

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

**RECEIVED**

AUG 04 2009

PUBLIC SERVICE  
COMMISSION

In the Matter of:

APPLICATION OF NEW CINGULAR WIRELESS PCS, LLC )  
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC )  
CONVENIENCE AND NECESSITY TO CONSTRUCT )  
A WIRELESS COMMUNICATIONS FACILITY AT )CASE: 2009-00265  
TWAY HOLLOW ROAD, HARLAN )  
HARLAN COUNTY, KENTUCKY, 40831 )

SITE NAME: HARLAN DT (252G0113)

**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 Tway Hollow Road, Harlan, Kentucky 40831 (36° 49' 12.65" North Latitude, 83° 19' 44.13" West Longitude (NAD 83)), in an area entirely within Harlan County. The property in which the WCF will be located is currently owned by William A. and Kathleen G. Rice, pursuant to that Deed of record in Deed Book 164, Page 480 in the Office of the Harlan County Clerk. The proposed WCF will consist of a 250 foot self-support tower with an approximately 6-foot tall lightning arrestor attached to the top of the tower for a total height of 256 feet. The WCF will also include concrete foundations to accommodate the placement of a prefabricated equipment shelter. The WCF compound will be fenced and all access gates(s) will be secured. A detailed site development plan and survey, signed and sealed by a professional land surveyor registered in Kentucky is attached as **Exhibit B**.

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

7. A geotechnical engineering report was performed at the WCF site by Terracon Consultants, Inc. of Louisville, Kentucky, dated April 3, 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 Application dated June 03, 2009 is also attached as **Exhibit G**. The KAZC approval will be forwarded once received.

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

11. Based on the review of Federal Emergency Management Agency Flood Insurance Rate Maps, the licensed, professional land surveyor has noted in **Exhibit B** that the Flood Insurance Rate Map (FIRM) No. 21095C0279D 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 undeveloped 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 designed to host multiple wireless service providers' facilities or existing structures, such as a telecommunications tower or another suitable structure capable of supporting the utility's facilities.

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

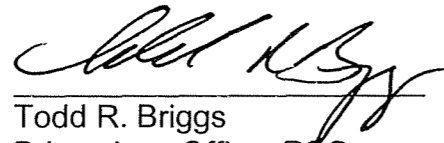
20. A telecommunications tower owned by East Kentucky Network, LLC is within the search area depicted in Exhibit M. However, East Kentucky Network, LLC's immediate plans and loading for the tower will not accommodate collocation of our equipment.

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

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

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

Respectfully submitted,



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

**LIST OF EXHIBITS**

Exhibit A	Certificate of Authorization
Exhibit B	Site Development Plan and Survey
Exhibit C	Vertical Tower Profile
Exhibit D	Structural Design Report Foundation 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 Application
Exhibit H	FCC Documentation
Exhibit I	Directions to Site and Copy of Lease Agreement
Exhibit J	Property Owner Notification Listing Copy of Property Owner Notifications 500' Radius Vicinity Map
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.

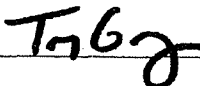
I, Trey Grayson, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State, **NEW CINGULAR WIRELESS PCS, LLC**

, 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

OCT 26 2004

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 20<sup>th</sup> day of October, 2004.

AT&T WIRELESS PCS, LLC

By: Cingular Wireless LLC, its Manager

By:   
Name: Joanne Todaro  
Title: Assistant Secretary

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

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

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

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

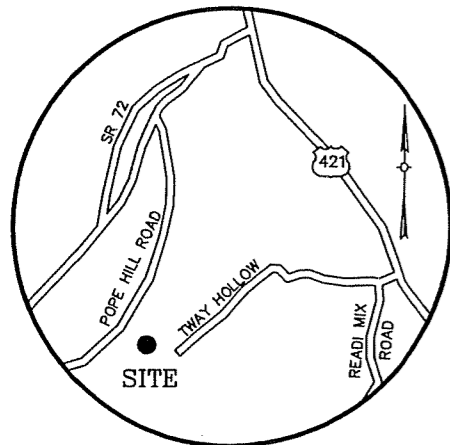
DATED this 7 day of September, 1999.

