COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF AMERICAN TOWERS, INC.	)	
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC	)	
CONVENIENCE AND NECESSITY TO CONSTRUCT	)	
A WIRELESS COMMUNICATIONS FACILITY AT	)	CASE: **2009-00215**
KY HIGHWAY 11, STANTON	)	
POWELL COUNTY, 40380	)	

SITE NAME: RED RIVER (252G0116)

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

American Towers, Inc. ("ATC"), a Delaware corporation as ultimate owner, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, ("Provider"), hereinafter jointly referred to as "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 Provider with wireless telecommunication services. In support of this Application, Applicant respectfully provides and states the following:

1. The complete name and address of ATC is: American Towers, Inc., a Delaware corporation; 116 Huntington Avenue, Boston, MA 02116.

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

3. ATC is a Delaware corporation and a copy of its Delaware Articles of Incorporation is attached as part of **Exhibit A**. A copy of the Certificate of Authorization to transact business in the Commonwealth of Kentucky is also included as **Exhibit A**

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

5. Applicant proposes construction of an antenna tower near Stanton in Powell 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.

6. 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.

7. To address the above-described service needs, Applicant proposes to construct a WCF on KY Highway 11, Stanton, Kentucky 40380 (37° 50' 49.526" North Latitude, 83° 52' 37.730" West Longitude (NAD 83)), in an area entirely within Powell County. The property in which the WCF will be located is

currently owned by Glenn M. Sayler, pursuant to that Deed of record in Deed Book 140, Page 472 in the Office of the Powell County Clerk. The proposed WCF will consist of a 240 foot self-support tower with an approximately 5-foot tall lightning arrestor attached to the top of the tower for a total height not to exceed 245 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**.

8. 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**.

9. A geotechnical engineering report was performed at the WCF site by Terracon, of Nashville, Tennessee, dated March 5, 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.

10. 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**.

11. The Federal Aviation Administration Notice of Proposed Construction or Alteration was filed on June 2, 2009 and 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 June 3, 2009 and is also attached as **Exhibit G**. Approval from the FAA and KAZC will be forwarded once received.

12. 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.

13. The licensed, professional land surveyor has noted in **Exhibit B** the review of the Flood Insurance Rate Map (FIRM) number 2101940025B dated September 27, 1985 and the WCF does not appear to be in a flood hazard area.

14. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced. Project Manager for the site is Roy Johnson, of Medley's Project Management.

15. 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**.

16. Applicant has notified every person of the proposed construction who, according to the records of the Powell 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**.

17. Applicant has notified the Powell 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 Powell County Judge Executive of his right to request intervention. Copy of the notice is attached as **Exhibit K**.

18. 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 in The Clay City Times.

19. The site of the proposed WCF is located in a rural area near Stanton, Kentucky.

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

21. 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**.

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

23. 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

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

LIST OF EXHIBITS

Exhibit A	Articles of Incorporation Certificate of Authorization
Exhibit B	Site Development Plan and Survey
Exhibit C	Vertical Tower Profile
Exhibit D	Structural Design Report Foundation Design
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

6/29/2009

Division of Corporations
Business Filings

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

Certificate of Authorization

Authentication Number: 82505
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,

AMERICAN TOWER DELAWARE CORPORATION

, a corporation 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 January 4, 2000.

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 271B.16-220 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 29th day of June, 2009.

Trey Grayson
Secretary of State
Commonwealth of Kentucky
82505/0485275

AMERICAN TOWERS, INC.

SECRETARY'S CERTIFICATE

I, Jonathan R. Black, Secretary of American Towers, Inc., a corporation duly organized under the laws of the State of Delaware, does hereby certify that the following is a true and correct copy of a resolution of the Board of Directors of said corporation, adopted at a special meeting held on the day of December 1, 2000.

RESOLVED: That, inasmuch as this corporation desires to transact business in the Commonwealth of Kentucky, and inasmuch as the Board of Directors has been advised that the name of this corporation is not available for corporate use in the Commonwealth of Kentucky, this corporation adopts the fictitious name

"Delaware American Towers, Inc."

for use in transacting business in the Commonwealth of Kentucky pursuant to Section 271B. 15-060, Kentucky Business Corporation Act, and

FURTHER RESOLVED: That the officers of the corporation be and hereby are authorized and directed to cause any and all required documents to be prepared, executed and filed so that this corporation may obtain a Certificate of Authority, and to cause this corporation to use the fictitious name in the transaction of business in the Commonwealth of Kentucky.

Jonathan R. Black, Secretary

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS FILED FROM AND INCLUDING THE RESTATED CERTIFICATE OR A MERGER WITH A RESTATED CERTIFICATE ATTACHED OF "AMERICAN TOWERS, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

RESTATED CERTIFICATE, FILED THE TWENTY-FIRST DAY OF SEPTEMBER, A.D. 2001, AT 9 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-SIXTH DAY OF SEPTEMBER, A.D. 2001, AT 9 O'CLOCK A.M.

CERTIFICATE OF OWNERSHIP, FILED THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2001, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2001, AT 11:56 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2001, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2001, AT 11:57 O'CLOCK P.M.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2525871 8100X

080307712

AUTHENTICATION: 6443707

DATE: 03-12-08

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

The First State

CERTIFICATE OF OWNERSHIP, FILED THE TWENTY-THIRD DAY OF DECEMBER, A.D. 2002, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2002, AT 11:56 O'CLOCK P.M.

CERTIFICATE OF OWNERSHIP, FILED THE TWENTY-THIRD DAY OF DECEMBER, A.D. 2002, AT 9:01 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2002.

CERTIFICATE OF MERGER, FILED THE TWENTY-THIRD DAY OF DECEMBER, A.D. 2002, AT 9:02 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2002, AT 11:56 O'CLOCK A.M.

CERTIFICATE OF TERMINATION OF MERGER, FILED THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 2002, AT 10 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-SIXTH DAY OF FEBRUARY, A.D. 2003, AT 5:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2525871 8100X

080307712

AUTHENTICATION: 6443707

DATE: 03-12-08

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

The First State

THE AFORESAID CERTIFICATE OF MERGER IS THE TWENTY-SEVENTH DAY OF FEBRUARY, A.D. 2003, AT 9:30 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE THIRTIETH DAY OF DECEMBER, A.D. 2003, AT 6:47 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2003.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE TWELFTH DAY OF AUGUST, A.D. 2004, AT 11:17 O'CLOCK P.M.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2525871 8100X

080307712

AUTHENTICATION: 6443707

DATE: 03-12-08

You may verify this certificate online at corp.delaware.gov/authver.shtml

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 09/21/2001
010468800 – 2525871

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

AMERICAN TOWERS, INC.

Under Sections 242 and 245
of the Delaware General Corporation Law

American Towers, Inc. (the "Corporation"), a corporation organized and existing under the Delaware General Corporation Law, does hereby certify:

1. The name of the Corporation is American Towers, Inc.

2. The original Certificate of Incorporation of the Corporation was filed in the Office of the Secretary of State of the State of Delaware on July 19, 1995. The original name of the Corporation was American Tower Systems Inc. On November 20, 1997, the Corporation changed its name to American Tower Systems (Delaware), Inc. On September 14, 1998, the Corporation changed its name to American Towers, Inc.

3. This Amended and Restated Certificate of Incorporation was duly adopted by the Board of Directors and the sole stockholder of the Corporation pursuant to Sections 242 and 245 of the Delaware General Corporation Law.

4. This Amended and Restated Certificate of Incorporation restates and integrates and further amends the provisions of the Certificate of Incorporation of the Corporation.

5. The text of the Certificate of Incorporation is hereby amended and restated in its entirety as follows:

FIRST. The name of the Corporation is American Towers, Inc.

SECOND. The address of the Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle. The name of the Corporation's registered agent at such address is Corporation Service Company.

THIRD. The nature of the business and purposes to be conducted or promoted by the Corporation are to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, and to have and exercise all of the powers conferred by the laws of the State of Delaware upon corporations incorporated or organized under such law.

FOURTH. The total number of shares of capital stock which the Corporation shall have authority to issue is 3,000 shares of Common Stock with $.10 par value per share.

FIFTH. In furtherance and not in limitation of powers conferred by statute, it is further provided:

(a) Election of directors need not be by ballot, unless so provided in the By-Laws of the Corporation.

(b) The Board of Directors is expressly authorized to adopt, alter, amend, or repeal the By-Laws of the Corporation.

SIXTH. The Corporation shall have and may exercise, to the fullest extent permitted by Delaware law, and as provided in the By-Laws as in effect from time to time, the power to indemnify its officers, directors, employees and agents, and persons acting at the request of the Corporation as directors, officers, partners, members, trustees, employees or agents of another entities, whether corporations, partnerships, joint ventures, limited liability companies, trusts or other enterprises, or non-profit entities.

SEVENTH. No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director, except to the extent that exculpation from liability is not permitted under the Delaware General Corporation Law as in effect when such breach occurred. Neither the amendment nor repeal of this Article SEVENTH nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article SEVENTH shall reduce, eliminate or adversely affect the effect of this Article SEVENTH in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article SEVENTH, would accrue or arise, prior to the effectiveness of such amendment, repeal or adoption.

EIGHTH. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on stockholders herein are granted subject to this reservation.

Dated: July 30, 2001

AMERICAN TOWERS, INC.

By: _____

Name: Joseph L. Winn

Title: CFO

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.

COMMONWEALTH OF KENTUCKY
OFFICE OF SECRETARY

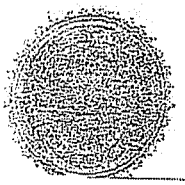
Trey Grayson
Secretary of State
Commonwealth of Kentucky
67612/0481848

Delaware

The First State

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

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



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2445544 8100

040770586

AUTHENTICATION: 3434823

DATE: 10-26-04

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

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

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

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

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

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

[Signature on following page]

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

AT&T WIRELESS PCS, LLC

By: Cingular Wireless LLC, its Manager

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

STATE OF DELAWARE

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

LEGAL DESCRIPTION

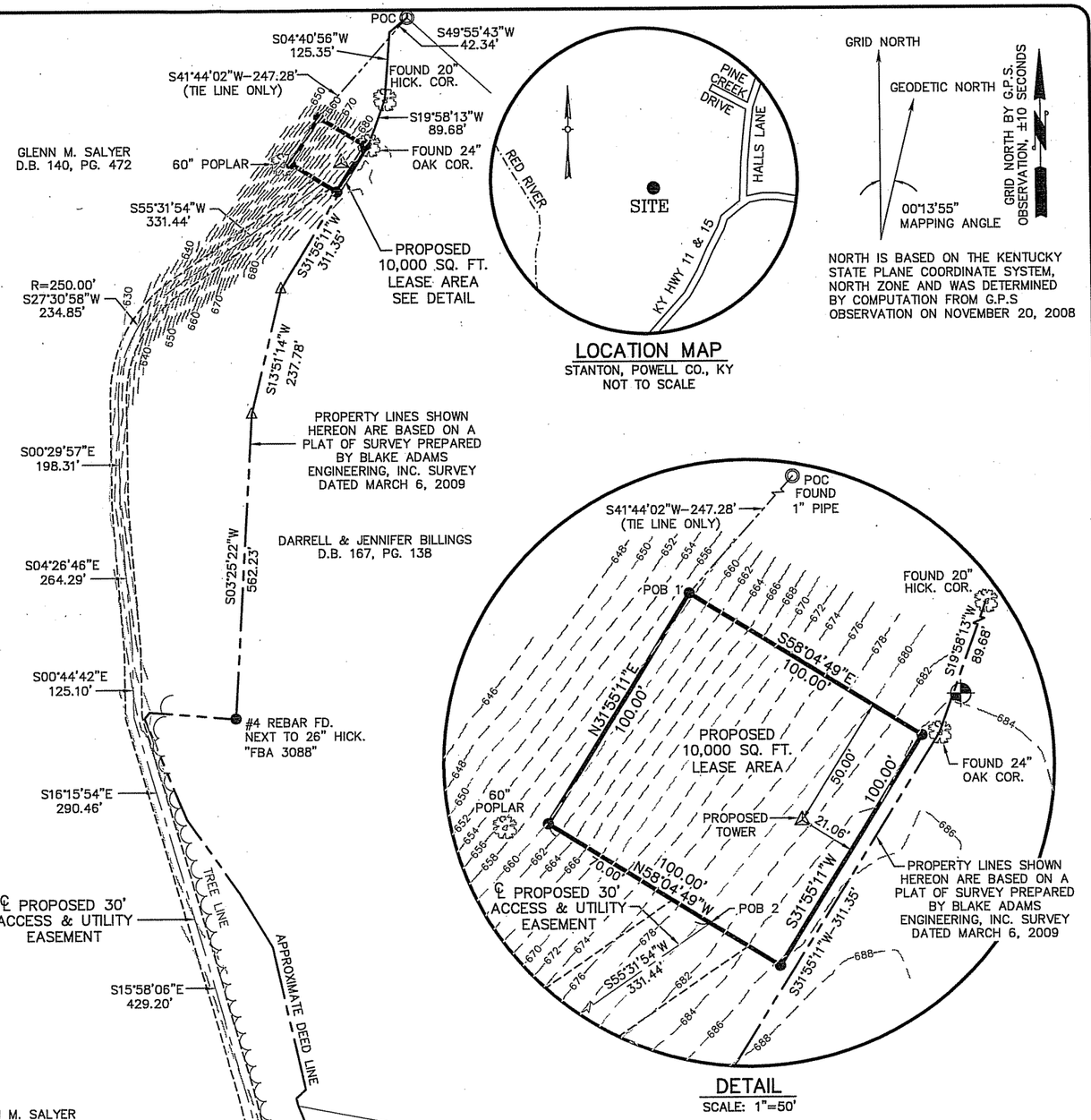
THIS IS THE DESCRIPTION FOR AMERICAN TOWER CORPORATION, FOR AN AREA TO BE LEASED FROM A TRACT OF LAND CONVEYED TO GLENN M. SALYER OF RECORD IN DEED BOOK 140, PAGE 472 OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF POWELL COUNTY, KENTUCKY AND FURTHER DESCRIBED AS FOLLOWS:

DESCRIPTION OF PROPOSED LEASE AREA AND EASEMENT

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

COMMENCING AT A FOUND 1" PIPE IN THE EAST PROPERTY LINE OF A TRACT OF LAND CONVEYED TO GLENN M. SALYER OF RECORD IN DEED BOOK 140, PAGE 472 IN THE OFFICE OF THE COUNTY CLERK OF POWELL COUNTY, KENTUCKY; THENCE S41°44'02"W, 247.28 FEET TO A SET #5 REBAR WITH CAP STAMPED "J THOMAS #3259" (HEREAFTER REFEREED TO AS A SET REBAR) AT THE POINT OF BEGINNING 1; THENCE WITH THE PROPOSED LEASE AREA THE FOLLOWING FOUR CALLS, S58°04'49"E, 100.00 FEET TO A SET REBAR; THENCE S31°55'11"W, 100.00 FEET TO A SET REBAR; THENCE N58°04'49"W, 100.00 FEET TO A SET REBAR; THENCE N31°55'11"E, 100.00 FEET TO THE POINT OF BEGINNING 1 AND CONTAINING 10,000 SQUARE FEET.

ALSO, THE RIGHT TO USE FOR ACCESS AND UTILITIES TO THE ABOVE DESCRIBED LEASE AREA, A 30 FOOT WIDE EASEMENT THE CENTERLINE DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1" PIPE IN THE EAST PROPERTY LINE OF A TRACT OF LAND CONVEYED TO GLENN M. SALYER OF RECORD IN DEED BOOK 140, PAGE 472 IN THE OFFICE OF THE COUNTY CLERK OF POWELL COUNTY, KENTUCKY; THENCE S41°44'02"W, 247.28 FEET TO A POINT; THENCE S31°55'11"W, 100.00 FEET TO A POINT; THENCE S58°04'49"E, 70.00 FEET TO THE POINT OF BEGINNING 2; THENCE WITH SAID CENTERLINE THE FOLLOWING TWELVE CALLS, S55°31'54"W, 331.44 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET AND A CHORD OF S27°30'58"W, 234.85 FEET TO A POINT; THENCE S00°29'57"E, 198.31 FEET TO A POINT; THENCE S04°26'46"E, 264.29 FEET TO A POINT; THENCE S00°44'42"E, 125.10 FEET TO A POINT; THENCE S16°15'54"E, 290.46 FEET TO A POINT; THENCE S15°58'06"E, 429.20 FEET TO A POINT; THENCE S14°15'09"E, 142.30 FEET TO A POINT; THENCE S23°15'28"E, 173.01 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET AND A CHORD OF S02°02'24"W, 64.53 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 56.00 FEET AND A CHORD OF S22°06'40"E, 83.87 FEET TO A POINT; THENCE S71°16'05"E, 228.16 FEET TO THE TERMINATION OF SAID EASEMENT CENTERLINE IN THE NORTHWEST RIGHT OF WAY LINE OF KENTUCKY HIGHWAY 11 AND 15.



LOCATION MAP
STANTON, POWELL CO., KY
NOT TO SCALE

NORTH IS BASED ON THE KENTUCKY STATE PLANE COORDINATE SYSTEM, NORTH ZONE AND WAS DETERMINED BY COMPUTATION FROM G.P.S OBSERVATION ON NOVEMBER 20, 2008

DETAIL
SCALE: 1"=50'

BENCHMARK

NORTH: 126661.62
EAST: 1748142.61
ELEVATION: 683.51' (NAVD 88)
LOCATION: IRON PIN WITH CAP (BTM TRAVERSE)

COORDINATE POINT LOCATION PROPOSED TOWER CENTERLINE

NAD 1983
LATITUDE: 37°50'49.526"N
LONGITUDE 83°52'37.730"W
ELEVATION: 681.38' (NAVD 88)
STATE PLANE COORDINATE
NORTHING: 126615.13
EASTING: 1748083.86

LEGEND

DHU	EXISTING OVERHEAD UTILITIES
x x	FENCE LINE
	SURVEY LINE
	APPROXIMATE PROPERTY LINE
	UTILITY POLE
	GUY WIRE
RCP	REINFORCED CONCRETE PIPE
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
	SET #5 REBAR WITH CAP STAMPED "J THOMAS #3259" UNLESS OTHERWISE NOTED
	FOUND 1" PIPE
	NO CORNER MONUMENT FOUND

LAND SURVEYOR'S CERTIFICATE

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

JOHN M. THOMAS, PLS #3259 — DATE 5-19-09

OWNER APPROVAL: — DATE

AT&T APPROVAL: — DATE

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.

FLOOD PLAIN CERTIFICATION

I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 2101940025B, DATED SEPTEMBER 27, 1985 AND THE LEASE AREA DOES NOT APPEAR TO BE IN A FLOOD HAZARD AREA. PORTIONS OF THE ACCESS EASEMENT APPEAR TO BE LOCATED IN ZONE A WHICH ARE AREAS OF 100 YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED.

GRAPHIC SCALE
250 0 125 250
1 INCH = 250 FT.

AMERICAN TOWER

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

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

SITE NAME: RED RIVER

SITE NUMBER: 252G0116

SITE ADDRESS: KY HWY 11, STANTON, POWELL CO., KY 40380

PROPERTY OWNER: GLENN M. SALYER, 1499 MAPLE STREET, STANTON, KY 40380

TAX MAP NUMBER: 20

PARCEL NUMBER: 117.41

SOURCE OF TITLE: DEED BOOK 140, PAGE 472

LATITUDE: 37° 50' 49.526"N
LONGITUDE: 83° 52' 37.730"W

NO.	REVISION/ISSUE	DATE
1	ISSUE	12/17/08
2	ADD NEW BNDY LINE	3/10/09
3	REVISE LEASE AREA	5/15/09

TITLE: COMMUNICATIONS SITE SURVEY

SHEET: C-2

SITE PLAN NOTES

1. THE PROPOSED DEVELOPMENT IS FOR A 240 FOOT SELF–SUPPORT TOWER AND MULTIPLE EQUIPMENT LOCATIONS. THE LOCATION IS KY HWY 11, STANTON, KY 40380.

2. THE TOWER WILL BE ACCESSED BY A PROPOSED STABILIZED DRIVE FROM AN EXISTING ASPHALT ROADWAY (KY HWY 11) 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° 50' 49.536"N 126615.13 N
   LONGITUDE: 83° 52' 37.730"W 1748083.86 E

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

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

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

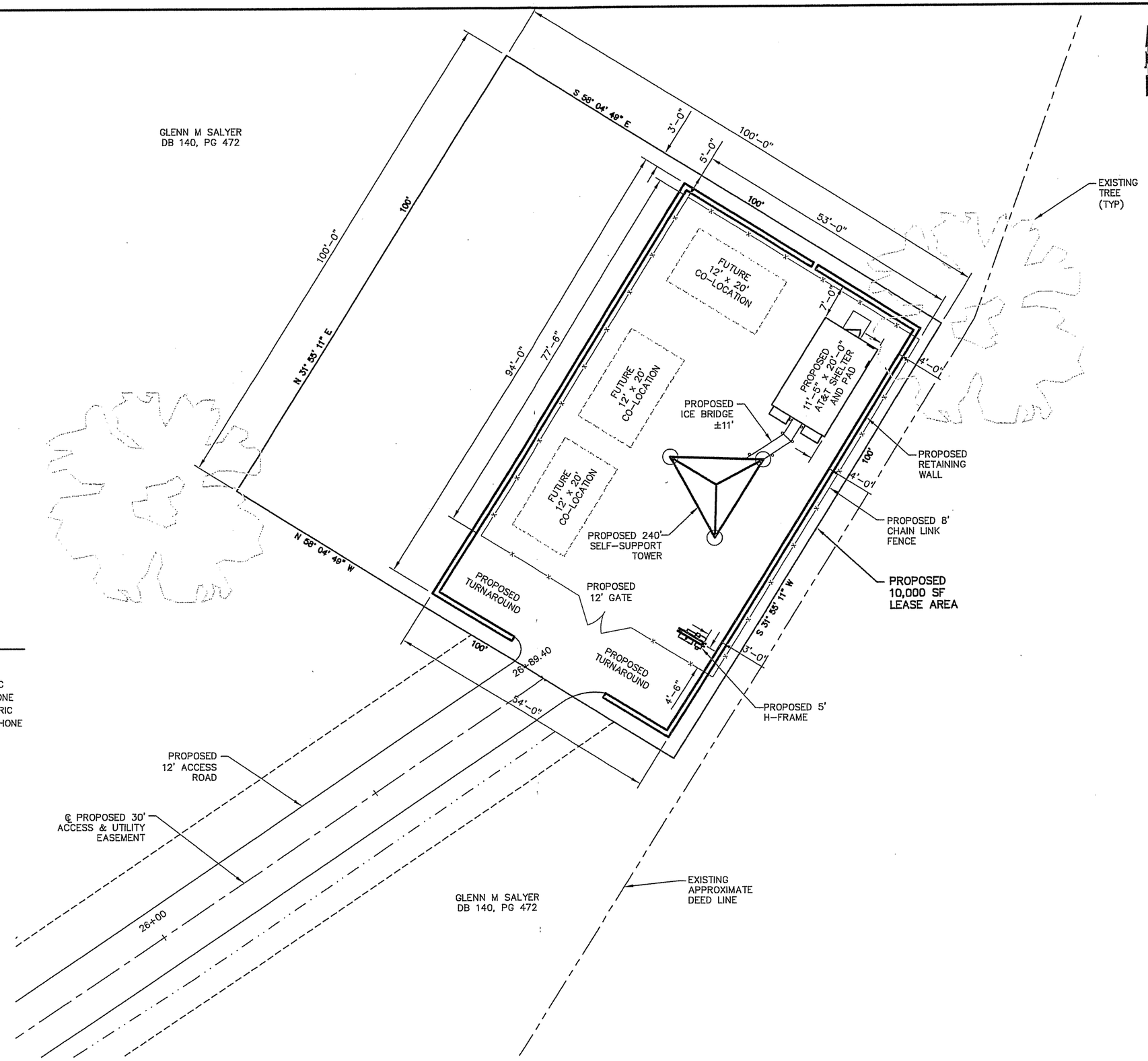
7. COMPOUND FINISHED SURFACE TO BE FENCED

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

LEGEND

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

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



AMERICAN TOWER

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3001 TAYLOR SPRINGS DRIVE
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(502) 459–8402 PHONE
(502) 459–8427 FAX

STATE OF KENTUCKY
WOODROW W MARCUM. JR
13602
LICENSED PROFESSIONAL ENGINEERS

SITE NAME: RED RIVER

SITE NUMBER: 252G0116

SITE ADDRESS: KY HWY 11
STANTON, POWELL CO., KY 40380

PROPERTY OWNER:
GLENN M. SALYER
1499 MAPLE STREET
STANTON, KY 40380

TAX MAP NUMBER: 20

PARCEL NUMBER: 117.41

SOURCE OF TITLE:
DEED BOOK 140, PAGE 472

LATITUDE: 37° 50' 49.526"N
LONGITUDE: 83° 52' 37.730"W

NO	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	06/01/09
2	REISSUE FOR COMMENT	06/04/09
3	ISSUE FOR ZONING	06/16/09

