

**COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION**

**RECEIVED**

**MAR 03 2009**

**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: 2009-00076  
SEALS HOLLOW RD, LITTCARR )  
KNOTT COUNTY, KENTUCKY, 41834 )

SITE NAME: AMBURGEY (252G0124)

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

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

5. To address the above-described service needs, Applicant proposes to construct a WCF at Seals Hollow Road, Littcarr, Kentucky 41834 (37° 16' 08.947" North Latitude, 82° 55' 57.940" West Longitude (NAD 83)), in an area entirely within Knott County. The property in which the WCF will be located is currently owned by Manford and Patricia King, pursuant to that Deed of record in Deed Book 137, Page 281 in the Office of the Knott County Clerk. The proposed WCF will consist of a 300 foot self-support tower with an approximately 6-foot tall lightning arrestor attached to the top of the tower for a total height of 306 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, of Louisville, Kentucky, dated January 8, 2009 and is attached as **Exhibit E**. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who prepared the report is included as part of the exhibit.

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

9. The Federal Aviation Administration Notice of Proposed Construction of Alteration is attached as **Exhibit G**. The Kentucky Airport Zoning Commission Application for Permit to Construct or Alter a Structure was filed by the Applicant on February 6, 2009 and is also attached as **Exhibit G**. Approval from the FAA and KAZC will be forwarded once received.

10. The Applicant operates on frequencies licensed by the Federal Communications Commission pursuant to applicable federal requirements. Copies of the licenses are attached as **Exhibit H**. Appropriate FCC required signage will be posted on the site.

11. 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. 21119C0225C dated September 28, 2007 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 Kathy Kelly-Jacobs, of Nsoro.

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 Knott 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 Knott 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 Knott 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 Troublesome Creek Times).

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

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

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

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

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

Todd R. Briggs  
Briggs Law Office, PSC  
17300 Polo Fields Lane  
Louisville, KY 40245  
(502) 254-9756  
[briggslo@bellsouth.net](mailto:briggslo@bellsouth.net)

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

Respectfully submitted,



Todd R. Briggs  
Briggs Law Office, PSC  
17300 Polo Fields Lane  
Louisville, KY 40245  
Telephone 502-254-9756  
Counsel for New Cingular Wireless PCS, LLC

## LIST OF EXHIBITS

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

## **EXHIBIT A**

Commonwealth of Kentucky  
Trey Grayson, Secretary of State

7/22/2008

Division of Corporations  
Business Filings

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

**Certificate of Authorization**

Authentication Number: 67612

Jurisdiction: Kentucky

Visit <http://apps.sos.ky.gov/business/obdb/certvalidate.aspx> to authenticate this certificate.

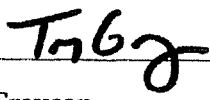
I, **Trey Grayson**, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State, **NEW CINGULAR WIRELESS PCS, LLC**

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

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

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



  
\_\_\_\_\_  
Trey Grayson  
Secretary of State  
Commonwealth of Kentucky  
67612/0481848

# Delaware

PAGE 1

The First State

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

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

2445544 8100

040770586



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary

AUTHENTICATION: 3434823

DATE: 10 26 04

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

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

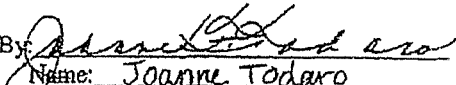
1. The name of the limited liability company is AT&T Wireless PCS, LLC (the "Company").
2. The Certificate of Formation of the Company is amended by deleting the first paragraph in its entirety and replacing it with a new first paragraph to read as follows:  
  
"FIRST: The name of the limited liability company is New Cingular Wireless PCS, LLC."
3. The Certificate of Amendment shall be effective at 7:30 p.m. EDT on October 26, 2004.

*[Signature on following page]*

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

AT&T WIRELESS PCS, LLC

By: Cingular Wireless LLC, its Manager

By:   
Name: Joanne Todaro  
Title: Assistant Secretary



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

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

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

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

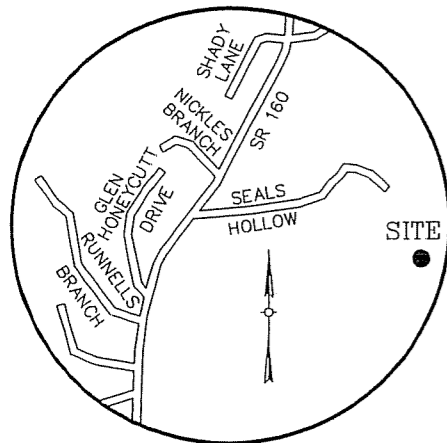
DATED this 7 day of September, 1999.

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



Mark U. Thomas, Vice President

## **EXHIBIT B**



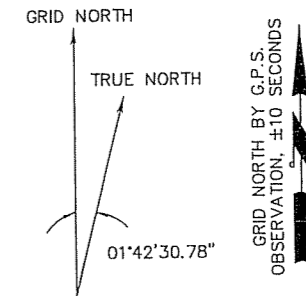
**LOCATION MAP**  
LITT CARR, KNOTT CO., KY  
NOT TO SCALE

**LEGEND**

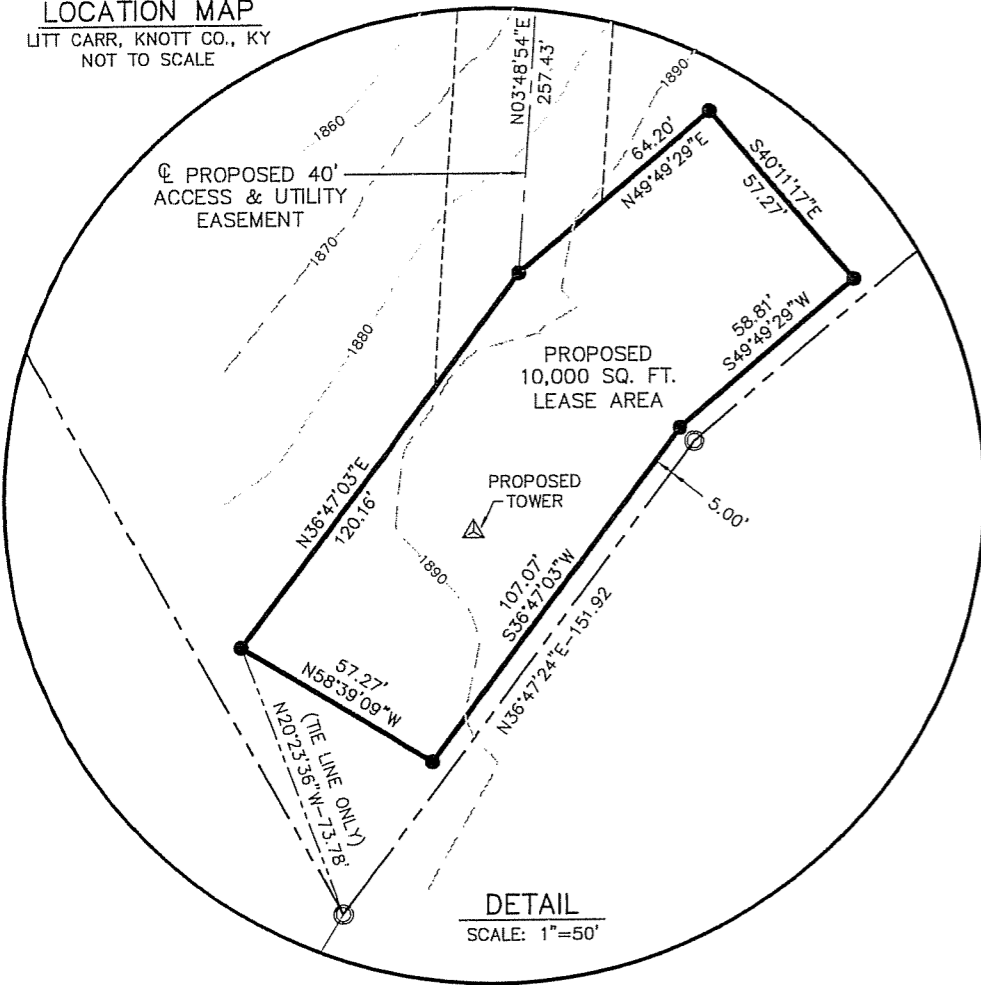
- EXISTING OVERHEAD UTILITIES
- FENCE LINE
- SURVEY LINE
- APPROXIMATE DEED LINE
- UTILITY POLE
- GUY WIRE
- TELEPHONE PEDESTAL
- CORRUGATED METAL PIPE
- FOUND #5 REBAR WITH CAP STAMPED "JOHNSON #3325"
- SET #5 REBAR WITH CAP STAMPED "J CHARLES #3152" UNLESS OTHERWISE NOTED

**NOTE**

1. 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.



NORTH IS BASED ON THE KENTUCKY STATE PLANE COORDINATE SYSTEM, SOUTH ZONE AND WAS DETERMINED BY COMPUTATION FROM G.P.S OBSERVATION ON SEPTEMBER 30, 2008



**LAND SURVEYOR'S CERTIFICATE**

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

JOHN CHARLES *John Charles* 9-30-08  
PLS NO 3152

OWNER APPROVAL: \_\_\_\_\_ DATE \_\_\_\_\_

OWNER APPROVAL: \_\_\_\_\_ DATE \_\_\_\_\_

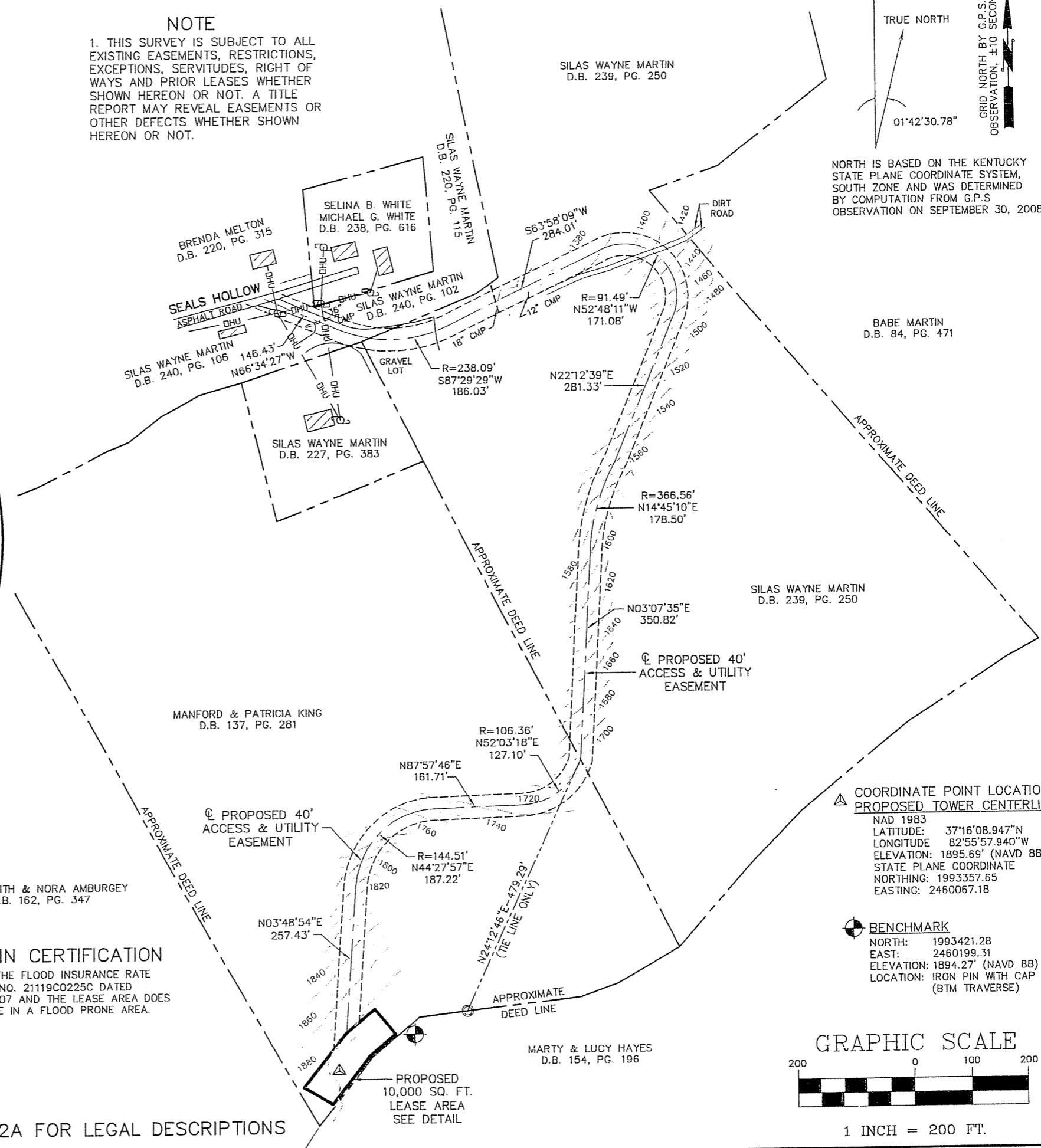
OWNER APPROVAL: \_\_\_\_\_ DATE \_\_\_\_\_

AT&T APPROVAL: \_\_\_\_\_ DATE \_\_\_\_\_

**FLOOD PLAIN CERTIFICATION**

I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 21119C0225C DATED SEPTEMBER 28, 2007 AND THE LEASE AREA DOES NOT APPEAR TO BE IN A FLOOD PRONE AREA.

SEE SHEET C-2A FOR LEGAL DESCRIPTIONS

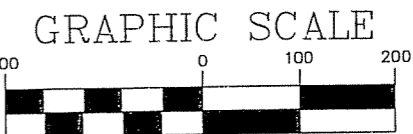


**COORDINATE POINT LOCATION PROPOSED TOWER CENTERLINE**

NAD 1983  
LATITUDE: 37°16'08.947"N  
LONGITUDE: 82°55'57.940"W  
ELEVATION: 1895.69' (NAVD 88)  
STATE PLANE COORDINATE  
NORTHING: 1993357.65  
EASTING: 2460067.18

**BENCHMARK**

NORTH: 1993421.28  
EAST: 2460199.31  
ELEVATION: 1894.27' (NAVD 88)  
LOCATION: IRON PIN WITH CAP (BTM TRAVERSE)



1 INCH = 200 FT.



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

STATE OF KENTUCKY  
JOHN CHARLES  
3152  
LICENSED PROFESSIONAL LAND SURVEYOR

SITE NAME: AMBURGEY

SITE I.D.: 252G0124

SITE ADDRESS: SEALS HOLLOW  
LITT CARR, KNOTT CO., KY 41834

LEASE AREA: 10,000 SQ. FT.

PROPERTY OWNER:  
MANFORD & PATRICIA KING  
6171 HIGHWAY 160 SOUTH  
LITT CARR, KY 41834  
SILASWAYNE MARTIN  
283 SEALS HOLLOW  
LITT CARR, KY 41834

TAX MAP NUMBER: 62

PARCEL NUMBER: 14 & 20

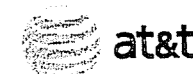
SOURCE OF TITLE:  
DEED BOOK 137, PAGE 281  
DEED BOOK 239, PAGE 250

LATITUDE: 37° 16' 08.947"N  
LONGITUDE: 82° 55' 57.940"W

NO.	REVISION/ISSUE	DATE

TITLE: COMMUNICATIONS SITE SURVEY

SHEET: C-2



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

9-30-08

STATE OF KENTUCKY  
JOHN CHARLES  
3152  
LICENSED PROFESSIONAL  
LAND SURVEYOR

*John Charles*

SITE NAME: AMBURGEY

SITE I.D.: 252G0124

SITE ADDRESS: SEALS HOLLOW  
LITT CARR, KNOTT CO., KY 41834

LEASE AREA: 10,000 SQ. FT.

PROPERTY OWNER:  
MANFORD & PATRICIA KING  
6171 HIGHWAY 160 SOUTH  
LITT CARR, KY 41834  
SILASWAYNE MARTIN  
283 SEALS HOLLOW  
LITT CARR, KY 41834

TAX MAP NUMBER: 62

PARCEL NUMBER: 14 & 20

SOURCE OF TITLE:  
DEED BOOK 137, PAGE 281  
DEED BOOK 239, PAGE 250

LATITUDE: 37° 16' 08.947"N  
LONGITUDE: 82° 55' 57.940"W

NO.	REVISION/ISSUE	DATE

TITLE:  
COMMUNICATIONS  
SITE SURVEY

SHEET:  
C-2A

**LEGAL DESCRIPTIONS FOR MANFORD AND PATRICIA KING PROPERTY**

THIS IS THE DESCRIPTION FOR AT&T, FOR AN AREA TO BE LEASED FROM A TRACT OF LAND CONVEYED TO MANFORD AND PATRICIA KING BY DEED OF RECORD IN DEED BOOK 137, PAGE 281 IN THE OFFICE OF THE COUNTY CLERK OF KNOTT COUNTY, KENTUCKY AND FURTHER DESCRIBED AS FOLLOWS:

**DESCRIPTION OF PROPOSED LEASE AREA AND EASEMENT**

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

BEGINNING AT A FOUND #5 REBAR WITH CAP STAMPED "JOHNSON #3325" AT THE SOUTHWEST PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO MANFORD AND PATRICIA KING BY DEED OF RECORD IN DEED BOOK 137, PAGE 281 IN THE OFFICE OF THE COUNTY CLERK OF KNOTT COUNTY, KENTUCKY; THENCE N20°23'36"W, 73.78 FEET TO A SET #5 REBAR WITH CAP STAMPED "J CHARLES #3152", HEREAFTER REFERRED TO AS A SET REBAR, AT THE TRUE POINT OF BEGINNING; THENCE WITH THE PROPOSED LEASE AREA THE NEXT SIX CALLS, N36°47'03"E, 120.16 FEET TO A SET REBAR; THENCE N49°49'29"E, 64.20 FEET TO A SET REBAR; THENCE S40°11'17"E, 57.27 FEET TO A SET REBAR; THENCE S49°49'29"W, 58.81 FEET TO A SET REBAR; THENCE S36°47'03"W, 107.07 FEET TO A SET REBAR; THENCE N58°39'09"W, 57.27 FEET TO THE TRUE THE POINT OF BEGINNING AND CONTAINING 10,000 SQUARE FEET.

