BRIGGS LAW OFFICE, PSC

1301 Clear Springs Trace | Suite 205 | Louisville, Kentucky 40223
Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

February 16, 2010

Via FedEx Overnight Delivery

Kentucky Public Service Commission
Attn: Linda Faulkner
Director, Division of Filings
211 Sower Boulevard
Frankfort, KY 40602

2010-00015

RE: Application to Construct Wireless Communications Facility
Case Number: 2010-00015

Dear Ms. Faulkner,

On behalf of my client, New Cingular Wireless PCS, LLC, we are hereby submitting an original and five (5) copies of an Application for Certificate of Public Convenience and Necessity to Construct a Wireless Communications Facility.

Please contact me if you require any further documentation or have any questions concerning this application.

Sincerely,

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

Enclosures

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF NEW CINGULAR WIRELESS PCS, LLC	)
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC	)
CONVENIENCE AND NECESSITY TO CONSTRUCT	)
A WIRELESS COMMUNICATIONS FACILITY AT	)CASE: **2010-00015**
3950 LEXINGTON ROAD, VERSAILLES	)
WOODFORD COUNTY, KENTUCKY, 40383	)
IN THE WIRELESS COMMUNICATIONS LICENSE AREA	)
IN THE COMMONWEALTH OF KENTUCKY	)

SITE NAME: LITTLE TEXAS (252P0127)

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

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

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

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

3. Applicant proposes construction of an antenna tower in Woodford County, Kentucky, which is not within the jurisdiction of the Versailles-Midway-Woodford County Planning Commission as jurisdiction is defined by Commonwealth of Kentucky Court of Appeals in opinion for No. 2007-CA-000697 and Applicant submits the Application to the PSC for a CPCN pursuant to KRS §§ 278.020(1), 278.650, and 278.665.

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

5. To address the above-described service needs, Applicant proposes to construct a WCF at 3950 Lexington Road, Versailles, Kentucky 40383 (38° 02' 42.961" North Latitude, 84° 39' 33.391" West Longitude (NAD 83)), in an area entirely within Woodford County. The property in which the WCF will be located is currently owned by Christian Broadcasting System, Ltd., pursuant to that Deed of record in Deed Book 235, Page 556 in the Office of the Woodford County Clerk. The proposed WCF will consist of a 195 foot monopole tower with an approximately 4-foot tall lightning arrestor attached to the top of the tower for a total height of 199 feet. The WCF will also include concrete foundations to accommodate the placement of a prefabricated equipment shelter. The WCF

compound will be fenced and all access gates(s) will be secured. A detailed site development plan and survey, signed and sealed by a professional land surveyor registered in Kentucky is attached as **Exhibit B**.

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

7. A geotechnical engineering report was performed at the WCF site by Terracon Consultants, Inc. of Louisville, Kentucky, dated December 17, 2009 and is attached as **Exhibit E**. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who prepared the report is included as part of the exhibit.

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

9. The Federal Aviation Administration Determination of No Hazard to Air Navigation is attached as **Exhibit G**. The Kentucky Airport Zoning Conditional Approval is also attached as **Exhibit G**.

10. The Applicant operates on frequencies licensed by the Federal Communications Commission pursuant to applicable federal requirements.

Copies of the licenses are attached as **Exhibit H**. Appropriate FCC required signage will be posted on the site.

11. Based on the review of Federal Emergency Management Agency Flood Insurance Rate Maps, the licensed, professional land surveyor has noted in **Exhibit B** that the Flood Insurance Rate Map (FIRM) No. 2102300020A dated June 1, 1978 indicates that the proposed WCF is not located within any flood hazard area.

12. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced**.** Project Manager for the site is Chad Goughnour, of Nsoro, Inc.

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

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

15. Applicant has notified the Woodford County Judge Executive by certified mail, return receipt requested, of the proposed construction. The notice included the docket number under which the Application will be processed and

informed the Woodford County Judge Executive of his right to request intervention. Copy of the notice is attached as **Exhibit K**.

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

17. The site of the proposed WCF is located in a commercial/undeveloped area near Versailles, Kentucky.

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

19. A map of the area in which the proposed WCF is located, that is drawn to scale and that clearly depicts the search area in which a site should, pursuant to radio frequency requirements, be located is attached as **Exhibit M**.

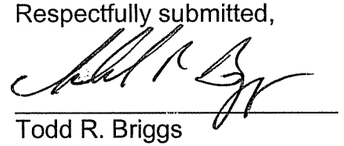
20. No reasonably available telecommunications tower, or other suitable structure capable of supporting the Applicant's facilities which would provide adequate service to the area exists.

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

Todd R. Briggs
Briggs Law Office, PSC
1301 Clear Springs Trace
Suite 205
Louisville, KY 40223
(502) 412-9222
todd@briggslawoffice.net

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

Respectfully submitted,



Todd R. Briggs
Briggs Law Office, PSC
1301 Clear Springs Trace
Suite 205
Louisville, KY 40223
Telephone 502-412-9222
Counsel for New Cingular Wireless PCS, LLC

Mary K. Keyer
General Counsel
AT&T Kentucky
601 W. Chestnut Street
Room 407
Louisville, KY 40203

LIST OF EXHIBITS

Exhibit A	Certificate of Authorization
Exhibit B	Site Development Plan and Survey
Exhibit C	Vertical Tower Profile
Exhibit D	Structural Design Report Foundation Design Report
Exhibit E	Geotechnical Engineering Report
Exhibit F	Competing Utilities List and Map of Like Facilities, General Area
Exhibit G	FAA Approval KAZC Conditional Approval
Exhibit H	FCC Documentation
Exhibit I	Directions to Site and Copy of Lease Agreement
Exhibit J	Property Owner Notification Listing Copy of Property Owner Notifications 500' Radius Vicinity Map
Exhibit K	Copy of County Judge Executive Notice
Exhibit L	Copy of Posted Notices
Exhibit M	Map of Search Area
Exhibit N	Miscellaneous

Exhibit A

Commonwealth of Kentucky
Trey Grayson, Secretary of State

8/6/2009

Division of Corporations
Business Filings

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

Certificate of Authorization

Authentication Number: 84012
Jurisdiction: Briggs Law Office, PSC
Visit http://apps.sos.ky.gov/business/obdb/certvalidate.aspx to authenticate this certificate.

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

NEW CINGULAR WIRELESS PCS, LLC

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 6th day of August, 2009.

Trey Grayson
Secretary of State
Commonwealth of Kentucky
84012/0481848

Delaware

The First State

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

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

Harriet Smith Windsor

Harriet Smith Windsor, Secretary

2445544 8100

040770586

AUTHENTICATION: 3434823

DATE: 10-26-04

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

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

1. The name of the limited liability company is AT&T Wireless PCS, LLC (the "Company").

2. The Certificate of Formation of the Company is amended by deleting the first paragraph in its entirety and replacing it with a new first paragraph to read as follows:

   "**FIRST:** The name of the limited liability company is New Cingular Wireless PCS, LLC."

3. The Certificate of Amendment shall be effective at 7:30 p.m. EDT on October 26, 2004.

[Signature on following page]

IN WITNESS WHEREOF, AT&T Wireless PCS, LLC has caused this Certificate of Amendment to be executed by its duly authorized Manager this 26th day of October, 2004.

AT&T WIRELESS PCS, LLC

By: Cingular Wireless LLC, its Manager

By: [signature]
Name: Joanne Todaro
Title: Assistant Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 09/01/1999
991373168 – 2445544

STATE OF DELAWARE

CERTIFICATE OF FORMATION OF

AT&T WIRELESS PCS, LLC

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

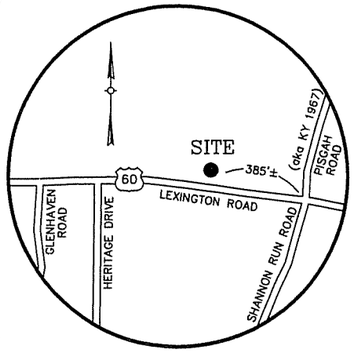
FIRST: The name of the limited liability company is AT&T Wireless PCS, LLC.

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

DATED this 7 day of September, 1999.

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

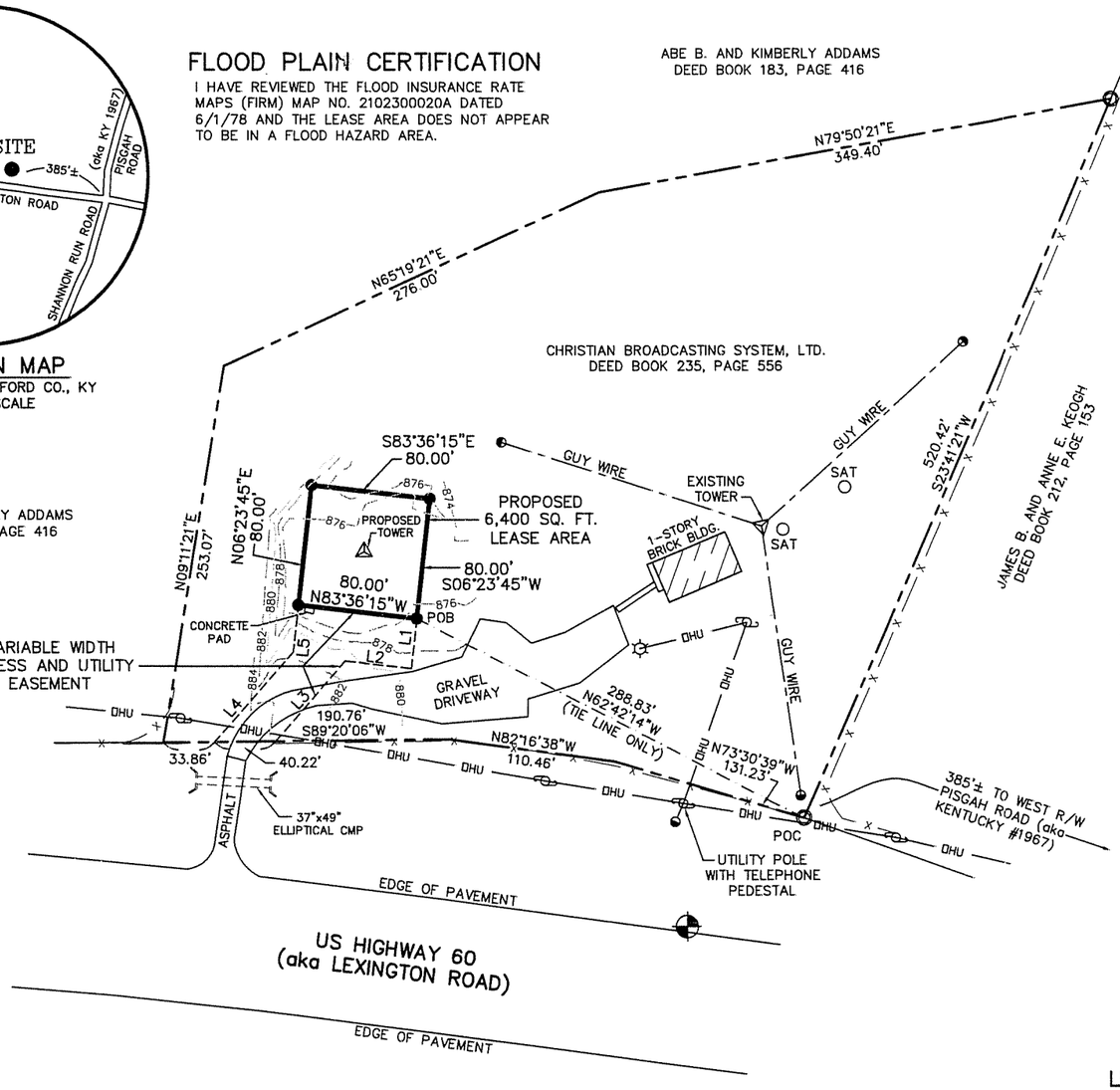
Mark U. Thomas, Vice President



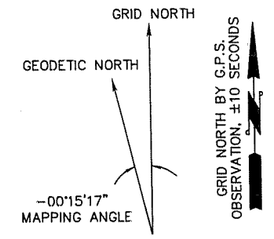
LOCATION MAP
VERSAILLES, WOODFORD CO., KY
NOT TO SCALE

FLOOD PLAIN CERTIFICATION

I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 2102300020A DATED 6/1/78 AND THE LEASE AREA DOES NOT APPEAR TO BE IN A FLOOD HAZARD AREA.



LINE CHART		
L1	S06°23'45"W	33.36'
L2	N83°36'15"W	44.86'
L3	S41°05'55"W	70.86'
L4	N41°05'55"E	79.24'
L5	N06°23'45"E	31.41'



NORTH IS BASED ON GRID NORTH KENTUCKY STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 1983 AND WAS DETERMINED BY COMPUTATION FROM G.P.S OBSERVATION ON NOVEMBER 2, 2009.

BENCHMARK
NORTH: 198577.106
EAST: 1522766.528
ELEVATION: 896.02 (NAVD 88)
LOCATION: #5 REBAR WITH CAP "BTM TRAVERSE"

COORDINATE POINT LOCATION
PROPOSED TOWER CENTERLINE
NAD 1983
LATITUDE: 38°02'42.951"N
LONGITUDE 84°39'33.391"W
ELEVATION: 874.86 (NAVD 88)
STATE PLANE COORDINATE
NORTHING: 198825.82
EASTING: 1522552.59

LEGEND

DHU	EXISTING OVERHEAD UTILITIES
	LEASE LINE
	APPROXIMATE PROPERTY LINE
x x	FENCE LINE
	UTILITY POLE
	GUY ANCHOR
O	FOUND #5 REBAR UNLESS OTHERWISE NOTED
●	SET #5 REBAR WITH CAP STAMPED "JOHN THOMAS #3259" UNLESS OTHERWISE NOTED
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
CMP	CORRUGATED METAL PIPE
O SAT	SATELLITE DISH
	LIGHT POLE

NOTE

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

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT AND SURVEY WERE MADE UNDER MY SUPERVISION, AND THAT THE ANGULAR AND LINEAR MEASUREMENTS AS WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS MADE BY METHOD OF RANDOM TRAVERSE WITH SIDESHOTS. THE UNADJUSTED CLOSURE RATIO OF THE TRAVERSE WAS GREATER THAN 1:5,000. THIS SURVEY MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR A CLASS "B" SURVEY AS ESTABLISHED BY THE STATE OF KENTUCKY PER 201 KAR 18:150.

JOHN M. THOMAS, PLS 3259 — DATE 2-16-10

OWNER APPROVAL: — DATE

OWNER APPROVAL: — DATE

AT&T APPROVAL: — DATE

GRAPHIC SCALE
100 0 50 100
1 INCH = 100 FT.

LEGAL DESCRIPTIONS

THIS IS THE DESCRIPTION FOR AT&T, FOR AN AREA TO BE LEASED FROM A TRACT OF LAND CONVEYED TO CHRISTIAN BROADCASTING SYSTEM, LTD. BY DEED OF RECORD IN DEED BOOK 235, PAGE 556 IN THE OFFICE OF THE COUNTY CLERK OF WOODFORD COUNTY, KENTUCKY AND FURTHER DESCRIBED AS FOLLOWS:

DESCRIPTION OF PROPOSED LEASE AREA AND EASEMENTS

NOTE: ALL BEARINGS AND DISTANCES ARE BASED ON GRID NORTH KENTUCKY STATE PLANE COORDINATE SYSTEM NORTH ZONE, NAD 1983.

COMMENCING AT A FOUND #5 REBAR APPROXIMATELY 385 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF PISGAH ROAD (aka KENTUCKY HIGHWAY #1967) IN THE NORTH RIGHT OF WAY LINE OF US HIGHWAY 60 (aka LEXINGTON ROAD) AND ALSO BEING THE SOUTHEAST PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO CHRISTIAN BROADCASTING SYSTEM, LTD. BY DEED OF RECORD IN DEED BOOK 235, PAGE 556 IN THE OFFICE OF THE COUNTY CLERK OF WOODFORD COUNTY, KENTUCKY; THENCE N62°42'14"W, 288.83 FEET TO A SET REBAR #5 REBAR WITH CAP STAMPED "JOHN THOMAS #3259" HEREAFTER REFEREED TO AS A SET REBAR AT THE POINT OF BEGINNING; THENCE WITH THE PROPOSED LEASE AREA THE NEXT FOUR CALLS, N83°36'15"W, 80.00 FEET TO A SET REBAR; THENCE N06°23'45"E, 80.00 FEET TO A SET REBAR; THENCE S83°36'15"E, 80.00 FEET TO A SET REBAR; THENCE S06°23'45"W, 80.00 FEET TO THE POINT OF BEGINNING 1 AND CONTAINING 6,400 SQUARE FEET.

ALSO, THE RIGHT TO USE FOR ACCESS AND UTILITIES TO THE ABOVE DESCRIBED LEASE AREA, VARIABLE WIDTH EASEMENT DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND #5 REBAR APPROXIMATELY 385 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF PISGAH ROAD (aka KENTUCKY HIGHWAY #1967) IN THE NORTH RIGHT OF WAY LINE OF US HIGHWAY 60 (aka LEXINGTON ROAD) AND ALSO BEING THE SOUTHEAST PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO CHRISTIAN BROADCASTING SYSTEM, LTD. BY DEED OF RECORD IN DEED BOOK 235, PAGE 556 IN THE OFFICE OF THE COUNTY CLERK OF WOODFORD COUNTY, KENTUCKY; THENCE N62°42'14"W, 288.83 FEET TO THE POINT OF BEGINNING; THENCE WITH SAID EASEMENT THE FOLLOWING SEVEN CALLS, S06°23'45"W, 33.36 FEET; THENCE N83°36'15"W, 44.86 FEET; THENCE S41°05'55"W, 70.86 FEET; THENCE S89°20'06"W, 40.22 FEET; THENCE N41°05'55"E, 79.24 FEET; THENCE N06°23'45"E, 31.41 FEET TO THE TERMINATION OF SAID EASEMENT AT THE POINT OF BEGINNING.

at&t

nsoro
It's just good business.

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

2-16-10
STATE OF KENTUCKY
JOHN M. THOMAS
3259
LICENSED PROFESSIONAL LAND SURVEYOR

SITE NAME: LITTLE TEXAS

SITE I.D.: 252P0127

SITE ADDRESS: 3950 LEXINGTON ROAD (US 60)
VERSAILLES, WOODFORD CO., KY 40383

LEASE AREA: 6,400 SQ. FT.

PROPERTY OWNER:
CHRISTIAN BROADCASTING SYSTEM, LTD.
5210 SOUTH SAGINAW STREET
FLINT, MICHIGAN 48507

TAX MAP NUMBER: 41

PARCEL NUMBER: 31

SOURCE OF TITLE: DEED BOOK 235, PAGE 556

LATITUDE: 38° 02' 42.951"N
LONGITUDE: 84° 39' 33.391"W

NO.	REVISION/ISSUE	DATE
1	ISSUE	11/10/09
2	REVISE EASEMENT	1/13/10

TITLE: COMMUNICATIONS SITE SURVEY

SHEET: C-2

SITE PLAN NOTES

1. THE PROPOSED DEVELOPMENT IS FOR A 195 FOOT MONOPOLE AND MULTIPLE EQUIPMENT LOCATIONS. ITS LOCATION IS 3950 LEXINGTON RD (US 60), VERSAILLES, KY 40383.

2. THE TOWER WILL BE ACCESSED BY A PROPOSED STABILIZED DRIVE FROM AN EXISTING ASPHALT ROADWAY (LEXINGTON RD–US 60) WHICH IS A PUBLIC RIGHT OF WAY. WATER, SANITARY SEWER, AND WASTE COLLECTIONS SERVICES ARE NOT REQUIRED FOR THE PROPOSED DEVELOPMENT.

3. CENTERLINE OF PROPOSED TOWER GEOGRAPHIC LOCATIONS:
   LATITUDE: 38° 02' 42.951" N 198825.82 N
   LONGITUDE: 84°39' 33.391" W 1522552.59 E

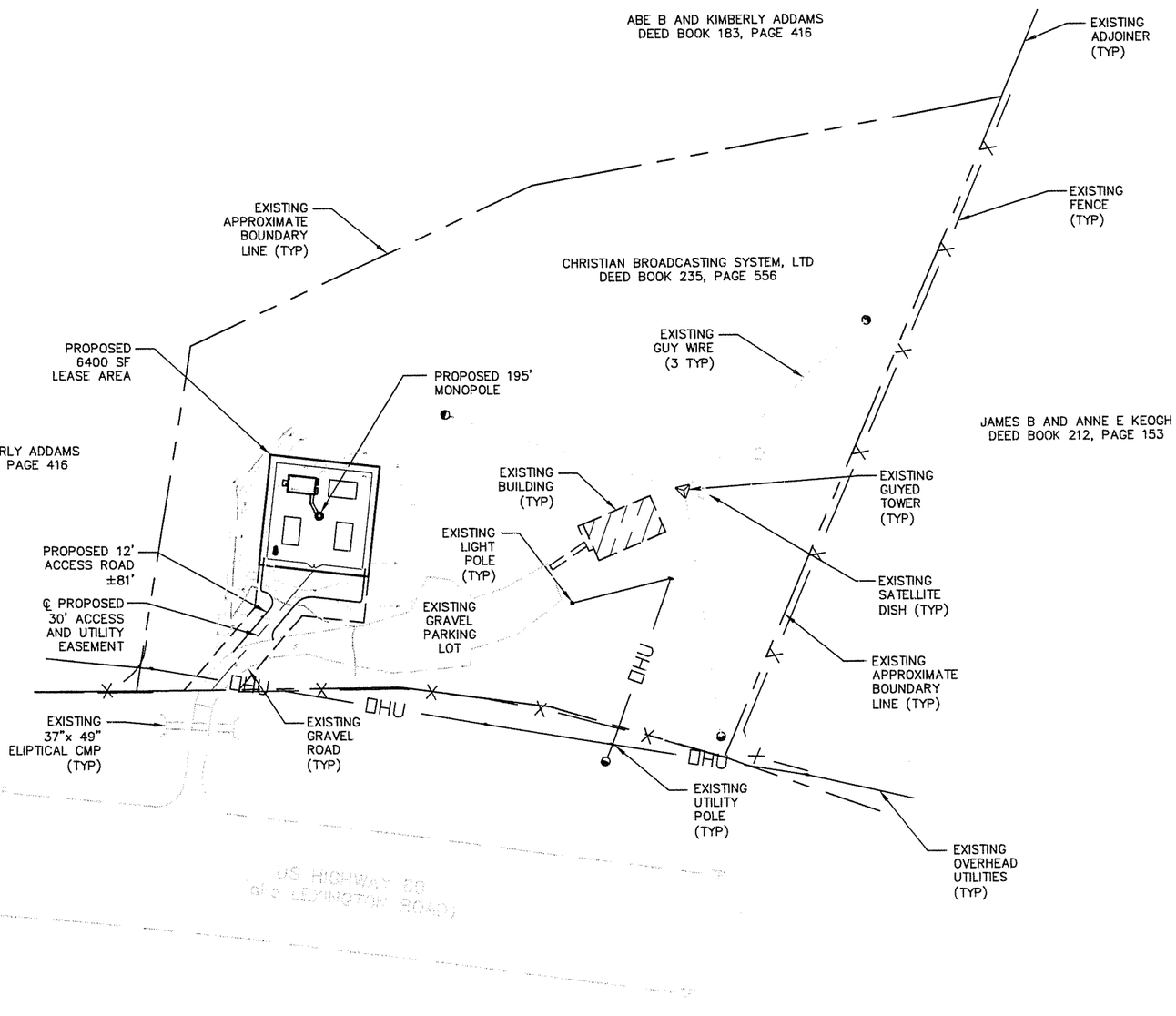
4. REMOVE ALL VEGETATION, CLEAN AND GRUBB LEASE AREA (WHERE REQUIRED).

5. FINISH GRADING TO PROVIDE EFFECTIVE DRAINAGE WITH A SLOPE OF NO LESS THAN ONE EIGHTH INCH (1/8") PER FOOT FLOWING AWAY FROM EQUIPMENT FOR A MINIMUM DISTANCE OF SIX FEET (6') IN ALL DIRECTIONS.

6. LOCATE ALL U.G. UTILITIES PRIOR TO ANY CONSTRUCTION.

7. COMPOUND FINISHED SURFACE TO BE FENCED

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



LEGEND

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

GRAPHIC SCALE

200 0 100 200

1 INCH = 200 FT.

at&t

nsoro
It's just good business.

