

McBRAYER, MCGINNIS, LESLIE & KIRKLAND, PLLC

ATTORNEYS-AT-LAW

RECEIVED

W. BRENT RICE
brice@mmlk.com

JAN 13 2009
PUBLIC SERVICE
COMMISSION

201 E. Main Street, Suite 1000
Lexington, Kentucky 40507
(859) 231-8780
FAX (859) 231-6518

January 13, 2009

Mr. Jeff Derouen, Executive Director
Public Service Commission
211 Sower Blvd.
Frankfort, KY 40602-0615

VIA HAND DELIVERY

RE: **Application of Powertel/Memphis, Inc. d/b/a T-Mobile, for
Issuance of a Certificate of Public Convenience and Necessity to
Construct an Additional Facility at Leo Bowlds Road, Hardinsburg,
Breckinridge County, Kentucky ("Application")
PSC Case No. 2009-00006
(The "9LV1109/Rough 1" Facility)**

Dear Mr. Derouen:

Please be advised that the undersigned represents Powertel/Memphis, Inc. in regard to the above-referenced Application which I am filing on its behalf today with the Commission.

Enclosed please find one original and five copies of the Application along with one set of project description drawings, signed and sealed by a licensed professional engineer in Kentucky.

Any comments or questions in regard to the application should be forwarded to the undersigned. Thank you for your assistance in this matter.

Sincerely,



W. Brent Rice
Counsel for Powertel/Memphis, Inc.

WBR/dkw
Enclosures

RECEIVED

JAN 13 2009

PUBLIC SERVICE
COMMISSION

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF POWERTEL/MEMPHIS, INC.)
d/b/a T-MOBILE FOR ISSUANCE OF A)
CERTIFICATE OF PUBLIC CONVENIENCE AND)
NECESSITY TO CONSTRUCT AN ADDITIONAL) CASE NO. 2009-00006
CELL FACILITY AT LEO BOWLDS ROAD,)
HARDINSBURG, BRECKINRIDGE COUNTY,)
KENTUCKY)

(THE ROUGH 1 FACILITY)

APPLICATION

PowerTel/Memphis, Inc., a Delaware corporation d/b/a T-Mobile ("Applicant") applies for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility to serve the customers of its cellular radio telecommunications network in the Commonwealth of Kentucky. In support of this Application, Applicant, respectfully states that:

1. Its complete name, address and telephone number are:
PowerTel/Memphis, Inc., d/b/a T-Mobile, Four Concourse Parkway, Suite 300, Atlanta, Georgia 30328, having a local address of 11509 Commonwealth Drive, Louisville, Kentucky 40299. The local telephone number is (502)297-6202.

2. The Applicant is a Delaware general partnership. A copy of its Articles of Incorporation; Certificate of Amendment changing its name from Intercell Memphis MTA, Inc. to PowerTel/Memphis, Inc.; and its applicable Federal Communications License for this market area is attached as **Exhibit A**.

3. The Applicant proposes to construct an additional cellular facility in Breckinridge County, Kentucky (the "Cell Facility"). The Cell Facility will be comprised of a 255' self-supporting tower, including attached antennas and an equipment shelter.

The equipment shelter will contain the transmitters and receivers required to connect the cell facility with cellular telephone users, which will link the Cell Facility with Applicant's other cells. The Cell Facility will be fenced with a secured access gate. Two sets of project drawings are being submitted with this Application. A detailed description of the manner in which the Cell Facility will be constructed is included in the drawings and on the Survey (scale: 1" = 200'). A copy of the Survey is attached as **Exhibit B**. The Survey is signed and sealed by Frank Sellinger, II, a professional registered surveyor in Kentucky and it depicts the proposed location of the tower and all easements and existing structures on the property on which the tower will be located. A vertical tower profile and its foundation, each signed and sealed by a professional engineer registered in Kentucky are attached as **Exhibit C**. The tower design plans include a description of the standard according to which the tower was designed.

4. A geotechnical investigation report performed by Asher, Inc. of Louisville, Kentucky, dated November 14, 2008 is attached as **Exhibit D**. The geotechnical investigation report is signed and sealed by Richard A. Linker, P.E., a professional engineer registered in Kentucky. The geotechnical investigation report includes boring logs, foundation design recommendations, and a finding as the proximity of the proposed site to flood hazard areas.

5. As noted on the Survey attached as a part of **Exhibit B**, the surveyor has determined that the site is not within any FIA flood hazard area.

6. The possibility of a strong ground shaking has been considered in the design of this guyed tower. Formulas are given in codes for earthquake loading. The formulas are for lateral loads, and they take into account the seismic zone, ground motion and structure. The two most important components of the structure are its weight

and shape. Applying all of the factors to the formula, the resultant earthquake load is less than the design wind load. Seismic loading has been considered in the design of this tower, although it is regarded as secondary to the wind loading.

Even if the tower would fall as result of an earthquake, it should not damage any occupied buildings. In the event of failure of the tower mast, all of the debris will most likely lie within a circle whose center is the tower base and whose radius is no more than 60% of the tower height.

7. Similarly, the possibility of a strong wind has been considered in the design of this tower. It has been designed and engineered by professional engineers using computer assistance and the same accepted codes and standards as are typically used for high-rise building construction. This tower has been designed in accordance with the Electronic Industries Association ("ETA") Standard RS-222E, which has been accepted and approved by ANSI and is a nationally recognized tower design standard. The ANSI/EIA standard utilizes a "stepped" wind loading in tower design. This means that a standardized wind speed (the "basic wind speed") is applied to the tower structure at the 33-foot level and then is "increased" with increments of tower height. In this case, the design wind speed is 90 mph. Using the appropriate wind speed for each antenna level, the thrust of the antenna and its corresponding waveguide load are applied to the tower structure for maximum member loads.

8. Personnel directly responsible for the design and construction of the proposed tower are qualified and experienced. The soil testing and part of the foundation design was performed by Walker Engineering, Inc. of Atlanta, Georgia under the supervision of Richard A. Linker, P.E., a registered professional engineer in the Commonwealth of Kentucky. His specialty is geotechnical engineering which includes

sub-surface exploration and foundation design. He has served as project and principal engineer on various projects similar to the applicant's. These projects include construction, tower crane foundations, and nexrad doppler radar towers, other mobile telephone towers and elevated water towers. Foundation types for these towers have included drilled piers, auger-cast piles, driven piles and spread footings. Design of the tower and foundation was performed by FWT, Inc. of Ft. Worth, Texas. The Applicant uses qualified installation crews and site inspectors for construction of its towers. The tower drawings are signed and sealed by Ta-Wen Lee, a professional engineer registered in Kentucky. The foundation drawings are signed and sealed by Buford H. Evans, an engineer registered in Kentucky.

9. The public convenience and necessity require the construction of this additional Cell Facility. The additional Cell Facility is essential to improve service to Applicant's current customers in that transmission and reception "weak spots" within the area to be covered by the Cell Facility will be substantially reduced. The Cell Facility will also increase the system's capacity to meet the increasing demands for cellular service in Kentucky.

The process that was used in selecting the site for the proposed Cell Facility by the applicant's radio frequency engineers was consistent with the process used for selecting generally all other existing cell facilities within the licensed area. The engineers used computer programs to locate cell sites that will enable the cell facilities to serve the Federal Communications Commission certificated territory without extending beyond its approved boundary and to meet other mandates of the Commission. The engineers select the optimum site in terms of elevation and location to provide the best quality service to customers in the service area. A map of the area in

which the tower is proposed to be located, that is drawn to scale and that clearly depicts the necessary search area within which a site should be located as determined by the Applicant's Radio Frequency Engineers is attached as **Exhibit E**.

It is imperative that the proposed Cell Facility be constructed to allow Applicant to meet its licensing requirements as mandated by the Federal Communications Commission and to further meet the increasing demands for cellular service in the licensed area.

10. The Cell Facility will serve an area totally within Applicant's current service area in the licensed area.

11. Since the proposed Cell Facility will serve only the licensed area, no further approvals by the Federal Communications Commission ("FCC") are required. See 47 C.F.R. §24.11(b), "[b]lanket licenses are granted for each market and frequency block. Applications for individual sites are not required and will not be accepted."

12. An Application to the Federal Aviation Administration ("FAA") was filed on December 3, 2008, a copy of which is attached as **Exhibit F**. Upon receiving a determination from the FAA, the Applicant will forward a copy of such determination as a supplement to this Application. An Application to the Kentucky Airport Zoning Commission ("KAZC") was filed on December 3, 2008, a copy of which is attached as **Exhibit G**. Upon receiving a determination from the KAZC, the Applicant will forward a copy of such determination as a supplement to this Application.

13. The proposed location of the tower is not within a jurisdiction that has adopted planning and zoning regulations in accordance with KRS Chapter 100. The Applicant has notified the Breckinridge County Judge Executive, by certified mail, return receipt requested, of the proposed construction. The Applicant included in the notice the

Commission docket number under which the application will be processed and informed said person of his right to request intervention. A copy of the notice is attached as **Exhibit H**.

14. The Cell Facility will be located on Leo Bowlds Road, Hardinsburg, Breckinridge County, Kentucky. Appropriate notices 2' X 4' with the word "TOWER" in letters at least four inches high, have been posted in a visible location on the proposed site and on the nearest public road and shall remain posted for at least two (2) weeks after the Application is filed. The location of the proposed facility has been published in a newspaper of general circulation in Breckinridge County, Kentucky. The Cell Facility's coordinates are: Latitude: 37° 38' 36.32"; Longitude: 86° 27' 59.98".

15. Clear directions to the proposed site from the county seat are:

From Leitchfield, KY., go north on Hwy. 737 approximately 9.5 miles. Go left on Hwy 259 approximately 3.9 miles to intersection of Hwy. 79. Go left on Hwy. 79 approximately 2.4 miles. Turn right on Leo Bowlds Road. Site is a head on the left.

The telephone number for the person preparing the directions is (205) 655-1427 and the individual's name is Timothy L. Hardy. The Survey identifies every structure within 500' of the proposed tower, and all easements and existing structures within 200' of the access drive, including the intersection with the Public Street System, drawn to a scale no less than one (1) inch equals 200'.

16. Applicant has notified every person who is contiguous or within 500' of the proposed tower by certified mail, return receipt requested, of the proposed construction. Applicant included in said notice the Commission 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 and copies of the certified letters sent to the referenced property owners are attached as **Exhibit I**. Copies of the return receipts will

be filed with the Commission when received.

17. The site for the proposed Facility is located outside the incorporated limits of the City of Hardinsburg and is not zoned. The area is rural in nature with vacant land and few residences. The proposed facility will improve coverage along Highways 79 and 259 and will provide 911 emergency coverage in order to meet the continuing demands of location services.

18. Applicant has considered the likely effects of the installation on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate service can be provided. Applicant attempted to collocate on existing towers or structures, however, there are no such existing towers or structures in the vicinity of the proposed site.

19. The site for the Cell Facility is to be leased from Robert and Philippa Gahagan. A copy of the Site Lease with Option is attached as **Exhibit J**.

20. The names of all public utilities, corporations, or persons with whom the proposed new construction is likely to compete is Sprint PCS, AT&T Wireless and Verizon Wireless.

21. Applicant plans to finance the construction of the Cell Facility through the use of working capital. If sufficient funds are not available from this source, the company will obtain funds through short-term loans payable within two years.

22. Any customer complaints may be reported by dialing 611 on the customer's cellular phone.

WHEREFORE, Applicant requests that the Commission, pursuant to KRS278.020, grant a Certificate of Public Convenience and Necessity to Applicant for construction and operation of the proposed Cell Facility and providing for such other

relief as is necessary and appropriate.

Respectfully submitted,



W. Brent Rice
McBRAYER, McGINNIS, LESLIE &
KIRKLAND, PLLC
201 East Main Street, Suite 1000
Lexington, KY 40507
Phone: 859/231-8780
COUNSEL FOR POWERTEL/MEMPHIS, INC.
d/b/a T-MOBILE

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LIST OF EXHIBITS

- Exhibit A Applicant Adoption Notices
- Exhibit B Site Plan and Survey
- Exhibit C Tower and Foundation Profile
- Exhibit D Report of Geotechnical Exploration
- Exhibit E Search Area Map
- Exhibit F FAA Filing
- Exhibit G KAZC Filing
- Exhibit H Correspondence to County Judge Executive
- Exhibit I Notice to Adjoining Property Owners
- Exhibit J Site Lease with Option Agreement

Federal Communications Commission
Wireless Telecommunications Bureau

Radio Station Authorization (Reference Copy Only)

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.

Licensee: Powertel Memphis Licenses, Inc.

ATTN Dan Menser
Powertel Memphis Licenses, Inc.
12920 SE 38th Street
Bellevue, WA 98006

FCC Registration Number (FRN): 0001832807	
Call Sign: KNLH399	File Number:
Radio Service: CW - PCS Broadband	

Grant Date 04/28/1997	Effective Date 01/09/2006	Expiration Date 04/28/2007	Print Date 01/20/2006
--------------------------	------------------------------	-------------------------------	--------------------------

Market Number: BTA252	Channel Block: E	Sub-Market Designator: 0
Market Name: Lexington, KY		

1st Build-out Date 04/28/2002	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
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Special Conditions or Waivers/Conditions

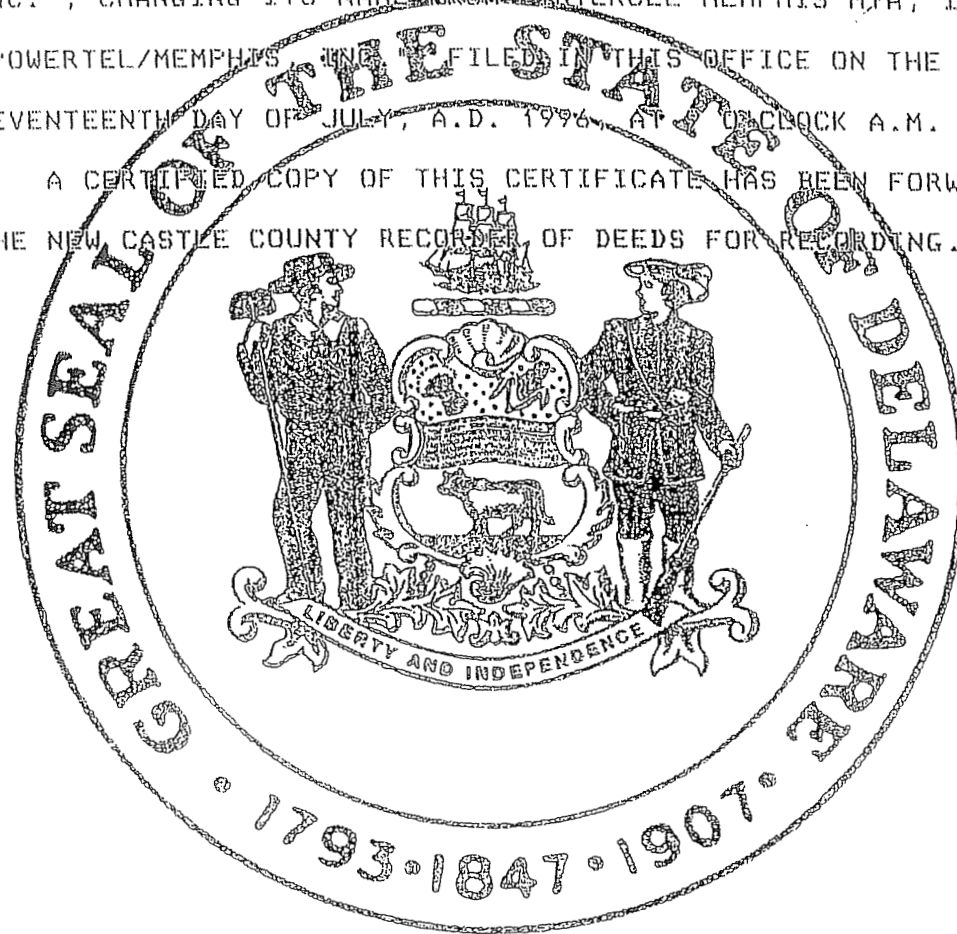
Conditions
Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. Section 310(d). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended. See 47 U.S.C. Section 706.

A graphical representation of the geographic area authorized to this call sign may be generated by selecting 'License Search' at the following web address: <http://www.fcc.gov/wtb/uls/>

State of Delaware
Office of the Secretary of State

I, EDWARD J. FREEL, 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 "INTERCEL MEMPHIS MTA, INC.", CHANGING ITS NAME FROM "INTERCEL MEMPHIS MTA, INC." TO "POWERTEL/MEMPHIS INC." FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF JULY, A.D. 1996, AT 10 O'CLOCK A.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.



Edward J. Freel

Edward J. Freel, Secretary of State

2447268 8100

960207691

AUTHENTICATION:

DATE:

8030247

07-17-96

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

INTERCEL MEMPHIS MTA, INC.

InterCel Memphis MTA, Inc. (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware, does hereby certify as follows:

FIRST: That in accordance with the requirements of Section 242 of the General Corporation Law of the State of Delaware, the Board of Directors of the Corporation, acting by written consent signed by all of the directors of the Corporation pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, duly adopted resolutions: (1) proposing and declaring advisable the changing of the Corporation's name to "Powertel/Memphis, Inc.," (2) proposing and declaring advisable the amendment of the Certificate of Incorporation of the Corporation to reflect such change and (3) recommending that such name change and amendment be submitted to the sole stockholder of the Corporation for consideration, action and approval.

SECOND: That the amendment to the Certificate of Incorporation of the Corporation is as follows:

ARTICLE FIRST of the Certificate of Incorporation of the Corporation is hereby amended to read in its entirety as follows:

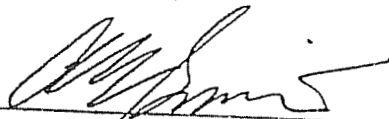
"FIRST. The name of the corporation is
Powertel/Memphis, Inc. (the "Corporation")."

THIRD: That thereafter, pursuant to resolution of the Board of Directors, the sole stockholder of the Corporation, acting by written consent in accordance with Sections 228 and 229 of the General Corporation law of the State of Delaware, duly approved such name change and the aforesaid amendment to the Certificate of Incorporation of the Corporation to reflect such name change.

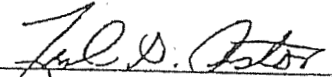
FOURTH: That the aforesaid amendment to the Certificate of Incorporation of the Corporation was duly adopted in accordance with the provisions of Sections 141(f), 228, 229 and 242 of the General Corporation Law of the State of Delaware.

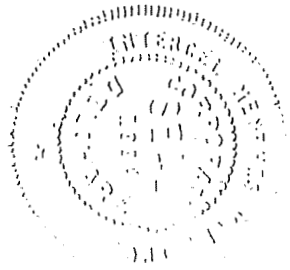
FIFTH: That upon this Certificate of Amendment of Certificate of Incorporation becoming effective, the name of the Corporation shall be changed to "Powertel/Memphis, Inc."

IN WITNESS WHEREOF, InterCel Memphis MTA, Inc. has caused this Certificate of Amendment of Certificate of Incorporation to be signed by Allen E. Smith, its President, and attested by Fred G. Astor, Jr., its Secretary, on July 9, 1996.

By: 
Allen E. Smith
President

Attest:


Fred G. Astor, Jr.
Secretary



P16

Powertel/Kentucky, Inc. merges into
Powertel/Memphis, Inc.

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"POWERTEL/KENTUCKY, INC.", A DELAWARE CORPORATION,

WITH AND INTO "POWERTEL/MEMPHIS, INC." UNDER THE NAME OF "POWERTEL/MEMPHIS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FIRST DAY OF DECEMBER, A.D. 2005, AT 11:30 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 2006, AT 12:30 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2447268 8100M

051046113



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 4400474

DATE: 12-23-05

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:30 AM 12/21/2005
FILED 11:30 AM 12/21/2005
SRV 051046173 - 2447258 FILE

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATIONS

Pursuant to Title 8, Section 251(e) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Powertel/Memphis, Inc.
_____ and the name of the corporation being
merged into this surviving corporation is Powertel/Kentucky, Inc.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations.

THIRD: The name of the surviving corporation is Powertel/Memphis, Inc.
_____ a Delaware corporation.

FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

FIFTH: The merger is to become effective on January 1, 2006 at 12:30 a.m.

SIXTH: The Agreement of Merger is on file at _____
12020 SE 38th Street, Bellevue, WA 98006, the place of business
of the surviving corporation.

SEVENTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 15th day of December, A.D.,
2005.

By: /s/ David A. Miller
_____ Authorized Officer

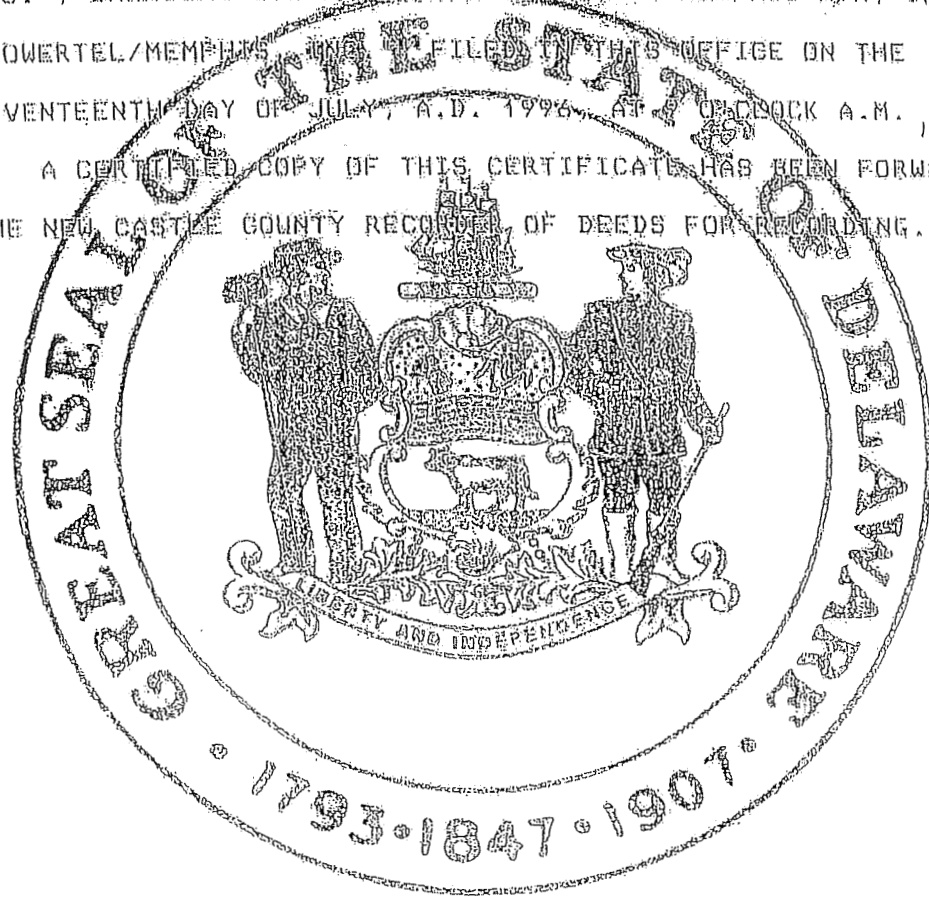
Name: David A. Miller
_____ Print or Type

Title: Senior Vice President

State of Delaware
Office of the Secretary of State

I, EDWARD J. FREEL, 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 "INTERCEL MEMPHIS MTA, INC.", CHANGING ITS NAME FROM "INTERCEL MEMPHIS MTA, INC." TO "POWERTEL/MEMPHIS, INC." FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF JULY, A.D. 1996, AT 10:00 O'CLOCK A.M.,

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDS OF DEEDS FOR RECORDING.



Edward J. Freel

Edward J. Freel, Secretary of State

2447268 8100

960207691

8030247

AUTHENTICATION:

DATE:

07-17-96

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
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FIRST: That in accordance with the requirements of Section 242 of the General Corporation Law of the State of Delaware, the Board of Directors of the Corporation, acting by written consent signed by all of the directors of the Corporation pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, duly adopted resolutions: (1) proposing and declaring advisable the changing of the Corporation's name to "Powertel/Memphis, Inc.," (2) proposing and declaring advisable the amendment of the Certificate of Incorporation of the Corporation to reflect such change and (3) recommending that such name change and amendment be submitted to the sole stockholder of the Corporation for consideration, action and approval.

SECOND: That the amendment to the Certificate of Incorporation of the Corporation is as follows:

ARTICLE FIRST of the Certificate of Incorporation of the Corporation is hereby amended to read in its entirety as follows:

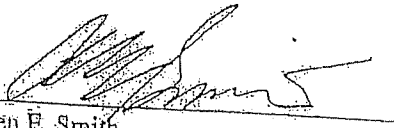
"FIRST. The name of the corporation is
Powertel/Memphis, Inc. (the "Corporation")."

THIRD: That thereafter, pursuant to resolution of the Board of Directors, the sole stockholder of the Corporation, acting by written consent in accordance with Sections 228 and 229 of the General Corporation Law of the State of Delaware, duly approved such name change and the aforesaid amendment to the Certificate of Incorporation of the Corporation to reflect such name change.

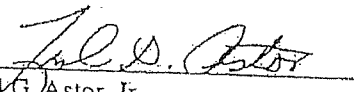
FOURTH: That the aforesaid amendment to the Certificate of Incorporation of the Corporation was duly adopted in accordance with the provisions of Sections 141(f), 228, 229 and 242 of the General Corporation Law of the State of Delaware.

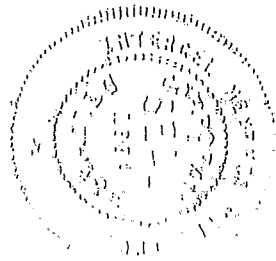
FIFTH: That upon this Certificate of Amendment of Certificate of Incorporation becoming effective, the name of the Corporation shall be changed to "Powertel/Memphis, Inc."

IN WITNESS WHEREOF, InterCel Memphis MTA, Inc. has caused this Certificate of Amendment of Certificate of Incorporation to be signed by Allen E. Smith, its President, and attested by Fred G. Astor, Jr., its Secretary, on July 9, 1996.

By: 
Allen E. Smith
President

Attest:


Fred G. Astor, Jr.
Secretary





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- Prepaid Account Status

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 [Statement of Change of Principal Office \(PDF\)](#)

Printable Version of this page

Organization Number 0412295
Name POWERTEL/MEMPHIS, INC.
Profit or Non-Profit P - Profit
Company Type FCO - Foreign Corporation
Status A - Active
Standing G - Good
State DE
File Date 2/23/1996
Authority Date 2/23/1996
Last Annual Report 2/16/2005
Principal Office 12920 S. E. 38TH STREET
 BELLEVUE, WA 98006
Registered Agent CSC-LAWYERS INCORPORATING
 SERVICE CO.
 421 W. MAIN ST.
 FRANKFORT, KY 40601

Current Officers

President Robert P. Dotson
Vice President David A Milelr

Vice President [Cregg B. Baumbaugh](#)
 Secretary [David A Miller](#)
 Director [Susan Swenson](#)
 Director [David A. Miller](#)
 Director [Brian Kirkpatrick](#)
 Officer [Lee A Tostevin](#)

Assumed Names	Status
T-MOBILE KENTUCKY	Active
T-MOBILE MEMPHIS	Active

Previous Names

Certificates Available

[Certificate of Authorization](#)

[Certificate of Registered Agent \(Domestic and Foreign\)](#)

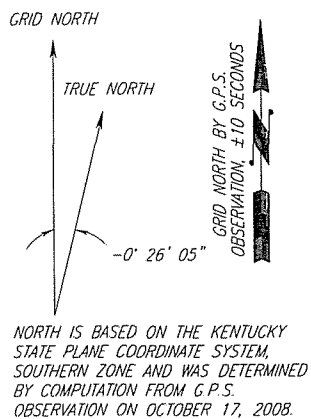
Click on a certificate title to purchase it. Certificates are \$10.00, payable by credit card or prepaid account. They are stored and returned as PDF documents. You must have Adobe PDF Reader to print the document.

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SHEET 1	
	- VICINITY AND 500' STRUCTURAL MAP
	- U.S.G.S. QUAD MAP
SHEET 2	
	- ABUTTING PROPERTY OWNERS
SHEET 3	
	- PROPOSED LEASE AREA
	- LEGAL DESCRIPTIONS
	- 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 OCTOBER 17, 2008.

COORDINATE POINT LOCATION

NAD 1983
LATITUDE 37° 38' 36.32"
LONGITUDE 86° 27' 59.98"
NAVD 1988
ELEVATION: 667' AMSL
STATE PLANE COORDINATE SOUTHERN ZONE
(BLUE MARBLE GEOGRAPHIC CALCULATOR VERSION 3.0)
NORTHING: 2118197.5885
EASTING: 1432915.4326

PROJECT POWER POLE

UTILITY COMPANY: UNKNOWN
IDENTIFICATION #: N/A

PROJECT BENCHMARK

NORTH: 2118161.1060
EAST: 1432872.1943
ELEVATION: 665.28'
LOCATION: BEING AN IPC SET LOCATED 20' WEST OF THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA

TAX PARCEL ID NUMBER:
63-21-63-19
ROBERT T. & PHILIPPA GAHAGAN
DEED BOOK 286, PAGE 698

SYMBOL LEGEND

- WOOD POWER POLE
- TELEPHONE PEDESTAL
- GUY ANCHOR
- 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)

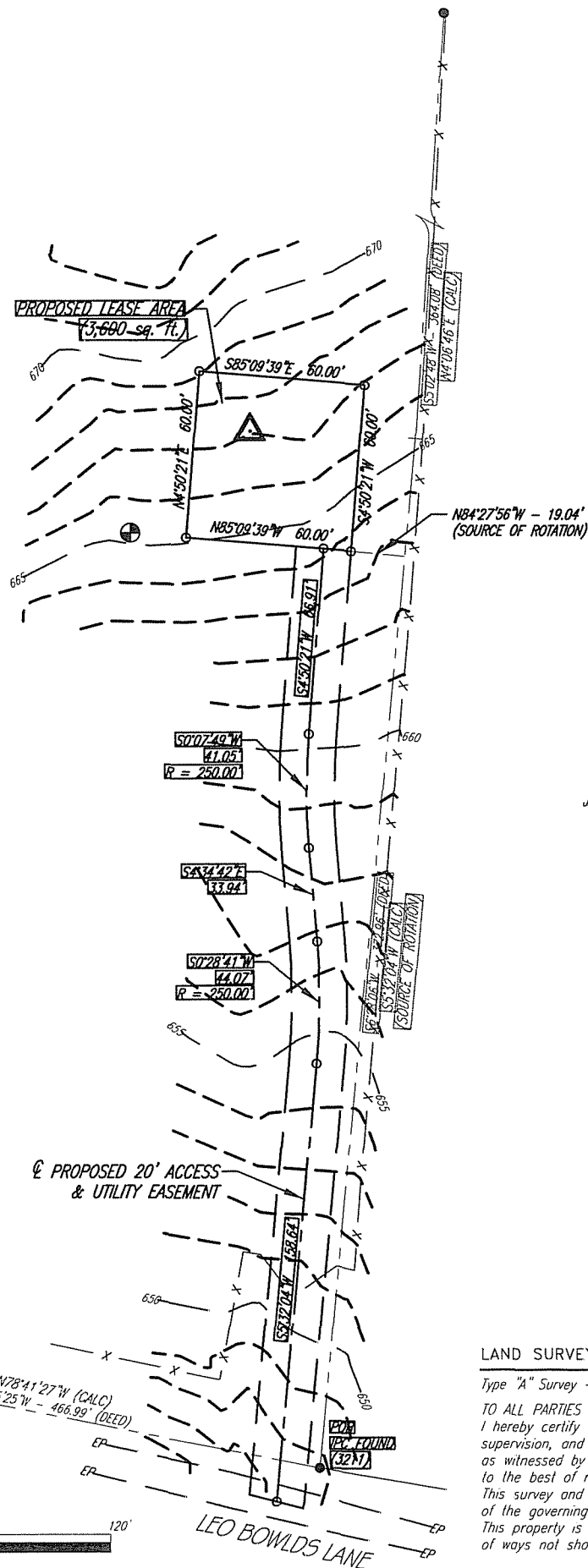
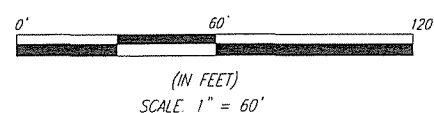
ABBREVIATIONS

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

LINE LEGEND

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

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



TAX PARCEL ID NUMBER: 77-32
JAMES AUGUST & NANCY HENNING
DEED BOOK 330, PAGE 546

LAND SURVEYOR'S CERTIFICATE

Type "A" Survey - Unadjusted linear traverse closure 1 in 15,000.
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



LEGAL DESCRIPTIONS:

This is a description for T-Mobile, of an area to be leased from the property of Robert T. & Philippa Gahagan, which is further described as follows:

PROPOSED LEASE AREA

Beginning at an IPC found at the Southeast corner of the property conveyed to Robert T. & Philippa Gahagan, in Deed Book 286, Page 698, in the Office of the County Clerk of Breckinridge County, KY; being S 4°06'46" W - 364.08', S 5°32'04" W - 372.96' from an IPC found at the Northeast corner of said property, thence N 5°32'04" E - 330.29' to a point in the East line of said property; thence traversing said property N 84°27'56" W - 19.04' to a set #5 rebar with a cap stamped "FSTAN #3282" and the TRUE POINT OF BEGINNING of the Proposed Lease Area, thence N 85°09'39" W - 60.00' to a set #5 rebar with a cap stamped "FSTAN #3282"; thence N 4°50'21" E - 60.00' to a set #5 rebar with a cap stamped "FSTAN #3282"; thence S 85°09'39" E - 60.00' to a set #5 rebar with a cap stamped "FSTAN #3282"; thence S 4°50'21" W - 60.00' to a set #5 rebar with a cap stamped "FSTAN #3282" and the true point of beginning containing 3,600 square feet as per survey by Frank L. Sellinger, II, PLS No. 3282 with FS/Tan Land Surveyors & Consulting Engineers, dated October 31, 2008, and revised December 4, 2008.