ALSO, THE RIGHT TO USE FOR ACCESS TO THE ABOVE DESCRIBED LEASE AREA, A 40 FOOT WIDE EASEMENT THE CENTERLINE DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND #5 REBAR WITH CAP STAMPED "JOHNSON #3325" AT THE SOUTHWEST PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO MANFORD AND PATRICIA KING BY DEED OF RECORD IN DEED BOOK 137, PAGE 281 IN THE OFFICE OF THE COUNTY CLERK OF KNOTT COUNTY, KENTUCKY; THENCE N20°23'36"W, 73.78 FEET TO A POINT; THENCE N36°47'03"E, 120.16 FEET TO TO THE TRUE POINT OF BEGINNING; THENCE WITH THE CENTERLINE OF A 40 FOOT WIDE EASEMENT THE FOLLOWING FOUR CALLS, N03°48'54"E, 257.43 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 144.51 FEET AND A CHORD OF N44°27'57"E, 187.22 FEET TO A POINT; THENCE N87°57'46"E, 161.71 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 106.36 FEET AND A CHORD OF N52°03'18"E, 127.10 FEET TO THE TERMINATION OF SAID EASEMENT CENTERLINE IN THE SOUTH WEST DEED LINE OF A TRACT OF LAND CONVEYED TO SILAS WAYNE MARTIN BY DEED OF RECORD IN DEED BOOK 239, PAGE 250 IN THE OFFICE AFORESAID.

**LEGAL DESCRIPTION FOR SILAS WAYNE MARTIN PROPERTY**

THIS IS THE DESCRIPTION FOR AT&T, FOR AN EASEMENT ACROSS FOUR TRACTS OF LAND CONVEYED TO SILAS WAYNE MARTIN BY DEEDS OF RECORD IN DEED BOOK 239, PAGE 250, DEED BOOK 227, PAGE 383, DEED BOOK 240, PAGE 102 AND DEED BOOK 240, PAGE 106 ALL IN THE OFFICE OF THE COUNTY CLERK OF KNOTT COUNTY, KENTUCKY AND FURTHER DESCRIBED AS FOLLOWS:

**DESCRIPTION OF EASEMENT**

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

THE RIGHT TO USE FOR ACCESS TO THE ABOVE DESCRIBED LEASE AREA, A 40 FOOT WIDE EASEMENT THE CENTERLINE DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND #5 REBAR WITH CAP STAMPED "JOHNSON #3325" IN THE SOUTH PROPERTY LINE OF A TRACT OF LAND CONVEYED TO MANFORD AND PATRICIA KING BY DEED OF RECORD IN DEED BOOK 137, PAGE 281 IN THE OFFICE OF THE COUNTY CLERK OF KNOTT COUNTY, KENTUCKY; THENCE N24°12'46"E, 479.29 FEET TO THE TRUE POINT OF BEGINNING AND ALSO BEING THE TERMINATION POINT OF THE 40 ACCESS AND UTILITY EASEMENT LOCATED ON THE AFORESAID KING PROPERTY; THENCE WITH THE CENTERLINE OF A 40 FOOT WIDE EASEMENT THE FOLLOWING SEVEN CALLS, N03°07'35"E, 350.82 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 366.56 FEET AND A CHORD OF N14°45'10"E, 178.50 FEET TO A POINT; THENCE N22°12'39"E, 281.33 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 91.49 FEET AND A CHORD OF N52°48'11"W, 171.08 FEET TO A POINT; THENCE S63°58'09"W, 284.01 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 238.09 FEET AND A CHORD OF S87°29'29"W, 186.03 FEET TO A POINT; THENCE N66°34'27"W, 146.43 FEET TO THE TERMINATION OF SAID EASEMENT CENTERLINE IN THE EXISTING CENTERLINE OF SEALS HOLLOW ROAD.



**EXHIBIT C**

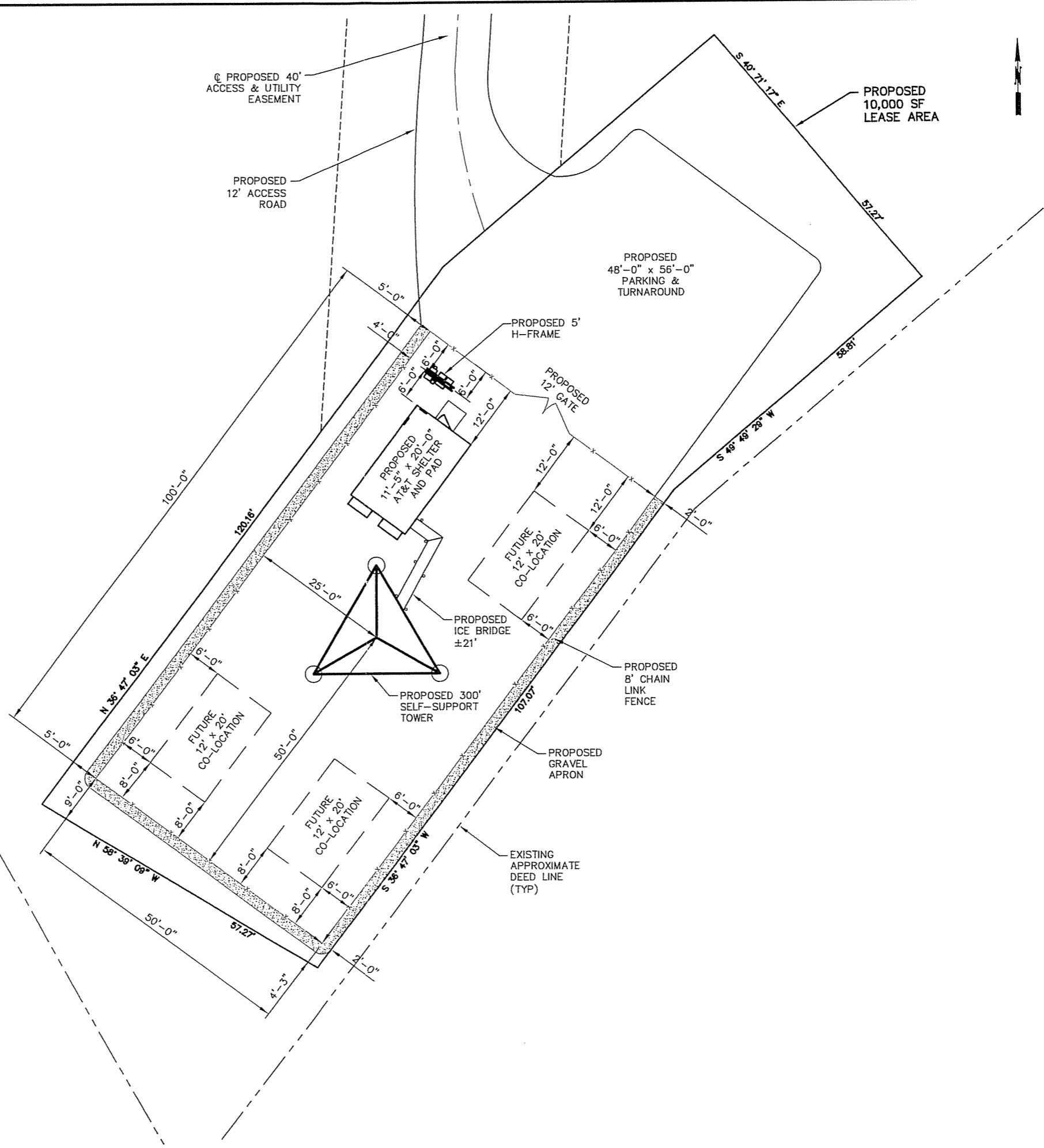
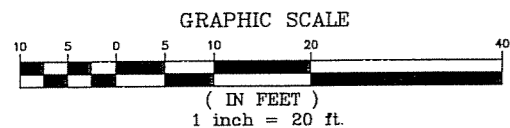
# SITE PLAN NOTES

1. THE PROPOSED DEVELOPMENT IS FOR A 300 FOOT SELF-SUPPORT TOWER AND MULTIPLE EQUIPMENT LOCATIONS. THE LOCATION IS SEALS HOLLOW, LITT CARR, KY 41834.
2. THE TOWER WILL BE ACCESSED BY A PROPOSED STABILIZED DRIVE FROM AN EXISTING ASPHALT ROADWAY (SEALS HOLLOW) WHICH IS A PUBLIC RIGHT OF WAY. WATER, SANITARY SEWER, AND WASTE COLLECTIONS SERVICES ARE NOT REQUIRED FOR THE PROPOSED DEVELOPMENT.
3. CENTERLINE OF PROPOSED TOWER GEOGRAPHIC LOCATIONS:  
 LATITUDE: 37° 16' 08.947"N 1993421.65 N  
 LONGITUDE: 82° 55' 57.940"W 2460067.18 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

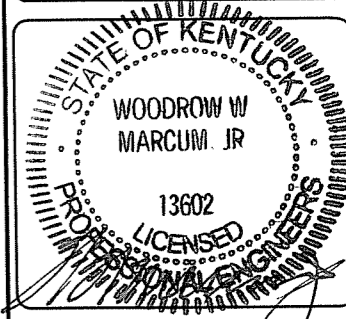
**UNDERGROUND UTILITIES**  
 CALL 2 WORKING DAYS  
**BEFORE YOU DIG**  
 INDIANA 1-800-382-5544  
 KENTUCKY 1-800-752-6007  
 OR DIAL 811  
 UTILITIES PROTECTION SERVICE  
 NON-MEMBERS MUST CALL DIRECTLY

## 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



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



SITE NAME: AMBURGEY  
 SITE ID NUMBER: 252G0124  
 SITE ADDRESS: SEALS HOLLOW  
 LITT CARR, KY 41834  
 LATITUDE: 37° 16' 08.947"N  
 LONGITUDE: 82° 55' 57.940"W  
 TAX MAP NUMBER: 62  
 PARCEL NUMBER: 14 & 20  
 SOURCE OF TITLE:  
 DEED BOOK 137, PAGE 281  
 DEED BOOK 239, PAGE 250  
 PROPERTY OWNER:  
 MANFORD & PATRICIA KING  
 6171 HWY 160 SOUTH  
 LITT CARR, KY 41834  
 SILAS WAYNE MARTIN  
 283 SEALS HOLLOW  
 LITT CARR, KY 41834

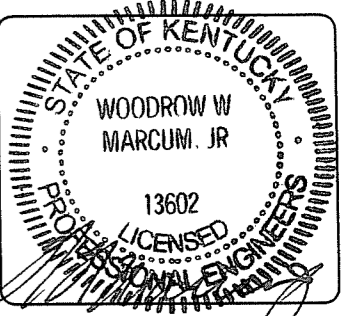
NO.	REVISION /ISSUE	DATE
1	ISSUE FOR COMMENT	01/14/09
2	ISSUE FOR ZONING	02/25/09

TITLE:  
**SITE LAYOUT**

SHEET:  
**Z-3**



**BT Engineering, Inc**  
 3001 TAYLOR SPRINGS DRIVE  
 LOUISVILLE, KENTUCKY 40220  
 (502) 459-8402 PHONE  
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SITE NAME: AMBURGEY

SITE ID NUMBER: 252G0124

SITE ADDRESS: SEALS HOLLOW  
LITT CARR, KY 41834

LATITUDE: 37° 16' 08.947"N  
 LONGITUDE: 82° 55' 57.940"W

TAX MAP NUMBER: 62

PARCEL NUMBER: 14 & 20

SOURCE OF TITLE:  
 DEED BOOK 137, PAGE 281  
 DEED BOOK 239, PAGE 250

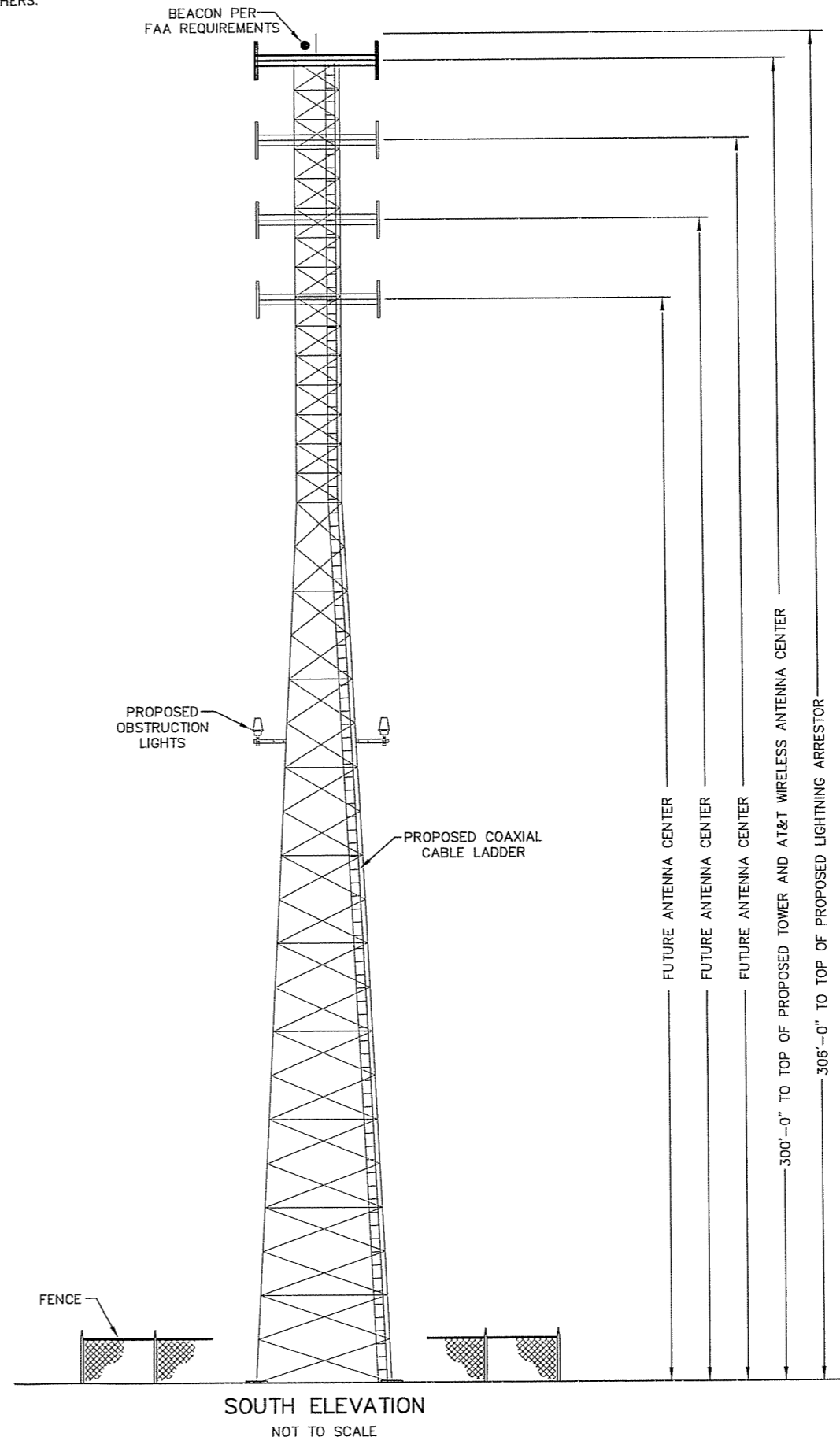
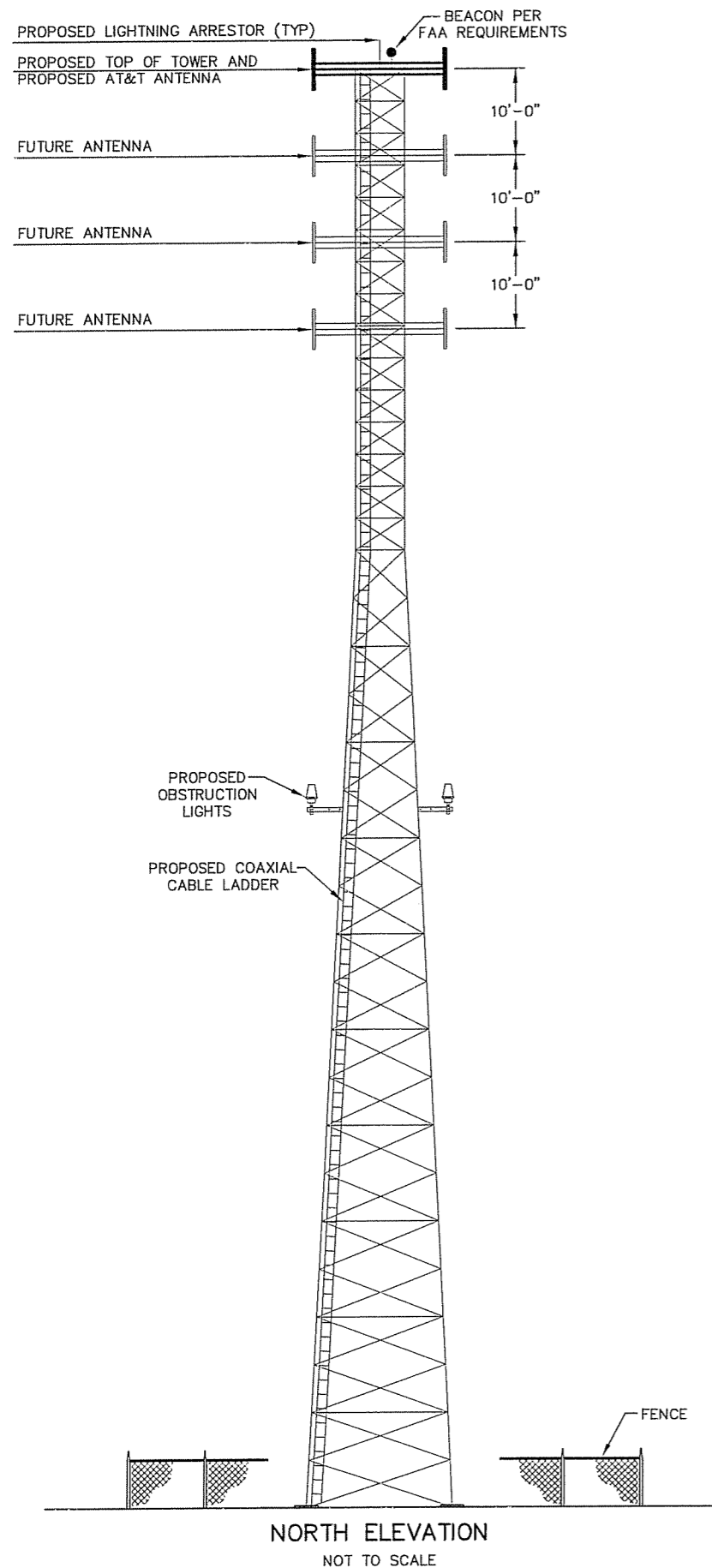
PROPERTY OWNER:  
 MANFORD & PATRICIA KING  
 6171 HWY 160 SOUTH  
 LITT CARR, KY 41834  
 SILAS WAYNE MARTIN  
 283 SEALS HOLLOW  
 LITT CARR, KY 41834

NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	01/14/09
2	ISSUE FOR ZONING	02/25/09

TITLE:  
**NORTH & SOUTH ELEVATIONS**

SHEET:  
**Z-4**

**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.







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



SITE NAME: AMBURGEY

SITE ID NUMBER: 252G0124

SITE ADDRESS: SEALS HOLLOW  
LITT CARR, KY 41834

LATITUDE: 37° 16' 08.947"N  
LONGITUDE: 82° 55' 57.940"W

TAX MAP NUMBER: 62

PARCEL NUMBER: 14 & 20

SOURCE OF TITLE:  
DEED BOOK 137, PAGE 281  
DEED BOOK 239, PAGE 250

PROPERTY OWNER:  
MANFORD & PATRICIA KING  
6171 HWY 160 SOUTH  
LITT CARR, KY 41834  
SILAS WAYNE MARTIN  
283 SEALS HOLLOW  
LITT CARR, KY 41834

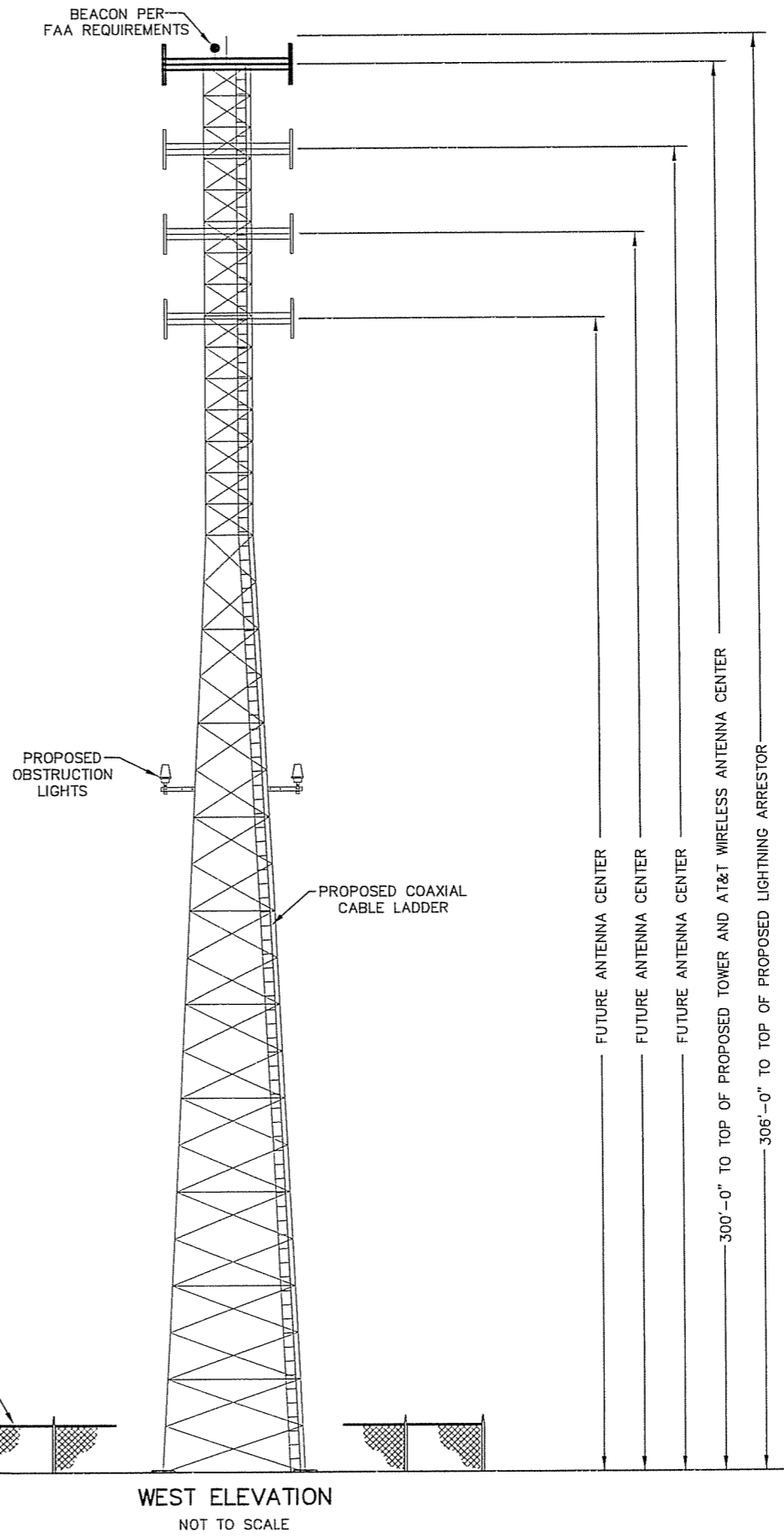
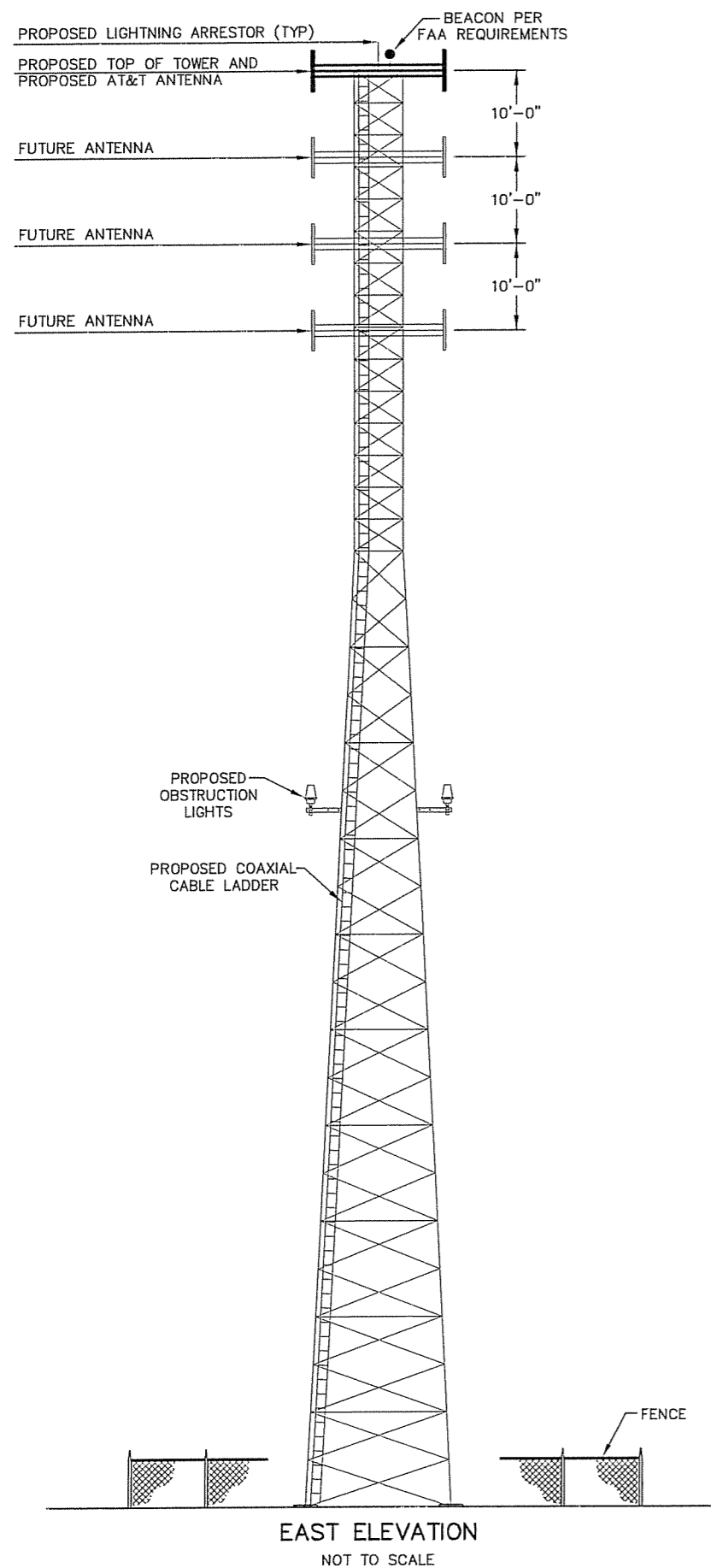
NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	01/14/09
2	ISSUE FOR ZONING	02/25/09

TITLE:  
**EAST & WEST ELEVATIONS**

SHEET:  
**Z-5**

**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.



## **EXHIBIT D**



**Structural Design Report**  
300' S3TL Series HD1 Self-Supporting Tower  
located at: Amburgey, KY

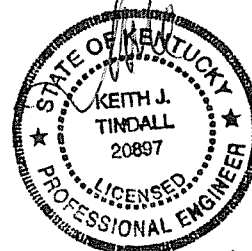
prepared for: AMERICAN TOWER INC  
by: Sabre Towers & Poles™

Job Number: 09-02002

Revision A

February 16, 2009

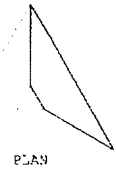
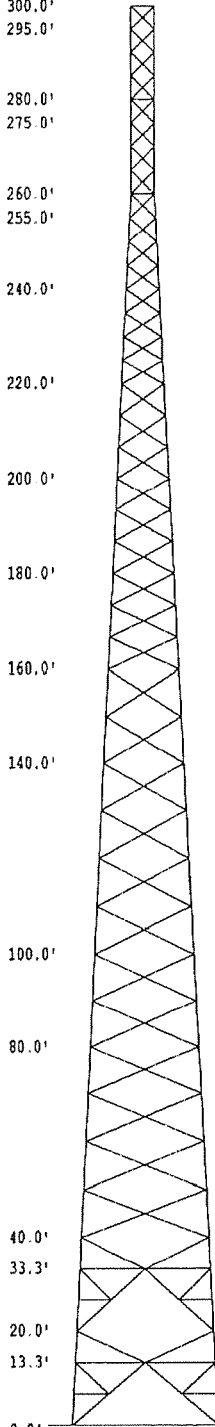
Tower Profile.....	1
Maximum Leg Loads.....	2
Maximum Diagonal Loads.....	3
Maximum Foundation Loads.....	4
Calculations.....	A1-A8



Prepared by HAC  
Approved by KJT

2/16/09

Leg	50 ksi	8.6250"x0.5000" PIPE											
Diagonal	36 ksi	L 3"x3"x3/16"											
Horizontal	36 ksi	L 4"x4"x1/4"											
Brace	35 ksi (Internal)	I											
Sub Diagonal	36 ksi	G H G N O O O											
Sub Horizontal	36 ksi	G H G N O O O											
Brace Bolts	A325X	(2) 3/4" (2) 5/8" (1) 3/4" (1) 5/8"											
Face Width	31.0'	12 @ 10.0'											
Panel Height # Panels		9 @ 6.7'											



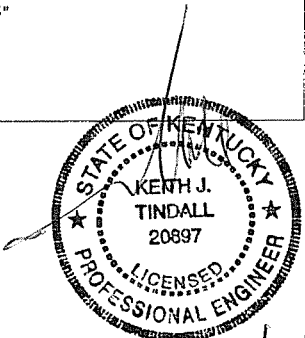
- NOTES:**
- The tower model is SSTL Series HD1.
  - Transmission lines are to be attached to standard 12 hole with 3 in line spacing waveguide ladders with stackable hangers.
  - Azimuths are relative (not based on true north).
  - Foundation loads shown are maximums.
  - (6) 1 1/2" dia. F1554 grade 105 anchor bolts per leg. Minimum 50" embedment from top of concrete to top of nut.
  - All unequal angles are oriented with the short leg vertical.

**ANTENNA LIST**

NO	ELEV	ANTENNA	EX-DIM
1	300'	115 sq ft (no ice) 135 sq ft (ice)	(12) 1 5/8
2	290'	115 sq ft (no ice) 135 sq ft (ice)	(12) 1 5/8
3	280'	115 sq ft (no ice) 135 sq ft (ice)	(12) 1 5/8
4	270'	115 sq ft (no ice) 135 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	4.5000"x0.3370" PIPE
E	3.5000"x0.3000" PIPE
F	2.3750"x0.1540" PIPE
G	L 3-1/2"x5"x1/4"
H	L 4"x4"x1/4"
I	L 3-1/2"x3-1/2"x1/4"
J	L 2-1/2"x2-1/2"x3/16"
K	L 2"x2"x3/16"
L	L 2"x2"x1/8"
M	L 2"x2"x1/4"
N	L 4"x4"x5/16"
O	L 3"x3"x1/4"



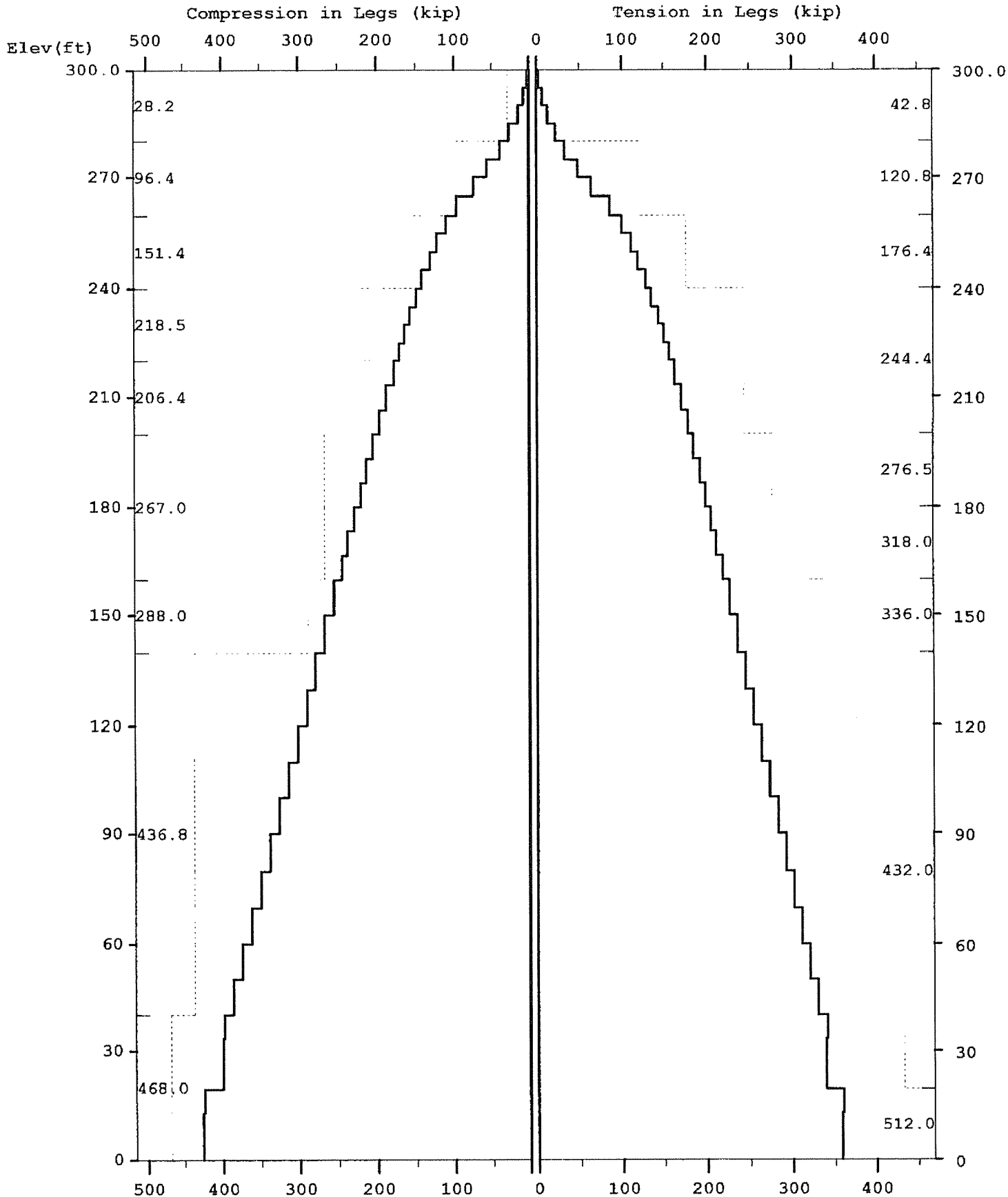
2/16/09

<b>TOTAL FOUNDATION LOADS</b>	<b>INDIVIDUAL FOOTING LOADS</b>
H=66.73k	H=40.62k
V=112.33k	V=441.21k
M=11208.24k-ft	U=-371.23k
T=0.00k-ft	