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



Mark U. Thomas, Vice President

Exhibit B



**LOCATION MAP**  
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 WILLIAM A. AND KATHLEEN G. RICE BY DEED OF RECORD IN DEED BOOK 164, PAGE 480 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 SET #5 REBAR WITH CAP STAMPED "J CHARLES #3152" HEREAFTER REFERRED TO AS SET REBAR, IN THE WEST PROPERTY LINE OF A TRACT OF LAND CONVEYED TO WILLIAM A. AND KATHLEEN G. RICE BY DEED OF RECORD IN DEED BOOK 164, PAGE 480 IN THE OFFICE OF THE COUNTY CLERK OF HARLAN COUNTY, KENTUCKY; THENCE S82°39'59"E, 6.02 FEET TO A SET REBAR AT THE TRUE POINT OF BEGINNING; THENCE WITH THE PROPOSED LEASE AREA THE NEXT FOUR CALLS, N88°51'23"E, 70.00 FEET TO A SET REBAR; THENCE S01°08'37"E, 142.86 FEET TO A SET REBAR; THENCE S88°51'23"W, 70.00 FEET TO A SET REBAR; THENCE N01°08'37"W, 142.86 FEET TO THE POINT OF BEGINNING AND CONTAINING 10,000 SQUARE FEET.

ALSO, THE RIGHT TO USE FOR ACCESS AND UTILITIES FOR THE ABOVE DESCRIBED LEASE AREA, A 30 FOOT WIDE EASEMENT THE CENTERLINE DESCRIBED AS FOLLOWS: BEGINNING AT A REBAR SET ON THE WEST SIDE OF THE PROPERTY LINE OF A TRACT OF LAND CONVEYED TO WILLIAM A. AND KATHLEEN G. RICE BY DEED OF RECORD IN DEED BOOK 164, PAGE 480 IN THE OFFICE OF THE COUNTY CLERK OF HARLAN COUNTY, KENTUCKY; THENCE S82°39'59"E, 6.02 FEET TO A POINT; THENCE S01°08'37"E, 142.86 FEET TO A POINT; THENCE N88°51'23"E, 35.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE WITH SAID EASEMENT CENTERLINE THE FOLLOWING 19 CALLS, S14°43'41"E, 183.14 FEET TO A POINT; THENCE S11°22'59"W, 333.79 FEET TO A POINT; THENCE S05°23'38"W, 216.08 FEET TO A POINT; THENCE S14°16'18"E, 195.78 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 56.00 FEET AND A CHORD BEARING OF N88°24'06"E, 109.27 FEET TO A POINT; THENCE N11°04'30"E, 150.33 FEET TO A POINT; THENCE N16°49'57"E, 119.06 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 398.01 FEET AND A CHORD BEARING OF N22°27'54"E, 110.58 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 144.97 FEET AND A CHORD BEARING OF N11°40'32"E, 119.42 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 80.81 FEET AND A CHORD BEARING OF N11°56'06"E, 63.04 FEET TO A POINT; THENCE N35°56'19"E, 137.37 FEET TO A POINT; THENCE N41°51'53"E, 173.49 FEET TO A POINT; THENCE N34°51'58"E, 140.08 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 108.14 FEET AND A CHORD BEARING OF N53°06'24"E, 70.32 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 171.25 FEET AND A CHORD BEARING OF N53°25'13"E, 107.45 FEET TO A POINT; THENCE N35°08'43"E, 159.37 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 296.83 FEET AND A CHORD BEARING OF N48°25'25"E, 146.08 FEET TO A POINT; THENCE N63°12'11"E, 124.75 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 380.44 FEET AND A CHORD BEARING OF N49°23'18"E, 129.11 FEET TO THE TERMINATION OF SAID EASEMENT CENTERLINE IN THE END OF THE ASPHALT ROAD KNOWN AS TWAY HOLLOW ROAD.

**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 7-28-09 PLS. NO. 3259  
 OWNER APPROVAL: \_\_\_\_\_ DATE \_\_\_\_\_  
 OWNER APPROVAL: \_\_\_\_\_ DATE \_\_\_\_\_  
 AT&T APPROVAL: \_\_\_\_\_ DATE \_\_\_\_\_

**LEGEND**

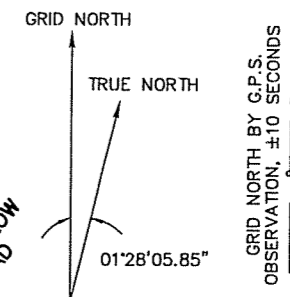
- OHU — EXISTING OVERHEAD UTILITIES
- x — FENCE LINE
- — SURVEY LINE
- - - APPROXIMATE DEED LINE
- ⊙ UTILITY POLE
- SET #5 REBAR WITH CAP STAMPED "J CHARLES #3152" UNLESS OTHERWISE NOTED

**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.

**FLOOD PLAIN CERTIFICATION**

I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 21095C0279D DATED AUGUST 16, 2006 AND THE LEASE AREA DOES NOT APPEAR TO BE IN A FLOOD PRONE AREA.