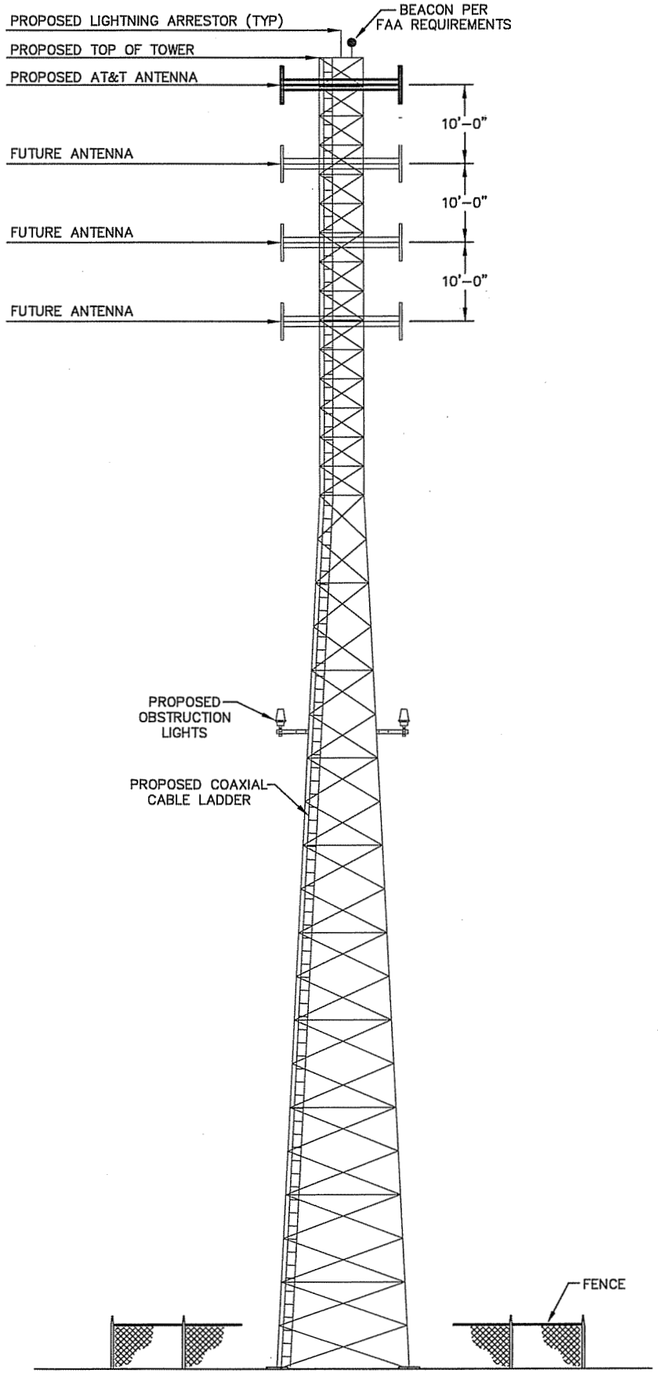
TITLE:
SITE LAYOUT

SHEET:
Z–3

Exhibit C

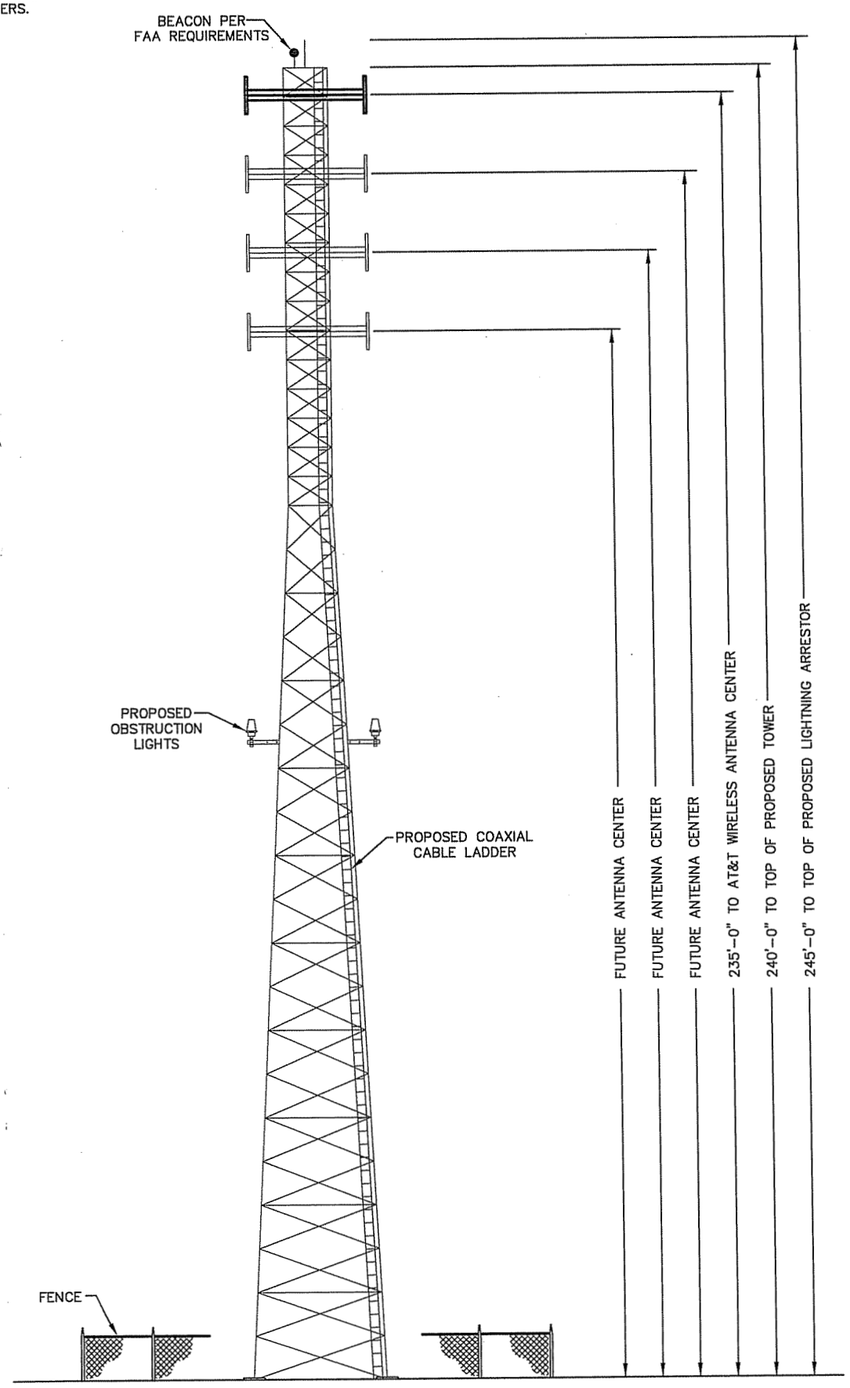
NOTE:

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



NORTH ELEVATION

NOT TO SCALE



SOUTH ELEVATION

NOT TO SCALE

AMERICAN TOWER

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

STATE OF KENTUCKY
WOODROW W MARCUM. JR
13602
LICENSED PROFESSIONAL ENGINEERS

SITE NAME: RED RIVER

SITE NUMBER: 252G0116

SITE ADDRESS: KY HWY 11
STANTON, POWELL CO., KY 40380

PROPERTY OWNER:
GLENN M. SALYER
1499 MAPLE STREET
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TAX MAP NUMBER: 20

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LATITUDE: 37° 50' 49.526"N
LONGITUDE: 83° 52' 37.730"W

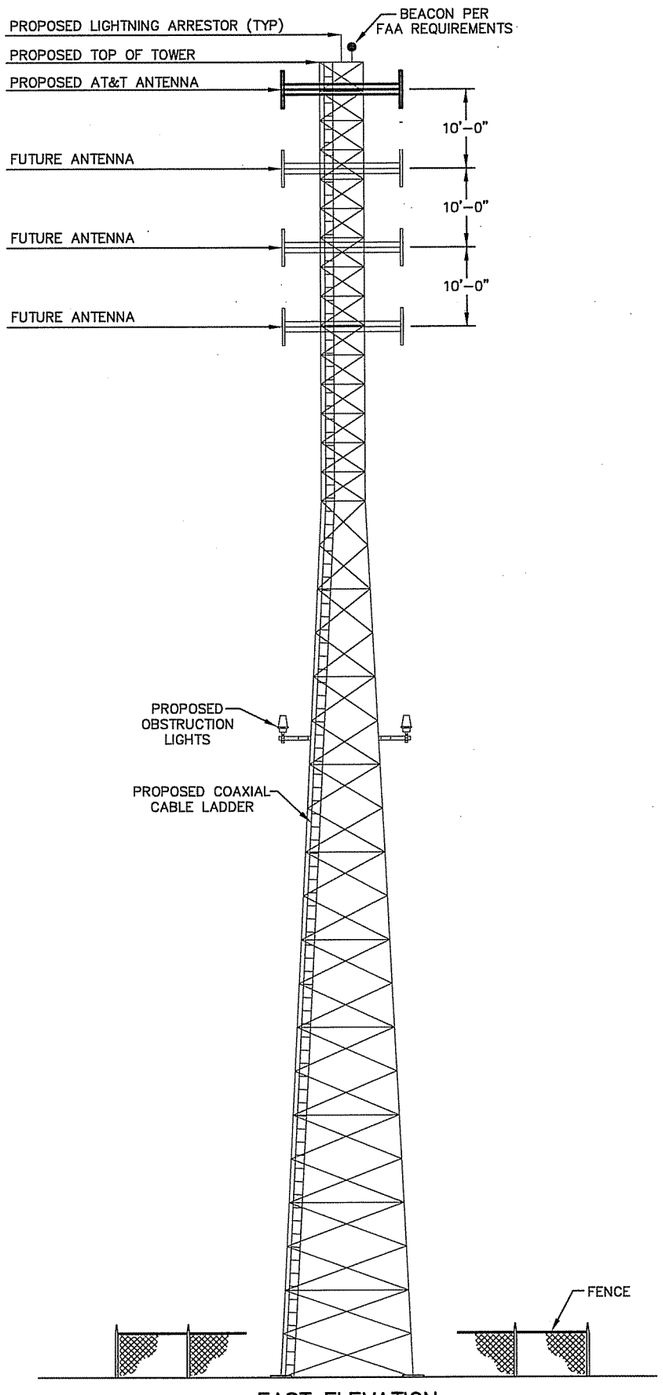
NO	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	06/01/09
2	REISSUE FOR COMMENT	06/04/09
3	ISSUE FOR ZONING	06/16/09

TITLE: NORTH & SOUTH ELEVATIONS

SHEET: Z-4

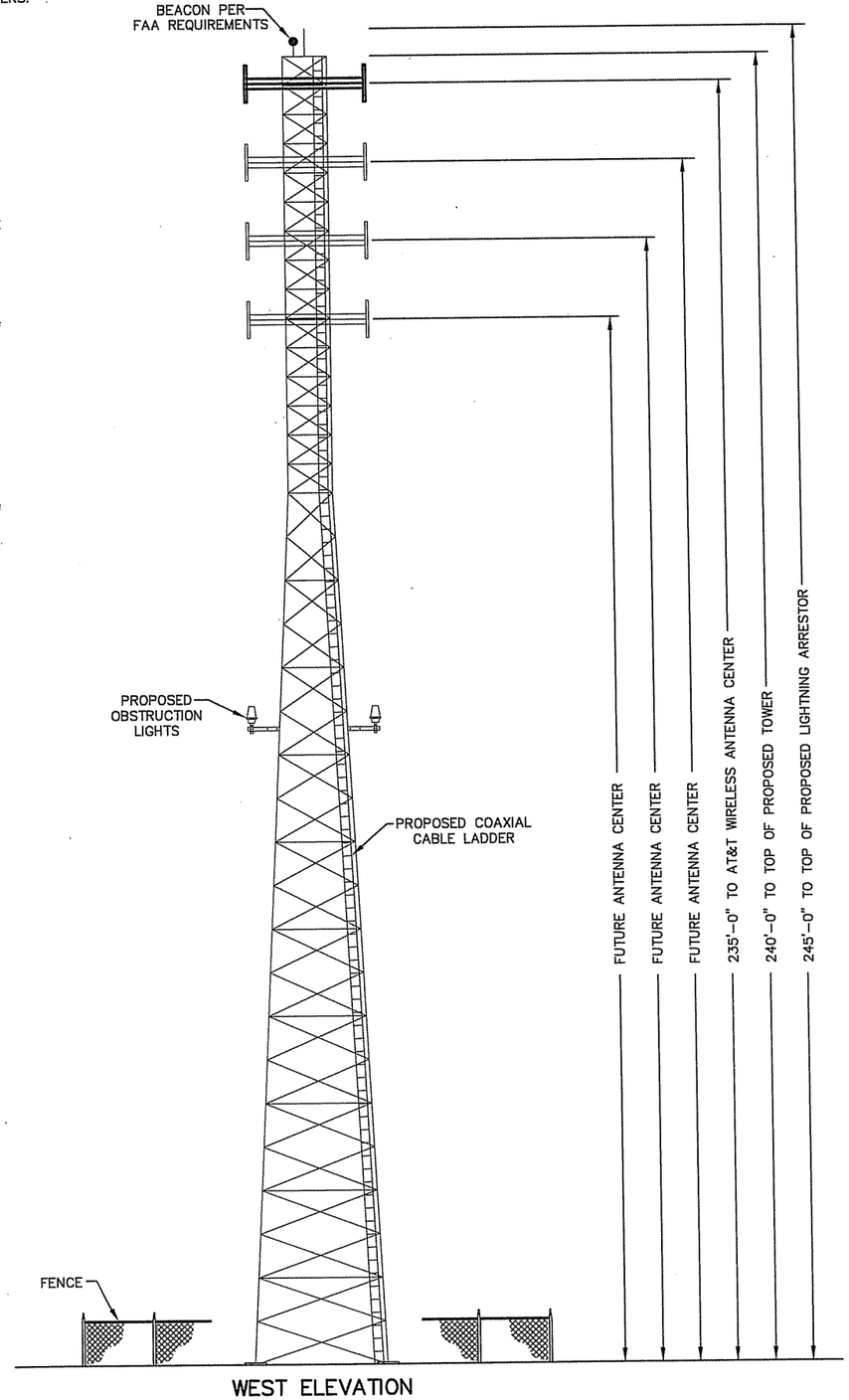
NOTE:

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



EAST ELEVATION

NOT TO SCALE



WEST ELEVATION

NOT TO SCALE

AMERICAN TOWER

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(502) 459-8402 PHONE
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STATE OF KENTUCKY
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13602
LICENSED PROFESSIONAL ENGINEERS

SITE NAME: RED RIVER

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STANTON, POWELL CO., KY 40380

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NO	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	06/01/09
2	REISSUE FOR COMMENT	06/04/09
3	ISSUE FOR ZONING	06/16/09

TITLE:
EAST & WEST ELEVATIONS

SHEET:
Z-5

Exhibit D

ROHN™
Products LLC

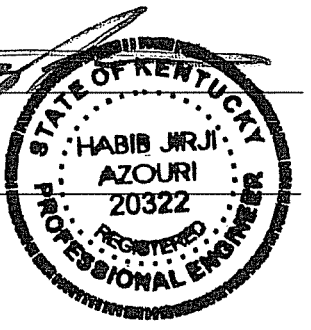
6718 W. Plank Road
Peoria, IL 61604 USA
Phone 309-697-4400
FAX 309-697-5612
Toll Free 800-727-ROHN

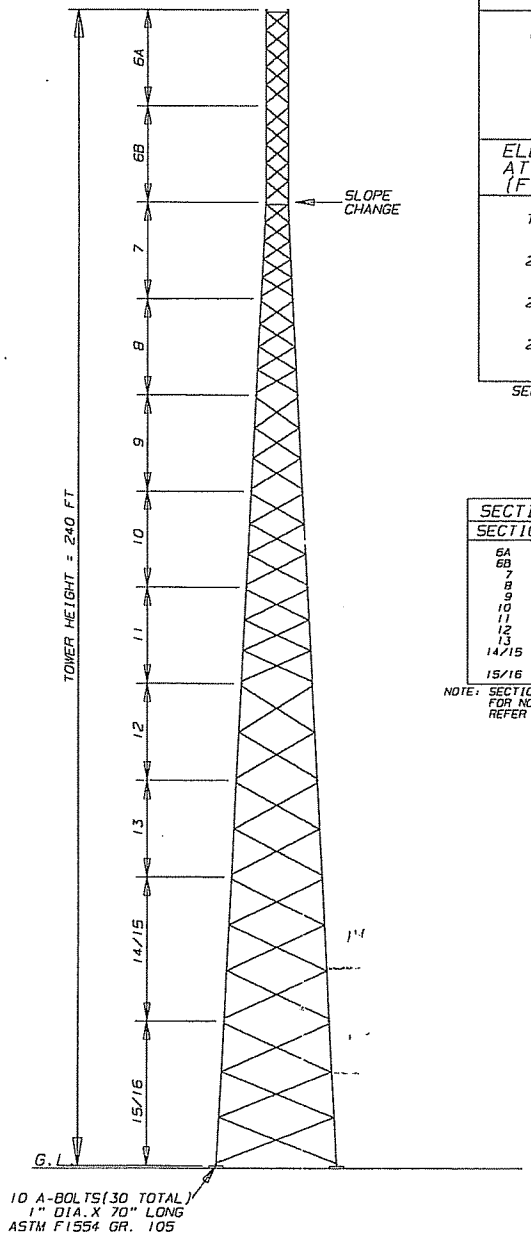
PURCHASER:	AMERICAN TOWER CORPORATION
NAME OF PROJECT:	RED RIVER, POWELL COUNTY, KENTUCKY 240 FT. MODEL SSV TOWER
FILE NUMBER:	0606360
DRAWING NUMBER:	A090516

I CERTIFY THAT THE ATTACHED DRAWING AND CALCULATIONS WERE PREPARED UNDER MY SUPERVISION IN ACCORDANCE WITH THE LOADING CRITERIA SPECIFIED BY THE PURCHASER AND THAT I AM A REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF KENTUCKY.

CERTIFIED BY: _____

DATE: 6/23/09





TOWER DESIGN LOADING

DESIGN WIND LOAD PER 2006 INTERNATIONAL BUILDING CODE (IBC)
USING ANSI/TIA/EIA-222-F-1996 IN ACCORDANCE WITH SECTION 3108.4
90.0 MPH 3-SECOND GUST WIND SPEED (1/2" RADIAL ICE LOAD)
75.0 MPH FASTEST-MILE WIND SPEED (1/2" RADIAL ICE LOAD)

THIS TOWER IS DESIGNED TO SUPPORT THE FOLLOWING LOADS:

ELEV-ATION (FT)	ANTENNA TYPE	LINE SIZE (NOM)
TOP	EPA(NO ICE) = 115.00 SQFT EPA(WITH ICE) = 135.00 SQFT	(12) 1-5/8"
230	EPA(NO ICE) = 115.00 SQFT EPA(WITH ICE) = 135.00 SQFT	(12) 1-5/8"
220	EPA(NO ICE) = 115.00 SQFT EPA(WITH ICE) = 135.00 SQFT	(12) 1-5/8"
210	EPA(NO ICE) = 115.00 SQFT EPA(WITH ICE) = 135.00 SQFT	(12) 1-5/8"

SEE STRESS ANALYSIS FOR A COMPLETE LISTING OF ALL LOADS ON TOWER

SECTION MEMBER SCHEDULE

SECTION	LEG	BRACE
6A	PIPE2.5STD	L1.75X3/16
6B	PIPE3.0E.H	L 2X2X1/4
7	PIPE4.0E.H	L 2X2X3/16
8	PIPE5.0E.H	L 2X2X3/16
9	PIPE5.0E.H	L 2.5X3/16
10	PIPE6.0EHS	L 2.5X3/16
11	PIPE6.0E.H	L 2.5X3/16
12	PIPE6.0E.H	L 3X3X3/16
13	PIPE8.0EHS	L 3X3X1/4
14/15	PIPE8.0EHS	L3-1/2X1/4
		L 4X4X1/4
15/16	PIPE8.0E.H	L 4X4X1/4

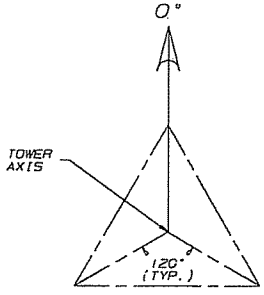
NOTE: SECTION NUMBERS ARE FOR REFERENCE ONLY FOR NOMINAL FACE WIDTH DIMENSIONS, REFER TO STRESS ANALYSIS.

TUBULAR MEMBER PROPERTIES

MEMBER	SIZE	
	O.D. (IN)	THICK. (IN)
PIPE2.5STD	2.875	0.203
PIPE 3 E.H	3.500	0.300
PIPE 4 E.H	4.500	0.337
PIPE 5 E.H	5.563	0.375
PIPE 6 EHS	6.625	0.340
PIPE 6 E.H	6.625	0.432
PIPE 8 EHS	8.625	0.375
PIPE 8 E.H	8.625	0.500

GENERAL NOTES

1. ROHN COMMUNICATION TOWER DESIGNS CONFORM TO ANSI/TIA/EIA-222-F UNLESS OTHERWISE SPECIFIED UNDER TOWER DESIGN LOADING.
2. THE DESIGN LOADING CRITERIA INDICATED HAS BEEN PROVIDED TO ROHN AND HAS BEEN ASSUMED TO BE BASED ON SITE-SPECIFIC DATA IN ACCORDANCE WITH ANSI/TIA/EIA-222-F AND MUST BE VERIFIED BY OTHERS PRIOR TO INSTALLATION.
3. ANTENNAS AND LINES LISTED IN TOWER DESIGN LOADING TABLE ARE PROVIDED BY OTHERS UNLESS OTHERWISE SPECIFIED.
4. TOWER MEMBER DESIGN DOES NOT INCLUDE STRESSES DUE TO ERECTION SINCE ERECTION EQUIPMENT AND CONDITIONS ARE UNKNOWN. DESIGN ASSUMES COMPETENT AND QUALIFIED PERSONNEL WILL ERECT THE TOWER.
5. WORK SHALL BE IN ACCORDANCE WITH ANSI/TIA/EIA-222-F, "STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES".
6. THE MINIMUM YIELD STRENGTH OF STRUCTURAL STEEL MEMBERS SHALL BE 50 KSI, EXCEPT AS NOTED BELOW.
   ANGLE BRACES L1.75X3/16 THRU L 3X3X3/16 SHALL BE 36 KSI.
   STRUCTURAL PLATES SHALL BE 36 KSI.
7. FIELD CONNECTIONS SHALL BE BOLTED. NO FIELD WELDS SHALL BE ALLOWED.
8. STRUCTURAL BOLTS SHALL CONFORM TO ASTM A-325, EXCEPT WHERE NOTED.
9. PAL NUTS SHALL BE PROVIDED FOR ALL TOWER BOLTS.
10. STRUCTURAL STEEL AND CONNECTION BOLTS SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION, IN ACCORDANCE WITH ANSI/TIA/EIA-222-F.
11. ALL HIGH STRENGTH BOLTS ARE TO BE TIGHTENED TO A "SNUGTIGHT CONDITION AS DEFINED IN THE NOVEMBER 13, 1985, AISC "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS". NO OTHER MINIMUM BOLT TENSION OR TORQUE VALUES ARE REQUIRED.
12. PURCHASER SHALL VERIFY THE INSTALLATION IS IN CONFORMANCE WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS FOR OBSTRUCTION MARKING AND LIGHTING.
13. TOLERANCE ON TOWER STEEL HEIGHT IS EQUAL TO PLUS 1% OR MINUS 1/2%.
14. DESIGN ASSUMES THAT, AS A MINIMUM, MAINTENANCE AND INSPECTION WILL BE PERFORMED OVER THE LIFE OF THE STRUCTURE IN ACCORDANCE WITH ANSI/TIA/EIA-222-F.
15. DESIGN ASSUMES LEVEL GRADE AT TOWER SITE.
16. FOUNDATIONS SHALL BE DESIGNED TO SUPPORT THE REACTIONS SHOWN FOR THE CONDITIONS EXISTING AT THE SITE.



TOWER CONFIGURATION
N.T.S.

TOWER REACTIONS

COMPRESSION	= 364.2 KIPS
TENSION	= 314.2 KIPS
TOTAL SHEAR	= 52.3 KIPS
O.T.M.	= 7385.8 FT-KIPS

TOWER SITE: RED RIVER, KY
COUNTY: POWELL, KY

No. ▲ Revision Description	▲ Date	▲ Rev By	▲ Ckd By	▲ Appd By

ROHN

Scale: NONE	By	Date
Drawn:	FAD	06/22/09
Checked:	MA	6/23/09
App. Eng.:	MA	6/23/09
Parent File:	59217EH	

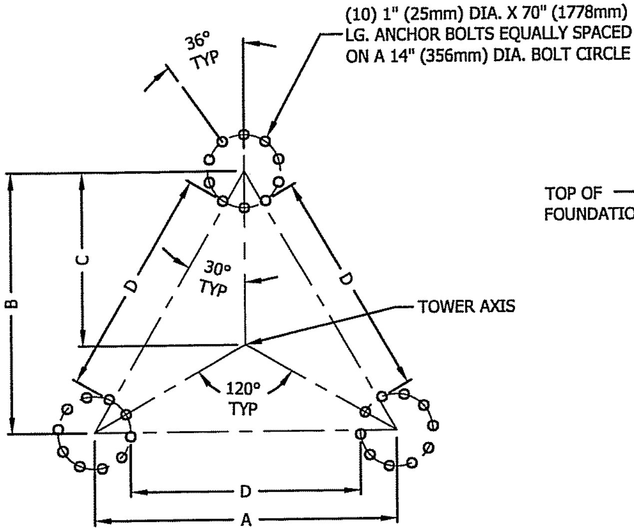
240' SSV TOWER DESIGN
FOR
AMERICAN TOWER

ENG. FILE: 060-6360

DWG. NO.: A090516

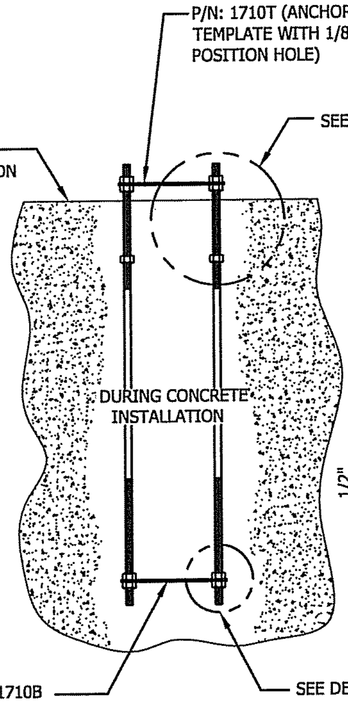
SHEET 1 OF 1

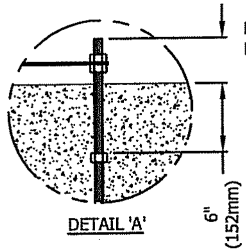
REV.



