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**PUBLIC SERVICE
COMMISSION**

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

In the Matter of:

APPLICATION OF NEW CINGULAR WIRELESS PCS, LLC)
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY TO CONSTRUCT)
A WIRELESS COMMUNICATIONS FACILITY NEAR)CASE: 2009-00256
INTERSECTION OF STATE ROUTE 840 AND U.S. 119)
HARLAN, HARLAN COUNTY, KENTUCKY, 40831)

SITE NAME: TUCKER (252G0119)

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

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

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

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

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

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

5. To address the above-described service needs, Applicant proposes to construct a WCF at near the intersection of U.S. 119 and State Route 840, Harlan, Kentucky 40831 (36° 51' 04.64" North Latitude, 83° 21' 38.07" West Longitude (NAD 83)), in an area entirely within Harlan County. The property in which the WCF will be located is currently owned by 1998 Murphy H. Green M.D. Trust (66.666%) & Steve Hendrickson (33.333%), pursuant to that Deed of record in Deed Book 404, Page 598 in the Office of the Harlan County Clerk. The proposed WCF will consist of a 195 foot monopole tower with an approximately 4-foot tall lightning arrestor attached to the top of the tower for a total height of 199 feet. The WCF will also include concrete foundations to accommodate the placement of a prefabricated equipment shelter. The WCF compound will be fenced and all access gates(s) will be secured. A detailed site

development plan and survey, signed and sealed by a professional land surveyor registered in Kentucky is attached as **Exhibit B**.

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

7. A geotechnical engineering report was performed at the WCF site by Terracon Consultants, of Louisville, Kentucky, dated April 6, 2009 and is attached as **Exhibit E**. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who prepared the report is included as part of the exhibit.

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

9. The Federal Aviation Administration Determination of No Hazard to Air Navigation is attached as **Exhibit G**. The Kentucky Airport Zoning Commission Approval of Application dated June 23, 2009 and is also attached as **Exhibit G**.

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

11. Based on the review of Federal Emergency Management Agency Flood Insurance Rate Maps, the licensed, professional land surveyor has noted in **Exhibit B** that the Flood Insurance Rate Map (FIRM) No. 21095C0276D dated August 16, 2006 indicates that the proposed WCF is not located within any flood hazard area.

12. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced. Project Manager for the site is Roy Johnson, of MPM, Inc.

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

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

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

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

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

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

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

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

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

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

LIST OF EXHIBITS

Exhibit A	Certificate of Authorization
Exhibit B	Site Development Plan and Survey
Exhibit C	Vertical Tower Profile
Exhibit D	Structural Design Report
Exhibit E	Geotechnical Engineering Report
Exhibit F	Competing Utilities List and Map of Like Facilities, General Area
Exhibit G	FAA Determination of No Hazard KAZC Approval
Exhibit H	FCC Documentation
Exhibit I	Directions to Site and Copy of Lease Agreement
Exhibit J	Notification Listing and Copy of Property Owner Notifications
Exhibit K	Copy of County Judge Executive Notice
Exhibit L	Copy of Posted Notices
Exhibit M	Map of Search Area
Exhibit N	Miscellaneous

Exhibit A

Commonwealth of Kentucky
Trey Grayson, Secretary of State

7/22/2008

Division of Corporations
Business Filings

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

Certificate of Authorization

Authentication Number: 67612

Jurisdiction: Kentucky

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

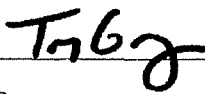
I, **Trey Grayson**, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State, **NEW CINGULAR WIRELESS PCS, LLC**

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

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

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





Trey Grayson
Secretary of State
Commonwealth of Kentucky
67612/0481848

Delaware

PAGE 1

The First State

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

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

2445544 8100

040770586



Harriet Smith Windsor
Harriet Smith Windsor, Secretary

AUTHENTICATION: 3434823

NAME TO BE SIGNED

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

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

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

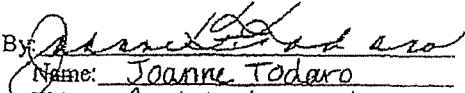
"FIRST: The name of the limited liability company is New Cingular Wireless PCS, LLC."
3. The Certificate of Amendment shall be effective at 7:30 p.m. EDT on October 26, 2004.

[Signature on following page]

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

AT&T WIRELESS PCS, LLC

By: Cingular Wireless LLC, its Manager

By: 
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

SITE PLAN NOTES

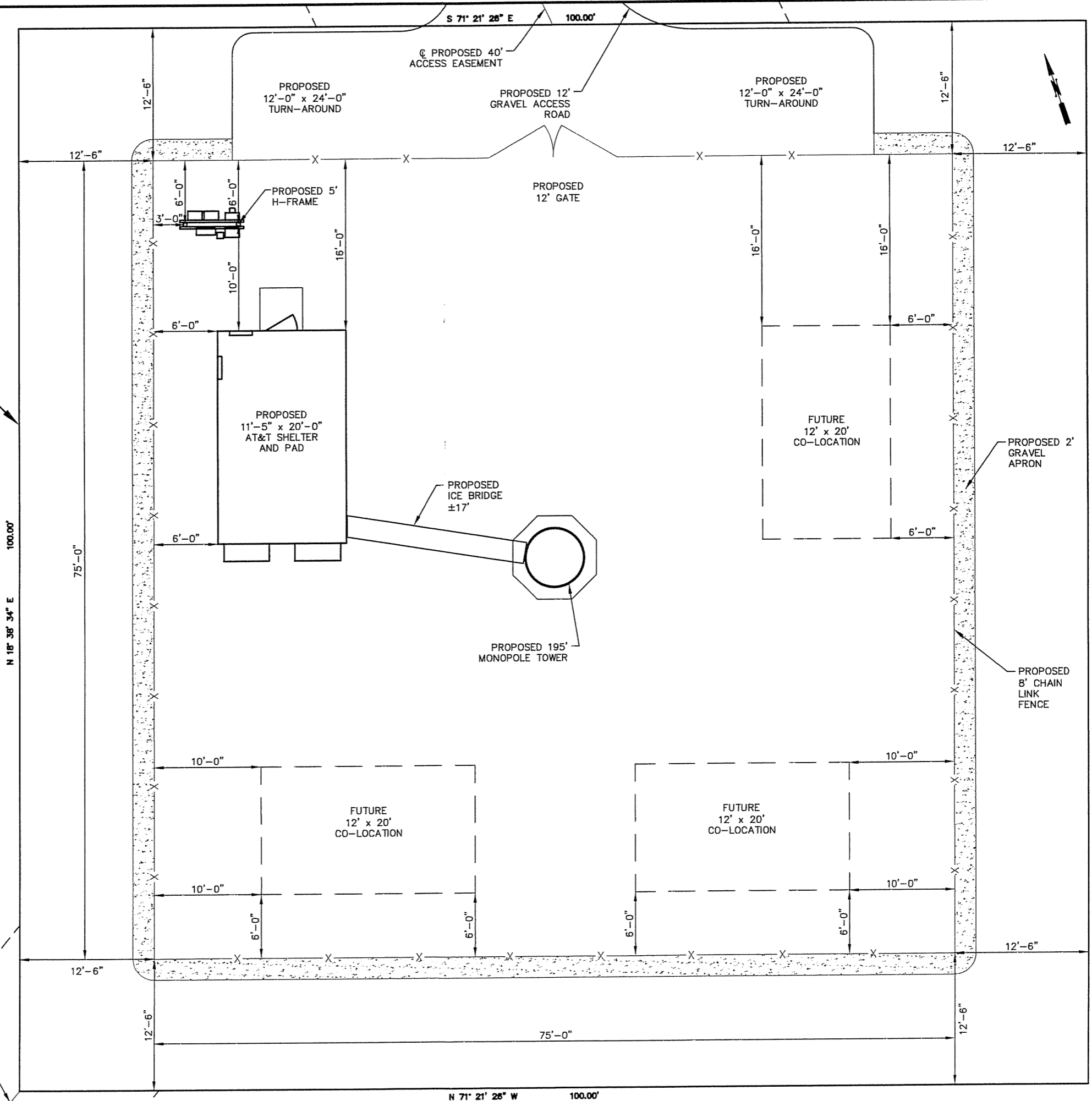
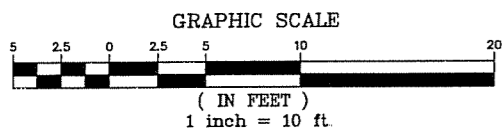
1. THE PROPOSED DEVELOPMENT IS FOR A 195' MONOPOLE TOWER AND MULTIPLE EQUIPMENT LOCATIONS. ITS LOCATION IS HIGHWAY 840, HARLAN, KY 40831.
2. THE TOWER WILL BE ACCESSED BY A PROPOSED STABILIZED DRIVE FROM AN EXISTING GRAVEL ROAD. WATER, SANITARY SEWER, AND WASTE COLLECTIONS SERVICES ARE NOT REQUIRED FOR THE PROPOSED DEVELOPMENT.
3. CENTERLINE OF PROPOSED TOWER GEOGRAPHIC LOCATIONS:
LATITUDE: 36° 51' 04.643"N 1837837.77 N
LONGITUDE: 83° 21' 38.070"W 2339474.89 E
4. REMOVE ALL VEGETATION, CLEAN AND GRUBB LEASE AREA (WHERE REQUIRED).
5. FINISH GRADING TO PROVIDE EFFECTIVE DRAINAGE WITH A SLOPE OF NO LESS THAN ONE EIGHTH INCH (1/8") PER FOOT FLOWING AWAY FROM EQUIPMENT FOR A MINIMUM DISTANCE OF SIX FEET (6') IN ALL DIRECTIONS.
6. LOCATE ALL U.G. UTILITIES PRIOR TO ANY CONSTRUCTION.
7. COMPOUND FINISHED SURFACE TO BE FENCED

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

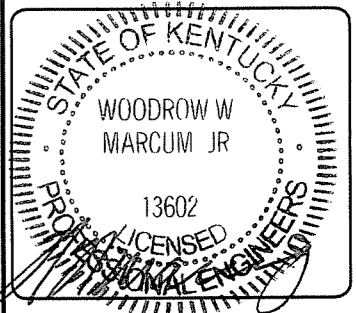
LEGEND

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

⊕ PROPOSED 20' UTILITY EASEMENT



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



SITE NAME: TUCKER
SITE ID NUMBER: 252G0119
SITE ADDRESS: HIGHWAY 840 HARLAN, KY 40831
LATITUDE: 36° 51' 04.643 N
LONGITUDE: 83° 21' 38.070" W
TAX MAP NUMBER: 57
PARCEL NUMBER: 12
SOURCE OF TITLE: DEED BOOK 404, PAGE 598
PROPERTY OWNER: 1998 MURPHY H. GREEN, M.D. TRUST & STEVE HENDRICKSON (33.334% INTEREST) PO BOX 982 HARLAN, KY 40831

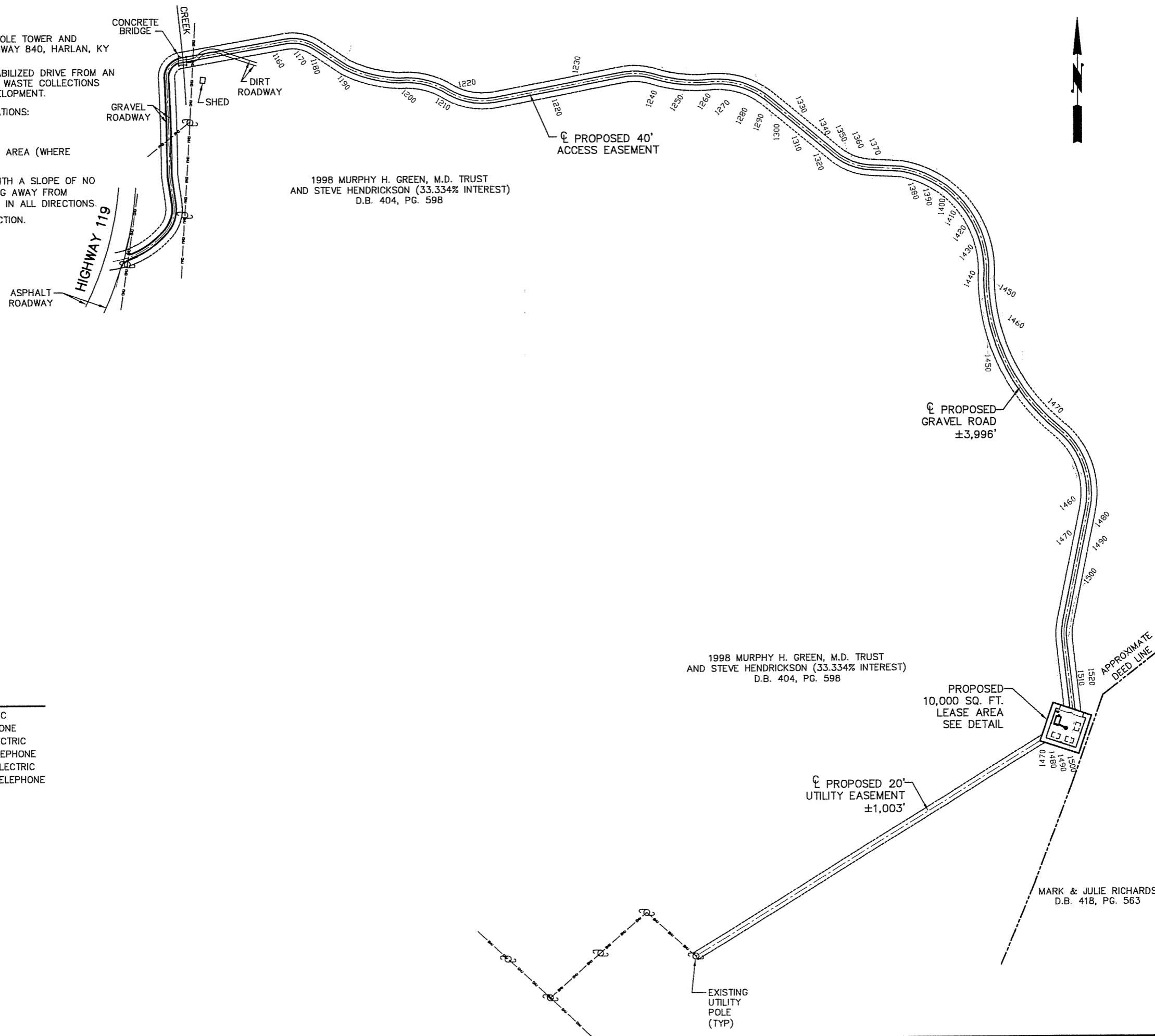
NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	06/19/09
2	ISSUE FOR ZONING	07/21/09

TITLE: **SITE LAYOUT**

SHEET: **Z-3**

SITE PLAN NOTES

1. THE PROPOSED DEVELOPMENT IS FOR A 195' MONOPOLE TOWER AND MULTIPLE EQUIPMENT LOCATIONS. ITS LOCATION IS HIGHWAY 840, HARLAN, KY 40831.
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 LONGITUDE: 83° 21' 38.070"W 2339474.89 E
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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

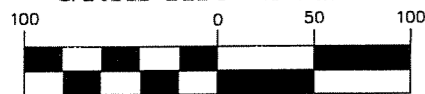


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 OR DIAL 811
 UTILITIES PROTECTION SERVICE
 NON-MEMBERS MUST CALL DIRECTLY

LEGEND

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

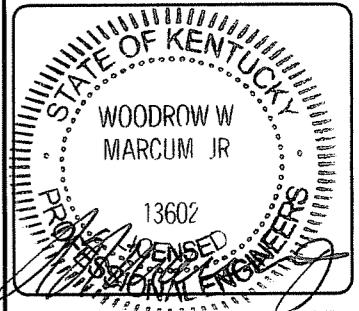
GRAPHIC SCALE



1 INCH = 100 FT.



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

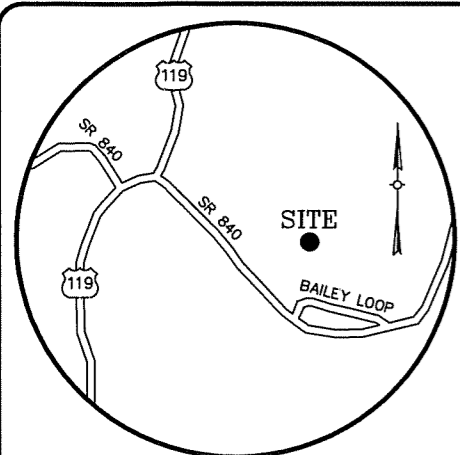


SITE NAME:	TUCKER
SITE ID NUMBER:	252G0119
SITE ADDRESS:	HIGHWAY 840 HARLAN, KY 40831
LATITUDE:	36° 51' 04.643 N
LONGITUDE:	83° 21' 38.070" W
TAX MAP NUMBER:	57
PARCEL NUMBER:	12
SOURCE OF TITLE:	DEED BOOK 404, PAGE 598
PROPERTY OWNER:	1998 MURPHY H. GREEN, M.D. TRUST & STEVE HENDRICKSON (33.334% INTEREST) PO BOX 982 HARLAN, KY 40831

NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	06/19/09
2	ISSUE FOR ZONING	07/21/09

TITLE:
OVERALL SITE LAYOUT

SHEET:
Z-2



LOCATION MAP
HARLAN, HARLAN CO., KY
NOT TO SCALE

LEGAL DESCRIPTIONS

THIS IS THE DESCRIPTION FOR AT&T, FOR AN AREA TO BE LEASED FROM A TRACT OF LAND CONVEYED TO 1998 MURPHY H. GREEN, M.D. TRUST AND STEVE HENDRICKSON (33.334% INTEREST) BY DEED OF RECORD IN DEED BOOK 404, PAGE 598 IN THE OFFICE OF THE COUNTY CLERK OF HARLAN COUNTY, KENTUCKY AND FURTHER DESCRIBED AS FOLLOWS:

DESCRIPTION OF PROPOSED LEASE AREA AND EASEMENT

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

BEGINNING AT A FOUND #4 REBAR WITH DAMAGED CAP IN THE EAST PROPERTY LINE OF A TRACT OF LAND CONVEYED TO 1998 MURPHY H. GREEN, M.D. TRUST AND STEVE HENDRICKSON (33.334% INTEREST) BY DEED OF RECORD IN DEED BOOK 404, PAGE 598 IN THE OFFICE OF THE COUNTY CLERK OF HARLAN COUNTY, KENTUCKY; THENCE S29°19'44"W, 58.58 FEET TO A SET REBAR #5 REBAR WITH CAP STAMPED "J CHARLES #3152" HEREAFTER REFERRED TO AS SET REBAR AT THE TRUE POINT OF BEGINNING; THENCE WITH THE PROPOSED LEASE AREA THE NEXT FOUR CALLS, S18°38'34"W, 100.00 FEET TO A SET REBAR; THENCE N71°21'26"W, 100.00 FEET TO A SET REBAR; THENCE N18°38'34"E, 100.00 FEET TO A SET REBAR; THENCE S71°21'26"E, 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10,000 SQUARE FEET.

ALSO, THE RIGHT TO USE FOR ACCESS FOR THE ABOVE DESCRIBED LEASE AREA, A 40 FOOT WIDE EASEMENT THE CENTERLINE DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND #4 REBAR WITH DAMAGED CAP IN THE EAST PROPERTY LINE OF A TRACT OF LAND CONVEYED TO 1998 MURPHY H. GREEN, M.D. TRUST AND STEVE HENDRICKSON (33.334% INTEREST) BY DEED OF RECORD IN DEED BOOK 404, PAGE 598 IN THE OFFICE OF THE COUNTY CLERK OF HARLAN COUNTY, KENTUCKY; THENCE S29°19'44"W, 58.58 FEET TO A POINT; THENCE N71°21'26"W, 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE WITH SAID EASEMENT CENTERLINE THE FOLLOWING 25 CALLS, N06°40'01"W, 170.85 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING OF N02°20'50"E, 47.00 FEET TO A POINT; THENCE N11°21'41"E, 282.49 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 207.55 FEET AND A CHORD BEARING OF N19°07'43"W, 214.52 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 490.78 FEET AND A CHORD BEARING OF N25°29'05"W, 411.21 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 256.06 FEET AND A CHORD BEARING OF N37°33'32"W, 345.40 FEET TO A POINT; THENCE N86°54'16"W, 63.52 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 158.09 FEET AND A CHORD BEARING OF N70°26'02"W, 107.07 FEET TO A POINT; THENCE N50°41'18"W, 204.58 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 355.56 FEET AND A CHORD BEARING OF N73°14'36"W, 168.73 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 155.38 FEET AND A CHORD BEARING OF N82°23'26"W, 134.89 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 327.58 FEET AND A CHORD BEARING OF N75°46'05"W, 137.35 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING OF N78°10'52"W, 74.83 FEET TO A POINT; THENCE S79°50'48"W, 268.18 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 43.58 FEET AND A CHORD BEARING OF S29°56'03"W, 58.14 FEET TO A POINT; THENCE S02°26'58"E, 104.47 FEET TO A POINT; THENCE S01°03'45"E, 132.24 FEET TO A POINT; THENCE S08°17'26"E, 67.39 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 87.28 FEET AND A CHORD BEARING OF S14°47'07"W, 70.11 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 213.32 FEET AND A CHORD BEARING OF S60°32'44"W, 151.82 FEET TO THE TERMINATION OF SAID EASEMENT CENTERLINE IN THE EXISTING CENTERLINE OF HIGHWAY 119.

ALSO, THE RIGHT TO USE FOR UTILITIES FOR THE ABOVE DESCRIBED LEASE AREA, A 20 FOOT WIDE EASEMENT THE CENTERLINE DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND #4 REBAR WITH DAMAGED CAP IN THE EAST PROPERTY LINE OF A TRACT OF LAND CONVEYED TO 1998 MURPHY H. GREEN, M.D. TRUST AND STEVE HENDRICKSON (33.334% INTEREST) BY DEED OF RECORD IN DEED BOOK 404, PAGE 598 IN THE OFFICE OF THE COUNTY CLERK OF HARLAN COUNTY, KENTUCKY; THENCE S29°19'44"W, 58.58 FEET TO A POINT; THENCE S18°38'34"W, 100.00 FEET TO A POINT; THENCE N71°21'26"W, 100.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE WITH SAID EASEMENT CENTERLINE, S58°09'35"W, 1002.69 FEET TO THE TERMINATION OF SAID EASEMENT CENTERLINE IN AN EXISTING UTILITY POLE.

