS BASED ON 4000 PSI CONCRETE AND CLASS B SPLICE.
3) SPLICE REBAR ONLY WHEN NECESSARY.





NOTES:

1) ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ACI 301 AND ACI318.
2) THIS FOUNDATION IS DESIGNED TO CONFORM ACI 318-02 AND TIA/EIA-222-F STANDARDS UTILIZING THE SOIL REPORT PREPARED BY TSG, PROJECT # 08CTCIV03010G. A COPY SHALL BE PROVIDED TO THE FOUNDATION CONTRACTOR. SOIL CONDITIONS THAT DIFFER FROM THOSE DESCRIBED IN THE REPORT SHALL BE BROUGHT TO THE ATTENTION OF THE RESIDENT ENGINEER/INSPECTOR. ALL COMMENTS OR RECOMMENDATIONS REGARDING CONSTRUCTION TESTING OR CONSTRUCTION MONITORING SHALL BE STRICTLY FOLLOWED.
3) ALL CONCRETE SHALL BE 4000 PSI AT 28 DAYS. CYLINDERS SHALL BE PROPERLY CAST WITH COPIES OF THE TEST REPORTS GOING TO THE RESIDENT ENGINEER/INSPECTOR.
4) ALL ADMIXTURES MUST BE ADDED SEPARATELY INTO FRESH CONCRETE AND SUFFICIENTLY MIXED. A NON-CORROSIVE CONCRETE SET ACCELERATE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE C. A WATER REDUCING ADMIXTURE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE A.
5) ALL BACKFILL SHALL BE PLACED IN 9 INCH LIFTS AND COMPACTED TO A MINIMUM OF 95 PERCENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY AS MEASURED BY ASTM D-698 UNLESS MORE STRINGENT COMPACTION IS REQUIRED BY THE SOIL REPORT.
6) MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
7) CROWN TOP OF PIER FOR DRAINAGE AND CHAMFER ALL EXPOSED CONCRETE EDGES 1 INCH.
8) SEE TEMPLATE DRAWING & TEMPLATE DESIGN CHART FOR TOWER LAYOUT DIMENSIONS, USE OF TEMPLATE IS REQUIRED TO INSURE PROPER LOCATION AND ORIENTATION OF ANCHOR BOLTS.



STATE OF KENTUCKY
W. GRAY HODGE
$14,535
LICENSED PROFESSIONAL ENGINEER

Brad 11/3/08

REV.	DESCRIPTION	DATE	APP.

DRAWN	A.W.L.	DATE 10-30-08
CHECK	A.W.L.	DATE 10-30-08
APPROVAL	A.W.L.	DATE 10-30-08

THIRD ANGLE PROJECTION

TOLERANCES
.X± 5/32" ANGLES± 2°
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.XXX± 1/16" BURNED HOLE± #1/16"

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

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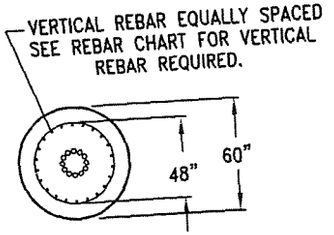
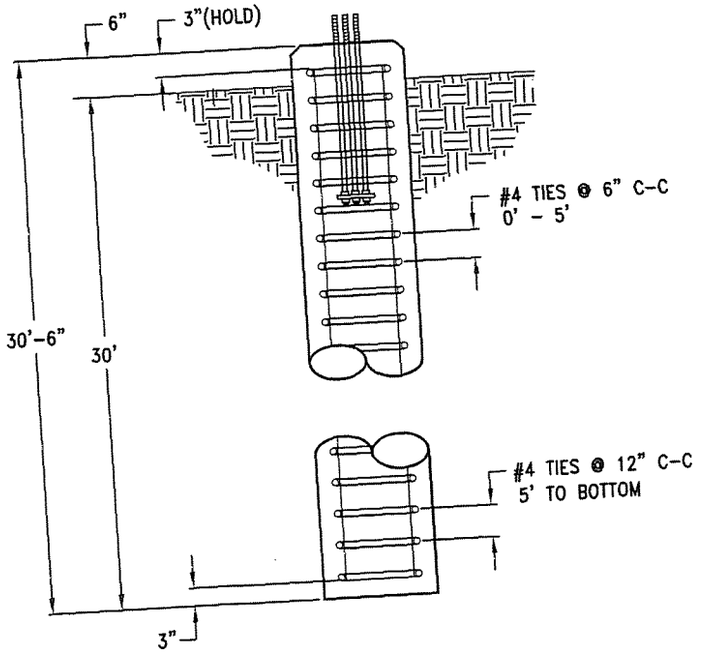
2855 HIGHWAY 2
NEWBURGH, IN.

TITLE
PAD & PIER FOUNDATION DESIGN (OPTI
POOLE, WEBSTER CO.,

DWG NO.
5227-F1 (21294)

DO NOT SCALE DRAWING





REBAR SPLICING CHART

BAR SIZE	SPLICE LENGTH
3	25"
4	33"
5	41"
6	49"
7	71"
8	81"
9	91"
10	102"
11	111"

SPLICING NOTES:

1) STAGGER ALL SPLICES.
2) SPLICE CHART IS BASED ON 4000 PSI CONCRETE AND CLASS B SPLICE.
3) SPLICE REBAR ONLY WHEN NECESSARY.

REBAR CHART (1)-CAISSON

REBAR	REBAR SIZE	REBAR LENGTHS	REBAR DIA.	pcs. OF REBAR	TOTAL FT.
VERTS	#9 GRADE 60	30'	N/A	30	900'
TIES	#4 GRADE 60	N/A	48" ø	35	440'

REBAR CHART (3)-CAISSONS

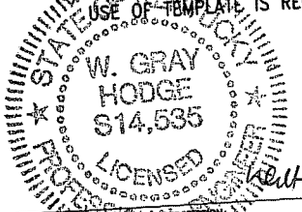
REBAR	REBAR SIZE	REBAR LENGTHS	REBAR DIA.	pcs. OF REBAR	TOTAL FT.
VERTS	#9 GRADE 60	30'	N/A	90	2700'
TIES	#4 GRADE 60	N/A	48" ø	105	1320'

APPROXIMATE CONCRETE REQ'D PER CAISSON = 22 YD^3

TOTAL CONCRETE = 66 YD^3

NOTES:

1) ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ACI 301 AND ACI318.
2) THIS FOUNDATION IS DESIGNED TO CONFORM ACI 318-02 AND TIA/EIA-222-F STANDARDS UTILIZING THE SOIL REPORT PREPARED BY TSG, PROJECT # 08CTCIV03010G. A COPY SHALL BE PROVIDED TO THE FOUNDATION CONTRACTOR. SOIL CONDITIONS THAT DIFFER FROM THOSE DESCRIBED IN THE REPORT SHALL BE BROUGHT TO THE ATTENTION OF THE RESIDENT ENGINEER/INSPECTOR. ALL COMMENTS OR RECOMMENDATIONS REGARDING CONSTRUCTION TESTING OR CONSTRUCTION MONITORING SHALL BE STRICTLY FOLLOWED.
3) ALL CONCRETE SHALL BE 4000 PSI AT 28 DAYS. CYLINDERS SHALL BE PROPERLY CAST WITH COPIES OF THE TEST REPORTS GOING TO THE RESIDENT ENGINEER/INSPECTOR.
4) ALL ADMIXTURES MUST BE ADDED SEPARATELY INTO FRESH CONCRETE AND SUFFICIENTLY MIXED. A NON-CORROSIVE CONCRETE SET ACCELERATE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE C. A WATER REDUCING ADMIXTURE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE A.
5) ALL BACKFILL SHALL BE PLACED IN 9 INCH LIFTS AND COMPACTED TO A MINIMUM OF 95 PERCENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY AS MEASURED BY ASTM D-698 UNLESS MORE STRINGENT COMPACTION IS REQUIRED BY THE SOIL REPORT.
6) MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
7) CROWN TOP OF PIER FOR DRAINAGE AND CHAMFER ALL EXPOSED CONCRETE EDGES 1 INCH.
8) SEE TEMPLATE DRAWING & TEMPLATE DESIGN CHART FOR TOWER LAYOUT DIMENSIONS, USE OF TEMPLATE IS REQUIRED TO INSURE PROPER LOCATION AND ORIENTATION OF ANCHOR BOL



11/3/08

REV. #	DESCRIPTION	DATE	APP.

		DATE
DRAWN	A.W.L.	10-30-08
CHECK	A.W.L.	10-30-08
APPROVAL	A.W.L.	10-30-08

THIRD ANGLE PROJECTION

TOLERANCES

.X± 3/32" ANGLES± 2°
.XX± 3/32" DRILLED HOLE± #1/32"
.XXX± 1/16" BURNED HOLE± #1/16"

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

Tower Innovations
PH# (812) 853
FAX# (812) 85
2855 HIGHWAY
NEWBURGH, IN.

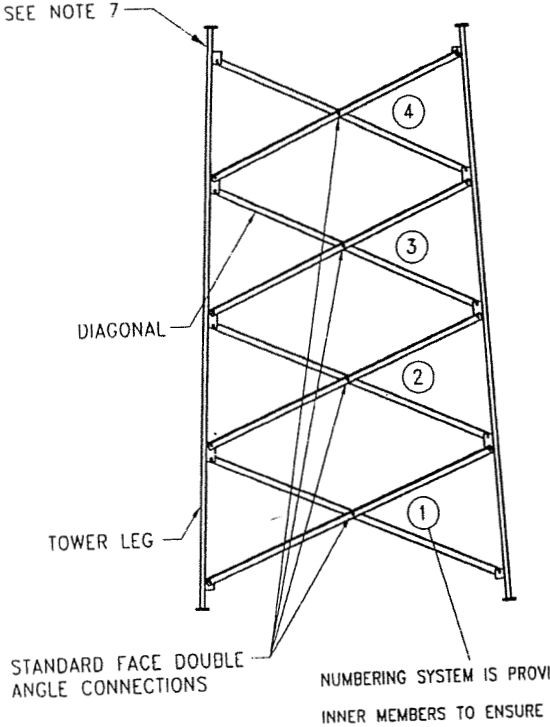
TITLE
CAISSON FOUNDATION DESIGN (OPTI
POOLE, WEBSTER CO., K

DWG NO.
5227-F2 (21294)

DO NOT SCALE DRAWING

4-BAY SECTION ASSEMBLY

STANDARD TAPERED FACE

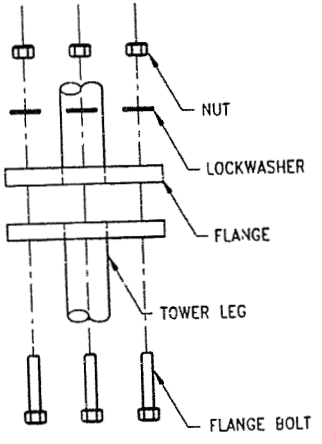


NUMBERING SYSTEM IS PROVIDED FOR INNER MEMBERS TO ENSURE PROPER INSTALLATION : (JOB NO. - C - 1)

JOB NO. — C — 1

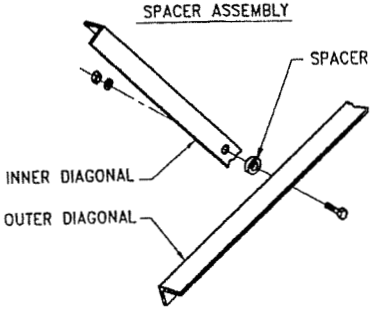
C = SECTION

FLANGE CONNECTION DETAIL



USE "TURN-OF-THE-NUT" METHOD FOR TIGHTENING FLANGE AND INNER MEMBER STRUCTURAL BOLTS

SPACER ASSEMBLY



NOTES:

1) ALL LADDER FACES OR CLIMBING LEGS ON ALL SECTIONS MUST BE ALIGNED TOGETHER.
2) SOME DETAIL HAS BEEN OMITTED FOR CLARITY OF ILLUSTRATION.
3) SEE SHIPMENT LIST FOR BOLT SIZES & LOCATIONS.
4) ALL INNER MEMBER CONNECTIONS ARE SINGLE ANGLE CONNECTIONS UNLESS NOTED OTHERWISE.
5) DIAGONAL INSTALL INSTRUCTIONS. INSIDE DIAGONALS TO BE INSTALLED FIRST. OUTSIDE DIAGONALS TO BE INSTALLED SECOND. BOLTS ARE TO BE INSTALLED FROM THE INSIDE OF THE TOWER SO THAT THE THREADS ARE PROTRUDING TOWARDS THE OUTSIDE OF THE TOWER FACE.
6) IN CASE OF CLEARANCE PROBLEMS THE DIRECTION OF BOLT CAN BE CHANGED FROM (INSIDE TO OUT) TO (OUTSIDE TO IN).
7) SECTION LABELING SYSTEM IS TO BE USED FOR PROPER IDENTIFICATION OF ALL SECTIONS AND TO ENSURE PROPER INSTALLATION. LEG MEMBERS WILL BE STAMPED WITH APPROPRIATE SECTION LETTER AT TOP OF LEG.

DRAWN	robert.hunt
DATE	12/07/2007
CHECK	DATE
APPD	DATE

Tower Innovations
PHONE NO.: (812) 853-0595
FAX NO.: (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

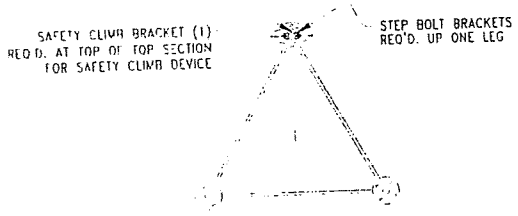
THIRD ANGLE PROJECTION

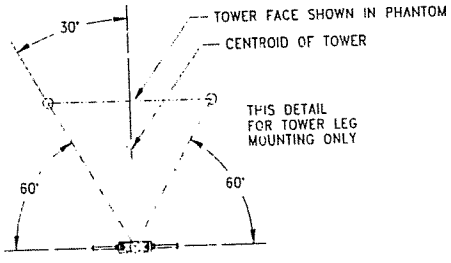
TOLERANCES
.X ± 1/32" ANGLES ± 2°
.XX ± 1/16" DRILLED HOLE ± 1/32"
.XXX ± 1/32" BURNED HOLE ± 1/16"

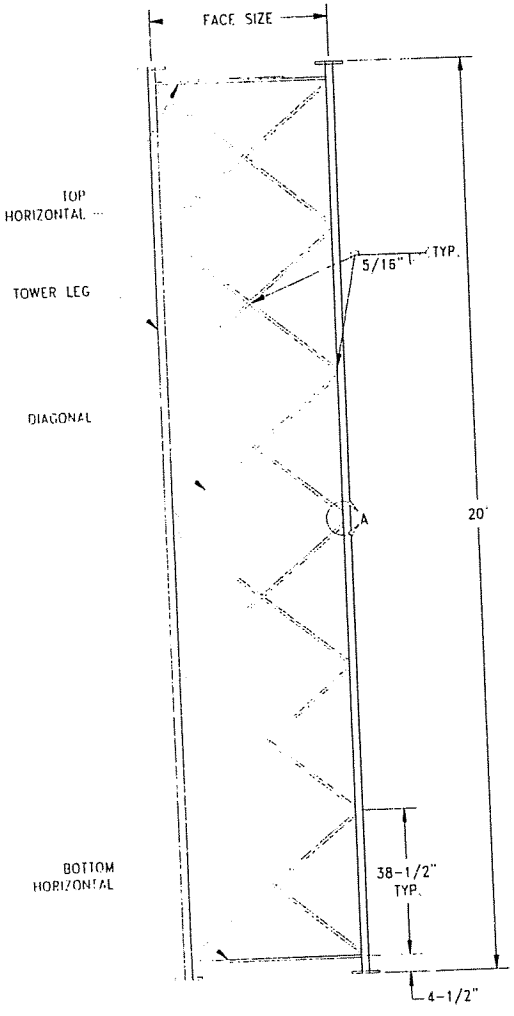
UNLESS OTHERWISE SPECIFIED UNITS ARE IN: Inches

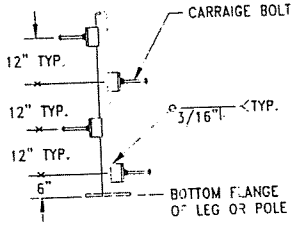
SHEET 1 OF 1

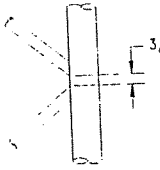
TITLE	INSTALLATION DETAIL
FOR	4-BAY X-BRACED TAPERED BOLT-TOGETHER SECTION
PROJ NO	INSTALL
REV	
PART NO	N/A
SCALE	NTS
WT/LB	
DWG NO	4BAY-T-IND





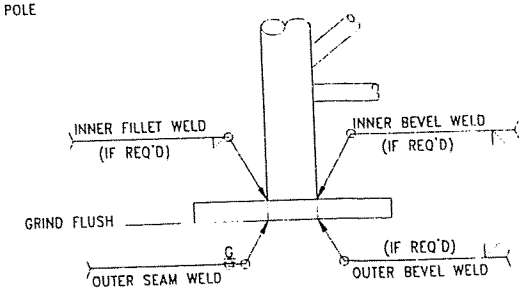






DETAIL A

FLANGE WELD DETAIL
(SEE FLANGE CHART FOR WELD SIZES)



SECTION NOTES:

1) SEE MEMBER CHART FOR APPROPRIATE SECTION LABEL, LEG & INNER MEMBER SIZE.
2) SEE FLANGE CHART FOR APPROPRIATE FLANGE SIZE.
3) SOME DETAIL HAS BEEN OMITTED FOR CLARITY OF ILLUSTRATION

REV. #	DESCRIPTION	DATE	APP.
A	INSIDE WELDED YEACON MOUNT CLARIFICATION	3-3-06	AJH

DRAWN A.J.H. DATE 11-15-99
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

TOLERANCES
.X± 1/32" ANGLES± 1°
.XX± 1/32" DRILLED HOLE± #1/32"
.XXX± 1/16" BURNED HOLE± #1/16"

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

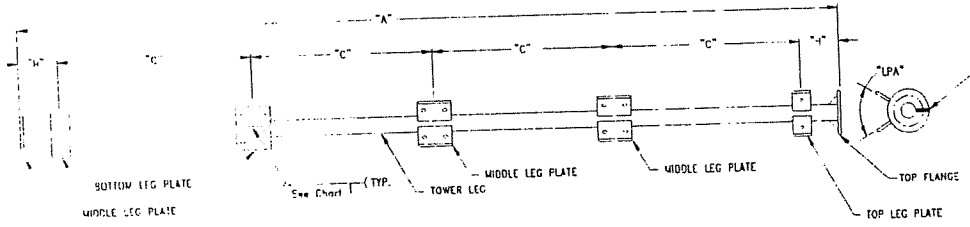
Tower Innovations
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

