COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF NEW CINGULAR WIRELESS PCS, LLC)
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY TO CONSTRUCT)
A WIRELESS COMMUNICATIONS FACILITY AT)CASE: **2010-00103**
M. M. MAY LANE, MARTIN)
FLOYD COUNTY, KENTUCKY, 41649)

SITE NAME: MANTON (474G0129)

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 Floyd County, Kentucky, in an area which is outside the jurisdiction of a planning commission and Applicant submits the Application to the PSC for a CPCN pursuant to KRS §§ 278.020(1), 278.650, and 278.665.

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

5. To address the above-described service needs, Applicant proposes to construct a WCF at M.M. May Lane, Martin, Kentucky 41649 (37° 33' 10.507" North Latitude, 82° 46' 36.370" West Longitude (NAD 83)), in an area entirely within Floyd County. The property in which the WCF will be located is currently owned by Merle M. and Clara Deanna May, pursuant to that Deed of record in Deed Book 373, Page 198 in the Office of the Floyd County Clerk. The proposed WCF will consist of a 290 foot self-support tower with an approximately 6-foot tall lightning arrestor attached to the top of the tower for a total height of 296 feet. The WCF will also include concrete foundations to accommodate the placement of a prefabricated equipment shelter. The WCF compound will be fenced and all access gates(s) will be secured. A detailed site development plan and survey, signed and sealed by a professional land surveyor registered in Kentucky is attached as **Exhibit B**.

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

7. A geotechnical engineering report was performed at the WCF site by Terracon Consultants, Inc., of Louisville, Kentucky dated February 25, 2010 and is attached as **Exhibit E**. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who prepared the report is included as part of the exhibit.

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

9. The Federal Aviation Administration Determination of No Hazard to Air Navigation is attached as **Exhibit G**. The Kentucky Airport Zoning Commission Approval of Application dated January 20, 2010 is also attached as **Exhibit G**.

10. The Applicant operates on frequencies licensed by the Federal Communications Commission *pursuant to applicable federal requirements.* Copies of the license(s) 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. 2100690070B dated September 5, 1984 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 Floyd 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 Floyd 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 Floyd County Judge Executive of his right to request intervention. Copy of the notice is attached as **Exhibit K**.

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

17. The site of the proposed WCF is located in a mixed use area near Martin, Kentucky.

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

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

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

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
Exhibit H	FCC Documentation
Exhibit I	Directions to Site and Copy of Lease Agreement
Exhibit J	Notification Listing and Copy of Property Owner Notifications
Exhibit K	Copy of County Judge Executive/Commissioner Notices
Exhibit L	Copy of Posted Notices
Exhibit M	Map of Search Area
Exhibit N	Miscellaneous

Exhibit A

Commonwealth of Kentucky
Trey Grayson, Secretary of State

8/6/2009

Division of Corporations
Business Filings

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

Certificate of Authorization

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

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

NEW CINGULAR WIRELESS PCS, LLC

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

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

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

Trey Grayson
Secretary of State
Commonwealth of Kentucky
84012/0481848

Delaware

The First State

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

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

Harriet Smith Windsor

Harriet Smith Windsor, Secretary

2445544 8100

040770586

AUTHENTICATION: 3434823

DATE: 10-25-04

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

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

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

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

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

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

[Signature on following page]

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

AT&T WIRELESS PCS, LLC

By: Cingular Wireless LLC, its Manager

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

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 09/07/1999
991373168 – 2445544

STATE OF DELAWARE

CERTIFICATE OF FORMATION OF

AT&T WIRELESS PCS, LLC

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

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

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

DATED this 7 day of September, 1999.

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

Mark U. Thomas, Vice President

LEGAL DESCRIPTIONS

THIS IS THE DESCRIPTION FOR AT&T, FOR AN AREA TO BE LEASED FROM A TRACT OF LAND CONVEYED TO MERLE M. AND CLARA DEANNA MAY BY DEEDS OF RECORD IN DEED BOOK 373, PAGE 198, DEED BOOK 275, PAGE 456, DEED BOOK 399, PAGE 593 AND DEED BOOK 487, PAGE 455 ALL IN THE OFFICE OF THE COUNTY CLERK OF FLOYD COUNTY, KENTUCKY AND FURTHER DESCRIBED AS FOLLOWS:

DESCRIPTION OF PROPOSED LEASE AREA AND EASEMENTS

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

COMMENCING AT A FOUND BEECH TREE AT A NORTHWEST PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO MERLE M. AND CLARA DEANNA MAY BY DEED OF RECORD IN DEED BOOK 373, PAGE 198 IN THE OFFICE OF THE COUNTY CLERK OF FLOYD COUNTY, KENTUCKY; THENCE S02°35'26"E, 192.32 FEET TO A SET REBAR #5 REBAR WITH CAP STAMPED "JOHN THOMAS #3259" (HEREAFTER REFEREED TO AS SET REBAR) AT THE POINT OF BEGINNING 1; THENCE WITH THE PROPOSED LEASE AREA THE NEXT FOUR CALLS, S88°19'49"E, 100.00 FEET TO A SET REBAR; THENCE S01°40'11W, 100.00 FEET TO A SET REBAR; THENCE N88°19'49"W, 100.00 FEET TO A SET REBAR; THENCE N01°40'11"E, 100.00 FEET TO THE POINT OF BEGINNING 1 AND CONTAINING 10,000 SQUARE FEET.

ALSO, THE RIGHT TO USE FOR ACCESS AND UTILITIES FOR THE ABOVE DESCRIBED LEASE AREA, A 30 FOOT WIDE EASEMENT THE CENTERLINE DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND BEECH TREE AT A NORTHWEST PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO MERLE M. AND CLARA DEANNA MAY BY DEED OF RECORD IN DEED BOOK 373, PAGE 198 IN THE OFFICE OF THE COUNTY CLERK OF FLOYD COUNTY, KENTUCKY; THENCE S02°35'26"E, 192.32 FEET; THENCE N01°40'11"E, 15.00 FEET TO THE POINT OF BEGINNING 2; THENCE WITH SAID EASEMENT CENTERLINE THE FOLLOWING 28 CALLS, S88°19'49"E, 42.59 FEET; THENCE N28°30'19"E, 180.96 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING OF N50°49'12"E, 113.91 FEET; THENCE N73°08'05"E, 122.29 FEET; THENCE N89°00'46"E, 105.73 FEET; THENCE N82°15'49"E, 97.45 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 22.00 FEET AND A CHORD BEARING OF N03°59'46"E, 43.67 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET AND A CHORD BEARING OF N54°51'10"W, 139.15 FEET; THENCE N36°17'31"W, 110.30 FEET; THENCE N44°37'33"W, 48.80 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 17.00 FEET AND A CHORD BEARING OF N33°03'28"E, 33.22 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET AND A CHORD BEARING OF N76°32'22"E, 67.45 FEET; THENCE N42°20'15"E, 104.09 FEET; THENCE N38°26'24"E, 91.29 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET AND A CHORD BEARING OF N55°12'02"E, 72.09 FEET; THENCE N71°57'41"E, 92.12 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CHORD BEARING OF S54°46'49"E, 56.09 FEET; THENCE S01°31'18"E, 45.14 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET AND A CHORD BEARING OF S64°14'39"E, 17.78 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 115.00 FEET AND A CHORD BEARING OF N06°27'30"E, 167.04 FEET; THENCE N38°13'02"W, 67.33 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 160.00 FEET AND A CHORD BEARING OF N55°01'17"W, 92.51 FEET; THENCE N71°48'36"W, 162.81 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 12.50 FEET AND A CHORD BEARING OF N26°43'52"E, 24.64 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 235.00 FEET AND A CHORD BEARING OF S86°24'38"E, 140.77 FEET; THENCE N74°05'02"E, 97.19 FEET; THENCE S85°23'00"E, 61.52 FEET; THENCE N85°20'27"E, 145.45 FEET TO THE TERMINATION OF SAID EASEMENT CENTERLINE IN THE EXISTING RAILROAD RIGHT OF WAY.

NOTE

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

FLOOD PLAIN CERTIFICATION

I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 2100690070B DATED SEPTEMBER 5, 1984 AND THE LEASE AREA DOES NOT APPEAR TO BE IN A FLOOD HAZARD AREA.

LAND SURVEYOR'S CERTIFICATE

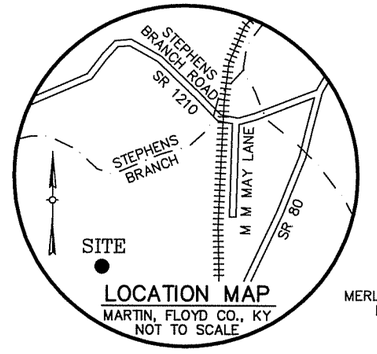
I HEREBY CERTIFY THAT THIS PLAT AND SURVEY WERE MADE UNDER MY SUPERVISION, AND THAT THE ANGULAR AND LINEAR MEASUREMENTS AS WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS MADE BY METHOD OF RANDOM TRAVERSE WITH SIDESHOTS. THE UNADJUSTED CLOSURE RATIO OF THE TRAVERSE WAS GREATER THAN 1:5,000.

JOHN M. THOMAS, PLS 3259 — DATE 9-11-09

OWNER APPROVAL: — DATE

OWNER APPROVAL: — DATE

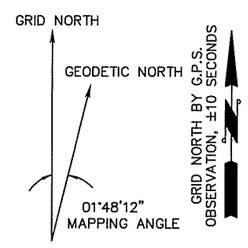
AT&T APPROVAL: — DATE



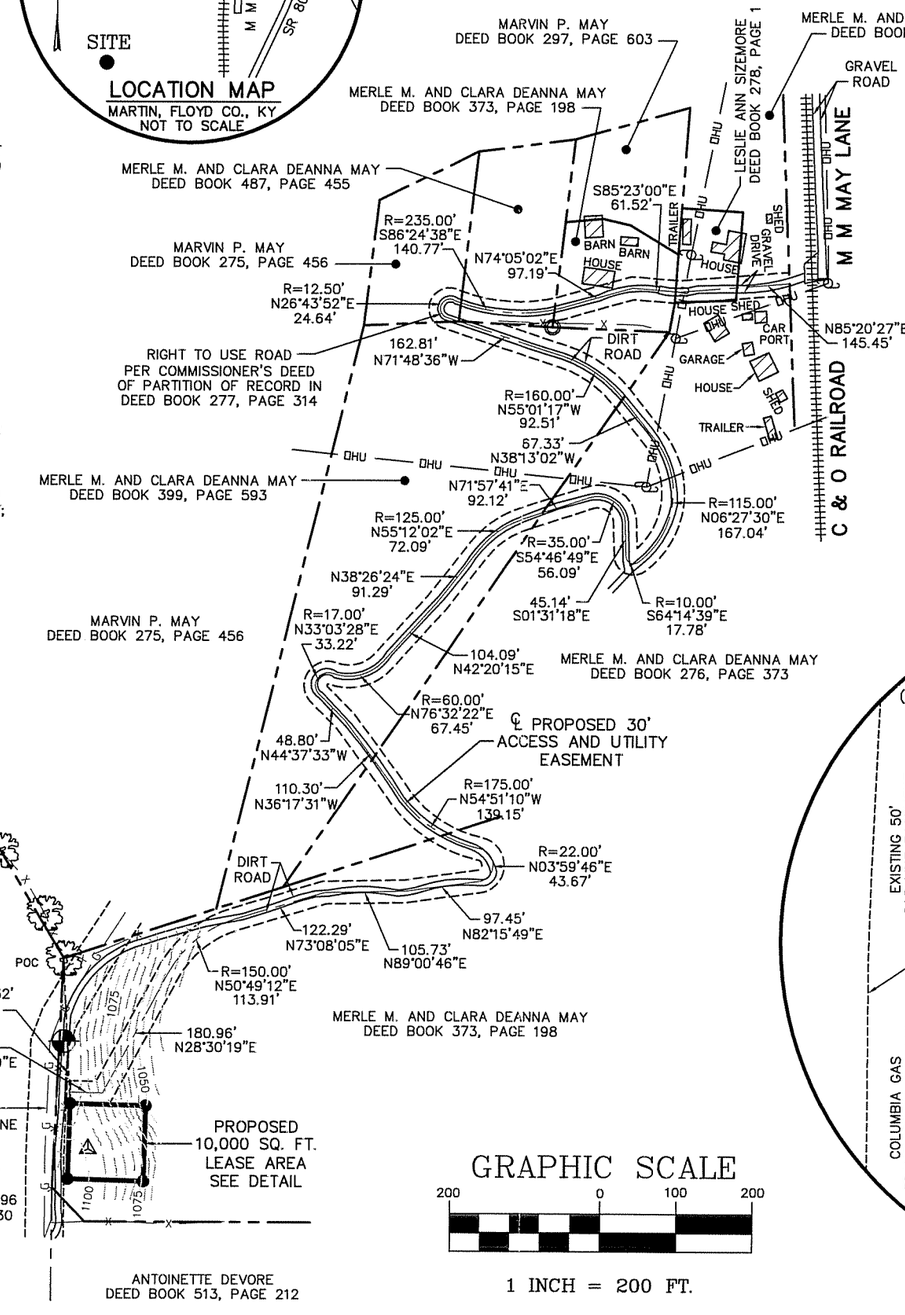
LOCATION MAP
MARTIN, FLOYD CO., KY
NOT TO SCALE

COORDINATE POINT LOCATION
PROPOSED TOWER CENTERLINE
NAD 1983
LATITUDE: 37°33'10.507"N
LONGITUDE 82°46'36.370"W
ELEVATION: 1098.82 (NAVD 88)
STATE PLANE COORDINATE
NORTHING: 2098018.18
EASTING: 2502185.91

BENCHMARK
NORTH: 2098160.42
EAST: 2502153.58
ELEVATION: 1103.72 (NAVD 88)
LOCATION: #5 REBAR WITH CAP "BTM TRAVERSE"



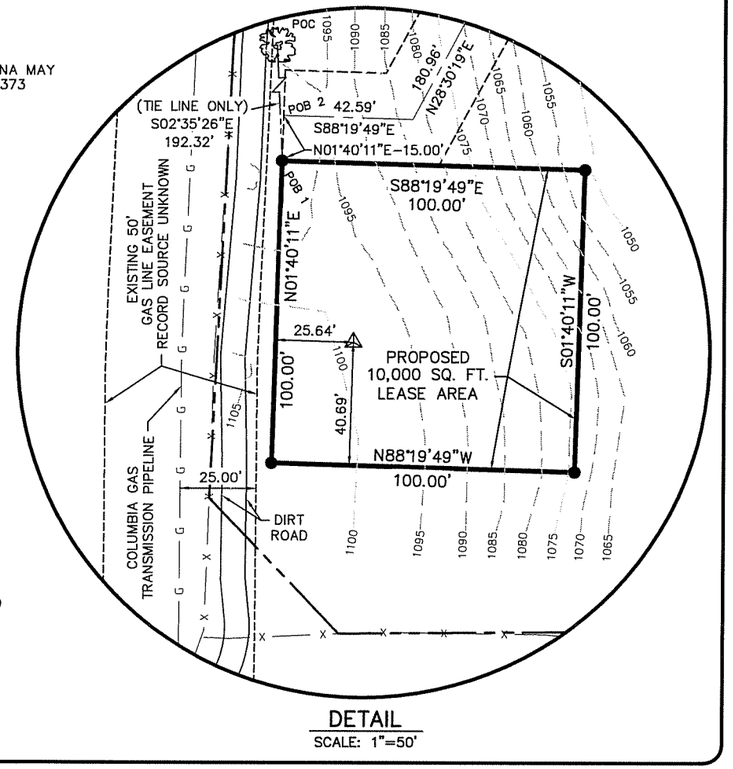
NORTH IS BASED ON GRID NORTH KENTUCKY STATE PLANE COORDINATE SYSTEM, SOUTH ZONE AND WAS DETERMINED BY COMPUTATION FROM G.P.S OBSERVATION ON AUGUST 6, 2009.



GRAPHIC SCALE
200 0 100 200
1 INCH = 200 FT.

LEGEND

- RAILROAD TRACKS
- G — G — EXISTING GAS LINE
- OHU — EXISTING OVERHEAD UTILITIES
- LEASE LINE
- APPROXIMATE PROPERTY LINE
- X — X — FENCE LINE
- UTILITY POLE
- SET #5 REBAR WITH CAP STAMPED "JOHN THOMAS #3259" UNLESS OTHERWISE NOTED
- FOUND 1" PIPE AT CORNER
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- BEECH TREE WITH FENCE



DETAIL
SCALE: 1"=50'

at&t

nsoro
It's just good business.

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

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

SITE NAME: MANTON

SITE I.D.: 474G0129

SITE ADDRESS: M M MAY LANE
MARTIN, FLOYD CO., KY 41649

LEASE AREA: 10,000 SQ. FT.

PROPERTY OWNER:
MERLE M. & CLARA DEANNA MAY
PO BOX 291
MARTIN, KY 41649

TAX MAP NUMBER: 38

PARCEL NUMBER:
38.10, 38.12, 38.9, 38.6 AND 69

SOURCE OF TITLE:
DEED BOOK 373, PAGE 198
DEED BOOK 276, PAGE 373
DEED BOOK 399, PAGE 593
DEED BOOK 487, PAGE 455

LATITUDE: 37° 33' 10.507"N
LONGITUDE: 82° 46' 36.370"W

NO.	REVISION/ISSUE	DATE
1	ISSUE	9/11/09

TITLE:
COMMUNICATIONS SITE SURVEY

SHEET:
C-2

SITE PLAN NOTES

1. THE PROPOSED DEVELOPMENT IS FOR A 290 FOOT SELF-SUPPORT TOWER AND MULTIPLE EQUIPMENT LOCATIONS. THE LOCATION IS M M MAY LN, MARTIN, KY 41649.