CENTERLINE OF PROPOSED 20' ACCESS & UTILITY EASEMENT

Beginning at an IPC found at the Southeast corner of the property conveyed to Robert T. & Philippa Gahagan, in Deed Book 286, Page 698, in the Office of the County Clerk of Breckinridge County, KY; being S 4°06'46" W - 364.08', S 5°32'04" W - 372.96' from an IPC found at the Northeast corner of said property; thence N 5°32'04" E - 330.29' to a point in the East line of said property; thence traversing said property N 84°27'56" W - 19.04' to a set #5 rebar with a cap stamped "FSTAN #3282"; thence N 85°09'39" W - 10.00' to a set #5 rebar with a cap stamped "FSTAN #3282"; thence S 4°50'21" W - 66.91' to a set #5 rebar with a cap stamped "FSTAN #3282"; thence with a curve to the left with a radius of 250.00', chord being S 0°07'49" W - 41.05' to a set #5 rebar with a cap stamped "FSTAN #3282"; thence S 4°34'42" E - 33.94' to a set #5 rebar with a cap stamped "FSTAN #3282"; thence with a curve to the left having a radius of 250.00', chord being S 0°28'41" W - 44.07' to a set #5 rebar with a cap stamped "FSTAN #3282"; thence S 5°32'04" W - 158.64' 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, PLS No. 3282 with FS/Tan Land Surveyors & Consulting Engineers, dated October 31, 2008, and revised December 4, 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 OCTOBER 17, 2008.
SOURCE OF ROTATION BASED ON THE EAST PROPERTY LINE OF THE GAHAGAN PROPERTY HAVING THE BEARING OF S 6° 28' 06" W PER D.B. 286, PG. 698, AND THE CALCULATED BEARING OF S 5° 32' 04" W.

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.

REFERENCED AS "EXHIBIT C"

OWNER APPROVAL _____ DATE _____
T-MOBILE APPROVAL _____ DATE _____



I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 21027C0350C DATED 08/04/08 AND THE PROPOSED LEASE AREA DOES NOT APPEAR TO BE IN A FLOOD PRONE AREA. THE PROPOSED LEASE AREA IS LOCATED IN ZONE X

T-Mobile

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 SURVEY"

SITE NUMBER:	9LV1109A
SITE NAME:	ROUGH 1
SITE ADDRESS:	LEO BOWLDS ROAD HARDINSBURG, KY 40143
PROPOSED T-MOBILE LEASE AREA:	AREA 3,600 sq ft
PROPERTY OWNER:	ROBERT T. & PHILIPPA GAHAGAN P.O. BOX 362 MCDANIELS, KY 40152-0362
PARCEL NUMBER:	63-21-63-19
SOURCE OF TITLE:	DEED BOOK 286, PAGE 698
DWG BY:	CDT
CHKD BY:	FSII
DATE:	10.30.08
FSTAN PROJECT NO.:	08-5689

REVISIONS:

LEASE AREA - 12.04.08



P.O. BOX 8597 FORT WORTH, TX 76124-0597
 PHONE: (800) 433-1816 FAX: (817) 255-8656

JOB DATA			
Page 1 of 1	Job No.	J081119001-D	
By HD/tw	Design No.	S08-0471-D	
Chk'd By TW	Date	Nov 20 2008	
Structure	Rev. No.	0	Rev. Date
Ref. No.	...-0400\0471\J081119001-D\J081119001-D.out		
Design Standard	ANSI/TIA-222-G-2005 Addendum 1		

GENERAL DESIGN CONDITIONS	
Design Wind Speed: 90.00(mph)	Structure Class: II
Iced Wind Speed: 30.00(mph)	Exposure Category: C
Service Wind Speed: 60.00(mph)	Topographic Category: 1
Ice Thickness: 0.75(in)	-

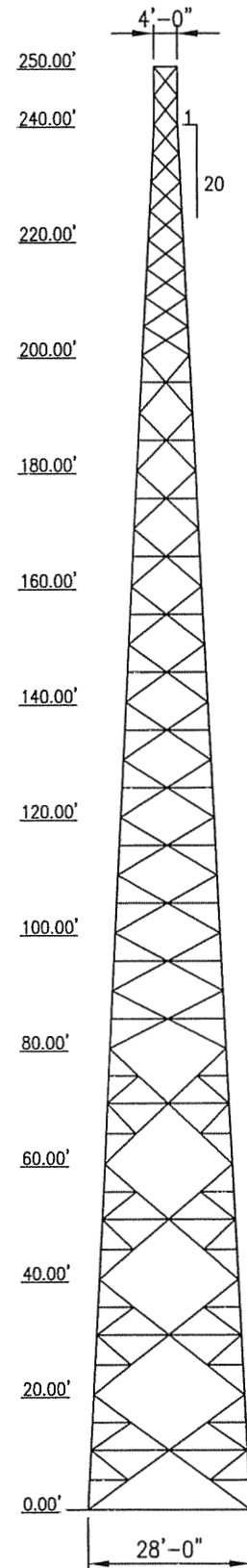
ANTENNA LIST					
No.	Elev.(FT)	Antenna	Mount Type	AZ (°)	COAX
1	250	(1) Lightning Rod		0	
2	250	(4) TMBX-6517-R2M	AM110-P-12'	0	18)LDF7P-50A
3	250	(4) TMBX-6517-R2M	AM110-P-12'	120	
4	250	(4) TMBX-6517-R2M	AM110-P-12'	240	
5	235	(4) TMBX-6517-R2M	AM110-P-12'	0	12)LDF7P-50A
6	235	(4) TMBX-6517-R2M	AM110-P-12'	120	
7	235	(4) TMBX-6517-R2M	AM110-P-12'	240	
8	220	(4) TMBX-6517-R2M	AM110-P-12'	0	12)LDF7P-50A
9	220	(4) TMBX-6517-R2M	AM110-P-12'	120	
10	220	(4) TMBX-6517-R2M	AM110-P-12'	240	

LINEAR APPURTENANCES	
STEP BOLTS ON ONE LEG	
(1)-Waveguide Ladder: 0'-250' On Tower Face (AZ): 60 deg	
(1)-Waveguide Ladder: 0'-235' On Tower Face (AZ): 180 deg	
(1)-Waveguide Ladder: 0'-220' On Tower Face (AZ): 300 deg	

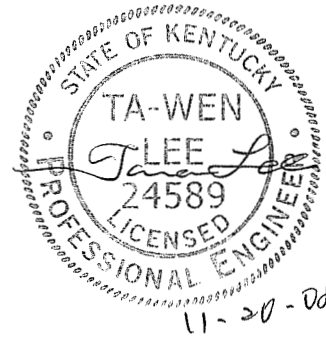
COAXIAL LINES DISTRIBUTION				
HEIGHT	FACE 1	FACE 2	FACE 3	TOTAL
250'	18D	-	-	18
235'	-	12D	-	12
220'	-	-	12D	12

(D = DOUBLE STACKED)

ASTM		A36		A325		A36	
50 KSI							
2	Y	Y	B	N/R	N/R	N/R	2-1/2
2	Y	N/R	N/R	N/R	N/R	N/R	1-5/8
2 1/4	Y	N/R	N/R	N/R	N/R	N/R	4-5/8
2 1/2	C	B	N/R	N/R	N/R	N/R	2-5/8
2 3/4	C	B	N/R	N/R	N/R	N/R	1-5/8
3	D	C	N/R	N/R	N/R	N/R	6-3/4
3 1/4	D	C	N/R	N/R	N/R	N/R	6-7/8
3 1/2	F	D	N/R	N/R	N/R	N/R	6-1
3 3/4	DD	F	D	N/R	N/R	N/R	6-1
4	DD	F	D	N/R	N/R	N/R	6-1 1/8



INTERIOR BRACING
 (1) 5/8" BOLT EA. END
 (EL. 10' to 70')



MEMBER TABLE LEGEND	
D	L3X3X3/16
G	L4X4X1/4
F	L3 1/2X3 1/2X1/4
C	L2 1/2X2 1/2X3/16
E	L3X3X1/4
B	L2X2X3/16
Y	L1 3/4X1 3/4X3/16

FACTORED BASE REACTIONS

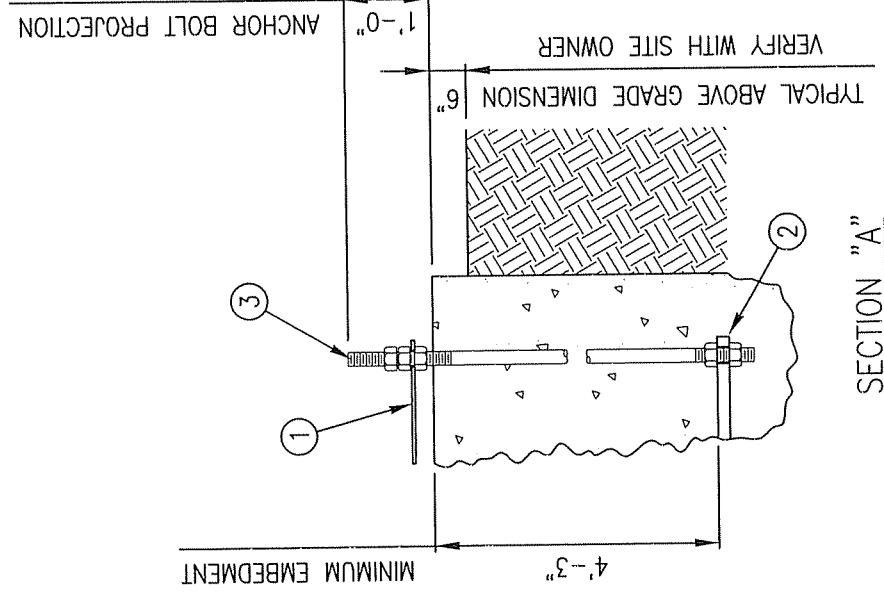
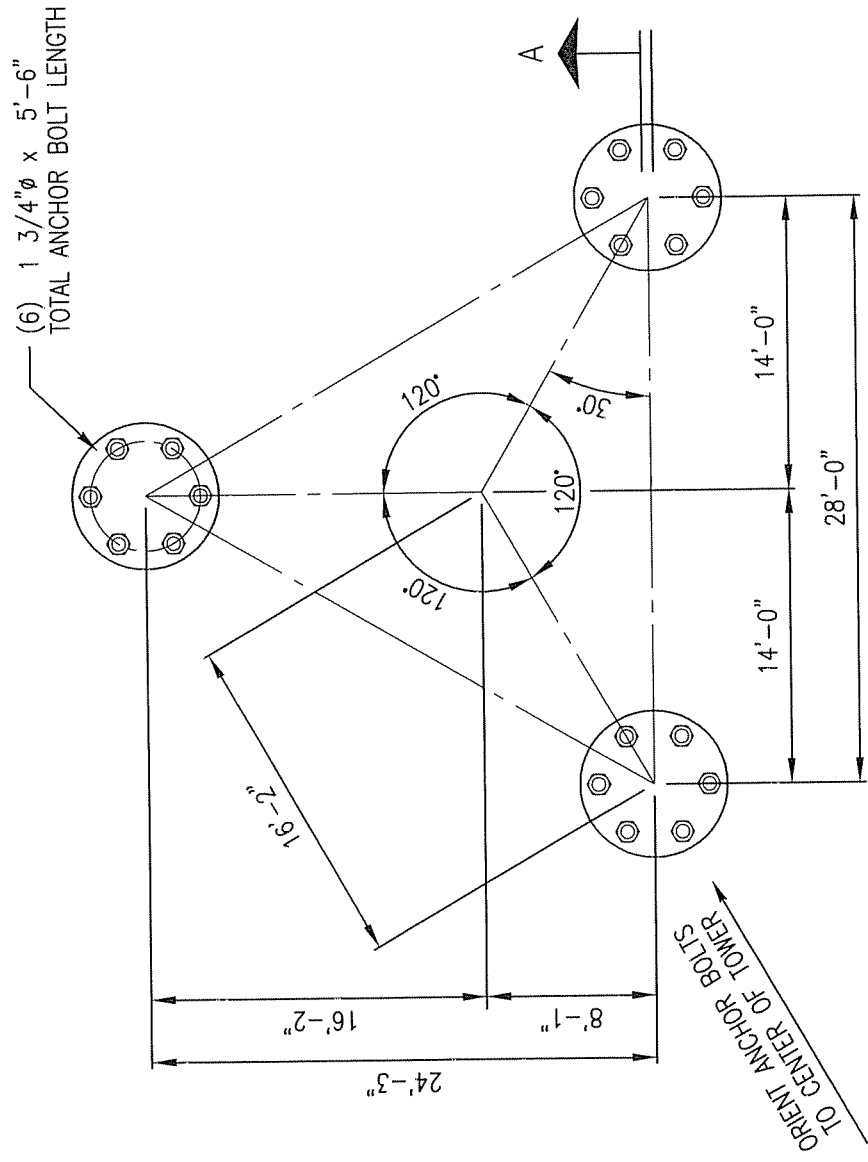
UPLIFT/LEG:	333.7 KIPS.	O.T. MOMENT:	9117.1FT-KIPS.
COMP./LEG:	400.2KIPS.	MAX. DOWNLOAD:	54.5 KIPS.
HORIZ./LEG:	40.3 KIPS.	TOTAL SHEAR:	68.1 KIPS.
EST.WEIGHT:	37.5KIPS. (No SPL or Gussets)		

Note: DOUBLE LETTER SIGNIFY BACK TO BACK ANGLES

FIELD NOTES:

- 1.) VERIFY TOWER ORIENTATION WITH CUSTOMER.
- 2.) TOP OF FINISHED CONCRETE MUST BE AT THE SAME ELEVATION UNDER ALL TOWER LEGS.
- 3.) SEE FOUNDATION DESIGN FOR SPECIFIC INSTALLATION INFORMATION AND DESIGN CRITERIA.
- 4.) ANCHOR BOLTS TO BE SET WITH FURNISHED ANCHOR BOLT TEMPLATES.
- 5.) ANCHOR BOLT ORIENTATION - SEE BELOW
- 6.) ANCHOR BOLT THREADS ABOVE CONCRETE SHOULD BE PROTECTED DURING FOUNDATION INSTALLATION.
- 7.) REMOVE TOP TEMPLATE PRIOR TO SETTING TOWER BASE SECTION.

BILL OF MATERIAL				WEIGHT/lbs
ITEM	MARK NO.	QTY.	DESCRIPTION	
1	---	3	TEMPLATE @ TOP	
2	---	3	ANCHOR PLATE @ BOTTOM	
3	---	18	1 3/4"Ø A36 ANCHOR ROD x 5'-6"	
4				
5				
6				
7				
8				
9				
10				
TOTAL GALVANIZED WEIGHT/lbs				



PLAN VIEW

THIS DOCUMENT AND THE INFORMATION CONTAINED HEREIN ARE THE SOLE PROPERTY OF FWT, INC. DUPLICATION OR DISSEMINATION OF THIS INFORMATION WITHOUT PRIOR WRITTEN CONSENT OF FWT, INC. IS PROHIBITED.

FWT, Inc.

5750 East I-20
Fort Worth, Texas 76119 U.S.A.
(817) 255-3060 FAX (817) 255-8656

REV.	DATE	BY	INIT.	DESCRIPTION
---	---	---	---	---
DRAWN BY: TLEE				
CHECKED BY: ---				
CAD FILE: L:\DESIGNS\08-9400\0771\JOB... \JOB119001-A-AB.DWG\PLZONV081Z.DRP4				
SHEET NO. SHEET 1 OF 1				
SCALE: NONE				
DATE: 20-Nov-08				
JOB NO. J08119001-D				
DRAWING TITLE: ANCHOR ROD INSTALLATION				
DRAWING NO. AB0000				

GENERAL NOTES

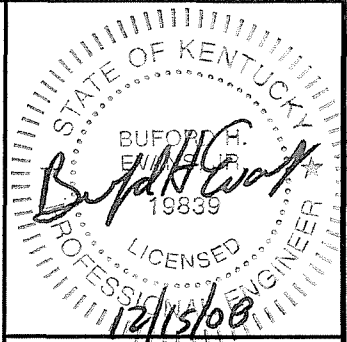
- G1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS. ALL DISCREPANCIES SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER.
- G2. THE SIZE AND SPACING OF STRUCTURAL ELEMENTS SHALL NOT BE CHANGED WITHOUT THE ENGINEER'S APPROVAL.
- G3. DETAILS SHOWN ARE TYPICAL; THEREFORE, SIMILAR DETAILS APPLY TO SIMILAR CONDITIONS UNLESS OTHERWISE NOTED.
- G4. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY.
- G5. ALL STRUCTURAL AND NON-STRUCTURAL ITEMS SHALL BE TEMPORARILY BRACED DURING CONSTRUCTION UNTIL ALL STRUCTURAL ELEMENTS THAT ARE REQUIRED FOR STABILITY, SUCH AS LATERAL BRACING, ANCHOR BOLTS, ETC., HAVE BEEN INSTALLED.
- G6. CONTRACTOR SHALL VERIFY THE EXACT LOCATIONS OF EXISTING UTILITIES, GROUND DRAINS, DRAIN PIPES, VENTS, OR ANY OTHER MECHANICAL DEVICES PRESENT BEFORE COMMENCING WORK. CONTRACTOR SHALL PROTECT EXISTING FACILITIES, UTILITIES, COAX AND UTILITY LINES FROM DAMAGE. NOTIFY ENGINEER IMMEDIATELY OF ANY CONFLICTS ARISING FROM THIS VERIFICATION.
- G7. INCORRECTLY FABRICATED, DAMAGED, MISFITTING OR NONCONFORMING MATERIALS OR CONDITIONS SHALL BE REPORTED TO THE OWNER PRIOR TO REMEDIAL OR CORRECTIVE ACTION.
- G8. CONTRACTOR(S) SHALL COOPERATE WITH THE OWNER'S REPRESENTATIVE, AND COORDINATE HIS WORK WITH THE WORK OF OTHERS.
- G9. CONSTRUCTION SHALL BE IN ACCORDANCE WITH APPLICABLE OSHA REGULATIONS, AND PER THE 2007 KENTUCKY BUILDING CODE (IBC 2006), AND ANSI/TIA-222-G, AND SHALL BE PERFORMED ONLY IN "GOOD WEATHER". GOOD WEATHER MEANS LITTLE OR NO WIND AND RAIN AND MINIMUM TEMPERATURE OF 50 DEGREES F. CONTACT ENGINEER FOR ADDITIONAL INSTRUCTIONS IF "GOOD WEATHER" CANNOT BE ACHIEVED.
- G10. DESIGN WIND SPEED IS 90 MPH PER ANSI/TIA-222-G.

REINFORCED CONCRETE NOTES

- C1. CONCRETE SHALL CONFORM TO ACI 301 & 318, AND SHALL HAVE A COMPRESSIVE STRENGTH OF 4000 PSI AFTER 28 DAYS.
- C2. AGGREGATES SHALL BE CLEAN AND WELL-GRADED WITH A MAXIMUM SIZE OF 1-1/2". CONCRETE COMPRESSIVE TESTS SHALL CONFORM TO ASTM C39.
- C3. USE NORMAL WEIGHT CONCRETE.
- C4. USE ASTM A615 GRADE 60 FOR ALL CONCRETE REINFORCING STEEL.
- C5. ALL CONCRETE REINFORCEMENT SHALL BE ACCURATELY PLACED, RIGIDLY SUPPORTED, AND FIRMLY TIED IN PLACE WITH BAR SUPPORTS AND SPACERS IN ACCORDANCE WITH ACI 301 & 318.
- C6. MAXIMUM PERMISSIBLE SLUMP = 4".
- C7. APPLY A WATER REPELLENT SEALANT TO ALL EXPOSED CONCRETE SURFACES. USE W.R. MEADOWS "SEAL-TIGHT #1200," OR EQUIVALENT, APPLIED IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
- C8. FIELD-VERIFY SOIL PARAMETERS PRIOR TO CONSTRUCTION, AND REPORT ANY DISCREPANCIES TO THE ENGINEER. SOIL PARAMETERS FOR FOUNDATION DESIGN WERE OBTAINED FROM THE REPORT BY ASHER, INC. ENVIRONMENTAL & ENGINEERING CONSULTING ON THE "GEOTECHNICAL ENGINEERING STUDY", ASHER PROJECT No. 008-221D, DATED 11/14/2008.

SHOP FABRICATION DRAWING SUBMITTAL

- F1. THE GENERAL CONTRACTOR/CONSTRUCTION MANAGER IS RESPONSIBLE FOR ASSURING THAT ALL SUBMITTALS COMPLY WITH THE LATEST PROJECT PLANS, SPECIFICATIONS, GOVERNING CODES AND REGULATIONS, AND IS SOLELY RESPONSIBLE FOR CONFIRMING ALL QUANTITIES, DIMENSIONS, FABRICATION TECHNIQUES, AND COORDINATING WORK WITH ALL TRADES.
- F2. SHOP DRAWINGS SHALL BE SUBMITTED IN A TIMELY MANNER TO ALLOW ADEQUATE TIME FOR PROCESSING.
- F3. ALL SUBMITTALS ARE TO BE ACCOMPANIED BY A LETTER OF TRANSMITTAL.
- F4. ALL SHOP DRAWINGS MUST BEAR EVIDENCE OF THE CONTRACTOR'S APPROVAL PRIOR TO SUBMITTAL.
- F5. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER PRIOR TO FABRICATION.



WALKER ENGINEERING INCORPORATED

ATLANTA • BIRMINGHAM
 8451 Dunwoody Place, Building 8, Sandy Springs, Georgia 30350
 (770) 641-7306 Fax: (770) 587-2196 www.walkerengineer.com

REV.	DATE	BY

ENGINEER: EKC
 DRAWN BY: DJD
 CHECKED BY: BHE
 ORIG. ISSUE DATE: 12/12/08

SITE No: 9LV1109
 WEI JOB No: 0812-564

MITRIX
 250ft FWT SST FOUNDATION
 NOTES

LEO BOWLES ROAD
 BREAKINRIDGE CO., HARDINSBURG, KY

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SCALE: AS NOTED
 THIS DWG SET CONSISTS OF:
 2 SHEETS
 S1 THRU S2

DRAWING No.:
S2

GEOTECHNICAL ENGINEERING STUDY

PROPOSED COMMUNICATIONS TOWER

ROUGH 1 SITE

HARDINSBURG, KENTUCKY

BRECKINRIDGE COUNTY

ASHER PROJECT NO. 008-221D

Prepared For:

**Mr. Dean Davis
T-Mobile South, LLC
3800 Ezell Road, Suite 815
Nashville, TN 37211**

Prepared By:

**Asher, Inc.
1021 S. Floyd Street
Louisville, Kentucky 40203**

November 14, 2008

ASHER, INC.

Environmental & Engineering Consulting

November 14, 2008

Mr. Dean Davis
T-Mobile South, LLC
3800 Ezell Road, Suite 815
Nashville, TN 37211

RE: Geotechnical Engineering Study
Proposed Communications Tower
Rough 1 Site
Hardinsburg, Kentucky
Breckinridge County

Dear Mr. Davis,

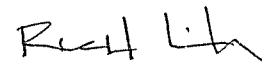
Asher, Inc. has completed a Geotechnical Engineering Study for the above referenced project. This report contains the findings of our subsurface exploration, geotechnical recommendations to aid design of foundations, and construction recommendations with regard to site work; fill placement, and foundation installation and inspection.

We appreciate the opportunity to be of service to you on this project. If we can be of further assistance, or if you have any questions regarding this report, please contact our office.

Sincerely,



Jacob D. Brown, E.I.T.
Staff Engineer



Richard A. Linker, P. E.
President

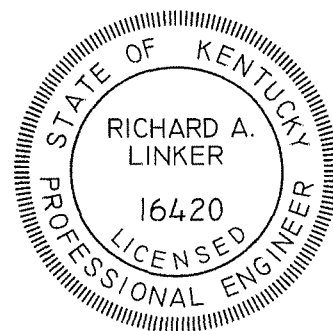


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1.0 PROJECT INFORMATION

The site is located on the north side of Leo Bowlds Road in Axtel, Kentucky.

The proposed lease area is located within a cattle pasture at to the east property line.

The new tower area slopes d to the south. No ponding water was observed on the site.

Proposed for construction is a 250 ft. lattice tower and access road. The tower is expected to have either a mat foundation bearing on soil, or drilled piers bearing on bedrock. The equipment building/cabinets will be pre-fabricated structures supported on conventional shallow foundations.

2.0 SUBSURFACE EXPLORATION

The subsurface conditions were explored by conducting two borings within the proposed lease area. The boring locations are shown on the plan included in the Appendix. The boring logs (also included in the Appendix) describe the materials and conditions encountered at each location.

A 2 to 4 in. layer of topsoil was encountered our borings. Beneath the topsoil, the borings typically encountered natural lean to fat clay. The clay soil was noted to be stiff to hard with Standard Penetration Test results (N Values) ranging from 12 to 50+ blows per ft. In B-2 the clay soil was underlain by very stiff siltstone to auger refusal. Auger refusal was encountered in both borings at depths ranging from 5.0 to 10.7 ft. Three 5 ft. rock core runs were advanced in boring B-1 from 5.0 to 20.0 ft. The project site is underlain by intermittent layers of sandstone, siltstone, shale, and limestone.

3.0 DESIGN RECOMMENDATIONS

The following design recommendations have been developed on the basis of the previously described project characteristics and subsurface conditions. Please notify our office if the project description included herein is incorrect, or if the location of the proposed tower is changed. Asher Inc. would then review the new project description to determine if revisions to our recommendations are necessary.

3.1 Site Development and Foundations

Based on the subsurface conditions encountered, the existing soils are suitable for the anticipated loading on shallow mat foundations. Drilled piers bearing on sound continuous bedrock may also be used if deemed to be more economical.

SHALLOW FOUNDATIONS

If mat foundations are used, the footings can be proportioned using a net allowable bearing capacity of 3,000 psf with the base bearing at a depth of at least 5 ft. below existing grades. Depending on the proposed final grades, rock removal may be required on the southernmost portion of the excavation. The weathered sandstone encountered in B-1 can be removed using an excavator equipped with a ripper bucket. A Caterpillar 245 or equivalent should be used. Site Classification B can be used for seismic design. Based on the results of the field tests, it is estimated that the foundation settlements if mat foundations are used should not exceed about 1 in. Differential settlements should not exceed 3/4 in. Careful field control during construction will help minimizing the actual settlement that occurs.

3.1 Site Development and Foundations (cont.)

DRILLED PIERS

The drilled piers should be sized using a maximum allowable end-bearing pressure of 10 kips per square ft. (5 tons per sq. ft.) for piers bearing on the continuous shale and sandstone layers. Site Classification B can be used for seismic design.

Soil Parameters that may be used in design are as follows:

	<u>0-5 ft.</u>	<u>5-10 ft.</u>
Coefficient of Passive Earth Pressure (Kp)	2.4	3.5
Unit Weight of Soil (pcf)	105	145
Lateral Subgrade Modulus (pci)	150	300
Cohesion (psf)	1000	0
Angle of Internal Friction (deg.)	24	34

Our borings encountered about 5 to 9 ft. of siltstone and/or weathered shale and sandstone above competent bedrock. Therefore, rock removal will be required to reach sound bedrock. We recommend that an average of 7 ft. of rock removal per drilled pier location be estimated when conducting a cost analysis of drilled piers vs. shallow foundations. Total and differential settlements of the tower foundations bearing on competent bedrock, using the recommended bearing pressure would be less than 1/2 in.

The following construction considerations are recommended for drilled shaft construction:

- Provide a minimum drilled shaft diameter of 30 inches to reasonably enter the drilled shaft excavation for cleaning, bottom preparation, and observation.
- Specify concrete slumps ranging from 6 to 8 inches for the drilled shaft construction. These slumps are recommended to fill irregularities along the sides and bottom of the drilled shaft, displace water as it is placed, and permit placement of reinforcing cages into the fluid concrete.
- Install a temporary protective steel casing to prevent side wall collapse, prevent excessive mud and water intrusion, and to allow workers to safely enter, clean and observe the drilled shaft.

3.1 Site Development and Foundations (cont.)

DRILLED PIERS (CONT.)

- Observe the drilled shaft excavation after the bottom of the hole is leveled, cleaned of any mud or extraneous material, and de-watered.
- Clean the socket "face" prior to concrete placements. Cleaning will require hand cleaning or washing if a mud smear forms on the face of the rock. The geotechnical engineer should approve the rock socket surface prior to concrete placement.
- The protective steel casing may be extracted as the concrete is placed provided a sufficient head of concrete is maintained inside the steel casing to prevent soil or water intrusion into the newly placed concrete.

The protective steel casing may be extracted as the concrete is placed provided a sufficient head of concrete is maintained inside the steel casing to prevent soil or water intrusion into the newly placed concrete. Drilled shafts with diameters of 30 inches or greater are large enough to allow a down-hole inspection of the bearing conditions. A 2-inch diameter probe hole should be drilled to a depth of 5 feet into the rock-bearing material for all drilled piers. These probe holes are usually drilled with a pneumatic percussion drill. The engineer should check the probe hole using a hooked-end steel feeler rod to assess the rock continuity and to check for the presence of voids in the limestone. If this check indicates a discontinuity in the rock, the drilled shaft should be excavated deeper. Additional probe holes may be required by the geotechnical engineer to check foundations supported on marginal material.

3.1 Site Development and Foundations (cont.)

Building Foundations

The proposed equipment cabinet(s) can be supported on conventional shallow foundations. The footings can be proportioned using a net allowable bearing capacity of 3,000 psf. Site Classification B can be used for seismic design. Wall footings must be at least 16 in. wide and column footings must be at least 24 in. wide to provide an adequate factor of safety for bearing capacity. All exterior footings and footings in unheated areas must bear at least 30 inches below final exterior grade for frost protection. Interior footings in heated areas can bear at nominal depths below the floor (at least 12 inches). Upon approval of the subgrade, it is recommended that the cabinet floor slab be supported on a 6-in. layer of KY Dense Graded Aggregate (DGA) crushed limestone compacted to 100 percent of the standard Proctor.

3.2 Pavements

All pavement subgrade surfaces should be uniformly sloped to facilitate drainage and to avoid ponding of water beneath the pavement. Assuming proper subgrade preparation and drainage, a California Bearing Ratio (CBR) value of 3 is recommended.

We anticipate that the access drive would be limited to automobiles and light trucks on a limited basis. The following asphalt pavement section is recommended.

<i>Light Truck Areas</i>	2.0 in. asphalt concrete base
	8.0 in. KY DGA

All paving material should comply with the current Kentucky Department of Highway Specifications. The DGA granular base should be compacted to at least 98 percent of the standard Proctor maximum dry density (ASTM D-698). It should not be expected that the pavement would be maintenance free. However, the required maintenance work should be within normal limits.

3.2 Pavements (cont.)

If a granular pavement section is used the following section is recommended:

<i>Light Truck Areas</i>	4.0 in. KY DGA
	6.0 in. KY No. 3 Crushed Limestone
	6 oz. Nonwoven Filter Fabric

4.0 CONSTRUCTION RECOMMENDATIONS

Variations in subsurface conditions must be expected during construction. It is therefore recommended that the geotechnical engineer be retained to review the soils-related phases of the project and to correlate the subsurface data with the soil conditions that are encountered during construction.

4.1 Subgrade Preparation

Prior to construction or the placement of new engineered fill, the exposed subgrade should be evaluated by the project geotechnical engineer. The evaluation should include proofrolling of the exposed subgrade with a loaded dump truck. If unsuitable material were disclosed, the geotechnical engineer would recommend an appropriate remedial measure at that time. The silty clay soils encountered just beneath the pavement surface will be sensitive to moisture and heavy construction equipment, and may require aeration and re-compaction or undercutting to reach firm subgrade. The severity of this potential problem depends to a great extent on the weather conditions prevailing during construction.

The contractor should exercise discretion when selecting equipment sizes and also control surface water while the subgrade soils are exposed. It may be necessary to undercut and stabilize the proposed pavement areas with crushed stone, or use a geotextile fabric to improve the subgrade, especially if the sitework is done during wet weather conditions.

4.2 Engineered Fill

Engineered fill should be placed on a prepared subgrade that has been evaluated by the geotechnical engineer. Engineered fill should be compacted to at least 98 percent of the standard Proctor maximum dry density (ASTM D-698). The geotechnical engineer or his representative should monitor engineered fill placement and compaction operations.

Field density tests should be performed on each lift as necessary to insure that the specified compaction is being achieved. Fill should be placed in horizontal lifts and each lift should be compacted to the specified density. Lift thickness of 8 in. and 12 in. should be used for clayey soils and granular soils, respectively. The on site soils are suitable for use as engineered fill.

4.3 Foundation Excavations

All concrete for foundations should be poured the same day the excavation is made. If this is not practical, the foundation excavation should be adequately protected. Soils exposed in the base of all excavations must be protected against rain and freezing. Surface water should be drained away from all excavations and not allowed to pond.