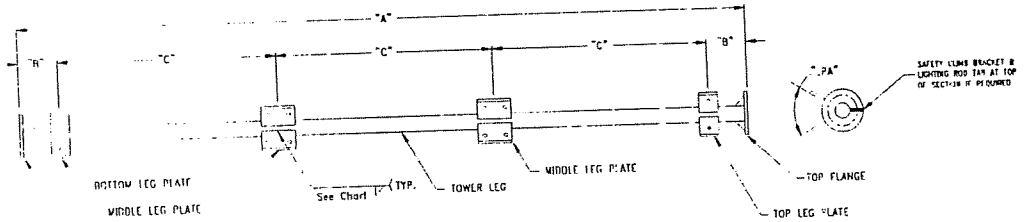
TITLE
WELDED SECTION DETAILS

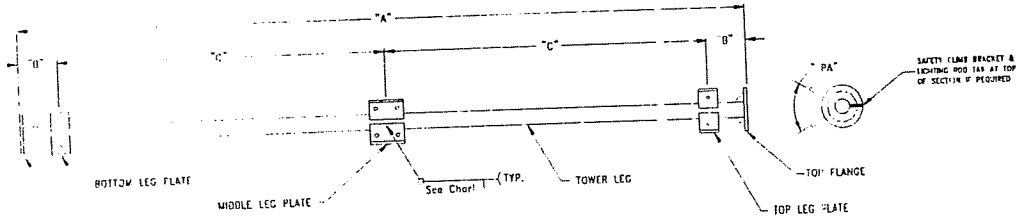
DWG NO. STNDPG-(20)
REV A

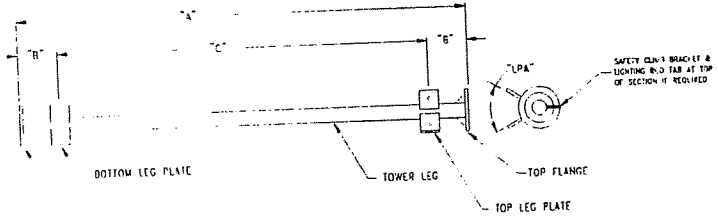
DO NOT SCALE DRAWING

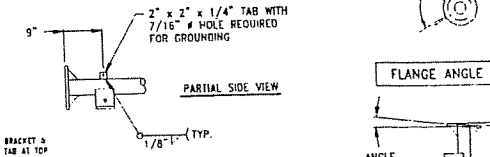
LEG DETAIL



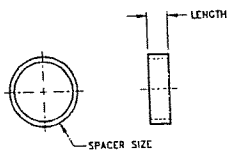


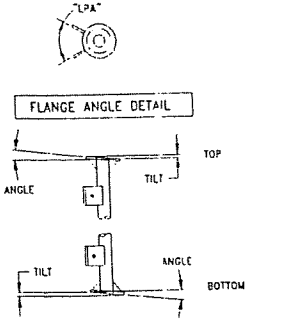




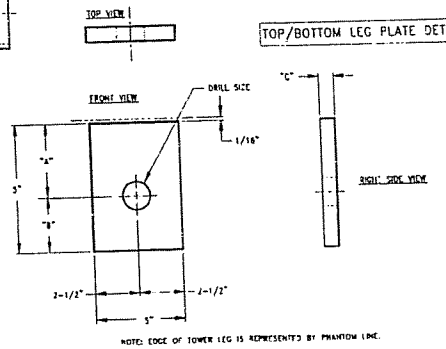


SPACER DETAIL



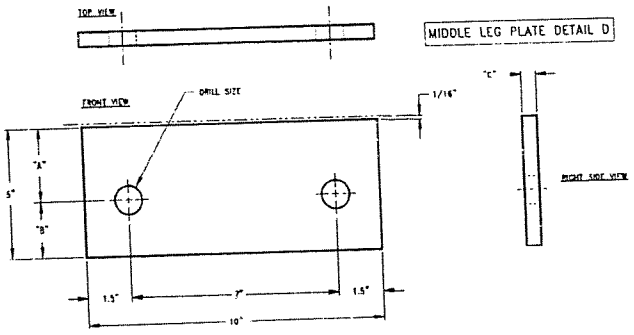


TOP/BOTTOM LEG PLATE DETAIL S



NOTE: EDGE OF TOWER LEG IS REPRESENTED BY PHANTOM LINE.

MIDDLE LEG PLATE DETAIL D



NOTE: EDGE OF TOWER LEG IS REPRESENTED BY PHANTOM LINE.

FABRICATOR NOTE:
"A" DIMENSION SHALL BE CALCULATED ACROSS THE CENTERLINE OF THE LEG ON TILTED/ANGLED ENDS.

REV. #	DESCRIPTION	DATE	APP.
A	ADDED FABRICATOR NOTE	2.15.07	AJH

DRAWN	J.J.B.	DATE 6-14-01
CHECK	R.E.H.	DATE 6-14-01
APPROVAL	A.J.H.	DATE 6-14-01

THIRD ANGLE PROJECTION

TOLERANCES
.X± 1/32" ANGLES ± 2°
.YX± 1/32" DRILLED HOLES ø1/32"
.YXX± 1/16" BURNED HOLES ø1/8"

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

Tower Innovations
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

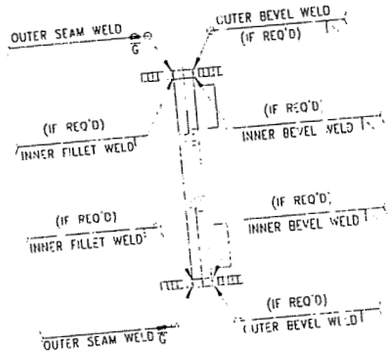
TITLE
LEG WELD ASSEMBLY & SPACER DETAILS

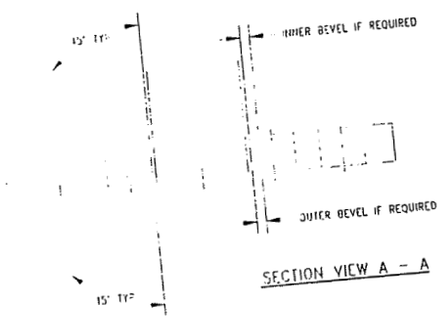
DWG NO. XB 1-4 BAY SR

REV A

DO NOT SCALE DRAWING

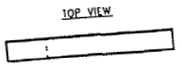
FLANGE WELD DETAIL
(SEE FLANGE CHART FOR WELD SIZES)

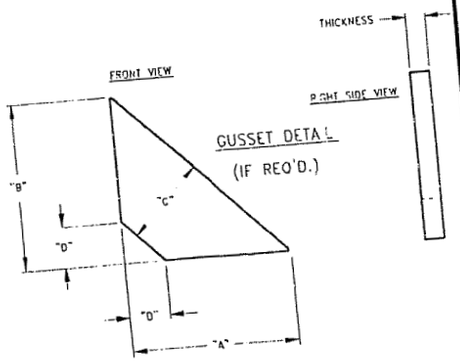




SECTION VIEW A - A

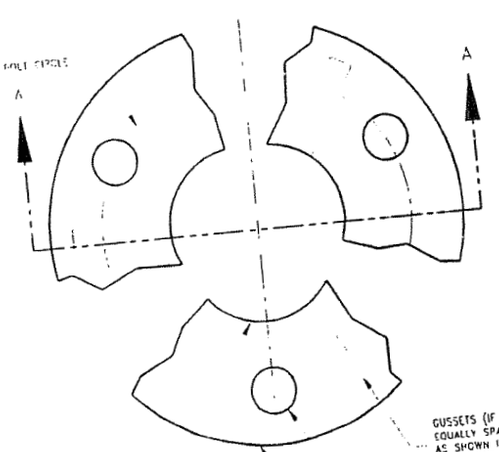
TOP VIEW

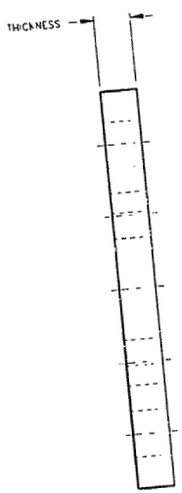


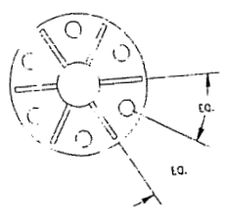


GUSSET DETAIL
(IF REQ'D.)

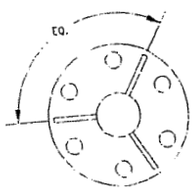
FLANGE DETAIL







EXAMPLE 1
IF FULL GUSSETS REQ'D.



EXAMPLE 2
IF HALF GUSSETS REQ'D.

NOTES:

1) GUSSETS EQUALLY SPACED BETWEEN HOLES.

2) INNER BEVEL & INNER WELD IS ALWAYS IN REFERENCE TO THE SIDE OF THE FLANGE WITH GUSSETS OF I.E. TOWARD THE LEG PLATES.

REV. #	DESCRIPTION	DATE	APP.

		DATE
DRAWN	J.J.B.	7-29-02
CHECK	A.J.H.	7-29-02
APPROVAL	R.C.H.	7-29-02

"TIPPO ANGLE PROJECTION"

TOLERANCES
.X± 3/32" ANGLES± 2°
.XX± 3/32" DRILLED HOLE± #1/32"
.XXX± 1/16" BURNED HOLE± #1/16"

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

Tower Innovations
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

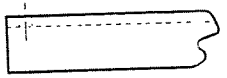
TITLE
FLANGE & GUSSET SIZING DETAILS

DWG NO. FL-G-N

REV —

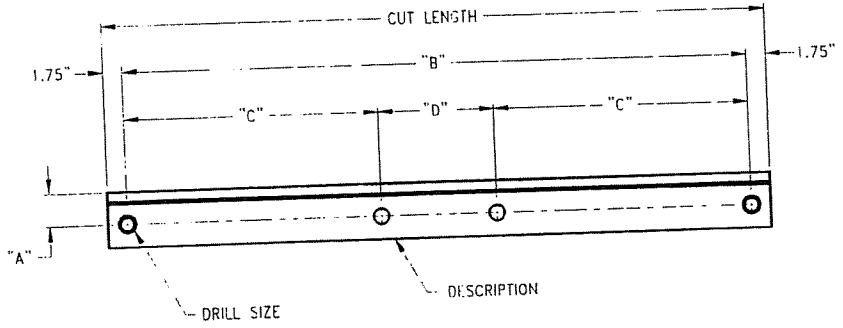
DO NOT SCALE DRAWING

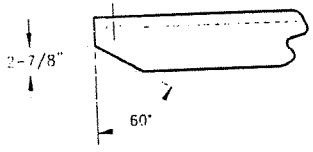
PARTIAL TOP VIEW



DIAGONAL DETAIL

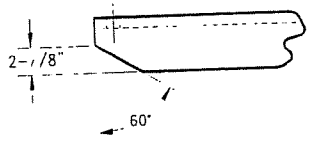
FRONT VIEW





COPE DETAIL

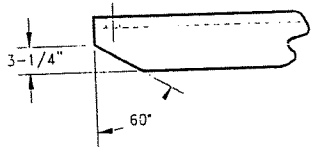
3-1/2" & 4" ANGLE



COPE DETAIL 1

5" ANGLE

IF FACE SIZE IS LARGER THAN 18' AND LEG SIZE IS LARGER THAN 4-3/4"ø



COPE DETAIL 2

5" ANGLE

IF FACE SIZE IS SMALLER THAN 18' AND LEG SIZE IS SMALLER THAN 4-3/4"ø

REV. #	DESCRIPTION	DATE	APP.
A	REVISED 5" ANGLE COPE DETAIL	7-16-03	J.J.B.
B	CHANGED 5" COPE	4-21-05	A.W.L.

DRAWN	R.E.H.	DATE 1-10-01
CHECK	J.J.B.	DATE 1-10-01
APPROVAL	A.J.H.	DATE 1-10-01

THIRD ANGLE PROJECTION

TOLERANCES

.X± 3/32" ANGLES± 2°

.XX± 1/32" DRILLED HOLE± ø1/32"

.XXX± 1/16" BURNED HOLE± ø1/16"

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

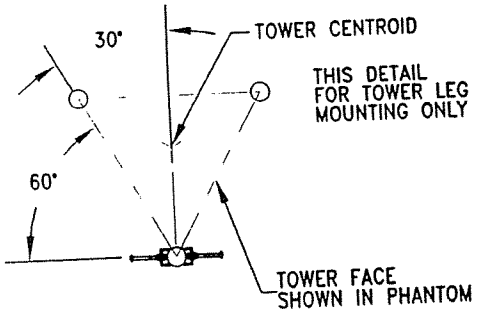
Tower Innovations
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

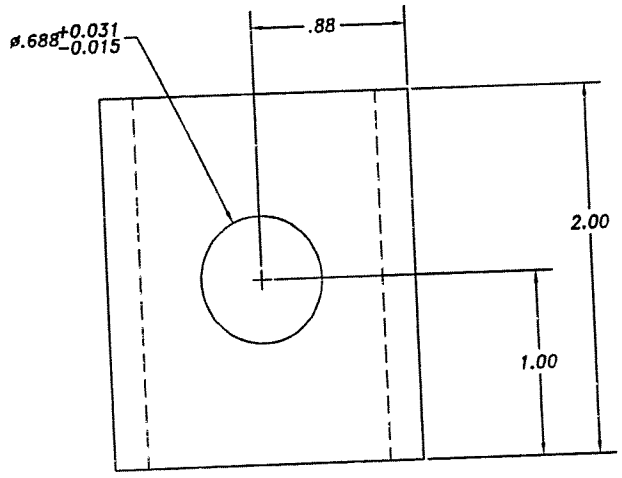
TITLE: DIAGONAL MEMBER DETAILS FOR SECTION

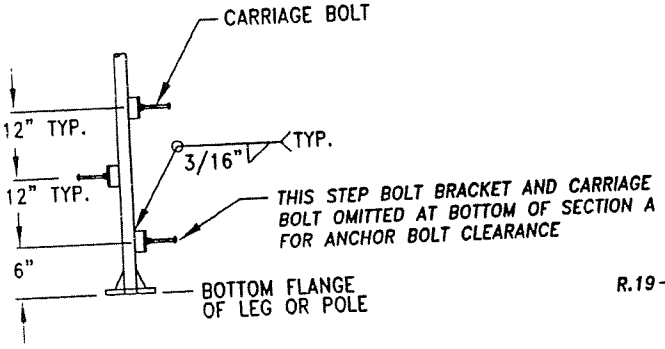
DWG NO. X-DIAGONAL

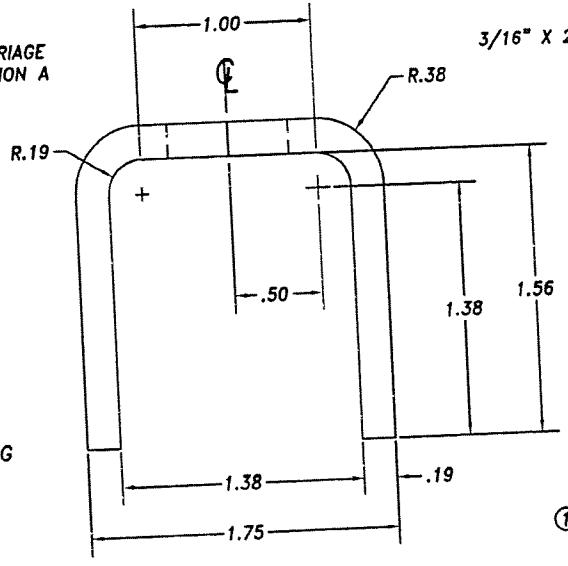
REV B

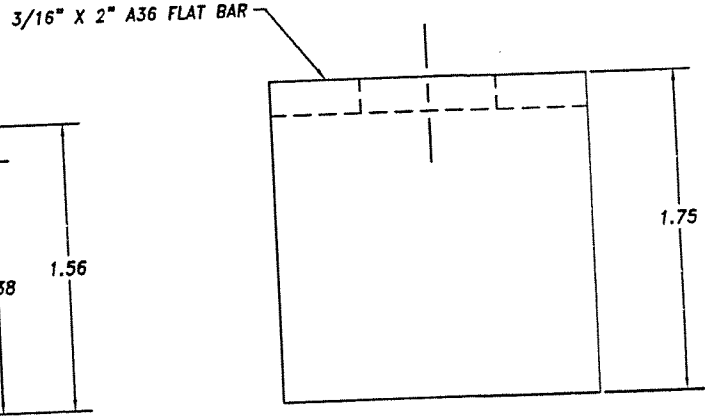
DO NOT SCALE DRAWING



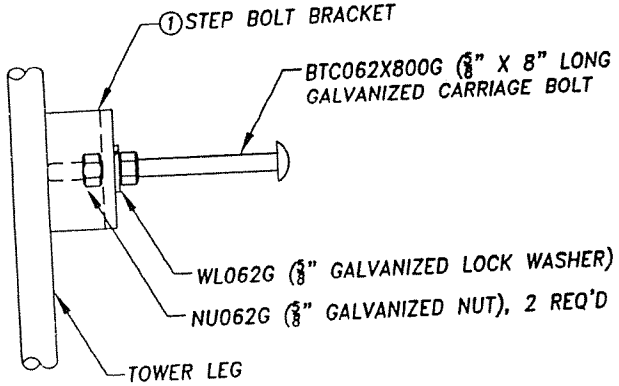








CARRIAGE BOLT ASSEMBLY



①STEP BOLT BRACKET

REV. #	DESCRIPTION	DATE	APP.
C	NEW PART NUMBERING SYSTEM	10.1.06	RWH

DRAWN A.J.H. DATE 10-15-03
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

TOLERANCES
.X± 3/32" ANGLES± 2°
.XX± 3/32" DRILLED HOLES± #1/32"
.XXX± 1/16" BURNED HOLES± #1/16"

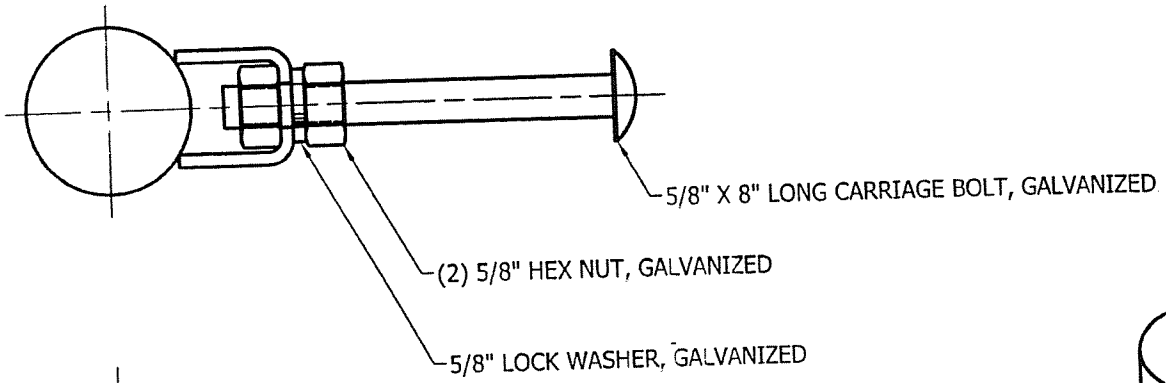
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