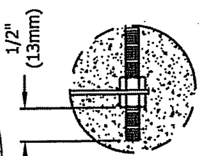
PLAN VIEW (NTS)

A	B	C	D
25'-0" (7.620M)	21'-7 13/16" (6.599M)	14'-5 3/16" (4.399M)	23'-10 1/16" (7.266M)

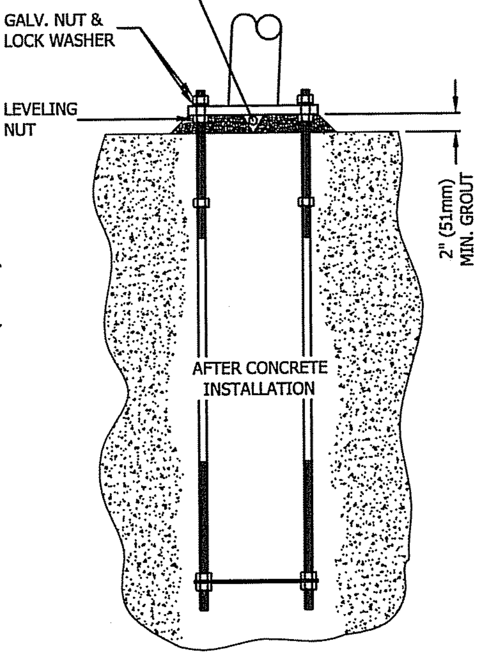




DETAIL 'A'



DETAIL 'B'



ANCHOR BOLT INSTALLATION TOLERANCES

1. FACE SPREAD DIMENSION CENTER-TO-CENTER OF ANCHOR BOLT CIRCLES - PLUS OR MINUS 1/16" (2mm) OR 1/16"(2mm) PER 20 FT. (6m) OF FACE SPREAD.
2. MAXIMUM DIFFERENCE BETWEEN ANY TWO FOUNDATION ELEVATIONS - 1/2" (13mm).
3. CONCRETE DIMENSIONS - PLUS OR MINUS 1" (25mm).
4. DEPTH OF FOUNDATION - PLUS 3" (76mm) OR MINUS 0".
5. DRILLED FOUNDATIONS OUT OF PLUMB - 1.0 DEGREE.
6. REINFORCING STEEL PLACEMENT - PER A.C.I. 301.
7. PROJECTION OF EMBEDMENTS - PLUS OR MINUS 1/8" (3mm).
8. VERTICAL EMBEDMENTS OUT OF PLUMB -1/2 DEGREE.
9. MAXIMUM DISTANCE FROM CENTERLINE OF ANCHOR BOLTS TO CENTERLINE OF FOUNDATION - 1/24 OF PIER DIAMETER UP TO A MAXIMUM OF 2" (50mm).
10. ANCHOR BOLT SPACING - 1/16" (2mm).
11. ANCHOR BOLT CIRCLE ORIENTATION - 1/4 DEGREE.
12. ANCHOR BOLT CIRCLE DIAMETER - PLUS OR MINUS 1/16" (2mm).

!!! WARNING !!!

- ENSURE DIMENSION 'D' IS CORRECT ON ALL FACES PRIOR TO PLACING CONCRETE.

- AFTER ANCHOR BOLTS ARE INSTALLED AND CONCRETE HAS TAKEN ITS INITIAL SET, ANCHOR BOLTS MUST NOT BE MOVED, BENT OR REALIGNED IN ANY MANNER. A NUT LOCKING DEVICE MUST BE INSTALLED ON ALL ANCHOR BOLTS.

NOTES

1. ALL ANCHOR BOLTS MUST MEET OR EXCEED REQUIREMENTS OF A.S.T.M. F1554-S2, S5 GRADE 105.
2. GROUT TO BE 5000 PSI MIN. ULTIMATE STRENGTH/7 DAY NON-SHRINKING AND NON-METALLIC.
3. SPECIAL CARE MUST BE TAKEN WHEN LIFTING ANCHOR BOLT CLUSTER, IN ORDER TO PREVENT ANCHOR BOLT TEMPLATE DISTORTION.
4. ANCHOR BOLT ASSEMBLY MUST BE ADEQUATELY SUPPORTED AND RESTRAINED TO PREVENT MOVEMENT OF THE CLUSTER DURING CONCRETE INSTALLATION.
5. IT IS THE RESPONSIBILITY OF THE FOUNDATION CONTRACTOR TO VERIFY THAT THE CORRECT ANCHOR BOLT TEMPLATE AND FOUNDATION SHOWN ON RESPECTIVE SITE DRAWINGS ARE BEING USED.
6. IT IS THE RESPONSIBILITY OF THE FOUNDATION DESIGN ENGINEER TO INSURE THAT THE ANCHORAGES PROVIDED ARE COMPATIBLE WITH THE PROPOSED FOUNDATION DESIGNS AND THAT THE CAPACITIES OF THE ANCHORAGES ARE NOT LIMITED BY THE STRENGTH OF THE FOUNDATIONS.

FILE NO. Standard-SSV

REVISIONS

REV.	DESCRIPTION	DWN	CHK	APP

DWG REFERENCE
B040204

ROHN PRODUCTS
6718 WEST PLANK ROAD
PEORIA, IL 61604
TOLL FREE 800-727-ROHN

ANCHOR BOLT LAYOUT
1" [25mm]Ø BOLTS (30H2500)

DWN: M.F	CHK'D: KTL	DATE: May/23/2006
ENG'R: H.A		
DRAWING NO: B060334		REV: 0

TowerSoft
ENGINEERING SOFTWARE

TSTower - v 3.9.0 Tower Analysis Program
(c) 1997-2006 TowerSoft www.TSTower.com

ROHN Products

Licensed to: Rohn Products LLC
Peoria, IL

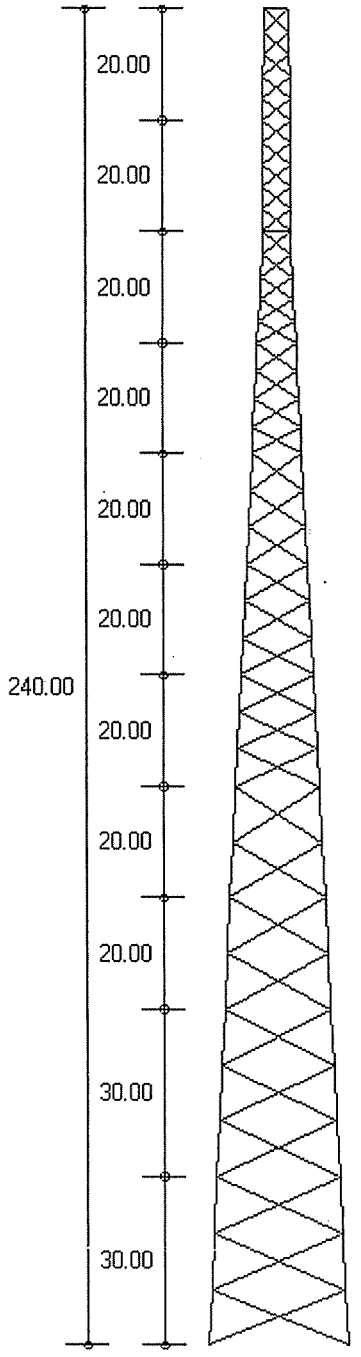
File: W:\Jobs\2009\060-6360\060-6360-B.out
Contract: 060-6360
Project: 240' SSV TOWER DESIGN
Date and Time: 6/22/2009 9:12:01 AM

Revision:
Site: RED RIVER- KY
Engineer: FAD

DESIGN SPECIFICATION

Design Standard: TIA/EIA-222-F-1996
Basic Wind speed = 75.0 (mph)
Service Wind speed = 50.0 (mph)
Ice thickness = 0.50 (in)

Sct.	Length (ft)	Top Width (in)	Bot Width (in)
1	30.00	264.00	300.00
2	30.00	227.99	264.00
3	20.00	203.90	227.99
4	20.00	178.19	203.90
5	20.00	153.98	178.19
6	20.00	131.02	153.98
7	20.00	105.94	131.02
8	20.00	81.97	105.94
9	20.00	57.13	81.97
10	20.00	56.30	57.13
11	20.00	55.79	56.30



ANCHOR BOLTS: (30) 1" ϕ x 70" LG

MAXIMUM BASE REACTIONS

	Bare	Iced
Download (Kips)	360.2	364.2
Uplift (Kips)	314.2	287.0
Shear (Kips)	32.3	32.8

TOTAL SHEAR: 51.32 KIPS
OTM: 7395.31 FT-KIPS

File: W:\Jobs\2009\060-6360\060-6360-B.out
Contract: 060-6360
Project: 240' SSV TOWER DESIGN
Date and Time: 6/22/2009 9:12:01 AM

Revision:
Site: RED RIVER- KY
Engineer: FAD

Section A: PROJECT DATA

Project Title:	240' SSV TOWER DESIGN
Customer Name:	AMERICAN TOWER CORPORATION
Site:	RED RIVER- KY
Contract No.:	060-6360
Revision:	
Engineer:	FAD
Date:	Jun 22 2009
Time:	09:10:43 AM

Design Standard: TIA/EIA-222-F-1996

GENERAL DESIGN CONDITIONS

Start Wind direction:	0.00 (Deg)
End Wind direction:	330.00 (Deg)
Increment wind direction:	30.00 (Deg)
Elevation above ground:	0.00(ft)
Gust Response Factor Gh:	1.10
Material Density:	490.1(lbs/ft^3)
Young's Modulus:	29000.0(ksi)
Poisson Ratio:	0.3
Weight Multiplier:	1.25
Allowable Stress Incr. Factor:	1.333
Increase allowable stress:	Yes

WIND ONLY CONDITIONS:

Basic Wind Speed:	75.00(mph)

WIND AND ICE CONDITIONS:

Basic Wind Speed:	75.00(mph)
Ice Thickness:	0.50(in)
Ice density:	56.19(lbs/ft^3)
Wind pressure reduction for iced conditions:	0.75

WIND ONLY SERVICEABILITY CONDITIONS:

Operational Wind Speed:	50.00(mph)

Analysis performed using: Robot Millenium Finite Element Analysis Software (by Robobat)

File: W:\Jobs\2009\060-6360\060-6360-B.out
Contract: 060-6360
Project: 240' SSV TOWER DESIGN
Date and Time: 6/22/2009 9:12:01 AM

Revision:
Site: RED RIVER- KY
Engineer: FAD

Section B: STRUCTURE GEOMETRY

TOWER GEOMETRY

Cross-Section	Height (ft)	Tot Height (ft)	# of Section	Bot Width (in)	Top Width (in)
Triangular	240.00	240.00	11	300.00	55.79

SECTION GEOMETRY

Sec #	Sec. Name	Elevation Bottom (ft)	Elevation Top (ft)	Widths Bottom (in)	Widths Top (in)	Masses Legs (lbs)	Masses Brcg. (lbs)	Masses Sec.Brc (lbs)	Masses Int.Brc (lbs)	Masses Sect. (lbs)	Masses Database (lbs)	Brcg. Clear. (in)
11	R-6N	220.00	240.00	56	56	434	523	0	0	957	922	0.787
10	R-6N	200.00	220.00	57	56	771	743	0	0	1513	1517	0.787
9	R-7N	180.00	200.00	82	57	1127	683	0	0	1810	1772	0.787
8	R-8N	160.00	180.00	106	82	1562	675	0	0	2236	2242	0.787
7	R-9N	140.00	160.00	131	106	1562	822	0	0	2384	2388	0.787
6	R-10N	120.00	140.00	154	131	1714	939	0	0	2653	2663	0.787
5	R-11N	100.00	120.00	178	154	2150	1059	0	0	3209	2780	0.787
4	R-12N	80.00	100.00	204	178	2151	1046	0	0	3197	3205	0.787
3	R-13N	60.00	80.00	228	204	2482	1513	0	0	3995	4006	0.787
2	R-14N/15N	30.00	60.00	264	228	3722	3104	0	0	6827	4425	0.787
1	R-15N/16N	0.00	30.00	300	264	4893	3796	0	0	8689	5855	0.787
Total Mass:						22567	14903	0	0	37470	31775	

PANEL GEOMETRY

Sec#	Pnl#	Type	SecBrcg	Mid. Horiz Continuous	Horiz	Height (ft)	Bottom Width (in)	Top Width (in)	Plan Bracing	Hip Bracing	Gusset Plate Area (ft^2)	Gusset Plate Weight (lbs)
11	5	X	(None)		Yes	4.0	55.9	55.8	(None)	(None)	0.000	0.00
11	4	X	(None)		None	4.0	56.0	55.9	(None)	(None)	0.000	0.00
11	3	X	(None)		None	4.0	56.1	56.0	(None)	(None)	0.000	0.00
11	2	X	(None)		None	4.0	56.2	56.1	(None)	(None)	0.000	0.00
11	1	X	(None)		None	4.0	56.3	56.2	(None)	(None)	0.000	0.00
10	5	X	(None)		None	4.0	56.5	56.3	(None)	(None)	0.000	0.00
10	4	X	(None)		None	4.0	56.6	56.5	(None)	(None)	0.000	0.00
10	3	X	(None)		None	4.0	56.8	56.6	(None)	(None)	0.000	0.00
10	2	X	(None)		None	4.0	57.0	56.8	(None)	(None)	0.000	0.00
10	1	X	(None)		None	4.0	57.1	57.0	(None)	(None)	0.000	0.00
9	5	X	(None)		Yes	4.0	62.1	57.1	(None)	(None)	0.000	0.00
9	4	X	(None)		None	4.0	67.1	62.1	(None)	(None)	0.000	0.00
9	3	X	(None)		None	4.0	72.0	67.1	(None)	(None)	0.000	0.00
9	2	X	(None)		None	4.0	77.0	72.0	(None)	(None)	0.000	0.00
9	1	X	(None)		None	4.0	82.0	77.0	(None)	(None)	0.000	0.00
8	4	X	(None)		None	5.0	88.0	82.0	(None)	(None)	0.000	0.00
8	3	X	(None)		None	5.0	94.0	88.0	(None)	(None)	0.000	0.00
8	2	X	(None)		None	5.0	100.0	94.0	(None)	(None)	0.000	0.00
8	1	X	(None)		None	5.0	105.9	100.0	(None)	(None)	0.000	0.00
7	3	X	(None)		None	6.7	114.3	105.9	(None)	(None)	0.000	0.00
7	2	X	(None)		None	6.7	122.7	114.3	(None)	(None)	0.000	0.00
7	1	X	(None)		None	6.7	131.0	122.7	(None)	(None)	0.000	0.00
6	3	X	(None)		None	6.7	138.7	131.0	(None)	(None)	0.000	0.00
6	2	X	(None)		None	6.7	146.3	138.7	(None)	(None)	0.000	0.00
6	1	X	(None)		None	6.7	154.0	146.3	(None)	(None)	0.000	0.00
5	3	X	(None)		None	6.7	162.0	154.0	(None)	(None)	0.000	0.00

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5	2	X	(None)	None	6.7	170.1	162.0	(None)	(None)	0.000	0.00
5	1	X	(None)	None	6.7	178.2	170.1	(None)	(None)	0.000	0.00
4	2	X	(None)	None	10.0	191.0	178.2	(None)	(None)	0.000	0.00
4	1	X	(None)	None	10.0	203.9	191.0	(None)	(None)	0.000	0.00
3	2	X	(None)	None	10.0	215.9	203.9	(None)	(None)	0.000	0.00
3	1	X	(None)	None	10.0	228.0	215.9	(None)	(None)	0.000	0.00
2	3	X	(None)	None	10.0	240.0	228.0	(None)	(None)	0.000	0.00
2	2	X	(None)	None	10.0	252.0	240.0	(None)	(None)	0.000	0.00
2	1	X	(None)	None	10.0	264.0	252.0	(None)	(None)	0.000	0.00
1	3	X	(None)	None	10.0	276.0	264.0	(None)	(None)	0.000	0.00
1	2	X	(None)	None	10.0	288.0	276.0	(None)	(None)	0.000	0.00
1	1	X	(None)	None	10.0	300.0	288.0	(None)	(None)	0.000	0.00

MEMBER PROPERTIES

Sec/ Pnl	Type	Description	Steel Grade	Conn. Type	Bolt #-Size	Bolt Grade	End Dist.	Edge Dist.	Gusset Thick.	Bolt Space	Dble Member Spacing Mem.	Dble Member Spacing Stitch Bolt
					(in)		(in)	(in)	(in)	(in)	(in)	(ft)
11/5	Leg	PIPE 2.875x0.203	A572 gr.50	Tension	4-0.750	A325X						
11/5	Diag	L1 3/4x1 3/4x3/16	A36	Bolted	1-0.625	A325X	0.988	0.940	0.250	1.875		
11/5	Horiz	L1 3/4x1 3/4x3/16	A36	Bolted	1-0.625	A325X	0.938	0.940	0.250	1.875		
11/4	Leg	PIPE 2.875x0.203	A572 gr.50	Tension	4-0.750	A325X						
11/4	Diag	L1 3/4x1 3/4x3/16	A36	Bolted	1-0.625	A325X	0.938	0.940	0.250	1.875		
11/3	Leg	PIPE 2.875x0.203	A572 gr.50	Tension	4-0.750	A325X						
11/3	Diag	L1 3/4x1 3/4x3/16	A36	Bolted	1-0.625	A325X	0.938	0.940	0.250	1.875		
11/2	Leg	PIPE 2.875x0.203	A572 gr.50	Tension	4-0.750	A325X						
11/2	Diag	L1 3/4x1 3/4x3/16	A36	Bolted	1-0.625	A325X	0.938	0.940	0.250	1.875		
11/1	Leg	PIPE 2.875x0.203	A572 gr.50	Tension	4-0.750	A325X						
11/1	Diag	L1 3/4x1 3/4x3/16	A36	Bolted	1-0.625	A325X	0.938	0.940	0.250	1.875		
10/5	Leg	PIPE 3.500x0.300	A572 gr.50	Tension	4-0.875	A325X						
10/5	Diag	L2x2x1/4	A36	Bolted	1-0.625	A325X	0.938	1.190	0.250	1.875		
10/4	Leg	PIPE 3.500x0.300	A572 gr.50	Tension	4-0.875	A325X						
10/4	Diag	L2x2x1/4	A36	Bolted	1-0.625	A325X	0.938	1.190	0.250	1.875		
10/3	Leg	PIPE 3.500x0.300	A572 gr.50	Tension	4-0.875	A325X						
10/3	Diag	L2x2x1/4	A36	Bolted	1-0.625	A325X	0.938	1.190	0.250	1.875		
10/2	Leg	PIPE 3.500x0.300	A572 gr.50	Tension	4-0.875	A325X						
10/2	Diag	L2x2x1/4	A36	Bolted	1-0.625	A325X	0.938	1.190	0.250	1.875		
10/1	Leg	PIPE 3.500x0.300	A572 gr.50	Tension	4-0.875	A325X						
10/1	Diag	L2x2x1/4	A36	Bolted	1-0.625	A325X	0.938	1.190	0.250	1.875		
9/5	Leg	PIPE 4.500x0.337	A572 gr.50	Tension	4-1.000	A325X						
9/5	Diag	L2x2x3/16	A36	Bolted	1-0.625	A325X	0.938	1.190	0.250	1.875		
9/5	Horiz	L2x2x3/16	A36	Bolted	1-0.625	A325X	0.938	1.190	0.250	1.875		
9/4	Leg	PIPE 4.500x0.337	A572 gr.50	Tension	4-1.000	A325X						
9/4	Diag	L2x2x3/16	A36	Bolted	1-0.625	A325X	0.938	1.190	0.250	1.875		
9/3	Leg	PIPE 4.500x0.337	A572 gr.50	Tension	4-1.000	A325X						
9/3	Diag	L2x2x3/16	A36	Bolted	1-0.625	A325X	0.938	1.190	0.250	1.875		
9/2	Leg	PIPE 4.500x0.337	A572 gr.50	Tension	4-1.000	A325X						
9/2	Diag	L2x2x3/16	A36	Bolted	1-0.625	A325X	0.938	1.190	0.250	1.875		
9/1	Leg	PIPE 4.500x0.337	A572 gr.50	Tension	4-1.000	A325X						
9/1	Diag	L2x2x3/16	A36	Bolted	1-0.625	A325X	0.938	1.190	0.250	1.875		
8/4	Leg	PIPE 5.563x0.375	A572 gr.50	Tension	4-1.000	A325X						
8/4	Diag	L2x2x3/16	A36	Bolted	1-0.625	A325X	0.938	1.190	0.250	1.875		
8/3	Leg	PIPE 5.563x0.375	A572 gr.50	Tension	4-1.000	A325X						

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8/3	Diag	L2x2x3/16	A36	Bolted	1-0.625	A325X	0.938	1.190	0.250	1.875
8/2	Leg	PIPE 5.563x0.375	A572 gr.50	Tension	4-1.000	A325X				
8/2	Diag	L2x2x3/16	A36	Bolted	1-0.625	A325X	0.938	1.190	0.250	1.875
8/1	Leg	PIPE 5.563x0.375	A572 gr.50	Tension	4-1.000	A325X				
8/1	Diag	L2x2x3/16	A36	Bolted	1-0.625	A325X	0.938	1.190	0.250	1.875
7/3	Leg	PIPE 5.563x0.375	A572 gr.50	Tension	4-1.000	A325X				
7/3	Diag	L2 1/2x2 1/2x3/16	A36	Bolted	1-0.625	A325X	0.938	1.063	0.250	1.875
7/2	Leg	PIPE 5.563x0.375	A572 gr.50	Tension	4-1.000	A325X				
7/2	Diag	L2 1/2x2 1/2x3/16	A36	Bolted	1-0.625	A325X	0.938	1.063	0.250	1.875
7/1	Leg	PIPE 5.563x0.375	A572 gr.50	Tension	4-1.000	A325X				
7/1	Diag	L2 1/2x2 1/2x3/16	A36	Bolted	1-0.625	A325X	0.938	1.063	0.250	1.875
6/3	Leg	PIPE 6.625x0.340	A572 gr.50	Tension	6-1.000	A325X				
6/3	Diag	L2 1/2x2 1/2x3/16	A36	Bolted	1-0.625	A325X	0.938	1.063	0.250	1.875
6/2	Leg	PIPE 6.625x0.340	A572 gr.50	Tension	6-1.000	A325X				
6/2	Diag	L2 1/2x2 1/2x3/16	A36	Bolted	1-0.625	A325X	0.938	1.063	0.250	1.875
6/1	Leg	PIPE 6.625x0.340	A572 gr.50	Tension	6-1.000	A325X				
6/1	Diag	L2 1/2x2 1/2x3/16	A36	Bolted	1-0.625	A325X	0.938	1.063	0.250	1.875
5/3	Leg	PIPE 6.625x0.432	A572 gr.50	Tension	6-1.000	A325X				
5/3	Diag	L2 1/2x2 1/2x3/16	A36	Bolted	1-0.625	A325X	0.938	1.063	0.250	1.875
5/2	Leg	PIPE 6.625x0.432	A572 gr.50	Tension	6-1.000	A325X				
5/2	Diag	L2 1/2x2 1/2x3/16	A36	Bolted	1-0.625	A325X	0.938	1.063	0.250	1.875
5/1	Leg	PIPE 6.625x0.432	A572 gr.50	Tension	6-1.000	A325X				
5/1	Diag	L2 1/2x2 1/2x3/16	A36	Bolted	1-0.625	A325X	0.938	1.063	0.250	1.875
4/2	Leg	PIPE 6.625x0.432	A572 gr.50	Tension	8-1.000	A325X				
4/2	Diag	L3x3x3/16	A36	Bolted	1-0.625	A325X	0.938	1.440	0.250	1.875
4/1	Leg	PIPE 6.625x0.432	A572 gr.50	Tension	8-1.000	A325X				
4/1	Diag	L3x3x3/16	A36	Bolted	1-0.625	A325X	0.938	1.440	0.250	1.875
3/2	Leg	PIPE 8.625x0.375	A572 gr.50	Tension	8-1.000	A325X				
3/2	Diag	L3x3x1/4	A529 gr.50	Bolted	1-0.750	A325X	1.125	1.440	0.375	2.250
3/1	Leg	PIPE 8.625x0.375	A572 gr.50	Tension	8-1.000	A325X				
3/1	Diag	L3x3x1/4	A529 gr.50	Bolted	1-0.750	A325X	1.125	1.440	0.375	2.250
2/3	Leg	PIPE 8.625x0.375	A572 gr.50	Tension	8-1.000	A325X				
2/3	Diag	L3 1/2x3 1/2x1/4	A529 gr.50	Bolted	1-0.750	A325X	1.260	1.728	0.000	2.250
2/2	Leg	PIPE 8.625x0.375	A572 gr.50	Tension	8-1.000	A325X				
2/2	Diag	L3 1/2x3 1/2x1/4	A529 gr.50	Bolted	1-0.750	A325X	1.260	1.728	0.000	2.250
2/1	Leg	PIPE 8.625x0.375	A572 gr.50	Tension	8-1.000	A325X				
2/1	Diag	L4x4x1/4	A529 gr.50	Bolted	1-0.750	A325X	1.125	1.438	0.375	2.250
1/3	Leg	PIPE 8.625x0.500	A572 gr.50	Tension	10-1.000	A325X				
1/3	Diag	L4x4x1/4	A529 gr.50	Bolted	1-0.750	A325X	1.125	1.438	0.375	2.250
1/2	Leg	PIPE 8.625x0.500	A572 gr.50	Tension	10-1.000	A325X				
1/2	Diag	L4x4x1/4	A529 gr.50	Bolted	1-0.750	A325X	1.125	1.438	0.375	2.250
1/1	Leg	PIPE 8.625x0.500	A572 gr.50	Tension	10-1.000	A325X				
1/1	Diag	L4x4x1/4	A529 gr.50	Bolted	1-0.750	A325X	1.125	1.438	0.375	2.250

