



RECEIVED

SEP 24 2009

PUBLIC SERVICE
COMMISSION

Writers Direct:
Phone: (859) 426-2151
Fax: (859) 341-4879
E-mail: phughes@dbllaw.com

September 23, 2009

FEDERAL EXPRESS

Public Service Commission
Attn: Thomas M. Dorman
211 Sower Boulevard
P.O. Box 615
Frankfort, Kentucky 40601

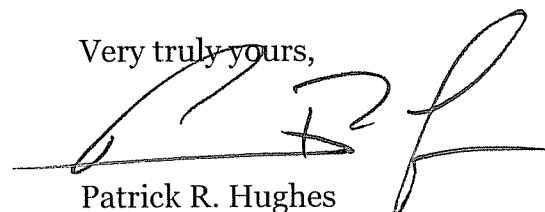
Re: South Barbourville - Site 1331
Docket No. 2009-*au*

Dear Mr. Dorman:

Please find enclosed for filing an original and five (5) copies of the Application of New Cingular Wireless PCS, LLC and Hemphill Corporation for Issuance of a Certificate of Public Convenience and Necessity to Construct a Wireless Communication Facility.

Thank you for your assistance in this matter. If you have any questions or require further information, please do not hesitate to contact me.

Very truly yours,



Patrick R. Hughes

PRH/rmc
Enclosures

207045v1

Dressman Benzinger LaVelle psc
Attorneys at Law

KENTUCKY OFFICE: Thomas More Park • 207 Thomas More Parkway • Crestview Hills, Kentucky 41017-2596 • Phone (859) 341-1881 • Fax (859) 341-1469
OHIO OFFICE: 3500 Carew Tower • 441 Vine Street • Cincinnati, Ohio 45202-3007 • Phone (513) 241-4110 • Fax (513) 241-4551
www.dbllaw.com

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED
SEP 24 2009
PUBLIC SERVICE
COMMISSION

In the Matter of:

APPLICATION OF NEW CINGULAR)
WIRELESS PCS, LLC)
AND HEMPHILL CORPORATION FOR ISSUANCE) Docket No. 2009-261
OF A CERTIFICATE OF PUBLIC CONVENIENCE)
AND NECESSITY TO CONSTRUCT A WIRELESS)
COMMUNICATIONS FACILITY AT JUNCTION 25)
EAST AND 1304, BIMBLE,)
KNOX COUNTY, KENTUCKY 40915)

SITE NAME: SOUTH BARBOURVILLE (#1331)

APPLICATION:

New Cingular Wireless, PCS, LLC (“New Cingular”) and Hemphill Corporation (“Hemphill”), collectively “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, 602 West Chestnut Street, Louisville, Kentucky 40203 and Hemphill Corporation, 1350 N. Louisville Ave., Tulsa, OK 74115.

2. New Cingular is a Delaware limited liability company licensed to do business in Kentucky. Hemphill is an Oklahoma corporation licensed to do business in

Kentucky. A copy of New Cingular and Hemphill's Articles of Incorporation are on file with the Public Service Commission.

3. 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.

4. To address the above need, Applicant proposes to construct a guyed tower near South Barbourville, Knox County, Kentucky, an area located entirely within the Louisville-Lexington-Evansville MTA. Applicant refers to the site of such tower, for short hand purposes, as the "South Barbourville" site.

5. The proposed WCF facility will consist of a 340 foot guyed tower, with attached antennae extending upward for a maximum total height of 340 feet. The entire proposed WCF facility will be fenced with a secured access gate. Tower design information, including the vertical tower profile and the foundation design, signed and sealed by a professional engineer registered in Kentucky is attached hereto as Exhibit A.

6. The site development plan, signed and sealed by a professional engineer registered in Kentucky is included in Exhibit A. A site survey and a location plan, signed and sealed by a professional engineer registered in Kentucky, that shows the proposed location of the tower and all easements and existing structures within 500 feet of the proposed site and all of the easements and structures within 200 feet of the access drive (including the intersection with the public street system) is included in Exhibit A.

Please note:

(a) There are no existing structures within the 500 foot radius around the proposed tower compound; and

(b) There are no existing structure(s) within the 200-foot radius around the proposed access road to the tower compound.

The site development plan was prepared by Hemphill Corporation. The site survey and location plans were prepared by Hemphill Corporation. Certification, by a professional engineer licensed in Kentucky, that the proposed facility is not within the limits of a designated flood hazard area per FEMA/FIRM Map #21121C0165E, Knox County, Kentucky, effective date of August 16, 2006, is attached as **Exhibit B**. Thus, a detailed description of the manner in which the proposed facility will be constructed may be found in **Exhibits A and B**.

7. A list of the public utilities corporations or persons the proposed new construction is likely to compete with is attached as **Exhibit C**.

8. The process that was used in selecting the site for the proposed WCF facility by Applicant was consistent with the process used for selecting all other existing and proposed facilities within the Louisville-Lexington-Evansville MTA. With respect to the precise selection procedures and co-location efforts please refer to **Exhibit D** attached hereto. A map of the area and further information regarding Applicant's search ring/area is attached hereto as **Exhibit D**.

9. The proposed WCF facility will serve Kentucky customers in an area totally within Applicant's proposed service area in Louisville-Lexington-Evansville MTA.

10. A geotechnical analysis was performed by Hemphill Corporation. Said analysis shows normal soil conditions. Hemphill Corporation's address is 1350 N.

Louisville Ave., Tulsa, OK 74115. A copy of the geotechnical site investigation report dated December 22, 2001 is attached hereto as **Exhibit E**.

11. The foundation design for this proposed tower and WCF facility has been developed with the information provided by Hemphill Corporation. The final design for the foundation is included as Exhibit A.

12. Personnel directly responsible for the design and construction of the proposed facility are qualified and experienced. The initial designs of the tower and foundations were performed by Hemphill Corporation. The engineer is John W. McCann, Ph.D., P.E.. The construction Manager for the proposed WCF facility is Mr. Gary M. Connelly of Hemphill Corporation. Frank Neeley is the consulting surveyor. Applicant certifies that all individuals involved in the construction of the proposed WCF facility will be experienced and qualified.

In the event the initial design of the tower and/or foundation is subsequently revised, Applicant will amend this Application accordingly and will file with the Commission original and final drawings pursuant to applicable laws and regulations.

13. Copies of Applicant's Application For a Permit to Construct an Antenna Tower from the Kentucky Airport Zoning Commission and request for a Determination of No Hazard to Air Navigation from the Federal Aviation Administration are attached hereto as **Exhibit F**. Please note, preliminary review indicates that the proposed antenna application does not exceed the standards for determining obstructions to navigable airspace as set forth in Subpart C of Part 77.

14. Applicant's FCC Form 463a is attached hereto as **Exhibit G**

15. The site for the proposed WCF facility is leased from Alva Patterson and Beverly Patterson by Hemphill Corporation. Hemphill Corporation has entered into a

site lease agreement with Applicant whereby Hemphill will lease to Applicant a certain portion of the WCF facility. The lease documents are attached hereto as **Exhibit H**.

16. The proposed WCF facility will be located near South Barbourville, Knox County, Kentucky. The appropriate notices (in compliance with 807 K.A.R. 5:063 Section 1(2)), 2' x 4', with the word "TOWER" in letters at least 4" high, have been posted in a visible location on the proposed site and on the nearest public road and shall remain posted for at least two (2) weeks after the Application is filed. The location of the proposed facility has been published in The Advocate Publishing Co., a newspaper of general circulation in Knox County, Kentucky. A copy of the legal notice is attached as **Exhibit I**.

17. Clear directions to the proposed site, as well as the name, address and telephone number of the person who prepared said directions are set forth in **Exhibit J**.

18. Applicant has notified every person who owns property within 500 feet of the proposed tower by certified mail, return receipt requested, of the proposed construction. Each such person has been given the docket number under which the proposed application will be processed and has been informed of his or her right to request intervention.

19. A list of property owners so notified is attached as **Exhibit K**, together with copies of the certified letters sent to listed property owners. Also included in Exhibit L is a copy of a certified letter to the Knox County Judge Executive.

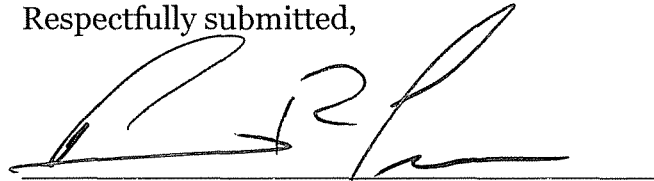
20. The area, as depicted in Exhibit A, in which the proposed facility is to be constructed is not zoned. Attached as **Exhibit L** is a copy of a letter from the Knox County Judge Executive.

21. There are no existing cellular antennas at the site.

22. In the event that the WCF facility is abandoned for a period in excess of 180 days, Hemphill Corporation will dismantle the facility within a reasonable time period. See **Exhibit M**.

23. Any response to this Application may be directed to Patrick R. Hughes of Dressman Benzinger LaVelle psc at 207 Thomas More Parkway, Crestview Hills, KY 41017 or by calling (859) 341-1881.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'P. R. Hughes', is written over a horizontal line.

Patrick R. Hughes
Dressman Benzinger LaVelle psc
207 Thomas More Parkway
Crestview Hills, Kentucky 41017
(859) 341-1881

VICINITY MAP



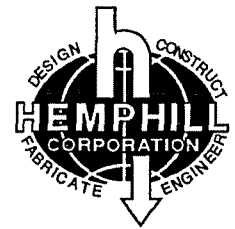
S. BARBOURVILLE, KY

SITE: 1331

340' GUY TOWER FOR MULTIPLE WIRELESS CARRIERS

PROJECT DATA

SITE NUMBER: 1331
 SITE NAME: South Barbourville, KY
 ADDRESS: *
 POWER COMPANY: Barbourville W&E
 CONTACT NAME: Paula Partin
 TELEPHONE: 606.546.3187
 TELEPHONE COMPANY: Verizon
 CONTACT NAME: *
 TELEPHONE: 800.483.5000
 TAX PARCEL NUMBER:
 PROPERTY OWNER: Alva Patterson
 TELEPHONE: 606.546.8182
 HEMPHILL CONTACT: JOHN R. HEMPHILL
 TELEPHONE: 918-834-2200
 SURVEYOR CONTACT: FRANK NEELEY
 TELEPHONE: 615-292-0435
 COUNTY: Knox
 ZONING CLASSIFICATION: AG

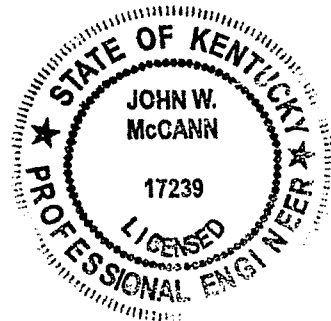


CONSTRUCTION

1350 NORTH LOUISVILLE
 TULSA, OK. 74115
 OFFICE 918-834-2200
 FAX 918-836-6918

PROJECT STAFF

ENGINEER:
 John W. McCann, Ph.D., P.E.
 Hemphill, LLC
 1350 North Louisville
 Tulsa, OK 74115



LICENSED PROFESSIONAL ENGINEER

SIGNED: 8/13/09



BEFORE YOU DIG !!!
 CALL KENTUCKY UTILITY PROTECTION
 SERVICES FOR LOCATION OF
 UNDERGROUND UTILITIES.
 1-800-752-6007

DRAWING INDEX

| SHEET NO. | DESCRIPTION |
|-----------|-------------------------------------|
| TS | TITLE SHEET |
| C1-1 | SITE SURVEY |
| C2-1 | COMPOUND LAYOUT AND GRADING |
| C3-1 | TOWER ELEVATION |
| C4-1 | ROADWAY AND COMPOUND DETAILS |
| C6-1 | COMPOUND FENCE DETAILS |
| C7-1 | MINIMUM ANCHOR FENCE DETAILS |
| E1-1 | ELECTRICAL, LIGHTING AND TELCO PLAN |
| E2-1 | CONSTRUCTION DETAILS ELECTRICAL |
| E3-1 | INSTALLATION OF LIGHT CONTROLLER |
| E4-1 | GROUNDING PLAN |
| E5-1 | GROUNDING DETAILS |
| G1-1 | GENERAL NOTES |
| G1-2 | GENERAL NOTES |

DIRECTIONS

From Tennessee state line, go north on 175 to Corbin Exit 25E, Exit # 29. At exit take right. Go approximately 22.4 miles to Bimble, KY. See state road 1304 on left, Goodin Branch Road. Site is approximately 500 yards on the right, Frontage 25E, access entrance on right after highway guard rail is old abandoned dirt road with curb cut.

HEMPHILL, LLC TOWER SITE DEVELOPMENT SPECIFICATIONS SUPPLEMENT THE CONSTRUCTION DRAWINGS. FACILITY IS NOT STAFFED AND NORMALLY NOT OCCUPIED.

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE CONSTRUCTION MANAGER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME

| 8/11 | REV. A | REVIEW |
|------|--------|--------|
| | | |
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| | | |

1331
 South Barbourville, KY

TITLE SHEET

DATE: Aug. 11, 2009

SCALE: N.T.S.

DRAWN: JEN

ENG. #:

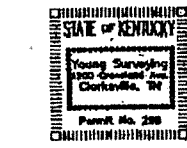
SHEET

TS

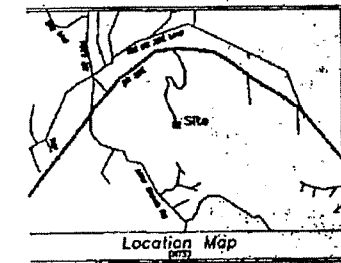
Survey Notes:

Contact proper Authorities before building near city lines, for easement width and restrictions. Utilities are approximate and should be verified for to any construction.
 Building setbacks are to be determined by the owner, Kentucky Building Commission.
 We hereby certify that this survey has been made using the recorded information shown, and that this survey is correct to the best of my knowledge and belief. This lot is subject to any later recorded matters and the findings of an accurate title search. We hereby certify that this is a class "A" survey and that the ratio of precision of the measurements is better than 20,000 as shown herein.
 This survey has been prepared for the exclusive use of the person or entities named herein. It does not press or imply warranties with respect to the information shown herein to be extended to any persons or entities other than those shown herein.
 I hereby certify that this plot depicts a survey made by me, or under my direction, by the method of random traversing. The bearings and distances shown herein, have been unadjusted for course. This survey and plot meets or exceeds a minimum standards of governing authorities.

David N. Young, Surveyor KY Reg. # 3197.

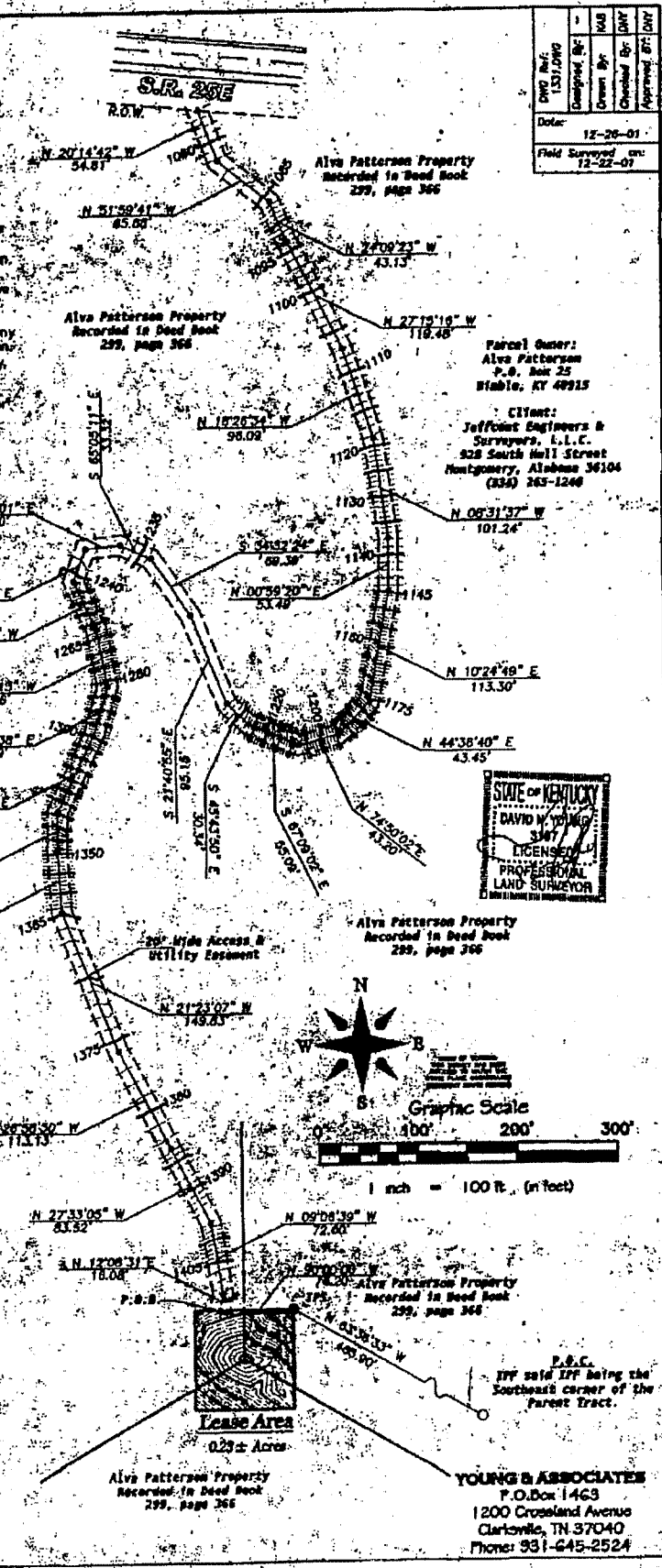


Alva Patterson Property Recorded in Deed Book 299, page 366



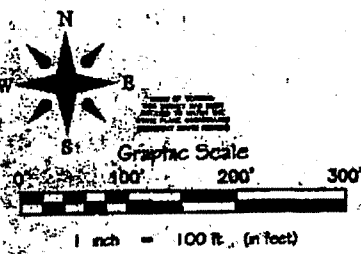
- LEGEND:**
- IPS - IRON PIN SET (1/2" REBAR, 18" IN LENGTH WITH A RED PLASTIC ID. CAP READING "D.N. YOUNG, PLS 3197"
 - IFF - IRON PIN FOUND
 - X-X- FENCE LINE
 - CALCULATED POINT
 - O.B. - POINT OF BEGINNING
 - O.C. - POINT OF COMMENCEMENT
 - O.W.- RIGHT OF WAY

Location Survey of the Alva Patterson Property, Knox County, Kentucky. Recorded in Deed Book 299, page 366, in the Knox County Clerk's Office, Being on Tax Map 123 a portion of Parcel 59.01
 SHEET 2 OF 3



| | | |
|--------------------|----------------|----------------|
| Drawn By | Checked By | Approved By |
| DAVID N. YOUNG | DAVID N. YOUNG | DAVID N. YOUNG |
| Date: | 12-26-01 | |
| Field Surveyed on: | 12-22-01 | |