2. THE TOWER WILL BE ACCESSED BY A PROPOSED STABILIZED DRIVE (M M MAY LN) TO A PROPOSED GRAVEL ROAD. WATER, SANITARY SEWER, AND WASTE COLLECTIONS SERVICES ARE NOT REQUIRED FOR THE PROPOSED DEVELOPMENT.

3. CENTERLINE OF PROPOSED TOWER GEOGRAPHIC LOCATIONS:
   LATITUDE: 37° 33' 10.507"N 2098018.18 N
   LONGITUDE: 82° 46' 36.370"W 2502185.91 E

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

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

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

7. COMPOUND FINISHED SURFACE TO BE FENCED

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

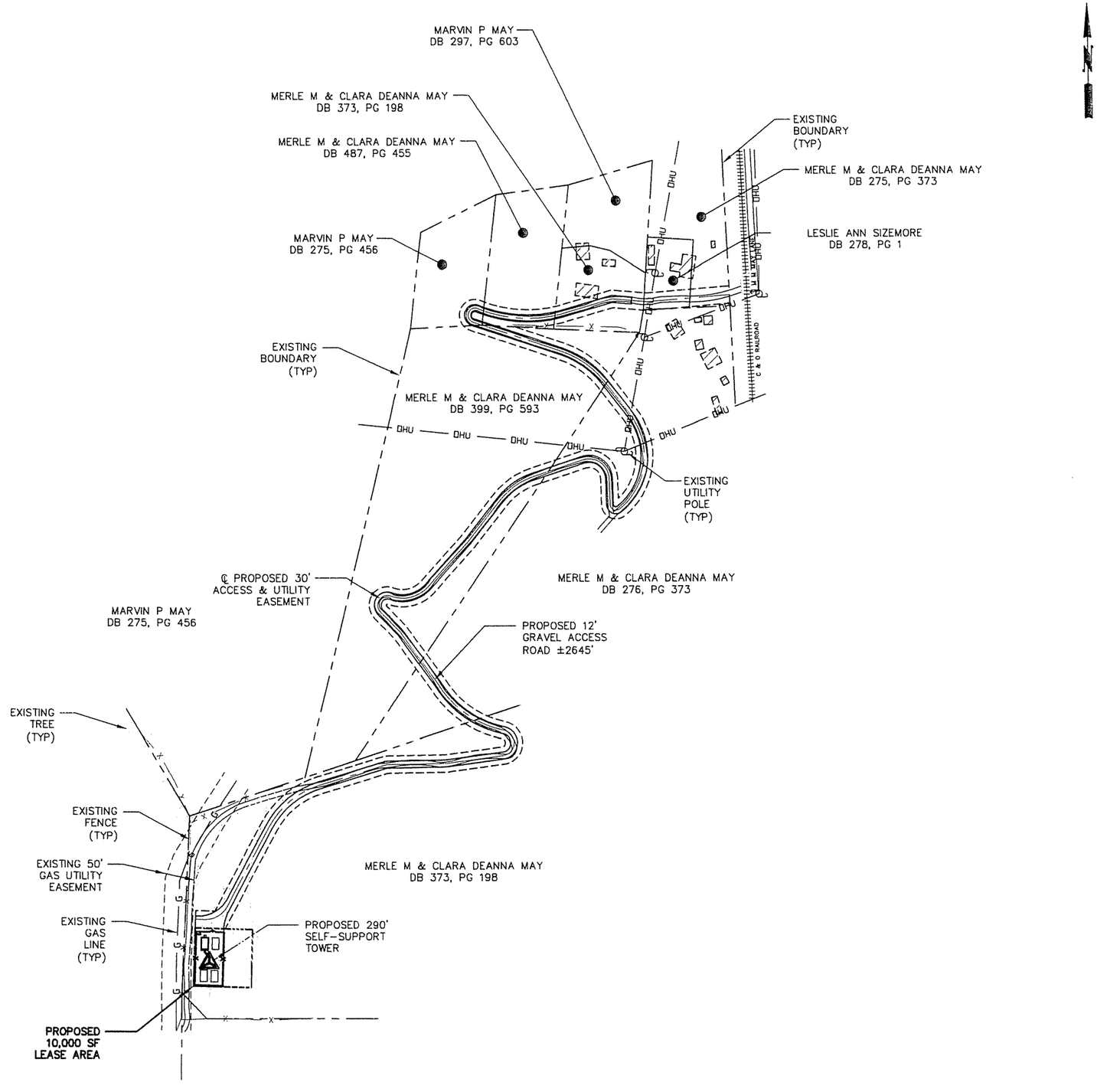
LEGEND

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

GRAPHIC SCALE

200 0 100 200

1 INCH = 200 FT.



at&t

nsoro
It's Just good business.

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

STATE OF KENTUCKY
WOODROW W MARCUM JR
13602
LICENSED
PROFESSIONAL ENGINEERS

SITE NAME: MANTON

SITE ID NUMBER: 474G0129

SITE ADDRESS: M M MAY LANE
MARTIN, KY 41649

LATITUDE: 37° 33' 10.507"N
LONGITUDE: 82° 46' 36.370"W

TAX MAP NUMBER: 38

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DEED BOOK 373, PAGE 198
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DEED BOOK 487, PAGE 455

PROPERTY OWNER:
MERLE M & CLARA DEANNA MAY
PO BOX 291
MARTIN, KY 41649

NO	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	03/08/10
2	ISSUE FOR CONST	03/24/10

TITLE: OVERALL SITE LAYOUT

SHEET: Z-2

SITE PLAN NOTES

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

7. COMPOUND FINISHED SURFACE TO BE FENCED

UNDERGROUND UTILITIES
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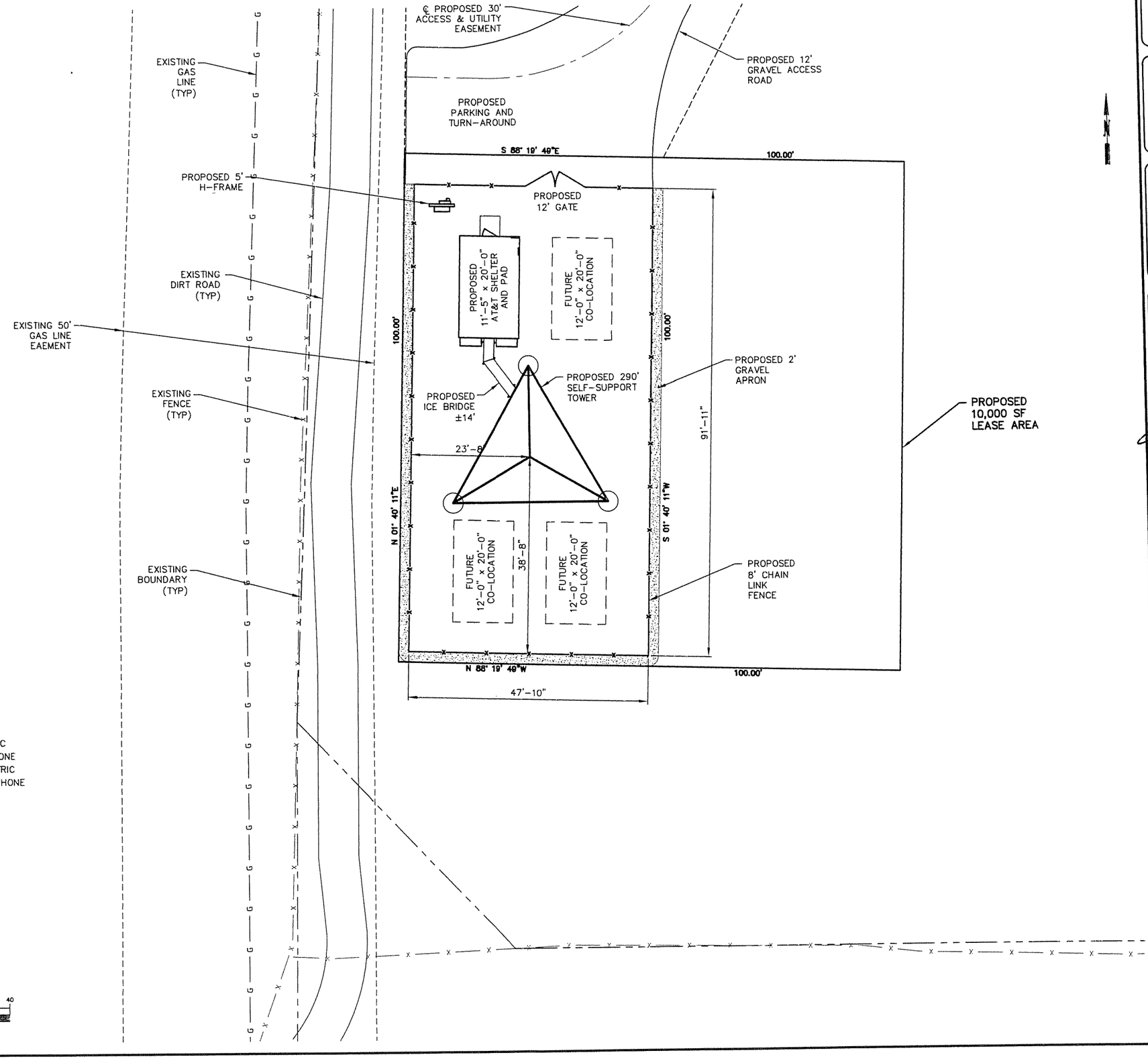


LEGEND

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

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

at&t

nsoro
It's just good business.

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

STATE OF KENTUCKY
WOODROW W MARCUM JR
13602
LICENSED
PROFESSIONAL ENGINEER

SITE NAME: MANTON

SITE ID NUMBER: 474G0129

SITE ADDRESS: M M MAY LANE MARTIN, KY 41649

LATITUDE: 37° 33' 10.507"N
LONGITUDE: 82° 46' 36.370"W

TAX MAP NUMBER: 38

PARCEL NUMBER: 38.10, 38.12, 38.9, 38.6 AND 69

SOURCE OF TITLE:
DEED BOOK 373, PAGE 198
DEED BOOK 276, PAGE 373
DEED BOOK 399, PAGE 593
DEED BOOK 487, PAGE 455

PROPERTY OWNER:
MERLE M & CLARA DEANNA MAY
PO BOX 291
MARTIN, KY 41649

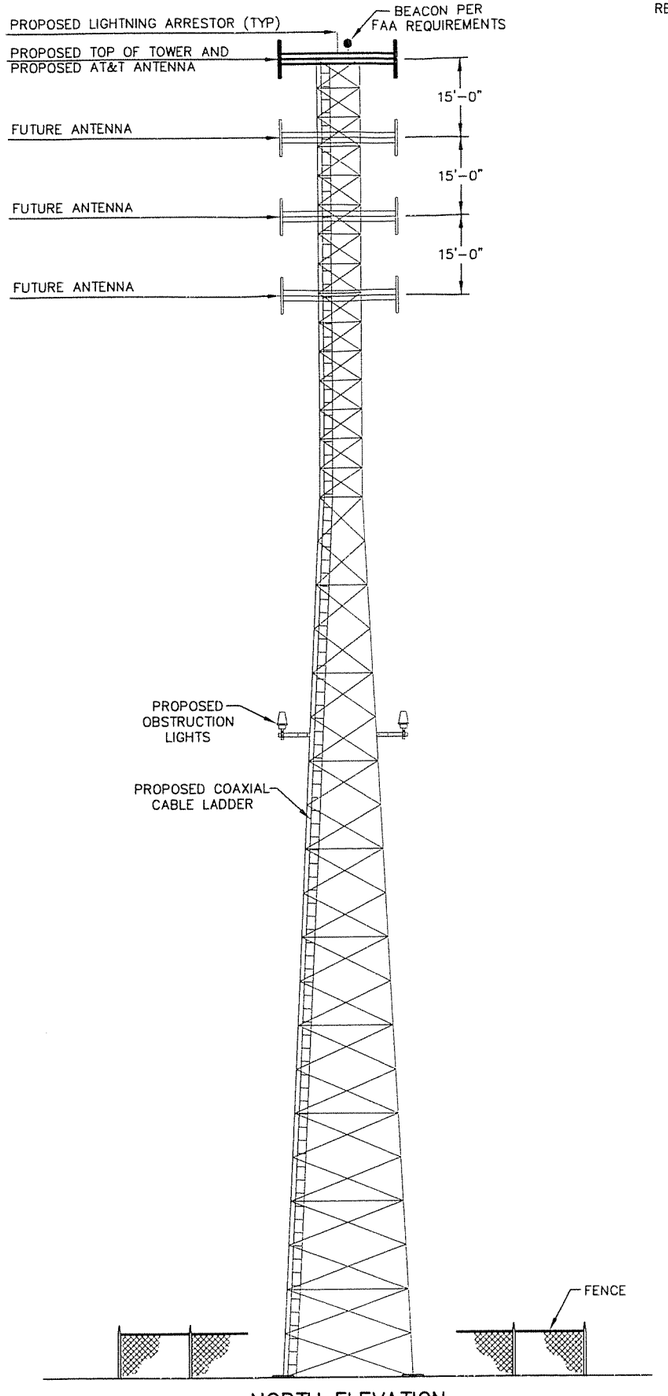
NO	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	03/08/10
2	ISSUE FOR CONST	03/24/10

TITLE: SITE LAYOUT

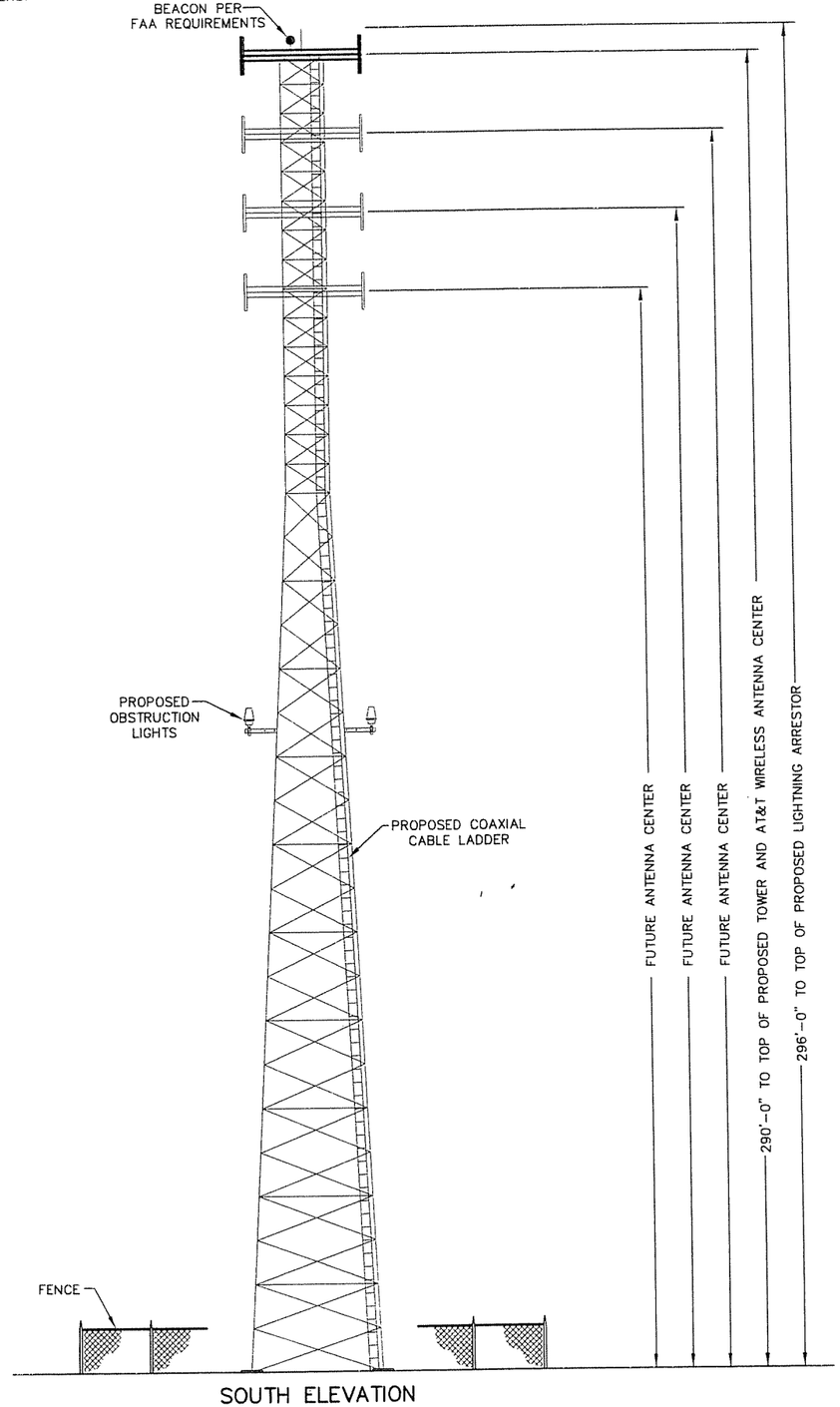
SHEET: Z-3

Exhibit C

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



NORTH ELEVATION
NOT TO SCALE



SOUTH ELEVATION
NOT TO SCALE

at&t

nsoro
It's just good business.