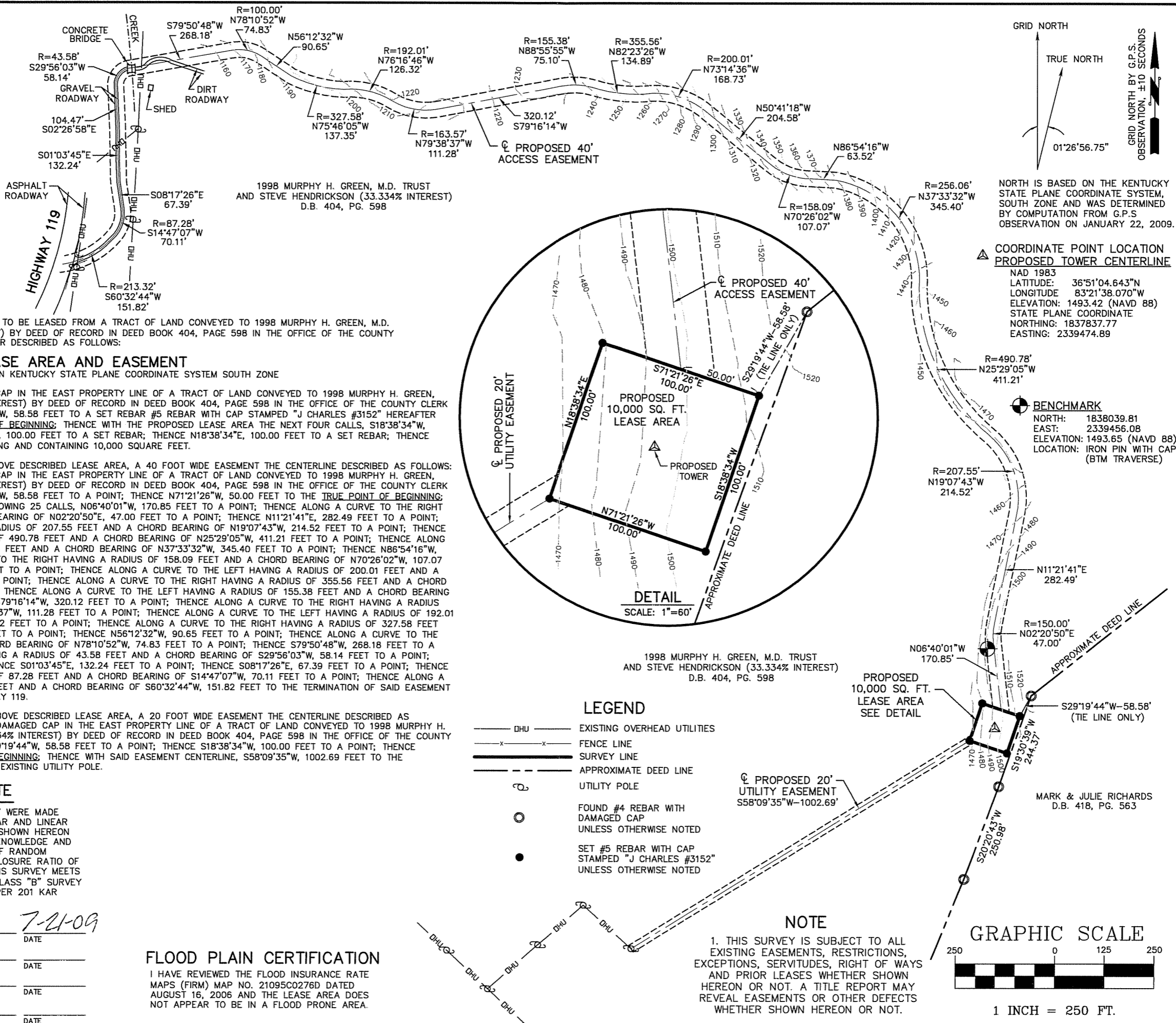
LAND SURVEYOR'S CERTIFICATE

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 7-21-09
 OWNER APPROVAL DATE
 OWNER APPROVAL DATE
 AT&T APPROVAL DATE

FLOOD PLAIN CERTIFICATION

I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 21095C0276D DATED AUGUST 16, 2006 AND THE LEASE AREA DOES NOT APPEAR TO BE IN A FLOOD PRONE AREA.



LEGEND

- DHU ——— EXISTING OVERHEAD UTILITIES
- x-x- FENCE LINE
- SURVEY LINE
- - - - APPROXIMATE DEED LINE
- ⊙ UTILITY POLE
- FOUND #4 REBAR WITH DAMAGED CAP UNLESS OTHERWISE NOTED
- SET #5 REBAR WITH CAP STAMPED "J CHARLES #3152" UNLESS OTHERWISE NOTED

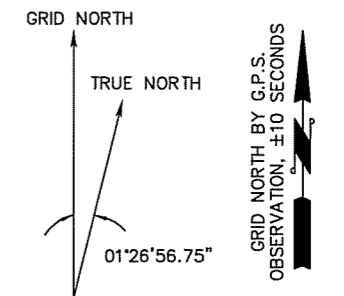
NOTE

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

GRAPHIC SCALE



1 INCH = 250 FT.



NORTH IS BASED ON THE KENTUCKY STATE PLANE COORDINATE SYSTEM, SOUTH ZONE AND WAS DETERMINED BY COMPUTATION FROM G.P.S OBSERVATION ON JANUARY 22, 2009.

COORDINATE POINT LOCATION PROPOSED TOWER CENTERLINE

NAD 1983
 LATITUDE: 36°51'04.643"N
 LONGITUDE: 83°21'38.070"W
 ELEVATION: 1493.42 (NAVD 88)
 STATE PLANE COORDINATE
 NORTHING: 1837837.77
 EASTING: 2339474.89

BENCHMARK

NORTH: 1838039.81
 EAST: 2339456.08
 ELEVATION: 1493.65 (NAVD 88)
 LOCATION: IRON PIN WITH CAP (BTM TRAVERSE)

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: TUCKER

SITE I.D.: 252G0119

SITE ADDRESS: HIGHWAY 840
 HARLAN, HARLAN CO., KY 40831

LEASE AREA: 10,000 SQ. FT.

PROPERTY OWNER:
 1998 MURPHY H. GREEN, M.D. TRUST & STEVE HENDRICKSON (33.334% INTEREST)
 PO BOX 982
 HARLAN, KY 40831

TAX MAP NUMBER: 57

PARCEL NUMBER: 12

SOURCE OF TITLE: DEED BOOK 404, PAGE 598

LATITUDE: 36° 51' 04.643"N
 LONGITUDE: 83° 21' 38.070"W

NO.	REVISION/ISSUE	DATE

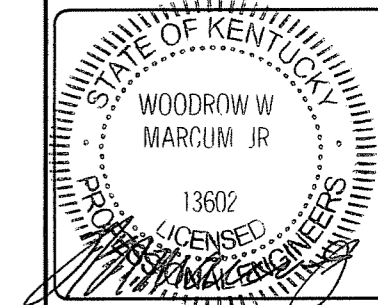
TITLE: COMMUNICATIONS SITE SURVEY

SHEET: C-2

Exhibit C



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



SITE NAME: TUCKER

SITE ID NUMBER: 252G0119

SITE ADDRESS: HIGHWAY 840
 HARLAN, KY 40831

LATITUDE: 36° 51' 04.643 N
 LONGITUDE: 83° 21' 38.070 W

TAX MAP NUMBER: 57

PARCEL NUMBER: 12

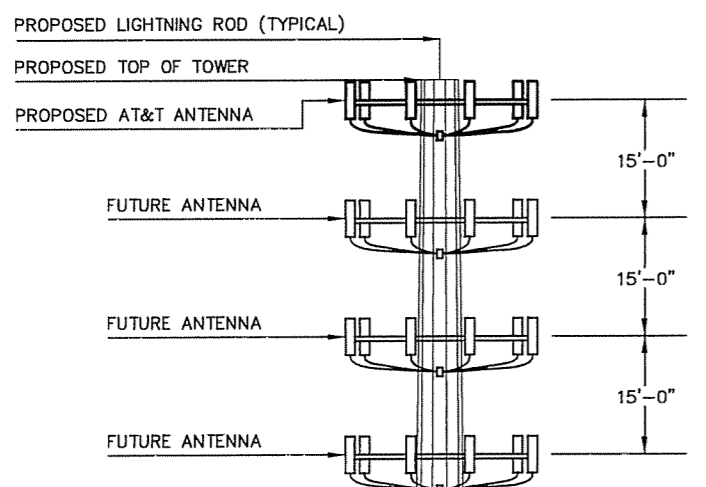
SOURCE OF TITLE:
 DEED BOOK 404, PAGE 598

PROPERTY OWNER:
 1998 MURPHY H. GREEN, M.D.
 TRUST & STEVE HENDRICKSON
 (33.334% INTEREST)
 PO BOX 982
 HARLAN, KY 40831

NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	06/19/09
2	ISSUE FOR ZONING	07/21/09

TITLE:
EAST & WEST ELEVATIONS

SHEET:
Z-5

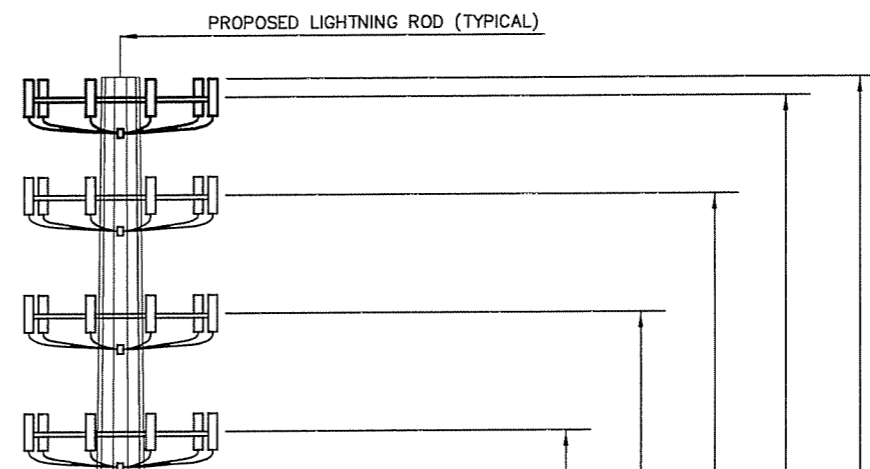


NOTE:
 THE ELEVATIONS SHOWN ON THIS SHEET ARE FOR PICTORIAL PURPOSES ONLY. THIS DESIGN WAS PROVIDED BY OTHERS. REFER TO TOWER PLANS FOR TOWER DESIGN.

TOWER TO BE OF GALVANIZED FINISH

FENCE

EAST ELEVATION
 NOT TO SCALE



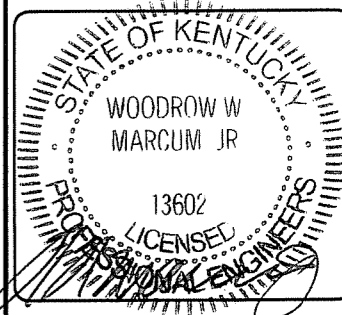
TOWER TO BE OF GALVANIZED FINISH

FENCE

WEST ELEVATION
 NOT TO SCALE



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



SITE NAME: TUCKER

SITE ID NUMBER: 252G0119

SITE ADDRESS: HIGHWAY 840
 HARLAN, KY 40831

LATITUDE: 36° 51' 04.643 N
 LONGITUDE: 83° 21' 38.070 W

TAX MAP NUMBER: 57

PARCEL NUMBER: 12

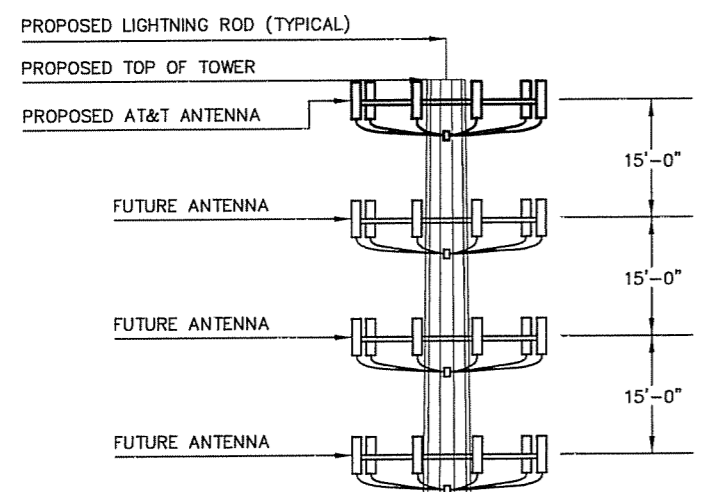
SOURCE OF TITLE:
 DEED BOOK 404, PAGE 598

PROPERTY OWNER:
 1998 MURPHY H. GREEN, M.D.
 TRUST & STEVE HENDRICKSON
 (33.334% INTEREST)
 PO BOX 982
 HARLAN, KY 40831

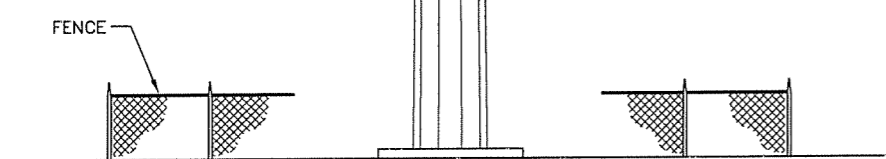
NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	06/19/09
2	ISSUE FOR ZONING	07/21/09

TITLE:
 NORTH & SOUTH ELEVATIONS

SHEET:
 Z-4

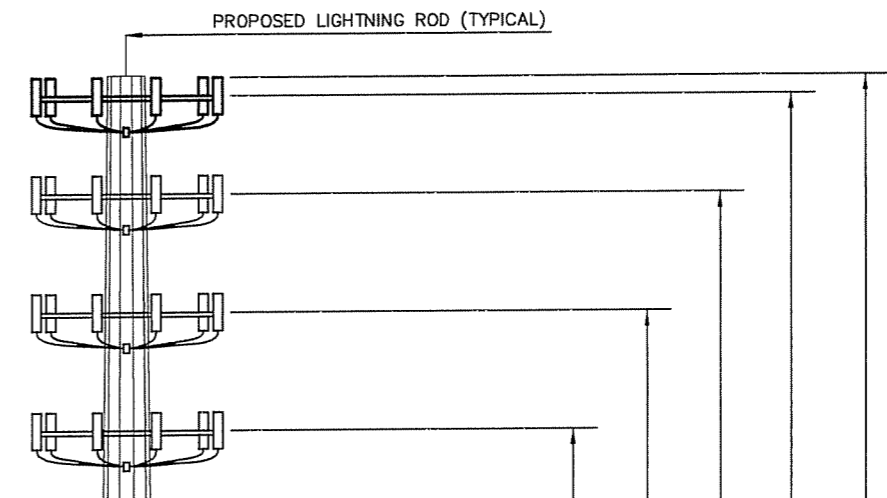


TOWER TO BE OF GALVANIZED FINISH

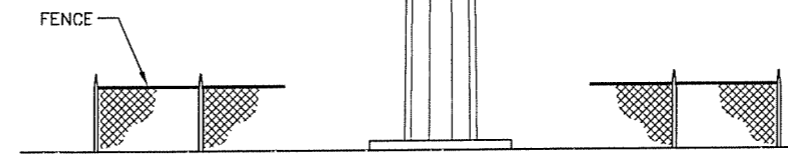


NORTH ELEVATION
 NOT TO SCALE

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



TOWER TO BE OF GALVANIZED FINISH



SOUTH ELEVATION
 NOT TO SCALE

Exhibit D



Structural Design Report
195' Monopole
located at: Tucker, KY

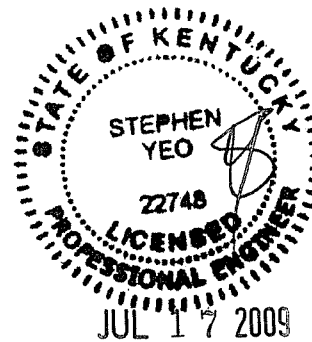
prepared for: NSORO LLC
by: Sabre Towers & Poles™

Job Number: 10-07084

July 16, 2009

Monopole Profile.....	1
Foundation Design Summary (Option 1).....	2
Foundation Design Summary (Option 2).....	3
Pole Calculation.....	C1-C6
Foundation Calculations.....	A1-A13

Monopole by HAC
 Foundation by NSS
 Approved by [Signature]



POLE SPECIFICATIONS	
POLE HEIGHT	194.00 FEET
TAPER	.1935 IN/FT
POLE SHAPE	18 SIDED POLYGON
ORIENTATION	FLAT-FLAT

Lev	Qty	Elev ft.	Future	DESCRIPTION / APPURTENANCE / ANTENNA
1	1	190.00		12' LP Platform with Handrail (R)
	12	190.00		DBXLH-9090C-R2M.
	12	190.00	F	TMA
2	1	175.00	F	12' Low Profile Platform (R)
	12	175.00	F	DBB54DG85ESX
3	1	160.00	F	12' Low Profile Platform (R)
	12	160.00	F	DBB54DG85ESX

Load Case DESCRIPTION	Wind (mph)	OLF Vert	Rad. Ice	Factors Gust	Cf	Wind (psf)
1) 3s Gusted Wind	90.0	1.20		1.10	.65	34.7
2) 3s Gusted Wind 0.9	90.0	.90		1.10	.65	34.7
3) 3s Gusted Wind&Ice	30.0	1.20	.75	1.10	1.20	2.4
4) Service Loads	60.0	1.00		1.10	.65	8.6

Load Case DESCRIPTION	Res. Axial (kips)	Base Shear (kips)	React. Mom (ft-k)	Disp. DEF. (ft)	Top SWAY (deg)
1) 3s Gusted Wind	41.7	21.3	2885	20.0	11.96
2) 3s Gusted Wind 0.9	31.5	21.3	2795	19.1	11.34
3) 3s Gusted Wind&Ice	64.2	2.6	364	2.6	1.54
4) Service Loads	33.9	5.3	710	4.9	2.92

Sec	LENGTH (ft)	Flat-Flat TOPØ	Flat-Flat BOTØ	THICK (in)	WEIGHT (lbs)	STEEL SPEC	FINISH
1	46.75	16.00	25.05	.1875	2200	A572-65	Galv
2	53.50	24.04	34.39	.2500	4500	A572-65	Galv
3	53.50	33.07	43.42	.3125	7300	A572-65	Galv
4	53.25	41.74	52.04	.3125	10500	A572-65	Galv
					TOTAL	24500	
ABolt Cluster	BoltØ	HoleØ					
AB	84.00	2.25	2.625		1700	A615-75	Galv-18"

- 1) FULL HEIGHT STEP BOLTS
- 2) ANTENNA FEED LINES RUN INSIDE POLE
- 3) THE MONOPOLE WAS DESIGNED IN ACCORDANCE WITH ANSI/TIA-222-G, STRUCTURE CLASS II, EXPOSURE CATEGORY B, TOPOGRAPHIC CATEGORY 1.