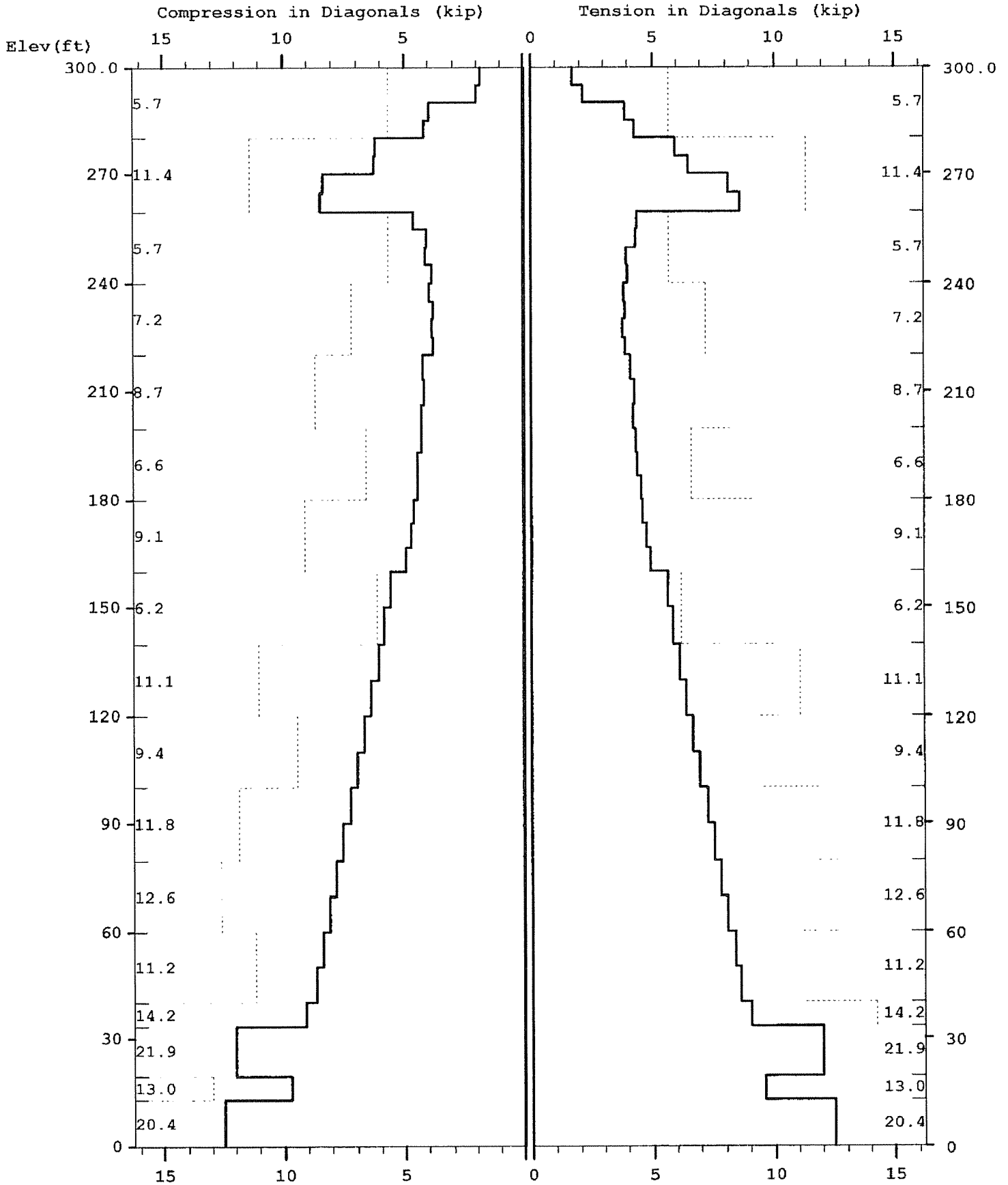
**Sabre Towers And Poles**  
 2101 Murray Street (P.O. Box 658), Sioux City, IA 51111  
 Phone: (712) 258-6690 Fax: (712) 258-8250

Client: AMERICAN TOWER INC Job No: 09-02002A Date: 16 Feb 2009  
 Location: Amburgey, KY Total Height: 300.00' Tower Height: 300.00'  
 Standard: EIA/TIA 222-F-1996 Design Wind & Ice: 75 mph + 0.5" ice

300' S3TL AMERICAN TOWER INC Amburgey KY (09-02002A) HACASSENS  
Maximum

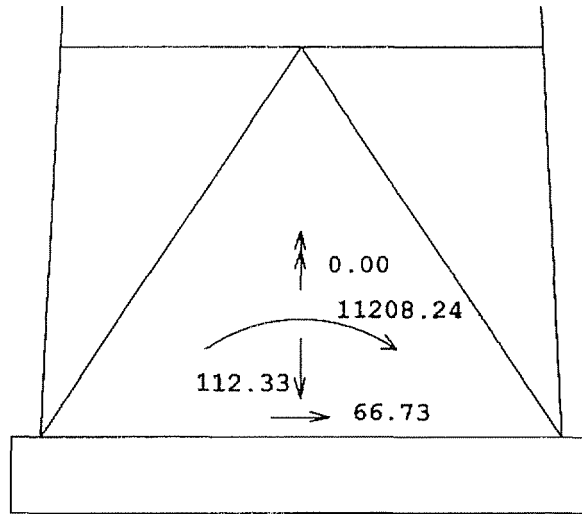


300' S3TL AMERICAN TOWER INC Amburgey KY (09-02002A) HACASSENS  
Maximum

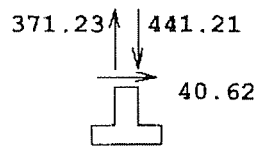
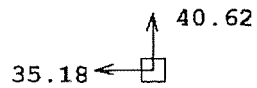


300' S3TL AMERICAN TOWER INC Amburgey KY (09-02002A) HACASSENS  
Maximum

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: 16 feb 2009 at: 8:03:56

300' S3TL AMERICAN TOWER INC Amburgey KY (09-02002A) 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	295.00	300.00	5.00	5.00	5.00
X	3	280.00	295.00	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	300.00	1.075	0.000	29000.	0.0000000
LE	260.00	280.00	3.016	0.000	29000.	0.0000000
LE	240.00	260.00	4.407	0.000	29000.	0.0000000
LE	200.00	240.00	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	300.00	0.484	0.000	29000.	0.0000000
DI	260.00	280.00	0.937	0.000	29000.	0.0000000
DI	240.00	260.00	0.484	0.000	29000.	0.0000000
DI	220.00	240.00	0.715	0.000	29000.	0.0000000
DI	180.00	220.00	0.902	0.000	29000.	0.0000000
DI	140.00	180.00	1.090	0.000	29000.	0.0000000
DI	100.00	140.00	1.687	0.000	29000.	0.0000000
DI	33.33	100.00	1.937	0.000	29000.	0.0000000
DI	20.00	33.33	2.062	0.000	29000.	0.0000000
DI	13.33	20.00	1.937	0.000	29000.	0.0000000



DI	0.00	13.33	2.062	0.000	29000.	0.0000000
HO	295.00	300.00	0.484	0.000	29000.	0.0000000
HO	275.00	280.00	0.937	0.000	29000.	0.0000000
HO	255.00	260.00	0.484	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

75 MPH + NO ICE WIND AZ 0 DEGREES

MAST LOADING

LOAD TYPE	ELEV ft	APPLY. RADIUS ft	LOAD. AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	300.0	0.00	0.0	0.0	3.38	2.00	0.00	0.00
C	290.0	0.00	0.0	0.0	3.35	2.00	0.00	0.00
C	280.0	0.00	0.0	0.0	3.32	2.00	0.00	0.00
C	270.0	0.00	0.0	0.0	3.28	2.00	0.00	0.00
D	300.0	0.00	0.0	0.0	0.13	0.05	0.00	0.00
D	295.0	0.00	0.0	0.0	0.13	0.05	0.00	0.00
D	295.0	0.00	0.0	0.0	0.12	0.04	0.00	0.00
D	290.0	0.00	0.0	0.0	0.12	0.04	0.00	0.00
D	290.0	0.00	0.0	0.0	0.12	0.05	0.00	0.00
D	280.0	0.00	0.0	0.0	0.12	0.05	0.00	0.00
D	280.0	0.00	0.0	0.0	0.13	0.11	0.00	0.00
D	275.0	0.00	0.0	0.0	0.13	0.11	0.00	0.00
D	275.0	0.00	0.0	0.0	0.13	0.10	0.00	0.00
D	270.0	0.00	0.0	0.0	0.13	0.10	0.00	0.00
D	270.0	0.00	0.0	0.0	0.12	0.11	0.00	0.00
D	260.0	0.00	0.0	0.0	0.12	0.11	0.00	0.00
D	260.0	0.00	0.0	0.0	0.13	0.12	0.00	0.00
D	255.0	0.00	0.0	0.0	0.13	0.12	0.00	0.00
D	255.0	0.00	0.0	0.0	0.13	0.11	0.00	0.00
D	240.0	0.00	0.0	0.0	0.13	0.11	0.00	0.00
D	240.0	0.00	0.0	0.0	0.14	0.14	0.00	0.00
D	200.0	0.00	0.0	0.0	0.15	0.15	0.00	0.00
D	200.0	0.00	0.0	0.0	0.16	0.17	0.00	0.00
D	180.0	0.00	0.0	0.0	0.16	0.17	0.00	0.00
D	180.0	0.00	0.0	0.0	0.17	0.18	0.00	0.00
D	160.0	0.00	0.0	0.0	0.17	0.19	0.00	0.00
D	160.0	0.00	0.0	0.0	0.17	0.18	0.00	0.00
D	140.0	0.00	0.0	0.0	0.17	0.18	0.00	0.00
D	140.0	0.00	0.0	0.0	0.18	0.25	0.00	0.00
D	100.0	0.00	0.0	0.0	0.18	0.26	0.00	0.00
D	100.0	0.00	0.0	0.0	0.18	0.28	0.00	0.00
D	80.0	0.00	0.0	0.0	0.18	0.28	0.00	0.00
D	80.0	0.00	0.0	0.0	0.18	0.28	0.00	0.00
D	60.0	0.00	0.0	0.0	0.18	0.29	0.00	0.00

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D	60.0	0.00	0.0	0.0	0.17	0.29	0.00	0.00
D	40.0	0.00	0.0	0.0	0.17	0.29	0.00	0.00
D	40.0	0.00	0.0	0.0	0.15	0.27	0.00	0.00
D	33.3	0.00	0.0	0.0	0.15	0.27	0.00	0.00
D	33.3	0.00	0.0	0.0	0.20	0.38	0.00	0.00
D	20.0	0.00	0.0	0.0	0.20	0.38	0.00	0.00
D	20.0	0.00	0.0	0.0	0.15	0.28	0.00	0.00
D	13.3	0.00	0.0	0.0	0.15	0.28	0.00	0.00
D	13.3	0.00	0.0	0.0	0.20	0.39	0.00	0.00
D	0.0	0.00	0.0	0.0	0.20	0.39	0.00	0.00

LOADING CONDITION M =====

64.96 MPH + 0.5 ICE WIND AZ 0 DEGREES

MAST LOADING

=====

LOAD TYPE	ELEV ft	APPLY. RADIUS ft	LOAD. AT AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	300.0	0.00	0.0	0.0	2.98	3.00	0.00	0.00
C	290.0	0.00	0.0	0.0	2.95	3.00	0.00	0.00
C	280.0	0.00	0.0	0.0	2.92	3.00	0.00	0.00
C	270.0	0.00	0.0	0.0	2.89	3.00	0.00	0.00
D	300.0	0.00	0.0	0.0	0.16	0.09	0.00	0.00
D	295.0	0.00	0.0	0.0	0.16	0.09	0.00	0.00
D	295.0	0.00	0.0	0.0	0.15	0.08	0.00	0.00
D	290.0	0.00	0.0	0.0	0.15	0.08	0.00	0.00
D	290.0	0.00	0.0	0.0	0.15	0.11	0.00	0.00
D	280.0	0.00	0.0	0.0	0.15	0.11	0.00	0.00
D	280.0	0.00	0.0	0.0	0.17	0.19	0.00	0.00
D	275.0	0.00	0.0	0.0	0.17	0.19	0.00	0.00
D	275.0	0.00	0.0	0.0	0.16	0.18	0.00	0.00
D	270.0	0.00	0.0	0.0	0.16	0.18	0.00	0.00
D	270.0	0.00	0.0	0.0	0.16	0.21	0.00	0.00
D	260.0	0.00	0.0	0.0	0.16	0.21	0.00	0.00
D	260.0	0.00	0.0	0.0	0.15	0.22	0.00	0.00
D	255.0	0.00	0.0	0.0	0.15	0.22	0.00	0.00
D	255.0	0.00	0.0	0.0	0.15	0.21	0.00	0.00
D	240.0	0.00	0.0	0.0	0.15	0.22	0.00	0.00
D	240.0	0.00	0.0	0.0	0.14	0.25	0.00	0.00
D	220.0	0.00	0.0	0.0	0.15	0.25	0.00	0.00
D	220.0	0.00	0.0	0.0	0.15	0.25	0.00	0.00
D	200.0	0.00	0.0	0.0	0.15	0.26	0.00	0.00
D	200.0	0.00	0.0	0.0	0.15	0.28	0.00	0.00
D	180.0	0.00	0.0	0.0	0.15	0.29	0.00	0.00
D	180.0	0.00	0.0	0.0	0.16	0.30	0.00	0.00
D	160.0	0.00	0.0	0.0	0.16	0.31	0.00	0.00
D	160.0	0.00	0.0	0.0	0.16	0.30	0.00	0.00
D	140.0	0.00	0.0	0.0	0.16	0.30	0.00	0.00
D	140.0	0.00	0.0	0.0	0.17	0.38	0.00	0.00
D	100.0	0.00	0.0	0.0	0.17	0.39	0.00	0.00
D	100.0	0.00	0.0	0.0	0.17	0.42	0.00	0.00
D	80.0	0.00	0.0	0.0	0.17	0.42	0.00	0.00
D	80.0	0.00	0.0	0.0	0.16	0.43	0.00	0.00
D	60.0	0.00	0.0	0.0	0.16	0.43	0.00	0.00
D	60.0	0.00	0.0	0.0	0.16	0.44	0.00	0.00
D	40.0	0.00	0.0	0.0	0.15	0.44	0.00	0.00

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D	40.0	0.00	0.0	0.0	0.14	0.41	0.00	0.00
D	33.3	0.00	0.0	0.0	0.14	0.41	0.00	0.00
D	33.3	0.00	0.0	0.0	0.18	0.57	0.00	0.00
D	20.0	0.00	0.0	0.0	0.18	0.57	0.00	0.00
D	20.0	0.00	0.0	0.0	0.13	0.42	0.00	0.00
D	13.3	0.00	0.0	0.0	0.13	0.42	0.00	0.00
D	13.3	0.00	0.0	0.0	0.18	0.58	0.00	0.00
D	0.0	0.00	0.0	0.0	0.18	0.58	0.00	0.00

MAXIMUM MAST DISPLACEMENTS:

=====

ELEV ft	-----DEFLECTIONS (ft)-----			--TILTS (DEG)---		TWIST DEG
	NORTH	EAST	DOWN	NORTH	EAST	
300.0	4.094 G	3.981 J	0.058 W	2.066 G	2.023 J	0.000 Q
295.0	3.913 G	3.803 J	0.054 W	2.060 G	2.016 J	0.000 Q
290.0	3.735 G	3.629 J	0.051 W	2.038 G	1.995 J	0.000 Q
285.0	3.554 G	3.452 J	0.048 W	1.995 G	1.952 J	0.000 Q
280.0	3.382 G	3.284 J	0.045 W	1.916 G	1.874 J	0.000 Q
275.0	3.214 G	3.119 J	0.042 W	1.875 G	1.833 J	0.000 Q
270.0	3.053 G	2.962 J	0.040 W	1.815 G	1.774 J	0.000 Q
265.0	2.893 G	2.805 J	0.037 W	1.736 G	1.696 J	0.000 Q
260.0	2.745 G	2.661 J	0.035 W	1.631 G	1.593 J	0.000 Q
255.0	2.602 G	2.521 J	0.033 W	1.554 G	1.517 J	0.000 H
250.0	2.469 G	2.391 J	0.031 W	1.479 G	1.443 J	0.000 H
245.0	2.339 G	2.265 J	0.029 W	1.402 G	1.367 J	0.000 H
240.0	2.219 G	2.148 J	0.028 W	1.327 G	1.293 J	0.000 H
235.0	2.104 G	2.036 J	0.027 W	1.273 G	1.240 J	0.000 H
230.0	1.994 G	1.929 J	0.025 W	1.221 G	1.189 J	0.000 H
225.0	1.889 G	1.826 J	0.024 W	1.169 G	1.138 J	0.000 B
220.0	1.788 G	1.728 J	0.023 W	1.118 G	1.088 J	0.000 B
213.3	1.660 G	1.604 J	0.021 W	1.051 G	1.022 J	0.000 B
206.7	1.540 G	1.488 J	0.020 W	0.985 G	0.957 J	0.000 B
200.0	1.428 G	1.378 J	0.019 W	0.921 G	0.894 J	0.000 H
193.3	1.322 G	1.276 J	0.018 W	0.873 G	0.847 J	0.000 H
186.7	1.221 G	1.177 J	0.017 W	0.825 G	0.800 J	0.000 H
180.0	1.126 G	1.085 J	0.016 W	0.779 G	0.755 J	0.000 H
173.3	1.036 G	0.998 J	0.015 W	0.733 G	0.710 J	0.000 H
166.7	0.953 G	0.918 J	0.014 W	0.688 G	0.666 J	0.000 H
160.0	0.873 G	-0.841 D	0.013 W	0.643 G	0.623 J	0.000 H
150.0	0.763 G	-0.734 D	0.012 W	0.581 G	0.562 J	0.000 H
140.0	0.664 G	-0.638 D	0.011 W	0.520 G	0.502 J	0.000 H
130.0	0.574 G	-0.552 D	0.011 W	0.480 G	0.464 J	0.000 H
120.0	0.492 G	-0.472 D	0.010 W	0.441 G	0.426 J	0.000 H
110.0	0.416 G	-0.399 D	0.009 W	0.403 G	0.388 J	0.000 I
100.0	0.346 G	-0.332 D	0.008 W	0.365 G	0.352 J	0.000 I
90.0	0.283 G	-0.271 D	0.008 W	0.327 G	0.315 J	0.000 V
80.0	0.226 G	-0.216 D	0.007 W	0.290 G	0.279 J	0.000 V
70.0	0.175 G	-0.168 D	0.006 W	0.253 G	-0.243 D	0.000 V
60.0	0.131 G	-0.125 D	0.005 S	0.216 G	-0.208 D	0.000 E
50.0	0.090 G	-0.086 D	0.004 W	0.179 G	-0.172 D	0.000 E
40.0	0.053 G	-0.051 D	0.004 W	0.142 G	-0.137 D	0.000 E
33.3	0.040 G	-0.038 D	0.003 T	0.119 G	-0.115 D	0.000 E
20.0	0.015 G	-0.014 D	0.002 T	0.071 G	-0.068 D	0.000 E
13.3	0.006 G	-0.006 D	0.001 T	0.048 G	-0.046 D	0.000 E
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					
300.0	-----			0.67	K 0.00 A
	1.45	A	1.67	J	
295.0	-----			0.07	I 0.00 A
	5.81	I	2.12	D	
290.0	-----			0.05	K 0.00 A
	12.01	I	3.86	J	
285.0	-----			0.08	I 0.00 A
	22.72	I	4.26	D	
280.0	-----			0.44	C 0.00 A
	33.49	E	5.94	D	
275.0	-----			0.20	E 0.00 A
	49.45	I	6.50	J	
270.0	-----			0.09	C 0.00 A
	65.11	I	8.13	D	
265.0	-----			0.20	E 0.00 A
	87.08	I	8.62	J	
260.0	-----			1.58	K 0.00 A
	101.22	I	4.34	E	
255.0	-----			0.09	Q 0.00 A
	112.19	I	4.28	V	
250.0	-----			0.00	K 0.00 A
	119.98	I	3.94	V	
245.0	-----			0.06	Q 0.00 A
	128.77	I	4.00	N	
240.0	-----			0.01	M 0.00 A
	135.50	I	3.79	V	
235.0	-----			0.06	Q 0.00 A
	142.94	I	3.88	P	
230.0	-----			0.04	M 0.00 A
	149.01	I	3.75	P	
225.0	-----			0.04	Q 0.00 A
	155.65	I	3.86	X	
220.0	-----			0.04	M 0.00 A
	162.15	I	4.11	P	
213.3	-----			0.06	Q 0.00 A
	170.20	I	4.22	V	
206.7	-----			0.04	M 0.00 A
	177.22	I	4.19	P	
200.0	-----			0.05	Q 0.00 A
	184.64	I	4.33	V	
193.3	-----			0.02	M 0.00 A
	191.31	I	4.35	T	
186.7	-----			0.04	M 0.00 A
	198.33	E	4.50	V	
180.0	-----			0.03	Q 0.00 A
	204.81	E	4.58	B	
173.3	-----			0.08	U 0.00 A
	211.57	E	4.76	J	
166.7	-----			0.02	M 0.00 A
	217.99	E	4.90	B	
160.0	-----			0.05	U 0.00 A
	226.20	E	5.61	H	
150.0	-----			0.05	M 0.00 A
	235.80	E	5.83	B	
140.0	-----			0.06	U 0.00 A
	245.53	E	6.10	H	
130.0	-----			0.05	M 0.00 A
	254.90	E	6.36	B	
120.0	-----			0.05	U 0.00 A
	264.48	E	6.65	B	
110.0	-----			0.04	U 0.00 A

100.0	273.88 E	6.92 B	0.05 M	0.00 A
90.0	283.42 E	7.22 D	0.04 U	0.00 A
80.0	292.81 A	7.51 J	0.05 M	0.00 A
70.0	302.32 A	7.81 D	0.04 M	0.00 A
60.0	311.73 A	8.09 J	0.01 C	0.00 A
50.0	321.20 A	8.37 B	0.06 G	0.00 A
40.0	330.55 A	8.62 B	0.24 I	0.00 A
33.3	341.68 A	9.04 B	0.70 E	0.00 C
20.0	340.53 A	11.97 B	0.10 M	0.00 C
13.3	359.98 A	9.61 B	0.72 I	0.00 G
0.0	358.80 A	12.47 B	0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
300.0	-2.75 S	-1.83 L	-0.57 A	0.00 A
295.0	-7.62 K	-1.98 J	-0.06 K	0.00 A
290.0	-15.07 C	-3.98 D	-0.06 I	0.00 A
285.0	-26.44 C	-4.16 J	-0.06 C	0.00 A
280.0	-38.50 C	-6.21 J	-0.33 E	0.00 A
275.0	-55.82 C	-6.28 D	-0.17 C	0.00 A
270.0	-72.86 C	-8.34 J	-0.10 E	0.00 A
265.0	-96.14 C	-8.45 D	-0.17 K	0.00 A
260.0	-110.53 C	-4.64 O	-1.80 E	0.00 A
255.0	-122.55 C	-4.09 V	-0.08 K	0.00 A
250.0	-130.68 C	-4.13 V	0.00 E	0.00 A
245.0	-140.37 C	-3.87 N	-0.06 K	0.00 A
240.0	-147.58 C	-3.95 N	-0.01 G	0.00 A
235.0	-155.95 C	-3.78 V	-0.05 K	0.00 A
230.0			-0.03 G	0.00 A

225.0	-162.68 O	-3.88 V	-0.04 K	0.00 A
220.0	-170.54 O	-3.79 P	-0.04 G	0.00 A
213.3	-178.11 O	-4.24 V	-0.05 K	0.00 A
206.7	-187.72 O	-4.17 P	-0.03 G	0.00 A
200.0	-195.97 O	-4.29 V	-0.04 K	0.00 A
193.3	-204.91 O	-4.29 P	-0.02 G	0.00 A
186.7	-212.91 O	-4.44 V	-0.03 K	0.00 A
180.0	-221.42 S	-4.47 P	-0.02 C	0.00 A
173.3	-229.25 S	-4.64 V	-0.06 K	0.00 A
166.7	-237.50 W	-4.76 B	-0.02 G	0.00 A
160.0	-245.30 W	-4.94 H	-0.04 C	0.00 A
150.0	-255.26 W	-5.61 B	-0.05 G	0.00 A
140.0	-266.82 S	-5.87 H	-0.05 C	0.00 A
130.0	-278.79 S	-6.12 B	-0.04 G	0.00 A
120.0	-290.55 S	-6.41 H	-0.04 C	0.00 A
110.0	-302.57 S	-6.67 B	-0.03 C	0.00 A
100.0	-314.34 S	-6.97 B	-0.04 C	0.00 A
90.0	-326.34 W	-7.25 B	-0.04 G	0.00 A
80.0	-338.22 S	-7.56 J	-0.04 K	0.00 A
70.0	-350.26 W	-7.84 D	-0.03 C	0.00 A
60.0	-362.16 S	-8.14 D	-0.01 J	0.00 A
50.0	-374.20 S	-8.39 B	-0.07 U	0.00 A
40.0	-386.10 W	-8.66 B	-0.21 G	0.00 A
33.3	-399.70 G	-9.12 B	-0.85 K	0.00 D
20.0	-400.97 W	-12.02 B	-0.08 C	0.00 D
13.3	-424.59 G	-9.69 B	-0.86 C	0.00 A
0.0	-425.75 G	-12.52 B	0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

-----LOAD-----COMPONENTS-----				TOTAL
NORTH	EAST	DOWN	UPLIFT	SHEAR
40.62 G	-35.18 C	441.21 G	-371.23 A	40.62 G

=====

MAXIMUM TOTAL LOADS ON FOUNDATION : (kip & kip-ft)

=====

-----HORIZONTAL-----			DOWN	-----OVERTURNING-----			TORSION
NORTH	EAST	TOTAL		NORTH	EAST	TOTAL	
		@ 0.0				@ 0.0	
66.7 G	-63.2 D	66.7 G	112.3 T	11208.2 G	-10753.8 D	11208.2 G	0.0 E

=====

**EXHIBIT E**



January 8, 2009



Nsoro MasTec, LLC  
10830 Penion Drive  
Louisville, Kentucky 40299

4545 Bishop Lane, Suite 101  
Louisville, Kentucky 40218  
Phone 502.456.1256  
Fax 502.456.1278  
www.terracon.com

Attention: Greg Taylor

**Re: Geotechnical Engineering Report  
Proposed 300' Self Supporting Tower  
Site Name: Amburgey  
Site Number: 252G0124  
Deadmans Branch Road  
Littcarr, Knott County, Kentucky  
Terracon Project No. 57087359**

Dear Mr. Taylor:

The results of our subsurface exploration are attached. The purpose of this exploration was to obtain information on subsurface conditions at the proposed project site and, based on this information, to provide recommendations regarding the design and construction of foundations for the proposed tower.

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 tower height dictate a change in tower type (i.e. - monopole to a self-support, self-support to a guyed tower), Terracon should be contacted to evaluate our recommendations with respect to these changes.

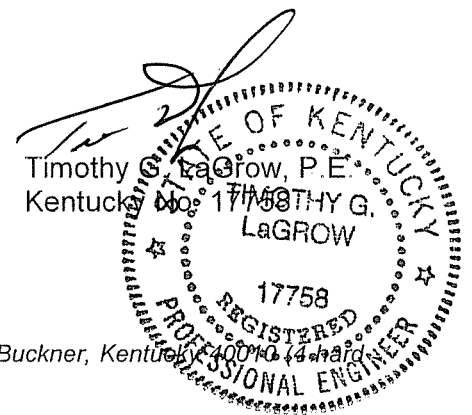
We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report, or if we may be of further service to you in any way, please feel free to contact us.

Sincerely,  
Terracon

Shaikh Z. Rahman, EIT.  
Project Engineer

n:\Projects\2008\57087359\G57087359.doc  
Attachments: Geotechnical Engineering Report

Copies: Roy Johnson, Medley's Project Management, 3605 Mattingly Road, Buckner, Kentucky 40014 (hard copies, 1 pdf)



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# GEOTECHNICAL ENGINEERING REPORT

## PROPOSED AMBURGEY TOWER DEADMANS BRANCH ROAD LITTCARR, KNOTT COUNTY, KENTUCKY

TERRACON PROJECT NO. 57087359  
January 8, 2009

### 1.0 INTRODUCTION

The purpose of this report is to describe the subsurface conditions encountered in the boring, analyze and evaluate the test data, and provide recommendations regarding the design and construction of foundations and earthwork for the proposed tower. One boring extending to a depth of about 34 feet below the existing ground surface was drilled at the site. An individual boring log and a boring location plan are included with this report.

### 2.0 PROJECT DESCRIPTION

Terracon understands the proposed project will consist of the construction of a 300-foot self supporting tower. Exact tower loads are not available, but based on our past experience are anticipated to be as follows:

Vertical Load:	825 kips
Horizontal Shear:	100 kips
Uplift:	650 kips

A small, lightly loaded equipment building will also be constructed. Wall and floor loads for this building are not anticipated to exceed 1 kip per linear foot and 100 pounds per square foot, respectively. At the time of the site visit, the property was a gently sloping, wooded tract. Existing grades within the 100-foot by 100-foot tower leasehold area were not available as of this writing. According to the site candidate information package, the tower will be built at about El. 1890. Based on observed topography, minimal grading operations are anticipated.

### 3.0 EXPLORATION PROCEDURES

#### 3.1 Field Exploration

The subsurface exploration consisted of drilling and sampling one boring at the site to a depth of about 34 feet below existing grade. The boring was advanced at the center of the tower as staked by the project surveyor. The surface elevation shown on the boring log was obtained from the site candidate information package. The location and elevation of the boring should be considered accurate only to the degree implied by the means and methods used to define them.

The boring was drilled with a truck-mounted rotary drill rig using hollow stem augers to advance the borehole. Representative soil samples were obtained by the split-barrel sampling procedure in general accordance with the appropriate ASTM standard. 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 (SPT) value (N-Value). This value is used to estimate the in-situ relative density of cohesionless soils and the consistency of cohesive soils. The sampling depths, penetration distance, and SPT N-Values are shown on the boring log. The samples were sealed and delivered to the laboratory for testing and classification.

A CME automatic SPT hammer was used to advance the split-barrel sampler in the borings 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 8 feet below the existing ground surface. The boring was extended into the refusal materials using a diamond bit attached to the outer barrel of a double core barrel. The inner barrel collected the cored material as the outer barrel was rotated at high speeds to cut the rock. The barrel was retrieved to the surface upon completion of each drill run. Once the core samples were retrieved, they were placed in a box and logged. The rock was later classified by an engineer and the "percent recovery" and rock quality designation (RQD) were determined.

The "percent recovery" is the ratio of the sample length retrieved to the drilled length, expressed as a percent. An indication of the actual in-situ rock quality is provided by calculating the sample's RQD. The RQD is the percentage of the length of broken cores retrieved which have core segments at least 4 inches in length compared to each drilled length. The RQD is related to rock soundness and quality as illustrated below:

**Table 1 – Rock Quality Designation (RQD)**

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 a subcontract driller. 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 driller's field log and a visual classification of the soil samples made by the Geotechnical Engineer.

### **3.2 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 log are in 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.

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

A representative sample of rock core was tested for unconfined compressive strength and density. Results of these tests are provided on the boring log at the appropriate horizon.

Classification and descriptions of rock core samples are in 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.

## **4.0 EXPLORATORY FINDINGS**

### **4.1 Subsurface Conditions**

Conditions encountered at the boring location are indicated on the boring log. Stratification boundaries on the boring log represent the approximate location of changes in soil types and the transition between materials may be gradual. Water levels shown on the boring log represent the conditions only at the time of our exploration. Based on the results of the boring, subsurface conditions on the project site can be generalized as follows.

Beneath about ½ foot of topsoil, the boring encountered lean clay (CL) that transitioned into severely weathered shale extending to auger refusal at about 8 feet below grade. The clay

exhibited a stiff to very stiff consistency based on standard penetration test (N) values of 12 and 13 blows per foot (bpf). The weathered shale exhibited a hard consistency based on N-values of 24 to over 50 bpf.

Rock coring techniques were employed to sample the refusal materials. The core sample to a depth of about 24½ feet consisted of severely weathered, very thin to thin bedded shale with clay seams. Core recovery from 8 to 24½ feet varied from 44 to 53 percent. Bedrock quality in this zone is considered very poor to poor as defined by RQD values of 6 and 30 percent.

The core samples below 24½ feet consisted of moderately to severely weathered, thin bedded sandstone with shale laminations. Recovery below 24 ½ feet varied from 98 to 100 percent and the bedrock quality is rated as poor based on RQD values of 39 and 41 percent. Coring operations were terminated at a depth of approximately 34 feet below existing grade.

#### **4.2 Site Geology**

A review of the *Geologic Map of Hindman Quadrangle, Kentucky* published by the United States Geological Survey (1976) indicates that the site is underlain by the Breathitt formation. This formation consists of shale, sandstone and coal. The shale is gray to brownish gray and generally platy. The sandstone is fine grained and cross bedded locally in the middle and lower part of this formation. The coal zone consists of 3 to 4 beds and is only a few inches thick.

#### **4.3 Groundwater Conditions**

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 drilling 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.

It should be recognized that fluctuations of the groundwater table may occur due to seasonal variations in the amount of rainfall, runoff and other factors not evident at the time the boring was performed. Therefore, groundwater levels during construction or at other times in the life of the structure may be higher or lower than the levels indicated on the boring log. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project.

### **5.0 ENGINEERING RECOMMENDATIONS**

Based on the encountered subsurface conditions, the tower can be constructed on drilled piers or on a mat foundation. The lightly loaded equipment building can be supported on

shallow spread footings. Drilled pier and shallow foundation recommendations are presented in the following paragraphs.

### 5.1 Tower Foundation

**Drilled Pier Alternative:** Based on the results of the boring, the following tower foundation design parameters have been developed:

**Table 2 - Drilled Pier Foundation Design Parameters**

Depth * (feet)	Description **	Allowable Skin Friction (psf)	Allowable End Bearing Pressure (psf)	Allowable Passive Pressure (psf)	Internal Angle of Friction (Degree)	Cohesion (psf)	Lateral Subgrade Modulus (pci)	Strain, &sub50 (in/in)
0 - 2	Topsoil and Lean Clay	Ignore	Ignore	Ignore	-	-	Ignore	Ignore
2 - 5	Lean Clay	425	3,000	1,500	0	1,500	125	0.007
5 - 20	Severely Weathered Shale	550	5,500	2,750	0	2,750	225	0.005
20 - 34	Moderately Weathered Shale and Sandstone	2,500***	10,000	5,000***	0	50,000***	3,000	0.0001

\* Pier inspection is recommended to adjust pier length if variable soil/rock conditions are encountered.

\*\* A total unit weight of 120, 140 and 160 pcf can be estimated for the clay, shale and sandstone, respectively.

\*\*\* The pier should be embedded a minimum of 3 feet into moderately weathered shale or sandstone to mobilize these higher rock strength parameters. Furthermore, it is assumed the rock socket will be extended using coring techniques rather than blasting/shooting.

The above indicated cohesion, friction angle, lateral subgrade modulus and strain values have no factors of safety, and the allowable skin friction and the passive resistances have factors of safety of 2. The cohesion, internal friction angle, lateral subgrade modulus and strain values given in the above table are based on the boring, published correlation values and Terracon's past experience with similar soil/rock types. These values should, therefore, be considered approximate. To mobilize the higher rock strength parameters, the pier should be socketed at least 3 feet into more competent shale or sandstone encountered below a depth of 20 feet in our boring. Furthermore, it is assumed that the rock socket is developed using coring rather than blasting techniques. The allowable end bearing pressure provided in the table has an approximate factor of safety of at least 3. Total settlement of drilled piers designed using the above parameters is not anticipated to exceed 1 inch.