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

STATE OF KENTUCKY
WOODROW W MARCUM JR
13602
LICENSED PROFESSIONAL ENGINEERS

SITE NAME: LITTLE TEXAS

SITE ID NUMBER: 252P0127

SITE ADDRESS: 3950 LEXINGTON RD (US 60) VERSAILLES, KY 40383

LATITUDE: 38° 02' 42.961"N
LONGITUDE: 84° 39' 33.391"W

TAX MAP NUMBER: 41

PARCEL NUMBER: 31

SOURCE OF TITLE: DEED BOOK 235, PAGE 556

PROPERTY OWNERS:
CHRISTIAN BROADCASTING SYSTEM, LTD
5210 S SAGINAW ST
FLINT, MICHIGAN 48507

NO	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	01/06/10
2	REISSUE FOR COMMENT	01/12/10
3	REISSUE FOR COMMENT	01/18/10
4	ISSUE FOR ZONING	02/16/10

TITLE: OVERALL SITE LAYOUT

SHEET: Z-2

SITE PLAN NOTES

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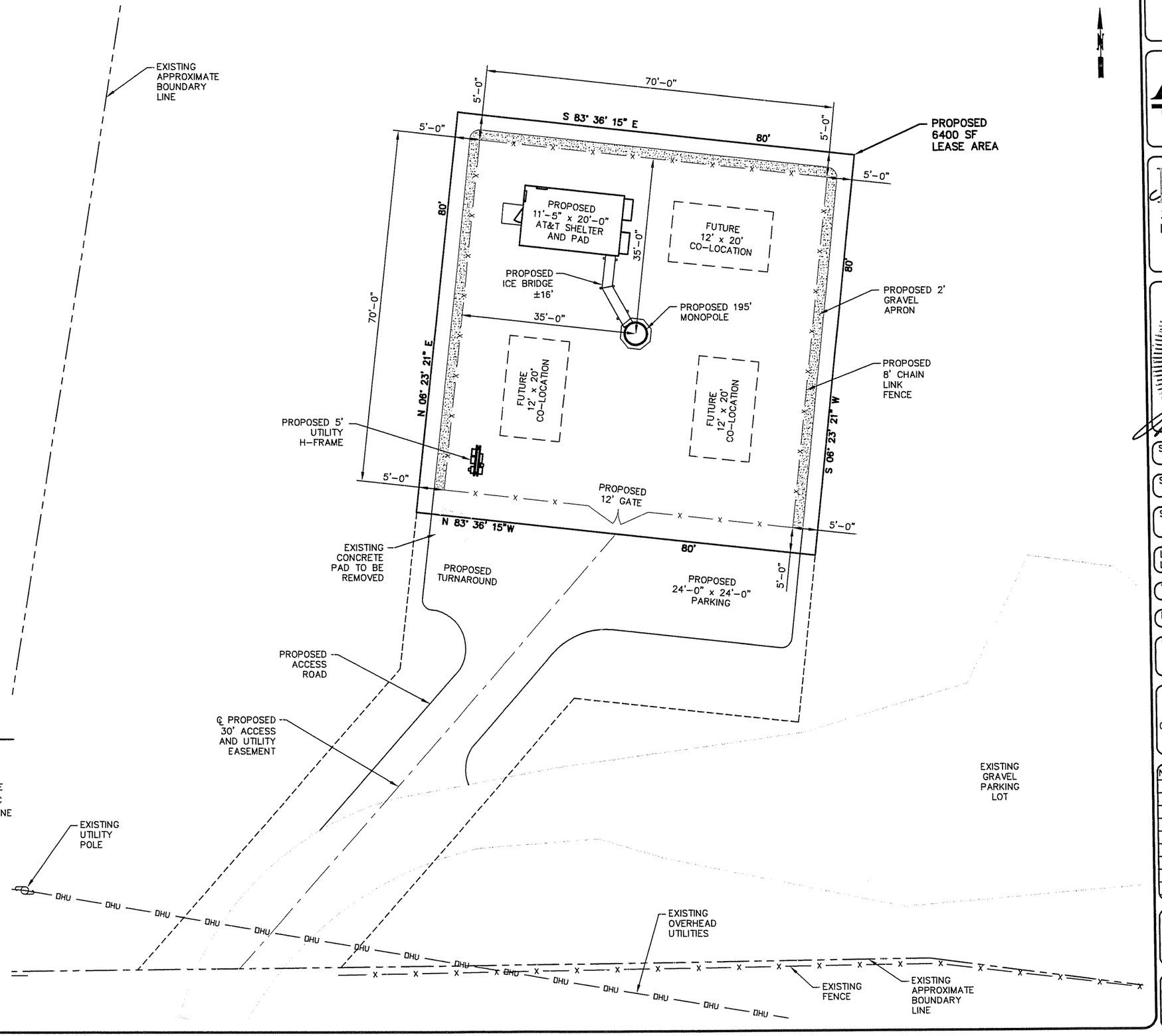
7. COMPOUND FINISHED SURFACE TO BE FENCED



UNDERGROUND UTILITIES

CALL 2 WORKING DAYS

BEFORE YOU DIG

INDIANA 1–800–382–5544
KENTUCKY 1–800–752–6007
OR DIAL 811
UTILITIES PROTECTION SERVICE
NON–MEMBERS MUST CALL DIRECTLY

LEGEND

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

GRAPHIC SCALE

10 5 0 5 10 20 40

(IN FEET)
1 inch = 20 ft.

at&t

nsoro
It's just good business.

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

STATE OF KENTUCKY
WOODROW W MARCUM JR
13602
LICENSED PROFESSIONAL ENGINEER

SITE NAME: LITTLE TEXAS

SITE ID NUMBER: 252P0127

SITE ADDRESS: 3950 LEXINGTON RD (US 60) VERSAILLES, KY 40383

LATITUDE: 38° 02' 42.961"N
LONGITUDE: 84° 39' 33.391"W

TAX MAP NUMBER: 41

PARCEL NUMBER: 31

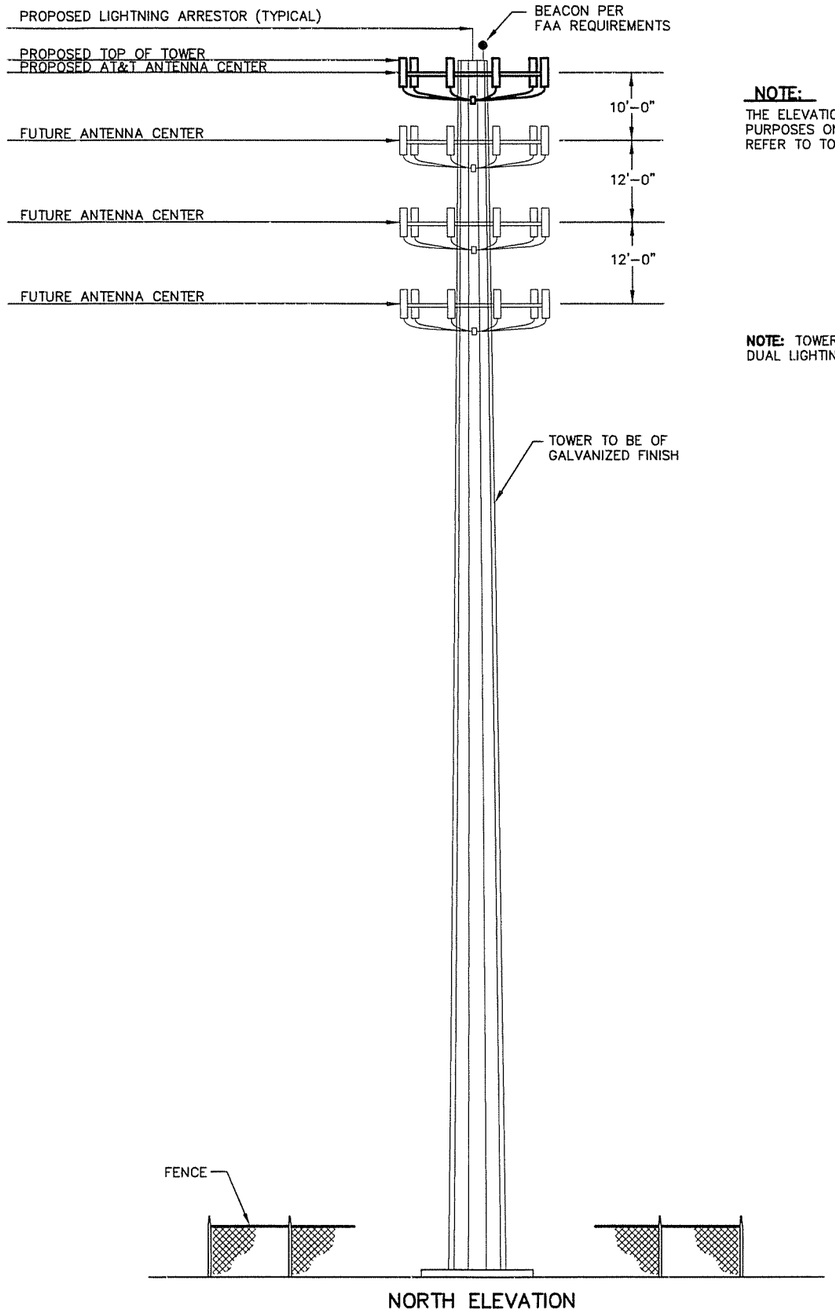
SOURCE OF TITLE: DEED BOOK 235, PAGE 556

PROPERTY OWNERS:
CHRISTIAN BROADCASTING SYSTEM, LTD
5210 S SAGINAW ST
FLINT, MICHIGAN 48507

NO	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	01/06/10
2	REISSUE FOR COMMENT	01/12/10
3	REISSUE FOR COMMENT	01/18/10
4	ISSUE FOR ZONING	02/16/10

TITLE: SITE LAYOUT

SHEET: Z–3



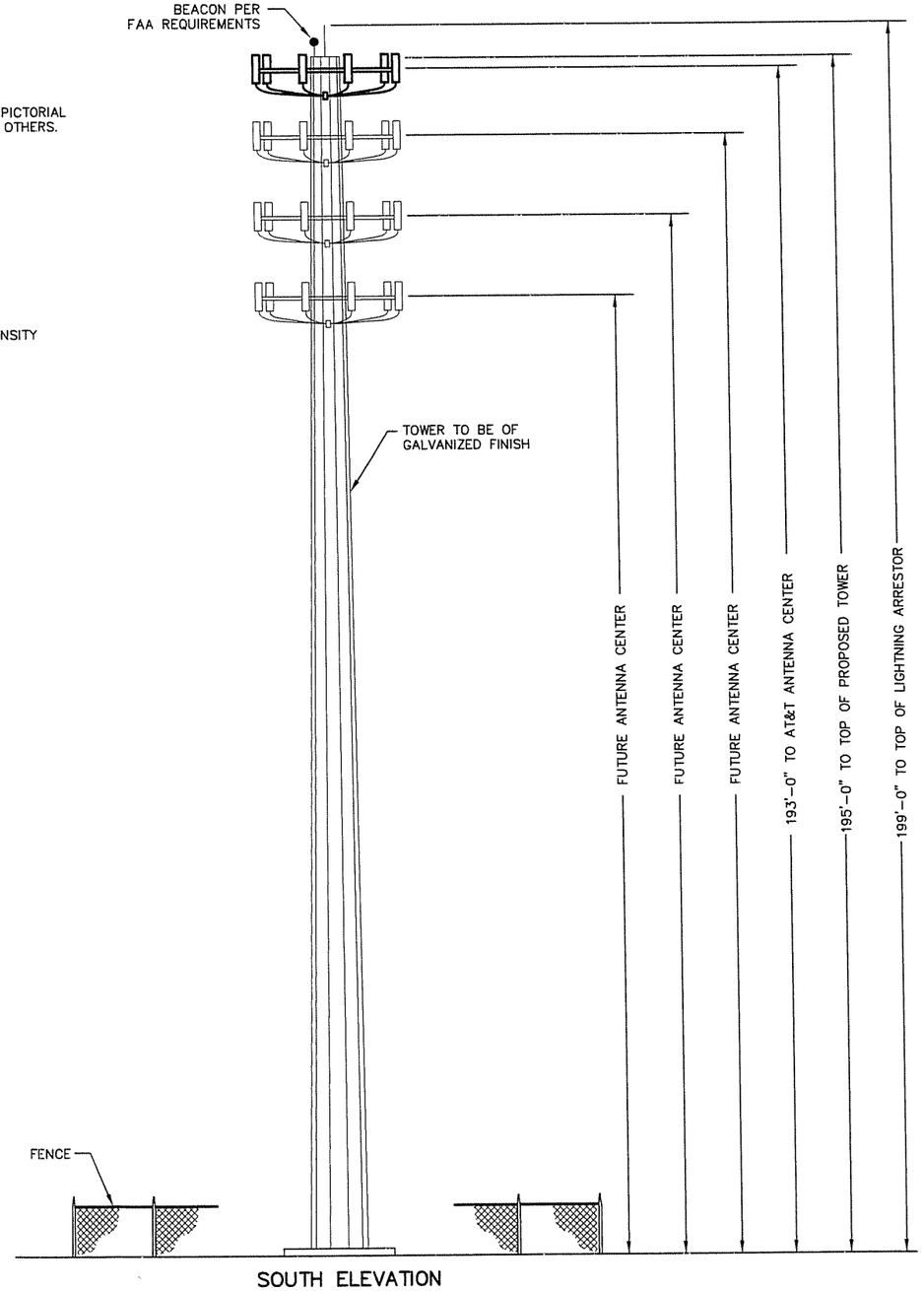
NORTH ELEVATION

NOT TO SCALE

NOTE:

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

NOTE: TOWER LIGHTING WILL REQUIRE MEDIUM INTENSITY DUAL LIGHTING.



SOUTH ELEVATION

NOT TO SCALE

at&t

nsoro
It's just good business.

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

STATE OF KENTUCKY
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4	ISSUE FOR ZONING	02/16/10

TITLE: NORTH & SOUTH ELEVATIONS

SHEET: Z-5

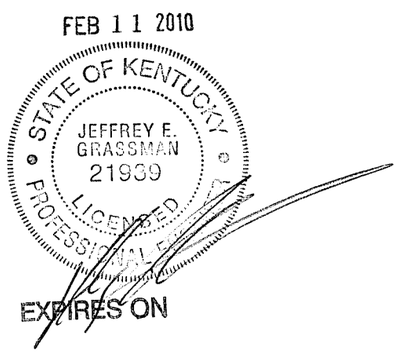
Exhibit D

valmont

STRUCTURES

VALMONT MICROFLECT
3275 25th STREET
SALEM, OR 97302
PHONE: 1-800-547-2151
ENGINEER: Chris Blaumer x6698
Reviewed by: CWB

COMMUNICATION POLE DESIGN CALCULATIONS



Crown Castle
VALMONT ORDER #20080-60
SITE NAME: Little Texas, Versailles, KY
POLE HEIGHT: 195

valmont

STRUCTURES

2/11/10

ENGINEERING DATA

for

Crown Castle

Little Texas, Versailles, KY

VALMONT QUOTATION 20080-60

1) STRUCTURE DESIGN CONFORMS TO EIA/TIA-222-G INCLUDING:
90.0 MPH WIND (3 SECOND GUST, 50 YR. RETURN PERIOD) NO ICE
30.0 MPH ICE WIND (50 YR. RETURN PERIOD)
DESIGN ICE THICKNESS = 0.75 INCHES
EXPOSURE CATEGORY C
STRUCTURE CLASSIFICATION II
TOPOGRAPHIC CATEGORY 1
60 MPH BASIC WIND SPEED WITH NO ICE FOR TWIST AND SWAY

2) FEEDLINES ARE ASSUMED TO BE PLACED INTERIOR TO THE POLE.
3) ALL MICROWAVE ASSUMED TO BE 6 GHz UNLESS OTHERWISE NOTED.
4) LOADING AS FOLLOWS:

195' POLE
12 - RWA-80017 (w/PM) @ 191.0'
6 - Ericsson KRY 112 71 @ 191.0'
1 - 15' Low Profile Platform @ 191.0'
12 - 7273.01 (w/PM) @ 181.0'
6 - Ericsson KRY 112 71 @ 181.0'
3 - T-Arm, 3 ft stand-off, 15 ft cross-arm @ 181.0'
12 - 7273.01 (w/PM) @ 171.0'
6 - Ericsson KRY 112 71 @ 171.0'
3 - T-Arm, 3 ft stand-off, 15 ft cross-arm @ 171.0'
12 - 7273.01 (w/PM) @ 161.0'
6 - Ericsson KRY 112 71 @ 161.0'
3 - T-Arm, 3 ft stand-off, 15 ft cross-arm @ 161.0'
1 - 4' SOLID DISH (w/PM) @ 65.0'
1 - 6'-8" Rigid Side Arm @ 65.0'

STRUCTURE ANCHORAGE INFORMATION

POLE HEIGHT(FT):	195	NUMBER OF A.B.'s:	20
BOLT CIRCLE(IN):	59.51	DIA. OF A.B.'s(IN):	2.25
BASE VERTICAL(K):	48.84	LENGTH OF A.B.'s(IN):	84.00
BASE SHEAR(K):	35.02	PROJECTION LENGTH(IN):	11.25
BASE MOMENT(FT-K):	5081	TEMPLATE OD(IN):	63.01

valmont
STRUCTURES

BY_____ DATE _____
CHKD. BY _____ DATE _____

SHEET NO. _____

2/11/10

ENGINEERING DATA

for

Crown Castle
Little Texas, Versailles, KY
VALMONT QUOTATION 20080-60

EIA/TIA-222-G

BASIC WIND:	90.0 MPH	DESIGN ICE THICKNESS:	0.75 IN.
WIND & ICE:	30.0 MPH	EXPOSURE CATEGORY:	C
TWIST & SWAY:	60.0 MPH	STRUCTURE CLASS.:	II
S_S:	N/A	TOPOGRAPHIC CATEGORY:	1
S_1:	N/A		

QTY	DESCRIPTION	HEIGHT	DATA W.O. ICE EPA	DATA W.O. ICE WT	DATA W/ ICE EPA	DATA W/ ICE WT
12	RWA-80017 (w/PM)	@ 191.0 '	95.52	723	121.20	4506
6	Ericsson KRY 112 71	@ 191.0 '	2.34	79	4.08	223
1	15' Low Profile Platform	@ 191.0 '	15.90	1517	26.15	2500
12	7273.01 (w/PM)	@ 181.0 '	75.84	766	109.20	3934
6	Ericsson KRY 112 71	@ 181.0 '	2.34	79	4.02	222
3	T-Arm, 3 ft stand-off, 15 ft cross-arm	@ 181.0 '	8.97	727	16.56	1465
12	7273.01 (w/PM)	@ 171.0 '	75.84	766	109.08	3911
6	Ericsson KRY 112 71	@ 171.0 '	2.34	79	4.02	221
3	T-Arm, 3 ft stand-off, 15 ft cross-arm	@ 171.0 '	8.97	727	16.53	1460
12	7273.01 (w/PM)	@ 161.0 '	75.84	766	108.84	3887
6	Ericsson KRY 112 71	@ 161.0 '	2.34	79	4.02	219
3	T-Arm, 3 ft stand-off, 15 ft cross-arm	@ 161.0 '	8.97	727	16.47	1454
1	4' SOLID DISH (w/PM)	@ 65.0 '	20.81	143	24.20	379
1	6'-8" Rigid Side Arm	@ 65.0 '	4.52	191	25.36	844

BY VALMONT INDUSTRIES FOR: CROWN CASTLE 195' POLE, SITE: LITTLE TEXAS, VERSAILLES, KY DATE 02/11/10
Fuse 1.9.0.363

*** SUMMARY ***

Design Code: TIA-222-G Addendum 2

---------- DESIGN SUMMARY ----------

Height Above Base Plate (ft)	195.00	Ground Line Diameter (in)	52.200	Pole Shaft Weight (lbs)	29626
		Top Diameter (in)	21.253		
		Pole Taper (in/ft)	0.1680	Shape:	18 Sides

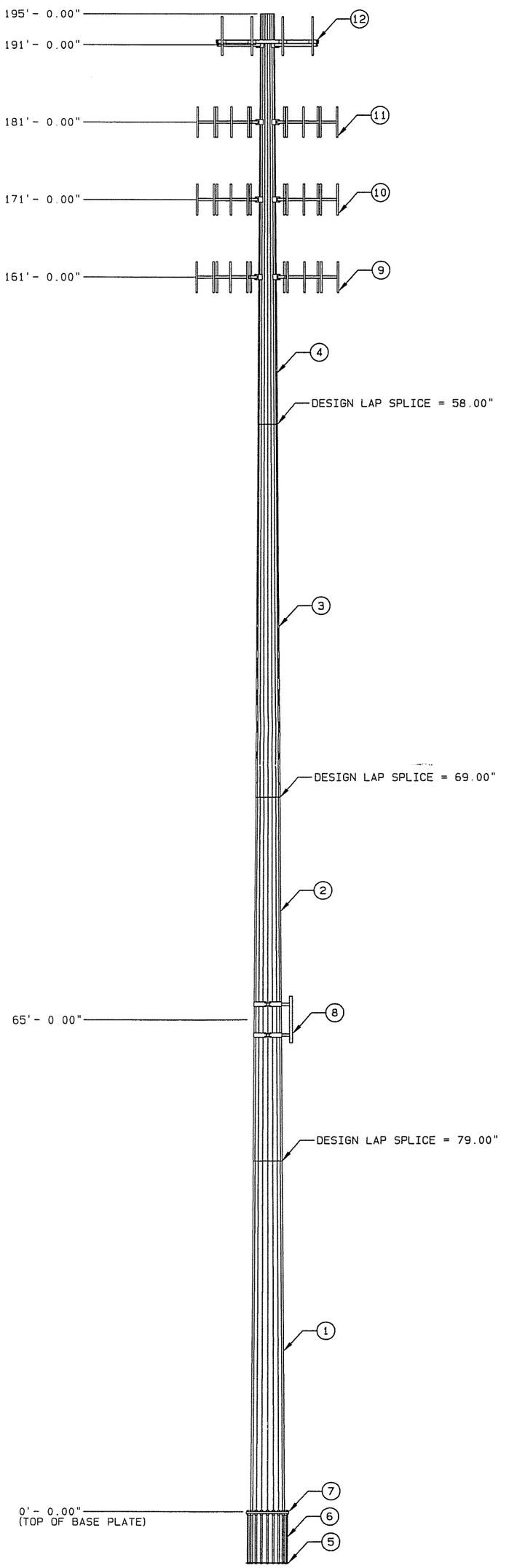
Connections Between Sections	/First/	/Second/	/Third/
Height Above Ground (ft)	53.00	99.40	146.80
Type	Slip Joint	Slip Joint	Slip Joint
Overlap Length (in)	79	69	58

Section Characteristics	/First/	/Second/	/Third/	/Fourth/
Base Diameter (in)	52.200	45.152	37.842	30.162
Top Diameter (in)	43.296	36.251	28.913	21.253
Thickness (in)	0.43750	0.37500	0.31250	0.21875
Length (ft)	53.000	52.983	53.150	53.033
Weight (lbs)	11848	8653	5931	3194

---------- ANALYSIS SUMMARY ----------

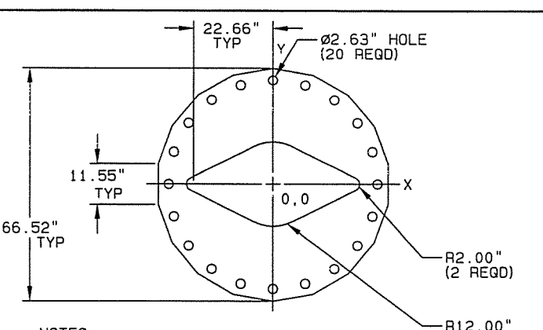
	Pt. of Fixity	Governing Level Sec.1	Governing Level Sec.2	Governing Level Sec.3	Governing Level Sec.4	Pole Top
Governing Load Case	WIND	WIND	WIND	WIND	WIND	WIND
Height (ft)	0.00	0.00	53.00	99.40	146.80	195.00
Resultant Moment (in-kips)	60973	60973	39453	22888	8321	0
Shear Force (lbs)	35143	35143	32267	27557	23579	0
Axial Force (lbs)	46053	46053	28486	16549	8186	0
Effective Yield Strength (ksi)	78.73	78.73	79.12	79.00	75.65	82.55
Combined Interaction Value	0.95	0.95	1.00	0.99	0.85	0.00
Total Deflection (in)	0.00	0.00	18.35	68.34	157.05	279.69

