

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

APR 07 2010

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)
2755 PRINCETON ROAD, HOPKINSVILLE)
CHRISTIAN COUNTY, KENTUCKY, 42240)
IN THE WIRELESS COMMUNICATIONS LICENSE AREA)
IN THE COMMONWEALTH OF KENTUCKY)

CASE: 2010-00031

FILED

APR 7 2010

PUBLIC SERVICE
COMMISSION

SITE NAME: LONGBOW (083G0235)

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 Christian County, Kentucky, which is within the jurisdiction of the Hopkinsville-Christian 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 2755 Princeton Road, Hopkinsville, Kentucky 42240 (36° 53' 09.40" North Latitude, 87° 31' 25.73" West Longitude (NAD 83)), in an area entirely within Christian County. The property in which the WCF will be located is currently owned by Hopkinsville Baptist Temple of Christian County, Inc., pursuant to that Deed of record in Deed Book 447, Page 587 in the Office of the Christian County Clerk. The proposed WCF will consist of a 180 foot monopole tower with an approximately 4-foot tall lightning arrestor attached to the top of the tower for a total height of 184 feet. The WCF will also include concrete foundations to accommodate the placement of a prefabricated equipment shelter.

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. 21047C0244C dated September 17, 2008 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 Christian 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 Christian 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 Christian 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 (Kentucky New Era).

17. The site of the proposed WCF is located in a rural area near Hopkinsville, 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 designed 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**.

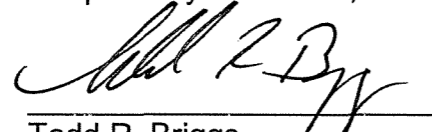
20. No reasonably available telecommunications tower, or other suitable structure capable of supporting the Applicant's facilities which would provide adequate service to the area exists.

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 Approval (not applicable)
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.

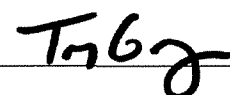
I, Trey Grayson, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,
NEW CINGULAR WIRELESS PCS, LLC

, 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

PAGE 1

The First State

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

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

2445544 8100

040770586



Harriet Smith Windsor

Harriet Smith Windsor, Secretary

AUTHENTICATION: 3434823

OCT 26 2004

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

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

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

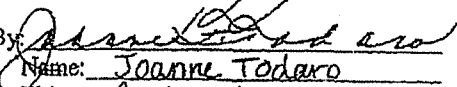
"FIRST: The name of the limited liability company is New Cingular Wireless PCS, LLC."
3. The Certificate of Amendment shall be effective at 7:30 p.m. EDT on October 26, 2004.

[Signature on following page]

IN WITNESS WHEREOF, AT&T Wireless PCS, LLC has caused this Certificate of Amendment to be executed by its duly authorized Manager this 20th day of October, 2004.

AT&T WIRELESS PCS, LLC

By: Cingular Wireless LLC, its Manager

By: 
Name: Joanne Todaro
Title: Assistant Secretary

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


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

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

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

DATED this 7 day of September, 1999.

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


Mark U. Thomas, Vice President

FLOOD HAZARD STATEMENT:

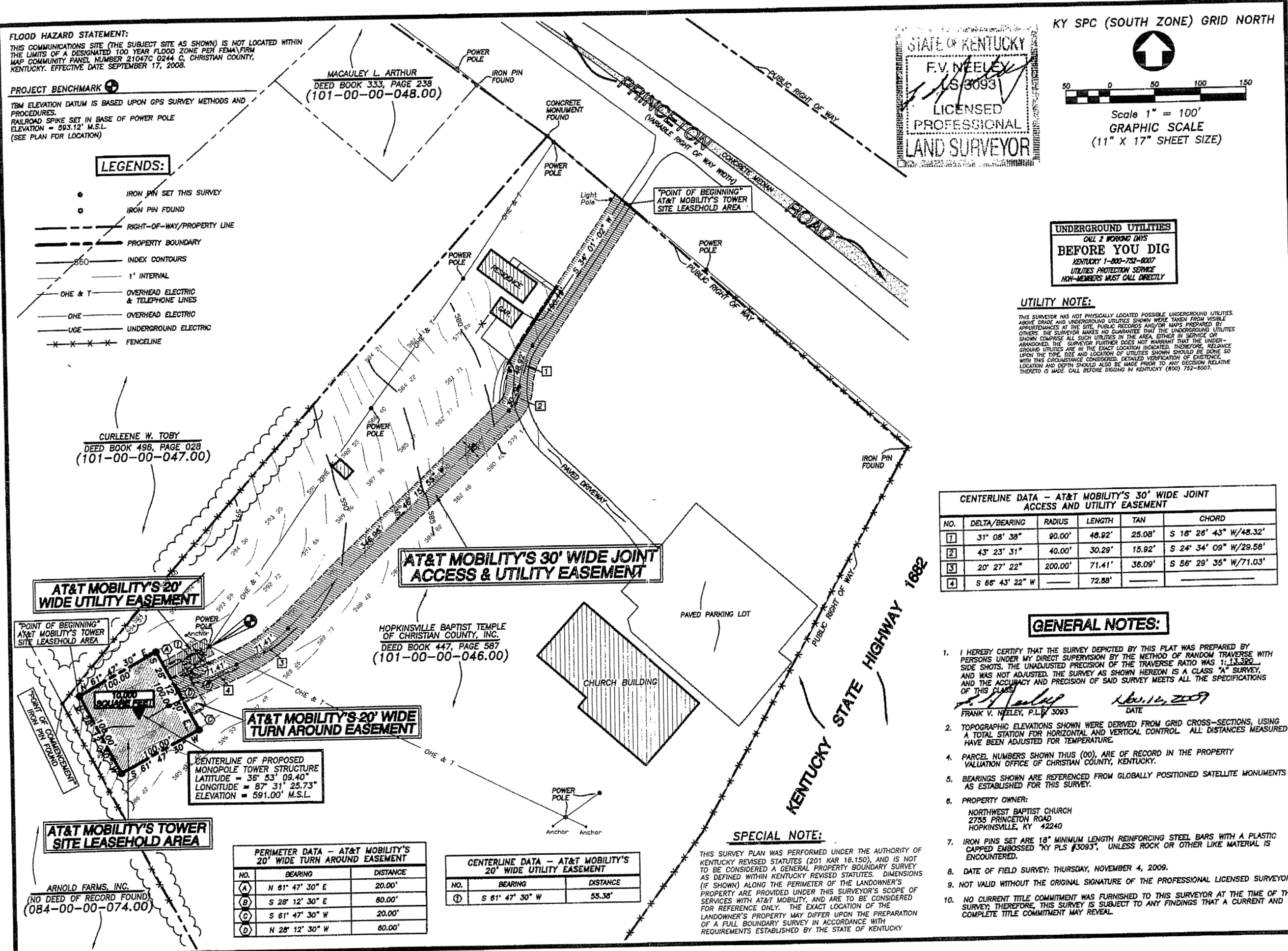
THIS COMMUNICATIONS SITE (THE SUBJECT SITE AS SHOWN) IS NOT LOCATED WITHIN THE LIMITS OF A DESIGNATED 100 YEAR FLOOD ZONE PER FEMA FIRM MAP COMMUNITY PANEL NUMBER 21047C D244 C, CHRISTIAN COUNTY, KENTUCKY. EFFECTIVE DATE SEPTEMBER 17, 2008.

PROJECT BENCHMARK

TBM ELEVATION DATUM IS BASED UPON GPS SURVEY METHODS AND PROCEDURES.
RAILROAD SPIKE SET IN BASE OF POWER POLE
ELEVATION = 593.12' M.S.L.
(SEE PLAN FOR LOCATION)

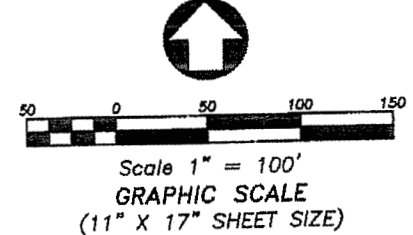
LEGENDS:

- IRON PIN SET THIS SURVEY
- IRON PIN FOUND
- - - RIGHT-OF-WAY/PROPERTY LINE
- — — PROPERTY BOUNDARY
- 560 — INDEX CONTOURS
- 1' INTERVAL
- OHE & T — OVERHEAD ELECTRIC & TELEPHONE LINES
- OHE — OVERHEAD ELECTRIC
- UGE — UNDERGROUND ELECTRIC
- * * * * * FENCELINE



STATE OF KENTUCKY
F.V. NEELEY
LS 3093
LICENSED
PROFESSIONAL
LAND SURVEYOR

KY SPC (SOUTH ZONE) GRID NORTH



UNDERGROUND UTILITIES
CALL 2 WORKING UNITS
BEFORE YOU DIG
KENTUCKY 1-800-752-8007
UTILITIES PROTECTION SERVICE
NON-MEMBERS MUST CALL DIRECTLY

UTILITY NOTE:

THIS SURVEYOR HAS NOT PHYSICALLY LOCATED POSSIBLE UNDERGROUND UTILITIES ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPEARANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO UPON THE CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. CALL BEFORE DIGGING IN KENTUCKY (800) 752-8007.

CENTERLINE DATA - AT&T MOBILITY'S 30' WIDE JOINT ACCESS AND UTILITY EASEMENT

NO.	DELTA/BEARING	RADIUS	LENGTH	TAN	CHORD
1	31° 08' 38"	90.00'	48.92'	25.08'	S 18° 26' 43" W/48.32'
2	43° 23' 31"	40.00'	30.29'	15.92'	S 24° 34' 09" W/29.58'
3	20° 27' 22"	200.00'	71.41'	36.09'	S 56° 29' 35" W/71.03'
4	S 66° 43' 22" W		72.88'		

GENERAL NOTES:

- I HEREBY CERTIFY THAT THE SURVEY DEPICTED BY THIS PLAT WAS PREPARED BY PERSONS UNDER MY DIRECT SUPERVISION BY THE METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. THE UNADJUSTED PRECISION OF THE TRAVERSE RATIO WAS 1:13,320 AND WAS NOT ADJUSTED. THE SURVEY AS SHOWN HEREON IS A CLASS "A" SURVEY, AND THE ACCURACY AND PRECISION OF SAID SURVEY MEETS ALL THE SPECIFICATIONS OF THIS CLASS.
Frank V. Neeley 11/12/2009
FRANK V. NEELEY, P.L.S. 3093 DATE
- TOPOGRAPHIC ELEVATIONS SHOWN WERE DERIVED FROM GRID CROSS-SECTIONS, USING A TOTAL STATION FOR HORIZONTAL AND VERTICAL CONTROL. ALL DISTANCES MEASURED HAVE BEEN ADJUSTED FOR TEMPERATURE.
- PARCEL NUMBERS SHOWN THIS (00), ARE OF RECORD IN THE PROPERTY VALUATION OFFICE OF CHRISTIAN COUNTY, KENTUCKY.
- BEARINGS SHOWN ARE REFERENCED FROM GLOBALLY POSITIONED SATELLITE MONUMENTS AS ESTABLISHED FOR THIS SURVEY.
- PROPERTY OWNER:
NORTHWEST BAPTIST CHURCH
2733 PRINCETON ROAD
HOPKINSVILLE, KY 42240
- IRON PINS SET ARE 18" MINIMUM LENGTH REINFORCING STEEL BARS WITH A PLASTIC CAPPED EMBOSSED "KY PLS #3093", UNLESS ROCK OR OTHER LIKE MATERIAL IS ENCOUNTERED.
- DATE OF FIELD SURVEY: THURSDAY, NOVEMBER 4, 2009.
- NOT VALID WITHOUT THE ORIGINAL SIGNATURE OF THE PROFESSIONAL LICENSED SURVEYOR.
- NO CURRENT TITLE COMMITMENT WAS FURNISHED TO THIS SURVEYOR AT THE TIME OF THIS SURVEY; THEREFORE, THIS SURVEY IS SUBJECT TO ANY FINDINGS THAT A CURRENT AND COMPLETE TITLE COMMITMENT MAY REVEAL.

SPECIAL NOTE:

THIS SURVEY PLAN WAS PERFORMED UNDER THE AUTHORITY OF KENTUCKY REVISED STATUTES (201 KAR 16.150), AND IS NOT TO BE CONSIDERED A GENERAL PROPERTY BOUNDARY SURVEY AS DEFINED WITHIN KENTUCKY REVISED STATUTES. DIMENSIONS (IF SHOWN) ALONG THE PERIMETER OF THE LANDOWNER'S PROPERTY ARE PROVIDED UNDER THIS SURVEYOR'S SCOPE OF SERVICES WITH AT&T MOBILITY, AND ARE TO BE CONSIDERED FOR REFERENCE ONLY. THE EXACT LOCATION OF THE LANDOWNER'S PROPERTY MAY DIFFER UPON THE PREPARATION OF A FULL BOUNDARY SURVEY IN ACCORDANCE WITH REQUIREMENTS ESTABLISHED BY THE STATE OF KENTUCKY.

PERIMETER DATA - AT&T MOBILITY'S 20' WIDE TURN AROUND EASEMENT

NO.	BEARING	DISTANCE
(A)	N 61° 47' 30" E	20.00'
(B)	S 28° 12' 30" E	60.00'
(C)	S 61° 47' 30" W	20.00'
(D)	N 28° 12' 30" W	60.00'

CENTERLINE DATA - AT&T MOBILITY'S 20' WIDE UTILITY EASEMENT

NO.	BEARING	DISTANCE
(1)	S 61° 47' 30" W	55.38'

REVISIONS:



SHARONDALE SURVEYING INC.
4205 HILLSBORO PIKE
HOBBS BUILDING SUITE 301
NASHVILLE, TN 37215
TEL: (615) 425-4235
FAX: (615) 292-7870
EMAIL: sharondale@bcsouth.net

AT&T MOBILITY SITE SURVEY: KENTUCKY
"LONGBOW C" TOWER SITE
LOCATED IN: HOPKINSVILLE, CHRISTIAN COUNTY, KENTUCKY
TOWER SITE LEASEHOLD AREA SURVEY
PREPARED FOR AT&T MOBILITY
AT&T MOBILITY SITE NO.: 083G0235

SHEET NUMBER:
1 OF 2
C2
PROJECT NUMBER:
J.N. 29.094.20

**AT&T MOBILITY'S TOWER SITE
LEASEHOLD AREA DESCRIPTION**

BEGINNING AT A CAPPED IRON PIN (KY PLS #3093) SET AT THE WEST CORNER OF AT&T MOBILITY'S TOWER SITE LEASEHOLD AREA, SAID IRON PIN BEING NORTH 67 DEGREES 58 MINUTES 55 SECONDS EAST, 21.61 FEET FROM AN IRON PIN FOUND AT THE WEST CORNER OF THE PROPERTY CONVEYED TO HOPKINSVILLE BAPTIST TEMPLE OF CHRISTIAN COUNTY, INC., OF RECORD IN DEED BOOK 447, PAGE 587, OF THE PROPERTY VALUATION OFFICE OF CHRISTIAN COUNTY, KENTUCKY;

THENCE, NORTH 61 DEGREES 47 MINUTES 30 SECONDS EAST, 100.00 FEET TO A CAPPED (KY PLS #3090) IRON PIN AT THE NORTH CORNER OF AT&T MOBILITY'S TOWER SITE LEASEHOLD AREA;

THENCE, SOUTH 28 DEGREES 12 MINUTES 30 SECONDS EAST, 100.00 FEET TO A CAPPED (KY PLS #3093) IRON PIN SET AT THE EAST CORNER OF AT&T MOBILITY'S TOWER SITE LEASEHOLD AREA;

THENCE, SOUTH 61 DEGREES 47 MINUTES 30 SECONDS WEST, 100.00 FEET TO A CAPPED (KY PLS #3093) IRON PIN SET AT THE SOUTH CORNER OF AT&T MOBILITY'S TOWER SITE LEASEHOLD AREA;

THENCE, NORTH 28 DEGREES 12 MINUTES 30 SECONDS WEST, 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10,000 SQUARE FEET, (0.23 ACRES).

BEING A PORTION OF THE PROPERTY CONVEYED TO HOPKINSVILLE BAPTIST TEMPLE OF CHRISTIAN COUNTY, INC., OF RECORD IN DEED BOOK 447, PAGE 587, OF THE PROPERTY VALUATION OFFICE OF CHRISTIAN COUNTY, KENTUCKY.

**AT&T MOBILITY'S TURN AROUND
EASEMENT AREA DESCRIPTION**

BEGINNING AT A POINT IN THE NORTHEAST MARGIN OF AT&T MOBILITY'S TOWER SITE LEASEHOLD AREA BEING SOUTH 28 DEGREES 12 MINUTES 30 SECONDS EAST, 20.00 FEET FROM A CAPPED IRON PIN (KY PLS #3093) IRON PIN SET AT THE NORTH CORNER OF AT&T MOBILITY'S TOWER SITE LEASEHOLD AREA;

THENCE, LEAVING THE NORTHEAST MARGIN OF AT&T MOBILITY'S TOWER SITE LEASEHOLD AREA, NORTH 61 DEGREES 47 MINUTES 30 SECONDS EAST, 20.00 FEET TO A POINT;

THENCE, SOUTH 28 DEGREES 12 MINUTES 30 SECONDS EAST, 60.00 FEET TO A POINT;

THENCE, SOUTH 61 DEGREES 47 MINUTES 30 SECONDS WEST, 20.00 FEET TO A POINT IN THE NORTHEAST MARGIN OF AT&T MOBILITY'S TOWER SITE LEASEHOLD AREA;

THENCE, WITH THE NORTHEAST MARGIN OF AT&T MOBILITY'S TOWER SITE LEASEHOLD AREA, NORTH 28 DEGREES 12 MINUTES 30 SECONDS WEST, 60.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1,200 SQUARE FEET.

BEING A PORTION OF THE PROPERTY CONVEYED TO HOPKINSVILLE BAPTIST TEMPLE OF CHRISTIAN COUNTY, INC., OF RECORD IN DEED BOOK 447, PAGE 587, OF THE PROPERTY VALUATION OFFICE OF CHRISTIAN COUNTY, KENTUCKY.

**AT&T MOBILITY'S 30' WIDE JOINT ACCESS
AND UTILITY EASEMENT AREA DESCRIPTION**

BEING A THIRTY FOOT WIDE JOINT ACCESS & UTILITY EASEMENT EXTENDING FROM THE WEST MARGIN OF PRINCETON ROAD TO THE NORTHEAST MARGIN OF AT&T MOBILITY'S TOWER SITE LEASEHOLD AREA, AT ALL TIMES BEING FIFTEEN FEET WIDE EACH SIDE OF AND PARALLEL WITH THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A SURVEY NAIL SET IN THE WEST MARGIN OF PRINCETON ROAD, SAID SURVEY NAIL BEING NORTH 49 DEGREES 27 MINUTES 55 SECONDS EAST, 845.57 FEET FROM AN IRON PIN FOUND AT THE WEST CORNER OF THE PROPERTY CONVEYED TO HOPKINSVILLE BAPTIST TEMPLE OF CHRISTIAN COUNTY, INC., OF RECORD IN DEED BOOK 447, PAGE 587, OF THE PROPERTY VALUATION OFFICE OF CHRISTIAN COUNTY, KENTUCKY;

THENCE, LEAVING THE WEST MARGIN OF PRINCETON ROAD, SOUTH 34 DEGREES 01 MINUTE 02 SECONDS WEST, 190.19 FEET TO A POINT;

THENCE, ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 31 DEGREES 08 MINUTES 38 SECONDS, AND A RADIUS OF 90.00 FEET, A DISTANCE OF 48.92 FEET TO A POINT;

THENCE, ALONG A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 43 DEGREES 23 MINUTES 31 SECONDS, AND A RADIUS OF 40.00 FEET, A DISTANCE OF 30.29 FEET TO A CAPPED (KY PLS #3093) IRON PIN SET;

THENCE, SOUTH 46 DEGREES 15 MINUTES 55 SECONDS WEST, 346.96 FEET TO A CAPPED (KY PLS #3093) IRON PIN SET;

THENCE, ALONG A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 20 DEGREES 27 MINUTES 22 SECONDS, AND A RADIUS OF 200.00 FEET, A DISTANCE OF 71.41 FEET TO A CAPPED (KY PLS #3093) IRON PIN SET;

THENCE, SOUTH 66 DEGREES 43 MINUTES 22 SECONDS WEST, 72.88 FEET TO A CAPPED IRON PIN SET IN THE NORTHEAST MARGIN OF AT&T MOBILITY'S TOWER SITE LEASEHOLD AREA, CONTAINING 22,820 SQUARE FEET, (0.524 ACRES).