The upper 2 feet of lean clay should be ignored due to the potential affects of frost action and construction disturbance. To avoid a reduction in uplift and lateral resistance caused by variable bedrock depths and bedrock quality, it is recommended that a minimum pier length and minimum rock socket length be stated on the design drawings. Severely weathered shale that required rock coring was encountered in our boring below a depth of about 8 feet, but could vary between tower legs, or if the tower is moved from the location of our boring, or if

significant grade changes occur at the site. Considering the site geology, variable rock depths should be anticipated if the tower location is moved from the location of our boring. If the tower center is moved more than 25 feet, our office should be notified to review our recommendations and determine whether an additional boring is required. To facilitate pier length adjustments that may be necessary because of variable rock conditions or rock quality, it is recommended that a Terracon representative observe the drilled pier excavation.

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

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

**Mat Foundation Alternative:** The mat foundation can be designed using the following natural soil/engineered fill parameters. These parameters are based on the findings of the boring, a review of published correlation values and Terracon's experience with similar soil conditions. These design parameters also assume that the base of the mat foundation will rest on natural soils or well-graded crushed stone that is compacted and tested on a full time basis. The gently sloping site and relatively shallow overburden may result in slight excavation difficulties to achieve a level bearing pad. These difficulties could include bedrock excavation.

**Mat Foundation Design Parameters**

Depth (feet)	Description	Allowable Contact Bearing Pressure (psf)	Allowable Passive Pressure (psf)	Coefficient of Friction, Tan $\delta$	Vertical Modulus of Subgrade Reaction (pci)
0 - 2	Topsoil and Lean Clays	Ignore	Ignore	-	
2 - 5	Lean Clay or Crushed Stone Fill	3,000	Ignore	0.35	125
$\geq 5$	Weathered Shale	5,500	Ignore	0.5	150

To assure that soft soils are not left under the mat foundation, it is recommended that a geotechnical engineer observe the foundation subgrade prior to concrete placement. Provided the above recommendations are followed, total mat foundation settlements are not anticipated to exceed about 1 inch. Differential settlement should not exceed 50 percent of the total settlement.



## 5.2 Equipment Building Foundations

The proposed equipment shed may be supported on shallow footings bearing on stiff natural soils. The equipment building foundations should be dimensioned using a net allowable soil bearing pressure of 2,000 pounds per square foot (psf). In using net allowable soil pressures for footing dimensioning, the weight of the footings and backfill over the footings need not be considered. Furthermore, the footings should be at least 12 inches wide and a minimum of 2.0 feet square.

The geotechnical engineer or a qualified representative should observe the foundation excavations to verify that the bearing materials are suitable for support of the proposed loads. If, at the time of such observation, any soft soils are encountered at the design foundation elevation, the excavations should be extended downward so that the footings rest on stiff soils. If it is inconvenient to lower the footings, the proposed footing elevations may be re-established by backfilling after the undesirable material has been removed.

The recommended soil bearing value should be considered an upper limit, and any value less than that listed above would be acceptable for the foundation system. Using the value given, total settlement would be about 1 inch or less with differential settlements being less than 75 percent of total settlement. Footings should be placed at a depth of 2.0 feet, or greater, below finished exterior grade for protection against frost damage.

## 5.3 Parking and Drive Areas

The drive that accesses the site will be surfaced with crushed stone. Parking and drive areas that are surfaced with crushed stone should have a minimum thickness of 6 inches and be properly placed and compacted as outlined herein. The crushed stone should meet Kentucky Transportation Cabinet specifications and applicable local codes.

A paved section consisting only of crushed graded aggregate base course should be considered a high maintenance section. Regular care and maintenance is considered essential to the longevity and use of the section. Site grades should be maintained in such a manner as to allow for adequate surface runoff. Any potholes, depressions or excessive rutting that may develop should be repaired as soon as possible to reduce the possibility of degrading the soil subgrade.

## 5.4 Site Preparation

Site preparation should begin with the removal of any topsoil, loose, soft or otherwise unsuitable materials from the construction area. The geotechnical engineer should evaluate the actual stripping depth, along with any soft soils that require undercutting at the time of construction.

Any fill and backfill placed on the site should consist of approved materials that are free of organic matter and debris. Suitable fill materials should consist of well graded crushed stone below the tower foundation and well graded crushed stone or low plasticity cohesive soil elsewhere. Low-plasticity cohesive soil should have a liquid limit of less than 45 percent and a plasticity index of less than 25 percent. The on-site cohesive soils are considered suitable for re-use as fill. The on-site weathered shale is not recommended for re-use as fill material. It is recommended that during construction on-site soils be further tested and evaluated prior to use as fill. Fill should not contain frozen material and it should not be placed on a frozen subgrade.

The fill should be placed and compacted in lifts of 9 inches or less in loose thickness. Fill placed below structures or used to provide lateral resistance should be compacted to at least 98 percent of the material's maximum standard Proctor dry density (ASTM D-698). Fill should be placed, compacted, and maintained at moisture contents within minus 1 to plus 3 percent of the optimum value determined by the standard Proctor test.

The geotechnical engineer should be retained to monitor fill placement on the project and to perform field density tests as each lift of fill is placed in order to evaluate compliance with the design requirements. Standard Proctor and Atterberg limits tests should be performed on the representative samples of fill materials before their use on the site.

## 6.0 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 testing and observation during excavation, grading, foundation and 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.

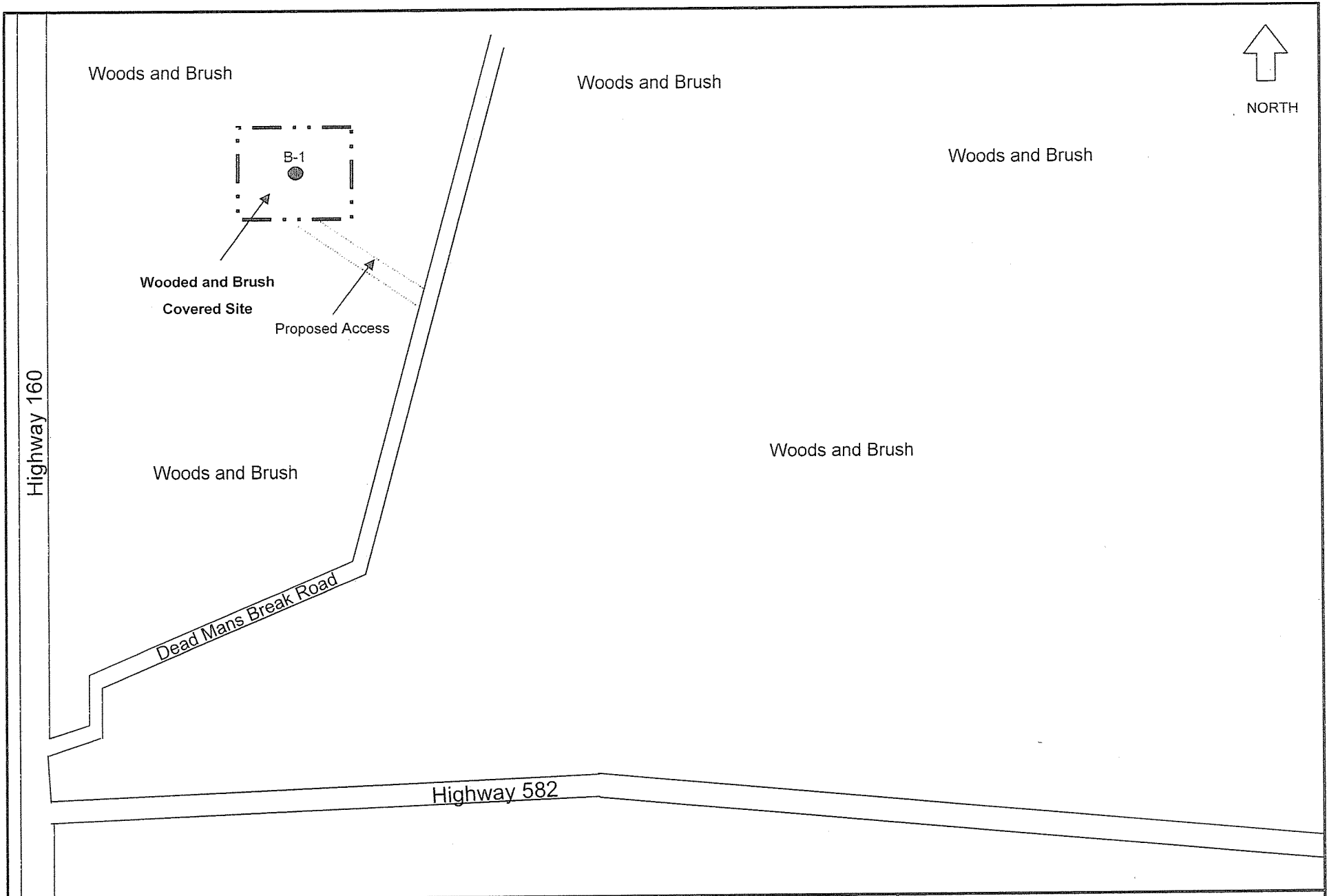
The scope of services for this project does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential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

**Terracon**



NORTH

Highway 160

Dead Mans Break Road

Highway 582

Figure 1  
BORING LOCATION DIAGRAM  
SCALE: NTS



nsoro, LLC  
Amburgey Site  
Littcarr, Kentucky  
PROJECT NO. 57087359



## GENERAL NOTES

### DRILLING & SAMPLING SYMBOLS:

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

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

### WATER LEVEL MEASUREMENT SYMBOLS:

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

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

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

#### CONSISTENCY OF FINE-GRAINED SOILS

<u>Unconfined Compressive Strength, Qu, psf</u>	<u>Standard Penetration or N-value (SS) Blows/Ft.</u>	<u>Consistency</u>
< 500	<2	Very Soft
500 - 1,000	2-3	Soft
1,001 - 2,000	4-7	Medium Stiff
2,001 - 4,000	8-15	Stiff
4,001 - 8,000	16-30	Very Stiff
8,000+	30+	Hard

#### RELATIVE DENSITY OF COARSE-GRAINED SOILS

<u>Standard Penetration or N-value (SS) Blows/Ft.</u>	<u>Relative Density</u>
0 - 3	Very Loose
4 - 9	Loose
10 - 29	Medium Dense
30 - 49	Dense
50+	Very Dense

#### RELATIVE PROPORTIONS OF SAND AND GRAVEL

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

#### GRAIN SIZE TERMINOLOGY

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

#### RELATIVE PROPORTIONS OF FINES

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

#### PLASTICITY DESCRIPTION

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

# GENERAL NOTES

## Sedimentary Rock Classification

### DESCRIPTIVE ROCK CLASSIFICATION:

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

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

### PHYSICAL PROPERTIES:

#### DEGREE OF WEATHERING

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

#### HARDNESS AND DEGREE OF CEMENTATION

##### Limestone and Dolomite:

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

##### Shale, Siltstone and Claystone

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

##### Sandstone and Conglomerate

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

#### BEDDING AND JOINT CHARACTERISTICS

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

Bedding Plane	A plane dividing sedimentary rocks of the same or different lithology.
Joint	Fracture in rock, generally more or less vertical or transverse to bedding, along which no appreciable movement has occurred.
Seam	Generally applies to bedding plane with an unspecified degree of weathering.

#### SOLUTION AND VOID CONDITIONS

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



# UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests<sup>A</sup>

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

<sup>A</sup> Based on the material passing the 3-in. (75-mm) sieve

<sup>B</sup> If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

<sup>C</sup> 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.

<sup>D</sup> 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

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

<sup>F</sup> If soil contains  $\geq 15\%$  sand, add "with sand" to group name.

<sup>G</sup> If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

<sup>H</sup> If fines are organic, add "with organic fines" to group name.

<sup>I</sup> If soil contains  $\geq 15\%$  gravel, add "with gravel" to group name.

<sup>J</sup> If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

<sup>K</sup> If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

<sup>L</sup> If soil contains  $\geq 30\%$  plus No. 200 predominantly sand, add "sandy" to group name.

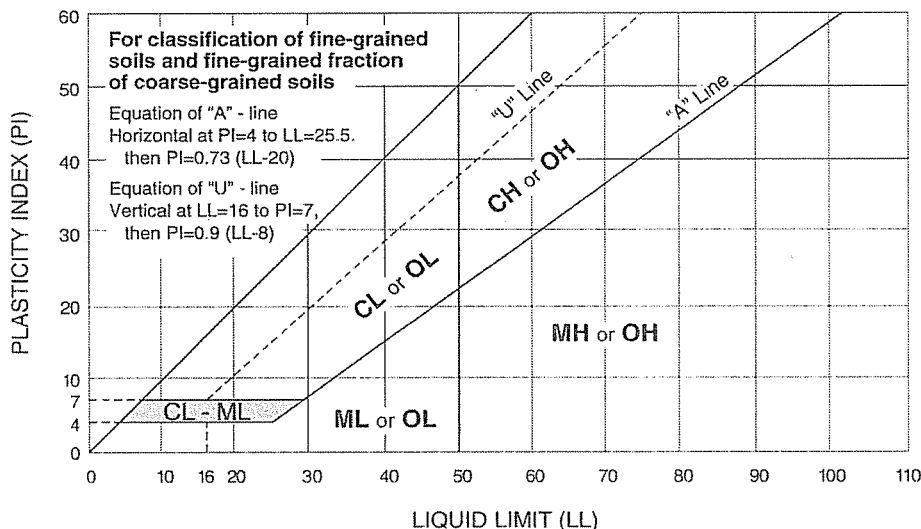
<sup>M</sup> If soil contains  $\geq 30\%$  plus No. 200, predominantly gravel, add "gravelly" to group name.

<sup>N</sup>  $PI \geq 4$  and plots on or above "A" line.

<sup>O</sup>  $PI < 4$  or plots below "A" line.

<sup>P</sup>  $PI$  plots on or above "A" line.

<sup>Q</sup>  $PI$  plots below "A" line.