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

STATE OF KENTUCKY
WOODROW W MARCUM JR
13602
LICENSED PROFESSIONAL ENGINEER

SITE NAME: MANTON

SITE ID NUMBER: 474G0129

SITE ADDRESS: M M MAY LANE
MARTIN, KY 41649

LATITUDE: 37° 33' 10.507"N
LONGITUDE: 82° 46' 36.370"W

TAX MAP NUMBER: 38

PARCEL NUMBER: 38.10, 38.12, 38.9, 38.6 AND 69

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PROPERTY OWNER:
MERLE M & CLARA DEANNA MAY
PO BOX 291
MARTIN, KY 41649

NO	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	03/08/10
2	ISSUE FOR CONST	03/24/10

TITLE:
NORTH & SOUTH ELEVATIONS

SHEET:
Z-5

Exhibit D

Sabre™ Towers & Poles

Structural Design Report

290' S3TL Series HD1 Self-Supporting Tower
located at: Manton, KY
Site Number: 273921

prepared for: AMERICAN TOWER INC
by: Sabre Towers & Poles ™

Job Number: 10-12039

December 4, 2009

Tower Profile 1

Maximum Leg Loads 2

Maximum Diagonal Loads 3

Maximum Foundation Loads 4

Calculations A1-A7

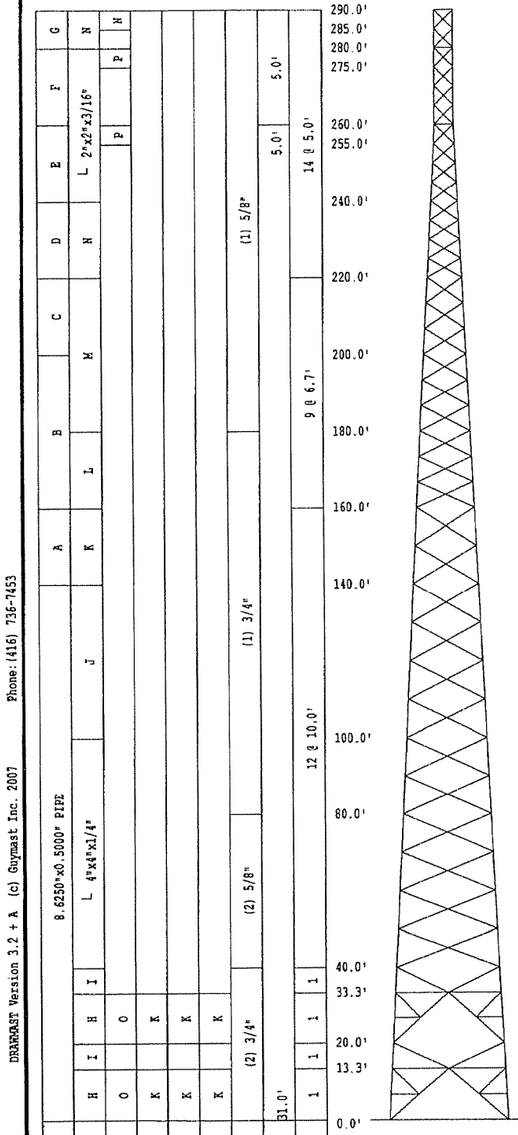
Tower by MAC

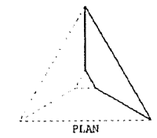
Checked by FEB

Approved by ARH

STATE OF KENTUCKY
AMY R. HERBST
24595
LICENSED PROFESSIONAL ENGINEER

12/4/09





NOTES:
1. The tower model is S37L Series HD1.
2. Transmission lines are to be attached to standard 12 hole single rail with 3 in line spacing waveguide ladders with stackable hangers.
3. Azimuths are relative (not based on true north).
4. Foundation loads shown are maximums.
5. (6) 1 1/2" dia. F1554 grade 105 anchor bolts per leg. Minimum 58" embedment from top of concrete to top of nut.
6. All unequal angles are oriented with the short leg vertical.

ANTENNA LIST

NO	ELEV	ANTENNA	TX-LINE
1	290'	11.5sq.ft. no ice/ 13.5 sq.ft. ice	(12) 1 5/8
2	280'	11.5sq.ft. no ice/ 13.5 sq.ft. ice	(12) 1 5/8
3	270'	11.5sq.ft. no ice/ 13.5 sq.ft. ice	(12) 1 5/8
4	260'	11.5sq.ft. no ice/ 13.5 sq.ft. ice	(12) 1 5/8

MATERIAL LIST

NO	TYPE
A	8.6250"x0.3220" PIPE
B	5.5625"x0.5000" PIPE
C	5.5625"x0.3750" PIPE
D	5.5625"x0.2580" PIPE
E	4.0000"x0.3180" PIPE
F	2.8750"x0.2750" PIPE
G	2.3750"x0.1540" PIPE
H	L 3-1/2"x5"x1/4"
I	L 3-1/2"x4"x1/4"
J	L 3-1/2"x3-1/2"x1/4"
K	L 3"x3"x1/4"
L	L 3"x3"x3/16"
M	L 2-1/2"x2-1/2"x3/16"
N	L 2"x2"x1/8"
O	L 4"x4"x5/16"
P	L 2"x2"x3/16"

STATE OF KENTUCKY
AMY R. HERBST
24595
LICENSED PROFESSIONAL ENGINEER

12/4/09

TOTAL FOUNDATION LOADS

H=71.52k
V=109.87k
M=11696.04k-ft
T=-0.00k-ft

INDIVIDUAL FOOTING LOADS

H=43.24k
V=458.90k
U=-390.98k

Sabre Towers & Poles

Sabre Towers And Poles

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

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

Client: AMERICAN TOWER INC Job No: 10-12039 Date: 3 dec 2009

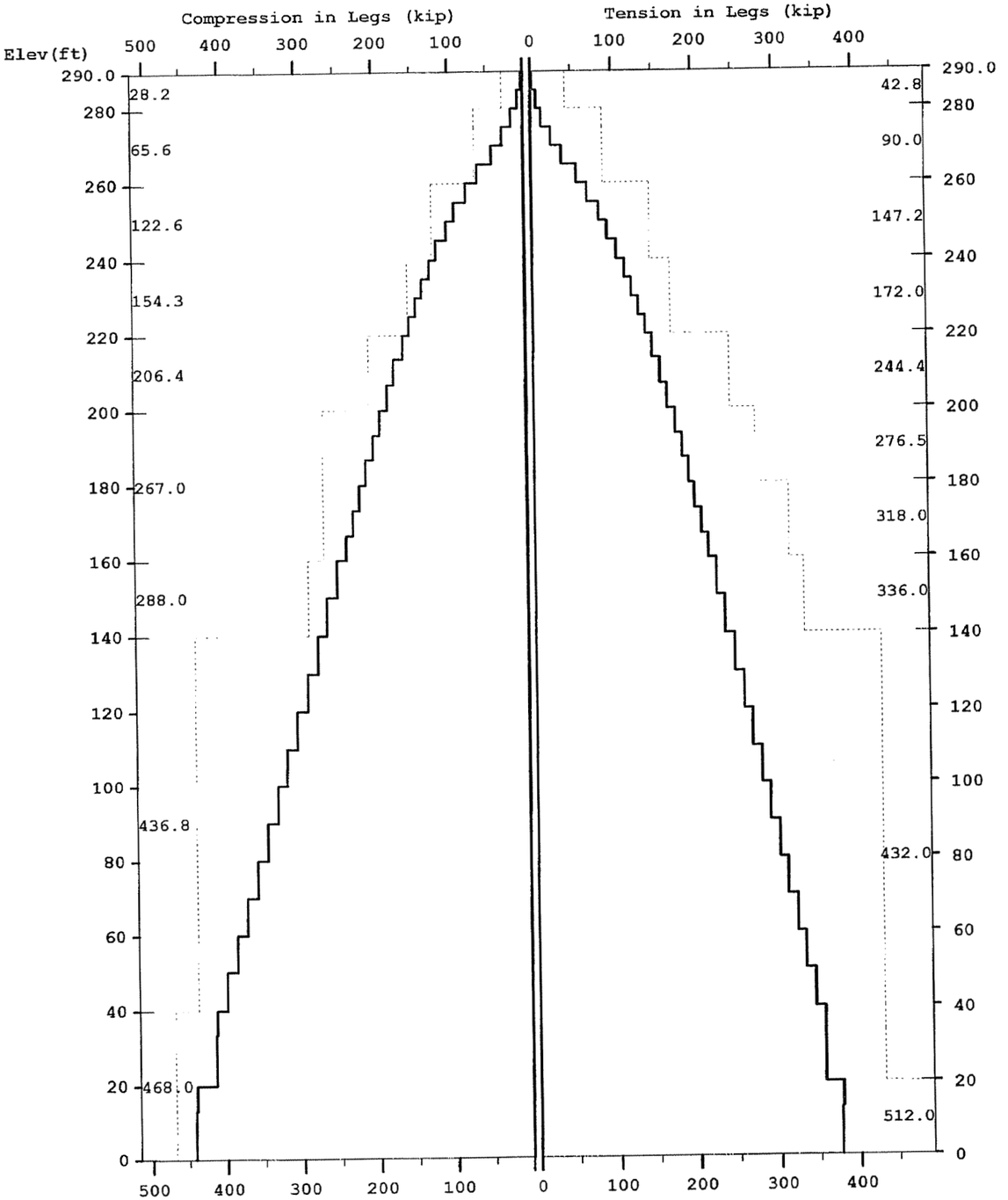
Location: Manton, KY Total Height: 290.00' Tower Height: 290.00'

Standard: EIA/TIA 222-F-1996 Design Wind & Ice: 80 mph + 0.5" ice

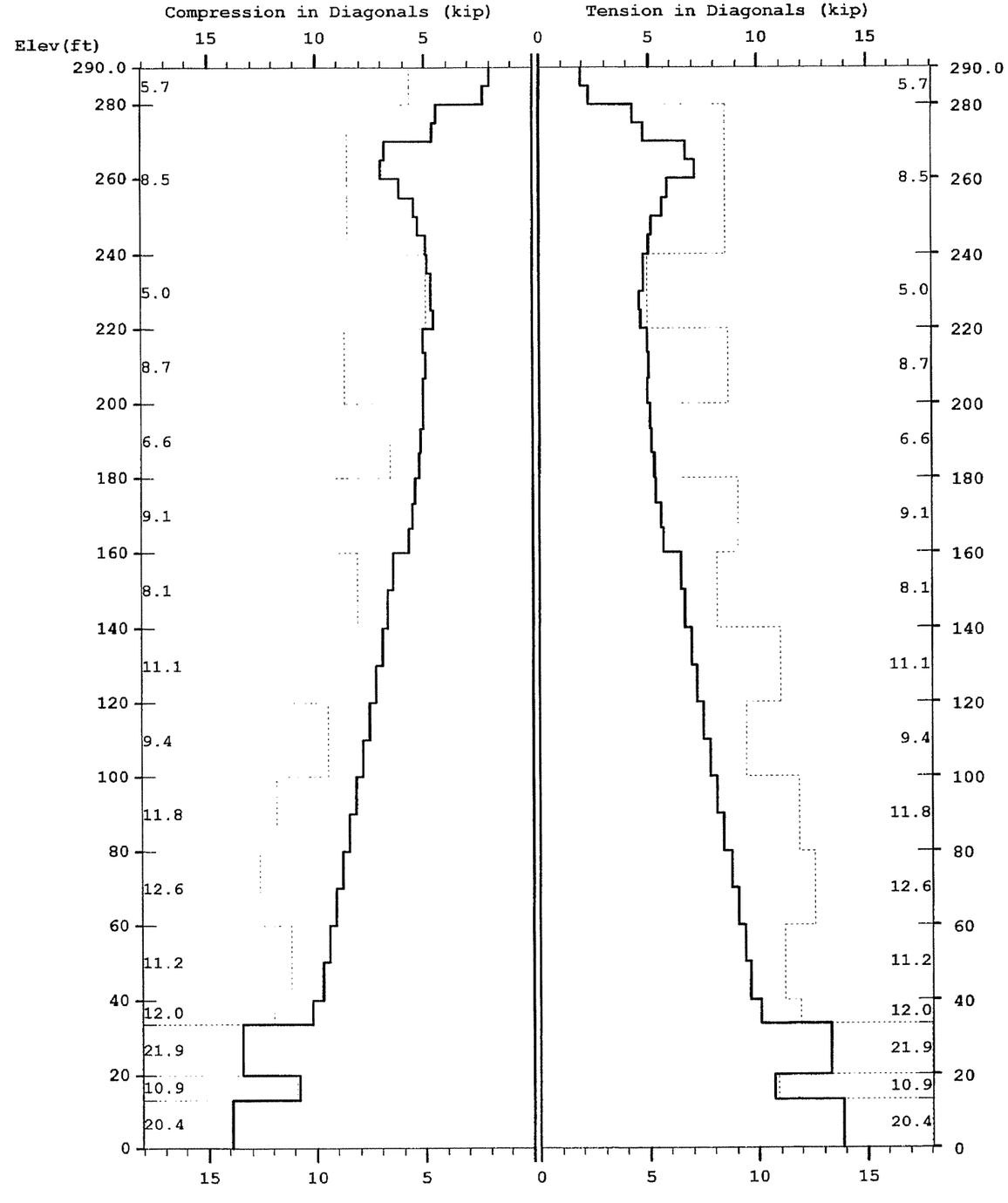
Project: C:\Program Files\Guyast\Tower v33\S37LHD1-10-12039.LOD

Sheet: 1

290' S3TL AMERICAN TOWER INC Manton KY (10-12039) HACASSENS
Maximum

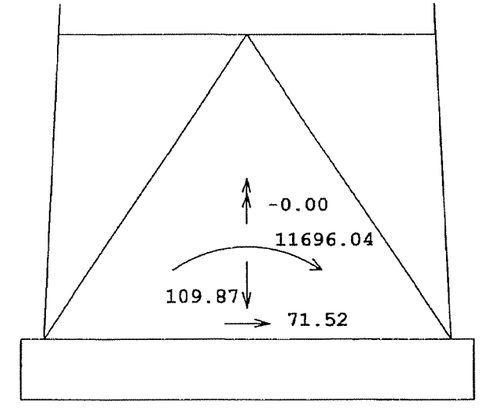


290' S3TL AMERICAN TOWER INC Manton KY (10-12039) HACASSENS
Maximum

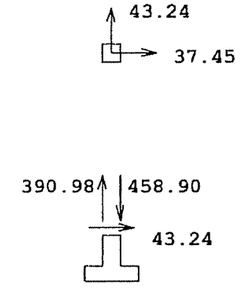


290' S3TL AMERICAN TOWER INC Manton KY (10-12039) HACASSENS
Maximum

TOTAL FOUNDATION LOADS (kip, ft-kip)



INDIVIDUAL FOOTING LOADS (kip)



MAST - Latticed Tower Analysis (Unguyed) (c)1997 Guymast Inc. 416-736-7453
Processed under license at:

Sabre Towers And Poles on: 3 dec 2009 at: 9:54:03

290' S3TL AMERICAN TOWER INC Manton KY (10-12039) HACASSENS

MAST GEOMETRY (ft)

PANEL TYPE	NO.OF LEGS	ELEV.AT BOTTOM	ELEV.AT TOP	F.W..AT BOTTOM	F.W..AT TOP	TYPICAL PANEL HEIGHT
X	3	285.00	290.00	5.00	5.00	5.00
X	3	280.00	285.00	5.00	5.00	5.00
X	3	275.00	280.00	5.00	5.00	5.00
X	3	260.00	275.00	5.00	5.00	5.00
X	3	255.00	260.00	5.50	5.00	5.00
X	3	240.00	255.00	7.00	5.50	5.00
X	3	220.00	240.00	9.00	7.00	5.00
X	3	200.00	220.00	11.00	9.00	6.67
X	3	180.00	200.00	13.00	11.00	6.67
X	3	160.00	180.00	15.00	13.00	6.67
X	3	140.00	160.00	17.00	15.00	10.00
X	3	120.00	140.00	19.00	17.00	10.00
X	3	100.00	120.00	21.00	19.00	10.00
X	3	80.00	100.00	23.00	21.00	10.00
X	3	60.00	80.00	25.00	23.00	10.00
X	3	40.00	60.00	27.00	25.00	10.00
V	3	33.33	40.00	27.67	27.00	6.67
A	3	20.00	33.33	29.00	27.67	13.33
V	3	13.33	20.00	29.67	29.00	6.67
A	3	0.00	13.33	31.00	29.67	13.33

MEMBER PROPERTIES

MEMBER TYPE	BOTTOM ELEV ft	TOP ELEV ft	X-SECTN AREA in.sq	RADIUS OF GYRAT in	ELASTIC MODULUS ksi	THERMAL EXPANSN /deg
LE	280.00	290.00	1.075	0.000	29000.	0.0000000
LE	260.00	280.00	2.254	0.000	29000.	0.0000000
LE	240.00	260.00	3.678	0.000	29000.	0.0000000
LE	220.00	240.00	4.299	0.000	29000.	0.0000000
LE	200.00	220.00	6.111	0.000	29000.	0.0000000
LE	160.00	200.00	7.952	0.000	29000.	0.0000000
LE	140.00	160.00	8.399	0.000	29000.	0.0000000
LE	0.00	140.00	12.763	0.000	29000.	0.0000000
DI	280.00	290.00	0.484	0.000	29000.	0.0000000
DI	240.00	280.00	0.715	0.000	29000.	0.0000000
DI	220.00	240.00	0.484	0.000	29000.	0.0000000
DI	180.00	220.00	0.902	0.000	29000.	0.0000000
DI	160.00	180.00	1.090	0.000	29000.	0.0000000
DI	140.00	160.00	1.437	0.000	29000.	0.0000000
DI	100.00	140.00	1.687	0.000	29000.	0.0000000
DI	40.00	100.00	1.937	0.000	29000.	0.0000000
DI	33.33	40.00	1.812	0.000	29000.	0.0000000

DI	20.00	33.33	2.062	0.000	29000.	0.0000000
DI	13.33	20.00	1.812	0.000	29000.	0.0000000
DI	0.00	13.33	2.062	0.000	29000.	0.0000000
HO	285.00	290.00	0.484	0.000	29000.	0.0000000
HO	275.00	280.00	0.715	0.000	29000.	0.0000000
HO	255.00	260.00	0.715	0.000	29000.	0.0000000
HO	20.00	33.33	2.402	0.000	29000.	0.0000000
HO	0.00	13.33	2.402	0.000	29000.	0.0000000
BR	20.00	33.33	1.437	0.000	29000.	0.0000000
BR	0.00	13.33	1.437	0.000	29000.	0.0000000

==========

* 12 wind directions were analyzed, with & without ice. Only two conditions are shown in full.