BEING A PORTION OF THE PROPERTY CONVEYED TO HOPKINSVILLE BAPTIST TEMPLE OF CHRISTIAN COUNTY, INC., OF RECORD IN DEED BOOK 447, PAGE 587, OF THE PROPERTY VALUATION OFFICE OF CHRISTIAN COUNTY, KENTUCKY.

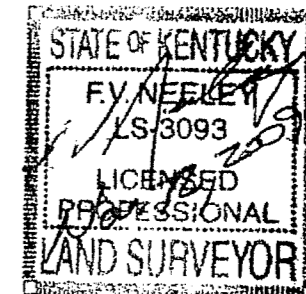
**AT&T MOBILITY'S 20' WIDE
UTILITY EASEMENT AREA DESCRIPTION**

BEING A TWENTY FOOT WIDE UTILITY EASEMENT EXTENDING FROM AN EXISTING PENNYRILE RURAL ELECTRIC COOPERATIVE POWER POLE TO THE NORTHEAST MARGIN OF AT&T MOBILITY'S TOWER SITE LEASEHOLD AREA, AT ALL TIMES BEING TEN FEET WIDE EACH SIDE OF AND PARALLEL WITH THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A CAPPED (KY PLS #3093) IRON PIN SET IN THE NORTH MARGIN OF KENTUCKY STATE HIGHWAY 1682, SAID POWER POLE BEING NORTH 70 DEGREES 08 MINUTES 45 SECONDS EAST, 178.76 FEET FROM AN IRON PIN FOUND AT THE WEST CORNER OF THE PROPERTY CONVEYED TO HOPKINSVILLE BAPTIST TEMPLE OF CHRISTIAN COUNTY, INC., OF RECORD IN DEED BOOK 447, PAGE 587, OF THE PROPERTY VALUATION OFFICE OF CHRISTIAN COUNTY, KENTUCKY;

THENCE, SOUTH 61 DEGREES 47 MINUTES 30 SECONDS WEST, 55.38 FEET TO THE NORTHEAST MARGIN OF AT&T MOBILITY'S TOWER SITE LEASEHOLD AREA, CONTAINING 1,108 SQUARE FEET.

BEING A PORTION OF THE PROPERTY CONVEYED TO HOPKINSVILLE BAPTIST TEMPLE OF CHRISTIAN COUNTY, INC., OF RECORD IN DEED BOOK 447, PAGE 587, OF THE PROPERTY VALUATION OFFICE OF CHRISTIAN COUNTY, KENTUCKY.



REVISIONS:



**SHARONDALE
SURVEYING
INC.**
4205 HILLSBORO PIKE
HOPKINSVILLE, TN 37416-3011
PHONE: (615) 292-0435
FAX: (615) 292-7870
EMAIL: sharon@sharon.net

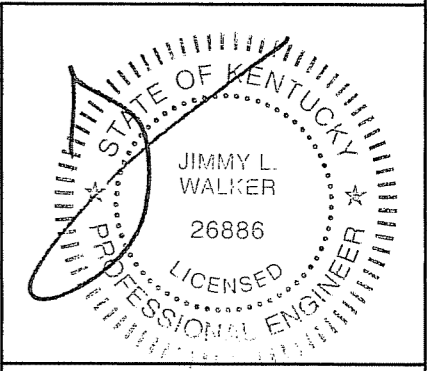
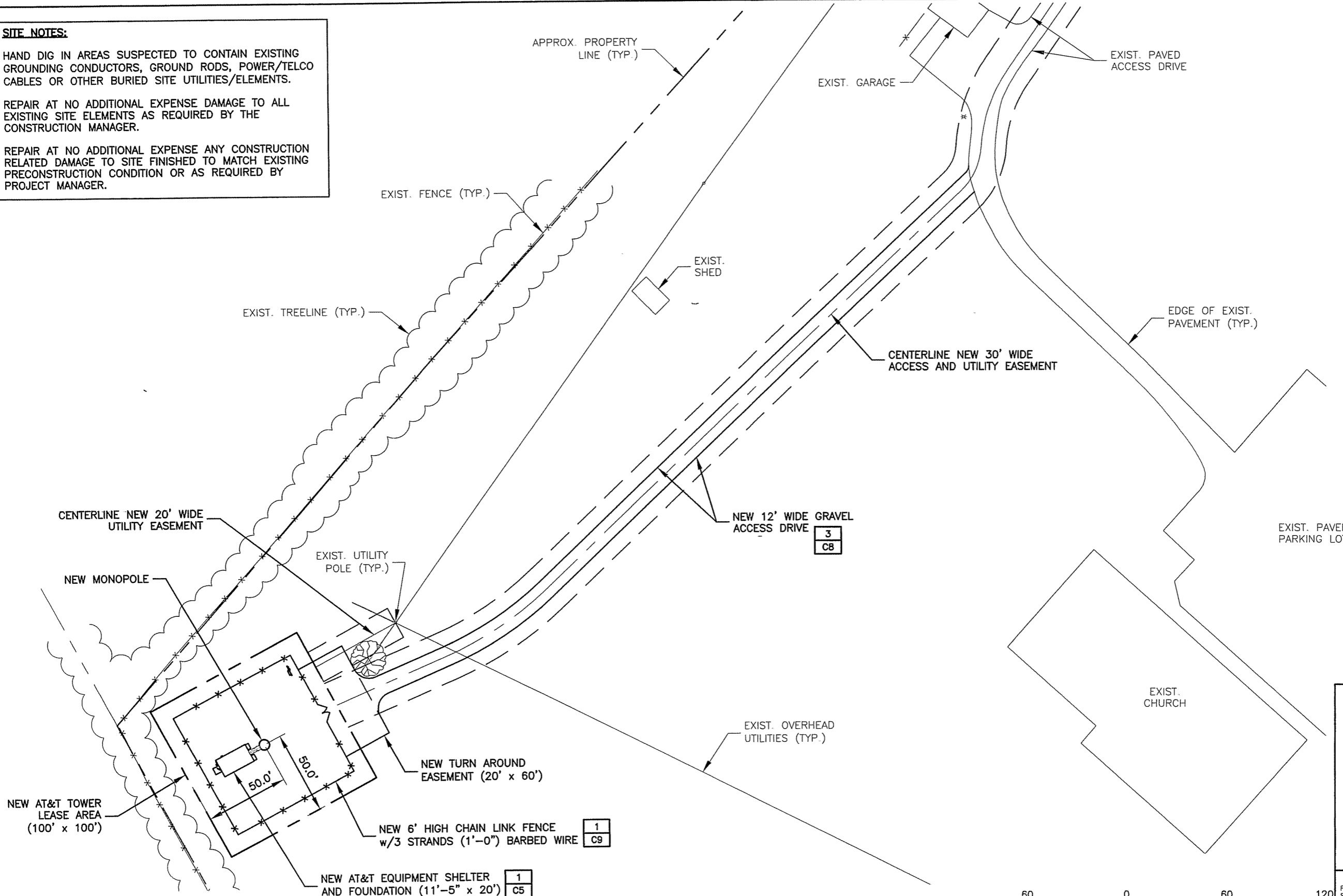
AT&T MOBILITY SITE SURVEY: KENTUCKY
"LONGBOW C" TOWER SITE
LOCATED IN: HOPKINSVILLE, CHRISTIAN COUNTY, KENTUCKY
TOWER SITE LEASEHOLD AREA SURVEY
PREPARED FOR AT&T MOBILITY
AT&T MOBILITY SITE NO.: 083G0235

SHEET NUMBER:
2 OF 2
C2.1

PROJECT NUMBER:
J.N. 29.094.20

SITE NOTES:

- HAND DIG IN AREAS SUSPECTED TO CONTAIN EXISTING GROUNDING CONDUCTORS, GROUND RODS, POWER/TELCO CABLES OR OTHER BURIED SITE UTILITIES/ELEMENTS.
- REPAIR AT NO ADDITIONAL EXPENSE DAMAGE TO ALL EXISTING SITE ELEMENTS AS REQUIRED BY THE CONSTRUCTION MANAGER.
- REPAIR AT NO ADDITIONAL EXPENSE ANY CONSTRUCTION RELATED DAMAGE TO SITE FINISHED TO MATCH EXISTING PRECONSTRUCTION CONDITION OR AS REQUIRED BY PROJECT MANAGER.



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PREPARED FOR:

PROJECT MANAGER:

nsoro

2500 CUMBERLAND PKY, SUITE 100
ATLANTA, GA 30339
(404) 541-1300

WALKER ENGINEERING INCORPORATED

8451 DUNWOODY PLACE
SANDY SPRINGS, GA 30350
PHONE: 770-641-7306
FAX: 770-587-2196

NO.	DATE	REVISIONS	INIT
0	01/27/10	ISSUED FOR CONSTRUCTION	MJJ
A	11/18/09	ISSUED FOR REVIEW	MJJ

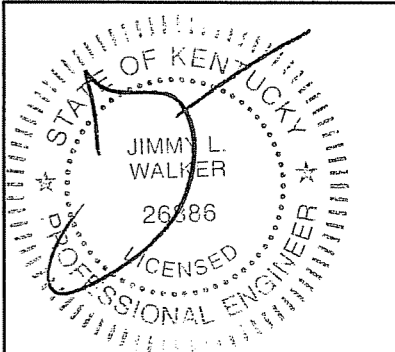
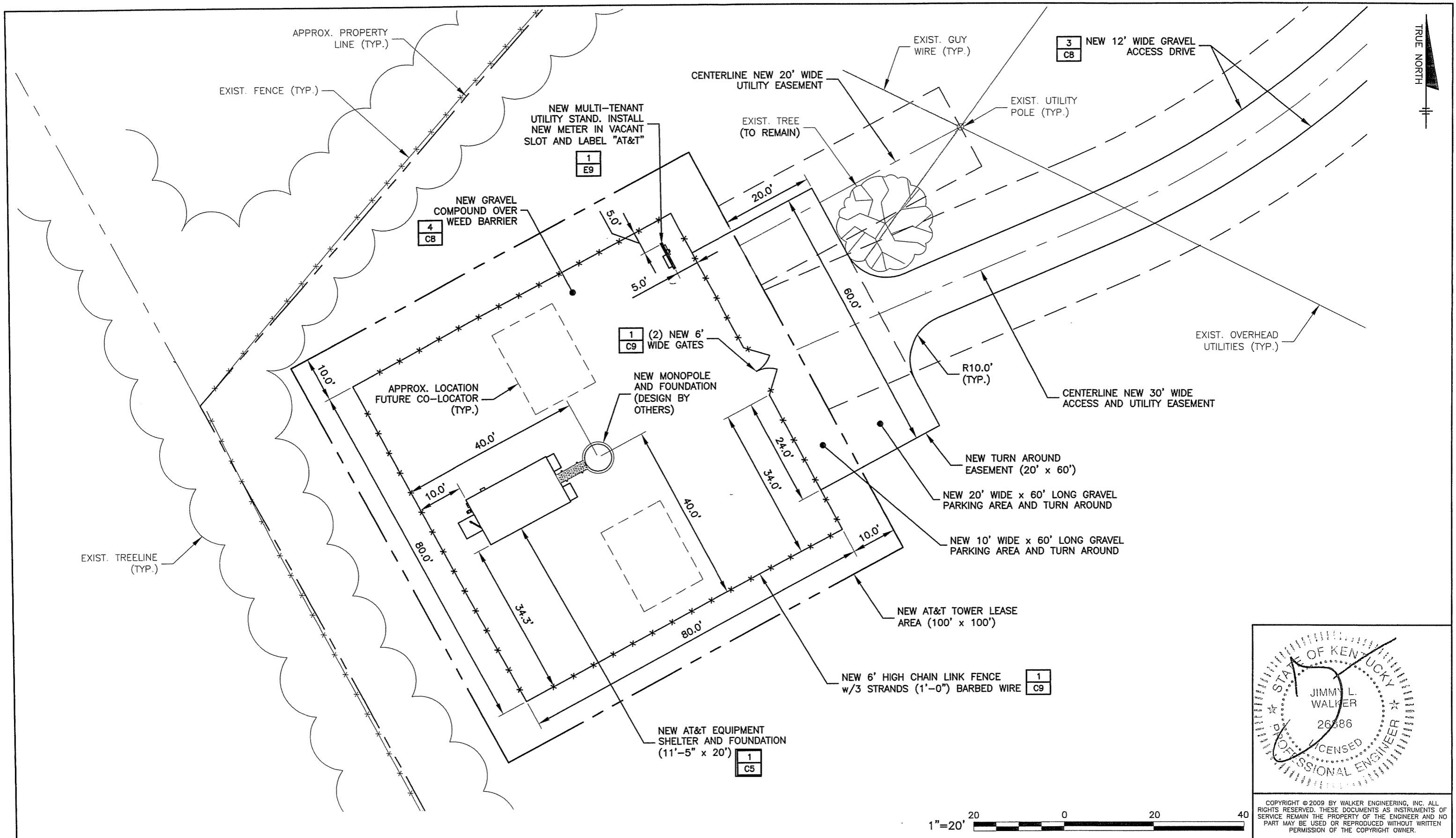
LONGBOW
2755 PRINCETON ROAD
HOPKINSVILLE, KY 42240

SITE PLAN

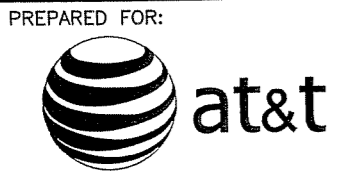
IN CHARGE OF:	JLW
DESIGNED BY:	MJJ
DRAWN BY:	MJJ
CHECKED BY:	MJJ

SITE NO.	08360235
DATE:	11/18/09
FILE NO.	0910-0544T

C3.1



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PROJECT MANAGER:
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2500 CUMBERLAND PKY, SUITE 100
ATLANTA, GA 30339
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8451 DUNWOODY PLACE
SANDY SPRINGS, GA 30350
PHONE: 770-641-7306
FAX: 770-587-2196

PREPARED BY:

NO.	DATE	REVISIONS	INIT
0	01/27/10	ISSUED FOR CONSTRUCTION	MJJ
A	11/18/09	ISSUED FOR REVIEW	MJJ

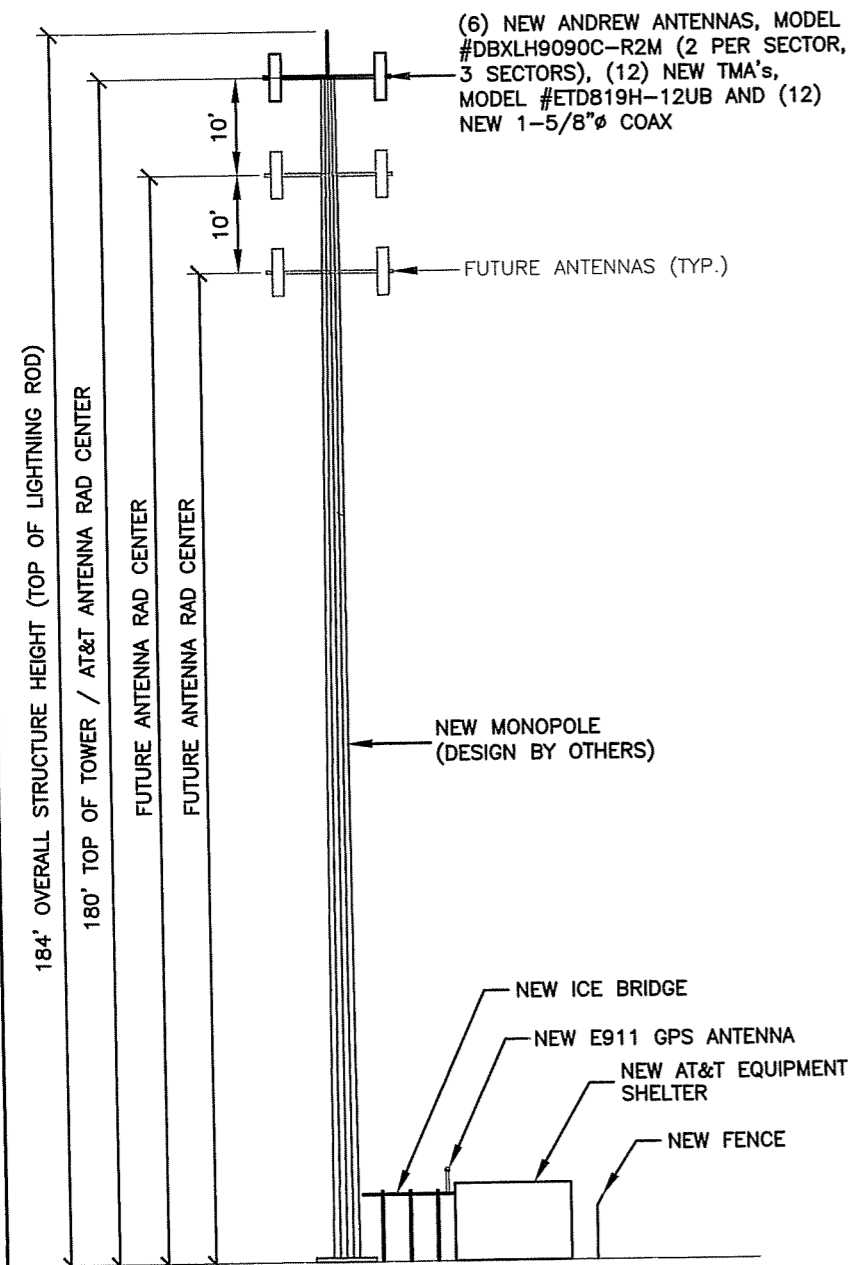
LONGBOW
2755 PRINCETON ROAD
HOPKINSVILLE, KY 42240
ENLARGED SITE PLAN

IN CHARGE OF: JLW
DESIGNED BY: MJJ
DRAWN BY: MJJ
CHECKED BY: MJJ

SITE NO. **08360235**
DATE: 11/18/09
FILE NO. 0910-0544T

C3.2

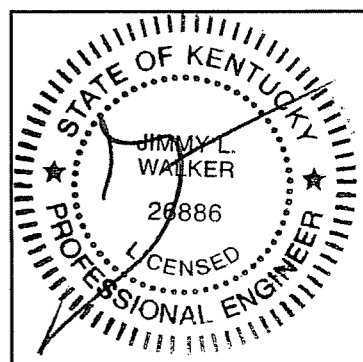
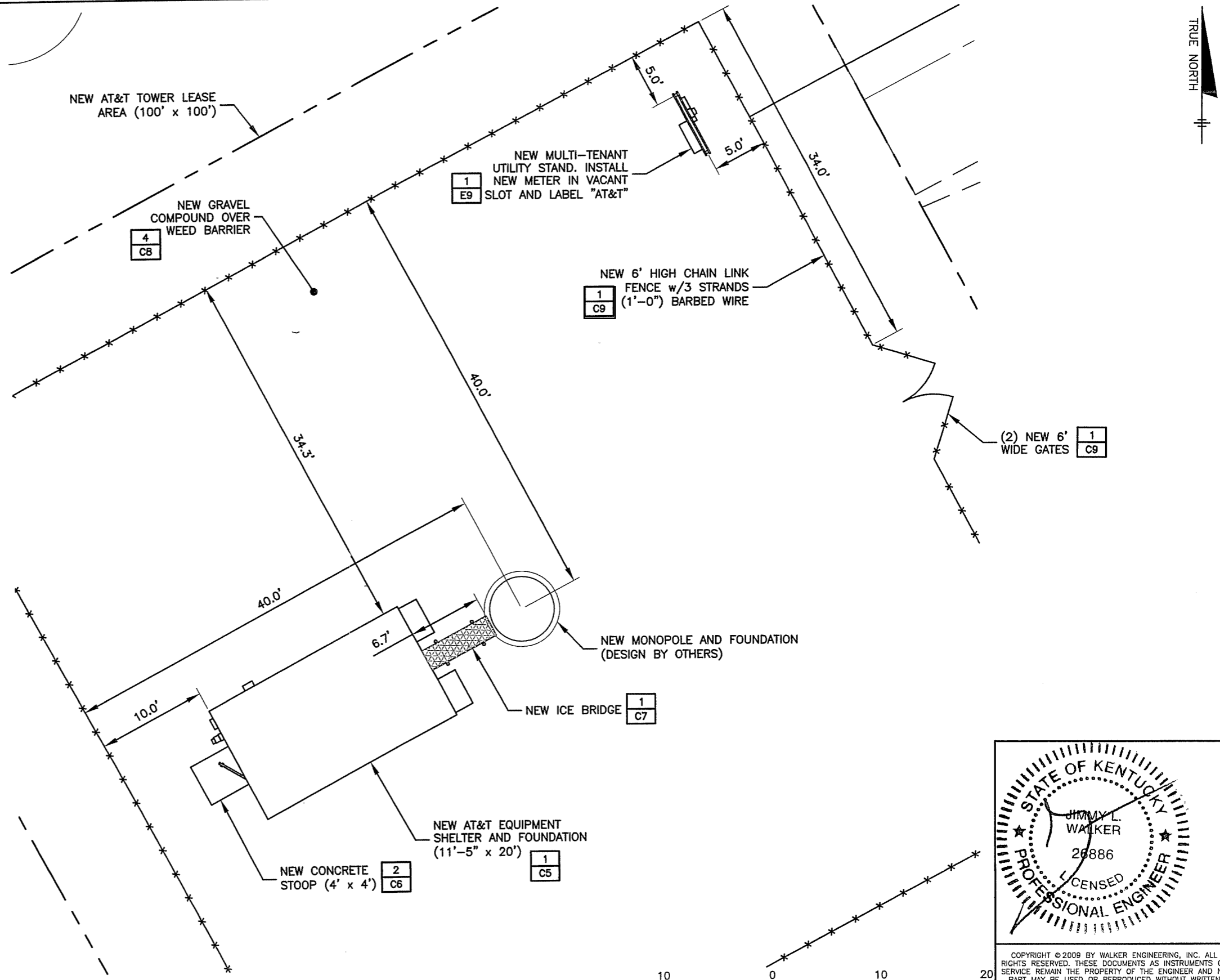
TOWER STRUCTURAL DESIGN HAS BEEN PERFORMED BY OTHERS. WALKER ENGINEERING ACCEPTS NO RESPONSIBILITY FOR THE SUITABILITY OF THE TOWER TO CARRY EXISTING AND PROPOSED LOADS. CONTRACTOR SHALL COORDINATE WITH AND COMPLY WITH THE PROVISIONS OF THE STRUCTURAL DESIGN PRIOR TO INSTALLATION OF ANTENNAS AND COAX ON THE TOWER.



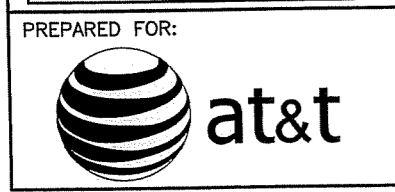
TOWER ELEVATION

NOT TO SCALE

NOTE:
ELEVATION SCHEMATIC IN NATURE ONLY.
REFERENCE TOWER DESIGN DRAWINGS
FOR SPECIFIC DESIGN INFORMATION.



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PROJECT MANAGER:
nsoro
2500 CUMBERLAND PKY, SUITE 100
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(404) 541-1300

WALKER ENGINEERING INCORPORATED
8451 DUNWOODY PLACE
SANDY SPRINGS, GA 30350
PHONE: 770-641-7306
FAX: 770-587-2196

PREPARED BY:

NO.	DATE	REVISIONS	INIT
1	03/02/10	REVISED PER COMMENTS	MJJ
0	01/27/10	ISSUED FOR CONSTRUCTION	MJJ
A	11/18/09	ISSUED FOR REVIEW	MJJ

LONGBOW
2755 PRINCETON ROAD
HOPKINSVILLE, KY 42240
DETAIL PLAN & ELEVATION

IN CHARGE OF:	JLW
DESIGNED BY:	MJJ
DRAWN BY:	MJJ
CHECKED BY:	MJJ

SITE NO.	083G0235
DATE:	11/18/09
FILE NO.	0910-0544T

C3.3

Exhibit D



Structural Design Report

180' Monopole

located at: Longbow, KY

Site Number: 273937

prepared for: AMERICAN TOWER INC.

by: Sabre Towers and Poles™

Job Number: 10-01135

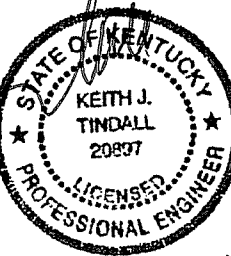
January 18, 2010

Monopole Profile 1
Pole Calculation C1-C5

Prepared by I RJ

Checked by REB

Approved by KJT


1/18/10

POLE SPECIFICATIONS	
POLE HEIGHT	179.00 FEET
TAPER	2170 IN/FT
POLE SHAPE	18 SIDED POLYGON
ORIENTATION	FLAT-FLAT

Lev	Qty	Elev ft	Future	DESCRIPTION
1	1	179.00	F	105 Sq. Ft. EPA w/No Ice
		179.00	F	(125 Sq. Ft. EPA w/Ice)
2	1	169.00	F	105 Sq. Ft. EPA w/No Ice
		169.00	F	(125 Sq. Ft. EPA w/Ice)
3	1	159.00	F	105 Sq. Ft. EPA w/No Ice
		159.00	F	(125 Sq. Ft. EPA w/Ice)
4	1	149.00	F	105 Sq. Ft. EPA w/No Ice
		149.00	F	(125 Sq. Ft. EPA w/Ice)

Load Case DESCRIPTION	Wind (mph)	OLF Vert	Rad. Ice	Factors Gust Cf	Wind (psf)
1) Max Wind	75.0	1.00		1.69 .65	24.3
2) Max Wind Load x.75	64.9	1.00	50	1.69 .65	18.2
3) Everyday Operating	50.0	1.00		1.69 .65	10.8

Load Case DESCRIPTION	Res. Axial (kips)	Base Shear (kips)	React Mom (ft-k)	Disp DEFL (ft)	Top SWAY (deg)
1) Max Wind	43.3	27.2	3831	14.7	9.30
2) Max Wind Load x.75	47.8	21.8	3135	12.1	7.69
3) Everyday Operating	42.6	12.1	1712	6.6	4.17

Sec	LENGTH (ft)	Flat-Flat TOP#	Flat-Flat BOT#	THICK (in)	WEIGHT (lbs)	STEEL SPEC	FINISH
1	32.25	19.00	26.00	.1875	1700	A572-65	Galv
2	53.50	24.92	36.53	.3125	5900	A572-65	Galv
3	53.50	34.93	46.54	.3750	9300	A572-65	Galv
4	53.25	44.54	56.09	.3750	13400	A572-65	Galv
TOTAL					30300		
ABolt Cluster	Bolt#	Hole#					
AB	84.00	2.25	2.625	2200	A615-75	Galv-18"	

- 1) FULL HEIGHT STEP BOLTS
- 2) ANTENNA FEED LINES RUN INSIDE POLE
- 3) THE MONOPOLE WAS DESIGNED IN ACCORDANCE WITH EIA/TIA-222-F.



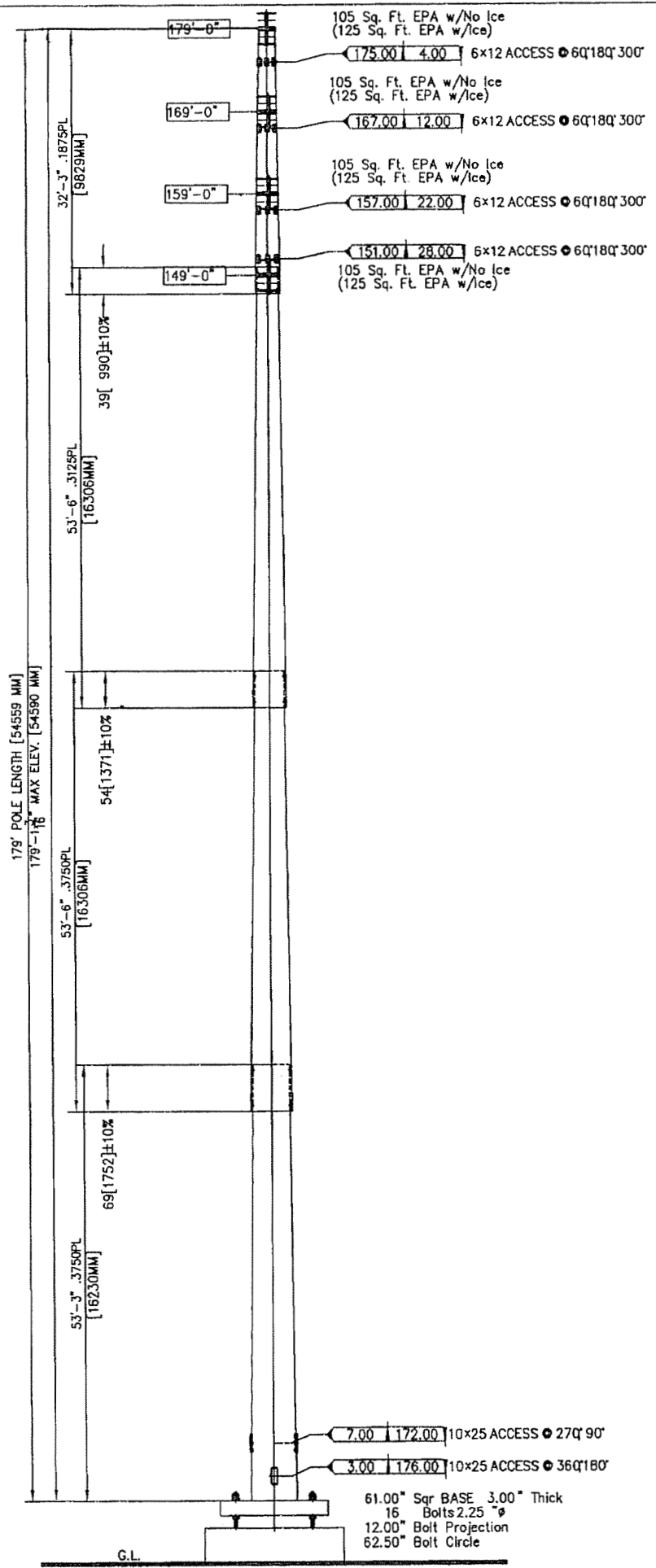
1/18/10

AMERICAN TOWER INC.
 Longbow, KY
 273937
 180.00 MONOPOLE

Sabre Towers & Poles

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10--01135	SIZE A	DRAWING NO. 10-01135-PE	REV
DATE 18Jan10			
DRAWN BY	REFERENCE DRAWING	SCALE N.T.S.	PAGE 1
CHECKED BY TRJ			



SABRE COMMUNICATIONS CORP
 2101 Murray Street
 Sioux City, IA 51101

JOB: 10-01135
 AMERICAN TOWER INC.
 Longbow, KY

18-Jan-10 09:50
 Ph 712.258.6690
 Fx 712.258.8250

TOP DIAMETER 19.00 in. [19.29 in. Point-Point]
 BOTTOM DIAMETER 56.09 in. [56.96 in. Point-Point]
 POLE HEIGHT 179.00 ft. 18 SIDED FLAT ORIENTATION
 BASE HEIGHT 1.00 ft. ABOVE GROUND
 E-MODULUS 29000 ksi [12000 ksi SHEAR MODULUS]

APPURTENANCES

ATTACH POINTS:	NO.	X,ft	Qty	Description	Status
	1	179.00	1	User Defined Loading	Future Appurt
	2	169.00	1	User Defined Loading	Future Appurt
	3	159.00	1	User Defined Loading	Future Appurt
	4	149.00	1	User Defined Loading	Future Appurt

Pole Section	Bottom X,ft.	Thick in.	Connect Type	LAP in.	Taper in/ft	Length ft.	Weight lbs	Steel Spec	Pole Finish
1	32.25	.18750	SLIP-JNT	39.	.2170	32.25	1457	A572-65	GALVANIZE
2	82.50	.31250	SLIP-JNT	54.	.2170	53.50	5490	A572-65	GALVANIZE
3	131.50	.37500	SLIP-JNT	69.	.2170	53.50	8743	A572-65	GALVANIZE
4	179.00	.37500	C-WELD		.2170	53.25	10770	A572-65	GALVANIZE

SECTION PROPERTIES

X,ft	UP,ft	D,in	T,in	Area in ²	Iz in ⁴	IxIy in ⁴	SxSy in ³	w/t	d/t	F _y (ksi)		
179.00	.00	19.00	.1875	11.20	1000	500	51.8	16.10	101.3	65.00	TOP	P01
174.00	5.00	20.08	.1875	11.84	1186	593	58.2	17.12	107.1	65.00		
169.00	10.00	21.17	.1875	12.49	1390	695	64.7	18.15	112.9	65.00		P02
164.00	15.00	22.25	.1875	13.13	1616	808	71.5	19.17	118.7	65.00		
159.00	20.00	23.34	.1875	13.78	1866	933	78.7	20.19	124.5	65.00		P03
154.00	25.00	24.42	.1875	14.42	2142	1071	86.4	21.21	130.3	65.00		
150.00	29.00	25.29	.1875	14.94	2378	1189	92.6	22.02	134.9	65.00	Slip-B01	
149.00	30.00	25.13	.3125	24.62	3832	1916	150.1	12.42	80.4	65.00		P04
146.75	32.25	25.62	.3125	25.10	4062	2031	156.1	12.69	82.0	65.00	Slip-T02	
141.75	37.25	26.71	.3125	26.18	4608	2304	169.9	13.31	85.5	65.00		
136.75	42.25	27.79	.3125	27.26	5200	2600	184.3	13.92	88.9	65.00		
131.75	47.25	28.88	.3125	28.33	5840	2920	199.2	14.53	92.4	65.00		
126.75	52.25	29.96	.3125	29.41	6532	3266	214.7	15.14	95.9	65.00		
121.75	57.25	31.05	.3125	30.48	7274	3637	230.7	15.76	99.4	65.00		
116.75	62.25	32.13	.3125	31.56	8074	4037	247.4	16.37	102.8	65.00		
111.75	67.25	33.22	.3125	32.64	8928	4464	264.7	16.98	106.3	65.00		
106.75	72.25	34.30	.3125	33.71	9840	4920	282.5	17.59	109.8	65.00		
101.75	77.25	35.39	.3125	34.79	10812	5406	300.9	18.20	113.2	65.00		
101.00	78.00	35.55	.3125	34.95	10962	5481	303.7	18.30	113.8	65.00	Slip-B02	
96.50	82.50	35.90	.3750	42.29	13482	6741	369.8	15.12	95.7	65.00	Slip-T03	
91.50	87.50	36.99	.3750	43.58	14756	7378	392.9	15.63	98.6	65.00		
86.50	92.50	38.07	.3750	44.87	16108	8054	416.7	16.14	101.5	65.00		
81.50	97.50	39.16	.3750	46.16	17538	8769	441.1	16.65	104.4	65.00		
76.50	102.50	40.24	.3750	47.45	19052	9526	466.2	17.16	107.3	65.00		
71.50	107.50	41.33	.3750	48.74	20650	10325	492.1	17.67	110.2	65.00		
66.50	112.50	42.41	.3750	50.03	22336	11168	518.6	18.18	113.1	65.00		
61.50	117.50	43.50	.3750	51.32	24110	12055	545.9	18.69	116.0	65.00		
56.50	122.50	44.58	.3750	52.62	25976	12988	573.8	19.20	118.9	65.00		
53.25	125.75	45.29	.3750	53.46	27240	13620	592.3	19.53	120.8	65.00	Slip-B03	
48.25	130.75	45.62	.3750	53.85	27852	13926	601.2	19.69	121.7	65.00		
47.50	131.50	45.79	.3750	54.05	28154	14077	605.6	19.77	122.1	65.00	Slip-T04	
42.50	136.50	46.87	.3750	55.34	30220	15110	635.0	20.28	125.0	65.00		
37.50	141.50	47.96	.3750	56.63	32386	16193	665.1	20.79	127.9	65.00		
32.50	146.50	49.04	.3750	57.92	34652	17326	695.9	21.30	130.8	65.00		
27.50	151.50	50.13	.3750	59.21	37022	18511	727.4	21.81	133.7	65.00		
22.50	156.50	51.21	.3750	60.50	39496	19748	759.5	22.32	136.6	65.00		
17.50	161.50	52.30	.3750	61.80	42082	21041	792.5	22.83	139.5	65.00		
12.50	166.50	53.38	.3750	63.09	44774	22387	826.0	23.34	142.3	65.00		
7.50	171.50	54.47	.3750	64.38	47580	23790	860.3	23.85	145.2	65.00		
2.50	176.50	55.55	.3750	65.67	50502	25251	895.3	24.36	148.1	65.00		
.00	179.00	56.09	.3750	66.32	52004	26002	913.0	24.61	149.6	65.00	BASE	

CASE - 1: Max Wind TIA/EIA-222-F

VERTICAL OLF	1.00	WIND SPEED	75.0 mph 120.7 kph
ICE COVER	.00 in	GUST FACTOR	1.69
STRESS REDUCTION	.60	EXPOSURE COEFF.	.2857
STRESS AMPLIFY	1.33	Cf	.650
BASE ABOVE Grd	1.00 ft	REFERENCE HEIGHT	33.0 ft
		PRESSURE @Ref.Ht	24.3 psf 1165.Pa

APPURTENANCE LOADS

#	Qty	Description	Center Line Elev-Ft	WEIGHT each Lbs	AREA each Ft^2	Tx-CABLE			FORCES			MOM. Lg-X Ft-K
						Type	Qty	#/Ft	WIND Psf	Tra-Y Kips	Ax-Z Kips	
1	1	User Defined Loading	179.0	1800	105.0				39.5	4.14	-1.8	-.2
	1		179.0	0	.0	1 5/8"	12	1.04	39.5	.00	-2.2	
2	1	User Defined Loading	169.0	1800	105.0				38.8	4.08	-1.8	-.2
	1		169.0	0	.0	1 5/8"	12	1.04	38.9	.00	-2.1	
3	1	User Defined Loading	159.0	1800	105.0				38.1	4.00	-1.8	-.2
	1		159.0	0	.0	1 5/8"	12	1.04	38.2	.00	-2.0	
4	1	User Defined Loading	149.0	1800	105.0				37.4	3.93	-1.8	-.2
	1		149.0	0	.0	1 5/8"	12	1.04	37.5	.00	-1.9	