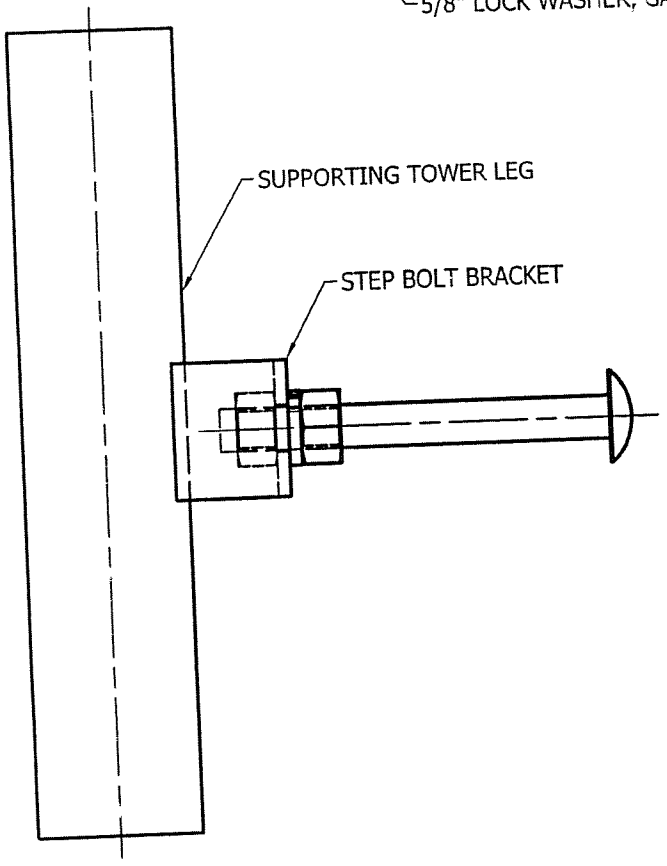
Tower Innovations
PH# (812) 853-0595
FAX# (812) 853-6852
2855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE
CARRIAGE BOLT ASSEMBLY
(TOWER LEG)

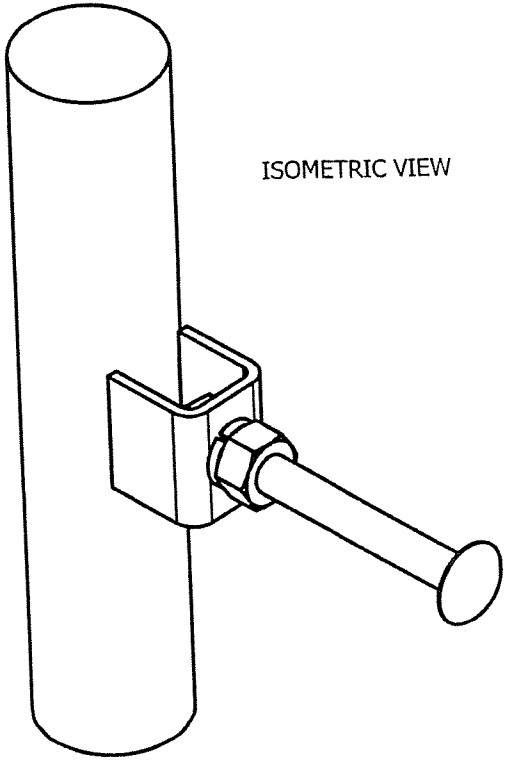
DWG NO. KSB062C800G-M (ONE LEG) REV C

DO NOT SCALE DRAWING





ISOMETRIC VIEW



THIRD ANGLE PROJECTION	TOLERANCES .X± .0 X/X± 0/0 .XX± .01 X/XX± 1/64 .XXX± .010 ANGLE± 1	COMPANY CONFIDENTIAL INFORMATION CONTAINED HEREIN IS CONFIDENTIAL. IT IS TO BE USED SOLELY FOR THE PURPOSE PROVIDED, AND IS NOT TO BE DISCLOSED TO OTHER PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF TOWER INNOVATIONS	UNLESS SPECIFIED UNITS ARE IN: INCHES

SHEET 1 OF 1

DRAWN robert.hernandez DATE 10/8/2007

CHECK robert.hernandez 10/23/2007

APP'D

Tower Innovations
PHONE NO: (812) 853-0595
FAX NO: (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

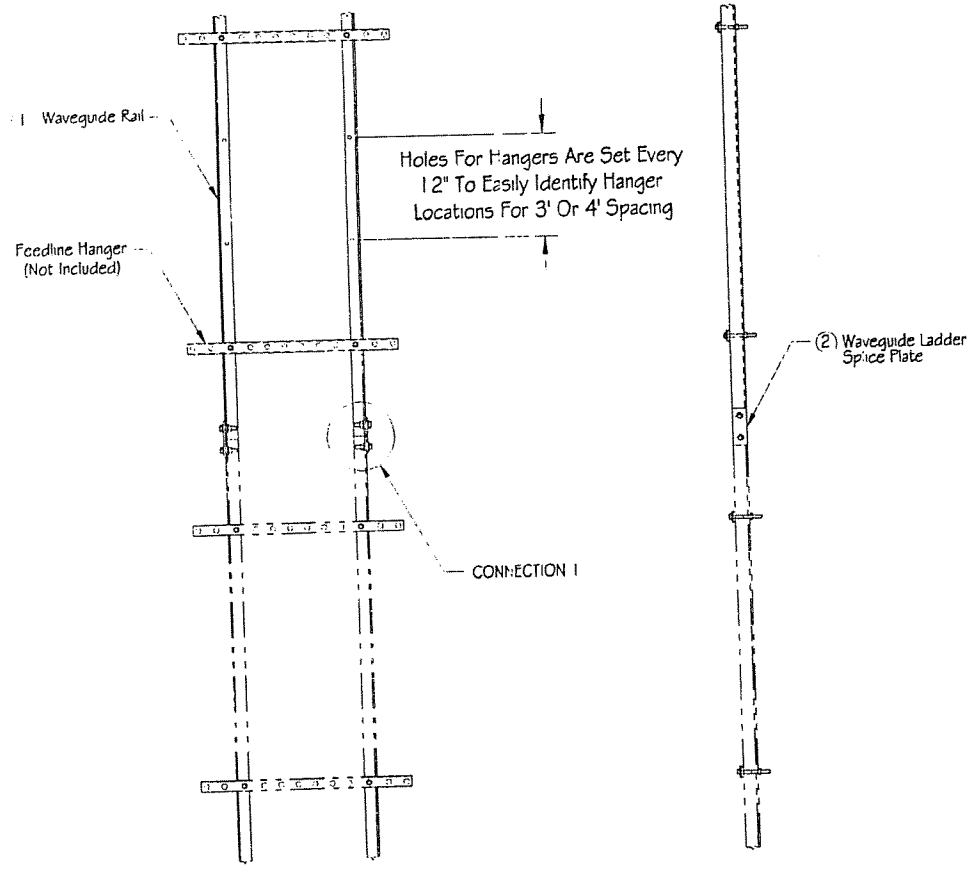
TITLE: ASSEMBLY DETAILS

FOR DESC: 5/8" STEP BOLT

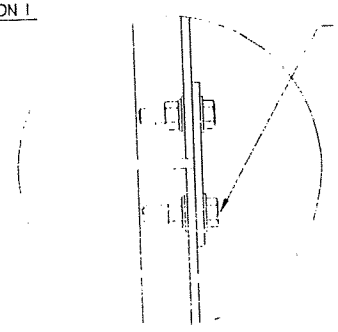
PROJECT: INSTALL | REV: | PART NO:

SCALE: NTS | WT/LB: | DWG NO: SBB-IN

Typical Installation



CONNECTION 1



STEEL PARTS

ITEM NO.	PART NO.	DESCRIPTION	QTY.
1	WGR030	Universal 30' Waveguide Rail	2
2*	WG004	Waveguide Ladder Splice Plate	2

HARDWARE

ITEM NO.	PART NO.	DESCRIPTION	QTY.
1	BT050X150G	1/2" x 1-1/2" H.D.G. Bolt	4
2	NU050G	1/2" H.D.G. Nuts	4
3	WL050G	1/2" H.D.G. Lockwashers	4
4	WF050G	1/2" H.D.G. Flatwashers	8

** Flatwashers Are To Be Used At All Sloted Hole Locations !! **

WEIGHT & ENGINEERING INFORMATION

KIT NO.	WEIGHT (lbs.)	DESCRIPTION	CaAc (Sq. Ft.)
KWG30U-01	196	Universal 30' Waveguide Rail Kit	N/A

KIT USE INFORMATION

1.) This Is Only A Kit For the Waveguide Rails And Splice Plates. Hangers Are Not Included.

2.) Steel Parts Indicated Above With An "*" Will Be Packed With The Hardware.

REV. #	DESCRIPTION	DATE	APP.
A	REVISED TO SINGLE HOLE CONNECTION	7.17.08	AJH

DRAWN A.J.H. DATE 7-11-06
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

TOLERANCES
.X ± 3/32" ANGLES ± 2°
.XX ± 3/32" DRILLED HOLE ± 1/32"
.XXX ± 1/16" BURNED HOLE ± 1/16"

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

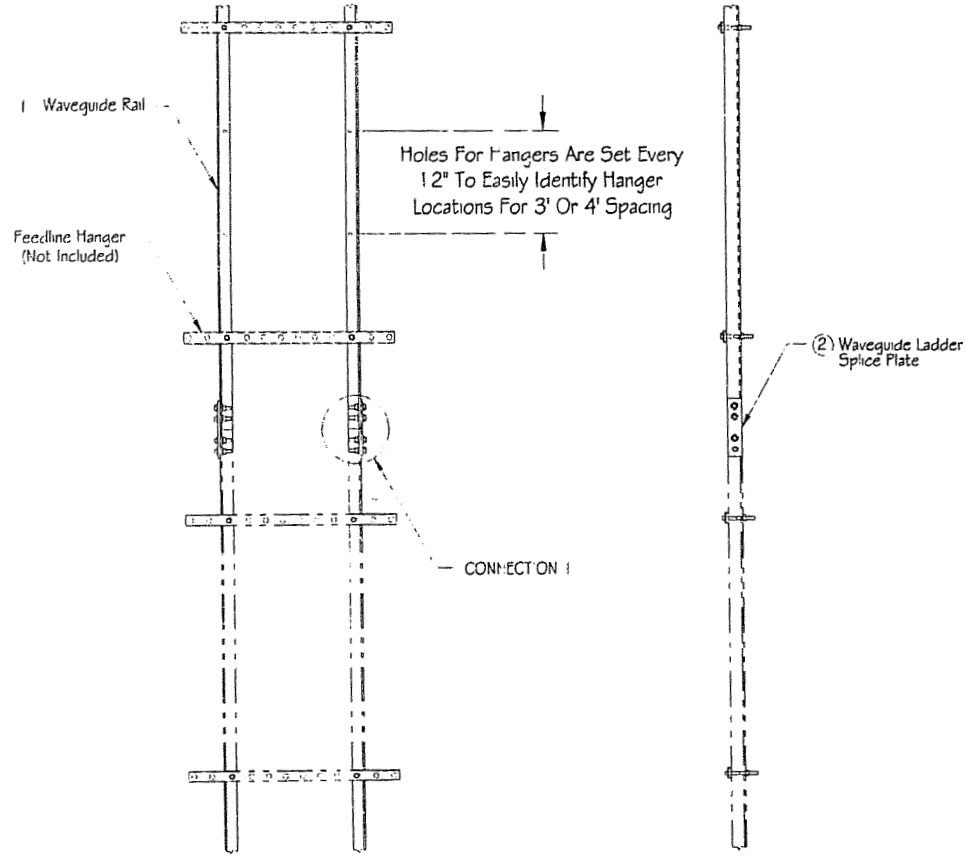
Tower Innovations
PH# (812) 853-0595
FAX# (812) 853-6652
7855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE
UNIVERSAL 30' WAVEGUIDE RAIL KIT

DWG NO. KWG30U-01
REV A

DO NOT SCALE DRAWING

Typical Installation



STEEL PARTS

ITEM NO.	PART NO.	DESCRIPTION	QTY.
1	WGR020	Universal 20' Waveguide Rail	2
2*	WG004	Waveguide Ladder Splice Plate	2

HARDWARE

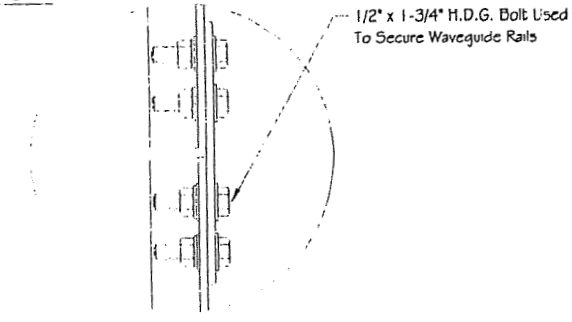
ITEM NO.	PART NO.	DESCRIPTION	QTY.
1	BT050X175G	1/2" x 1-3/4" H.D.G. Bolt	8
2	NU050G	1/2" H.D.G. Nuts	8
3	WL050G	1/2" H.D.G. Lockwashers	8
4	WF050G	1/2" H.D.G. Flatwashers	16

** Flatwashers Are To Be Used At All Sloted Hole Locations !! **

WEIGHT & ENGINEERING INFORMATION

KIT NO.	WEIGHT (lbs.)	DESCRIPTION	CaAc (Sq. Ft.)
KWG20U-01	132.24	Universal 20' Waveguide Rail Kit	N/A

CONNECTION 1



KIT USE INFORMATION

1.) This Is Only A Kit For the Waveguide Rails And Splice Plates. Hangers Are Not Included.

2.) Steel Parts Indicated Above With An " * " Will Be Packed With The Hardware.

REV. #	DESCRIPTION	DATE	APP.

DRAWN J.J.B. DATE 2-13-02
CHECK A.J.H. DATE 2-14-02
APPROVAL R.E.H. DATE 2-14-02

THIRD ANGLE PROJECTION

TOLERANCES
.X± 1/32" ANGLES± 2°
.XX± 1/32" DRILLED HOLE± #1/32"
.XXX± 1/16" BURNED HOLE± #1/16"

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

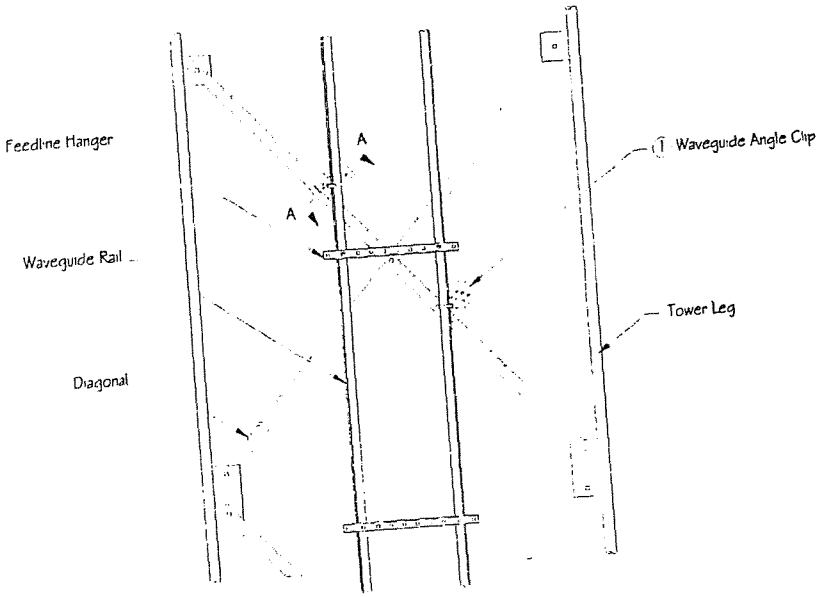
Tower Innovations
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE: UNIVERSAL 20' WAVEGUIDE RAIL KIT

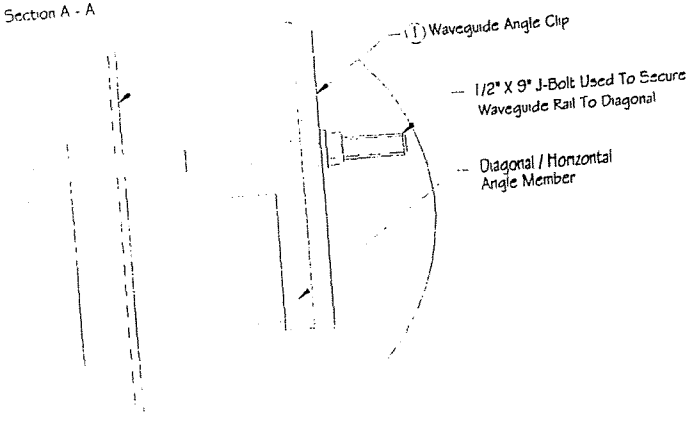
DWG NO. KWG20U-01 REV —

DO NOT SCALE DRAWING

Typical Installation



Section A - A



STEEL PARTS

ITEM NO.	PART NO.	DESCRIPTION	QTY.
1*	WG003	Waveguide Angle Clip	2

HARDWARE

ITEM NO.	PART NO.	DESCRIPTION	QTY.
1	VBT50X900G	1/2" x 9" H.D.G. V-Bolts	2
2	NU050G	1/2" H.D.G. Nuts	2
3	WL050G	1/2" H.D.G. Lockwashers	2

WEIGHT & ENGINEERING INFORMATION

KIT NO.	WEIGHT (lbs.)	DESCRIPTION	CaAc (Sq. Ft.)
KCA20-50	7.22	Waveguide Angle Clip Kit	N/A

NOTES:

1.) This Kit Will Mount on 1-1/2" To 5" Angle.

2.) ThisKit Can Be Used To Secure Waveguide Ladder To Diagonal Or Horizontal Members.

3.) Steel Parts Indicated Above With An "* " Will Be Packed With The Hardware.

REV. #	DESCRIPTION	DATE	APP.