LOADING CONDITION A ==========

80 MPH + NO ICE WIND AZ 0 DEGREES

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

LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	AZI	LOAD AZI	.....FORCES..... HORIZ kip	DOWN kip	.....MOMENTS..... VERTICAL ft-kip	TORSNAL ft-kip
C	290.0	0.00	0.0	0.0	3.82	2.00	0.00	0.00
C	280.0	0.00	0.0	0.0	3.78	2.00	0.00	0.00
C	270.0	0.00	0.0	0.0	3.74	2.00	0.00	0.00
C	260.0	0.00	0.0	0.0	3.70	2.00	0.00	0.00
D	290.0	0.00	0.0	0.0	0.14	0.05	0.00	0.00
D	285.0	0.00	0.0	0.0	0.14	0.05	0.00	0.00
D	285.0	0.00	0.0	0.0	0.13	0.04	0.00	0.00
D	280.0	0.00	0.0	0.0	0.13	0.04	0.00	0.00
D	280.0	0.00	0.0	0.0	0.14	0.08	0.00	0.00
D	275.0	0.00	0.0	0.0	0.14	0.08	0.00	0.00
D	275.0	0.00	0.0	0.0	0.13	0.07	0.00	0.00
D	270.0	0.00	0.0	0.0	0.13	0.07	0.00	0.00
D	270.0	0.00	0.0	0.0	0.13	0.08	0.00	0.00
D	260.0	0.00	0.0	0.0	0.13	0.08	0.00	0.00
D	260.0	0.00	0.0	0.0	0.14	0.12	0.00	0.00
D	255.0	0.00	0.0	0.0	0.14	0.12	0.00	0.00
D	255.0	0.00	0.0	0.0	0.14	0.11	0.00	0.00
D	240.0	0.00	0.0	0.0	0.14	0.11	0.00	0.00
D	240.0	0.00	0.0	0.0	0.15	0.11	0.00	0.00
D	220.0	0.00	0.0	0.0	0.16	0.12	0.00	0.00
D	220.0	0.00	0.0	0.0	0.16	0.15	0.00	0.00
D	200.0	0.00	0.0	0.0	0.17	0.15	0.00	0.00
D	200.0	0.00	0.0	0.0	0.17	0.17	0.00	0.00
D	180.0	0.00	0.0	0.0	0.17	0.17	0.00	0.00
D	180.0	0.00	0.0	0.0	0.18	0.18	0.00	0.00
D	140.0	0.00	0.0	0.0	0.19	0.19	0.00	0.00
D	140.0	0.00	0.0	0.0	0.20	0.25	0.00	0.00
D	100.0	0.00	0.0	0.0	0.20	0.26	0.00	0.00
D	100.0	0.00	0.0	0.0	0.20	0.28	0.00	0.00
D	80.0	0.00	0.0	0.0	0.20	0.28	0.00	0.00
D	80.0	0.00	0.0	0.0	0.20	0.28	0.00	0.00
D	60.0	0.00	0.0	0.0	0.20	0.29	0.00	0.00

D	60.0	0.00	0.0	0.0	0.19	0.29	0.00	0.00
D	40.0	0.00	0.0	0.0	0.19	0.29	0.00	0.00
D	40.0	0.00	0.0	0.0	0.16	0.27	0.00	0.00
D	33.3	0.00	0.0	0.0	0.16	0.27	0.00	0.00
D	33.3	0.00	0.0	0.0	0.22	0.38	0.00	0.00
D	20.0	0.00	0.0	0.0	0.22	0.38	0.00	0.00
D	20.0	0.00	0.0	0.0	0.15	0.27	0.00	0.00
D	13.3	0.00	0.0	0.0	0.15	0.27	0.00	0.00
D	13.3	0.00	0.0	0.0	0.23	0.39	0.00	0.00
D	0.0	0.00	0.0	0.0	0.23	0.39	0.00	0.00

LOADING CONDITION M ==========

69.29 MPH + 0.5 ICE WIND AZ 0 DEGREES

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

LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	AZI	LOAD AZI	.....FORCES..... HORIZ kip	DOWN kip	.....MOMENTS..... VERTICAL ft-kip	TORSNAL ft-kip
C	290.0	0.00	0.0	0.0	3.36	3.00	0.00	0.00
C	280.0	0.00	0.0	0.0	3.33	3.00	0.00	0.00
C	270.0	0.00	0.0	0.0	3.30	3.00	0.00	0.00
C	260.0	0.00	0.0	0.0	3.26	3.00	0.00	0.00
D	290.0	0.00	0.0	0.0	0.16	0.09	0.00	0.00
D	285.0	0.00	0.0	0.0	0.16	0.09	0.00	0.00
D	285.0	0.00	0.0	0.0	0.16	0.08	0.00	0.00
D	280.0	0.00	0.0	0.0	0.16	0.08	0.00	0.00
D	280.0	0.00	0.0	0.0	0.17	0.14	0.00	0.00
D	275.0	0.00	0.0	0.0	0.17	0.14	0.00	0.00
D	275.0	0.00	0.0	0.0	0.16	0.13	0.00	0.00
D	270.0	0.00	0.0	0.0	0.16	0.13	0.00	0.00
D	270.0	0.00	0.0	0.0	0.16	0.16	0.00	0.00
D	260.0	0.00	0.0	0.0	0.16	0.16	0.00	0.00
D	260.0	0.00	0.0	0.0	0.16	0.22	0.00	0.00
D	255.0	0.00	0.0	0.0	0.16	0.22	0.00	0.00
D	255.0	0.00	0.0	0.0	0.16	0.21	0.00	0.00
D	240.0	0.00	0.0	0.0	0.16	0.22	0.00	0.00
D	240.0	0.00	0.0	0.0	0.16	0.22	0.00	0.00
D	220.0	0.00	0.0	0.0	0.16	0.22	0.00	0.00
D	220.0	0.00	0.0	0.0	0.16	0.25	0.00	0.00
D	200.0	0.00	0.0	0.0	0.16	0.26	0.00	0.00
D	200.0	0.00	0.0	0.0	0.16	0.28	0.00	0.00
D	180.0	0.00	0.0	0.0	0.17	0.29	0.00	0.00
D	180.0	0.00	0.0	0.0	0.17	0.31	0.00	0.00
D	140.0	0.00	0.0	0.0	0.18	0.32	0.00	0.00
D	140.0	0.00	0.0	0.0	0.18	0.38	0.00	0.00
D	100.0	0.00	0.0	0.0	0.18	0.39	0.00	0.00
D	100.0	0.00	0.0	0.0	0.19	0.42	0.00	0.00
D	80.0	0.00	0.0	0.0	0.19	0.42	0.00	0.00
D	80.0	0.00	0.0	0.0	0.18	0.43	0.00	0.00
D	60.0	0.00	0.0	0.0	0.18	0.43	0.00	0.00
D	60.0	0.00	0.0	0.0	0.17	0.44	0.00	0.00
D	40.0	0.00	0.0	0.0	0.17	0.44	0.00	0.00
D	40.0	0.00	0.0	0.0	0.14	0.40	0.00	0.00
D	33.3	0.00	0.0	0.0	0.14	0.40	0.00	0.00
D	33.3	0.00	0.0	0.0	0.20	0.57	0.00	0.00
D	20.0	0.00	0.0	0.0	0.20	0.57	0.00	0.00

D	20.0	0.00	0.0	0.0	0.14	0.41	0.00	0.00
D	13.3	0.00	0.0	0.0	0.14	0.41	0.00	0.00
D	13.3	0.00	0.0	0.0	0.21	0.58	0.00	0.00
D	0.0	0.00	0.0	0.0	0.21	0.58	0.00	0.00

MAXIMUM MAST DISPLACEMENTS:

ELEV	------DEFLECTIONS (ft)-----			--TILTS (DEG)---		TWIST
ft	NORTH	EAST	DOWN	NORTH	EAST	DEG
290.0	3.757 G	-3.663 D	0.049 W	1.886 G	-1.851 D	0.000 A
285.0	3.591 G	-3.500 D	0.047 W	1.879 G	-1.843 D	0.000 A
280.0	3.427 G	-3.339 D	0.044 W	1.855 G	-1.820 D	0.000 A
275.0	3.263 G	-3.179 D	0.041 W	1.831 G	-1.796 D	0.000 F
270.0	3.106 G	-3.025 D	0.039 W	1.790 G	-1.755 D	0.000 F
265.0	2.946 G	-2.868 D	0.037 W	1.728 G	-1.694 D	0.000 F
260.0	2.798 G	-2.723 D	0.034 W	1.638 G	-1.606 D	0.000 F
255.0	2.654 G	-2.582 D	0.033 W	1.575 G	-1.543 D	0.000 F
250.0	2.519 G	-2.450 D	0.031 W	1.508 G	-1.476 D	0.000 E
245.0	2.387 G	-2.321 D	0.029 W	1.435 G	-1.404 D	0.000 E
240.0	2.265 G	-2.201 D	0.027 W	1.361 G	-1.331 D	0.000 E
235.0	2.145 G	-2.083 D	0.026 W	1.297 G	-1.268 D	0.000 E
230.0	2.033 G	-1.974 D	0.025 W	1.233 G	-1.205 D	0.000 E
225.0	1.924 G	-1.868 D	0.023 W	1.169 G	-1.141 D	0.000 E
220.0	1.823 G	-1.769 D	0.022 W	1.104 G	-1.078 D	0.000 E
213.3	1.696 G	-1.645 D	0.021 W	1.043 G	-1.018 D	0.000 E
206.7	1.576 G	-1.528 D	0.020 W	0.982 G	-0.958 D	0.000 E
200.0	1.463 G	-1.418 D	0.018 W	0.922 G	-0.898 D	0.000 E
193.3	1.356 G	-1.314 D	0.017 W	0.877 G	-0.854 D	0.000 E
186.7	1.254 G	-1.214 D	0.016 W	0.831 G	-0.809 D	0.000 E
180.0	1.158 G	-1.121 D	0.016 W	0.787 G	-0.765 D	0.000 E
173.3	1.066 G	-1.032 D	0.015 W	0.742 G	-0.722 D	0.000 E
166.7	0.982 G	-0.950 D	0.014 W	0.699 G	-0.679 D	0.000 E
160.0	0.900 G	-0.870 D	0.013 W	0.655 G	-0.636 D	0.000 E
150.0	0.788 G	-0.762 D	0.012 W	0.593 G	-0.575 D	0.000 E
140.0	0.688 G	-0.665 D	0.011 W	0.531 G	-0.516 D	0.000 W
130.0	0.596 G	-0.576 D	0.010 W	0.492 G	-0.477 D	0.000 W
120.0	0.511 G	-0.493 D	0.010 W	0.453 G	-0.439 D	0.000 W
110.0	0.433 G	-0.417 D	0.009 W	0.414 G	-0.401 D	0.000 W
100.0	0.360 G	-0.347 D	0.008 W	0.375 G	-0.363 D	0.000 W
90.0	0.295 G	-0.284 D	0.007 W	0.337 G	-0.326 D	0.000 W
80.0	0.236 G	-0.227 D	0.007 W	0.299 G	-0.289 D	0.000 W
70.0	0.184 G	-0.177 D	0.006 W	0.261 G	-0.252 D	0.000 W
60.0	0.138 G	-0.132 D	0.005 W	0.223 G	-0.216 D	0.000 W
50.0	0.095 G	-0.091 D	0.004 W	0.186 G	-0.179 D	0.000 W
40.0	0.056 G	-0.054 D	0.003 W	0.147 G	-0.142 D	0.000 W
33.3	0.043 G	-0.041 D	0.003 X	0.124 G	-0.120 D	0.000 W
20.0	0.016 G	-0.015 D	0.002 X	0.073 G	-0.071 D	0.000 W
13.3	0.007 G	-0.006 D	0.001 X	0.049 G	-0.048 D	0.000 W
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV	LEGS	DIAG	HORIZ	BRACE
ft				
290.0	----------		0.85 K	0.00 A
	1.75 A	1.96 D		
285.0	----------		0.02 Q	0.00 A
	6.63 I	2.28 D		

280.0				0.38 K	0.00 A
	13.96 I	4.29 J			
275.0				0.13 I	0.00 A
	25.13 I	4.79 J			
270.0				0.07 K	0.00 A
	37.59 E	6.70 J			
265.0				0.13 I	0.00 A
	55.67 E	7.15 J			
260.0				1.36 C	0.00 A
	69.31 E	5.89 J			
255.0				0.12 E	0.00 A
	84.02 I	5.64 B			
250.0				0.00 M	0.00 A
	94.63 I	5.15 L			
245.0				0.10 I	0.00 A
	106.12 I	5.05 F			
240.0				0.00 Q	0.00 A
	115.04 I	4.77 D			
235.0				0.05 I	0.00 A
	124.60 I	4.77 D			
230.0				0.01 M	0.00 A
	132.46 I	4.61 H			
225.0				0.04 Q	0.00 A
	140.83 I	4.66 L			
220.0				0.03 M	0.00 A
	149.04 I	4.96 H			
213.3				0.06 U	0.00 A
	158.93 I	5.03 F			
206.7				0.03 M	0.00 A
	167.56 I	4.99 D			
200.0				0.05 U	0.00 A
	176.53 I	5.10 F			
193.3				0.02 U	0.00 A
	184.59 I	5.13 H			
186.7				0.04 M	0.00 A
	192.95 E	5.28 J			
180.0				0.02 U	0.00 A
	200.66 E	5.36 B			
173.3				0.07 U	0.00 A
	208.61 E	5.54 H			
166.7				0.02 M	0.00 A
	216.16 E	5.67 B			
160.0				0.06 U	0.00 A
	225.71 E	6.46 H			
150.0				0.07 M	0.00 A
	236.82 E	6.67 J			
140.0				0.06 U	0.00 A
	248.03 E	6.95 H			
130.0				0.05 M	0.00 A
	258.83 E	7.22 B			
120.0				0.05 U	0.00 A
	269.81 E	7.53 D			
110.0				0.04 U	0.00 A
	280.57 E	7.81 B			
100.0				0.05 M	0.00 A
	291.44 A	8.13 D			
90.0				0.04 U	0.00 A
	302.14 A	8.44 D			
80.0				0.05 M	0.00 A
	312.95 A	8.76 D			
70.0				0.04 M	0.00 A
	323.62 A	9.06 D			
60.0				0.00 C	0.00 A

	334.36 A	9.36 H		
50.0	----------		0.06 C	0.00 A
	344.95 A	9.63 F		
40.0	----------		0.25 E	0.00 A
	357.49 A	10.09 H		
33.3	----------		0.77 E	0.00 C
	356.35 A	13.33 H		
20.0	----------		0.10 M	0.00 C
	378.17 A	10.70 B		
13.3	----------		0.79 I	0.00 G
	377.00 A	13.86 B		
0.0	----------		0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
290.0	----------		-0.84 E	0.00 A
	-3.28 S	-1.97 D		
285.0	----------		-0.01 K	0.00 A
	-8.24 C	-2.28 J		
280.0	----------		-0.25 I	0.00 A
	-16.95 K	-4.48 J		
275.0	----------		-0.11 C	0.00 A
	-29.05 C	-4.63 J		
270.0	----------		-0.08 E	0.00 A
	-42.87 C	-6.85 J		
265.0	----------		-0.11 C	0.00 A
	-61.90 K	-7.03 H		
260.0	----------		-1.50 I	0.00 A
	-76.97 K	-6.15 C		
255.0	----------		-0.10 K	0.00 A
	-92.85 C	-5.48 H		
250.0	----------		0.00 W	0.00 A
	-103.65 C	-5.31 F		
245.0	----------		-0.09 C	0.00 A
	-116.10 C	-4.93 L		
240.0	----------		0.00 W	0.00 A
	-125.38 C	-4.89 H		
235.0	----------		-0.05 G	0.00 A
	-135.80 C	-4.68 D		
230.0	----------		-0.01 K	0.00 A
	-144.11 C	-4.71 L		
225.0	----------		-0.03 K	0.00 A
	-153.29 C	-4.59 H		
220.0	----------		-0.03 G	0.00 A
	-162.16 C	-5.05 H		
213.3	----------		-0.05 C	0.00 A
	-173.24 C	-4.98 D		
206.7	----------		-0.03 G	0.00 A
	-182.79 C	-5.06 J		
200.0	----------		-0.04 C	0.00 A
	-192.98 C	-5.07 J		
193.3	----------		-0.02 K	0.00 A
	-202.12 K	-5.20 H		
186.7	----------		-0.03 G	0.00 A

AMERICAN TOWER®

CORPORATION

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

273921 - MANTON KY, KY

PROJECT DESCRIPTION:

PRIMARY FOUNDATION DESIGN FOR A 290' "SABRE" SELF-SUPPORTING TOWER.