RESULTS

ELEV. X, ft	POLE X, ft	WIND psf	--- FORCES, kips ---			--- MOMENTS, ft-kips ---			STRESS ALLOW		
			ShearX	ShearY	Axiaz	BendX	BendY	TorqZ	ksi	ksi	CSR
180.00	179.00	25.7	.0	4.9	-3.4	.0	.0	.0	.83	51.87	.016
175.00	174.00	25.5	.0	5.1	-3.6	-24.5	.0	.0	5.34	51.87	.103
170.00	169.00	25.3	.0	10.0	-7.0	-50.2	.0	.0	9.83	51.87	.190
165.00	164.00	25.1	.0	10.2	-7.3	-100.1	.0	.0	17.15	51.87	.331
160.00	159.00	24.8	.0	15.0	-10.7	-151.5	.0	.0	23.59	51.87	.455
155.00	154.00	24.6	.0	15.2	-11.0	-226.5	.0	.0	31.81	51.87	.613
151.00	150.00	24.4	.0	15.3	-11.3	-287.3	.0	.0	37.47	51.87	.722
150.00	149.00	24.4	.0	19.9	-14.6	-302.9	.0	.0	24.47	51.87	.472
147.75	146.75	24.3	.0	20.1	-15.1	-347.6	.0	.0	26.95	51.87	.520
142.75	141.75	24.0	.0	20.3	-15.7	-447.8	.0	.0	31.78	51.87	.613
137.75	136.75	23.8	.0	20.6	-16.3	-549.5	.0	.0	35.87	51.87	.691
132.75	131.75	23.5	.0	20.8	-16.9	-652.4	.0	.0	39.33	51.87	.758
127.75	126.75	23.3	.0	21.1	-17.5	-756.5	.0	.0	42.26	51.87	.815
122.75	121.75	23.0	.0	21.3	-18.1	-861.7	.0	.0	44.75	51.87	.863
117.75	116.75	22.8	.0	21.6	-18.8	-968.3	.0	.0	46.86	51.87	.903
112.75	111.75	22.5	.0	21.9	-19.5	-1076.7	.0	.0	48.68	51.87	.939
107.75	106.75	22.2	.0	22.1	-20.2	-1185.8	.0	.0	50.22	51.87	.968
102.75	101.75	21.9	.0	22.3	-20.6	-1296.7	.0	.0	51.53	51.87	.994
102.00	101.00	21.8	.0	22.4	-21.3	-1313.3	.0	.0	51.73	51.87	.997
97.50	96.50	21.6	.0	22.7	-22.6	-1414.2	.0	.0	45.73	51.87	.882
92.50	91.50	21.2	.0	23.0	-23.6	-1527.5	.0	.0	46.50	51.87	.896
87.50	86.50	20.9	.0	23.3	-24.5	-1642.5	.0	.0	47.14	51.87	.909
82.50	81.50	20.6	.0	23.5	-25.4	-1759.2	.0	.0	47.69	51.87	.919
77.50	76.50	20.2	.0	23.8	-26.3	-1876.7	.0	.0	48.13	51.87	.928
72.50	71.50	19.8	.0	24.1	-27.3	-1995.8	.0	.0	48.50	51.87	.935
67.50	66.50	19.4	.0	24.3	-28.2	-2115.8	.0	.0	48.78	51.87	.940
62.50	61.50	19.0	.0	24.6	-29.2	-2237.5	.0	.0	49.02	51.87	.945
57.50	56.50	18.5	.0	24.8	-30.2	-2360.8	-.1	.0	49.20	51.87	.949
54.25	53.25	18.2	.0	25.0	-31.4	-2441.7	-.1	.0	49.31	51.87	.951
49.25	48.25	17.7	.0	25.2	-32.3	-2566.7	-.1	.0	51.06	51.87	.984
48.50	47.50	17.7	.0	25.3	-33.1	-2585.8	-.1	.0	51.08	51.87	.985
43.50	42.50	17.1	.0	25.6	-34.4	-2712.5	-.1	.0	51.11	51.87	.985
38.50	37.50	16.5	.0	25.8	-35.5	-2840.0	-.1	.0	51.10	51.87	.985
33.50	32.50	15.9	.0	26.0	-36.6	-2969.2	-.1	.0	51.06	51.87	.984
28.50	27.50	15.8	.0	26.2	-37.7	-3099.2	-.1	.0	51.00	51.87	.983
23.50	22.50	15.8	.0	26.4	-38.8	-3230.0	-.1	.0	50.90	51.87	.981
18.50	17.50	15.8	.0	26.6	-40.0	-3361.7	-.1	.0	50.78	51.87	.979
13.50	12.50	15.8	.0	26.8	-41.2	-3494.2	-.1	.0	50.65	51.87	.976
8.50	7.50	15.8	.0	27.0	-42.4	-3628.3	-.1	.0	50.50	51.87	.974
3.50	2.50	15.8	.0	27.2	-43.3	-3763.3	-.1	.0	50.34	51.87	.970
1.00	.00	15.8	.0	27.2	-43.3	3831.7	.1	.0	50.25	51.87	.969

DISPLACEMENTS

ELEV. X, ft	DEFLECTION feet			ROTATION, degrees		
	X	Y	Z	X	Y	Z
179.00	.00	14.68	-.84	XY-Result 14.68< 8.20%>	-9.30	.00

CASE - 2: Max Wind Load x.75 TIA/EIA-222-F

VERTICAL OLF	1.00	WIND SPEED	64.9 mph 104.4 kph
ICE COVER	.50 in	GUST FACTOR	1.69
STRESS REDUCTION	.60	EXPOSURE COEFF.	.2857
STRESS AMPLIFY	1.33	Cf	.650
BASE ABOVE Grd	1.00 ft	REFERENCE HEIGHT	33.0 ft
		PRESSURE @Ref.Ht	18.2 psf 872.Pa

APPURTENANCE LOADS

# Qty	Description	Center Line Elev-Ft	WEIGHT each Lbs	AREA each Ft^2	Tx-CABLE Type	Qty	#/Ft	WIND Psf	FORCES Tra-Y Kips	AX-Z Kips	MOM. Lg-X Ft-K
1	1 User Defined Loading	179.0	1980	115.5				29.5	3.41	-2.0	-.2
1		179.0	0	.0	1 5/8"	12	1.04	29.6	.00	-2.2	
2	1 User Defined Loading	169.0	1980	115.5				29.1	3.36	-2.0	-.2
1		169.0	0	.0	1 5/8"	12	1.04	29.1	.00	-2.1	
3	1 User Defined Loading	159.0	1980	115.5				28.6	3.30	-2.0	-.2
1		159.0	0	.0	1 5/8"	12	1.04	28.6	.00	-2.0	
4	1 User Defined Loading	149.0	1980	115.5				28.0	3.24	-2.0	-.2
1		149.0	0	.0	1 5/8"	12	1.04	28.1	.00	-1.9	

RESULTS

ELEV. X, ft	POLE X, ft	WIND psf	FORCES, kips			MOMENTS, ft-kips			STRESS ALLOW		
			ShearX	ShearY	Axiaz	BendX	BendY	TorqZ	ksi	ksi	CSR
180.00	179.00	19.2	.0	4.0	-3.8	-.2	.0	.0	.73	51.87	.014
175.00	174.00	19.1	.0	4.2	-4.1	-20.4	.0	.0	4.53	51.87	.087
170.00	169.00	18.9	.0	8.3	-8.0	-41.8	.0	.0	8.35	51.87	.161
165.00	164.00	18.8	.0	8.5	-8.3	-83.3	.0	.0	14.44	51.87	.278
160.00	159.00	18.6	.0	12.5	-12.2	-126.0	.0	.0	19.86	51.87	.383
155.00	154.00	18.4	.0	12.6	-12.6	-188.4	.0	.0	26.70	51.87	.515
151.00	150.00	18.3	.0	12.7	-12.8	-239.0	.0	.0	31.40	51.87	.605
150.00	149.00	18.3	.0	16.5	-16.5	-251.8	.0	.0	20.52	51.87	.396
147.75	146.75	18.2	.0	16.7	-17.1	-289.0	.0	.0	22.58	51.87	.435
142.75	141.75	18.0	.0	16.9	-17.7	-372.3	.0	.0	26.59	51.87	.513
137.75	136.75	17.8	.0	17.1	-18.4	-456.5	.0	.0	29.97	51.87	.578
132.75	131.75	17.6	.0	17.3	-19.0	-541.8	.0	.0	32.84	51.87	.633
127.75	126.75	17.4	.0	17.5	-19.7	-628.1	.0	.0	35.26	51.87	.680
122.75	121.75	17.2	.0	17.6	-20.4	-715.3	.0	.0	37.32	51.87	.720
117.75	116.75	17.0	.0	17.8	-21.1	-803.5	.0	.0	39.05	51.87	.753
112.75	111.75	16.8	.0	18.0	-21.9	-892.5	.0	.0	40.53	51.87	.781
107.75	106.75	16.6	.0	18.2	-22.6	-982.5	.0	.0	41.78	51.87	.806
102.75	101.75	16.4	.0	18.3	-23.1	-1074.2	.0	.0	42.86	51.87	.826
102.00	101.00	16.4	.0	18.5	-23.9	-1087.5	.0	.0	43.01	51.87	.829
97.50	96.50	16.1	.0	18.7	-25.2	-1170.8	.0	.0	38.02	51.87	.733
92.50	91.50	15.9	.0	18.9	-26.3	-1264.2	.0	.0	38.64	51.87	.745
87.50	86.50	15.7	.0	19.1	-27.2	-1358.3	.0	.0	39.14	51.87	.755
82.50	81.50	15.4	.0	19.3	-28.2	-1454.2	.0	.0	39.58	51.87	.763
77.50	76.50	15.1	.0	19.5	-29.2	-1550.0	.0	.0	39.91	51.87	.769
72.50	71.50	14.8	.0	19.7	-30.3	-1647.5	.0	.0	40.19	51.87	.775
67.50	66.50	14.5	.0	19.9	-31.3	-1745.8	.0	.0	40.41	51.87	.779
62.50	61.50	14.2	.0	20.1	-32.4	-1845.8	.0	.0	40.60	51.87	.783
57.50	56.50	13.9	.0	20.2	-33.5	-1945.8	.0	.0	40.72	51.87	.785
54.25	53.25	13.7	.0	20.4	-34.8	-2011.7	.0	.0	40.79	51.87	.786
49.25	48.25	13.3	.0	20.5	-35.7	-2113.3	.0	.0	42.21	51.87	.814
48.50	47.50	13.2	.0	20.6	-36.6	-2129.2	.0	.0	42.23	51.87	.814
43.50	42.50	12.8	.0	20.7	-38.0	-2231.7	.0	.0	42.23	51.87	.814
38.50	37.50	12.4	.0	20.9	-39.2	-2335.8	.0	.0	42.20	51.87	.814
33.50	32.50	11.9	.0	21.0	-40.4	-2440.0	-.1	.0	42.14	51.87	.812
28.50	27.50	11.8	.0	21.2	-41.6	-2545.0	-.1	.0	42.06	51.87	.811
23.50	22.50	11.8	.0	21.3	-42.9	-2650.8	-.1	.0	41.96	51.87	.809
18.50	17.50	11.8	.0	21.4	-44.2	-2757.5	-.1	.0	41.84	51.87	.807
13.50	12.50	11.8	.0	21.6	-45.5	-2864.2	-.1	.0	41.70	51.87	.804
8.50	7.50	11.8	.0	21.7	-46.8	-2972.5	-.1	.0	41.56	51.87	.801
3.50	2.50	11.8	.0	21.8	-47.8	-3080.8	-.1	.0	41.40	51.87	.798
1.00	.00	11.8	.0	21.8	-47.8	3135.8	.1	.0	41.31	51.87	.796

DISPLACEMENTS

ELEV X, ft	DEFLECTION feet			ROTATION, degrees		
	X	Y	Z	X	Y	Z
179.00	.00	12.13	-.58	12.13< 6.77%>	-7.69	.00
						XY-Result 7.69

CASE - 3: Everyday Operating TIA/EIA-222-F

VERTICAL OLF	1.00	WIND SPEED	50.0 mph	80.5 kph
ICE COVER	.00 in	GUST FACTOR	1.69	
STRESS REDUCTION	.60	EXPOSURE COEFF.	.2857	
STRESS AMPLIFY	1.33	Cf	.650	
BASE ABOVE Grd	1.00 ft	REFERENCE HEIGHT	33.0 ft	
		PRESSURE @Ref.Ht	10.8 psf	518.Pa

APPURTENANCE LOADS

#	Qty	Description	Center Line Elev-Ft	WEIGHT each Lbs	AREA each Ft^2	Tx-CABLE Type	Qty	#/Ft	WIND Psf	FORCES Tra-Y Kips	FORCES Ax-Z Kips	MOM. Lg-X Ft-K
1	1	User Defined Loading	179.0	1800	105.0				17.5	1.84	-1.8	-.1
	1		179.0	0	.0	1 5/8"	12	1.04	17.6	.00	-2.2	
2	1	User Defined Loading	169.0	1800	105.0				17.2	1.81	-1.8	-.1
	1		169.0	0	.0	1 5/8"	12	1.04	17.3	.00	-2.1	
3	1	User Defined Loading	159.0	1800	105.0				17.0	1.78	-1.8	-.1
	1		159.0	0	.0	1 5/8"	12	1.04	17.0	.00	-2.0	
4	1	User Defined Loading	149.0	1800	105.0				16.6	1.75	-1.8	-.1
	1		149.0	0	.0	1 5/8"	12	1.04	16.7	.00	-1.9	

RESULTS

ELEV. X, ft	POLE X, ft	WIND psf	FORCES, kips			MOMENTS, ft-kips			STRESS ALLOW		
			ShearX	ShearY	AxialZ	BendX	BendY	TorqZ	ksi	ksi	CSR
180.00	179.00	11.4	.0	2.2	-4.0	.0	.0	.0	.51	51.87	.010
175.00	174.00	11.3	.0	2.3	-4.2	-11.0	.0	.0	2.61	51.87	.050
170.00	169.00	11.2	.0	4.5	-8.2	-22.5	.0	.0	4.82	51.87	.093
165.00	164.00	11.1	.0	4.6	-8.4	-45.0	.0	.0	8.10	51.87	.156
160.00	159.00	11.0	.0	6.7	-12.3	-68.1	.0	.0	11.14	51.87	.215
155.00	154.00	10.9	.0	6.8	-12.6	-101.8	.0	.0	14.82	51.87	.286
151.00	150.00	10.9	.0	6.9	-12.8	-129.1	.0	.0	17.35	51.87	.334
150.00	149.00	10.8	.0	8.9	-16.5	-136.1	.0	.0	11.40	51.87	.220
147.75	146.75	10.8	.0	9.0	-17.0	-156.1	.0	.0	12.51	51.87	.241
142.75	141.75	10.7	.0	9.1	-17.6	-201.1	.0	.0	14.67	51.87	.283
137.75	136.75	10.6	.0	9.2	-18.1	-246.7	.0	.0	16.49	51.87	.318
132.75	131.75	10.5	.0	9.3	-18.6	-292.8	.0	.0	18.04	51.87	.348
127.75	126.75	10.3	.0	9.4	-19.1	-339.4	.0	.0	19.34	51.87	.373
122.75	121.75	10.2	.0	9.6	-19.6	-386.6	.0	.0	20.45	51.87	.394
117.75	116.75	10.1	.0	9.7	-20.2	-434.3	.0	.0	21.39	51.87	.412
112.75	111.75	10.0	.0	9.8	-20.8	-482.7	.0	.0	22.19	51.87	.428
107.75	106.75	9.9	.0	9.9	-21.4	-531.6	.0	.0	22.88	51.87	.441
102.75	101.75	9.7	.0	9.9	-21.7	-581.0	.0	.0	23.45	51.87	.452
102.00	101.00	9.7	.0	10.0	-22.4	-588.4	.0	.0	23.55	51.87	.454
97.50	96.50	9.6	.0	10.2	-23.6	-633.6	.0	.0	20.81	51.87	.401
92.50	91.50	9.4	.0	10.3	-24.5	-684.3	.0	.0	21.15	51.87	.408
87.50	86.50	9.3	.0	10.4	-25.3	-735.7	.0	.0	21.43	51.87	.413
82.50	81.50	9.1	.0	10.5	-26.1	-787.7	.0	.0	21.67	51.87	.418
77.50	76.50	9.0	.0	10.6	-26.9	-840.0	.0	.0	21.86	51.87	.421
72.50	71.50	8.8	.0	10.8	-27.8	-893.3	.0	.0	22.03	51.87	.425
67.50	66.50	8.6	.0	10.9	-28.7	-947.5	.0	.0	22.17	51.87	.427
62.50	61.50	8.4	.0	11.0	-29.6	-1001.7	.0	.0	22.26	51.87	.429
57.50	56.50	8.2	.0	11.1	-30.5	-1056.7	.0	.0	22.34	51.87	.431
54.25	53.25	8.1	.0	11.2	-31.6	-1092.5	.0	.0	22.39	51.87	.432
49.25	48.25	7.9	.0	11.2	-32.4	-1148.3	.0	.0	23.18	51.87	.447
48.50	47.50	7.8	.0	11.3	-33.2	-1156.7	.0	.0	23.19	51.87	.447
43.50	42.50	7.6	.0	11.4	-34.4	-1213.3	.0	.0	23.21	51.87	.447
38.50	37.50	7.3	.0	11.5	-35.4	-1270.0	.0	.0	23.19	51.87	.447
33.50	32.50	7.1	.0	11.6	-36.4	-1327.5	.0	.0	23.18	51.87	.447
28.50	27.50	7.0	.0	11.7	-37.4	-1385.8	.0	.0	23.15	51.87	.446
23.50	22.50	7.0	.0	11.8	-38.5	-1444.2	.0	.0	23.11	51.87	.446
18.50	17.50	7.0	.0	11.9	-39.6	-1503.3	.0	.0	23.06	51.87	.445
13.50	12.50	7.0	.0	12.0	-40.7	-1562.5	.0	.0	23.00	51.87	.443
8.50	7.50	7.0	.0	12.1	-41.8	-1622.5	.0	.0	22.94	51.87	.442
3.50	2.50	7.0	.0	12.1	-42.6	-1682.5	.0	.0	22.86	51.87	.441
1.00	.00	7.0	.0	12.1	-42.6	1712.5	.0	.0	22.81	51.87	.440 BASE

DISPLACEMENTS

ELEV X, ft	DEFLECTION feet			ROTATION, degrees			MicroW Allow	
	X	Y	Z	X	Y	Z		
179.00	.00	6.59	-.17	6.59<	3.68%>	-4.17	.00	4.17

SABRE COMMUNICATIONS CORP	JOB: 10-01135	18-Jan-10 09:50
2101 Murray Street	AMERICAN TOWER INC.	Ph 712.258.6690
Sioux City, IA 51101	Longbow, KY	Fx 712.258.8250

SHAPE: 18 SIDED POLYGON with FLAT-FLAT ORIENTATION
 BOLTS: QUADRANT SPACED BOLTS 6.00 in. ON CENTER
 LOCATE:

POLE DATA

DIAMETER = 56.09 in.	BASE	AXIAL FORCE= -43.3 kips	Vert
PLATE = .3750 in.	ACTIONS	SHEAR X = 17.3 kips	Long
TAPER = .2170 in/ft		SHEAR Y = 21.0 kips	Tran
POLE Fy = 65.00 ksi		X-AXIS MOM = 2709.0 ft-kips	Tran
		Y-AXIS MOM = 2709.0 ft-kips	Long
		Z-AXIS MOM = .0 ft-kips	Vert

DESIGN CASE = 1 Max Wind

Design: ANY Orientation Reactions at 45.00 deg to X-AXIS

BOLT LOADS

	AXIAL - COMPRESSION	= 186.62 kips	
	AXIAL - TENSION	= 181.22 kips	
	SHEAR	= 2.39 kips	
AXIAL	STRESS	= 57.42 ksi	
SHEAR	STRESS	= .78 ksi	
YIELD	STRENGTH Fy	= 75.00 ksi	
ULT.	STRENGTH Fu	= 100.00 ksi	CSR
ALLOW	STRESS Fa [.60 x 1.33]	= 59.85 ksi	.960 EIA-F
	TENSION AREA REQUIRED	= 3.12 in^2	
	TENSION AREA FURNISHED	= 3.25 in^2	
	ROOT AREA FURNISHED	= 3.07 in^2	

A615 ::: ANCHOR BOLT DESIGN USED

16 Bolts on a	62.500 in. Bolt Circle	SHIP
2.250 in. Diameter	67.13 in. Embedded	(lbs)
12.00 in. Exposed	84.00 in. Total Length	2185

CONCRETE - Fc= 4000 psi

ANCHOR BOLTS are STRAIGHT w\ UPLIFT NUT

BASE PLATE

[Bend Model: Flat- 17]
 YIELD STRENGTH = 50.0 ksi
 BEND LINE WIDTH = 30.3 in.
 PLATE MOMENT = 1720.0 in-k
 THICKNESS REQD = 2.921 in.
 BENDING STRESS = 37.8 ksi
 ALLOWABLE STRESS = 39.9 ksi
 [Fy x .60 x 1.33]

BASE PLATE USED

3.00 in.	THICK	SHIP
61.00 in.	SQUARE	(lbs)
43.75 in.	CENTER HOLE	1558
12.00 in.	CORNER CLIP	

LOAD CASE SUMMARY

LC	FORCES- (kips)			MOMENTS- (ft-k)			ABolt-Str		Plate-Str		Design Code
	Axial	ShearX	ShearY	X-axis	Y-axis	TorQ	CSR	ksi	ksi	ksi	
1	43.3	17.3	21.0	2436	2956	0	.960	59.85	37.84	39.90	EIA-F
2	47.8	13.9	16.8	1994	2419	0	.789	59.85	31.13	39.90	EIA-F
3	42.6	7.7	9.4	1089	1321	0	.436	59.85	17.21	39.90	EIA-F

AMERICAN TOWER[®]

CORPORATION

8505 FREEPORT PARKWAY
 SUITE 135
 IRVING, TX 75063
 PHONE: (972) 999-8900 / FAX: (972) 999-8940

273937 - LONGBOW KY, KY

PROJECT DESCRIPTION:

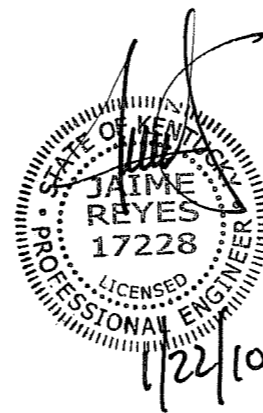
FOUNDATION DESIGN FOR A 180' "SABRE" MONOPOLE.