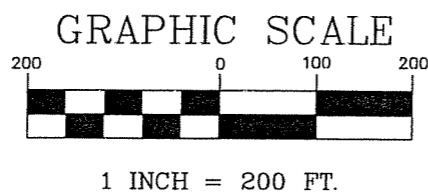
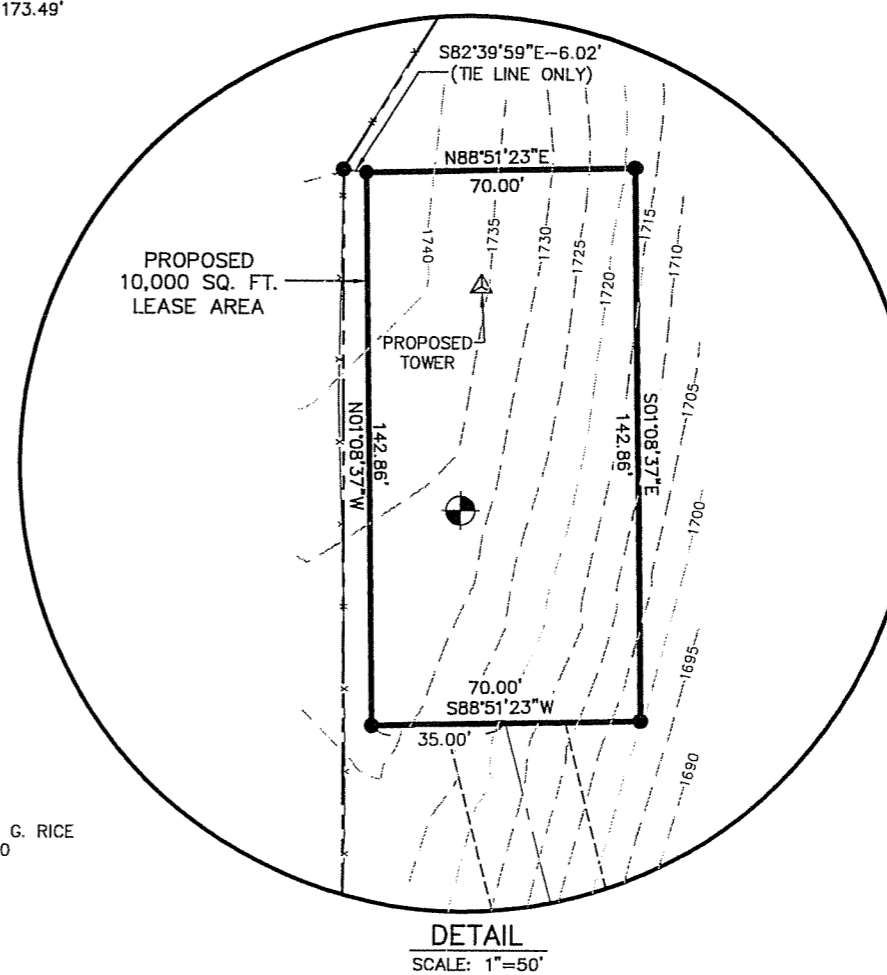
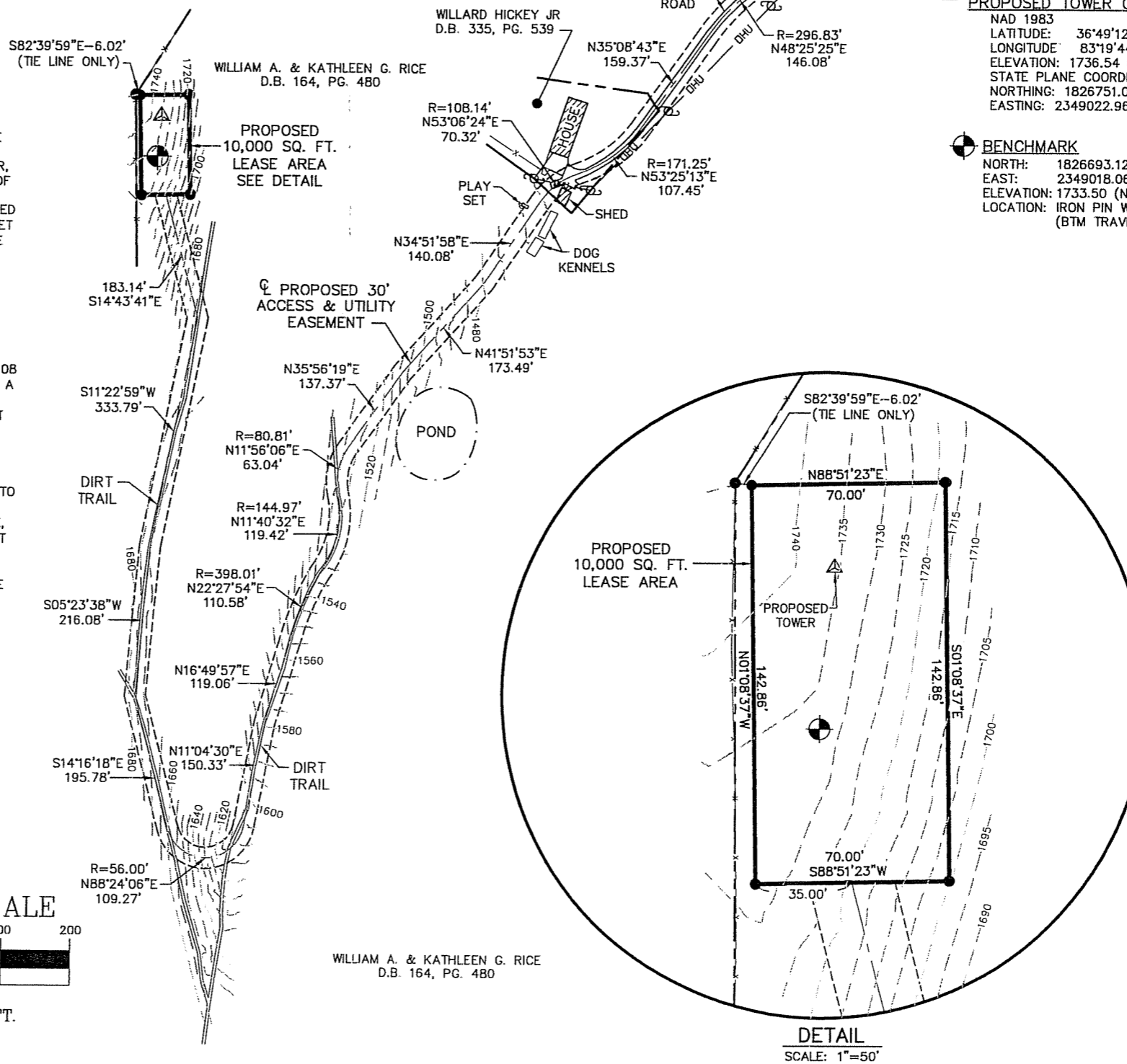
NORTH IS BASED ON THE KENTUCKY STATE PLANE COORDINATE SYSTEM, SOUTH ZONE AND WAS DETERMINED BY COMPUTATION FROM G.P.S OBSERVATION ON JANUARY 19, 2009.