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Section D: TRANSMISSION LINE DATA

Transmission Lines Position

No.	Bot El (ft)	Top El (ft)	Desc.	Radius (ft)	Az.	Orient.	No.	No. of Rows	Part of Face	Vert.	Antenna
1	0.00	240.00	3/8 CABLE	14.43	60.00	0.00	1	1	Yes-Out	No	
2	210.00	236.00	LDF7P-50A	2.12	60.00	10.00	12	1	Yes-Out	No	
3	0.00	230.00	LDF7P-50A	11.23	300.00	250.00	12	1	Yes-Out	No	
4	0.00	220.00	LDF7P-50A	11.23	180.00	130.00	12	1	Yes-Out	No	
5	0.00	210.00	LDF7P-50A	11.23	60.00	10.00	24	2	Yes-Out	No	

Transmission Lines Details

No.	Desc.	Width (in)	Depth (in)	Unit Mass (lb/ft)	Line Spacing (in)	Row Spacing (in)
1	3/8 CABLE	0.38	0.38	1.00	2.250	2.500
2	LDF7P-50A	2.01	2.01	0.92	2.250	2.500
3	LDF7P-50A	2.01	2.01	0.92	2.250	2.500
4	LDF7P-50A	2.01	2.01	0.92	2.250	2.500
5	LDF7P-50A	2.01	2.01	0.92	2.250	2.500

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Section E: LADDER DATA

Ladder Position

No.	Bot El (ft)	Top El (ft)	Width (in)	Height (in)	Az.	Radius (ft)	Orient.	Part Of Face
1	0.00	240.00	35.00	48.00	60.00	11.23	10.00	No
2	0.00	230.00	35.00	48.00	300.00	11.23	250.00	No
3	0.00	220.00	35.00	48.00	180.00	11.23	130.00	No

Ladder Details

No.	Rung Desc.	Rail Desc.
1	(None)	L1 1/2x1 1/2x1/8
2	(None)	L1 1/2x1 1/2x1/8
3	(None)	L1 1/2x1 1/2x1/8

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Section F: POINT LOAD DATA

Structure Azimuth from North:0.00

POINT LOADS

No.	Description	Elev. (ft)	Radius (ft)	Azim. (Deg)	Orient. (Deg)	Vertical Offset (ft)	Tx Line	Comments
1	EPA = 115.00 SQFT	236.00	0.00	0.0	0.0	0.00		
2	EPA = 115.00 SQFT	230.00	0.00	0.0	0.0	0.00		
3	EPA = 115.00 SQFT	220.00	0.00	0.0	0.0	0.00		
4	EPA = 115.00 SQFT	210.00	0.00	0.0	0.0	0.00		

POINT LOADS WIND AREAS AND WEIGHTS

No.	Description	Frontal Bare Area (ft^2)	Lateral Bare Area (ft^2)	Frontal Iced Area (ft^2)	Lateral Iced Area (ft^2)	Weight Bare (Kips)	Weight Iced (Kips)
1	EPA = 115.00 SQFT	115.00	115.00	135.00	135.00	2.00	3.00
2	EPA = 115.00 SQFT	115.00	115.00	135.00	135.00	2.00	3.00
3	EPA = 115.00 SQFT	115.00	115.00	135.00	135.00	2.00	3.00
4	EPA = 115.00 SQFT	115.00	115.00	135.00	135.00	2.00	3.00

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Section H: STRUCTURE DISPLACEMENT DATA

Load Combination Max Envelope

Wind Direction Maximum displacements

Node	Elev. (ft)	N-S Disp (in)	W-E Disp (in)	Vert.Disp (in)	N-S Rot (Deg)	W-E Rot (Deg)	Twist (Deg)
117	240.0	39.4	-39.0	-0.2	1.85	-1.83	-0.01
114	236.0	37.8	-37.4	-0.2	1.87	-1.85	0.01
111	232.0	36.3	-35.9	-0.2	1.85	-1.84	-0.01
108	228.0	34.7	-34.3	-0.2	1.86	-1.85	-0.01
105	224.0	33.2	-32.8	-0.2	1.81	-1.80	0.02
102	220.0	31.6	-31.3	-0.2	1.79	-1.78	-0.01
99	216.0	30.1	-29.8	-0.2	1.75	-1.74	-0.01
96	212.0	28.7	-28.3	-0.2	1.70	-1.69	0.01
93	208.0	27.2	-26.9	-0.2	1.66	-1.65	0.00
90	204.0	25.8	-25.5	-0.1	1.56	-1.54	0.04
87	200.0	24.5	-24.2	-0.1	1.50	-1.48	0.00
84	196.0	23.3	-23.0	-0.1	1.42	-1.40	0.03
81	192.0	22.1	-21.8	-0.1	1.37	-1.36	0.00
78	188.0	20.9	-20.7	-0.1	1.30	-1.28	0.02
75	184.0	19.9	-19.6	-0.1	1.24	-1.23	0.01
72	180.0	18.8	-18.6	-0.1	1.19	-1.17	0.01
69	175.0	17.6	-17.3	-0.1	1.13	-1.12	0.01
66	170.0	16.4	-16.2	-0.1	1.09	-1.07	0.00
63	165.0	15.3	-15.1	-0.1	1.02	-1.01	-0.02
60	160.0	14.2	-14.0	-0.1	0.98	-0.97	0.00
57	153.3	12.8	-12.6	-0.1	0.88	-0.87	0.03
54	146.7	11.6	-11.4	-0.1	0.85	-0.84	-0.01
51	140.0	10.4	-10.3	-0.1	0.76	-0.75	0.03
48	133.3	9.3	-9.2	-0.1	0.74	-0.73	0.01
45	126.7	8.3	-8.2	-0.1	0.65	-0.64	0.03
42	120.0	7.4	-7.3	-0.1	0.63	-0.63	0.01
39	113.3	6.5	-6.4	-0.1	0.56	-0.55	-0.02
36	106.7	5.7	-5.7	-0.1	0.55	-0.54	-0.01
33	100.0	5.0	-4.9	-0.1	0.47	-0.46	0.02
30	90.0	4.0	-3.9	-0.1	0.42	-0.41	0.01
27	80.0	3.1	-3.1	-0.1	0.35	-0.35	0.01
24	70.0	2.4	-2.3	-0.1	0.31	-0.30	0.00
21	60.0	1.7	-1.7	0.0	0.25	-0.25	-0.01
18	50.0	1.2	-1.2	0.0	0.20	-0.20	-0.01
15	40.0	0.8	-0.8	0.0	0.15	-0.15	-0.01
12	30.0	0.5	-0.5	0.0	0.11	-0.11	0.01
9	20.0	0.2	-0.2	0.0	0.08	-0.08	0.00
6	10.0	0.1	0.1	0.0	0.04	0.03	-0.01
3	0.0	0.0	0.0	0.0	0.00	0.00	0.00

Load Combination Wind Only - Serviceability

Wind Direction Maximum displacements

Node	Elev. (ft)	N-S Disp (in)	W-E Disp (in)	Vert.Disp (in)	N-S Rot (Deg)	W-E Rot (Deg)	Twist (Deg)
117	240.0	17.5	-17.3	-0.1	0.82	-0.81	0.00
114	236.0	16.8	-16.6	-0.1	0.83	-0.82	0.01
111	232.0	16.1	-15.9	-0.1	0.82	-0.82	0.01
108	228.0	15.4	-15.3	-0.1	0.83	-0.82	-0.01

105	224.0	14.7	-14.6	-0.1	0.81	-0.80	0.01
102	220.0	14.1	-13.9	-0.1	0.80	-0.79	0.00
99	216.0	13.4	-13.2	-0.1	0.78	-0.77	-0.01
96	212.0	12.7	-12.6	-0.1	0.76	-0.75	0.01
93	208.0	12.1	-12.0	-0.1	0.74	-0.73	0.00
90	204.0	11.5	-11.3	-0.1	0.69	-0.69	0.02
87	200.0	10.9	-10.8	-0.1	0.67	-0.66	0.00
84	196.0	10.3	-10.2	-0.1	0.63	-0.62	0.01
81	192.0	9.8	-9.7	-0.1	0.61	-0.60	0.00
78	188.0	9.3	-9.2	-0.1	0.58	-0.57	0.01
75	184.0	8.8	-8.7	-0.1	0.55	-0.55	0.00
72	180.0	8.4	-8.3	-0.1	0.53	-0.52	0.01
69	175.0	7.8	-7.7	-0.1	0.50	-0.50	0.01
66	170.0	7.3	-7.2	-0.1	0.48	-0.48	0.00
63	165.0	6.8	-6.7	-0.1	0.45	-0.45	-0.01
60	160.0	6.3	-6.2	-0.1	0.43	-0.43	0.00
57	153.3	5.7	-5.6	-0.1	0.39	-0.39	0.01
54	146.7	5.2	-5.1	-0.1	0.38	-0.37	0.00
51	140.0	4.6	-4.6	-0.1	0.34	-0.33	0.01
48	133.3	4.2	-4.1	-0.1	0.33	-0.33	0.00
45	126.7	3.7	-3.6	-0.1	0.29	-0.28	0.01
42	120.0	3.3	-3.2	-0.1	0.28	-0.28	0.00
39	113.3	2.9	-2.9	-0.1	0.25	-0.25	-0.01
36	106.7	2.6	-2.5	-0.1	0.24	-0.24	0.00
33	100.0	2.2	-2.2	-0.1	0.21	-0.21	0.01
30	90.0	1.8	-1.7	-0.1	0.19	-0.18	0.00
27	80.0	1.4	-1.4	0.0	0.16	-0.15	0.01
24	70.0	1.1	-1.0	0.0	0.14	-0.13	0.00
21	60.0	0.8	-0.8	0.0	0.11	-0.11	0.00
18	50.0	0.5	-0.5	0.0	0.09	-0.09	0.00
15	40.0	0.3	-0.3	0.0	0.07	-0.07	0.00
12	30.0	0.2	-0.2	0.0	0.05	-0.05	0.00
9	20.0	0.1	-0.1	0.0	0.04	-0.03	0.00
6	10.0	0.0	0.0	0.0	0.02	0.02	0.00
3	0.0	0.0	0.0	0.0	0.00	0.00	0.00

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Project: 240' SSV TOWER DESIGN
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Revision:
Site: RED RIVER- KY
Engineer: FAD

Section L: STRENGTH ASSESSMENT SORTED DATA

Load Combination: Max Envelope
Wind Direction: Maximum

Sec	Pnl	Elev (ft)	MType	Desc.	Len (ft)	kl/r	Gov. comp. cap. (Kips)	Gov. tens. cap. (Kips)	Max Compr. (Kips)	Max Tens. (Kips)	Asses. Ratio
11	5	236.00	Leg	PIPE 2.875x0.203	4.00	45.6	56.8	68.1	0.5	0.4	0.01
11	4	232.00	Leg	PIPE 2.875x0.203	4.00	50.9	54.9	68.1	2.9	1.2	0.05
11	3	228.00	Leg	PIPE 2.875x0.203	4.00	50.9	54.9	68.1	7.7	5.2	0.14
11	2	224.00	Leg	PIPE 2.875x0.203	4.00	50.9	54.9	68.1	15.1	11.8	0.27
11	1	220.00	Leg	PIPE 2.875x0.203	4.00	42.9	57.7	68.1	23.4	19.7	0.41
10	5	216.00	Leg	PIPE 3.500x0.300	4.00	37.9	105.2	120.9	33.7	28.4	0.32
10	4	212.00	Leg	PIPE 3.500x0.300	4.00	42.3	102.8	120.9	47.2	41.4	0.46
10	3	208.00	Leg	PIPE 3.500x0.300	4.00	42.3	102.8	120.9	59.7	53.0	0.58
10	2	204.00	Leg	PIPE 3.500x0.300	4.00	42.3	102.8	120.9	77.1	69.1	0.75
10	1	200.00	Leg	PIPE 3.500x0.300	4.00	35.7	106.5	120.9	92.9	84.5	0.87
9	5	196.00	Leg	PIPE 4.500x0.337	4.01	29.2	160.4	176.5	106.2	97.5	0.66
9	4	192.00	Leg	PIPE 4.500x0.337	4.01	32.6	157.9	176.5	115.2	105.8	0.73
9	3	188.00	Leg	PIPE 4.500x0.337	4.01	32.6	157.9	176.5	122.4	112.7	0.78
9	2	184.00	Leg	PIPE 4.500x0.337	4.01	32.6	157.9	176.5	130.0	119.7	0.82
9	1	180.00	Leg	PIPE 4.500x0.337	4.01	27.5	161.6	176.5	136.4	125.7	0.84
8	4	175.00	Leg	PIPE 5.563x0.375	5.01	30.0	221.3	184.4	144.1	132.8	0.72
8	3	170.00	Leg	PIPE 5.563x0.375	5.01	32.7	218.6	184.4	151.5	139.7	0.76
8	2	165.00	Leg	PIPE 5.563x0.375	5.01	32.7	218.6	184.4	159.5	146.9	0.80
8	1	160.00	Leg	PIPE 5.563x0.375	5.01	28.7	222.7	184.4	166.4	153.2	0.83
7	3	153.33	Leg	PIPE 5.563x0.375	6.68	40.9	209.5	184.4	174.5	160.5	0.87
7	2	146.67	Leg	PIPE 5.563x0.375	6.68	43.6	206.3	184.4	182.8	167.9	0.91
7	1	140.00	Leg	PIPE 5.563x0.375	6.68	39.6	211.1	184.4	191.2	175.3	0.95
6	3	133.33	Leg	PIPE 6.625x0.340	6.68	33.8	238.8	268.7	199.8	182.8	0.84
6	2	126.67	Leg	PIPE 6.625x0.340	6.68	36.1	236.2	268.7	208.5	190.6	0.88
6	1	120.00	Leg	PIPE 6.625x0.340	6.68	32.7	240.1	268.7	217.4	198.4	0.91
5	3	113.33	Leg	PIPE 6.625x0.432	6.68	33.8	299.2	276.6	225.6	205.6	0.75
5	2	106.67	Leg	PIPE 6.625x0.432	6.68	33.8	299.2	276.6	234.0	212.7	0.78
5	1	100.00	Leg	PIPE 6.625x0.432	6.68	33.8	299.2	276.6	241.7	219.3	0.81
4	2	90.00	Leg	PIPE 6.625x0.432	10.02	52.5	268.8	336.7	251.2	227.3	0.93
4	1	80.00	Leg	PIPE 6.625x0.432	10.02	51.4	270.8	336.7	261.9	236.3	0.97
3	2	70.00	Leg	PIPE 8.625x0.375	10.02	39.6	335.8	368.8	273.4	245.7	0.81
3	1	60.00	Leg	PIPE 8.625x0.375	10.02	38.7	337.3	368.8	284.9	255.1	0.84
2	3	50.00	Leg	PIPE 8.625x0.375	10.02	41.2	332.8	368.8	297.6	264.9	0.89
2	2	40.00	Leg	PIPE 8.625x0.375	10.02	41.2	332.8	368.8	309.6	274.1	0.93
2	1	30.00	Leg	PIPE 8.625x0.375	10.02	41.2	332.8	368.8	322.2	283.6	0.97
1	3	20.00	Leg	PIPE 8.625x0.500	10.02	41.7	435.6	461.0	334.1	292.5	0.77
1	2	10.00	Leg	PIPE 8.625x0.500	10.02	41.7	435.6	461.0	346.6	301.6	0.80
1	1	0.00	Leg	PIPE 8.625x0.500	10.02	41.7	435.6	461.0	358.5	310.2	0.82
11	5	236.00	Diag	L1 3/4x1 3/4x3/16	6.14	101.1	10.6	6.5	0.8	0.8	0.13
11	4	232.00	Diag	L1 3/4x1 3/4x3/16	6.14	101.2	10.6	6.5	1.7	1.6	0.25
11	3	228.00	Diag	L1 3/4x1 3/4x3/16	6.15	101.3	10.6	6.5	2.5	2.6	0.40
11	2	224.00	Diag	L1 3/4x1 3/4x3/16	6.16	101.4	10.6	6.5	3.5	3.5	0.53
11	1	220.00	Diag	L1 3/4x1 3/4x3/16	6.16	101.5	10.6	6.5	3.7	3.7	0.57
10	5	216.00	Diag	L2x2x1/4	6.17	91.4	12.3	9.1	5.3	5.3	0.58
10	4	212.00	Diag	L2x2x1/4	6.18	91.6	12.3	9.1	5.5	5.6	0.61
10	3	208.00	Diag	L2x2x1/4	6.19	91.7	12.3	9.1	6.5	6.4	0.71
10	2	204.00	Diag	L2x2x1/4	6.20	91.8	12.3	9.1	7.3	7.4	0.81
10	1	200.00	Diag	L2x2x1/4	6.21	92.0	12.3	9.1	7.6	7.6	0.83

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9	5	196.00	Diag	L2x2x3/16	6.38	95.3	12.3	6.8	4.0	3.9	0.57
9	4	192.00	Diag	L2x2x3/16	6.71	99.4	12.3	6.8	3.7	3.8	0.56
9	3	188.00	Diag	L2x2x3/16	7.04	103.5	11.9	6.8	3.7	3.6	0.53
9	2	184.00	Diag	L2x2x3/16	7.39	107.7	11.3	6.8	3.5	3.6	0.53
9	1	180.00	Diag	L2x2x3/16	7.74	111.9	10.8	6.8	3.5	3.5	0.51
8	4	175.00	Diag	L2x2x3/16	8.67	122.0	9.5	6.8	3.9	3.9	0.57
8	3	170.00	Diag	L2x2x3/16	9.08	128.7	8.5	6.8	3.9	3.8	0.56
8	2	165.00	Diag	L2x2x3/16	9.50	135.4	7.7	6.8	3.8	3.9	0.57
8	1	160.00	Diag	L2x2x3/16	9.93	142.2	7.0	6.8	3.9	3.8	0.56
7	3	153.33	Diag	L2 1/2x2 1/2x3/16	11.34	130.8	10.5	6.8	4.0	4.0	0.59
7	2	146.67	Diag	L2 1/2x2 1/2x3/16	11.92	138.1	9.4	6.8	4.1	4.0	0.59
7	1	140.00	Diag	L2 1/2x2 1/2x3/16	12.50	145.5	8.5	6.8	4.1	4.1	0.60
6	3	133.33	Diag	L2 1/2x2 1/2x3/16	13.07	150.9	7.9	6.8	4.8	4.8	0.70
6	2	126.67	Diag	L2 1/2x2 1/2x3/16	13.62	157.9	7.2	6.8	4.9	4.9	0.71
6	1	120.00	Diag	L2 1/2x2 1/2x3/16	14.18	164.9	6.6	6.8	5.0	5.0	0.76
5	3	113.33	Diag	L2 1/2x2 1/2x3/16	14.76	172.3	6.0	6.8	4.8	4.7	0.79
5	2	106.67	Diag	L2 1/2x2 1/2x3/16	15.36	179.9	5.5	6.8	4.9	4.9	0.88
5	1	100.00	Diag	L2 1/2x2 1/2x3/16	15.97	187.4	5.1	6.8	5.1	5.0	0.99
4	2	90.00	Diag	L3x3x3/16	18.35	181.1	6.6	6.8	5.2	5.2	0.79
4	1	80.00	Diag	L3x3x3/16	19.26	190.5	6.0	6.8	5.4	5.4	0.91
3	2	70.00	Diag	L3x3x1/4	20.15	197.0	7.4	12.2	6.2	6.2	0.84
3	1	60.00	Diag	L3x3x1/4	21.03	206.1	6.7	12.2	6.4	6.4	0.95
2	3	50.00	Diag	L3 1/2x3 1/2x1/4	21.92	183.6	10.0	17.7	6.6	6.7	0.66
2	2	40.00	Diag	L3 1/2x3 1/2x1/4	22.81	191.5	9.2	17.7	6.9	6.8	0.75
2	1	30.00	Diag	L4x4x1/4	23.71	172.1	13.1	12.2	7.0	7.1	0.58
1	3	20.00	Diag	L4x4x1/4	24.62	179.0	12.1	12.2	7.3	7.2	0.60
1	2	10.00	Diag	L4x4x1/4	25.54	185.9	11.2	12.2	7.5	7.5	0.67
1	1	0.00	Diag	L4x4x1/4	26.46	192.9	10.4	12.2	7.7	7.6	0.74
11	5	236.00	Horiz	L1 3/4x1 3/4x3/16	4.65	145.5	5.8	6.5	0.6	0.6	0.10
9	5	196.00	Horiz	L2x2x3/16	4.76	126.1	8.9	6.8	0.7	0.6	0.08

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Contract: 060-6360
Project: 240' SSV TOWER DESIGN
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Revision:
Site: RED RIVER- KY
Engineer: FAD

Section N: LEG REACTION DATA

Load Combination: Max Envelope
Wind Direction: Maximum

Force-Y Download (Kips)	Force-Y Uplift (Kips)	Shear-X (Kips)	Shear-Z (Kips)	Max Shear (Kips)
364.22	314.20			32.81

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Contract: 060-6360 Revision:
Project: 240' SSV TOWER DESIGN Site: RED RIVER- KY
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Section O: TOWER FOUNDATION DATA

Load Combination Max Envelope
Wind Direction Maximum

Axial Load (Kips)	Shear Load-X (Kips)	Shear Load-Z (Kips)	Total Shear (Kips)	Moment-X (Kipsft)	Moment-Y (Kipsft)	Moment-Z (Kipsft)	Total Moment (Kipsft)
57.31	-52.11	0.00	52.11	0.01	0.06	7385.81	7385.81
79.34	-52.32	0.00	52.32	0.03	0.06	7312.95	7312.95

AMERICAN TOWER®

CORPORATION

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

272935 - RED RIVER KY, KY

PROJECT DESCRIPTION:

PRIMARY FOUNDATION DESIGN FOR A 240' "ROHN" SELF-SUPPORTING TOWER.

AS-BUILT SIGN-OFF		
DESCRIPTION	SIGNATURE	DATE
CONTRACTOR NAME		
CONTRACTOR REPRESENTATIVE (PRINT NAME)		
CONTRACTOR REPRESENTATIVE (SIGNATURE)		
REDEVELOPMENT P.M. (PRINT NAME)		
REDEVELOPMENT P.M. (SIGNATURE)		

PROJECT SUMMARY

CUSTOMER: OPERATIONS STRUCTURAL

SITE NUMBER: 272935

SITE NAME: RED RIVER KY, KY

SITE ADDRESS: STANTON, KY 40380

PROPERTY OWNER: AMERICAN TOWER CORPORATION

ATC JOB NUMBER: 43649272A

DATE: 6/26/09

REVISION: 0

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

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

AMERICAN TOWER®
CORPORATION

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

PROJECT SUMMARY

CUSTOMER	SITE NUMBER	SITE NAME	ATC JOB NUMBER	SITE ADDRESS	DATE	DRAWING NUMBER	REVISION
OPERATIONS STRUCTURAL	272935	RED RIVER KY, KY	43649272A	STANTON, KY 40380	6/26/09	BOM	0

BILL OF MATERIALS

QUANTITY REQUIRED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	LENGTH	DRAWING NUMBER	WEIGHT (lbs)	COMMENTS
			REBARS				
36		---	#4 REBAR, GRADE 40	11'-9 1/2"	A-1, A-2	284	
60		---	#8 REBAR, GRADE 60	7'-0 1/2"	A-1, A-2	1122	
200		---	#8 REBAR, GRADE 60	34'-6"	A-1, A-2	18423	

TOTAL WEIGHT: 19829

GENERAL

1. ALL METHODS, MATERIALS AND WORKMANSHIP SHALL FOLLOW THE DICTATES OF GOOD CONSTRUCTION PRACTICE.

2. ALL WORK INDICATED ON THESE DRAWINGS SHALL BE PERFORMED BY QUALIFIED CONTRACTORS EXPERIENCED IN TOWER AND FOUNDATION CONSTRUCTION.