AS-BUILT SIGN-OFF

DESCRIPTION	SIGNATURE	DATE
CONTRACTOR NAME		
CONTRACTOR REPRESENTATIVE (PRINT NAME)		
CONTRACTOR REPRESENTATIVE (SIGNATURE)		
REDEVELOPMENT P.M. (PRINT NAME)		
REDEVELOPMENT P.M. (SIGNATURE)		

PROJECT SUMMARY

CUSTOMER: OPERATIONS STRUCTURAL
 SITE NUMBER: 273937
 SITE NAME: LONGBOW KY, KY
 SITE ADDRESS: 2755 PRINCETON ROAD
 HOPKINSVILLE, KY 42240
 PROPERTY OWNER: AMERICAN TOWER CORPORATION
 ATC JOB NUMBER: 44511971
 DATE: 1/21/10
 REVISION: 0



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the state of Kentucky.

DRAWING INDEX

DRAWING NUMBER	DRAWING TITLE	REVISION
BOM	BILL OF MATERIALS (1 PAGE)	0
IGN	IBC GENERAL NOTES	0
A-1	PIER AND PAD FOUNDATION DETAILS	0
A-2	BAR LIST FOR REINFORCING STEEL AND GENERAL NOTES	0

GENERAL

1. ALL METHODS, MATERIALS AND WORKMANSHIP SHALL FOLLOW THE DICTATES OF GOOD CONSTRUCTION PRACTICE.
2. ALL WORK INDICATED ON THESE DRAWINGS SHALL BE PERFORMED BY QUALIFIED CONTRACTORS EXPERIENCED IN TOWER AND FOUNDATION CONSTRUCTION.
3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD IMMEDIATELY OF ANY INSTALLATION INTERFERENCES. ALL NEW WORK SHALL ACCOMMODATE EXISTING CONDITIONS. DETAILS NOT SPECIFICALLY SHOWN ON THE DRAWINGS SHALL FOLLOW SIMILAR DETAILS FOR THIS JOB.
4. ANY SUBSTITUTIONS MUST CONFORM TO THE REQUIREMENTS OF THESE NOTES AND SPECIFICATIONS, AND SHOULD BE SIMILAR TO THOSE SHOWN. ALL SUBSTITUTIONS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
5. ANY MANUFACTURED DESIGN ELEMENTS MUST CONFORM TO THE REQUIREMENTS OF THESE NOTES AND SPECIFICATIONS AND SHOULD BE SIMILAR TO THOSE SHOWN. THESE DESIGN ELEMENTS MUST BE STAMPED BY AN ENGINEER PROFESSIONALLY REGISTERED IN THE STATE OF THE PROJECT, AND SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL PRIOR TO FABRICATION.
6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH LOCAL CODES AND OSHA SAFETY REGULATIONS.
7. THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND EXECUTION OF ALL MISCELLANEOUS SHORING, BRACING, TEMPORARY SUPPORTS, ETC. NECESSARY TO PROVIDE A COMPLETE AND STABLE STRUCTURE AS SHOWN ON THESE DRAWINGS.
8. CONTRACTOR'S PROPOSED INSTALLATION SHALL NOT INTERFERE, NOR DENY ACCESS TO, ANY EXISTING OPERATIONAL AND SAFETY EQUIPMENT.
- 9.) FIELD CUT EDGES, EXCEPT DRILLED HOLES, SHALL BE GROUND SMOOTH.
- 10.) ALL FIELD CUT SURFACES SHALL BE REPAIRED WITH ZRC GALVALITE COLD GALVANIZING COMPOUND PER ASTM A780 AND MANUFACTURER'S RECOMMENDATIONS.

APPLICABLE CODES AND STANDARDS

1. ANSII/A/EIA: STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES, 222-F EDITION.
2. KENTUCKY BUILDING CODE 2007 AND 2006 INTERNATIONAL BUILDING CODE
3. ACI 318: AMERICAN CONCRETE INSTITUTE, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, 318-05
4. CRSI: CONCRETE REINFORCING STEEL INSTITUTE, MANUAL OF STANDARD PRACTICE, LATEST EDITION.
5. AISC: AMERICAN INSTITUTE OF STEEL CONSTRUCTION, MANUAL OF STEEL CONSTRUCTION, LATEST EDITION.
6. STRUCTURAL CONNECTIONS TO BE ASSEMBLED AND INSPECTED IN ACCORDANCE WITH RCSC-2004 (SPECIFICATIONS FOR STRUCTURAL JOINTS USING ASTM A325 OR ASTM A490 BOLTS).
7. AWS: AMERICAN WELDING SOCIETY D1.1, STRUCTURAL WELDING CODE, LATEST EDITION.

STRUCTURAL STEEL

1. ALL DETAILING, FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AISC SPECIFICATIONS, LATEST EDITION.
2. ALL EXPOSED STRUCTURAL STEEL MEMBERS SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION PER ASTM A123. EXPOSED STEEL HARDWARE AND ANCHOR BOLTS SHALL BE GALVANIZED PER ASTM A153 OR B695.
3. ALL U-BOLTS SHALL BE ASTM A307 OR EQUIVALENT, WITH LOCKING DEVICE, UNLESS NOTED OTHERWISE.

WELDING

1. ALL WELDING TO BE PERFORMED BY AWS CERTIFIED WELDERS AND CONDUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AWS WELDING CODE D1.1.
2. ALL ELECTRODES TO BE LOW HYDROGEN, MATCHING FILLER METAL, PER AWS D1.1, U.N.O.
3. MINIMUM WELD SIZE TO BE 0.1875 INCH FILLET WELDS, UNLESS NOTED OTHERWISE.
4. PRIOR TO FIELD WELDING GALVANIZED MATERIAL, CONTRACTOR SHALL GRIND OFF GALVANIZING 1/2" BEYOND ALL FIELD WELD SURFACES. AFTER WELD AND WELD INSPECTION IS COMPLETE, REPAIR ALL GROUND AND WELDED SURFACES WITH ZRC GALVALITE COLD GALVANIZING COMPOUND PER ASTM A780 AND MANUFACTURER'S RECOMMENDATIONS.

PAINT

1. AS REQUIRED, CLEAN AND PAINT PROPOSED STEEL ACCORDING TO FAA ADVISORY CIRCULAR AC 70/7460-1K.

BOLT TIGHTENING PROCEDURE

1. TIGHTEN FLANGE BOLTS BY AISC - "TURN OF THE NUT" METHOD, USING THE CHART BELOW:

BOLT LENGTHS UP TO AND INCLUDING FOUR DIA.		
3/4"	BOLTS UP TO AND INCLUDING 4.0 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
7/8"	BOLTS UP TO AND INCLUDING 3.5 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1"	BOLTS UP TO AND INCLUDING 4.0 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1-1/8"	BOLTS UP TO AND INCLUDING 4.5 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1-1/4"	BOLTS UP TO AND INCLUDING 5.0 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1-1/2"	BOLTS UP TO AND INCLUDING 6.0 INCH LENGTH	+1/3 TURN BEYOND SNUG TIGHT

BOLT LENGTHS OVER FOUR DIA. BUT NOT EXCEEDING 8 DIA.		
3/4"	BOLTS 4.25 TO 6.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
7/8"	BOLTS 3.75 TO 7.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1"	BOLTS 4.25 TO 8.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1-1/8"	BOLTS 4.75 TO 9.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1-1/4"	BOLTS 5.25 TO 10.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1-1/2"	BOLTS 6.25 TO 12.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT

2. SPLICE BOLTS SUBJECT TO DIRECT TENSION SHALL BE INSTALLED AND TIGHTENED AS PER SECTION 8(d)(1) OF THE AISC SPECIFICATION FOR STRUCTURAL JOINTS USING A325 OR A490 BOLTS, LOCATED IN THE AISC MANUAL OF STEEL CONSTRUCTION. THE INSTALLATION PROCEDURE IS PARAPHRASED AS FOLLOWS:


"FASTENERS SHALL BE INSTALLED IN PROPERLY ALIGNED HOLES AND TIGHTENED BY ONE OF THE METHODS DESCRIBED IN SUBSECTION 8(d)(1) THROUGH 8(d)(4).

8(d)(1) TURN-OF-THE-NUT TIGHTENING
 BOLTS SHALL BE INSTALLED IN ALL HOLES OF THE CONNECTION AND BROUGHT TO A SNUG TIGHT CONDITION AS DEFINED IN SECTION 8 (c), UNTIL ALL THE BOLTS ARE SIMULTANEOUSLY SNUG TIGHT AND THE CONNECTION IS FULLY COMPACTED. FOLLOWING THIS INITIAL OPERATION ALL BOLTS IN THE CONNECTION SHALL BE TIGHTENED FURTHER BY THE APPLICABLE AMOUNT OF ROTATION SPECIFIED ABOVE. DURING THE TIGHTENING OPERATION THERE SHALL BE NO ROTATION OF THE PART NOT TURNED BY THE WRENCH. TIGHTENING SHALL PROGRESS SYSTEMATICALLY.

3. ALL OTHER BOLTED CONNECTIONS SHALL BE BROUGHT TO A SNUG TIGHT CONDITION AS DEFINED IN SECTION 8 (c) OF THE SPECIFICATION.

SPECIAL INSPECTION

1. A QUALIFIED INDEPENDENT TESTING LABORATORY, EMPLOYED BY THE OWNER, SHALL PERFORM INSPECTION AND TESTING IN ACCORDANCE WITH KENTUCKY BUILDING CODE 2007 AND IBC 2006, SECTION 1704 AS REQUIRED BY PROJECT SPECIFICATIONS FOR THE FOLLOWING CONSTRUCTION WORK:
 a) STRUCTURAL WELDING
 b) HIGH STRENGTH BOLTS
2. THE INSPECTION AGENCY SHALL SUBMIT INSPECTION AND TEST REPORTS TO THE BUILDING DEPARTMENT, THE ENGINEER OF RECORD, AND THE OWNER IN ACCORDANCE WITH KENTUCKY BUILDING CODE 2007 AND IBC 2006, SECTION 1704. UNLESS THE FABRICATOR IS APPROVED BY THE BUILDING OFFICIAL TO PERFORM SUCH WORK WITHOUT THE SPECIAL INSPECTIONS.

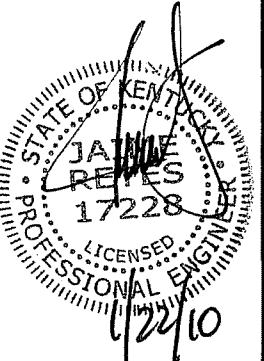


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REV.	DESCRIPTION	BY	DATE
△	FIRST ISSUE	JL	1/21/10
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△			

SITE NUMBER:
273937
 SITE NAME:
Longbow KY, KY
 SITE ADDRESS:
 2755 PRINCETON ROAD
 HOPKINSVILLE, KY 42240

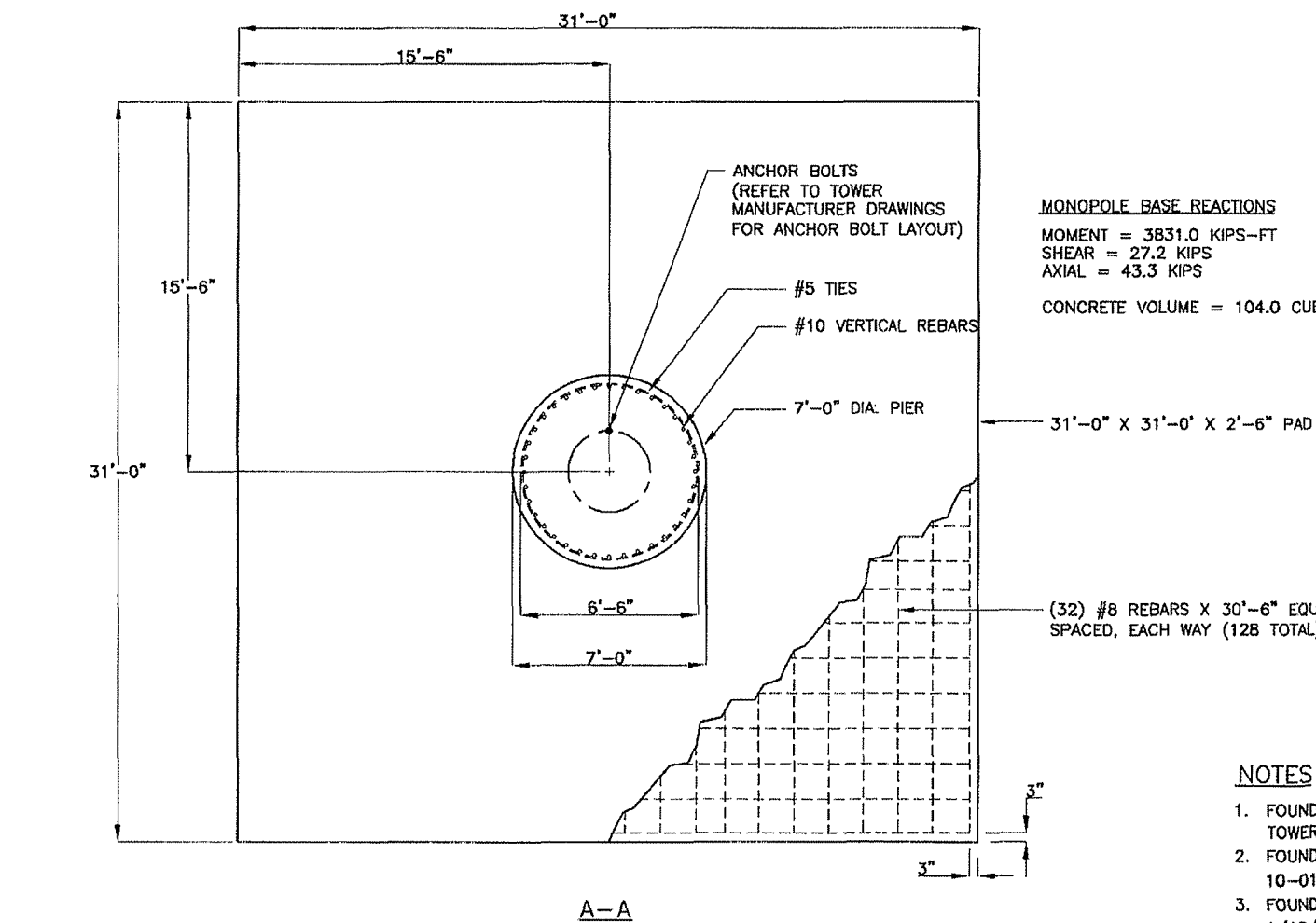
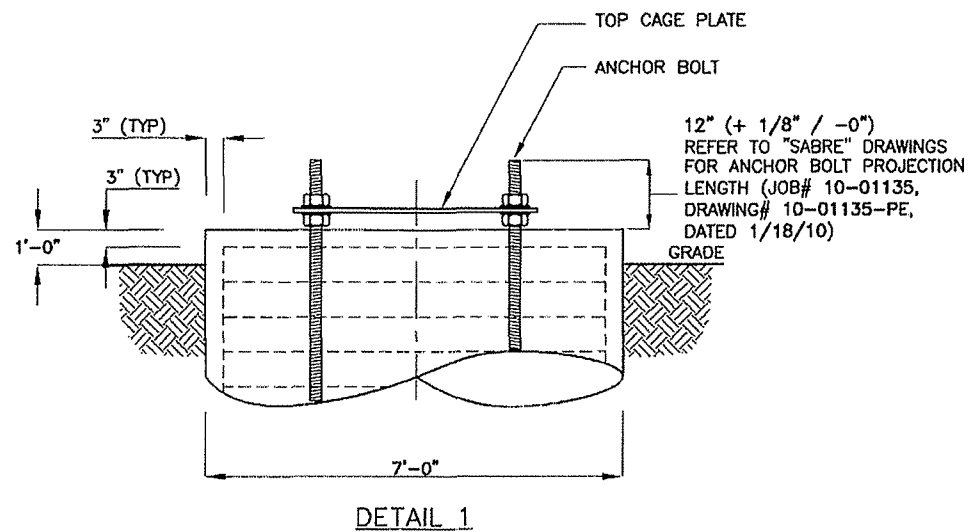
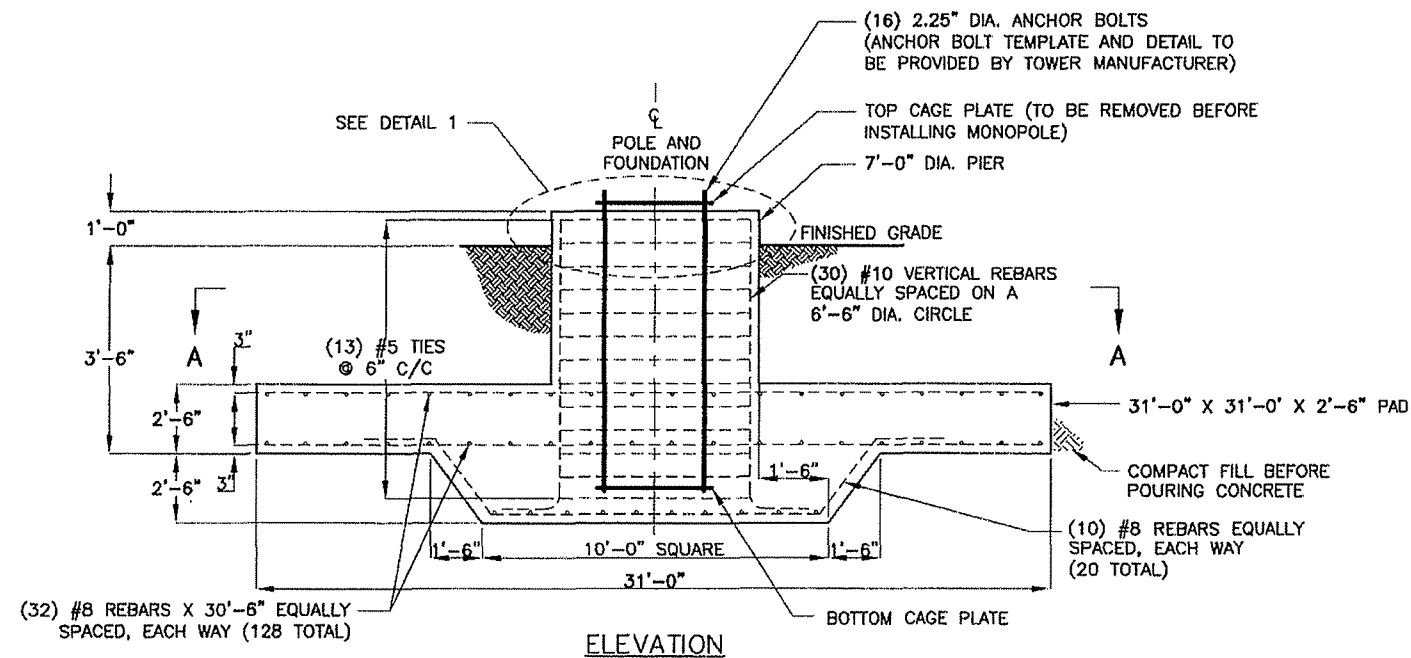