4.4 Construction Dewatering

At the time of our field investigation, no groundwater was encountered in the depths explored by our borings. Therefore, the water level appeared to be below the expected maximum excavation depth at the site for the expected foundations. However, due to seasonal variations in rainfall, local groundwater levels could rise to above the bottom of the excavation. Recommendations for construction dewatering can be made during construction if needed.

5.0 QUALIFICATIONS

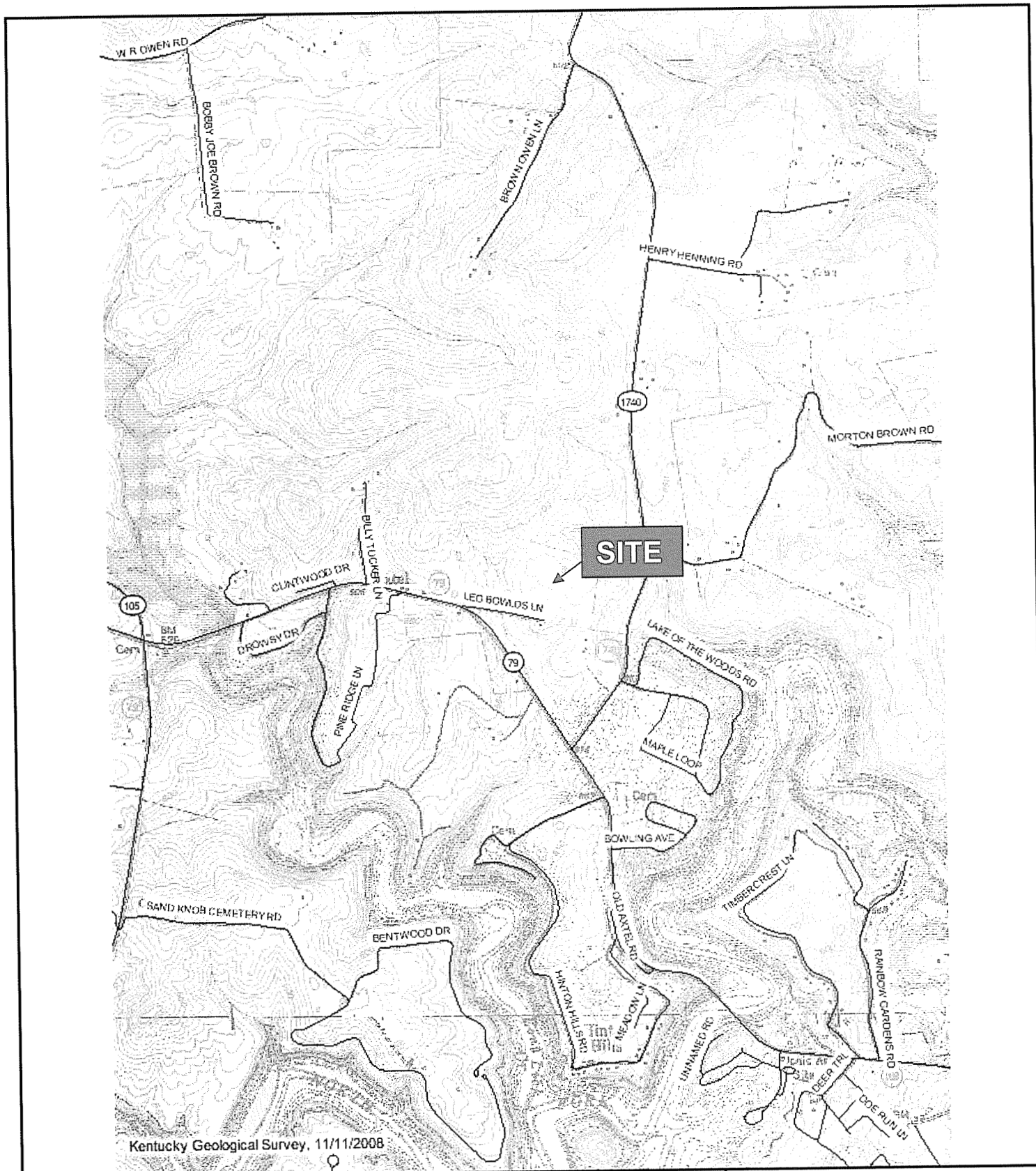
Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either express or implied. Asher, Inc. is not responsible for the independent conclusion, opinions or recommendations made by others based on the field exploration and laboratory test data presented in this report.

The nature and extent of variation and change in the subsurface conditions at the site may not become evident until the course of construction. Construction monitoring by the geotechnical engineer or his representative is therefore considered necessary to verify the subsurface conditions and to check that the soil connected construction phases are properly carried out. If significant variations or changes are in evidence, it may then be necessary to reevaluate the recommendations of this report.

Furthermore, if the project characteristics are altered significantly from those discussed in this report, if the project information contained in this report is incorrect, or if additional information becomes available, a review must be made to determine if any modification in the recommendations will be required.

APPENDIX

**Site Location Plan
Aerial Photograph
Geologic Map
Geologic Map Legend
Location of Test Borings
Test Boring Logs**



ECA

ASHER, INC.

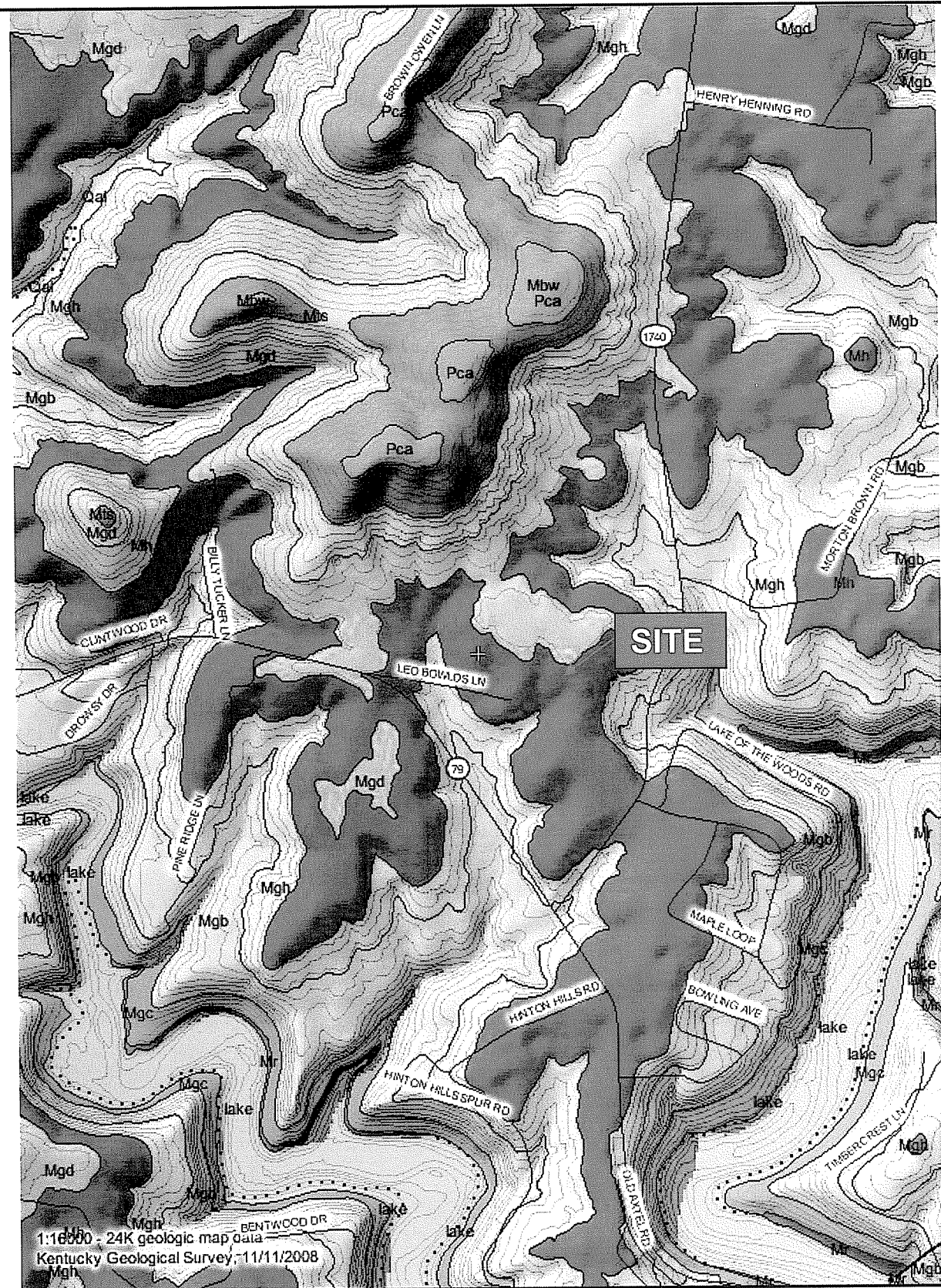
Figure 1 - Site Location Plan
 Rough 1 Tower Site
 Axtel, Kentucky
 Breckinridge County
 Asher Project Number: 008-221D



ECA

ASHER, INC.

Figure 2 – Aerial Photo
Rough 1 Tower Site
Axtel, Kentucky
Breckinridge County
Asher Project Number: 008-221D



1:16000 - 24K geologic map data
 Kentucky Geological Survey, 11/11/2008

ECA

ASHER, INC.

Figure 3 – Geologic Map

Rough 1 Tower Site
 Axtel, Kentucky
 Breckinridge County
 Asher Project Number: 008-221D

Kentucky Geological Survey Geologic Information Service

Geologic and feature descriptions for visible themes

- [Print This Page](#)

- ID Location Info:

KY Single Zone (north,east): 3758557 6172841, 4713721.85415753

NAD-83 Decimal Degree (lat,lon): 37.643159, -86.466785

State: Kentucky

County: Breckinridge

Quadrangle (tile code): Kingswood (M26)

Elevation: 660

- Legend and descriptions for geologic units in the ID location:


- [Hide Clipped Stratigraphic Column Images](#)

- **Note:** Economic descriptions in this report are historic in nature and may not reflect current conditions

Description Source:

Geologic map of the Kingswood quadrangle, Breckinridge County, Kentucky

- [view stratigraphic column \(.pdf\) for this quadrangle: GQ-1447](#)

Mh	<p>Hardinsburg Sandstone (Upper Mississippian - Upper Mississippian)</p> <p>USGS Unit Info: GEOLEX (id: 1972)</p> <p>Mapped or described as these unit(s) on the original GQ:</p> <p>HARDINBURG SANDSTONE USGS Unit Info: GEOLEX (id: 1972) Primary Lithology: Siltstone and shale Siltstone and shale: Siltstone, light-gray, weathers light brown; thin bedded, in part argillaceous. Shale, light- to medium-gray and olive-brown, partly silty.</p> <p>Sandstone and siltstone: Sandstone, very light to light-gray and light-brown, weathers medium brown to yellowish brown to reddish brown; fine grained; thick to thin bedded but most commonly medium bedded, locally massive bedded; crossbeds, ripple marks, and sole markings common; few casts and impressions of plants; light-gray clay pellets common near base of unit. Siltstone, light-gray, thin-bedded, in part argillaceous; some beds micaceous.</p>	<p>Hardinsburg Sandstone (GQ-1447):</p> <p> image for Hardinsburg Sandstone (GQ-1447) - IF READING THIS ON A NORMAL PAGE DISPLAY, THE IMAGE FOR THIS UNIT IS NOT AVAILABLE</p>
----	---	--

- Lithologic and landform descriptions from SITES in the ID location or area:

- no descriptions from sites found

- Database Features:

(these are primarily the "Point overlay" features)

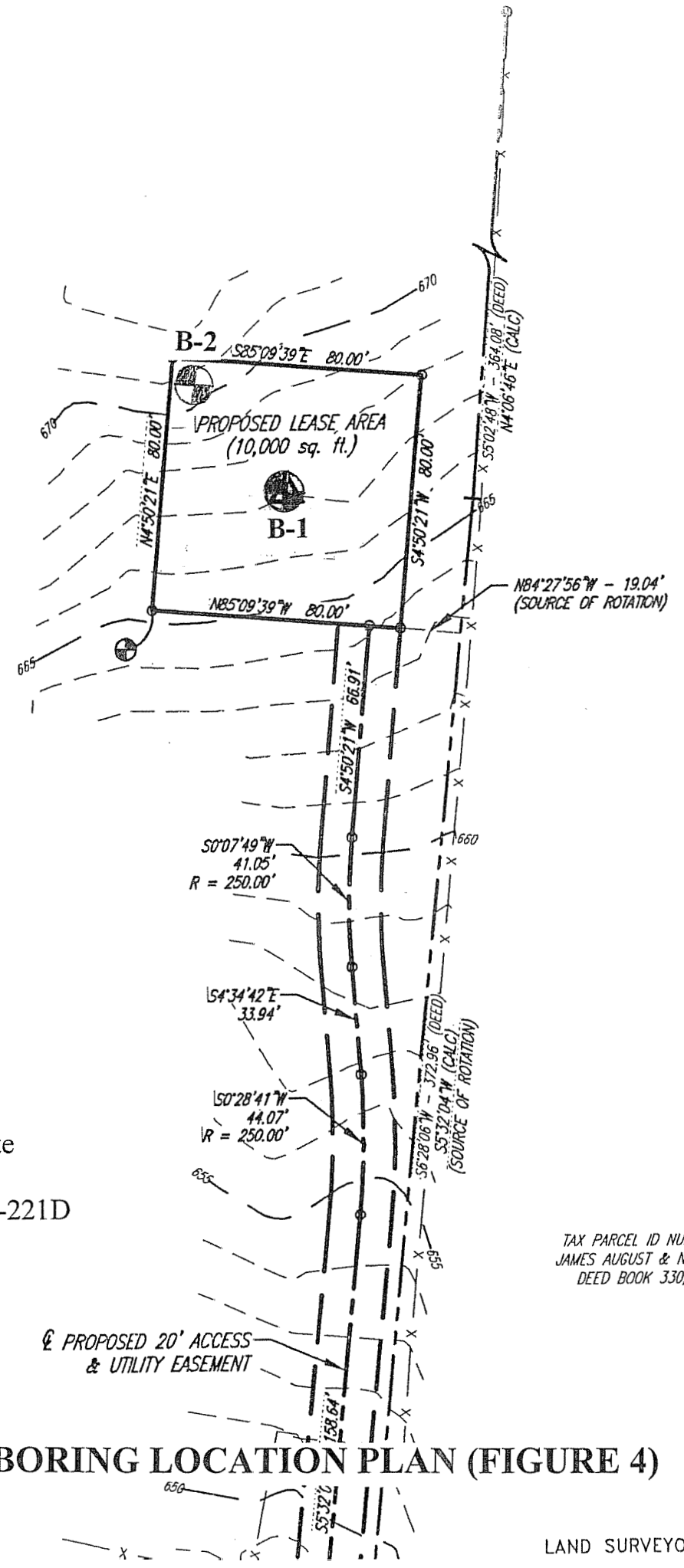
Photo Information:

**no photo found at location

[PRINT THIS PAGE](#)

GRID NORTH BY G.P.S. OBSERVATION, ±10 SECONDS
 26' 05"

ON THE KENTUCKY COORDINATE SYSTEM, NE AND WAS DETERMINED FROM G.P.S. OCTOBER 17, 2008.



Rough 1 Tower Site
 Axtel, Kentucky
 Asher Project: 008-221D
 Client: ECA

TAX PARCEL ID NUMBER: 77-32
 JAMES AUGUST & NANCY HENNING
 DEED BOOK 330, PAGE 546

BORING LOCATION PLAN (FIGURE 4)

- WENT
- STE PIPE
- PIPE
- LINE
-
-
-
-
-
-

BORING LOG

ASHER, INC.
P.O. Box 17534
Louisville, KY 402017
(502) 589-0073

Boring No.: B-1

ELEV.: 667.0

Project: Rough 1 Tower Site

Asher Project No.: 008-221D

Location: Axtel, KY

Client: ECA

Date: November 7, 2008

Elev (feet)	Depth (feet)	Sample Number	SPT Blows / 6"	N	Percent Moisture	Description of Material
		1	6-7-11	18		FAT CLAY (CH), w/ rock fragments, VERY STIFF to HARD, orangish brown and gray, moist
		2	12-15-19	34	20.6	
	5	3	50/3	50+	9.1	
			Rec. (%)		RQD (%)	Weathered Rock - SANDSTONE 4.3'-7.0'
662.0			62		0 Very Poor	Soil Seam - 7.0'-8.0'
	10					SANDSTONE - gray and light brown, HARD
			82		8 Very Poor	SILTSTONE and SHALE light to medium gray, w/ interbedded SANDSTONE, SOFT
	15					SANDSTONE w/ interbedded shale, dark gray light brown, MEDIUM HARD
			96		70 Fair	LIMESTONE, HARD, light gray
	20					CORING TERMINATED AT 20.0 FT.
	25					

Notes: No groundwater was encountered during drilling.
Topsoil - 2 in.
Elevations interpolated from the supplied Topographic Survey performed by FS Tan.
Rock Quality Designation (RQD)

BORING LOG

ASHER, INC.
P.O. Box 17534
Louisville, KY 402017
(502) 589-0073

Boring No.: B-2

ELEV.: 670.5

Project: Rough 1 Tower Site

Asher Project No.: 008-221D

Location: Axtel, KY

Client: ECA

Date: November 7, 2008

Elev (feet)	Depth (feet)	Sample Number	SPT Blows / 6"	N	Percent Moisture	Description of Material
		1	4-5-7	12		LEAN CLAY (CL), silty, STIFF to VERY STIFF, orangish brown and gray, moist
		2	6-9-14	23	13.3	
	5	3	5-9-12	21	24	FAT CLAY (CH), w/ rock fragments, VERY STIFF, orangish brown and gray, moist
		4	5-6-10	16	20.1	SILTSTONE - VERY STIFF, gray, dry
	10	5	13-22-50/1	50+	15.5	Weathered Rock - SANDSTONE, 10.1'-10.7'
659.8						AUGER REFUSAL AT 10.7 FT.
	15					
	20					
	25					

Notes: No groundwater was encountered during drilling.
Topsoil - 4 in.
Elevations interpolated from the supplied Topographic Survey performed by FS Tan.

Report Date
8/12/08 3:41 pm

Site Search Area Information

Original CER <input type="checkbox"/> Yes	CER Date: 8/12/08
---	-------------------

Site Location

Site Number:	9LV1109	Site Name:	Rough1
Latitude:	37° 38' 55.46"	Budget Year:	2009
Longitude:	86° 28' 9.86"	Corp Priority:	3
Elevation:	800	RF Area:	
County:	Breckenridge		
State:	KY		
Map Name:			
Map Scale:	24000		

Site Parameters

Expected Height:	250	Configuration:	2-2-2
Minimum Height:	240	Orientation:	0-90-220
Cabinets:		Antennas:	6
CGI:	310-26-2630-11094(2)(3)	Lines:	12

Coverage Objectives

To cover Roaming BID of Meade along Highways 79 and 259, and connect with new search rings 9LV1110 and 9LV1125.

Comments

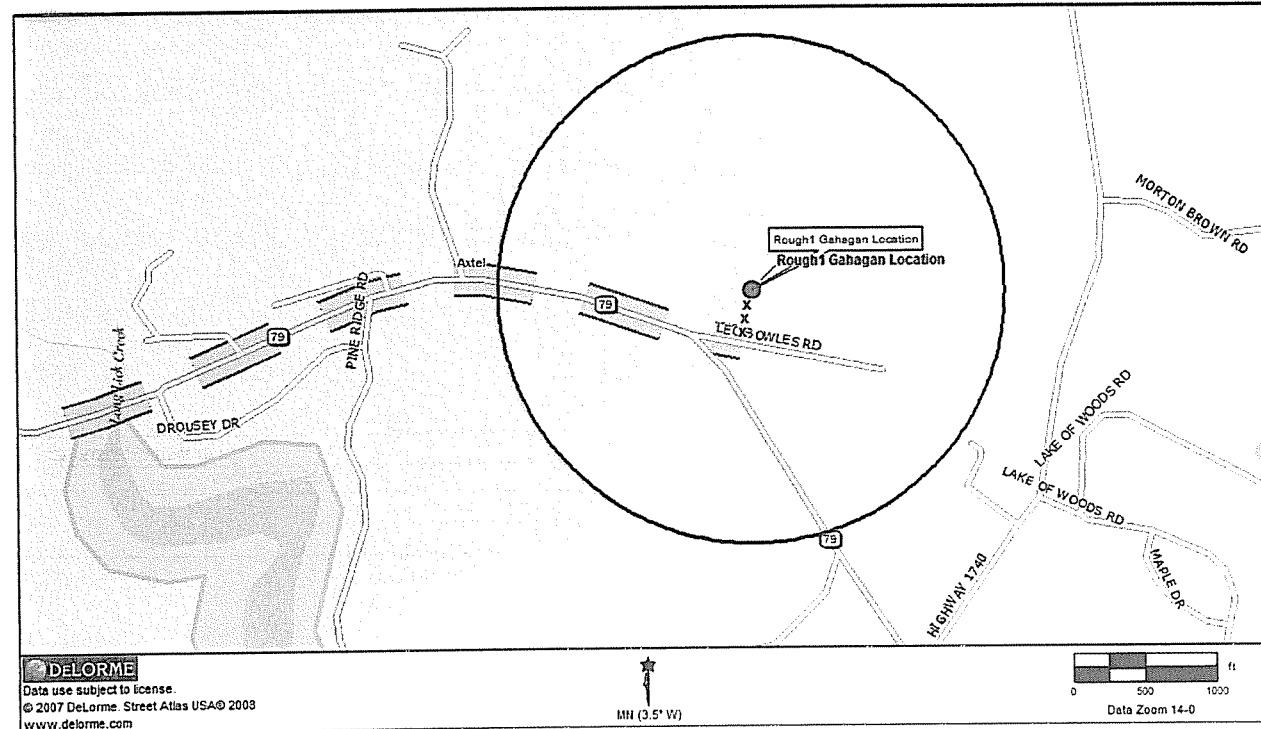
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Contact

RF Design Engineer: **Logan, Lathon** Phone:



MAP FROM RF SHOWING SEARCH AREA WITH CANDIDATE DEPICTED



F

Notice of Proposed Construction or Alteration - Off Airport

Project Name: T-MOB-000108637-08 **Sponsor:** T-Mobile

Details for Case : 9LV1109A Rough 1

Show Project Summary

Case Status	
ASN: 2008-ASO-6499-OE	Date Accepted: 12/03/2008
Status: Accepted	Date Determined:
	Letters: None
	Documents: None
Construction / Alteration Information	
Notice Of: Construction	Structure Summary
Duration: Permanent	Structure Type: Antenna Tower
<i>If Temporary :</i> Months: Days:	Structure Name: 9LV1109A Rough 1
Work Schedule - Start: 01/01/2009	FCC Number:
Work Schedule - End: 03/31/2009	Prior ASN:
State Filing: Filed with State	
Structure Details	
Latitude: 37° 38' 36.32" N	Common Frequency Bands
Longitude: 86° 27' 59.58" W	Low Freq High Freq Freq Unit ERP ERP Unit
Horizontal Datum: NAD83	806 824 MHz 500 W
Site Elevation (SE): 667 (nearest foot)	824 849 MHz 500 W
Structure Height (AGL): 260 (nearest foot)	851 866 MHz 500 W
Requested Marking/Lighting: Dual-red and medium intensity	869 894 MHz 500 W
<i>Other :</i>	896 901 MHz 500 W
Recommended Marking/Lighting:	901 902 MHz 7 W
Nearest City: Parkway Village	930 931 MHz 3500 W
Nearest State: Kentucky	931 932 MHz 3500 W
Description of Location: Rural Area.	932 932.5 MHz 17 dBW
Description of Proposal: Proposing a 250' self support tower with a 10' lightning arrestor.	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
	Specific Frequencies

G



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. T-Mobile USA Attn:Ken Bischoff 11509 Commonwealth Drive Louisville, KY 40299	9. Latitude: <u>37</u> ° <u>38</u> ' <u>36</u> " <u>32</u> " 10. Longitude: <u>86</u> ° <u>27</u> ' <u>59</u> " <u>58</u> " 11. Datum: <input checked="" type="checkbox"/> NAD83 <input type="checkbox"/> NAD27 <input type="checkbox"/> Other _____ 12. Nearest Kentucky City: <u>Hardinsburg</u> County <u>Breckinridge</u> 13. Nearest Kentucky public use or Military airport: <u>213: Rough River State Park</u> 14. Distance from #13 to Structure: <u>15539</u> ft 15. Direction from #13 to Structure: <u>223.74</u> degrees 16. Site Elevation (AMSL): <u>667.00</u> Feet 17. Total Structure Height (AGL): <u>260.00</u> Feet 18. Overall Height (#16 + #17) (AMSL): <u>927.00</u> Feet 19. Previous FAA and/or Kentucky Aeronautical Study Number(s): _____ 20. Description of Location: (Attach USGS 7.5 minute Quadrangle Map or an Airport layout Drawing with the precise site marked and any certified survey) <u>Leo Bowlds Road, Hardinsburg, KY 40143</u>
2. Representative of Applicant -- Name, Address, Telephone, Fax T-Mobile USA Attn:Kevin Blewitt 11509 Commonwealth Drive Louisville, KY 40299 Phone: (502) 297-6207, Fax (502) 297-6251	
3. Application for: <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Alteration <input type="checkbox"/> Existing 4. Duration: <input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Temporary (Months _____ Days _____) 5. Work Schedule: Start <u>1/1/2009</u> End <u>3/31/2009</u> 6. Type: <input checked="" type="checkbox"/> Antenna Tower <input type="checkbox"/> Crane <input type="checkbox"/> Building <input type="checkbox"/> Power Line <input type="checkbox"/> Landfill <input type="checkbox"/> Water Tank <input type="checkbox"/> Other _____ 7. Marking/Painting and/or Lighting Preferred: <input type="checkbox"/> Red Lights and Paint <input checked="" type="checkbox"/> Dual - Red & Medium Intensity White <input type="checkbox"/> White - Medium Intensity <input type="checkbox"/> Dual - Red & High Intensity White <input type="checkbox"/> White - High Intensity <input type="checkbox"/> Other _____ 8. FAA Aeronautical Study Number: <u>T-MOB-000108637-08</u>	

21. Description of Proposal:
 Erection of a 250' tower with a 10' lightning arrester.

22. Has a "NOTICE OF CONSTRUCTION OR ALTERATION" (FAA Form 7460-1) been filed with the Federal Aviation Administration?
 No Yes, When December 03, 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.

Kevin Blewitt, Senior RF Engineer	12/3/2008
Printed Name and Title	Signature
	Date

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

Commission Action: Chairman, KAZC Administrator, KAZC

Approved _____
 Disapproved _____ Date _____

McBRAYER, McGINNIS, LESLIE & KIRKLAND, ^{PLLC}
ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

201 E. Main Street, Suite 1000
Lexington, Kentucky 40507
(859) 231-8780
(859) 231-6518

January 13, 2009

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Hon. Ray Powers
Breckinridge County Judge
PO Box 227
Hardinsburg, KY 40143

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2009-00006 (The “9LV1109/Rough 1” Facility)**

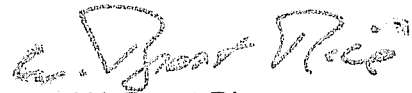
Dear Judge Powers:

Powertel/Memphis, Inc. d/b/a T-Mobile has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 255' self-supporting tower, including attached antennas and an equipment shelter to be located at Leo Bowlds Road County, Kentucky. The proposed facility will improve coverage in this area of Breckinridge County and will provide 911 emergency coverage. A map showing the location of the proposed new facility is enclosed.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. Your initial communication to the Commission must be received by the Commission within 20 days of the date of this letter as shown above.

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to **Case No. 2009-00006** in your correspondence. If I can be of assistance to you, please do not hesitate to call me.

Sincerely,



W. Brent Rice
Counsel for Powertel/Memphis, Inc.

WBR/dkw
Enclosure

Powertel/Memphis, Inc. d/b/a T-Mobile

9LV1109/Rough 1 Site

Adjoining Property Owners

Mr. and Mrs. Robert T. Gahagan
P.O. Box 362
McDaniels, KY 40152-0362

Mr. Ronald L. Rowzee
PO Box 256
McDaniels, KY 40152

Mr. and Mrs. Bobby Joe Brown
648 Brown Owen Lane
Hardinsburg, KY 40143

Mr. and Mrs. Vernon E. Spalding
3030 Knox Avenue
Vine Grove, KY 40175

Mr. and Mrs. James August Henning
10362 S. Hwy. 259
McDaniels, KY 40152

George Fentress Family LLC
2230 Junction Road
Falls of Rough, KY 40119

Ms. Rebecca Hinton
Ms. Donna J. Dietrich
176 Leo Bowlds Lane
Hardinsburg, KY 40143

Mr. and Mrs. Daniel A. Henning
PO Box 412
Hardinsburg, KY 40143

Mr. and Mrs. Noel L. Rudolph
6982 Hwy 1740
Hardinsburg, KY 40143

Ms. Virginia Phelps
1515 Fairview Boling Springs Road
Bowling Green, KY 42101

Mr. and Mrs. Thomas G. McCauley
P.O. Box 42
McDaniels, KY 40152

Ms. Regina Margaret Mattingly
193 Leo Bowlds Lane
Hardinsburg, KY 40143

McBRAYER, MCGINNIS, LESLIE & KIRKLAND, PLLC
ATTORNEYS-AT-LAW

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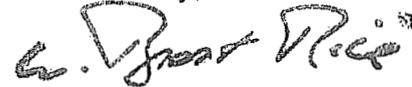
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Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to **Case No. 2009-00006** in your correspondence.

Sincerely,



W. Brent Rice
Counsel for Powertel/Memphis, Inc.

WBR/dkw
Enclosure

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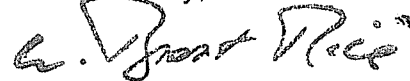
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Sincerely,



W. Brent Rice
Counsel for Powertel/Memphis, Inc.

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Enclosure

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January 13, 2009

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10362 S. Hwy. 259
McDaniels, KY 40152

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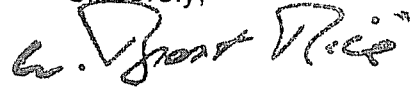
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Powertel/Memphis, Inc. d/b/a T-Mobile has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 255' self-supporting tower, including attached antennas and an equipment shelter to be located at Leo Bowlds Road, Hardinsburg, Breckinridge County, Kentucky. The proposed facility will improve coverage in this area of Breckinridge County and provide 911 emergency coverage. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility or are a contiguous property owner.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. Your initial communication the Commission must be received by the Commission within 20 days of the date of this letter as shown above.

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to **Case No. 2009-00006** in your correspondence.

Sincerely,



W. Brent Rice
Counsel for Powertel/Memphis, Inc.

WBR/dkw
Enclosure

McBRAYER, McGINNIS, LESLIE & KIRKLAND,^{PLLC}
ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

201 E. Main Street, Suite 1000
Lexington, Kentucky 40507
(859) 231-8780
(859) 231-6518

January 13, 2009

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Ms. Rebecca Hinton
Ms. Donna J. Dietrich
176 Leo Bowlds Lane
Hardinsburg, KY 40143

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2009-00006 (The “9LV1109/Rough 1” Facility)**

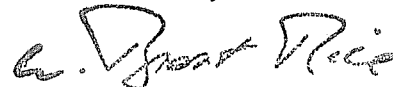
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Lexington, Kentucky 40507
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January 13, 2009

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. and Mrs. Noel L. Rudolph
6982 Hwy 1740
Hardinsburg, KY 40143

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2009-00006 (The “9LV1109/Rough 1” Facility)**

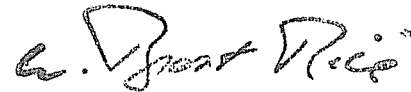
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Lexington, Kentucky 40507
(859) 231-8780
(859) 231-6518

January 13, 2009

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. and Mrs. Thomas G. McCauley
P.O. Box 42
McDaniels, KY 40152

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2009-00006 (The “9LV1109/Rough 1” Facility)**

Dear Property Owner:

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Sincerely,



W. Brent Rice
Counsel for Powertel/Memphis, Inc.

WBR/dkw
Enclosure

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brice@mmlk.com

201 E. Main Street, Suite 1000
Lexington, Kentucky 40507
(859) 231-8780
(859) 231-6518

January 13, 2009

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. Ronald L. Rowzee
PO Box 256
McDaniels, KY 40152

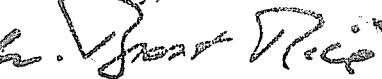
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Case No. 2009-00006 (The “9LV1109/Rough 1” Facility)**

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Sincerely,


W. Brent Rice
Counsel for Powertel/Memphis, Inc.

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Lexington, Kentucky 40507
(859) 231-8780
(859) 231-6518

January 13, 2009

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. and Mrs. Vernon E. Spalding
3030 Knox Avenue
Vine Grove, KY 40175

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2009-00006 (The “9LV1109/Rough 1” Facility)**

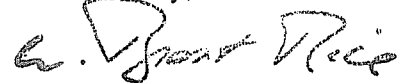
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W. Brent Rice
Counsel for Powertel/Memphis, Inc.

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Lexington, Kentucky 40507
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(859) 231-6518

January 13, 2009

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

George Fentress Family LLC
2230 Junction Road
Falls of Rough, KY 40119

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2009-00006 (The “9LV1109/Rough 1” Facility)**

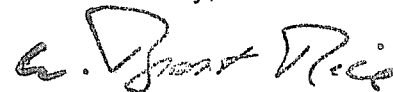
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Counsel for Powertel/Memphis, Inc.