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: 273921

SITE NAME: MANTON KY, KY

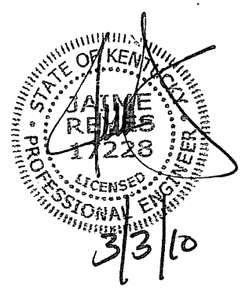
SITE ADDRESS: M M MAY LANE
MARTIN, KY 41649

PROPERTY OWNER: AMERICAN TOWER CORPORATION

ATC JOB NUMBER: 44738972A

DATE: 3/3/10

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 MAT FOUNDATION DETAILS	0
A-2	BAR LIST FOR REINFORCING STEEL AND GENERAL NOTES	0

BILL OF MATERIALS

QUANTITY REQUIRED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	LENGTH	DRAWING NUMBER	WEIGHT (lbs)	COMMENTS
			REBARS				
33		--	#4 REBARS, GRADE 40	11'-9 1/2"	A-1, A-2	260	
60		--	#8 REBARS, GRADE 60	6'-6 1/2"	A-1, A-2	1048	
192		--	#8 REBARS, GRADE 60	41'-6"	A-1, A-2	21275	
					TOTAL WEIGHT:	22583	PAGE 1 OF 1

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NYSE AMT

REV.	DESCRIPTION	BY	DATE
0	FIRST ISSUE	JL	3/3/10

SITE NUMBER:
273921

SITE NAME:
MANTON KY, KY

SITE ADDRESS:
M M MAY LANE
MARTIN, KY 41649

3/3/10

DRAWN BY:	JL
CHECKED BY:	WS
APPROVED BY:	AS
DATE DRAWN:	3/3/10
ATC JOB NO:	44738972A

SHEET TITLE:

BILL OF MATERIALS

SHEET NUMBER:	REV #:
BOM	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. ANSI/TIA/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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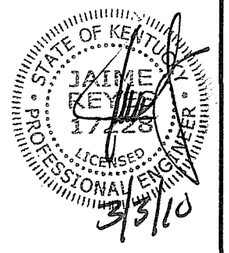
REV.	DESCRIPTION	BY	DATE
0	FIRST ISSUE	JL	3/3/10

SITE NUMBER:
273921
SITE NAME:
MANTON KY, KY

SITE ADDRESS:
M M MAY LANE
MARTIN, KY 41649



DRAWN BY:	JL
CHECKED BY:	WS
APPROVED BY:	AS
DATE DRAWN:	3/3/10
ATC JOB NO:	44738972A

SHEET TITLE:
IBC GENERAL NOTES

SHEET NUMBER:	REV #:
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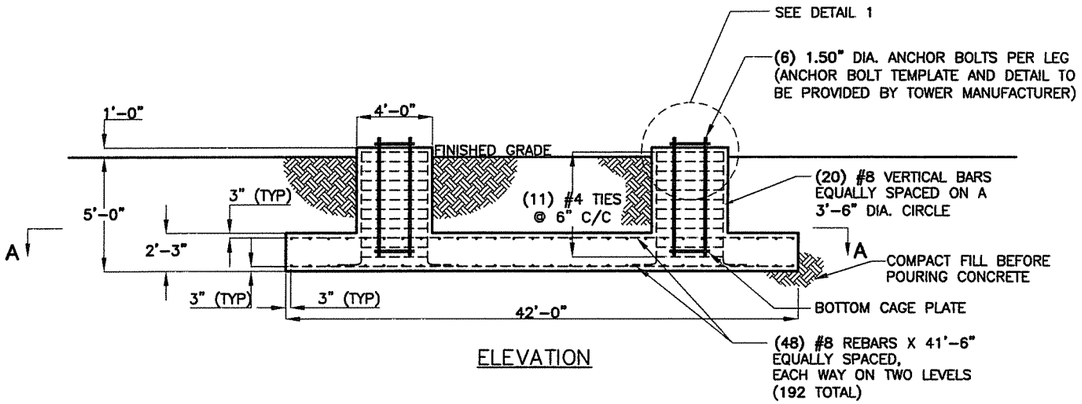

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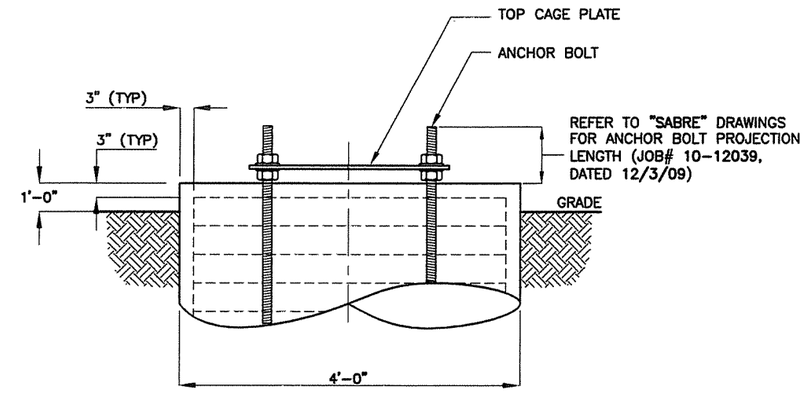
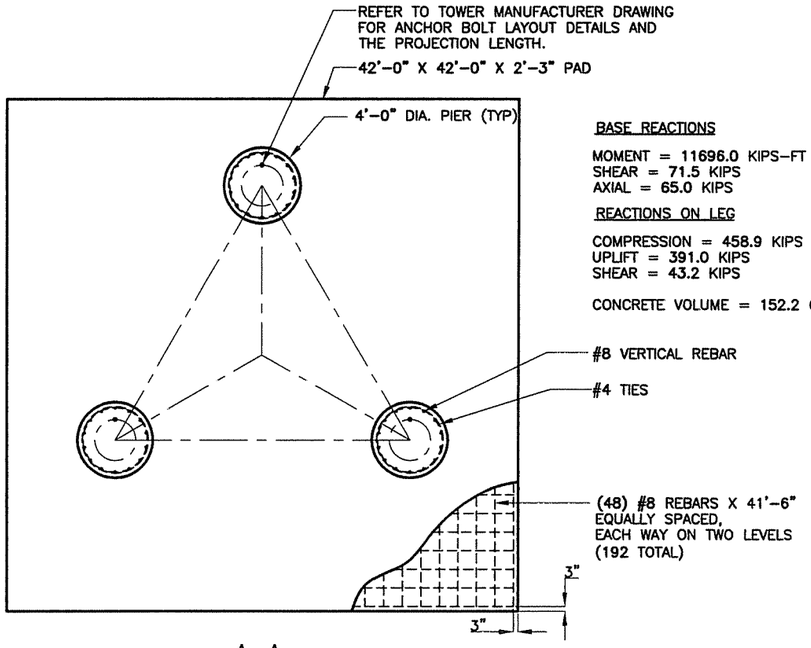


DETAIL 1



A-A

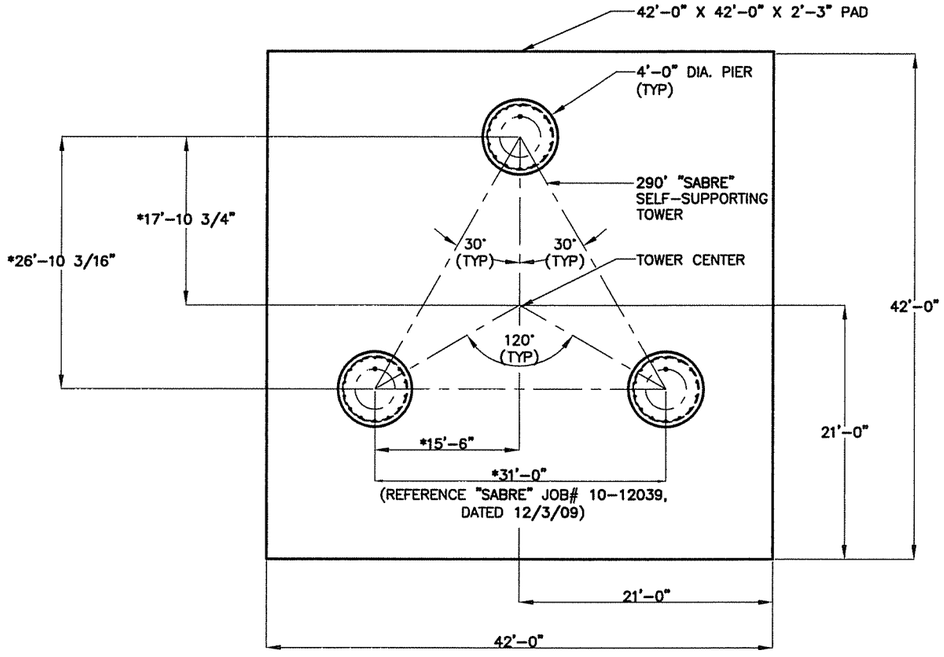
BASE REACTIONS

MOMENT = 11696.0 KIPS-FT
SHEAR = 71.5 KIPS
AXIAL = 65.0 KIPS

REACTIONS ON LEG

COMPRESSION = 458.9 KIPS
UPLIFT = 391.0 KIPS
SHEAR = 43.2 KIPS

CONCRETE VOLUME = 152.2 CUBIC YARDS



PLAN VIEW

*VERIFY THE FACE WIDTH (C/C OF TOWER LEGS) WITH THE TOWER MANUFACTURER. IF THE FACE WIDTH IS DIFFERENT, ALL DIMENSIONS SHOWN IN THIS PLAN VIEW ARE NOT VALID.

NOTES

1. FOUNDATION DESIGNED FOR A "SABRE" 290' SELF-SUPPORTING TOWER (JOB# 10-12039, DATED 12/3/09). REFERENCE TOWER MANUFACTURER DRAWINGS FOR ANCHOR BOLT INSTALLATION REQUIREMENTS.
2. FOUNDATION DESIGN REACTIONS WERE OBTAINED FROM TOWER MANUFACTURER DESIGN DRAWINGS (JOB# 10-12039, DATED 12/3/09).
3. FOUNDATION DESIGN WAS BASED ON SOIL REPORT PROVIDED BY "TERRACON CONSULTANTS, INC." WITH PROJECT# 57097354, DATED 2/25/10. REFERENCE THE SOIL REPORT FOR ADDITIONAL CONSIDERATIONS AND REQUIREMENTS.
4. DUE TO THE PRESENCE OF VERY STIFF/HARD SOILS (SPT N-VALUES 32/12"~50/6") AT APPROX. 5' BELOW THE GRADE SURFACE, THE USE OF HEAVY TOOLS OR EQUIPMENT WILL BE REQUIRED IN EXCAVATIONS.
5. CONCRETE SLUMP: 2"~4"
6. FOUNDATION BASE SHOULD REST ON FIRM AND LEVELED SURFACE.
7. ELEVATION AT THE TOPS OF ALL THREE PIERS TO BE WITHIN ± 1/4" OF EACH OTHER.

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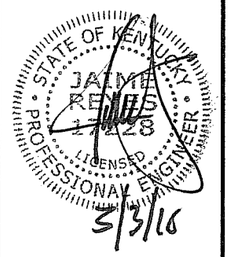
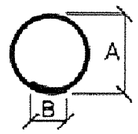


DRAWN BY:	JL
CHECKED BY:	WS
APPROVED BY:	AS
DATE DRAWN:	3/3/10
ATC JOB NO:	44738972A

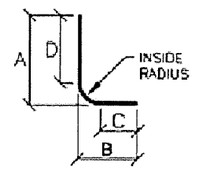
SHEET TITLE:
PIER AND MAT FOUNDATION DETAILS (PRIMARY DESIGN)

SHEET NUMBER:	REV #:
A-1	0

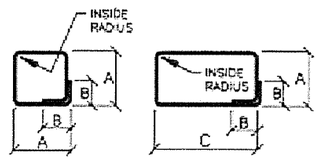
QTY REQ'D	REBAR SIZE	LENGTH	TOTAL WEIGHT (LBS)	TYPE	BENDING DIAGRAM
-	-	-	-	ROUND TIE	A: 3'-6", B: 11"
33	#4	11 '-9 1/2"	260		



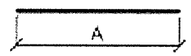
QTY REQ'D	REBAR SIZE	LENGTH	TOTAL WEIGHT (LBS)	TYPE	A	B	C	D	INSIDE RAD.
-	-	-	-	90° BEND VERTICAL	5'-3"	1'-6"	1'-2"	4 '-11"	3"
60	#8	6 '-6 1/2"	1048						



QTY REQ'D	REBAR SIZE	LENGTH	TOTAL WEIGHT (LBS)	TYPE	A	B	C	INSIDE RAD.
-	-	-	-	SQUARE OR RECTANGULAR TIE				



QTY REQ'D	REBAR SIZE	LENGTH	TOTAL WEIGHT (LBS)	TYPE	A
-	-	-	-	STRAIGHT	41 '-6"
192	#8	41 '-6"	21275		



GENERAL FOUNDATION CONSTRUCTION NOTES

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

FOUNDATION AND ANCHOR TOLERANCES

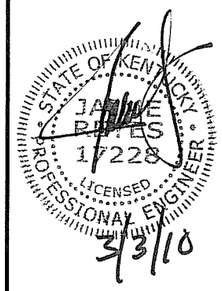
1. VERTICAL EMBEDMENTS OUT OF PLUMB: 1.0 DEGREE.
2. DRILLED FOUNDATION OUT OF PLUMB: 1.0 DEGREE.
3. DEPTH OF FOUNDATION: PLUS 3" (76mm) OR MINUS 0".
4. PROJECTIONS OF EMBEDMENTS: PLUS OR MINUS 1/4" (6mm).
5. CONCRETE DIMENSIONS: PLUS OR MINUS 1" (25mm).
6. REINFORCING STEEL PLACEMENT: PLUS OR MINUS 1/2" INCLUDING CONCRETE COVER.
7. TOP LEVELS OF ALL THREE PIERS FROM EACH OTHER: PLUS OR MINUS 1/4"

AMERICAN TOWER®
STRUCTURAL ENGINEERING
8505 FREEPORT PARKWAY
SUITE 135
IRVING, TX 75063
(972) 999-8900 Tel.
(972) 999-8940 Fax
NYSE: AMT

REV.	DESCRIPTION	BY	DATE
0	FIRST ISSUE	JL	3/3/10

SITE NUMBER:
273921
SITE NAME:
MANTON KY, KY

SITE ADDRESS:
M M MAY LANE
MARTIN, KY 41649



DRAWN BY:	JL
CHECKED BY:	WS
APPROVED BY:	AS
DATE DRAWN:	3/3/10
ATC JOB NO:	44738972A

SHEET TITLE:
BAR LIST FOR REINFORCING STEEL AND GENERAL NOTES

SHEET NUMBER: A-2
REV #: 0

Exhibit E

February 25, 2010

Terracon

Ms. Michelle Ward
Real Estate & Construction Manager
AT&T Mobility
601 W. Chestnut St, 1st Floor
Louisville, KY 40203

Regarding: Geotechnical Engineering Report
Proposed 290' Self Supporting Tower
Site Name: Manton
Site Number: 474G0129
Martin, Floyd County, Kentucky
Terracon Project No.: 57097354

Dear Ms. Ward:

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. self-support to monopole)), 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.

Matthew R. Haines, E.I.
Staff Engineer

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

STATE OF KENTUCKY
TIMOTHY G. LaGROW
17758
REGISTERED PROFESSIONAL ENGINEER

Copies
Addressee: 3 hard copy and pdf

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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 290' SELF-SUPPORTING TOWER
SITE NAME: MANTON
SITE NUMBER: 474G0129
MARTIN, FLOYD COUNTY, KENTUCKY

Terracon Project No. 57097354
February 25, 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	Self-Supporting, 290 feet tall
Maximum loads	Vertical: 600 kips (assumed) Shear: 80 kips (assumed) Uplift: 500 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: ¾ inch over 40 feet (assumed)*
Grading	Minimal grading anticipated; ± 2 feet

1.2 Site Location and Description

ITEM	DESCRIPTION
Location	An approximate 100-foot by 100-foot proposed lease area located *on a portion of a larger tract that shares a common address of* 149 Stephens Branch Road, Martin, Floyd County, Kentucky. Project site is near latitude: 38.150 / longitude: -84.512.
Existing improvements	Undeveloped wooded land
Current ground cover	Grass, weeds and scattered trees
Existing topography	Steeply sloping with approximately 25 feet of topographic relief within the lease area. The tower will be constructed at about El.1,100 feet.