Note: Diameters are outside, measured across the flats
Forces and moments are reported in the local element coordinate system



ITEM ID	NO. REQD	FEATURES	UNIT WEIGHT (LBS)	WEIGHT (LBS)
1	1	SECTION A (VALMONT STEEL SPEC S-22)	11,848	11,848
2	1	SECTION B (VALMONT STEEL SPEC S-22)	8,653	8,653
3	1	SECTION C (VALMONT STEEL SPEC S-22)	5,931	5,931
4	1	SECTION D (VALMONT STEEL SPEC S-22)	3,194	3,194
5	1	BOTTOM CAGE PLATE	116	116
6	20	2.25"-4.5 UNC-2A ANCHOR BOLT, LENGTH = 7.00'	121	2,410
7	1	BASE PLATE	2,700	2,700
8	1	4' SOLID DISH	143	143
9	3	T-ARM, 3 FT STAND-OFF, 15 FT CROSS-ARM	242	726
10	3	T-ARM, 3 FT STAND-OFF, 15 FT CROSS-ARM	242	726
11	3	T-ARM, 3 FT STAND-OFF, 15 FT CROSS-ARM	242	726
12	1	15' LOW PROFILE PLATFORM	1,517	1,517
	1	TOP CAGE PLATE (REMOVE BEFORE SETTING POLE)	153	153
	1	SAFETY CLIMBING CABLE (LENGTH = 185.00')	125	125
	2	GROUNDING LUG	2	4
		GALVANIZING	596	596
	130	STEP AND CLIP (VALMONT STANDARD)	1	65
	4	HAND HOLE (9" x 24")	56	224
	12	HAND HOLE (6" x 12")	23	276
	3	HAND HOLE (6" x 12")	23	69
	1	POLE CAP	33	33

HOLE COORDS (INCHES)	
X-COORD	Y-COORD
29.75	0.00
28.30	9.19
24.07	17.49
17.49	24.07
9.19	28.30
0.00	29.75



NOTES:
1. BASE PLATE THICKNESS = 3.250"
2. BASE PLATE ALLOWABLE STRESS (KSI) = 50
3. VENT AND DRAIN HOLES PROVIDED
4. MAXIMUM BOLT CIRCLE DIAMETER = 59.51"
5. MAXIMUM CAGE TEMPLATE DIAMETER = 65.51"

BASE PLATE / ANCHORAGE CHARACTERISTICS

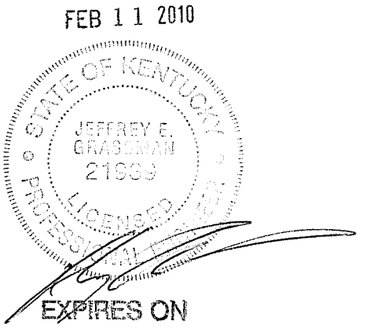
NOTES:

1. FACTORED REACTIONS FOR FOUNDATION DESIGN.
   MOMENT = 60,973 IN-KIPS
   SHEAR = 35,023 #
   VERTICAL = 48,844 #
2. GALVANIZED PER ASTM A-123.
3. DESIGN CRITERIA: ANSI/TIA 222-G ADDENDUM 2
4. THIS STRUCTURE HAS BEEN DESIGNED FOR THE FOLLOWING LOADING:
   EXPOSURE CATEGORY = C
   STRUCTURE CLASSIFICATION = 2
   TOPOGRAPHY CATEGORY = 1
   WIND LOAD CASES ARE BASED ON 3 SECOND GUST AND 50 YEAR WIND RETURN PERIOD
   A. CASE 1: WIND = 90 MPH WIND SPEED
   B. CASE 2: WIND = 30 MPH ICE AND WIND SPEED
      DESIGN ICE THICKNESS = 0.75 INCH
   C. CASE 3: WIND = 60 MPH WIND SPEED
   D. EQUIPMENT

DESCRIPTION	MTG HT. (FT)	CENTROID HT. (FT)	WITHOUT ICE EPA (FT**2)	WITHOUT ICE WT (LBS)	WITH ICE EPA (FT**2)	WITH ICE WT (LBS)
12-RWA-80017	191.00	191.00	95.52	720	121.20	4512
6-ERICSSON KRY 112 71	191.00	191.00	2.34	78	4.08	222
1-15' LOW PROFILE PLATFORM	191.00	191.00	15.90	1517	26.15	2500
12-7273.01	181.00	181.00	75.84	768	109.20	3936
6-ERICSSON KRY 112 71	181.00	181.00	2.34	78	4.02	222
3-T-ARM, 3 FT STAND-OFF, 1	181.00	181.00	8.97	726	16.56	1464
12-7273.01	171.00	171.00	75.84	768	109.08	3912
6-ERICSSON KRY 112 71	171.00	171.00	2.34	78	4.02	222
3-T-ARM, 3 FT STAND-OFF, 1	171.00	171.00	8.97	726	16.53	1461
12-7273.01	161.00	161.00	75.84	768	108.84	3888
6-ERICSSON KRY 112 71	161.00	161.00	2.34	78	4.02	222
3-T-ARM, 3 FT STAND-OFF, 1	161.00	161.00	8.97	726	16.47	1455
1-4' SOLID DISH	65.00	65.00	20.81	143	24.20	379
1-6'-8" RIGID SIDE ARM	65.00	65.00	4.52	191	25.36	844

5. FEEDLINES ARE PLACED INTERIOR TO POLE SHAFT (UNLESS NOTED OTHERWISE).

FEB 11 2010



EXPIRES ON

JUN 30 2011

SECTION INFORMATION					
ITEM ID	LENGTH	BASE OD	TOP OD	THK	MATL
1	53'- 0.00"	52.20"	43.30"	0.438"	A572 65 KSI
2	53'- 0.00"	45.15"	36.25"	0.375"	A572 65 KSI
3	53'- 2.00"	37.84"	28.91"	0.313"	A572 65 KSI
4	53'- 0.00"	30.16"	21.25"	0.219"	A572 65 KSI

ORDER	PROJECT	FILE ID	SCALE	DATE	ENGR
20080-60	1002076	20080-60	NONE	02/11/10	BBO

DESCRIPTION
CROWN CASTLE 195' POLE, SITE: LITTLE TEXAS, VERSAILLES, KY

valmont

FOUNDATION DESIGN DRAWINGS

1 – GENERAL PROVISIONS

1.1 – CONTRACT OVERVIEW

1. THE INTENTION OF THE DOCUMENTS IS TO SHOW THE COMPLETE INSTALLATION AND TO INCLUDE ALL LABOR AND MATERIALS REASONABLY NECESSARY, WHETHER OR NOT SPECIFICALLY INDICATED, FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK AS STIPULATED IN THE CONTRACT. THE INTENT OF THIS DOCUMENT IS NOT TO DESIGNATE THE MEANS AND METHODS OF PROCEDURE OF THE WORK. THE CONTRACTOR SHALL SUPERVISE AND COORDINATE ALL WORK, USING HIS PROFESSIONAL KNOWLEDGE AND SKILLS. HE IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, PROCEDURES, SEQUENCING AND COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE FOLLOWING CODES, STANDARDS AND SUPPLEMENTS:
   - IBC – INTERNATIONAL BUILDING CODE 2006 AND SUBSEQUENT SUPPLEMENTS, ASCE 7-05
   - AISC – AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATIONS
   - IEEE – INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS
   - NEC – NATIONAL ELECTRICAL CODE
   - NEMA – NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
   - UL – UNDERWRITERS LABORATORIES
   - NSPC – NATIONAL STANDARD PLUMBING CODE
   - IMC – INTERNATIONAL MECHANICAL CODE
   - NFPA – NATIONAL FIRE PROTECTION ASSOCIATION
   - OSHA – OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
   - ANSI/TIA – TELECOMMUNICATIONS INDUSTRY ASSOCIATION – 222-G STANDARD
   - ALL GOVERNING STATE, COUNTY AND LOCAL CODES AND ORDINANCES

   THE MOST STRINGENT CODE WILL APPLY IN THE CASE OF DISCREPANCIES OR DIFFERENCES IN THE CODE REQUIREMENTS.
3. THE ENGINEERING DRAWINGS SHOW PRINCIPAL AREAS WHERE WORK MUST BE ACCOMPLISHED UNDER THIS CONTRACT. INCIDENTAL WORK MAY ALSO BE NECESSARY IN AREAS NOT SHOWN ON THE ENGINEERING DRAWINGS DUE TO CHANGES AFFECTING EXISTING ELECTRICAL OR OTHER SYSTEMS. SUCH INCIDENTAL WORK IS ALSO A PART OF THIS CONTRACT. INSPECT THOSE AREAS AND ASCERTAIN WHAT IS NEEDED TO DO THAT WORK IN ACCORDANCE WITH THE CONTRACT REQUIREMENTS AT NO ADDITIONAL COST TO THE OWNER.
4. DO NOT SCALE DRAWINGS. ALL DIMENSIONS TAKE PRECEDENCE OVER SCALE.
5. MINOR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND SHALL BE CONSIDERED AS PART OF THE WORK HOWEVER, NO CHANGE THAT ALTER THE CHARACTER INTENT OF THE DESIGN WILL BE MADE OR PERMITTED BY THE OWNER WITHOUT A CHANGE ORDER.
6. GENERAL CIVIL, STRUCTURAL, ELECTRICAL AND ANTENNA DRAWINGS ARE INTERRELATED. IN PERFORMANCE OF THE WORK, EACH CONTRACTOR MUST REFER TO ALL DRAWINGS. ALL COORDINATION SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
7. THE GENERAL NOTES CONTAINED HEREIN ARE PART OF THE PLANS AND SPECIFICATIONS, AND ARE TO BE COMPLIED WITH IN ALL RESPECTS. THE MOST RESTRICTIVE NOTES SPECIFIED ARE TO TAKE PRECEDENCE. CERTAIN SECTIONS OF THE GENERAL NOTES MAY NOT APPLY TO EVERY SITE. THE CONTRACTOR IS TO COMPLY WITH ALL APPLICABLE GENERAL NOTES IN ALL RESPECTS.
8. ALL GENERAL NOTES AND STANDARD DETAILS ARE THE MINIMUM REQUIREMENT TO BE USED IN CONDITIONS WHICH ARE NOT SPECIFICALLY SHOWN OTHERWISE.
9. REPRESENTATION OF TRUE NORTH OTHER THAN THOSE FOUND ON THE PLOT OF THE SURVEY DRAWING SHALL NOT BE USED TO IDENTIFY OR ESTABLISH THE BEARING OF THE TRUE NORTH AT THE SITE. THE CONTRACTOR SHALL RELY SOLELY ON THE PLOT OF THE SURVEY DRAWING AND ANY SURVEYOR'S MARKING AT THE SITE FOR THE ESTABLISHMENT OF THE TRUE NORTH, AND SHALL NOTIFY THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK IF ANY DISCREPANCY IS FOUND BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND THE TRUE NORTH ORIENTATION AS DEPICTED ON THE CIVIL SURVEY. THE CONTRACTOR SHALL ASSUME SOLE LIABILITY FOR ANY FAILURE TO NOTIFY THE ENGINEER.
10. THE CONTRACTOR SHALL USE ADEQUATE NUMBERS OF SKILLED WORKMEN WHO ARE THOROUGHLY TRAINED AND EXPERIENCED IN THE NECESSARY CRAFTS, AND WHO ARE COMPLETELY FAMILIAR WITH THE SPECIFIED REQUIREMENTS AND METHODS NEEDED FOR PROPER PERFORMANCE OF THE WORK.
11. THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD THE DESIGN ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL SAFETY PRECAUTIONS AND REGULATIONS SUCH AS OSHA COMPLIANCE DURING THE PROGRESS OF THE WORK. THE ENGINEER WILL NOT ADVISE NOR PROVIDE DIRECTION AS TO SAFETY PRECAUTIONS AND PROGRAMS.
13. THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY OF THE SECURITY OF THE SITE UNTIL COMPLETION OF THE CONSTRUCTION.
14. IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE ALL PLAN SHEETS AND SPECIFICATIONS AND COORDINATE HIS WORK WITH THE WORK OF ALL OTHER CONTRACTORS TO ENSURE THAT WORK PROGRESSION IS NOT INTERRUPTED.
15. THE CONTRACTOR IS INSTRUCTED TO COOPERATE WITH ANY AND ALL OTHER CONTRACTORS PERFORMING WORK ON THIS JOB SITE DURING THE PERFORMANCE OF THIS CONTRACT TO AVOID DELAYS IN THE CONTRACT SCHEDULE OR OTHER WORK PERFORMED IN THE VICINITY OF THE CONSTRUCTION AREA.
16. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE TO THE PROPERTY OWNER WELL IN ADVANCE OF THE STARTING DATE OF THE WORK. THE OWNER SHALL ALSO BE NOTIFIED OF A CHANGE IN THE CONSTRUCTION SCHEDULE.
17. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIRED PERMITS.
18. EACH CONTRACTOR IS RESPONSIBLE FOR PULLING THE BUILDING PERMIT AT THE LOCAL JURISDICTION AS THE CONTRACTOR OF RECORD, AND SHALL PROVIDE THE JURISDICTION WITH ALL PROOF REQUIRED TO OPERATE AS THE CONTRACTOR IN THIS JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING, AND INCURRING THE COST OF ALL REQUIRED PERMITS, INSPECTIONS, CERTIFICATIONS, ETC. PRIOR TO BEGIN THE WORK.
19. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AMPLE NOTICE TO THE BUILDING INSPECTION DEPARTMENT TO SCHEDULE THE REQUIRED INSPECTIONS. A MINIMUM OF 48 HOURS OF NOTICE SHOULD BE GIVEN TO AUTHORITIES. AN EXTENSION IN THE CONTRACT SCHEDULE WILL NOT BE GRANTED DUE TO DELAY CAUSED BY INSPECTIONS.
20. EACH CONTRACTOR IS RESPONSIBLE FOR APPLICATION AND PAYMENT OF CONTRACTOR LICENSES, BONDS AND INSURANCES. DOCUMENTATION SHALL BE PROVIDED TO THE OWNER PRIOR TO THE WORK.
21. A COPY OF THE APPROVED PLANS SHALL BE KEPT IN A PLACE SPECIFIED BY THE GOVERNING AGENCY, AND BY LAW SHALL BE AVAILABLE FOR INSPECTION AT ALL TIMES. IT IS THE CONTRACTOR RESPONSIBILITY TO ENSURE ALL CONSTRUCTION SETS REFLECT THE SAME INFORMATION AS THE APPROVED PLANS. THE CONTRACTOR SHALL ALSO MAINTAIN ONE SET OF PLANS AT THE SITE FOR THE PURPOSE OF DOCUMENTING ALL AS-BUILTS CHANGES, REVISIONS, ADDENDA, OR CHANGES ORDERS.
22. THE CONTRACTOR IS TO PROVIDE THE OWNER WITH A FULL SET OF RECORD DRAWINGS WITH ACTUAL DIMENSIONS, ROUTING AND CIRCUITS UPON COMPLETION OF CONSTRUCTION.
23. THE CONTRACTOR IS TO CONTACT BOTH LOCAL POWER AND TELEPHONE UTILITY COMPANIES BEFORE CONSTRUCTION BEGINS TO ORDER SERVICE, OBTAIN AND PAY ALL FEES ASSOCIATED WITH CONSTRUCTION, SCHEDULE INSTALLATION OF SERVICE, COORDINATE CONDUIT RUN/TERMINATION POINT AND OBTAIN ANY FIELD MATERIALS THAT MAY BE SUPPLIED BY THE UTILITY COMPANIES AND INSTALLED BY THE CONTRACTORS.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY BRACING, SHORING, TIES, FORM WORK AND THE PROTECTION OF ALL WORK DURING CONSTRUCTION TO AVOID DAMAGE, COLLAPSE, DISTORTION, MISALIGNMENT AND ALTERATION OF ROOFING WARRANTIES.
25. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE TEMPORARY POWER, WATER AND TOILET FACILITIES AS REQUIRED BY THE PROPERTY OWNER OR GOVERNING AGENCY.
26. THE CONTRACTOR SHALL MONITOR ALL EXISTING STRUCTURES DURING CONSTRUCTION.
27. THE CONTRACTOR SHALL COORDINATE THE FINAL DIMENSIONS OF ANY TYPE OF BEAM LAYOUT WITH THE FOOTPRINT OF THE NEW EQUIPMENT BEFORE ORDERING ANY MATERIALS.
28. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN SAFE CONDITIONS PRIOR TO INSTALLATIONS, AND SHALL BE OF THE BEST GRADE AND OF THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT.
29. ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY LOCATION AND IN A MANNER THAT WILL NOT OBSTRUCT THE FLOW OF OTHER WORK RELATED OR NOT TO THIS CONTRACT. ANY EQUIPMENT OR MATERIAL STORAGE MUST MEET ALL RECOMMENDATIONS OF THE MANUFACTURER. THE CONTRACTOR SHALL INSPECT THOROUGHLY ALL MATERIALS AND EQUIPMENT PRIOR TO FINAL INSTALLATION. DAMAGED EQUIPMENT OR MATERIALS SHALL NOT BE INSTALLED PERMANENTLY.
30. ALL MATERIALS SHALL BE INSTALLED PER THE MANUFACTURERS' INSTRUCTIONS.
31. EXCEPT FOR WARNING SIGNS SUCH AS 'NO TRESPASSING' AND SIGNS THAT STATE OWNERSHIP AND EMERGENCY TELEPHONE NUMBERS, NO SIGN SHALL BE LOCATED ON THE TOWER.
32. ALL EQUIPMENT SHALL BE INSTALLED LEVEL AND PLUMB.

1.2 EXISTING CONDITIONS AND STRUCTURES

1. BEFORE BEGINNING WORK AT THE SITE, THE CONTRACTOR SHALL INSPECT THE EXISTING COMPOUND OR BUILDING AND DETERMINE THE EXTENT OF EXISTING FINISHES, SPECIALTIES, EQUIPMENT AND OTHER ITEMS WHICH MUST BE REMOVED AND REINSTALLED IN ORDER TO PERFORM THE WORK UNDER THIS CONTRACT. THE CONTRACTOR MUST VERIFY ALL DIMENSIONS, CONDITIONS AND ELEVATIONS BEFORE STARTING WORK. NO EXTRA CHARGE OR COMPENSATION SHALL BE ALLOWED DUE TO DIFFERENCES BETWEEN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE CONSTRUCTION DRAWINGS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE ENGINEER AND SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH ACCEPTED CONSTRUCTION PRACTICES.
2. BY SUBMITTING A BID FOR THIS WORK, THE CONTRACTOR ACKNOWLEDGES THAT HE HAS THOROUGHLY REVIEWED AND UNDERSTOOD THE CONSTRUCTION DOCUMENTS, VISITED THE SITE AND IS FAMILIAR WITH THE CONDITIONS ENCOUNTERED AT THE SITE.
3. THE CONTRACTOR, IF AWARDED THE CONTRACT, WILL NOT BE ALLOWED ANY EXTRA COMPENSATION BY REASON OF ANY MATTER OR THING WHICH SUCH THE CONTRACTOR MIGHT NOT HAVE FULLY INFORMED HIMSELF PRIOR TO BIDDING.
4. NO PLEA OF IGNORANCE OF CONDITIONS THAT EXIST, OR OF DIFFICULTIES THAT MAY BE ENCOUNTERED OR OF ANY OTHER RELEVANT MATTER CONCERNING THE WORK TO BE PERFORMED WILL BE ACCEPTED AS A REASON FOR ANY FAILURE OR OMISSION ON THE PART OF THE CONTRACTOR TO FULFILL THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
5. IT IS UNDERSTOOD BY THE OWNER THAT THE CONTRACTOR IN SUBMITTING HIS BID, WARRANTS THAT HE HAS CAREFULLY EXAMINED THE SITE OF THE PROJECT TO ACQUAINT HIMSELF WITH THE SURROUNDING PROPERTIES, THE MEANS OF APPROACH TO THE SITE, THE CONDITIONS OF THE ACTUAL JOB SITE, THE FACILITIES FOR DELIVERING, STORING, PLACING, HANDLING AND THE REMOVAL OF MATERIALS AND EQUIPMENT AND ANY AND ALL DIFFICULTIES THAT MAY BE ENCOUNTERED DURING THE EXECUTION OF THE ALL WORK IN ACCORD WITH THE CONTRACT DOCUMENTS.
6. THE LOCATION OF EXISTING UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR IS RESPONSIBLE FOR HAVING ALL UNDERGROUND UTILITIES LOCATED WITHIN THE LIMITS OF CONSTRUCTION AND ACCEPTS FULL RESPONSIBILITY FOR ANY AND ALL DAMAGES WHICH MIGHT BE CAUSED THE CONTRACTOR FAILURE TO LOCATE ALL UNDERGROUND UTILITIES BEFORE COMMENCING WORK.
7. SHOULD ANY ERROR OR INCONSISTENCY APPEAR IN THE DRAWINGS OR SPECIFICATIONS, THE CONTRACTOR BEFORE PROCEEDING WITH THE WORK MUST MAKE MENTION OF THE SAME TO THE ENGINEER AND OWNER FOR PROPER ADJUSTMENT AND IN NO CASE PROCEED WITH THE WORK IN UNCERTAINTY OR WITH INSUFFICIENT DRAWINGS.
8. THE CONTRACTOR AND EACH SUBCONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE BEFORE ORDERING ANY MATERIALS OR DOING ANY WORK. NO EXTRA CHARGE OF CONDENSATION SHALL BE ALLOWED DUE TO DIFFERENCE BETWEEN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE CONSTRUCTION DRAWING. ANY DISCREPANCY IN DIMENSIONS WHICH MAY BE FOUND SHALL BE SUBMITTED TO THE ENGINEER AND THE OWNER REPRESENTATIVE FOR CONSIDERATION BEFORE THE CONTRACTOR PROCEEDS WITH THE WORK IN THE AFFECTED AREAS. THE CONTRACTOR'S WORK SHALL NOT VARY FROM THE PLANS WITHOUT THE EXPRESSED APPROVAL OF THE OWNER OR ITS REPRESENTATIVE.
9. TRADE, PRODUCT NAMES OR MANUFACTURER'S NAMES OR CATALOG NUMBERS AND INDICATIONS OF EXISTING PRODUCT TYPES SHOWN ON THE DRAWINGS ARE BELIEVED TO BE ACCURATE. IF THEY ARE DISCOVERED TO BE INACCURATE, NOTIFY ENGINEERS IMMEDIATELY AND DO NOT PROCEED WITHOUT INSTRUCTIONS.
10. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL PROTECT ALL AREAS FROM DAMAGES WHICH MAY OCCUR DURING CONSTRUCTION. ANY DAMAGES TO NEW OR EXISTING SURFACES, STRUCTURES OR EQUIPMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED TO THE SATISFACTION OF THE PROPERTY OWNER. THE CONTRACTOR SHALL BEAR THE COST OF REPAIRING OR REPLACING ANY DAMAGES AREAS.
11. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES AND EFFORTS TO PROTECT THE EXISTING STRUCTURES THEIR STRUCTURAL INTEGRITY. WHEN WORK IS PERFORMED IN THE VICINITY OF EXISTING STRUCTURE, THE STRUCTURAL INTEGRITY AND STABILITY SHALL BE MONITORED AT ALL TIMES DURING EVERY PHASE OF THE CONSTRUCTION.
12. THE CONTRACTOR SHALL PROTECT EXISTING PROPERTY LINE MONUMENTATION. ANY MONUMENTATION DISTURBED OR DESTROYED, AS JUDGED BY THE OWNER OR OWNER'S REPRESENTATIVE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE UNDER THE SUPERVISION OF A LICENSED LAND SURVEYOR.
13. NEW CONSTRUCTION ADDED TO EXISTING CONSTRUCTION SHALL BE MATCHED IN FORM, TEXTURE, MATERIAL AND PAINT COLOR EXCEPT AS NOTED IN THE PLANS.
14. WHERE INDICATED ON THE PLANS, THE CONTRACTOR SHALL PAINT ALL NEW ANTENNAS SHROUDS AND RELATED MOUNTING HARDWARE TO MATCH THE EXISTING ADJACENT SURFACES, THE CONTRACTOR SHALL NOT USE A METAL BASED PAINT FOR ANTENNAS. ALL SURFACE CONTAMINATION SHALL BE REMOVED PRIOR TO PAINTING NEW SURFACES.
15. THE PLANS SHOW SOME KNOWN SUBSURFACE STRUCTURES, ABOVE-GROUND STRUCTURES AND/OR UTILITIES BELIEVED TO EXIST IN THE WORKING AREA, EXACT LOCATION OF WHICH MAY VARY FROM THE LOCATIONS INDICATED, IN PARTICULAR, THE CONTRACTOR IS WARNED THAT THE EXACT OR EVEN APPROXIMATE LOCATION OF SUCH PIPELINES, SUBSURFACE STRUCTURES AND/OR UTILITIES IN THE AREA MAY BE SHOWN OR MAY NOT BE SHOWN; AND IT SHALL BE HIS RESPONSIBILITY TO PROCEED WITH GREAT CARE IN EXECUTING ANY WORK. BEFORE YOU DIG, DRILL OR BLAST, CALL THE UNDERGROUND SERVICES ALERT NUMBER ON SHEET T1 AT THE REQUIRED TIME.
16. ALL EXISTING ACTIVE SEWER, WATER GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK SHALL BE PROTECTED AT ALL TIMES, WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY ENGINEERS. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES. THE CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW.
17. IF AN INACTIVE ELECTRICAL, TELEPHONE, SEWER, WATER OR ANY OTHER UTILITY ARE ENCOUNTERED AND INTERFERE WITH THE EXECUTION OF THE WORK, THE CONTRACTOR IS TO REMOVE THE UTILITY AND CAP, PLUG OR OTHERWISE TERMINATE THE UTILITY AT A POINT WHERE IT NO LONGER CONFLICT WITH THE WORK. THE UTILITY WORK SHALL BE DONE IN ACCORDANCE WITH THE UTILITY COMPANIES RECOMMENDATIONS AND PER LOCAL AUTHORITY HAVING JURISDICTION.
18. ALL UTILITY WORK INVOLVING CONNECTIONS TO EXISTING SYSTEMS SHALL BE COORDINATED WITH THE OWNER OR OWNER'S REPRESENTATIVE AND THE UTILITY OWNER BEFORE EACH AND EVERY CONNECTION TO EXISTING SYSTEMS IS MADE.
19. MAINTAIN FLOW FOR ALL EXISTING UTILITIES.
20. THE CONTRACTOR SHALL RESTORE ALL PUBLIC OR PRIVATE PROPERTY DAMAGED OR REMOVED TO AT LEAST AS GOOD OF CONDITION AS BEFORE DISTURBED AS DETERMINED BY THE OWNER OR OWNER'S REPRESENTATIVE.
21. PROTECT FINISHED SURFACES INCLUDING JAMBS AND HEADS OF OPENINGS USED AS PASSAGEWAYS THROUGH WHICH EQUIPMENT AND MATERIALS WILL PASS.
22. PROVIDE PROTECTION FOR EQUIPMENT ROOM SURFACES PRIOR TO ALLOWING EQUIPMENT OR MATERIALS TO BE MOVED OVER SUCH SURFACES.
23. MAINTAIN FINISHED SURFACES CLEAN, UNMARRED AND SUITABLY PROTECTED UNTIL JOB SITE IS ACCEPTED BY THE OWNER.
24. IN THE EVENT OF DAMAGE TO AN EXISTING STRUCTURE, THE CONTRACTOR SHALL NOTIFY THE OWNER OR ITS REPRESENTATIVE IMMEDIATELY, AND THEN PROMPTLY MAKE ALL REPLACEMENTS AND REPAIRS TO THE SATISFACTION OF THE OWNER. THE OWNER MAY ELECT TO USE A THIRD PARTY CONTRACTOR TO PERFORM THE REPAIRS. ALL EXPENSES ASSOCIATED WITH THE REPAIRS AND REPLACEMENTS SHALL BE PAID BY THE GENERAL CONTRACTOR SELECTED FOR THIS CONTRACT.
25. ADDITIONAL TIME REQUIRED TO SECURE REPLACEMENT AND MAKE REPAIRS WILL NOT BE CONSIDERED BY THE OWNER TO JUSTIFY AN EXTENSION IN THE CONTRACT TIME FOR COMPLETION.