DRAWN J.J.B. DATE 4-10-01
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

TOLERANCES
.X ± 3/32" ANGLES ± 2°
.XX ± 1/32" DRILLED HOLES ± 1/32"
.XXX ± 1/16" BURNED HOLES ± 1/16"

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

Tower Innovations
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

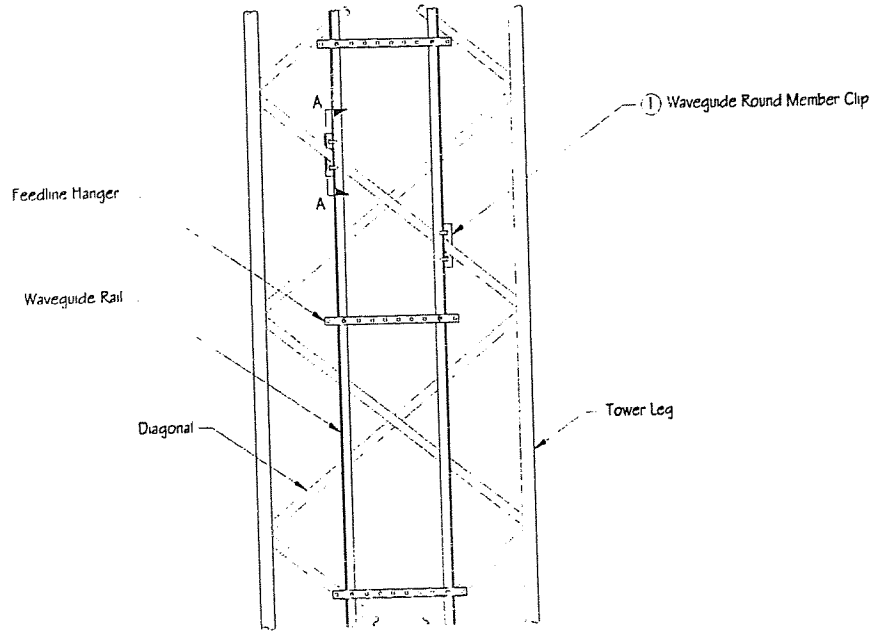
TITLE WAVEGUIDE ANGLE CLIP KIT

DWG NO. KCA20-50

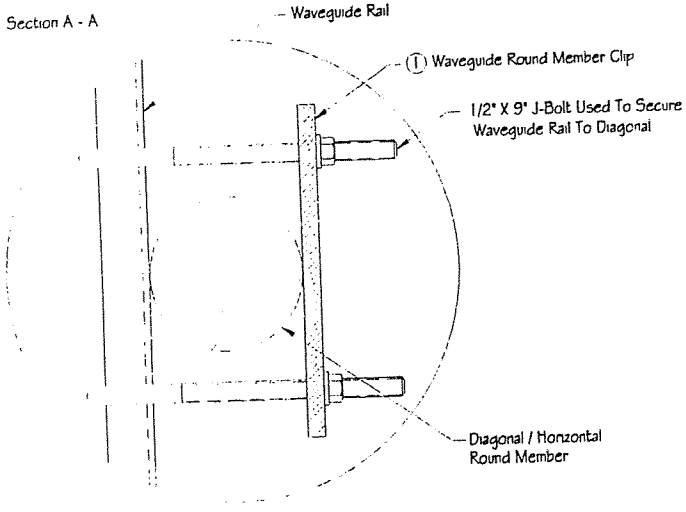
REV —

DO NOT SCALE DRAWING

Typical Installation



Section A - A



STEEL PARTS

ITEM NO.	PART NO.	DESCRIPTION	QTY.
1*	WG005	Waveguide Round Member Clip	2

HARDWARE

ITEM NO.	PART NO.	DESCRIPTION	QTY.
1	VBT50X900G	1/2" x 9" H.D.G. V-Bolts	4
2	NU050G	1/2" H.D.G. Nuts	4
3	WL050G	1/2" H.D.G. Lockwashers	4
3	WF050G	1/2" H.D.G. Flatwashers	4

** Flatwashers Are To Be Used At All Slotted Hole Locations !! **

WEIGHT & ENGINEERING INFORMATION

KIT NO.	WEIGHT (lbs.)	DESCRIPTION	CaAc (Sq. Ft.)
KCR62-45	4.20	Waveguide Round Member Clip Kit	N/A

NOTES:

1.) This Kit Will Mount on 5/8" To 4-1/2" Round Member.

2.) This Kit Can Be Used To Secure Waveguide Ladder To Diagonal Or Horizontal Members.

3.) Steel Parts Indicated Above With An "*" Will Be Packed With The Hardware.

REV. #	DESCRIPTION	DATE	APP.

DRAWN J.J.B. DATE 4-16-01
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

TOLERANCES
.X± 3/32" ANGLES± 2°
.XX± 3/32" DRILLED HOLE± #1/32"
.XXX± 1/16" BURNED HOLE± #1/16"

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

Tower Innovations
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE
WAVEGUIDE ROUND MEMBER CLIP KIT

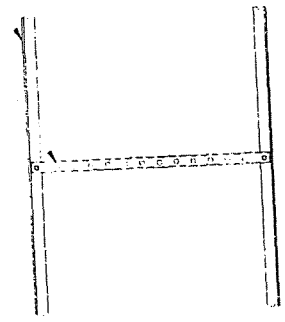
DWG NO. KCR62-45 REV —

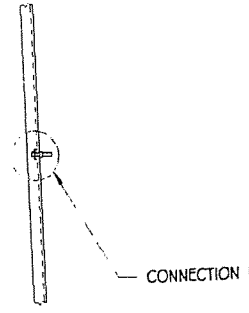
DO NOT SCALE DRAWING

Typical Installation

Waveguide Rail

1 - Feedline Hanger





STEEL PARTS

ITEM NO.	PART NO.	DESCRIPTION	QTY.
1	WGH012	12 Snap-In Hanger	1

HARDWARE

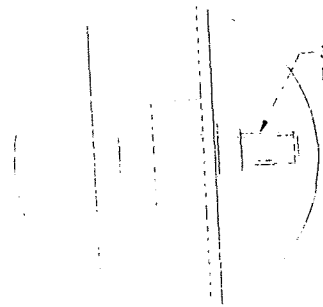
ITEM NO.	PART NO.	DESCRIPTION	QTY.
1	BT037X150G	3/8" x 1-1/2" H.D.G. Bolt	2
2	NU037G	3/8" H.D.G. Nuts	2
3	WL037G	3/8" H.D.G. Lockwashers	2

** Flatwashers Are To Be Used At All Slotted Hole Locations !! **

WEIGHT & ENGINEERING INFORMATION

KIT NO.	WEIGHT (lbs.)	DESCRIPTION	CaAc (Sq. Ft.)
KHR12SI-01	5.36	Inside 12 Snap-In Hanger Kit	N/A

CONNECTION 1



KIT USE INFORMATION

1.) This Kit Is For One Hanger Assembly Only. Waveguide Rail Is Not Included.

2.) Hanger Is Designed With 2-3/8" Spacing From C-C Of Each Hole To Accommodate 1/2" Through 1-5/8" Line.

REV. #	DESCRIPTION	DATE	APP.

DRAWN J.J.D. DATE 6-12-01
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

TOLERANCES
.X± 3/32" ANGLES± 2°
.XX± 3/32" DRILLED HOLES ±1/32"
.XXX± 1/16" BURNED HOLES ±1/16"

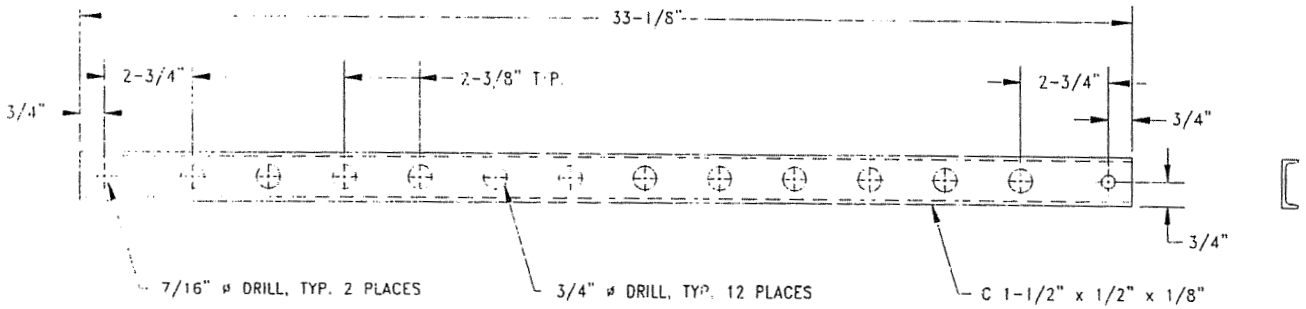
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

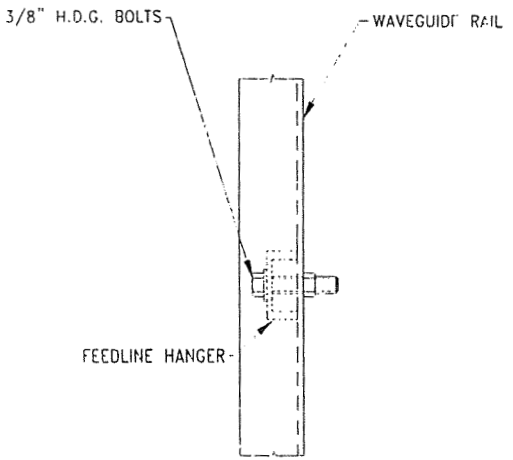
Tower Innovations
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE
INSIDE 12 SNAP-IN HANGER KIT

DWG NO. KHR12SI-01 REV 0

DO NOT SCALE DRAWING





SPECIAL NOTE: TO BE USED FOR CLIP-ON STYLE WAVEGUIDE LADDER ONLY.

REV. #	DESCRIPTION	DATE	APP.

Drawn: J.J.B. DATE: 4-29-02
CHECK: DATE:
APPROVAL: DATE:

THIRD ANGLE PROJECTION

TOLERANCES
.X± 3/32" ANGLES± 2°
.XX± 3/32" DRILLED HOLE± #1/32"
.XXX± 1/16" BURNED HOLE± #1/16"

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

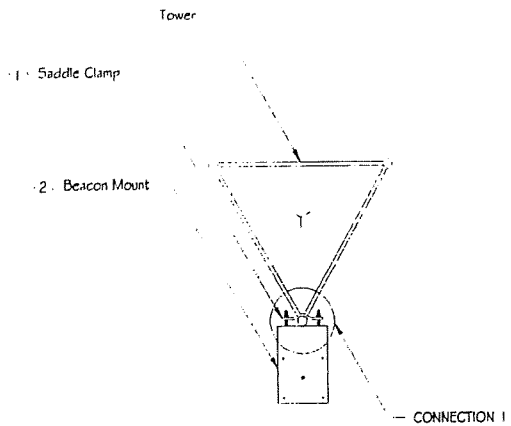
Tower Innovations
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE: INSIDE 12 SNAP-IN HANGER

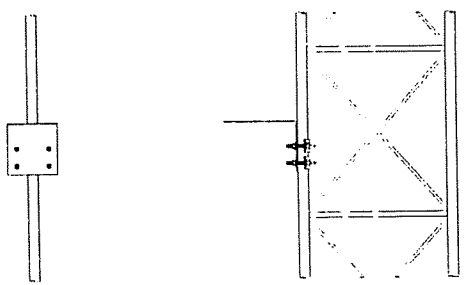
DWG NO. WGH012 REV 0

DO NOT SCALE DRAWING

Typical Installation

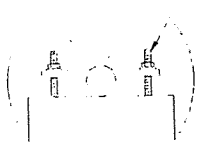


WHEN USED ON TOP OF TOWER INSTALL LIGHTNING ROD AS SHOWN, PROVIDED NO LIGHTING ROD EXTENSION IS REQUIRED



CONNECTION 1

1/2" x 10" H.D.G. Threaded Rod Used With Saddle Clamp To Secure Beacon Mount To Tower Leg



STEEL PARTS

ITEM NO.	PART NO.	DESCRIPTION	QTY.
1 *	CPS125725-50-01	Saddle Clamp for 1-1/4" - 7-1/4" Round Leg	2
2	LSM072550508-01	Beacon Mount For 1-1/4" - 7-1/4" Round Leg	1

HARDWARE

ITEM NO.	PART NO.	DESCRIPTION	QTY.
1	TR50X1000G	1/2" x 10" H.D.G. Threaded Rod	4
2	NU050G	1/2" H.D.G. Nuts	8
3	WL050G	1/2" H.D.G. Lockwashers	8
4	WF050G	1/2" H.D.G. Flatwashers	4
5	BT050X200S	1/2" x 2" S.S. Bolts	5
6	NU050S	1/2" S.S. Nuts	5
7	WL050S	1/2" S.S. Lockwashers	5
8	WF050S	1/2" S.S. Flatwashers	12

** Flatwashers Are To Be Used At All Sloted Hole Locations !! **

WEIGHT & ENGINEERING INFORMATION

KIT NO.	WEIGHT (lbs.)	DESCRIPTION	CaAc (Sq. Ft.)
KLS072550508-01	44.90	Beacon Mount	.14

KIT USE INFORMATION

1.) This Kit Is Designed To Withstand The Loading @ 120 mph Wind Speed.
2.) The Leg Range For This Kit Is 1-1/4" - 7-1/4" Round Member.
3.) CaAc Is Representative Of Mount Only.
4.) This Beacon Kit Is Designed To Mount To Round Member Leg Towers And Also The Beacon Mount Extension Kit.
5.) Steel Parts Indicated Above With An " * " Will Be Packed With The Hardware.

REV. #	DESCRIPTION	DATE	APP.

DRAWN J.J.B. DATE 12-11-00
CHECK A.J.H. DATE 12-11-00
APPROVAL R.E.H. DATE 12-11-00

THIRD ANGLE PROJECTION

TOLERANCES
X± 3/32" ANGLES± 2°
.XX± 3/32" DRILLED HOLE± #1/32"
.XXX± 1/16" BURNED HOLE± #1/16"

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

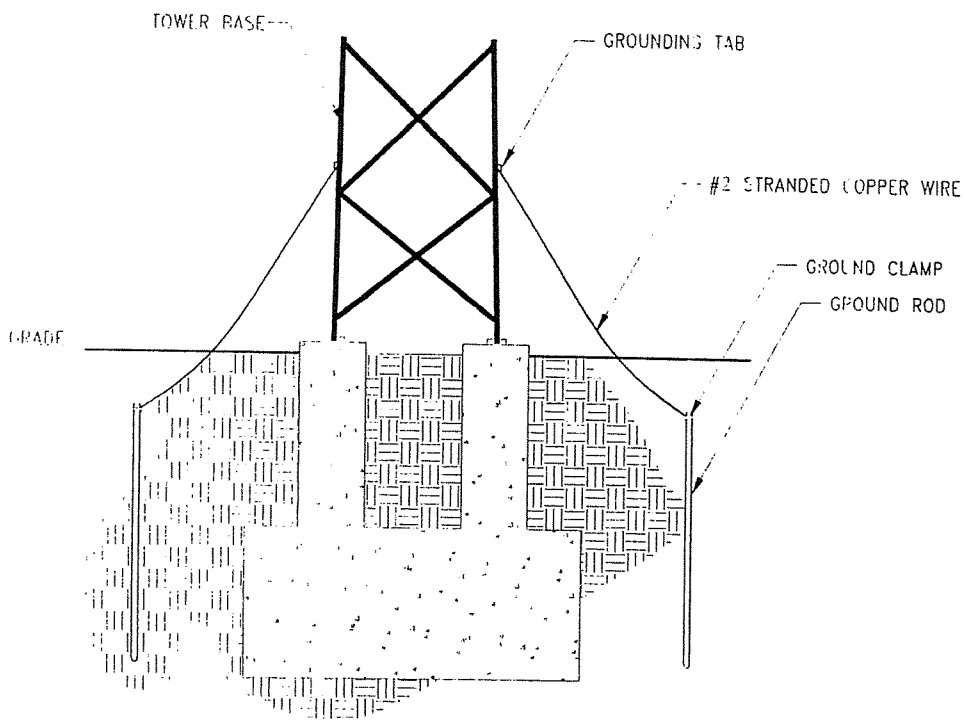
Tower Innovations
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE
UNIVERSAL BEACON MOUNT KIT

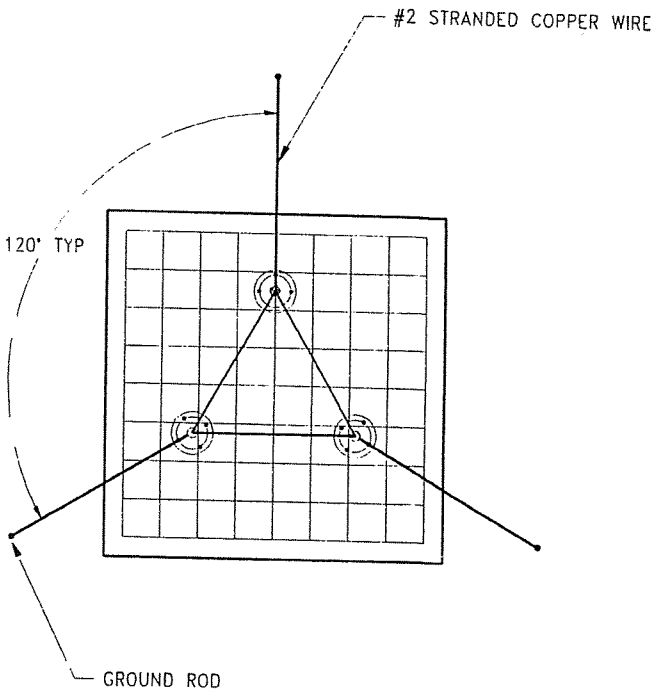
DWG NO. KLS0725S050B-01 REV —

DO NOT SCALE DRAWING

SIDE VIEW



TOP VIEW



BASE GROUNDING DETAIL

REV. #	DESCRIPTION	DATE	APP.

DRAWN A.J.H. DATE 12-9-98
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

TOLERANCES
.X± 3/32" ANGLES± 2°
.XX± 3/32" DRILLED HOLE± #1/32"
.XXX± 1/16" BURNED HOLE± #1/16"

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

Tower Innovations
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE
SELF SUPPORTER STANDARD GROUNDING INSTALLATION

DWG NO. STD-GRND-SSPP REV –

DO NOT SCALE DRAWING

Exhibit E

Tri-State Geosciences, LLC
a subsidiary of Gallet & Associates, Inc.

Geotechnical Exploration
Poole Self-Supporting Tower
Sebree, Webster County, Kentucky
Project No: 08CTCIV03010G

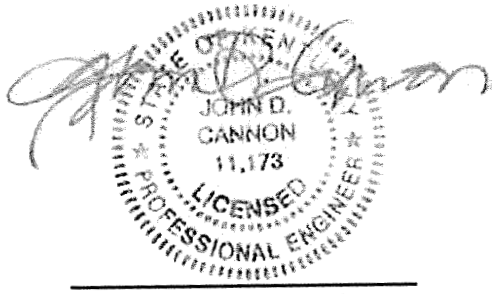
October 22, 2008

Prepared for:

Civil & Environmental Consultants, Inc.
Ms. Lori Parker
405 Duke Drive, Suite 270
Franklin, TN 37067

Prepared by:

Tri-State Geosciences, LLC
A subsidiary of Gallet & Associates, Inc.



John D. Cannon, P.E.
Senior Geotechnical Engineer

EXECUTIVE SUMMARY

This report presents the results of the *Geotechnical Exploration* performed for a self-supporting tower near Sebree, Kentucky. The purpose of this study was to explore the general subsurface conditions of the subject site and determine the effect on design and construction of foundations, the proposed tower.

The field exploration program consisted of drilling and sampling one (1) Standard Penetration Test (SPT) boring. The subsurface exploration indicated that the soil at the site is suitable for support of shallow foundations or drilled piers provided that the design of foundations, site preparation and construction is in accordance with the recommendations presented in this report.