2.0 SUBSURFACE CONDITIONS

2.1 Geology

FORMATION[1]	DESCRIPTION
Breathitt Formation – Fire Clay Coal Bed	Siltstone, sandstone, shale and coal. Siltstone is medium dark gray and weathers yellowish brown, sandy to clayey, grades laterally to sandstone and locally interstratifies with very fine grained sandstone. Sandstone is very fine to medium grained and locally calcareous. Shale is grayish black to black, silty and fissile on weathering

1. Based on the Geologic Map of *Georgetown* quadrangle, Kentucky, published by the Kentucky Geological Survey (1967).

2.2 Typical Profile

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

Description	Approximate Depth to Bottom of Stratum (feet)	Material Encountered	Consistency/Density
Surface	¼	Topsoil	N/A
Stratum 1	3	Lean Clay	Stiff[1]
Stratum 3	40	Highly Weathered Siltstone w/ interbedded sandstone	Hard [2]
Stratum 4	45	Bedrock – weathered siltstone with interbedded sandstone and shale	Auger Refusal Conditions [3] Recovery = 100% RQD = 20%

1. The native silty lean clay is considered stiff based on a measured SPT N-value of 22 blows per foot (bpf).
2. Weathered siltstone having SPT-N values ranging from 32 to 50+ bpf.
3. The auger refusal condition discussed is based on conditions impenetrable to a 3¼ inch I.D. hollow-stem auger boring advanced using a truck-mounted CME 55 drill rig.

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 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. Long term observation of the groundwater level in monitoring wells, sealed from the influence of surface water, would be required to obtain accurate groundwater levels on the site.

3.0 RECOMMENDATIONS FOR DESIGN AND CONSTRUCTION

3.1 Geotechnical Considerations

Based on the encountered subsurface conditions, the proposed tower can be either founded on drilled piers or on a mat foundation. The equipment building may be supported on shallow spread footings. Design recommendations for the tower drilled piers and a mat foundation as well as shallow footings for the equipment building 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	Ignore	Ignore	Ignore	Ignore	Ignore	Ignore	Ignore
Highly Weathered Sandstone and Siltstone 3-45	800	8,000	1,500	10,000	--	0.004	300

1. Pier observation is recommended to adjust pier length if variable soil/rock conditions are encountered. A total unit weight of 125 pcf can be assumed for the weathered sandstone and siltstone.

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. The allowable end bearing pressure provided in the table has an approximate factor of safety of at least 3. If the drilled piers are designed using the above parameters and bear within the highly weathered siltstone bedrock, settlements are not anticipated to exceed 1 inch.

The upper 3 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 subsurface conditions, bedrock weathering and or intact bedrock depths, we recommend that drawings instruct the contractor to notify the engineer if subsurface conditions significantly different than encountered in our boring are disclosed during drilled pier installation. Under these circumstances, it may be necessary to adjust the overall length of the pier. To facilitate these adjustments and assure that the piers are embedded in suitable materials, it is recommended that a Terracon representative observe the drilled pier excavations.

Although our boring was able to penetrate the highly weathered sandstone and siltstone, there is a possibility that larger diameter drilled pier equipment will refuse on this material at higher elevations than shown in our boring. The contractor should recognize the hardness of the material and be prepared to use rock teeth or other means to extend through these layers.

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.

3.2.2 Shallow Mat Foundation System

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

DESCRIPTION	VALUE
Foundation Subgrade [1]	Suitable natural soil or engineered granular fill extending to suitable natural soil
Net allowable bearing pressure [2]	4,000 psf
Allowable passive pressure [3]	750 psf
Coefficient of sliding friction [3]	0.35
Vertical Modulus of Subgrade Reaction (pci)	150
Minimum embedment below finished grade for frost protection	18 inches
Approximate total settlement [4]	1 inch

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

Uplift forces can be resisted by the dead weight of the footing and the effective weight of any soil above the footing. A unit weight of soil not exceeding 120 pcf is appropriate for the on-site soils backfilled above the foundation, assuming that it is compacted to at least 95 percent of standard Proctor maximum dry density (ASTM D-698). A unit weight of 150 pcf could be used for reinforced footing concrete. The ground surface should be sloped away from the foundation to avoid ponding of water and saturation of the backfill materials.

The base of all foundation excavations should be free of water and loose soil prior to placing concrete. Concrete should be placed soon after excavating to reduce bearing soil disturbance. Should the soils at bearing level become excessively dry, disturbed or saturated, or frozen, the affected soil should be removed prior to placing concrete. Place a lean concrete mud-mat over the bearing soils if the excavations must remain open over night or for an extended period of time.

It is recommended that the geotechnical engineer be retained to observe and test the soil foundation bearing materials.

3.2.3 Equipment Building/Cabinet Foundations

DESCRIPTION		VALUE
Foundation Subgrade [1]		Suitable natural soil or engineered granular fill extending to suitable natural soil
Net allowable bearing pressure [2]		2,500 psf
Minimum footing sizes	**Isolated:**	2 feet by 2 feet
	Wall :	16 inches wide
Coefficient of sliding friction		0.35
Minimum embedment below finished grade for frost protection [3]		18 inches
Approximate total settlement [4]		1 inch

1. A geotechnical engineer should verify 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 trees including stumps and roots, 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]
Silty clay, Lean clay, Sandy clay	CL-ML[3], CL (LL<50 & PI<22)	Beneath equipment building and access road all elevations
Well graded granular material	GW, SW, SM, and SC [2]	All locations and elevations

On-site soils (Lean clay, sandstone and siltstone)	CL, CH	Beneath equipment building and access road assuming the weathered rock can be broken down to 4 inch maximum particle size.

1. Controlled, compacted fill should consist of approved materials that are free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade. A sample of each material type should be submitted to the geotechnical engineer for evaluation. Any fill to be placed beneath the tower footing should consist of well graded granular material.
2. Similar to crushed limestone aggregate or limestone screenings or granular material such as sand, gravel or crushed stone (pug mix).
3. If silty clay is used as fill, difficulties should be expected to achieve compaction. Stringent moisture control techniques will have to be utilized to achieve compaction due to moisture sensitive nature.

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 2% above or 1% below optimum moisture content as determined by the standard Proctor test at the time of placement

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

3.3.2 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

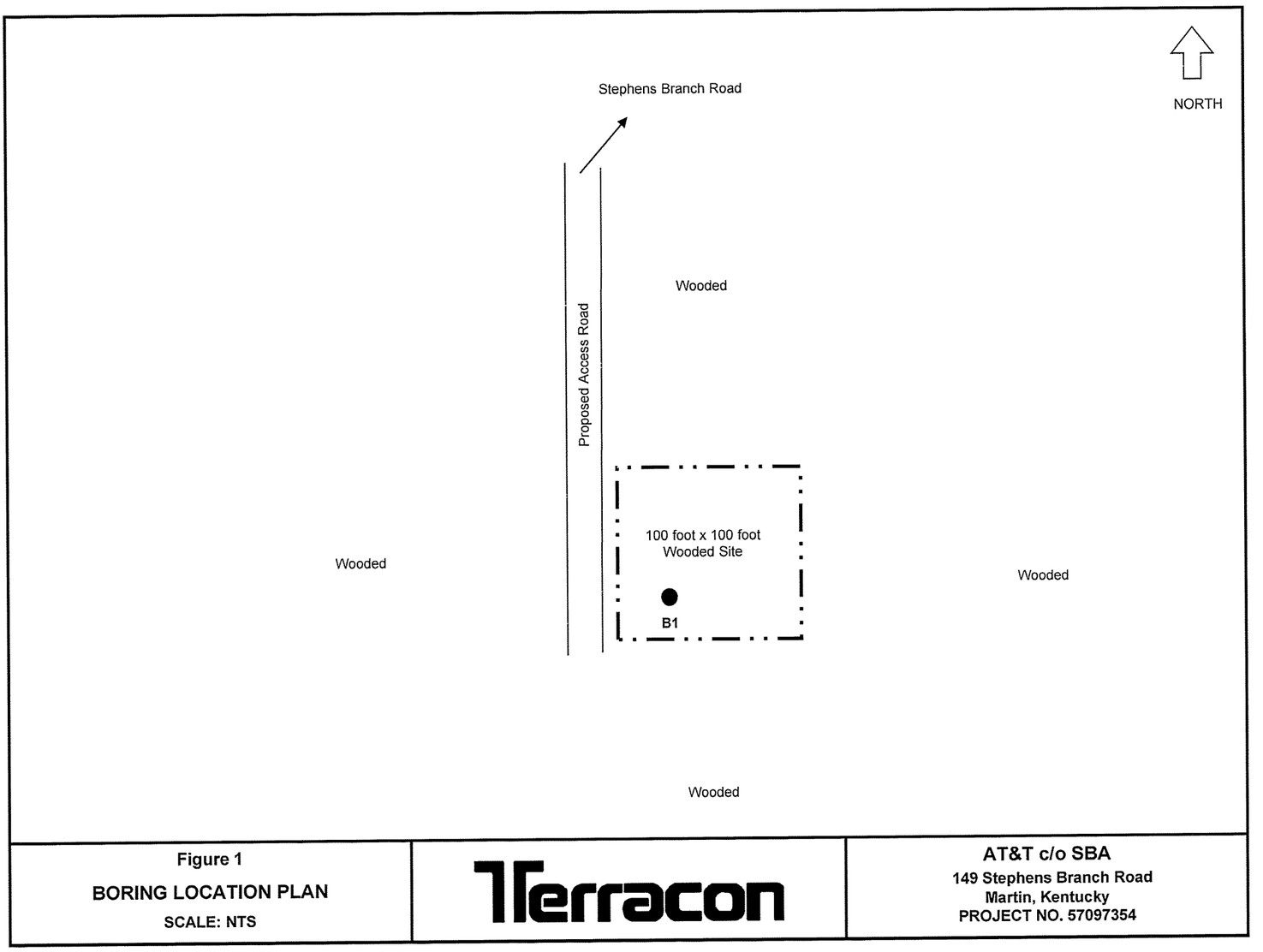


Figure 1 **BORING LOCATION PLAN** **SCALE: NTS**	Terracon	**AT&T c/o SBA** **149 Stephens Branch Road** **Martin, Kentucky** **PROJECT NO. 57097354**

LOG OF BORING NO. B-1

CLIENT: **AT&T Mobility c/o SBA**

SITE: **149 Stephens Branch Rd, Martin, Kentucky**

PROJECT: **290' Guyed Tower, Manton Tower Site**

Approx. Surface Elev.: 1099 ft

GRAPHIC LOG	DESCRIPTION		DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES SPT - N BLOWS / ft.	TESTS WATER CONTENT, %	TESTS DRY UNIT WT pcf	TESTS UNCONFINED STRENGTH, psf
	0.3	**TOPSOIL (APPROX. 3")**	1098.5								
	3	**SILTY LEAN CLAY** with sandstone fragments, light brown and tan, very stiff, slightly moist	1096	CL	1	SS	12	22			
					2	SS	18	32			
	6	**HIGHLY WEATHERED SANDSTONE** with siltstone, brown, hard, slightly moist	1093		3	SS	16	22- 50/6"			
		HIGHLY WEATHERED SILTSTONE, brown and tan, hard, slightly moist			4	SS	5	50/5"			
		with trace sandstone at 25 feet			5	SS	5	50/5"			
					6	SS	5	50/5"			
					7	SS	5	50/5"			
					8	SS	5	50/5"			
					9	SS	6	50/6"			
	40	Auger refusal at 40 feet, began coring	1059		10	SS	0	50/0"			
		SILTSTONE with interbedded sandstone, severely weathered, soft, very close to closely bedded			R-1	DB	100%	RQD 20%			
	45	(with shale in final 3 feet of core) Coring terminated at 45 feet	1054								

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

**CME 140H SPT automatic hammer

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

Terracon

BORING STARTED	2-17-10		
BORING COMPLETED	2-17-10		
RIG	ATV D-50	FOREMAN	BW
APPROVED	BK	JOB #	57097354

BOREHOLE 99 57097354 BORING LOGS.GPJ TERRACON.GDT 2/25/10

Field Exploration Description

The boring was drilled at the center of the lease area as staked in the field by the owner's representative. The approximate boring location is shown on the enclosed boring location plan. The surface elevation shown on the boring log was obtained from the site plan prepared by BTM Engineering, Inc.

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

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

Auger refusal was encountered at a depth of about 40 feet. Below this depth, the boring was advanced into the refusal materials using a diamond bit attached to the outer barrel of a double core barrel. The inner barrel collected the cored material as the outer barrel was rotated at high speeds to cut the rock. The barrel was retrieved to the surface upon completion of each drill run. Once the core samples were retrieved, they were placed in a box and logged. The rock was later classified by an engineer and the "percent recovery" and rock quality designation (RQD) was determined.

The "percent recovery" is the ratio of the sample length retrieved to the drilled length, expressed as a percent. An indication of the actual in-situ rock quality is provided by calculating the sample's RQD. The RQD is the percentage of the cumulative length of broken cores retrieved which have core segments at least 4 inches in length (discounting mechanical breaks) compared to each drilled length. The percent recovery and RQD are related to rock soundness and quality as illustrated 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 samples were classified in the laboratory based on visual observation, texture and plasticity. The descriptions of the soils indicated on the boring logs 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 logs. A brief description of this classification system is attached to this report.

Due to the nature of the overburden samples as well as the quality of the rock core samples, no laboratory tests were performed.

GENERAL NOTES

DRILLING & SAMPLING SYMBOLS:

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

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

WATER LEVEL MEASUREMENT SYMBOLS:

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

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

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

CONSISTENCY OF FINE-GRAINED SOILS

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

RELATIVE DENSITY OF COARSE-GRAINED SOILS

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

RELATIVE PROPORTIONS OF SAND AND GRAVEL

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

GRAIN SIZE TERMINOLOGY

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

RELATIVE PROPORTIONS OF FINES

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

PLASTICITY DESCRIPTION

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

UNIFIED SOIL CLASSIFICATION SYSTEM

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

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

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

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

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

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

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

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

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

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

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

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

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

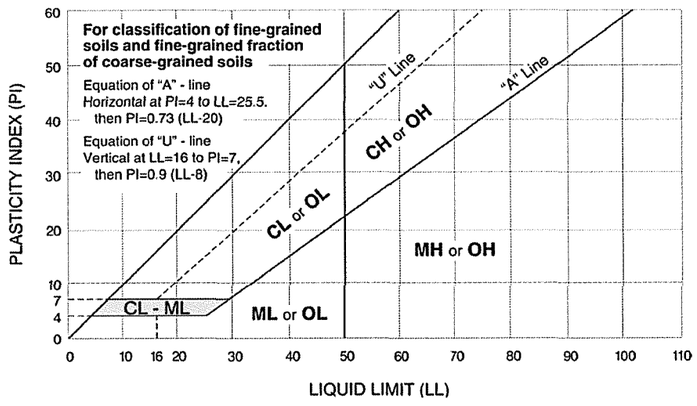
[M] If soil contains ≥ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.

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

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

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

[Q] PI plots below "A" line.



GENERAL NOTES

Description of Rock Properties

WEATHERING

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

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

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

Joint, Bedding, and Foliation Spacing in Rock [a]

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

a. Spacing refers to the distance normal to the planes, of the described feature, which are parallel to each other or nearly so.

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

a. RQD (given as a percentage) = length of core in pieces 4 in. and longer/length of run.

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

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

Appalachian Wireless

Exhibit G

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

Aeronautical Study No.
2009-ASO-6198-OE

Issued Date: 12/11/2009

Jason Pence
Rick Suarez (JP)
5601Legacy Drive MS: A3
Plano, TX 75024

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

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

Structure:	Antenna Tower Manton
Location:	Martin, KY
Latitude:	37-33-10.50N NAD 83
Longitude:	82-46-36.30W
Heights:	300 feet above ground level (AGL) 1399 feet above mean sea level (AMSL)

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

As a condition to this Determination, the structure is marked and/or lighted in accordance with FAA Advisory circular 70/7460-1 K Change 2, Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12.

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

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

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 06/11/2011 unless:

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

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

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

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

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

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

If we can be of further assistance, please contact our office at (847) 294 7575. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2009-ASO-6198-OE.

Signature Control No: 661886-120818660 (DNE)
Vivian Vilaro
Specialist

Attachment(s)
Frequency Data

cc: FCC

Frequency Data for ASN 2009-ASO-6198-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

Morton
2/3/2010

KENTUCKY AIRPORT ZONING COMMISSION

STEVEN BESHEAR
Governor

90 Airport Road, Bldg 400
FRANKFORT, KY
www.transportation.ky.gov/aviation
502 564-4480

January 20, 2010

APPROVAL OF APPLICATION

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

SUBJECT: AS-036-PBX-2009-231

STRUCTURE:	Antenna Tower
LOCATION:	Prestonsburg, KY
COORDINATES:	37° 33' 10.50" N / 82° 46' 36.37" W
HEIGHT:	300' AGL/1399'AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct 300'AGL/ 1399'AMSL Antenna Tower near Prestonsburg, KY 37° 33' 10.50" N / 82° 46' 36.37" W.

This permit is valid for a period of 18 Month(s) from its date of issuance. If construction is not completed within said 18-Month period, this permit shall lapse and be void, and no work shall be performed without the issuance of a new permit.

A copy of the approved application is enclosed for your files.

Medium Dual Obstruction Lighting is required.