1.3 ACCESS

1. USE MOST DIRECT ROUTE FROM PUBLIC STREET AS AGREED TO BY COMPOUND OR BUILDING OWNER. FOR ACCESS TO AN EXISTING BUILDING INTERIOR, USE LOADING DOCK AS AGREED TO BY BUILDING OWNER.
2. COORDINATE WITH SITE OWNER CONSTRUCTION SCHEDULE & SITE ACCESS. ENSURE THAT THE OWNER OF PARENT PARCEL IS NOTIFIED IN WRITING OF CONSTRUCTION ACTIVITIES.
3. A LIST OF WORKERS INVOLVED IN THIS PROJECT SHALL BE PROVIDED TO THE PROPERTY OWNER OR ITS REPRESENTATIVE.
4. THE CONTRACTOR SHALL COORDINATE ALL SPECIAL CONSIDERATIONS OF CONSTRUCTION SUCH AS NOISY OPERATION, INTERRUPTION OF ANY MECHANICAL AND/OR ELECTRICAL SERVICES, MATERIAL DELIVERIES AND STORAGE, STAGING AREA, CRANE LIFTS WITH THE OWNER PRIOR TO THE START OF THE WORK.
5. CONTRACTOR SHALL COORDINATE WITH AN OWNER REPRESENTATIVE, THE TEMPORARY REMOVAL OF FENCE, LANDSCAPING & ANY EXPECTED DAMAGE TO ACCESS ROAD OR ADJACENT REPAIR OF PROPERTY PRIOR TO COMMENCING THE WORK.
6. THE CONTRACTOR SHALL COORDINATE WORK HOURS & STAGING AREAS WITH OWNER.
7. CONTRACTOR TO NOTIFY PROPERTY OWNER OF CONSTRUCTION START DATE WELL IN ADVANCE OF CONSTRUCTION.

1.4 SITE MAINTENANCE

1. REMOVE STAINING OR REACTIVE MATERIALS FROM NEW AND EXISTING SURFACES IMMEDIATELY. REMOVE HAZARDOUS ACCUMULATIONS OF DEBRIS PROMPTLY, AT LEAST DAILY. CONFINE DUST PRODUCING OPERATIONS DURING CUTTING, DRILLING, PAINTING AND FINISHING. THERE SHOULD BE NO OVER SPRAYING PAINT IN PARKING AREA. VACUUM IMMEDIATELY AFTER COMPLETION.
2. THERE SHALL NOT BE ANY CREATION OF NOISE OUTSIDE THE NORMAL HOURS OF 7 AM TO 6 PM, UNLESS OTHERWISE AGREED UPON WITH THE OWNER. NOISE SHOULD BE KEPT TO A MINIMUM THROUGHOUT CONSTRUCTION.
3. NOISE AND EXISTING BUILDING STRUCTURE VIBRATION GENERATED BY CONSTRUCTION PROCEDURES, EQUIPMENT, TOOL AND OPERATIONS ARE TO BE KEPT TO A PRACTICABLE MINIMUM. WHERE USE OF HIGH NOISE LEVEL EQUIPMENT IS UNAVOIDABLE, AND CAN BE HEARD, CONFINE TO HOURS BEFORE 7 A.M. AND AFTER 6 P.M. MONDAY THROUGH FRIDAY OR AS AGREED TO BY BUILDING OWNER.
4. THE CONTRACTOR IS TO PROVIDE PORTABLE FIRE EXTINGUISHERS WITH A RATING OF NOT LESS THAN 2-A OR 2 ABC WITHIN 75FT OF TRAVEL TO ALL PORTIONS OF THE CONSTRUCTION AREA.
5. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING A NEAT AND ORDERLY SITE, YARD AND GROUNDS, REMOVE AND DISPOSE OFF SITE ALL RUBBISH, WASTE MATERIALS, LITTER, AND ALL FOREIGN SUBSTANCES. REMOVE PETROCHEMICAL SPILLS, STAINS AND OTHER FOREIGN DEPOSITS. RAKE GROUNDS TO A SMOOTH EVEN-TEXTURED SURFACE.
6. AT PROJECT COMPLETION, REMOVE TEMPORARY SERVICES, CONSTRUCTION EQUIPMENT, TOOLS AND FACILITIES, MOCKUPS, TEMPORARY STRUCTURES, SURPLUS MATERIALS, DEBRIS, AND RUBBISH FROM BUILDING OWNERS PROPERTY. PUT SITE IN NEAT, ORDERLY CONDITION, READY FOR USE. LEAVE ROOF AREAS, PIPE SPACES AND OTHER SPACES CLEAN AND FREE FROM DEBRIS ON A DAILY BASIS.
7. THE SITE AND/OR BUILDING SECURITY SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION IN ORDER TO PREVENT UNAUTHORIZED PERSONS FROM ENTERING THE PREMISES. EXISTING AND NEW EQUIPMENT AND MATERIALS REMAIN THE CONTRACTOR'S RESPONSIBILITY AT ALL TIME DURING CONSTRUCTION.
8. THE TENANT'S INGRESS AND EGRESS OF THE SITE AND/OR BUILDING SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
9. THE CONTRACTOR SHALL TAKE ALL MEASURE NECESSARY TO MAINTAIN POLLUTION CONTROL, COMPLY WITH ALL GOVERNING REGULATION PERTAINING TO ENVIRONMENTAL PROTECTION, AND PROMPTLY REMOVE ALL DEBRIS AND ACCUMULATION OF MATERIALS RESULTING FROM THE WORK.

1.5 TEMPORARY FACILITIES

1. THE CONTRACTOR SHALL CONSIDER THAT WATER, POWER AND LIGHT ARE NOT AVAILABLE AT THIS SITE. WHEN PERMANENT POWER IS ESTABLISHED, ALL CONTRACTORS MAY USE THE SERVICE CONNECTION FOR PRODUCTION WORK ONLY, PROVIDED THAT ELECTRICAL CORDS AND CONNECTIONS ARE FURNISHED BY THE CONTRACTORS AND ARE DISCONNECTED AND PROPERLY STORED DURING NON-WORKING HOURS.
2. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE TEMPORARY POWER, WATER AND TOILET FACILITIES AS REQUIRED BY THE PROPERTY OWNER OR GOVERNING AGENCY.

3 – SITE WORK

3.1 CLEARING AND GRUBBING

1. CLEARING OF TREES AND VEGETATION ON THE SITE SHOULD BE HELD TO A MINIMUM. ONLY THE TREES NECESSARY FOR THE CONSTRUCTION OF THE FACILITY SHALL BE REMOVED. ANY DAMAGES TO PROPERTY OUTSIDE THE CONSTRUCTION LIMIT SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
2. THE CONTRACTOR SHALL: PROTECT EXISTING TREES, VEGETATION, LANDSCAPING MATERIALS AND SITE IMPROVEMENTS NOT SCHEDULED FOR CLEARING OR REMOVAL WHICH MIGHT BE DAMAGED BY CONSTRUCTION ACTIVITIES.
3. TRIM EXISTING TREES AND VEGETATION AS RECOMMENDED BY THE ARBORIST FOR PROTECTION DURING CONSTRUCTION.
4. CLEAR AND GRUB STUMPS, VEGETATION, DEBRIS, RUBBISH, DESIGNATED TREES AND SITE IMPROVEMENT.
5. STRIP AND STOCKPILE TOPSOIL.
6. PROTECT TEMPORARILY ADJACENT PROPERTY, STRUCTURES, BENCHMARKS AND MONUMENTS.
7. MARK DESIGNATED TREES AND VEGETATION DURING CONSTRUCTION ACTIVITIES.
8. PROVIDE TEMPORARY EROSION CONTROL, SILTATION CONTROL AND DUST CONTROL.
9. REMOVE AND LEGALLY DISPOSE OF CLEARED MATERIALS.

3.2 EXCAVATION AND BACKFILL

1. ALL SUITABLE BORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOIL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATED APPROVED BY GOVERNING AGENCIES PRIOR TO DISPOSAL.
2. ALL SITE FILL SHALL MEET SELECTED FILL STANDARDS AS DEFINED BY THE OWNER'S REPRESENTATIVE ON THE DRAWINGS OR GEOTECHNICAL REPORT RECOMMENDATIONS.
3. THIS PROJECT INCLUDES:
   - EXCAVATION, TRENCHING, FILLING, COMPACTING AND GRADING FOR STRUCTURES, SITE IMPROVEMENTS, ACCESS ROAD AND UTILITIES.
   - ALL MATERIALS FOR SUBBASE, DRAINAGE FILL, BACK FILL AND GRAVEL FOR SLABS, PAVEMENT AND IMPROVEMENTS.
   - ROCK EXCAVATION WITHOUT BLASTING.
   - SUPPLY OF ADDITIONAL MATERIALS FROM OFF SITE AS REQUIRED.
   - REMOVAL AND LEGAL DISPOSAL OF EXCAVATED MATERIALS AS REQUIRED.
4. THE COMPACTING UNDER STRUCTURES, BUILDING SLABS, STEPS, PAVEMENT AND WALKWAYS SHALL BE 95% MAXIMUM DENSITY, ASTM D-1557, TESTED IN EACH OF THE COMPACTING LAYERS AT EACH COMPACTING SITE, OR AT LEAST IN EACH 100CU. PER YARDS OF MATERIAL VOLUME.
5. THE COMPACTING UNDER LAWNS OR UNPAVED AREAS SHALL BE 85% MAXIMUM DENSITY, ASTM D1557.
6. THE COMPACTED LAYERS SHALL NOT EXCEED 8 INCHES.
7. AREAS THAT DO NOT MEET ASTM D-1557 REQUIREMENTS MUST BE RECOMPACTED AT THE CONTRACTOR'S EXPENSES.
8. ALL TRENCH EXCAVATIONS AND ANY REQUIRED SHEETING AND SHORING SHALL BE DONE IN ACCORDANCE WITH OSHA REGULATIONS FOR CONSTRUCTION.
9. WHERE UNSTABLE SOIL CONDITIONS EXIST, LINE THE GRUBBED AREAS WITH GEOTEXTILE FABRIC (MIRAFI 500X OR APPROVED EQUIVALENT) PRIOR TO PLACING FILL OR BASE MATERIAL.
10. THE USE OF EXPLOSIVE IS PROHIBITED ON SITE.
11. ALL EXCAVATION ON WHICH CONCRETE IS TO BE PLACED SHALL BE SUBSTANTIAL HORIZONTAL, UNDISTURBED AND BE FREE FROM LOOSE MATERIAL AND EXCESS GROUND WATER. DEWATERING FOR EXCESS GROUND WATER SHALL BE PROVIDED IF REQUIRED.
12. ANY EXCAVATION OVER THE REQUIRED DEPTH SHALL BE FILLED WITH OTHER MECHANICALLY COMPACTED GRANULAR MATERIAL OR CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION. CRUSHED STONE MAY BE USED TO STABILIZE THE BOTTOM OF THE EXCAVATION. STONE, IF USED, SHALL NOT BE USED AS COMPILING CONCRETE THICKNESS.
13. BACK FILL SHALL USE APPROVED MATERIALS CONSISTING OF LOAM, SANDY CLAY, SAND, GRAVEL OR SOFT SHALE AND SHALL BE FREE FROM CLODS OR STONES OVER 2 ½".
14. AFTER COMPLETION OF THE FOUNDATION AND OTHER CONSTRUCTION BELOW GRADE AND BEFORE BACK FILLING, ALL EXCAVATIONS SHALL BE CLEAN OF UNSUITABLE MATERIALS SUCH AS VEGETATION, DEBRIS, TRASH AND ANY FOREIGN MATERIAL.

3.3 DRAINAGE

1. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE AWAY FROM BUILDING OR EQUIPMENT ON THE SITE AT ALL TIMES. SILT AND EROSION CONTROL SHALL BE MAINTAINED ON THE DOWNSTREAM SIDE OF THE SITE AT ALL TIME. ANY DAMAGE TO ADJACENT PROPERTIES WILL BE CORRECTED AT THE CONTRACTOR'S EXPENSES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING AND THE MAINTENANCE OF SURFACE DRAINAGE DURING THE COURSE OF WORK.
3. ANY DRAIN, FIELD TILE OR DRAINAGE STRUCTURE ENCOUNTERED DURING CONSTRUCTION SHALL BE RETURNED TO ITS ORIGINAL OR BETTER CONDITIONS AFTER CONSTRUCTION AND BE NOTED ON THE RECORD DOCUMENTS.

3.4 EROSION CONTROL

1. CONTRACTOR SHALL PROVIDE ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED BY LOCAL CODES AND ORDINANCES TO PROTECT EMBANKMENTS FROM SOIL LOSS AND TO PREVENT ACCUMULATION IN OF SOIL AND SILT IN STREAMS AND DRAINAGE PATHS LEAVING THE CONSTRUCTION AREA. THIS MAY INCLUDE SUCH MEASURES AS SILT FENCE, STRAW BALES, SEDIMENT BARRIERS AND CHECK DAMS.
2. EROSION CONTROL MEASURES MAY BE REQUIRED IN ADDITION TO THOSE SHOWN ON DRAWINGS WHERE DETERMINE NECESSARY BY ACTUAL SITE CONDITIONS.
3. PRIOR TO ANY OTHER CONSTRUCTION, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT EACH ENTRY TO OR FROM THE SITE.
4. THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHT OF WAYS. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH STONE AS CONDITIONS DEMAND, REPAIR AND/OR CLEAN OUT OF ANY STRUCTURES USED TO TRAP SEDIMENTS. ALL MATERIALS SPILLED, DROPPED WASHED OR TRACKED FROM VEHICLE OFF SITE ONTO ROADWAY OR INTO STORM DRAINS MUST BE REMOVED.
5. IMMEDIATELY AFTER THE ESTABLISHMENT OF CONSTRUCTION ENTRANCES/EXITS, ALL PERIMETER EROSION CONTROL DEVICES AND STORMWATER MANAGEMENT DEVICES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION.
6. ALL SILT BARRIERS MUST BE PLACED AS ACCESS IS OBTAINED DURING CLEARING. NO GRADING SHALL BE DONE UNTIL SILT BARRIER INSTALLATION AND DETENTION FACILITIES ARE CONSTRUCTED. SILT BARRIERS SHALL BE PLACED AT ALL DOWNSTREAM TOE OF CUT AND FILL SLOPES.
7. THE LOCATION OF SOME EROSION CONTROL DEVICES MAY HAVE TO BE ALTERED FROM THAT IS SHOWN ON THE APPROVED PLANS IF DRAINAGE PATTERN DURING CONSTRUCTION ARE DIFFERENT FROM THE FINAL PROPOSED DRAINAGE PATTERNS. IT IS THE CONTRACTOR RESPONSIBILITY TO ACCOMPLISH EROSION CONTROL FOR DRAINAGE PATTERN CREATED AT VARIOUS STAGES DURING CONSTRUCTION. ANY DIFFICULTY IN CONTROL EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY. ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN (7) DAYS SHALL BE STABILIZED WITH TEMPORARY SEEDING.
8. THE CONSTRUCTION OF THE SITE WILL INITIATE WITH THE INSTALLATION OF EROSION CONTROL MEASURES SUFFICIENT TO CONTROL SEDIMENT DEPOSIT AND EROSION. ALL SEDIMENT CONTROL WILL BE MAINTAINED UNTIL ALL UPSTREAM GROUND WITHIN THE CONSTRUCTION AREA HAS BEEN COMPLETELY STABILIZED WITH PERMANENT VEGETATION AND ALL ROADS AND DRIVEWAYS HAVE BEEN COMPLETED. THE CONTRACTOR SHALL INSPECT EROSION CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
9. FAILURE TO INSTALL, OPERATE OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB SITE UNTIL SUCH MEASURES ARE CORRECTED.
10. THE CONTRACTOR SHALL REMOVE ACCUMULATED SILT WHEN THE SILT IS WITHIN 12" OF THE TOP OF THE SILT FENCE UTILIZED FOR EROSION CONTROL.
11. ALL OPEN SWALES MUST BE GRASSED, AND RIP-RAP MUST BE PLACED AS REQUIRED TO CONTROL EROSION. ALL CUT AND FILL SLOPES MUST BE SURFACE ROUGHENED AND VEGETATED WITHIN (7) DAYS OF CONSTRUCTION.
12. SEEDING AND MULCHING OF THE SITE WILL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER COMPLETION OF THE SITE DEVELOPMENT. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING AN ADEQUATE COVER OF VEGETATION OVER THE SITE FOR A PERIOD OF ONE YEAR.
13. SEEDBED PREPARATION: AREA TO BE SEEDED SHALL BE LOOSE AND FRIABLE TO A DEPTH OF AT LEAST 3". THE TOP LAYER SHALL BE LOOSENED BY RAKING, DISKING OR OTHER ACCEPTABLE MEANS BEFORE SEEDING OCCURS. IN LIEU OF SOIL TEST RESULTS, APPLY 50 LBS. OF DOLOMITIC LIMESTONE AND 25 LBS. OF 10-10-10 FERTILIZER PER 1000 SF. HARROW OR DISK LIMESTONE AND FERTILIZER INTO SOIL TO A DEPTH OF AT LEAST 3" ON THE SLOPES FLATTER THAN 3:1.
14. SEEDING: APPLY 5-6 LBS. PER 1000 SF. OF KENTUCKY 31 TALL FESCUE. APPLY SEED UNIFORMLY WITH A CYCLONE SEEDED DRILL CULTIPACKER SEEDER OR HYDROSEEDER (SLURRY INCLUDES SEEDS AND FERTILIZER RECOMMENDED ON STEEP SLOPES ONLY) ON MOIST, FIRM SEEDBED. MAXIMUM SEED DEPTH SHOULD BE ¼" WHEN USING THE HYDROSEEDER METHOD. IRRIGATE UNTIL VEGETATION IS FIRMLY ESTABLISHED IF SOIL MOISTURE IS NOT SUFFICIENT TO SUPPORT ADEQUATE GROWTH.
15. IN CONCENTRATED AREAS, ALL SLOPES STEEPER THAN 2.5:1 AND LENGTH OF 10 FEET OR GREATER, AND CUTS AND FILLS WITHIN STREAM BUFFER, SHALL BE STABILIZED WITH THE APPROPRIATE EROSION CONTROL MATTING OR BLANKETS.
16. RIPRAP SHALL BE CLEAN, HARD, SOUND, DURABLE, UNIFORM IN QUALITY, AND FREE OF ANY DETRIMENTAL, QUANTITY OF SOFT, FRIABLE, THIN, ELONGATED OR LAMINATED PIECES, DISINTEGRATED MATERIAL, ORGANIC MATTER, OIL, ALKALI OR OTHER DELETERIOUS SUBSTANCES.

3.5 GRADING

1. THE CONTRACTOR SHALL SEED THE GRADED AREAS PER DOT STANDARDS. AN SI GEOSOLUTIONS LAND LOCK CS2 EROSION CONTROL BLANKET SHALL BE INSTALLED PER THE MANUFACTURER'S INSTRUCTIONS.
2. THE CONTRACTOR SHALL PROVIDE ADEQUATE WATERING TO ENSURE FAVORABLE GROWTH OF VEGETATION FOR A PERIOD OF 6 MONTHS.
3. ALL GROUNDING, UTILITIES AND UNDERGROUND EQUIPMENT EXPOSED BY GRADING SHALL BE REPLACED AND PROPERLY CONNECTED TO THE EXISTING PORTION OF THE ORIGINAL SYSTEM PER APPROVED CODES AND JURISDICTION REQUIREMENTS.
4. THE GRADING TOLERANCE FOR FILL UNDER BUILDING SLABS SHALL BE ±½ INCH MEASURE WITH 10 FT STRAIGHTEDGE.
5. THE GRADING TOLERANCES OUTSIDE BUILDING LINES SHALL BE ±1 INCH FOR LAWNS, UNPAVED AREAS AND WALKS; AND ±½ INCH UNDER PAVEMENT.
6. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING AND RE-GRADING ROADWAY AND/OR FIELD FOLLOWING THE INSTALLATION OF UTILITIES.
7. ANY FILLS PLACED ON EXISTING SLOPES THAT ARE GREATER THAN 10 HORIZONTAL TO 1 VERTICAL SHALL BE PROPERLY BENCHED INTO THE EXISTING SLOPE.
8. THE CONTRACTOR SHALL TAKE SPECIAL CARE TO RE-GRADE THE SITE AND MONITOR THE STABILITY OF EMBANKMENT STEEPER THAN 1:3 AT ALL TIME DURING CONSTRUCTION.
9. PROTECT EXISTING GRAVEL SURFACING AND SUB-GRADE IN AREAS WHERE EQUIPMENT LOADS WILL OPERATE. USE PLANKING OR OTHER SUITABLE MATERIALS DESIGNED TO SPREAD EQUIPMENT LOADS. REPAIR DAMAGE TO EXISTING GRAVEL SURFACING OR SUB-GRADE WHERE SUCH DAMAGE IS DUE TO THE CONTRACTOR OPERATIONS. DAMAGED GRAVEL SURFACING SHALL BE RESTORED TO MATCH THE ADJACENT UNDAMAGED GRAVEL SURFACING AND SHALL BE THE SAME THICKNESS.