NSORO LLC

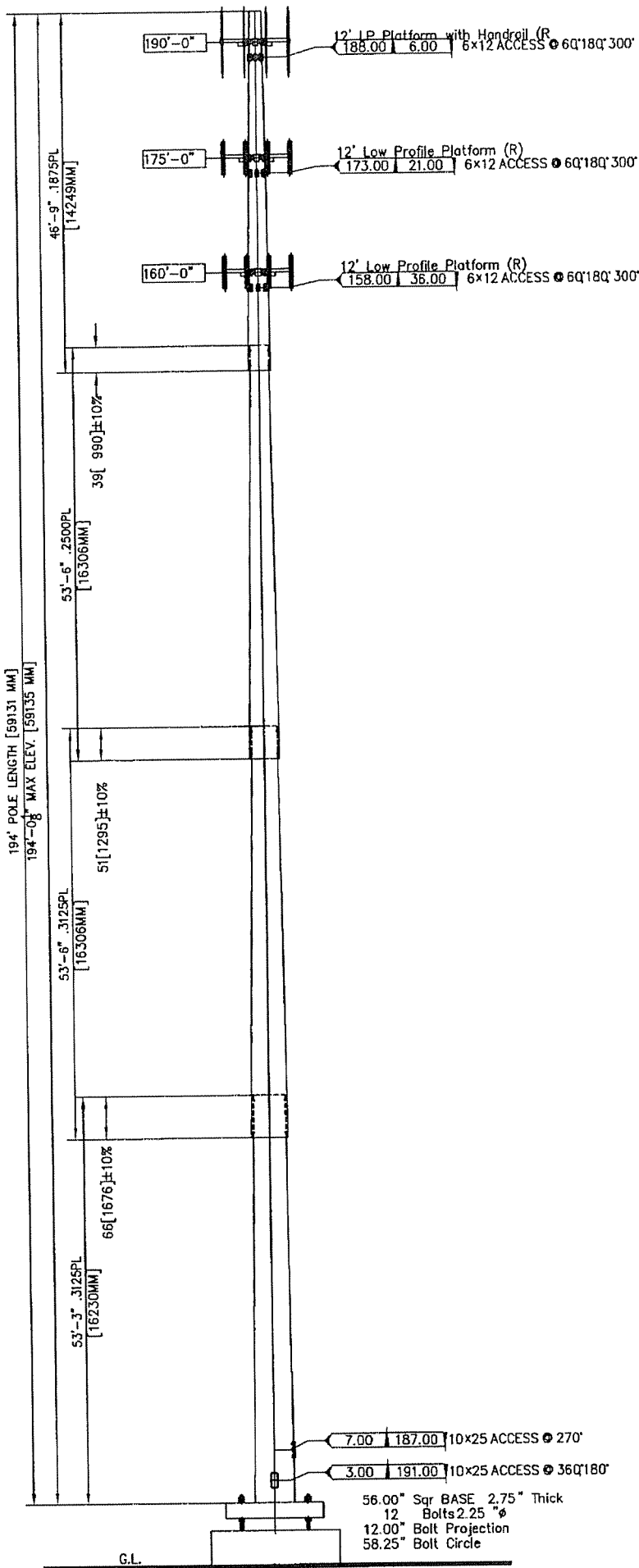
Tucker, KY

195.00 MONOPOLE



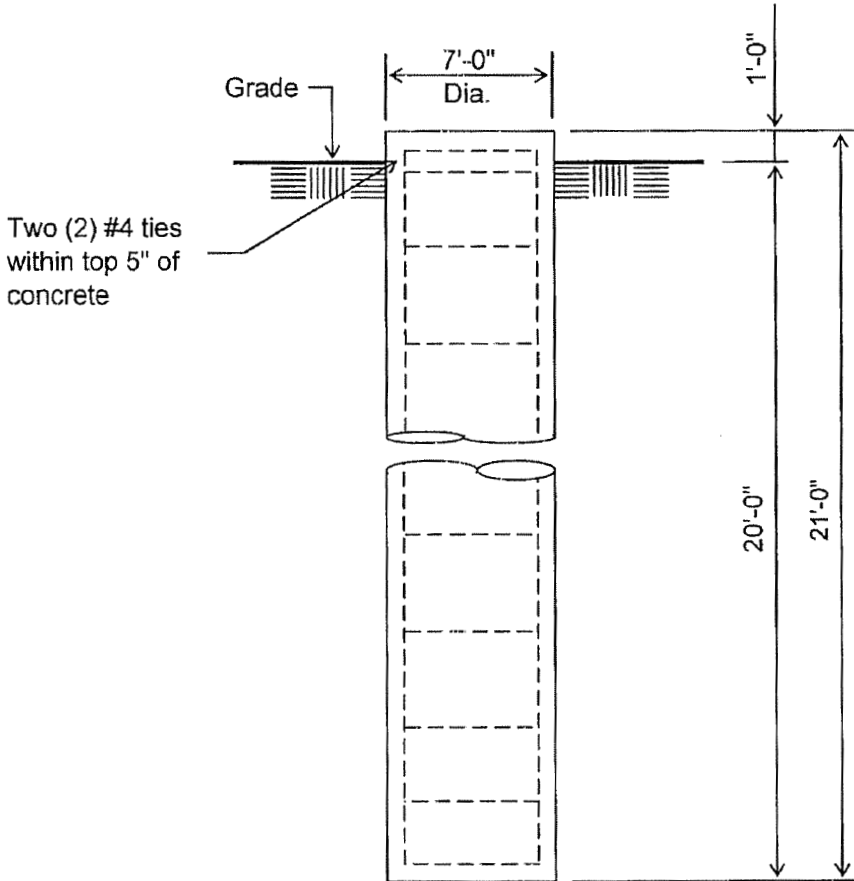
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DATE	13Jul09	SIZE	A	DRAWING NO.	10-07084-PE	REV	
DRAWN BY	-	REFERENCE DRAWING		SCALE	N.T.S.	PAGE	1
CHECKED BY	HAC						



Customer: NSORO LLC
Site: Tucker, KY

195' Monopole at
 90 mph Wind with no ice and 30 mph Wind with 0.75 in. Ice per ANSI/TIA-222-G-2005.
 Antenna Loading per Page 1



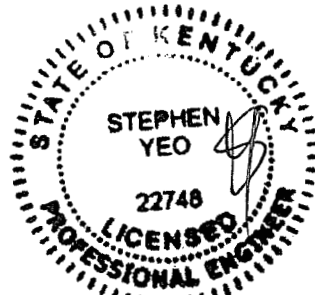
Notes:

- 1). Concrete shall have a minimum 28-day compressive strength of 4000 PSI, in accordance with ACI 318-05.
- 2). Rebars to conform to ASTM specification A615 Grade 60.
- 3). All rebar to have a minimum of 3" concrete cover.
- 4). All exposed concrete corners to be chamfered 3/4".
- 5). The foundation design is based on the geotechnical report by Terracon; Project # 57097300; 04/06/09
- 6). See the geotechnical report for drilled pier installation requirements, if specified.
- 7). The foundation is based on the following factored loads:
 Moment (kip-ft) = 2885.83
 Axial (kips) = 41.657
 Shear (kips) = 21.295

ELEVATION VIEW

(29.93 Cu. Yds. each)

(1 REQUIRED; NOT TO SCALE)



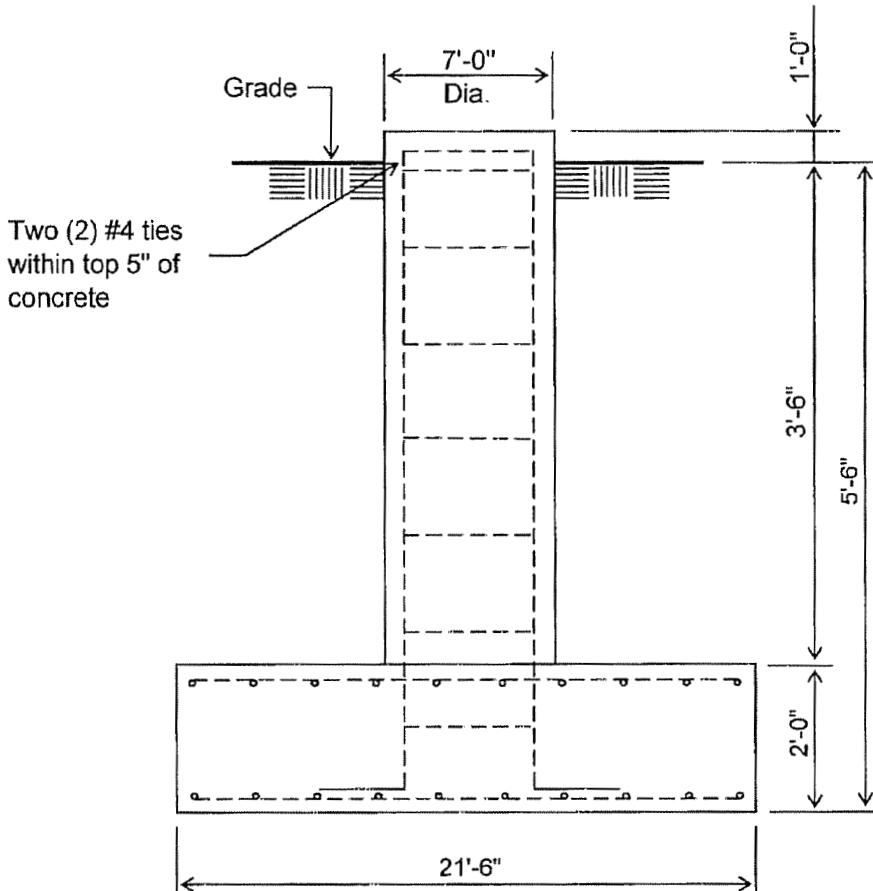
JUL 17 2009

Rebar Schedule per Pier	
Pier	(36) #8 vertical rebar w/#4 ties, two within top 5" of pier then 12" C/C

Customer: NSORO LLC

Site: Tucker, KY

195' Monopole at
90 mph Wind with no ice and 30 mph Wind with 0.75 in. Ice per ANSI/TIA-222-G-2005.
Antenna Loading per Page 1



ELEVATION VIEW
(40.65 Cu. Yds. each)
(1 REQUIRED; NOT TO SCALE)

Notes:

- 1). Concrete shall have a minimum 28-day compressive strength of 4000 PSI, in accordance with ACI 318-05
- 2). Rebar to conform to ASTM specification A615 Grade 60.
- 3). All rebar to have a minimum of 3" concrete cover.
- 4). All exposed concrete corners to be chamfered 3/4".
- 5). The foundation design is based on the geotechnical report by Terracon; Project # 57097300; 04/06/09
- 6). See the geotechnical report for compaction requirements, if specified.
- 7). The foundation is based on the following factored loads:
Moment (kip-ft) = 2885.83
Axial (kips) = 41.657
Shear (kips) = 21.295



Rebar Schedule per Pad and Pier	
Pier	(36) #8 vertical rebar w/hooks at bottom w/#4 ties, two within top 5" of top of pier then 12" C/C
Pad	(22) #8 horizontal rebar evenly spaced each way top and bottom (88 Total)

SABRE COMMUNICATIONS CORP
 2101 Murray Street
 Sioux City, IA 51101

JOB: 10-07084
NSORO LLC
Tucker, KY

13-Jul-09 15:41
 Ph 712.258.6690
 Fx 712.258.8250

TOP DIAMETER 16.00 in. [16.25 in. Point-Point]
 BOTTOM DIAMETER 52.04 in. [52.84 in. Point-Point]
 POLE HEIGHT 194.00 ft. 18 SIDED FLAT ORIENTATION
 BASE HEIGHT 1.00 ft. ABOVE GROUND
 E-MODULUS 29000 ksi [12000 ksi SHEAR MODULUS]

APPURTENANCES

ATTACH POINTS:	NO.	X,ft	Qty	Description	Status
	1	190.00	1	12' LP Platform with Handrail (R)	Initial Appurt
	2	175.00	1	12' Low Profile Platform (R)	Future Appurt
	3	160.00	1	12' Low Profile Platform (R)	Future Appurt

Some wind forces may have been derived from full-scale wind tunnel tests.

Pole Section	Bottom X,ft.	Thick in.	Connect Type	LAP in.	Taper in/ft	Length ft.	Weight lbs	Steel Spec	Pole Finish
1	46.75	.18750	SLIP-JNT	39.	.1935	46.75	1925	A572-65	GALVANIZE
2	97.00	.25000	SLIP-JNT	51.	.1935	53.50	4184	A572-65	GALVANIZE
3	146.25	.31250	SLIP-JNT	66.	.1935	53.50	6849	A572-65	GALVANIZE
4	194.00	.31250	C-WELD		.1935	53.25	8370	A572-65	GALVANIZE

SECTION PROPERTIES

X,ft	UP,ft	D,in	T,in	Area in ²	Iz in ⁴	IxIy in ⁴	SxSy in ³	w/t	d/t	F _y (ksi)	
194.00	.00	16.00	.1875	9.41	594	297	36.6	13.28	85.3	65.00	TOP
190.00	4.00	16.77	.1875	9.87	686	343	40.3	14.01	89.5	65.00	P01
185.00	9.00	17.74	.1875	10.45	814	407	45.2	14.92	94.6	65.00	
180.00	14.00	18.71	.1875	11.02	954	477	50.2	15.83	99.8	65.00	
175.00	19.00	19.68	.1875	11.60	1112	556	55.7	16.74	104.9	65.00	P02
170.00	24.00	20.64	.1875	12.17	1286	643	61.3	17.65	110.1	65.00	
165.00	29.00	21.61	.1875	12.75	1478	739	67.4	18.56	115.3	65.00	
160.00	34.00	22.58	.1875	13.33	1686	843	73.5	19.47	120.4	65.00	P03
155.00	39.00	23.55	.1875	13.90	1916	958	80.1	20.38	125.6	65.00	
150.50	43.50	24.42	.1875	14.42	2138	1069	86.2	21.20	130.2	65.00	Slip-B01
147.25	46.75	24.67	.2500	19.38	2918	1459	116.5	15.64	98.7	65.00	Slip-T02
142.25	51.75	25.64	.2500	20.15	3280	1640	126.0	16.32	102.6	65.00	
137.25	56.75	26.61	.2500	20.91	3670	1835	135.8	17.00	106.4	65.00	
132.25	61.75	27.57	.2500	21.68	4090	2045	146.1	17.68	110.3	65.00	
127.25	66.75	28.54	.2500	22.45	4538	2269	156.6	18.37	114.2	65.00	
122.25	71.75	29.51	.2500	23.22	5020	2510	167.5	19.05	118.0	65.00	
117.25	76.75	30.48	.2500	23.98	5536	2768	178.9	19.73	121.9	65.00	
112.25	81.75	31.44	.2500	24.75	6084	3042	190.5	20.41	125.8	65.00	
107.25	86.75	32.41	.2500	25.52	6668	3334	202.6	21.10	129.6	65.00	
102.25	91.75	33.38	.2500	26.29	7288	3644	215.0	21.78	133.5	65.00	
101.25	92.75	33.57	.2500	26.44	7416	3708	217.5	21.92	134.3	65.00	Slip-B02
97.00	97.00	33.89	.3125	33.31	9490	4745	275.7	17.36	108.5	65.00	Slip-T03
92.00	102.00	34.86	.3125	34.27	10334	5167	291.9	17.91	111.6	65.00	
87.00	107.00	35.83	.3125	35.23	11226	5613	308.6	18.45	114.7	65.00	
82.00	112.00	36.80	.3125	36.19	12168	6084	325.7	19.00	117.8	65.00	
77.00	117.00	37.76	.3125	37.15	13162	6581	343.2	19.55	120.8	65.00	
72.00	122.00	38.73	.3125	38.11	14208	7104	361.3	20.09	123.9	65.00	
67.00	127.00	39.70	.3125	39.07	15308	7654	379.7	20.64	127.0	65.00	
62.00	132.00	40.67	.3125	40.03	16466	8233	398.7	21.18	130.1	65.00	
57.00	137.00	41.63	.3125	40.98	17678	8839	418.1	21.73	133.2	65.00	
53.25	140.75	42.36	.3125	41.70	18624	9312	433.0	22.14	135.6	65.00	Slip-B03
48.25	145.75	42.70	.3125	42.04	19084	9542	440.1	22.33	136.6	65.00	
47.75	146.25	42.80	.3125	42.14	19216	9608	442.2	22.39	137.0	65.00	Slip-T04
42.75	151.25	43.77	.3125	43.10	20560	10280	462.6	22.93	140.1	65.00	
37.75	156.25	44.73	.3125	44.06	21962	10981	483.5	23.48	143.1	65.00	
32.75	161.25	45.70	.3125	45.02	23430	11715	504.9	24.02	146.2	65.00	
27.75	166.25	46.67	.3125	45.98	24960	12480	526.7	24.57	149.3	65.00	
22.75	171.25	47.64	.3125	46.94	26554	13277	549.0	25.12	152.4	65.00	
17.75	176.25	48.60	.3125	47.90	28216	14108	571.7	25.66	155.5	65.00	
12.75	181.25	49.57	.3125	48.86	29946	14973	594.9	26.21	158.6	65.00	
7.75	186.25	50.54	.3125	49.82	31746	15873	618.6	26.75	161.7	65.00	
2.75	191.25	51.51	.3125	50.78	33616	16808	642.7	27.30	164.8	65.00	
.00	194.00	52.04	.3125	51.30	34674	17337	656.2	27.60	166.5	65.00	BASE

SABRE COMMUNICATIONS CORP
 2101 Murray Street
 Sioux City, IA 51101

JOB: 10-07084
 NSORO LLC
 Tucker, KY

13-Jul-09 15:41
 Ph 712.258.6690
 Fx 712.258.8250

CASE - 1: 3s Gusted Wind

ANSI-TIA-222-G

WIND OLF	1.60	GUSTED WIND (3sec)	90.0 mph	144.8 kph
VERTICAL OLF	1.20	EXP-CAT/STRUC CLASS	B-II	
DESIGN ICE	.00 in	EXP-POWER COEFF.	.2857	
GUST FACTOR (Gh)	1.10	REFERENCE HEIGHT	1200.0 ft	
FORCE COEFF (Cf)	.65	PRESSURE @ 104.2 ft	34.7 psf	1659.0 Pa
IMPORTANCE FAC (I)	1.00	BASE ABOVE Grd	1.0	
DIRECTION FAC (Kd)	.95	CREST HEIGHT	.0 ft	
TOPOGRAPHIC CAT	1			

APPURTENANCES

Sabre Areas

#	Qty	Description	Center Line Elev-Ft	WEIGHT each Lbs	AREA each Ft^2	Tx-CABLE		WIND Psf	FORCES		MOM. Lg-X Ft-K
						Type	Qty #/Ft		Tra-Y Kips	Ax-Z Kips	
- 1	1	12' LP Platform with Handrail (R)	190.0	1491	90.3			41.3	3.73	-1.8	-5.6
	12	DBXLH-9090C-R2M.	190.0	48		1 5/8"	12 1.04	41.2		-3.5	
	12	TMA	190.0	8		None	1 .00	41.2		-1.1	
- 2	1	12' Low Profile Platform (R)	175.0	1239	60.1			40.3	2.42	-1.5	-.6
	12	DB854DG85ESX	175.0	19		1 5/8"	12 1.04	40.3		-2.9	
- 3	1	12' Low Profile Platform (R)	160.0	1239	60.1			39.3	2.36	-1.5	-.6
	12	DB854DG85ESX	160.0	19		1 5/8"	12 1.04	39.3		-2.7	

RESULTS

X, ft	Kzt	WIND psf	ICE in	FORCES, kips			MOMENTS, ft-kips			F'y ksi	Inter 4.8.2
				ShearX	ShearY	AxialZ	BendX	BendY	TorqZ		
194.00	1.00	26.95	.00	.0	.01	-.1	.0	.0	.0	65.00	.000
190.00	1.00	26.79	.00	.0	4.99	-4.8	-5.9	.0	.0	65.00	.039
185.00	1.00	26.59	.00	.0	5.29	-5.0	-31.3	.0	.0	65.00	.150
180.00	1.00	26.38	.00	.0	5.52	-5.3	-57.7	.0	.0	65.00	.244
175.00	1.00	26.17	.00	.0	9.00	-9.3	-85.9	.0	.0	65.00	.331
170.00	1.00	25.96	.00	.0	9.22	-9.6	-130.9	.0	.0	65.00	.452
165.00	1.00	25.74	.00	.0	9.43	-9.9	-177.0	.0	.0	65.00	.553
160.00	1.00	25.52	.00	.0	12.72	-13.9	-224.8	.0	.0	65.00	.646
155.00	1.00	25.29	.00	.0	12.92	-14.4	-288.3	.0	.0	65.00	.757
150.50	1.00	25.08	.00	.0	13.09	-14.8	-346.5	.0	.0	65.00	.843
147.25	1.00	24.92	.00	.0	13.30	-15.4	-389.0	.0	.0	65.00	.699
142.25	1.00	24.68	.00	.0	13.54	-16.0	-455.6	.0	.0	65.00	.756
137.25	1.00	24.43	.00	.0	13.76	-16.6	-523.3	.0	.0	65.00	.804
132.25	1.00	24.17	.00	.0	13.98	-17.1	-592.0	.0	.0	65.00	.845
127.25	1.00	23.91	.00	.0	14.20	-17.6	-661.9	.0	.0	65.00	.881
122.25	1.00	23.64	.00	.0	14.42	-18.2	-732.8	.0	.0	65.00	.911
117.25	1.00	23.36	.00	.0	14.64	-18.8	-805.0	.0	.0	65.00	.937
112.25	1.00	23.08	.00	.0	14.87	-19.4	-878.3	.0	.0	65.00	.959
107.25	1.00	22.78	.00	.0	15.09	-20.0	-952.5	.0	.0	65.00	.978
102.25	1.00	22.48	.00	.0	15.23	-20.5	-1028.3	.0	.0	65.00	.995
101.25	1.00	22.41	.00	.0	15.39	-21.1	-1043.3	.0	.0	65.00	.998
97.00	1.00	22.14	.00	.0	15.66	-22.2	-1108.3	.0	.0	65.00	.836
92.00	1.00	21.81	.00	.0	15.94	-23.2	-1186.7	.0	.0	65.00	.846
87.00	1.00	21.47	.00	.0	16.21	-24.0	-1266.7	.0	.0	65.00	.854
82.00	1.00	21.12	.00	.0	16.48	-24.8	-1347.5	.0	.0	65.00	.861
77.00	1.00	20.74	.00	.0	16.76	-25.7	-1430.0	.0	.0	65.00	.867
72.00	1.00	20.36	.00	.0	17.04	-26.5	-1514.2	.0	.0	65.00	.872
67.00	1.00	19.95	.00	.0	17.33	-27.4	-1599.2	.0	.0	65.00	.876
62.00	1.00	19.52	.00	.0	17.62	-28.3	-1685.8	.0	.0	65.00	.880
57.00	1.00	19.06	.00	.0	17.89	-29.3	-1774.2	.0	.0	65.00	.883
53.25	1.00	18.70	.00	.0	18.16	-30.5	-1840.8	.0	.0	65.00	.885
48.25	1.00	18.19	.00	.0	18.33	-31.2	-1931.7	.0	.0	65.00	.913
47.75	1.00	18.14	.00	.0	18.51	-32.0	-1940.8	.0	.0	65.00	.914
42.75	1.00	17.59	.00	.0	18.80	-33.2	-2033.3	.0	.0	65.00	.915
37.75	1.00	16.99	.00	.0	19.10	-34.2	-2127.5	.0	.0	65.00	.916
32.75	1.00	16.33	.00	.0	19.40	-35.2	-2222.5	.0	.0	65.00	.917
27.75	1.00	15.78	.00	.0	19.70	-36.2	-2320.0	.0	.0	65.00	.917
22.75	1.00	15.78	.00	.0	20.01	-37.2	-2418.3	.0	.0	64.65	.922
17.75	1.00	15.78	.00	.0	20.32	-38.3	-2518.3	.0	.0	64.07	.931
12.75	1.00	15.78	.00	.0	20.63	-39.4	-2620.0	.0	.0	63.49	.939
7.75	1.00	15.78	.00	.0	20.95	-40.5	-2723.3	.0	.0	62.91	.948
2.75	1.00	15.78	.00	.0	21.20	-41.4	-2827.5	.0	.0	62.34	.956
.00	1.00	15.78	.00	.0	21.30	-41.7	-2885.8	.0	.0	62.02	.960

DISPLACEMENTS

ELEV X, ft	DEFLECTION feet			XY-Result	ROTATION, degrees			XY-Result
	X	Y	Z		X	Y	Z	
194.00	.00	19.99	-1.47	19.99<10.30%>	-11.96	.00	.00	11.96