The soil profile consisted of a topsoil layer about eight inches thick, followed by a layer of loessic (eolian) soil. Loess was wind-deposited as continental glaciers retreated. The uppermost soils may have been reworked and re-deposited with some clay content from a local source, and is brown to red, stiff silty clay (CL/CH) to a depth of about 14 feet below ground surface. This clay layer was underlain by a reddish yellow, very stiff layer of silty clay/clayey silt to about 19 feet below ground surface. Beneath that, the stratum encountered was predominantly reddish yellow, very dense silty and clayey sand to a depth of about 29 feet. The sand layer was underlain by a layer of highly weathered gray shaley limestone to the boring termination depth of 40 feet. Based on SPT N-values and other laboratory test results, shallow foundations may be designed for a maximum allowable bearing capacity of 3,000 psf based on the assumption minimum footing width will be 6 feet. The primary factor in determining size of shallow footings will likely be resistance to uplift during transient loading. An alternative to shallow foundations is drilled shafts bearing at a depth of at least 20 feet.

The development of the site as it relates to ancillary structures should include stripping and removal of vegetative cover, and any other deleterious materials that fall within the proposed construction area. After clearing and prior to placement of any fill, the exposed subgrade should be thoroughly proofrolled with a fully loaded tandem-axle dump truck or other similar equipment with pneumatic tires. Any soft or deflecting soils disclosed by proofrolling should be undercut and replaced with suitable properly compacted engineered fill.

It should be noted that this section is only intended to represent a brief summary of our findings, and is not a detailed account of all the information compiled in preparation of this report. For more detailed design recommendations and specific site conditions, we recommend reviewing this report in its entirety.

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FIGURES

APPENDICES

1.0 OBJECTIVES OF EXPLORATION

The objective of the exploration was to obtain data on general subsurface conditions and to provide recommendations for design and construction of foundations. An assessment of site environmental conditions or for the presence of pollutants in the soil, surface water, or ground water of the site was beyond the scope of the geotechnical exploration.

2.0 PROJECT INFORMATION

The project site is located along State Route 56 East in Sebree, Webster County, Kentucky, as shown on the Site Location Map, Figure 1. Based on the information provided by Civil & Environmental Consultants (CEC), the project will consist of a self-supporting tower. Structural loading information was not available at the time of report preparation. We anticipate only minimal site grading will be required to achieve desired elevations. The tower is proposed to be constructed on a parcel 100 feet square. Ground surface elevation at the base will be approximately 532 feet (MSL).

3.0 SCOPE OF EXPLORATION

The scope of services for this exploration included a site reconnaissance and drilling one boring near the staked location at the proposed tower location as shown on Figure 2. Soils were sampled at regular intervals using the Standard Penetration Test (SPT). The field test results are shown on the boring logs in Appendix A. The drilling and sampling were performed in general accordance with ASTM procedures summarized in Appendix B. The soil sampling was completed to a boring termination depth of 40 feet below ground level. Samples were delivered to our laboratory where they were visually classified by a member of our professional staff. Soil descriptions and other information are included on the Soil Boring Log attached in Appendix A. Information on the log represents our interpretation of the subsurface conditions based on field logs and visual classification of samples. Strata boundaries shown on the Soil Boring Log represent interfaces between soil layers that may not be as distinct in larger excavations as portrayed on the log.

4.0 AREA AND SITE GEOLOGY

Sebree, Kentucky is located in the Western Coal Fields region of Kentucky, where large coal deposits are found. Bounded by the Dripping Springs Escarpment, this west-central area of Kentucky is bordered on three sides by the Penn Royal Plateau and to the north by the Ohio River.

Geologic maps of the area indicate the predominant surface soils are loess deposits of Quaternary age (Ql) Loess that is underlain by the Pennsylvanian age Shelburn Formation, which has been previously mapped as the Madisonville Limestone Member of the Lisman Formation. Exposures of the Shelburn Formation are found in valleys northwest of the site.

5.0 SITE & SUBSURFACE CONDITIONS

5.1 SITE CONDITIONS

At the time of drilling, the site was part of an undeveloped field vegetated in grass.

5.2 SUBSURFACE CONDITIONS

The soil profile consisted of a topsoil layer about eight inches thick, followed by a layer of loess, an eolian (wind-deposited) silt deposited as the continental glaciers retreated. At the location drilled, the uppermost 13 to 14 feet was brown to red, stiff silty clay (CL/CH). The presence of clay suggests that this interval has been reworked and/or redeposited, or may indicate that in this locale the loess was deposited contemporaneously with alluvial materials. Underlying the clay layer to a depth of 19 feet was a reddish yellow, very stiff layer of silty clay/clayey silt to about 19 feet below ground surface. Beneath that, the stratum encountered was predominantly reddish yellow, very dense silty and clayey sand and sandy silt to a depth of about 29 feet. The sand/silt layer was underlain by gray highly weathered shaley limestone to the boring termination depth of 40 feet. The residual character of this material was evident both in appearance and SPT results.

5.3 GROUND WATER CONDITIONS

There was no groundwater level encountered at the boring location. Although it is possible that perched (artificially elevated) groundwater may be encountered during construction, significant construction problems associated with groundwater are not anticipated for shallow foundations. Water could be encountered if drilled shafts are constructed.

Fluctuations in the ground-water level may occur because of variations in rainfall, evaporation, construction activity, surface run-off, and other factors. Perched water is commonly associated with a change of strata, such as an interface between fill and native soil or near the soil-rock interface.

6.0 SITE PREPARATION RECOMMENDATIONS

It is possible that variations in soil conditions will be encountered during construction. To permit correlation between the anticipated subsurface conditions and the actual subsurface conditions encountered during the construction phase, we recommend that an engineer or qualified soils technician from **TSG** be retained for the construction phase of this project to perform continuous observation and review during the soils and foundation preparation. If the project team chooses to retain another firm to provide the construction phase services, that firm should carefully read our report and agree to sign on as the Geotechnical Engineer of Record and agree with the recommendations prior to start of work. Furthermore, if this project is designed per IBC, the firm selected for the construction phase services and special inspection should NOT be under the **contractor's contract, per Section 1704 of the IBC,** which states the owner is to contract directly with the firm providing Special Inspection.

The actual construction means and methods are the responsibility of the contractor(s). The following construction related items pertain to general site preparation for the foundation support and are **not** intended to address all possible construction related concerns.

Though no significant surface preparation is generally required in the area of the tower foundation itself, if grading is done for associated buildings or pavements, all vegetation, topsoil, roots, and any debris should be stripped and removed from the site. The subgrade should be proofrolled to identify any areas of instability. One of **TSG's** geotechnical engineers, and/or technicians should observe subgrades and proofrolling operations. Proofrolling should not be done after a period of wet weather to avoid degrading an otherwise acceptable subgrade. Proofrolling should be performed with a heavily loaded tandem axle dump truck or similar approved construction equipment. The equipment should make at least four passes over each section, with the last two passes perpendicular to the first two. Positive surface drainage should be maintained to prevent the accumulation of water on subgrades. If

the exposed subgrades become excessively wet or frozen, or if conditions differ from those described previously in this report are encountered, the Geotechnical Engineer of record should be contacted. Subgrade stabilization requirements will be refined during the grading process based on the performance of the subgrades during proofrolling.

It should be pointed out that the enclosed recommendations could be amended depending on the actual finish grade elevations. We request permission to evaluate the finish site plans and possibly amend our recommendations accordingly.

6.1 FILL SELECTION, PLACEMENT AND COMPACTION

All material to be used as fill should be evaluated, tested and approved by the geotechnical engineer. Residual soils in proposed cut areas across the site appear suitable for use as structural fill. Off-site borrow materials may be used as fill within the building and pavement areas provided the Liquid Limit (**LL**) and Plasticity Index (**PI**) do not exceed 60 and 30, respectively. The soil should also have a maximum dry density as determined by **ASTM D-698** of at least 95 pcf. Though residual silt is usable as fill, it has been our experience that when exposed to surface water infiltration, recompacted silt tends to lose strength and may not remain stable beneath wheel loads.

The fill should be placed in thin loose lifts not exceeding 8 inches in thickness and compacted accordingly. Based on our experience with soils similar to those on this site and similar type of construction, we recommend that all engineered **fill be compacted to 98 percent of the soil's** maximum standard Proctor density value (**ASTM D-698**). Soil moisture should be maintained between one percent below and two percent above optimum moisture content **(ASTM D-698)** at the time of compaction. Failure to maintain moisture within these limits will be cause for test failure even if the required density has been obtained. The on-site soil has a tendency to absorb water and soften if placed and compacted below optimum moisture. Thus the grading contractor should be prepared to add moisture or aerate to reduce moisture as needed.

6.2 FOUNDATION EXCAVATIONS

The bottom surface of footing excavations may become loosened by bucket teeth, equipment movement, or other disturbance, requiring additional compaction effort. The foundation excavation should be observed by a geotechnical engineer or qualified representative from our office acting under the supervision of the geotechnical engineer to verify that all loose, soft or other undesirable material is removed and that the foundation bears on satisfactory compacted material. At the time of such inspection, it may be necessary to perform hand auger borings, a hand penetrometer probe and/or density tests in the base of the foundation excavation to verify that the above recommendations are adhered to. The necessary depth of penetration testing will be established during inspection.

If soft soils are encountered in footing excavations for incidental structures and it is inconvenient to lower the footing bearing elevation, the proposed footing elevation may be re-established by backfilling after the undesirable material has been removed. Lean concrete, compacted soil or dense-graded base stone may be used to backfill the bottom of the excavation to the design bearing elevation. Fill materials other than concrete should be compacted to a dry density of at least 98 percent of the maximum standard Proctor density value (**ASTM D-698**) provided the footing is designed as outlined in this report. Open-graded (washed) stone should not be used for this purpose to limit water infiltration and softening of foundations subgrades. An only minor amount of additional undercutting is expected.

Exposure to the environment may weaken soils at the foundation bearing level if excavations remain open overnight. Therefore, concrete should be placed as soon as possible after excavations are made. Bearing soils softened by surface water intrusion or exposure must be removed from the foundation excavation bottom before placement of concrete. If the excavation must remain open overnight, or if rainfall becomes imminent while bearing soils are exposed, we recommend placing a 2- to 4-inch-thick "mud-mat" of "lean" concrete on the bearing soils for protection. Foundation bearing areas should be level or suitably benched, and free of loose soil, water, and debris.

7.0 FOUNDATION RECOMMENDATIONS

These recommendations are based in part on the project information and soil conditions encountered, as well as past experience on projects involving similar soils and loading conditions. Changes in geometry, structural information, and finish subgrade elevations can have a significant effect on the applicability of the recommendations. For this reason, **TSG** should be given the opportunity to review this report when the final structural design has been completed.

7.1 FOUNDATION DESIGN

Considering the nature of the proposed project and the subsurface data encountered, we believe the subsurface conditions to be suitable for the use of either conventional shallow foundations or drilled shafts for support of the tower.

7.2 CONVENTIONAL FOUNDATIONS

Based on the conditions encountered, conventional "shallow" foundations may be used if they bear on stiff residual soil at a minimum depth of 4 feet below the existing ground surface. Under sustained loads, a foundation bearing on stiff soil may be sized for a maximum bearing pressure of 3 kips per square foot (ksf) for static and transient loading conditions. This bearing value provides a minimum factor of safety of at least three (3).

Uplift forces will be resisted by the dead load of the structure, the buoyant weight of the foundation, and the buoyant weight of backfill above the foundation, considering the soil directly above the footing and extending out from the top edge at an angle of 30° below the vertical. An appropriate factor of safety should be applied to lateral and uplift forces calculated using these values.

7.3 DRILLED SHAFT FOUNDATIONS

The design of the foundations for drilled shafts bearing on stiff or better residual soil will utilize both end bearing and skin friction/adhesion along the circumference of the shaft. Based on 7.5 ksf bearing, allowable capacities for bearing and uplift resistance have been estimated for piers of varying diameters and depths and are provided in Figures 3 and 4. The figures are based on the conditions encountered in the boring and the assumption that a bearing depth of at least 20 feet is utilized. Figure 3 provides the allowable capacities for support of downward axial forces. These include components of adhesion between the soils and the concrete as well as bearing at the bottom of the pier. Figure 4 provides allowable uplift capacities that include only adhesion and friction between the concrete portions of the pier embedded into the weathered rock. The values shown on these charts provide a factor of safety of at least three (3) against shear failure.

The following notes are general recommendations for drilled pier construction:

- As the drilled pier hole is advanced, a temporary protective steel casing should be installed in the drilled hole. A properly designed steel casing will greatly reduce the possibility of sidewall collapse. Additionally, steel casing will reduce mud and water intrusion into the excavation and allow worker access for cleaning and observation of the bearing materials.
- The protective steel casing may be extracted as the concrete is placed. However, the contractor should maintain a sufficient volume of concrete inside the casing to prevent the intrusion of soil and water below the casing.
- In dry pier holes or where the water has been pumped out of the hole, we recommend the concrete be directed through a centering chute or tremie at the surface to limit contact with the reinforcing steel. This procedure will reduce side flow and segregation of the concrete.
- Concrete designed for higher slump ranges is recommended. A slump ranging from five (5) to seven (7) inches is recommended for dry pier construction where the protective casing is pulled. A slump of 7 to 8 inches is recommended for concrete placed by tremie or pumping methods. Concrete with slumps in these ranges is better suited to fill irregularities along the sides, bottom of the pier, and displace water as it is placed.

7.4 LATERAL LOADS

Lateral forces may be resisted by friction acting along the base on the foundation and by passive resistance acting against the face of the foundation, when the concrete is cast neat against the sidewalls of the excavation. A coefficient of friction (n) of 0.35 may be used to calculate the friction forces acting along the bottom of the mat. A passive pressure lateral earth pressure coefficient (Kp) of 3.0 may be used (c'= 100 psf, Φ'=28°) for soil. The moist unit weight of the soil is estimated to be 110 pounds per cubic foot. Because of desiccation cracks and other near-surface effects, ignore the upper three feet of soil when calculating passive resistance. Appropriate factors of safety should be applied to each of these values.

If drilled piers are used to resist uplift and lateral anchor loads, the lateral resistance for the portion of the pier embedded in rock may be estimated by using a lateral modulus of subgrade reaction of 300 pci (psi per inch of deflection). This value can be used with the projected area of the length of the pier embedment into the rock to determine the lateral capacity. A typical allowable deflection for a laterally loaded pier is 0.25 inch. On this basis, a 3-foot diameter pier bearing 20 feet below the ground surface would have an ultimate lateral capacity of at least 280 kips. We recommend applying a factor of safety of 3 to such values.

7.5 SEISMIC RECOMMENDATIONS

The site is located at latitude 37° 38' 14.1" N and longitude 87° 38' 10.1" W and is in Sebree, Webster County, Kentucky. Based on the 2006 International Building Code (IBC) and based on the provisions listed in the IBC, this site is classified as "Class C". Using the IBC information, the short and 1.0 second spectral accelerations were determined for ground motions with a 2 percent probability of exceedance in 50 years (Recurrence Interval of 2,475 years). The acceleration values were determined using IBC spectral acceleration data provided by the United States Geological Survey (USGS) Earthquake Hazards Program for Site Class B. Site coefficients were then used to modify the results per the IBC. The design spectral acceleration values are listed in the lower row of the table. These values were not determined by a site-specific seismic study, but were derived from interpolation of values provided by IBC.

The acceleration values were determined using IBC spectral acceleration data provided by the United States Geological Survey (USGS) Earthquake Hazards Program for Site Class B. These values were not determined by a site-specific seismic study, but were derived from interpolation of values provided by IBC.

The following spectral accelerations requirements indicate the following values:

IBC Design Value	0.2 Sec Period Spectral Response	1.0 Sec Period Spectral Response
Horizontal Spectral Accelerations, (g) for Class B Sites	$S_s = 0.710$	$S_1 = 0.210$
Site Coefficients	$F_a = 1.116$	$F_v = 1.59$
Site Modified Spectral Accelerations (g) for Class C Sites	S_{MS}=0.792	S_{M1}=0.333
Site Modified Design Spectral Accelerations, (g) for Class C Sites	$S_{DS} = 0.528$	$S_{D1} = 0.222$

$$S_{DS} = (S_S) \times (F_a) \times (\tfrac{2}{3}) \qquad S_{D1} = (S_1) \times (F_v) \times (\tfrac{2}{3})$$

8.0 BASIS OF RECOMMENDATIONS

The conclusions and recommendations presented in this report are based on currently accepted engineering principles and practices and on existing testing standards. The recommendations we have provided were developed from the information obtained from the field and laboratory programs that were performed at the specific locations and dates indicated on the boring logs. The nature and extent of variations throughout the geological profile may differ from the locations explored. If the location or structural characteristics of the proposed development should change, TSG should be retained prior to issue of contract documents to review this report and revise the provided recommendations if appropriate.

Due to the variation in subsurface conditions and the probability that the actual conditions during construction will differ from those encountered in the preparation of this report, TSG should be retained during the construction phase of the work to review and confirm actual field conditions. If the project team chooses to retain another firm to provide the construction phase services, that firm should carefully read our report and agree to sign on as the Geotechnical Engineer of Record and agree with the recommendations prior to start of work. Furthermore, if this project is designed per the IBC, the firm selected for the construction phase services and special inspection should NOT be under the contractor's contract, per Section 1704 of the IBC, which states the owner is to contract directly with the firm providing Special Inspection.

This report is for the exclusive use of Civil & Environmental Consultants, Inc. and associated designers and builders of the project described herein, and may only be applied to this specific project. The right to rely upon this report and the data within may not be assigned without TS Geosciences, LLC's written permission.