4 – CONCRETE

4.1 GENERAL

1. DESIGN AND CONSTRUCTION OF ALL CONCRETE ELEMENTS SHALL CONFORM TO THE LATEST EDITIONS OF THE FOLLOWING APPLICABLE CODES:
   ACI 301 – SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS
   ACI 318 – BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE
   ACI 544.1R – FIBER REINFORCED CONCRETE (IF SPECIFIED)
   ACI 544.2R – MEASUREMENT OF PROPERTIES OF FIBER REINFORCED CONCRETE (IF SPECIFIED)
2. MIX DESIGN SHALL BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO PLACING CONCRETE.
3. CONCRETE SHALL BE NORMAL WEIGHT, 6% AIR ENTRAINED (+-1.5%) WITH A MAXIMUM OF 4" SLUMP, AND HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 4000 PSI UNLESS OTHERWISE NOTED.
4. MAXIMUM AGGREGATE SIZE SHALL BE 1".
5. THE FOLLOWING MATERIALS SHALL BE USED:
   - PORTLAND CIMENT: ASTM C 150, TYPE I
   - REINFORCEMENT: ASTM A 185 & A 615
   - NORMAL WEIGHT AGGREGATE: ASTM C 33
   - WATER: DRINKABLE
   - ADMIXTURES: NON-CHLORIDE CONTAINING
   - FIBEROUS REINFORCEMENT: ASTM C1116 (IF SPECIFIED)
6. REINFORCING DETAILS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF ACI 315.
7. REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60, DEFORMED UNLESS OTHERWISE NOTED. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 185 WELDED WIRE FABRIC UNLESS OTHERWISE NOTED. SPLICES SHALL BE CLASS 'B' AND ALL HOOKS SHALL BE STANDARD, UNO.
8. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:
   - CONCRETE CAST AGAINST EARTH: 3 IN.
   - CONCRETE EXPOSED TO EARTH OR WEATHER:
   - #6 AND LARGER: 2 IN.
   - #5 AND SMALLER AND WWF: 1 ½ IN.
   - CONCRETE NOT EXPOSED TO EARTH OR WEATHER OR NOT CAST AGAINST THE GROUND:
   - SLABS AND WALL: ¾ IN.
   - BEAMS AND COLUMNS: 1 ½ IN.
9. A CHAMFER OF ¾ IN SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNO, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.
10. INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHORS SHALL BE PER MANUFACTURER'S WRITTEN RECOMMENDED PROCEDURE. THE ANCHOR BOLT, DOWELOR ROD SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. NO REBAR SHALL BE CUT WITHOUT PRIOR ENGINEERING APPROVAL WHEN DRILLING HOLES IN CONCRETE.
11. CURING COMPOUNDS SHALL CONFORM TO ASTM C-309.
12. ADMIXTURE SHALL CONFORM TO THE APPROPRIATE ASTM STANDARD AS REFERENCED IN ACI-301.
13. DO NOT WELD OR TACKWELD REINFORCING STEEL.
14. ALL DOWELS, ANCHORS BOLTS, EMBEDMENT STEEL, ELECTRICAL CONDUITS, PIPE SLEEVES, GROUNDS AMD ALL OTHER EMBEDDED ITEMS AND FORMED DETAILS SHALL BE IN PLACE BEFORE START OF CONCRETE PLACEMENT.
15. LOCATE ADDITIONAL CONSTRUCTION JOINTS REQUIRED TO FACILITATE CONSTRUCTION AS ACCEPTABLE TO THE ENGINEER. PLACE REINFORCEMENT CONTINUOUSLY THROUGH JOINT.
16. REINFORCEMENT SHALL BE COLD BENT WHEN BENDING IS REQUIRED.
17. PLACE CONCRETE IN A UNIFORM MANNER TO PREVENT THE FORMATION OF COLD JOINTS AND OTHER PLANE OF WEAKNESS. VIBRATE THE CONCRETE TO FULLY EMBED REINFORCING. DO NOT USE VIBRATOR TO TRANSPORT CONCRETE THROUGH CHUTES OR FORMWORK.
18. DO NOT PLACE CONCRETE IN PONDING WATER, ICE, OR ON FROZEN GROUND.
19. FOR COLD WEATHER AND HOT WEATHER CONCRETE PLACEMENT, CONFORM TO APPLICABLE ACI CODES AND RECOMMENDATIONS. IN EITHER CASE, MATERIALS CONTAINING CHLORIDE, CALCIUM, SALTS, ETC. SHALL NOT BE USED. PROTECT FRESH CONCRETE FROM WEATHER FOR 7 DAYS MINIMUM.
20. FIBER REINFORCED CONCRETE MIX, IF SPECIFIED, SHALL INCLUDE 1 ½ LBS OF FIBER PER CUBIC YARD.

5 – FOUNDATION

5.1 GENERAL

1. ALL WORK SHALL COMPLY WITH OSHA AND STATE SAFETY REQUIREMENTS. PROCEDURES FOR THE PROTECTION OF EXCAVATIONS, EXISTING CONSTRUCTIONS AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION.
2. PRIOR TO INITIATING EARTHWORK OPERATIONS, GROUNDING WATER AND SURFACE WATER CONTROL MEASURES NEED TO BE TAKEN.
3. THE CONTRACTOR SHALL PROVIDE ADEQUATE SLOPING, SHORING, AND BRACING FOR ALL EXCAVATION TO PROTECT ADJACENT STRUCTURES AND COMPLY WITH LOCAL CODES, ORDINANCES, OSHA AND ANSI REQUIREMENTS.
4. PRIOR TO CONSTRUCTION OF ANY PERMANENT STRUCTURE, THE SITE SHALL BE STRIPPED OF ALL SURFACE VEGETATION, TOP SOIL, AND ORGANIC MATERIAL; ALL WET, SOFT, LOOSE FROZEN, OR OTHERWISE UNDESIRABLE SOIL SHALL BE REMOVED.
5. THE CONTRACTOR IS TO PREVENT SURFACE WATER FROM ENTERING EXCAVATIONS, PUDDLE AND FROM FLOODING ADJACENT PROPERTIES DURING CONSTRUCTION. CONTRACTOR IS ALSO RESPONSIBLE FOR PREVENTING SOFTENING OF THE FOUNDATION SOILS PRIOR TO PLACING CONCRETE.
6. THE EXPOSED SUB GRADE SHALL BE PROOFED-ROLLED WITH MEDIUM WEIGHT ROLLERS OR OTHER APPROVED EQUIPMENT TO DETERMINE IF ANY POCKETS OF SOFT, COMPRESSIBLE SOIL EXISTS BELOW THE EXPOSED SUB GRADE. WHEREVER SUCH MATERIALS IS ENCOUNTERED, THE AREA SHALL BE UNDERCUT TO SUITABLE SOIL, AS DIRECTED BY A QUALIFIED ENGINEER.
7. ALL STRUCTURAL FILL EXTENDING FROM SUITABLE SUB GRADE TO BOTTOM OF FOUNDATIONS OR FLOOR SLABS SHALL CONSIST OF GRANULAR MATERIAL AND WITH 3% TO 10% BY DRY WEIGHT PASSING THE U.S. STD #200 SIEVE SIZE, COMPACTED TO 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D1557 IN LAYERS NOT EXCEEDING 12".
8. THE SOIL PREPARATION, INCLUDING FOOTING EXCAVATION, FILL, BACK FILL AND COMPACTING SHALL BE DONE FOLLOWING THE RECOMMENDATION CONTAINED IN IBC 2003.
9. PROPORTIONS OF CONCRETE MATERIALS SHALL BE SUITABLE FOR THE INSTALLATION METHOD UTILIZED AND SHALL RESULT IN DURABLE CONCRETE FOR RESISTANCE TO ANTICIPATED AGGRESSIVE ACTIONS IN THE VICINITY OF THE FOUNDATION. THE DURABILITY REQUIREMENTS OF ACI 318 CHAPTER 4 SHALL BE SATISFIED BASED ON CONDITIONS EXPECTED AT THE SITE. AS A MINIMUM, CONCRETE SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI IN 28 DAYS.
10. CONCRETE MATERIALS SHALL CONFORM TO THE APPROPRIATE STATE REQUIREMENTS FOR EXPOSED STRUCTURAL CONCRETE.
11. WELDING IS PROHIBITED ON REINFORCING STEEL EMBEDMENTS.
12. MINIMUM CONCRETE COVER FOR REINFORCEMENT SHALL BE 3 INCHES (76 MM) UNLESS OTHERWISE NOTED. APPROVED SPACERS SHALL BE USED TO INSURE A 3 INCH (76 MM) MINIMUM COVER ON REINFORCEMENT.
13. CONCRETE COVER FROM TOP OF FOUNDATION TO ENDS OF VERTICAL REINFORCEMENT SHALL NOT EXCEED 3 INCHES (76 MM) NOR BE LESS THAN 2 INCHES (51 MM).
14. FOOTING IS DESIGNED TO BEAR ON EXISTING NATURALLY OCCURRING NON-EXPANSIVE SOILS OR ENGINEERED FILL CAPABLE OF SAFELY SUSTAINING 2000 PSF.
15. IF NO SOIL PARAMETERS WERE AVAILABLE FOR THIS SITE, THE FOUNDATION DESIGN HAS BEEN DEVELOPED IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL ENGINEERING PRINCIPLES AND PRACTICES WITHIN THE LIMITS OF THE SUBSURFACE DATA PRESCRIBED BY GOVERNING CODE. FOUNDATION DESIGN IS BASED ON SOIL PARAMETERS FROM THE INTERNATIONAL BUILDING CODE AS FOLLOWS:
    – ALLOWABLE SOIL BEARING PRESSURE = 2000 PSF
    – ALLOWABLE SLIDING RESISTANCE = 150 PSF/FT.
16. FOUNDATION SHALL BE FORMED WITH PLYWOOD OR METAL PANELS SUFFICIENT FOR STRUCTURAL AND VISUAL REQUIREMENTS. FORMS SHALL BE STRUCTURALLY ADEQUATE TO WITHSTAND UNCURED CONCRETE PRESSURE. FORMS SHALL BE REMOVED ONCE CONCRETE HAS ATTAINED 75% OF ITS ULTIMATE STRENGTH.
17. THE CONTRACTOR SHALL EXPECT SUBMERGED DRILLING CONDITIONS FOR DEEP FOUNDATION CONSTRUCTION SUCH AS DRILLED PIERS OR DEADMAN ANCHORS AND SHALL MOBILIZE ACCORDINGLY.
18. FOUNDATION INSTALLATION SHALL BE SUPERVISED BY PERSONNEL KNOWLEDGEABLE AND EXPERIENCED WITHIN THE PROPOSED FOUNDATION TYPE. CONSTRUCTION SHALL BE IN ACCORDANCE WITH GENERALLY ACCEPTED INSTALLATION PRACTICES.
19. FOUNDATION DESIGN ASSUMES FIELD INSPECTIONS WILL BE PERFORMED TO VERIFY THAT CONSTRUCTION MATERIALS, INSTALLATION METHODS AND ASSUMED DESIGN PARAMETERS ARE ACCEPTABLE BASED ON CONDITIONS EXISTING AT THE SITE.
20. CONCRETE SHALL BE PLACED IN A MANNER THAT WILL PREVENT SEGREGATION OF CONCRETE MATERIALS, INFILTRATION OF WATER OR SOIL AND OTHER OCCURRENCES WHICH MAY DECREASE THE STRENGTH OR DURABILITY OF THE FOUNDATION.
21. FREE FALL CONCRETE MAY BE USED PROVIDED FALL IS VERTICAL DOWN WITHOUT HITTING SIDES OF EXCAVATION, FORM WORK, REINFORCING BARS, FORM TIES, OR OTHER OBSTRUCTIONS. UNDER NO CIRCUMSTANCES SHALL CONCRETE FALL THROUGH WATER.
22. FOUNDATION DESIGN ASSUMES CONTINUOUS CONCRETE PLACEMENT WITHOUT CONSTRUCTION JOINTS.
23. TOP OF FOUNDATION OUTSIDE LIMITS OF ANCHOR BOLTS SHALL BE SLOPED TO DRAIN WITH A FLOATED FINISH. AREA INSIDE LIMITS OF ANCHOR BOLTS SHALL BE LEVEL WITH A SCRATCHED FINISHED.
24. EXPOSED EDGES OF CONCRETE SHALL BE CHAMFERED 3/4"x3/4" (19MM x 19MM) MINIMUM.
25. INTIMATE CONTACT BETWEEN CONCRETE AND SOIL-WALLS OF PAD IS ESSENTIAL FOR ADEQUATE FOUNDATION PERFORMANCE. THE CONCRETE SHOULD BE APPROPRIATELY VIBRATED DURING CONSTRUCTION.
26. THE CONTRACTOR MIGHT HAVE TO BUILD THE FOUNDATION WITH SUBMERGED CONDITIONS AND SHALL MOBILIZE ACCORDINGLY.
27. ALL EXISTING GROUNDING RINGS AND DEVICES EXPOSED BY EXCAVATION OR REGRADING SHALL BE REPLACED AND PROPERLY CONNECTED TO EXISTING SYSTEM PER NEC OR LOCAL JURISDICTION REQUIREMENTS.

5.2 FOOTING FOUNDATION

1. THE BOTTOM BEARING SURFACE OF FOOTING SHOULD BEAR AGAINST UNDISTURBED SOIL. IF THIS CONDITION CANNOT BE MET BACK FILL MATERIAL MUST BE THOROUGHLY COMPACTED IN 8" LAYERS.
2. THE ANCHOR RODS MUST BE INSTALLED AS SHOWN AND SECURED IN SPECIFIED POSITION BEFORE CONCRETE IS POURED.
3. FOOTING MUST BE PROPERLY BACK FILLED PRIOR TO BEGINNING OF PLATFORM ERECTION.
4. THE FOUNDATION SHOWN SHALL BE CONSTRUCTED AS A MASS MEMBER. MEASURES SHALL BE TAKEN TO COPE WITH THE GENERATION OF HEAT AND ATTENDANT VOLUME CHANGE SO AS TO MINIMIZE CRACKING.

SEE F1 FOR CONTINUATION

CROWN CASTLE INTERNATIONAL
2000 CORPORATE DRIVE
CANONSBURG, PA 15317
USA

AW Solutions Incorporated
300 CROWN OAK CENTRE DRIVE
LONGWOOD, FL 32750
TEL: 407.260.0231
FAX: 407.260.0749

DRAWN BY:	DW	CHECKED BY:	JD
0	2/11/10	ISSUED FOR ZONING	
REV	DATE	DESCRIPTION	

EMMANUEL POULIN
KY P.E.# 21727
2/11/10

BU#: 8466_3805

SITE NAME: LITTLE TEXAS

ADDRESS: 3950 LEXINGTON RD US 60
VERSAILLES, KY 40383

SITE TYPE: RAWLAND – MONOPOLE

SHEET TITLE: SPECIFICATIONS

SHEET NUMBER: SP1

CONTINUED FROM SP1

5.3 ANCHOR BLOCK FOUNDATION

1. THE ANCHOR ORIENTATION AND LOCATION WITH RESPECT TO TOWER MUST BE LAID OUT AS SHOWN ON PLAN.
2. THE BOTTOM AND FRONT BEARING SURFACES OF THE ANCHOR BLOCK SHOULD BEAR AGAINST UNDISTURBED SOIL. IF THIS CONDITION CANNOT BE MET AND FORMS ARE USED, FORMS MUST BE REMOVED AND BACK FILL MATERIAL THOROUGHLY COMPACTED IN 8" LAYERS.
3. THE ANCHOR RODS MUST BE INSTALLED AS SHOWN AND SECURED IN SPECIFIED POSITION BEFORE CONCRETE IS POURED. BACK FILL COMPLETELY WITH ANCHOR ROD SECURED IN POSITION.
4. ANCHORS MUST BE PROPERLY BACK FILLED PRIOR TO BEGINNING OF TOWER ERECTION.
5. THE FOUNDATION SHOWN SHALL BE CONSTRUCTED AS A MASS MEMBER. MEASURES SHALL BE TAKEN TO COPE WITH THE GENERATION OF HEAT AND ATTENDANT VOLUME CHANGE SO AS TO MINIMIZE CRACKING.
6. FOR ANCHOR BLOCK TYPE FOUNDATIONS, THE PORTION OF ALL STEEL ANCHORS, FROM TOP OF ANCHOR BLOCK TO GROUND LEVEL, SHALL BE COATED WITH BITUMEN. DESIGN ASSUMES PERIODIC INSPECTIONS WILL BE PERFORMED OVER THE LIFE OF THE STRUCTURE TO DETERMINE IF ADDITIONAL ANCHOR CORROSION PROTECTION MEASURES MUST BE IMPLEMENTED BASED ON OBSERVED SITE-SPECIFIC CONDITIONS.
7. NO FILL SHALL BE REMOVED FROM THE COMPRESSION SIDE OF EXISTING ANCHORS IN A RADIUS OF 45 FT.

5.4 DRILLED SHAFT

1. REINFORCING CAGES SHALL BE BRACED TO RETAIN PROPER DIMENSIONS DURING HANDLING AND THROUGHOUT PLACEMENT OF CONCRETE. WHEN TEMPORARY CAGES ARE UTILIZED, BRACING SHALL BE ADEQUATE TO RESIST FORCES OCCURRING FROM THE FLOWING CONCRETE DURING CASING EXTRACTION.
2. CONCRETE COVERED FROM TOP OF FOUNDATION TO ENDS OF VERTICAL REINFORCEMENT SHALL NOT EXCEED 3 INCHES (76 MM) NOR BE LESS THAN 2 INCHES (51 MM).
3. SPACERS SHALL BE ATTACHED INTERMITTENTLY THROUGHOUT THE ENTIRE LENGTH OF VERTICAL REINFORCING CAGES TO INSURE CONCENTRIC PLACEMENT OF CAGES IN EXCAVATIONS.
4. FOUNDATION DESIGN HAS BEEN BASED ON THE GEOTECHNICAL ENGINEERING REPORT. CONTRACTOR SHALL CONFORM TO THE PROVISIONS OF THE GEOTECHNICAL STUDY FOR THIS SITE. COMPANY PROVIDING GEOTECHNICAL REPORT TO OBSERVE AND APPROVE IN WRITING DRILLING OF PIER AND POURING OF CONCRETE. COPIES OF WRITTEN APPROVAL SHALL BE SENT TO AW SOLUTIONS. CONTRACTOR SHALL PROVIDE ADEQUATE ASSISTANCE AND NOTIFICATION TO ACCOMPLISH THIS REQUIREMENT.
5. FOUNDATION DESIGN MODIFICATIONS MAY BE REQUIRED IN THE EVENT OF THE FOLLOWING DESIGN PARAMETERS ARE NOT APPLICABLE FOR THE SUBSURFACE CONDITIONS ENCOUNTERED.
6. FOR FOUNDATION AND ANCHOR TOLERANCES REFER TO TOWER MANUFACTURER DRAWINGS FOR SPECIFIC JOB NUMBER AND DATE. IN ABSENCE OF MORE SPECIFIC INFORMATION, THE CONTRACTOR MAY USE THE FOLLOWING:
   TOWER FOUNDATION:
   -LOCATION: L/24 OF SHAFT DIAMETER (MAX.)
   -OUT OF PLUMB: 1.5% OF SHAFT LENGTH NOT TO EXCEED 12.5% OF SHAFT DIAMETER OR 12.
   -CONCRETE CUT OFF ELEVATION: +/- ½
   PLATFORM FOUNDATION:
   -LOCATION: 1" IN PLAN
   -OUT OF PLUMB: 2"
   -CONCRETE CUT OFF ELEVATION: +/- ½
7. FOUNDATION DESIGN ASSUMES CASING, IF USED, WILL NOT BE LEFT IN PLACE. EQUIPMENT, PROCEDURES AND PROPORTIONS OF CONCRETE MATERIALS SHALL INSURE CONCRETE WILL NOT BE ADVERSELY DISTURBED UPON CASING REMOVAL.
8. DRILLING FLUID, IF USED, SHALL BE FULLY DISPLACED BY CONCRETE AND SHALL NOT BE DETRIMENTAL TO CONCRETE OR SURROUNDING SOIL. CONTAMINATED CONCRETE SHALL BE REMOVED FROM TOP OF FOUNDATION AND REPLACED WITH FRESH CONCRETE.
9. INTIMATE CONTACT BETWEEN CONCRETE AND SOIL-WALLS OF DRILLED SHAFT IS ESSENTIAL FOR ADEQUATE FOUNDATION PERFORMANCE. THE CONCRETE SHOULD BE APPROPRIATELY VIBRATED DURING CONSTRUCTION.
10. FOUNDATION DESIGN HAS BEEN BASED ON THE ENGINEERING REPORT AS FOLLOW:
    A. AXIAL UPLIFT (NOT FOR MONOPOLE).
    B. AXIAL (GROSS) COMPRESSION (SUPERIMPOSED PLUS DOWNLOAD PLUS PIER SELF WEIGHT) IS WITHIN ALLOWABLE PILE COMPRESSIVE CAPACITY BASED ON THE COMBINED ACTION OF THE PILE END ULTIMATE BEARING AND THE PILE ULTIMATE SKIN FRICTION WITH THEIR RESPECTIVE SAFETY FACTORS.
    C. LATERAL STABILITY IS BASED ON AN ALLOWABLE SOIL PASSIVE SOIL WITH A MINIMUM SAFETY FACTOR OF 2 OF THE REPORT SOIL STRATA TO RESIST THE INDICATED BASE SHEAR AND OVERTURNING MOMENT.
11. DRILLED PIER INSTALLATION SHALL BE OBSERVED AND APPROVED IN WRITING BY GEOTECHNICAL ENGINEER PROVIDING GEOTECHNICAL REPORT.
12. TOWER BASE REACTIONS ARE GIVEN BY TOWER MANUFACTURER FOR TOWER SIZE, TYPE, AND SPECIFIC JOB NUMBER LISTED.
13. FOR ANCHOR BOLTS AND TEMPLATES, SEE TOWER MANUFACTURER. DRAWINGS PROVIDED BY THE TOWER MANUFACTURER REPRESENTATIVE.
14. THE SHAFT CASING SHALL BE A STEEL PIPE ASTM A252, GRADE 2 OR ASTM A36.