STATE OF KENTUCKY
 JAIMIE REYES
 17228
 LICENSED PROFESSIONAL ENGINEER
 1/24/10

DRAWN BY:	JL
CHECKED BY:	HMA
APPROVED BY:	AS
DATE DRAWN:	1/21/10
ATC JOB NO:	44511971

SHEET TITLE:
IBC GENERAL NOTES

SHEET NUMBER:	REV #:
IGN	0



MONOPOLE BASE REACTIONS
 MOMENT = 3831.0 KIPS-FT
 SHEAR = 27.2 KIPS
 AXIAL = 43.3 KIPS
 CONCRETE VOLUME = 104.0 CUBIC YARDS

NOTES

1. FOUNDATION DESIGNED FOR A "SABRE" 180' MONOPOLE (JOB# 10-01135, DRAWING# 10-01135-PE, DATED 1/18/10). REFERENCE TOWER MANUFACTURER DRAWINGS FOR ANCHOR BOLT INSTALLATION REQUIREMENTS.
2. FOUNDATION DESIGN REACTIONS WERE OBTAINED FROM TOWER MANUFACTURER DESIGN DRAWINGS (JOB# 10-01135, DRAWING# 10-01135-PE, DATED 1/18/10).
3. FOUNDATION DESIGN WAS BASED ON SOIL REPORT PROVIDED BY "TERRACON CONSULTANTS, INC." WITH PROJECT# 18107302, DATED 1/15/10. REFERENCE THE SOIL REPORT FOR ADDITIONAL CONSIDERATIONS AND REQUIREMENTS.
4. DUE TO THE PRESENCE OF BED ROCK (RQD = 82%) AT APPROX. 3.5' BELOW THE GRADE SURFACE, THE USE OF HEAVY TOOLS, EQUIPMENT OR ROCK BITS WILL BE REQUIRED IN CONSTRUCTIONS.
5. CONCRETE SLUMP: 2"~4"
6. FOUNDATION BASE SHOULD REST ON FIRM AND LEVELED SURFACE.

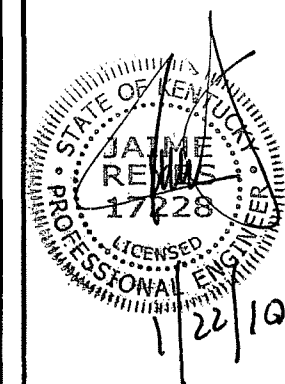


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DRAWN BY:	JL
CHECKED BY:	HMA
APPROVED BY:	AS
DATE DRAWN:	1/21/10
ATC JOB NO:	44511971

SHEET TITLE:
**PIER AND PAD
 FOUNDATION
 DETAILS**

SHEET NUMBER:	REV #:
A-1	0

BAR LIST FOR REINFORCING STEEL					
QTY REQ'D.	BAR SIZE	TOTAL LENGTH OF BAR	TOTAL WEIGHT (LBS)	TYPE	BENDING DIAGRAM
					DIMENSION
20	#8	20'-0"	1068	BENT	<p>A= 2'-0" B= 9'-6" C= 1'-6" D= 2'-7 3/4" E= 2'-6" RADIUS= 3"</p>
13	#5	21'-4 1/2"	290	ROUND TIE	<p>A= 6'-6" B= 1'-1"</p>
30	#10	7'-11"	1022	90° BEND VERTICAL	<p>A= 6'-3" B= 1'-11 1/4" C= 1'-5" D= 5'-9"</p>
				STIRRUP	
128	#8	30'-6"	10424	STRAIGHT	<p>A= 30'-6"</p>

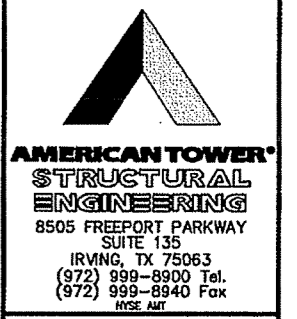
STANDARD REBAR SIZES & WEIGHTS				SPECIAL NOTES	STANDARD REBAR HOOK LENGTHS	
BAR NO	LBS PER FT.	DIA. INCHES	GRADE		90° HOOK	135° HOOKS
3	.3735	.375	40		5"	8"
4	.6576	.500			7"	10"
5	1.043	.625			9"	--
6	1.502	.750			10"	--
7	2.045	.875			1'-0"	--
8	2.670	1.000	60		1'-2"	--
9	3.400	1.128			1'-4"	--
10	4.303	1.270			1'-5"	--
11	4.303	1.270			1'-5"	--

GENERAL FOUNDATION CONSTRUCTION NOTES

- ALL REBAR (HORIZONTAL & VERTICAL) SHALL BE SECURELY WIRE TIED TO PREVENT DISPLACEMENT DURING POURING OF CONCRETE.
- CONCRETE TO HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS.
- REINFORCED CONCRETE CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH ACI STANDARDS 318.
- MINIMUM CONCRETE COVER OVER REBAR IS 3".
- BACKFILL SHALL BE SELECTED MATERIAL, WELL COMPACTED IN LAYERS NOT EXCEEDING 12".
- BACKFILL SHALL BE PLACED SO AS TO PREVENT ACCUMULATION OF WATER AROUND THE FOUNDATION.
- REINFORCING MATERIAL SHALL BE IN ACCORDANCE WITH ASTM SPECIFICATION A615-85.
- ALL REBAR TO BE GRADE 60 (UNLESS NOTED).

FOUNDATION AND ANCHOR TOLERANCES

- VERTICAL EMBEDMENTS OUT OF PLUMB: 1.0 DEGREE.
- FOUNDATION OUT OF PLUMB: 1.0 DEGREE.
- DEPTH OF FOUNDATION: PLUS 3" (76mm) OR MINUS 0".
- PROJECTIONS OF EMBEDMENTS: PLUS OR MINUS 1/4" (6mm).
- CONCRETE DIMENSIONS: PLUS OR MINUS 1" (25mm).
- REINFORCING STEEL PLACEMENT: PLUS OR MINUS 1/2" INCLUDING CONCRETE COVER.

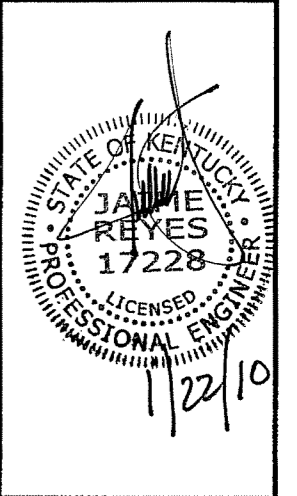


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DRAWN BY:	JL
CHECKED BY:	HMA
APPROVED BY:	AS
DATE DRAWN:	1/21/10
ATC JOB NO:	44511971

SHEET TITLE:
**BAR LIST FOR
REINFORCING
STEEL AND
GENERAL NOTES**

SHEET NUMBER:	REV #:
A-2	0

Exhibit E



January 15, 2010

Nsoro MasTec, LLC
520 Airpark Center Drive
Nashville, Tennessee 37217

Attention: Mr. Frank E. McGonagill, III

Regarding: Geotechnical Engineering Report
Proposed 180' Monopole Tower
Site Name: Longbow
Site Number: 083G0235
Hopkinsville, Kentucky
Terracon Project No. 18107302

Dear Mr. McGonagill:


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.

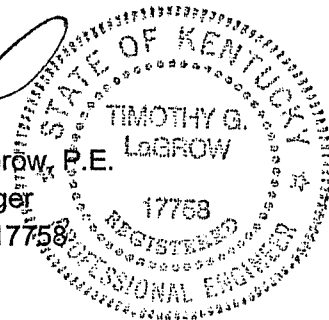
Terracon's geotechnical design parameters and recommendations within this report apply to the existing planned tower height and would apply to adjustments in the tower height, up to a 20% increase or decrease in height, as long as the type of tower does not change. If changes in the height of the tower 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.


J. Samuel Vance, P.E.
Geotechnical Manager


Timothy G. LaGrow, P.E.
Regional Manager
Kentucky PE#-17758



Copies
Addressee: 1 hard copy and pdf

Terracon Consultants, Inc. 5217 Linbar Drive, Suite 309 Nashville, TN 37211-1018
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APPENDIX

- Boring Location Plan
- Boring Log
- Field Exploration and Laboratory Testing
- General Notes
- Unified Soil Classification
- General Notes - Sedimentary Rock Classification

GEOTECHNICAL ENGINEERING REPORT
PROPOSED 180' MONOPOLE TOWER
Longbow Tower - #083G0235
HOPKINSVILLE, CHRISTIAN COUNTY, KENTUCKY
Terracon Project No. 18107302
January 15, 2010

1.0 PROJECT INFORMATION

1.1 Project Description

ITEM	DESCRIPTION
Site layout	See Appendix A, Figure 1, Boring Location Diagram
Site Dimensions	About 100 feet by 100 feet
Tower	Monopole, 180 feet tall
Maximum loads	Vertical: 40 kips (assumed) Shear: 30 kips (assumed) Moment: 3,600 kip-ft (assumed)
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: 3/4 inch over 40 feet (assumed)
Grading	Cut: 2 feet (+/-) max (assumed) Fill: 2 feet (+/-) max (assumed)

1.2 Site Location and Description

ITEM	DESCRIPTION
Location	2755 Princeton Drive, Hopkinsville, Kentucky
Existing improvements	Undeveloped pasture
Current ground cover	Grass and weeds
Existing topography	Gently sloping, open ground with about 5 feet of topographic relief across the lease area

2.0 SUBSURFACE CONDITIONS

2.1 Geology

FORMATION ¹	DESCRIPTION
Renault Limestone	Light to medium gray limestone, fine to medium gray, thick to thin bedded, argillaceous, occasionally fossiliferous

1. According to the Kentucky Geological Survey internet database.

2.2 Typical Profile

The boring was drilled at the approximate tower location near the labeled ('center of tower') survey stake. Based on the boring results, 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	¼	Topsoil	N/A
Stratum 1	3 ½	Fat Clay	Stiff
Stratum 2	18 ½	Thin bedded limestone with shale seams	Recovery = 96% RQD = 82%

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 boring can be found on the boring log in the Appendix of this report.

2.3 Groundwater

No groundwater was encountered during the auger drilling portion of the borehole. Water was used to advance the borehole during rock coring operations. The introduction of water into the borehole precluded obtaining accurate groundwater level readings at the time of coring operations.

Fluctuations in the groundwater table can occur and perched water can develop over low permeability soil or rock strata following periods of heavy or prolonged precipitation. This possibility should be considered when developing design and construction plans and specifications for the project. Long term monitoring in cased holes or piezometers would be necessary to accurately evaluate the potential range of groundwater conditions on the site.

3.0 RECOMMENDATIONS FOR DESIGN AND CONSTRUCTION

3.1 Geotechnical Considerations

Based on the encountered subsurface conditions, a drilled pier or buried footing foundation is suitable for support of the proposed tower. The lightly loaded equipment building can be supported on shallow spread footings. Drilled pier and shallow foundation recommendations are presented in the following paragraphs.

3.2 Foundation Recommendations

3.2.1 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 ½	Ignore	Ignore	Ignore	Ignore	Ignore	Ignore	Ignore
Limestone 3 ½ – 18 ½	5,000 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/rock conditions are encountered. A total unit weight of 120 and 150 pcf can be assumed for the clay and limestone bedrock, respectively.
2. The parameters have been reduced to take into account the shallow overburden. 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 above indicated cohesion, friction angle, lateral subgrade modulus and strain values have no factors of safety, and the allowable skin friction and the passive resistances have a factor of safety of about 2. The cohesion, internal friction angle, 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 bedrock. Furthermore, it is assumed that the rock socket is developed using coring rather than blasting techniques. The allowable end bearing pressure provided in the table has an approximate factor of safety of at least 3. If the drilled pier is designed using the above parameters and bears within the limestone bedrock, settlements are not anticipated to exceed ½ inch.

Geotechnical Engineering Report

Proposed 180' Monopole Telecommunication Tower ■ Hopkinsville, Kentucky
January 15, 2010 ■ Terracon Project Number 18107302



The upper 3 ½ feet of lean clay should be ignored due to the potential affects of frost action and construction disturbance. To avoid a reduction in lateral and uplift resistance caused by variable bedrock depths and bedrock quality, it is recommended that a minimum pier length and minimum competent rock socket length be stated on the design drawings. Competent rock was encountered in our boring below a depth of about 3 ½ feet, but could vary if the tower is moved from the location of our boring, or if significant grade changes occur at the site. If the tower center is moved more than 25 feet, our office should be notified to review our recommendations and determine whether an additional boring is required. To facilitate pier length adjustments that may be necessary because of variable rock conditions, it is recommended that a Terracon representative observe the drilled pier excavation.

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

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

3.2.3 Equipment Building/Cabinet Foundations

DESCRIPTION	VALUE
Foundation Subgrade ¹	Suitable stable natural soil or low volume change engineered fill
Net allowable bearing pressure ²	1,500 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 footing subgrade prior to concrete placement.
2. Assumes any soft or unsuitable soils, if 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 footing and footings 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.

3.3 Earthwork

Site preparation should begin with removal of topsoil, 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<40 & 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 soils	CL/CH	Beneath equipment building and access road all elevations

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 or limestone screenings or granular material such as sand, gravel or crushed stone.

3.3.1 Compaction Requirements

Fill Lift Thickness	9-inches or less in loose thickness
Compaction Requirements ¹	98% of the materials standard Proctor maximum dry density (ASTM D-698)
Moisture Content – Granular Material	Workable moisture levels ²
Moisture Content – Cohesive Soil	Within the range of optimum moisture content to 3% above 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.

3.3.2 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

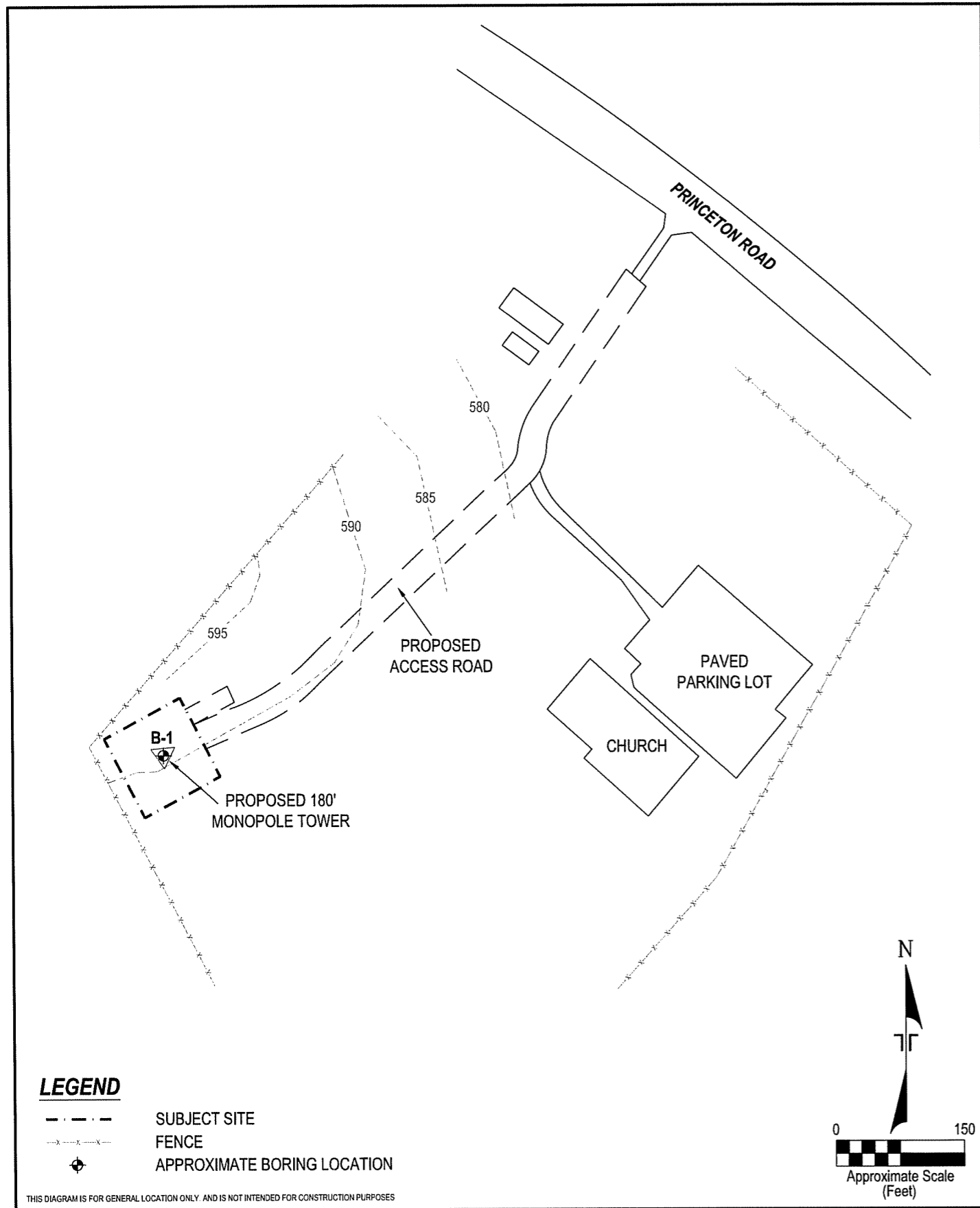
Terracon should be retained to review the final design plans and specifications so comments can be made regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. Terracon also should be retained to provide observation and testing services during 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 boring performed at the indicated location and from other information discussed in this report. This report does not reflect variations that may occur across the site, or due to the modifying effects of weather. The nature and extent of such variations may not become evident until during or after construction. If variations appear, we should be immediately notified so that further evaluation and supplemental recommendations can be provided.