**COORDINATE POINT LOCATION PROPOSED TOWER CENTERLINE**

NAD 1983  
 LATITUDE: 36°49'12.651"N  
 LONGITUDE: 83°19'44.127"W  
 ELEVATION: 1736.54 (NAVD 88)  
 STATE PLANE COORDINATE  
 NORTHING: 1826751.07  
 EASTING: 2349022.96

**BENCHMARK**

NORTH: 1826693.12  
 EAST: 2349018.06  
 ELEVATION: 1733.50 (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

---

7-28-09

STATE OF KENTUCKY

JOHN M. THOMAS  
 3259  
 LICENSED PROFESSIONAL LAND SURVEYOR

---

SITE NAME: HARLAN DT

SITE I.D.: 252G0113

SITE ADDRESS: TWAY HOLLOW ROAD  
 HARLAN, HARLAN CO., KY 40831

LEASE AREA: 10,000 SQ. FT.

PROPERTY OWNER:  
 WILLIAM A. & KATHLEEN G. RICE  
 PO BOX 980  
 HARLAN, KY 40831

TAX MAP NUMBER: 70-4

PARCEL NUMBER: 68

SOURCE OF TITLE:  
 DEED BOOK 164, PAGE 480

LATITUDE: 36° 49' 12.651"N  
 LONGITUDE: 83° 19' 44.127"W

NO.	REVISION/ISSUE	DATE

TITLE: COMMUNICATIONS SITE SURVEY

SHEET: C-2

# SITE PLAN NOTES

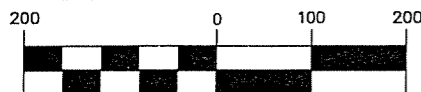
1. THE PROPOSED DEVELOPMENT IS FOR A 250 FOOT SELF-SUPPORT TOWER AND MULTIPLE EQUIPMENT LOCATIONS. ITS LOCATION IS TWAY HOLLOW RD, HARLAN, KY 40831.
2. THE TOWER WILL BE ACCESSED BY A PROPOSED STABILIZED DRIVE FROM AN EXISTING GRAVEL ROAD. WATER, SANITARY SEWER, AND WASTE COLLECTIONS SERVICES ARE NOT REQUIRED FOR THE PROPOSED DEVELOPMENT.
3. CENTERLINE OF PROPOSED TOWER GEOGRAPHIC LOCATIONS:  
 LATITUDE: 36° 49' 12.651"N 1826751.07 N  
 LONGITUDE: 83° 19' 44.127"W 2349022.96 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