8 - STEEL

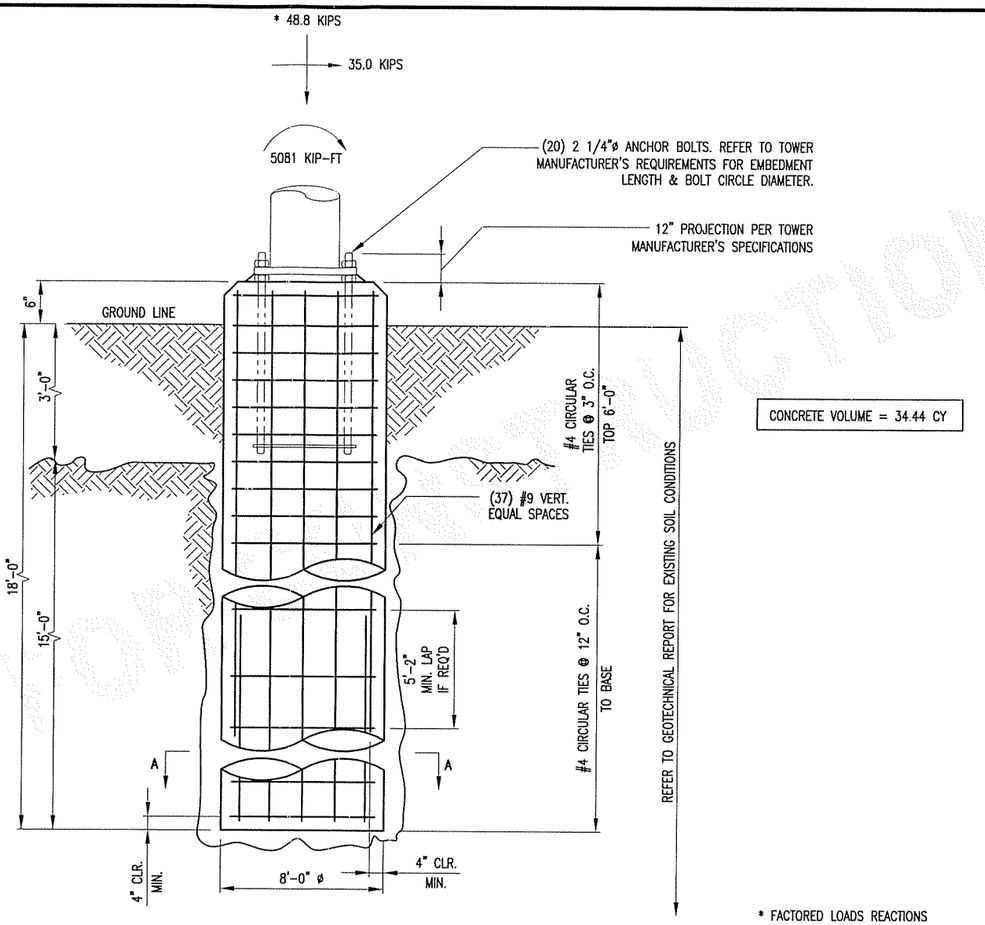
8.1 STRUCTURAL STEEL

1. ALL STRUCTURAL STEEL SHALL BE A-36
2. ALL PIPE SHALL BE A-53 GRADE B (Fy=35KSI)
3. ALL W SHAPES SHALL BE ASTM A992 (Fy=50KSI)
4. ALL HSS SHALL BE A500 GRADE C (Fy=46KSI)
5. BOLTS SHALL BE A-325 WITH THREADS EXCLUDED FROM THE SHEAR PLANE UNLESS OTHERWISE NOTED.
6. ALL A-325 BOLTS, NUTS, AND WASHERS SHALL BE AMERICAN MADE. THE MANUFACTURER SHALL PROVIDE CERTIFICATION THAT THEY ARE AMERICAN MADE.
7. WELDING SHALL BE DONE WITH E70XX, LOW HYDROGEN ELECTRODES IN ACCORDANCE WITH THE LATEST A.W.S. D1.1 WELDING CODE. THE MINIMUM WELD IS 3/16 FILLET ALL AROUND, UON.
8. ALL STRUCTURAL STEEL AND PIPE TO BE HOT DIPPED GALVANIZED PER ASTM A123. ALL NUTS AND WASHERS SHALL BE GALVANIZED PER ASTM A153.
9. ALL PIPES SHALL BE GALVANIZED INSIDE AND OUTSIDE.
10. EDGE DISTANCE 1 1/4" UNLESS OTHERWISE NOTED. HOLES SHALL BE PUNCHED OR DRILLED 1/16" LARGER THAN THE DIAMETER OF THE BOLTS THEY WILL RECEIVE UNLESS OTHERWISE NOTED.
11. ALL FIELD DRILLED HOLES AND FIELD CUT ENDS SHALL BE GIVEN TWO (2) COATS OF ZRC. GALVILITE GALVANIZING REPAIR COMPOUND OR APPROVED EQUIVALENT. TOUCH UP AND REPAIR OF GALVANIZED SURFACES SHALL BE PERFORMED PER THE REQUIREMENTS OF ASTM A-780.
12. ALL U-BOLTS SHALL HAVE 2 EA NUTS PER LEG OR ONE ANCO LOCK NUT.
13. NO STRUCTURAL MEMBER SHALL BE CUT, NOTCHED, OR OTHERWISE ALTERED UNLESS APPROVED IN WRITING BY THE ENGINEER.

20 - SITE SPECIFIC NOTES

20.1 GENERAL

1. CONSTRUCTION INCLUDES:
   - CLEARING, GRUBBING AND GRADING OF SITE.
   - INSTALLATION OF REINFORCED CONCRETE FOUNDATION WITH TOWER ANCHOR BOLTS.
2. THE PROFESSIONALS INVOLVED ON THIS PROJECT ARE AS FOLLOWS:
   - STRUCTURAL ENGINEER: AW SOLUTIONS, INC.
   - GEOTECHNICAL ENGINEER: TERRACON, 4545 BISHOP LANE, SUITE 101, LOUISVILLE, KY 40218, PHONE: 502-456-1256
3. GEOTECHNICAL ENGINEERING REPORT:
   - PROJECT NUMBER: 57097345
   - ULTIMATE END BEARING AT 18 FT. DEPTH = 80 KSF
   - NO GROUND WATER IS EXPECTED
4. TOWER:
   - MANUFACTURER: VALMONT
   - SIZE AND TYPE: 195' MONOPOLE
   - PROJECT NUMBER: 1002076
   - DATE: 2/5/10



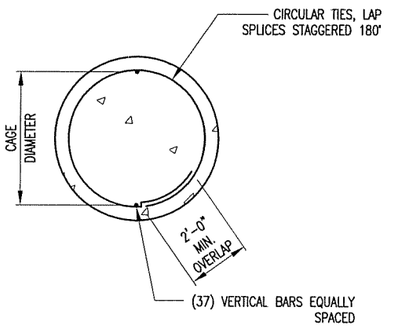
CONCRETE VOLUME = 34.44 CY

* FACTORED LOADS REACTIONS

1 **DRILLED PIER FOUNDATION**

SCALE: NTS

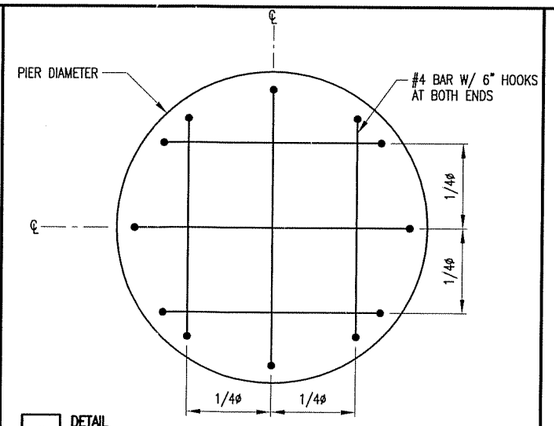
1. TOWER BASE REACTIONS ARE GIVEN BY TOWER MANUFACTURER FOR TOWER SIZE, TYPE, AND SPECIFIC JOB NUMBER LISTED.
2. FOR ANCHOR BOLTS AND TEMPLATES, SEE TOWER MANUFACTURER. DRAWINGS PROVIDED BY THE TOWER MANUFACTURER REPRESENTATIVE.
3. DRILLED PIER INSTALLATION SHALL BE OBSERVED AND APPROVED IN WRITING BY GEOTECHNICAL ENGINEER PROVIDING GEOTECHNICAL REPORT.
4. READY MIX CONCRETE SHALL COMPLY WITH ASTM C94 SPECIFICATIONS.
5. CONCRETE SHALL BE Fc=4000 PSI AT 28 DAYS, NORMAL WEIGHT CONCRETE 520 LBS OF CEMENT PER CU. YD. MIN.
6. REINCORCING BARS SHALL BE GRADE 60 PER ASTM A615.



A-A **SECTION**

SCALE: NTS

1. CAGE DIAMETER FROM CENTERLINE OF VERTICAL BARS.



2 **DETAIL**

SCALE: NTS

- **NOT USED**

SCALE: NTS

FOUNDATION DESIGN DRAWINGS

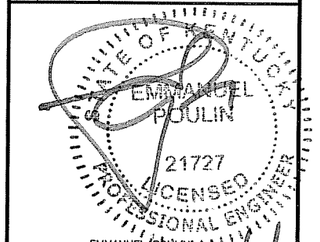
CROWN CASTLE INTERNATIONAL

2000 CORPORATE DRIVE
CANONSBURG, PA 15317
USA

AW Solutions incorporated

300 CROWN OAK CENTRE DRIVE
LONGWOOD, FL 32750
TEL: 407.260.0231
FAX: 407.260.0749

DRAWN BY:		DW	CHECKED BY:	JD
0	2/11/10	ISSUED FOR ZONING		
REV	DATE	DESCRIPTION		



EMMANUEL POULIN
KY P.E.# 21727

BU#: 8466_3805

SITE NAME: LITTLE TEXAS

ADDRESS: 3950 LEXINGTON RD US 60
VERSAILLES, KY 40383

SITE TYPE: RAWLAND - MONOPOLE

SHEET TITLE:

SPECIFICATIONS & FOUNDATION DETAILS

SHEET NUMBER:

F1

Exhibit E

December 17, 2009

Nsoro MasTec, LLC
10830 Penion Drive
Louisville, Kentucky 40299

Attention: Mr. Chad Goughnour
Email: cgoughnour@nsoro.com

Regarding: Geotechnical Engineering Report
Proposed 200' Monopole Communications Tower
Site Number: KYLXU5127
Site Name: Little Texas
Terracon Project Number: 57097345

Dear Mr. Goughnour:

Terracon Consultants, Inc. (Terracon) has completed the geotechnical engineering services for the above referenced project. This report presents the findings of the subsurface exploration and provides geotechnical recommendations concerning earthwork and the design and construction of foundations for the proposed project.

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

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

Sincerely,
Terracon Consultants, Inc.

Nathan H. Bryan, P.E.
Geotechnical Department Manager

STATE OF KENTUCKY
TIMOTHY G. LaGROW
17758
REGISTERED PROFESSIONAL ENGINEER

Timothy G. LaGrow, P.E.
Senior Principal
Kentucky PE#-17758

Projects_86095039_Geotechnical Report doc

Copies to: Addressee (1 via email, 3 via mail)

Terracon

TABLE OF CONTENTS

GEOTECHNICAL ENGINEERING REPORT
PROPOSED COMMUNICATION TOWER
VERSAILLES, WOODFORD COUNTY, KENTUCKY

Terracon Project No. 57097345
December 17, 2009

1.0 PROJECT INFORMATION

1.1 Project Description

ITEM	DESCRIPTION
Site layout	See Appendix A, Figure A-1, Boring Location Plan
Site dimensions	About 80 feet by 80 feet
Tower	Monopole, 200 feet tall
Maximum loads	Vertical: 60 Kips (max.) Shear: 40 Kips (max.) Moment: 5,600 Kips (max.)
Maximum allowable settlement	1-inch (assumed)
Equipment Building: **Maximum Loads**	Column: 25 kips (assumed) Wall: 1.5 kips/ft (assumed)
Equipment Building: **Maximum allowable settlement**	Total Settlement: 1-inch (assumed) Differential Settlement: ¾ inch over 40 feet (assumed)
Grading	Existing Grade ±1 foot

1.2 Site Location and Description

ITEM	DESCRIPTION
Location	Latitude: 38.04526 / Longitude: -84.65927 (approximate) Site Address: 3950 Lexington Road, Versailles, Kentucky
Existing improvements	Undeveloped grass pasture
Current ground cover	grass
Ground surface elevation	906 Feet AMSL (from provided survey information)
Existing topography	Relatively level to gently sloping

The above presentation of pertinent project information is based on our understanding of the plans and information provided to Terracon Consultants, Inc. (Terracon). If this project information is not consistent with the development plans for the site, please inform us of any discrepancies or change in plans.

2.0 SUBSURFACE CONDITIONS

2.1 Geology

FORMATION[1]	DESCRIPTION
Cynthiania Formation	This formation consists of shale, sandstone and limestone. Limestone is medium to medium dark gray, medium to coarse grained, and bioclastic; usually weathers to light brown. This formation is approximately 40 to 60 feet thick.

1. Based on the Geologic Map of *Versailles* quadrangle, Kentucky, published by the Kentucky Geological Survey (1964).

2.2 Subsurface Profile

The boring was drilled at the center of the site. Based on the results of our boring, the subsurface conditions on the project site can be generalized as follows:

Description	Approximate Depth to Bottom of Stratum (feet)	Material Encountered	Consistency/Density
Surface	½	Topsoil/Rootzone	N/A
Stratum 1	2	FILL - Clay	N/A
Stratum 2	3	Weathered Limestone[1]	Hard
Stratum 3	18	Competent Limestone[2]	Recovery = 97 to 100% RQD = 72 to 95%

1. Very severe to completely weathered. Auger refusal was encountered at a depth of approximately 3 feet below ground surface.
2. Slightly to moderately weathered, gray, hard, thin to medium bedded; measured unconfined compressive strength of non-fragmented rock core specimen equal to 6,500 psi; unit weight of approximately 170 pcf.

Specific conditions encountered at the boring location are indicated on the attached boring log. Stratification boundaries on the boring log represent the approximate location of changes in soil and rock types; in-situ, the transition between materials may be gradual. Further details of the soil and rock profile can be found on the boring log in the Appendix of this report.

2.3 Groundwater

The boring was advanced to a depth of approximately 3 feet using dry drilling techniques and thereafter utilizing wet coring methods to the boring termination depth of about 18 feet. Groundwater was not observed prior to introduction of water for core drilling, nor during a period of 15-minutes after auger refusal and prior to water introduction into the borehole.

These groundwater observations are considered approximate and are short-term, since the boring was open for a short time period. On a long-term basis, groundwater may be present within the depths explored. Additionally, groundwater will fluctuate seasonally with climatic changes and should be evaluated just prior to construction.

3.0 RECOMMENDATIONS FOR DESIGN AND CONSTRUCTION

3.1 General

Based on the encountered subsurface conditions, the proposed tower can be either founded on a drilled pier or on a shallow buried foundation. The equipment building may be supported on shallow spread footings. Design recommendations for the tower drilled pier and a shallow buried foundation as well as shallow foundations for the equipment building are presented in the following paragraphs.

3.2 Drilled Pier Foundation System

The proposed tower can be founded on a straight shaft drilled pier foundation system. Based on the results of field and laboratory testing, we have developed the following drilled pier design parameters.

Approximate Depth (feet) [1]	Allowable Skin Friction (psf)	Allowable End Bearing Pressure (psf)	Allowable Passive Pressure (psf)	Cohesion (psf)	Internal Angle of Friction (Degrees)	Strain ε_{50}	Lateral Subgrade Modulus (pci)
0 – 3	Ignore	Ignore	Ignore	Ignore	Ignore	Ignore	Ignore
Competent Limestone 3 – 18	3,000 [2]	40,000	10,000 [2]	100,000 [2]	--	0.00001	3,000

1. Pier observation is recommended to adjust pier length if variable soil and/or rock conditions are encountered. A total unit weight of 170 pcf can be assumed for the limestone bedrock.
2. The pier should be embedded a minimum of 3 feet into competent limestone to mobilize these higher rock strength parameters. Furthermore, it is assumed the rock socket will be extended using coring techniques rather than blasting/shooting.

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

The upper 3 feet of fill and weathered limestone should be ignored due to the potential effects of frost action and construction disturbance. To avoid a reduction in lateral and uplift resistance caused by variable subsurface conditions and or bedrock depths, we recommend that drawings instruct the contractor to notify the engineer if subsurface conditions significantly different than encountered in our boring are disclosed during the drilled pier installation. Under these circumstances, it may be necessary to adjust the overall length of the pier. To facilitate these adjustments and assure that the pier is embedded in suitable materials, it is recommended that a Terracon representative observe the drilled pier excavation.

We note that auger refusal conditions were encountered at a depth of approximately 3 feet, therefore, the contractor should recognize the hardness of the material and be prepared to use rock teeth or other means to extend below this depth.

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

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

3.3 Shallow Buried Foundation System

If desired, a shallow buried foundation can be used to support the proposed tower. The buried foundation can be designed using the natural soil/engineered fill parameters indicated in the following table.

The gently sloping site and relatively shallow overburden may result in slight excavation difficulties to achieve a level bearing surface. These difficulties could include bedrock excavation.

DESCRIPTION	VALUE
Foundation Subgrade [1]	Competent limestone or engineered granular fill extending to competent rock.
Net allowable bearing pressure [2]	4,000 psf
Allowable passive pressure [3]	Equivalent Fluid Pressure = 300 pcf
Coefficient of sliding friction [3]	0.5
Vertical Modulus of Subgrade Reaction (pci)	200
Minimum embedment below finished grade for frost protection	18 inches
Approximate total settlement [4]	1 inch

1. If the bedrock provides an irregular bearing surface for the buried foundation, over excavated areas should be backfilled with well graded granular fill. The material should be compacted to 98% of maximum dry density as shown in table 3.5.1 Compaction Requirements. A geotechnical engineer should verify foundation subgrade prior to concrete placement
2. Assumes any soft or unsuitable soils, if encountered, will be undercut and replaced with approved engineered granular fill. The recommended net allowable bearing pressure is the pressure in excess of the minimum surrounding overburden pressure at the footing base elevation.
3. The sides of the excavation for the spread foundation must be nearly vertical and the concrete should be placed neat against these vertical faces for the passive earth pressure values to be valid. If the loaded side is sloped or benched, and then backfilled, the allowable passive pressure will be significantly reduced. Passive resistance in the upper 3 feet of the soil profile should be neglected. Lateral resistance due to friction at the base of the footing should be ignored where uplift also occurs.
4. The foundation settlement will depend upon the variations within the subsurface soil profile, the structural loading conditions, the embedment depth of the footing, the thickness of compacted fill, and the quality of the earthwork operations.

Uplift forces can be resisted by the dead weight of the foundation and the effective weight of any soil above the foundation. A unit weight of soil not exceeding 115 pcf is appropriate for the on-site soils backfilled above the foundation, assuming that it is compacted to at least 95 percent of standard Proctor maximum dry density (ASTM D-698). A unit weight of 150 pcf could be used for reinforced foundation concrete. The ground surface should be sloped away from the foundation to avoid ponding of water and saturation of the backfill materials.

The base of all foundation excavations should be free of water and loose soil prior to placing concrete. Concrete should be placed soon after excavating to reduce disturbance to the bearing surface. It is recommended that the geotechnical engineer be retained to observe and test the soil foundation bearing materials.

3.4 Equipment Cabinet Foundations

DESCRIPTION		VALUE
Foundation Subgrade [1]		Suitable stable native soils or weathered rock
Net allowable bearing pressure [2]		2,500 psf
Minimum footing sizes	**Isolated:**	2 feet by 2 feet
	Wall :	16 inches wide
Coefficient of sliding friction		0.35
Minimum embedment below finished grade for frost protection [3]		18 inches
Approximate total settlement [4]		1 inch

1. A geotechnical engineer should verify foundation subgrade prior to concrete placement.
2. Assumes any existing fill, soft or unsuitable soils, where encountered, will be undercut and replaced with approved engineered fill. The recommended net allowable bearing pressure is the pressure in excess of the minimum surrounding overburden pressure at the footing base elevation.
3. For perimeter foundations and foundations beneath unheated areas.
4. The foundation settlement will depend upon the variations within the subsurface soil profile, the structural loading conditions, the embedment depth of the footings, the thickness of any compacted fill, and the quality of the earthwork operations.

3.5 Earthwork

Site preparation should begin with removal of topsoil, existing fill, vegetation, organics and any soft or otherwise unsuitable materials from the entire construction area. We recommend the actual stripping depth along with any soft soils that will require undercutting be evaluated by the geotechnical engineer at the time of construction. Engineered fill should meet the following material property requirements:

Fill Type [1]	USCS Classification	Acceptable Location for Placement[1]
Lean clay	CL (LL<50 & PI<22)	Beneath equipment building and access road all elevations
Well graded granular material	GW, SW, SM, and SC [2]	All locations and elevations
On-site soil, existing fill, weathered rock		Beneath equipment building and access road assuming it can be broken down to maximum particle size of 4 inches.

(Continued from previous page)

1. Controlled, compacted fill should consist of approved materials that are free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade. A sample of each material type should be submitted to the geotechnical engineer for evaluation. Any fill to be placed beneath the tower footing should consist of well graded granular material.

2. Similar to crushed limestone aggregate or limestone screenings or granular material such as sand, gravel or crushed stone (pug mix).

3.5.1 Compaction Requirements

Fill Lift Thickness	9-inches or less in loose thickness
Compaction Requirements[1]	98% of the materials standard Proctor max. dry density (ASTM D698)
Moisture Content – Granular Material	Workable moisture levels [2]
Moisture Content – Cohesive Soil	Within the range of optimum moisture content to 2% above or 1% below optimum moisture content as determined by the standard Proctor test at the time of placement

1. We recommend that engineered fill be tested for moisture content and compaction during placement. Should the results of the in-place density tests indicate the specified moisture or compaction limits have not been met, the area represented by the test should be reworked and retested as required until the specified moisture and compaction requirements are achieved.
2. Specifically, moisture levels should be maintained low enough to allow for satisfactory compaction to be achieved without the cohesionless fill material pumping when proofrolled.

3.5.2 Construction Considerations

Although the exposed subgrade is anticipated to be relatively stable upon initial exposure, unstable subgrade conditions could develop during general construction operations, particularly if the soils are wetted and/or subjected to repetitive construction traffic. The use of light construction equipment would aid in reducing subgrade disturbance. Should unstable subgrade conditions develop, stabilization measures will need to be employed.

Construction traffic over the completed subgrade should be avoided to the extent practical. The site should also be graded to prevent ponding of surface water on the prepared subgrades or in excavations. If the subgrade should become frozen, desiccated, saturated, or disturbed, the affected material should be removed or these materials should be scarified, moisture conditioned, and recompacted. As a minimum, all temporary excavations should be sloped or braced as required by Occupational Health and Safety Administration (OSHA) regulations to provide stability and safe working conditions. Temporary excavations will probably be required during grading operations.

The grading contractor, by his contract, is usually responsible for designing and constructing stable, temporary excavations and should shore, slope or bench the sides of the excavations as required, to maintain stability of both the excavation sides and bottom. All excavations should comply with applicable local, state and federal safety regulations, including the current OSHA Excavation and Trench Safety Standards.

The geotechnical engineer should be retained during the construction phase of the project to observe earthwork and to perform necessary tests and observations during subgrade preparation; proof-rolling; placement and compaction of controlled compacted fills; backfilling of excavations into the completed subgrade, and just prior to construction of foundations.