CASE - 2: 3s Gusted Wind 0.9 Dead **ANSI-TIA-222-G**

WIND OLF	1.60	GUSTED WIND (3sec)	90.0 mph	144.8 kph
VERTICAL OLF	.90	EXP-CAT/STRUC CLASS	B-II	
DESIGN ICE	.00 in	EXP-POWER COEFF.	.2857	
GUST FACTOR (Gh)	1.10	REFERENCE HEIGHT	1200.0 ft	
FORCE COEFF (Cf)	.65	PRESSURE @ 104.2 ft	34.7 psf	1659.0 Pa
IMPORTANCE FAC (I)	1.00	BASE ABOVE Grd	1.0	
DIRECTION FAC (Kd)	.95	CREST HEIGHT	.0 ft	
TOPOGRAPHIC CAT	1			

APPURTENANCES **Sabre Areas**

#	Qty	Description	Center Line Elev-Ft	WEIGHT each Lbs	AREA each Ft^2	Tx-CABLE			WIND Psf	FORCES		MOM. Lg-X Ft-K
						Type	Qty	#/Ft		Tra-Y Kips	Ax-Z Kips	
-	1	12' LP Platform with Handrail (R)	190.0	1491	90.3				41.3	3.73	-1.3	-5.6
	12	DBXLH-9090C-R2M.	190.0	48		1	5/8"	12	1.04			-2.7
	12	TMA	190.0	8		None		1	.00			-.1
-	2	12' Low Profile Platform (R)	175.0	1239	60.1				40.3	2.42	-1.1	-.6
	12	DB854DG85ESX	175.0	19		1	5/8"	12	1.04			-2.2
-	3	12' Low Profile Platform (R)	160.0	1239	60.1				39.3	2.36	-1.1	-.6
	12	DB854DG85ESX	160.0	19		1	5/8"	12	1.04			-2.0

RESULTS

X, ft	Kzt	WIND psf	ICE in	FORCES, kips			MOMENTS, ft-kips			F'y ksi	Inter 4.8.2
				ShearX	ShearY	AxialZ	BendX	BendY	TorqZ		
194.00	1.00	26.95	.00	.0	.01	-.1	.0	.0	.0	65.00	.000
190.00	1.00	26.79	.00	.0	4.66	-3.5	-5.9	.0	.0	65.00	.036
185.00	1.00	26.59	.00	.0	4.95	-3.6	-29.6	.0	.0	65.00	.141
180.00	1.00	26.38	.00	.0	5.17	-3.8	-54.3	.0	.0	65.00	.228
175.00	1.00	26.17	.00	.0	8.40	-6.8	-80.8	.0	.0	65.00	.308
170.00	1.00	25.96	.00	.0	8.62	-7.0	-122.8	.0	.0	65.00	.421
165.00	1.00	25.74	.00	.0	8.84	-7.2	-165.9	.0	.0	65.00	.516
160.00	1.00	25.52	.00	.0	11.93	-10.2	-210.7	.0	.0	65.00	.602
155.00	1.00	25.29	.00	.0	12.13	-10.5	-270.3	.0	.0	65.00	.706
150.50	1.00	25.08	.00	.0	12.32	-10.9	-324.9	.0	.0	65.00	.787
147.25	1.00	24.92	.00	.0	12.53	-11.3	-364.9	.0	.0	65.00	.653
142.25	1.00	24.68	.00	.0	12.78	-11.8	-427.6	.0	.0	65.00	.707
137.25	1.00	24.43	.00	.0	13.01	-12.2	-491.5	.0	.0	65.00	.753
132.25	1.00	24.17	.00	.0	13.25	-12.6	-556.6	.0	.0	65.00	.792
127.25	1.00	23.91	.00	.0	13.49	-13.0	-622.8	.0	.0	65.00	.826
122.25	1.00	23.64	.00	.0	13.74	-13.5	-690.3	.0	.0	65.00	.855
117.25	1.00	23.36	.00	.0	13.98	-13.9	-759.0	.0	.0	65.00	.881
112.25	1.00	23.08	.00	.0	14.23	-14.4	-828.9	.0	.0	65.00	.903
107.25	1.00	22.78	.00	.0	14.48	-14.9	-900.0	.0	.0	65.00	.922
102.25	1.00	22.48	.00	.0	14.64	-15.2	-972.5	.0	.0	65.00	.938
101.25	1.00	22.41	.00	.0	14.80	-15.7	-987.5	.0	.0	65.00	.942
97.00	1.00	22.14	.00	.0	15.08	-16.6	-1050.0	.0	.0	65.00	.790
92.00	1.00	21.81	.00	.0	15.38	-17.3	-1125.0	.0	.0	65.00	.799
87.00	1.00	21.47	.00	.0	15.67	-17.9	-1202.5	.0	.0	65.00	.808
82.00	1.00	21.12	.00	.0	15.96	-18.6	-1280.8	.0	.0	65.00	.816
77.00	1.00	20.74	.00	.0	16.26	-19.2	-1360.8	.0	.0	65.00	.822
72.00	1.00	20.36	.00	.0	16.57	-19.9	-1441.7	.0	.0	65.00	.828
67.00	1.00	19.95	.00	.0	16.88	-20.5	-1525.0	.0	.0	65.00	.833
62.00	1.00	19.52	.00	.0	17.20	-21.2	-1609.2	.0	.0	65.00	.837
57.00	1.00	19.06	.00	.0	17.49	-22.0	-1695.0	.0	.0	65.00	.841
53.25	1.00	18.70	.00	.0	17.79	-22.9	-1760.8	.0	.0	65.00	.844
48.25	1.00	18.19	.00	.0	17.98	-23.5	-1849.2	.0	.0	65.00	.872
47.75	1.00	18.14	.00	.0	18.16	-24.1	-1858.3	.0	.0	65.00	.872
42.75	1.00	17.59	.00	.0	18.49	-25.0	-1949.2	.0	.0	65.00	.874
37.75	1.00	16.99	.00	.0	18.83	-25.7	-2041.7	.0	.0	65.00	.876
32.75	1.00	16.33	.00	.0	19.16	-26.5	-2135.8	.0	.0	65.00	.878
27.75	1.00	15.78	.00	.0	19.50	-27.3	-2231.7	.0	.0	65.00	.879
22.75	1.00	15.78	.00	.0	19.85	-28.1	-2329.2	.0	.0	64.65	.886
17.75	1.00	15.78	.00	.0	20.20	-28.9	-2428.3	.0	.0	64.07	.895
12.75	1.00	15.78	.00	.0	20.56	-29.7	-2529.2	.0	.0	63.49	.904
7.75	1.00	15.78	.00	.0	20.92	-30.6	-2632.5	.0	.0	62.91	.913
2.75	1.00	15.78	.00	.0	21.21	-31.3	-2736.7	.0	.0	62.34	.922
.00	1.00	15.78	.00	.0	21.31	-31.5	2795.0	.0	.0	62.02	.927

DISPLACEMENTS

ELEV X, ft	DEFLECTION feet				ROTATION, degrees			
	X	Y	Z	XY-Result	X	Y	Z	XY-Result
194.00	.00	19.07	-1.33	19.07< 9.83%>	-11.34	.00	.00	11.34

SABRE COMMUNICATIONS CORP
 2101 Murray Street
 Sioux City, IA 51101

JOB: 10-07084
 NSORO LLC
 Tucker, KY

13-Jul-09 15:41
 Ph 712.258.6690
 Fx 712.258.8250

CASE - 3: 3s Gusted Wind&Ice

ANSI-TIA-222-G

WIND OLF	1.00	GUSTED WIND (3sec)	30.0 mph	48.3 kph
VERTICAL OLF	1.20	EXP-CAT/STRUC CLASS	B-II	
DESIGN ICE	.75 in	EXP-POWER COEFF.	.2857	
GUST FACTOR (Gh)	1.10	REFERENCE HEIGHT	1200.0 ft	
FORCE COEFF (Cf)	1.20	PRESSURE @ 104.2 ft	2.4 psf	115.2 Pa
IMPORTANCE FAC (I)	1.00	BASE ABOVE Grd	1.0	
DIRECTION FAC (Kd)	.95	CREST HEIGHT	.0 ft	
TOPOGRAPHIC CAT	1			

APPURTENANCES

Sabre Areas

#	Qty	Description	Center Line Elev-Ft	WEIGHT each Lbs	AREA each Ft^2	Tx-CABLE Type	Qty	#/Ft	WIND Psf	FORCES Tra-Y Kips	AX-Z Kips	MOM. Lg-X Ft-K
- 1	1	12' LP Platform with Handrail (R)	190.0	1640	123.0				2.9	.35	-6.9	-.5
	12	DBXLH-9090C-R2M.	190.0	78		1 5/8"	12	1.04	2.9		-6.7	
	12	TMA	190.0	11		None	1	.00	2.9		-.7	
- 2	1	12' Low Profile Platform (R)	175.0	1363	75.7				2.8	.21	-5.9	-.1
	12	DB854DG85ESX	175.0	56		1 5/8"	12	1.04	2.8		-5.8	
- 3	1	12' Low Profile Platform (R)	160.0	1363	75.5				2.7	.21	-5.8	-.1
	12	DB854DG85ESX	160.0	56		1 5/8"	12	1.04	2.7		-5.6	

RESULTS

X, ft	Kzt	WIND psf	ICE in	:--- FORCES, kips ---:			:---MOMENTS, ft-kips---:			F'y ksi	Inter 4.8.2
				ShearX	ShearY	Axiaz	BendX	BendY	TorqZ		
194.00	1.00	3.46	1.79	.0	.01	-.2	.0	.0	.0	65.00	.000
190.00	1.00	3.44	1.79	.0	.65	-9.9	-.6	.0	.0	65.00	.020
185.00	1.00	3.41	1.78	.0	.70	-10.3	-3.9	.0	.0	65.00	.034
180.00	1.00	3.38	1.78	.0	.74	-10.8	-7.4	.0	.0	65.00	.047
175.00	1.00	3.36	1.77	.0	1.18	-18.7	-11.1	.0	.0	65.00	.068
170.00	1.00	3.33	1.77	.0	1.21	-19.2	-17.0	.0	.0	65.00	.084
165.00	1.00	3.30	1.76	.0	1.24	-19.7	-23.0	.0	.0	65.00	.096
160.00	1.00	3.27	1.76	.0	1.65	-27.4	-29.3	.0	.0	65.00	.117
155.00	1.00	3.24	1.75	.0	1.67	-28.0	-37.5	.0	.0	65.00	.131
150.50	1.00	3.22	1.75	.0	1.70	-28.6	-45.1	.0	.0	65.00	.141
147.25	1.00	3.20	1.74	.0	1.72	-29.4	-50.6	.0	.0	65.00	.115
142.25	1.00	3.16	1.74	.0	1.75	-30.2	-59.2	.0	.0	65.00	.122
137.25	1.00	3.13	1.73	.0	1.78	-30.9	-67.9	.0	.0	65.00	.128
132.25	1.00	3.10	1.72	.0	1.80	-31.7	-76.8	.0	.0	65.00	.133
127.25	1.00	3.07	1.72	.0	1.83	-32.4	-85.8	.0	.0	65.00	.137
122.25	1.00	3.03	1.71	.0	1.85	-33.2	-94.9	.0	.0	65.00	.141
117.25	1.00	3.00	1.70	.0	1.88	-34.1	-104.2	.0	.0	65.00	.144
112.25	1.00	2.96	1.70	.0	1.90	-34.9	-113.6	.0	.0	65.00	.146
107.25	1.00	2.92	1.69	.0	1.92	-35.8	-123.1	.0	.0	65.00	.149
102.25	1.00	2.88	1.68	.0	1.94	-36.4	-132.7	.0	.0	65.00	.150
101.25	1.00	2.87	1.68	.0	1.96	-37.2	-134.7	.0	.0	65.00	.151
97.00	1.00	2.84	1.67	.0	1.99	-38.5	-142.9	.0	.0	65.00	.126
92.00	1.00	2.80	1.66	.0	2.02	-39.8	-152.9	.0	.0	65.00	.127
87.00	1.00	2.75	1.65	.0	2.05	-40.9	-163.0	.0	.0	65.00	.128
82.00	1.00	2.71	1.64	.0	2.08	-42.0	-173.3	.0	.0	65.00	.129
77.00	1.00	2.66	1.63	.0	2.11	-43.2	-183.7	.0	.0	65.00	.130
72.00	1.00	2.61	1.62	.0	2.15	-44.3	-194.3	.0	.0	65.00	.130
67.00	1.00	2.56	1.61	.0	2.18	-45.6	-204.9	.0	.0	65.00	.131
62.00	1.00	2.50	1.60	.0	2.21	-46.8	-215.8	.0	.0	65.00	.131
57.00	1.00	2.44	1.59	.0	2.24	-48.1	-226.8	.0	.0	65.00	.131
53.25	1.00	2.40	1.58	.0	2.27	-49.5	-235.3	.0	.0	65.00	.132
48.25	1.00	2.33	1.56	.0	2.29	-50.5	-246.6	.0	.0	65.00	.135
47.75	1.00	2.33	1.56	.0	2.31	-51.4	-247.8	.0	.0	65.00	.136
42.75	1.00	2.25	1.54	.0	2.34	-53.0	-259.3	.0	.0	65.00	.136
37.75	1.00	2.18	1.52	.0	2.37	-54.3	-271.0	.0	.0	65.00	.136
32.75	1.00	2.09	1.50	.0	2.40	-55.7	-282.8	.0	.0	65.00	.136
27.75	1.00	2.02	1.48	.0	2.43	-57.0	-294.8	.0	.0	65.00	.136
22.75	1.00	2.02	1.45	.0	2.47	-58.4	-307.0	.0	.0	64.65	.137
17.75	1.00	2.02	1.42	.0	2.50	-59.9	-319.3	.0	.0	64.07	.138
12.75	1.00	2.02	1.37	.0	2.53	-61.3	-331.8	.0	.0	63.49	.139
7.75	1.00	2.02	1.31	.0	2.56	-62.8	-344.5	.0	.0	62.91	.140
2.75	1.00	2.02	1.21	.0	2.59	-63.9	-357.3	.0	.0	62.34	.141
.00	1.00	2.02	1.06	.0	2.60	-64.2	364.4	.0	.0	62.02	.142

DISPLACEMENTS

ELEV X, ft	DEFLECTION feet			ROTATION, degrees					
	X	Y	Z	X	Y	Z			
194.00	.00	2.57	-.03	2.57<	1.33%>	-1.54	.00	.00	1.54

CASE - 4: Service Loads **ANSI-TIA-222-G**

WIND OLF	1.00	GUSTED WIND (3sec)	60.0 mph	96.6 kph
VERTICAL OLF	1.00	EXP-CAT/STRUC CLASS	B-II	
DESIGN ICE	.00 in	EXP-POWER COEFF.	.2857	
GUST FACTOR (Gh)	1.10	REFERENCE HEIGHT	1200.0 ft	
FORCE COEFF (Cf)	.65	PRESSURE @ 104.2 ft	8.6 psf	412.3 Pa
IMPORTANCE FAC (I)	1.00	BASE ABOVE Grd	1.0	
DIRECTION FAC (Kd)	.85	CREST HEIGHT	.0 ft	
TOPOGRAPHIC CAT	1			

APPURTENANCES **Sabre Areas**

#	Qty	Description	Center Line Elev-Ft	WEIGHT each Lbs	AREA each Ft^2	Tx-CABLE			WIND Psf	FORCES		MOM. Lg-X Ft-K
						Type	Qty	#/Ft		Tra-Y Kips	Ax-Z Kips	
-	1	12' LP Platform with Handrail (R)	190.0	1491	90.3				10.3	.93	-1.5	-1.4
	12	DBXLH-9090C-R2M.	190.0	48		1	5/8"	12	1.04		-3.0	
	12	TMA	190.0	8		None		1	.00		-.1	
-	2	12' Low Profile Platform (R)	175.0	1239	60.1				10.0	.60	-1.2	-.2
	12	DB854DG85ESX	175.0	19		1	5/8"	12	1.04		-2.4	
-	3	12' Low Profile Platform (R)	160.0	1239	60.1				9.8	.59	-1.2	-.1
	12	DB854DG85ESX	160.0	19		1	5/8"	12	1.04		-2.2	

RESULTS

X, ft	Kzt	WIND psf	ICE in	--- FORCES, kips ---			--- MOMENTS, ft-kips ---			F'y ksi	Inter 4.8.2
				ShearX	ShearY	AxialZ	BendX	BendY	TorqZ		
194.00	1.00	6.70	.00	.0	.00	-.1	.0	.0	.0	65.00	.000
190.00	1.00	6.66	.00	.0	1.21	-4.7	-1.5	.0	.0	65.00	.016
185.00	1.00	6.61	.00	.0	1.28	-4.9	-7.6	.0	.0	65.00	.043
180.00	1.00	6.56	.00	.0	1.34	-5.1	-14.0	.0	.0	65.00	.065
175.00	1.00	6.51	.00	.0	2.18	-8.9	-20.9	.0	.0	65.00	.090
170.00	1.00	6.45	.00	.0	2.23	-9.1	-31.8	.0	.0	65.00	.119
165.00	1.00	6.40	.00	.0	2.29	-9.3	-43.0	.0	.0	65.00	.143
160.00	1.00	6.34	.00	.0	3.08	-13.0	-54.5	.0	.0	65.00	.169
155.00	1.00	6.28	.00	.0	3.13	-13.3	-70.0	.0	.0	65.00	.195
150.50	1.00	6.23	.00	.0	3.18	-13.6	-84.1	.0	.0	65.00	.216
147.25	1.00	6.19	.00	.0	3.23	-14.1	-94.4	.0	.0	65.00	.179
142.25	1.00	6.13	.00	.0	3.29	-14.5	-110.5	.0	.0	65.00	.192
137.25	1.00	6.07	.00	.0	3.35	-14.9	-127.0	.0	.0	65.00	.204
132.25	1.00	6.01	.00	.0	3.40	-15.2	-143.7	.0	.0	65.00	.214
127.25	1.00	5.94	.00	.0	3.46	-15.6	-160.8	.0	.0	65.00	.223
122.25	1.00	5.88	.00	.0	3.52	-16.0	-178.0	.0	.0	65.00	.230
117.25	1.00	5.81	.00	.0	3.58	-16.4	-195.6	.0	.0	65.00	.236
112.25	1.00	5.74	.00	.0	3.64	-16.9	-213.5	.0	.0	65.00	.242
107.25	1.00	5.66	.00	.0	3.70	-17.3	-231.7	.0	.0	65.00	.246
102.25	1.00	5.59	.00	.0	3.73	-17.6	-250.2	.0	.0	65.00	.250
101.25	1.00	5.57	.00	.0	3.77	-18.1	-253.8	.0	.0	65.00	.251
97.00	1.00	5.50	.00	.0	3.84	-19.0	-269.9	.0	.0	65.00	.211
92.00	1.00	5.42	.00	.0	3.91	-19.7	-289.1	.0	.0	65.00	.213
87.00	1.00	5.34	.00	.0	3.98	-20.3	-308.7	.0	.0	65.00	.215
82.00	1.00	5.25	.00	.0	4.05	-20.9	-328.6	.0	.0	65.00	.217
77.00	1.00	5.16	.00	.0	4.13	-21.6	-348.8	.0	.0	65.00	.218
72.00	1.00	5.06	.00	.0	4.20	-22.2	-369.5	.0	.0	65.00	.220
67.00	1.00	4.96	.00	.0	4.28	-22.9	-390.5	.0	.0	65.00	.221
62.00	1.00	4.85	.00	.0	4.35	-23.6	-411.8	.0	.0	65.00	.222
57.00	1.00	4.74	.00	.0	4.42	-24.3	-433.6	.0	.0	65.00	.223
53.25	1.00	4.65	.00	.0	4.50	-25.2	-450.2	.0	.0	65.00	.224
48.25	1.00	4.52	.00	.0	4.54	-25.8	-472.7	.0	.0	65.00	.231
47.75	1.00	4.51	.00	.0	4.59	-26.4	-475.0	.0	.0	65.00	.231
42.75	1.00	4.37	.00	.0	4.67	-27.4	-497.9	.0	.0	65.00	.232
37.75	1.00	4.22	.00	.0	4.75	-28.1	-521.3	.0	.0	65.00	.232
32.75	1.00	4.06	.00	.0	4.83	-28.9	-544.9	.0	.0	65.00	.232
27.75	1.00	3.92	.00	.0	4.91	-29.7	-569.1	.0	.0	65.00	.233
22.75	1.00	3.92	.00	.0	4.99	-30.5	-593.7	.0	.0	64.65	.234
17.75	1.00	3.92	.00	.0	5.08	-31.3	-618.6	.0	.0	64.07	.237
12.75	1.00	3.92	.00	.0	5.16	-32.1	-644.0	.0	.0	63.49	.239
7.75	1.00	3.92	.00	.0	5.25	-33.0	-669.8	.0	.0	62.91	.241
2.75	1.00	3.92	.00	.0	5.32	-33.7	-696.0	.0	.0	62.34	.243
.00	1.00	3.92	.00	.0	5.34	-33.9	710.7	.0	.0	62.02	.245

DISPLACEMENTS

ELEV X, ft	DEFLECTION feet				ROTATION, degrees				Microw Allow
	X	Y	Z	XY-Result	X	Y	Z	XY-Result	
194.00	.00	4.90	-.09	4.90< 2.53%>	-2.92	.00	.00	2.92	

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

POLE DATA

DIAMETER = 52.04 in.	BASE	AXIAL FORCE= -41.7 kips	Vert
PLATE = .3125 in.	ACTIONS	SHEAR X = 15.1 kips	Long
TAPER = .1935 in/ft		SHEAR Y = 15.1 kips	Tran
POLE Fy = 65.00 ksi		X-AXIS MOM = 2040.3 ft-kips	Tran
		Y-AXIS MOM = 2040.3 ft-kips	Long
		Z-AXIS MOM = .0 ft-kips	Vert