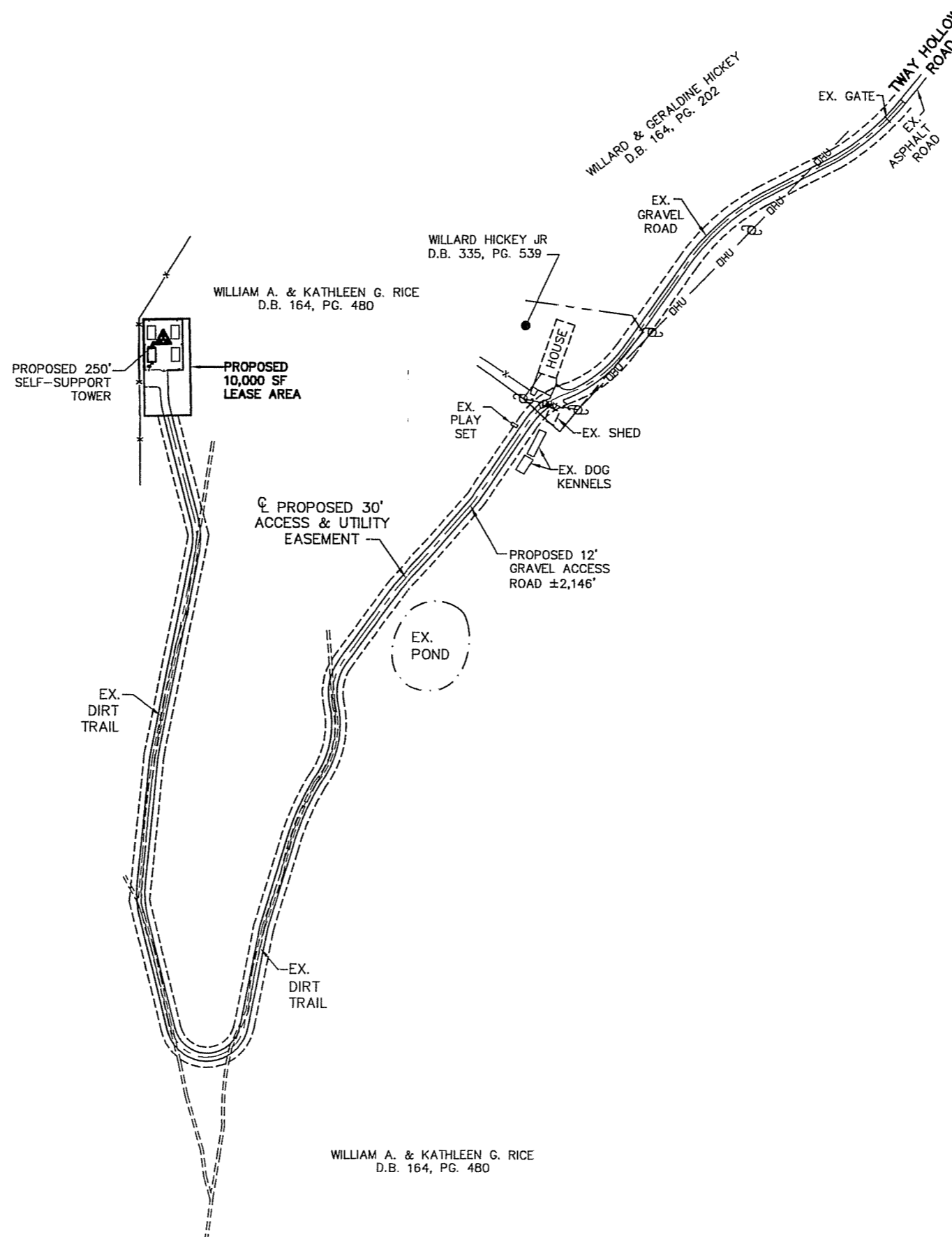
## LEGEND

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

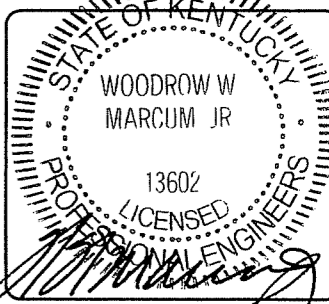
## GRAPHIC SCALE



1 INCH = 200 FT.



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



SITE NAME: HARLAN DT

SITE ID NUMBER: 252G0113

SITE ADDRESS: TWAY HOLLOW RD  
 HARLAN, KY 40831

LATITUDE: 36° 49' 12.651" N  
 LONGITUDE: 83° 19' 44.127" W

TAX MAP NUMBER: 70-4

PARCEL NUMBER: 68

SOURCE OF TITLE:  
 DEED BOOK 164, PAGE 480

PROPERTY OWNER:  
 WILLIAM A & KATHLEEN G RICE  
 PO BOX 980  
 HARLAN, KY 40831

NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	06/29/09
2	REISSUE FOR COMMENT	07/07/09
3	ISSUE FOR ZONING	07/28/09

TITLE: **OVERALL SITE LAYOUT**

SHEET: **Z-2**



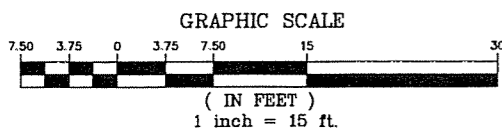
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7. COMPOUND FINISHED SURFACE TO BE FENCED