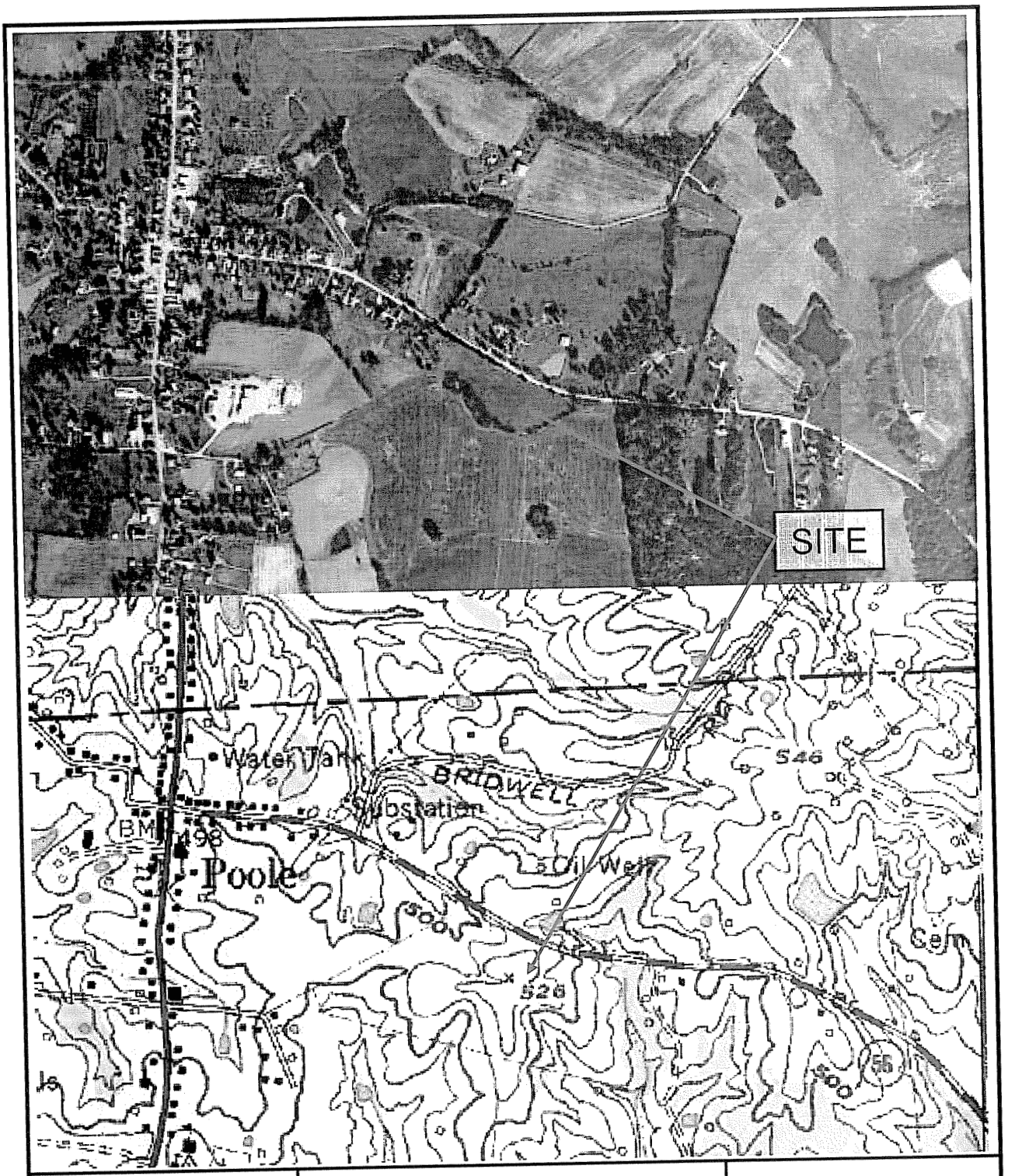
Our exploration services include storing the collected samples and making them available for inspection for a period of 30 days. The samples then are discarded unless requested otherwise.

FIELD EXPLORATORY PROCEDURES

Soil Test Boring and Standard Penetration Test (SPT) Sampling

All boring and sampling operations were conducted in general accordance with ASTM D 1586. The borings were advanced by mechanically turning steel, continuous flight, hollow-stem augers into the ground. At regular intervals (four in the upper 10 feet, then every 5 feet), soil samples were obtained with a standard 1.4-inch I.D., 2-inch O.D., split-tube sampler. The sampler was driven with a hammer that weights 140 pounds that is dropped 30 inches. The number of blows necessary to drive the sampler 18 inches is recorded in 3 increments of 6 inches each. The first increment is normally disregarded as the sampler may be penetrating loose cuttings. The number of hammer blows required to drive the sampler the final foot is considered to be the N-Value or standard penetration resistance. If denser soil or rock is encountered, more than 50 blows may be required to advance the sampler 6 inches. At 50 blows with less than 6 inches of penetration, the test is terminated at that depth. The N-Values provide information about the consistency of the underlying soil. Correlations and inferences can be made using these values to certain index properties of the in-situ soil, such as strength, density, and settlement characteristics.

Representative portions of the soil samples obtained from the split-tube sampler were sealed in plastic bags and transported to our laboratory, where they were examined by our engineer to verify the driller's field classifications. Soil Boring Logs are attached, graphically showing the soil descriptions and penetration resistances.



Tri-State Geosciences, LLC
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SITE LOCATION PLAN

Project Name: Self Supporting Tower
Location: Poole
Sebree, Kentucky

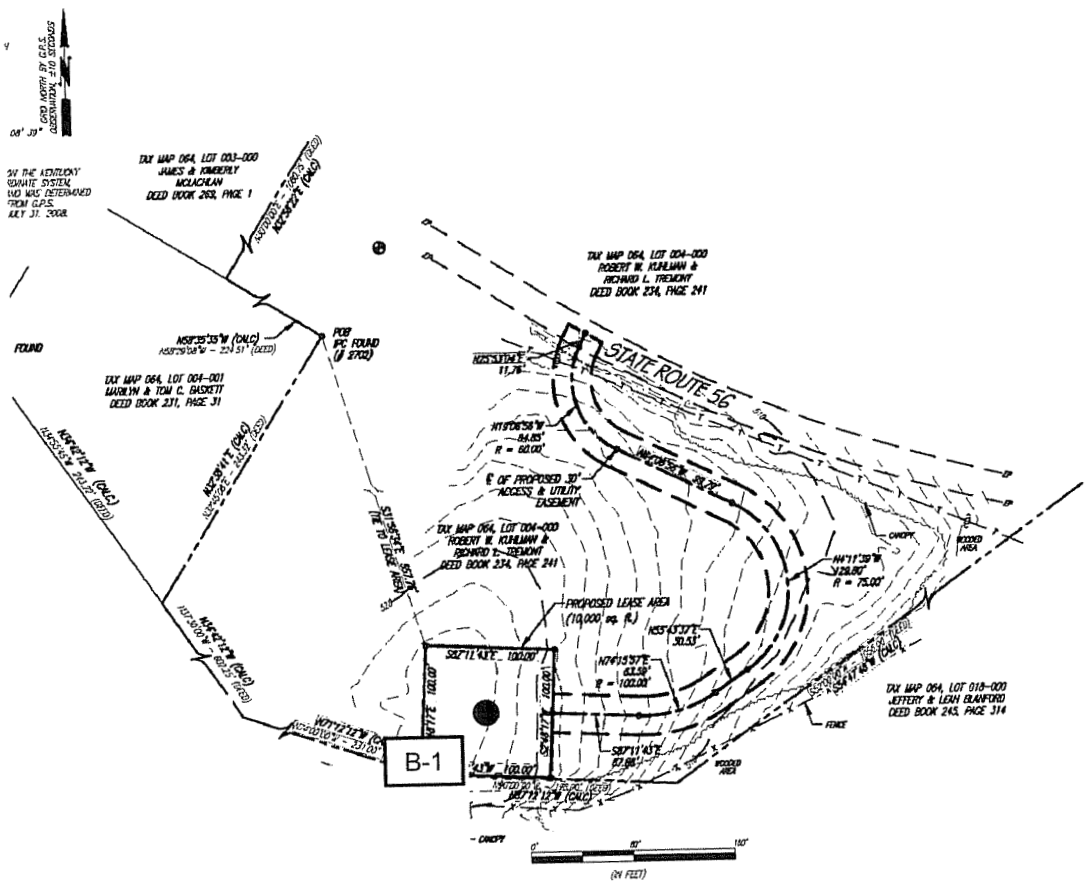
FIGURE 1

For: CEC, Inc.

Project No: 08CTCIV0310G

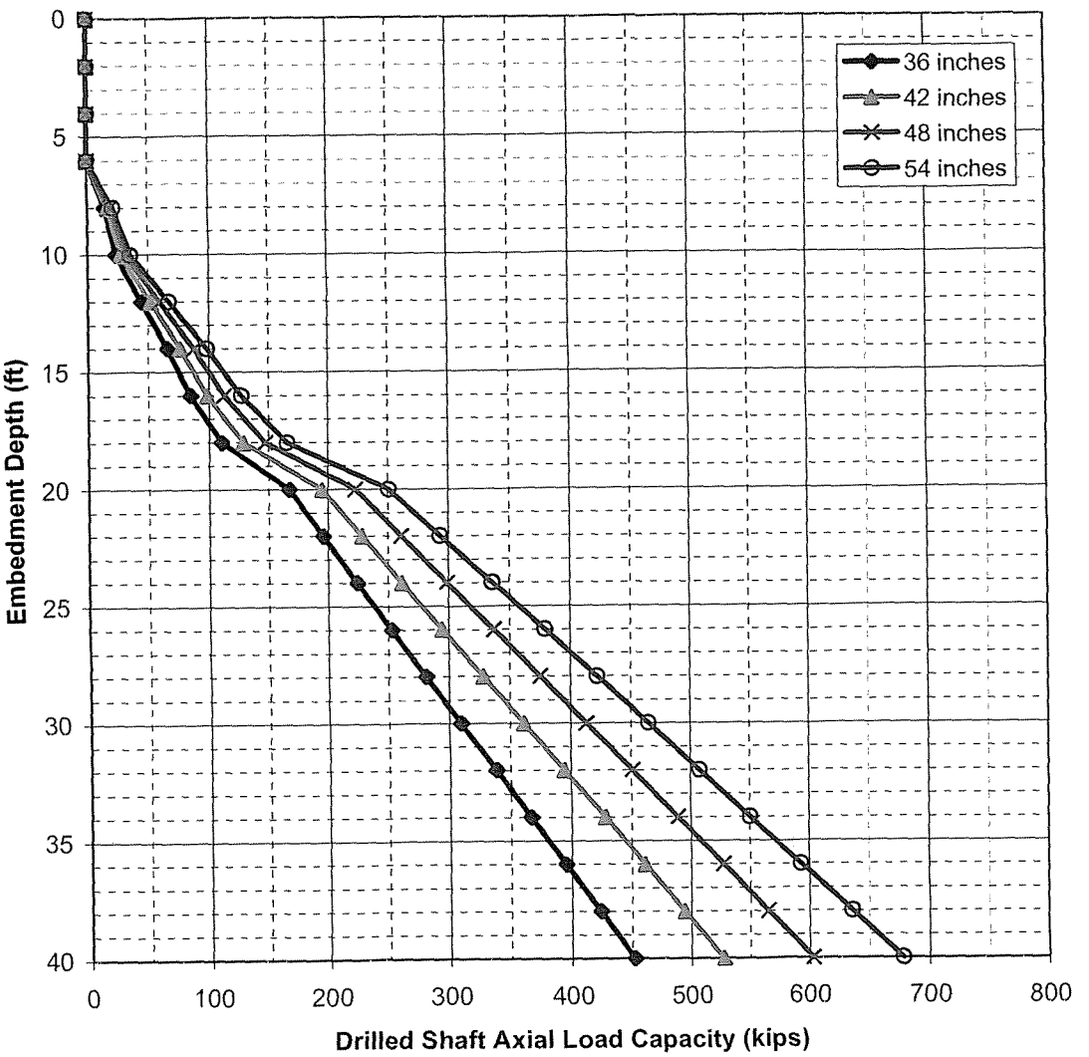
Date: October 22, 2008

Not to Scale



Tri-State Geosciences, LLC a subsidiary of Gallet & Associates, Inc. Tri-State Geosciences, LLC 6228 Bonny Oaks Dr – Chattanooga, TN 37416 (423) 855-5563 fax (423) 855-5249	**BORING LOCATION PLAN** Project: Self Supporting Tower Poole Sebree, Kentucky	**FIGURE 2** For: CEC, Inc Project No: 08CTCIV0310G Date: October 22, 2008 Not to Scale

Allowable Drilled Shaft Capacities



Passive resistance against the face of the pier may be used to resist lateral forces.

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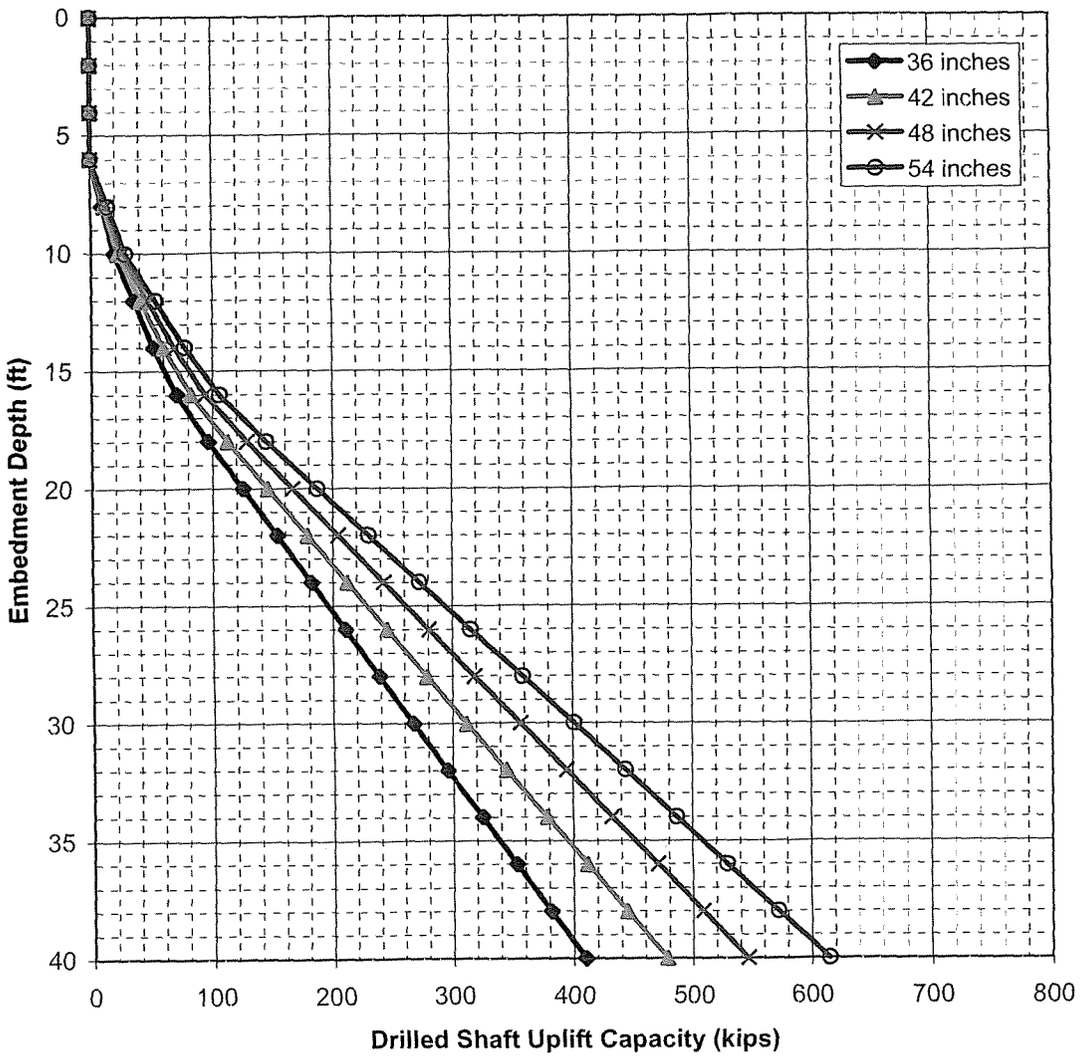
Poole 300' Tower
Sebree, Webster County, Kentucky

For: CEC, Inc.
Franklin, Tennessee

FIGURE 3

Allowable Drilled Shaft Uplift Capacities



Passive resistance against the face of the pier may be used to resist lateral forces.

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Poole 300' Tower
Sebree, Webster County, Kentucky

For: CEC, Inc.
Franklin, Tennessee

FIGURE 4

Boring - B-1

TSG Tri-State Geotechnical, LLC
Subsidiary of Gilbert & Associates, Inc.

Self Support Tower
Sebree, Webster County, Kentucky
Project Number 08CTCIV03010G

Date Drilled	: 09/15/08	Boring Depth	: 40.0 Feet
Engineer	: S. Elqudsi	Planned Depth	: 40.0 Feet
Driller	: K. Roberts		
Drilling Method	: SPT/Rock Coring		
Water Level	: None		

Depth in Feet	Surf. Elev.	Water Level	USCS	GRAPHIC	DESCRIPTION	Sample	Blow Count	N-Value	Pocket Penetrometer	Moisture Content	Liquid Limit	Plastic Limit (percent)
0					Topsoil (8")							
			CL		CLAY, silty, brown, medium plasticity, moist, stiff	1	6 7 8	15	3.25	21.1		
						2	4 5 7	12		24.9		
5						3	3 5 6	11		19.6		
			CH		CLAY, silty, red, high plasticity, moist, stiff,	4	3 6 8	14	2.75	23.5		
10												
			CL		CLAY, silty, reddish yellow, low plasticity, moist, very stiff	5	9 12 14	26		18.8		
15												
			SC		SAND, clayey, reddish yellow, low plasticity,slightly moist, very dense	6	37 50/3"	50+		13.2		
20												

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Boring - B-1

(page 2 of 2)

Self Support Tower
Sebree, Webster County, Kentucky
Project Number 08CTCIV03010G

Date Drilled : 09/15/08
Engineer : S. Elqudsi
Driller : K. Roberts
Drilling Method : SPT/Rock Coring
Water Level : None

Boring Depth : 40.0 Feet
Planned Depth : 40.0 Feet

Depth in Feet	Surf. Elev.	Water Level	USCS	GRAPHIC	DESCRIPTION	Sample	Blow Count	N–Value	Pocket Penetrometer	Moisture Content	Liquid Limit	Plastic Limit (percent)
20			SC		SAND, clayey, reddish yellow, low plasticity,slightly moist, very dense	7	50/2"	50+		7.1		
25												
					Highly weathered, shaley, limestone, grey, hard	8	50/2"	50+				
30			LS			9	50/2"	50+				
35						10	50/1"	50+				
40					Boring Terminated @ 40.0'							

10-23-2008 P:\Geotechnical\Projects\TSG Projects 2008\08CTCIV03010G Self Supporting Tower Poole (CEC)\Boring Logs\B-1.bor

Important Information About Your

Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes

The following information is provided to help you manage your risks

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you* — should apply the report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; ***none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.***

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you ASFE-member geotechnical engineer for more information.