3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD IMMEDIATELY OF ANY INSTALLATION INTERFERENCES. ALL NEW WORK SHALL ACCOMMODATE EXISTING CONDITIONS. DETAILS NOT SPECIFICALLY SHOWN ON THE DRAWINGS SHALL FOLLOW SIMILAR DETAILS FOR THIS JOB.

4. ANY SUBSTITUTIONS MUST CONFORM TO THE REQUIREMENTS OF THESE NOTES AND SPECIFICATIONS, AND SHOULD BE SIMILAR TO THOSE SHOWN. ALL SUBSTITUTIONS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.

5. ANY MANUFACTURED DESIGN ELEMENTS MUST CONFORM TO THE REQUIREMENTS OF THESE NOTES AND SPECIFICATIONS AND SHOULD BE SIMILAR TO THOSE SHOWN. THESE DESIGN ELEMENTS MUST BE STAMPED BY AN ENGINEER PROFESSIONALLY REGISTERED IN THE STATE OF THE PROJECT, AND SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL PRIOR TO FABRICATION.

6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH LOCAL CODES AND OSHA SAFETY REGULATIONS.

7. THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND EXECUTION OF ALL MISCELLANEOUS SHORING, BRACING, TEMPORARY SUPPORTS, ETC. NECESSARY TO PROVIDE A COMPLETE AND STABLE STRUCTURE AS SHOWN ON THESE DRAWINGS.

8. CONTRACTOR'S PROPOSED INSTALLATION SHALL NOT INTERFERE, NOR DENY ACCESS TO, ANY EXISTING OPERATIONAL AND SAFETY EQUIPMENT.

9.) FIELD CUT EDGES, EXCEPT DRILLED HOLES, SHALL BE GROUND SMOOTH.

10.) ALL FIELD CUT SURFACES SHALL BE REPAIRED WITH ZRC GALVALITE COLD GALVANIZING COMPOUND PER ASTM A780 AND MANUFACTURER'S RECOMMENDATIONS.

APPLICABLE CODES AND STANDARDS

1. ANSI/TIA/EIA: STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES, 222-F EDITION.

2. KENTUCKY BUILDING CODE 2007 AND 2006 INTERNATIONAL BUILDING CODE.

3. ACI 318: AMERICAN CONCRETE INSTITUTE, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, 318-99.

4. CRSI: CONCRETE REINFORCING STEEL INSTITUTE, MANUAL OF STANDARD PRACTICE, LATEST EDITION.

5. AISC: AMERICAN INSTITUTE OF STEEL CONSTRUCTION, MANUAL OF STEEL CONSTRUCTION, LATEST EDITION.

6. AWS: AMERICAN WELDING SOCIETY D1.1, STRUCTURAL WELDING CODE, LATEST EDITION.

STRUCTURAL STEEL

1. ALL DETAILING, FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AISC SPECIFICATIONS, LATEST EDITION.

2. ALL EXPOSED STRUCTURAL STEEL MEMBERS SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION PER ASTM A123. EXPOSED STEEL HARDWARE AND ANCHOR BOLTS SHALL BE GALVANIZED PER ASTM A153 OR B695.

3. ALL U-BOLTS SHALL BE ASTM A307 OR EQUIVALENT, WITH LOCKING DEVICE, UNLESS NOTED OTHERWISE.

WELDING

1. ALL WELDING TO BE PERFORMED BY AWS CERTIFIED WELDERS AND CONDUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AWS WELDING CODE D1.1.

2. ALL ELECTRODES TO BE LOW HYDROGEN, MATCHING FILLER METAL, PER AWS D1.1, U.N.O.

3. MINIMUM WELD SIZE TO BE 0.1875 INCH FILLET WELDS, UNLESS NOTED OTHERWISE.

4. PRIOR TO FIELD WELDING GALVANIZED MATERIAL, CONTRACTOR SHALL GRIND OFF GALVANIZING 1/2" BEYOND ALL FIELD WELD SURFACES. AFTER WELD AND WELD INSPECTION IS COMPLETE, REPAIR ALL GROUND AND WELDED SURFACES WITH ZRC GALVALITE COLD GALVANIZING COMPOUND PER ASTM A780 AND MANUFACTURER'S RECOMMENDATIONS.

PAINT

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

BOLT TIGHTENING PROCEDURE

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

BOLT LENGTHS UP TO AND INCLUDING FOUR DIA.

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

BOLT LENGTHS OVER FOUR DIA. BUT NOT EXCEEDING 8 DIA.

3/4"	BOLTS 4.25 TO 6.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
7/8"	BOLTS 3.75 TO 7.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1"	BOLTS 4.25 TO 8.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1-1/8"	BOLTS 4.75 TO 9.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1-1/4"	BOLTS 5.25 TO 10.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1-1/2"	BOLTS 6.25 TO 12.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT

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

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

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

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

SPECIAL INSPECTION

1. A QUALIFIED INDEPENDENT TESTING LABORATORY, EMPLOYED BY THE OWNER, SHALL PERFORM INSPECTION AND TESTING IN ACCORDANCE WITH KENTUCKY BUILDING CODE 2007 AND IBC 2006, SECTION 1704 AS REQUIRED BY PROJECT SPECIFICATIONS FOR THE FOLLOWING CONSTRUCTION WORK:
   a) STRUCTURAL WELDING
   b) HIGH STRENGTH BOLTS

2. THE INSPECTION AGENCY SHALL SUBMIT INSPECTION AND TEST REPORTS TO THE BUILDING DEPARTMENT, THE ENGINEER OF RECORD, AND THE OWNER IN ACCORDANCE WITH KENTUCKY BUILDING CODE 2007 AND IBC 2006, SECTION 1704. UNLESS THE FABRICATOR IS APPROVED BY THE BUILDING OFFICIAL TO PERFORM SUCH WORK WITHOUT THE SPECIAL INSPECTIONS.

AMERICAN TOWER®
STRUCTURAL ENGINEERING
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(972) 999-8900 Tel.
(972) 999-8940 Fax
NYSE: AMT

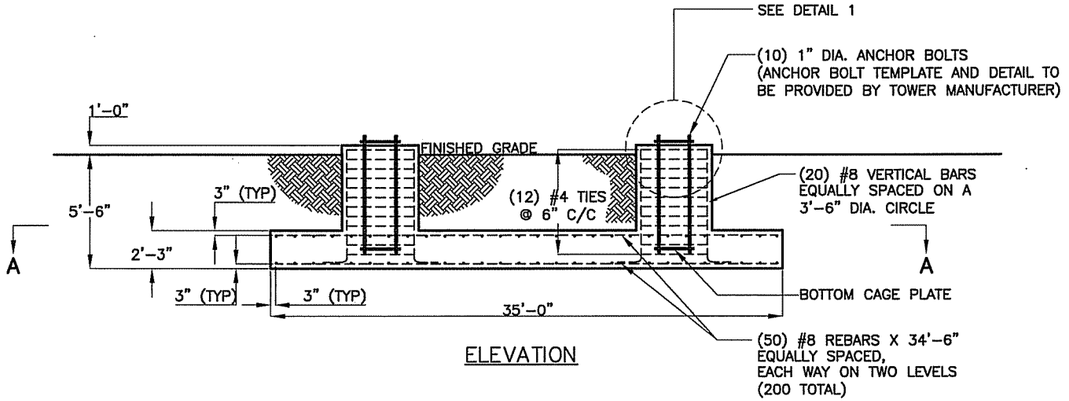
REV.	DESCRIPTION	BY	DATE
0	FIRST ISSUE	SK	6/26/09

SITE NUMBER:
272935
SITE NAME:
RED RIVER KY, KY
SITE ADDRESS:
STANTON, KY 40380

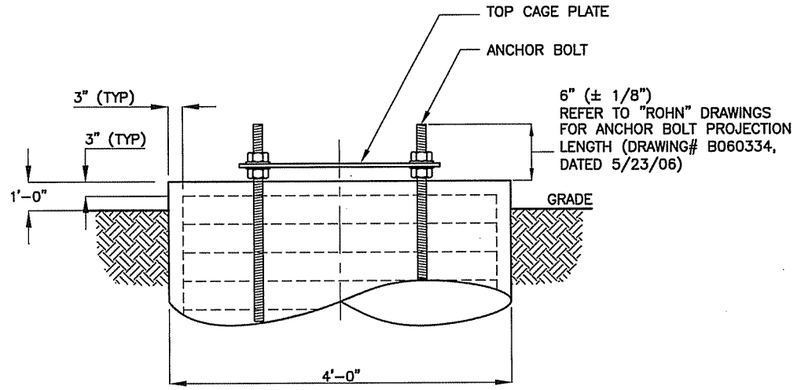
DRAWN BY:	SK
CHECKED BY:	RAM
DATE DRAWN:	6/26/09
ATC JOB NO:	43649272A

SHEET TITLE:
IBC GENERAL NOTES

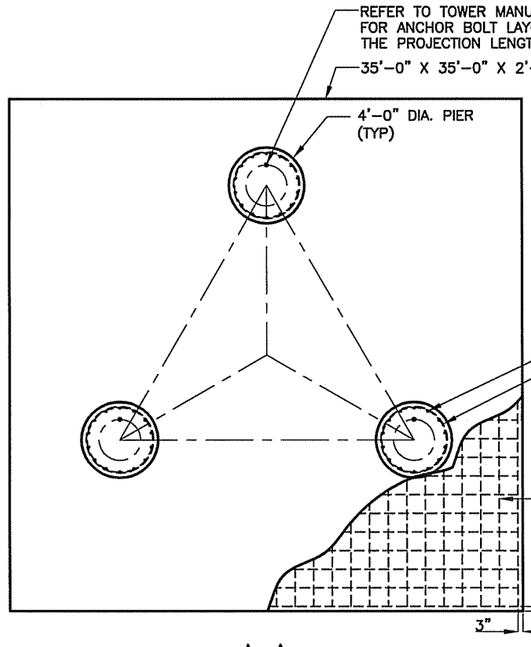
SHEET NUMBER:	REV #:
IGN	0



ELEVATION



DETAIL 1



A–A

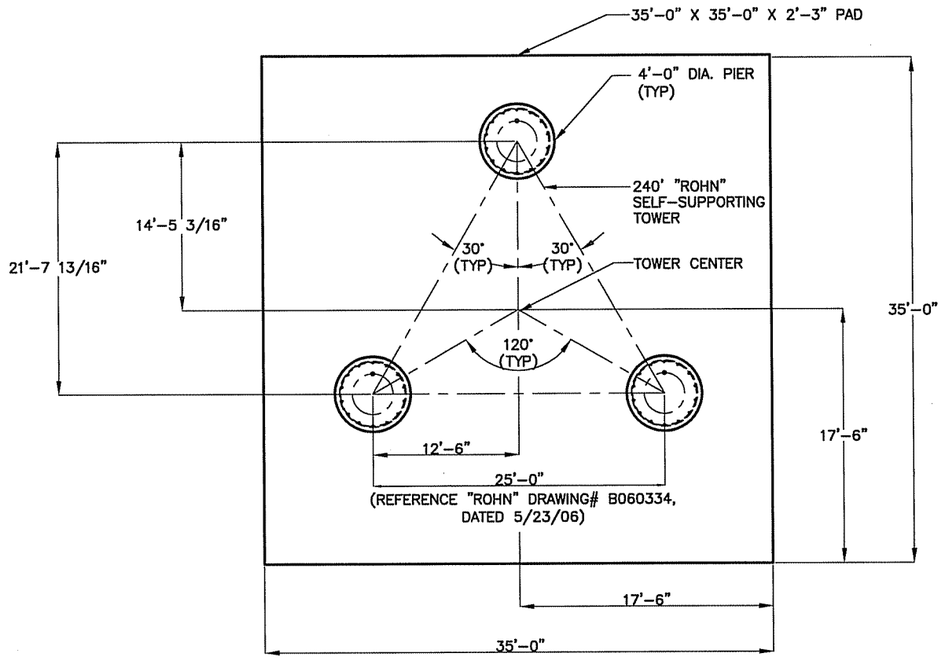
BASE REACTIONS

MOMENT = 7385.8 KIPS–FT
SHEAR = 52.3 KIPS
AXIAL = 57.3 KIPS

REACTIONS ON LEG

COMPRESSION = 360.2 KIPS
UPLIFT = 314.2 KIPS
SHEAR = 32.3 KIPS

CONCRETE VOLUME = 108 CUBIC YARDS



PLAN VIEW

NOTES

1. FOUNDATION DESIGNED FOR A "ROHN" 240' SELF–SUPPORTING TOWER (ENG. FILE# 060–6360, DRAWING# A090516, DATED 6/23/09). REFERENCE TOWER MANUFACTURER DRAWINGS FOR ANCHOR BOLT INSTALLATION REQUIREMENTS.
2. FOUNDATION DESIGN REACTIONS WERE OBTAINED FROM TOWER MANUFACTURER DESIGN DRAWINGS (ENG. FILE# 060–6360, DRAWING# A090516, DATED 6/23/09).
3. FOUNDATION DESIGN WAS BASED ON SOIL REPORT PROVIDED BY "TERRACON" WITH PROJECT# 18097319, DATED 3/5/09. REFERENCE THE SOIL REPORT FOR ADDITIONAL CONSIDERATIONS AND REQUIREMENTS.
4. SILTSTONE LAMINATIONS WERE ENCOUNTERED AT APPROXIMATELY 5'–0" BELOW THE GRADE SURFACE. THE USE OF HEAVY TOOLS MAY BE REQUIRED.
5. CONCRETE SLUMP: 2"~4"
6. FOUNDATION BASE SHOULD REST ON FIRM AND LEVELED SURFACE.
7. ELEVATION AT THE TOPS OF ALL THREE PIERS TO BE WITHIN ±1/4" OF EACH OTHER

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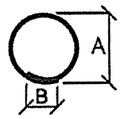
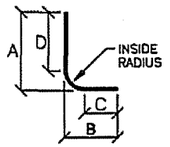
ATC JOB NO:	43649272A

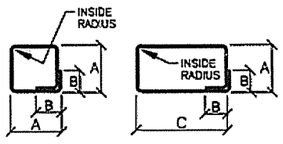
SHEET TITLE:
PIER AND PAD FOUNDATION DETAILS (PRIMARY DESIGN)

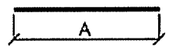
SHEET NUMBER: A–1
REV #: 0

QTY REQ'D	REBAR SIZE	LENGTH	TOTAL WEIGHT (LBS)	TYPE	BENDING DIAGRAM				
-	-	-	-	ROUND TIE	A	B			
36	#4	11 '-9 1/2"	284		3'-6"	0'-11"			
-	-	-	-	90° BEND VERTICAL	A	B	C	D	INSIDE RAD.
60	#8	7 '-0 1/2"	1122		5'-9"	1-6"	1'-2"	5 '-5"	3"
-	-	-	-	SQUARE OR RECTANGULAR TIE	A	B	C		INSIDE RAD.
-	-	-	-	STRAIGHT	A				
200	#8	34 '-6"	18423		34 '-6"				









GENERAL FOUNDATION CONSTRUCTION NOTES

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

FOUNDATION AND ANCHOR TOLERANCES

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

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ATC JOB NO:	43649272A

SHEET TITLE:
BAR LIST FOR REINFORCING STEEL AND GENERAL NOTES

SHEET NUMBER:	REV #:
A–2	0

Exhibit E

March 5, 2009

Terracon
Consulting Engineers & Scientists

Terracon Consultants, Inc.
5217 Linbar Drive, #309
Nashville, Tennessee 37211
Phone 615.333.6444
Fax 615.333.6443
www.terracon.com

American Tower Corporation
400 Regency Forest Drive
Cary, North Carolina 27518

Attention: Jared Morely

Re: Geotechnical Engineering Report
Proposed 250' Self Supporting Tower
Site Number: 252G0116
Site Name: Red River
Stanton, Powell County, Kentucky
Project No.: 18097319

Dear Mr. Morely:

The subsurface exploration for the proposed communication tower planned at the Red River site in Stanton, Powell County, Kentucky has been completed. The accompanying report presents the findings of the subsurface exploration and provides recommendations regarding earthwork and 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. Should you have any questions concerning this report, or if we may be of further assistance, please contact us.

Sincerely,
Terracon

Shaikh Z. Rahman, EIT.
Project Engineer

Timothy G. LaGrow, P.E.
Kentucky No. 17758

STATE OF KENTUCKY
TIMOTHY G. LaGROW
17758
REGISTERED
PROFESSIONAL ENGINEER

n:\projects\2009\18087319\g097319.doc

Attachments

Copies to: *Addressee (1 pdf)*

TABLE OF CONTENTS

GEOTECHNICAL ENGINEERING REPORT

PROPOSED COMMUNICATION TOWER
SITE NUMBER: 252G0116
SITE NAME: RED RIVER
STANTON, POWELL COUNTY, KENTUCKY

Project No.: 18097319
March 5, 2009

INTRODUCTION

Subsurface exploration for the proposed tower planned at the Red River site in Stanton, Powell County, Kentucky has been completed. As a part of our subsurface exploration, one (1) boring extending to a depth of approximately 25 feet below existing grade was drilled at the site. 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 earthwork and the design and construction of foundations for the proposed communication tower and equipment building.

PROJECT DESCRIPTION

We understand the proposed project will consist of the construction of a 250-foot self supporting tower. Exact tower loads are not available, but based on our past experience are anticipated to be as follows:

Vertical Load:	600 kips
Horizontal Shear:	80 kips
Uplift:	500 kips

A small, lightly loaded equipment building or metal equipment cabinets supported on thickened concrete slabs will also be constructed at the site. At the time of our visit, the property was a gently sloping pasture. Existing grades within the 100-foot by 100-foot leased area reportedly vary between about El. 674 to El. 688. Based on the existing topography, less than 5 feet of cut/fill is anticipated.

SUBSURFACE EXPLORATION AND TESTING PROCEDURES

The subsurface exploration consisted of drilling and sampling one boring at the site to a depth of about 25 feet below existing grade. The actual boring location was determined by the drill crew, who paced distances in the field based on property corner stakes and existing features indicated on the site plan prepared by BTM Engineering, Inc. Right angles for the boring location measurements were estimated. The approximate boring location is shown on the enclosed boring location plan. The surface elevation shown on the boring log was obtained from 1-A Certification Letter prepared by BTM Engineering, Inc.

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

Auger refusal was encountered at a depth of about 20 feet. Below this depth, the boring was advanced into the refusal materials using a diamond bit attached to the outer barrel of a double core barrel. The inner barrel collected the cored material as the outer barrel was rotated at high speeds to cut the rock. The barrel was retrieved to the surface upon completion of each drill run. Once the core samples were retrieved, they were placed in a box and logged. The rock was later classified by an engineer and the "percent recovery" and rock quality designation (RQD) were determined.

The "percent recovery" is the ratio of the sample length retrieved to the drilled length, expressed as a percent. An indication of the actual in-situ rock quality is provided by calculating the sample's 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 percent recovery and RQD are 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 the drill crew. This log included visual classifications of the materials encountered during drilling as well as the driller's interpretation of the subsurface conditions between samples. The final boring log included with this report represents an interpretation of the field log and includes modifications based on laboratory observation and tests of the samples.

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

The laboratory testing program consisted of performing water content tests and one Atterberg Limits test on representative soil samples. A calibrated hand penetrometer was used to estimate the approximate unconfined compressive strength of the samples. The calibrated hand penetrometer has been correlated with unconfined compression tests and provides a better estimate of soil consistency than visual examination alone. Results of these tests are provided on the boring log at the appropriate horizon.

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

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

SITE GEOLOGY

The Geologic Map of the Clay Quadrangle, Kentucky published by the United States Geological Survey, Department of Interior (1967) indicates the site is underlain by the Nancy member of Borden formation. The Nancy member consists of shale and siltstone. The shale is light olive gray to medium gray, poorly laminated and silty. The siltstone is medium to light gray to yellowish brown and locally grades into sandstone. Thickness of the Nancy member varies from about 290 to 370 feet.

SUBSURFACE CONDITIONS

Specific conditions encountered at the boring location are indicated on the attached boring log. The stratification boundaries on the boring log represent the approximate location of changes in soil and rock types; in-situ, the transition between materials may be gradual. Conditions encountered at the boring location are summarized below.

Beneath about ½ foot of topsoil, the boring encountered about 4 feet of existing fill consisting of lean clay (CL) with shale fragments. Beneath the fill, native lean clays with silt and weathered siltstone and shale fragments were encountered extending to a depth of about 18 ½ feet below grade. Below 18 ½ feet, weathered shale was encountered extending to auger refusal at about 20 feet below grade. The fill exhibited a stiff consistency based on a standard penetration test (N) value of 13 blows per foot (bpf). The underlying

native soils exhibited a very stiff to hard consistency based on N-values in the range of about 19 to over 50 bpf.

Rock coring techniques were employed to sample the refusal materials. The core sample consisted of moderately weathered, moderately hard, thin bedded shale. Core recovery was 98 percent. Bedrock quality is considered fair as defined by an RQD value of 58 percent. Coring operations were terminated at a depth of approximately 25 feet below existing grade.

WATER LEVEL OBSERVATIONS

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.

Fluctuations of the groundwater level can occur due to seasonal variations in the amount of rainfall, runoff, and other factors not evident at the time the boring was performed. Perched water could develop at higher levels within more permeable layers following periods of heavy or prolonged precipitation. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project.

ANALYSIS AND RECOMMENDATIONS

General

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

Tower Foundations - Drilled Pier Alternative: The proposed tower can be supported on drilled pier foundations. Based on the results of our boring, we have developed the following tower foundation design parameters:

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, ε_{50} (in/in)
0 - 4	Topsoil and Existing Fill	Ignore	Ignore	Ignore	-	-	Ignore	Ignore
4 - 20	Lean Clay/ Weathered Shale	450	3,500	1,750	0	1,750	140	0.006
20 - 25	Competent Shale	2,500 ***	20,000	5,000 ***	0	50,000 ***	2,400	0.00001

* Pier inspection is recommended to adjust pier length if variable soil/rock conditions are encountered.
** A total unit weight of 120 and 160 pcf can be estimated for the lean clay and shale, respectively.
*** The pier should be embedded a minimum of 3 feet into competent shale to mobilize these higher rock strength parameters. Furthermore, it is assumed the rock socket will be extended using coring techniques rather than blasting/shooting.

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

The upper 4 feet of fill should be ignored due to the potential affects of frost action and construction disturbance. To avoid a reduction in lateral and uplift resistance caused by variable subsurface conditions and or bedrock depths, we recommend that drawings instruct the contractor to notify the engineer if subsurface conditions significantly different than encountered in our boring are disclosed during drilled pier installation. Under these circumstances, it may be necessary to adjust the overall length of the pier. To facilitate these adjustments and assure that the pier is embedded in suitable materials, it is recommended that a Terracon representative observe the drilled pier excavation.

If a bedrock socket is required, it is recommended that a minimum pier length and minimum competent rock socket length be stated on the design drawings. Competent rock was encountered in our boring below a depth of about 20 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. If the tower center is moved more than 25 feet, our office should be notified to review

our recommendations and determine whether an additional boring is required. To facilitate pier length adjustments that may be necessary because of variable rock conditions, it is recommended that a Terracon representative observe the drilled pier excavation.

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

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

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

Tower Foundations - Mat Foundation Alternative: If desired, a mat foundation can be used to support the proposed tower. The mat foundation can be designed using the following natural soil/engineered fill parameters. These parameters are based on the findings of our boring, a review of published values and our 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.

Mat Foundation Design Parameters

Depth (feet)	Description	Allowable Contact Bearing Pressure (psf)	Allowable Passive Pressure (psf)	Coefficient of Friction, Tan δ
0 - 4	Topsoil and Existing Fill	Ignore	Ignore	-
≥ 4	Lean Clay or Crushed Stone Fill	3,500	Ignore	0.35

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.

Equipment Building/Equipment Cabinet Foundations: Considering the questionable nature of the fill, it is recommended that the building/cabinet areas be undercut in their entirety, and backfilled with well compacted fill. The undercut should extend at least 5 feet outside the building/cabinet footprint. The proposed equipment building may then be supported on shallow footings bearing on the newly compacted fill. Alternatively, the building footings can be extended through the fill and placed on natural soils. The building floor slab or cabinet slab can be ground supported on the existing fill, provided the slab area passes a proofroll test. With the second alternative, the owner would have to accept somewhat higher than normal risk of floor slab settlement associated with the uncertain characteristics of the fill.

We recommend the equipment building foundations 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 foundation excavations should be observed by a qualified geotechnical engineer or his representative 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 firm 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, it is our opinion that total settlement will 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 1.5 feet, or greater, below finished exterior grade for protection against frost damage.

Parking and Drive Areas - It is our understanding that 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 Department of Transportation specifications and applicable local codes.

It should be noted that a paving 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 which may develop should be repaired as soon as possible to minimize the damage to the soil subgrade.

Site Preparation: Site preparation should begin with the removal of any topsoil, loose, soft or otherwise unsuitable materials from the construction area. The actual stripping depth, along with any soft soils that require undercutting, should be evaluated by the geotechnical engineer 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. Fill placed beneath the tower mat foundation should be limited to granular soils and well graded limestone rock. Suitable fill materials beneath the equipment building and roads can consist of either granular material or low-plasticity cohesive soil. 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 existing fill is not recommended for reuse to the possibility of deleterious materials within the fill. The on-site native soils are considered suitable for re-use as fill. However, because of the high silt content, stringent moisture control will need to be exercised to attain the desired compaction. It is recommended that during construction these soils should 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. All 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). All cohesive 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.

We recommend the geotechnical engineer 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.