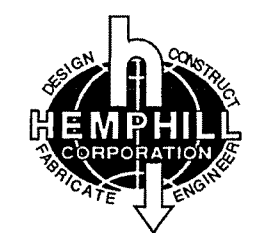
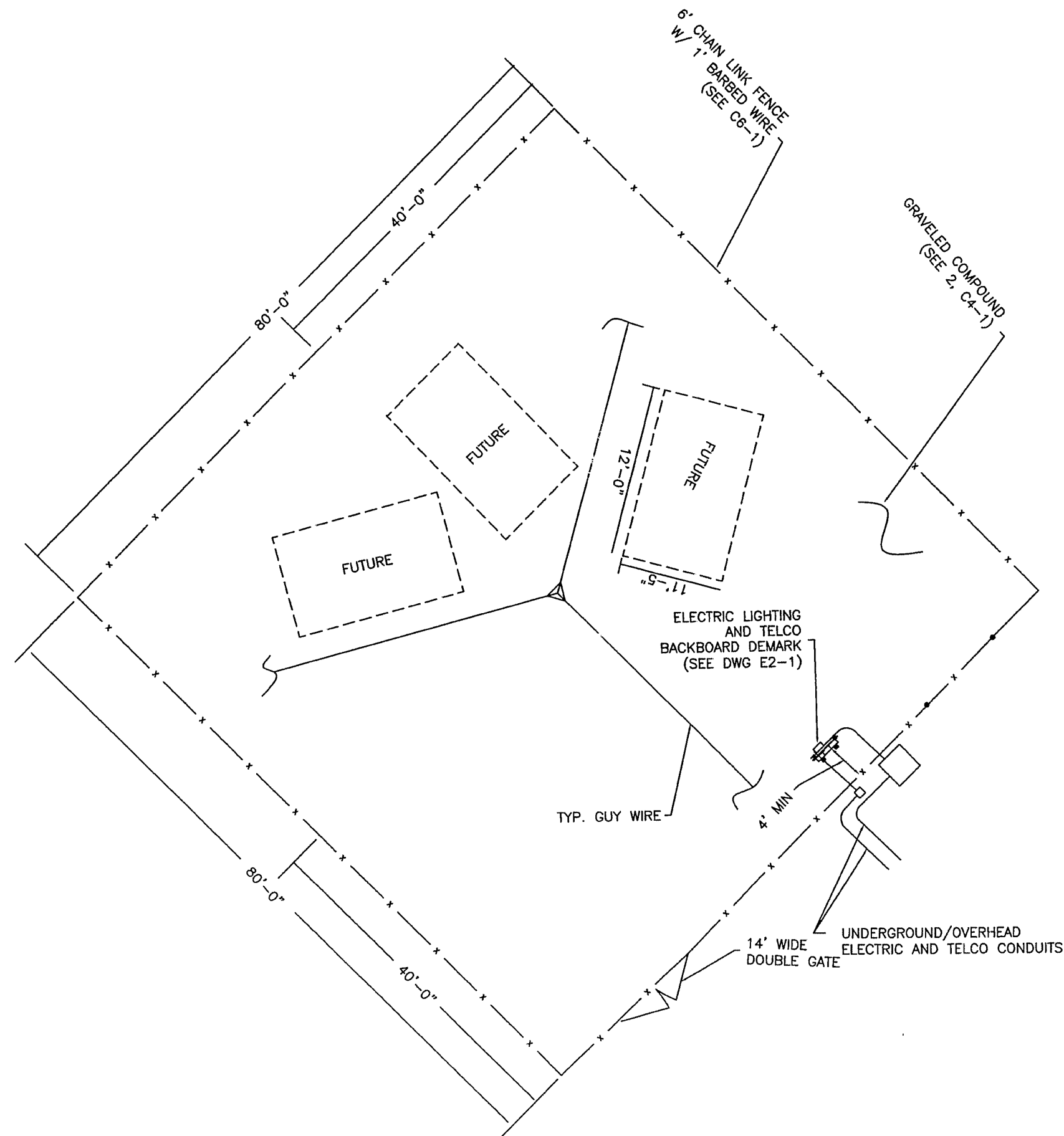
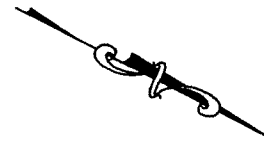
Parcel Owner:
 Alva Patterson
 P.O. Box 25
 Stable, KY 40213
 Contact:
 Jeffcoat Engineers & Surveyors, L.L.C.
 528 South Hill Street
 Montgomery, Alabama 36104
 (205) 263-1246



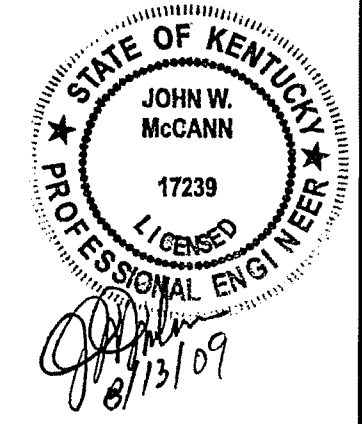
Lease Area
 0.23± Acres

P.O.C. IFF said IFF being the Southeast corner of the Parent Tract.

YOUNG & ASSOCIATES
 P.O. Box 1463
 1200 Crossland Avenue
 Clarksville, TN 37040
 Phone: 931-645-2524



CONSTRUCTION
 1350 NORTH LOUISVILLE
 TULSA, OK. 74115
 OFFICE 918-834-2200
 FAX 918-836-6918



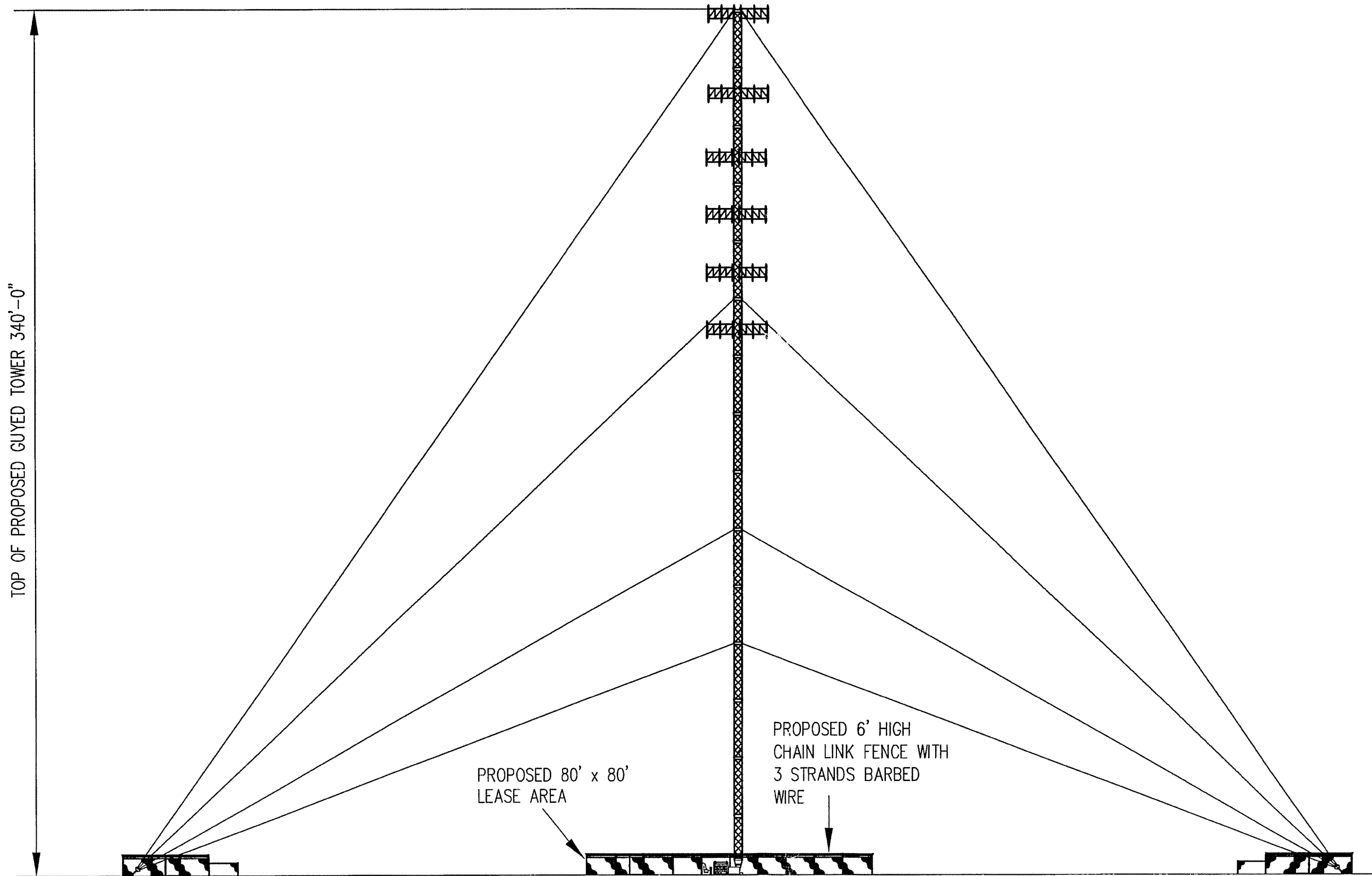
| 8/11 | REV. A | REVIEW |
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1331
 S. Barbourville, KY

*COMPOUND LAYOUT
 AND GRADING PLAN*

DATE: Aug. 11, 2009
 SCALE: N.T.S.
 DRAWN: JEN
 ENG. #:
 SHEET

C2-1



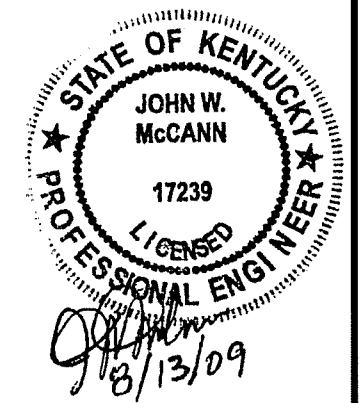
TOP OF PROPOSED GUYED TOWER 340'-0"

PROPOSED 80' x 80'
LEASE AREA

PROPOSED 6' HIGH
CHAIN LINK FENCE WITH
3 STRANDS BARBED
WIRE



CONSTRUCTION
1350 NORTH LOUISVILLE
TULSA, OK. 74115
OFFICE 918-834-2200
FAX 918-836-6918



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| 8/11 | REV. A | REVIEW |
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1331
S. Barbourville, KY

TOWER ELEVATION

DATE: Aug. 11, 2009

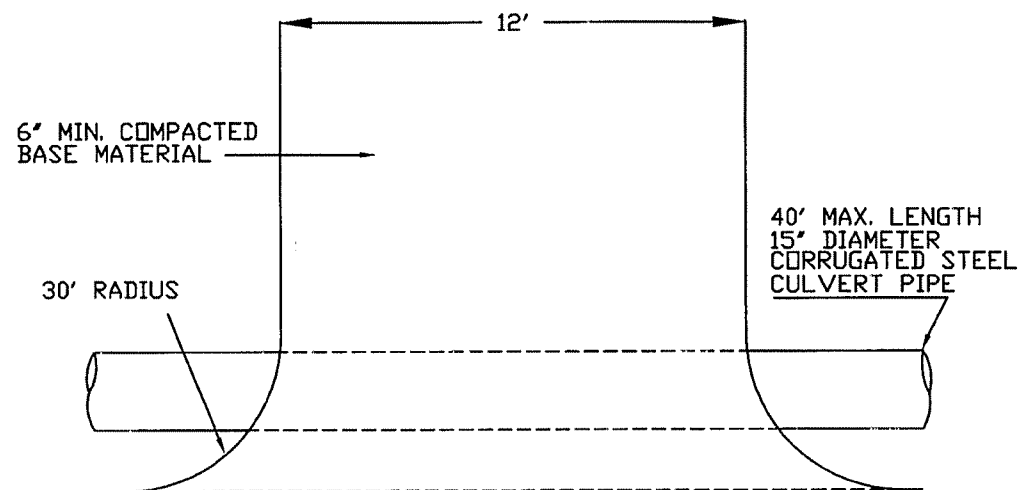
SCALE: N.T.S.

DRAWN: JEN

ENG. #:

SHEET

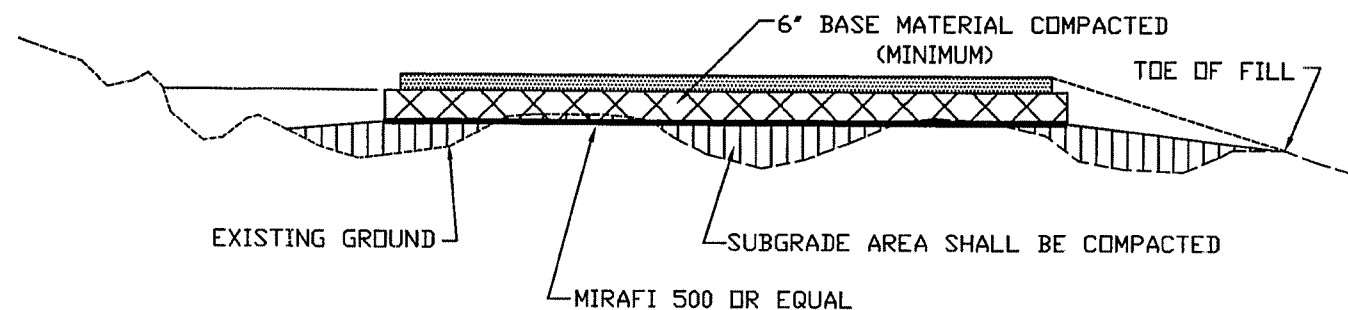
C3-1



R.O.W.

NOTE: IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS TO ENSURE THAT THE ENTRANCE MEETS ALL GOVERNING SPECIFICATIONS.

ENTRANCE DETAIL
SCALE: N.T.S.



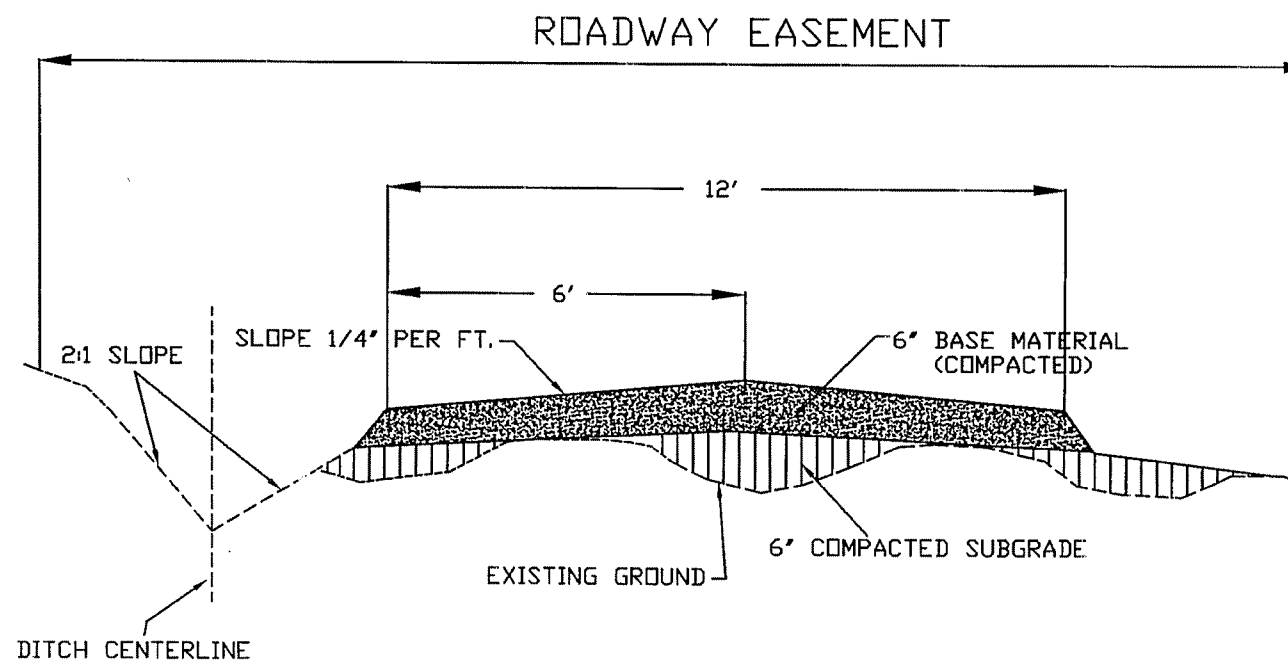
COMPOUND TYPICAL SECTION
(N. T. S.)

COMPOUND DETAIL
SCALE: N.T.S.



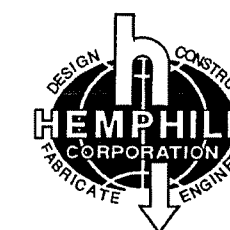
CONSTRUCTION SEQUENCE

- 1- INSTALLATION OF SILT FENCE - PRIOR TO ANY EARTH MOVING OPERATIONS, AS REQUIRED.
- 2- INSTALLATION OF STABILIZED CONSTRUCTION ENTRANCE.
- 3- STRIPPING AND STOCK PILING OF TOPSOIL AND ROUGH GRADING. TEMPORARY STABILIZATION WITHIN 15 DAYS.
- 4- CONSTRUCTION OF UNDERGROUND IMPROVEMENTS.



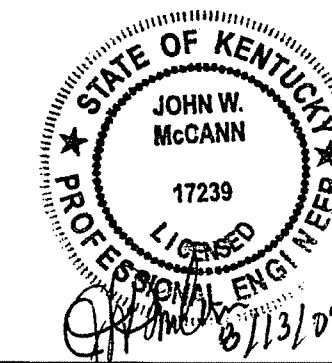
ROADWAY TYPICAL SECTION
(N. T. S.)

ROADWAY DETAIL
SCALE: N.T.S.