DESIGN CASE = 1 3s Gusted Wind

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

BOLT LOADS

AXIAL - COMPRESSION	= 201.64 kips	
AXIAL - TENSION	= 194.70 kips	
SHEAR	= 2.51 kips	
AXIAL STRESS	= 62.04 ksi	
SHEAR STRESS	= .82 ksi	
YIELD STRENGTH Fy	= 75.00 ksi	
ULT. STRENGTH Fu	= 100.00 ksi	
ALLOW STRESS Fa [.80 x 1.00]	= 80.00 ksi	Interaction
SHEAR Fv [.80 x .40]	= 32.00 ksi	.796 TIA-G
TENSION AREA REQUIRED	= 2.52 in ²	
TENSION AREA FURNISHED	= 3.25 in ²	
ROOT AREA FURNISHED	= 3.07 in ²	

A615 ::: ANCHOR BOLT DESIGN USED

12 Bolts on a	58.250 in. Bolt Circle	SHIP
2.250 in. Diameter	67.13 in. Embedded	(lbs)
12.00 in. Exposed	84.00 in. Total Length	1676

CONCRETE - Fc= 4000 psi

ANCHOR BOLTS are STRAIGHT w\ UPLIFT NUT

BASE PLATE

[Bend Model: Flat- 17]
 YIELD STRENGTH = 50.0 ksi
 BEND LINE WIDTH = 27.3 in.
 PLATE MOMENT = 1543.2 in-k
 THICKNESS REQD = 2.747 in.
 BENDING STRESS = 44.9 ksi
 ALLOWABLE STRESS = 45.0 ksi
 [Fy x .90 x 1.00]

BASE PLATE USED

2.75 in. THICK	SHIP
56.00 in. SQUARE	(lbs)
38.50 in. CENTER HOLE	1320
10.00 in. CORNER CLIP	

LOAD CASE SUMMARY

LC	FORCES-(kips)			MOMENTS-(ft-k)			ABolt-Str		Plate-Str		Design Code
	Axial	ShearX	ShearY	X-axis	Y-axis	TorQ	CSR	Allow	Actual	Allow	
1	41.7	15.1	15.1	2040	2040	0	.796	75.00	44.90	45.00	TIA-G
2	31.5	15.1	15.1	1976	1976	0	.769	75.00	43.32	45.00	TIA-G
3	64.2	1.8	1.8	257	257	0	.119	75.00	6.78	45.00	TIA-G
4	33.9	3.8	3.8	502	502	0	.204	75.00	11.50	45.00	TIA-G

LPILE Plus for Windows, Version 5.0 (5.0.39)
Analysis of Individual Piles and Drilled Shafts
Subjected to Lateral Loading Using the p-y Method

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This program is licensed to:

Nick Schmitt
Sabre Towers and Poles

Path to file locations: C:\Progra~1\Ensoft\LpileP5\
Name of input data file: 1007084P.lpd
Name of output file: 1007084P.lpo
Name of plot output file: 1007084P.lpp
Name of runtime file: 1007084P.lpr

Time and Date of Analysis

Date: July 16, 2009 Time: 16:26:54

Problem Title

195' Monopole NSORO LLC Tucker, KY (10-07084) 7-16-09 NJS

Program Options

Units Used in Computations - US Customary Units: Inches, Pounds

Basic Program Options:

Analysis Type 3:

- Computation of Nonlinear Bending Stiffness and Ultimate Bending Moment Capacity with Pile Response Computed Using Nonlinear EI

Computation Options:

- Only internally-generated p-y curves used in analysis
- Analysis does not use p-y multipliers (individual pile or shaft action only)
- Analysis assumes no shear resistance at pile tip
- Analysis for fixed-length pile or shaft only
- No computation of foundation stiffness matrix elements
- Output summary table of values for pile-head deflection, maximum bending moment, and shear force only
- Analysis assumes no soil movements acting on pile
- No additional p-y curves to be computed at user-specified depths

Solution Control Parameters:

- Number of pile increments = 100
- Maximum number of iterations allowed = 300
- Deflection tolerance for convergence = 1.0000E-05 in
- Maximum allowable deflection = 1.0000E+03 in

Printing Options:

- Only summary tables of pile-head deflection, maximum bending moment, and maximum shear force are to be printed in output file.

 Pile Structural Properties and Geometry

Pile Length = 252.00 in
 Depth of ground surface below top of pile = 12.00 in
 Slope angle of ground surface = .00 deg.

Structural properties of pile defined using 2 points

Point	Depth X in	Pile Diameter in	Moment of Inertia in**4	Pile Area Sq.in	Modulus of Elasticity lbs/Sq.in
1	0.0000	84.00000000	2443920.	5541.8000	3604997.
2	252.0000	84.00000000	2443920.	5541.8000	3604997.

Please note that because this analysis makes computations of ultimate moment capacity and pile response using nonlinear bending stiffness that the above values of moment of inertia and modulus of are not used for any computations other than total stress due to combined axial loading and bending.

 Soil and Rock Layering Information

The soil profile is modelled using 4 layers

Layer 1 is soft clay, p-y criteria by Matlock, 1970

Distance from top of pile to top of layer = 12.000 in
 Distance from top of pile to bottom of layer = 48.000 in

Layer 2 is stiff clay without free water

Distance from top of pile to top of layer = 48.000 in
 Distance from top of pile to bottom of layer = 84.000 in

Layer 3 is stiff clay without free water

Distance from top of pile to top of layer = 84.000 in
 Distance from top of pile to bottom of layer = 192.000 in

Layer 4 is stiff clay without free water

Distance from top of pile to top of layer = 192.000 in
 Distance from top of pile to bottom of layer = 396.000 in

(Depth of lowest layer extends 144.00 in below pile tip)

 Effective Unit weight of Soil vs. Depth

Effective unit weight of soil with depth defined using 8 points

Point No.	Depth X in	Eff. Unit weight lbs/in**3
1	12.00	.06660
2	48.00	.06660

3	48.00	.06660
4	84.00	.06660
5	84.00	.06660
6	192.00	.06660
7	192.00	.08680
8	396.00	.08680

**** WARNING -- POSSIBLE INPUT DATA ERROR ****

Values entered for effective unit weights of soil were outside the limits of 0.011574 pci (20 pcf) or 0.0810019 pci (140 pcf) This data may be erroneous. Please check your data.

 Shear strength of soils

Shear strength parameters with depth defined using 8 points

Point No.	Depth X in	Cohesion c lbs/in**2	Angle of Friction Deg.	E50 or k _{rm}	RQD %
1	12.000	.10000	.00	.10000	.0
2	48.000	.10000	.00	.10000	.0
3	48.000	10.41667	.00	.00700	.0
4	84.000	10.41667	.00	.00700	.0
5	84.000	27.78000	.00	.00400	.0
6	192.000	27.78000	.00	.00400	.0
7	192.000	55.00000	.00	.00010	.0
8	396.000	55.00000	.00	.00010	.0

Notes:

- (1) Cohesion = uniaxial compressive strength for rock materials.
- (2) Values of E50 are reported for clay strata.
- (3) Default values will be generated for E50 when input values are 0.
- (4) RQD and k_{rm} are reported only for weak rock strata.

 Loading Type

Static loading criteria was used for computation of p-y curves.

 Pile-head Loading and Pile-head Fixity Conditions

Number of loads specified = 1

Load Case Number 1

Pile-head boundary conditions are Shear and Moment (BC Type 1)
 Shear force at pile head = 28393.333 lbs
 Bending moment at pile head = 46173280.000 in-lbs
 Axial load at pile head = 55542.667 lbs

Non-zero moment at pile head for this load case indicates the pile-head may rotate under the applied pile-head loading, but is not a free-head (zero moment) condition.

 Computations of Nominal Moment Capacity and Nonlinear Bending Stiffness

Number of sections = 1

Pile Section No. 1

The sectional shape is a circular drilled shaft (bored pile).

Outside Diameter = 84.0000 in

Material Properties:

Compressive Strength of Concrete = 4.000 kip/in**2
 Yield Stress of Reinforcement = 60. kip/in**2
 Modulus of Elasticity of Reinforcement = 29000. kip/in**2
 Number of Reinforcing Bars = 36
 Area of Single Bar = .79000 in**2
 Number of Rows of Reinforcing Bars = 19
 Area of Steel = 28.440 in**2
 Area of Shaft = 5541.769 in**2
 Percentage of Steel Reinforcement = .513 percent
 Cover Thickness (edge to bar center) = 4.000 in

Unfactored Axial Squash Load Capacity = 20451.72 kip

Distribution and Area of Steel Reinforcement

Row Number	Area of Reinforcement in**2	Distance to Centroidal Axis in
1	.790	38.000
2	1.580	37.423
3	1.580	35.708
4	1.580	32.909
5	1.580	29.110
6	1.580	24.426
7	1.580	19.000
8	1.580	12.997
9	1.580	6.599
10	1.580	0.000
11	1.580	-6.599
12	1.580	-12.997
13	1.580	-19.000
14	1.580	-24.426
15	1.580	-29.110
16	1.580	-32.909
17	1.580	-35.708
18	1.580	-37.423
19	.790	-38.000

Axial Thrust Force = 55542.67 lbs

Bending Max. Steel Stress	Bending Stiffness	Bending Curvature	Maximum Strain	Neutral Axis Position	Max. Concrete Stress
in-lbs	lb-in2	rad/in	in/in	inches	psi

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-----	5913513.	9.461620E+12	6.250000E-07	.00002901	46.41726691	103.11626
768.81296	11776021.	9.420817E+12	.00000125	.00005538	44.30661196	195.33658
1461.11468	17583434.	9.377832E+12	.00000188	.00008172	43.58333105	286.12001
2152.34363	23340028.	9.336011E+12	.00000250	.00010813	43.25143594	375.85406
2845.72911	29042116.	9.293477E+12	.00000313	.00013448	43.03442162	464.08740
3537.49446	29042116.	7.744564E+12	.00000375	.00007876	21.00163847	271.22385
6416.07182	29042116.	6.638198E+12	.00000438	.00009004	20.57960361	308.93288
7538.96279	29042116.	5.808423E+12	.00000500	.00010110	20.21994334	345.66997
8668.10822	29042116.	5.163043E+12	.00000563	.00011217	19.94203645	382.22268
9796.95530	29042116.	4.646739E+12	.00000625	.00012326	19.72136217	418.59050
10925.50311	29042116.	4.224308E+12	.00000688	.00013475	19.60000008	456.11501
12042.24998	29042116.	3.872282E+12	.00000750	.00014580	19.44017583	491.92167
13171.76176	29042116.	3.574414E+12	.00000813	.00015685	19.30503255	527.51175
14301.25171	29042116.	3.319099E+12	.00000875	.00016792	19.19047970	562.92004
15430.41578	29042116.	3.097826E+12	.00000938	.00017899	19.09240669	598.14606
16559.25193	29042116.	2.904212E+12	.00001000	.00019008	19.00773185	633.18940
17687.75776	29042116.	2.733376E+12	.00001063	.00020117	18.93409449	668.04946
18815.93214	29042116.	2.581521E+12	.00001125	.00021228	18.86965960	702.72572
19943.77355	29042116.	2.445652E+12	.00001188	.00022340	18.81298274	737.21777
21071.27907	29042116.	2.323369E+12	.00001250	.00023454	18.76290482	771.52508
22198.44700	29042116.	2.212733E+12	.00001313	.00024568	18.71848458	805.64699
23325.27681	29042116.	2.112154E+12	.00001375	.00025684	18.67896098	839.58322
24451.76431	29042116.	2.020321E+12	.00001438	.00026800	18.64369565	873.33305
25577.90937	29042116.	1.936141E+12	.00001500	.00027918	18.61216289	906.89605
26703.70914	29042116.	1.858695E+12	.00001563	.00029037	18.58391708	940.27157
27829.16257	29042116.	1.787207E+12	.00001625	.00030158	18.55858773	973.45932
28954.26553	29042116.	1.721014E+12	.00001688	.00031279	18.53584939	1006.45845
30079.01870	29042116.	1.659550E+12	.00001750	.00032402	18.51543170	1039.26860
31203.41841	29042116.	1.602324E+12	.00001813	.00033526	18.49709934	1071.88925
32327.46216	29042116.	1.548913E+12	.00001875	.00034651	18.48064452	1104.31968
33451.14954	29042116.	1.498948E+12	.00001938	.00035778	18.46589202	1136.55947
34574.47692	29042116.	1.452106E+12	.00002000	.00036905	18.45268410	1168.60797
35697.44322	29042116.	1.408103E+12	.00002063	.00038034	18.44088560	1200.46468
36820.04530	29552901.	1.390725E+12	.00002125	.00039165	18.43037385	1232.12894

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37942.28212						
30368709.	1.388284E+12	.00002188	.00040296	18.42104620	1263.60041	
39064.14882						
31183787.	1.385946E+12	.00002250	.00041429	18.41280001	1294.87803	
40185.64799						
31998144.	1.383704E+12	.00002313	.00042563	18.40555769	1325.96166	
41306.77287						
32811775.	1.381548E+12	.00002375	.00043698	18.39924163	1356.85059	
42427.52233						
33624670.	1.379474E+12	.00002438	.00044835	18.39378172	1387.54408	
43547.89555						
35248251.	1.375542E+12	.00002563	.00047112	18.38519758	1448.34265	
45787.50005						
36868862.	1.371865E+12	.00002688	.00049395	18.37938470	1508.35250	
48025.56705						
38486478.	1.368408E+12	.00002813	.00051683	18.37600011	1567.56883	
50262.07491						
40101054.	1.365142E+12	.00002938	.00053976	18.37475091	1625.98606	
52497.00907						
41712574.	1.362043E+12	.00003063	.00056275	18.37540430	1683.59947	
54730.34406						
43321003.	1.359090E+12	.00003188	.00058579	18.37775749	1740.40365	
56962.06042						
44926302.	1.356266E+12	.00003313	.00060889	18.38163775	1796.39301	
59192.13923						
46373710.	1.349053E+12	.00003438	.00063134	18.36632699	1849.82598	
60000.00000						
47511975.	1.333669E+12	.00003563	.00065242	18.31348032	1899.03187	
60000.00000						
48510666.	1.315543E+12	.00003688	.00067287	18.24730808	1945.96176	
60000.00000						
49248569.	1.291766E+12	.00003813	.00069387	18.19999892	1993.44176	
60000.00000						
50192871.	1.274740E+12	.00003938	.00071489	18.15598923	2040.16041	
60000.00000						
50859177.	1.251918E+12	.00004063	.00073342	18.05353528	2080.46775	
60000.00000						
51524146.	1.230427E+12	.00004188	.00075199	17.95794815	2120.23877	
60000.00000						
52126866.	1.208739E+12	.00004313	.00077019	17.85937446	2158.59323	
60000.00000						
52632754.	1.186090E+12	.00004438	.00078778	17.75285000	2195.06719	
60000.00000						
53137545.	1.164659E+12	.00004563	.00080541	17.65275425	2231.05488	
60000.00000						
53641229.	1.144346E+12	.00004688	.00082306	17.55857652	2266.55402	
60000.00000						
54086469.	1.123875E+12	.00004813	.00084031	17.46104425	2300.68525	
60000.00000						
54458544.	1.102958E+12	.00004938	.00085706	17.35812718	2333.25669	
60000.00000						
54829702.	1.083056E+12	.00005063	.00087383	17.26075763	2365.38556	
60000.00000						
55199937.	1.064095E+12	.00005188	.00089062	17.16853756	2397.06999	
60000.00000						
55569255.	1.046010E+12	.00005313	.00090743	17.08110899	2428.30834	
60000.00000						
55937626.	1.028738E+12	.00005438	.00092427	16.99813896	2459.09813	
60000.00000						
56208769.	1.010495E+12	.00005563	.00094031	16.90445691	2487.87979	
60000.00000						
56473665.	9.929436E+11	.00005688	.00095632	16.81443983	2516.16662	
60000.00000						
57071674.	9.818783E+11	.00005813	.00097650	16.80000025	2551.59620	
60000.00000						
57071674.	9.612071E+11	.00005938	.00099298	16.72385198	2579.70514	
60000.00000						
57304848.	9.452346E+11	.00006063	.00100850	16.63499898	2605.65294	

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60000.00000	65202277.	2.333862E+11	.00027938	.00325934	11.66655082	3394.57381
60000.00000	65215663.	2.293298E+11	.00028438	.00330818	11.63316554	3388.14275
60000.00000	65228892.	2.254130E+11	.00028938	.00335709	11.60119218	3381.69194
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60000.00000	65261207.	2.109453E+11	.00030938	.00355821	11.50128669	3354.44563
60000.00000	65266171.	2.076061E+11	.00031438	.00360937	11.48108178	3347.40269
60000.00000	65270867.	2.043706E+11	.00031938	.00366063	11.46185571	3352.37639
60000.00000	65275277.	2.012340E+11	.00032438	.00371201	11.44356841	3360.54734

Unfactored (Nominal) Moment Capacity at Concrete Strain of 0.003 = 65104.88281 in-kip

 Computed Values of Load Distribution and Deflection
 for Lateral Loading for Load Case Number 1

Pile-head boundary conditions are Shear and Moment (BC Type 1)

Specified shear force at pile head = 28393.333 lbs
 Specified moment at pile head = 46173280.000 in-lbs
 Specified axial load at pile head = 55542.667 lbs

Non-zero moment for this load case indicates the pile-head may rotate under the applied pile-head loading, but is not a free-head (zero moment) condition.

Output Verification:

Computed forces and moments are within specified convergence limits.

 Summary of Pile Response(s)

Definition of Symbols for Pile-Head Loading Conditions:

Type 1 = Shear and Moment,	y = pile-head displacement in
Type 2 = Shear and Slope,	M = Pile-head Moment lbs-in
Type 3 = Shear and Rot. Stiffness,	V = Pile-head Shear Force lbs
Type 4 = Deflection and Moment,	S = Pile-head Slope, radians
Type 5 = Deflection and Slope,	R = Rot. Stiffness of Pile-head in-lbs/rad

Load Type	Pile-Head Condition	Pile-Head Condition	Axial Load	Pile-Head Deflection	Maximum Moment	Maximum Shear
-----------	---------------------	---------------------	------------	----------------------	----------------	---------------

	1	2	1007084P.1po lbs	in	in-lbs	lbs
1	V= 28393.	M= 4.62E+07	55542.6670	2.1996	4.7893E+07	-590698.

The analysis ended normally.

UBC 1806.8.2.1 & IBC 1805.7.2.1

$$d = A/2*(1+(1+(4.36*h/A))^0.5)$$

Monopole

Moment (ft-k)	2885.83
Shear (k)	21.3
Caisson Diameter, b (ft)	7
Caisson Height Above Ground (ft)	1
Caisson Height Below Ground (ft)	16
Lateral soil pressure per foot (lb/ft ³)	912

Applied lateral force, P (lbs)	21295
Dist. from ground to application of P, h (ft)	136.52
A = 2.34*P/(S1*b)	1.46
Min. Depth of Embedment Required, d (ft)	15.51

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES
 195' Monopole NSORO LLC Tucker, KY (10-07084) 7-16-09 NJS

Overall Loads:			
Factored Moment (ft-kips)	2885.83		
Factored Axial (kips)	41.657		
Factored Shear (kips)	21.295		
Bearing Design Strength (ksf)	3.75	Max. Net Bearing Press. (ksf)	2.74
Water Table Below Grade (ft)	999	Ultimate Bearing Pressure (ksf)	5.00
Width of Mat (ft)	21.5	Bearing Φ_s	0.75
Thickness of Mat (ft)	2		
Depth to Bottom of Slab (ft)	5.5		
Quantity of Bars in Bolt Circle	12		
Bolt Circle Diameter (in)	58.25		
Top of Concrete to Top of Bottom Threads (in)	60		
Diameter of Pier (ft)	7	Minimum Pier Diameter (ft)	6.35
Ht. of Pier Above Ground (ft)	1	Equivalent Square b (ft)	6.20
Ht. of Pier Below Ground (ft)	3.5		
Quantity of Bars in Mat	22		
Bar Diameter in Mat (in)	1		
Area of Bars in Mat (in ²)	17.28		
Spacing of Bars in Mat (in)	11.95	Recommended Spacing (in)	6 to 12
Quantity of Bars Pier	36		
Bar Diameter in Pier (in)	1		
Tie Bar Diameter in Pier (in)	0.5		
Spacing of Ties (in)	12		
Area of Bars in Pier (in ²)	28.27	Minimum Pier A_s (in ²)	27.71
Spacing of Bars in Pier (in)	6.63	Recommended Spacing (in)	6 to 12
f_c (ksi)	4		
f_y (ksi)	60		
Unit Wt. of Soil (kcf)	0.115		
Unit Wt. of Concrete (kcf)	0.15		
Volume of Concrete (yd ³)	40.65		
Two-Way Shear Action:			
Average d (in)	20		
ϕV_c (kips)	1239.8	V_u (kips)	72.8
$\phi V_c = \phi(2 + 4/\beta_c)f_c^{1/2}b_o d$	1859.8		
$\phi V_c = \phi(\alpha_s d/b_o + 2)f_c^{1/2}b_o d$	1378.9		
$\phi V_c = \phi 4f_c^{1/2}b_o d$	1239.8		
Shear perimeter, b_o (in)	326.73		
β_c	1		
One-Way Shear:			
ϕV_c (kips)	554.8	V_u (kips)	190.1
Stability:			
Overtuning Design Strength (ft-k)	3038.6	Total Applied M (ft-k)	3024.2

A12

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES (CONTINUED)

195' Monopole NSORO LLC Tucker, KY (10-07084) 7-16-09 NJS

Pier Design:

ϕV_n (kips)	609.2	V_u (kips)	21.3
$\phi V_c = \phi 2(1 + N_u / (2000 A_g)) f'_c{}^{1/2} b_w d$	609.2		
V_s (kips)	0.0	*** $V_s \text{ max} = 4 f'_c{}^{1/2} b_w d$ (kips)	1428.0
Maximum Spacing (in)	5.61	(Only if Shear Ties are Required)	
Actual Hook Development (in)	19.00	Req'd Hook Development l_{dh} (in)	13.28
		*** Ref. To Spacing Requirements ACI 11.5.4.3	

Flexure in Slab:

ϕM_n (ft-kips)	1509.1	M_u (ft-kips)	1432.5
a (in)	1.18		
Steel Ratio	0.00335		
β_1	0.85		
Maximum Steel Ratio (.75 p_b)	0.0214		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	126.00	Required Development in Pad (in)	44.95

Condition	1 is OK, 0 Fails
Maximum Soil Bearing Pressure	1
Pier Area of Steel	1
Pier Shear	1
Interaction Diagram Visual Check	1
Two-Way Shear Action	1
One-Way Shear Action	1
Overtuning	1
Flexure	1
Steel Ratio	1
Length of Development in Pad	1
Hook Development	1

Exhibit E

GEOTECHNICAL ENGINEERING REPORT

**PROPOSED TUCKER TOWER
KENTUCKY HWY 119
HARLAN, HARLAN COUNTY, KENTUCKY**

**TERRACON PROJECT NO. 57097300
April 6, 2009**

Prepared For:

**NSORO MASTEC, LLC
Louisville, Kentucky**

Prepared by:

Terracon
Louisville, Kentucky

April 6, 2009



Nsoro MasTec, LLC
10830 Penion Drive
Louisville, Kentucky 40299

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

Attention: Kathy Kelly-Jacobs

**Re: Geotechnical Engineering Report
Proposed 191' Monopole Tower
Site Name: Tucker
Site Number: 252G0119
Kentucky Hwy 119
Harlan, Harlan County, Kentucky
Terracon Project No. 57097300**

Dear Ms. Kelly-Jacobs:

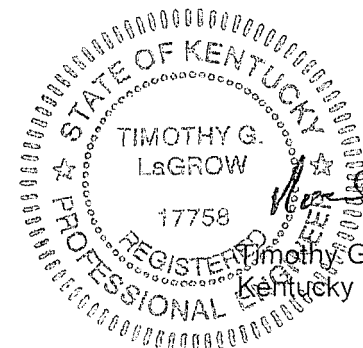
The results of our subsurface exploration are attached. The purpose of this exploration was to obtain information on subsurface conditions at the proposed project site and, based on this information, to provide recommendations regarding the design and construction of foundations for the proposed tower.