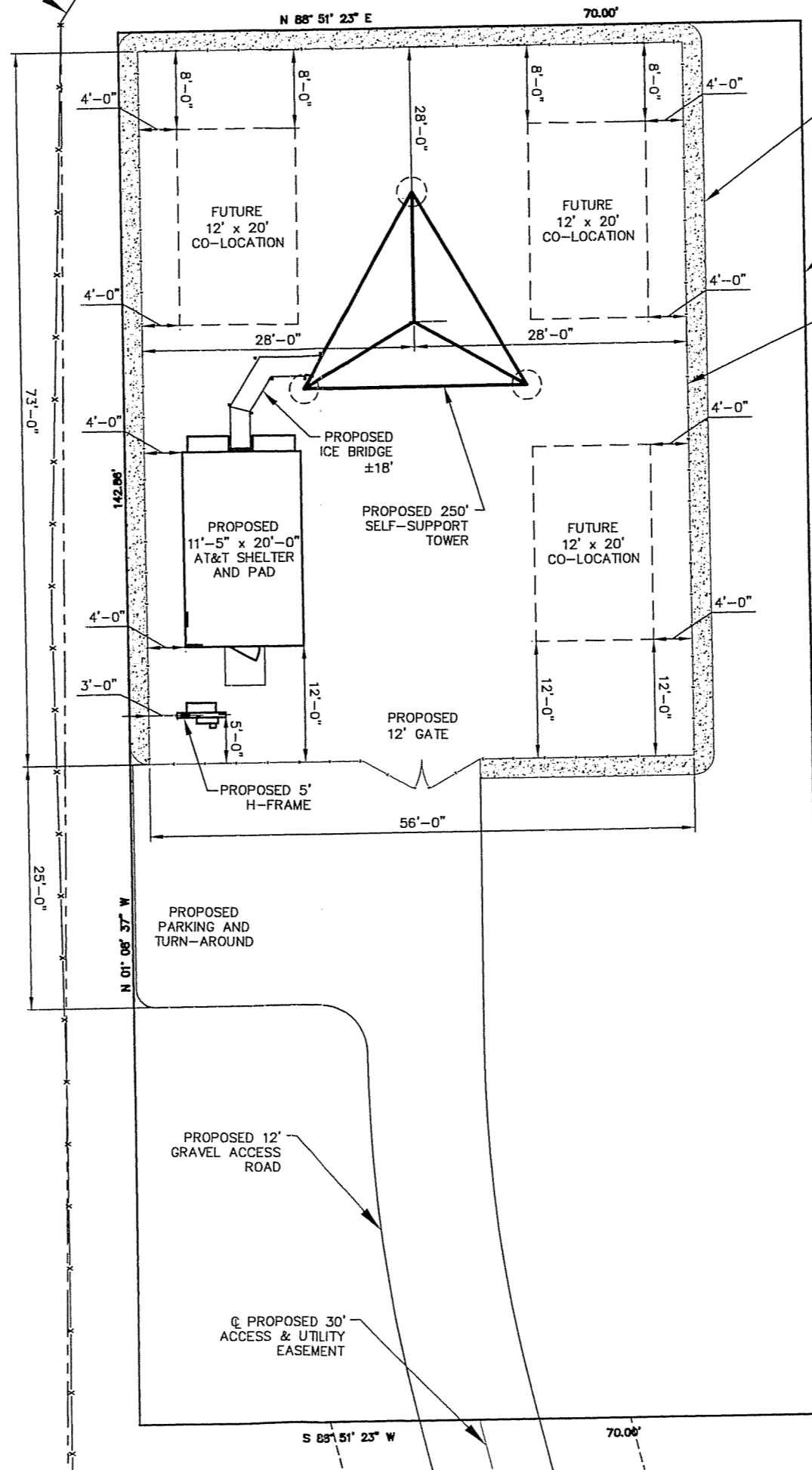
**UNDERGROUND UTILITIES**  
 CALL 2 WORKING DAYS  
**BEFORE YOU DIG**  
 INDIANA 1-800-382-5544  
 KENTUCKY 1-800-752-6007  
 OR DIAL 811  
 UTILITIES PROTECTION SERVICE  
 NON-MEMBERS MUST CALL DIRECTLY

## LEGEND

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



EXISTING APPROXIMATE PROPERTY LINE ALONG FENCE LINE

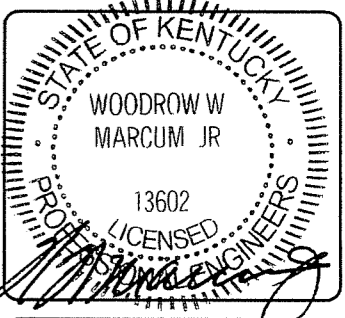


PROPOSED 2' GRAVEL APRON  
 PROPOSED 10,000 SF LEASE AREA

PROPOSED 8' CHAIN LINK FENCE



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



SITE NAME: HARLAN DT

SITE ID NUMBER: 252G0113

SITE ADDRESS: TWAY HOLLOW RD  
 HARLAN, KY 40831

LATITUDE: 36° 49' 12.651" N  
 LONGITUDE: 83° 19' 44.127" W

TAX MAP NUMBER: 70-4

PARCEL NUMBER: 68

SOURCE OF TITLE:  
 DEED BOOK 164, PAGE 480

PROPERTY OWNER:  
 WILLIAM A & KATHLEEN G RICE  
 PO BOX 980  
 HARLAN, KY 40831

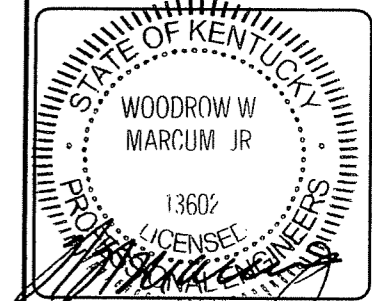
NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	06/29/09
2	REISSUE FOR COMMENT	07/07/09
3	ISSUE FOR ZONING	07/28/09