CONSTRUCTION

1350 NORTH LOUISVILLE
TULSA, OK. 74115
OFFICE 918-834-2200
FAX 918-836-6918



| 8/11 | REV. A | REVIEW |
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1331
S. Barbourville, KY

ROADWAY AND
COMPOUND DETAILS

DATE: Aug. 11, 2009

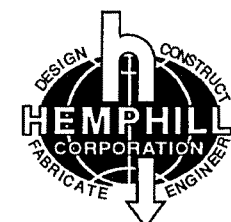
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DRAWN: JEN

ENG. #:

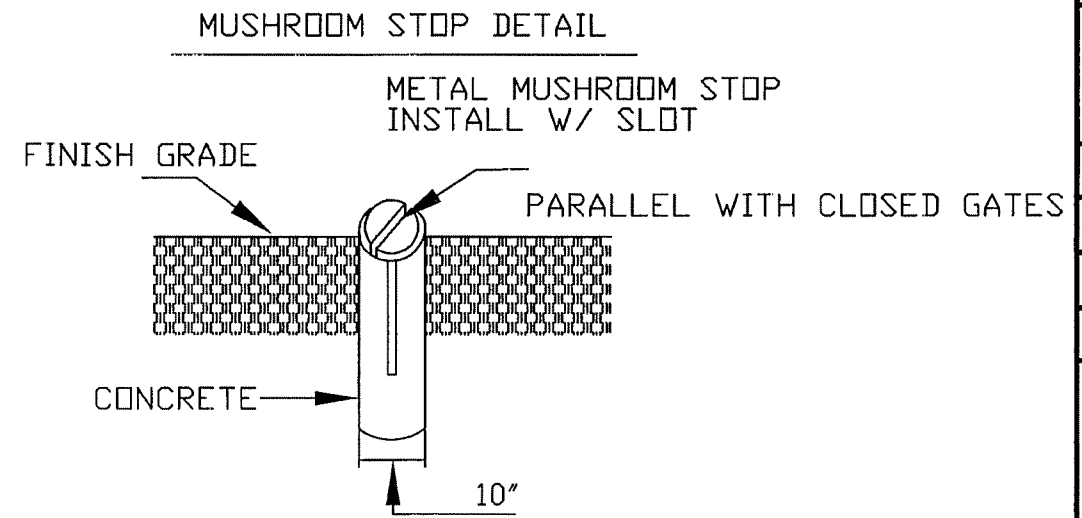
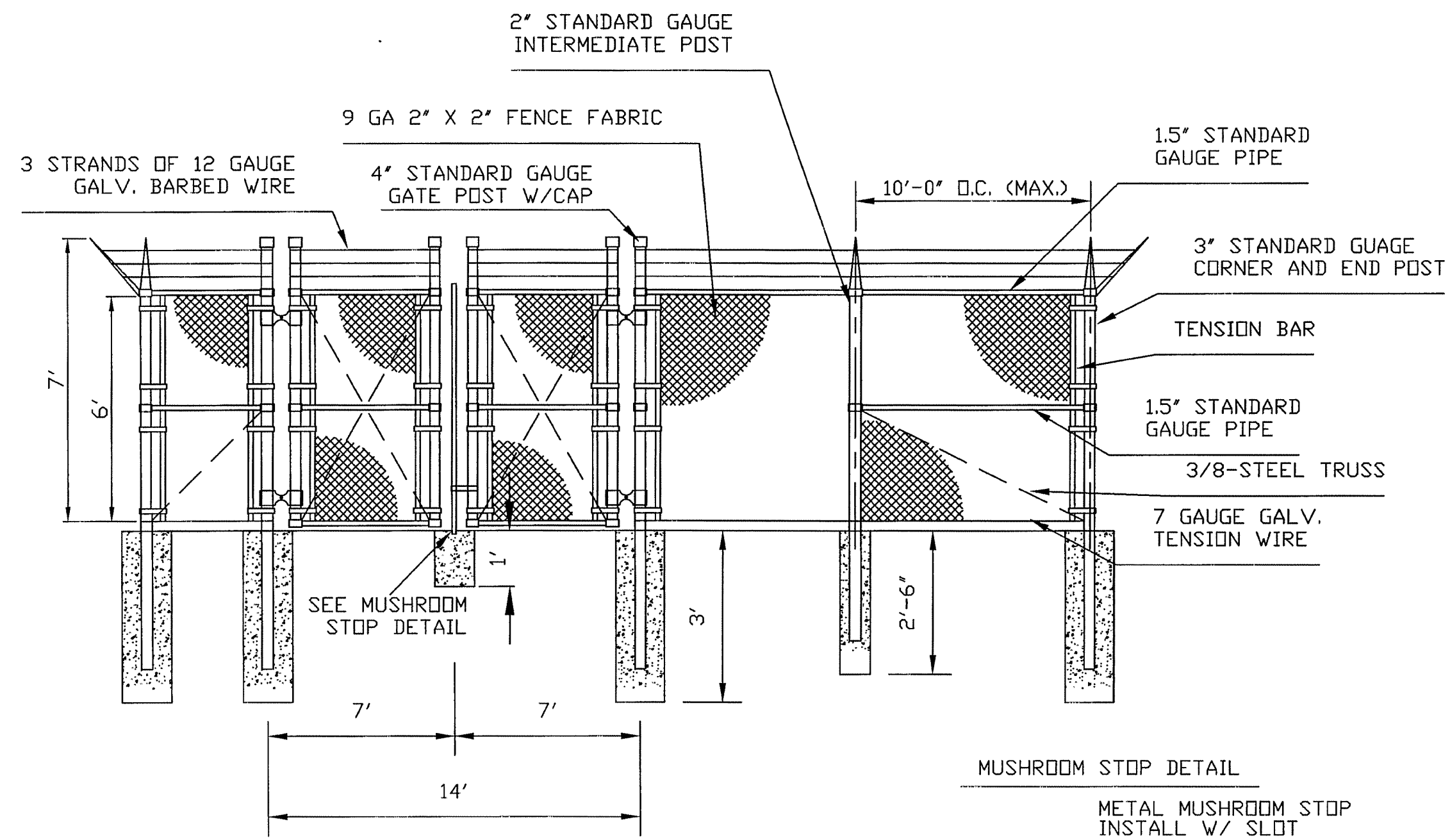
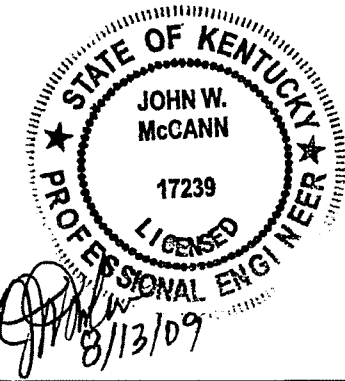
SHEET

C4-1



CONSTRUCTION

1350 NORTH LOUISVILLE
TULSA, OK. 74115
OFFICE 918-834-2200
FAX 918-836-6918



ELEVATION VIEW
SCALE: NONE

1
C6-1

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| 8/11 | REV. A | REVIEW |
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1331
S. Barbourville, KY

COMPOUND FENCE DETAILS

DATE: Aug. 11, 2009

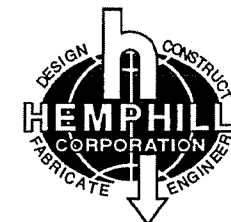
SCALE: N.T.S.

DRAWN: JEN

ENG #:

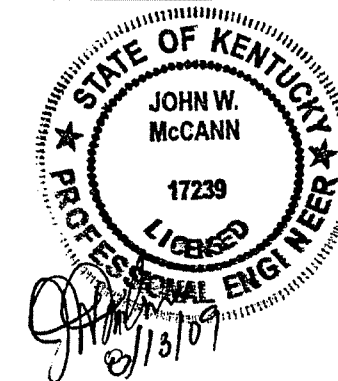
SHEET

C6-1



CONSTRUCTION

1350 NORTH LOUISVILLE
TULSA, OK. 74115
OFFICE 918-834-2200
FAX 918-836-6918



| DATE | REV. | DESCRIPTION |
|------|------|-------------|
| 8/11 | A | REVIEW |
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1331
S. Barbourville, KY

**MINIMUM ANCHOR
FENCE DETAILS**

DATE: Aug. 11, 2009

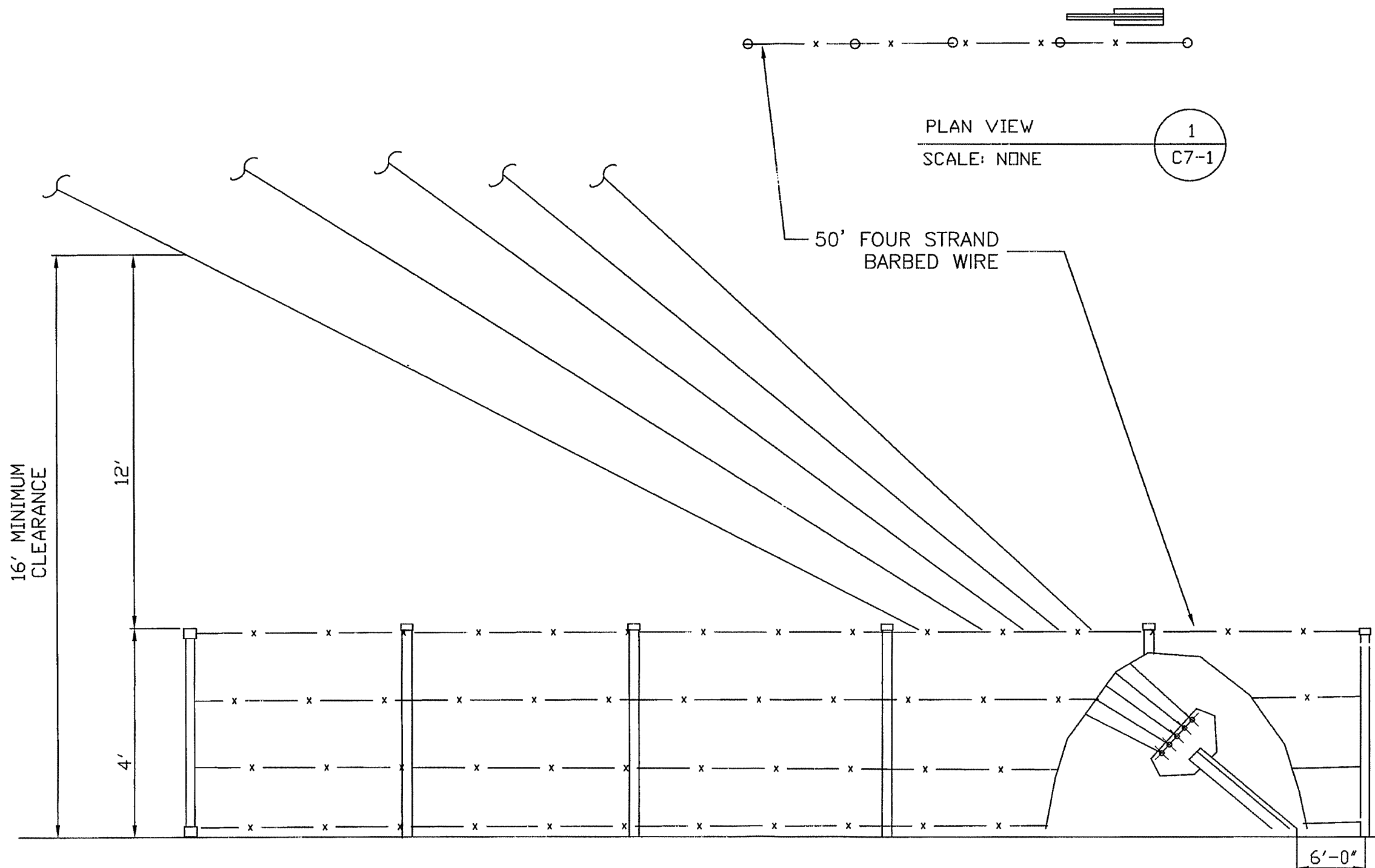
SCALE: N.T.S.

DRAWN: JEN

ENG #:

SHEET

C7-1



ELEVATION VIEW

SCALE: NONE

2
C7-1

PLAN VIEW

SCALE: NONE

1
C7-1

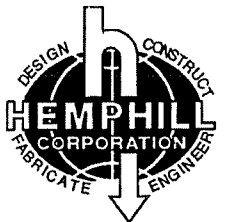
50' FOUR STRAND
BARBED WIRE

16' MINIMUM
CLEARANCE

12'

4'

6'-0"



CONSTRUCTION
 1350 NORTH LOUISVILLE
 TULSA, OK. 74115
 OFFICE 918-834-2200
 FAX 918-836-6918



| 8/11 | REV. A | REVIEW |
|------|--------|--------|
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1331
 S. Barbourville, KY

**ELECTRICAL, LIGHTING
 AND TELCO PLAN**

DATE: Aug. 11, 2009

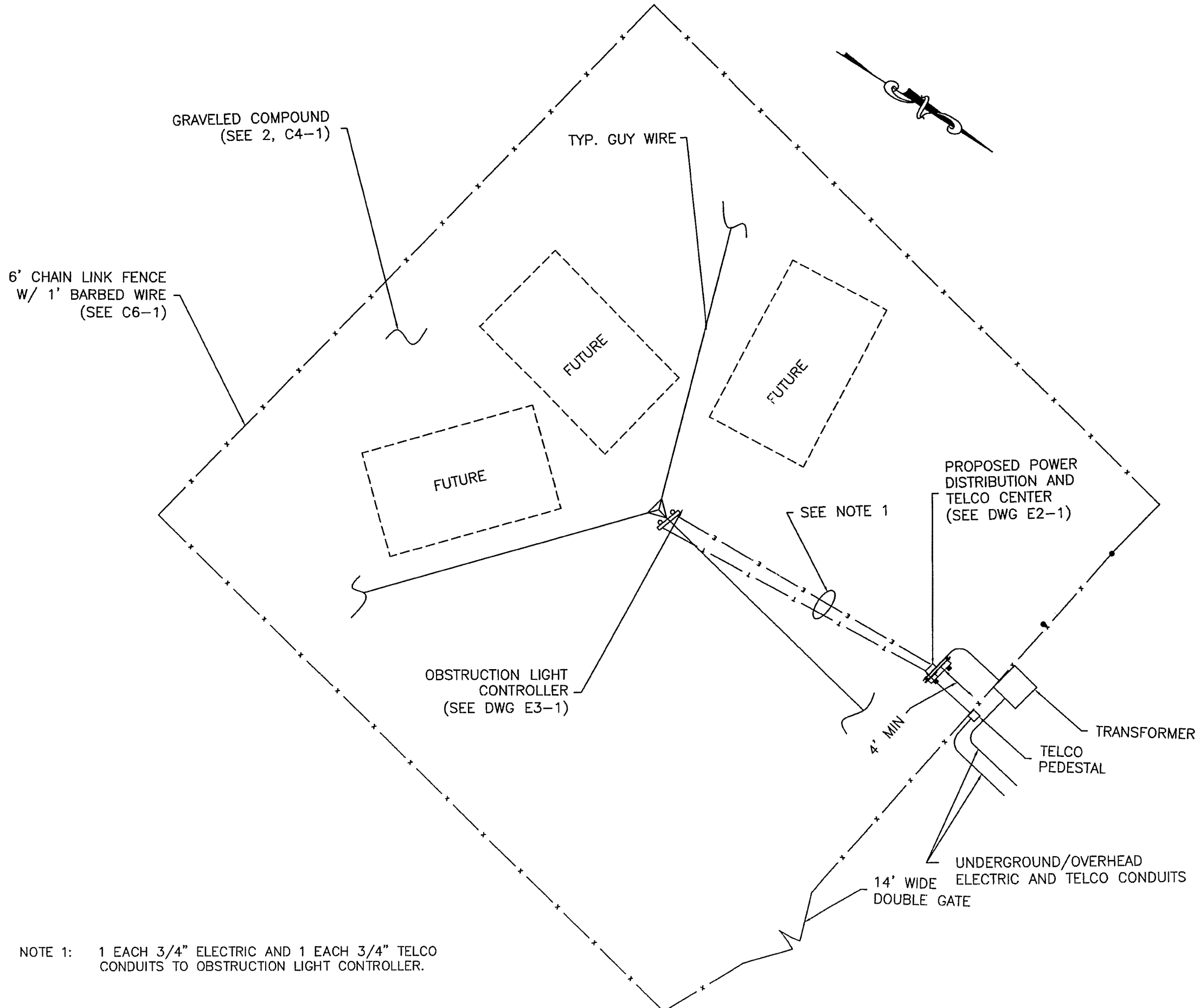
SCALE: N.T.S.

DRAWN: JEN

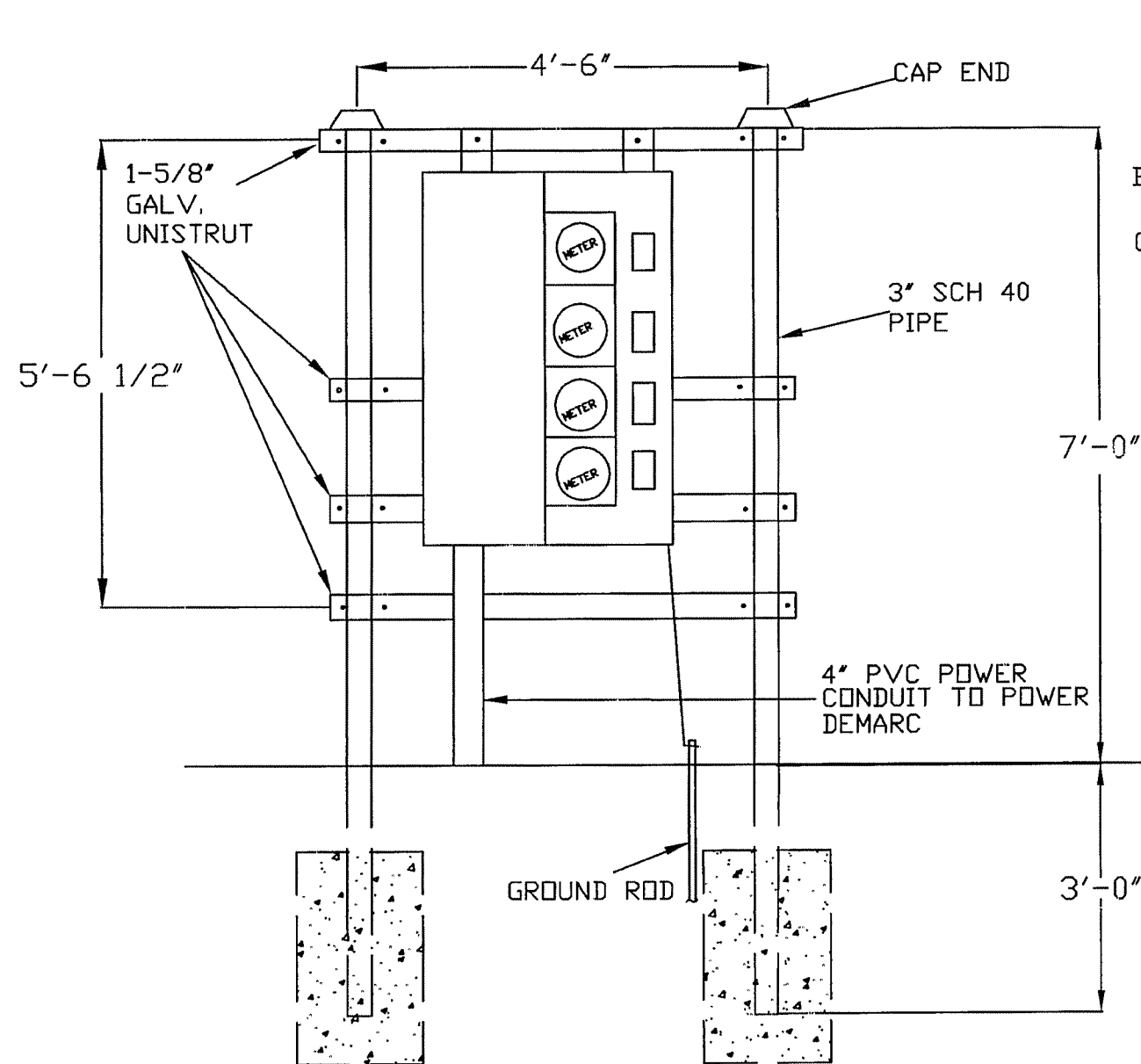
ENG. #:

SHEET

E1-1



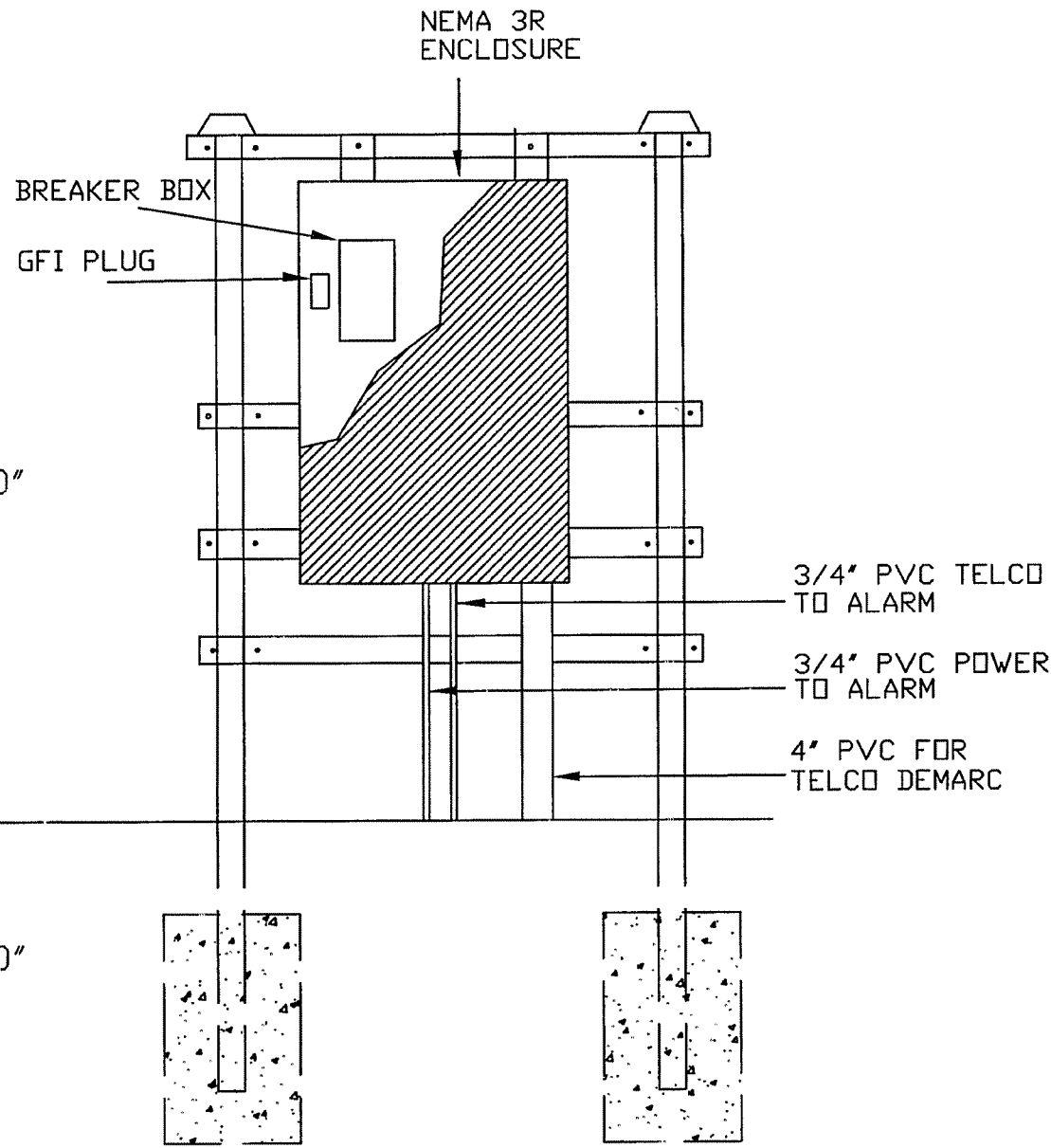
NOTE 1: 1 EACH 3/4" ELECTRIC AND 1 EACH 3/4" TELCO CONDUITS TO OBSTRUCTION LIGHT CONTROLLER.



FRONT VIEW

SCALE: NONE

1
E2-1



REAR VIEW

SCALE: NONE

2
E2-1

NOTES:

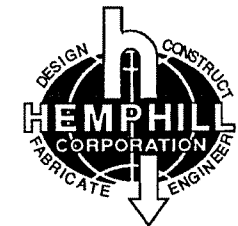
CONTRACTOR SHALL PROVIDE AND INSTALL MODULAR METERING MAIN, 120/240V, 1 ϕ , 600A, NEMA 3R WITH FOUR METER SOCKETS. METER CENTER SHALL BE FURNISHED WITH 200A METER AND 200A CIRCUIT BREAKER TO FEED EQUIPMENT. OTHER METERS AND BREAKERS SHALL BE COVERED WITH LEXAN METER COVER.

CONTRACTOR SHALL PROVIDE AND INSTALL TELCO DEMARCATION BOX TO INCLUDE 36" X 36" X 12" NEMA 3R ENCLOSURE WITH BACKPLATE, GFI RECEPTACLE (120V, 15A).

TOWER LIGHTING SHALL BE REQUIRED ON ALL TOWERS EXCEEDING 200' IN HEIGHT OR AS OTHERWISE REQUIRED BY FAA.

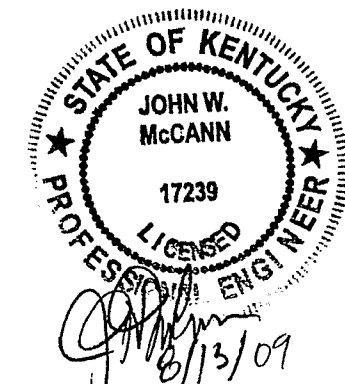
DIMENSIONS SHOWN ARE APPROXIMATE AND MAY BE ALTERED IN THE FIELD TO BETTER SUIT ACTUAL CONDITIONS OR EQUIPMENT RECEIVED.

ALL CONDUIT SHALL BE SCH. 40 PVC UNDERGROUND.



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CONSTRUCTION DETAILS
ELECTRICAL

DATE: Aug. 11, 2009

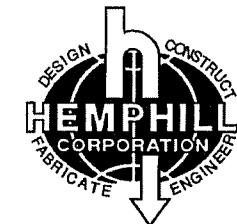
SCALE: N.T.S.

DRAWN: JEN

ENG. #:

SHEET

E2-1



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**INSTALLATION OF
OBSTRUCTION LIGHT
CONTROLLER**

DATE: Aug. 11, 2009

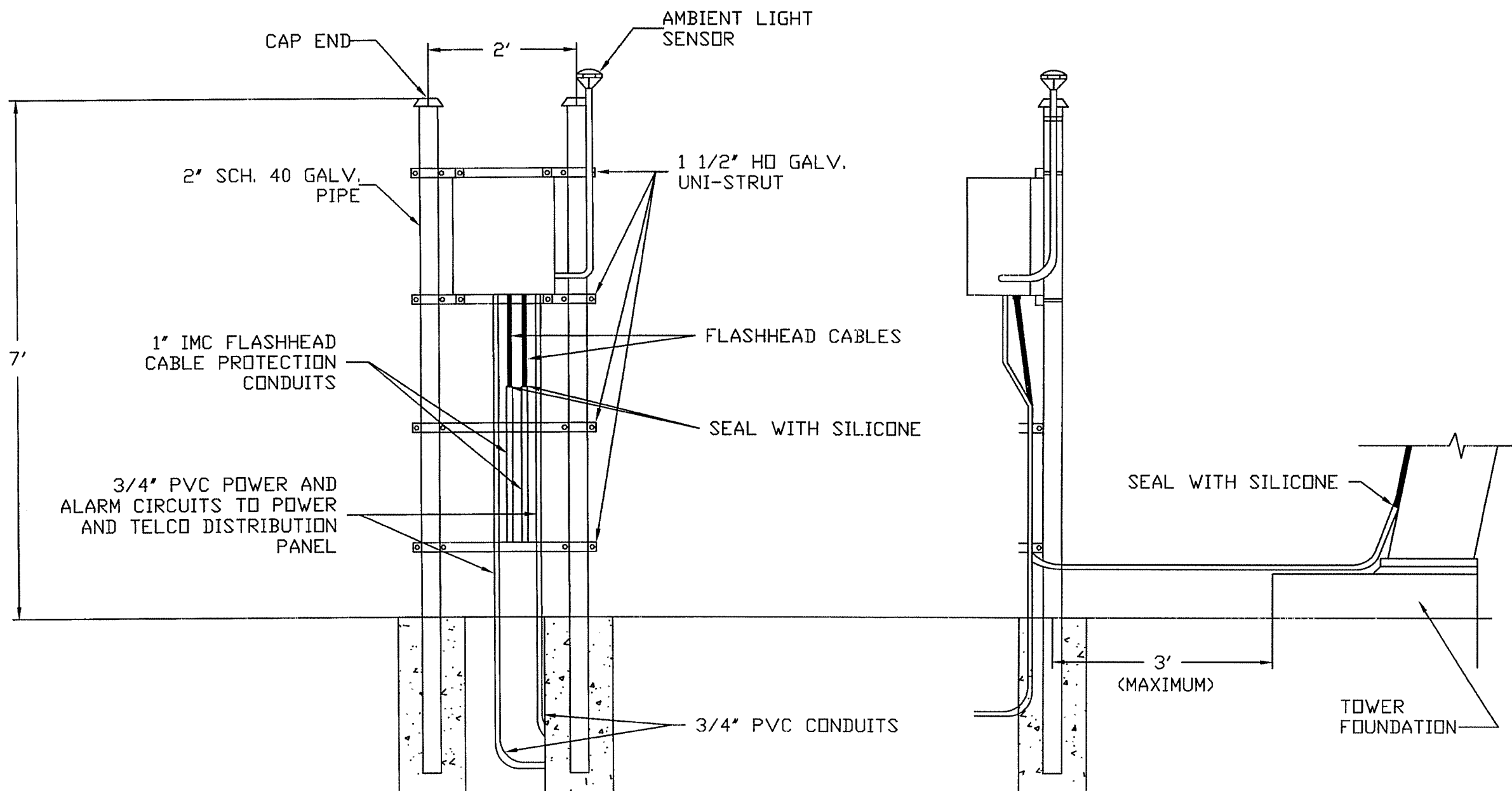
SCALE: N.T.S.

DRAWN: JEN

ENG. #:

SHEET

E3-1

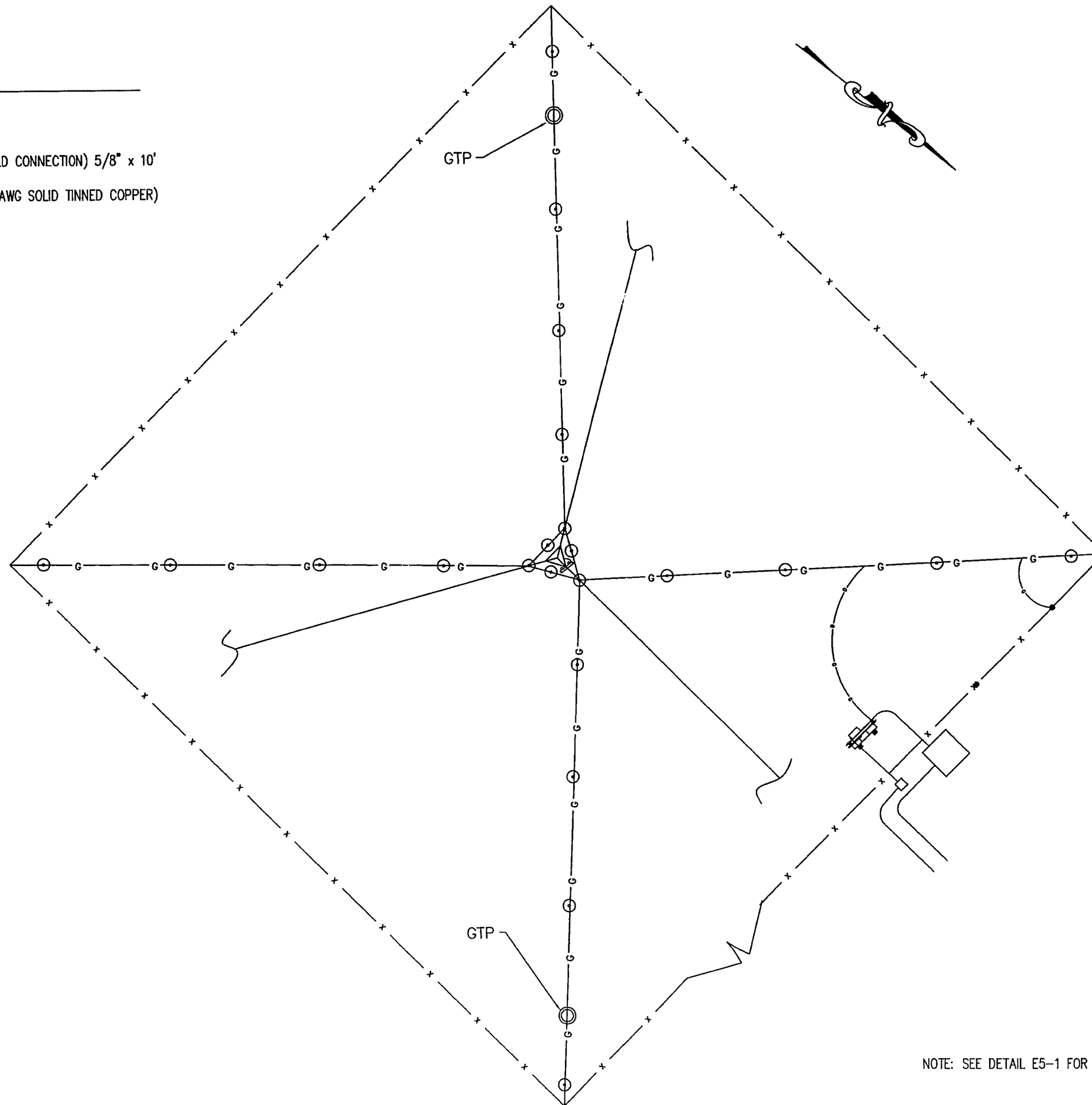


FRONT VIEW 1
SCALE: NONE E3-1

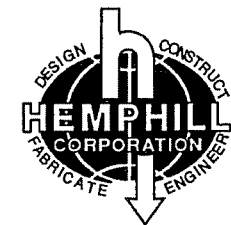
SIDE VIEW 2
SCALE: NONE E3-1

LEGEND

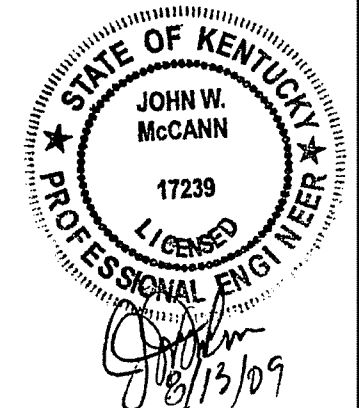
- ⊙ GROUND TEST PIT
- ⊙ GROUND ROD (CADWELD CONNECTION) 5/8" x 10'
- G— GROUND WIRING, (#2 AWG SOLID TINNED COPPER)
- ~ STUB



NOTE: SEE DETAIL E5-1 FOR GROUNDING DETAILS



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GROUNDING PLAN

DATE: Aug. 11, 2009

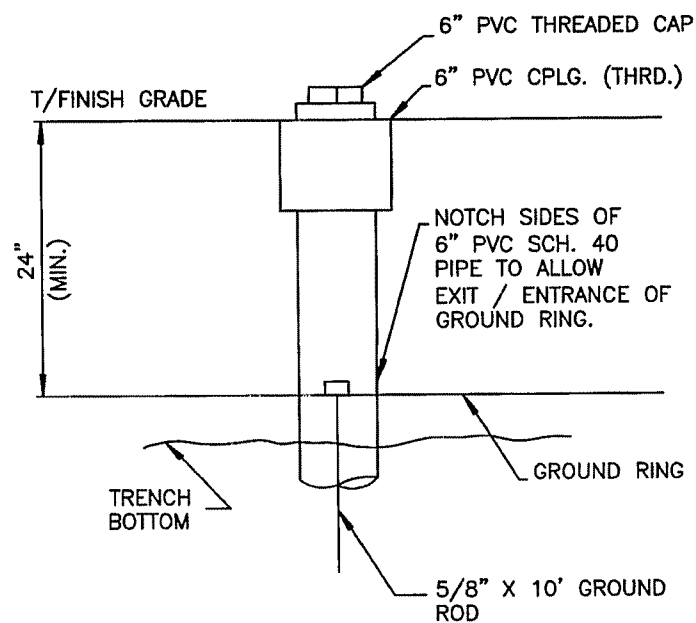
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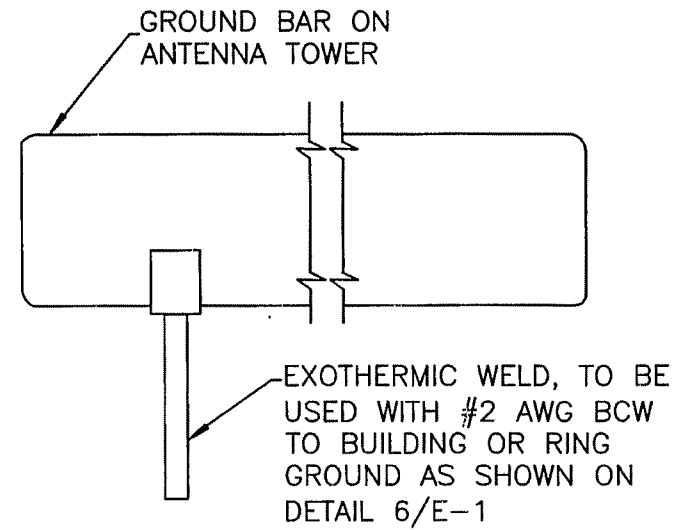
SHEET

E4-1



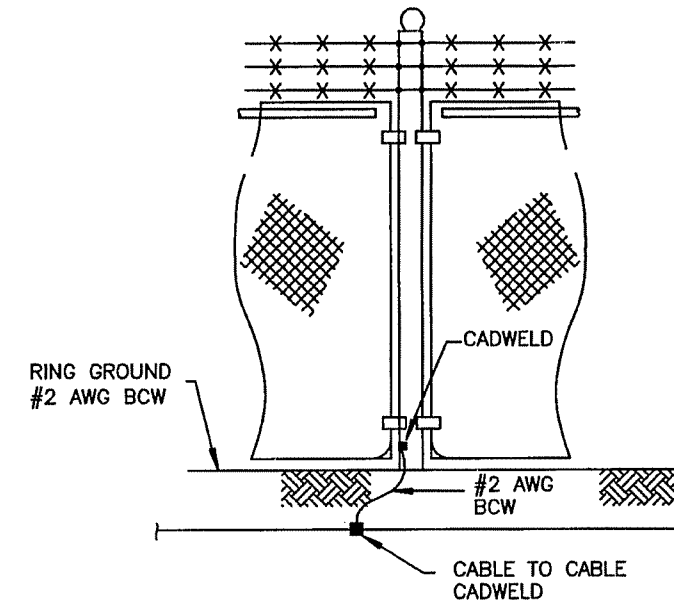
GROUNDING WELL
SCALE: N.T.S.

1
E5-1



INSTALLATION OF GROUND WIRE TO GROUND BAR
SCALE: N.T.S.