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

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

Sincerely,
Terracon

Matthew R. Haines, E.I.
Field Materials Engineer



Kathy Kelly-Jacobs
Timothy G. LaGrow, P.E.
Kentucky No. 17758

n:\Projects\2009\57097300\G57097300.doc
Attachments. Geotechnical Engineering Report

Copies: Roy Johnson, Medley's Project Management, 3605 Mattingly Road, Buckner, Kentucky 40010 (4 hard copies, 1 pdf)

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GEOTECHNICAL ENGINEERING REPORT

PROPOSED TUCKER TOWER KENTUCKY HWY 119 HARLAN, HARLAN COUNTY, KENTUCKY

TERRACON PROJECT NO. 57097300
April 6, 2009

1.0 INTRODUCTION

The purpose of this report is to describe the subsurface conditions encountered in the boring, analyze and evaluate the test data, and provide recommendations regarding the design and construction of foundations and earthwork for the proposed tower. One boring extending to a depth of about 32 feet below the existing ground surface was drilled at the site. An individual boring log and a boring location plan are included with this report.

2.0 PROJECT DESCRIPTION

Terracon understands the proposed project will consist of the construction of a 191-foot Monopole tower. Exact tower loads are not available, but based on our past experience are anticipated to be as follows:

Vertical Load:	60 kips
Horizontal Shear:	40 kips
Overturning Moment:	4900 kip-ft

A small, lightly loaded equipment building will also be constructed. Wall and floor loads for this building are not anticipated to exceed 1 kip per linear foot and 100 pounds per square foot, respectively. At the time of the site visit, the property was a moderate to steeply sloping, wooded mountain top. Existing grades within the 100-foot by 100-foot tower leasehold area reportedly vary between about El. 1470 to El. 1510. Site clearing was required for the drill rig access. Based on existing topography, and assuming the entire site will not be graded, we anticipate about 5 feet of cut and fill to level the site for tower construction.

3.0 EXPLORATION PROCEDURES

3.1 Field Exploration

The subsurface exploration consisted of drilling and sampling one boring at the site to a depth of about 32 feet below existing grade. The boring was advanced at the center of the tower as staked by the project surveyor. The surface elevation shown on the boring log was obtained from the site plan prepared by BTM Engineering, Inc. The location and elevation of the boring should be considered accurate only to the degree implied by the means and methods used to define them.

The boring was drilled with a track-mounted rotary drill rig initially using hollow stem augers 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 (SPT) value (N-Value). This value is used to estimate the in-situ relative density of cohesionless soils and the consistency of cohesive soils. The sampling depths, penetration distance, and SPT N-Values are shown on the boring log. The samples were sealed and delivered to the laboratory for testing and classification.

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

Auger refusal was encountered at a depth of about 15 feet below the existing ground surface. The boring was extended into the refusal materials using a diamond bit attached to the outer barrel of a double core barrel. The inner barrel collected the cored material as the outer barrel was rotated at high speeds to cut the rock. The barrel was retrieved to the surface upon completion of each drill run. Once the core samples were retrieved, they were placed in a box and logged. The rock was later classified by an engineer and the "percent recovery" and rock quality designation (RQD) were determined.

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

Table 1 – Rock Quality Designation (RQD)

Relation of RQD and In-situ Rock Quality	
RQD (%)	Rock Quality
90 - 100	Excellent
75 - 90	Good
50 - 75	Fair
25 - 50	Poor
0 -25	Very Poor

A field log of the boring was prepared by a subcontract driller. This log included visual classifications of the materials encountered during drilling as well as the driller's interpretation of the subsurface conditions between samples. The final boring log included

with this report represents an interpretation of the driller's field log and a visual classification of the soil samples made by the Geotechnical Engineer.

3.2 Laboratory Testing

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

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

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

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

4.0 EXPLORATORY FINDINGS

4.1 Subsurface Conditions

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

Prior to drilling, the site was stripped of topsoil. The boring initially encountered about 6 ½ feet of lean clay (CL) with sandstone fragments underlain by weathered sandstone and weathered shale extending to auger refusal at about 15 feet below grade. The lean clay exhibited a stiff to hard consistency based on a standard penetration test (N) value of ranging from 12 to over 50 blows per foot (bpf). The weathered sandstone and weathered

shale exhibited a hard consistency based on N-values over 50 blows per foot (bpf). The presence of sandstone fragments within the soil matrix most likely inflated the higher blow counts.

Rock coring techniques were employed to sample the refusal materials. The core sample consisted of slight to moderately weathered, moderately hard, very thin to thin bedded shale. Core recovery varied from 75 to 100 percent. Bedrock quality is considered poor to fair as defined by RQD values ranging from 33 to 70 percent. Coring operations were terminated at a depth of approximately 32 feet below existing grade.

4.2 Site Geology

A review of the Geologic Map of Harlan Quadrangle, Kentucky published by the United States Geological Survey (1972) indicates that the site is underlain by the Hance formation. This formation consists of sandstone, siltstone, shale and coal.

4.3 Groundwater Conditions

No groundwater was encountered during the auger drilling portion of the borehole. Water was used to advance the borehole during rock coring operations. The introduction of water into the borehole precluded obtaining accurate groundwater level readings at the time of drilling operations. Long term observation of the groundwater level in monitoring wells, sealed from the influence of surface water, would be required to obtain accurate groundwater levels.

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

5.0 ENGINEERING RECOMMENDATIONS

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

5.1 Tower Foundation

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

Table 2 - Drilled Pier Foundation Design Parameters

Depth * (feet)	Description **	Allowable Skin Friction (psf)	Allowable End Bearing Pressure (psf)	Allowable Passive Pressure (psf)	Internal Angle of Friction (Degree)	Cohesion (psf)	Lateral Subgrade Modulus (pci)	Strain, ϵ_{50} (in/in)
0 - 3	Lean Clay with Weathered Sandstone	Ignore	Ignore	Ignore	-	-	Ignore	Ignore
3 - 6	Lean Clay with Weathered Sandstone	425	3,000	1,500	0	1,500	125	0.007
6 - 15	Weathered Sandstone and Weathered Shale	650	5,000	4,000	0	4,000	300	0.004
15 - 32	Slightly Weathered Shale	1,500***	20,000	10,000***	0	30,000***	2,000	0.0001

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

** A total unit weight of 120 pcf can be estimated for the clay and weathered sandstone/shale materials, while 150 pcf is suitable for the slightly weathered shale below 15 feet.

*** The pier should be embedded a minimum of 3 feet into slightly weathered 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 factors of safety of 2. The cohesion, internal friction angle, lateral subgrade modulus and strain values given in the above table are based on the boring, published correlation values and Terracon's past experience with similar soil/rock types. These values should, therefore, be considered approximate. To mobilize the higher rock strength parameters, the pier should be socketed at least 3 feet into competent shale. Furthermore, it is assumed that the rock socket is developed using coring rather than blasting techniques. The allowable end bearing pressure provided in the table has an approximate factor of safety of at least 3. Total settlement of drilled piers designed using the above parameters is not anticipated to exceed ½ inch.

The upper 3 feet of lean clay should be ignored due to the potential affects of frost action and construction disturbance. To avoid a reduction in uplift and lateral resistance caused by variable bedrock depths and bedrock quality, it is recommended that a minimum pier length and minimum rock socket length be stated on the design drawings. Slightly weathered shale that required rock coring was encountered in our boring below a depth of about 15 feet, but could vary between tower legs, if the tower is moved from the location of our boring, or if significant grade changes occur at the site. Considering the site geology, variable rock depths should be anticipated if the tower location is moved from the location of our boring. If the tower center is moved more than 25 feet, our office should be notified to review our recommendations and determine whether an additional boring is required. To facilitate pier length adjustments that may be necessary because of variable rock conditions or rock quality, it is recommended that a Terracon representative observe the drilled pier excavation.

A drilled pier foundation should be designed with a minimum shaft diameter of 30 inches to facilitate clean out and possible dewatering of the pier excavation. Temporary casing may be required during the pier excavation in order to control possible groundwater seepage and support the sides of the excavation in weak soil or loose weathered rock 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 Foundation - Buried Foundation Alternative: A buried foundation can be used to support the proposed tower. A shallow footing bearing on native stiff soils or on properly compacted fill extending to suitable native soil could be designed for a maximum net allowable soil bearing pressure of 2,500 psf. In using net allowable soil pressures for footing dimensioning, the weight of the footing and backfill over the footing need not be considered.

To resist lateral loads, an ultimate friction factor of 0.35 can be taken between the foundation and underlying soil. Lateral resistance due to friction at the base of the footing should be ignored where uplift also occurs. Additional lateral resistance can be determined using a coefficient of passive earth pressure (K) equal to 3 and a unit weight of soil of about 120 pcf. This would result in an equivalent fluid pressure of about 360 pounds per cubic foot (pcf). These values assume that footing and pedestal concrete is poured directly against the existing soils and is not formed. If the pedestal is formed, backfill around this structure should be compacted to a minimum of 98 percent of standard Proctor maximum dry density. We recommend a factor of safety of at least 2 be applied to obtain an allowable passive resistance.

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

5.2 Equipment Building Foundations

The proposed equipment shed may be supported on shallow footings bearing on stiff natural soils or properly compacted fill. The equipment building foundations should be dimensioned using a net allowable soil bearing pressure of 2,500 pounds per square foot (psf). In using net

allowable soil pressures for footing dimensioning, the weight of the footings and backfill over the footings need not be considered. Furthermore, the footings should be at least 12 inches wide and a minimum of 2.0 feet square.

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

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

5.3 Parking and Drive Areas

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

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

5.4 Site Preparation

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

Any fill and backfill placed on the site should consist of approved materials that are free of organic matter and debris. Suitable fill materials should consist of well graded crushed stone below the tower foundation and well graded crushed stone or low plasticity cohesive soil elsewhere. Low-plasticity cohesive soil should have a liquid limit of less than 45 percent and a plasticity index of less than 25 percent. The on-site cohesive soils are considered suitable for re-use as fill. The on-site weathered bedrock is suitable for reuse if it is broken to a maximum

4-inch particle size. It is recommended that during construction on-site soils be further tested and evaluated prior to use as fill. Fill should not contain frozen material and it should not be placed on a frozen subgrade.

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

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

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

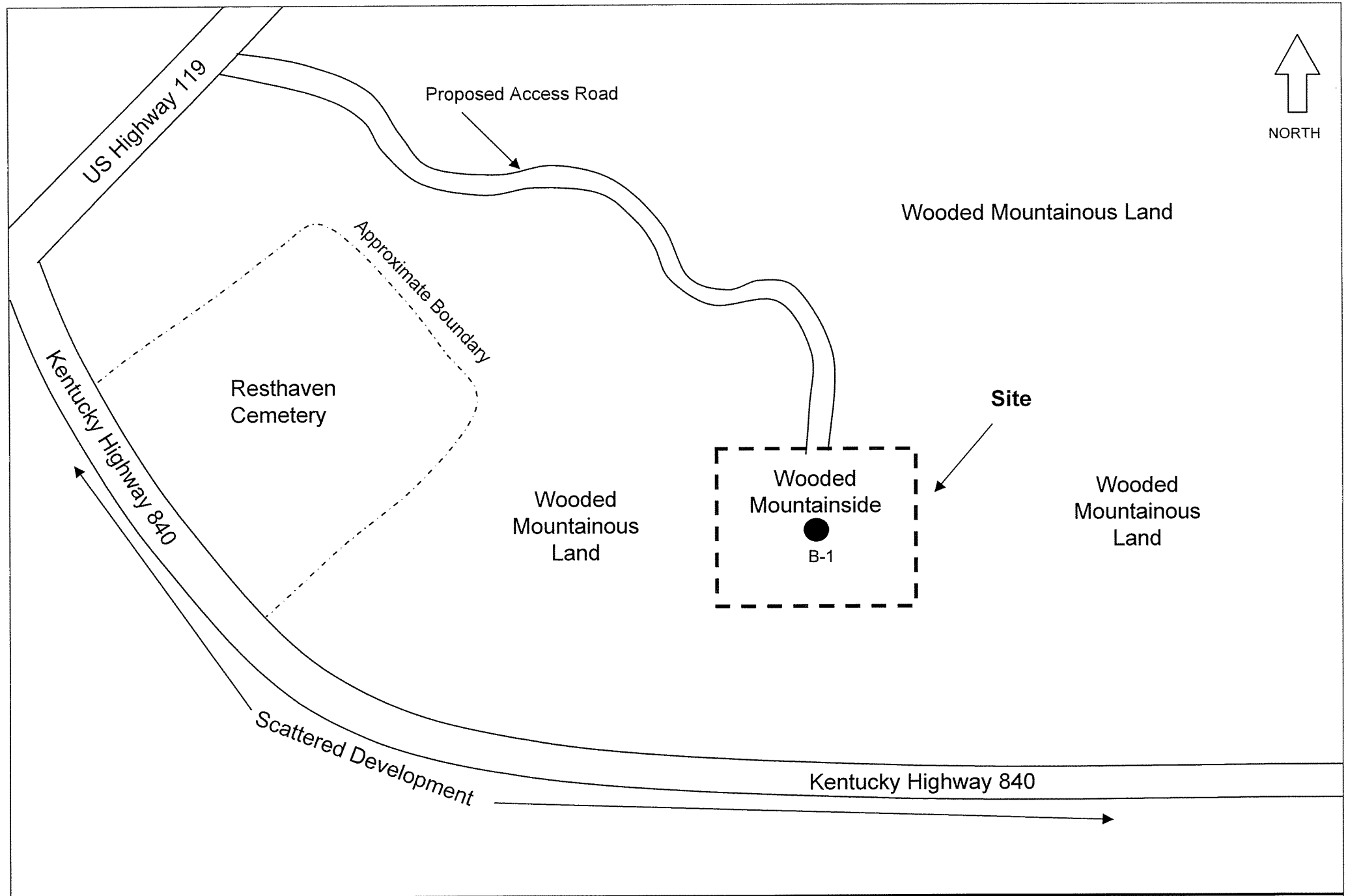


Figure 1
BORING LOCATION DIAGRAM
 SCALE: NTS



nsoro, llc
 Tucker Site
 Harlan, Kentucky
 PROJECT NO. 57097300

LOG OF BORING NO. B-1

CLIENT		PROJECT								
Nsoro Mastec, LLC		191' Monopole Tower Tucker Site								
SITE		PROJECT								
Kentucky Hwy 119 Harlan, Kentucky		191' Monopole Tower Tucker Site								
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	SAMPLES					TESTS		ATTERBERG LIMITS
			USCS SYMBOL	NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	
Approx. Surface Elev.: 1493 ft										
6.5	1486.5	5	CL	1	SS	18	12	16		5000*
			CL	2	SS	6	50/1"	16		9000*
				3	SS	10	50/4"			
				4	SS	4	50/4"	6		
13.5	1479.5			5	SS	5	50/5"	8		
15	1478	15	R-1	DB	75%	RQD 33%				
			R-2	DB	100%	RQD 57%		150	1730 psi	
			R-3	DB	98%	RQD 47%				
			R-4	DB	87%	RQD 70%				
32	1461	30								
Coring terminated at 32 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



BORING STARTED		3-24-09	
BORING COMPLETED		3-24-09	
RIG	Dietrich D-50	FOREMAN	BW
APPROVED	SR	JOB #	57097300

BOREHOLE 99 57097300 BORING LOGS.GPJ TERRACON.GDT 4/6/09

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

<u>Unconfined Compressive Strength, Qu, psf</u>	<u>Standard Penetration or N-value (SS) Blows/Ft.</u>	<u>Consistency</u>
< 500	<2	Very Soft
500 - 1,000	2-4	Soft
1,001 - 2,000	5-7	Medium Stiff
2,001 - 4,000	8-15	Stiff
4,001 - 8,000	16-30	Very Stiff
8,000+	30+	Hard

RELATIVE DENSITY OF COARSE-GRAINED SOILS

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

RELATIVE PROPORTIONS OF SAND AND GRAVEL

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

GRAIN SIZE TERMINOLOGY

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

RELATIVE PROPORTIONS OF FINES

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

PLASTICITY DESCRIPTION

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

GENERAL NOTES

Description of Rock Properties

WEATHERING

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

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

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

Joint, Bedding and Foliation Spacing in Rock^a

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

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

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

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

UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests^A

				Soil Classification	
				Group Symbol	Group Name ^B
Coarse Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3^E$	GW	Well-graded gravel ^F
		Gravels with Fines More than 12% fines ^C	$Cu < 4$ and/or $1 > Cc > 3^E$	GP	Poorly graded gravel ^F
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines ^D	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 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}
		organic	$PI < 4$ or plots below "A" line ^J	ML	Silt ^{K L M}
		Liquid limit - oven dried	< 0.75	OL	Organic clay ^{K L M N}
		Liquid limit - not dried			Organic silt ^{K L M O}
	Silts and Clays Liquid limit 50 or more	inorganic	PI plots on or above "A" line	CH	Fat clay ^{K L M}
		organic	PI plots below "A" line	MH	Elastic Silt ^{K L M}
		Liquid limit - oven dried	< 0.75	OH	Organic clay ^{K L M P}
		Liquid limit - not dried			Organic silt ^{K L M Q}
Highly organic soils	Primarily organic matter, dark in color, and organic odor			PT	Peat

^ABased on the material passing the 3-in. (75-mm) sieve

^BIf field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^CGravels 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.

^DSands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay

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

^FIf soil contains $\geq 15\%$ sand, add "with sand" to group name.

^GIf fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^HIf fines are organic, add "with organic fines" to group name.

^IIf soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^JIf Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^KIf soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^LIf soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.

^MIf soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.