GENERAL COMMENTS

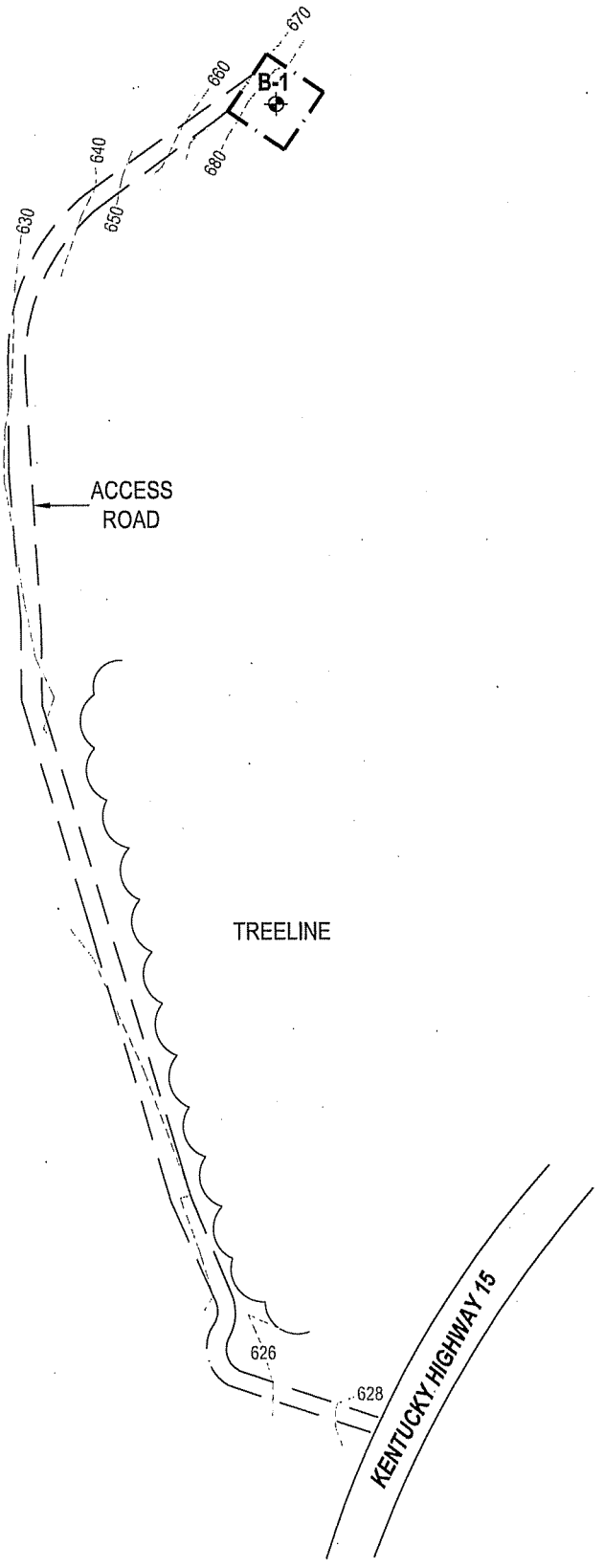
Terracon should be retained to review the final design plans and specifications so comments can be made regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. Terracon also should be retained to provide testing and observation during excavation, 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



LEGEND

SUBJECT SITE

APPROXIMATE BORING LOCATION

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

Project Mngr: SZR	Project No. 18097319	Terracon Consulting Engineers and Scientists	BORING LOCATION DIAGRAM
Drawn By: TLY	Scale: AS SHOWN	5217 Linbar Drive, Suite 309 Nashville, TN 37211	GEOTECHNICAL ENGINEERING REPORT
Checked By: SZR/MRF	File No. GEO18097319-1	(615) 333-6444 (615) 333-6443	RED RIVER TOWER
Approved By: SV	Date: MARCH 2009		HIGHWAY 15
			STANTON, POWELL COUNTY, KY

FIG. No. 1

LOG OF BORING NO. B-1

CLIENT: **American Tower Corporation**

CLIENT CONTACT:

SITE: **252G0116**
Stanton, Kentucky

PROJECT: **250' Self Supporting Tower**
Red River Tower

GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES SPT - N ** BLOWS / ft.	TESTS WATER CONTENT, %	TESTS DRY UNIT WT pcf	TESTS UNCONFINED STRENGTH, psf	ATTERBERG LIMITS
	Approx. Surface Elev.: 685 ft										
	0.5 **TOPSOIL** 684.5										
	FILL - LEAN CLAY with silt and shale fragments, mottled grayish brown, stiff, slightly moist		CL	1	SS	18	13	22		6000*	
	4 681										
	LEAN CLAY trace organics and siltstone laminations, mottled grayish brown, very stiff to hard, slightly moist		CL	2	SS	18	19	15		9000*	LL:38 PL:18 PI:20
		5	CL	3	SS	12	64	11		9000*	
			CL	4	SS	16	41	12		9000*	
		10									
	with shale fragments at 13.5 feet		CL	5	SS	8	50/2"	11		7000*	
		15									
	18.5 666.5										
	WEATHERED SHALE, black, hard, slightly moist			6	SS	1	50/1"	3			
	20 665	20									
	Auger refusal at 20 feet			R-1	DB	98%	RQD 57%		160	1780 psi	
	SHALE, moderately weathered, black, moderately hard, thin bedded										
	25 660	25									
	Coring terminated at 25 feet										

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

*Calibrated Hand Penetrometer
**CME 140 lb SPT automatic hammer

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

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BORING STARTED	2-24-09		
BORING COMPLETED	2-24-09		
RIG	CME 55	DRILLER	MW
GEOLOGIST	SR	JOB #	18097319

BOREHOLE 18097319 BORING LOGS.GPJ TERRACON.GDT 3/4/09

GENERAL NOTES

DRILLING & SAMPLING SYMBOLS:

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

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

WATER LEVEL MEASUREMENT SYMBOLS:

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

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

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

CONSISTENCY OF FINE-GRAINED SOILS

Unconfined Compressive Strength, Qu, psf	Standard Penetration or N-value (SS) Blows/Ft.	Consistency
< 500	0 - 1	Very Soft
500 – 1,000	2 - 4	Soft
1,000 – 2,000	4 - 8	Medium Stiff
2,000 – 4,000	8 - 15	Stiff
4,000 – 8,000	15 - 30	Very Stiff
8,000+	> 30	Hard

RELATIVE DENSITY OF COARSE-GRAINED SOILS

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

RELATIVE PROPORTIONS OF SAND AND GRAVEL

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

GRAIN SIZE TERMINOLOGY

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

RELATIVE PROPORTIONS OF FINES

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

PLASTICITY DESCRIPTION

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

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GENERAL NOTES

Sedimentary Rock Classification

DESCRIPTIVE ROCK CLASSIFICATION:

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

LIMESTONE	Light to dark colored, crystalline to fine-grained texture, composed of $CaCo_3$, reacts readily with HCl.
DOLOMITE	Light to dark colored, crystalline to fine-grained texture, composed of $CaMg(CO_3)_2$, harder than limestone, reacts with HCl when powdered.
CHERT	Light to dark colored, very fine-grained texture, composed of micro-crystalline quartz ($Si0_2$), brittle, breaks into angular fragments, will scratch glass.
SHALE	Very fine-grained texture, composed of consolidated silt or clay, bedded in thin layers. The unlaminated equivalent is frequently referred to as siltstone, claystone or mudstone.
SANDSTONE	Usually light colored, coarse to fine texture, composed of cemented sand size grains of quartz, feldspar, etc. Cement usually is silica but may be such minerals as calcite, iron-oxide, or some other carbonate.
CONGLOMERATE	Rounded rock fragments of variable mineralogy varying in size from near sand to boulder size but usually pebble to cobble size (½ 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 ½ 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.

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UNIFIED SOIL CLASSIFICATION SYSTEM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Q] PI plots below "A" line.

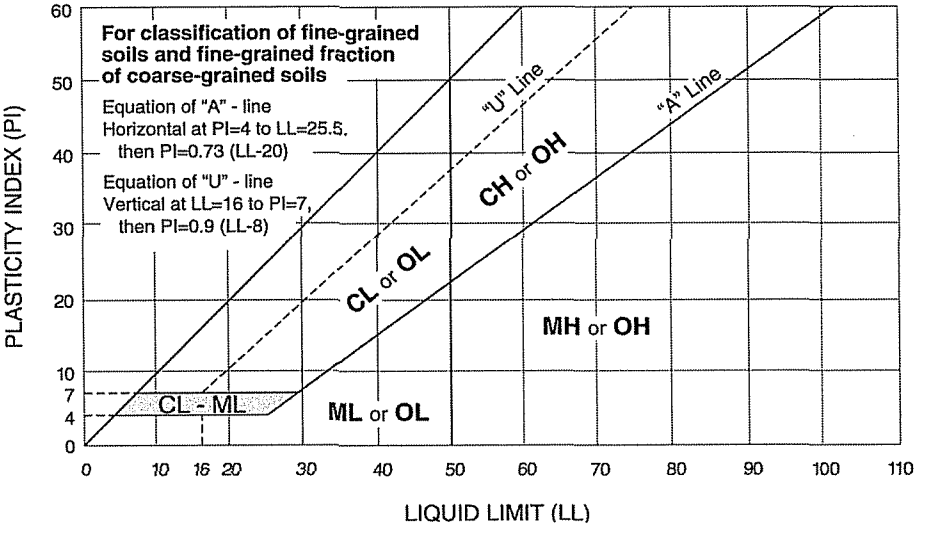

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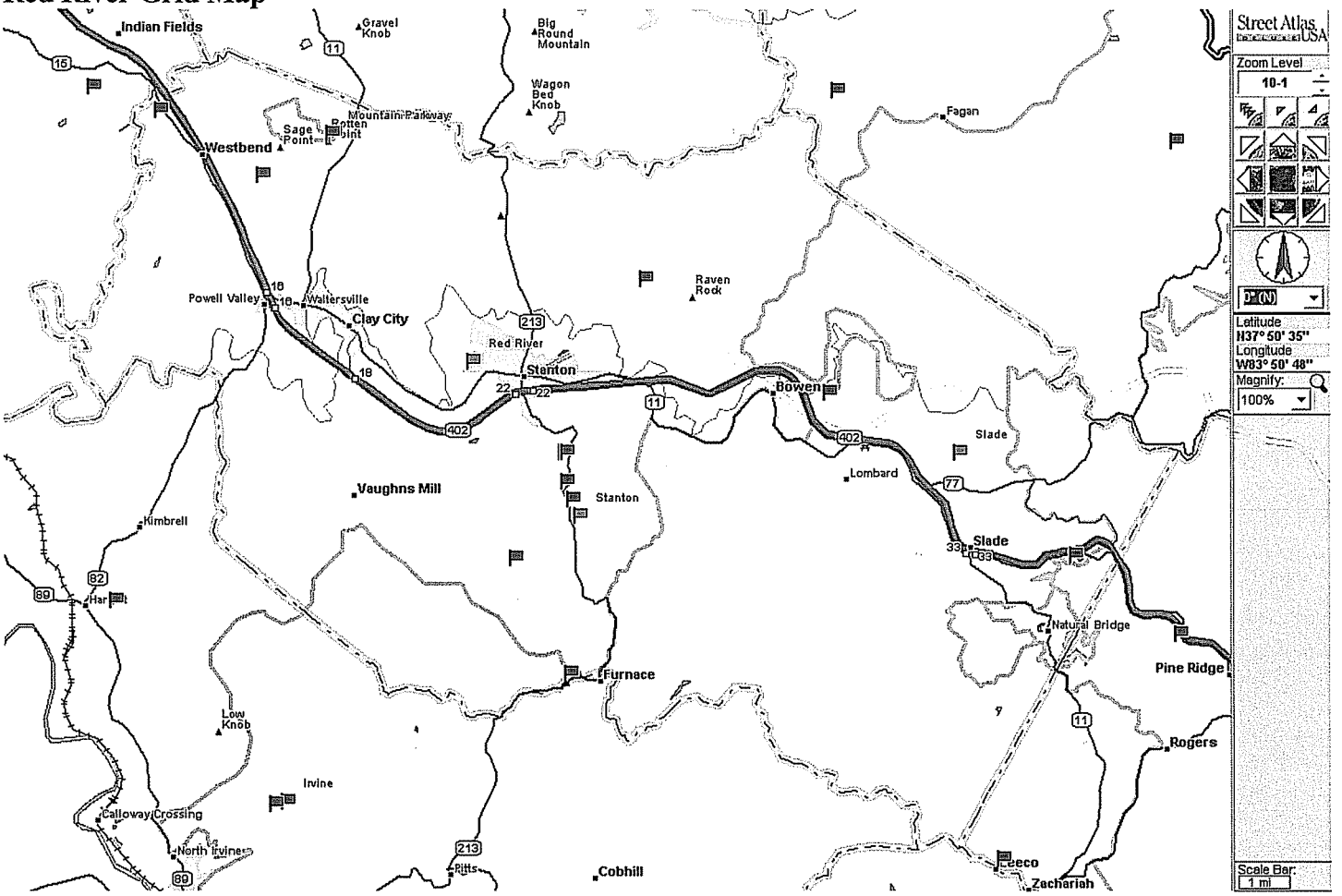
Exhibit F

Red River Grid Map



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

Competing Utilities, Corporations or Persons

Crown Communication

SBA Towers

Verizon

Sprint / Nextel

T-Mobile

Bluegrass Cellular

Shared Sites

Kentucky, United States, North America

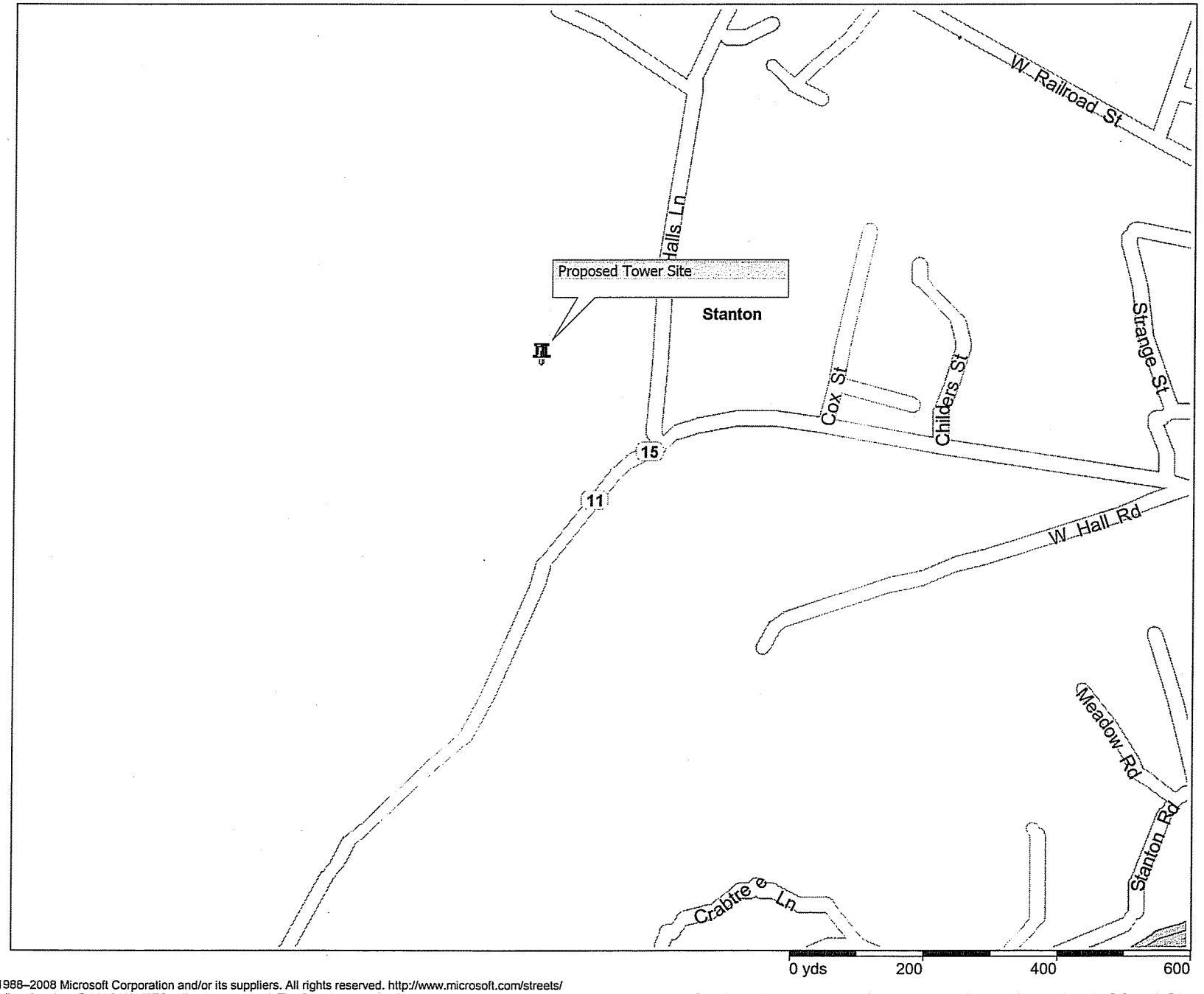


Exhibit G

Form 7460-1 for ASN: 2009-ASO-3313-OE

For information only.
This proposal has not yet been studied. Study outcomes will be posted at a later date.
Public comments are not requested, and will not be considered at this time.

Overview

Study (ASN): 2009-ASO-3313-OE
Prior Study:
Status: Work In Progress
Received Date: 06/02/2009
Entered Date: 06/02/2009
Map: View Map

Construction Info

Notice Of: CONSTR
Duration: PERM (Months: 0 Days: 0)
Work Schedule:

Structure Summary

Structure Type: Antenna Tower
Other Description: Red River, KY # 272935
NACG Number:
FCC Number:

Structure Details

Latitude (NAD 83): 37° 50' 49.53" N
Longitude (NAD 83): 83° 52' 37.73" W
Datum: NAD 83
City: Stanton
State: KY

Height and Elevation

	Proposed
Site Elevation:	682
Structure Height:	245
Total Height (AMSL):	927

Frequencies

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

Kentucky

TC 56-50E (Rev. 02/05)

Kentucky Transportation Cabinet, Kentucky Airport Zoning Commission, 200 Mero Street, Frankfort, KY 40622

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

INSTRUCTIONS INCLUDED

Kentucky Aeronautical Study Number

1. APPLICANT -- Name, Address, Telephone, Fax, etc.
American Tower Corporation
FAA/FCC Compliance Dept.
1101 Perimeter Drive
Schaumburg, IL 60173
(847) 240-1508 Fax (847) 240-1522

2. Representative of Applicant -- Name, Address, Telephone, Fax

3. Application for: ☒ New Construction ☐ Alteration ☐ Existing

4. Duration: ☒ Permanent ☐ Temporary (Months _____ Days _____)

5. Work Schedule: Start _____ End _____

6. Type: ☒ Antenna Tower ☐ Crane ☐ Building ☐ Power Line
☐ Landfill ☐ Water Tank ☐ Other _____

7. Marking/Painting and/or Lighting Preferred:
☐ Red Lights and Paint ☒ Dual - Red & Medium Intensity White
☐ White - Medium Intensity ☐ Dual - Red & High Intensity White
☐ White - High Intensity ☐ Other _____

8. FAA Aeronautical Study Number 2009-ASO-3313-OE

9. Latitude: 37 ° 50 ' 49 . 52 "

10. Longitude: 83 ° 52 ' 37 . 73 "

11. Datum: ☒ NAD83 ☐ NAD27 ☐ Other _____

12. Nearest Kentucky City: Stanton County Powell

13. Nearest Kentucky public use or Military airport:
I50: Stanton

14. Distance from #13 to Structure: 1.50 NM

15. Direction from #13 to Structure: 83.31°

16. Site Elevation (AMSL): 682.00 Feet

17. Total Structure Height (AGL): 245.00 Feet

18. Overall Height (#16 + #17) (AMSL): 927.00 Feet

19. Previous FAA and/or Kentucky Aeronautical Study Number(s):
AS-099-I50-2009-093/2008-ASO-6784-OE

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)

21. Description of Proposal:

New tower construction. Site location previously filed for but moved.

22. Has a "NOTICE OF CONSTRUCTION OR ALTERATION" (FAA Form 7460-1) been filed with the Federal Aviation Administration?
☐ No ☒ Yes, When June 02, 2009

CERTIFICATION: I hereby certify that all the above statements made by me are true, complete and correct to the best of my knowledge and belief.

Printed Name and Title	Signature	Date
Lottie L Thompson FAA/FCC Compliance Mgr	Lottie Thompson	6/3/2009

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

Commission Action:

☐ Chairman, KAZC ☐ Administrator, KAZC

☐ Approved

☐ Disapproved _____ Date _____

Exhibit H

ULS License

Cellular License - KNKN841 - NEW CINGULAR WIRELESS PCS, LLC

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

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
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Contact

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Ownership and Qualifications

Radio Service Type Mobile

Regulatory Status Common Carrier Interconnected Yes

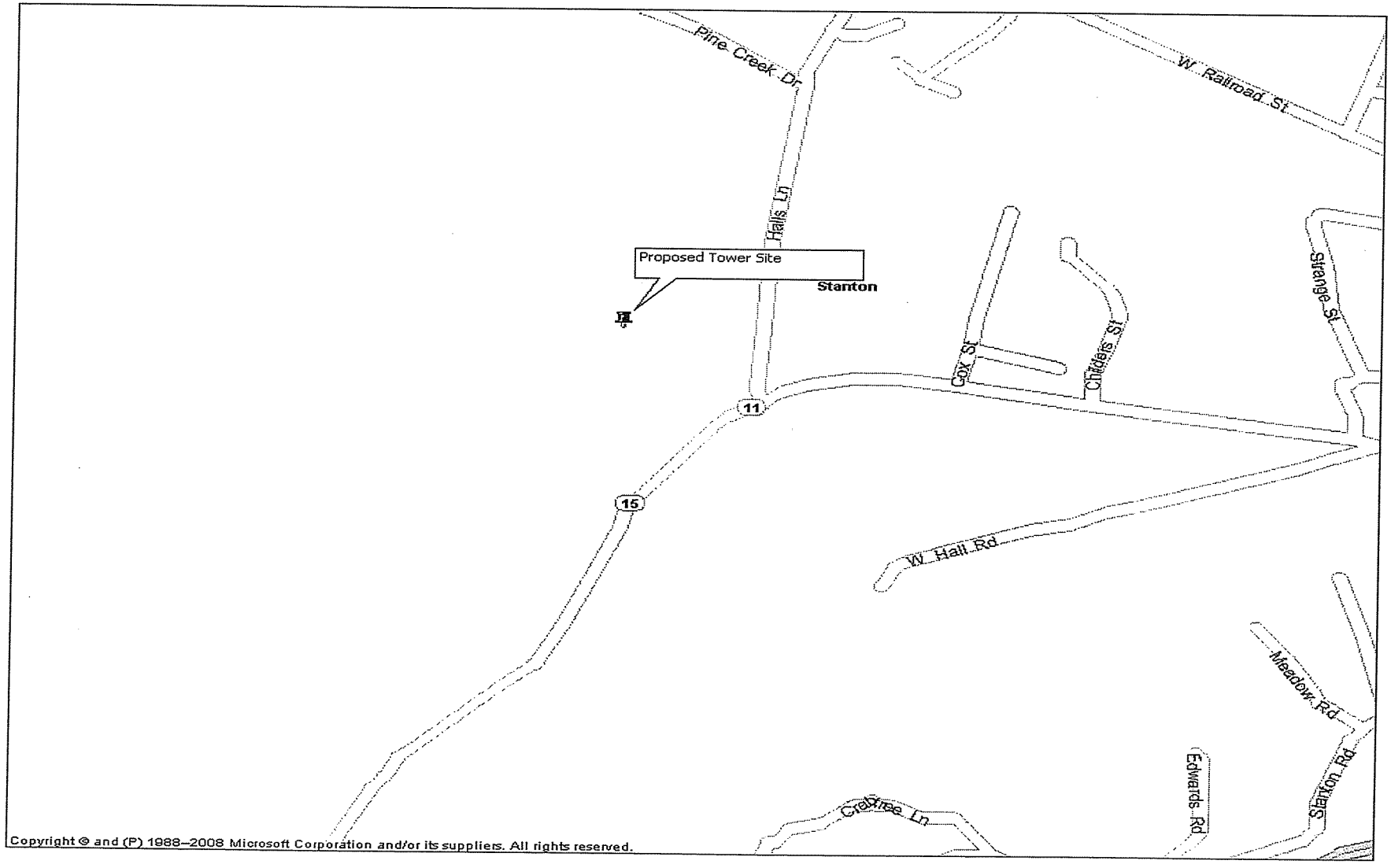
Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

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

Demographics

Race

Exhibit I



Directions to Site: From Stanton at the intersection of State Route 213 (Main Street) and State Route 11/15 (College Avenue), proceed West on State Route 11/15 approximately 1.25 miles to site on right.

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

Site Name: Red River
Site Number: 272935

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (***"Agreement"***) is made effective as of the date of the latter signature hereof (the ***"Execution Date"***) and is by and between Optionee/Tenant and Optionor/Landlord.

RECITALS

A. WHEREAS, Optionor is the owner of that certain parcel of land (the ***"Property"***) located in the County of Powell, State of Kentucky, as more particularly described on Exhibit A; and

B. WHEREAS, Optionor desires to grant to Optionee an option to lease from Optionor a portion of the Property (the "***Premises***"), together with easements for ingress and egress and the installation and maintenance of utilities (the "***Easement***") both being approximately located as shown on Exhibit B (the Premises and the Easement will collectively be referred to herein as the "**Site**").