John Houlihan
Administrator

Exhibit H

ULS License

Cellular License - KNKN861 - NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign	KNKN861	Radio Service	CL - Cellular
Status	Active	Auth Type	Regular

Market

Market	CMA451 - Kentucky 9 - Elliott	Channel Block	A
Submarket	0	Phase	2

Dates

Grant	08/21/2001	Expiration	10/01/2011
Effective	03/16/2010	Cancellation	

Five Year Buildout Date

02/04/1997

Control Points

1	1650 Lyndon Farms Court, LOUISVILLE, KY P: (502)329-4700
2	707 CONCORD ROAD, KNOXVILLE, TN

Licensee

FRN	0003291192	Type	Limited Liability Company

Licensee

NEW CINGULAR WIRELESS PCS, LLC
5601 LEGACY DRIVE, MS: A-3
PLANO, TX 75024
ATTN FCC Group

P: (469)229-7471
F:(469)229-7297
E:LG5201@ATT.COM

Contact

AT&T MOBILITY LLC
Michael P Goggin
1120 20th Street, NW, Suite 1000
Washington, DC 20036
ATTN Michael P. Goggin

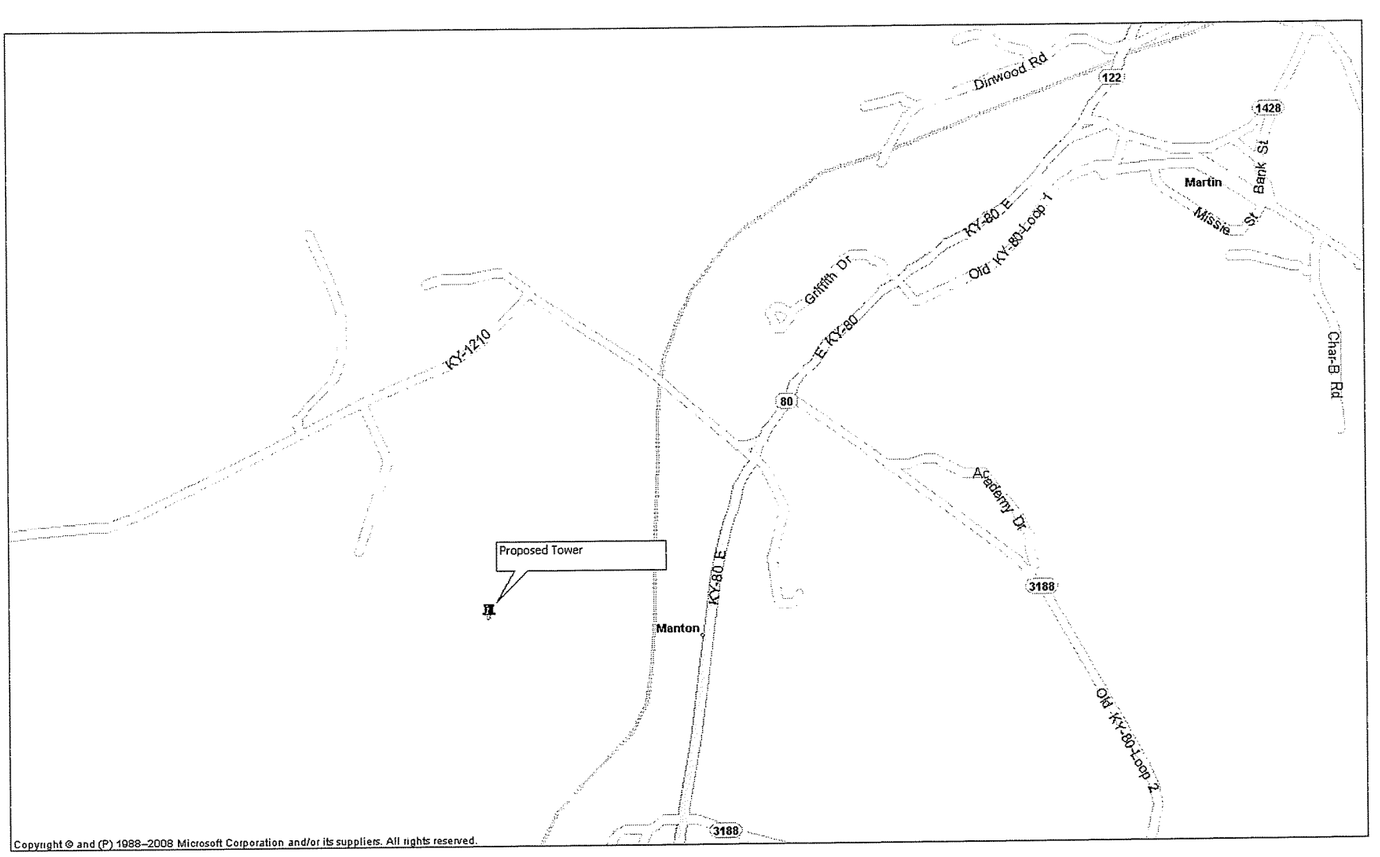
P: (202)457-2055
F:(202)457-3074
E:MG7268@att.com

Ownership and Qualifications

Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

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

Exhibit I



Directions to Site: From Prestonsburg at the intersection of State Route 1428 (Lake Road) and State Route 114, proceed West on State Route 114 approximately 1.0 miles to the junction of U.S. 23/460. Turn left onto U.S. 23/460 and proceed for approximately 3.10 miles to State Route 80. Turn right onto State Route 80 and proceed for approximately 6.25 miles to State Route 1210. Turn right onto to State Route 1210 and proceed for approximately 0.15 miles to M.M. May Lane. Turn left onto M. M. May Lane to access road and follow to site at the end of the access road.

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

Market: South/ TN-KY
Cell Site Number: 474G0129
Cell Site Name: Manton
Fixed Asset Number: 10128743

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 Merle M. & Clara Deanna May, husband and wife, having a mailing address of P.O. Box 291, Martin, KY 41649 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, Georgia 30004 (hereinafter referred to as "**Tenant**").

BACKGROUND

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

The parties agree as follows:

1. **OPTION TO LEASE.**

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

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

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

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

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

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

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

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

3. TERM.

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

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

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

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

4. RENT.

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

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

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

5. APPROVALS.

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

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

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

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

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

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

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

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

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

7. **INSURANCE.**

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

8. **INTERFERENCE.**

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

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

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

9. INDEMNIFICATION.

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

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

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

10. WARRANTIES.

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

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

11. ENVIRONMENTAL.

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

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

(c) The indemnifications of this Paragraph 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal

or restoration work required by any governmental authority. The provisions of this Paragraph 11 will survive the expiration or termination of this Agreement.

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

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

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any structual steel or any foundations or underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord 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, sell or transfer its interest under this Agreement without the approval or consent of Landlord, to Tenant's parent or member company or any affiliate or subsidiary of, or partner in, Tenant or its parent or member company or to any entity which acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises, in whole or in part, without Landlord's consent. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

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

If to Tenant: New Cingular Wireless PCS, LLC

Attn: AT&T Network Real Estate Administration
Re: Cell Site # 474G0129 ; Cell Site Name: Manton
Fixed Asset No: 10128743
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site # 474G0129 ; Cell Site Name: Manton
Fixed Asset No: 10128743
1025 Lenox Park Blvd
5th Floor
Atlanta, GA 30319

If to Landlord: Merle M. & Clara Deanna May
P.O. Box 291
Martin, KY 41649

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

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

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

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

19. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord aggress to use its reasonable efforts to permit Tenant to place temporary transmission and reception

facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facility is completed.

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

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

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

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

(b) If at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("**Purchase Offer**"), Landlord shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects. Tenant shall have the right within thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract substantially similar to the Purchase Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may assign the rental stream pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Subparagraph 22(B), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the

Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Landlord shall re-offer to Tenant, pursuant to the procedure set forth in this subparagraph 22(b), the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of, Landlord and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Agreement.

23. MISCELLANEOUS.

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

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

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

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

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

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

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

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

(i) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the

terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

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

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

[SIGNATURES APPEAR ON THE NEXT PAGE]

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

WITNESSES:

Print Name: Stephanie Ann Wallace

Print Name: Brian Wallace

Print Name: ERICA L. CLANTON

Print Name: _____

"LANDLORD"

Merle M. May

By: Leslie Ann Sizemore PR

Print Name: Leslie Ann Sizemore

Its: May Property

Date: 12-14-09

"TENANT"

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

By: _____

Print Name: Daniel Toth

Its: Manager of Real Estate and Construction

Date: 4/5/10

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

WITNESSES:

Print Name: Alex Patton

Print Name: Brandon Sizemore

Print Name: _____

Print Name: _____

"LANDLORD"

Clara Deason May

By: _____

Print Name: Leslie Ann Sizemore

Its: May Property

Date: 7/24/10

"TENANT"

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

By: _____
Print Name: Daniel Toth
Its: Manager of Real Estate and Construction
Date: _____

TENANT ACKNOWLEDGMENT

STATE OF TENNESSEE)
) ss:
COUNTY OF WILLIAMSON)

On the 5th day of APRIL, 2009 before me personally appeared Dan Foth, and acknowledged under oath that he is the Manager of Real Estate & Construction of NewLingular Wireless Services, the a Delaware limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

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

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

LANDLORD ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Kentucky)
) ss:
COUNTY OF Floyd)

BE IT REMEMBERED, that on this 18th day of December, 2009 before me, the subscriber, a person authorized to take oaths in the State of Kentucky, personally appeared Leslie Ann Sizemore, POA who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Merle M. May by,

Justin Dean Kerbula
Notary Public: State at Large
My Commission Expires: 8-31-2013

EXHIBIT 1

DESCRIPTION OF PREMISES
Page __1_ of _2_

to the Agreement dated _APRIL 5_, 2010, by and between Merle M. and Clara Deanna May, a husband and wife as Landlord, and New Cingular Wireless PCS, LLC , a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows: SEE ATTACHED

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.

1
2

Exhibit 1
page 2 of 2

LEGAL DESCRIPTIONS

THIS IS THE DESCRIPTION FOR AT&T, FOR AN AREA TO BE LEASED FROM A TRACT OF LAND CONVEYED TO MERLE M. AND CLARA DEANNA MAY BY DEEDS OF RECORD IN DEED BOOK 373, PAGE 198, DEED BOOK 275, PAGE 456, DEED BOOK 309, PAGE 593 AND DEED BOOK 487, PAGE 455 ALL IN THE OFFICE OF THE COUNTY CLERK OF FLOYD COUNTY, KENTUCKY AND FURTHER DESCRIBED AS FOLLOWS:

DESCRIPTION OF PROPOSED LEASE AREA AND EASEMENTS

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

COMMENCING AT A FOUND BEECH TREE AT A NORTHWEST PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO MERLE M. AND CLARA DEANNA MAY BY DEED OF RECORD IN DEED BOOK 373, PAGE 198 IN THE OFFICE OF THE COUNTY CLERK OF FLOYD COUNTY, KENTUCKY; THENCE S02°35'28"E, 192.32 FEET TO A SET REBAR #5 REBAR WITH CAP STAMPED "JOHN THOMAS #3259" (HEREAFTER REFERRED TO AS SET REBAR) AT THE POINT OF BEGINNING 1; THENCE WITH THE PROPOSED LEASE AREA THE NEXT FOUR CALLS, S88°19'49"E, 100.00 FEET TO A SET REBAR; THENCE S01°40'11"W, 100.00 FEET TO A SET REBAR; THENCE N88°19'49"W, 100.00 FEET TO A SET REBAR; THENCE N01°40'11"E, 100.00 FEET TO THE POINT OF BEGINNING 1 AND CONTAINING 10,000 SQUARE FEET.

ALSO, THE RIGHT TO USE FOR ACCESS AND UTILITIES FOR THE ABOVE DESCRIBED LEASE AREA, A 30 FOOT WIDE EASEMENT THE CENTERLINE DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND BEECH TREE AT A NORTHWEST PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO MERLE M. AND CLARA DEANNA MAY BY DEED OF RECORD IN DEED BOOK 373, PAGE 198 IN THE OFFICE OF THE COUNTY CLERK OF FLOYD COUNTY, KENTUCKY; THENCE S02°35'28"E, 192.32 FEET; THENCE N01°40'11"E, 15.00 FEET TO THE POINT OF BEGINNING 2; THENCE WITH SAID EASEMENT CENTERLINE THE FOLLOWING 28 CALLS, S88°19'49"E, 42.59 FEET; THENCE N28°30'19"E, 180.96 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING OF N50°49'12"E, 113.91 FEET; THENCE N73°08'05"E, 122.29 FEET; THENCE N88°00'48"E, 105.73 FEET; THENCE N82°15'40"E, 87.45 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 22.00 FEET AND A CHORD BEARING OF N03°59'48"E, 43.67 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET AND A CHORD BEARING OF N54°51'10"W, 139.15 FEET; THENCE N36°17'31"W, 110.30 FEET; THENCE N44°37'33"W, 46.80 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 17.00 FEET AND A CHORD BEARING OF N33°03'28"E, 33.22 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET AND A CHORD BEARING OF N78°32'22"E, 67.45 FEET; THENCE N42°20'15"E, 104.09 FEET; THENCE N38°28'24"E, 91.29 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET AND A CHORD BEARING OF N55°12'02"E, 72.09 FEET; THENCE N71°57'41"E, 92.12 FEET THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CHORD BEARING OF S54°46'49"E, 58.09 FEET; THENCE S01°31'18"E, 45.14 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET AND A CHORD BEARING OF S64°14'39"E, 17.78 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 115.00 FEET AND A CHORD BEARING OF N08°27'30"E, 187.04 FEET; THENCE N38°13'02"W, 67.33 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET AND A CHORD BEARING OF N55°01'17"W, 92.51 FEET; THENCE N71°48'38"W, 162.81 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 12.50 FEET AND A CHORD BEARING OF N28°43'52"E, 24.64 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 235.00 FEET AND A CHORD BEARING OF S88°24'38"E, 140.77 FEET; THENCE N74°05'02"E, 97.18 FEET; THENCE S85°23'00"E, 61.52 FEET; THENCE N85°20'27"E, 145.45 FEET TO THE TERMINATION OF SAID EASEMENT CENTERLINE IN THE EXISTING RAILROAD RIGHT OF WAY.

NOTE

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

FLOOD PLAIN CERTIFICATION

I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 21006900708 DATED SEPTEMBER 5, 1984 AND THE LEASE AREA DOES NOT APPEAR TO BE IN A FLOOD HAZARD AREA.

LAND SURVEYOR'S CERTIFICATE

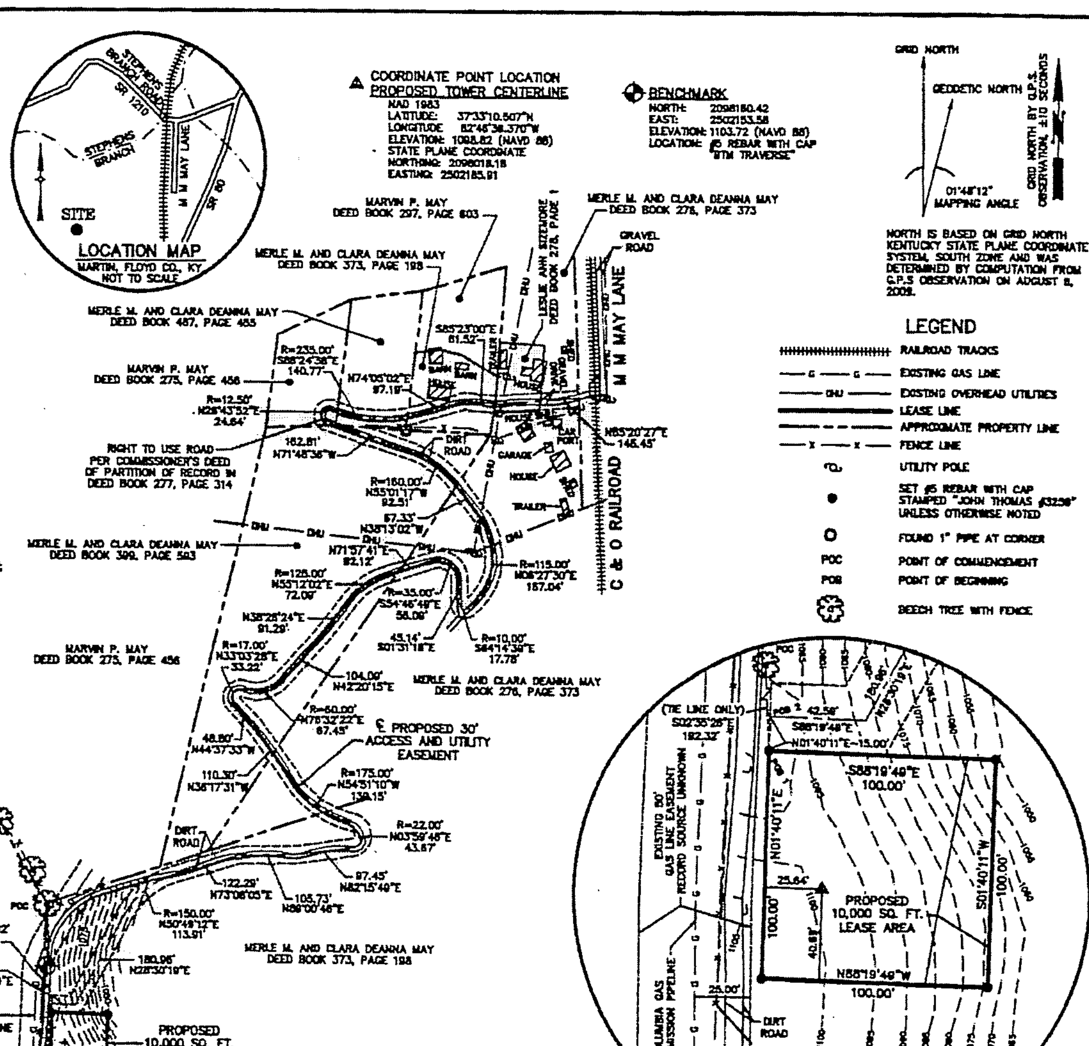
I HEREBY CERTIFY THAT THIS PLAT AND SURVEY WERE MADE UNDER MY SUPERVISION, AND THAT THE ANGULAR AND LINEAR MEASUREMENTS AS WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS MADE BY METHOD OF RANDOM TRAVERSE WITH SIDESHOTS. THE UNADJUSTED CLOSURE RATIO OF THE TRAVERSE WAS GREATER THAN 1:5,000.