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

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

APPENDIX


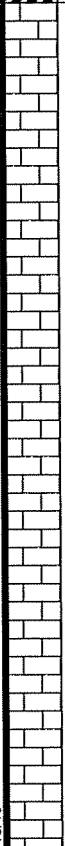


THIS DIAGRAM IS FOR GENERAL LOCATION ONLY AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Project Mngr:	SV	Project No.	18107302	Terracon Consulting Engineers and Scientists 5217 Linbar Drive, Suite 309 Nashville, TN 37211 (615) 333-6444	BORING LOCATION DIAGRAM GEOTECHNICAL ENGINEERING REPORT 180' MONOPOLE LONGBOW TOWER SITE # 083G0235 2755 PRINCETON DRIVE HOPKINSVILLE, KY	FIG. No.
Drawn By:	TLY	Scale:	AS SHOWN			A-2
Checked By:	SV/MRF	File No.	GEO18107302-A-2			
Approved By:	SV	Date:	JANUARY 2010			

LOG OF BORING NO. B-1

CLIENT	Nsoro, LLC	PROJECT	180' Monopole Tower Longbow Site
SITE	Site #083G0235 Hopkinsville, Kentucky		

GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	SAMPLES				TESTS			
			USCS SYMBOL	NUMBER	TYPE	RECOVERY, in.	SPT - N BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf
	Approx. Surface Elev.: 591 ft									
	0.2 TOPSOIL FAT CLAY , trace fine roots, brown, stiff, moist	591	CH	1	SS		10		4000*	LL=51 PL=27 PI=24
	3.5 AUGER REFUSAL LIMESTONE , slightly, & occasionally, moderately weathered, with shale seams & partings, light to medium gray, hard, thin bedded vertical fracture from 3.5 to 4.3 ft. diagonal fracture at 6.2 ft. diagonal fracture at 16 ft.	587.5	R-1	DB	96%	RQD 82%				
	18.5 CORING TERMINATED	572.5								

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

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

Terracon		BORING STARTED	1-7-10
		BORING COMPLETED	1-7-10
RIG	TST&D	FOREMAN	FJ/JG
APPROVED	SV	JOB #	18107302

BOREHOLE 99_107302.GPJ TERRACON.GDT 1/15/10

Field Exploration Description

The boring was drilled at the near the tower center as staked in the field by the owner's representative. The approximate boring location is shown on the enclosed boring location plan. The surface elevation shown on the boring log was obtained from the site plan prepared by Sharondale Surveying, Inc.

Drilling was performed using a truck mounted rotary drill rig. Hollow stem augers were initially used to advance the borehole. One soil sample was 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.

Auger refusal was encountered at a depth of about 3 ½ 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) were determined.

The "percent recovery" is the ratio of the sample length retrieved to the drilled length, expressed as a percent. An indication of the actual in-situ rock quality is provided by calculating the sample's Rock Quality Designation (RQD), which is the ratio of the cumulative length of 4-inch or longer cores (discounting mechanical breaks) to the drilled length. The percent recovery and RQD are related to rock soundness and quality as illustrated below:

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

The laboratory testing program consisted of performing water content tests and one Atterberg Limits test on the available soil sample. A calibrated hand penetrometer was used to estimate the approximate unconfined compressive strength of the sample. The calibrated hand penetrometer has been correlated with unconfined compression tests and provides a better estimate of soil consistency than visual examination alone. Information from these tests was used in conjunction with field penetration test data to evaluate soil strength in-situ, volume change potential, and soil classification. Results of these tests are provided on the boring log at the appropriate horizon.

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

<u>Unconfined Compressive Strength, Qu, psf</u>	<u>Standard Penetration or N-value (SS) Blows/Ft.</u>	<u>Consistency</u>	<u>Standard Penetration or N-value (SS) Blows/Ft.</u>	<u>Ring Sampler (RS) Blows/Ft.</u>	<u>Relative Density</u>
< 500	<2	Very Soft	0 – 3	0-6	Very Loose
500 – 1,000	2-3	Soft	4 – 9	7-18	Loose
1,001 – 2,000	4-6	Medium Stiff	10 – 29	19-58	Medium Dense
2,001 – 4,000	7-12	Stiff	30 – 49	59-98	Dense
4,001 – 8,000	13-26	Very Stiff	50+	99+	Very Dense
8,000+	26+	Hard			

RELATIVE DENSITY OF COARSE-GRAINED SOILS

RELATIVE PROPORTIONS OF SAND AND GRAVEL

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

GRAIN SIZE TERMINOLOGY

<u>Major Component of Sample</u>	<u>Particle Size</u>
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

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

PLASTICITY DESCRIPTION

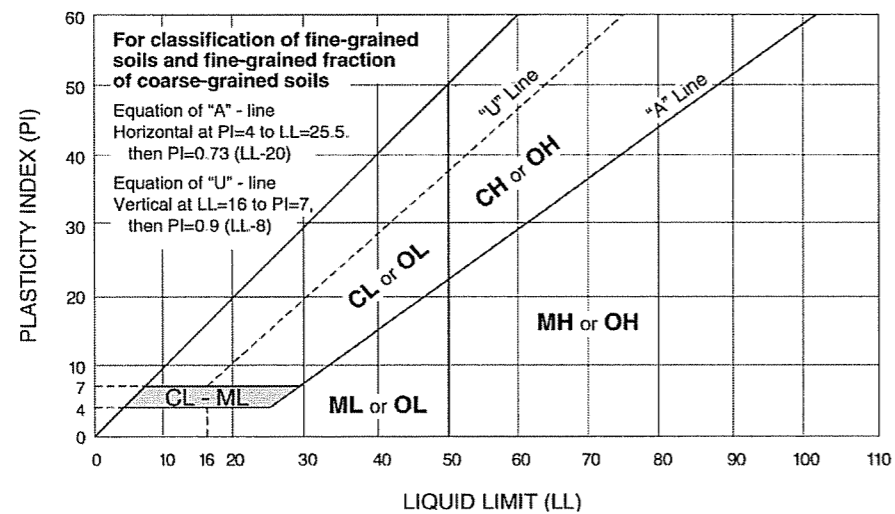
<u>Term</u>	<u>Plasticity Index</u>
Non-plastic	0
Low	1-10
Medium	11-30
High	30+

UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A			Soil Classification				
			Group Symbol	Group Name ^B			
Coarse Grained Soils: More than 50% retained on No. 200 sieve	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels: Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3$ ^E	GW	Well-graded gravel ^F		
		Gravels with Fines: More than 12% fines ^C	$Cu < 4$ and/or $1 > Cc > 3$ ^E	GP	Poorly graded gravel ^F		
			Fines classify as ML or MH	GM	Silty gravel ^{F,G,H}		
		Sands: 50% or more of coarse fraction passes No. 4 sieve	Clean Sands: Less than 5% fines ^D	$Cu \geq 6$ and $1 \leq Cc \leq 3$ ^E	SW	Well-graded sand ^I	
	$Cu < 6$ and/or $1 > Cc > 3$ ^E			SP	Poorly graded sand ^I		
	Sands with Fines: More than 12% fines ^D		Fines classify as ML or MH	SM	Silty sand ^{G,H,I}		
			Fines Classify as CL or CH	SC	Clayey sand ^{G,H,I}		
	Fine-Grained Soils: 50% or more passes the No. 200 sieve	Silts and Clays: Liquid limit less than 50	Inorganic:	$PI > 7$ and plots on or above "A" line ^J	CL	Lean clay ^{K,L,M}	
$PI < 4$ or plots below "A" line ^J				ML	Silt ^{K,L,M}		
Organic:			Liquid limit - oven dried	< 0.75	OL	Organic clay ^{K,L,M,N}	
			Liquid limit - not dried		OH	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		OH	Organic silt ^{K,L,M,Q}	
					PT	Peat	
					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 $Cu = D_{60}/D_{10}$ $Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$
^F If soil contains $\geq 15\%$ 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 $\geq 15\%$ 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 $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.
^M If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.
^N $PI \geq 4$ 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.



GENERAL NOTES

Sedimentary Rock Classification

DESCRIPTIVE ROCK CLASSIFICATION:

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

LIMESTONE	Light to dark colored, crystalline to fine-grained texture, composed of CaCO ₃ , reacts readily with HCl.
DOLOMITE	Light to dark colored, crystalline to fine-grained texture, composed of CaMg(CO ₃) ₂ , harder than limestone, reacts with HCl when powdered.
CHERT	Light to dark colored, very fine-grained texture, composed of micro-crystalline quartz (SiO ₂), brittle, breaks into angular fragments, will scratch glass.
SHALE	Very fine-grained texture, composed of consolidated silt or clay, bedded in thin layers. The unlaminated equivalent is frequently referred to as siltstone, claystone or mudstone.
SANDSTONE	Usually light colored, coarse to fine texture, composed of cemented sand size grains of quartz, feldspar, etc. Cement usually is silica but may be such minerals as calcite, iron-oxide, or some other carbonate.
CONGLOMERATE	Rounded rock fragments of variable mineralogy varying in size from near sand to boulder size but usually pebble to cobble size (1/2 inch to 6 inches). Cemented together with various cementing agents. Breccia is similar but composed of angular, fractured rock particles cemented together.

PHYSICAL PROPERTIES:

DEGREE OF WEATHERING

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

BEDDING AND JOINT CHARACTERISTICS

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

Bedding Plane A plane dividing sedimentary rocks of the same or different lithology.

Joint Fracture in rock, generally more or less vertical or transverse to bedding, along which no appreciable movement has occurred.

Seam Generally applies to bedding plane with an unspecified degree of weathering.

HARDNESS AND DEGREE OF CEMENTATION

Limestone and Dolomite:

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

Shale, Siltstone and Claystone

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

Sandstone and Conglomerate

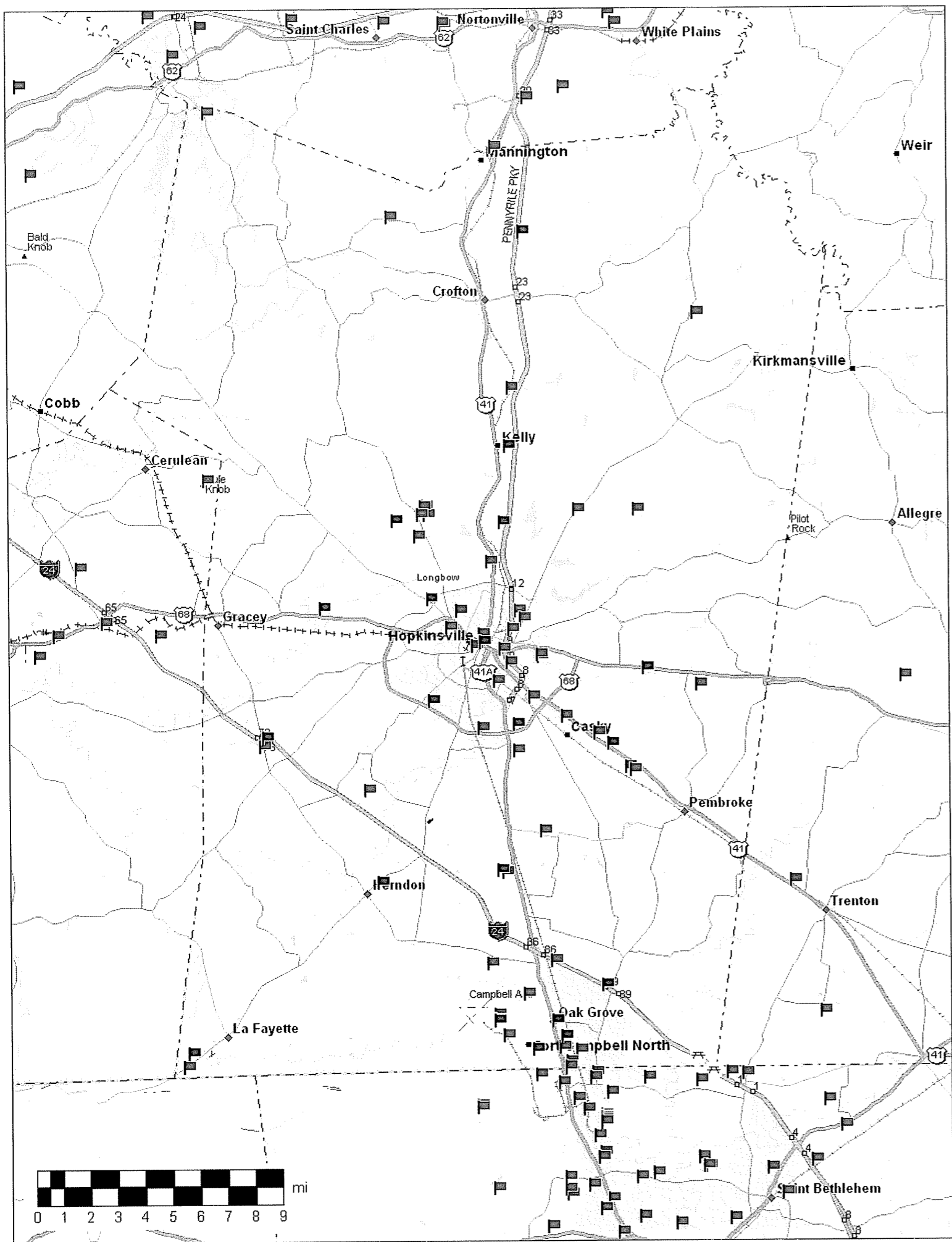
Well Cemented	Capable of scratching a knife blade.
Cemented	Can be scratched with knife.
Poorly Cemented	Can be broken apart easily with fingers.

SOLUTION AND VOID CONDITIONS

Solid	Contains no voids.
Vuggy (Pitted)	Rock having small solution pits or cavities up to 1/2 inch diameter, frequently with a mineral lining.
Porous	Containing numerous voids, pores, or other openings, which may or may not interconnect.
Cavernous	Containing cavities or caverns, sometimes quite large.

Terracon

Exhibit F



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.
2010-ASO-294-OE

Issued Date: 04/06/2010

Lottie Thompson
American Tower-Schaumburg, IL
1101 Perimeter Drive
Schaumburg, IL 60173

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

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

Structure: Antenna Tower Longbow, KY 273937
Location: Hopkinsville, KY
Latitude: 36-53-09.40N NAD 83
Longitude: 87-31-25.73W
Heights: 185 feet above ground level (AGL)
776 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)
 Within 5 days after the construction reaches its greatest height (7460-2, Part II)

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.

While the structure does not constitute a hazard to air navigation, it would be located within or near a military training area and/or route.

This determination expires on 10/06/2011 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.

Frequency Data for ASN 2010-ASO-294-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

Exhibit H

ULS License

Cellular License - KNKA576 - NEW CINGULAR WIRELESS PCS, LLC

PA This license has pending applications: 0004078789

Call Sign KNKA576 Radio Service CL - Cellular
 Status Active Auth Type Regular

Market

Market CMA209 - Clarksville-Hopkinsville, TN/KY Channel Block B
 Submarket 0 Phase 2

Dates

Grant 08/15/2006 Expiration 10/01/2016
 Effective 03/16/2010 Cancellation

Five Year Buildout Date

09/03/1992

Control Points

1 2627 Brick Church Pike, Nashville, TN
 P: (615)262-6841

Licensee

FRN 0003291192 Type Limited Liability Company

Licensee

NEW CINGULAR WIRELESS PCS, LLC
 5601 LEGACY DRIVE, MS: A-3 P: (469)229-7471
 PLANO, TX 75024 F:(469)229-7297
 ATTN FCC Group E:LG5201@ATT.COM

Contact

AT&T MOBILITY LLC
 Michael P Goggin P: (202)457-2055
 1120 20th Street, NW, Suite 1000 F:(202)457-3074
 Washington, DC 20036 E:MG7268@att.com
 ATTN Michael P. Goggin

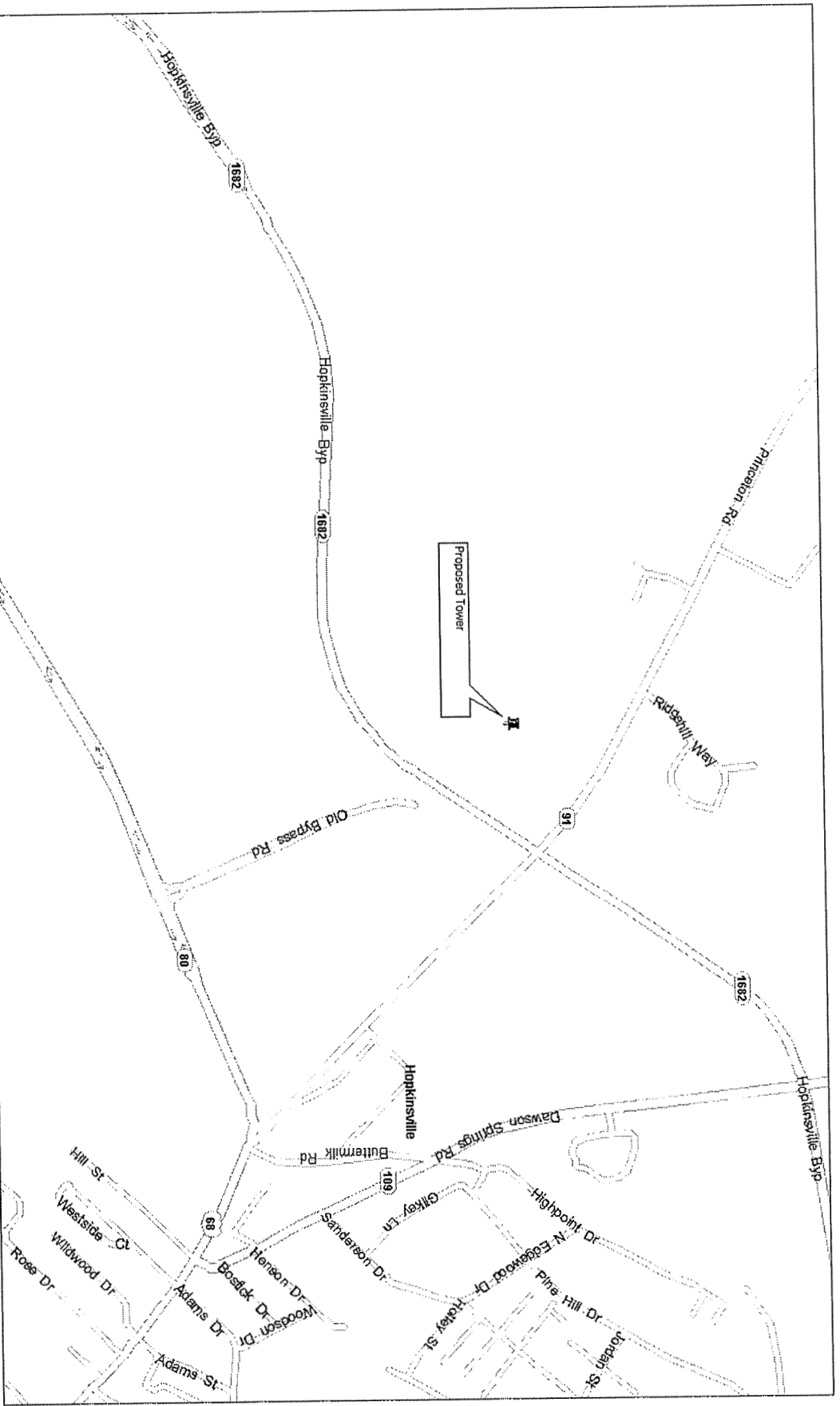
Ownership and Qualifications

Radio Service Mobile
 Type
 Regulatory Status Common Carrier Interconnected Yes

Alien Ownership

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

Exhibit I



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Directions to Site: From Hopkinsville at the intersection of W. 9th Street and S. Main Street, proceed West on W. 9th Street for approximately 0.3 miles to State Route 68 (W. 7th Street) and continue West on State Route 68 for approximately 1.3 miles to Princeton Road. Turn right on Princeton Road and proceed for approximately 1.0 miles to proposed site on left.

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

Market: SOUTH/TN-KY
Cell Site Number: 083G0235
Cell Site Name: NAS Longbow
Fixed Asset Number: 10118444

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 Northwest Baptist Church of Christian County, Inc., a Kentucky corporation, having a mailing address of 2755 Princeton Road, Hopkinsville, Kentucky 42240 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 on Princeton Rd., in the County of Christian, State of Kentucky (collectively, the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **OPTION TO LEASE.**

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

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

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

(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.