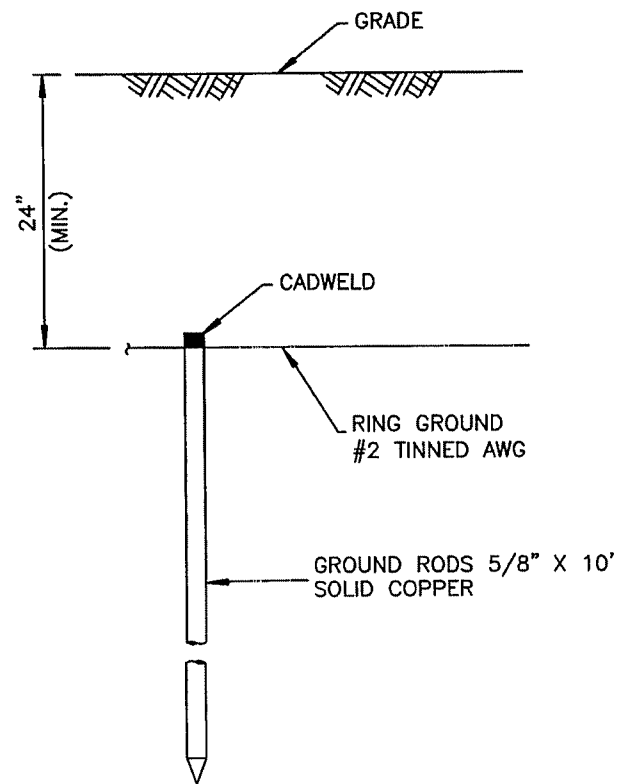
2
E5-1



- 1- THE #2 AWG, BCW, FROM THE RING GROUND SHALL BE CADWELDED TO THE POST, ABOVE GRADE.
- 2- VERTICAL POST SHALL BE BONDED TO THE RING AT EACH CORNER AND AT EACH GATE POST. AS A MINIMUM, ONE VERTICAL POST SHALL BE BONDED TO THE GROUND RING IN EVERY 100 FEET.

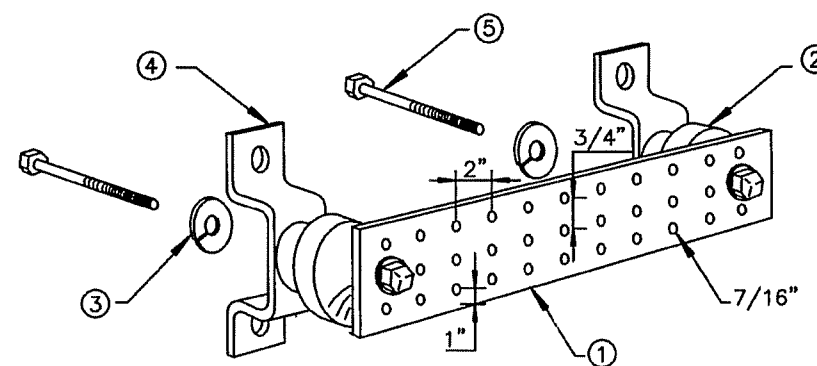
FENCE GROUNDING
SCALE: N.T.S.

3
E5-1



ROD AND RING GROUNDING
SCALE: N.T.S.

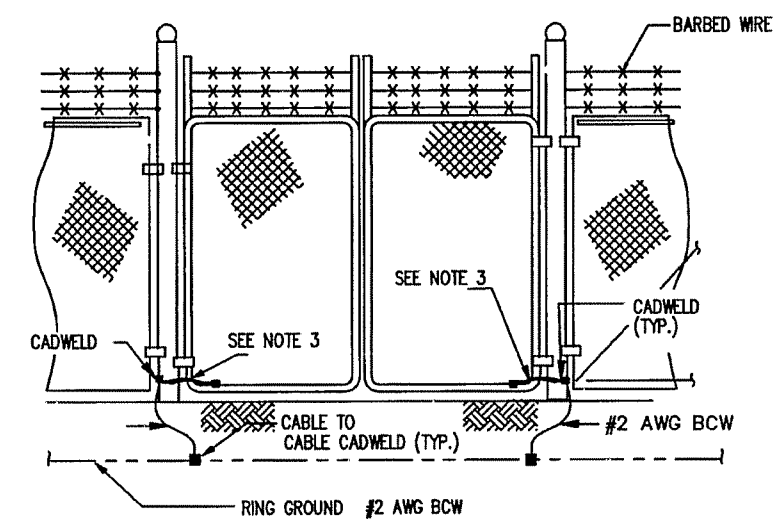
4
E5-1



- LEGEND
- 1- COPPER GROUND BAR, 1/4" X 4" X 20". HOLE CENTERS TO MATCH NEMA DOUBLE LUG CONFIGURATION
 - 2- INSULATORS
 - 3- 5/8" LOCKWASHERS
 - 4- WALL MOUNTING BRACKET
 - 5- 5/8-11 X 1" H.H.C.S. BOLTS

GROUND BAR DETAIL
SCALE: N.T.S.

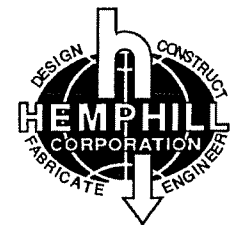
5
E5-1



- NOTE:
- 1- THE #2 AWG, BCW, FROM THE RING GROUND SHALL BE CADWELDED TO THE POST, ABOVE GRADE.
 - 2- GATE JUMPER SHALL BE #4\0 AWG WELDING CABLE OR FLEXIBLE COPPER BRAID BURNDY TYPE "B" W\ SLEEVE ON EACH END DESIGNED FOR EXOTHERMIC WELDING.
 - 3- GATE JUMPER SHALL BE INSTALLED SO THAT IT WILL NOT BE SUBJECTED TO DAMAGING STRAIN WHEN GATE IS FULLY OPEN IN EITHER DIRECTION.

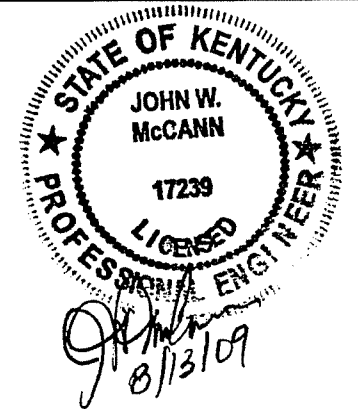
FENCE GATE GROUNDING
SCALE: N.T.S.

6
E5-1



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GROUNDING DETAILS

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E5-1

CONSTRUCTION

GENERAL

General construction, electrical, tower and foundation drawings are interrelated. In performance of the work each contractor must refer to all drawings. Coordination is the responsibility of the general contractor.

SITE WORK

PART 1 - GENERAL

1. Work included: See Site Plan

2. Access road, turnaround areas and sites are constructed to provide a well-drained, easily maintained, even surface for material and equipment deliveries and maintenance personnel access.

3. SEQUENCING

- A. Confirm survey stakes and set elevation stakes prior to any construction.
- B. Grub the complete road (if applicable) and site area prior to foundation construction or placement of backfill or subbase materials.
- C. Construct temporary construction zone along access drive.
- D. Bring the site area to subbase course elevation and bring the access road to base course elevation prior to forming foundation.
- E. Soil stabilizer shall be Mirafi - 500X or equal.
- F. Grade, seed, fertilize and mulch disturbed areas immediately after bringing site and access road to base course elevation.
- G. Remove gravel from temporary construction zone to an authorized area or as directed by the owner's representative.

4. SUBMITTALS

- A. Before construction:
 - i. If landscaping is applicable to contract, submit two copies of the landscape plan under nursery letterhead. If a landscape allowance was included in the contract, provide an itemized listing of proposed costs on nursery letterhead (refer to plans for landscaping requirements).

5. WARRANTY

- A. In addition to the warranty on all construction covered in the contract documents, the contractor shall repair all damage and restore area as close to original condition as possible at site and surroundings.
- B. Disburbed area will reflect growth of new grass cover prior to final inspection.

PART 2 - PRODUCTS

1. MATERIALS

- A. Road and site materials shall conform to DOT specifications fill material - acceptable select fill shall be in accordance with State Department of Highway and Transportation standard specifications and approved by the owner's representative.
- B. Soil stabilizer shall be Mirafi - 500X or equal.

PART 3 - EXECUTION

1. INSPECTIONS

Local building inspectors shall be notified no less than 24 hours in advance of concrete pours, unless otherwise specified by jurisdiction.

2. PREPARATION

- A. Clear trees, brush and debris from site area and access road right-of-way.
- B. Prior to other excavation and construction, grub organic material to a minimum of six (6) inches below grade.
- C. Prior to placement of fill or base materials, roll the soil.
- D. Where unstable soil conditions are encountered, line the areas with stabilizer mat prior to placement of fill or base material.

3. INSTALLATION

- A. The site and turnaround areas shall be at the subbase course elevation prior to forming foundation. Grade or fill the site and access road as required in order that upon distribution of spoils resulting from foundation excavations, the resulting grade will correspond with said subbase course, elevations are to be calculated from finished grades or slopes indicated.
- B. Clear excess spoils, if any, from job site and do not spread beyond the limits of project area unless authorized by the owner's representative and agreed to by landowner.
- C. Bring the access road to base course elevations prior to use to permit construction and observation during construction of the site.
- D. Avoid creating depressions where water may pond.
- E. The contract shall include grading, banking and ditching, unless otherwise indicated.
- F. When improving an existing access road, grade the existing road to remove any organic matter and smooth the surface before placing fill or stone.
- G. Place fill or stone in six inch maximum lifts and compact before placing next lift.
- H. The top surface course shall extend a minimum of six inches beyond the site fence and shall cover the area as indicated.
- I. Apply riprap gravel to the slopes of all fenced areas and parking areas and all other slopes greater than 2:1.
- J. Apply seed, fertilizer and straw cover to all other disturbed areas, ditches, drainage and swales not otherwise ripped.
- K. Apply seed and fertilizer to surface conditions which will encourage rooting. Rake areas to be seeded to even the surface and loosen the soil.
- L. Sow seed in two directions to twice the quantity recommended by the seed producer.

4. PROTECTION

A. Protect seeded areas from erosion by spreading straw to a uniform loose depth of 1 - 2 inches, stake and tie down as required. Use of erosion control mesh or mulch net will be an acceptable alternate.

B. Protect all exposed areas against washouts and soil erosion, place straw bales at the inlet approaches to all new or existing culverts. Where the site or road areas have been elevated immediately adjacent to the rail line, stake erosion control fabric full length in the swale to prevent contamination of the rail ballast.

5. The required structural fill operation to the grades indicated for PCS equipment shelters shall be performed as follows:

- A. The structural fill material shall be placed in lifts not exceeding six inches in loose thickness.
- B. Each layer of structural fill material placed shall be compacted to a minimum of 95% of maximum density obtainable by ASTM compaction test designation D-337-66T for cohesive fill or 75% relative as determined by ASTM D-2049-64T for cohesionless fill, whichever is greater.
- C. The final grade of structural fill for all footings shall be capable of supporting the design soil bearing pressure load of 3,000 lbs. per square foot minimum.

FENCING AND GATE(S)

PART 1 - GENERAL

1. Work included: See plan for location of fence and gate(s).

2. QUALITY ASSURANCE

All steel materials utilized in conjunction with this specification will be galvanized or stainless steel. Weight of zinc coating of the fabric shall not be less than 12 ounces per square foot of material covered. Posts shall be hot-dipped in grade E zubcm 16 ounces per square foot.

3. SEQUENCING

If the site has been brought up to surface course elevation prior to the fence construction, fence post excavation spoils must be controlled to preclude contamination of said surface course.

4. SUBMITTALS

- A. Manufacturer's descriptive literature.
- B. Certificate or statement of compliance with the specifications.

PART 2 - PRODUCTS

1. FENCE MATERIAL

- A. All fabric wire, rails, hardware and other steel materials shall be hot-dipped galvanized.
- B. Fabric shall be six-foot height two-inch chain link mesh of No. 9 gauge wire. The fabric shall have a knuckled finish for the top selvages. Fabric shall conform to the specifications of ASTM A-392 Class 1.
- C. Barbed wire shall be double-strand, 12 gauge twisted wire with 14-gauge, 4-point round barbs spaced on five-inch centers.
- D. All posts shall be mechanical service pipe and shall be Type 1 ASTM A-128 and of the following diameter (OD. per fence industry standards).
 - Line 2 inches
 - Corner 3 inches
 - Gate 4 inches
- E. Gate posts shall be extended 12 inches, including dome cap, to provide for attachment of barbed wire.
- F. All top and brace rails shall be 1-1/2" diameter mechanical service pipe. Frames shall have welded corners.
- G. Gate frame and braces shall be 1-5/8" diameter Schedule 40 mechanical service pipe. Frames shall have welded corners.
- H. Gate frame shall have a full height vertical brace and a full width horizontal brace, secured in place by use of gate brace clamps.
- I. Gate hinges shall be Merchants Metal Model 6-4386-hinge adapter with Model 6-409, 188 degree attachment.
- J. The guide (latch assembly) shall be heavy industrial gate latch. Master Halco #17221.
- K. Latches and stops shall be provided for all gates.
- L. All stops shall have keepers capable of holding the gate leaf in the open position.
- M. A No. 7 gauge zinc coated tension wire shall be used at the bottom of the fabric terminated with bank clips at corner and gateposts.
- N. A six-inch by 1/2-inch diameter eyebolt to hold tension wire shall be placed at the line posts.
- O. Stretcher bars shall be 3/16-inch by 3/4-inch or have equivalent cross-sectional area.
- P. All corner gate and panels shall have a 3/8-inch truss rod with turnbuckles.
- Q. All posts except gateposts shall have a combination cap and barbed wire supporting arm. Gateposts shall have a dome cap.
- R. Other hardware includes but may not be limited to the clips, band clips and tension band clips.
- S. Barbed wire gate guards shall be fitted with dome caps.
- T. Barbed wire support arms shall be cast iron with set bolt and lock wire in the arm.
- U. All caps shall be cast steel.
- V. Where the use of concertina has been specified, 24-inch diameter coil barbed tape, stainless steel, cyclone fence model gap to Type III shall be furnished. It shall be supported above the top rail by use of six wire barbed wire arms positioned atop each line/corner post.



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PART 3 - EXECUTION

1. INSPECTION

To confirm proper depth and diameter of post hole excavations, all post holes will be excavated as per construction documents.

2. INSTALLATION

- A. Foundations shall have a minimum six-inch concrete cover under post.
- B. All fence posts shall be vertically plumb plus/minus one-quarter inch.
- C. At corner posts, gateposts and sides of gate frame, fabric shall be attached with stretcher and tension band-clips at fifteen inch intervals.
- D. At line posts, fabric shall be attached with band-clips at fifteen inch intervals.
- E. Fabric shall be attached to brace rails, tension wire and truss rods with tie clips at two foot intervals.
- F. A maximum gap of two inches will be permitted between the chain link fabric and the final grade.
- G. Gate shall be installed so locks are accessible from both sides.
- H. Gate hinge bolts shall have their threads peened or welded to prevent unauthorized removal.
- I. Concrete to be a minimum of 3,000 psi.

3. PROTECTION

Upon completion of erection, inspect fence material and paint field cuts or galvanizing breaks with zinc-based paint, color to match the galvanized metal.

Applicable Standards:

- ASTM-A120 Specification for pipe, steel black and hot-dipped, zinc coated (galvanized) welded and seamless.
- ASTM-A123 Zinc (hot-dipped galvanized) coated steel chain link fence fabric.
- ASTM-A153 Specification for zinc coating (hot-dip) on iron and steel hardware.
- ASTM-A392 Specification for zinc-coated steel chain link fence fabric.
- ASTM-A431 Specification for aluminum-coated steel chain link fence fabric.
- ASTM-A525 Standard specification for steel sheet zinc coated (galvanized) by the hot-dipped process.
- ASTM-A535 Specification for aluminum coated steel barbed wire.
- ASTM-A570 Specification for hot-rolled carbon steel sheet and strip, structural quality.
- Federal Specification RR-F-191 Fencing Wire and Post Metal (and Gates, Chain Link Fence Fabric and Accessories)

ELECTRICAL

- 1. Contractor shall review the contract documents prior to the ordering of the electrical equipment and starting the actual construction. Contractor shall issue a written notice of all findings to the architect listing any discrepancies or conflicting information.
- 2. Verify exact locations and mounting heights of electrical equipment with owner prior to installation.
- 3. All materials and equipment shall be new and in good working condition when installed and shall be of the best grade and of the same manufacturer throughout for each class or group of equipment. Materials shall be listed "J" where applicable. Materials shall meet with approval of all governing bodies having jurisdiction. Materials shall be manufactured in accordance with applicable standards established by ANSI, NEMA, NSFU and "UL" listed.
- 4. All conduit shall have a pull string.
- 5. Provide Project Manager with one set of complete electrical "As Installed" drawings at the completion of the job showing actual dimensions, routing and circuits.
- 6. The entire electrical installation shall be grounded as required by UBC, NEC and all applicable codes.
- 7. Patch, repair and paint any area that has been damaged in the course of the electrical work.
- 8. Wire and cable conductors shall be copper 600 amp, type THHN or THWN with a minimum size of #2 AWG color-coded. All rectifier drops shall be stranded to accept crimp connectors.
- 9. All chemical ground rods shall be "UL" approved.
- 10. Meter socket amperes, voltage, number of phases shall be as noted on the drawings, manufactured by Milbank or approved equal and shall be utility company approved.
- 11. **CONDUIT**
 - A. Electrical metallic tubing shall have UL label; fitting shall be gland ring compression type.
 - B. Flexible metallic conduit shall have UL listed label and may be used where permitted by code. Fittings shall be "Jake" or "Squeeze" type. All flexible conduits shall have full length ground wire.
 - C. All underground conduit shall be PVC Schedule 40 with UV protection (unless noted otherwise) at a minimum depth of 24" below grade.
- 12. Contractor to coordinate with utility company for connection of temporary and permanent power to the site. The temporary power and all hookup costs are to be paid by the contractor.

13. All electrical equipment shall be labeled with permanent engraved plastic labels with white on blue background lettering (minimum letter height shall be 1/4"). Nameplates shall be fastened with stainless steel screws, not adhesive.

14. GROUNDING ELECTRODE SYSTEM

A. PREPARATION

- i. **Surface Preparation:**
All connections shall be made to bare metal. All painted surfaces shall be field inspected and modified to ensure proper contact. No washers are allowed between the items being grounded. All connections are to have a non-oxidizing agent applied prior to installation.
- ii. **Ground Bar Preparation:**
All copper ground bars shall be cleaned, polished and a non-oxidizing agent applied. No fingerprints or discolored copper will be permitted.
- iii. All grounding conductors shall run through seal tight wherever conductors run through walls, floors or ceilings. If conductors must run through EMT, both ends of conduit shall be grounded. Seal both ends of conduit with silicone caulk.

B. GROUND BARS

- i. All ground bars shall be 1/4" thick copper and of size indicated on drawings.

C. EXTERNAL CONNECTIONS

- i. All grounding connections shall be made by the exothermic weld process. Connections shall include all cable, splices, tee's, x's, etc. All cable to ground rods, ground rod splices and lightning protection systems are to be as indicated. All materials used (molds, welding metal, tools, etc.) shall be cadweld and installed per manufacturer's recommended procedures.

D. GROUND RODS

- i. All ground rods shall be 5/8" diameter by 10'-0" long "copperweld" or approved equal of the number and locations indicated. Ground rods shall be driven full length vertically in undisturbed earth.

E. GROUND CONDUCTORS

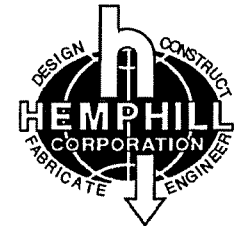
- i. All ground conductors shall be standard tinned, solid bare copper, annealed and size indicated on drawings.