[signature] 9-11-09
JOHN M. THOMAS, PLS 3259 — DATE

OWNER APPROVAL: — DATE

OWNER APPROVAL: — DATE

AT&T APPROVAL: — DATE



at&t

nsoro
It's just good business.

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

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

SITE NAME: MANTON

SITE I.D.: 47400129

SITE ADDRESS: M M MAY LANE, MARTIN, FLOYD CO., KY 41649

LEASE AREA: 10,000 SQ. FT.

PROPERTY OWNER: MERLE M. & CLARA DEANNA MAY, PO BOX 291, MARTIN, KY 41649

TAX MAP NUMBER: 38

PARCEL NUMBER: 38.10, 38.12, 38.9, 38.8 AND 69

SOURCE OF TITLE:
DEED BOOK 373, PAGE 198
DEED BOOK 276, PAGE 373
DEED BOOK 309, PAGE 593
DEED BOOK 487, PAGE 455

LATITUDE: 37° 33' 10.507"N
LONGITUDE: 82° 46' 38.370"W

NO.	REVISION/ISSUE	DATE
1	ISSUE	9/11/09

TITLE: COMMUNICATIONS SITE SURVEY

SHEET: C-2

Exhibit J

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

Marvin P. May
C/o Irene B. May
108 Willis Court
Berea, KY 40403

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 M.M. May Lane, Martin, Kentucky 41649. A map showing the location is attached. The proposed facility will include a 290 foot self-support tower, plus related ground facilities.

This notice is being sent to you because the Floyd 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 2010-00103 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

Joyce May & Steven Terry Sizemore
P.O. Box 622
Martin, KY 41649

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 M.M. May Lane, Martin, Kentucky 41649. A map showing the location is attached. The proposed facility will include a 290 foot self-support tower, plus related ground facilities.

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Sincerely,

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

Enclosure

BRIGGS LAW OFFICE, PSC

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

Antoinette Devore
183 Doc Allen Branch
Langley, KY 41645

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 M.M. May Lane, Martin, Kentucky 41649. A map showing the location is attached. The proposed facility will include a 290 foot self-support tower, plus related ground facilities.

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Sincerely,

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

Enclosure

BRIGGS LAW OFFICE, PSC

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

Floyd County Board of Education
360 South Front Street
Prestonsburg, KY 41653

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 M.M. May Lane, Martin, Kentucky 41649. A map showing the location is attached. The proposed facility will include a 290 foot self-support tower, plus related ground facilities.

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The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2010-00103 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

Mason Moore
3617 Watermelon Lane
New Smyrna Beach, FL 32168

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 M.M. May Lane, Martin, Kentucky 41649. A map showing the location is attached. The proposed facility will include a 290 foot self-support tower, plus related ground facilities.

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Sincerely,

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

Enclosure

landlord

① TAX MAP 38, PARCEL 38.10
MERLE & CLARA DEANNA MAY
PO BOX 291
MARTIN, KY 41649

② TAX MAP 38, PARCEL 71.02
ANTOINETTE DEVORE
183 DOC ALLEN BRANCH
LANGLEY, KY 41645

③ TAX MAP 38, PARCEL 39
FLOYD CO. BOARD OF EDUCATION
NO ADDRESS LISTED
ON PVA RECORDS

④ TAX MAP 38, PARCEL 38.7
JOYCE MAY & STEVEN TERRY SIZEMORE
PO BOX 622
MARTIN, KY 41649

⑤ TAX MAP 38, PARCEL 38.8
MARVIN P. MAY
C/O IRENE B. MAY
108 WILLIS CT
BEREA, KY 40403

⑥ TAX MAP 38, PARCEL 38.4
MERLE & CLARA DEANNA MAY
PO BOX 291
MARTIN, KY 41649

⑦ TAX MAP 38, PARCEL 38.13
MARVIN P. MAY
C/O IRENE B. MAY
108 WILLIS CT
BEREA, KY 40403

⑧ TAX MAP 38, PARCEL 38.9
MERLE M. & DEANNA MAY
PO BOX 291
MARTIN, KY 41649

⑨ TAX MAP 38, PARCEL 38.6
MERLE & CLARA DEANNA MAY
PO BOX 291
MARTIN, KY 41649

⑩ TAX MAP 38, PARCEL 38.5
MARVIN P. MAY
C/O IRENE B. MAY
108 WILLIS CT
BEREA, KY 40403

⑪ TAX MAP 38, PARCEL 38.12
MERLE & CLARA DEANNA MAY
PO BOX 291
MARTIN, KY 41649

⑫ TAX MAP 38, PARCEL 69
MERLE & CLARA DEANNA MAY
PO BOX 291
MARTIN, KY 41649

[redacted]

[redacted]

⑯ TAX MAP 38, PARCEL 70
MASON MOORE
3617 WATERMELON LANE
NEW SMYRNA BEACH, FL 32168

GENERAL NOTE:

ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF FLOYD COUNTY, KY PROPERTY VALUATION ADMINISTRATION OFFICE ON 8-4-09. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESS DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES.

at&t

nsoro
It's just good business.

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

9-11-09
STATE OF KENTUCKY
JOHN M. THOMAS
3259
LICENSED PROFESSIONAL LAND SURVEYOR

SITE NAME: MANTON

SITE I.D.: 474G0129

SITE ADDRESS: M M MAY LANE
MARTIN, FLOYD CO., KY 41649

LEASE AREA: 10,000 SQ. FT.

PROPERTY OWNER:
MERLE M. & CLARA DEANNA MAY
PO BOX 291
MARTIN, KY 41649

TAX MAP NUMBER: 38

PARCEL NUMBER:
38.10, 38.12, 38.9, 38.6 AND 69

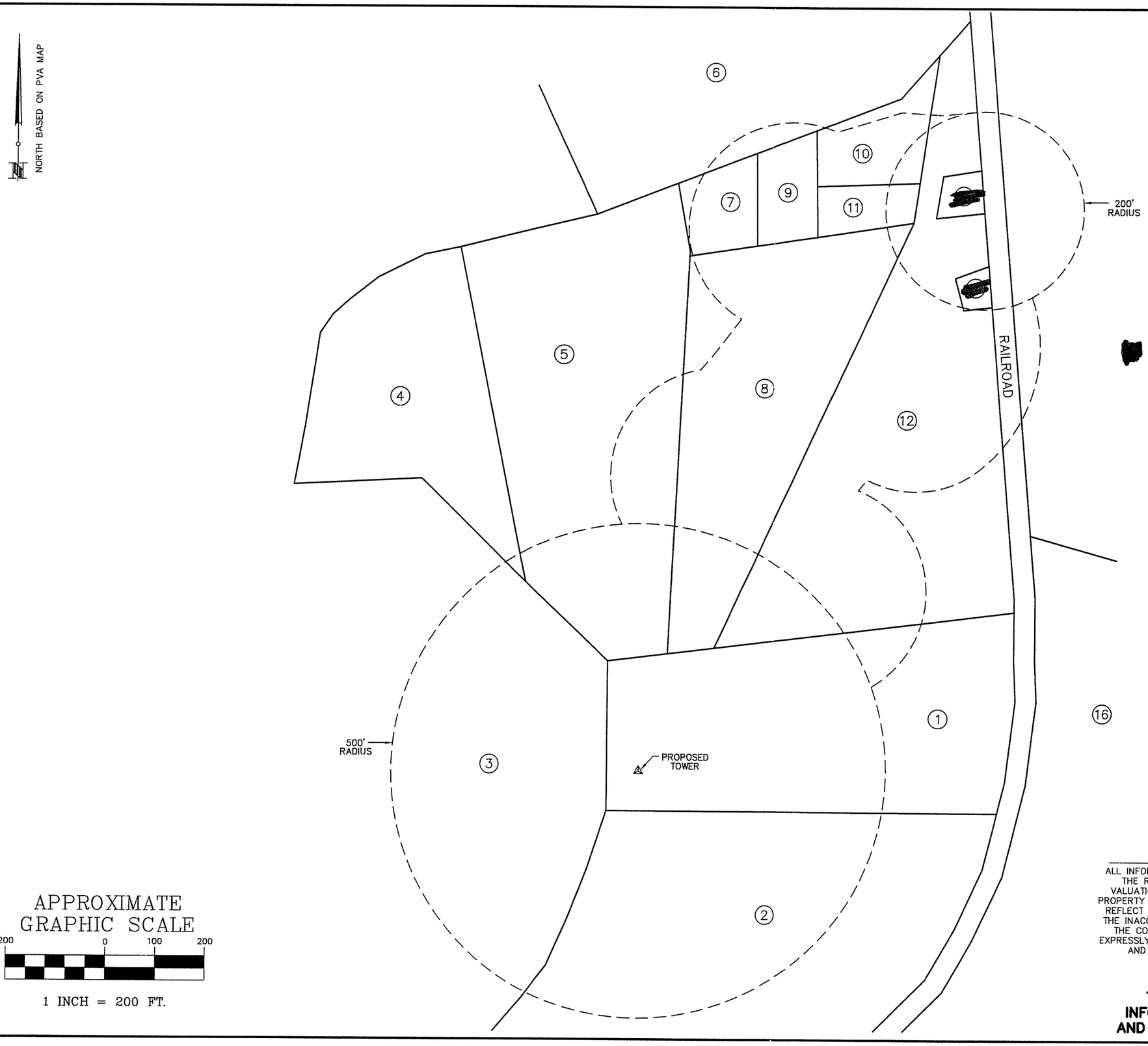
SOURCE OF TITLE:
DEED BOOK 373, PAGE 198
DEED BOOK 276, PAGE 373
DEED BOOK 399, PAGE 593
DEED BOOK 487, PAGE 455

LATITUDE: 37° 33' 10.507"N
LONGITUDE: 82° 46' 36.370"W

NO.	REVISION/ISSUE	DATE
1	ISSUE	9/11/09

TITLE:
500' RADIUS OWNER LIST

SHEET:
C-1A



APPROXIMATE GRAPHIC SCALE

200 0 100 200

1 INCH = 200 FT.

GENERAL NOTE:

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

at&t

nsoro
It's just good business.

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

9-11-09
STATE OF KENTUCKY
JOHN M. THOMAS
3259
LICENSED PROFESSIONAL LAND SURVEYOR

SITE NAME: MANTON

SITE I.D.: 474G0129

SITE ADDRESS: M M MAY LANE
MARTIN, FLOYD CO., KY 41649

LEASE AREA: 10,000 SQ. FT.

PROPERTY OWNER:
MERLE M. & CLARA DEANNA MAY
PO BOX 291
MARTIN, KY 41649

TAX MAP NUMBER: 38

PARCEL NUMBER:
38.10, 38.12, 38.9, 38.6 AND 69

SOURCE OF TITLE:
DEED BOOK 373, PAGE 198
DEED BOOK 276, PAGE 373
DEED BOOK 399, PAGE 593
DEED BOOK 487, PAGE 455

LATITUDE: 37° 33' 10.507"N
LONGITUDE: 82° 46' 36.370"W

NO.	REVISION/ISSUE	DATE
1	ISSUE	9/11/09

TITLE:
500' RADIUS VICINITY MAP

SHEET:
C-1

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 R.D. Marshall
Floyd County Judge Executive
149 S. Central Avenue
Prestonsburg, KY 41653

RE: Notice of Proposal to Construct Wireless Telecommunications Facility
Kentucky Public Service Commission--Case No. 2010-00103

Dear Judge Marshall:

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 M.M. May Lane, Martin, Kentucky 41649. A map showing the location is attached. The proposed facility will include a 290 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 2010-00103 in any correspondence.

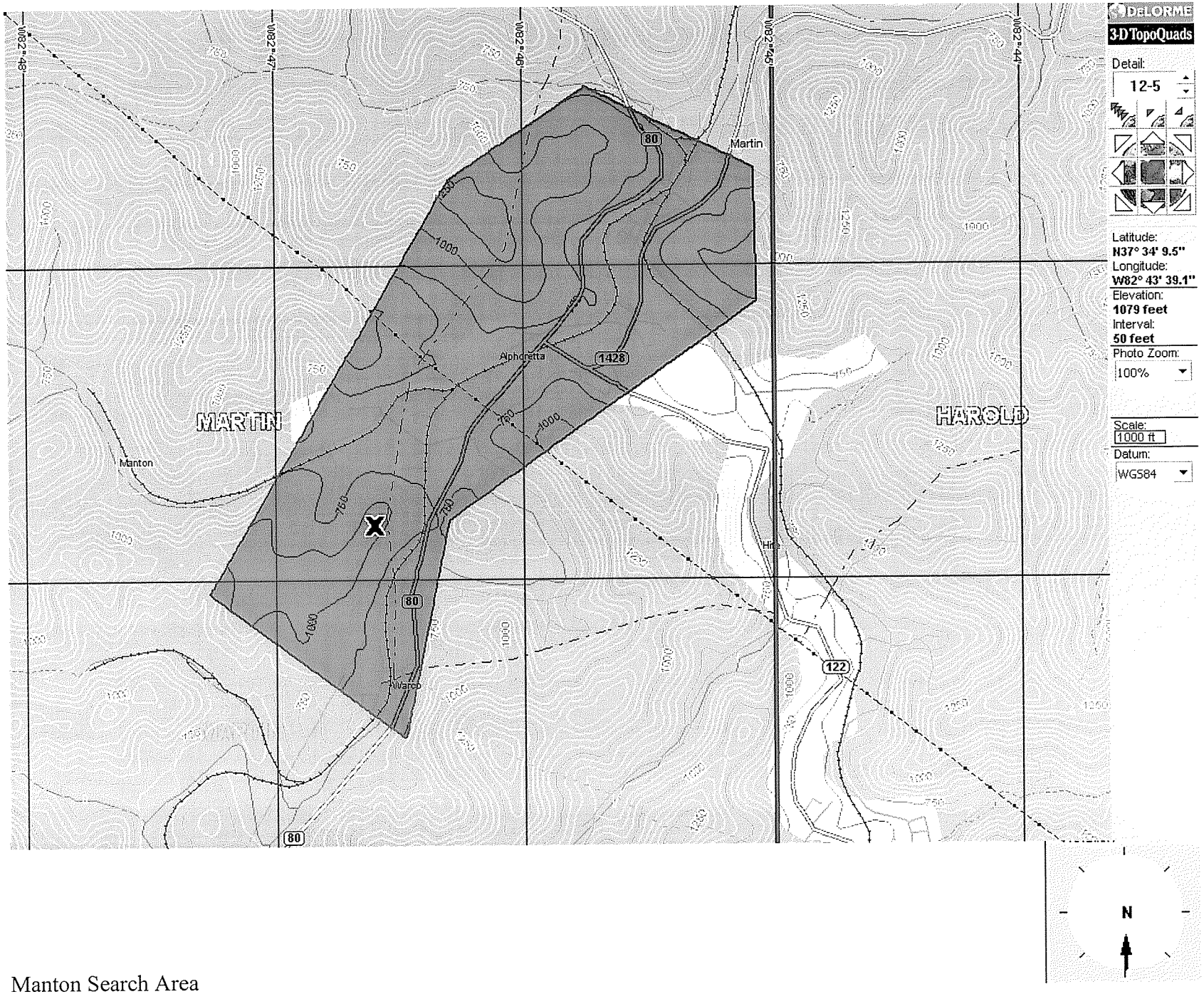
Sincerely,

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

Enclosure

Exhibit L

Exhibit M



Manton Search Area

Exhibit N

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

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

March 19, 2010

To Whom It May Concern:

Dear Sir or Madam:

This letter is to serve as documentation that the proposed AT&T site called Manton, to be located in Floyd County, KY at Latitude 37-33-10.5 North, Longitude 082-46-36.37 West, has been designed, and will be built and operated in accordance with all applicable FCC and FAA regulations.

Sherri A Lewis
RF Design Engineer

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

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

March 19, 2010

To Whom It May Concern:

Dear Sir or Madam:

This letter is to state the need of the proposed AT&T site called Manton, to be located in Floyd County, KY. The Manton site is necessary to improve coverage and eliminate interference in central Floyd County. This site will improve the coverage and reduce interference on Hwy 80, State Hwy 1210, State Hwy 3188, and the surrounding area. Our closest existing site to this area is over 4.5 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 high dropped calls and may experience poor call quality. With the addition of this site, the customers in this area of Floyd County will experience improved reliability, better in-building coverage, and improved access to emergency 911 services.

Sherri A Lewis
RF Design Engineer

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

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

March 19, 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 Manton site. There are no collocation opportunities available as there are no tall structures located within this site's search area.

Sherri A Lewis
RF Design Engineer