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Lexington, Kentucky 40507
(859) 231-8780
(859) 231-6518

January 13, 2009

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. and Mrs. Daniel A. Henning
PO Box 412
Hardinsburg, KY 40143

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2009-00006 (The “9LV1109/Rough 1” Facility)**

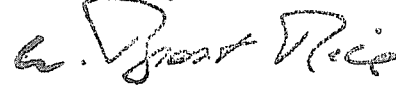
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Lexington, Kentucky 40507
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(859) 231-6518

January 13, 2009

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Ms. Virginia Phelps
1515 Fairview Boling Springs Road
Bowling Green, KY 42101

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2009-00006 (The “9LV1109/Rough 1” Facility)**

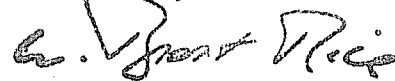
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Sincerely,



W. Brent Rice
Counsel for Powertel/Memphis, Inc.

WBR/dkw
Enclosure

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between Robert T. Gahagan and Philippa M. Gahagan, individuals ("Landlord") and Powertel Memphis, Inc., a Delaware corporation ("Tenant").

1. Option to Lease

(a) In consideration of the payment of _____ ("Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional six (6) months upon written notice to Landlord and payment of the sum of _____ ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communications Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at SR 79 and Leo Bowlds Road, Hardinsburg, Breckinridge, KY 40152, comprises approximately 3,600 square feet.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Renewal. Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

4. Rent

(a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, per month ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant. Landlord, its successors, assigns and/or designee, if any, will submit to Tenant any documents required by Tenant in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

~~(b) During the Initial Term and any Renewal Terms, monthly Rent shall be adjusted, effective on the first day of each year of the Initial or Renewal Term, and on each such subsequent anniversary thereof, to an amount equal to _____ of the monthly Rent in effect immediately prior to the adjustment date.~~

5. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not

cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

~~(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location-based system, as such location-based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.~~

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant.

(g) Landlord shall maintain and repair all access roadways from the nearest public roadway to the Premises 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.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate

awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10. In the event real property taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.

11. Insurance and Subrogation and Indemnification

(a) Tenant will maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

(c) Subject to the property insurance waivers set forth in subsection 11(b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(d) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(e) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator

With a copy to:
Attn: Legal Dept.

And with a copy to:
Powertel Memphis, Inc.
3800 Ezell
Nashville, TN 37211
Attn: Lease Administration Manager

With a copy to:

Attn: Legal Dept.

If to Landlord, to:
Robert T. Gahagan
PO Box 362
McDaniels, KY 40152

Send Rent payments to:
Robert T. Gahagan and Philippa M. Gahagan
PO Box 362
McDaniels, KY 40152

And with a copy to:

13. Quiet Enjoyment, Title and Authority. As of the Effective Date and at all times during the Initial Term and any Renewal Terms of this Lease, Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute and perform this Lease; (ii) Landlord has good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to Tenant and which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord.

Landlord shall have the right to assign or otherwise transfer this Lease and the Easements granted herein, upon written notice to Tenant except for the following; any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property, shall require the prior written consent of Tenant which may be withheld in Tenant's sole discretion. Upon Tenant's receipt of (i) an executed deed or assignment and (ii) an IRS Form W-9 from assignee, and subject to Tenant's consent, if required, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

Additionally, notwithstanding anything to the contrary above, Landlord or Tenant may, upon notice to the other, grant a security interest in this Lease (and as regards the Tenant, in the Antenna Facilities), and may collaterally assign this Lease (and as regards the Tenant, in the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord or Tenant, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

18 Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by Tenant.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.

(e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.


(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

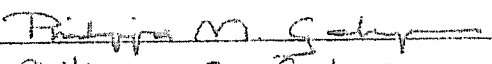
(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: Robert T. Gahagan

By: 
Printed Name: ROBERT T. GAHAGAN
Title: LANDLORD
Date: 11/11/2008

LANDLORD: Philippa M. Gahagan

By: 
Printed Name: Philippa M. Gahagan
Title: Landowner
Date: 11/11/2008

TENANT: Powertel Memphis, Inc.

By: _____

Printed Name: Tami Nystrom

Title: Area Director of Engineering

Date: _____

T-Mobile Legal Approval

Site Number: 9LV1109
Site Name: Rough1
Market: Louisiana

6

EXHIBIT A
Legal Description

The Property is legally described as follows:
[Enter legal description here or on attachment(s).]

EXHIBIT B

The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:

[Enter Premises description here or on attachment(s)]

Site Number: 9LV1109
Site Name: Round
City: Louisville

EXHIBIT C

**Memorandum
of
Lease**

MEMORANDUM OF LEASE

Assessor's Parcel Number: Map 63 Parcel 21

Between Robert T. Gahagan and Philippa M. Gahagan ("Landlord") and Powertel Memphis, Inc. ("Tenant")

A Site Lease with Option (the "Lease") by and between Robert T. Gahagan and Philippa M. Gahagan, individuals ("Landlord") and Powertel Memphis, Inc., a Delaware corporation ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of twelve (12) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional six (6) month renewal ("Optional Period").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Robert T. Gahagan

By: _____
Printed Name: _____
Title: _____
Date: _____

LANDLORD: Philippa M. Gahagan

By: _____
Printed Name: _____
Title: _____
Date: _____

TENANT: Powertel Memphis, Inc.

By: _____
Printed Name: Tami Nystrom
Title: Area Director of Engineering
Date: _____
Printed Name: _____

[Notary block for Landlord]

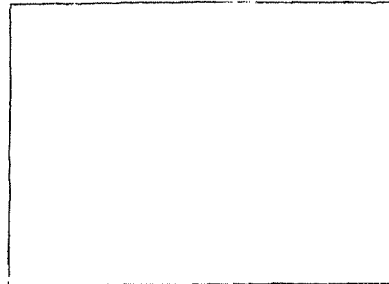
[Landlord Notary block for an Individual]

STATE OF Kentucky)
) ss.
COUNTY OF Breckinridge)

November 11, 2008

This instrument was acknowledged before me on _____ by Robert T. Gahagan and Philippa M. Gahagan.

Dated: 11/11/08



(Use this space for notary stamp/seal)

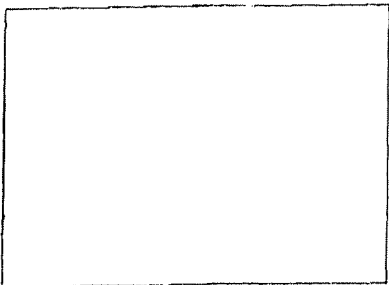
Donna G. Dunn
Notary Public
Print Name Donna G. Dunn
My commission expires 8-1-2011

[Notary block for Tenant]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Tami Nystrom is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Area Director of Engineering of Powertel Memphis, Inc., a Delaware corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

Memorandum of Lease Exhibit A
Legal Description

The Property is legally described as follows:

ADDENDUM TO SITE LEASE WITH OPTION
[Additional Terms]

In the event of conflict or inconsistency between the terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

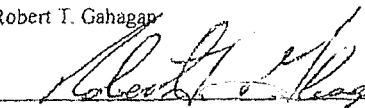
Section 4 (b) will be deleted and replaced as follows:

(b) During the Initial Term and any Renewal Term, the Monthly Rent shall be adjusted, effective on each anniversary of the Commencement Date to an amount equal to the Monthly Rent in effect immediately prior to the adjustment date.

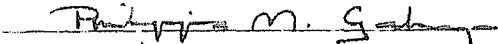
Section 7 (a) will be deleted and replaced as follows:

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Upon expiration or termination of the Lease, Tenant shall remove all above ground improvements of the Antenna Facilities and any below ground improvements to a depth of 24 inches (24") and restore the Premises to a condition that existed prior to the Commencement Date of this Lease, ordinary wear and tear and acts of nature excepted. Tenant shall install lighting in accordance with FAA or other governing jurisdiction who has the authority to dictate lighting standards for PCS telecommunication towers. Red lighting is currently an accepted FAA lighting option. Should Tenant place lights on the tower, Tenant shall install an FAA accepted red lighting package and such package will remain in place for the duration of the lease or until such time as the FAA or other governing jurisdiction dictate a change be made. In the event regulations concerning tower lighting change prior to start of construction or subsequent to completion of construction of the tower, the tenant agrees to provide the landlord a copy of the new regulation directing the change. Any damages to the Property caused by Tenant during construction or maintenance of the tower, shall be repaired by Tenant within sixty (60) days of receipt of written notice to Tenant from Landlord.

LANDLORD: Robert T. Gahagan

By: 
Printed Name: ROBERT T. GAHAGAN
Title: LAND OWNER
Date: 11/11/2008

LANDLORD: Philippa M. Gahagan

By: 
Printed Name: Philippa M. Gahagan
Title: landowner
Date: 11/11/08

TENANT: Powertel Memphis, Inc.

By: _____
Printed Name: Tami Nystrom
Title: Area Director of Engineering
Date: _____

GENERAL NOTES:

1. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE COUNTY OF BRECKINRIDGE REGULATIONS.
2. CONTRACTOR SHALL NOTIFY ALL UTILITIES AT LEAST 24 HOURS PRIOR TO START OF CONSTRUCTION TO VERIFY LOCATION OF ALL UTILITIES SHOWN OR NOT SHOWN.
3. ALL UTILITIES WITHIN ROADWAY SHALL BE BACKFILLED WITH STONE.
4. CONTRACTOR SHALL REPAIR AT HIS EXPENSE DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO DRAINAGE, UTILITIES, PAVEMENT, STRIPPING, CURBS, ETC.. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL UNUSABLE MATERIALS FROM THE SITE.
6. CONTRACTOR SHALL COORDINATE WITH POWER COMPANY PROVIDING TEMPORARY SERVICE FOR CONSTRUCTION FACILITIES DURING CONSTRUCTION.
7. THE CONTRACTOR IS SPECIFICALLY CAUTIONED ABOUT THE LOCATION AND/OR ELEVATIONS OF EXISTING UTILITIES SHOWN ON THIS DRAWING. THEY ARE BASED UPON RECORDS FROM VARIOUS UTILITY COMPANIES, DEEDS, AND PLATS OF RECORD, AND WHERE POSSIBLE ACTUAL FIELD MEASUREMENTS. THIS INFORMATION IS NOT TO BE TAKEN EXACT OR COMPLETE.
8. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE EXACT LOCATION OF EXISTING UTILITIES WHICH MAY CONFLICT WITH PROPOSED IMPROVEMENTS.
9. THIS PROJECT WILL NOT REQUIRE WATER OR SEWER SERVICE.
10. CONTRACTOR SHALL REMOVE ANY DIRT OR MUD FROM TIRES OF ANY CONSTRUCTION VEHICLES PRIOR TO LEAVING SITE.
11. REFER TO BUILDING/TOWER PLANS FOR PROPOSED DIMENSIONS AND OTHER SPECIFICS WHICH ARE NOT SHOWN.
12. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING A PROPER TRAFFIC CONTROL PLAN FOR PUBLIC SAFETY ADJACENT TO CONSTRUCTION SITE. THE TRAFFIC CONTROL PLAN MUST BE IN ACCORDANCE WITH LATEST MUTCD EDITION.
13. CONTACT LOCAL GOVERNING JURISDICTION FOR TYPE AND SIZE OF GENERATOR FUEL LINE PRIOR TO INSTALLATION.

ELECTRIC CO.:

MEADE COUNTY RECC
CUSTOMER SERVICE
(877) 276-5353

TELEPHONE CO.:

AT&T
CUSTOMER SERVICE
TBD

PERMIT JURISDICTION:

BRECKINRIDGE COUNTY

LESSOR:

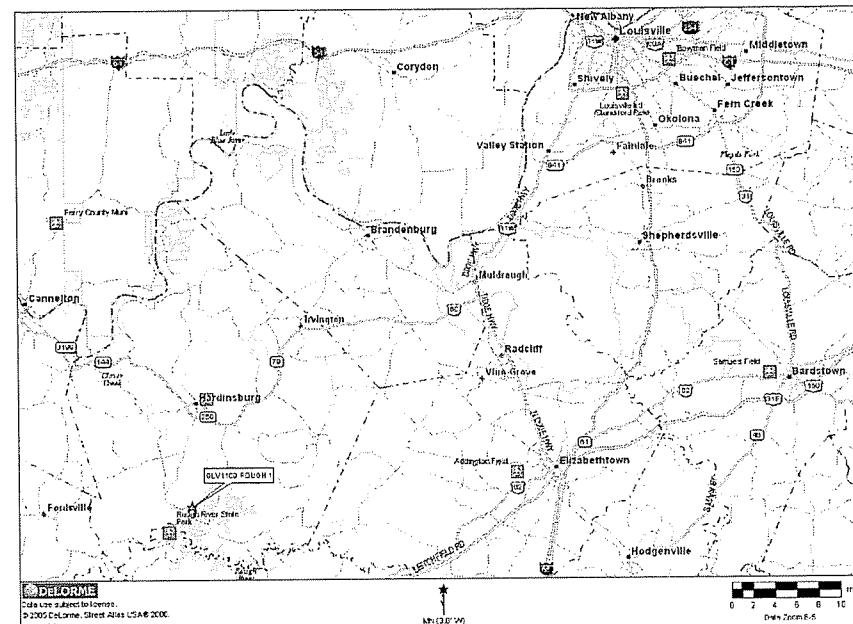
ROBERT AND PHILIPPA GAHAGAN
PO BOX 362
MCDANIELS, KY 40152
(270) 257-2581

SITE DEVELOPMENT PLANS FOR POWERTEL / MEMPHIS, INC.

SITE #: 9LV1109A

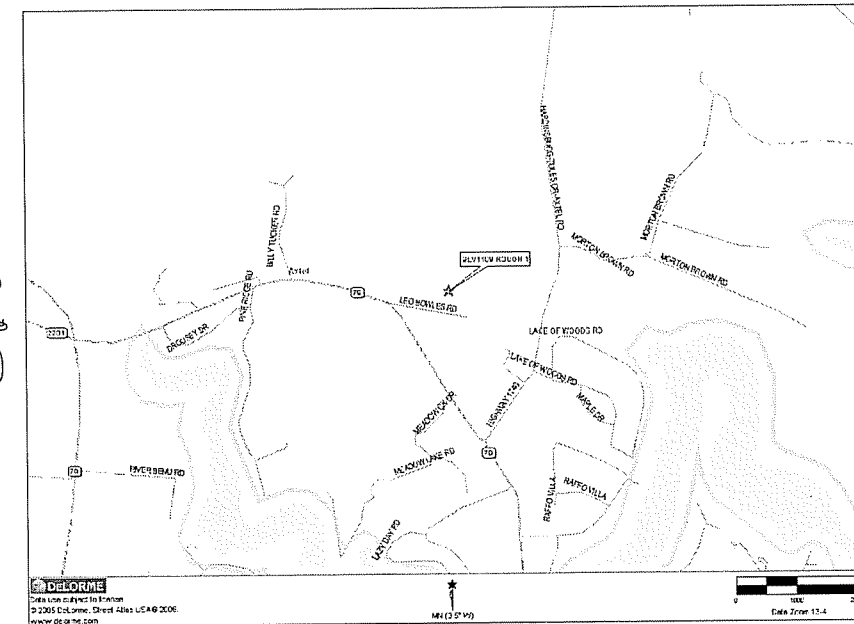
SITE NAME: ROUGH 1

SITE ADDRESS: LEO BOWLDS RD
HARDINSBURG, KENTUCKY 40143



DIRECTIONS:

FROM LEITCHFIELD, KY., GO NORTH ON HWY 737 APPROX. 9.5 MI. GO LEFT ON HWY 259 APPROX. 3.9 MI. TO INTERSECTION OF HWY 79. GO LEFT ON HWY 79 APPROX. 2.4 MI. TURN RIGHT ON LEO BOWLDS ROAD. SITE IS AHEAD ON THE LEFT.



VICINITY MAP

NOT TO SCALE

SURVEY COORDINATES:

LATITUDE: N 37°38'36.32"
LONGITUDE: W 86°27'59.98"
GROUND ELEV: 667' AMSL

LESSEE:



POWERTEL / MEMPHIS, INC.
LOUISVILLE MARKET
11509 COMMONWEALTH DRIVE,
SUITE 9
LOUISVILLE, KENTUCKY 40299
CONTACT: REAL ESTATE

ENGINEER:



HARDY ENGINEERING, INC.

209 LINDEN STREET
TRUSSVILLE, ALABAMA 35173
CONTACT: TIM HARDY
PHONE: (205) 655-1427
MOBILE: (205) 222-7563

SIGNATURE AUTHORIZATIONS:

RF ENGINEER APPROVAL:
SIGNATURE _____ DATE: _____

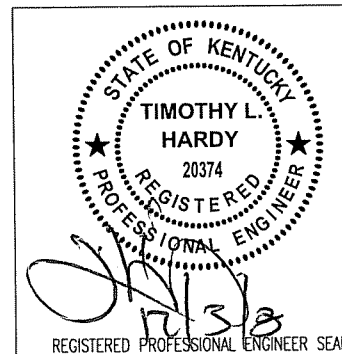
CONSTRUCTION MANAGER APPROVAL:
SIGNATURE _____ DATE: _____

SITE ACQUISITION AGENT APPROVAL:
SIGNATURE _____ DATE: _____

LAND OWNER APPROVAL:
SIGNATURE _____ DATE: _____

OPS APPROVAL:
SIGNATURE _____ DATE: _____

ZONING/PERMITTING APPROVAL:
SIGNATURE _____ DATE: _____



INDEX:

TITLE SHEET	REV.:	DATE:
T1		
C0		
C1		
C1.5		
C2		
C3		
C3.1		
C3.2		
C4		
C5		
C6		
C7		
C7.1		
C8		
C9		
C10		
C11		
C12		

DISTURBED AREA NOTES:

PROPOSED DISTURBED AREA = 9,447.71 SQUARE FEET

PROPOSED IMPERVIOUS AREA = 300.00 SQUARE FEET

TOTAL AREA OF SITE = 13,294.21 SQUARE FEET

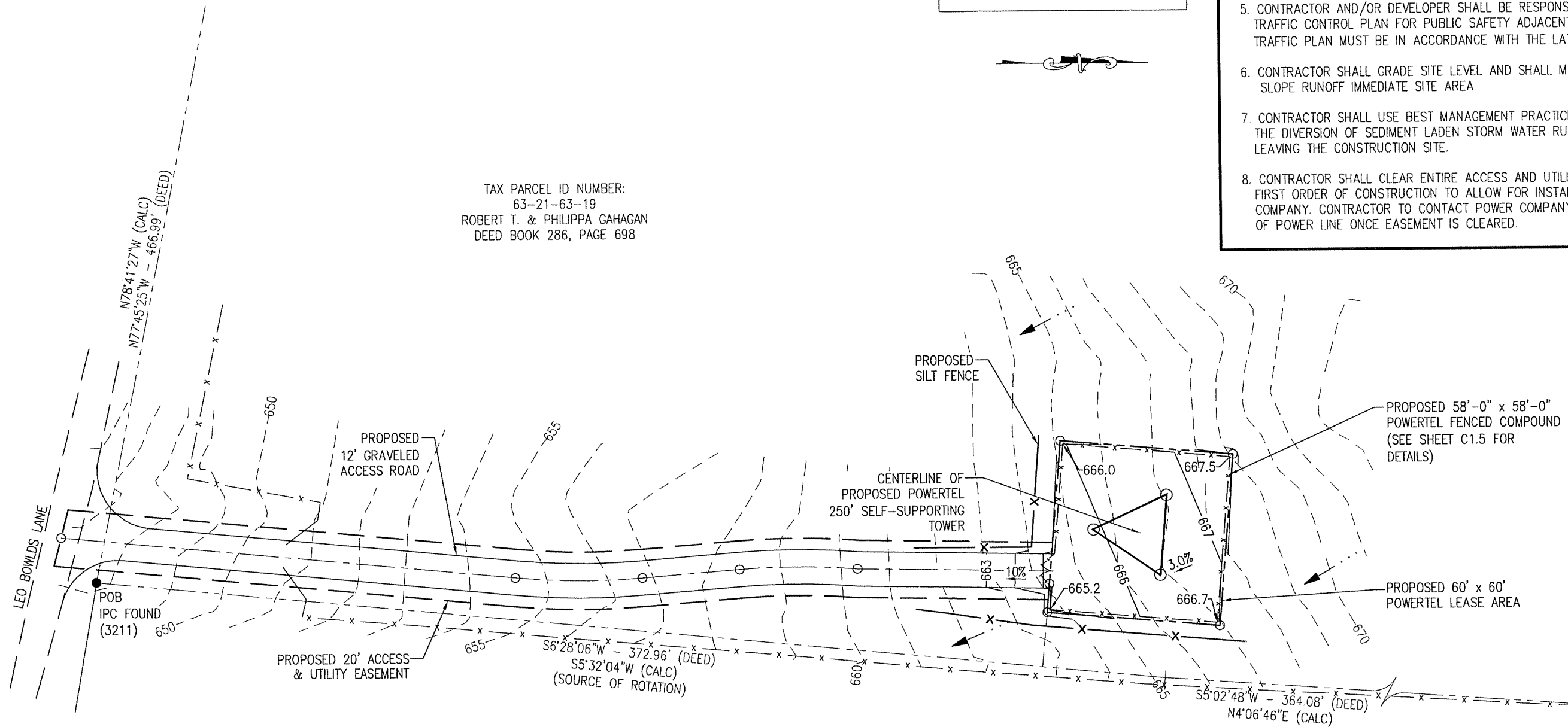
LEGEND	
	DRAINAGE FLOW LINE
	PROPOSED CONTOURS
	885 --- EXISTING CONTOURS
	CHAIN LINK FENCE
	SILT FENCE
	LEASE LINE



GRADING NOTES:

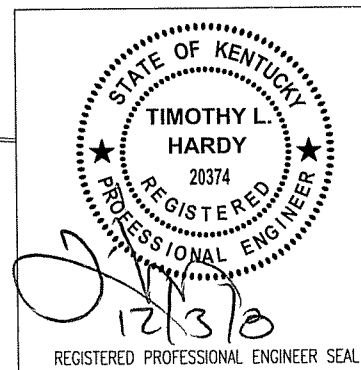
1. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH BRECKINRIDGE COUNTY REGULATIONS.
2. CONTRACTOR IS RESPONSIBLE FOR REMOVING AND DISPOSING OF ALL TREES AND OBSTRUCTIONS INSIDE THE LEASE AREA AND ACCESS EASEMENT.
3. CONTRACTOR AND/OR DEVELOPER SHALL BE RESPONSIBLE FOR CONSTRUCTION AND MAINTENANCE OF EROSION AND SEDIMENTATION CONTROLS DURING CONSTRUCTION FOR PROTECTION OF ADJACENT PROPERTIES, ROADWAYS, AND WATERWAYS, USE SILT FENCE WHERE REQUIRED.
4. CONTRACTOR AND/OR DEVELOPER ARE RESPONSIBLE FOR PROVIDING SITE FREE OF DRAINAGE PROBLEMS.
5. CONTRACTOR AND/OR DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING A PROPER TRAFFIC CONTROL PLAN FOR PUBLIC SAFETY ADJACENT TO CONSTRUCTION SITE. THE TRAFFIC PLAN MUST BE IN ACCORDANCE WITH THE LATEST (MUTCD) EDITION.
6. CONTRACTOR SHALL GRADE SITE LEVEL AND SHALL MAINTAIN A MINIMUM OF 2 TO 1 SLOPE RUNOFF IMMEDIATE SITE AREA.
7. CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICES FOR CONSTRUCTION TO PREVENT THE DIVERSION OF SEDIMENT LADEN STORM WATER RUNOFF OR ERODED MATERIALS FROM LEAVING THE CONSTRUCTION SITE.
8. CONTRACTOR SHALL CLEAR ENTIRE ACCESS AND UTILITY EASEMENT OF OBSTRUCTIONS AS FIRST ORDER OF CONSTRUCTION TO ALLOW FOR INSTALLATION OF POWER BY POWER COMPANY. CONTRACTOR TO CONTACT POWER COMPANY SO THEY CAN BEGIN INSTALLATION OF POWER LINE ONCE EASEMENT IS CLEARED.

TAX PARCEL ID NUMBER:
63-21-63-19
ROBERT T. & PHILIPPA GAHAGAN
DEED BOOK 286, PAGE 698



TAX PARCEL ID NUMBER: 77-32
JAMES AUGUST & NANCY HENNING
DEED BOOK 330, PAGE 546

GRADING PLAN
(SCALE: 1" = 40'-0")



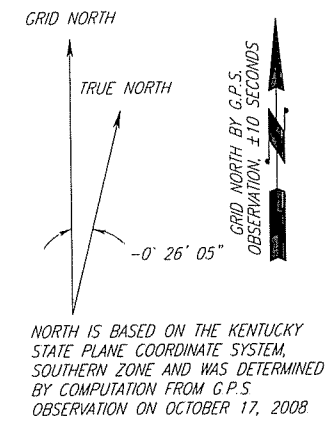
ITEM	REVISION	BY	CHK. BY	DATE

DRAWN BY: A. KIRK	DATE: 12-02-08
CHECKED BY: T.L. HARDY	DATE: 12-02-08
APPROVED BY:	DATE:

HARDY ENGINEERING, INC.
ENGINEERING AND CONSULTING
209 LINDEN STREET, P.O. BOX 708
TRUSSVILLE, AL 35173
PHONE: (205) 655-1427 FAX: (205) 661-9027

SITE GRADING PLAN			
9LV1109A SITE: ROUGH 1 HARDINSBURG, KENTUCKY			
FOR POWERTEL / MEMPHIS, INC. LOUISVILLE, KENTUCKY			
EAD No: LV1109_CO	SCALE: AS SHOWN	DWG No	C0

SHEET 1	
	- VICINITY AND 500' STRUCTURAL MAP
	- U.S.G.S. QUAD MAP
SHEET 2	
	- ABUTTING PROPERTY OWNERS
SHEET 3	
	- PROPOSED LEASE AREA
	- LEGAL DESCRIPTIONS
	- 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 OCTOBER 17, 2008

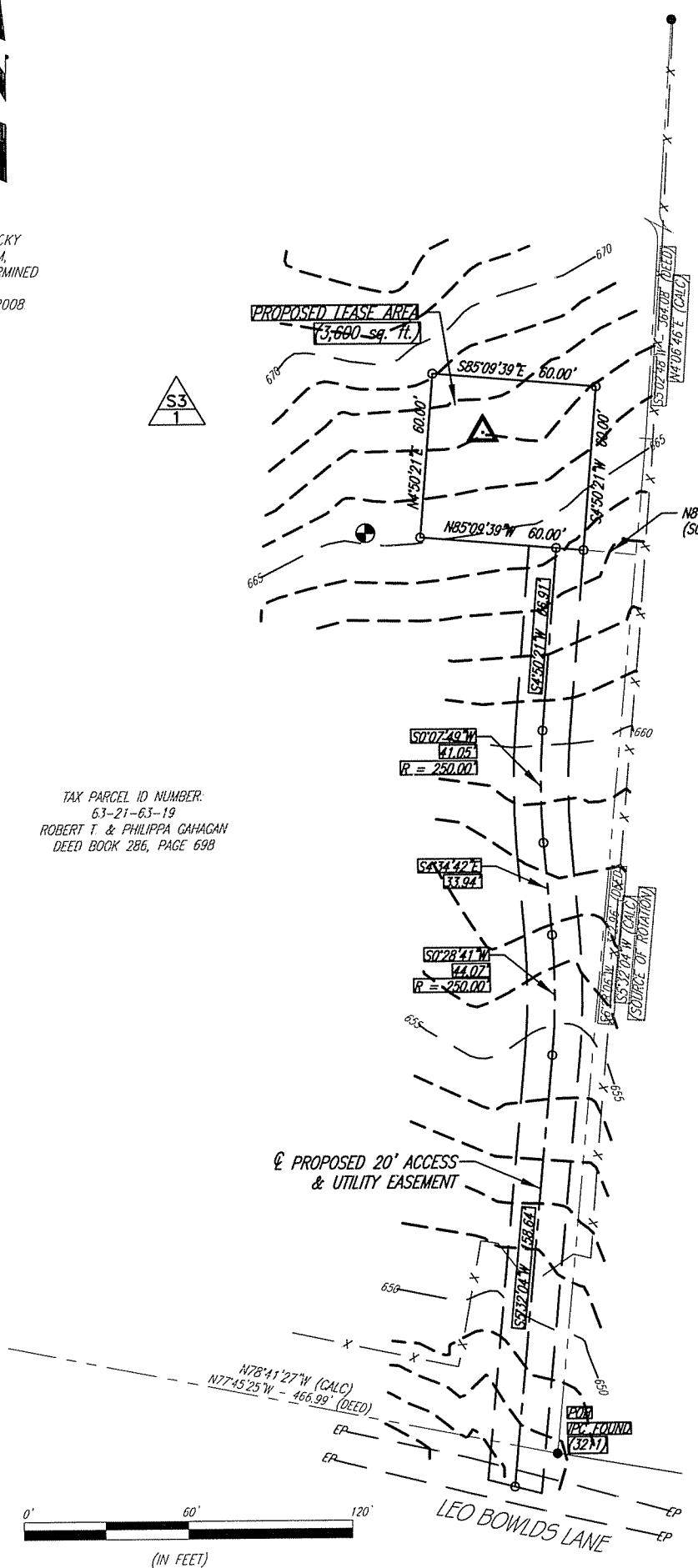
- COORDINATE POINT LOCATION**
 NAD 1983
 LATITUDE: 37° 38' 36.32"
 LONGITUDE: 86° 27' 59.98"
 NAVD 1988
 ELEVATION: 667' AMSL
 STATE PLANE COORDINATE SOUTHERN ZONE (BLUE MARBLE GEOGRAPHIC CALCULATOR VERSION 3.0)
 NORTHING: 2118197.5885
 EASTING: 1432915.4326
- PROJECT POWER POLE**
 UTILITY COMPANY: UNKNOWN
 IDENTIFICATION #: N/A
- PROJECT BENCHMARK**
 NORTH: 2118161.1060
 EAST: 1432872.1943
 ELEVATION: 665.28'
 LOCATION: BEING AN IPC SET LOCATED 20' WEST OF THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA

SYMBOL LEGEND		ABBREVIATIONS	
	WOOD POWER POLE	EP	EDGE OF PAVEMENT
	TELEPHONE PEDESTAL	ROW	RIGHT OF WAY
	GUY ANCHOR	CL	CENTERLINE
	MANHOLE	RCP	REINFORCED CONCRETE PIPE
	WATER VALVE	CONC	CONCRETE
	WATER METER	CMP	CORRUGATED METAL PIPE
	FIRE HYDRANT	R	SUBJECT PROPERTY LINE
	ELECTRIC BOX	TC	TOP OF CURB
	F.P. FENCE POST	BC	BOTTOM OF CURB
	SET #5 REBAR (UNLESS OTHERWISE NOTED)	POB	POINT OF BEGINNING
	EXISTING #5 REBAR (UNLESS OTHERWISE NOTED)	IPC	IRON PIN CAPPED

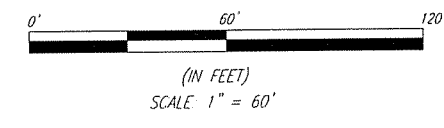
LINE LEGEND	
	OVERHEAD ELECTRIC
	UNDERGROUND GAS LINE
	UNDERGROUND WATER LINE
	OVERHEAD ELECTRIC & TELEPHONE LINE
	OVERHEAD TELEPHONE LINE
	DRAINAGE/STORM SEWER LINE
	EXISTING FENCE
	PROPOSED FENCE
	SUBJECT PROPERTY BOUNDARY
	RIGHT OF WAY CENTERLINE

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

TAX PARCEL ID NUMBER: 63-21-63-19
 ROBERT T & PHILIPPA GAHAGAN
 DEED BOOK 286, PAGE 698



TAX PARCEL ID NUMBER: 77-32
 JAMES AUGUST & NANCY HENNING
 DEED BOOK 330, PAGE 546



LEGAL DESCRIPTIONS:

This is a description for T-Mobile, of an area to be leased from the property of Robert T. & Philippa Gahagan, which is further described as follows

PROPOSED LEASE AREA

Beginning at an IPC found at the Southeast corner of the property conveyed to Robert T. & Philippa Gahagan, in Deed Book 286, Page 698, in the Office of the County Clerk of Breckinridge County, KY, being S 4°06'46" W - 364.08', S 5°32'04" W - 372.96' from an IPC found at the Northeast corner of said property, thence N 5°32'04" E - 330.29' to a point in the East line of said property, thence traversing said property N 84°27'56" W - 19.04' to a set #5 rebar with a cap stamped "FSTAN #3282" and the TRUE POINT OF BEGINNING of the Proposed Lease Area, thence N 85°09'39" W - 60.00' to a set #5 rebar with a cap stamped "FSTAN #3282"; thence N 4°50'21" E - 60.00' to a set #5 rebar with a cap stamped "FSTAN #3282"; thence S 85°09'39" E - 60.00' to a set #5 rebar with a cap stamped "FSTAN #3282"; thence S 4°50'21" W - 60.00' to a set #5 rebar with a cap stamped "FSTAN #3282" and the true point of beginning containing 3,600 square feet as per survey by Frank L. Sellinger, II, PLS No. 3282 with FS/Tan Land Surveyors & Consulting Engineers, dated October 31, 2008, and revised December 4, 2008.