F. GROUND RING

- i. The external ground ring encircling the tower (if applicable) and future carrier shall be minimum size of No. 2 AWG solid tinned, bare copper conductor in direct contact with the earth at a depth specified on plan sheets and details. Conductor bends shall have a minimum bending radius of eight inches.
- ii. All external ground rings are to be joined together and all connections must be cadwelded. No lugs or clamps will be accepted.

G. FENCE / GATE

- i. Ground each gatepost, corner post and gate as indicated on drawing. Ground connections to fence posts and all other connections for the ground grid system shall be made by exothermic weld process and installed per manufacturer's recommendations and procedures and sprayed and cold-galvanized paint.



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PANEL 0165E

FIRM

FLOOD INSURANCE RATE MAP

KNOX COUNTY, KENTUCKY


AND INCORPORATED AREAS

PANEL 165 OF 375
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

| COMMUNITY | NUMBER | PANEL | SUFFIX |
|-------------|--------|-------|--------|
| KNOX COUNTY | 210131 | 0165 | E |

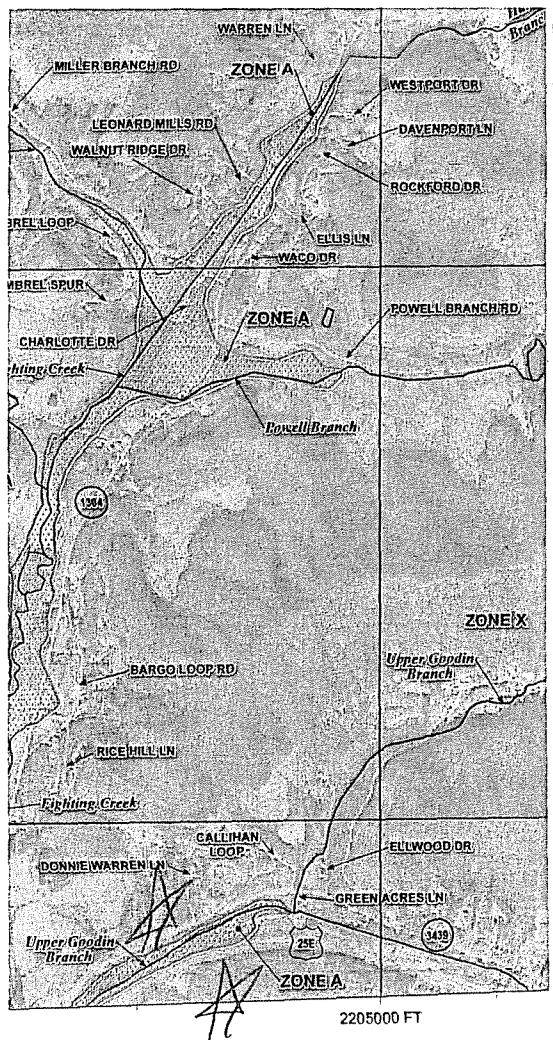
Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
21121C0165E

EFFECTIVE DATE
AUGUST 16, 2006

Federal Emergency Management Agency



LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A No Base Flood Elevation determined.

ZONE AE Base Flood Elevations determined.

ZONE AH Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.

ZONE AO Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.

ZONE AR Area of special flood hazard formerly protected from the 1% annual chance flood event by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance of greater flood event.

ZONE A99 Areas to be protected from 1% annual chance flood event by a Federal flood protection system under construction; no Base Flood Elevations determined.

ZONE V Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.

ZONE VE Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X Areas determined to be outside the 0.2% annual chance floodplain.

ZONE D Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

1% annual chance floodplain boundary
 0.2% annual chance floodplain boundary
 Floodway boundary
 Zone D boundary
 CBRS and OPA boundary
 Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities

513 Base Flood Elevation line and value; elevation in feet*
 (EL 987) Base Flood Elevation value where uniform within zone; elevation in feet*
 * Referenced to the North American Vertical Datum of 1988 (NAVD 88)

A-A Cross section line
 23-23 Transect line

97°07'30", 32°22'30" Geographic coordinates referenced to the North American Datum of 1983 (NAD 83)

4275000 M 1000-meter Universal Transverse Mercator grid ticks, zone 17
 6000000 FT 5000-foot grid values: Kentucky State Plane coordinate system, South Zone (FIPSZONE = 1602), Lambert projection

DX5510 Bench mark (see explanation in Notes to Users section of this FIRM panel)
 M1 5 River Mile


MAP REPOSITORY
Refer to listing of Map Repositories on Map Index

**EFFECTIVE DATE OF COUNTYWIDE
FLOOD INSURANCE RATE MAP**
AUGUST 16, 2006

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6820.



MAP SCALE 1" = 1000'

500 0 500 1,000 1,500 2,000

COMPETING ENTITIES

Affinity Mobile, LLC
Alltel Communications, Inc
Alltel Newco, LLC
American Cellular Corporation dba AT&T
Mobility
Atrium Wireless Partners, LLC
Azteca Mobile, LLC
Bluegrass Wireless, LLC
CBW Of Kentucky
Cellco Partnership dba Verizon Wireless
Cincinnati SMSA, Limited Partnership
Coast to Coast Cellular, Inc.
Conexions, LLC
Consumer Cellular, Incorporated
Cordia Communications Corp.
Cricket Communications, Inc.
Crossroads Wireless Holding, LLC dba
Crossroads Wireless & Windstream
Cumberland Cellular Partnership
Dobson Cellular Systems, Inc.
East Kentucky Network, LLC dba
Appalachian Wireless
Globalstar USA, LLC
Granite Telecommunications, LLC
GTE Wireless Of The Midwest
Helio, LLC;
i-Wireless, LLC
KDDI America, Inc.
Kentucky RSA #1 Partnership
Kentucky RSA #3 Cellular General
Kentucky RSA #4 Cellular General
Lightyear Network Solutions, LLC
New Par
Nextel Boost West, LLC
Nextel West Corporation
Nextel WIP Lease Corp.
Nexus Communications, Inc.
NPCR, Inc. Dba Nextel Partners
PNG Telecommunications, Inc
Powertel/Memphis, Inc.
Ram Communications Group, LLC
Southeast Telephone, Inc.
Sprint Spectrum, L.P.
Sprintcom, Inc.

T-Mobile Central, LLC
Telecorp Communications, Inc.
TON Services, Inc.
Total Call Mobile, Inc.
Touchstone Communications, Inc.
Tracfone Wireless, Inc.
Tritel Communications, Inc.
WDT Wireless Telecommunications, Inc.
WDT World Discount
Telecommunications Co.
West Virginia PCS Alliance, L.C.
Ztar mobile, Inc.



AT&T Mobility
601 W. Chestnut Street
Louisville, KY 40203

Pursuant to 807 KAR 5:063 §1(1)(s), AT&T Mobility has considered the likely effects of the installation on nearby land uses and values and has concluded that there are no more suitable locations reasonably available from which adequate service to the area can be provided, and that there is no reasonably available opportunity to co-locate. AT&T Mobility has attempted to co-locate on towers designed to host multiple wireless service providers' facilities or existing structures, such as a telecommunications tower, or another suitable structure capable of supporting the utility's facilities.

NORTHSTAR TECHNOLOGY

1331

SEARCH RING SHEET

3333 E. Cumberland Gap Pkwy
Corbin, KY 40701

Tel: 606-528-3333
Fax: 606-528-9200

To: Site Acquisition Group

Issued By: RF Design

Date: September 14, 2001

BTA: 098

Site Name: South Barbourville / Rte. 25

Client Job #: N/A

Site #: 027

County: Knox

State: KY

Proposed Tower Height: 300ft

Proposed Tower Type: _____

Ground Elevation: 1412ft

AMSL (Total Height): 16120ft (plus / minus 10ft)

7.5 Minute Quad Name: Artemus Map

Coverage Objectives: To provide an easterly coverage on State Rte. 25E. by extending the coverage provided by the Barbourville site.

Targeted Exist. Structure (if appl.): N/A

* **Please attach appropriate 7.5' map & map info. with search area designated. Draw search area in ink. Note backup/secondary search areas (if appl).**

A preliminary FAA study was done by the engineering group, and no height restrictions exist for this search area.

A preliminary FAA study was done by the engineering group, and there are some height restrictions/FAA concerns in this search area. A copy of the preliminary FAA information is attached.

Attachments:

| <i>Office Use Only</i> | |
|-----------------------------|-------|
| Job #: | _____ |
| Agent / Engineer Name: | _____ |
| Agent / Eng. Assigned Date: | _____ |
| QA SOR Due to M.C.: | _____ |
| SOR Due Date: | _____ |
| Leases Due Date: | _____ |

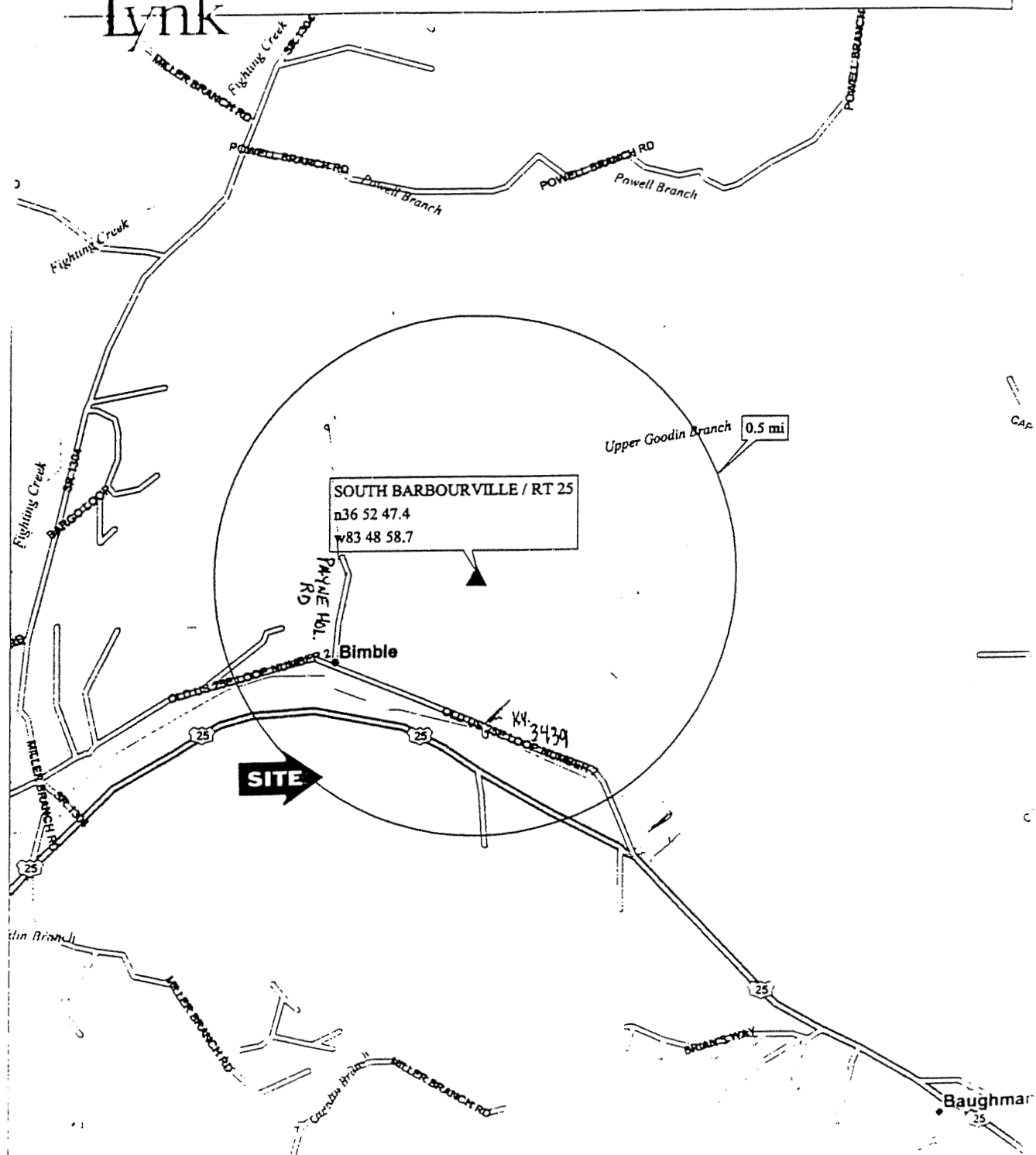
Hemphill Corporation
3515 Dawson Road
Tulsa, OK 74115
Off: 918-834-2200
Fax: 918-836-9619

SITE OPTION REPORT

Site Name: South Barbourville
Site No: JN-1331
Candidate: Patterson

Vicinity Map (With Site identified)

South Barbourville / Rt 25, JN:1331



PROJECT ACTION NOTES PROJECT Planning notes

1 Job # 1331 BARBOURVILLE

2

3 Hole B-1 0-30.0 wt Dry

4 0-5.5 Clay Brown SANDY w/ SANDSTONE ROCKS

5 5.5-18.2 Shale TAN & GRAY WEATHERED

6 18.2-19.0 Lignite Black.

7 19.0-22.5 Shale Gray & TAN

8 22.5-25.0 SANDSTONE TAN Firm

9 25-30 Shale Gray Dry

10 BAGS 0-5 5-10 10-20 20-25 25-30

11

12 Hole B-2 0-40 wt 26.0

13 0-6.0 Clay Brown SANDY w/ SANDSTONE ROCK

14 6.0-19.0 Shale TAN & GRAY WEATHERED

15 19.0-20.0 Lignite Black

16 20.0-23.0 Shale TAN Soft.

17 23.0-26.0 SANDSTONE TAN

18 26.0-29.0 Shale GRAY & TAN

19 29.0-40.0 Shale Gray Dry

20 BAGS

21 0-5 5-10 10-15 15-20 20-25 25-30 30-40

22

23

24

25

26

27

28 B1 • B2

29

30

31

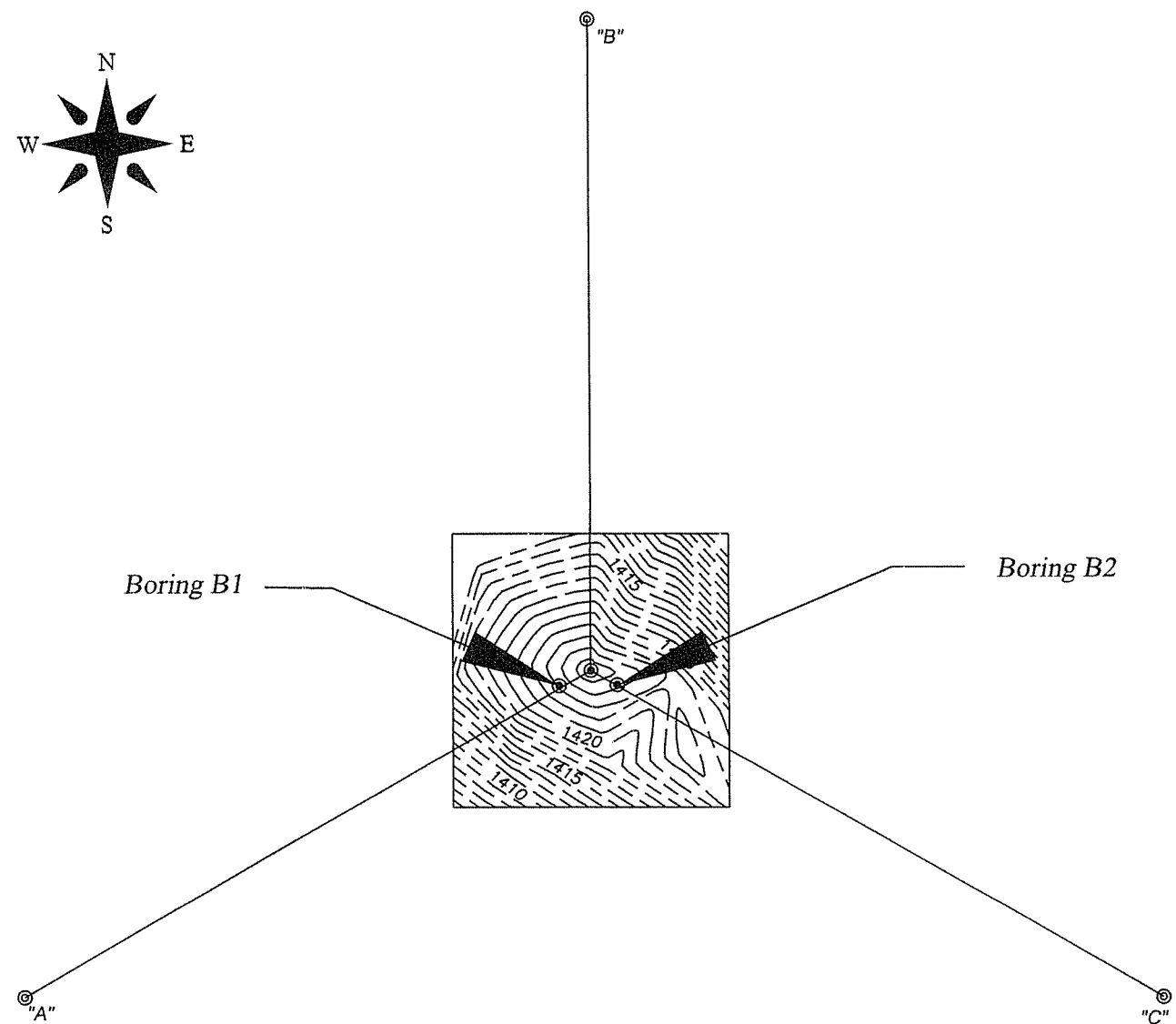
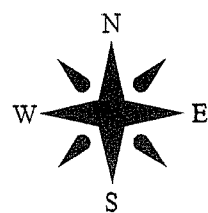
32

33

BORING LOCATION PLAN

SITE NO: 1331

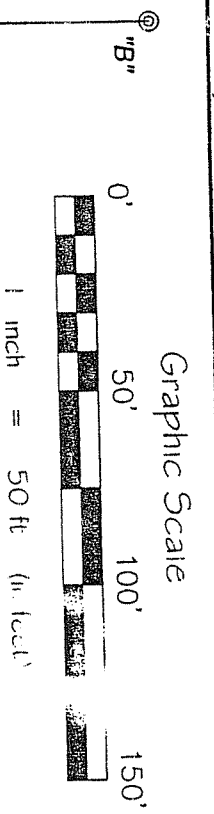
SITE NAME: South Barbourville, KY



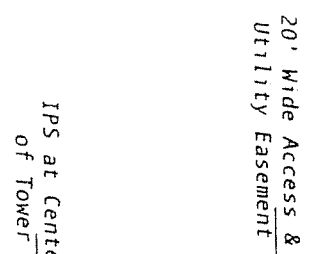
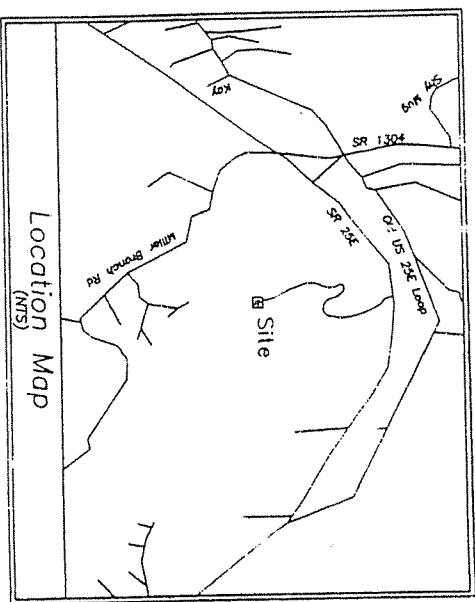
#1331 *Savannah Bourgeois, Ky.*