ASFE
The Best People on Earth

8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@asfe.org www.asfe.org

IIGER06045 0M

MAJOR DIVISIONS				TYPICAL NAMES
COARSE GRAINED SOILS MORE THAN HALF IS LARGER THAN #200 SIEVE	GRAVELS MORE THAN HALF COARSE FRACTION IS LARGER THAN NO. 4 SIEVE SIZE	CLEAN GRAVELS WITH LITTLE OR NO FINES	GW	WELL GRADED GRAVELS, GRAVEL- SAND MIXTURES
			GP	POORLY GRADED GRAVELS, GRAVEL SAND MIXTURES
		GRAVELS WITH OVER 12% FINES	GM	SILTY GRAVELS, POORLY GRADED GRAVEL-SAND–SILT MIXTURES
			GC	CLAYEY GRAVELS, POORLY GRADED GRAVEL-SAND-CLAY MIXTURES
	SANDS MORE THAN HALF COARSE FRACTION IS SMALLER THAN NO.4 SIEVE SIZE	CLEAN SANDS WITH LITTLE OR NO FINES	SW	WELL GRADED SANDS, GRAVELLY SANDS
			SP	POORLY GRADED SANDS, GRAVELLY SANDS
		SANDS WITH OVER 12% FINES	SM	SILTY SANDS, POORLY GRADED SAND-SILT MIXTURES
			SC	CLAYEY SANDS, POORLY GRADED SAND-CLAY MIXTURES
FINE GRAINED SOILS MORE THAN HALF IS SMALLER THAN #200 SIEVE	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS & VERY FINE SANDS, ROCK FLOUR,SILTY OR CLAYEY FINE SANDS, OR CLAYEY SILTS W/ HIGH PLASTICITY
			CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY SANDS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
			OL	ORGANIC CLAYS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACIOUS FINE SANDY OR SILTY SOILS, ELASTIC SILTS
			CH	INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS
			OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS			PI	PEAT AND OTHER HIGHLY ORGANIC SOILS

UNIFIED SOIL CLASSIFICATION SYSTEM

Shear Strength, psf
Confining Pressure, psf

Consol	–	Consolidation	*Tx	320	(2600) Unconsolidated Undrained Triaxial
LL	–	Liquid Limit (in %)	TxCU	320	(2600) Consolidated Undrained Triaxial
PL	–	Plastic Limit (in %)	DS	2750	(2000) Consolidated Drained Direct Shear
Gs	–	Specific Gravity	FVS	470	Field Vane Shear
SA	–	Sieve Analysis	PPR	2000	Pocket Penetrometer Reading

■ Undisturbed Sample

☒ Bulk Sample

Notes: (1) All strength tests on 2.8" or 2.4" diameter samples unless otherwise indicated
(2) * Indicates 1.4" diameter sample

KEY TO TEST DATA

PLATE

Gallef & ASSOCIATES, INC.

DRAWN	JOB NUMBER	APPROVED BY	DATE	REVISED	DATE

Exhibit F

Competing Utilities, Corporations or Persons

American Tower

Crown Communication

SBA Towers

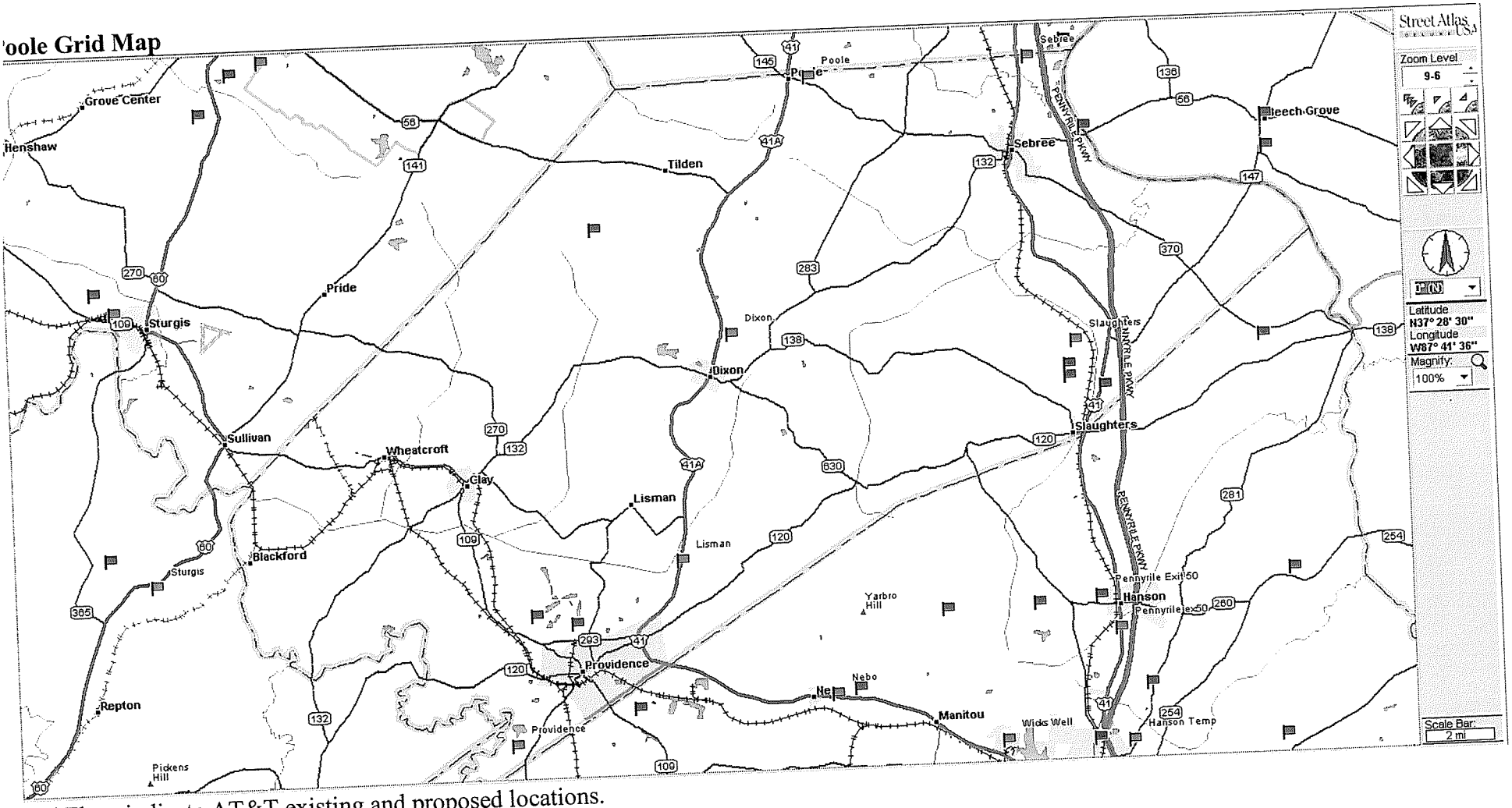
Verizon

Sprint / Nextel

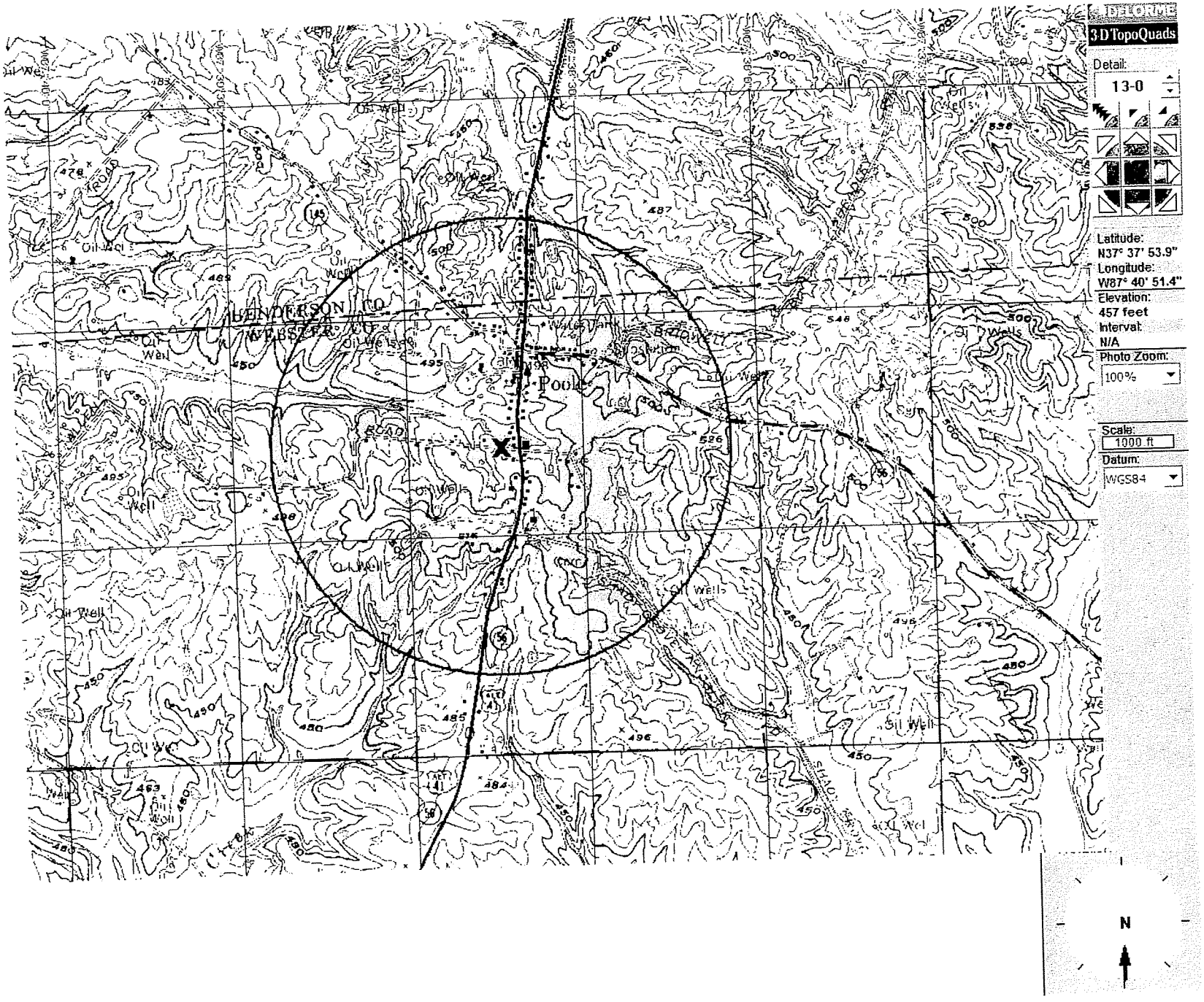
T-Mobile

Bluegrass Cellular

'oole Grid Map



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



Poole Search Area

Poole, Kentucky, United States

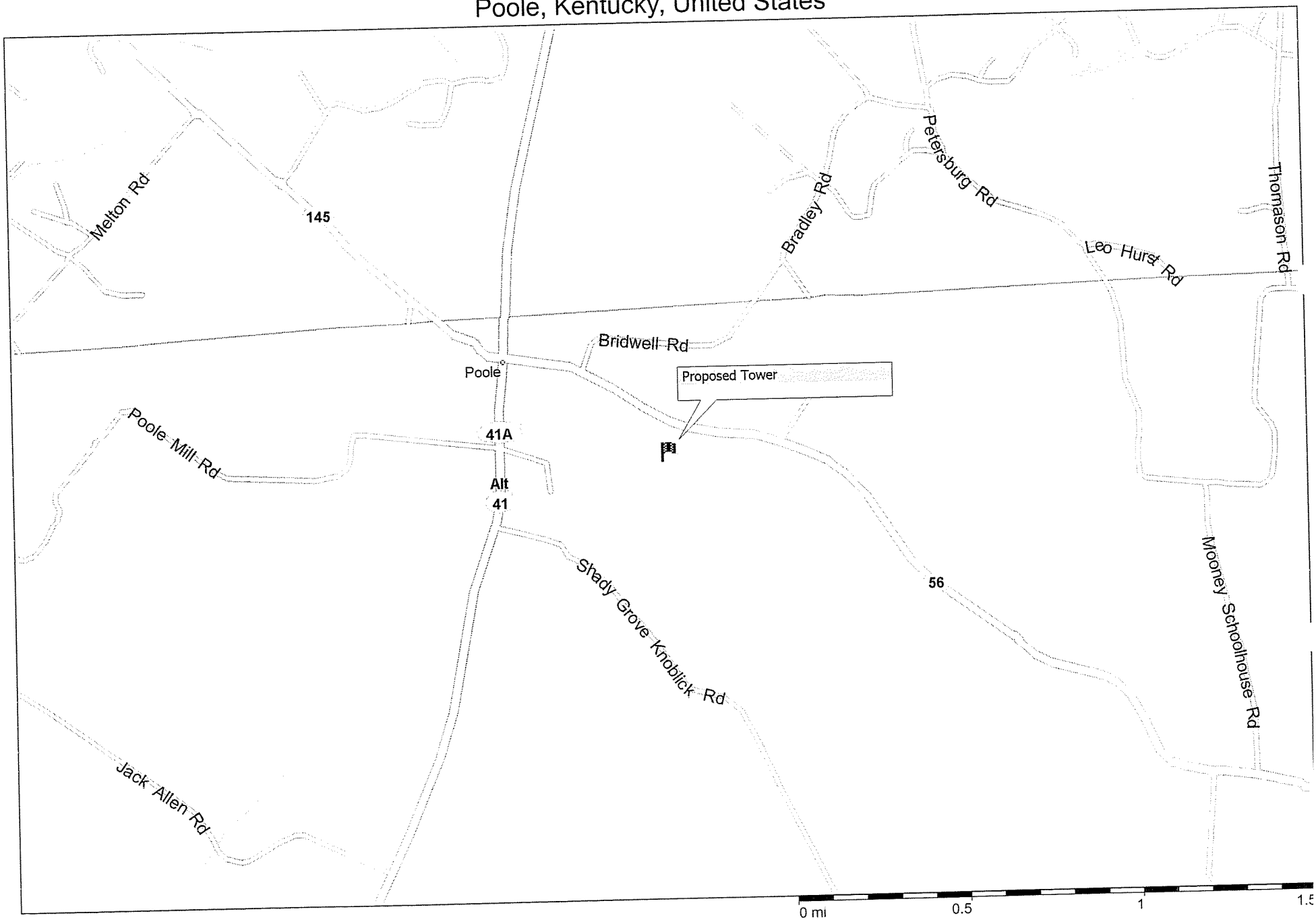


Exhibit G

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

Aeronautical Study No.
2008-ASO-4932-OE

Issued Date: 10/06/2008

AT&T Mobility - Dana Irvin
Muayyad Mustafa
5601 Legacy Dr., 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 Poole (id: 135G0247)
Location:	Sebree, KY
Latitude:	37-38-13.35N NAD 83
Longitude:	87-38-10.07W
Heights:	270 feet above ground level (AGL)
	792 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 04/06/2010 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, [illegible] 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-4932-OE.

Signature Control No: 595333-103396289 (DNE)
Katie Venticinque
Technician

Attachment(s)
Frequency Data

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. 02/09)

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

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

INSTRUCTIONS INCLUDED

Kentucky Aeronautical Study Number

1. APPLICANT -- Name, Address, Telephone, Fax, etc.
Kim Mackey
AT&T Mobility
601 W. Chestnut
Louisville, KY 40203
502-779-5953

2. Representative of Applicant -- Name, Address, Telephone, Fax
Stephen Parker
General Dynamics
12906 Shelbyville Road, Suite 230
Louisville, KY 40243
502-245-2501

3. Application for: ☒ New Construction ☐ Alteration ☐ Existing

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

5. Work Schedule: Start 1/1/2009 End 12/31/2009

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 n/a

9. Latitude: 37 ° 38 ' 13 . 35 "

10. Longitude: 87 ° 38 ' 10 . 07 "

11. Datum: ☒ NAD83 ☐ NAD27 ☐ Other _____

12. Nearest Kentucky City: Poole County Webster

13. Nearest Kentucky public use or Military airport:
Henderson City-County Airport

14. Distance from #13 to Structure: 11.96 NM

15. Direction from #13 to Structure: 347 degrees true

16. Site Elevation (AMSL): 522.00 Feet

17. Total Structure Height (AGL): 250.00 Feet

18. Overall Height (#16 + #17) (AMSL): 772.00 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)
Please see attached topographic map.

21. Description of Proposal:

Frequency list attached.
New structure will be a 250' tower with a 10' lightning rod. Overall tip height will be 260' AGL.
Market: Evansville
Site Name: Poole
Site ID: 135G0247
Site Address: 465 SR 56 East, Sebree, KY 42455

22. Has a "NOTICE OF CONSTRUCTION OR ALTERATION" (FAA Form 7460-1) been filed with the Federal Aviation Administration?
☐ No ☒ Yes, When August 29, 2008

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

Stephen Parker, Sr. Site Acq Mgr. — Printed Name and Title
Signature
8/28/2008 — 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

Cellular License - KNKN674 - NEW CINGULAR WIRELESS PCS, LLC

Call Sign	KNKN674	Radio Service	CL - Cellular
Status	Active	Auth Type	Regular

Market

Market	CMA444 - Kentucky 2 - Union	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

12/05/1996

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.

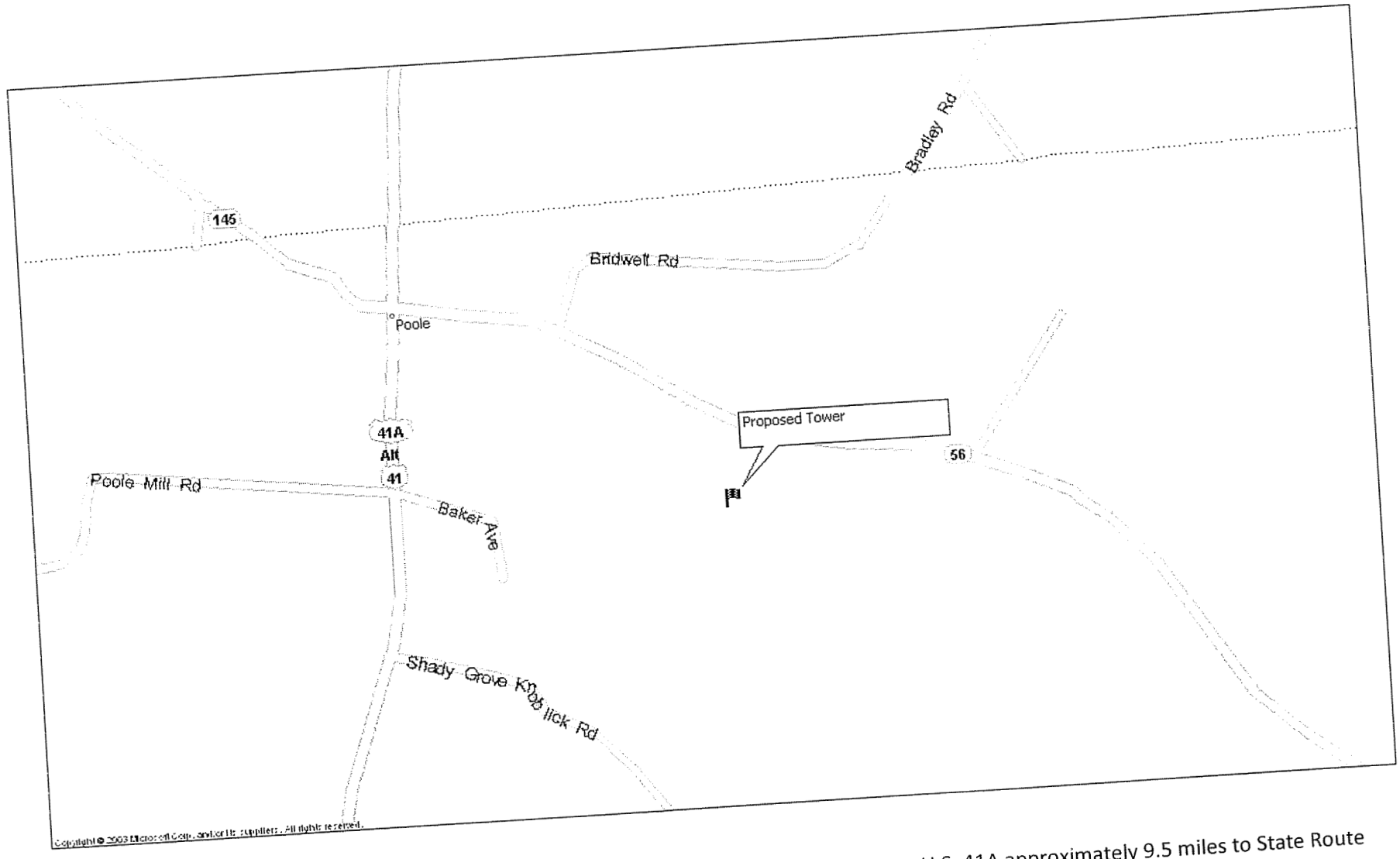
Demographics

Race

Ethnicity

Gender

Exhibit I



Directions to Site: From Dixon at the corner of U.S. 41A and Leeper Street, proceed North on U.S. 41A approximately 9.5 miles to State Route 56. Turn Right onto State Route 56 and proceed approximately 0.5 miles to site on right.