## **EXHIBIT F**

Competing Utilities, Corporations or Persons

American Tower

Crown Communication

SBA Towers

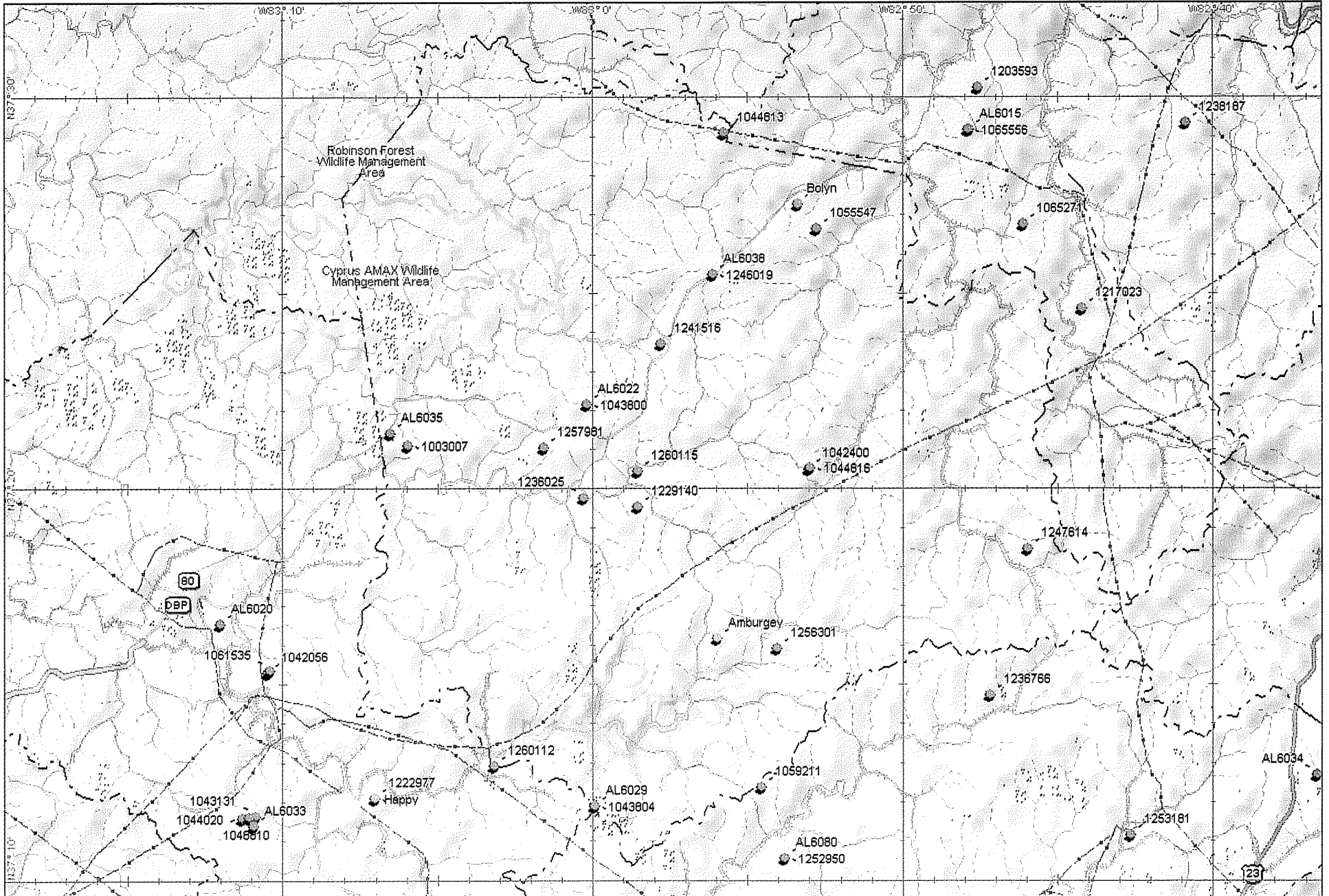
Verizon

Sprint / Nextel

T-Mobile

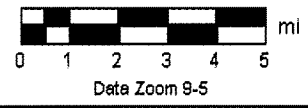
Bluegrass Cellular

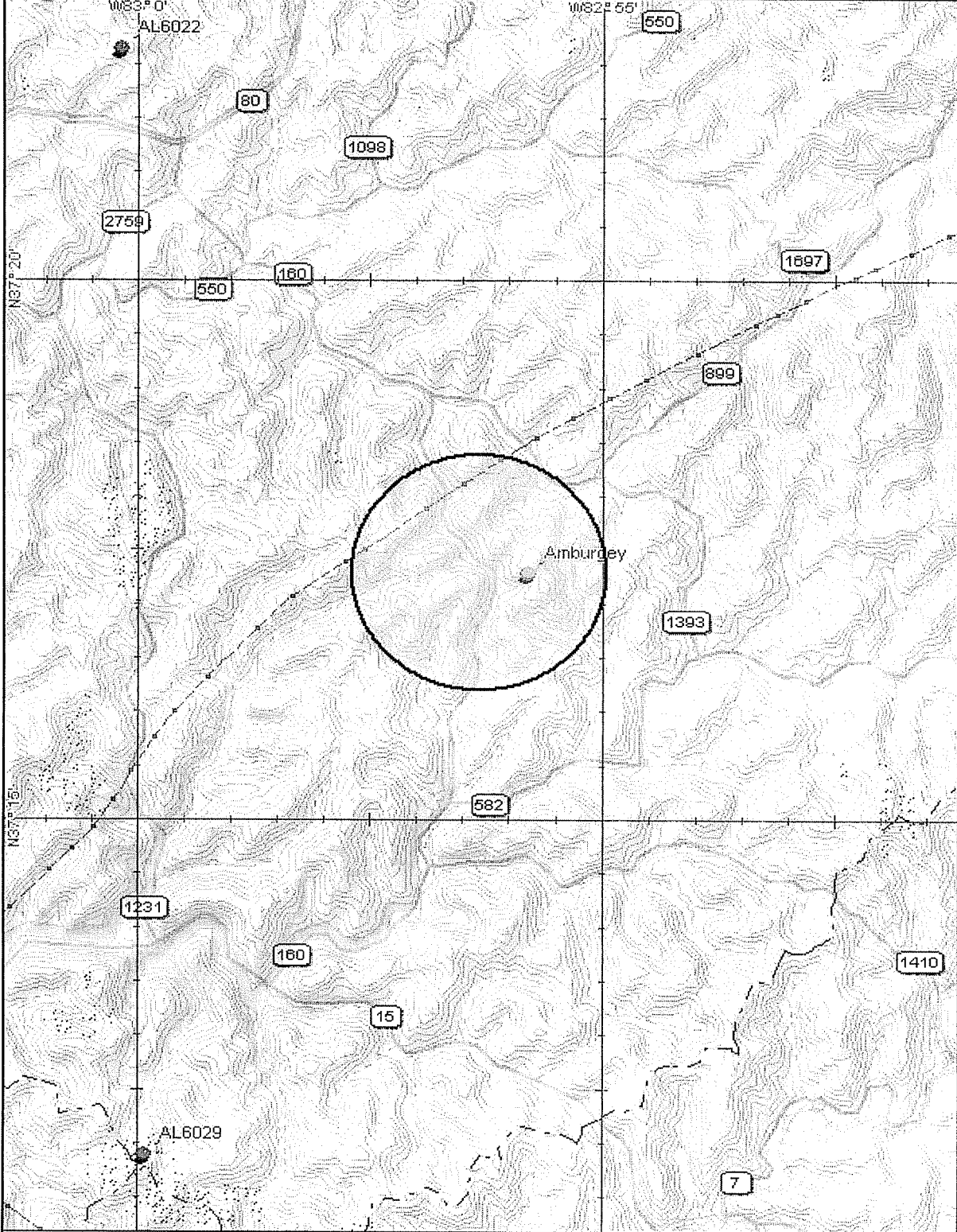
# Existent Towers within Knott County and 1/2 mile outside the county.



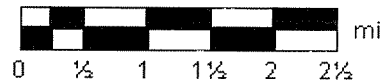
**DeLORME**

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www.delorme.com

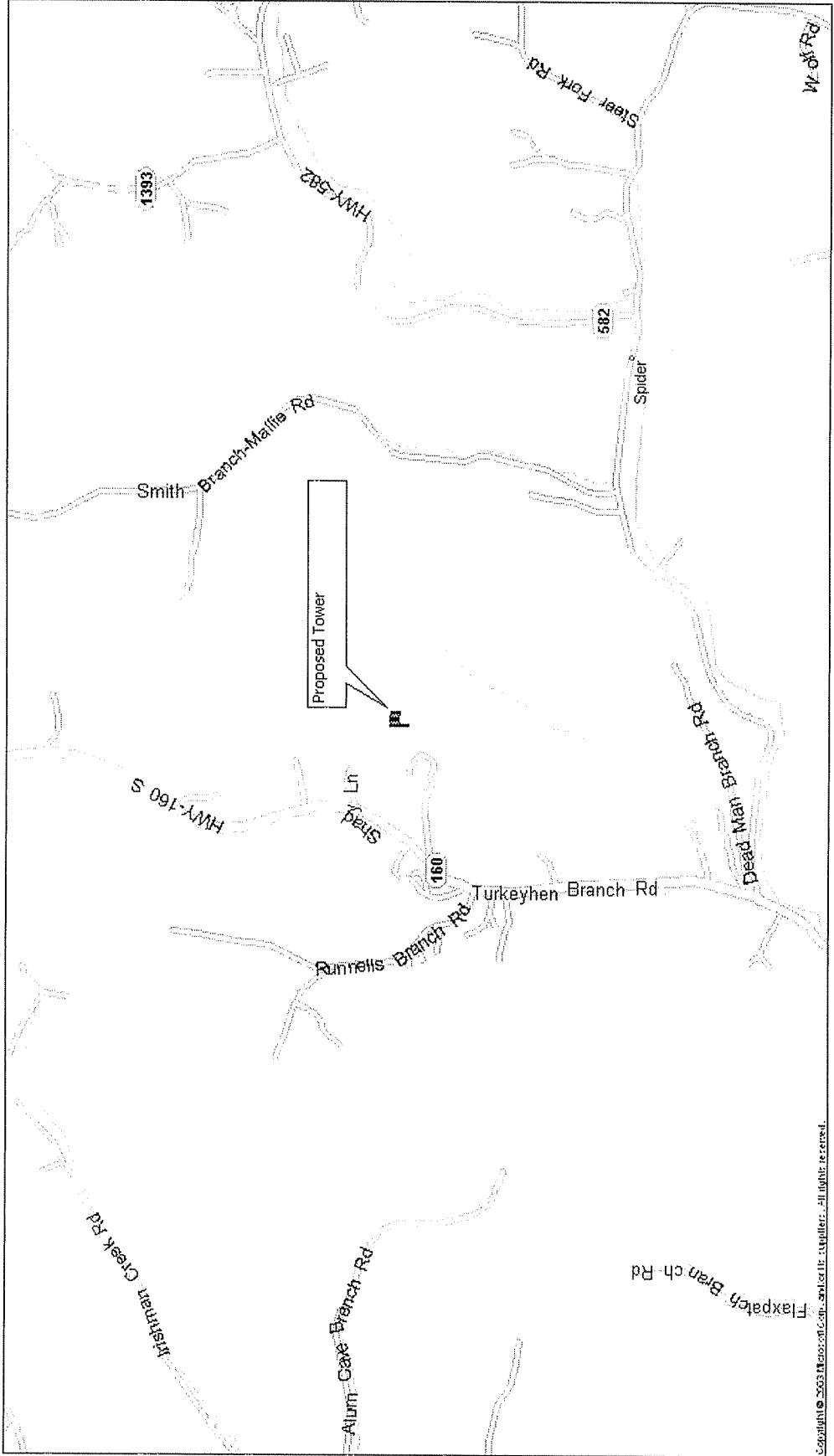




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Data Zoom 10-5



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## **EXHIBIT G**







Kentucky Transportation Cabinet, Kentucky Airport Zoning Commission, 90 Airport Road, Frankfort KY 40601		Kentucky Aeronautical Study Number	
<b>APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE</b>			
INSTRUCTIONS INCLUDED			
1. APPLICANT -- Name, Address, Telephone, Fax, etc. AT&T Wireless Attn: Lisa Glass 5310 Maryland Way Brentwood, TN 37027 (615) 221-3583		9. Latitude: 37 ° 16 ' 08 95 " 10. Longitude: 82 ° 55 ' 57 94 " 11. Datum: <input checked="" type="checkbox"/> NAD83 <input type="checkbox"/> NAD27 <input type="checkbox"/> Other _____ 12. Nearest Kentucky City: <u>Litt Car</u> County <u>Knott</u>	
2. Representative of Applicant -- Name, Address, Telephone, Fax MPM, Inc. Attn: Roy Johnson 3605 Mattingly Road Buckner, KY 40010 (502) 222-4256		13. Nearest Kentucky public use or Military airport: Wendell H. Ford 14. Distance from #13 to Structure: <u>16.68 NM / 101,355 ft</u> 15. Direction from #13 to Structure: <u>Southeast</u>	
3. Application for: <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Alteration <input type="checkbox"/> Existing 4. Duration: <input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Temporary (Months _____ Days _____) 5. Work Schedule: Start <u>TBD</u> End _____ 6. Type: <input checked="" type="checkbox"/> Antenna Tower <input type="checkbox"/> Crane <input type="checkbox"/> Building <input type="checkbox"/> Power Line <input type="checkbox"/> Landfill <input type="checkbox"/> Water Tank <input type="checkbox"/> Other _____ 7. Marking/Painting and/or Lighting Preferred: <input type="checkbox"/> Red Lights and Paint <input checked="" type="checkbox"/> Dual - Red & Medium Intensity White <input checked="" type="checkbox"/> White - Medium Intensity <input type="checkbox"/> Dual - Red & High Intensity White <input type="checkbox"/> White - High Intensity <input type="checkbox"/> Other _____		16. Site Elevation (AMSL): _____ 1896 Feet 17. Total Structure Height (AGL): <u>310</u> Feet 18. Overall Height (#16 + #17) (AMSL): <u>2206</u> Feet 19. Previous FAA and/or Kentucky Aeronautical Study Number(s): <u>N/A</u>	
8. FAA Aeronautical Study Number: <u>FAA filed concurrently</u>		20. Description of Location: (Attach USGS 7.5 minute Quadrangle Map or an Airport layout Drawing with the precise site marked and any certified survey) <u>See attached airspace study</u>	
21. Description of Proposal: Telecommunications Tower Site Name: <u>Amburgey</u>			
22. Has a "NOTICE OF CONSTRUCTION OR ALTERATION" (FAA Form 7460-1) been filed with the Federal Aviation Administration? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, When <u>Filed concurrently</u>			
<b>CERTIFICATION:</b> I hereby certify that all the above statements made by me are true, complete and correct to the best of my knowledge and belief.			
Roy Johnson - Owner MPM		<i>Roy D. Johnson</i>	02/06/2009
Printed Name and Title		Signature	Date
PENALTIES: Persons failing to comply with Kentucky Revised Statutes (KRS 183.861 through 183.990) and Kentucky Administrative Regulations (602 KAR 050:Series) are liable for fines and/or imprisonment as set forth in KRS 183.990(3). Non-compliance with Federal Aviation Administration Regulations may result in further penalties.			
<b>Commission Action:</b>			
<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved		<input type="checkbox"/> Chairman, KAZC <input type="checkbox"/> Administrator, KAZC _____ Date _____	

**EXHIBIT H**

ULS License

## Cellular License - KNKN841 - NEW CINGULAR WIRELESS PCS, LLC

**PA** This license has pending applications: 0003701252

Call Sign	KNKN841	Radio Service	CL - Cellular
Status	Active	Auth Type	Regular

**Market**

Market	CMA452 - Kentucky 10 - Powell	Channel Block	A
Submarket	0	Phase	2

**Dates**

Grant	08/21/2001	Expiration	10/01/2011
Effective	02/08/2007	Cancellation	

**Five Year Buildout Date**

02/05/1997

**Control Points**

**1** 1650 Lyndon Farms Court, LOUISVILLE, KY  
P: (502)329-4700

**Licensee**

FRN	0003291192	Type	Limited Liability Company
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**Licensee**

NEW CINGULAR WIRELESS PCS, LLC 5601 LEGACY DRIVE, MS: A-3 PLANO, TX 75024 ATTN KELLYE E. ABERNATHY	P:(469)229-7422 F:(469)229-7297 E:KELLYE.E.ABERNATHY@CINGULAR.COM
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**Contact**

AT&T MOBILITY LLC DAVID C JATLOW 11760 US HIGHWAY 1 NORTH PALM BEACH, FL 33408	P:(202)255-1679 F:(561)279-2097 E:DAVID.JATLOW@CINGULAR.COM
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**Ownership and Qualifications**

Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

**Alien Ownership**

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

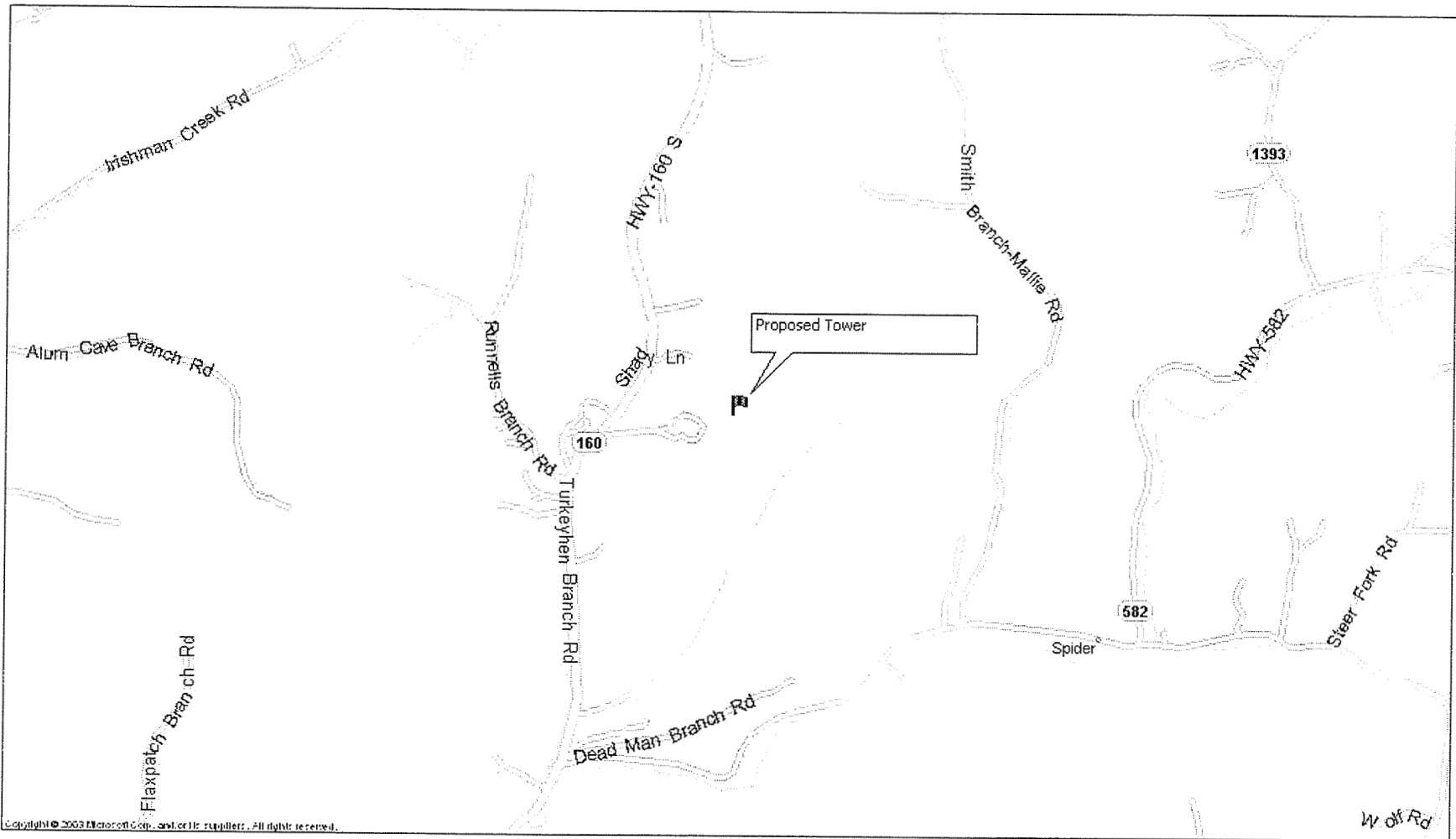
**Basic Qualifications**

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

**Demographics**

Race		
Ethnicity		Gender

## **EXHIBIT I**



Directions to Site: From Hindman at the corner of State Route 160 and State Route 550 (West Main Street), proceed South on State Route 160 approximately 6.5 miles to Seals Hollow Rd. Turn Left onto Seals Hollow and proceed to site at end of road.

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

Market: Lexington  
Cell Site Number: 252G0124  
Cell Site Name: Amburgey  
Fixed Asset Number: 10128744

**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 Manford King and Patricia King, a husband and wife, having a mailing address of 6171 Highway S. 160, Lettcarr, KY 41834 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Alpharetta, GA 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 Dead mans Break Road, in the County of Knott 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] (\$100,000) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional one (1) year upon written notification to Landlord and the payment of an additional [REDACTED] no later than ten (10) days prior to the expiration date of the Initial Option Term.

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

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

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

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

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

### 3. TERM.

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5<sup>th</sup>) 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 (4<sup>th</sup>) 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 (4<sup>th</sup>) extended term, then upon the expiration of the fourth (4<sup>th</sup>) 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 (4<sup>th</sup>) 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 (5<sup>th</sup>) 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 structural steel or any foundations or underground utilities.