LEGEND:

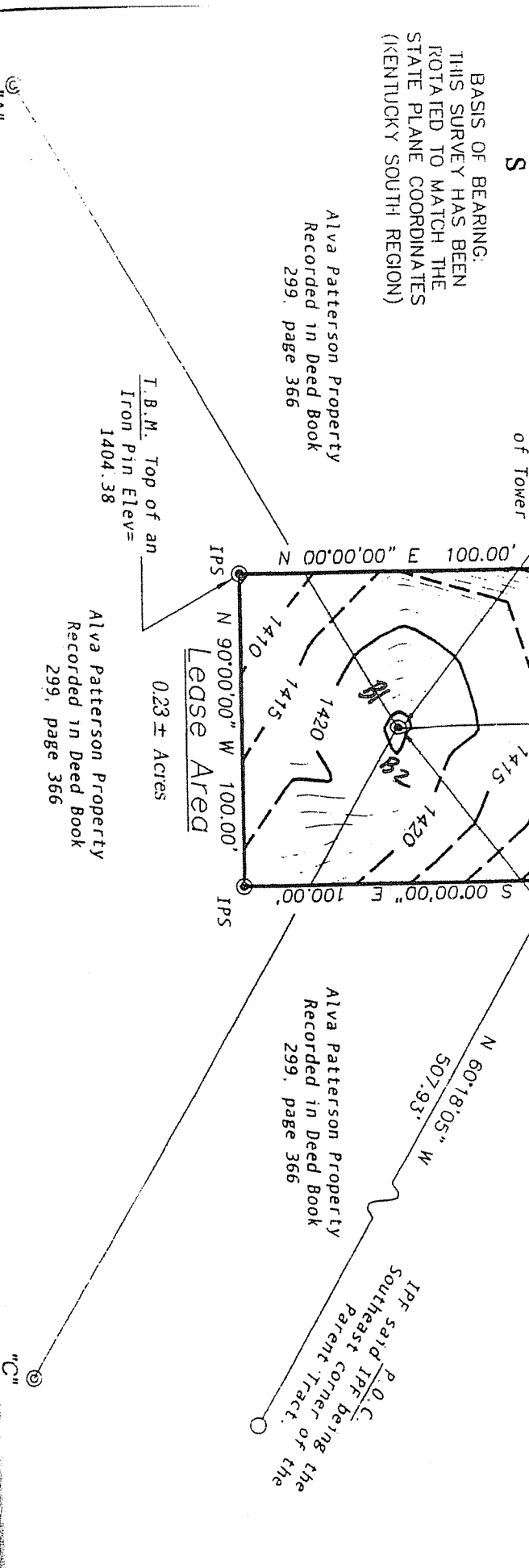
| | |
|-------|--|
| IP S | IRON PIN SET (1/2" REBAR, 18" IN LENGTH WITH A RED PLASTIC ID CAP READING "D.N. YOUNG PLS 3197") |
| IP F | IRON PIN FOUND |
| - - - | FENCE LINE |
| - - - | CALCULATED POINT |
| - | POINT OF BEGINNING |
| - | POINT OF COMMENCEMENT |
| - | RIGHT OF WAY |



| | |
|--------------------|----------|
| DWG Ref: | 1331.DWG |
| Designed By: | - |
| Drawn By: | KAB |
| Checked By: | DNY |
| Approved BY: | DNY |
| Date: | 12/26/01 |
| Field Surveyed on: | 12/22/01 |



BASIS OF BEARING:
THIS SURVEY HAS BEEN
ROTATED TO MATCH THE
STATE PLANE COORDINATES
(KENTUCKY SOUTH REGION)



F



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

Aeronautical Study No.
2009-ASO-3552-OE

Issued Date: 08/20/2009

Jen Dreyer
Hemphill, LLC
1350 North Louisville
Tulsa, OK 74115-5137

**** 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 Barbourville, KY-1331
Location: Barbourville, KY
Latitude: 36-52-21.66N NAD 83
Longitude: 83-49-19.30W
Heights: 349 feet above ground level (AGL)
1775 feet above mean sea level (AMSL)

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

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

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

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

This determination expires on 02/20/2011 unless:

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

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

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

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

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

A copy of this determination will be forwarded to the Federal Communications Commission 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-3552-OE.

Signature Control No: 638257-117911432

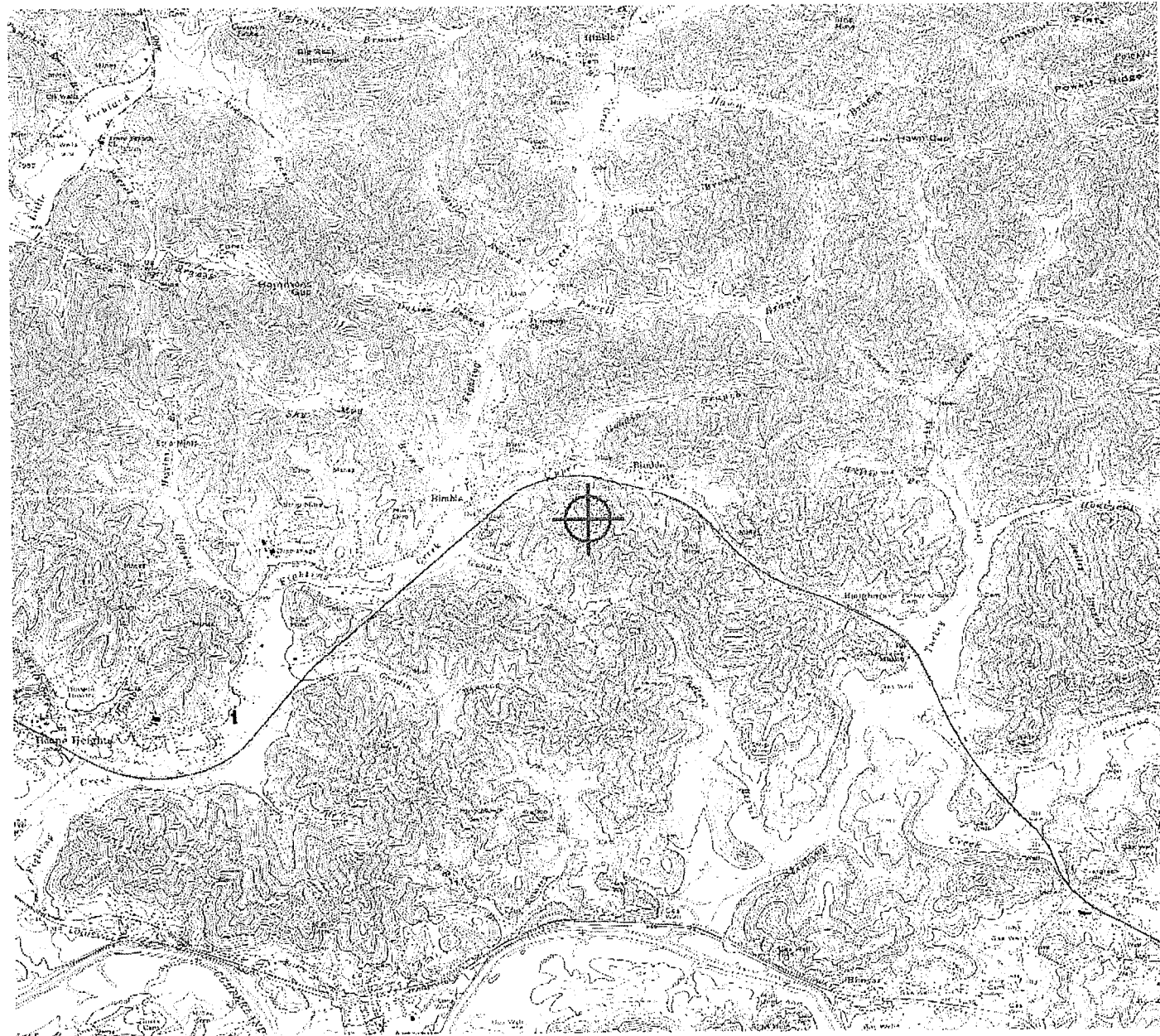
(DNE)

Fred Souchet
Specialist

Attachment(s)
Frequency Data
Map(s)

Frequency Data for ASN 2009-ASO-3552-OE

| LOW FREQUENCY | HIGH FREQUENCY | FREQUENCY UNIT | ERP | ERP UNIT |
|------------------|-------------------|-------------------|------|-------------|
| 1850 | 1910 | MHz | 1640 | W |



G



UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
ANTENNA STRUCTURE REGISTRATION



Owner: HEMPHILL CORPORATION

| | |
|---|---|
| HEMPHILL CORPORATION 3515 DAWSON ROAD TULSA, OK 74115 | Registration Number: 1232713 |
| | Issue Date: 02-28-2002 |
| Location of Antenna Structure: 4458 SOUTH US HWY. 25E BIMBLE, KY | Ground Elevation (AMSL): 434.6 meters |
| | Overall Height Above Ground (AGL): 106.4 meters |
| Latitude Longitude 36-52-21.6N 83-49-19.3W NAD83 | Overall Height Above Mean Sea Level (AMSL): 541.0 meters |
| Painting and Lighting Requirements: FAA Chapters 4, 8, 12 Paint and Light in Accordance with FAA Circular Number 70/7460-1K | |
| Special Conditions: | |

This registration is effective upon completion of the described antenna structure and notification to the Commission. **YOU MUST NOTIFY THE COMMISSION WITHIN 24 HOURS OF COMPLETION OF CONSTRUCTION OR CANCELLATION OF YOUR PROJECT.** Use FCC Form 854. To file electronically, connect to the antenna structure registration system by pointing your web browser to <http://www.fcc.gov/wtb/antenna>. Electronic filing is recommended. You may also file manually by submitting a paper copy of FCC Form 854. Use purpose code "NT" for notification of completion of construction; use purpose code "CA" to cancel your registration.

The Antenna Structure Registration is not an authorization to construct radio facilities or transmit radio signals. It is necessary that all radio equipment on this structure be covered by a valid FCC license or construction permit.

You must immediately provide a copy of this Registration to all tenant licensees and permittees sited on the structure described on this Registration (although not required, you may want to use Certified Mail to obtain proof of receipt), and display your Registration Number at the site. See reverse for important information about the Commission's Antenna Structure Registration rules.

GROUND LEASE

This Lease is made and entered into the ____ day of _____, _____, by and between Alva Patterson and Beverly Patterson , P.O.Box 25, Bimble, Kentucky,40915. hereinafter referred to as "Lessor", and Hemphill Corporation, an Oklahoma corporation, doing business as *Hemphill Corporation*, Attention: John R. Hemphill, 3515 Dawson Road, Tulsa, OK 74115-4954, ("Lessee").

In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Demise of Leasehold Parcel. Lessor hereby lets and demises unto Lessee, and Lessee hereby receives and accepts from Lessor, the following described Leasehold Parcel:

Approximate dimensions: 100' X 100' plus (3) secured guy wires

Approximate acreage: .25 acres plus (3) secured guy wires

Location: Junction of 25E and State Road 1304

in Knox County, State of Kentucky.

2. Grant of Easement Parcel(s). Unless the Leasehold Parcel is immediately adjacent to public rights-of-way for ingress, egress, and utilities, Lessor hereby grants to Lessee the following described Easement Parcel(s) appurtenant to the Leasehold Parcel:

Use: Access.

Width: 20 Feet; Approximate length: 1300 Feet

between the Leasehold Parcel and the public road known as 25E over existing traveled ways where practical, and establishing a new route as necessary.

Use: Utilities.

Width: 20 feet ; Approximate length: 800 feet

between the Leasehold Parcel and suitable utility company service connection points. Lessor agrees to make such direct grants of easement as the utility companies may require.

A complete legal description shall supersede the foregoing and be attached hereto and incorporated herein by reference as Exhibit "A".

3. Grant of Easement Rights. To effect the purposes of this Lease, Lessor hereby grants to Lessee the following Easement Rights: (a) the right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcels; (b) the right to improve an access road within the Access Easement Parcel;

(c) the right to place utility lines and related infrastructure within the Utilities Easement Parcel;

(d) the right to enter and temporarily rest upon Lessor's adjacent lands for the purposes of installing, repairing, replacing, and removing the Leasehold Improvements (the "Improvements") and any other personal property of Lessee upon the Leasehold Parcel and improving the Easement Parcels, including the right to bring in and use all necessary tools and machinery; and (e) the right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access Easement Parcel. The Leasehold Parcel and Easement Parcels are collectively referred to herein as the "Premises".

4. Survey / Site Plan. Lessee may, at Lessee's expense, cause a survey, site plan, and/or legal description of the Premises to be prepared, to further delineate and identify the land underlying the Premises which shall be attached hereto and incorporated herein by reference as Exhibit A.

5. Use of the Premises / Adjacent Lands. Lessee shall be exclusively entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon a communications antenna tower (including aviation hazard lights when required), an access road, one or more equipment buildings, and a security fence, together with all necessary lines, anchors, connections, devices, and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and land line carriage. Lessor shall not, during the term of this Lease, enter into any other agreement causing construction of a communication antenna tower upon Lessor's adjacent lands.

6. Initial Term. The initial term of this lease is five years, commencing on the date both Lessor and Lessee have executed this Lease.

7. Option to Renew. Lessee shall have the option to renew this Lease for up to nine additional terms of five years each, upon a continuation of all the same provisions hereof, by giving written notice to Lessor of Lessee's exercise of this option at least sixty (60) days before the expiration of the term then present at the time of such notice.

8. Option to Terminate. Lessee shall have the unilateral right to terminate this Lease at any time by giving written notice to Lessor of Lessee's exercise of this option and paying Lessor the amount of \$1,000.00 as liquidated damages.

9. Rent. Lessee shall pay Rent to Lessor in the amount of Five hundred dollars, (\$500.00) per month, which shall be due when construction begins and then regularly thereafter on the first day of each calendar month. Lessee agrees to a one time payment of Two thousand dollars, (\$2000.00) to be due upon commencement of construction. In the event that Lessee elects to renew this Lease as provided in Paragraph 7, Rent during each Renewal Term shall increase by ten percent (10%) over the Rent payable during the immediately preceding term. Lessor shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive rent on behalf of the Lessor.

10. Possession of Premises. Lessee shall not be entitled to take possession of the Premises and commence Work to construct the Improvements until Lessee makes the first payment of rent. Lessee shall, however, be permitted to enter upon the Premises to cause engineering studies to be made with respect thereto, including surveys, soil tests, radio wave propagation and field strength tests, and such other analyses and studies of the Premises as Lessee determines to be necessary or desirable without being deemed to have taken possession.

11. Utilities. Lessee shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Lessee's operations.

12. Property Taxes. Lessee shall be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against the improvements constructed by Lessee on the Leased Premises. Lessee shall reimburse Lessor for any increase in ad valorem real estate taxes levied against the Leased Premises which are directly attributable to the improvements constructed by Lessee on the Leased Premises and are not separately levied or assessed by the taxing authorities against Lessee or the improvements of Lessee; provided, however, as a condition precedent to payment of such taxes by Lessee, Lessor shall provide documentation to Lessee of such tax increase. Lessor shall pay all other ad valorem real property taxes levied against the Leased Premises on or before the date such taxes become delinquent. Lessee may, at Lessee's sole option, pay any delinquent taxes levied against Lessor's property and then (i) deduct any amount paid from future rents due, or (ii) collect said taxes from Lessor by any lawful means.

13. Repairs. Lessee shall be responsible for all repairs of the Improvements, and may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises.

14. Mutual Indemnification. Lessee shall indemnify and hold Lessor harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Lessee, or in any way resulting from Lessee's presence upon Lessor's lands. Lessor shall indemnify and hold Lessee harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Lessor. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.

15. Insurance. Lessee shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of not less than One Million Dollars, (\$1,000,000.00) covering Lessee's Work and operations upon Lessor's lands.

16. Monetary Default. Lessee shall be in default of this Lease if Lessee fails to make a payment of rent when due and such failure continues for fifteen (15) days after Lessor notifies Lessee in writing of such failure.

17. Opportunity to Cure Non-Monetary Defaults. If Lessor or Lessee fails to comply with any non-monetary provision of this Lease which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of 30 days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional 30 days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

18. Assignment of Lease by Lessee. This Lease and the Premises hereunder shall be freely assignable by the Lessee to any other party without the necessity of obtaining Lessor's consent. Lessee's right to effect an outright transfer of the Premises, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Lessee shall notify Lessor in writing of the name and address of any assignee or collateral assignee.

19. Subleasing. Lessee shall have the unreserved and unqualified right to sublet tower, building, and ground space upon the Premises to subtenants without the necessity of obtaining Lessor's consent.

20. Execution of Other Instruments. Lessor agrees to execute, acknowledge, and deliver to Lessee other instruments respecting the Premises, as Lessee or Lessee's lender may reasonably request from time to time; provided that any such instruments are in furtherance of, and do not substantially expand, Lessee's rights and privileges herein established. Lessor also agrees to reasonably cooperate with Lessee's efforts to obtain all private and public consents related to Lessee's use of the Premises, as long as Lessor is not expected to bear the financial burden of any such efforts.

21. Removal of Improvements. The Improvements are agreed to be Lessee's personal property and shall never be considered fixtures to the real estate. Lessee shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration or earlier termination of this Lease, Lessee shall, if requested by Lessor and at Lessee's expense, remove any above ground Improvements from the Premises. If Lessor does not notify Lessee that Lessee must remove such Improvements, then Lessee shall have the option of either removing or abandoning such Improvements, and in any event Lessee shall be entitled to abandon all footings, foundations, and other below-ground Improvements in place.

22. Conditions Precedent. This Lease and Lessee's obligations hereunder, including the obligations to pay rent or liquidated damages, are expressly conditioned upon and subject to the following:

a. Lessee must receive all necessary local, state, and federal governmental approvals relating to Lessee's intended use of the Premises;

b. Lessee's technical reports must establish to Lessee's exclusive satisfaction that the Premises are capable of being suitably engineered to accomplish Lessee's intended use of the Premises;

c. Lessee's title insurer must determine that Lessor owns good and clear marketable title to the land underlying the Premises, and that such title is free from encumbrances and restrictions which would interfere with Lessee's intended use of the Premises or would impair Lessee's ability to pledge the leasehold estate as collateral to secure debt financing; and

d. Written objections, if any, by local community residents must be resolved to the exclusive satisfaction of Lessee to ensure popular support of Lessee's operations.

23. Abatement of Rent Pending Conditions. Lessee shall have no obligation to pay rent until all the Conditions Precedent have been satisfied or waived, and rent which would otherwise be due for the intervening time pending satisfaction of the Conditions Precedent is hereby excused and forgiven.

24. Quiet Enjoyment. Lessor covenants that Lessee shall have quiet and peaceable possession of the Premises throughout the Lease term as the same may be extended, and that Lessor will not intentionally disturb Lessee's enjoyment thereof as long as Lessee is not in default under this Lease.