NOW, THEREFORE, in consideration of the sum of $10.00, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Business Terms. For the purposes of this Agreement, the following capitalized terms have the meanings set forth in this paragraph 1.

(a) ***Optionee/Tenant***: American Towers, Inc., a Delaware corporation d/b/a Delaware American Towers, Inc.

(b) ***Optionee's/Tenant's Notice Address***: American Towers, Inc.
c/o American Tower Corporation
10 President Way
Woburn, MA 01810
Attn: Land Management

with a copy to: American Towers, Inc.
c/o American Tower Corporation
116 Huntington Ave.
Boston, MA 02116
Attn: Law Department

(c) ***Optionor/Landlord:*** Glenn M. Salyer, an unmarried man

(d) ***Optionor's/Landlord's Address:*** **1499 Maple Street**
Stanton, KY 40380

(e) ***Option Commencement Date***: The Execution Date.

(f) ***Option Consideration (Initial Option Term)*** [redacted]

(g) ***Option Extension Consideration (Renewal Option Term)*** [redacted]

(h) ***Initial Option Term***: 12 months

(i) ***Renewal Option Term(s)***: 1 period of 12 months.

(j) ***Commencement Date***: The date specified in the written notice by Optionee to Optionor exercising the Option constitutes the Commencement Date of the Lease.

(k) ***Rent:*** The monthly amount of [redacted] increased annually as further provided for in paragraph 14(b) hereof.

(l) ***Initial Base Rent:*** Rent due to Landlord from Tenant first Lease Year.

(m) ***Lease Year***: The first Lease Year will be the period commencing on the Commencement Date and ending on the date immediately preceding the one-year anniversary of the Commencement Date. Each Lease Year thereafter will be a 12 successive calendar month period.

(n) ***CPI:*** Consumer Price Index for all Urban Consumers, U.S. City Average, Sub-group "All Items" published by the United States Department of Labor Statistics. In the event the CPI is no longer published, then a comparable index which measures inflationary factors, and the corresponding decrease in the purchasing power of U. S. Dollar will be selected by Tenant and the annual increase provided for in paragraph 14(b) hereof will be based upon such index.

(o) ***Initial Term:*** 5 years, commencing on the Commencement Date (as defined in paragraph 1(j) hereof) and continuing until midnight of the day immediately prior to the 5th anniversary of the Commencement Date.

(p) ***Renewal Terms:*** Subject to paragraph 13(b) hereof, each of the four (4) successive periods of five (5) years each, with the first Renewal Term commencing upon the expiration of the Initial Term and each subsequent Renewal Term commencing upon the expiration of the immediately preceding Renewal Term.

I. OPTION

2. **Grant of Option**. Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option to lease the Premises and use the Easement pursuant to the terms of this Agreement (the "***Option***"). Optionor agrees and acknowledges that Optionee may, at Optionee's sole cost, have a metes and bounds survey of the Site survey prepared and that the legal description of the Site as shown on such survey will thereafter become the legal description of the Site.

3. **Initial Option Term**. The Initial Option Term is as set forth in paragraph 1(h).

4. **Extension of Option**. This Option will automatically be extended for each Renewal Option Term unless Optionee provides Optionor written notice of its intent not to extend the Option. Optionee will pay Optionor the Option Extension Consideration within thirty (30) days of the commencement of the Renewal Option Term. Option Extension Consideration paid by Optionee will be credited in full to the first years Rent due Optionor if this Option is exercised by Optionee.

5. **Consideration for Option**. Option Consideration is due and payable in full within thirty (30) days of the Option Commencement Date. Payment of the Option Consideration by Optionee to Optionor will be credited in full to the first year's Rent due Optionor if this Option is exercised by Optionee.

6. **Optionor's Representations and Warranties**. As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee's

successors and assigns, to the best of his knowledge and belief, without investigation that:

(a) Optionor has good and marketable title to the Property free and clear of all liens and encumbrances, except those of record in the Powell County Clerk's Office. Optionee may at Optionee's sole cost and expense procure an abstract of title or a commitment to issue a policy of title insurance (collectively "***Title***") on the Property. In the event that Optionee objects to any defect or cloud on Title, Optionee may declare this Option to be void and of no further force or effect whereupon this Option will terminate and there will be no further liability of Optionee to Optionor accruing hereunder;

(b) Optionor has the authority to enter into and be bound by the terms of this Option;

(c) There are no pending or threatened administrative actions including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Optionor or which may otherwise affect the Property; and

(d) The Property is not presently subject to an option, lease or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option and Optionor covenants that it will not grant an option or enter into any contract which will affect the Property or the Site until this Option expires or is terminated by Optionee.

These representations and warranties of Optionor survive the exercise of the Option and the termination or expiration of the term of this Agreement.

7. **Taxes**. Optionor will pay any ad valorem taxes or other special assessment taxes attributable to the Property and the Easement during the Initial Option Term and any Renewal Option Term of this Option.

8. **Liquidated Damages**. American Tower is not obligated to exercise this Option. In the event the Option is not exercised, Optionor's sole compensation and damages will be fixed and liquidated to the sums paid by Optionee to Optionor as consideration for this Option. Furthermore, Optionor hereby expressly waives any other remedies it may have for a breach of this Option by Optionee including specific performance and damages for breach of contract.

9. **Inspections and Investigations**. Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Property at any time after the date of this Option, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Property and/or the Site. Optionor will provide Optionee with any necessary keys or access codes to the Property if needed for ingress and egress, and Optionee will not unreasonably interfere with Optionor's use of the Property in conducting these activities. In addition, Optionee shall repair any damage to the Property caused by its activities, reasonable wear and tear excepted, and shall indemnify and hold Optionor harmless from any and all claims, actions, causes of action and other liabilities arising from Optionee's activities on the Property.

10. **Further Acts**. Optionor, at no additional expense to Optionor, will cooperate with Optionee in executing any documents necessary to protect Optionee's rights under this Option or Optionee's use of the Site, including the execution and delivery of a Memorandum of Option and Lease in a form acceptable to Optionee and Optionor, and to take such action as Optionee may reasonably require to effect the intent of this Option. Optionor shall cooperate with Optionee in the filing of applications on behalf of Optionor with federal, state and local governmental authorities which applications relate to Optionee's Intended Use (as defined in paragraph 12 of this Agreement) of the Site including but not limited to land use and zoning applications.

11. Exercise of Option. Upon the tender of written notice of Optionee's intent to exercise the Option, the terms and conditions of the Agreement applying to the leasing of the Premises and use of the Easement governs the relationship of the parties, and this Agreement will thereafter be referred to as the "***Lease***", Optionor will thereafter be referred to as "***Landlord***" and Optionee will thereafter be referred to as "***Tenant***".

II. GROUND LEASE

12. Use.

(a) Tenant, at Tenant's sole expense, shall be permitted to use the Site for the purpose of constructing, maintaining, securing and operating a communications facility, including, but not limited to, the construction or installation and maintenance of towers, structural tower base(s), communications equipment, one or more buildings or equipment cabinets, radio transmitting and receiving antennas, and related facilities on the Premises (collectively, the "***Tower Facilities***"), to facilitate the use of the Site as a site for the transmission and receipt of wireless communication signals including, but not limited to, voice, data and internet transmissions and for any other uses which are incidental thereto (the "***Intended Use***"), provided, however, Tenant, at Tenant's sole cost and expense shall conduct all of its activities on the Property and the Site in accordance with all applicable laws, regulations and ordinances. Tenant may, at its sole expense, use any and all appropriate means of restricting access to the Premises or the Tower Facilities, including, without limitation, construction of a fence. Tenant may, at Tenant's sole expense, construct Tenant's Tower Facilities on the Site to meet Tenant's needs and Tenant shall maintain the Premises in a reasonable condition that is safe and free of trash, throughout the Initial Term and any Renewal Terms, reasonable wear and tear and damage from casualty and condemnation excepted. Landlord shall cooperate with Tenant in executing any documents necessary to protect Tenant's rights under this Lease or facilitate Tenant's and Tenant's sublessee's and licensee's use of the Site and will take such further action as Tenant may reasonably require to effect the intent of this Lease, at no expense to Landlord.

(b) Tenant's obligations hereunder are expressly conditioned upon Tenant's ability to obtain, maintain, renew and reinstate all of the certificates, permits, licenses, zoning, variances and other approvals which may be required from any federal, state or local authority as well as any necessary easements (collectively, the "***Approvals***"). Landlord shall cooperate with Tenant, at no out-of-pocket expense to Landlord, in its efforts to obtain the Approvals, and Landlord shall take no action which would adversely affect the status of the Site with respect to Tenant's Intended Use thereof. If (i) any application by Tenant for any one of the Approvals is finally denied or rejected, or is otherwise withdrawn or terminated or (ii) if any matters exist affecting Landlord's title to the Site which prevent Tenant from using the Site for Tenant's Intended Use, then Tenant shall have the right to terminate this Lease upon written notice to Landlord and Landlord, within 30 days of such termination, shall refund to Tenant any Rent paid by Tenant applicable to the period subsequent to such termination.

(c) Landlord agrees to execute within 15 days after receipt of a written request from Tenant any and all documents necessary in Tenant's reasonable judgment to protect Tenant's rights or the rights of Tenant's sublessees or licensees under this Lease, to facilitate Tenant's use of the Site as contemplated under this Lease, or to allow Tenant to obtain, maintain, renew or reinstate the Approvals. Tenant will provide all documents for execution on Tenant's standard forms or, in the case of zoning applications or other situations regulated by governmental bodies, on forms specified by such governmental body. Documents provided for execution may include without limitation, affidavits relating to title curative

measures, non-disturbance agreements, memorandums of lease, memorandums of amendment, and zoning applications and other related documents required to obtain zoning approval.

13. Term.

(a) *Initial Term.* The Initial Term of this Lease is set forth in paragraph 1(o).

(b) *Renewal Terms.* Tenant shall have the right to extend this Lease for each of the Renewal Terms. Each Renewal Term will be on the same terms and conditions set forth in this Lease except that Rent will escalate as provided in paragraph 1(n). This Lease will automatically be renewed for each successive Renewal Term unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Lease at any time prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

(c) The Initial Term and Renewal Terms are collectively referred to herein as the "***Term***".

14. Consideration.

(a) Tenant shall pay its first installment of Rent within fifteen (15) business days of the Commencement Date. Thereafter, Rent is due and payable in advance on the first day of each calendar month to Landlord at Landlord's Address. Rent will be prorated for any partial months, including, without limitation, the month in which the Commencement Date occurs.

(b) Rent will be increased annually on the anniversary of the Commencement Date (the "***Increase Date***") by an amount equal to the Initial Base Rent multiplied by a fraction the denominator of which is the CPI for the month in which the Commencement Date occurs and the numerator of which is the CPI for the third month immediately preceding the Lease Year just concluding, not to exceed 3%. Notwithstanding any subsequent decrease in the CPI, in no event will the Rent be adjusted downwards. At Tenant's election, Tenant may confirm to Landlord in writing the amount of the annual Rent increase ("***Increase Notice***"). Unless Landlord notifies Tenant in writing within 30 days of the date of the Increase Notice that it disagrees with the amount of the annual Rent increase stated therein, such amount will be conclusively presumed to be the correct calculation of the annual Rent increase.

(c) If this Lease is terminated at a time other than on the day immediately preceding the anniversary of the Commencement Date, Rent will be prorated as of the effective date of such termination (the "***Termination Date***"). If this Lease is terminated for any reason other than nonpayment of Rent, all Rent paid in advance for the period after the Termination Date will be refunded to Tenant by Landlord within 30 days of the Termination Date.

(d) In the event Tenant makes an overpayment of Rent or any other fees or charges to Tenant during the Term of this Lease, Tenant may, but shall not be required, to treat any such overpayment amount as prepaid Rent and apply such amount as a credit against future Rent due to Landlord.

(e) In no event will Tenant be required to remit the payment of Rent to more than two recipients at any given time.

15. Landlord's Representations and Warranties. Landlord represents and warrants, to the best of his knowledge and belief, but without investigation, that (i) Tenant's Intended Use of the Site is not prohibited by any covenants, restrictions, reciprocal easements, servitudes, or subdivision rules or regulations; (ii) there are no easements, licenses, rights of use or other encumbrances on the Site or the Property which will interfere with or constructively prohibit Tenant's Intended Use of the Site; and (iii) the execution of this Lease by Landlord will not cause a breach or an event of default of any other agreement to which Landlord is a party.

16. **Conditions Subsequent.** If Tenant's Intended Use of the Site is actually or constructively prohibited through no fault of Tenant, then without limiting any other remedy in law or equity, Tenant shall have the option to terminate this Lease upon written notice to Landlord.

17. **Interference.** Landlord shall not use, nor shall Landlord permit its tenants, licensees, invitees or agents to use any portion of the Property in any way which interferes with Tenant's Intended Use of the Site. Such interference will be deemed a material breach of this Lease by Landlord and Landlord shall have the responsibility to terminate said interference immediately upon written notice from Tenant. Anything to the contrary in this Lease notwithstanding, the cure periods provided for in paragraph 19 hereof will not be applicable to failure by Landlord to fulfill its obligations under this paragraph 17. If any such interference does not cease or is not rectified as soon as possible, but in no event longer than 24 hours after Tenant's written notice to Landlord, Landlord acknowledges that continuing interference will cause irreparable injury to Tenant, and Tenant shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Landlord.

18. **Improvements, Utilities, and Access.**

(a) Tenant shall have the right, at Tenant's sole cost and expense, to erect and maintain on the Site improvements, personal property and facilities, including without limitation, the Tower Facilities and other related facilities. The Tower Facilities are the exclusive property of the Tenant throughout the term as well as upon the expiration or termination of this Lease. Tenant shall remove all of the below and above-ground portions of the Tower Facilities and all below ground installations to a depth of 3' below grade within one hundred eighty (180) days following the expiration or termination of this Lease, provided, however, Tenant shall continue to pay rent until such facilities are fully removed. Landlord grants Tenant the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed all tree limbs which may interfere with or fall upon the Tower Facilities or the Site. Landlord grants Tenant a non-exclusive easement in, over, across and through the Property and other real property owned by Landlord as may be reasonably required for construction, installation, maintenance, and operation of the Tower Facilities at such locations, sizes and conditions as may be reasonably approved by Landlord.

(b) Tenant shall have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Site (including but not limited to the installation of emergency power generators), the location of the utilities across the Property will be as shown in Exhibit B attached hereto, or as otherwise agreed upon by both parties provided, however, all such utilities shall be placed below ground on the Property and shall only be above ground at the Tower Facilities. Tenant, in accordance with the provisions of this Section, shall have the right to permanently place utilities on (or to bring utilities across or under) the Site to service the Site and the Tower Facilities. If utilities necessary to serve the equipment of Tenant or the equipment of Tenant's licensee(s) or sublessee(s) cannot be located within the Site, Landlord agrees to reasonably cooperate with Tenant and to act reasonably in allowing the location of utilities on the Property or other real property owned by Landlord without requiring additional compensation from Tenant or Tenant's licensee(s) or sublessee(s). Landlord shall, upon Tenant's request, execute a reasonable, separate recordable written easement or lease to the utility company providing such service evidencing this right that complies with the provisions of this Section.

(c) Landlord represents and warrants to Tenant that Tenant shall at all times during this Lease enjoy ingress, egress, and access from the Site 24 hours a day, 7 days a week, to an open and improved public road which are adequate to service the Site and the Tower Facilities free from interference by Landlord and anyone claiming access through Landlord across the access easement reasonably agreed to by Landlord and Tenant. If no such public road exists or ceases to exist in the

future, Landlord will grant an appropriate easement to Tenant, Tenant's licensee(s), sublessee(s) and assigns so that Tenant may, at its own expense, construct a suitable private access drive to the Site and the Tower Facilities subject to Landlord's reasonable approval. To the degree such access is across other property owned by Landlord, Landlord shall execute an easement evidencing this right without requiring additional compensation from Tenant. Tenant shall construct and maintain all access roads to the Tower Facilities at Tenant's sole expense and such construction and maintenance shall be in an appropriate manner to minimize damage and interference with the remainder of the Property. To the extent damage (including wear and tear caused by normal usage) to the Easement or any other route contemplated hereunder intended to provide Tenant with access to the Site and the Tower Facilities is caused by Landlord or Landlord's Tenants, licensees, invitees, or agents, Landlord shall repair same at its own expense.

(d) Landlord grants Tenant (including, without limitation, Tenant's sublessees and licensees) a license to use such portions of the Landlord's property contiguous to the Site on a temporary basis as are reasonably required from time to time during the Term of this Lease for the construction, installation and maintenance of the Tower Facilities, including (i) access to the Site for construction machinery and equipment, (ii) storage of construction materials and equipment during construction of the Tower Facilities, and (iii) use of a staging area for construction, installation and removal of equipment, provided Tenant shall leave such area in good condition and trash free at the end of each such usage.

(e) Tenant shall have the right to install and maintain during the Term of the Lease identifying signs or other signs required by any governmental authority on or about the Site, including any access road to the Site.

19. Termination. This Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within 60 days of receipt of written notice of default (without, however, limiting any other rights available to the parties in law or equity); provided, that if the defaulting party commences efforts to cure the default within such period and diligently pursues such cure, the non-defaulting party shall no longer be entitled to declare a default;

(b) Upon 30 days' written notice by Tenant to Landlord if Tenant is unable to obtain, maintain, renew or reinstate any agreement, permit or other Approvals necessary to the construction and operation of the Tower Facilities or to Tenant's Intended Use; or

(c) Upon 30 days' written notice from Tenant to Landlord if the Site is or becomes unsuitable, in Tenant's sole, but reasonable judgment for use as a wireless communications facility by Tenant or by Tenant's licensee(s) or sublessee(s).

20. Licenses; Subleases. Tenant at its sole discretion shall have the right, without prior notice or the consent of Landlord, to license or sublease all or a portion of the Site or the Tower Facilities to other parties. Tenant's licensee(s) and sublessee(s) shall be entitled to modify the Tower Facilities and to erect additional improvements on the Site including but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Site by said licensee(s) and sublessee(s). Tenant's licensee(s) and sublessee(s) shall be entitled to all rights of ingress and egress to the Site and the right to install utilities on the Site as if said licensee(s) or sublessee(s) were Tenant under this Lease. Provided, however, that Tenant shall be responsible for all of the acts and omissions of its licensees and subtenants.

21. Taxes. Tenant shall pay all property taxes, both real and personal assessed on or attributable to the Tower Facilities, the Site and any easements or other improvements by Tenant. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property, Premises and Easement. If Landlord fails to pay when due any taxes affecting the Property or the Site, Tenant shall have the right, but not the obligation, to pay such taxes and (i) deduct the full amount of the taxes paid by Tenant on Landlord's behalf from future installments of Rent, or (ii) collect such taxes by any lawful means.

22. Damage or Destruction. If the Premises, the Easement or the Tower Facilities are destroyed or damaged so as to hinder the Intended Use of the Tower Facilities in Tenant's sole judgment, Tenant may elect to terminate this Lease as of the date of the damage or destruction by written notice to Landlord. In such event, all obligations of Tenant to Landlord shall cease to accrue as of the date of the damage or destruction and Tenant shall be entitled to the reimbursement of any Rent paid by Tenant applicable to the period subsequent to the removal of all of Tenant's equipment and other property.

23. Condemnation. If a condemning authority takes all of the Site, or a portion sufficient in Tenant's sole judgment, to render the Site unsuitable for Tenant's Intended Use in Tenant's reasonable discretion, this Lease will terminate as of the date the title vests in the condemning authority. Landlord and Tenant shall share in the condemnation proceeds in proportion to the values of their respective interests in the Site (which for Tenant includes, where applicable, the value of the Tower Facilities, moving expenses, prepaid rent and business dislocation expenses). If a condemning authority takes less than all of the Site such that the Site remains suitable for Tenant's Intended Use, the Rent payable under this Lease will be reduced automatically by such percentage as the area so condemned bears to the Site as of the date the title vests in the condemning authority. A sale of all or part of the Site to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power will be treated as a taking by condemnation for the purposes of this paragraph.

24. Insurance. Tenant shall purchase and maintain in full force and effect throughout the Initial Term and any Renewal Term such general liability and property damage policies as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of $1,000,000.

25. Environmental Compliance. Landlord represents, warrants and covenants (i) that neither Landlord nor, to Landlord's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any contaminants, oils, asbestos, PCB's, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority having jurisdiction over the Property (***"Hazardous Materials"***) on, under, about or within the Property in violation of any applicable law or regulation, and (ii) that Landlord will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any applicable laws, regulations or administrative orders. Tenant agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any applicable laws, regulations or administrative orders. This Lease will, at the option of Tenant, terminate upon written notice by Tenant to Landlord if Hazardous Materials are discovered to exist on the Property after Tenant takes possession of the Premises and Tenant shall be entitled to a refund of all the consideration paid in advance to Landlord under this Lease.

26. Indemnification.

(a) *General.* Landlord, its heirs, grantees, successors, and assigns shall exonerate, hold harmless, indemnify, and defend Tenant from any claims, obligations, liabilities, costs, demands,

damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of (i) any injury to or death of any person; or (ii) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the acts or omissions of Landlord, or Landlord's principals, employees, invitees, agents or independent contractors. Tenant, its grantees, successors, and assigns shall exonerate, hold harmless, indemnify, and defend Landlord from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of (i) any injury to or death of any person; or (ii) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent acts or omissions of Tenant, or Tenant's employees, agents or independent contractors.

(b) *Environmental Matters.* Landlord, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Tenant from and against any and all damages arising from the presence of Hazardous Materials upon, about or beneath the Property or migrating to or from the Property or arising in any manner whatsoever out of the violation of any applicable laws, regulations or administrative orders pertaining to the Property and any activities thereon, which conditions exist or existed prior to or at the time of the execution of this Lease or which may occur at any time in the future through no fault of Tenant. Tenant, its grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Landlord from and against environmental damages caused by the presence of Hazardous Materials on the Premises in violation of any applicable laws, regulations or administrative orders and arising solely as the result of Tenant's activities after the execution of this Lease. Notwithstanding the obligation of Landlord to indemnify Tenant pursuant to this Lease, Landlord shall, upon demand of Tenant, and at Landlord's sole cost and expense, promptly take all actions to remediate the Property which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Site, which remediation is necessitated from the presence upon, about or beneath the Property of a Hazardous Material due to the act or omission of Landlord. Such actions include but not be limited to the investigation of the environmental condition of the Property, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Property to the condition existing prior to the introduction of such Hazardous Material upon, about or beneath the Property notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

27. **Sale of Premises.** During the Initial Term and any Renewal Terms of this Lease, Landlord shall, upon selling the Site or any real property of which the Site is a part, notify Tenant in writing of the sale, and the sale will be (i) subject to the terms of this Lease and (ii) if such sale does not include the assignment of Landlord's full interest in this Lease, such purchaser covenants, without requiring compensation from Tenant or Tenant's licensee(s) or sublessee(s) to be paid to such purchaser, to perform any obligation of the Landlord under this Lease, including Landlord's obligation to cooperate with Tenant as provided hereunder, which obligation Landlord would no longer have the legal right or ability to perform following such conveyance.

28. **Notices.** All notices or demands by or from Tenant to Landlord, or Landlord to Tenant, required under this Lease will be in writing and sent (United States mail postage pre-paid, certified with return receipt requested or by reputable national overnight carrier service, transmit prepaid) to the other party at the addresses set forth in paragraphs 1(b) and 1(d) hereof, as applicable, or to such other addresses as the parties hereto may, from time to time, designate consistent with this paragraph 28, with such new notice address being effective 30 days after receipt by the other party. Notices will be deemed to have been given upon either receipt or rejection.

29. **Title and Quiet Enjoyment.** Landlord warrants and represents that (i) it has the full right, power, and authority to execute this Lease; and (ii) it has good and marketable fee simple title to the Site and any other real property across which Landlord may grant Tenant, its sublessees and/or licensees an easement, free and clear of any liens and encumbrances or mortgages, other than those currently of record. Landlord covenants that Tenant shall have the quiet enjoyment of the Premises during the term of this Lease. Landlord shall indemnify Tenant from and against any loss, cost, expense or damage including attorney's fees associated with a breach of the foregoing covenant of quiet enjoyment. If the Site is encumbered by a mortgage or deed of trust, within 30 days of receipt of a written request from Tenant, Landlord agrees to execute and obtain the execution by its lender of a non-disturbance and attornment agreement in the form provided by Tenant, to the effect that Tenant and Tenant's sublessees and licensees will not be disturbed in their occupancy and use of the Site by any foreclosure. Should a subordination, non-disturbance and attornment agreement be requested by Landlord or a lender working with Landlord on a loan to be secured by the Property and entered into subsequent to the Execution Date, Tenant will use good faith efforts to provide Landlord or Landlord's lender with Tenant's form subordination, non-disturbance and attornment agreement executed by Tenant within 30 days of such request.