**14. MAINTENANCE/UTILITIES.**

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

(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



For Overnight mail to:

New Cingular Wireless PCS, LLC  
Attn: AT&T Network Real Estate Administration  
Re: Cell Site #: 252G0124; Cell Site Name: Amburgey  
Fixed Asset No: 10128744  
12555 Cingular Way  
Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC  
Attn.: Legal Department  
Re: Cell Site #: 252G0124; Cell Site Name: Amburgey  
Fixed Asset No: 10128744  
5565 Glenridge Connector  
Suite 1700  
Atlanta, GA 30342

If to Landlord: Manford and Patricia King  
6171 Highway S. 160  
Lettcarr, KY 41834

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

- (b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord will send the below documents (in section 17(b)(i) to Tenant. In the event Tenant does not receive such appropriate documents, Tenant shall not be responsible for any failure to pay the current landlord
- (i) a. Old deed to Property
  - b. New deed to Property
  - c. Bill of Sale or Transfer
  - d. Copy of current Tax Bill
  - e. New W-9
  - f. New Payment Direction Form
  - g. Full contact information for new Landlord including all phone numbers

**18. CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant

will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

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

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

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

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

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

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

"LANDLORD"

Print Name: \_\_\_\_\_

By: Manford King  
Print Name: Manford King

Print Name: \_\_\_\_\_

By: Patricia King  
Print Name: Patricia King  
Its: Owners  
Date: 9-24-08

"TENANT"

Erica L. Clanton  
Print Name: ERICA L. CLANTON

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

Print Name: \_\_\_\_\_

By: William Plantz  
Print Name: William Plantz  
Its: Executive Director  
Network Operations  
Date: 9/15/08

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

**ACKNOWLEDGMENT**

**FOR TENANT:**

STATE OF Tennessee )  
COUNTY OF Williamson ) ss:

On the 5<sup>th</sup> day of SEPT, 2008, before me personally appeared William Plantz, and acknowledged under oath that he is the Executive Director - Network of New Cingular Wireless PCS, LLC, ~~the a Delaware limited liability company~~ named in the attached instrument, and as such was authorized to execute this instrument on behalf of the New Cingular Wireless PCS, LLC.

Erica L. Clark  
Notary Public: MAY 8, 2012  
My Commission Expires: MAY 8, 2012

**FOR INDIVIDUAL:**



STATE OF KENTUCKY )  
COUNTY OF KNOTT )

On this 20<sup>th</sup> day of August, 2008, before me personally appeared Manford and Patricia King, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that such person executed the same as such person's free act and deed.

Robert H. Crummer  
Name: Robert H. Crummer  
Notary Public  
My Commission Expires: 1-15-2010

[NOTARIAL SEAL]

**EXHIBIT 1****DESCRIPTION OF PREMISES**

Page 1 of 3

to the Agreement dated SEPTEMBERS, 2008, by and between Munford King and Patricia King, a husband and wife, as Landlord, and New Cingular Wireless PCS, LLC., a Delaware limited liability corporation, as Tenant.

The Premises are described and/or depicted as follows in deed book 137, page 281 in the books of Knott County Clerk.

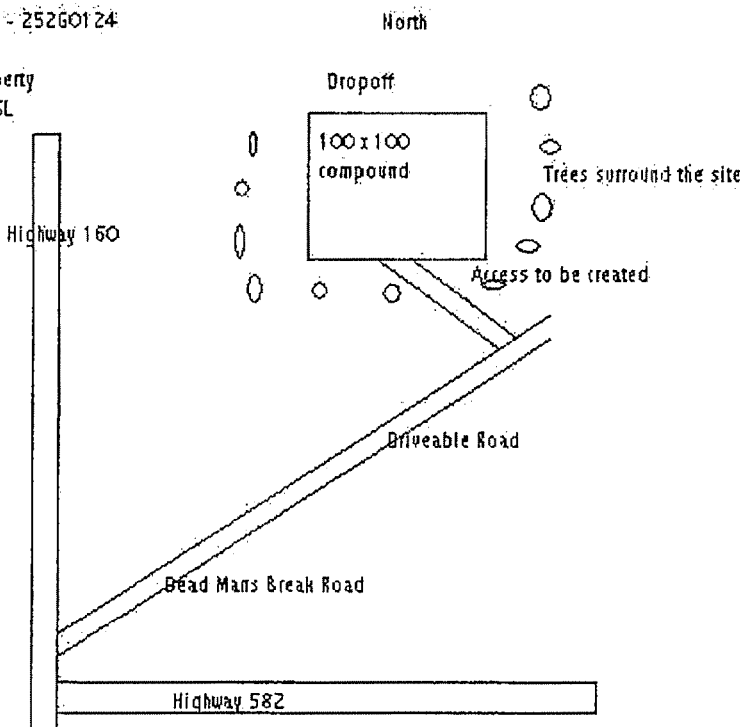
Tract No. 5 Bottom Lot in the estate of Millie Martin and Silas Martin is hereby allotted to Millie Martin her life time as her dower and at her death the whole of said tract is allotted to Clerinda King. Said tract lying and being on Betty's Troublesom of Carr's Fork. Bounded and described as follows: BEGINNING on a stake at the Highway Right of way line in the center of Betty Troublesom Creek and on line of William Jent; thence with the line of William Jent down the creek S 76-10 W 180 feet to a large W.O on the west bank of Betty's Troublesom, corner to Calvin Nickles and William Jent; thence with line of Calvin Nickles and center of old road S 10-00 W 78 feet to a stake in the edge of the road leading to Calvin Nickle's house; thence across the creek S 88-35 E 145 feet to the State Highway 14 feet from the branch; thence with the State Highway to the beginning. There is a road excepted out, running down said branch from State Highway to the line of Calvin Nickles and Mack Martin as road now runs.

Tract No. 5 Hillside in the Silas Martin estate, allotted to Clerinda King, Described as follows: BEGINNING on a stake at the Branch, witness a poplar 3 feet right; thence a straight line up the hill N 12-30 W 970 feet to a sourwood on the ridge; thence with the ridge N 16-08 E 206 feet to a stake on the knob between Betty's Troublesom and Smith Branch; S 86-08 E 167 feet to an 8 inch poplar; S 72-08 E 126 feet to a locust; S 84-24 E 160 feet to a large black oak; thence N 59-35 E 320 feet to a stake in a low gap; thence a straight line down the hill N 11-00 E 1010 feet to a point on a rock in the hollow, witness a large poplar stump

... small poplar; thence ...  
 ... There is to be a road excepted over this property 12 feet in width, as follows: BEGINNING on ... at the branch, witness a poplar; thence up said branch N 56-56 E 253 feet to a stake midway between a poplar and apple tree; N 35-49 E 310 feet to a point on a rock.

Tract No. 5 in the estate of Millie Martin, allotted to Clerinda King, Described as follows: BEGINNING on a stake in the road, witness a beech standing S.W about 40' corner to tract No. 3; thence with line of same up the hill S 8-45 E 1400 feet to a stake on the ridge in a low gap, witness twin W.O; thence with the ridge N 78-45 E 103 feet to a small locust on a knob; N 40-29 E 580'; West 250' to a stake in a low gap; thence down the hill a straight line N 12-35 W 1238' to a stake in the road, witness a small poplar standing S 40-30 E 20' and another small poplar N 15'; thence down the road N 87-26 W 120' to a stake at a small drain; S 77-06 W 111' near a large rock; S 80-30 W 135' to a stake above the gas well; S 53-45 W 83' to a stake in the road; S 66-07 W 106'; S 70-50 W 211' to a stake at the beginning. There is to be a road excepted over this tract 12 feet in width as follows: BEGINNING on the line of Cody Martin and in the center of the road; thence with the road as it now goes N 70-50 E 211 feet; N 66-07 E 106 feet; N 53-45 E 83 feet; N 80-30 E 135 feet; N 77-06 E 111 feet; N 87-26 E 120 feet to a stake in the center of the road.

Ambergey - 25260124  
 300 SST  
 King Property  
 1890 AMSL



Not to Scale

**Notes:**

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

## EXHIBIT J

**BRIGGS LAW OFFICE, PSC**  
**TODD R. BRIGGS**  
17300 POLO FIELDS LANE  
**LOUISVILLE, KENTUCKY 40245**

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction  
Wireless Telecommunications Facility**

Silas Wayne Martin  
283 Seals Hollow  
Littcar, KY 41834

**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 Seals Hollow Road, Littcarr, Kentucky 41834. A map showing the location is attached. The proposed facility will include a 300 foot self-support tower, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2009-00076 in any correspondence.

Sincerely,



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

Enclosure

**BRIGGS LAW OFFICE, PSC**

**TODD R. BRIGGS**

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction  
Wireless Telecommunications Facility**

John Keith & Nora Amburgey  
P.O. Box 24  
Littcarr, KY 41834

**Via Certified Mail Return Receipt Requested**

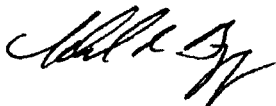
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Sincerely,



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

Enclosure



**BRIGGS LAW OFFICE, PSC**  
**TODD R. BRIGGS**  
17300 POLO FIELDS LANE  
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction  
Wireless Telecommunications Facility**

David Corbett Everage  
780 N. Payne Road  
Winston-Salem, NC 27127

**Via Certified Mail Return Receipt Requested**

Dear Landowner:

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Sincerely,



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

Enclosure

**BRIGGS LAW OFFICE, PSC**  
**TODD R. BRIGGS**  
17300 POLO FIELDS LANE  
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction  
Wireless Telecommunications Facility**

Marty & Lucy Hays  
P.O. Box 321  
Hindman, KY 41822

**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 Seals Hollow Road, Littcarr, Kentucky 41834. A map showing the location is attached. The proposed facility will include a 300 foot self-support tower, plus related ground facilities.

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Sincerely,



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

Enclosure

**BRIGGS LAW OFFICE, PSC**  
**TODD R. BRIGGS**  
17300 POLO FIELDS LANE  
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction  
Wireless Telecommunications Facility**

Glenn Honeycutt  
6344 Highway 160 S.  
Littcarr, KY 41834

**Via Certified Mail Return Receipt Requested**

Dear Landowner:

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Sincerely,



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

Enclosure

**BRIGGS LAW OFFICE, PSC**

**TODD R. BRIGGS**

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction  
Wireless Telecommunications Facility**

Brenda Faye Melton  
P.O. Box 13  
Littcarr, KY 41834

**Via Certified Mail Return Receipt Requested**

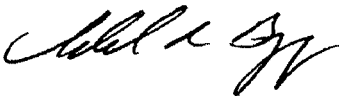
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Sincerely,



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

Enclosure

**BRIGGS LAW OFFICE, PSC**  
**TODD R. BRIGGS**  
17300 POLO FIELDS LANE  
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction**  
**Wireless Telecommunications Facility**

Sie Martin  
c/o Lester Hoover  
P.O. Box 723  
Hindman, KY 41822

**Via Certified Mail Return Receipt Requested**

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Sincerely,



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

Enclosure

**BRIGGS LAW OFFICE, PSC**

**TODD R. BRIGGS**

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction  
Wireless Telecommunications Facility**

Evelyn Smith  
P.O. Box 75  
Littcarr, KY 41834

**Via Certified Mail Return Receipt Requested**

Dear Landowner:

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Sincerely,



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

Enclosure

**BRIGGS LAW OFFICE, PSC**

**TODD R. BRIGGS**

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction  
Wireless Telecommunications Facility**

Selina B. & Michael G. White  
430 Highland Heights  
Hindman, KY 41822

**Via Certified Mail Return Receipt Requested**

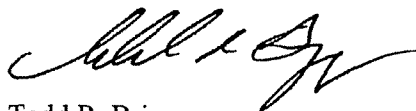
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Sincerely,



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

Enclosure

**BRIGGS LAW OFFICE, PSC**

**TODD R. BRIGGS**

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction  
Wireless Telecommunications Facility**

Jerry Combs  
253 Seals Hollow  
Hindman, KY 41822

**Via Certified Mail Return Receipt Requested**

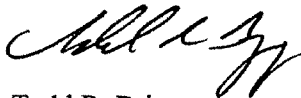
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Sincerely,



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

Enclosure



## **EXHIBIT K**

**BRIGGS LAW OFFICE, PSC**

**TODD R. BRIGGS**

17300 POLO FIELDS LANE

**LOUISVILLE, KENTUCKY 40245**

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Via Certified Mail Return Receipt Requested**

Honorable Randy Thompson  
Knott County Judge Executive  
P.O. Box 1287  
Hindman, KY 41822-1287

**RE: Notice of Proposal to Construct Wireless Telecommunications Facility  
Kentucky Public Service Commission--Case No. 2009-00076**

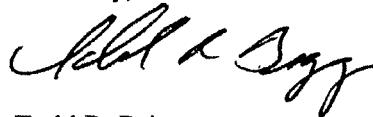
Dear Judge Thompson

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 Seals Hollow Road, Littcarr, Kentucky 41834. A map showing the location is attached. The proposed facility will include a 300 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 2009-00076 in any correspondence.

Sincerely,



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

Enclosure

## **EXHIBIT L**

# PUBLIC NOTICE

New Cingular Wireless PCS, LLC  
proposes to construct a  
telecommunications

# TOWER

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

Briggs Law Office, PSC  
17300 Polo Fields Lane  
Louisville, KY 40245  
(502) 254-9756

or

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

Please refer to Commission's  
**Case #2009-00076**  
in your correspondence.

# PUBLIC NOTICE

New Cingular Wireless PCS, LLC  
proposes to construct a  
telecommunications

# TOWER

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

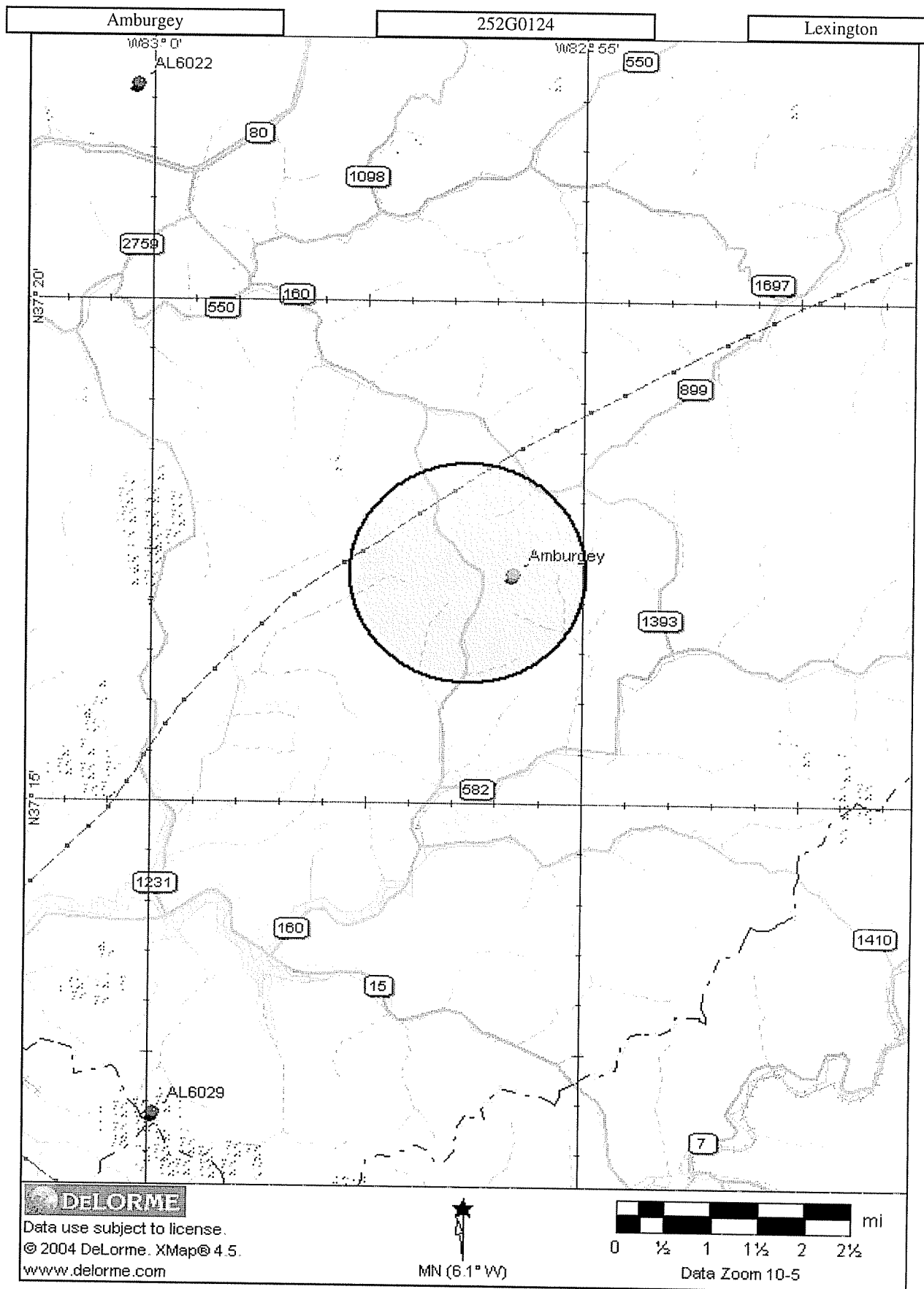
Briggs Law Office, PSC  
17300 Polo Fields Lane  
Louisville, KY 40245  
(502) 254-9756

or

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

Please refer to Commission's  
**Case #2009-00076**  
in your correspondence.

**EXHIBIT M**



**EXHIBIT N**



**Erika Helle**  
RF Design Engineer  
East TN and East KY  
3585 Workman Road  
Knoxville, TN 37921  
(865) 824-2231

January 27, 2009

Knott County

Re: RF Emissions Compliance Site: **252G0124** – Amburgey

Dear Sir or Madam:

This letter is to serve as a documentation that the proposed AT&T site listed above, to be located in Knott County, Kentucky, have been designed and will be built and operated in accordance with all applicable FCC and FAA regulations.

*Erika Helle*  
Erika Helle  
RF Design Engineer





**Erika Helle**  
RF Design Engineer  
East TN and East KY  
3585 Workman Road  
Knoxville, TN 37921  
(865) 824-2231

January 27, 2009

Re: Statement of Need: **252G0124** – Amburgey

Dear Sir or Madam:

This letter is to state the need of the proposed AT&T site called **Amburgey**, to be located in Knott County, KY. The **Amburgey** site will improve coverage along SR160, and surrounding areas. The lack of a dominant server in the area causes many quality issues for the customers. With the addition of this site, the customers in the area will experience improved reliability, retainability, and improved access to emergency 911 services

*Erika Helle*  
Erika Helle  
RF Design Engineer