25. Environmental Warranty. Lessor hereby represents and warrants to Lessee that Lessor has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Leasehold Parcel, and that Lessor has no knowledge of such uses historically having been made of the Leasehold Parcel or such substances historically having been introduced thereon.

26. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

27. Entire Agreement. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

28. Modifications. This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

29. Attorney's fees. In any action on this Lease, at law or in equity, the prevailing party shall be entitled to recover the reasonable costs of its successful case, including reasonable attorney's fees and costs of appeal.

30. Subordination. Lessee agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided such mortgagee or trustee thereunder shall ensure to Lessee the right to possession

of the Premises and other rights granted to Lessee herein so long as Lessee is not in default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to Lessee.

If requested by Lessee, Lessor agrees to use Lessor's best efforts to assist Lessee in obtaining from any holder of a security interest in the land underlying the Premises a non-disturbance agreement in form reasonably satisfactory to Lessee.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the day and year first above written.

LESSOR: Alva Patterson and Beverly Patterson

LESSEE: Hemphill Corporation
An Oklahoma corporation

By: Alva Patterson
(Husband)

By: John R. Hemphill
John R. Hemphill
President
Hemphill Corporation

Date: 10-5-01

Date: 10-19-01

Social Security No.: _____

By: Beverly Patterson
(Wife)

Date: 10-5-01

Social Security No.: 403-74-4391

(Joint Tenant)

STATE OF Kentucky)
)
COUNTY OF Knox)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Alva Patterson and Beverly Patterson, known to me to be the same persons whose name are subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that they signed the said Lease as their free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 5th day of October, 2001.

James E. Jelf
Notary Public

My commission expires 4-1-2003

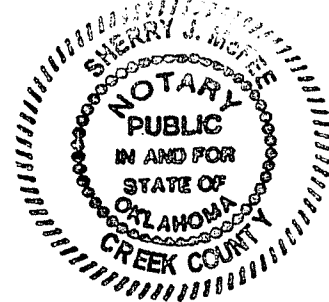
STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that John R. Hemphill, President for Hemphill Corporation, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Lessee corporation, for the uses and purposes therein stated.

Given under my hand and seal this 19th day of October, 2001.

Sherry J. Moore
Notary Public

My commission expires 12/01/03



(Joint Tenant)

EXHIBIT A

TRACT 1

BEGINNING at a sycamore tree standing near John Black's house; thence a straight line to a rock at the foot of the hill on the Fighting Creek road; thence a straight line to a black oak; thence a straight line to a chestnut oak on the top of the ridge between Rasnik's and Ezekiel Goodins (sic); thence a straight line to a chestnut oak; thence a straight line to a dogwood and two black locusts; thence a straight line to two poplars on a line of Lawson Grindstaff's; thence with said line to the old State road to a rock; thence with the road to the beginning.

Being part of the same property conveyed to JERRY W. GARLAND and KATHY GARLAND by deed dated August 21, 1992 and recorded in Deed Book 262 Page 485.

TRACT 2

Lying and being on the East side of the John T. Goodin Road and the South side of U. S. 25-E intersections and more particularly bounded and described as follows:

BEGINNING on an iron pin at the intersections and right-of-ways south of U. S. 25-E and east of the John T. Goodin Road; thence with the right-of-way of the John T. Goodin Road in a South direction to an iron pin at the corner of the property of George Goodin; thence running with the Goodin line in a East direction to an iron pin located at the corner of the property of Jerry Garland; thence with the line of Jerry Garland in a North direction to an iron pin at the right of way of U. S. 25-E; thence with the right-of-way of U. S. 25-E in a West direction to the iron pin at the John T. Goodin Road, the place of Beginning.

There is EXCEPTED therefrom and retained by the Grantors the following described property:

BEGINNING at a concrete right-of-way marker, near the intersection of KY 1304 and US 25E, 150' south of the centerline of US 25E and above the highwall, being a corner of Jerry Garland; thence leaving the right-of-way and with the line and fence of the tract conveyed from Curt Corey to Beckham Garland, S 34°19'33" E, 188.29' to a maple, corner of Jerry Garland; thence leaving the fence and Garland line and continuing the same course, S 34°19'33" E, 101.11' to an iron pin; thence down the hill, S 44°21'16" W, 788.05' to an iron pin at a utility pole on the east side right-of-way of Goodin Hollow Road, being 20' from the centerline, also in the line of Jerry Garland; thence with the right-of-way and Garland line, N 15°14'19" W, 131.15' to an iron pin; thence, N 12°34'47" W, 65.99' to an iron pin; thence, N 10°11'30" W, 101.53' to an iron pin; thence, N 17°56'41" W, 51.85' to an iron pin; thence N 36°58'32" W, 66.70' to an iron pin on the right-of-way of US 25E, being 80' from the centerline; thence leaving Goodin Hollow Road and with the right-of-way of US 25E, N 51°18'22" E, 654.24' to the beginning. Containing 5.35 acres more or less. The bearings are based on magnetic north meridian observed on February 9, 1998.

DRESSMAW, B31
LA Velle PS

JULY 16, 2009 • BARBOURVILLE MOUNTAIN ADVOCATE



blasts of a siren, sounded five (5) minutes prior to the blast signal. The blast signal will consist of a series of short siren blasts given one (1) minute prior to the detonation of the shot. A post-detonation all-clear signal, consisting of a prolonged siren signal, will follow the inspection of the blast site. These signs will be audible within one half mile of the blasting site and will be given with a siren. This notice is published pursuant to CFR 75.19 Surface Mining and Reclamation and Enforcement Program and the regulations relating thereto. The Kentucky DNR Permit determination that no hazard exists. A warning signal will be given, that consists of one minute series of long

SCHEDULE OF BLASTING PUBLIC NOTICE
Any major alterations to the blasting schedule will be published. Unscheduled blasting may occur in emergency situations when rain, lightning or other atmospheric conditions are present. Blasting operations will begin June 27, 2009. Blasting will be at 350.220 and the regulations relating thereto. The Kentucky DNR Permit determination that no hazard exists. A warning signal will be given, that consists of one minute series of long

NOTICE OF ADOPTION AND BOND RESOLUTION
The Fiscal Court of the County of Knox, Kentucky, and the Board of Directors of the Knox County Public Properties Corporation ("Board"), gave reading to and adopted the Resolution below at a regular meeting held on June 23, 2009, respectively, in the Fiscal Courtroom of the Knox County (Kentucky) Courthouse, Barbourville, Kentucky. For more information contact one of the following persons: Diana Musgrave at KY Tech Knox County Area Technology Center, Office of Career and Technical Education, Department for Workforce Investment, Education Cabinet, 210 Wall Street, Barbourville, KY, 606-546-5310.

NOTICE OF PUBLIC MEETING KNOX COUNTY FISCAL COURT JULY 27TH, 2009 AT 10:00 AM IN JUDGE EXECUTIVE'S OFFICE
A public meeting will take place at 10:00am on July 27th, 2009 at Judge Executive's Office for the purpose of providing general information to the public regarding the proposed Clean up of the Former Knox County Hospital project. The public is invited to attend and comment on such issues as economic and environmental impacts, service area, alternatives to the project or any other pertinent issues.
BY: Knox County Fiscal Court
4712C

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BY: Knox County Fiscal Court
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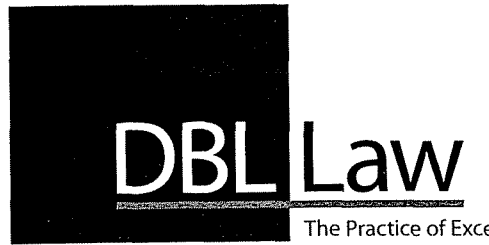
Knox County Schools Notice of Non-Discrimination
The Knox County School District does not discriminate on the basis of race, color, national origin, sex, disability or age in its programs and activities. The following person has been designated to handle inquiries: Title IX

South Barbourville - Site #1331
Directions from County Seat - Barbourville

South on County Square to Main Street.
Right onto Main Street
Left onto Daniel Boone Dr/ KY-11
Right onto US -25E
Go approximately 22.4 miles to Bimble, KY
See State Road 1304 on Left, Goodin Branch Road
Site is approximately 500 yards on the right
Frontage 25E, access entrance on right
After highway guard rail is old abandoned dirt road with curb cut.

Prepared by:

Rhonda McCormick
Dressman Benzinger & LaVelle psc
207 Thomas More Parkway
Crestview Hills, KY 41017
(859) 341-1881



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Sent to: George W. Goodin
 Street, Apt. No.; or PO Box No. P.O. Box 68
 City, State, ZIP+4: Bimble, KY 40915

PS Form 3800, August 2006 See Reverse for Instructions

Writer's Direct:
 (859) 426-2151
 (859) 341-4879
 :@dbllaw.com

George W. Goodin
 P.O. Box 68
 Bimble, KY 40915

Re: Kentucky Public Service Commission
 South Barbourville, Kentucky
 Docket No. 2009-621

Dear Mr. Goodin:

New Cingular Wireless and Hemphill Corporation have applied to the Kentucky Public Service Commission for a Certificate of Public Convenience and Necessity to construct and operate communications telecommunications services. The facility will include a 340 foot guyed tower for multiple wireless carriers to be located at Bimble, Knox County. A map showing the location of the proposed new facility is enclosed.

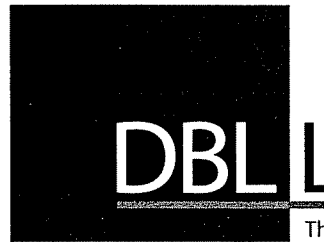
The Kentucky Public Service Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter.

Your comments or request for intervention, if any, should be addressed to: Executive Director, Kentucky Public Service Commission, 211 Sower Blvd., P.O. Box 615, Frankfort, Kentucky 40602-0615. Please refer to Docket No. 2009-621 in your correspondence.

Very truly yours,

Patrick R. Hughes
 Counsel for Hemphill Corporation
 207 Thomas More Parkway
 Crestview Hills, KY 41017
 (859) 341-1881

Dressman Benzinger LaVelle psc
 Attorneys at Law



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Sent To
 John & Edith Mae Gambrel
 Street, Apt. No.,
 or PO Box No. P.O. Box 44
 City, State, ZIP+4 Bimble, KY 40915

PS Form 3800, August 2006 See Reverse for Instructions

Writer's Direct:
 Phone: (859) 426-2151
 Fax: (859) 341-4879
 Email: phughes@dbllaw.com

John & Edith Mae
 P.O. Box 44
 Bimble, KY 40915

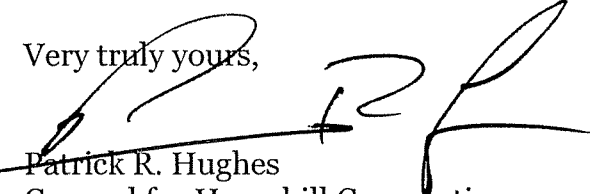
Re: Kentucky Public Service Commission
 South Barbourville, Kentucky
 Docket No. 2009-621

Dear Mr. and Mrs. Gambrel

New Cingular Wireless and Hemphill Corporation have applied to the Kentucky Public Service Commission for a Certificate of Public Convenience and Necessity to construct and operate communications telecommunications services. The facility will include a 340 foot guyed tower for multiple wireless carriers to be located at Bimble, Knox County. A map showing the location of the proposed new facility is enclosed.

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Very truly yours,

 Patrick R. Hughes
 Counsel for Hemphill Corporation
 207 Thomas More Parkway
 Crestview Hills, KY 41017
 (859) 341-1881

Dressman Benzinger LaVelle psc
 Attorneys at Law

KENTUCKY OFFICE: 207 Thomas More Parkway • Crestview Hills, Kentucky 41017-2596 • Phone (859) 341-1881 • Fax (859) 341-1469
 OHIO OFFICE: 3500 Carew Tower • 441 Vine Street • Cincinnati, Ohio 45202-3007 • Phone (513) 241-4110 • Fax (513) 241-4551

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Writer's Direct:
Phone: (859) 426-2151
Fax: (859) 341-4879
: phughes@dbllaw.com

Larry and Linda Mills
P.O. Box 607
Barbourville, KY 40906

Re: Kentucky Public Service Commission
South Barbourville, Kentucky
Docket No. 2009-621

Dear Mr. and Mrs. Mills:

New Cingular Wireless and Hemphill Corporation have applied to the Kentucky Public Service Commission for a Certificate of Public Convenience and Necessity to construct and operate communications telecommunications services. The facility will include a 340 foot guyed tower for multiple wireless carriers to be located at Bimble, Knox County. A map showing the location of the proposed new facility is enclosed.

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Your comments or request for intervention, if any, should be addressed to: Executive Director, Kentucky Public Service Commission, 211 Sower Blvd., P.O. Box 615, Frankfort, Kentucky 40602-0615. Please refer to Docket No. 2009-621 in your correspondence.

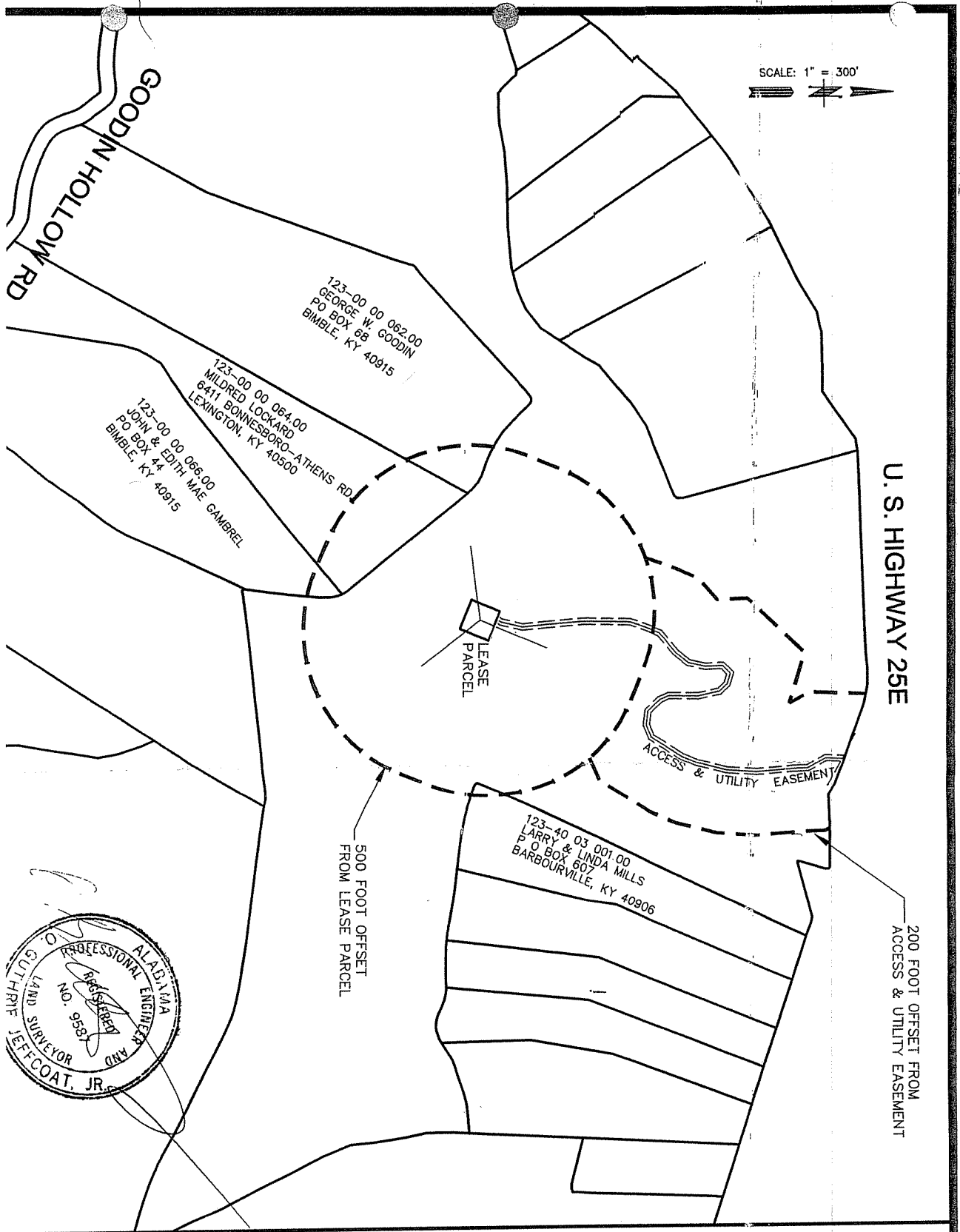
Very truly yours,

Patrick R. Hughes
Counsel for Hemphill Corporation
207 Thomas More Parkway
Crestview Hills, KY 41017
(859) 341-1881

Dressman Benzinger LaVelle psc
Attorneys at Law

KENTUCKY OFFICE: 207 Thomas More Park • 207 Thomas More Parkway • Crestview Hills, Kentucky 41017-2596 • Phone (859) 341-1881 • Fax (859) 341-1469
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**LAND USE
AND
STRUCTURE
LOCATION PLAN**

**SITE #1331
SOUTH
BARBOURVILLE,
KENTUCKY**

PREPARED BY:
JEFFCOAT ENGINEERS &
SURVEYORS, L.L.C.
928 SOUTH HILL STREET
MONTGOMERY, ALABAMA 36104
(334) 265-1246

BRANCH OFFICES:
111 6TH STREET NORTH SUITE "A"
CLANTON, ALABAMA 35045
107 WEST CHURCH STREET
TROY, ALABAMA 36081

DRAWING NAME: 015327X.X.DWG
PROJECT NAME: HEADPHILL
Project Number: SR-01-532
Drawn by: SEH
Date: 01/19/02

South Barbourville - Site #1331
List of Property Owners

1. George W. Goodin
2. John & Ollie Smith
3. John & Edith Mae Gambrel
4. Larry and Linda Mills



J.M. HALL
Knox County Judge Executive
 401 Court Square, Suite 6 • P.O. Box 173
 Barbourville, KY 40906
KNOXCOFC@BARBOURVILLE.COM



Magistrates:

District 1
 Carson Gilbert July 8, 2009

District 2
 Terry Brown Hemphill Corporation
 1350 N. Louisville Ave.
 Tulsa, OK 74115

District 3
 Jerry Hamilton To Whom It May Concern:

District 4
 Doyle Gibson Knox County does not have building code and zoning regulations regarding cell tower construction. If you are constructing within the city limits of Barbourville or Corbin, you should consult with each city on building and zoning regulations.

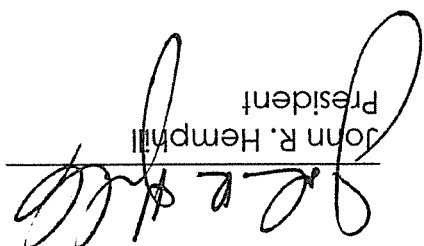
District 5
 Giulio Cima If you have any questions or need additional information, please let us know.

Sincerely,

J.M. Hall
 Knox County Judge Executive



HEMPHILL, LLC
1350 No. Louisville Avenue
Tulsa, OK 74115
918.834.2200 - PHONE
918.836.6918 - FAX



John R. Hemphill
President

If for any reason, the telecommunication facility is abandoned for a period of 180 days, then Hemphill, LLC shall be responsible for removing all improvements associated with the telecommunication facility.

WRITTEN STATEMENT

Site No.: 1331
Site Name: South Barbourville, KY