CENTERLINE OF PROPOSED 20' ACCESS & UTILITY EASEMENT

Beginning at an IPC found at the Southeast corner of the property conveyed to Robert T. & Philippa Gahagan, in Deed Book 286, Page 698, in the Office of the County Clerk of Breckinridge County, KY, being S 4°06'46" W - 364.08', S 5°32'04" W - 372.96' from an IPC found at the Northeast corner of said property, thence N 5°32'04" E - 330.29' to a point in the East line of said property, thence traversing said property N 84°27'56" W - 19.04' to a set #5 rebar with a cap stamped "FSTAN #3282"; thence N 85°09'39" W - 10.00' to a set #5 rebar with a cap stamped "FSTAN #3282"; thence S 4°50'21" W - 66.91' to a set #5 rebar with a cap stamped "FSTAN #3282"; thence with a curve to the left with a radius of 250.00', chord being S 0°07'49" W - 41.05' to a set #5 rebar with a cap stamped "FSTAN #3282"; thence S 4°34'42" E - 33.94' to a set #5 rebar with a cap stamped "FSTAN #3282"; thence with a curve to the left having a radius of 250.00', chord being S 0°28'41" W - 44.07' to a set #5 rebar with a cap stamped "FSTAN #3282"; thence S 5°32'04" W - 158.64' 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, PLS No. 3282 with FS/Tan Land Surveyors & Consulting Engineers, dated October 31, 2008, and revised December 4, 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 plot, 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 OCTOBER 17, 2008.
 SOURCE OF ROTATION BASED ON THE EAST PROPERTY LINE OF THE GAHAGAN PROPERTY HAVING THE BEARING OF S 6° 28' 06" W PER D.B. 286, PG. 698, AND THE CALCULATED BEARING OF S 5° 32' 04" W.
 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.

LAND SURVEYOR'S CERTIFICATE

Type "A" Survey - Unadjusted linear traverse closure. 1 in 15,000.
 TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED I hereby certify that this plot 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 plot 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

REFERENCED AS "EXHIBIT C"

OWNER APPROVAL _____ DATE: _____
 T-MOBILE APPROVAL _____ DATE: _____

I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 21027C0350C DATED 08/04/08 AND THE PROPOSED LEASE AREA DOES NOT APPEAR TO BE IN A FLOOD PRONE AREA THE PROPOSED LEASE AREA IS LOCATED IN ZONE X

T-Mobile

FSTAN

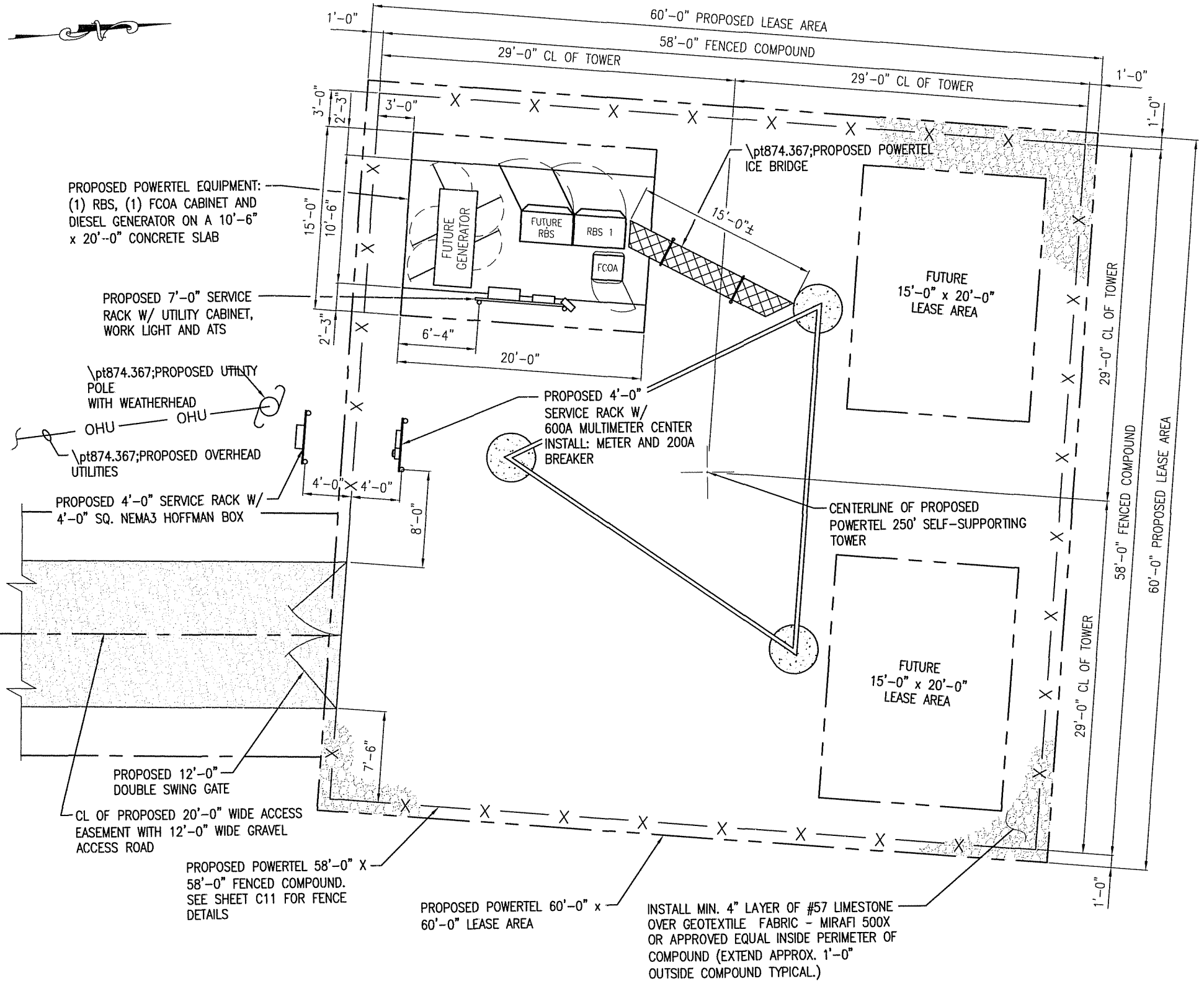
F.S. Land Company
 T. Alan Neal Company
 Land Surveyors and Consulting Engineers
 PO Box 17516 2313/2315 Crittenden Drive
 Louisville, KY 40217
 Phone: (502) 635-5866 (502) 636-5111
 Fax: (502) 636-5263

"SITE SURVEY"

SITE NUMBER: 9LV1109A
 SITE NAME: ROUGH 1
 SITE ADDRESS: LEO BOWLDS ROAD HARDINSBURG, KY 40143
 PROPOSED T-MOBILE LEASE AREA: AREA 3,600 sq. ft.
 PROPERTY OWNER: ROBERT T & PHILIPPA GAHAGAN P.O. BOX 362 MCDANIELS, KY 40152-0362
 PARCEL NUMBER: 63-21-63-19
 SOURCE OF TITLE: DEED BOOK 286, PAGE 698
 DWG BY: CDT
 CHKD BY: FSII
 DATE: 10.30.08
 FSTAN PROJECT NO.: 08-5689

REVISIONS:
 LEASE AREA - 12.04.08

C2



NOTES:

1. BOUNDARY AND EXISTING SITE FEATURES ARE BASED ON FIELD MEASUREMENTS. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN ACTUAL FIELD CONDITIONS AND THIS DRAWING.
2. CONTRACTOR SHALL FURNISH ALL MATERIALS FOR 600 AMP SERVICE.
3. GROUNDING OF ANTENNAS MOUNTS, COAX, AND EQUIPMENT SHALL BE IN ACCORDANCE WITH POWERTEL'S SPECIFICATIONS. COAX SHALL BE GROUNDED JUST BELOW ANTENNAS, AT MID-ELEVATION, AND AT BOTTOM OF TOWER.
4. SITE TO BE RESTORED BACK TO SITE OWNER'S SPECS.
5. ANY MATERIALS STORED ON SITE SHALL BE STORED IN CLOSED OR COVERED CONTAINERS AND ALL EXCESS WASTE MATERIALS WILL BE PROPERLY DISPOSED OF DAILY AND ALL SOILS REMOVED FROM SITE. NOTE NO BURNING ON SITE AT ANYTIME. ACCESS TO OTHER CUSTOMERS ON SITE MUST BE KEPT CLEAR.
6. ALL HARDWARE TO BE STAINLESS STEEL, NO PLATED METAL TO BE USED.
7. NO CULVERTS SHALL BE INSTALLED.
8. CONTRACTOR AND/OR DEVELOPER SHALL BE RESPONSIBLE FOR CONSTRUCTION & MAINTENANCE OF EROSION AND SEDIMENTATION CONTROLS DURING CONSTRUCTION FOR PROTECTION OF ADJACENT PROPERTIES, ROADWAYS, AND WATERWAYS. SILT FENCE SHOULD BE INSTALLED AROUND WORK AREA TO STOP DAMAGE TO OTHER CUSTOMER'S EQUIPMENT.
9. CONTRACTOR AND/OR DEVELOPER ARE RESPONSIBLE FOR PROVIDING SITE FREE OF DRAINAGE PROBLEMS.
10. CONTRACTOR AND/OR DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING A PROPER TRAFFIC CONTROL PLAN FOR PUBLIC SAFETY ADJACENT TO CONSTRUCTION SITE. THE TRAFFIC CONTROL PLAN MUST BE IN ACCORDANCE WITH LATEST (AMUTCO) EDITION. CONTRACTOR IS TO ADHERE TO ALL SAFETY GUIDELINES, AND OSHA SPECS WHILE ON WORK SITE.

SITE LAYOUT
(SCALE: 1" = 10'-0")

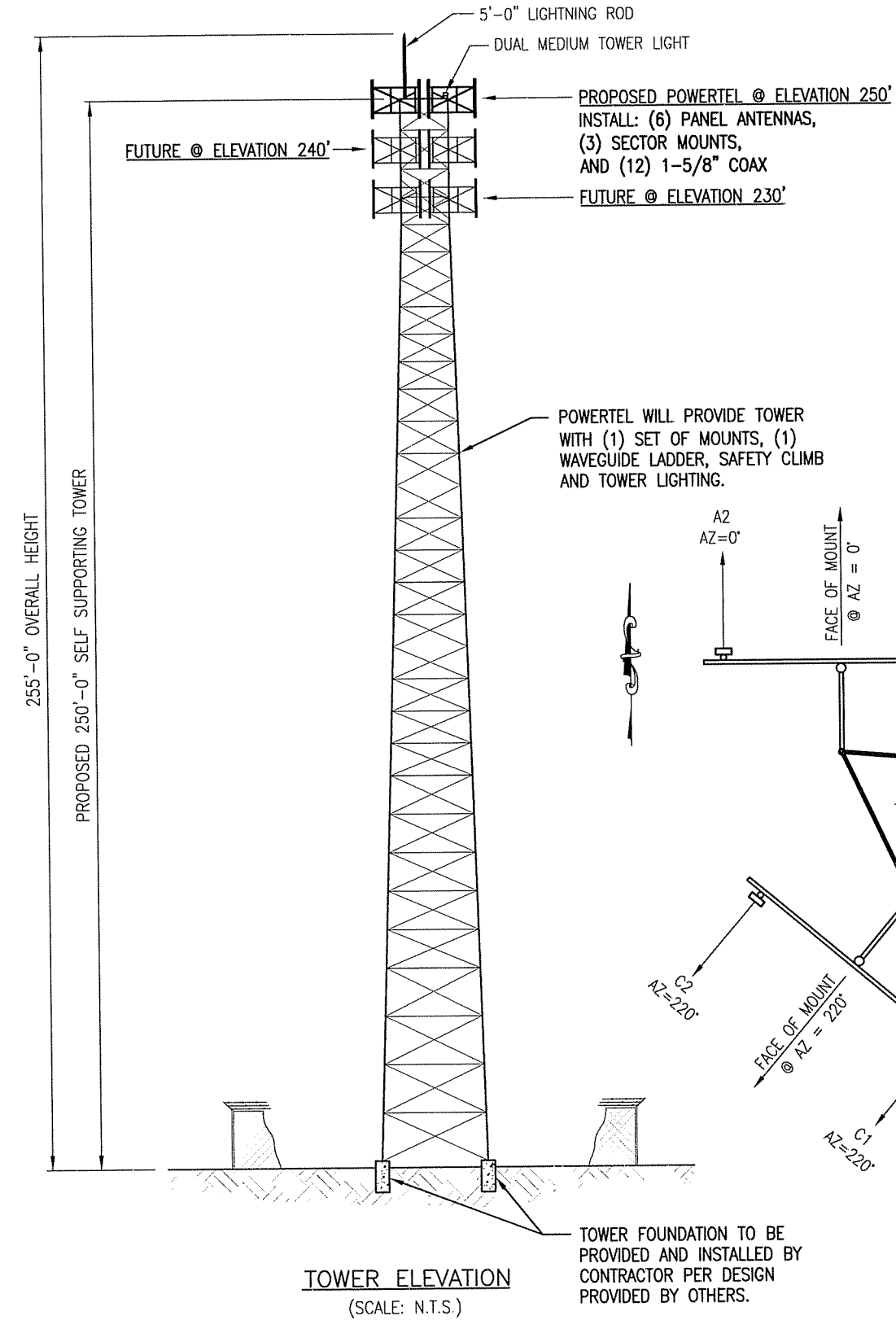


ITEM	REVISIONS	BY	CHK. BY	DATE

DRAWN BY:	S.E. WOMACK	DATE:	11-12-08
CHECKED BY:	T.L. HARDY	DATE:	11-12-08
APPROVED BY:		DATE:	

HARDY ENGINEERING, INC.
ENGINEERING AND CONSULTING
209 LINDEN STREET, P.O. BOX 708
TRUSSVILLE, AL 35173
PHONE: (205) 655-1427 FAX: (205) 661-9027

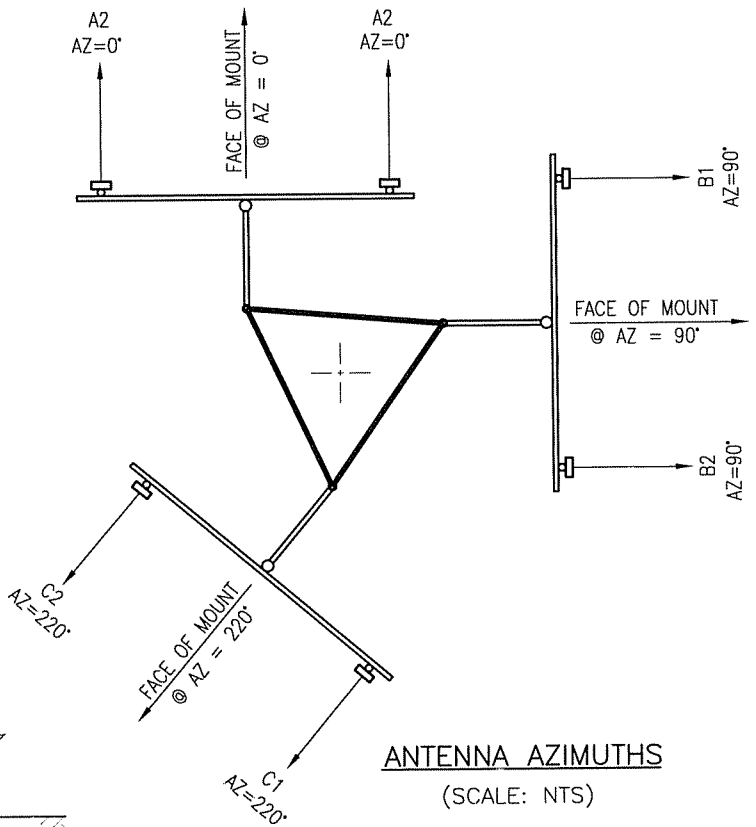
DWG NAME: SITE LAYOUT	
9LV1109A SITE: ROUGH 1 HARDINSBURG, KENTUCKY FOR POWERTEL / MEMPHIS, INC. LOUISVILLE, KENTUCKY	
CAD No: LV1109_C1.5	SCALE: AS SHOWN
DWG No: C1.5	



POWERTEL WILL PROVIDE TOWER WITH (1) SET OF MOUNTS, (1) WAVEGUIDE LADDER, SAFETY CLIMB AND TOWER LIGHTING.

TOWER FOUNDATION TO BE PROVIDED AND INSTALLED BY CONTRACTOR PER DESIGN PROVIDED BY OTHERS.

TOWER ELEVATION
(SCALE: N.T.S.)



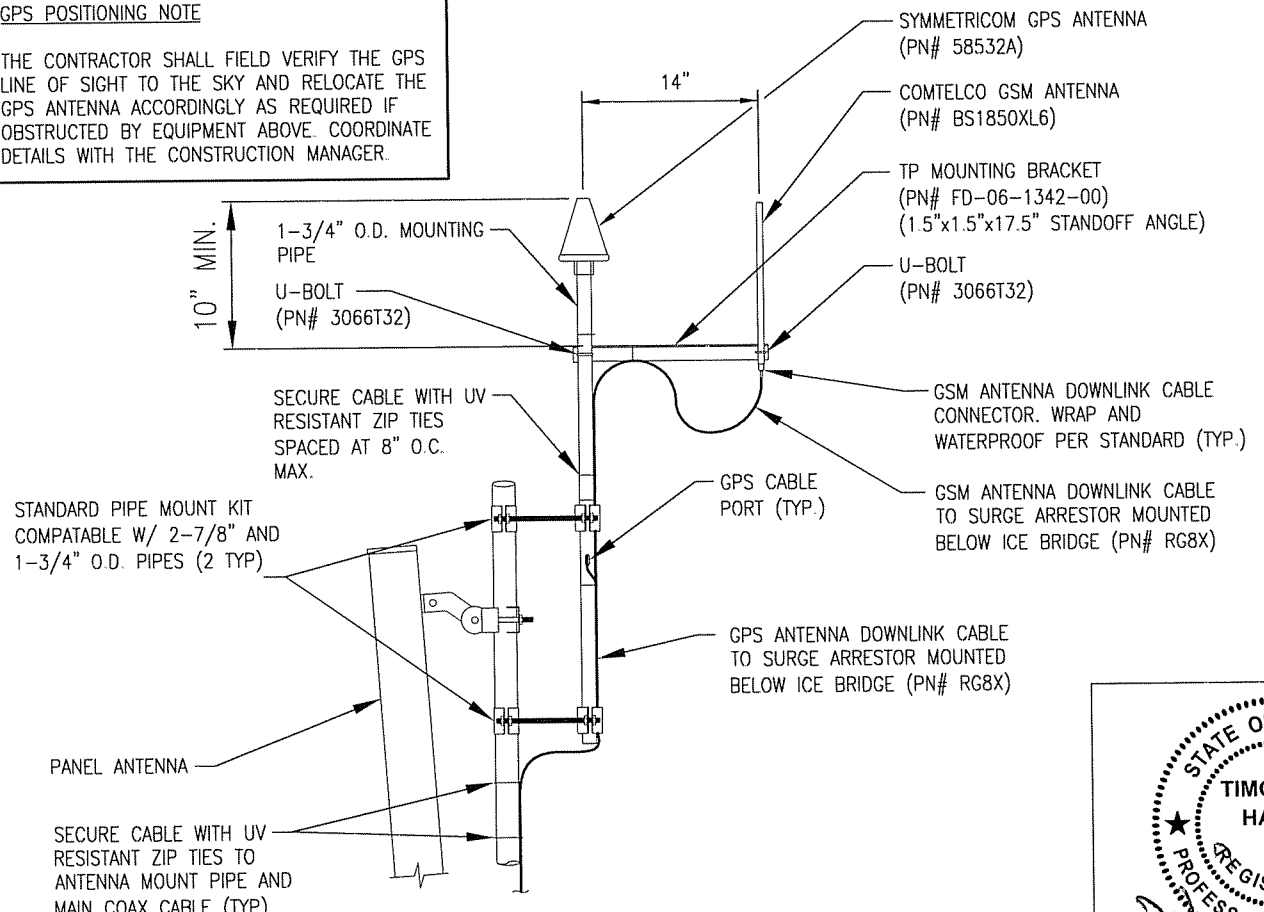
ANTENNA AZIMUTHS
(SCALE: N.T.S.)

ANTENNA AND COAX SCHEDULE

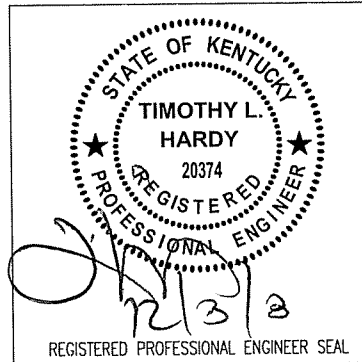
ANTENNA MARK	SECTOR	ANTENNA ①	COAX FEED LOCATION	AZIMUTH (0° = NORTH)	COAX COLOR CODE	COAX CABLE SIZE	MECHANICAL DOWN TILT ②	ELECTRICAL DOWN TILT	RADIATION CENTER
A1	A	TMBX-6517-R2M	BOTTOM	0°	TX/RX - RED-GRAY TX/RX - RED	(4) 1 5/8"φ	0°	2'	250'
A2	A	TMBX-6517-R2M	BOTTOM	0°	TX/RX - RED-RED TX/RX - RED-RED-GRAY		0°	2'	250'
A3									
B1	B	TMBX-6517-R2M	BOTTOM	90°	TX/RX - BLUE-GRAY TX/RX - BLUE	(4) 1 5/8"φ	0°	2'	250'
B2	B	TMBX-6517-R2M	BOTTOM	90°	TX/RX - BLUE-BLUE TX/RX - BLUE-BLUE-GRAY		0°	2'	250'
B3									
C1	C	TMBX-6517-R2M	BOTTOM	220°	TX/RX - GREEN-GRAY TX/RX - GREEN	(4) 1 5/8"φ	0°	2'	250'
C2	C	TMBX-6517-R2M	BOTTOM	220°	TX/RX - GREEN-GREEN TX/RX - GREEN-GREEN-GRAY		0°	2'	250'
C3									

- ① FINAL ANTENNA TYPE TO BE DETERMINED BY POWERTEL, ANTENNAS TO BE PROVIDED BY POWERTEL AND INSTALLED BY CONTRACTOR.
- ② ALL ANTENNAS TO BE INSTALLED WITH DOWNTILT BRACKETS.
- ③ POWERTEL RESERVED LOADING: (6) ANTENNAS (AS SHOWN OR EQUIVALENT), (12) 1-5/8" COAX, (6) TMA'S

GPS POSITIONING NOTE
THE CONTRACTOR SHALL FIELD VERIFY THE GPS LINE OF SIGHT TO THE SKY AND RELOCATE THE GPS ANTENNA ACCORDINGLY AS REQUIRED IF OBSTRUCTED BY EQUIPMENT ABOVE. COORDINATE DETAILS WITH THE CONSTRUCTION MANAGER.



GPS/GSM MOUNTING DETAIL
AT ANTENNA RAD. CENTER
(SCALE: N.T.S.)



ITEM	REVISIONS	BY	CHK. BY	DATE

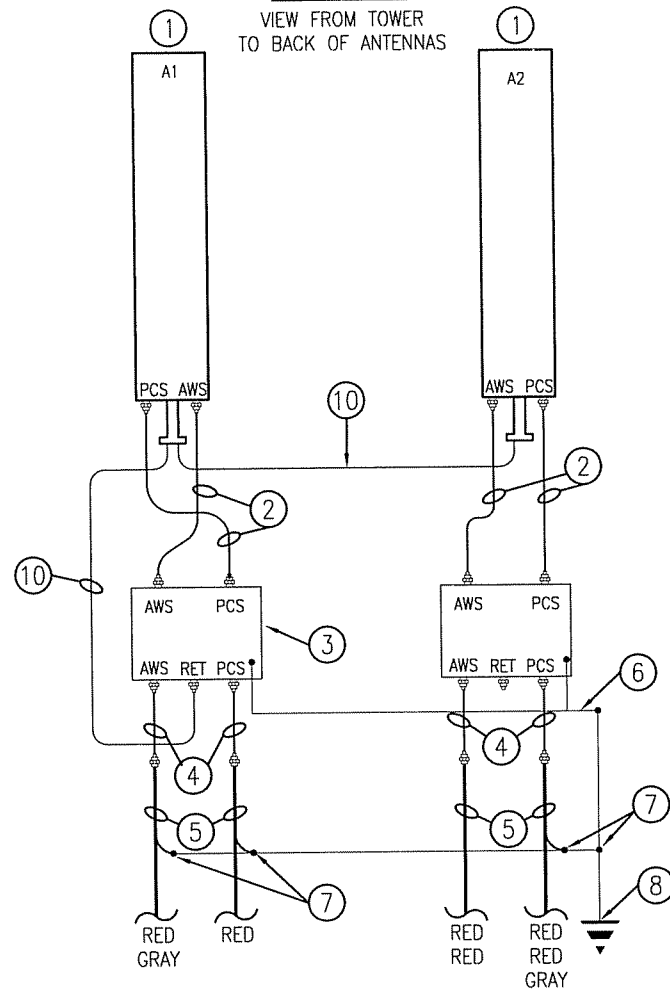
DRAWN BY:	DATE:
S.E. WOMACK	11-12-08
CHECKED BY:	DATE:
T.L. HARDY	11-12-08
APPROVED BY:	DATE:

HARDY ENGINEERING, INC.
ENGINEERING AND CONSULTING
209 LINDEN STREET, P.O. BOX 708
TRUSSVILLE, AL 35173
PHONE: (205) 655-1427 FAX: (205) 661-9027

TOWER ELEVATION
9LV1109A SITE: ROUGH 1
HARDINSBURG, KENTUCKY
FOR
POWERTEL / MEMPHIS, INC.
LOUISVILLE, KENTUCKY
DWG No: LV1109_C2 SCALE: AS SHOWN DWG No: C2

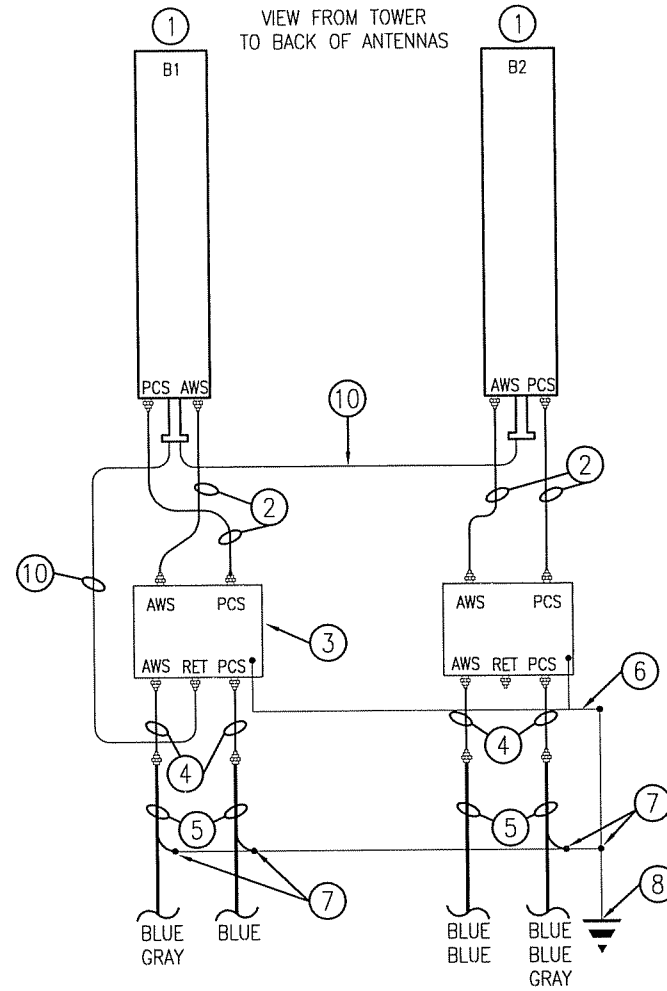
SECTOR A

VIEW FROM TOWER
TO BACK OF ANTENNAS



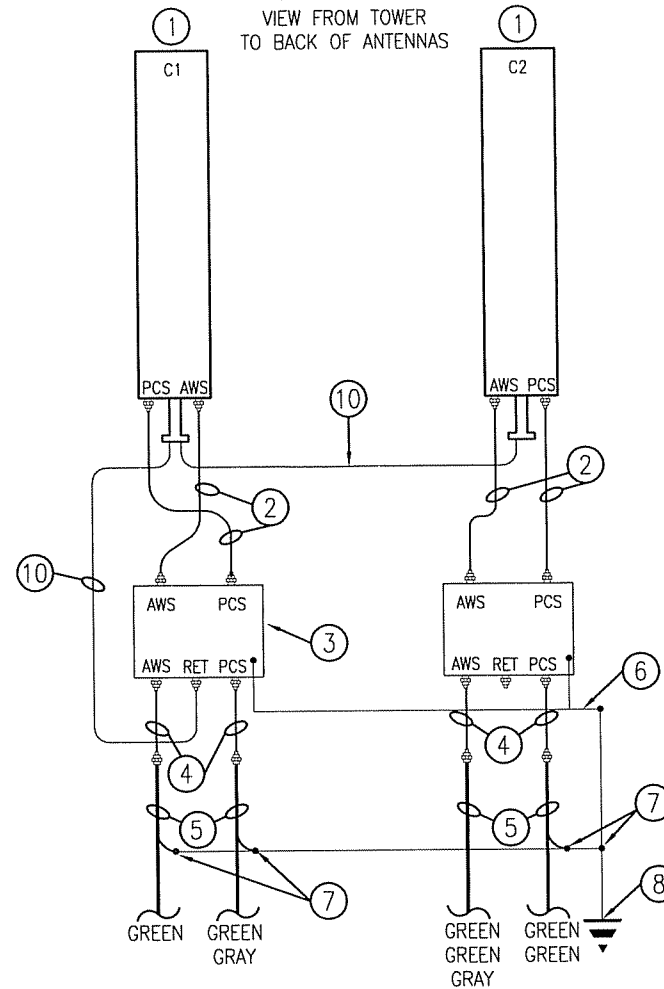
SECTOR B

VIEW FROM TOWER
TO BACK OF ANTENNAS



SECTOR C

VIEW FROM TOWER
TO BACK OF ANTENNAS

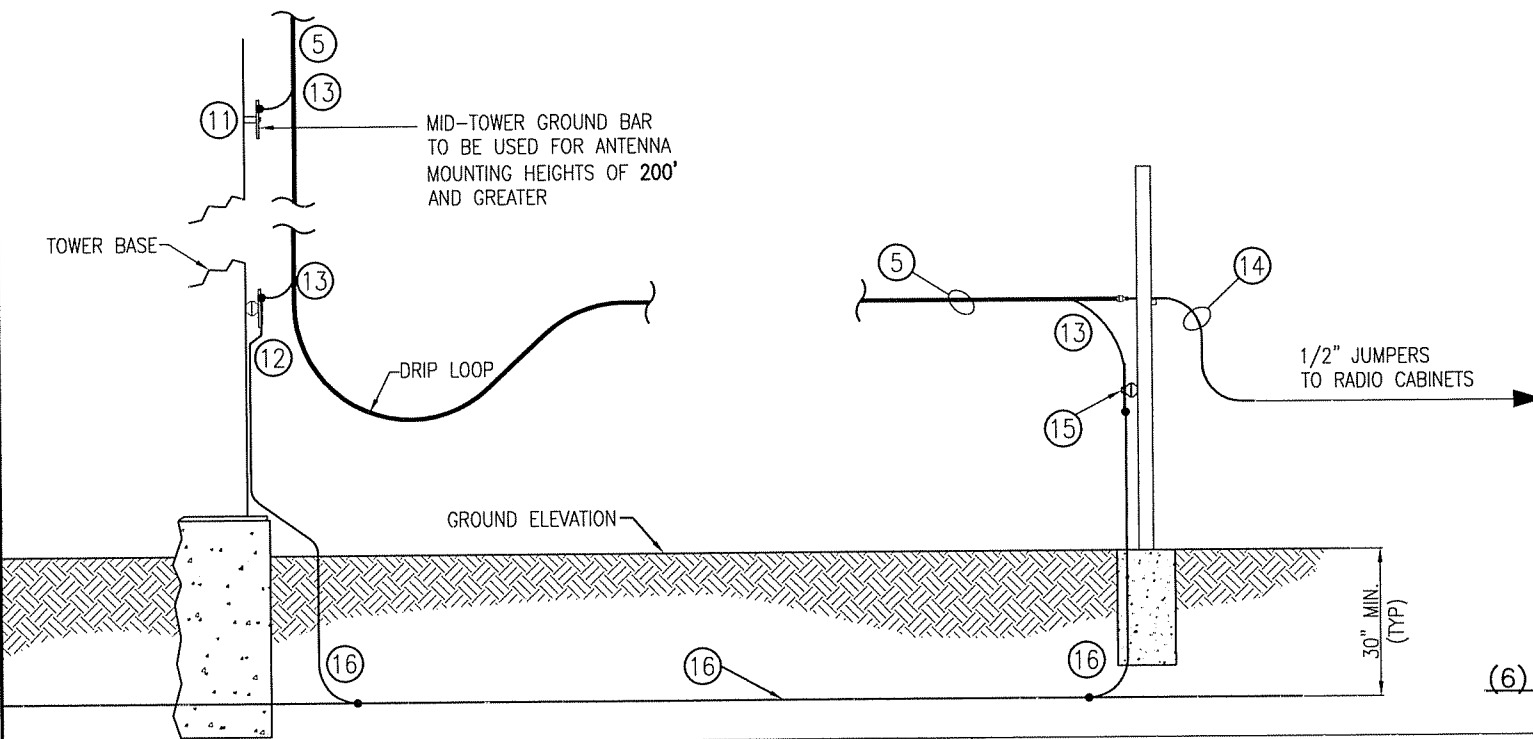


MATERIAL LIST

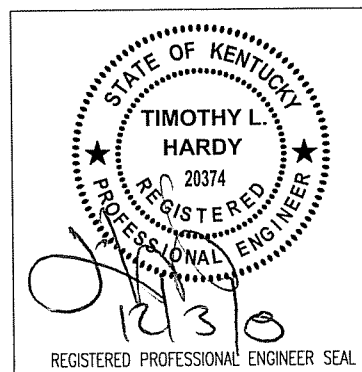
- ① PANEL ANTENNA
- ② JUMPER, 1/2"φ x 10'
- ③ TMA
- ④ JUMPER, 1/2"φ x 6'
- ⑤ COAX, 7/8"φ OR 1 5/8"φ
- ⑥ TMA GROUND, #6 THW INSULATED GROUND WIRE
- ⑦ COAX GROUND KIT
- ⑧ 4" x 14" x 1/4" GROUND BAR MOUNTED TO TOWER
- ⑨ (NOT USED)
- ⑩ AIS6 CABLE PART NO. ATCB-B01-010
- ⑪ GROUND BAR MOUNTED TO TOWER
- ⑫ GROUND BAR MOUNTED ON CHERRY INSULATORS
- ⑬ COAX GROUND KIT
- ⑭ JUMPER, 1/2"φ x 12'
- ⑮ GROUND TERMINATION BAR ON CHERRY INSULATORS
- ⑯ #2 Cu SOLID TINNED GROUND WIRE

NOTES:

1. FOR EVERYTHING ABOVE THE TOWER BOTTOM BUSS BAR USE SINGLE HOLE LUG WITH HEAT SHRINK ON ANTENNA, TMA, TMA FILTER & 2 HOLE LUG WITH HEAT SHRINK ON BUSS BAR END OF GROUND WIRE.
2. ALL GROUND CONNECTIONS STARTING AT THE TOWER BOTTOM BUSS BAR AND DOWN ARE TO BE EXOTHERMIC WELD OR 2 HOLE CADWELD LUG.
3. NUMBER OF ANTENNAS AND LINES TO BE INSTALLED SHALL BE AS DIRECTED BY THE CONSTRUCTION MANAGER.
4. GROUNDING OF ANTENNAS, MOUNTS, COAX, AND EQUIPMENT SHALL BE IN ACCORDANCE WITH T-MOBILE'S SPECIFICATIONS.