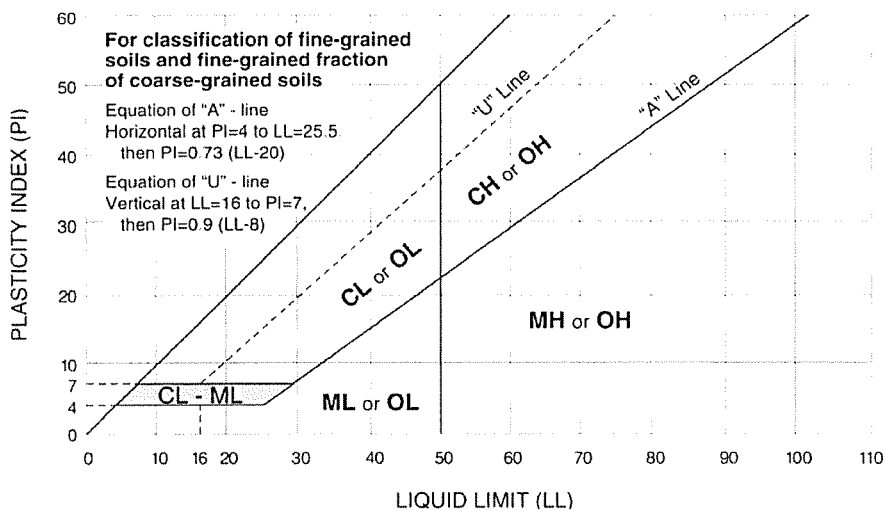
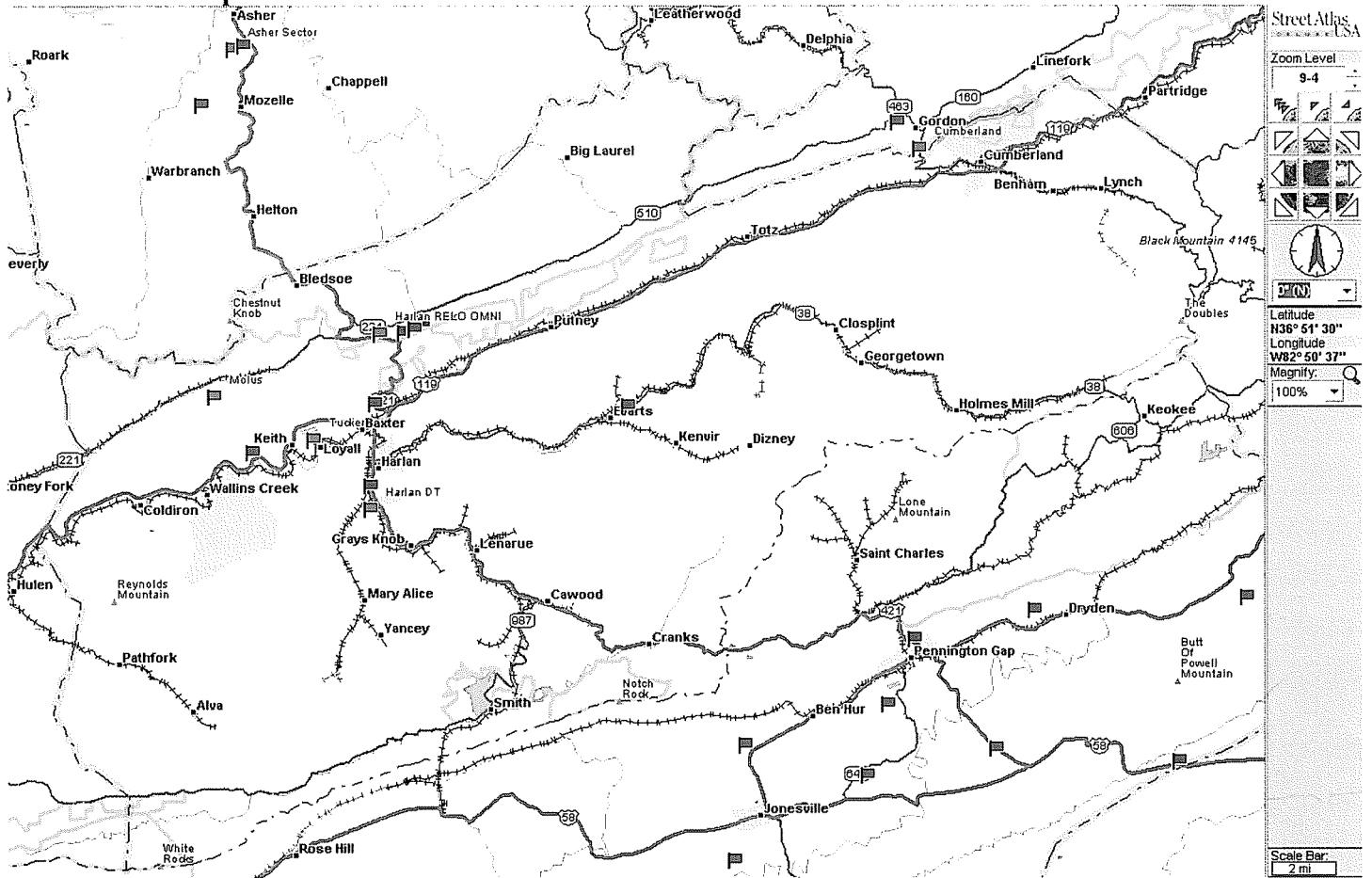


Exhibit F

Tucker Grid Map



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

Competing Utilities, Corporations or Persons

American Towers

Crown Communication

SBA Towers

Verizon

Sprint / Nextel

T-Mobile

Bluegrass Cellular

Shared Sites

Exhibit G



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

Aeronautical Study No.
2009-ASO-2450-OE

Issued Date: 05/22/2009

AT&T Mobility (GD)
Muayyad Mustafa (south)
5601 Legacy Drive, ms A-3
Plano, TX 75024

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

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

Structure:	Antenna Tower Tucker
Location:	Harlan, KY
Latitude:	36-51-04.64N NAD 83
Longitude:	83-21-38.07W
Heights:	199 feet above ground level (AGL) 1693 feet above mean sea level (AMSL)

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

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

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

This determination expires on 11/22/2010 unless:

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

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

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will

void this determination. Any future construction or alteration , including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

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

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

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

If we can be of further assistance, please contact our office at (847) 294-7458. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2009-ASO-2450-OE.

Signature Control No: 629315-109488849

(DNE)

Fred Souchet
Specialist

Attachment(s)
Frequency Data

Frequency Data for ASN 2009-ASO-2450-OE

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



KENTUCKY AIRPORT ZONING COMMISSION

Steven Beshear
Governor

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

June 23, 2009

APPROVAL OF APPLICATION

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

SUBJECT: AS-048-I35-2009-027

STRUCTURE: Antenna Tower
LOCATION: Harlan, KY
COORDINATES: 36° 51' 4.64" N / 83° 21' 38.07" W
HEIGHT: 199' AGL/1692' AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct 199' AGL/ 1692' AMSL Antenna Tower near Harlan, KY 36° 51' 4.64" N / 83° 21' 38.07" W.

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

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

No Marking/Lighting is required.

A handwritten signature in black ink, appearing to read "John Houlihan".

John Houlihan
Administrator



An Equal Opportunity Employer M/F/D

Exhibit H

ULS License

Cellular License - KNKN673 - NEW CINGULAR WIRELESS PCS, LLC

Call Sign	KNKN673	Radio Service	CL - Cellular
Status	Active	Auth Type	Regular

Market

Market	CMA453 - Kentucky 11 - Clay	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

11/29/1996

Control Points

1 1650 LYNDON FARMS COURT, LOUISVILLE, KY
P: (502)329-4700

Licensee

FRN	0003291192	Type	Limited Liability Company
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Licensee

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

Contact

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

Radio Service	Mobile
Type	
Regulatory Status	Common Carrier Interconnected Yes

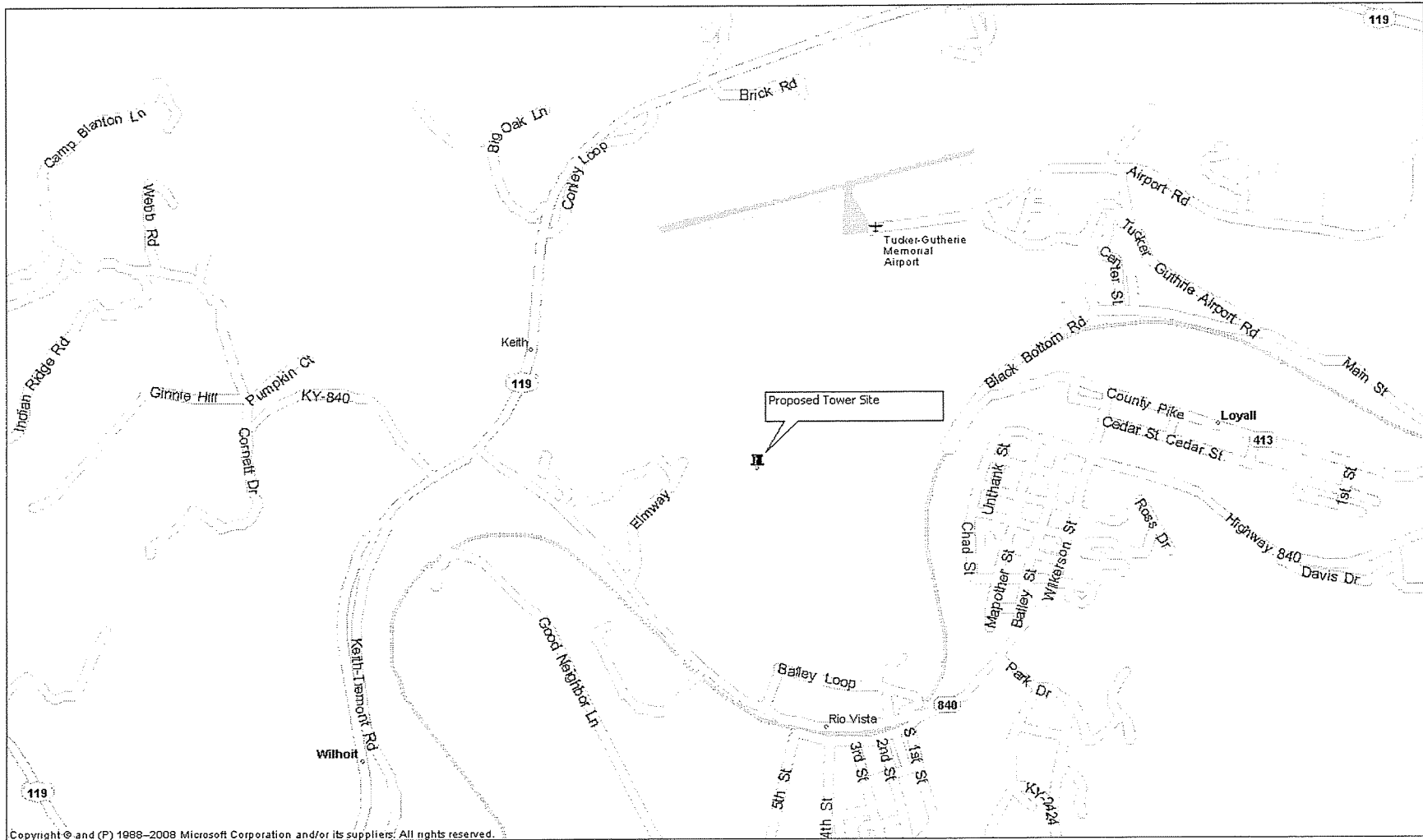
Alien Ownership

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

Basic Qualifications

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

Exhibit I



Directions to Site: From Harlan at the corner of South Main Street and State Route 38 (W. Clover Street), turn right on State Route 38 approximately 1.0 mile to U.S. 421 and turn right. Follow U.S. 421 approximately 1.5 miles to U.S. 119 and turn left. Follow U.S. 119 approximately 2.93 miles to site on left.

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

Market: BTA 295
Cell Site Number: 295G0119
Cell Site Name: Tucker, KY
Fixed Asset Number: 10128981

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by 1998 Murphy H. Green, M.D. Revocable Trust, Elizabeth H. Greene Living Trust, Steve Hendrickson, Margaret Howard Green, Elizabeth Howard Greene, Jacqueline Howard, and E. M. Howard Jr., having a mailing address of PO Box 982, Harlan Kentucky 40831. (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Alpharetta, GA 30004 (hereinafter referred to as "Tenant").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at Highway 480, Emerling, in the County of Harlan, State of Kentucky, (collectively, the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

I. OPTION TO LEASE

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

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

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum [REDACTED] within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "Initial Option Term") and may be renewed by Tenant for an additional one (1) year upon written notification to Landlord and the payment of an additional 12 months and No/100 Dollars (\$100.00) no later than ten (10) days prior to the expiration date of the Initial Option Term.

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

"Financially solvent" as used herein shall include both (1) the transferee's assets exceeding its liabilities and (2) the transferee's ability to pay debts as they become due.

(e) Except as provided in Subparagraphs (f), (g) and (h) immediately following, during the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other beyond those set out in this Paragraph 1.

(f) In the course of Tenant's Tests and inspections, should Tenant discover any pre-existing defects or conditions in the Premises or the Property, environmental or otherwise, that in either party's sole discretion might render entering into the Lease undesirable, then either party shall have the right to terminate this Agreement and the parties will have no further liability to each other beyond those set out in this Paragraph 1.

(g) In the course of Tenant's inspection of Landlord's title Tenant discovers any lien, encumbrance, lease, easement or other cloud on title to the Premises and so much of the Property required for access to the Premises, Tenant shall notify Landlord immediately of same, whereupon Landlord shall have the option of curing such cloud within a reasonable time or terminating this Agreement, and on such termination, the parties will have no further liability to each other beyond those set out in this Paragraph 1.

(h) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord, and the parties will have no further liability to each other beyond those set out in this Paragraph 1.

(i) If during the Initial Option Term and any extension thereof, or during the term of this Agreement if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Any sale of that portion of the Property encompassing the Premises shall be subject to Tenant's rights under this Agreement.

2. **PERMITTED USE.** (a) Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Property adjoining the Premises as described on Exhibit 2 as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Premises in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property contiguous to the Premises (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, including additional Rent equal to that being paid by Tenant for the Premises under Paragraph 4, below. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

(b) Notwithstanding anything to the contrary, express or implied, in this Agreement, Tenant shall not do any act that might impair or disrupt in any respect the present or future operations of the Resthaven Cemetery (the "Cemetery") located on the Property. Tenant shall do no act that would disrupt any funeral, burial or graveside service in the Cemetery or otherwise evidence a disrespect for such proceedings; Tenant shall not use any roads on or leading into the Cemetery from Highway 480 (the entrance to the Cemetery) for access to the Premises for its construction purposes or by any vehicle with a gross vehicle weight over 6,000 pounds unless it has first obtained special permission from the Landowner.

(c) It is agreed that the Tenant shall have full 24/7 access to the Property from Highway 119 and it will not be a violation of this Agreement for Tenant to use the access agreed to and laid out by survey to the Premises of the cell Site and the use by the Tenant of the compound and tower per the Agreement.

3. TERM.

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

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

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

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

4. RENT.

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

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

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

5. APPROVALS.

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

6. **TERMINATION.** Without limiting Landlord's rights elsewhere in this Agreement, this Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party, if the other party remains in default under Paragraph 15 of this Agreement after the applicable cure periods;

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

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

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

7. **INSURANCE.**

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

8. **INTERFERENCE.**

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

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

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

9. **INDEMNIFICATION.**

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

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

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

10. **WARRANTIES.**

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing

and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

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

11. ENVIRONMENTAL.

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

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

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

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

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises, as stated in 2(b) and 2(c); plus, such access being depicted on, and limited to the drawings and specifications shown on Exhibit B hereto. Landlord and Tenant shall provide to each other all codes, keys and other instruments necessary for use of such access. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional temporary access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term.

Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any structural steel or any foundations or underground utilities.

14. MAINTENANCE/UTILITIES.

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

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

15. DEFAULT AND RIGHT TO CURE.

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

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

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

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

If to Tenant: New Cingular Wireless PCS, LLC
Attn: AT&T Network Real Estate Administration
Re: Cell Site #: 252G0119; Cell Site Name: Tucker, KY
Fixed Asset No: 10128981
1255 Cingular Way
Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: 252G0119; Cell Site Name: Tucker, KY
Fixed Asset No: 10128981
1025 Lenox Park Blvd., 5th Floor
5th Floor
Atlanta, GA 30319

If to Landlord: Mr. Steve Henderickson
PO Box 982
Harlan, KY 40831

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

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

18. **CONDEMNATION.** In the event of threatened or actual commencement of any condemnation proceedings affecting the Premises or that portion of the Property encompassing access to the Premises, Landlord will provide best efforts to provide notice of thereof to Tenant promptly. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

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

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed

personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

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

22. PROHIBITION AGAINST ENCUMBRANCES; LIENS. (a) Neither Tenant, nor any permitted successor, assign or sublessee of Tenant, nor Landlord nor its successors and assigns, shall suffer the Premises, the access road thereto or the leasehold interest granted hereunder to be mortgaged or encumbered in any manner. Violation of this Paragraph 22(a) shall be deemed a default under breach of this Agreement and grounds for immediate termination of this Agreement.

(b) Tenant agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, upkeep, changes or other work done by Tenant to the Premises and the access to the Premises and the Communications Facility and further agrees to indemnify and hold harmless Landlord from and against any and all such costs and liabilities incurred by Tenant, and against any and all construction liens arising out of or from such work. In the event any notice or claim of lien shall be asserted of record against the interest of Landlord in the Premises or access road thereto on account of any improvement, upkeep or work done by or for Tenant, or any person claiming by, through or under Tenant, or for improvements, upkeep or work the cost of which is the responsibility of Tenant, Tenant agrees to have such lien canceled and discharged of record (either by payment or bond as permitted by law) within ten (10) days after notice to Tenant by Landlord, and in the event Tenant shall fail to do so, Tenant shall be considered in default under the terms of this Lease.

(c) Any lien other than those described in subparagraph (a) and (b) placed against title to Landlord's property resulting from any act or omission of the Tenant, unless such act or omission results from Landlord's obligations hereunder, shall be cancelled and discharged of record by Tenant (either by payment or by bond as permitted by law) within ten (10) days notice to Tenant by Landlord, and in the event Tenant fails to do so, Tenant shall be considered in default under the terms of this Lease. Tenant further agrees to indemnify and hold harmless Landlord from and against any and all costs and liabilities arising from the imposition of such other liens.

(d) If Tenant has not cancelled and discharged of record any lien against title to Landlord's property as provided in subparagraphs (b) and (c) above, then Landlord shall have the right, at its sole option, and without prejudice to its other rights hereunder, to pay and discharge such lien or liens and the cost thereof shall be paid immediately to the Landlord by the Tenant.

23. MISCELLANEOUS.

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

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

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

assigns.

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

(e) **Governing Law.** This Agreement will be governed by the laws of the Commonwealth of Kentucky, without regard to conflicts of law.

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

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

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

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

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

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

(l) **Access Road.** Landlord shall have the right to make necessary adjustments in the placing of the of the access road depicted on Exhibit 2 hereto as circumstances during construction may require. Tenant shall pay all costs of construction of the access road, and Landlord shall have the right to designate the person or entity to construct the road should said designee's construction bid be equal to or less than that normally paid by Tenant for such construction. Road width, drainage measures and drainage facilities (such as culverts), gates, fences and road surfacing shall all be as set forth in Exhibit 2 and shall be considered as part of the cost of construction to be borne by the Tenant and shall be considered as part of the price "normally paid by Tenant for such construction" by Landlord's designee in placing a bid for the work.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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

"LANDLORD"

By: [Signature]
Print Name: 1998 Murphy H. Green, M.D.
Revocable Trust
Its: Owner
Date: _____

By: [Signature]
Print Name: Steve Hendrickson
Its: Owner
Date: 6-02-09

By: [Signature]
Print Name: Elizabeth H. Greene
Living Trust
Its: Owner
Date: _____

By: [Signature]
Print Name: Margaret Howard Green
Its: Owner
Date: _____

By: [Signature]
Print Name: Elizabeth Howard Greene
Its: Owner
Date: _____

By: [Signature]
Print Name: Jacqueline Howard
Its: Owner
Date: _____

By: [Signature]
Print Name: E. M. Howard Jr.
Its: Owner
Date: _____

"TENANT"

[Signature]
Print Name: ERICA L. CLANTON

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

[Signature]
Print Name: Joyce A. Bennett

By: [Signature]
Print Name: ~~William Plants~~ Dan Toth
Its: ~~Executive Director~~ Mgr. of Real Estate of construction
Date: 6/26/09

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LANDLORD ACKNOWLEDGMENT

STATE OF KENTUCKY)
)
COUNTY OF HARLAN)

On this 2 day of JUNE, 2009, before me personally appeared Murphy H. Green, M.D., Steve Hendrickson, Elizabeth H. Greene Living Trust, Margaret Howard Green, Elizabeth Howard Greene, Jacqueline Howard, and E. M. Howard Jr., to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that such persons executed the same as such persons' free acts and deeds.

Charlote L. Hatmaru

Name:
Notary Public

My Commission Expires: 4-01-12

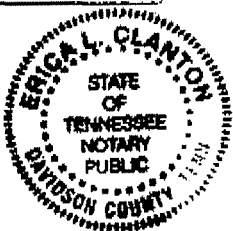
[NOTARIAL SEAL]

TENANT ACKNOWLEDGMENT

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

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

Witness my hand and seal, at office in BRENTWOOD, TN, this the 26th day of JUNE, 2009.



My Commission Expires MAY 8, 2012

Erica L. Clanton

Name: ERICA L. CLANTON
Notary Public

My Commission Expires: MAY 8, 2012

[NOTARIAL SEAL]

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

to the Agreement dated JUNE 26th, 2009, by and between 1998 Murphy H. Green, M.D. Revocable Trust, Steve Hendrickson, Margaret Howard Green, Elizabeth Howard Greene, Jacqueline Howard, and E. M. Howard Jr, as Landlord, and New Cingular Wireless PSC, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows in the books of the Clerk's Office of Harlan County, Kentucky in deed book 404, page 598.

BEING all of those certain parcels of land described in deed dated December 23, 1948, from E. M. Howard and wife, Mattie E. Howard, to Margaret

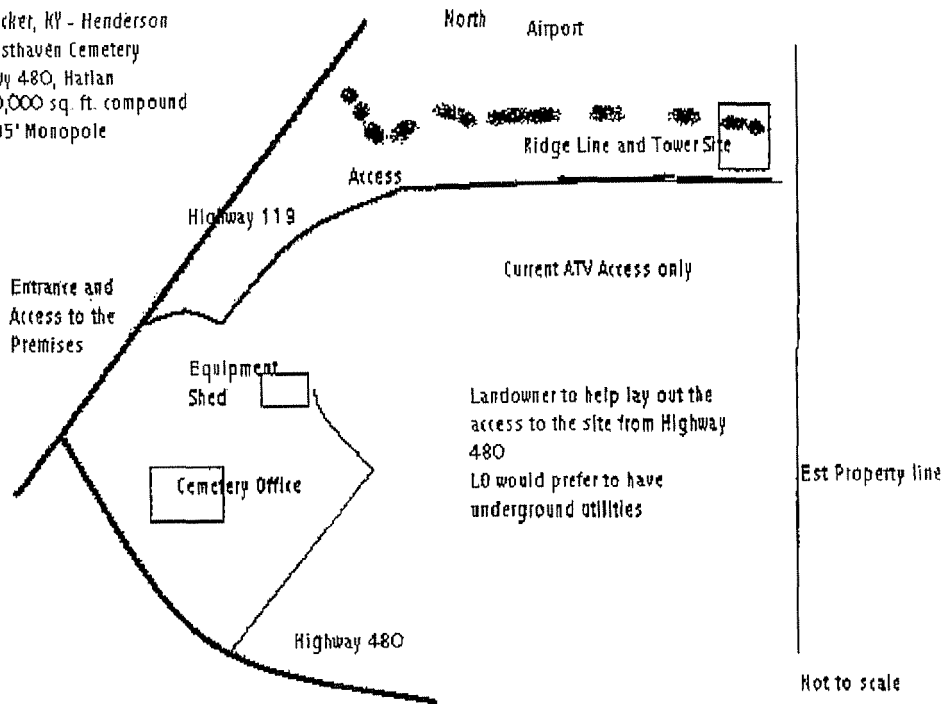
1

Howard Green, et al., and again in deed dated January 10, 1949, from E. M. Howard and wife, Mattie E. Howard, to Margaret Howard Green, et al., which deeds are of record in the office of the Harlan County Clerk, Harlan, Kentucky, in Deed Book 115, at pages 601 and 603. Also, all of those certain tracts of land set out and described in deed dated January 3, 1950 from E. M. Howard and wife, Mattie E. Howard, to Margaret Howard Green, et al., which deed is recorded in the office of the Harlan County Clerk, Harlan, Kentucky, in Deed Book 118, page 85, excepting, however, Tract No. 6 and Tract No. 10, which tracts were sold and conveyed in July 1973, to Brian W. Whitfield, III.