4.0 GENERAL COMMENTS

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

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

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

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

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APPENDIX

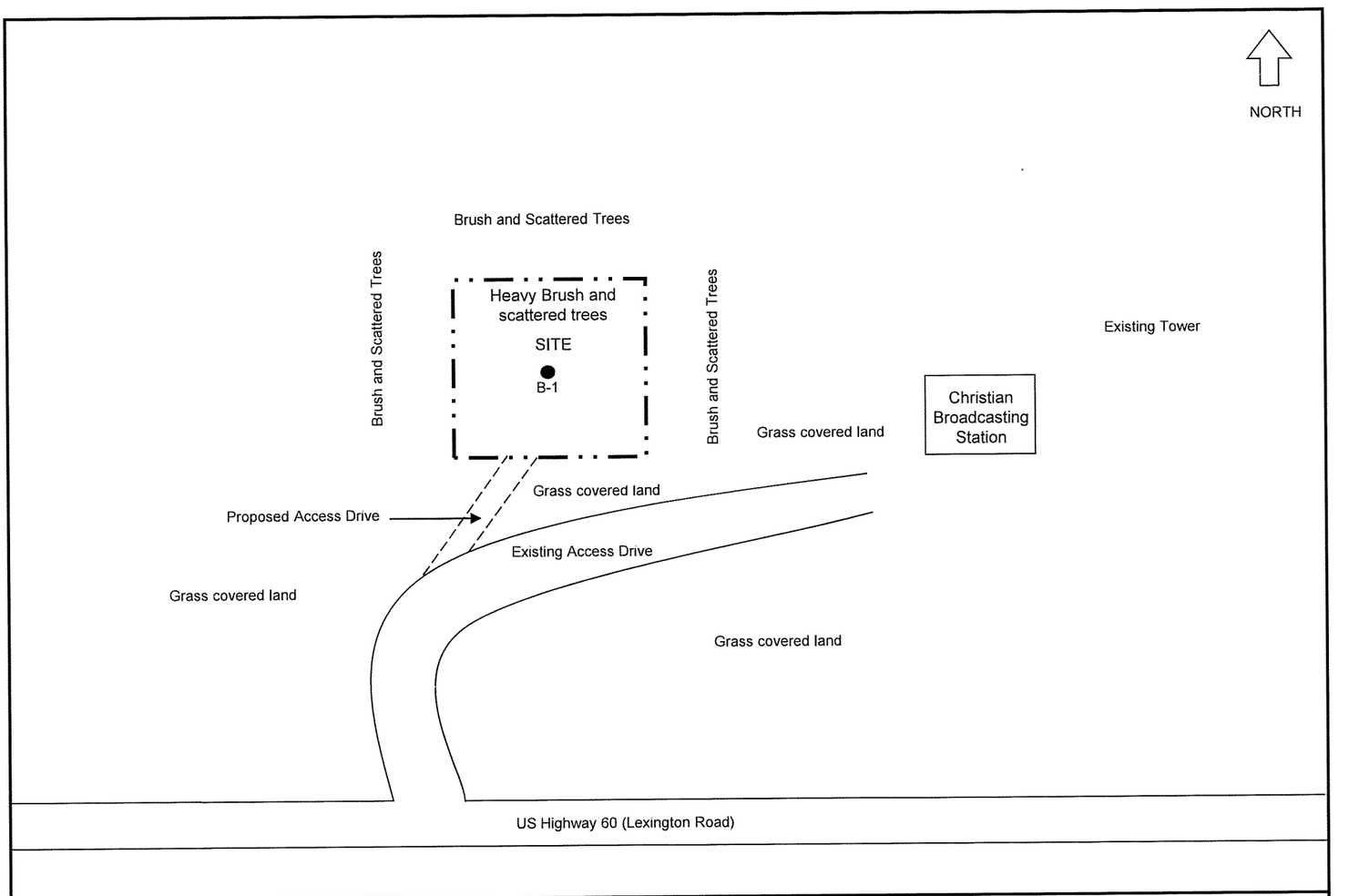

Figure 1

BORING LOCATION PLAN

SCALE: NTS

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nsoro, LLC
Little Texas
Versailles, Kentucky
PROJECT NO. 57097345

LOG OF BORING NO. B-1

CLIENT **Nsoro, LLC**

SITE **Lexington Road**
Versailles, Kentucky

PROJECT **195' Monopole**
Little Texas Site

GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES SPT - N BLOWS / ft.	TESTS WATER CONTENT, %	TESTS DRY UNIT WT pcf	TESTS UNCONFINED STRENGTH, psf
	Approx. Surface Elev.: 906 ft									
	0.33 **TOPSOIL (APPROX 4")** 905.5									
	FILL - CLAY with asphalt fragments			1	SS		7-50/5"			
	2 904									
	WEATHERED LIMESTONE, gray									
	3 903									
	LIMESTONE, slightly to moderately weathered, gray, hard, thin to medium bedded	5		R-1	DB	97%	RQD 75%		170	6500 psi
		10		R-2	DB	97%	RQD 72%			
		15		R-3	DB	100%	RQD 95%			
	18 888									
	AUGER REFUSAL ENCOUNTERED AT 3 FEET; ROCK CORED FROM 3 TO 18 FEET. GROUNDWATER NOT ENCOUNTERED PRIOR TO INTRODUCTION OF WATER FOR CORE DRILLING									
	*classification and stratigraphic boundaries estimated from disturbed samples. core samples and petrographic analysis may reveal other rock types and stratigraphic classifications.									

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

**CME 140H SPT automatic hammer

WATER LEVEL OBSERVATIONS, ft			
WL	▽ N/E	WD	▼
WL	▼		▼
WL	Boring Backfilled After Drilling		

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BORING STARTED	12-7-09		
BORING COMPLETED	10-7-09		
RIG	CME 550	FOREMAN	MW
APPROVED	NB	JOB #	57097345

BOREHOLE 99 57097345 BORING LOGS.GPJ TERRACON.GDT 12/16/09

Field Exploration Procedures

The boring was drilled at the center of the lease area as staked in the field by the owner's representative. The approximate boring location is shown on the enclosed Site Location Map. The surface elevation shown on the boring log was obtained from the site plan provided by the client.

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

A CME automatic SPT hammer was used to advance the split-barrel sampler in the boring performed for this site. A significantly greater efficiency is achieved with the automatic hammer compared to the conventional safety hammer operated with a cathead and rope. This higher efficiency has an appreciable effect on the standard penetration resistance blow count (N) values. The effect of the automatic hammer's efficiency has been considered in the interpretation and analysis of the subsurface information for this report.

Auger refusal was encountered at a depth of about 3 feet. Below this depth, the boring was advanced into the refusal materials using a diamond bit attached to the outer barrel of a double core barrel. The inner barrel collected the cored material as the outer barrel was rotated at high speeds to cut the rock. The barrel was retrieved to the surface upon completion of each drill run. Once the core samples were retrieved, they were placed in a box and logged. The rock was later classified by an engineer and the "percent recovery" and rock quality designation (RQD) was determined.

The "percent recovery" is the ratio of the sample length retrieved to the drilled length, expressed as a percent. An indication of the actual in-situ rock quality is provided by calculating the sample's RQD. The RQD is the percentage of the cumulative length of broken cores retrieved which have core segments at least 4 inches in length (discounting mechanical breaks) compared to each drilled length. The percent recovery and RQD are related to rock soundness and quality as illustrated on the following table (next page):

Relation of RQD and In-situ Rock Quality

RQD (%)	Rock Quality
90 - 100	Excellent
75 - 90	Good
50 - 75	Fair
25 - 50	Poor
0 -25	Very Poor

A field log of the boring was prepared by the drill crew. This log included visual classifications of the materials encountered during drilling as well as the driller's interpretation of the subsurface conditions between samples. The final boring log included with this report represents an interpretation of the field log and includes modifications based on laboratory observation and tests of the samples.

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

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

Laboratory Testing Procedures

Classification

Descriptive classifications of the soil and rock indicated on the boring log are in accordance with the enclosed General Notes and the Unified Soil Classification System. Also shown are estimated Unified Soil Classification Symbols. A brief description of this classification system is attached to this report. All classification was by visual manual procedures.

Rock Core Unconfined Compression Test

Selected pieces of rock core were tested in unconfined compression (ASTM D 2938). Rock core samples were cut into lengths approximately twice their diameter and capped with a compound. The cores were then tested in compression to failure. The test results are presented on the boring log.

Unit Weight

This test is performed to measure the total/moist or oven-dried unit weight of a rock core sample. The total/moist or oven-dried unit weight is directly determined by dividing the total/moist or oven-dried weight by the cylindrical volume of the intact sample respectively. The volume measurement includes any voids or pore spaces in the sample. Moisture contents are performed in accordance with ASTM D 2216.

GENERAL NOTES

DRILLING & SAMPLING SYMBOLS:

SS:	Split Spoon – 1-$^3/_8$" I.D., 2" O.D., unless otherwise noted	HS:	Hollow Stem Auger
ST:	Thin-Walled Tube - 2" O.D., unless otherwise noted	PA:	Power Auger
RS:	Ring Sampler - 2.42" I.D., 3" O.D., unless otherwise noted	HA:	Hand Auger
DB:	Diamond Bit Coring - 4", N, B	RB:	Rock Bit
BS:	Bulk Sample or Auger Sample	WB:	Wash Boring or Mud Rotary

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

WATER LEVEL MEASUREMENT SYMBOLS:

WL:	Water Level	WS:	While Sampling	N/E:	Not Encountered
WCI:	Wet Cave in	WD:	While Drilling		
DCI:	Dry Cave in	BCR:	Before Casing Removal		
AB:	After Boring	ACR:	After Casing Removal		

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

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

CONSISTENCY OF FINE-GRAINED SOILS

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

RELATIVE DENSITY OF COARSE-GRAINED SOILS

Standard Penetration or N-value (SS) Blows/Ft.	Ring Sampler (RS) Blows/Ft.	Relative Density
0 – 3	0-6	Very Loose
4 – 9	7-18	Loose
10 – 29	19-58	Medium Dense
30 – 49	59-98	Dense
50+	99+	Very Dense

RELATIVE PROPORTIONS OF SAND AND GRAVEL

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

GRAIN SIZE TERMINOLOGY

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

RELATIVE PROPORTIONS OF FINES

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

PLASTICITY DESCRIPTION

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

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UNIFIED SOIL CLASSIFICATION SYSTEM

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

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

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

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

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

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

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

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

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

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

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

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

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

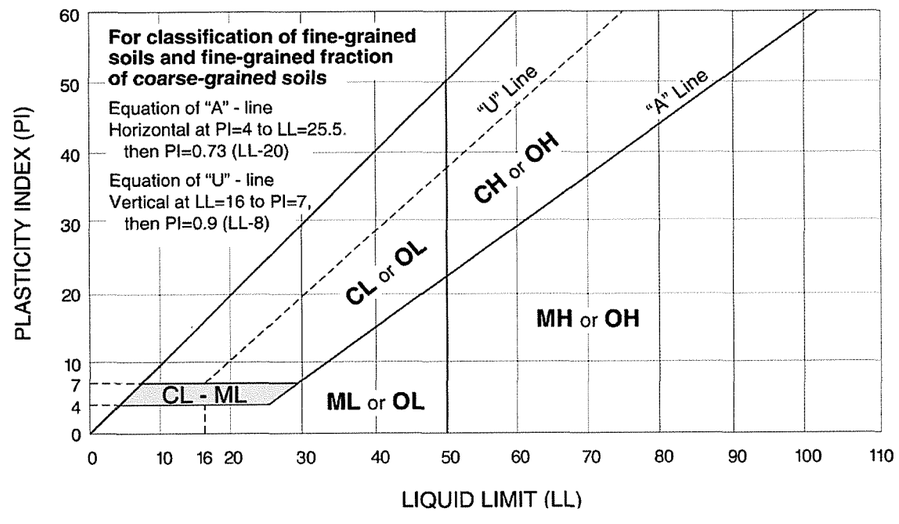
[M] If soil contains ≥ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.

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

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

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

[Q] PI plots below "A" line.



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GENERAL NOTES

Description of Rock Properties

WEATHERING

Fresh	Rock fresh, crystals bright, few joints may show slight staining. Rock rings under hammer if crystalline.
Very slight	Rock generally fresh, joints stained, some joints may show thin clay coatings, crystals in broken face show bright. Rock rings under hammer if crystalline.
Slight	Rock generally fresh, joints stained, and discoloration extends into rock up to 1 in. Joints may contain clay. In granitoid rocks some occasional feldspar crystals are dull and discolored. Crystalline rocks ring under hammer.
Moderate	Significant portions of rock show discoloration and weathering effects. In granitoid rocks, most feldspars are dull and discolored; some show clayey. Rock has dull sound under hammer and shows significant loss of strength as compared with fresh rock.
Moderately severe	All rock except quartz discolored or stained. In granitoid rocks, all feldspars dull and discolored and majority show kaolinization. Rock shows severe loss of strength and can be excavated with geologist's pick.
Severe	All rock except quartz discolored or stained. Rock "fabric" clear and evident, but reduced in strength to strong soil. In granitoid rocks, all feldspars kaolinized to some extent. Some fragments of strong rock usually left.
Very severe	All rock except quartz discolored or stained. Rock "fabric" discernible, but mass effectively reduced to "soil" with only fragments of strong rock remaining.
Complete	Rock reduced to "soil". Rock "fabric" not discernible or discernible only in small, scattered locations. Quartz may be present as dikes or stringers.

HARDNESS (for engineering description of rock – not to be confused with Moh's scale for minerals)

Very hard	Cannot be scratched with knife or sharp pick. Breaking of hand specimens requires several hard blows of geologist's pick.
Hard	Can be scratched with knife or pick only with difficulty. Hard blow of hammer required to detach hand specimen.
Moderately hard	Can be scratched with knife or pick. Gouges or grooves to ¼ in. deep can be excavated by hard blow of point of a geologist's pick. Hand specimens can be detached by moderate blow.
Medium	Can be grooved or gouged 1/16 in. deep by firm pressure on knife or pick point. Can be excavated in small chips to pieces about 1-in. maximum size by hard blows of the point of a geologist's pick.
Soft	Can be gouged or grooved readily with knife or pick point. Can be excavated in chips to pieces several inches in size by moderate blows of a pick point. Small thin pieces can be broken by finger pressure.
Very soft	Can be carved with knife. Can be excavated readily with point of pick. Pieces 1-in. or more in thickness can be broken with finger pressure. Can be scratched readily by fingernail.

Joint, Bedding and Foliation Spacing in Rock [a]

Spacing	Joints	Bedding/Foliation
Less than 2 in.	Very close	Very thin
2 in. – 1 ft.	Close	Thin
1 ft. -- 3 ft.	Moderately close	Medium
3 ft. – 10 ft.	Wide	Thick
More than 10 ft.	Very wide	Very thick

Rock Quality Designator (RQD) [b]		Joint Openness Descriptors	
RQD, as a percentage	Diagnostic description	Openness	Descriptor
Exceeding 90	Excellent	No Visible Separation	Tight
90 – 75	Good	Less than 1/32 in.	Slightly Open
75 – 50	Fair	1/32 to 1/8 in.	Moderately Open
50 – 25	Poor	1/8 to 3/8 in.	Open
Less than 25	Very poor	3/8 in. to 0.1 ft.	Moderately Wide
		Greater than 0.1 ft.	Wide

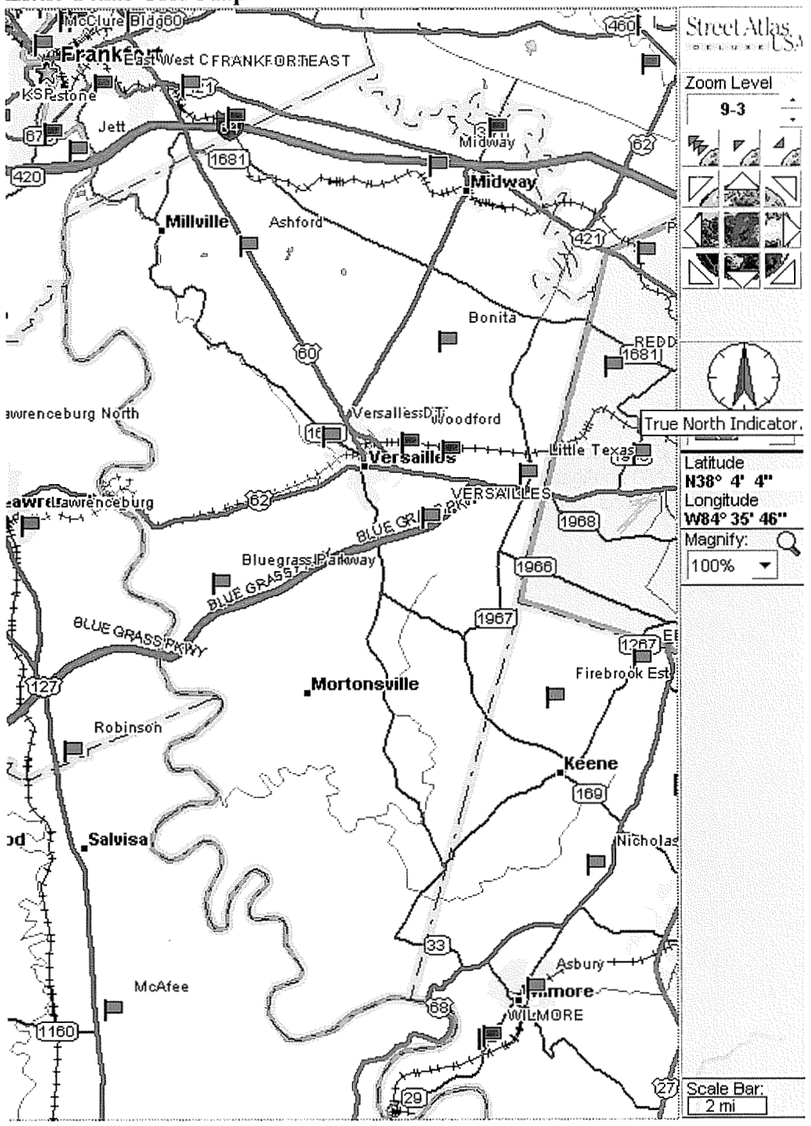
a. Spacing refers to the distance normal to the planes, of the described feature, which are parallel to each other or nearly so.
b. RQD (given as a percentage) = length of core in pieces 4 in. and longer/length of run.

References: American Society of Civil Engineers. Manuals and Reports on Engineering Practice - No. 56. Subsurface Investigation for Design and Construction of Foundations of Buildings. New York: American Society of Civil Engineers, 1976.
U.S. Department of the Interior, Bureau of Reclamation, Engineering Geology Field Manual.

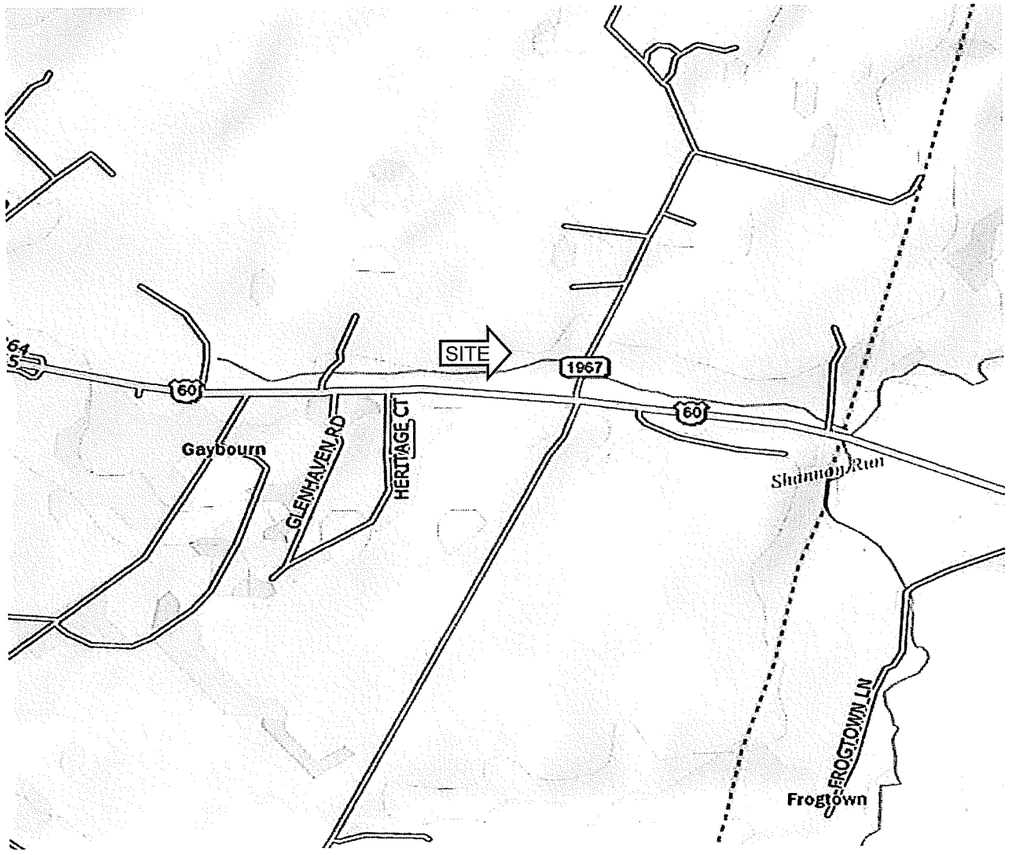
Terracon

Exhibit F

Little Texas Grid Map



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



Source: 7.5-minute Topographic Quadrangle Versailles Kentucky, 1964

Figure 1 **SITE LOCATION MAP** Original Scale: 1:24,000	Terracon	nsoro, LLC Little Texas 3950 Lexington Road Versailles, Kentucky Project No: 57097345

Competing Utilities, Corporations or Persons

American Towers

Crown Communication

SBA Towers

Verizon

Sprint / Nextel

T-Mobile

Bluegrass Cellular

Shared Sites

Cricket

Pegasus Towers

Exhibit G

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

Aeronautical Study No.
2009-ASO-7807-OE

Issued Date: 02/16/2010

AT&T Mobility - Dana McNatt
Rick Suarez - Southeast
5601 Legacy Drive - MS-A3
Plano, TX 75024

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

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

Structure:	Monopole Little Texas
Location:	Versallies, KY
Latitude:	38-02-42.95N NAD 83
Longitude:	84-39-33.39W
Heights:	199 feet above ground level (AGL) 1074 feet above mean sea level (AMSL)

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

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

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

To coordinate frequency activation and verify that no interference is caused to FAA facilities, prior to beginning any transmission from the site you must contact Virgil Venzant (901) 368-8324 .

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking and/or lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

This determination expires on 08/16/2011 unless:

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

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

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

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

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

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

If we can be of further assistance, please contact our office at (847) 294 7575. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2009-ASO-7807-OE.

Signature Control No: 674364-122733429 (DNE)
Vivian Vilaro
Specialist

Attachment(s)
Frequency Data

cc: FCC

Frequency Data for ASN 2009-ASO-7807-OE

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

Little Texas

KENTUCKY AIRPORT ZONING COMMISSION
STEVEN BESHEAR
Governor
90 Airport Road, Bldg 400
FRANKFORT, KY
www.transportation.ky.gov/aviation
502 564-4480

CONDITIONAL APPROVAL

January 20, 2010

A T & T MOBILITY LLC
MS LISA GLASS
5310 MARYLAND WAY
BRENTWOOD, TN 37027

SUBJECT: AS-120-LEX-2009-234

STRUCTURE:	Antenna Tower
LOCATION:	Versailles, KY
COORDINATES:	38° 2' 42.95" N / 84° 39' 33.39" W
HEIGHT:	199' AGL/1074'AMSL

Your application for a permit to construct or alter the above structure was reviewed at the Thursday, January 14, 2010 regular meeting of the Kentucky Airport Zoning Commission. This letter is to advise you that your permit has been tentatively approved by the Commission pending the FAA Determination. Upon receipt of notification of No Hazard, No IFR/VFR Effects from the FAA and FAA recommended lighting, final approval of your application will be granted and copies forwarded to you.

If you have any questions or would like to check on the status of your permit, please feel free to call me at 502 564-4480.

Sincerely,

John Houlihan
Administrator

Exhibit H

ULS License

Cellular License - KNKA394 - NEW CINGULAR WIRELESS PCS, LLC

PA **This license has pending applications:** 0004078789

Call Sign	KNKA394	Radio Service	CL - Cellular
Status	Active	Auth Type	Regular

Market

Market	CMA116 - Lexington-Fayette, KY	Channel Block	B
Submarket	0	Phase	2

Dates

Grant	08/15/2006	Expiration	10/01/2016
Effective	02/08/2007	Cancellation	

Five Year Buildout Date

02/25/1997

Control Points

1 2601 Palumbo Drive, Lexington, KY

Licensee

FRN	0003291192	Type	Limited Liability Company

Licensee

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

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

Contact

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

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

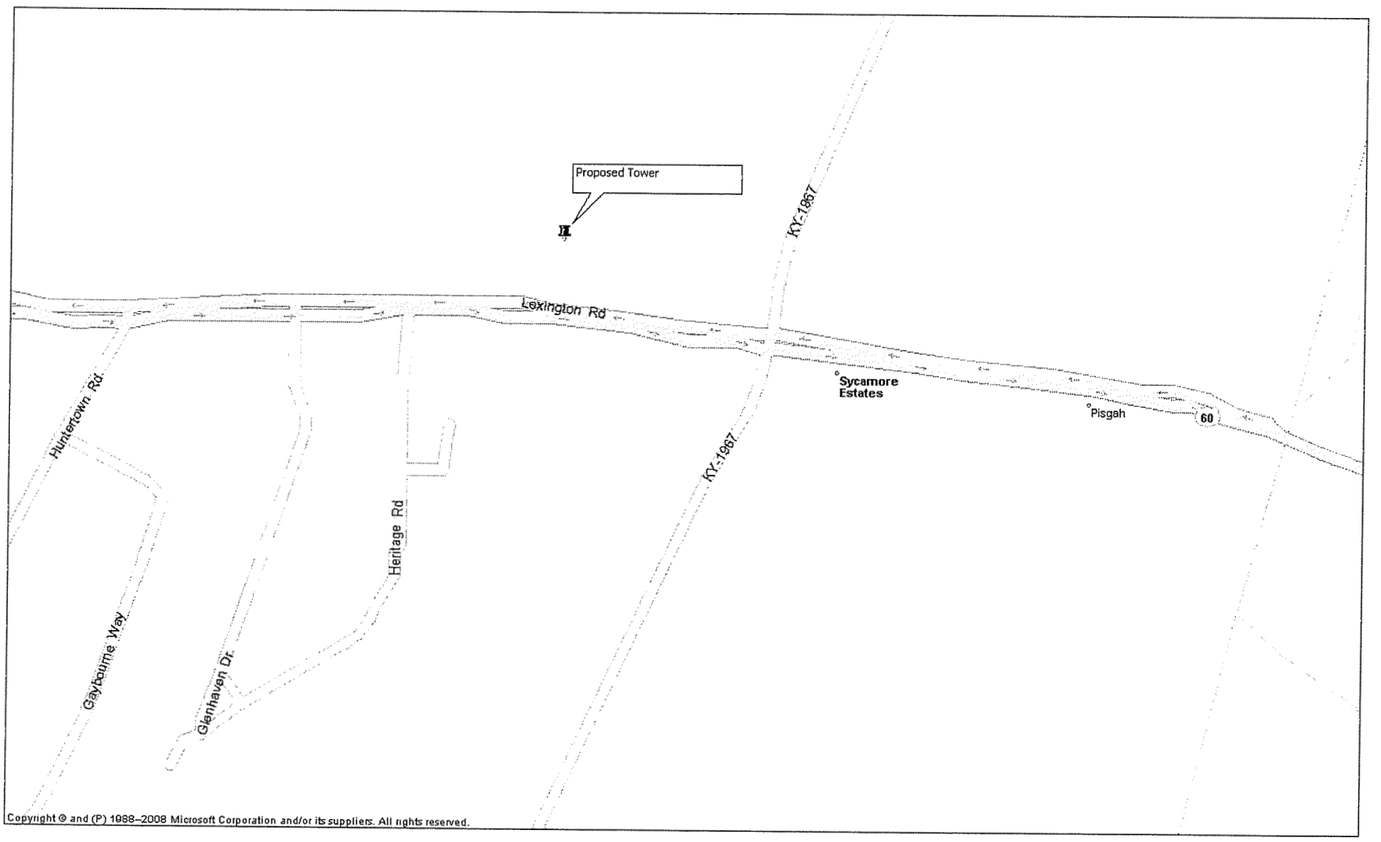
Ownership and Qualifications

Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

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

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

Exhibit I



Directions to Site: From Versailles at the intersection of Lexington Road (U.S. 60) and Main Street (U.S. 62), proceed East on Lexington Road approximately 4.0 miles to site on left located next to parking lot of Christian Broadcasting System Radio Station.