(6) ANTENNA AND (12) COAX GROUNDING DETAIL
(NOT TO SCALE)

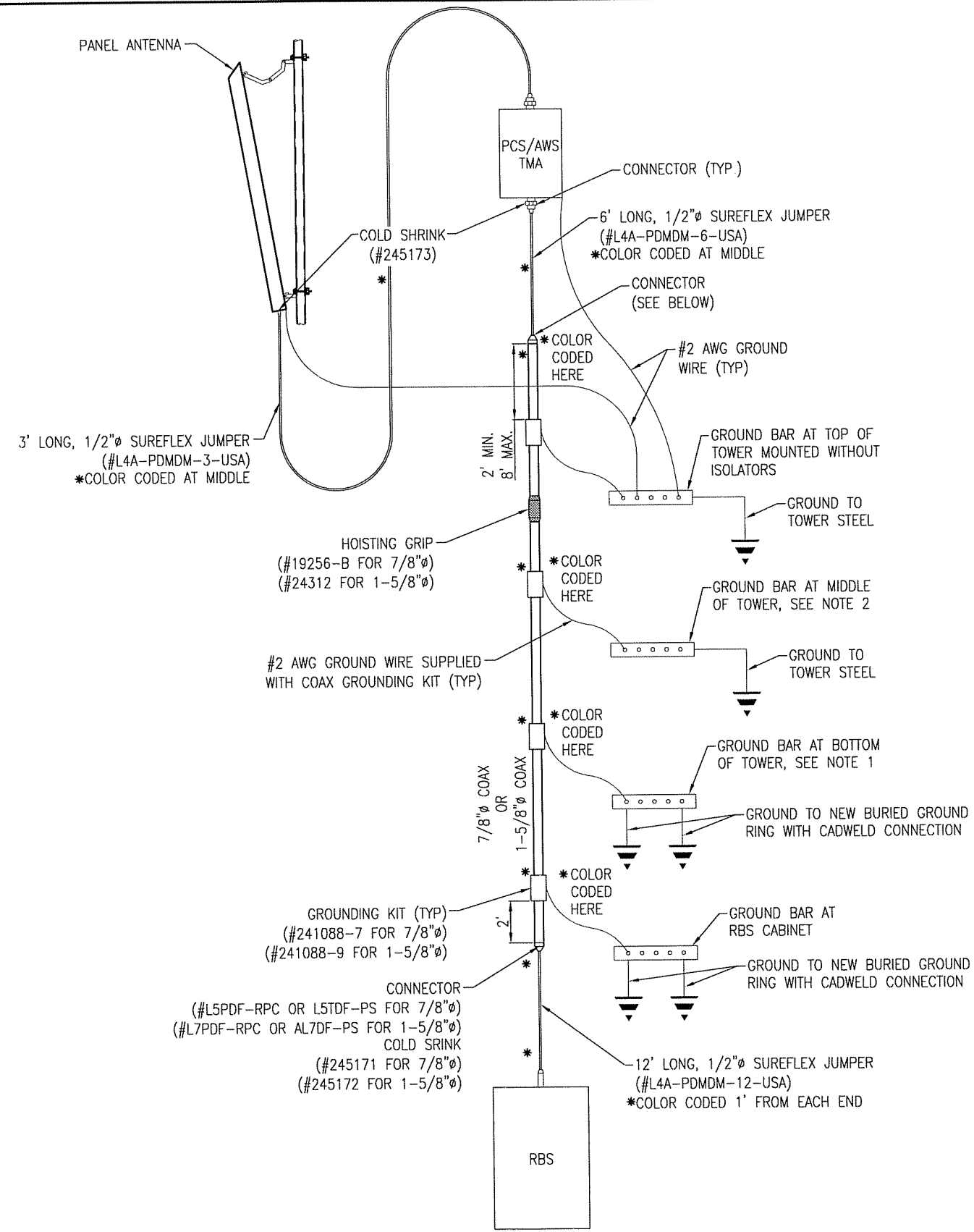


ITEM	REVISIONS	BY	CHK. BY	DATE

DRAWN BY:	DATE:
S.E. WOMACK	11-12-08
CHECKED BY:	DATE:
T.L. HARDY	11-12-08
APPROVED BY:	DATE:

HARDY ENGINEERING, INC.
ENGINEERING AND CONSULTING
209 LINDEN STREET, P.O. BOX 708
TRUSSVILLE, AL 35173
PHONE: (205) 655-1427 FAX: (205) 661-9027

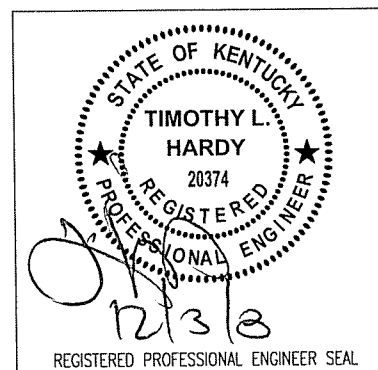
DWG NAME: ANTENNA & COAX GROUNDING DETAIL		
STANDARD DRAWING		
FOR POWERTEL / MEMPHIS, INC. LOUISVILLE, KENTUCKY		
SCALE: AS SHOWN	DWG No: C3	



NOTES

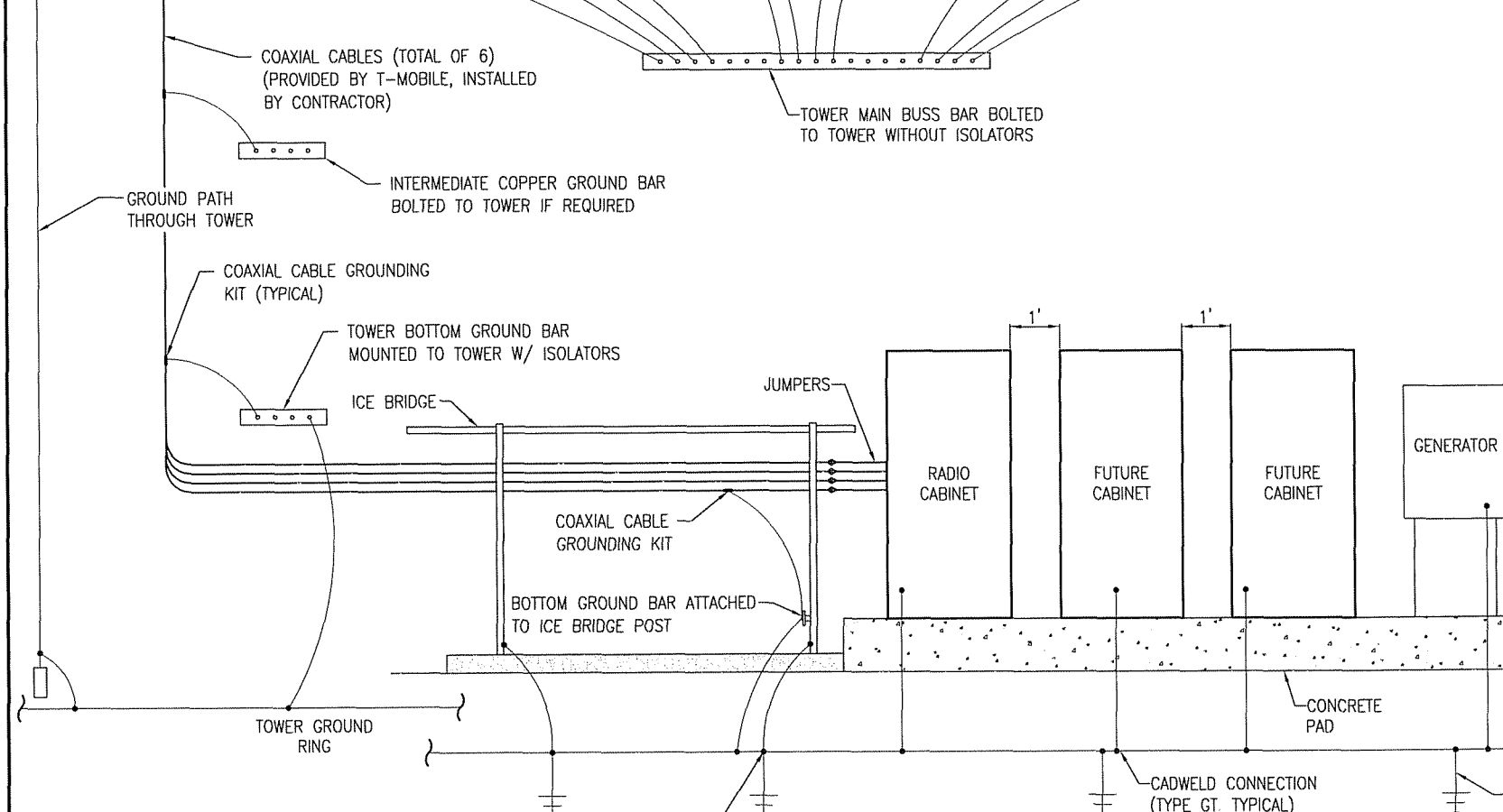
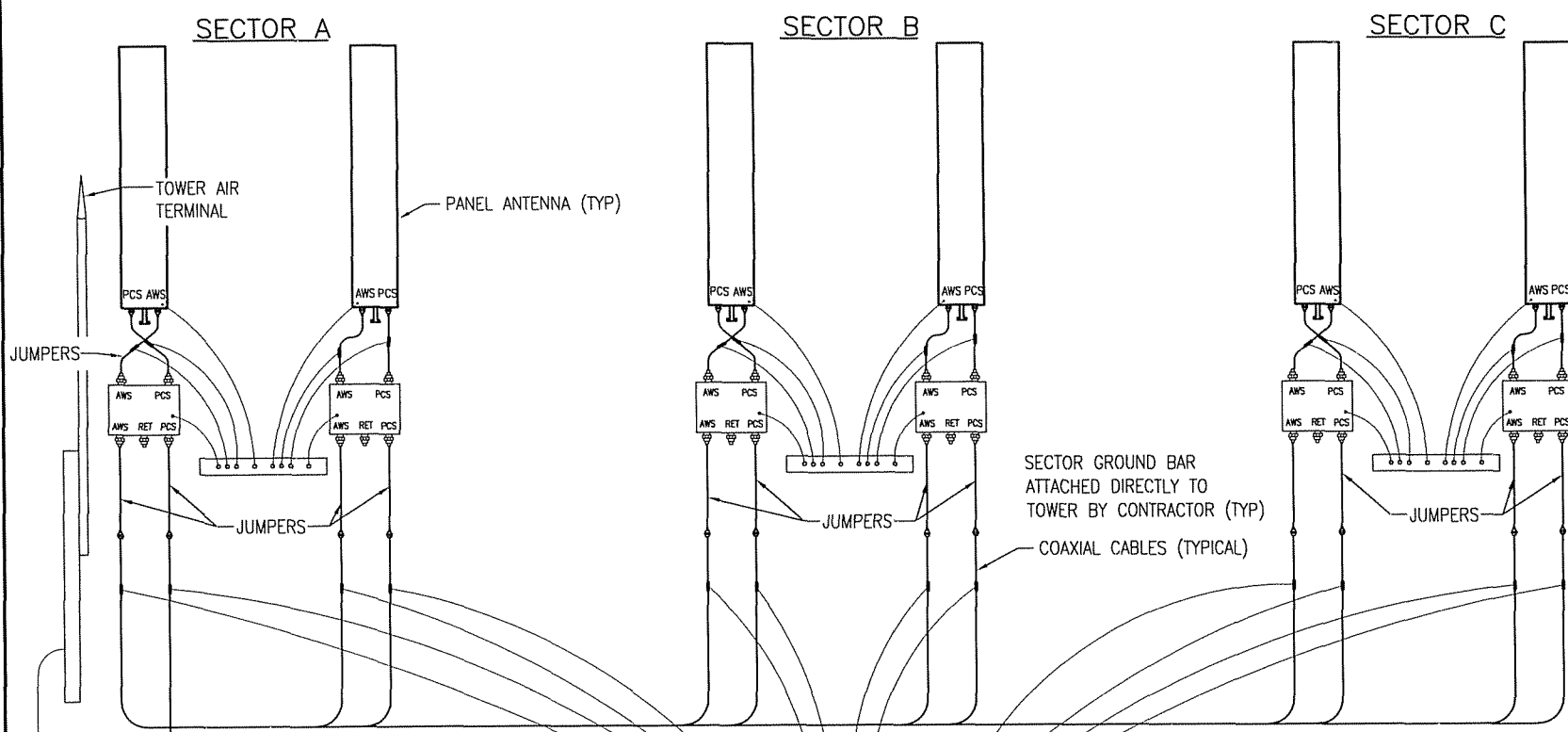
1. ATTACH GROUND BAR TO THE EXISTING TOWER USING STANDARD ADAPTER (ISOLATORS).
2. ATTACH GROUND BAR TO THE EXISTING TOWER USING STANDARD ADAPTER (WITHOUT ISOLATORS). INSTALL ONLY WHEN RAD CENTERS EXCEEDS 200'. (SELF SUPPORT & GUYED TOWERS ONLY)

ANTENNA CABLE GROUNDING SCHEMATIC
(NOT TO SCALE)



ITEM	REVISIONS	BY	CHK. BY	DATE

DRAWN BY : J.E. STEGER CHECKED BY : T.L. HARDY APPROVED BY :	DATE : 11-12-08 DATE : 11-12-08 DATE :	HARDY ENGINEERING, INC. ENGINEERING AND CONSULTING 209 LINDEN STREET, P.O. BOX 708 TRUSSVILLE, AL 35173 PHONE: (205) 655-1427 FAX: (205) 661-9027	DWG NAME: COAX GROUNDING DETAIL STANDARD DRAWING FOR POWERTEL / MEMPHIS, INC. LOUISVILLE, KENTUCKY SCALE: AS SHOWN DWG No: C3.1
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GROUNDING RISER DETAIL FOR (6) ANTENNA AND (12) COAX
(NOT TO SCALE)

GENERAL GROUNDING NOTES

- SITE GROUNDING SHALL COMPLY WITH POWERTEL GROUNDING STANDARDS, LATEST ADDITION, AND COMPLY WITH POWERTEL GROUNDING CHECKLIST, LATEST VERSION. WHEN LOCAL AND NATIONAL GROUNDING CODES ARE MORE STRINGENT THEY SHALL GOVERN. GROUNDING SHALL BE COMPLETED BEFORE ERECTION OF TOWER.
- GROUND RODS**
 - 5/8"x10" LONG COPPER CLAD STEEL.
 - MAXIMUM SPACING 10'-0".
 - TOP SHALL BE A MINIMUM OF 30" BELOW GRADE.

- GROUND CONNECTORS**
- #2 AWG BARE TINNED SOLID COPPER UNLESS OTHERWISE NOTED.
 - WHEN DIRECTION OF CONDUCTOR CHANGES, IT SHALL BE DONE GRADUALLY.
 - ALL GROUNDING CONDUCTORS SHALL RUN THROUGH SEAL TIGHT SLEEVES WHEREVER CONDUCTORS RUN THROUGH CONCRETE SLABS.
 - GROUND RINGS SHALL BE BURIED A MINIMUM OF 30" BELOW GRADE AND SHALL BE LOCATED A MINIMUM OF 24" FROM THE OUTSIDE EDGE OF A CABINET, TOWER FOUNDATION AND OTHER SITE OBJECTS.
 - ALL CONNECTIONS SHALL BE EXOTHERMIC (CADWLD OR EQUAL) UNLESS INDICATED OTHERWISE. ALL MATERIALS USED SHALL BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS AND INSTRUCTIONS.
 - CONNECTIONS AT GROUND BARS AND SERVICE DISCONNECTION MEANS SHALL CONSIST OF LUGS CADWELDED TO GROUND CONDUCTORS UNLESS INDICATED OTHERWISE. LUGS SHALL BE ATTACHED TO GROUND BARS USING STAINLESS STEEL OR HOT DIPPED GALVANIZED STEEL BOLTS, NUTS AND LOCK WASHERS.

- COAXIAL TRANSMISSION LINE GROUNDING**
- VERTICAL RUNS THAT ARE MORE THAN 200' OR LESS SHALL REQUIRE A GROUNDING KIT AT THE TOP AND BOTTOM OF THE TOWER.
 - VERTICAL RUNS WHICH ARE GREATER THAN 200' SHALL REQUIRE A GROUNDING KIT (IN ADDITION TO THE ABOVE) FROM THE TOP EVERY 150' TOWARDS THE GROUND BAR UNTIL THE DISTANCE IS LESS THAN 150' FROM THE GROUND.
 - SURGE ARRESTOR IS PROVIDED BY OTHERS AND INSTALLED BY CONTRACTOR. CONTRACTOR SHALL MAKE ALL CONNECTIONS REQUIRED FOR INSTALLATION.
 - ALL GROUNDING KITS SHALL BE PROVIDED BY OTHERS AND INSTALLED BY CONTRACTOR.

- MISC. ITEMS TO BE CONNECTED TO GROUNDING SYSTEM**
- ANY METAL FENCE POST WITHIN 6'-0" OF GROUND ROAD.
 - TRANSMISSION LINE ENTRANCE HATCH.
 - METAL CABINET PARTS NOT GROUNDED BY THE INTERNAL GROUND RING.
 - METAL FUEL STORAGE TANKS.
 - ANY SIGNIFICANT METAL OBJECT WITHIN 6'-0" OF THE GROUNDING SYSTEM OR ANY OTHER GROUNDED OBJECT.
 - EXTERIOR ICE SHIELDS.
 - STEEL EQUIPMENT PLATFORM.

- INSTALLATION AND TESTING**
- CONTRACTOR SHALL NOTIFY CONSTRUCTION MANAGER IMMEDIATELY IF THERE ARE ANY DIFFICULTIES INSTALLING GROUNDING SYSTEM DUE TO FIELD CONDITIONS.
 - CONTRACTOR SHALL NOT COVER UP GROUND RING AND CONNECTIONS UNTIL AN INSPECTION HAS BEEN PERFORMED. COORDINATE INSPECTION WITH CONSTRUCTION MANAGER.
 - PROVIDE TESTING OF GROUNDING SYSTEM AS DIRECTED BY THE CONSTRUCTION MANAGER.

THE MAXIMUM ALLOWABLE RESISTANCE READING SHALL BE 5 OHMS TO THE GROUND. IF THE RESISTANCE OF THE ENTIRE GROUND SYSTEM AS MEASURED AT THE MAIN GROUND TEST WELL EXCEEDS 5.0 OHMS THE ELECTRICAL CONTRACTOR AND OWNERS REPRESENTATIVE SHALL BE NOTIFIED SO THAT ADDITIONAL GROUND LOCATIONS CAN BE UTILIZED.

ALL EXPOSED GROUND LEADS TO GROUND RING, PLACED IN CONCRETE, SHALL BE ENCASED IN 3/4" FLEXIBLE CONDUIT, SEALTIGHT OR EQUAL.

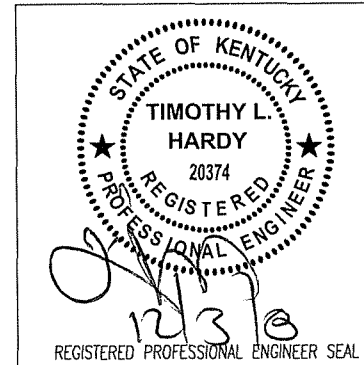
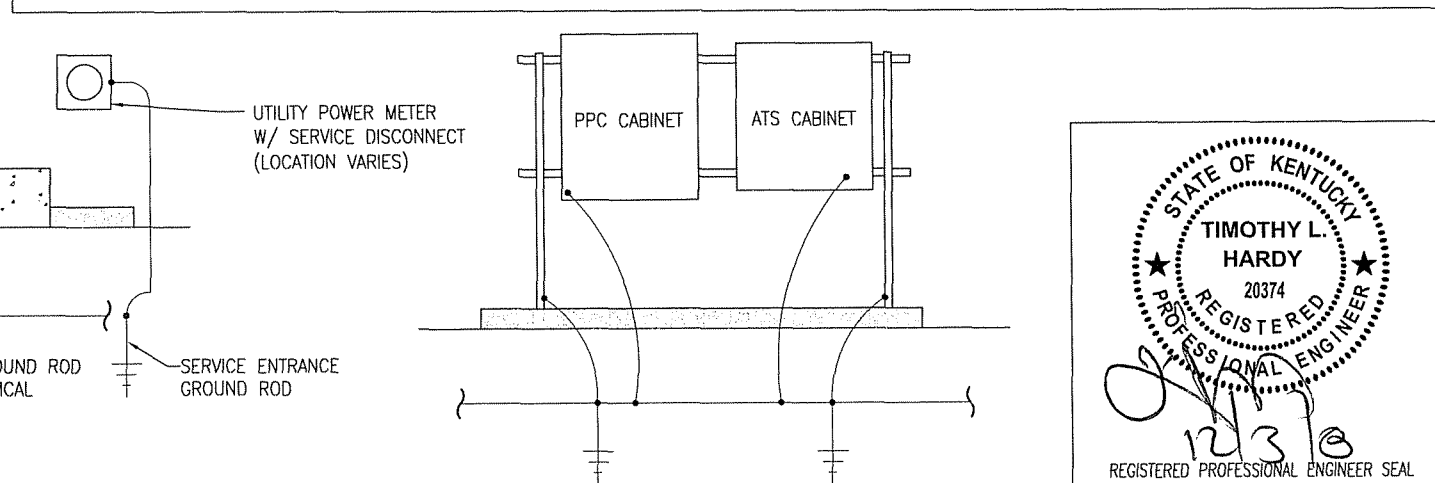
ALL GROUND WIRE CONNECTIONS TO EQUIPMENT GROUND RING THAT ARE RUNNING ABOVE GROUND SHALL BE RUN INSIDE SEALTIGHT FLEX CONDUIT.

ALL CONNECTIONS ABOVE GROUND EXCEPT CONNECTIONS TO GROUND BARS OR ARRESTOR BRACKET SHALL BE WITH DOUBLE LUG CONNECTORS. CONNECTIONS TO GROUND BARS AND ARRESTORS SHALL BE CADWELD.

ALL GROUNDING RUNS ON TOWER SHALL BE ROUTED ON THE INSIDE FACE OF THE ICE BRIDGE LADDER.

COMPACT BACKFILL OF ALL TRENCHES FOR GROUND RING. SITE SOIL OR #57 STONE MAY BE USED FOR BACKFILL MATERIALS. CONTRACTOR SHALL OBTAIN APPROVAL FOR BACKFILL MATERIALS FROM CONSTRUCTION MANAGER.

CONTRACTOR SHALL PROVIDE SS FLAT AND LOCK WASHERS AS REQUIRED FOR COMPLETE INSTALLATION OF GROUND LEADS AT GROUND BUSS.



ITEM	REVISIONS	BY	CHK. BY	DATE

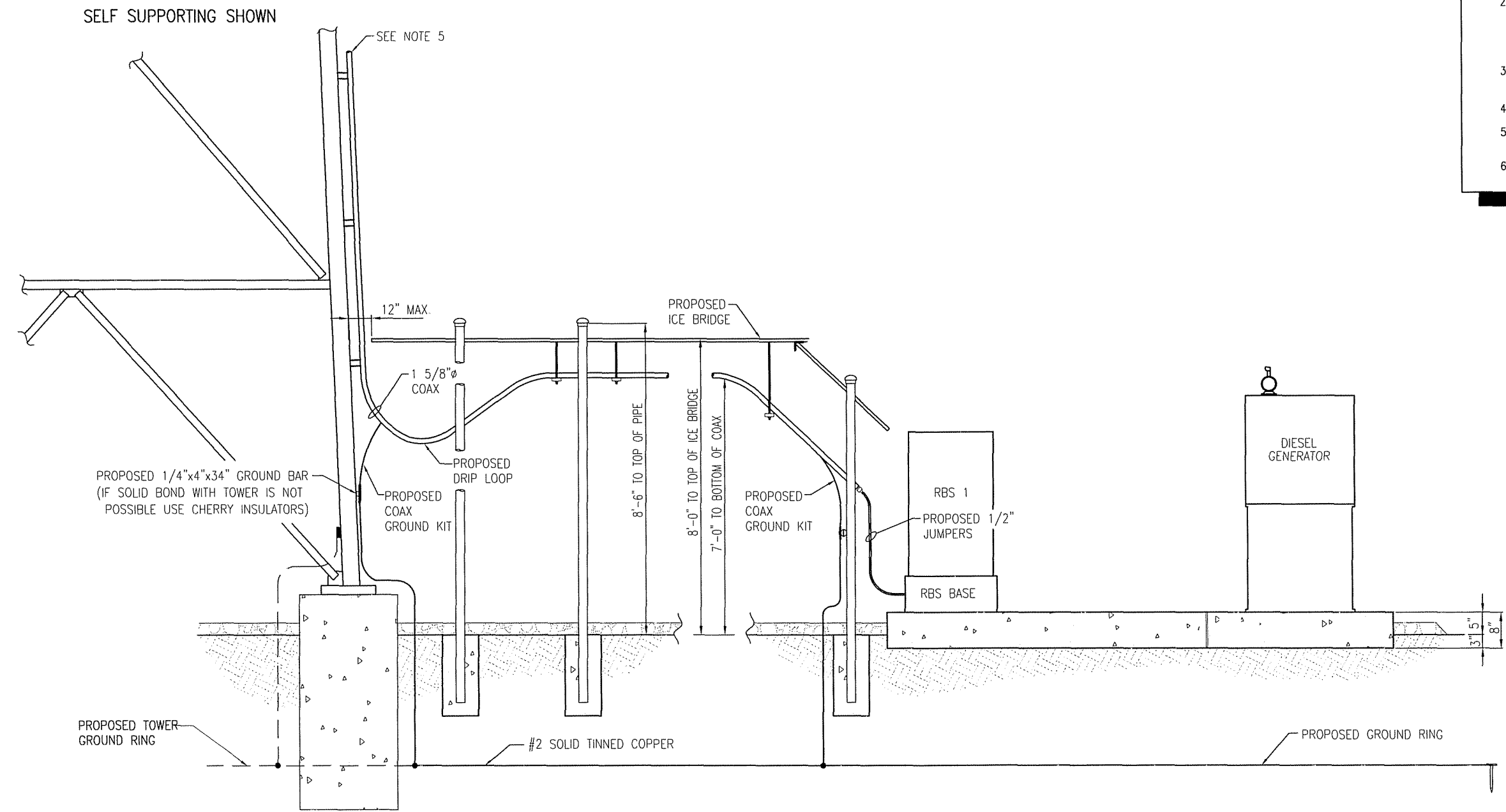
DRAWN BY:	S.E. WOMACK	DATE:	11-12-08
CHECKED BY:	T.L. HARDY	DATE:	11-12-08
APPROVED BY:		DATE:	

HARDY ENGINEERING, INC.
ENGINEERING AND CONSULTING
209 LINDEN STREET, P.O. BOX 708
TRUSSVILLE, AL 35173
PHONE: (205) 655-1427 FAX: (205) 661-9027

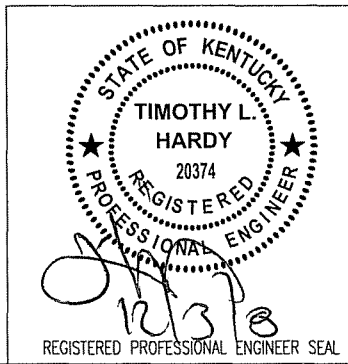
DWG NAME: **GROUNDING RISER DIAGRAM**
STANDARD DRAWING
FOR
POWERTEL / MEMPHIS, INC.
LOUISVILLE, KENTUCKY

SCALE: NOT TO SCALE
DWG No: C3.2

- NOTES**
1. ALL CONDUIT SHALL BE PVC CONDUIT UNLESS OTHERWISE NOTED.
 2. ALL CONDUIT PENETRATING EQUIPMENT PANELS SHALL BE SECURED WITH A GROUNDING BUSHING AND GROUNDED TO EQUIPMENT GROUND BUSS WITH A GROUND LUG.
 3. ALL CONDUITS TO BE SECURED WITH CONDUIT BEAM CLAMP 0-7 / GEDNEY TYPE "J".
 4. PROVIDE A SMOOTH TRANSITION AND DRIP LOOP.
 5. ANTENNA END OF 1 5/8"Ø COAX SHALL BE SUPPORTED NO MORE THAN 1 FOOT FROM END OF CONNECTOR.
 6. 1/2"Ø COAX SHALL BE SUPPORTED EVERY 2'-0" TO 2'-6" WITH ANGLE ADAPTORS WITH CLAMP OR EQUIVALENT.