3. **TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the effective date of written notification by 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] and [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] percent over the Rent paid during the previous Term.

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

5. APPROVALS.

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

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

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

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

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

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

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

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

7. INSURANCE.

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

8. INTERFERENCE.

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

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

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

9. INDEMNIFICATION.

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

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including

reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

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

10. WARRANTIES.

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

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

11. ENVIRONMENTAL.

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

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

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

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

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Landlord acknowledges that in the event Tenant cannot access the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Paragraph 12, such failure shall be a default under this Lease. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any 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: Network Real Estate Administration
 Re: Cell Site #083G0235; Cell Site Name NAS Longbow
 Fixed Asset No: 10118444
 12555 Cingular Way, Suite 1300
 Alpharetta, GA 30004

With a copy to: Name New Cingular Wireless PCS, LLC
 Attn: Legal Department
 Re: Cell Site # 083G0235; Cell Site Name NAS Longbow
 Fixed Asset No:10118444
 1025 Lenox Park Blvd, NE
 5th Floor
 Atlanta, GA 30319-5309

With a copy to: Name AT&T Mobility
 Engineering Office

Attn: Real Estate Department
Re: Cell Site # 083G0235; Cell Site Name NAS Longbow
Fixed Asset No: 10118444
5310 Maryland Way
Brentwood, TN 37027

If to Landlord: Northwest Baptist Church
2755 Princeton Road
Hopkinsville, KY 42240

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 agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facility is completed.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or

personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

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

22. SALE OF PROPERTY/RIGHT OF FIRST REFUSAL.

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

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

then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

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

[SIGNATURES APPEAR ON THE NEXT PAGE]

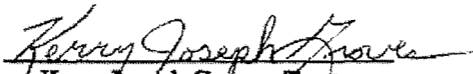
3. The portion of the land being leased to Tenant (the "Premises") is described in Exhibit 1 annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

By: 
Joseph Dale Turner, Trustee

"LANDLORD"

By: 
Kerry Joseph Groves, Trustee

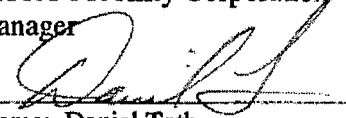
"LANDLORD"

By: 
Anthony William Borneman, Trustee

"TENANT"

New Cingular Wireless PCS, LLC,
Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 

Print Name: Daniel Toth

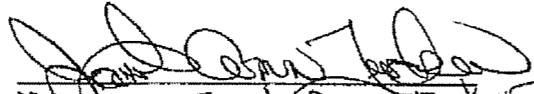
Its: Manager of Real Estate and Construction

Date: 12/10/09

LANDLORD

STATE OF Kentucky
COUNTY OF Christian

On this 1st day of December, 2009, before me personally appeared Joseph Dale Turner, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument as Trustee for Northwest Baptist Church and acknowledged that such person executed the same in such capacity as such person's free act and deed.

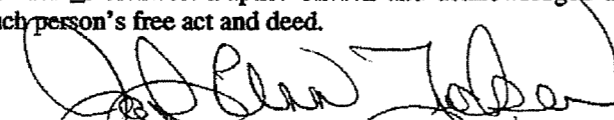

Name: Janet Ann Tucker
Notary Public

My Commission Expires: 6/17/13

[NOTARIAL SEAL]

STATE OF Kentucky
COUNTY OF Christian

On this 6th day of December, 2009, before me personally appeared Kerry Joseph Groves, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument as Trustee for Northwest Baptist Church and acknowledged that such person executed the same in such capacity as such person's free act and deed.

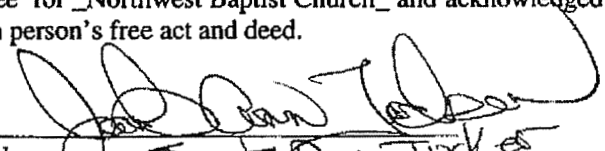

Name: Janet Ann Tucker
Notary Public

My Commission Expires: 6/17/13

[NOTARIAL SEAL]

STATE OF Kentucky
COUNTY OF Christian

On this 14th day of December, 2009, before me personally appeared Anthony William Borneman, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument as Trustee for Northwest Baptist Church and acknowledged that such person executed the same in such capacity as such person's free act and deed.


Name: Sandi Ann Tucker
Notary Public
My Commission Expires: 6/17/13


[NOTARIAL SEAL]

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON) ss

TENANT

Personally appeared before me, a Notary Public in and for the above jurisdiction, the within named Daniel Toth, with whom I am personally acquainted (or who was identified to me on the basis of satisfactory evidence), who after being first duly sworn, acknowledged that he is the Manager of Real Estate and Construction of New Cingular Wireless PCS, LLC, a Delaware limited liability company, by AT&T Mobility Corporation, its Manager, the within named bargainor, and that in such capacity, he, being authorized so to do, executed the foregoing Option and Lease Agreement for the purposes therein contained, on behalf of the said New Cingular Wireless PCS, LLC.

Witness my hand and seal, this the 10th day of DEC, 2009.


NOTARY PUBLIC
My commission expires: MAY 8, 2012

[NOTARIAL SEAL]



My Commission Expires MAY 8, 2012

EXHIBIT 1

DESCRIPTION OF PREMISES

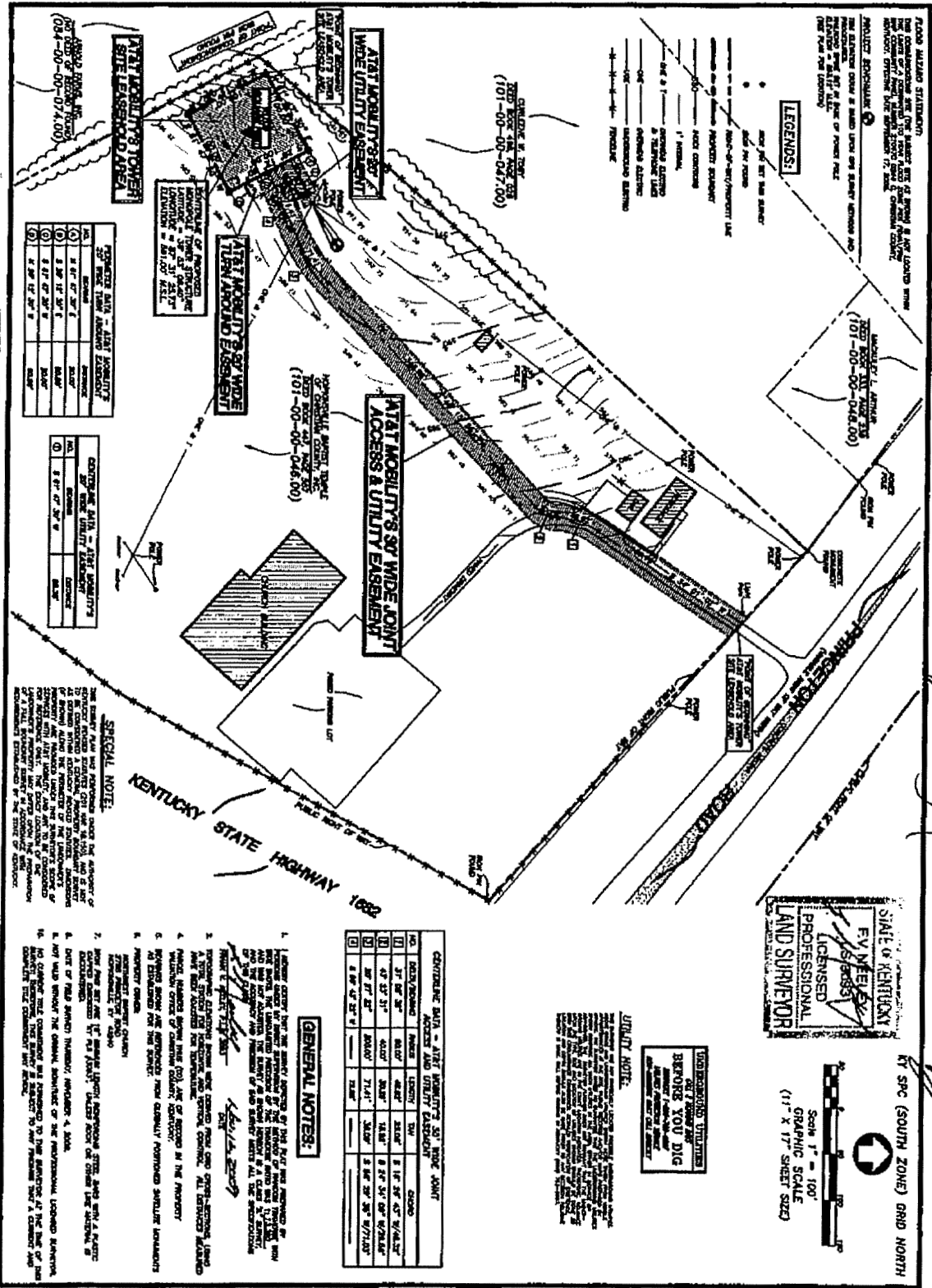
Page 1 of 3

to the Agreement dated DECEMBER 10 2009, by and between Northwest Baptist Church of Christian County, Inc., a Kentucky corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

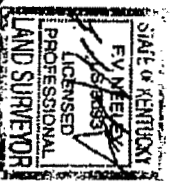
The Premises are described and/or depicted as follows:

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.



21 57 298



Scale 1" = 100'
 GRAPHIC SCALE
 (11" X 17" SHEET SIZE)

Exhibit J

LEGENDS:

- IRON PIN SET THIS SURVEY
- IRON PIN FOUND
- RIGHT-OF-WAY/PROPERTY LINE
- PROPERTY BOUNDARY

MACAULEY L. ARTHUR
DEED BOOK 333, PAGE 238
(101-00-00-048.00)
110 EAST 6TH. STREET
HOPKINSVILLE, KY 42240

ARTHUR HANCOCK, TRUSTEE
(NO DEED OF RECORD FOUND)
(101-00-00-045.00)
2760 PRINCETON ROAD
HOPKINSVILLE, KY 42240

LUCIAN A. HILL, JR.
DEED BOOK 596, PAGE 434
(101-00-00-044.00)
2750 PRINCETON ROAD
HOPKINSVILLE, KY 42240

BOBBY N. CARTER, SR.
DEED BOOK 436, PAGE 674
(084-00-00-003.00)
3150 DAWSON SPRINGS ROAD
HOPKINSVILLE, KY 42240

CURLEENE W. TOBY
DEED BOOK 496, PAGE 028
(101-00-00-047.00)
2785 PRINCETON ROAD
HOPKINSVILLE, KY 42240

LUCIAN A. HILL, JR.
DEED BOOK 469, PAGE 003
(207-00-02-001.00)
2750 PRINCETON ROAD
HOPKINSVILLE, KY 42240

**AT&T MOBILITY'S 30' WIDE JOINT
ACCESS & UTILITY EASEMENT**

**AT&T MOBILITY'S TOWER
SITE LEASEHOLD AREA**

HOPKINSVILLE BAPTIST TEMPLE
OF CHRISTIAN COUNTY, INC.
DEED BOOK 447, PAGE 587
(101-00-00-046.00)
2755 PRINCETON ROAD
HOPKINSVILLE, KY 42240

ARNOLD FARMS, INC.
(NO DEED OF RECORD FOUND)
(084-00-00-074.00)
P. O. BOX 1173
HOPKINSVILLE, KY 42241

E. WAYNE MOSLEY
DEED BOOK 535, PAGE 491
(207-00-02-001.00)
P. O. BOX 444
VIDALIA, GA 30474

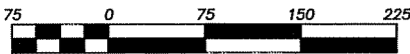
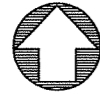
GENERAL NOTE:

PROPERTY LANDOWNER INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE CHRISTIAN COUNTY, KY, PROPERTY VALUATION ADMINISTRATION OFFICE OF FEBRUARY 24TH., 2010. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING PROPERTY OWNERSHIP FILES. THE COUNTY PROPERTY VALUATION ADMINISTRATION OFFICE EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES.

SPECIAL NOTE:

THIS PROPERTY PLAN WAS PERFORMED UNDER THE AUTHORITY OF KENTUCKY REVISED STATUTES (201 KAR 18.150), AND IS NOT TO BE CONSIDERED A GENERAL PROPERTY BOUNDARY SURVEY AS DEFINED WITHIN KENTUCKY REVISED STATUTES. DIMENSIONS (IF SHOWN) ALONG THE PERIMETER OF THE LANDOWNER'S PROPERTY ARE PROVIDED UNDER THIS SURVEYOR'S SCOPE OF SERVICES WITH AT&T MOBILITY, AND ARE TO BE CONSIDERED FOR REFERENCE ONLY. THE EXACT LOCATION OF THE LANDOWNER'S PROPERTY MAY DIFFER UPON THE PREPARATION OF A FULL BOUNDARY SURVEY IN ACCORDANCE WITH REQUIREMENTS ESTABLISHED BY THE STATE OF KENTUCKY.

KY SPC (SOUTH ZONE) GRID NORTH



Scale 1" = 150'
GRAPHIC SCALE
(11" X 17" SHEET SIZE)

STATE OF KENTUCKY
F.V. NEBLEY
11-3093
LICENSED
PROFESSIONAL
LAND SURVEYOR

REVISIONS:



SHARONDALE
SURVEYING
INC.
4205 HILLSBORO PIKE
HOBBS BUILDING SUITE 301
NASHVILLE, TN 37215
PHONE: 615-292-5770
FAX: 615-292-5770
EMAIL: sharmad@bellsouth.net

AT&T MOBILITY SITE SURVEY: KENTUCKY
"LONGBOW C" TOWER SITE
LOCATED IN: HOPKINSVILLE, CHRISTIAN COUNTY, KENTUCKY
500' RADIUS - PROPERTY OWNERSHIP PLAN MAP
PREPARED FOR AT&T MOBILITY
AT&T MOBILITY SITE NO.: 08360235

SHEET NUMBER:

1 OF 1

PROJECT NUMBER:

J.N. 29.094.30

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

Arnold Farms, Inc.
P.O. Box 1173
Hopkinsville, KY 42241

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 2755 Princeton Road, Hopkinsville, Kentucky 42240. A map showing the location is attached. The proposed facility will include a 180 foot monopole tower, plus related ground facilities.

This notice is being sent to you because the Christian 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 2010-00031 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

Macauley L. Arthur
110 East 6th Street
Hopkinsville, KY 42240

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 2755 Princeton Road, Hopkinsville, Kentucky 42240. A map showing the location is attached. The proposed facility will include a 180 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

Bobby N. Carter, Sr.
3150 Dawson Springs Road
Hopkinsville, KY 42240

Via Certified Mail Return Receipt Requested

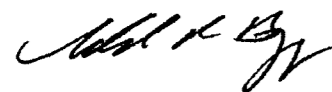
Dear Landowner:

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 2755 Princeton Road, Hopkinsville, Kentucky 42240. A map showing the location is attached. The proposed facility will include a 180 foot monopole tower, plus related ground facilities.

This notice is being sent to you because the Christian 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 2010-00031 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

Arthur Hancock, Trustee
2760 Princeton Road
Hopkinsville, KY 42240

Via Certified Mail Return Receipt Requested

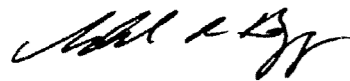
Dear Landowner:

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 2755 Princeton Road, Hopkinsville, Kentucky 42240. A map showing the location is attached. The proposed facility will include a 180 foot monopole tower, plus related ground facilities.

This notice is being sent to you because the Christian 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 2010-00031 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

Lucian A. Hill, Jr.
2750 Princeton Road
Hopkinsville, KY 42240

Via Certified Mail Return Receipt Requested

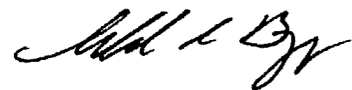
Dear Landowner:

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 2755 Princeton Road, Hopkinsville, Kentucky 42240. A map showing the location is attached. The proposed facility will include a 180 foot monopole tower, plus related ground facilities.

This notice is being sent to you because the Christian 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 2010-00031 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

E. Wayne Mosley
P.O. Box 444
Vidalia, GA 30474

Via Certified Mail Return Receipt Requested

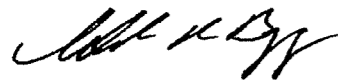
Dear Landowner:

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 2755 Princeton Road, Hopkinsville, Kentucky 42240. A map showing the location is attached. The proposed facility will include a 180 foot monopole tower, plus related ground facilities.

This notice is being sent to you because the Christian 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 2010-00031 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

Curleene W. Toby
2785 Princeton Road
Hopkinsville, KY 42240

Via Certified Mail Return Receipt Requested

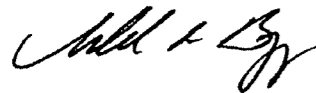
Dear Landowner:

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 2755 Princeton Road, Hopkinsville, Kentucky 42240. A map showing the location is attached. The proposed facility will include a 180 foot monopole tower, plus related ground facilities.

This notice is being sent to you because the Christian 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 2010-00031 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 Steve Tribble
Christian County Judge Executive
515 Weber Street
Hopkinsville, Kentucky 42240

**RE: Notice of Proposal to Construct Wireless Telecommunications Facility
Kentucky Public Service Commission--Case No. 2010-00031**

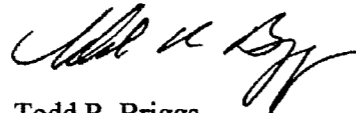
Dear Judge Tribble:

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 2755 Princeton Road, Hopkinsville, Kentucky 42240. A map showing the location is attached. The proposed facility will include a 250 foot self-support tower, plus related ground facilities.

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

Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2010-00031 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

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

Please refer to Commission's
Case #2010-00031
in your correspondence.

PUBLIC NOTICE

New Cingular Wireless PCS, LL
proposes to construct a
telecommunications

TOWER

near 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

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

Please refer to Commission's
Case #2010-00031
in your correspondence.

Exhibit M



Exhibit N



AT&T Mobility
5310 Maryland Way
Brentwood, TN 37027

www.att.com

Byron Horn
RF Design Engineer TN/KY
5310 Maryland Way
Brentwood, TN 37027
Phone: 615-221-3731

March 25, 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 Longbow site. There are no collocation opportunities available as there are no suitable structures that can accommodate our equipment located within the site's search area.

A handwritten signature in black ink, appearing to read "Byron Horn".

Byron Horn
RF Design Engineer



AT&T Mobility
5310 Maryland Way
Brentwood, TN 37027

www.att.com

Byron Horn
RF Design Engineer TN/KY
5310 Maryland Way
Brentwood, TN 37027
Phone: 615-221-3731

March 25, 2010

To Whom It May Concern:

Dear Sir or Madam:

This letter is to serve as documentation that the proposed AT&T site called Longbow, to be located in Christian County, KY at Latitude 36-52-56 North, Longitude 87-31-39 West, has been designed, and will be built and operated in accordance with all applicable FCC and FAA regulations.

A handwritten signature in cursive script that reads "Byron Horn".

Byron Horn
RF Design Engineer



AT&T Mobility
5310 Maryland Way
Brentwood, TN 37027

www.att.com

Byron Horn
RF Design Engineer TN/KY
5310 Maryland Way
Brentwood, TN 37027
Phone: 615-221-3731

March 25, 2010

To Whom It May Concern:

Dear Sir or Madam:

This letter is to state the need of the proposed AT&T site called Longbow, to be located in Christian County, KY. The Longbow site is necessary to improve coverage and eliminate interference in Christian County. This site will improve the coverage and reduce interference on Princeton Rd Hwy 90, Hopkinsville bypass, the northwest part of Hopkinsville, and the surrounding area. Our closest existing site to this area is 2.5 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 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 Christian County will experience improved reliability, better in-building coverage, and improved access to emergency 911 services.

A handwritten signature in cursive script that reads "Byron Horn".

Byron Horn
RF Design Engineer