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

Market: BTA 135
Cell Site Number: 135G0247
Cell Site Name: Poole
Fixed Asset Number: 10128740

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 Robert Kuhlman and Richard Tremont, jointly, having a mailing address of 719 Southeast 1st Street, Evansville, IN 47713 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Alpharetta, Georgia 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 465 State Route 56 East, in the County of Webster, Commonwealth 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 an amount not less than currently being paid, 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, at Tenant's sole cost and expense. 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 six (6) 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. Tenant shall provide Landowner with a copy of the insurance certificate showing Landowner as additional insured.

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

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, footings, foundations, and concrete will be removed to a depth of one-foot below grade. 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 and structural 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 will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense,

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

15. **DEFAULT AND RIGHT TO CURE.**

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

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

16. **ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, provided that the assignee or sublessee assumes, recognizes and also agrees to become responsible to the Landlord for the performance of all terms and conditions of this Agreement. Upon notification to Landlord 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 #135G0247; Cell Site Name: Poole
Fixed Asset No: 10128740
P.O. Box 1630
Alpharetta, GA 30009

Overnight Mail: New Cingular Wireless PCS, LLC
Attn: AT&T Network Real Estate Administration
Re: Cell Site #135G0247; Cell Site Name: Poole
Fixed Asset No: 10128740
12555 Cingular Way
Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #135G0247; Cell Site Name: Poole
Fixed Asset No: 10128740
5565 Glenridge Connector
Suite 1700
Atlanta, GA 30342

If to Landlord: Richard Tremont
719 Southeast 1st Street
Evansville, IN 47713

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, in the Landlord's best knowledge, 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 Landlord or 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.

(l) **Force Majeure.** Notwithstanding anything to the contrary contained in this Agreement, if Landlord or Tenant is delayed or prevented from performing any act which it is obligated to perform under this Agreement for causes beyond its reasonable control (including, without limitation, repair, restoration and/or maintenance obligations) related to acts of God, war, governmental restrictions, or the inability to procure the necessary labor or materials, then Landlord or Tenant's time for performance of such obligation(s) hereunder will be reasonably extended by the period during which Landlord or Tenant was unable to perform, and the non-performing party will have no liability to the other party (nor will either party be entitled to terminate this Agreement or claim any abatement under this Agreement) on account of any such delay.

[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:

Lisa Kohlhaupe
Print Name: Lisa Kohlhaupe

Lynn Kendall
Print Name: Lynn Kendall

Erica L. Clanton
Print Name: ERICA L. CLANTON

Jody D Fotcher
Print Name: Jody D Fotcher

"LANDLORD"

Robert Kuhlman and Richard Tremont, jointly

By: Robert Kuhlman
Print Name: ROBERT KUHLMAN

By: R L. Tremont
Print Name: RICHARD TREMONT

Date: 9-3-08

"TENANT"

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

By: William Plantz
Print Name: William Plantz
Its: Executive Director Network Operations
Date: 9/19/08

TENANT ACKNOWLEDGMENT

STATE OF Tennessee)
) ss:
COUNTY OF Williamson)

On the 19th day of SEPTEMBER, 2008, before me personally appeared William Plante, and acknowledged under oath that he is the Executive Director - Network of New Cingular Wireless PCS, LLC, the a Delaware limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the New Cingular Wireless PCS, LLC, a Delaware limited liability company

Erica L. Clanton
Notary Public: ERICA L. CLANTON
My Commission Expires: MAY 8, 2012

ERICA L. CLANTON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 8, 2012

LANDLORD ACKNOWLEDGMENT

STATE OF Indiana
COUNTY OF Vanderburgh

On this 3 day of September, 2008, before me personally appeared Robert Kulhman and Richard Tremont, 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.

Katherine A. Williams
Name: KATHERINE A. WILLIAMS
Notary Public

My Commission Expires: 11/27/14

[NOTARIAL SEAL]

NOTARY PUBLIC SEAL INDIANA
KATHERINE A. WILLIAMS
Resident of Vanderburgh County, IN
Commission Expires November 27, 2014

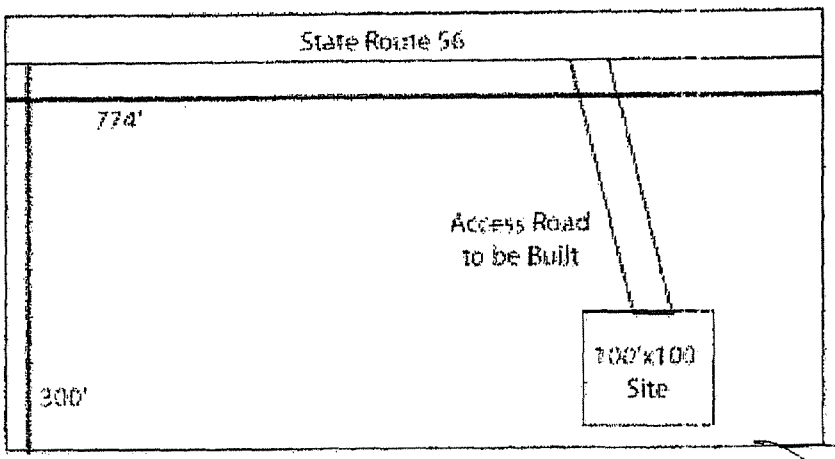
EXHIBIT 1

DESCRIPTION OF PREMISES
Page 1 of 1

to the Agreement dated SEPTEMBER 19, 2008, by and between Robert Kuhlman and Richard Tremont, jointly, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, as Tenant.

The Premises are described and/or depicted as follows:

N



Not to Scale

RAT

RWK

MP

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

S1/1 – VICINITY AND 500' STRUCTURAL MAP

S1/2 – ABUTTING PROPERTY OWNERS

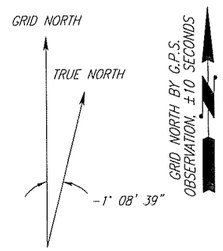
S1/3 – U.S.G.S. QUAD MAP

SHEET 2

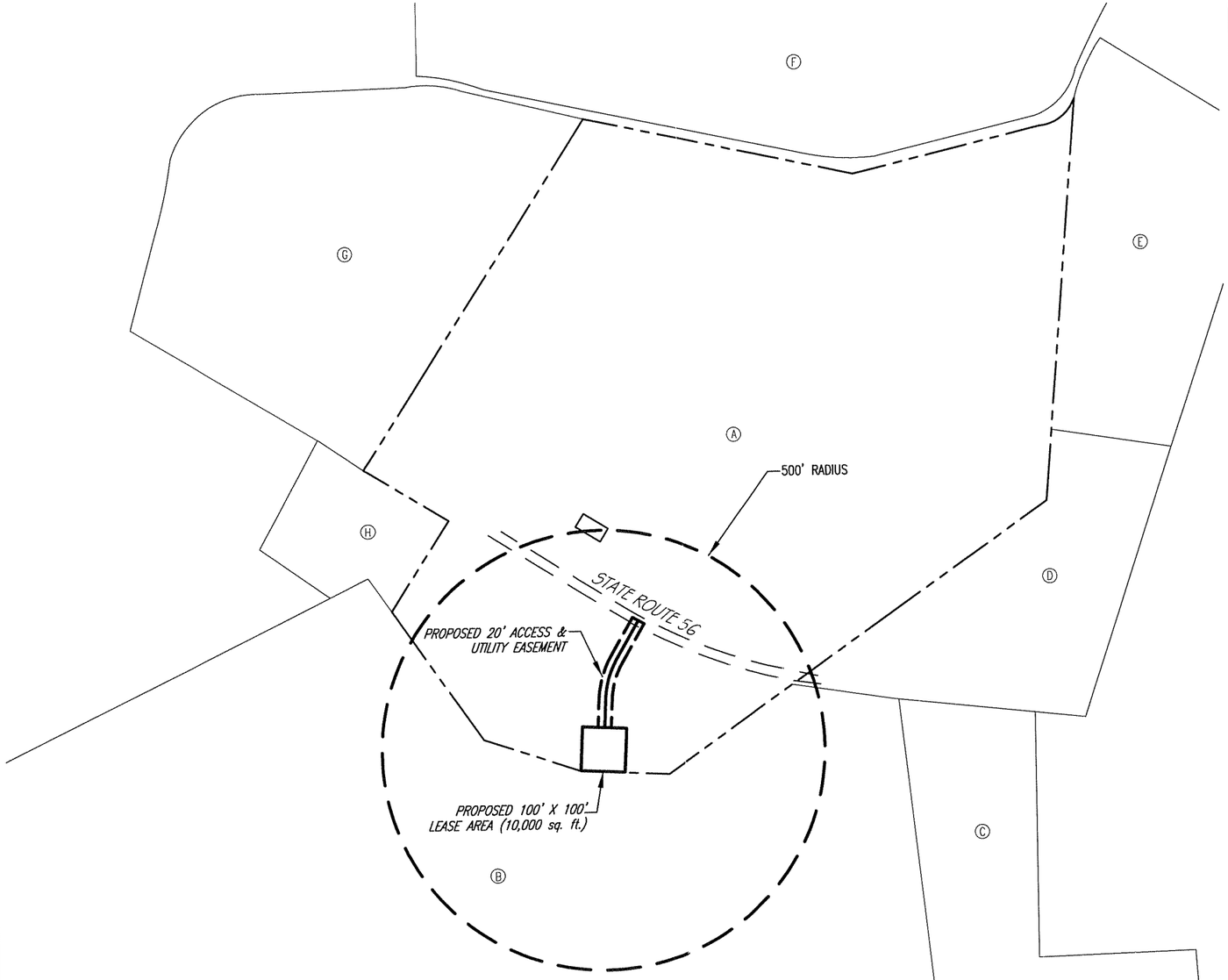
S2/1 – PROPOSED LEASE AREA

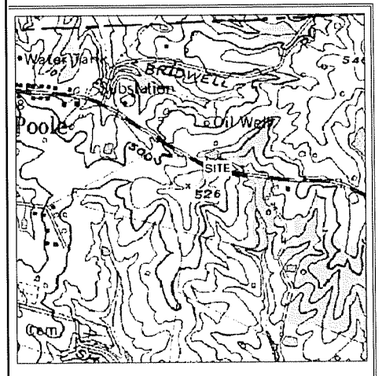
S2/2 – LEGAL DESCRIPTIONS

S2/3 – FLOOD ZONE DATA



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





S1/3 QUAD MAP
SCALE: 1"=2000'

U.S.G.S. 7 1/2 MINUTE QUAD MAP OF POOLE, KY

0' 300' 600'

(IN FEET)
SCALE 1" = 300'

* ADJOINING LAND OWNERS LISTED ARE BASED ON PROPERTY VALUATION ADMINISTRATION ("PVA") RECORDS ISSUED BY A REPRESENTATIVE FROM WEBSTER COUNTY, TO BE IN COMPLIANCE WITH ALL STATUTORY AND REGULATORY REQUIREMENTS BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION AND FOR TELECOMMUNICATION USE ONLY.

S1/2

Ⓐ MAP 064-004, LOT 000
KUHLMAN, ROBERT W.
& TREMONT, RICHARD L
719 SE FIRST ST
EVANSVILLE, IN 47710
DEED BOOK 234, PAGE 241
ZONING: AG

Ⓑ MAP 064-018, LOT 000
BLANFORD, JEFFERY & LEAH
444 G J LANE
DIXON, KY 42409
DEED BOOK 245, PAGE 314
ZONING: AG

Ⓒ MAP 064-017, LOT 001
WILLIAMS, ELIZABETH & WARREN
HICKS, BETTY & WOOSLEY, JUDITH
730 ST RT 56 E
SEBREE, KY 42455
DEED BOOK 267, PAGE 254
ZONING: AG

Ⓓ MAP 064-006, LOT 003
MCCORMICK, JOHN JR. & PAMELA
699 ST RT 56 E
SEBREE, KY 42455
DEED BOOK 189, PAGE 726
ZONING: AG

Ⓔ MAP 064-006, LOT 002
CAVANAH, JANET
2411 OAK HEIGHTS RD
DIXON, KY 42409
DEED BOOK 174, PAGE 621
ZONING: AG

Ⓕ MAP 064-002, LOT 000
BERRY, RICHARD & PEGGY
1780 OLD MADISONVILLE RD
HENDERSON, KY 42420
DEED BOOK 213, PAGE 689
ZONING: AG

Ⓖ MAP 064-003, LOT 000
MCLACHLAN, JAMES & KIMBERLY
297 ST RT 56 E
SEBREE, KY 42455
DEED BOOK 269, PAGE 1
ZONING: AG

Ⓗ MAP 064-004, LOT 001
BASKETT, TOM C. & MARILYN
364 ST RT 56 EAST
SEBREE, KY 42455
DEED BOOK 231, PAGE 31
ZONING: AG

at&t

GENERAL DYNAMICS
Wireless Services

FSTAN
F.S. Land Company
T. Alan Neal Company
Land Surveyors and Consulting Engineers
PO Box 17546 2313/2315 Crittenden Drive
Louisville, KY 40217
Phone: (502) 635-5866 (502) 636-5111
Fax: (502) 636-5263

SITE NUMBER:
135G0247

SITE NAME:
POOLE

SITE ADDRESS:
465 STATE TOUTE 56 EAST
SEBREE, KY 42455

PROPOSED LEASE AREA
AREA = 10,000 SQ FT

PROPERTY OWNER:
ROBERT KUHLMAN
& RICHARD TREMONT
719 SOUTHEAST 1ST STREET
EVANSVILLE, IN 47713

MAP NUMBER:
064

PARCEL NUMBER:
004

SOURCE OF TITLE:
DEED BOOK 234, PAGE 241

DWG BY:	CHKD BY:	DATE:
DSA	FSII	08.04.08

FSTAN PROJECT NO.:
08-5365

SHEET 1 OF 2

REVISIONS:
ACCESS ESMT - 08.20.08

C1

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

Tom C. and Marilyn Baskett
364 SR 56 East
Sebree, KY 42455

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 465 State Route 56 East, Sebree, Kentucky 42455. A map showing the location is attached. The proposed facility will include a 250 foot self-support tower, plus related ground facilities.

This notice is being sent to you because the Webster 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 2008-00471 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

Richard and Peggy Berry
1780 Old Madisonville Road
Henderson, KY 42420

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 465 State Route 56 East, Sebree, Kentucky 42455. A map showing the location is attached. The proposed facility will include a 250 foot self-support tower, plus related ground facilities.

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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

Jeffrey and Leah Blanford
444 G J Lane
Dixon, KY 42409

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 465 State Route 56 East, Sebree, Kentucky 42455. A map showing the location is attached. The proposed facility will include a 250 foot self-support tower, plus related ground facilities.

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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

Janet Cavanah
2411 Oak Heights Road
Dixon, KY 42409

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 465 State Route 56 East, Sebree, Kentucky 42455. A map showing the location is attached. The proposed facility will include a 250 foot self-support tower, plus related ground facilities.

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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

John Jr. & Pamela McCormick
669 SR 56 East
Sebree, KY 42455

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 465 State Route 56 East, Sebree, Kentucky 42455. A map showing the location is attached. The proposed facility will include a 250 foot self-support tower, plus related ground facilities.

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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

James and Kimberly McLachlan
297 SR 56 East
Sebree, KY 42455

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 465 State Route 56 East, Sebree, Kentucky 42455. A map showing the location is attached. The proposed facility will include a 250 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 2008-00471 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

Elizabeth & Warren Williams
Betty Hicks & Judith Woosley
730 SR 56 East
Sebree, KY 42455

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 465 State Route 56 East, Sebree, Kentucky 42455. A map showing the location is attached. The proposed facility will include a 250 foot self-support tower, plus related ground facilities.

This notice is being sent to you because the Webster 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 2008-00471 in any correspondence.

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 James Townsend
Webster County Judge Executive
P.O. Box 155
Dixon, KY 42409

RE: Notice of Proposal to Construct Wireless Telecommunications Facility
Kentucky Public Service Commission--Case No. 2008-00471

Dear Judge Townsend:

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 465 State Route 56 East, Sebree, Kentucky 42455. A map showing the location is attached. The proposed facility will include a 250 foot self-support tower, plus related ground facilities.

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

Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2008-00471 in any correspondence.

Sincerely,

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

Enclosure

Exhibit L

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 #2008-00471
in your correspondence.

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 #2008-00471
in your correspondence.

Exhibit M

Poole Search Area

Exhibit N

3231 N. Green River Rd.
Evansville, IN 47715

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

September 17, 2008

To Whom It May Concern:

Dear Sir or Madam:

This letter is to state the need of the proposed AT&T site called Poole, to be located in Webster County, KY. The Poole site is necessary to improve coverage and eliminate interference in northern Webster County. This site will improve the coverage and reduce interference on portions of US Alt 41, State Hwy 56, State Hwy 145, in the town of Poole, and the surrounding area. Our closest existing site to this area is over 6 miles away; thus, there is currently no dominant server in this area. This lack of a dominant server causes many quality issues for the customers. Currently customers in this area experience high dropped calls and may experience poor call quality or areas of no service. With the addition of this site, the customers in this area of Webster County will experience improved reliability, better in-building coverage, and improved access to emergency 911 services.

Sherri A Lewis
RF Design Engineer

at&t

3231 N. Green River Rd.
Evansville, IN 47715

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

September 17, 2008

To Whom It May Concern:

Dear Sir or Madam:

This letter is to serve as documentation that the proposed AT&T site called Poole, to be located in Webster County, KY at Latitude 37-38-13.35 North, Longitude 087-38-10.07 West, has been designed, and will be built and operated in accordance with all applicable FCC and FAA regulations.

Sherri A Lewis
RF Design Engineer

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

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

September 17, 2008

To Whom It May Concern:

Dear Sir or Madam:

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

Sherri A Lewis
RF Design Engineer

GENERAL DYNAMICS
Wireless Services

Stephen Parker
Senior Site Acquisition Manager

November 14, 2008

To Whom It May Concern:

There were no existing structures located within or near the Poole search area suitable or of sufficient height for collocation opportunities.

Sincerely,

Stephen Parker
Senior Site Acquisition Manager
General Dynamics

12906 Shelbyville Road
Suite 230
Louisville, KY 40243
Tel 502 245 2501
Fax 502 245 6307