EQUIPMENT ELEVATION

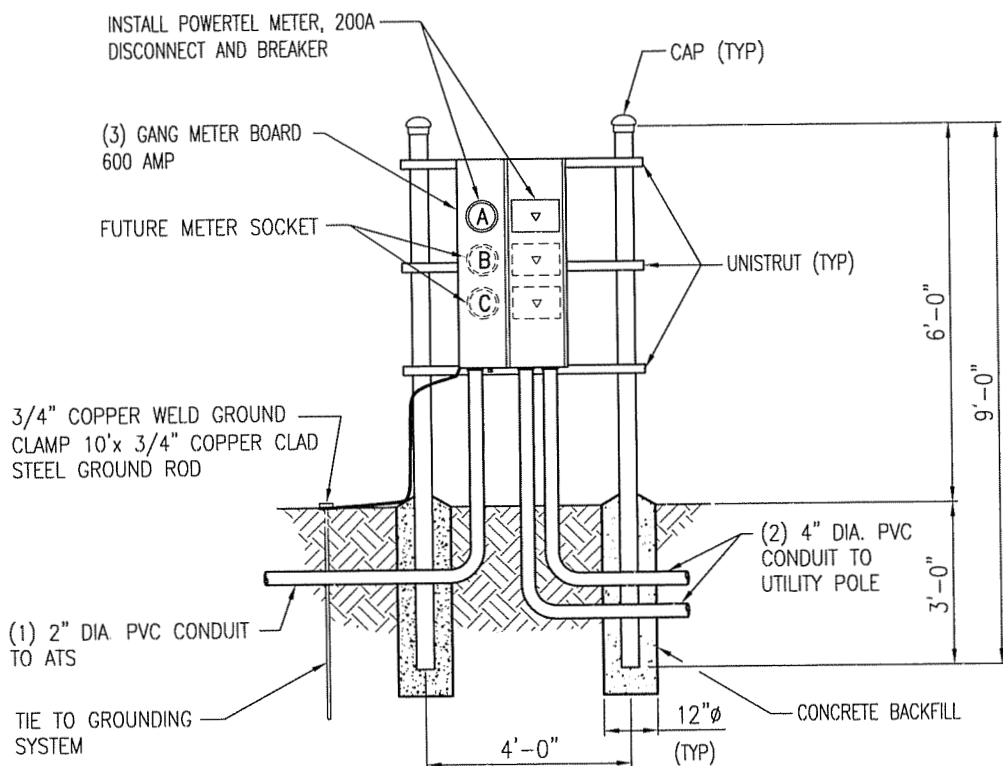
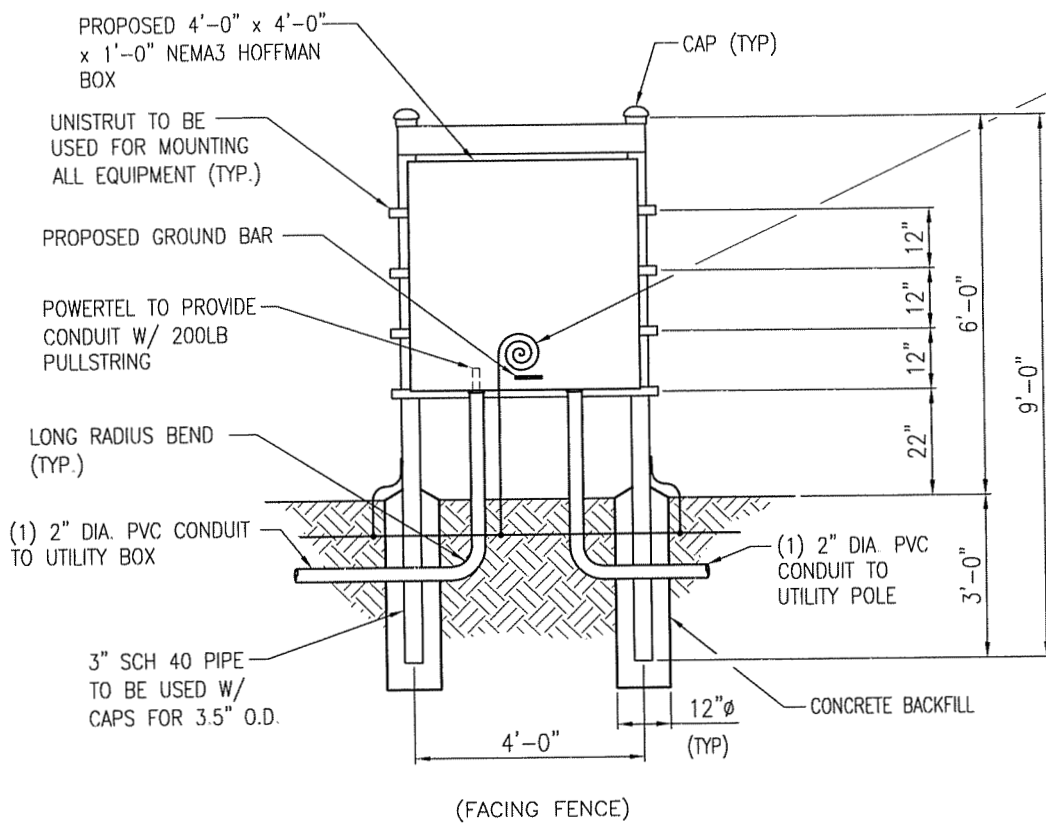


ITEM	REVISIONS	BY	CHK. BY	DATE

DRAWN BY : S.E. WOMACK CHECKED BY : T.L. HARDY APPROVED BY :	DATE : 11-12-08 DATE : 11-12-08 DATE :
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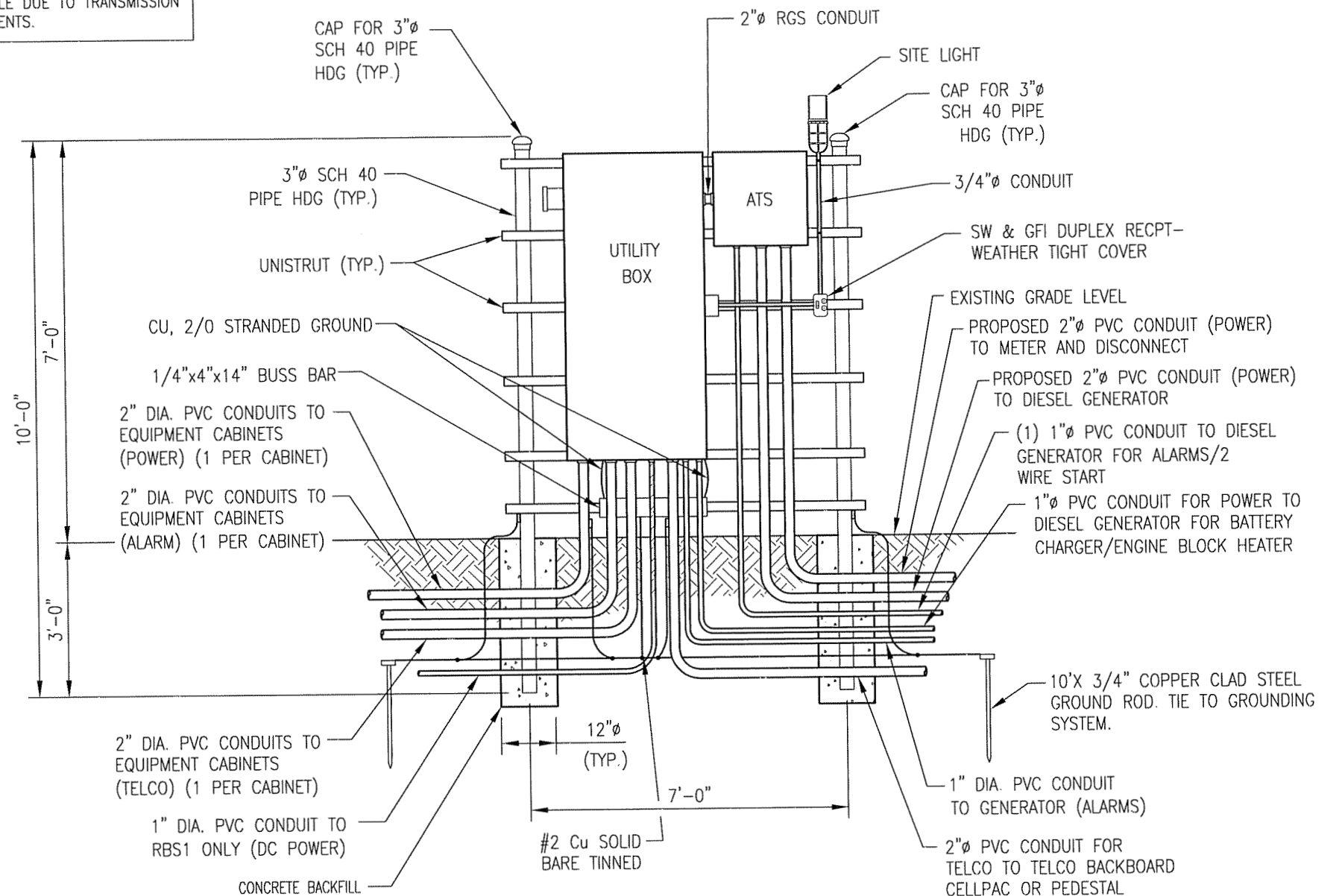
HARDY ENGINEERING, INC.
 ENGINEERING AND CONSULTING
 209 LINDEN STREET, P.O. BOX 708
 TRUSSVILLE, AL 35173
 PHONE: (205) 655-1427 FAX: (205) 661-9027

DWG NAME: EQUIPMENT ELEVATION	
STANDARD DRAWING FOR POWERTEL / MEMPHIS, INC. LOUISVILLE, KENTUCKY	
CAD No: LV1109_C4	SCALE: NOT TO SCALE
DWG No: C4	

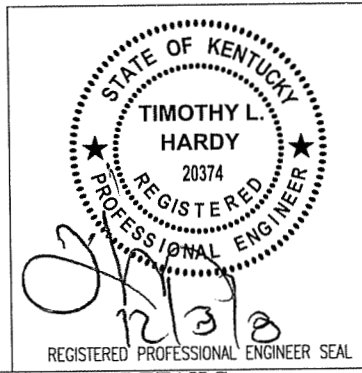


MULTI-TENANT RACK
(SCALE: N.T.S.)

#6 AWG GROUND WIRE (6'-0") WILL BE PLACED & CAD WELDED TO THE GROUND BED OF THE SITE. A GROUND ROD WILL NOT BE ACCEPTABLE DUE TO TRANSMISSION REQUIREMENTS.



UTILITY BOX & ATS SERVICE RACK
SCALE: N.T.S.

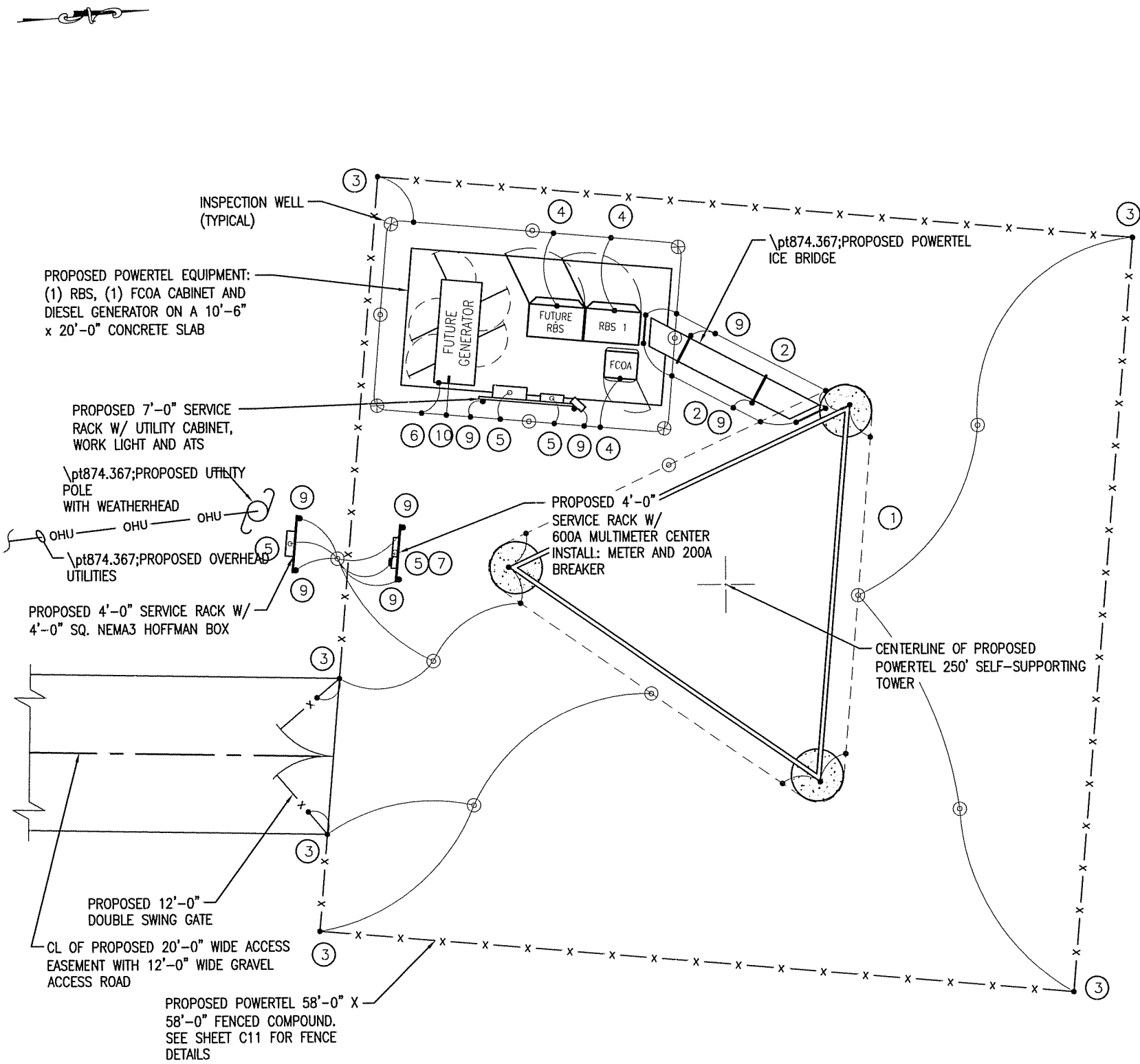


ITEM	REVISIONS	BY	CHK. BY	DATE

DRAWN BY: S.E. WOMACK DATE: 11-12-08
 CHECKED BY: T.L. HARDY DATE: 11-12-08
 APPROVED BY: DATE:

HARDY ENGINEERING, INC.
 ENGINEERING AND CONSULTING
 209 LINDEN STREET
 TRUSSVILLE, AL 35173
 PHONE: (205) 655-1427 FAX: (205) 661-9027

DWG NAME: **ELECTRICAL DETAILS**
 STANDARD DRAWING
 FOR
 POWERTEL / MEMPHIS, INC.
 LOUISVILLE, KENTUCKY
 DWG No: LV1109_C5 SCALE: AS SHOWN DWG No: C5



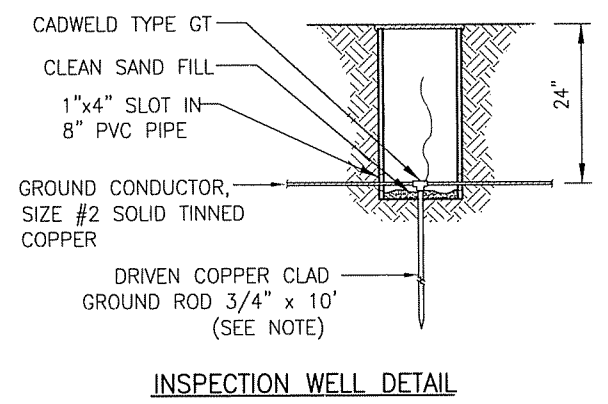
GROUNDING LAYOUT
(SCALE: 1" = 10'-0")

GENERAL NOTES:

1. GROUND RING TO EARTH SHALL BE 5 OHMS OR LESS. ADDITIONAL GROUND RODS MAY HAVE TO BE ADDED TO THE INITIAL 3/4"x10' RODS. USE TEMPORARY BOLTED CONNECTION TO ROD AND PERFORM GROUND RESISTANCE TEST.
2. ALL GROUNDING CONDUCTOR SWEEPS SHALL BE SMOOTH WITH NO SHARP BENDS (8" MIN. BEND RADIUS). SWEEPS SHALL BE CAD-WELDED TO GROUND RING WITH PARALLEL CADWELD.
3. ALL CADWELDS TO BURIED GROUND RING SHALL BE OF PARALLEL TYPE. NO "TEE" CONNECTIONS TO BE USED.
4. USE DE-OX OR NOALOX COMPOUND BETWEEN ALL GROUNDING LUG CONNECTIONS. DO NOT COVER LUGS OR HARDWARE WITH COMPOUND.
5. ALL MOUNTING & CONNECTING HARDWARE FOR GROUNDING TO BE STAINLESS STEEL ONLY, NO PLATED OR GALVANIZED HARDWARE IS TO BE USED.
6. GROUNDING CONDUCTORS TO BE BURIED A MINIMUM OF 30" DEEP UNLESS OTHERWISE SPECIFIED BY LOCAL CODE.
7. ALL GROUNDING CONDUCTORS TO BE BARE STRANDED, SOFT DRAWN COPPER UNLESS OTHERWISE SPECIFIED.
8. USE ONLY 2-HOLE CADWELD LUGS ON ENDS OF GROUNDING CONDUCTORS. DO NOT USE COMPRESSION OR MECHANICAL TYPE LUGS.

CALL-OUT NOTES:

- ① PROPOSED TOWER STRUCTURE GROUND RING.
- ② CONNECT PROPOSED TOWER RING GROUND TO EQUIPMENT RING GROUND ON BOTH SIDES. KEEP INTERCONNECTING WIRING OF EQUAL LENGTH AND TYPE.
- ③ FENCE GROUND
- ④ RBS GROUND, TYP. 2 PLACES, MAIN RBS AND FUTURE. INSTALL: CONTRACTOR TO SUPPLY AND INSTALL LUG IN RBS (2102) AND ATTACH TO #2 STRAND COPPER TYPE THHN (GREEN) WIRE TO CONNECT RBS TO EXTERNAL GROUND RING. REMOVE INSULATION BELOW GRADE.
- ⑤ ELECTRICAL AND TELCO EQUIPMENT BUSS BARS.
- ⑥ REMOVE PAINT FROM SURFACE OF GENERATOR FRAME BEFORE ATTACHING GROUND CONNECTION. USE DE-OX COMPOUND BETWEEN FRAME AND LUG. AFTER TIGHTENING CONNECTION COVER AREA WITH SPRAY ZINC OR COLD GALVANIZING COMPOUND.
- ⑦ NEUTRAL - GROUND BOND AT SERVICE DISCONNECT.
- ⑧ MINIMUM SPACING OF EQUIPMENT GROUNDING FROM EQUIPMENT FOUNDATION, 24 INCHES MIN.
- ⑨ ICE BRIDGE & SERVICE BOARD POST GROUND, EACH POST TYP.
- ⑩ FUEL TANK GROUND



LEGEND

- EXISTING TOWER GROUND RING
- #2 SOLID TINNED COPPER GROUND CONDUCTOR UNLESS OTHERWISE SPECIFIED.
- ⊕ EXOTHERMIC WELD CONNECTION
- ⊙ 3/4" x 10' COPPER CLAD STEEL GROUND ROD UNLESS OTHERWISE SPECIFIED.
- ⊙ #2 SOLID TINNED COPPER FROM EQUIPMENT OR STEEL TO GROUND RING UNLESS OTHERWISE SPECIFIED

PORTIONS OF SITE LAYOUT HAVE BEEN REMOVED FOR CLARITY. REFER TO SHEET C1 FOR COMPLETE SITE LAYOUT

NOTE: CONTRACTOR TO VERIFY ALL PROPOSED UTILITIES BEFORE DIGGING



ITEM	REVISIONS	BY	CHK. BY	DATE

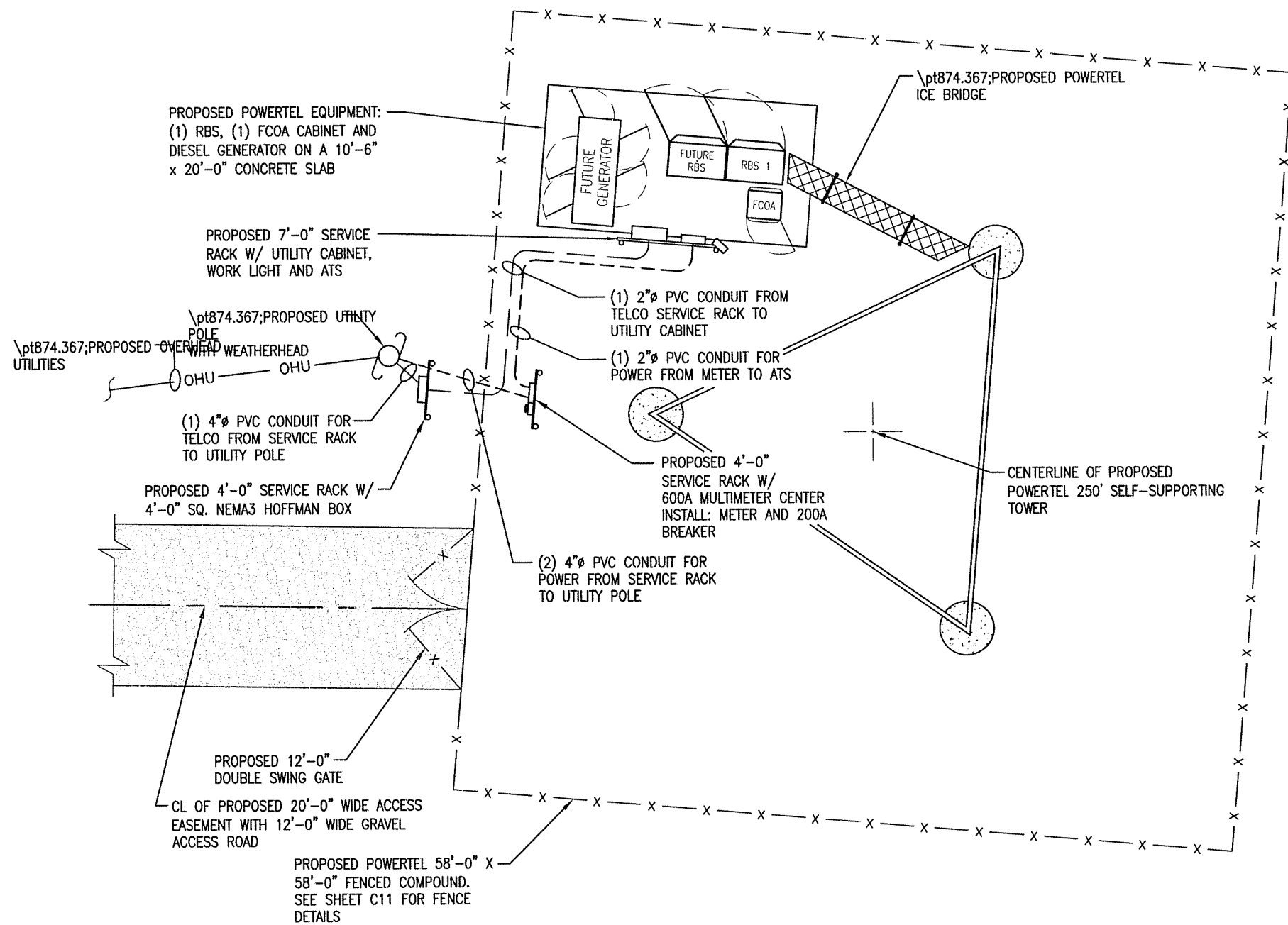
DRAWN BY:	DATE:
S.E. WOMACK	11-12-08
CHECKED BY:	DATE:
T.L. HARDY	11-12-08
APPROVED BY:	DATE:

HARDY ENGINEERING, INC.
ENGINEERING AND CONSULTING
209 LINDEN STREET
TRUSSVILLE, AL 35173
PHONE: (205) 655-1427 FAX: (205) 661-9027

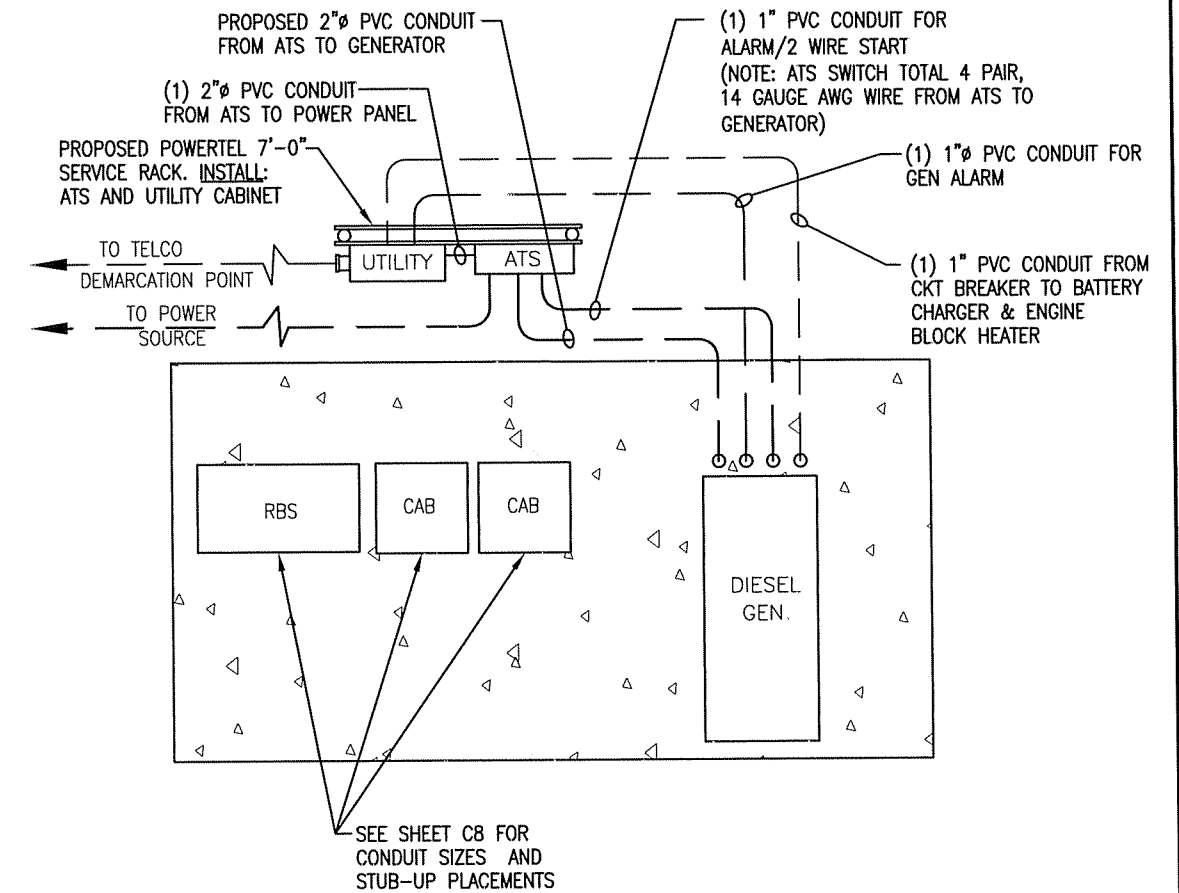
DWG NAME:	SCALE:	DWG No:
GROUNDING LAYOUT	AS SHOWN	C6
9LV1109A SITE: ROUGH 1 HARDINSBURG, KENTUCKY FOR POWERTEL / MEMPHIS, INC. LOUISVILLE, KENTUCKY		
CAD No:	SCALE:	DWG No:
LV1109_C6	AS SHOWN	C6

NOTES:

1. THIS INSTALLATION SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE AND ANY APPLICABLE LOCAL CODES AND ORDINANCES. SEE LOCAL AUTHORITIES FOR ANY REQUIREMENTS BEYOND THESE LISTED.
2. CONTRACTOR SHALL PROVIDE ALL MATERIALS NECESSARY FOR 200 AMP SERVICE.
3. THE LOCAL UTILITY WILL MAKE THE SERVICE CONNECTIONS.
4. CONTRACTOR TO INSTALL 8 PAIR, 24 GAUGE, (16 WIRES) FOR ALARMS.



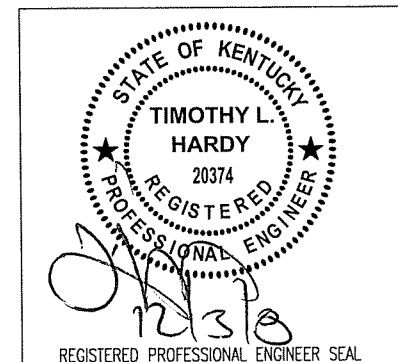
ELECTRICAL CONDUIT LAYOUT
(SCALE: 1" = 10'-0")



CONDUIT LAYOUT DETAIL
(N.T.S.)

NOTE: CONTRACTOR TO VERIFY ALL EXISTING UTILITIES BEFORE DIGGING

NOTE:
BOUNDARY AND SITE FEATURES ARE BASED ON FIELD MEASUREMENTS. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN ACTUAL FIELD CONDITIONS AND THIS DRAWING.



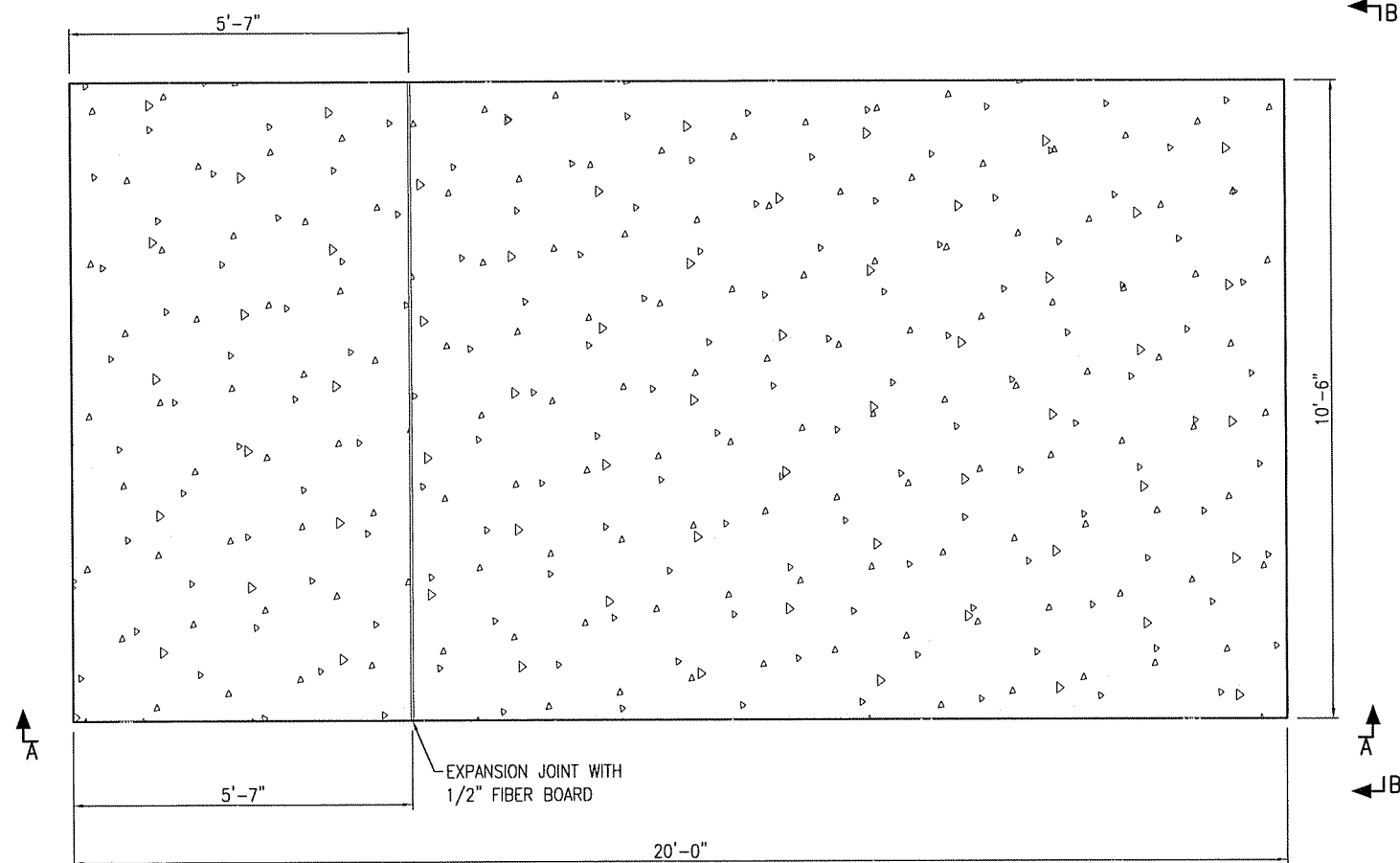
ITEM	REVISIONS	BY	CHK. BY	DATE

DRAWN BY:	DATE:
S.E. WOMACK	11-12-08
CHECKED BY:	DATE:
T.L. HARDY	11-12-08
APPROVED BY:	DATE:

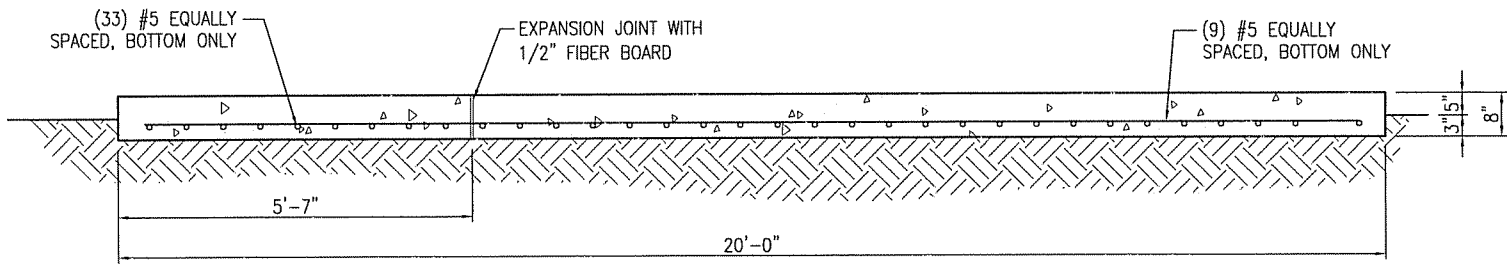
HARDY ENGINEERING, INC.
ENGINEERING AND CONSULTING
209 LINDEN STREET, P.O. BOX 708
TRUSSVILLE, AL 35173
PHONE: (205) 655-1427 FAX: (205) 661-9027

DWG NAME: ELECTRICAL CONDUIT LAYOUT	
9LV1109A SITE: ROUGH 1 HARDINSBURG, KENTUCKY FOR POWERTEL / MEMPHIS, INC. LOUISVILLE, KENTUCKY	
CAD No: LV1109_C7	DWG No: C7
SCALE: AS SHOWN	

CONDUIT SCHEDULE				
CONDUIT	SIZE (IN.)	FROM	TO	DESCRIPTION
A	2"	GENERATOR	ATS	POWER
B	1"	GENERATOR	UTILITY BOX	BATTERY CHARGER / ENGINE BLOCK HEATER
C	1"	GENERATOR	ATS	ALARMS / 2 WIRE START
D	1"	GENERATOR	UTILITY BOX	ALARMS
E	2"	RADIO CABINET	UTILITY BOX	POWER
F	2"	RADIO CABINET	UTILITY BOX	25 PAIR CABLE / ALARMS
G	1"	RADIO CABINET	UTILITY BOX	ALARMS
H	1"	RADIO CABINET	UTILITY BOX	DC POWER