Prepared by: Briggs Law Office, PSC (502) 412-9222

Market: Lexington
Cell Site Number: 10031382
Cell Site Name: Little Texas
Fixed Asset Number: 10031382

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Christian Broadcasting System, Ltd., a Michigan corporation, having a mailing address of 5210 South Saginaw Street, Flint, Michigan 48507 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Alpharetta, Georgia 30004 (hereinafter referred to as "**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 3950 Lexington Road, in the County of Woodford, State of Kentucky (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **OPTION TO LEASE.**

(a) Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the Property containing approximately 6,400 square feet including the air space above such room/cabinet/ground space as described on attached **Exhibit 1**, together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises as described on the attached **Exhibit 1** (collectively, the "**Premises**").

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

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of [redacted] within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional one (1) year upon written notification to Landlord and the payment of an additional [redacted] no later than ten (10) days prior to the expiration date of the Initial Option Term.

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

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

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

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

agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

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

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

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

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

4. **RENT.**

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

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

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

5. **APPROVALS.**

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

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

of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

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

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

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

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

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

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

7. **INSURANCE.**

Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of Two Million Five Hundred Thousand Dollars $2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property.

8. **INTERFERENCE.**

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

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

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement.

(d) For the purposes of this provision, "interference" may include, but is not limited to, any other use on the Property or any other use on Landlord's other properties that causes electronic, physical or obstruction interference with, or degradation of the communications signals from Tenant's facility. In general, pre-existing facilities expressly excluded, the parties agree that the physical location within one hundred thirty feet (130') of Tenant's facility of another communications facility operating in the 800 Mhz to 2500 Mhz frequency range will most likely cause interference and, accordingly, Landlord will not allow such future uses

within this distance from Tenant's location without the prior written consent of Tenant. If Tenant notifies Landlord that there is interference, and if such interference is not cured within ten (10) calendar days, Tenant will have the option to (i) terminate this Agreement by giving Landlord ten (10) days' written notice of its election to terminate, or (ii) if Tenant elects not to terminate this Agreement, Landlord agrees to allow Tenant, in place of Landlord, and after Landlord has made a good faith effort to accomplish same, to take any action, in law or in equity, necessary to cause the interfering lessee or licensee to eliminate such interference. Tenant acknowledges that its grant does not exclude other communication facilities on the Property (other than the Premises and a one hundred thirty foot (130') radius from the Premises) and Tenant agrees to reasonably cooperate with Landlord and other potential communication facility operators as to their proposed operations not inconsistent with this Agreement.

9. INDEMNIFICATION.

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

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

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

10. WARRANTIES.

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

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

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of

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

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

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

12. ACCESS.

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

(b) Tenant will keep and maintain the Premises and access thereto, in good drivable 4-wheel condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other

vegetation, nor will Tenant be required to remove from the Premises or the Property any structural steel or any foundations or underground utilities.

14. MAINTENANCE/UTILITIES.

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

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

15. DEFAULT AND RIGHT TO CURE.

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

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

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement.

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

If to Tenant: New Cingular Wireless PCS, LLC
Attn: A&T Network Real Estate Administration
Re: Cell Site #10031382; Cell Site Name: Little Texas (KY)
Fixed Asset No: 10031382
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #10031382; Cell Site Name: Little Texas (KY)
Fixed Asset No: 10031382
1025 Lenox Park Blvd.
5th Floor
Atlanta, GA 30319

If to Landlord: Christian Broadcasting System, Ltd.
Attn: Jon Yinger
5210 South Saginaw ~~Street~~ ROAD
Flint, MI 48507

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

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

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

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

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

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

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

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

(a) If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide or rezone any of the Premises, all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and Tenant's rights hereunder. Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property for non-wireless communication use. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. The provisions of this Paragraph 22 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above.

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

23. MISCELLANEOUS.

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

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

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

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

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

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

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the Premises.

The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

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

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

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

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

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

[SIGNATURES APPEAR ON THE NEXT PAGE]

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

WITNESSES:

Print Name: Graham Parker

Print Name: TRACY ADKISSON

Print Name: ERICA L. CLANTON

Print Name: Amy Tate

"LANDLORD"

Christian Broadcasting System, Ltd.
a Michigan corporation

By:
Print Name: Jonathon R. Yonge
Its: President & CEO
Date: 9/28/09

"TENANT"

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

By:
Print Name: Dan Toth
Its: Manager of Real Estate & Construction
Date: 2/1/10

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, a Notary Public in and for the State and County aforementioned, personally appeared Dan Toth, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Manager of Real Estate and Construction of New Cingular Wireless PCS, LLC, the within named bargainor, a Delaware limited liability company, and that such person as such Manager of Real Estate and Construction, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited liability company as New Cingular Wireless PCS, LLC, a Delaware limited liability company.

Witness my hand and seal, at office in BRENTWOOD, TN, this the ~~2ND~~ 1st day of FEBRUARY, 2010.

Erica L. Clanton

Name: ERICA L. CLANTON
Notary Public

My Commission Expires: MAY 8, 2012

[NOTARIAL SEAL]

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

LANDLORD ACKNOWLEDGMENT

STATE OF Michigan)
) ss:
COUNTY OF Genesee)

I CERTIFY that on September 28th 2009 Jonathon K. Yager [name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the President + CEO [title] of Christian Broadcasting System [name of corporation], the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

Erin M Shaw

Notary Public: Genesee County, Mich
My Commission Expires: Dec 08, 2014

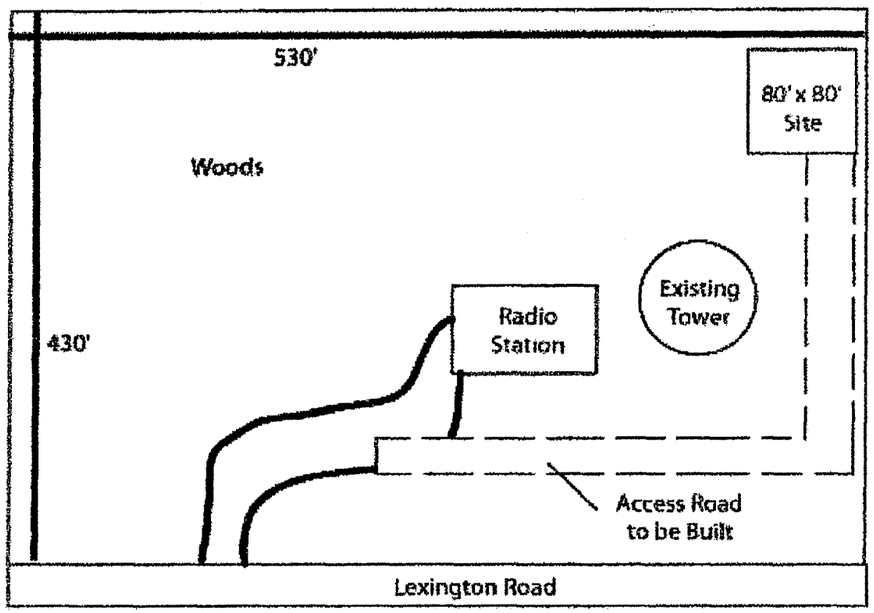
EXHIBIT 1

DESCRIPTION OF PREMISES
Page 1 of 2

to the Agreement dated 9/28 FEBRUARY, ~~200~~ 2010 by and between Christian Broadcasting System, Ltd., a Michigan corporation, as Landlord, and New Cingular Wireless PSC, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

N



Not to Scale

DT

Notes:

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

EXHIBIT 1

DESCRIPTION OF PREMISES
Page 2 of 2

to the Memorandum of Lease dated FEBRUARY 1, ~~200~~ 2010, by and between Christian Broadcasting System, Ltd, a Michigan corporation, as Landlord, and New Cingular Wireless PSC, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

[redacted] [redacted]

STATE OF KENTUCKY, COUNTY OF [redacted] D, SCT
I CORINE C. WOOLUMS, CLERK OF WOODFORD COUNTY, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT HAS BEEN FILED IN MY OFFICE.
FOR RECORD, AT 10:06A M, ON THE 3rd DAY OF JULY 2006
CORINE C. WOOLUMS, CLERK
BY: D.C.

EXHIBIT "A"

REAL PROPERTY

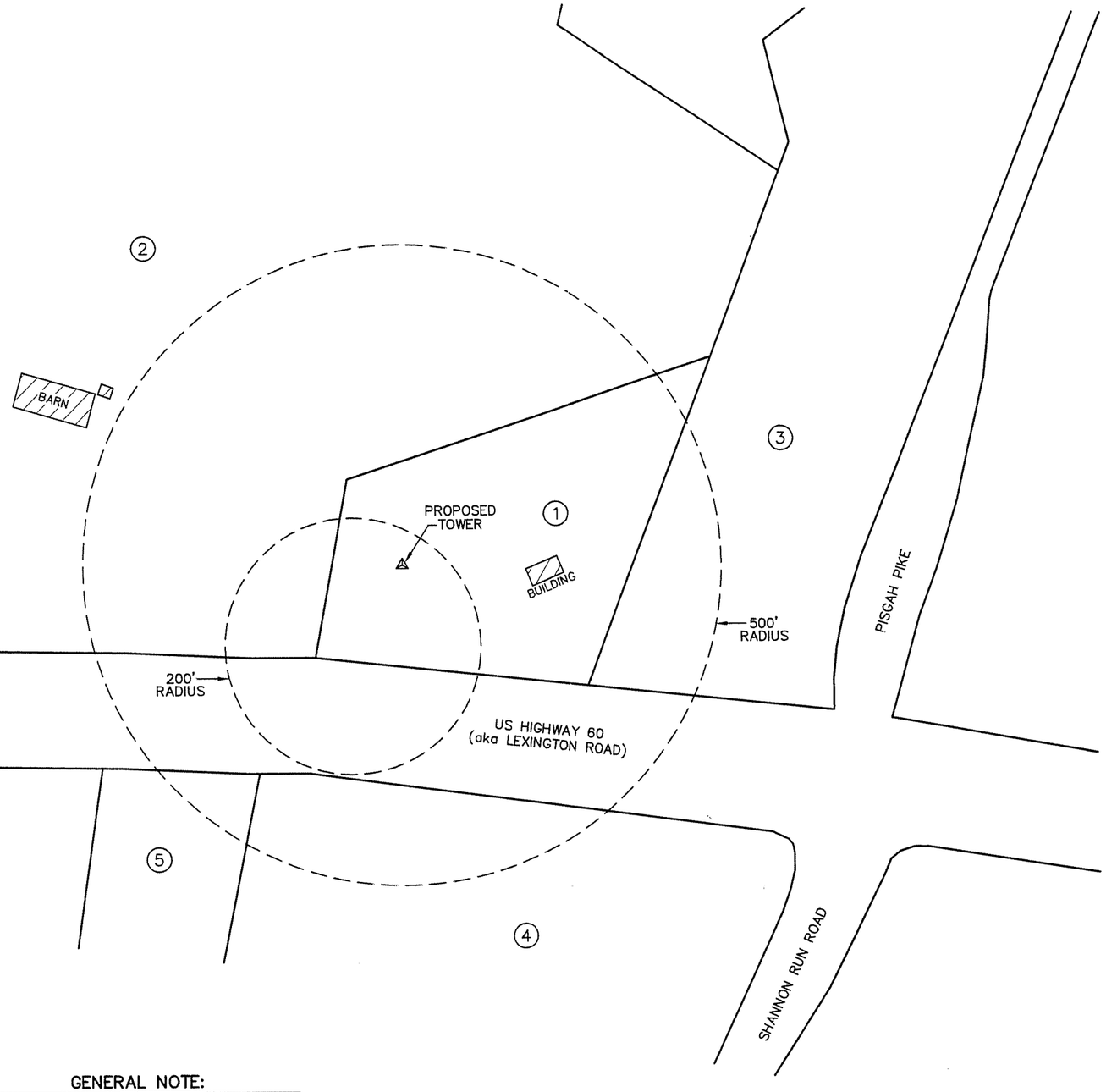
Beginning at a point in the North right-of-way of the Lexington-Versailles Pike (U.S. Highway No. 60), said point being 422 feet West of the center line of the Pisgah Pike and said point being a new corner to Karsner; thence with the Karsner line for four new lines, N 23° 51' E 605.5 feet to an iron pin, S 80° 00' W 349.4 feet to an iron pin, S 65° 29' W 276.0 feet to an iron pin and S 09° 21' W 330.5 feet to the aforesaid North right-of-way of the Lexington-Versailles Pike (U.S. Highway No. 60); thence along the North right-of-way of the Lexington-Versailles Pike (U.S. Highway No. 60) for two calls, S 83° 51' E 100 feet and S 82° 11' E 307.6 feet to the beginning and containing approximately 5.104 acres.

There is excepted from the foregoing the following property conveyed to the Commonwealth of Kentucky for the use and benefit of the Department of Transportation by deed dated August 4, 1976 and of record in Deed Book 91, Page 513, in the Woodford County Clerk's Office:

BEGINNING 0.00 feet right of Versailles Road Station 183+00.00; thence North 6 degrees 34 minutes 2 seconds East, 50.01 feet to a point 50.00 feet left of Versailles Road Station 183+01.21; thence North 6 degrees 33 minutes 59 seconds East, 75.02 feet to a point 125.00 feet left of Versailles Road Station 183+02.98; thence North 88 degrees 40 minutes 44 seconds East, 192.66 feet to a point 150.00 feet left of Versailles Road Station 184+89.54; thence South 82 degrees 56 minutes 0 second East, 110.46 feet to a point 150.00 feet left of Versailles Road Station 186+00.00; thence South 74 degrees 10 minutes 1 second East, 131.23 feet to a point 130.00 feet left of Versailles Road Station 187+29.69; thence South 23 degrees 1 minute 59 seconds West, 83.21 feet to a point 50.00 feet left of Versailles Road 187+06.81; thence South 23 degrees 2 minutes 1 second West, 52.01 feet to a point 0.00 feet left of Versailles Road Station 186+92.50; thence North 82 degrees 56 minutes 0 seconds West, 202.96 feet to a point 0.00 feet left of Versailles Road Station 184+89.54; thence along an arc 189.54 feet to the left, having a radius of 5729.58 feet, the chord of which is North 83 degrees 52 minutes 52 seconds West, 189.528 feet to the point of BEGINNING and containing 1.340 acres of which 0.493 acres is existing right of way.

Being the same property conveyed to Grantor by Deed from Mortenson Broadcasting Company of Kentucky, LLC, a Kentucky corporation, dated June 8, 2000, and recorded in Deed Book 166, Page 537, in the Woodford County Clerk's Office, and as corrected by Deed of Correction dated as of June 30, 2006, and recorded in Deed Book 235, Page 552 in the Woodford County Clerk's Office.

NORTH BASED ON PVA MAP



APPROXIMATE GRAPHIC SCALE

200 0 100 200

1 INCH = 200 FT.

GENERAL NOTE:

ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF WOODFORD COUNTY, KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON 10/21/09. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESS DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES.

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

at&t

nsoro
It's just good business.

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

2-16-10

STATE OF KENTUCKY
JOHN M. THOMAS
3259
LICENSED PROFESSIONAL LAND SURVEYOR

SITE NAME: LITTLE TEXAS

SITE I.D.: 252P0127

SITE ADDRESS: 3950 LEXINGTON ROAD (US 60)
VERSAILLES, WOODFORD CO., KY 40383

LEASE AREA: 6,400 SQ. FT.

PROPERTY OWNER:
CHRISTIAN BROADCASTING SYSTEM, LTD.
5210 SOUTH SAGINAW STREET
FLINT, MICHIGAN 48507

TAX MAP NUMBER: 41

PARCEL NUMBER: 31

SOURCE OF TITLE:
DEED BOOK 235, PAGE 556

LATITUDE: 38° 02' 42.951"N
LONGITUDE: 84° 39' 33.391"W

NO.	REVISION/ISSUE	DATE
1	ISSUE	11/10/09
2	REVISE EASEMENT	1/13/10

TITLE:
500' RADIUS
VICINITY MAP

SHEET:
C-1

(1) TAX MAP 41, PARCEL 31
CHRISTIAN BROADCASTING SYSTEM, LTD.
5210 SOUTH SAGINAW STREET
FLINT, MI 48507

(2) TAX MAP 41, PARCEL 30
ABE B. AND KIMBERLY ADDAMS
C/O CASTLE HILL FARM
3650 LEXINGTON ROAD
VERSAILLES, KY 40383

(3) TAX MAP 41, PARCEL 33
JAMES B. AND ANNE E. KEOGH
235 PISGAH ROAD
VERSAILLES, KY 40383

(4) TAX MAP 41, PARCEL 32
THOMAS R. POST
66 WEST FLAGLER STREET, SUITE 300
MIAMI, FL 33130

(5) TAX MAP 41-9002, PARCEL 55
JACK AND DOROTHY HALL
370 HERITAGE DRIVE
VERSAILLES, KY 40383

GENERAL NOTE:

ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF WOODFORD COUNTY, KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON 10/21/09. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESS DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES.

at&t

nsoro
It's just good business.

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

2-16-10

STATE OF KENTUCKY
JOHN M. THOMAS
3259
LICENSED PROFESSIONAL LAND SURVEYOR

SITE NAME: LITTLE TEXAS

SITE I.D.: 252P0127

SITE ADDRESS: 3950 LEXINGTON ROAD (US 60)
VERSAILLES, WOODFORD CO., KY 40383

LEASE AREA: 6,400 SQ. FT.

PROPERTY OWNER:
CHRISTIAN BROADCASTING SYSTEM, LTD.
5210 SOUTH SAGINAW STREET
FLINT, MICHIGAN 48507

TAX MAP NUMBER: 41

PARCEL NUMBER: 31

SOURCE OF TITLE:
DEED BOOK 235, PAGE 556

LATITUDE: 38° 02' 42.951"N
LONGITUDE: 84° 39' 33.391"W

NO.	REVISION/ISSUE	DATE
1	ISSUE	11/10/09
2	REVISE EASEMENT	1/13/10

TITLE:
500' RADIUS OWNER LIST

SHEET:
C-1A

BRIGGS LAW OFFICE, PSC

1301 Clear Springs Trace | Suite 205 | Louisville, Kentucky 40223
Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction
Wireless Telecommunications Facility

James B. and Anne E. Keogh
235 Pisgah Road
Versailles, KY 40383

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 3950 Lexington Road, Versailles, Kentucky 40383. A map showing the location is attached. The proposed facility will include a 195 foot monopole tower, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2010-00015 in any correspondence.

Sincerely,

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

Enclosure

BRIGGS LAW OFFICE, PSC

1301 Clear Springs Trace | Suite 205 | Louisville, Kentucky 40223
Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

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also admitted in Colorado

Notice of Proposed Construction
Wireless Telecommunications Facility

Thomas R. Post
66 West Flagler Street
Suite 300
Miami, FL 33130

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 3950 Lexington Road, Versailles, Kentucky 40383. A map showing the location is attached. The proposed facility will include a 195 foot monopole tower, plus related ground facilities.

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Sincerely,

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

Enclosure

BRIGGS LAW OFFICE, PSC

1301 Clear Springs Trace | Suite 205 | Louisville, Kentucky 40223
Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction
Wireless Telecommunications Facility

Abe B. and Kimberly Addams
C/o Castle Hill Farm
3650 Lexington Road
Versailles, KY 40383

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 3950 Lexington Road, Versailles, Kentucky 40383. A map showing the location is attached. The proposed facility will include a 195 foot monopole tower, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2010-00015 in any correspondence.

Sincerely,

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

Enclosure

BRIGGS LAW OFFICE, PSC

1301 Clear Springs Trace | Suite 205 | Louisville, Kentucky 40223
Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction
Wireless Telecommunications Facility

Jack and Dorothy Hall
370 Heritage Drive
Versailles, KY 40383

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 3950 Lexington Road, Versailles, Kentucky 40383. A map showing the location is attached. The proposed facility will include a 195 foot monopole tower, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2010-00015 in any correspondence.

Sincerely,

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

Enclosure

Exhibit K

BRIGGS LAW OFFICE, PSC

1301 Clear Springs Trace | Suite 205 | Louisville, Kentucky 40223
Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Via Certified Mail Return Receipt Requested

Honorable John Coyle
Woodford County Judge Executive
103 S. Main Street
Versailles, KY 40383

RE: Notice of Proposal to Construct Wireless Telecommunications Facility
Kentucky Public Service Commission--Case No. 2010-00015

Dear Judge Coyle:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 3950 Lexington Road, Versailles, Kentucky 40383. A map showing the location is attached. The proposed facility will include a 195 foot monopole tower, plus related ground facilities.

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

Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2010-00015 in any correspondence.

Sincerely,

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

Enclosure

Exhibit L

PUBLIC NOTICE

New Cingular Wireless PCS, LLC
proposes to construct a
telecommunications

TOWER

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

Briggs Law Office, PSC
1301 Clear Springs Trace
Suite 205
Louisville, KY 40223
(502) 412-9222

or

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

Please refer to Commission's
Case #2010-00015
in your correspondence.

PUBLIC NOTICE

New Cingular Wireless PCS, LLC
proposes to construct a
telecommunications

TOWER

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

Briggs Law Office, PSC
1301 Clear Springs Trace
Suite 205
Louisville, KY 40223
(502) 412-9222

or

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

Please refer to Commission's
Case #2010-00015
in your correspondence.

Exhibit M

Little Texas Search Area

Exhibit N

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

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

January 20, 2010

To Whom It May Concern:

Dear Sir or Madam:

This letter is to state the need of the proposed AT&T site called Little Texas, to be located in Woodford County, KY. The Little Texas site is necessary to improve coverage and eliminate interference in eastern Woodford County. This site will improve the coverage and reduce interference on US Hwy 60, SR1967, and the surrounding area. Our closest existing site to this area is over 2.75 miles away; thus, there is currently no dominant server in this area. This lack of a dominant server causes many quality issues for the customers. Currently customers in this area experience high dropped calls and may experience poor call quality or areas of no service. With the addition of this site, the customers in this area of Woodford County will experience improved reliability, better in-building coverage, and improved access to emergency 911 services.

Sherri A Lewis
RF Design Engineer

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

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

January 20, 2010

To Whom It May Concern:

Dear Sir or Madam:

This letter is to serve as documentation that the proposed AT&T site called Little Texas, to be located in Woodford County, KY at Latitude 38-2-42.95 North, Longitude 084-39-33.39 West, has been designed, and will be built and operated in accordance with all applicable FCC and FAA regulations.

Sherri A Lewis
RF Design Engineer

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

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

January 20, 2010

To Whom It May Concern:

Dear Sir or Madam:

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

Sherri A Lewis
RF Design Engineer