For the source of title of the GRANTOR reference is hereby made to deed dated 12-19, 2005, from Elizabeth H. Greene, widow, to Elizabeth H. Greene and Letitia G. Ball, Trustees, or their Successors in Trust, under the Elizabeth H. Greene Living Trust dated October 22, 2002, recorded in the office of the Harlan County Clerk, Harlan, Kentucky, in Deed Book 398 at page 659.

This conveyance is subject to all of the rules and regulations of Resthaven Cemetery.

Tucker, KY - Henderson
Resthaven Cemetery
Hwy 480, Harlan
10,000 sq. ft. compound
195' Monopole



Notes:

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

Exhibit J



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: TUCKER

SITE I.D.: 252G0119

SITE ADDRESS: HIGHWAY 840
HARLAN, HARLAN CO., KY 40831

LEASE AREA: 10,000 SQ. FT.

PROPERTY OWNER:
1998 MURPHY H. GREEN, M.D. TRUST &
STEVE HENDRICKSON (33.334% INTEREST)
PO BOX 982
HARLAN, KY 40831

TAX MAP NUMBER: 57

PARCEL NUMBER: 12

SOURCE OF TITLE:
DEED BOOK 404, PAGE 598

LATITUDE: 36° 51' 04.643"N
LONGITUDE: 83° 21' 38.070"W

NO.	REVISION/ISSUE	DATE

TITLE:
500' RADIUS
OWNER LIST

SHEET:
C-1A

- ① TAX MAP 57, PARCEL 12
RESTHAVEN
C/O STEVE & HOWARD HENDRICKSON
PO BOX 982
HARLAN, KY 40831
- ② TAX MAP 56-2, PARCEL 13
SHAWN B. & KIMBERLY MILLER
PO BOX 462
BAXTER, KY 40806
- ③ TAX MAP 56-2, PARCEL 14
WESLEY & KRISTIE BOGGS
239 CONLEY LOOP
BAXTER, KY 40806
MARGARET BURKHART
187 CONLEY LOOP
BAXTER, KY 40806
- ④ TAX MAP 57, PARCEL 14
HARLAN COUNTY AIRPORT
C/O HARLAN COUNTY FISCAL COURT
COURT HOUSE
HARLAN, KY 40831
- ⑤ TAX MAP 57-3, PARCEL 131
HARLAN COUNTY
PO BOX 956
HARLAN, KY 40831
- ⑥ TAX MAP 57-3, PARCEL 15
MARK & JULIE RICHARDS
10170 PIDCOCK ROAD
NORWICH, OH 43767
- ⑦ TAX MAP 57-3, PARCEL 45
NORMAN & MARY HUNT
296 BAILEY LOOP
LOYALL, KY 40854
- ⑧ TAX MAP 57-3, PARCEL 16
LINDA & LESTER INGLE
PO BOX 5
LOYALL, KY 40854
- ⑨ TAX MAP 57-3, PARCEL 51
JOE & JEAN BLANKENSHIP
PO BOX 452
LOYALL, KY 40854
- ⑩ TAX MAP 57-3, PARCEL 53
JOE & JEAN BLANKENSHIP
PO BOX 452
LOYALL, KY 40854
- ⑪ TAX MAP 57-3, PARCEL 54
JOE & JEAN BLANKENSHIP
PO BOX 452
LOYALL, KY 40854
- ⑫ TAX MAP 57-3, PARCEL 54.01
JOE & JEAN BLANKENSHIP
PO BOX 452
LOYALL, KY 40854
- ⑬ TAX MAP 57-3, PARCEL 55.01
HARLAN COUNTY
PO BOX 956
HARLAN, KY 40831
- ⑭ TAX MAP 57-3, PARCEL 55
DIMITRA TAYLOR
PO BOX 743
LOYALL, KY 40854
- ⑮ TAX MAP 57-3, PARCEL 56
JUSTIN SARAGAS
PO BOX 743
LOYALL, KY 40854
- ⑯ TAX MAP 57-3, PARCEL 57
SAM & ANDROMAHI SARAGAS
PO BOX 743
LOYALL, KY 40854
- ⑰ TAX MAP 57-3, PARCEL 61
HARRY KENT & JAN HENDRICKSON
PO BOX 390
HARLAN, KY 40831
- ⑱ TAX MAP 57-3, PARCEL 60
CHARLES S. & JAYNE HENDRICKSON
PO BOX 982
HARLAN, KY 40831
- ⑲ TAX MAP 57-3, PARCEL 59
DOYLE P. & ADELE CORNETT
PO BOX 1596
HARLAN, KY 40831
- ⑳ TAX MAP 57-3, PARCEL 62
SANFORD & BETTY WEILER
PO BOX 1499
HARLAN, KY 40831
- ㉑ TAX MAP 57-3, PARCEL 63
MIKE REECE
PO BOX 40
NEW TAZEWELL, TN 37825
- ㉒ TAX MAP 57-3, PARCEL 58
GLADYS & CHARLES HENDRICKSON
PO BOX 982
HARLAN, KY 40831
- ㉓ TAX MAP 57, PARCEL 10
HARLAN COUNTY CHAMBER OF COMMERCE
PO BOX 268
HARLAN, KY 40831
- ㉔ TAX MAP 57-1, PARCEL 43
TOM GOODEN
PO BOX 324
LOYALL, KY 40854
- ㉕ TAX MAP 57-1, PARCEL 42
TOM GOODEN
PO BOX 324
LOYALL, KY 40854
- ㉖ TAX MAP 57, PARCEL 12.01
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
STATE OFFICE BUILDING
FRANKFORT, KY 40622
- ㉗ TAX MAP 57-1, PARCEL 41
FOUR MILE BAPTIST CHURCH
3149 HWY 840
KEITH, KY 40846
- ㉘ TAX MAP 57-1, PARCEL 40
MARY B. MIDDLETON
PO BOX 258
BAXTER, KY 40806
- ㉙ TAX MAP 57-1, PARCEL 3
WILLIAM & RUTH CLARK
PO BOX 1628
HARLAN, KY 40831
GARY & PATRICIA LEWIS
PO BOX 30
LOYALL, KY 40854
PEGGY LEWIS
3542 HWY 840
WALLINS, KY 40873
BOBBY SMITH
3542 HWY 840
WALLINS, KY 40873
- ㉚ TAX MAP 57-1, PARCEL 1
EDWIN & GEORGIA HELTON
PO BOX 1306
HARLAN, KY 40831
KIMBERLY & SHAWN MITLER
PO BOX 462
BAXTER, KY 40806
- ㉛ TAX MAP 57, PARCEL 9
HARLAN COUNTY
PO BOX 956
HARLAN, KY 40831
- ㉜ TAX MAP 57-1, PARCEL 39
DONNA WHITE
PO BOX 325
HARLAN, KY 40831

GENERAL NOTE:

ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF HARLAN COUNTY, KY PROPERTY VALUATION ADMINISTRATION OFFICE ON 2/4/09. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESS DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES.

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**

Donna White
P.O. Box 325
Harlan, KY 40831

Via Certified Mail Return Receipt Requested


Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located near the intersection of U.S. 119 and State Route 840, Harlan, Kentucky 40831. A map showing the location is attached. The proposed facility will include a 195 foot monopole tower, plus related ground facilities.

This notice is being sent to you because the Harlan County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR adjacent 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 2009-00256 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**

Sanford & Betty Weiler
P.O. Box 1499
Harlan, KY 40831

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility near the intersection of U.S. 119 and State Route 840, Harlan, Kentucky 40831. A map showing the location is attached. The proposed facility will include a 195 foot monopole tower, plus related ground facilities.

This notice is being sent to you because the Harlan County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR adjacent 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 2009-00256 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**

Dimitra Taylor
P.O. Box 743
Loyall, KY 40854

Via Certified Mail Return Receipt Requested

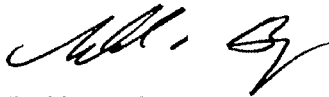
Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located near the intersection of U.S. 119 and State Route 840, Harlan, Kentucky 40831. A map showing the location is attached. The proposed facility will include a 195 foot monopole tower, plus related ground facilities.

This notice is being sent to you because the Harlan County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR adjacent 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 2009-00256 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

Bobby Smith
3542 Hwy 840
Wallins, KY 40873

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located near the intersection of U.S. 119 and State Route 840, Harlan, Kentucky 40831. A map showing the location is attached. The proposed facility will include a 195 foot monopole tower, plus related ground facilities.

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Sincerely,



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

Enclosure

BRIGGS LAW OFFICE, PSC
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**

Justin Saragas
P.O. Box 743
Loyall, KY 40854

Via Certified Mail Return Receipt Requested

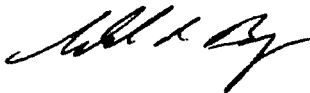
Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located near the intersection of U.S. 119 and State Route 840, Harlan, Kentucky 40831. A map showing the location is attached. The proposed facility will include a 195 foot monopole tower, plus related ground facilities.

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Sincerely,



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

Enclosure

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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**

Sam & Andromahi Saragas
P.O. Box 743
Loyall, KY 40854

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**

Mark & Julie Richards
10170 Pidcock Road
Norwich, OH 43767

Via Certified Mail Return Receipt Requested

Dear Landowner:

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Sincerely,



Todd R. Briggs
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**

Mike Reece
P.O. Box 40
New Tazewell, TN 37825

Via Certified Mail Return Receipt Requested

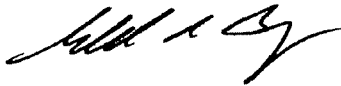
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Todd R. Briggs
Counsel for New Cingular Wireless PCS, LLC

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**

Peggy Lewis
3542 Hwy 840
Wallins, KY 40873

Via Certified Mail Return Receipt Requested

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Todd R. Briggs
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**

Kimberly & Shawn Mitler
P.O. Box 452
Baxter, KY 40806

Via Certified Mail Return Receipt Requested

Dear Landowner:

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Sincerely,



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

Enclosure

BRIGGS LAW OFFICE, PSC

TODD R. BRIGGS

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction
Wireless Telecommunications Facility**

Shawn B. & Kimberly Miller
P.O. Box 462
Baxter, KY 40806

Via Certified Mail Return Receipt Requested


Dear Landowner:

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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**

Mary B. Middleton
P.O. Box 258
Baxter, KY 40806

Via Certified Mail Return Receipt Requested

Dear Landowner:

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Sincerely,



Todd R. Briggs
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**

Gary & Patricia Lewis
P.O. Box 30
Loyall, KY 40854

Via Certified Mail Return Receipt Requested

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Todd R. Briggs
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**

Linda & Lester Ingle
P.O. Box 5
Loyall, KY 40854

Via Certified Mail Return Receipt Requested

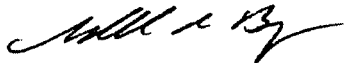
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Counsel for New Cingular Wireless PCS, LLC

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

Norman & Mary Hunt
296 Bailey Loop
Loyall, KY 40854

Via Certified Mail Return Receipt Requested

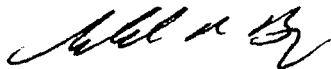
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Todd R. Briggs
Counsel for New Cingular Wireless PCS, LLC

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**

Gladys & Charles Hendrickson
P.O. Box 982
Harlan, KY 40831

Via Certified Mail Return Receipt Requested

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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**

Doyle P. & Adele Cornett
P.O. Box 1596
Harlan, KY 40831

Via Certified Mail Return Receipt Requested

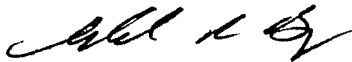
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TODD R. BRIGGS
17300 POLO FIELDS LANE
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction
Wireless Telecommunications Facility**

Commonwealth of Kentucky
Transportation Cabinet
State Office Building
Frankfort, KY 40622

Via Certified Mail Return Receipt Requested

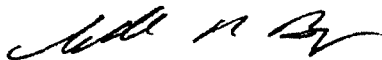
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Counsel for New Cingular Wireless PCS, LLC

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**

Harlan County Chamber of Commerce
P.O. Box 268
Harlan, KY 40831

Via Certified Mail Return Receipt Requested

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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**

William & Ruth Clark
P.O. Box 1628
Harlan, KY 40831

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

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Wireless Telecommunications Facility**

Charles S. & Jayne Hendrickson
P.O. Box 982
Harlan, KY 40831

Via Certified Mail Return Receipt Requested

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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**

Margaret Burkhart
187 Conley Loop
Baxter, KY 40806

Via Certified Mail Return Receipt Requested

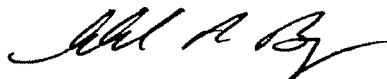
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Counsel for New Cingular Wireless PCS, LLC

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**

Weslie & Kristie Boggs
239 Conley Loop
Baxter, KY 40806

Via Certified Mail Return Receipt Requested

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Enclosure

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TODD R. BRIGGS
17300 POLO FIELDS LANE
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

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Wireless Telecommunications Facility**

Joe & Jean Blankenship
P.O. Box 452
Loyall, KY 40854

Via Certified Mail Return Receipt Requested

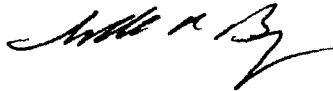
Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located near the intersection of U.S. 119 and State Route 840, Harlan, Kentucky 40831. A map showing the location is attached. The proposed facility will include a 195 foot monopole tower, plus related ground facilities.

This notice is being sent to you because the Harlan County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR adjacent 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 2009-00256 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**

Four Mile Baptist Church
3140 Hwy 840
Keith, KY 40846

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located near the intersection of U.S. 119 and State Route 840, Harlan, Kentucky 40831. A map showing the location is attached. The proposed facility will include a 195 foot monopole tower, plus related ground facilities.

This notice is being sent to you because the Harlan County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR adjacent 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 2009-00256 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**

Harlan County Airport
C/o Harlan County Fiscal Court
P.O. Box 670
Harlan, KY 40831

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located near the intersection of U.S. 119 and State Route 840, Harlan, Kentucky 40831. A map showing the location is attached. The proposed facility will include a 195 foot monopole tower, plus related ground facilities.

This notice is being sent to you because the Harlan County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR adjacent 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 2009-00256 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**

Edwin & Georgia Helton
P.O. Box 1306
Harlan, KY 40831

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at Scuddy Mountain Pine Road, Vicco, Kentucky 41773. A map showing the location is attached. The proposed facility will include a 195 foot monopole tower, plus related ground facilities.

This notice is being sent to you because the Harlan County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR adjacent 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 2009-00256 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**

Tom Gooden
P.O. Box 324
Loyall, KY 40854

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at Scuddy Mountain Pine Road, Vicco, Kentucky 41773. A map showing the location is attached. The proposed facility will include a 195 foot monopole tower, plus related ground facilities.

This notice is being sent to you because the Harlan County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR adjacent 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 2009-00256 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**

Gladys & Charles Hendrickson
P.O. Box 982
Harlan, KY 40831

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located near the intersection of U.S. 119 and State Route 840, Harlan, Kentucky 40831. A map showing the location is attached. The proposed facility will include a 195 foot monopole tower, plus related ground facilities.

This notice is being sent to you because the Harlan County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR adjacent 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 2009-00256 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**

Harlan County
P.O. Box 956
Harlan, KY 40831

Via Certified Mail Return Receipt Requested


Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at Scuddy Mountain Pine Road, Vicco, Kentucky 41773. A map showing the location is attached. The proposed facility will include a 195 foot monopole tower, plus related ground facilities.

This notice is being sent to you because the Harlan County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR adjacent 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 2009-00256 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 Joseph Grieshop
Harlan County Judge Executive
P.O. Box 670
Harlan, KY 40831-0670

**RE: Notice of Proposal to Construct Wireless Telecommunications Facility
Kentucky Public Service Commission--Case No. 2009-00256**

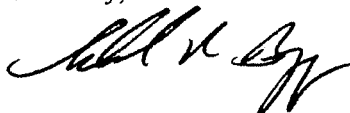
Dear Judge Grieshop:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located near the intersection of U.S. 119 and State Route 840, Harlan, Kentucky 40831. A map showing the location is attached. The proposed facility will include a 195 foot monopole tower, plus related ground facilities.

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

Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2009-00256 in any correspondence.

Sincerely,



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

Enclosure

Exhibit L

PUBLIC NOTICE

New Cingular Wireless PCS, LLC
proposes to construct a
telecommunications

TOWER

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

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

or

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

Please refer to Commission's
Case #2009-00256
in your correspondence.

PUBLIC NOTICE

New Cingular Wireless PCS, LLC
proposes to construct a
telecommunications

TOWER

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

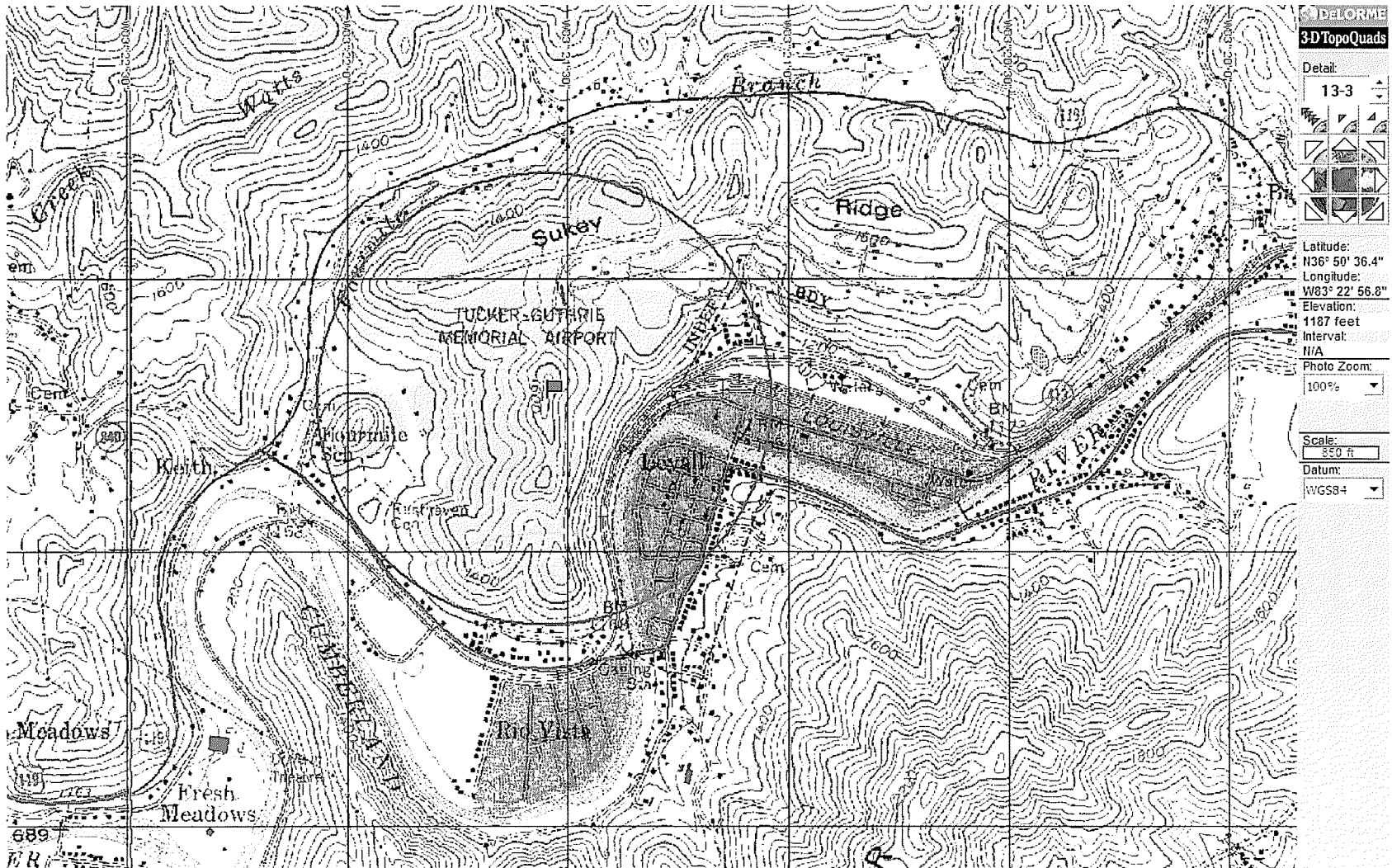
Briggs Law Office, PSC
17300 Polo Fields Lane
Louisville, KY 40245
(502) 254-9756

or

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

Please refer to Commission's
Case #2009-00256
in your correspondence.

Exhibit M



DELORME
3DTopoQuads

Detail:
13-3

Latitude:
N36° 50' 36.4"

Longitude:
W83° 22' 56.8"

Elevation:
1187 feet

Interval:
N/A

Photo Zoom:
100%

Scale:
850 ft

Datum:
WGS84

Tucker 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

July 9, 2009

To Whom It May Concern:

Dear Sir or Madam:

This letter is to serve as documentation that the proposed AT&T site called Tucker, to be located in Harlan County, KY at Latitude 36-51-04.64 North, Longitude 083-21-38.07 West, has been designed, and will be built and operated in accordance with all applicable FCC and FAA regulations.

A handwritten signature in black ink that reads "Sherri A Lewis".

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

July 9, 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 Tucker site. There are no collocation opportunities available as there are no tall structures located within this site's search area.

A handwritten signature in cursive script that reads "Sherri A Lewis".

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

July 9, 2009

To Whom It May Concern:

Dear Sir or Madam:

This letter is to state the need of the proposed AT&T site called Tucker, to be located in Harlan County, KY. The Tucker site is necessary to improve call quality and service in the downtown area of Loyall, KY and south along US Hwy 119, SR840 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 Harlan County will experience improved reliability, better in-building coverage, and improved access to emergency 911 services.

A handwritten signature in black ink, appearing to read "Sherri A Lewis".

Sherri A Lewis
RF Design Engineer