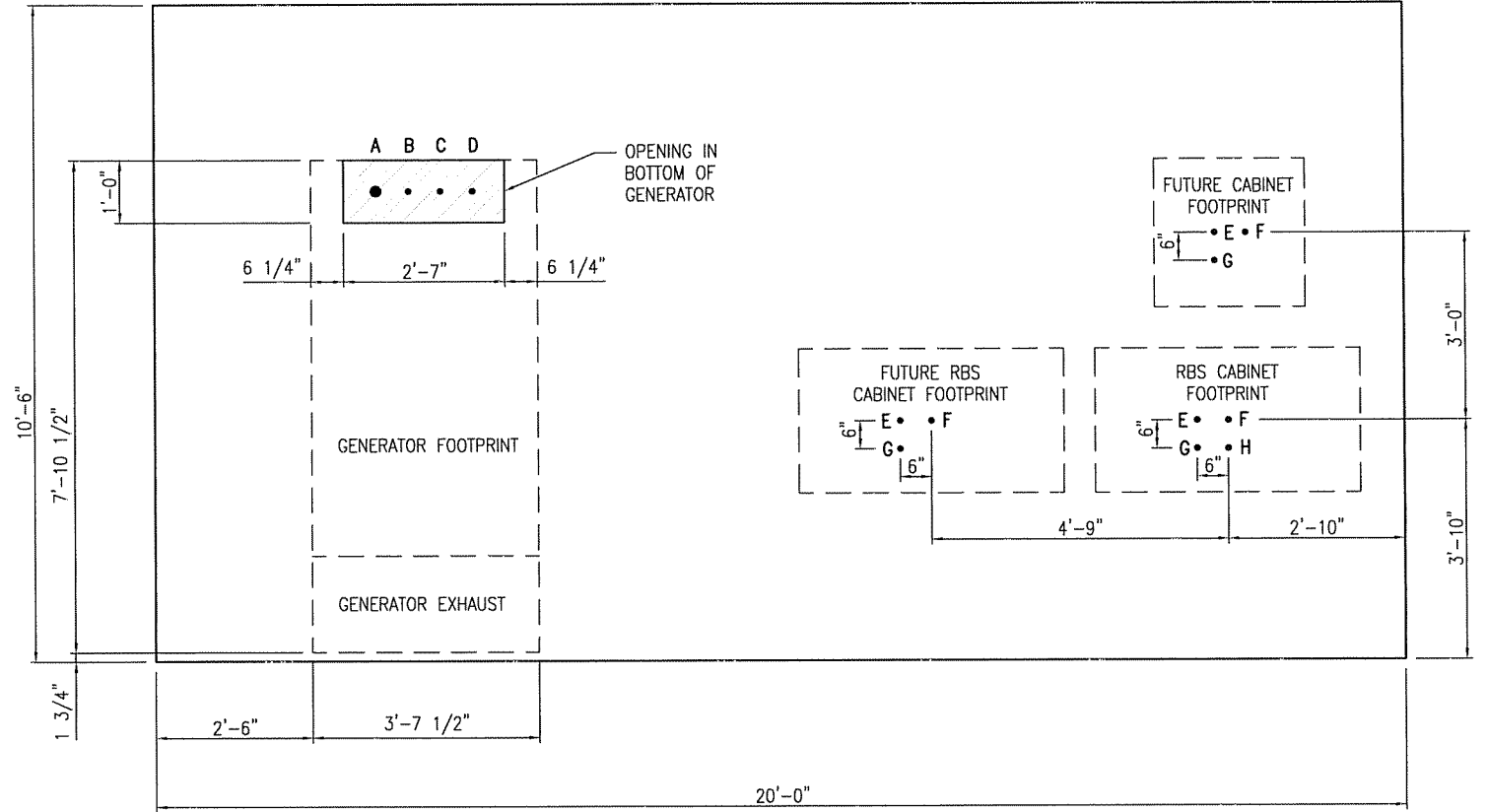


PLAN VIEW
(CONCRETE SLAB)

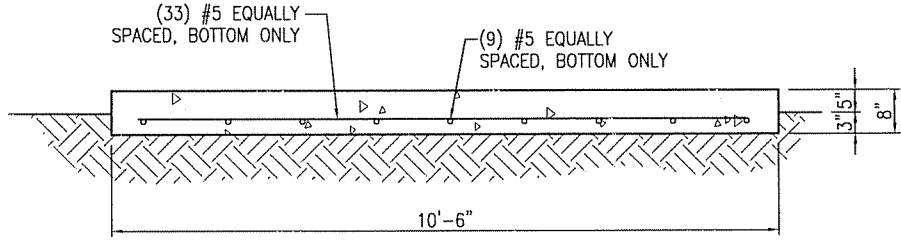


SECTION A-A

← 1B



PLAN VIEW
(GENERATOR AND EQPT PAD)



SECTION B-B

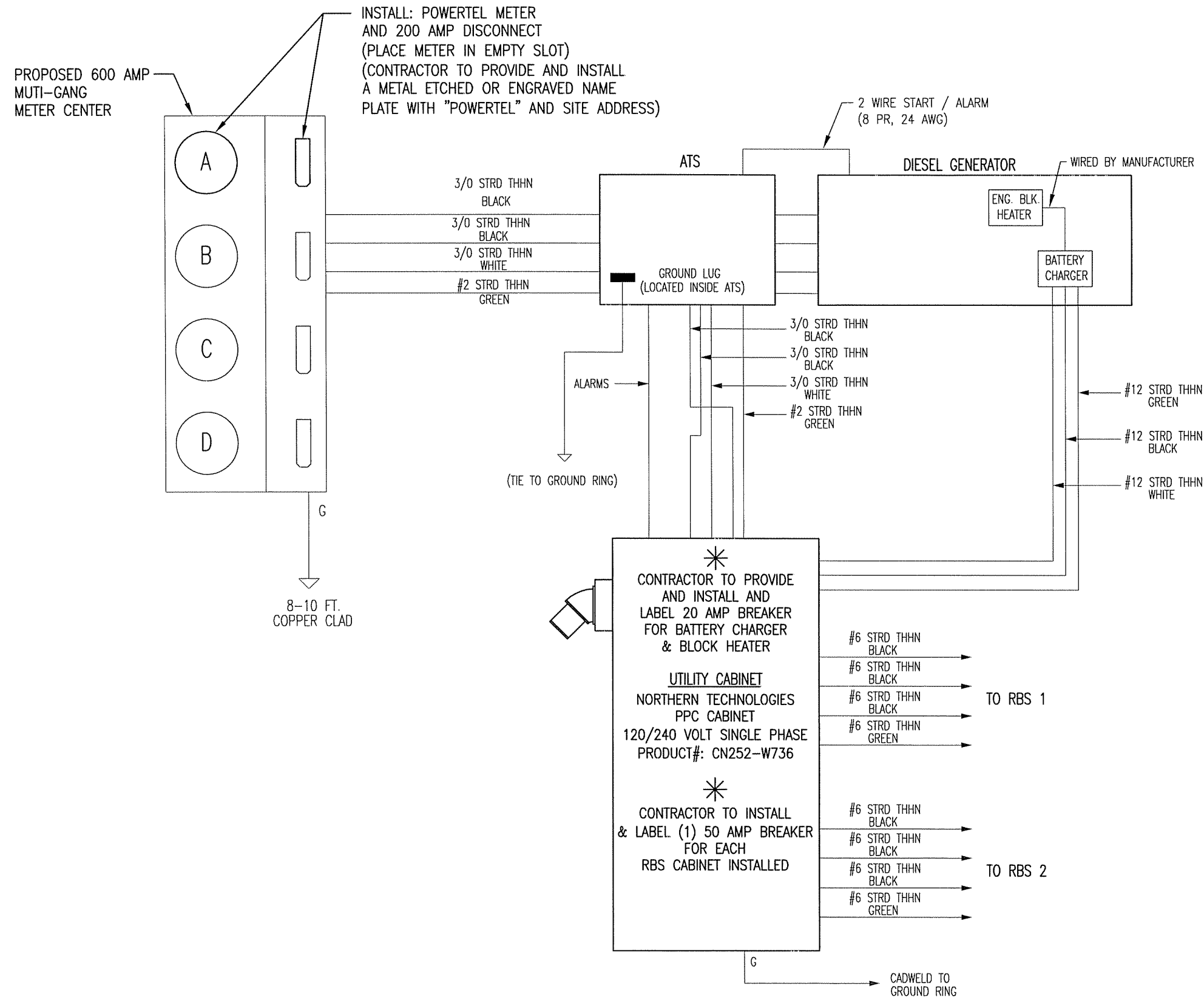


ITEM	REVISIONS	BY	CHK. BY	DATE

DRAWN BY:	DATE:
S.E. WOMACK	11-12-08
CHECKED BY:	DATE:
T.L. HARDY	11-12-08
APPROVED BY:	DATE:

HARDY ENGINEERING, INC.
 ENGINEERING AND CONSULTING
 209 LINDEN STREET, P.O. BOX 708
 TRUSSVILLE, AL 35173
 PHONE: (205) 655-1427 FAX: (205) 661-9027

DWG NAME: CONCRETE FOUNDATION DETAILS		
STANDARD DRAWING FOR POWERTEL / MEMPHIS, INC. LOUISVILLE, KENTUCKY		
CAD No: LV1109_C8	SCALE: NONE	DWG No: C8

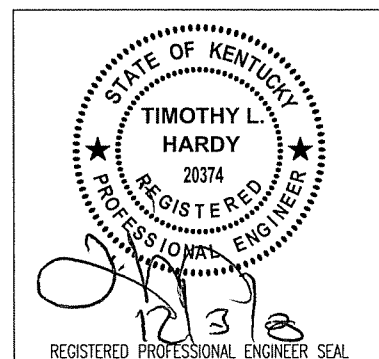


NOTE 1: WHEN INSTALLING TVSS UNIT, USE 3" LONG 1-1/4" CLOSE NIPPLE. USE LOWEST MOST BREAKER POSITIONS FOR 2P-60A BREAKER AND KEEP ALL WIRING TO TVSS AS SHORT AND DIRECT AS POSSIBLE NO SHARP WIRING BENDS.

NOTE 2: ALL FLEXIBLE OR SEALTITE CONDUITS ARE TO BE METALLIC TYPE ONLY.

NOTE 3: ALL ELECTRICAL NEUTRAL AND GROUNDING CONDUCTORS ARE TO BE SAME SIZE AS CURRENT CARRYING CONDUCTORS.

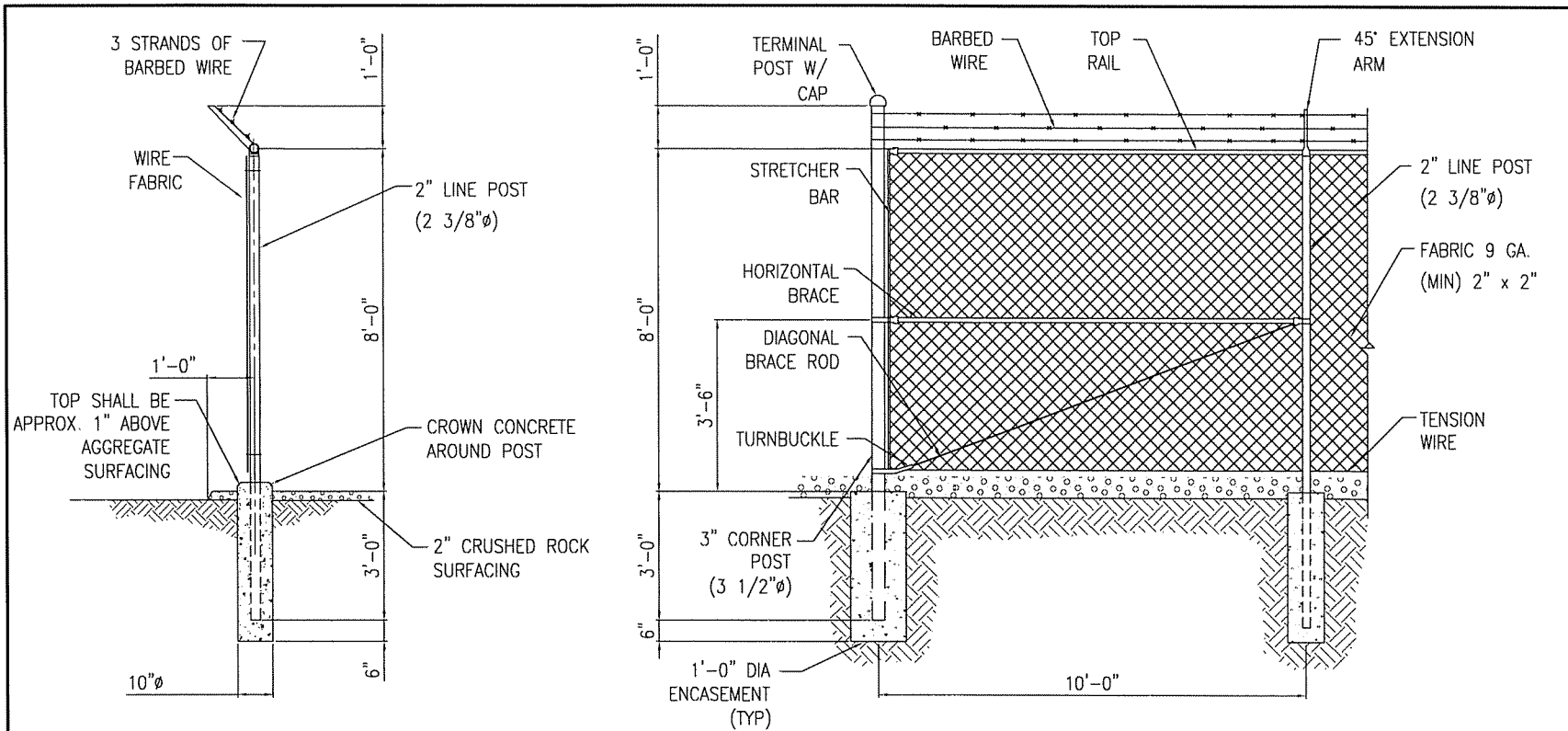
NOTE 4: USE A GROUNDING BUSHING ON ALL CONDUITS THAT ENTER LOAD CENTERS, GENERATOR AND TELCO ENCLOSURE.



ITEM	REVISIONS	BY	CHK. BY	DATE	DRAWN BY :	DATE :	DWG NAME:
					S.E. WOMACK	11-12-08	WIRING DIAGRAM
					T.L. HARDY	11-12-08	STANDARD DRAWING
							FOR
							POWERTEL / MEMPHIS, INC.
							LOUISVILLE, KENTUCKY
							CAD No: LV1109_C9
							SCALE: NOT TO SCALE
							DWG No: C9

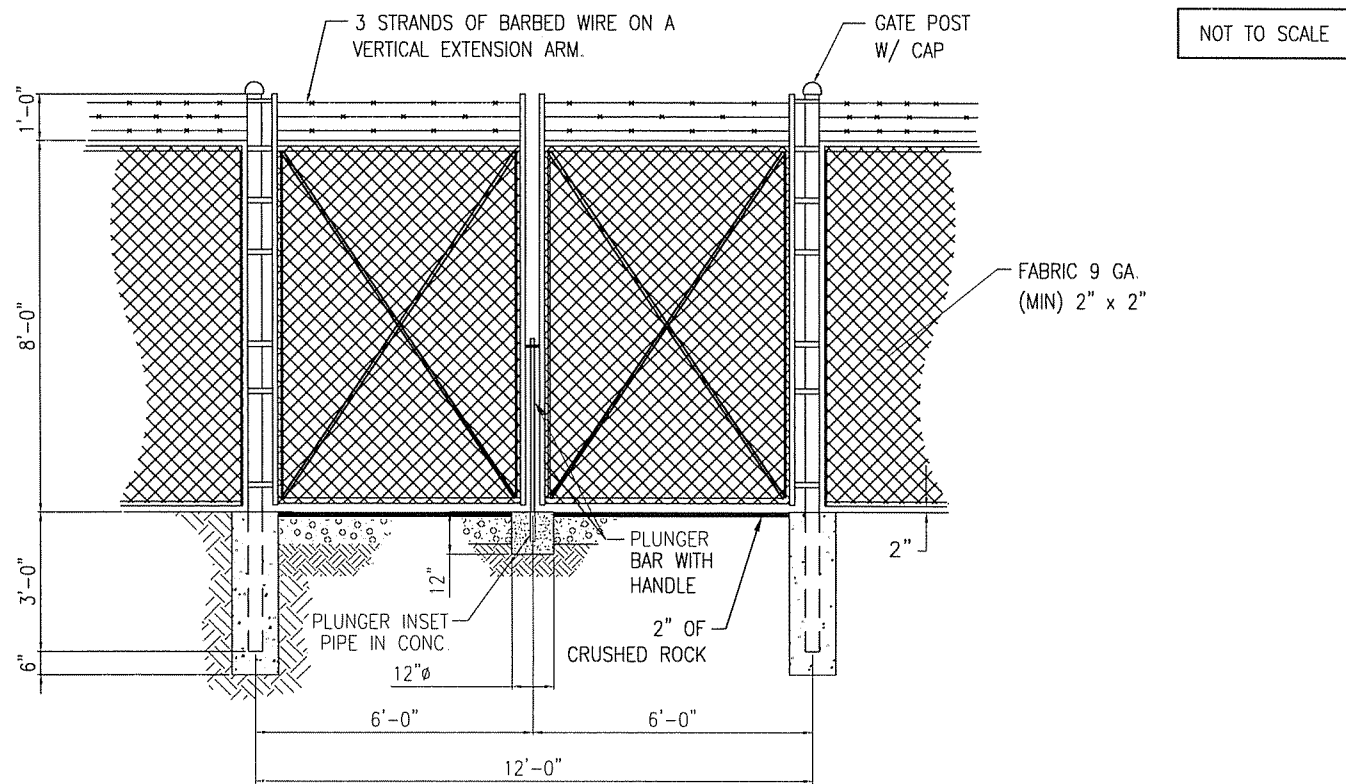
HARDY ENGINEERING, INC.

ENGINEERING AND CONSULTING
209 LINDEN STREET, P.O. BOX 708
TRUSSVILLE, AL 35173
PHONE: (205) 655-1427 FAX: (205) 661-9027



TYPICAL FENCE POST

TYPICAL CORNER POST DETAIL



12'-0" DOUBLE SWING GATE DETAIL

NOT TO SCALE

FENCE TYPE:

SHALL CONSIST OF GALVANIZED STEEL FRAMEWORK AND GALVANIZED STEEL FABRIC WITH A HEIGHT OF 8 FEET AND AN OVERALL HEIGHT OF 9 FEET FROM THE BOTTOM OF THE FABRIC TO THE TOP BARBED WIRE. THE FENCE SHALL HAVE A TOP RAIL, BOTTOM TENSION WIRE, AND THREE STRANDS OF BARBED WIRE MOUNTED ON VERTICAL EXTENSION ARMS. THE UPPER STRAND SHALL BE APPROXIMATELY 12 INCHES ABOVE THE TOP OF THE FABRIC. POSTS SHALL BE SET IN CONCRETE OR IN SLEEVES AS DETAILED.

MATERIALS:

MATERIALS FOR CHAIN LINK FENCING SHALL BE AS FOLLOWS. ALL STEEL OR MALLEABLE IRON PARTS AND ACCESSORIES FOR FRAMEWORK SHALL BE HOT-DIP GALVANIZED IN ACCORDANCE WITH RESIDENTIAL STANDARDS:

FABRIC: RESIDENTIAL FABRIC 11-1/2 GAUGE, 2 1/4 INCH MESH; GALVANIZED ASTM A392, CLASS 2; TWISTED SELVAGE ON TOP, KNUCKLED SELVAGE ON BOTTOM.

COMMERCIAL POST: LINE POST ARE 2 1/2 INCH, SCH. 40, 2 1/2 O.D. PIPE
 TERMINAL POSTS (END, CORNER, AND PULL) ARE 2-1/2 INCH, SCH. 40, 2-7/8 INCH O.D. PIPE
 GATE POST (SWING POSTS) ARE GATE OR LEAF 6ft OR LESS, 2-1/2 INCH, SCH. 40, 2-7/8 INCH O.D. PIPE
 GATE OR LEAF OVER 6ft WIDE AND UP TO 13ft, 3-1/2 INCH, SCH. 40, 4 INCH O.D. PIPE
 TOP RAILS ARE 1-5/8 INCH OD (17 GAUGE) PIPE.

MATERIALS: RAIL COUPLINGS: SLEEVE TPE, 6 INCHES EXPANSION SPRING IN EVERY FIFTH COUPLING.
BRACING: PIPE BRACE SAME AS TOP RAIL, WITH 3/8 INCH DIAMETER STEEL ROD TRUSS AND TIGHTENER
POST TOPS: PRESSED STEEL, MALLEABLE IRON WITH PRESSED STEEL EXTENSION ARM, OR ONE-PIECE ALUMINUM CASTING; WITH HOLE FOR TOP RAIL, DESIGNED TO FIT OVER THE OUTSIDE OF THE POST AND TO PREVENT ENTRY OF MOISTURE INTO TUBULAR POST. BARBED WIRE: GALVANIZED, ASTM A121 CLASS 3; THREE 14 GAUGE MINIMUM STEEL WIRES WITH 4 POINT ROUND 14 GAUGE BARBS SPACED 4 INCHES APART.
STRETCHER BARS: STEEL, 3/16 BY 3/4 INCH, OR EQUIVALENT CROSS-SECTIONAL AREA.
FABRIC TIES: ALUMINUM BANDS AND WIRES
GATE FRAMES: 1-1/2 INCH, SCH. 40, 1-7/8 INCH OD PIPE.
TENSION WIRE: GALVANIZED OR ALUMINUM COATED COIL SPRING WIRE, 7 GAUGE.

ITEM	REVISIONS	BY	CHK. BY	DATE

DRAWN BY:	S.E. WOMACK	DATE:	11-12-08
CHECKED BY:	T.L. HARDY	DATE:	11-12-08
APPROVED BY:		DATE:	

HARDY ENGINEERING, INC.
 ENGINEERING AND CONSULTING
 209 LINDEN STREET, P.O. BOX 708
 TRUSSVILLE, AL 35173
 PHONE: (205) 655-1427 FAX: (205) 661-9027

DWG NAME: **FENCE DETAILS**
 STANDARD DRAWING
 FOR
 POERTEL / MEMPHIS, INC.
 LOUISVILLE, KENTUCKY

CAD No: LV1109_C11 SCALE: AS SHOWN DWG No: C11

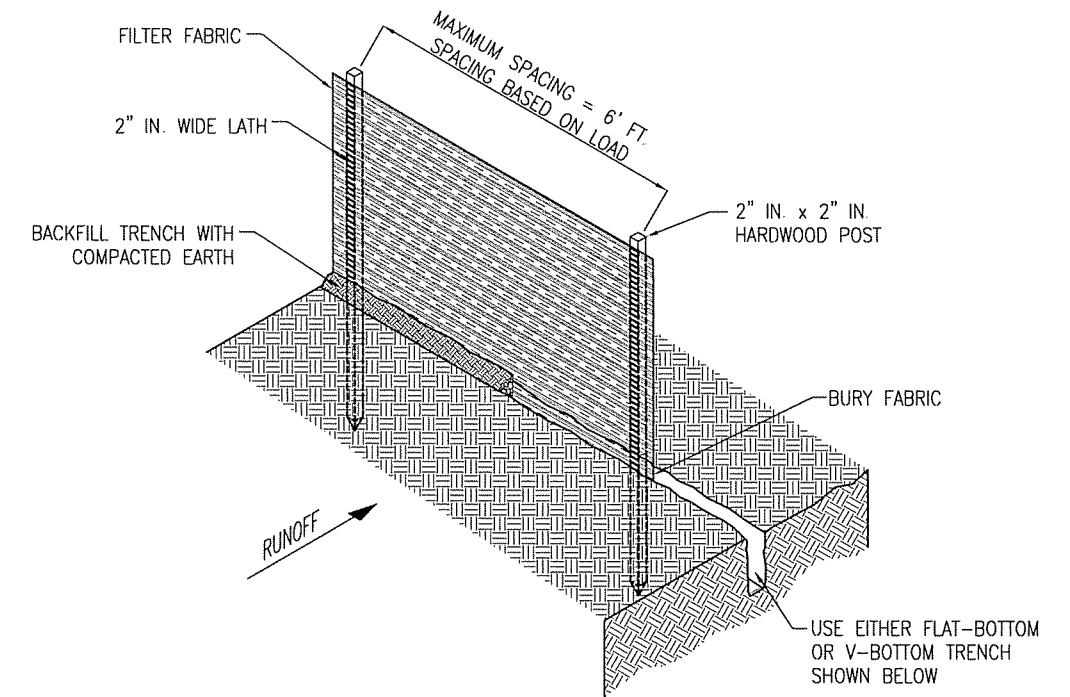


INSTALLATION:

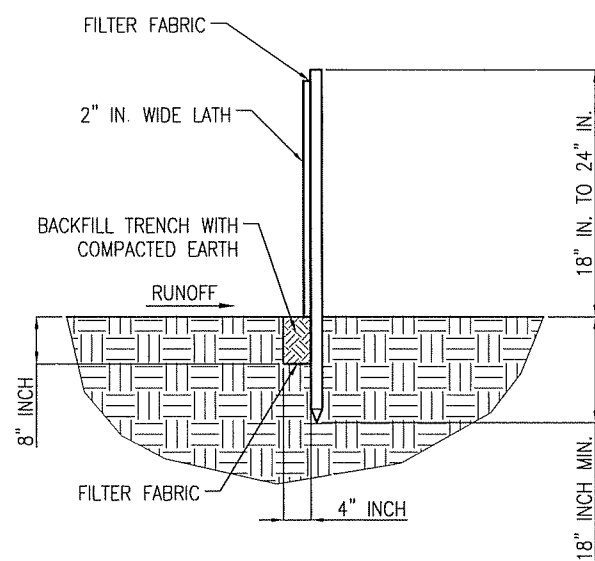
1. THE FENCE SHOULD BE PLACED ACROSS THE SLOPE ALONG A LINE OF UNIFORM ELEVATION (PERPENDICULAR TO THE DIRECTION OF THE FLOW). THE FENCE SHOULD BE LOCATED AT LEAST 10' FEET FROM THE TOE OF STEEP SLOPES TO PROVIDE SEDIMENT STORAGE AND ACCESS FOR MAINTENANCE AND CLEANOUT.
2. A FLAT-BOTTOM TRENCH APPROXIMATELY 4"-INCHES WIDE AND 8"-INCHES DEEP, OR A V-SHAPED TRENCH 8"-INCHES DEEP SHOULD BE EXCAVATED. ON THE DOWN SLOPE SIDE OF THE TRENCH, DRIVE THE 2"-IN. x 2"-IN. WOOD POSTS AT LEAST 18"-INCHES INTO THE GROUND, SPACING THEM NO FURTHER THAN 6'-FEET APART.
3. POSTS SHOULD BE INSTALLED, WITH 1" TO 2"-INCHES OF THE POST PROTRUDING ABOVE THE TOP OF THE FABRIC AND NO MORE THAN 3'-FEET OF THE POST SHOULD PROTRUDE ABOVE THE GROUND. THE MINIMUM FENCE HEIGHT (HEIGHT OF FILTER FABRIC ABOVE GRADE) SHALL BE 18"-INCHES. THE MAXIMUM FENCE HEIGHT (HEIGHT OF FILTER FABRIC ABOVE GRADE) SHALL BE 24 INCHES.
4. THE FILTER FABRIC SHOULD BE PURCHASED IN A CONTINUOUS ROLL AND CUT TO LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS. WHEN JOINTS ARE NECESSARY, FILTER CLOTH SHOULD BE WRAPPED TOGETHER ONLY AT A SUPPORT POST WITH BOTH ENDS SECURELY FASTENED TO THE POST, WITH A MINIMUM 6"-INCH OVERLAP.
5. EXTRA-STRENGTH FILTER CLOTH (50 POUNDS / LINEAR INCH MINIMUM TENSILE STRENGTH) SHOULD BE USED. A 2"-INCH WIDE LATH SHALL BE STAPLED OVER THE FILTER FABRIC TO SECURELY FASTEN IT TO THE UPSLOPE SIDE OF THE POSTS. THE STAPLES USED SHOULD BE 1.5"-INCH HEAVY-DUTY WIRE STAPLES SPACED A MAXIMUM OF 8"-INCHES APART.
6. PLACE THE BOTTOM 12"-INCHES OF THE FILTER FABRIC INTO THE 8"-INCH DEEP TRENCH, EXTENDING THE REMAINING 4"-INCHES TOWARDS THE UPSIDE OF THE TRENCH AND BACK FILL THE TRENCH WITH SOIL OR GRAVEL AND COMPACTED.

INSPECTION AND MAINTENANCE:

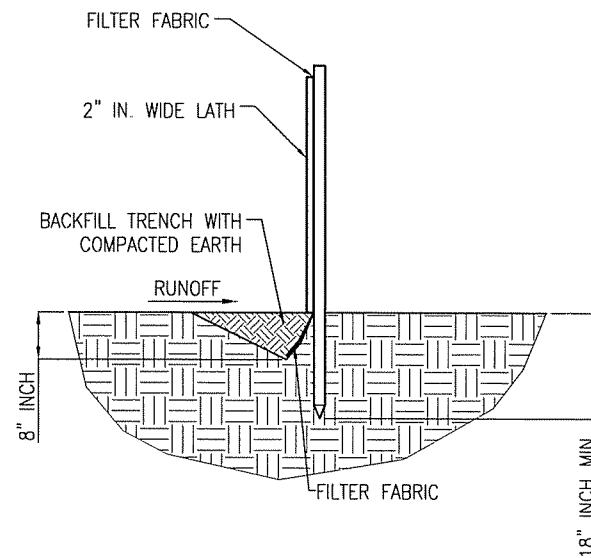
1. INSPECT SILT FENCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24-HOURS AFTER EACH RAINFALL EVENT THAT PRODUCES 1/2"-INCH OR MORE OF PRECIPITATION. CHECK FOR AREAS WHERE RUNOFF HAS ERODED A CHANNEL BENEATH THE FENCE, OR WHERE THE FENCE WAS CAUSED TO SAG OR COLLAPSE BY RUNOFF OVER TOPPING THE FENCE.
2. IF THE FENCE FABRIC TEARS, BEGINS TO DECOMPOSE, OR IN ANY OTHER WAY BECOMES INEFFECTIVE, REPLACE THE AFFECTED SECTION OF FENCE IMMEDIATELY.
3. SEDIMENT MUST BE REMOVED WHEN IT REACHES APPROXIMATELY 1/3 THE HEIGHT OF THE FENCE, ESPECIALLY IF HEAVY RAINS ARE EXPECTED.
4. SILT FENCE SHOULD BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER TEMPORARY BMPs ARE NO LONGER NEEDED. TRAPPED SEDIMENT SHOULD BE REMOVED OR STABILIZED ON SITE. DISTURBED AREAS RESULTING FROM FENCE REMOVAL SHALL BE PERMANENTLY STABILIZED.



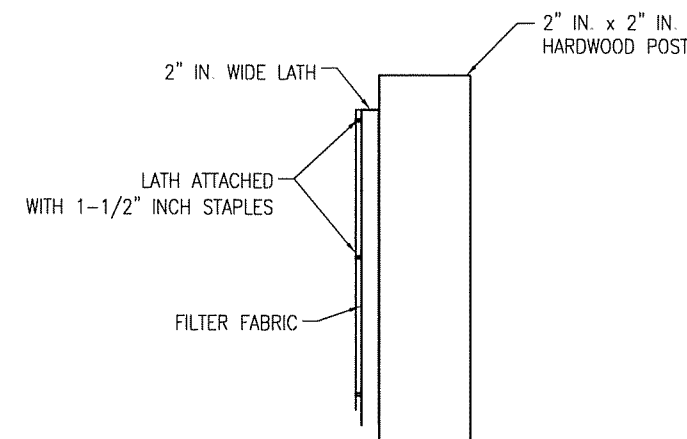
SILT FENCE INSTALLATION



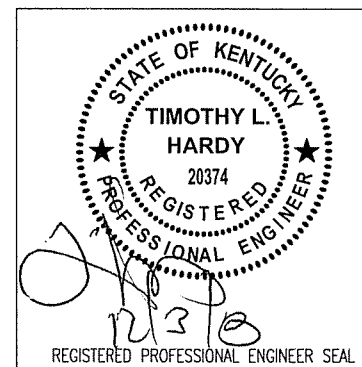
FLAT-BOTTOM TRENCH DETAIL



V-SHAPED TRENCH DETAIL



FABRIC ATTACHMENT DETAIL



ITEM	REVISIONS	BY	CHK. BY	DATE	DRAWN BY:	DATE:	ENGINEERING AND CONSULTING	DRG NAME:
					S.E. WOMACK	11-12-08	HARDY ENGINEERING, INC.	SILT FENCE DETAILS & NOTES
					T.L. HARDY	11-12-08	209 LINDEN STREET, P.O. BOX 708 TRUSSVILLE, AL 35173 PHONE: (205) 655-1427 FAX: (205) 661-9027	STANDARD DETAILS FOR POWERTEL / MEMPHIS, INC. LOUISVILLE, KENTUCKY
								CAD No: LV1109_C12 SCALE: NTS DRG No: C12