30. **Assignment.** Any sublease, license or assignment of this Lease that is entered into by Landlord or Tenant is subject to the provisions of this Lease. Landlord may assign this Lease in its entirety to any third party in conjunction with a sale of the Property in accordance with paragraph 27 hereof. Landlord shall not otherwise assign less than Landlord's full interest in this Lease without the prior written consent of Tenant. Tenant may assign this Lease without prior notice to or the consent of Landlord provided, however , and if such assignment includes the transfer of all of Tenant's interest in this Agreement, Tenant shall be released from its obligations under this Lease by virtue of any such assignment, license or sublease. Additionally, Tenant may mortgage or grant a security interest in this Lease and the Tower Facilities, and may assign this Lease and the Tower Facilities to any such mortgagees or holders of security interests including their successors and assigns. (hereinafter collectively referred to as "***Secured Parties***"). If requested by Tenant, Landlord shall execute such consent to such financing as may reasonably be required by Secured Parties. In addition, if requested by Tenant, Landlord agrees to notify Tenant and Tenant's Secured Parties simultaneously of any default by Tenant and to give Secured Parties the same right to cure any default as Tenant. If a termination, disaffirmance or rejection of the Lease by Tenant pursuant to any laws (including any bankruptcy or insolvency laws) occurs, or if Landlord shall terminate this Lease for any reason, Landlord will give to Secured Parties prompt notice thereof and Secured Parties shall have the right to enter upon the Premises during a 30-day period commencing upon Secured Parties' receipt of such notice for the purpose of removing any Tower Facilities. Landlord acknowledges that Secured Parties are third-party beneficiaries of this Lease.

31. **Successors and Assigns.** This Lease runs with the Property and is binding upon and will inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

32. **Waiver of Landlord's Lien.** Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

33. **Waiver of Damages.** Neither Landlord nor Tenant shall be responsible or liable to the other party for any loss or damage arising from any claim to the extent attributable to any acts of omissions of other licensees or tower users occupying the Tower Facilities or vandalism or for any structural or power failures or destruction or damage to the Tower Facilities except to the extent caused by the gross negligence or willful misconduct of such party. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL LANDLORD OR TENANT BE LIABLE TO THE OTHER

FOR, AND TENANT AND LANDLORD EACH HEREBY WAIVE THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.

34. **Miscellaneous.** The following provisions apply to the Option and, providing Optionee exercises such Option, to the Lease:

(a) The substantially prevailing party in any litigation arising hereunder is entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within 30 days after request, such estoppel information as the other may reasonably request.

(c) This Agreement constitutes the entire agreement and understanding of Landlord and Tenant with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Agreement must be in writing and executed and delivered by Landlord and Tenant.

(d) If either Landlord or Tenant is represented by a real estate broker in this transaction, that party is fully responsible for any fees due such broker and will hold the other party harmless from any claims for commission by such broker.

(e) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights under this Agreement or Tenant's use of the Premises, including but not limited to affidavits relating to title curative measures and non disturbance agreements, and to take any further action which Tenant may reasonably require to effect the intent of the Agreement.

(f) The Agreement will be construed in accordance with the laws of the state in which the Site is situated.

(g) If any term of the Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of the Agreement, which will continue in full force and effect.

(h) Upon request by Tenant, Landlord shall execute and deliver to Tenant a Memorandum of Option and Lease, which Tenant may record in the county in which the Property is located. If the information included in the Memorandum of Option and Lease should change or if it becomes clear that such information is incorrect or incomplete or if the Option or Lease is amended, Landlord agrees to execute and return to Tenant a recordable Amended Memorandum of Option and Lease in form supplied by Tenant.

(i) Tenant may obtain title insurance on its interest in the Site, and Landlord shall cooperate by executing any documentation reasonably required by the title insurance company.

(j) Landlord hereby irrevocably appoints Tenant or Tenant's agent as Landlord's agent to file reasonable and necessary applications on behalf of Landlord with federal, state and local governmental authorities which applications relate to Tenant's Intended Use of the Site, including, but not limited, to land use and zoning applications.

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

(l) Landlord will not, during the term of this Option and Lease together with any extensions thereof, enter into any other lease, license, or other agreement for a similar purpose as set forth herein, on or adjacent to the Property.

(m) Failure or delay on the part of either party to exercise any right, power or privilege hereunder will not operate as a waiver thereof and waiver of breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach.

(n) The parties agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specified terms or were otherwise breached. Therefore, the parties agree the parties will be entitled to an injunction(s) in any court in the state in which the Site is located to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions of the Agreement, this being in addition to any other remedy to which the parties are entitled at law or in equity.

(o) Each party executing this Agreement acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the party.

(p) This Agreement is valid and binding only upon Tenant's execution by its duly authorized representative.

(q) Tenant reserves the right to survey the Property and/or the Site, and the survey of the Property, Premises and/or Easement will then become Exhibit B-1, which will be attached hereto and made a part hereof, and will control in the event of discrepancies between Exhibit B-1 and Exhibit A and/or Exhibit B. Landlord agrees to execute an Amended Memorandum of Option and Lease in recordable form containing the new legal descriptions of the Premises and the Easement if so requested by Tenant.

(r) The parties agree that a scanned or electronically reproduced copy or image of this Agreement will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

35. **Confidentiality.** Landlord shall not disclose to any third party the Rent payable by Tenant under this Lease and shall treat such information as confidential, except that Landlord may disclose such information to prospective buyers, prospective or existing lenders, Landlord's affiliates and attorneys, or as may be required by law or as may be necessary for the enforcement of Landlord's rights under the Lease. Landlord acknowledges that the disclosure of such information to any other parties may cause Tenant irreparable harm, and in the event of such disclosure, as an additional remedy, Tenant shall have the right to terminate this Lease upon giving 30 days written notice thereof to Landlord.

[SIGNATURES APPEAR ON NEXT PAGE]

Site Name: Red River
Site Number: 272935

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Lease as of the respective dates written below.

LANDLORD:

Glenn M. Salyer,
single

Signature: _____

Date: 11-4-08

TENANT:

American Towers, Inc.,
a Delaware Corporation d/b/a Delaware American Towers, Inc.

_____
Jason D. Hirsch
Vice President, Land Management
Date: 11/14/08

Site Name: Red River
Site Number: 272935

LANDOWNER:

STATE OF Ky
COUNTY OF Powell

I, a Notary Public of the County and State aforesaid, certify that Gleann Salyer came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 7th day of Nov, 2008.

Notary Public

[AFFIX NOTARY SEAL]

My commission expires: 8-20-2010

TENANT:

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF MIDDLESEX)

Then, on the 14th day of NOVEMBER, 20 08 personally appeared the said, Jason D. Hirsch of American Towers, Inc. as aforesaid, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed as Vice President, Land Management of American Towers, Inc. and the free act and deed of said corporation, before me.

ERIN E. FISCHER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 12, 2015

Notary Public
My Commission Expires: 3/12/2015

Site Name: Red River
Site Number: 272935

The following exhibits are attached hereto and incorporated herein:

Exhibit A	Description or Depiction of Property
Exhibit B	Description or Depiction of Site

Site Name: Red River
Site Number: 272935

EXHIBIT A

DESCRIPTION OR DEPICTION OF PROPERTY

The Property is described and/or depicted as follows:

A certain tract of land lying and being in Powell County, Kentucky, more particularly described as follows:

Beginning on the North side of the right of way of Rt #15 West of Stanton at the Walter Parks and Hall corner; thence in a Northerly direction with the Parks line and fence, thence continued on North with the Hall fence to a gate where the road comes over the hill, thence in an East direction up the hill with the fence approximately 172' to a 2' hickory tree in corner, thence North with the fence between the Hall bottoms and house tract following the fence to the W.Spencer line. Thence in a Northerly direction with the fence, thence continuing on to the Red River with the Burton line, thence following down the river to the right of way of Rt #15 where Hatton Creek empties into Red River; thence with the right of way of Rt #15 back to the point of beginning. Being 259 acres + or -, known as the Hall River bottoms, being sold by the boundary and not by the acre.

Being a part of the same property conveyed to R.C. Hall 2-25-1913, and of record in Deed Book 16, pages 430-434, Offices of the Powell County court Clerk. See also affidavit of descent of R.C. Hall, Deed Book 51, page 53; Affidavit of Descent of Mazie Hall, Deed Book 122, page 31; Will of Strother Hall III, Will Book 7, page 53; Will of James H. Hall, Will Book 8 pg 125; Affidavit of Descent of Kermit R. Hall, Deed Book 116, page 448, and will of Pauline Hodges, Will Book 8, page 525, Offices of the Powell County Court Clerk.

Site Name: Red River
Site Number: 272935

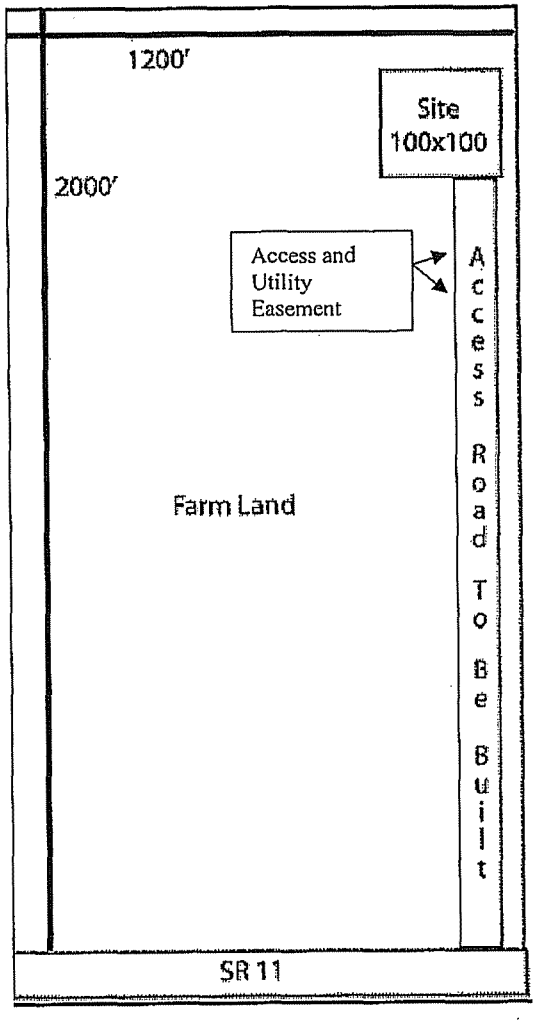
EXHIBIT B

DESCRIPTION OR DEPICTION OF SITE

Locations are approximate. Tenant may, at its option, replace this exhibit with a copy of the survey of the Site.

Site Sketch

N



Not To Scale

Exhibit J

(1) TAX MAP 20, PARCEL 117.41
GLENN M. SALYER
1499 MAPLE STREET
STANTON, KY 40380

(2) TAX MAP 20, PARCEL 117.00
DARRELL & JENNIFER BILLINGS
180 DOE VALLEY DRIVE
CLAY CITY, KY 40312

(3) TAX MAP 20, PARCEL 117.47
ROLAND L. & LORETTA MCINTOSH
398A CAUDILL ROAD
STANTON, KY 40380

(4) TAX MAP 20, PARCEL 117.40
JOHN L. & SHIRLEY H. ESTEP
PO BOX 746
STANTON, KY 40380

(5) TAX MAP 20, PARCEL 56.00
WILLIAM & PEGGY SPENCER
PO BOX 78
STANTON, KY 40380

(6) TAX MAP 20, PARCEL 117.01
JOHNNY & JANET CHARLES
1200 WEST COLLEGE AVENUE
STANTON, KY 40380

(7) POWELL COUNTY
BOARD OF EDUCATION
NO PVA INFORMATION

(8) TAX MAP 20, PARCEL 55.00
ALICE & LEON BURTON
325 HALLS LANE
STANTON, KY 40380

(9) TAX MAP 15P, PARCEL 13.00
RONALD & SHARON KNOX
1717 WOODY WARE ROAD
CLAY CITY, KY 40312

(10) TAX MAP 15P, PARCEL 14.00
WOODROW WARE
1800 WOODY WARE ROAD
CLAY CITY, KY 40312

(11) TAX MAP 15P, PARCEL 15.00
ROBERT BORN
274 LOWER HATCHER
STANTON, KY 40380

GENERAL NOTE:

ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF POWELL COUNTY, KY PROPERTY VALUATION ADMINISTRATION OFFICE ON 11/19/08. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESS DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES.

AMERICAN TOWER

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

5-19-09

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

SITE NAME: RED RIVER

SITE NUMBER: 252G0116

SITE ADDRESS: KY HWY 11
STANTON, POWELL CO., KY 40380

PROPERTY OWNER:
GLENN M. SALYER
1499 MAPLE STREET
STANTON, KY 40380

TAX MAP NUMBER: 20

PARCEL NUMBER: 117.41

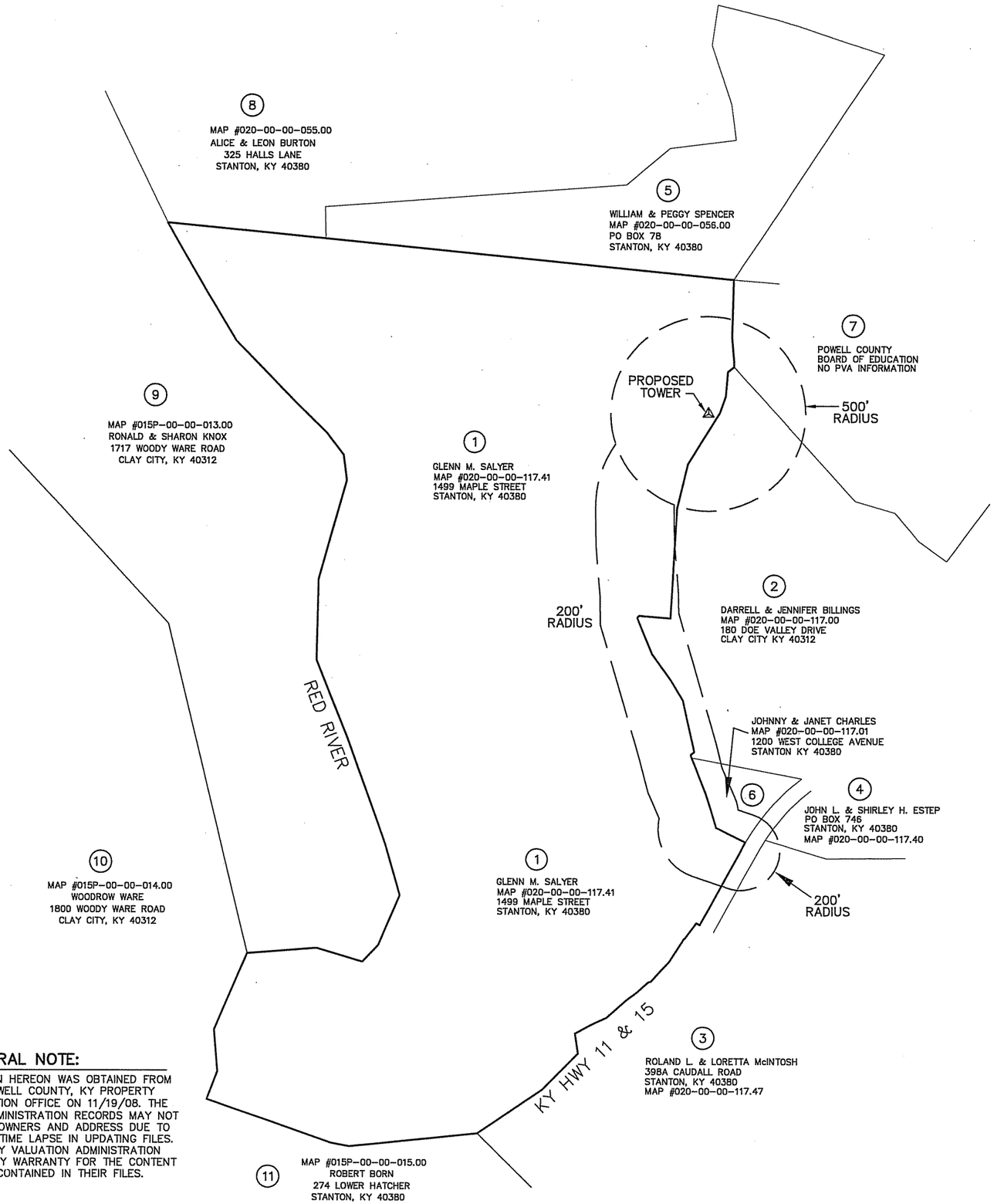
SOURCE OF TITLE: DEED BOOK 140, PAGE 472

LATITUDE: 37° 50' 49.526"N
LONGITUDE: 83° 52' 37.730"W

NO.	REVISION/ISSUE	DATE
1	ISSUE	12/17/08
2	ADD NEW BNDY LINE	3/10/09
3	REVISE LEASE AREA	5/15/09

TITLE: 500' RADIUS OWNER LIST

SHEET: C-1A



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APPROXIMATE
GRAPHIC SCALE

600 0 300 600

1 INCH = 600 FT.

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

AMERICAN TOWER

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

5-19-09

STATE OF KENTUCKY
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2	ADD NEW BNDY LINE	3/10/09
3	REVISE LEASE AREA	5/15/09

TITLE:
500' RADIUS
VICINITY MAP

SHEET:
C-1

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

Darrell & Jennifer Billings
180 Doe Valley Drive
Clay City, KY 40312

Via Certified Mail Return Receipt Requested

Dear Landowner:

American Towers, Inc and New Cingular Wireless PCS, LLC are 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 on KY Hwy 11, Stanton, Kentucky 40830. A map showing the location is attached. The proposed facility will include a 245 foot self-support tower, plus related ground facilities.

This notice is being sent to you because the Powell 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 2009-00215 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

Powell County Board of Education
691 Breckenridge Street
Stanton, KY 40380

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

Robert Born
274 Lower Hatcher
Stanton, KY 40380

Via Certified Mail Return Receipt Requested

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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

Alice & Leon Burton
325 Halls Lane
Stanton, KY 40380

Via Certified Mail Return Receipt Requested

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Sincerely,

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Counsel for New Cingular Wireless PCS, LLC

Enclosure

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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

Johnny & Janet Charles
1200 West College Ave
Stanton, KY 40380

Via Certified Mail Return Receipt Requested

Dear Landowner:

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17300 POLO FIELDS LANE
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756
FACSIMILE (502) 254-5717

Notice of Proposed Construction
Wireless Telecommunications Facility

John L. & Shirley H. Estep
P.O. Box 746
Stanton, KY 40380

Via Certified Mail Return Receipt Requested

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Enclosure

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17300 POLO FIELDS LANE
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756
FACSIMILE (502) 254-5717

Notice of Proposed Construction
Wireless Telecommunications Facility

Ronald & Sharon Knox
1717 Woody Ware Road
Clay City, KY 40312

Via Certified Mail Return Receipt Requested

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17300 POLO FIELDS LANE
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

Notice of Proposed Construction
Wireless Telecommunications Facility

Roland L. & Loretta McIntosh
398A Caudill Road
Stanton, KY 40380

Via Certified Mail Return Receipt Requested

Dear Landowner:

American Towers, Inc and New Cingular Wireless PCS, LLC are 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 on KY Hwy 11, Stanton, Kentucky 40830. A map showing the location is attached. The proposed facility will include a 245 foot self-support tower, plus related ground facilities.

This notice is being sent to you because the Powell 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 2009-00215 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

William & Peggy Spencer
P.O. Box 78
Stanton, KY 40380

Via Certified Mail Return Receipt Requested

Dear Landowner:

American Towers, Inc and New Cingular Wireless PCS, LLC are 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 on KY Hwy 11, Stanton, Kentucky 40830. A map showing the location is attached. The proposed facility will include a 245 foot self-support tower, plus related ground facilities.

This notice is being sent to you because the Powell 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 2009-00215 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

Woodrow Ware
1800 Woody Ware Road
Clay City, KY 40312

Via Certified Mail Return Receipt Requested

Dear Landowner:

American Towers, Inc and New Cingular Wireless PCS, LLC are 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 on KY Hwy 11, Stanton, Kentucky 40830. A map showing the location is attached. The proposed facility will include a 245 foot self-support tower, plus related ground facilities.

This notice is being sent to you because the Powell 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 2009-00215 in any correspondence.

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 Darren Farmer
Powell County Judge Executive
P.O. Box 506
Stanton, KY 40380

RE: Notice of Proposal to Construct Wireless Telecommunications Facility
Kentucky Public Service Commission--Case No. 2009-00215

Dear Judge Farmer:

American Towers, Inc. and New Cingular Wireless PCS, LLC are 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 KY 11, Stanton, Kentucky 40380. A map showing the location is attached. The proposed facility will include a 245 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 2009-00215 in any correspondence.

Sincerely,

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

Enclosure

Exhibit L

PUBLIC NOTICE

American Towers, Inc.
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 #2009-00215
in your correspondence.

PUBLIC NOTICE

American Towers, Inc.
proposes to construct a
telecommunications

TOWER

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

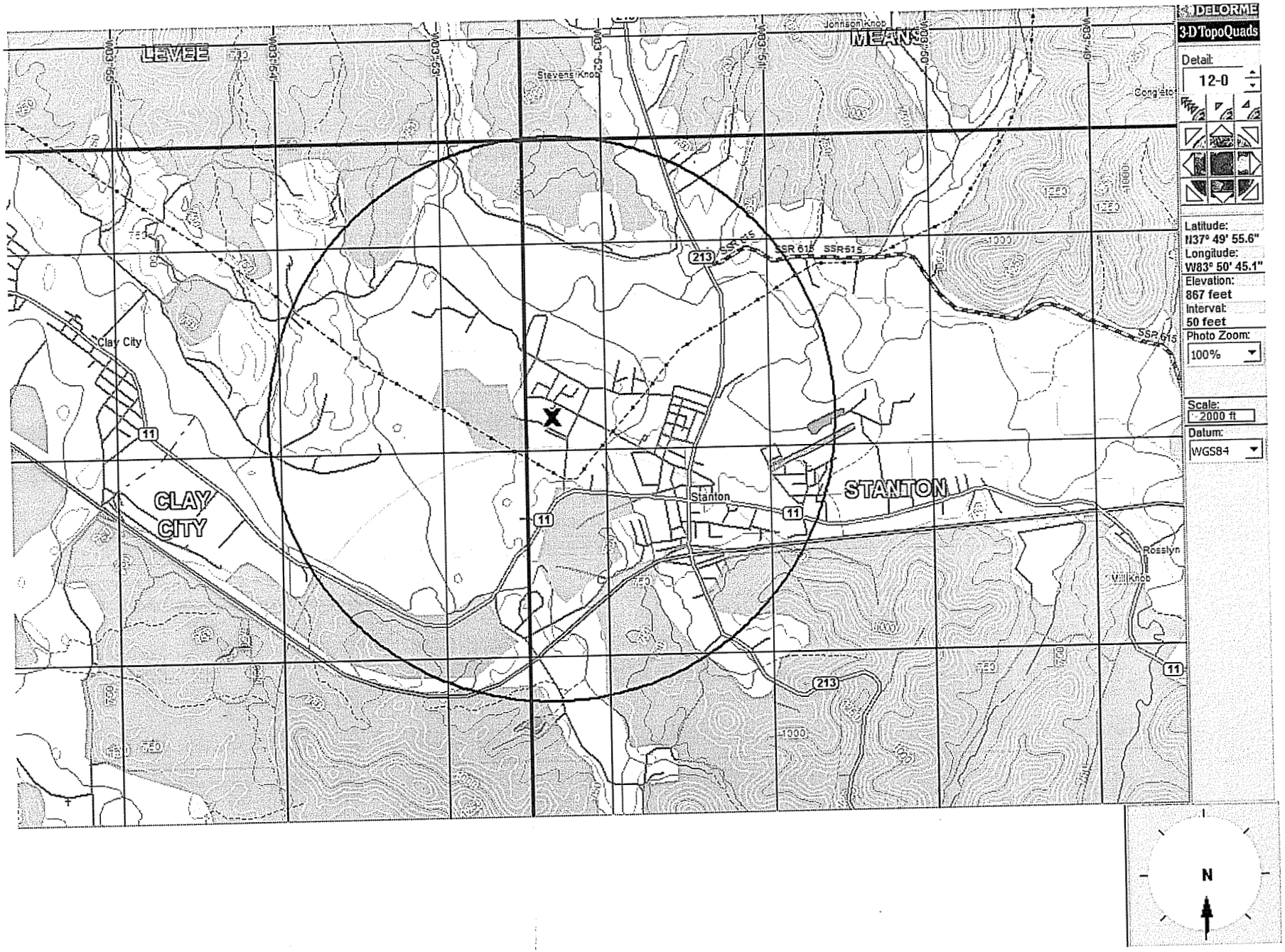
Briggs Law Office, PSC
17300 Polo Fields Lane
Louisville, KY 40245
(502) 254-9756

or

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

Please refer to Commission's
Case #2009-00215
in your correspondence.

Exhibit M



Red River Search Area

Exhibit N

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

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

June 15, 2009

To Whom It May Concern:

Dear Sir or Madam:

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

Sherri A Lewis
RF Design Engineer

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

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

June 15, 2009

To Whom It May Concern:

Dear Sir or Madam:

This letter is to state the need of the proposed AT&T site called Red River, to be located in Powell County, KY. The Red River site is necessary to improve call quality and service in central Powell County, KY area along the Mountain Parkway, Hwy 213, Hwy 11, in the town of Stanton, and the surrounding area. Currently customers in this area experience high dropped calls and poor call quality. With the addition of this site, the customers in this area of Powell County will experience improved reliability, better in-building coverage, and improved access to emergency 911 services.

Sherri A Lewis
RF Design Engineer

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

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

June 15, 2009

To Whom It May Concern:

Dear Sir or Madam:

This letter is to serve as documentation that the proposed AT&T site called Red River, to be located in Powell County, KY at Latitude 37-50-49.53 North, Longitude 083-52-37.73 West, has been designed, and will be built and operated in accordance with all applicable FCC and FAA regulations.

Sherri A Lewis
RF Design Engineer