TITLE:  
**SITE LAYOUT**

SHEET:  
**Z-3**



**BT Engineering, Inc**  
 3001 TAYLOR SPRINGS DRIVE  
 LOUISVILLE, KENTUCKY 40220  
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3	ISSUE FOR ZONING	07/28/09

TITLE:  
 NORTH & SOUTH ELEVATIONS

SHEET:

Z-4

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

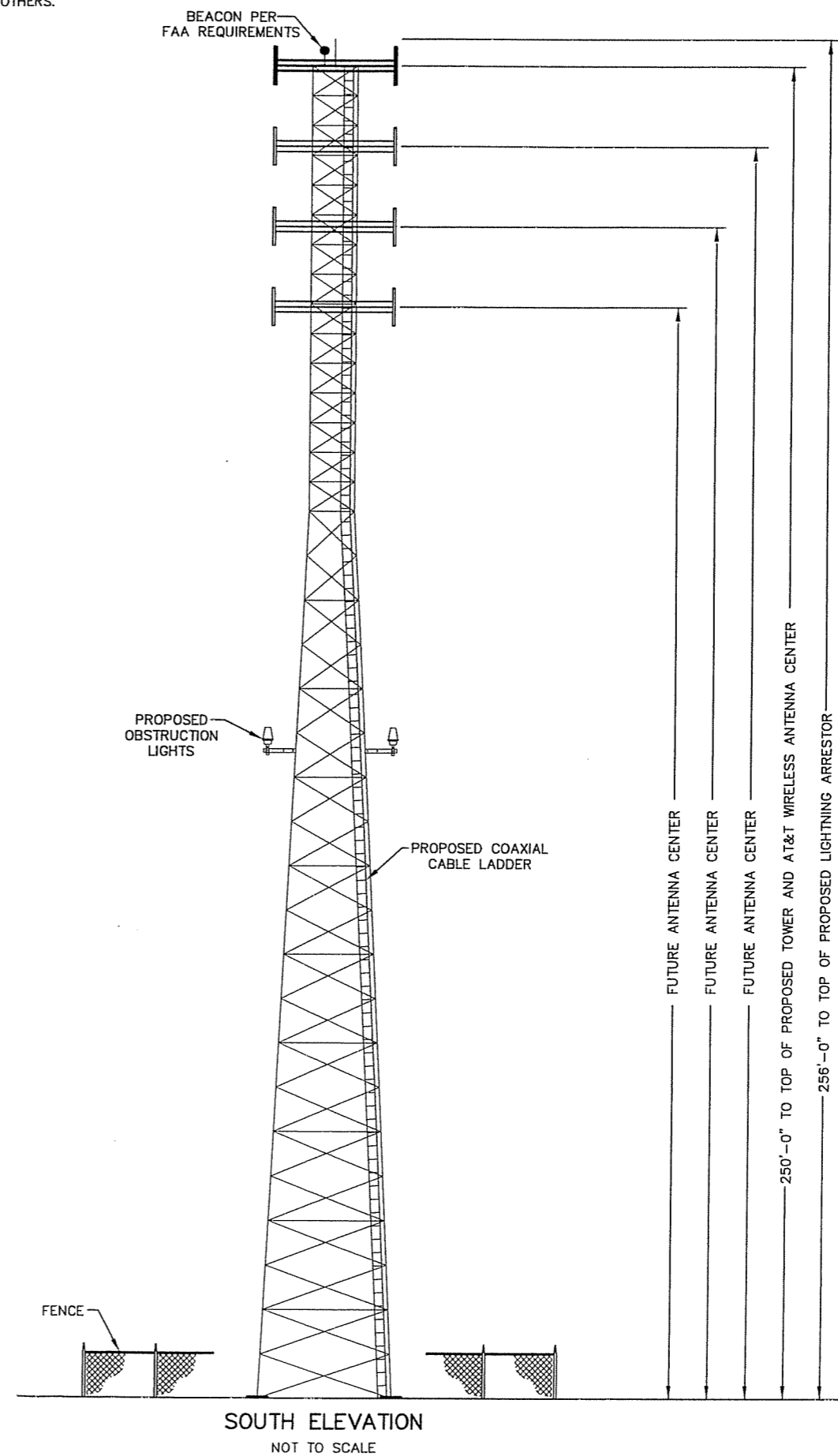
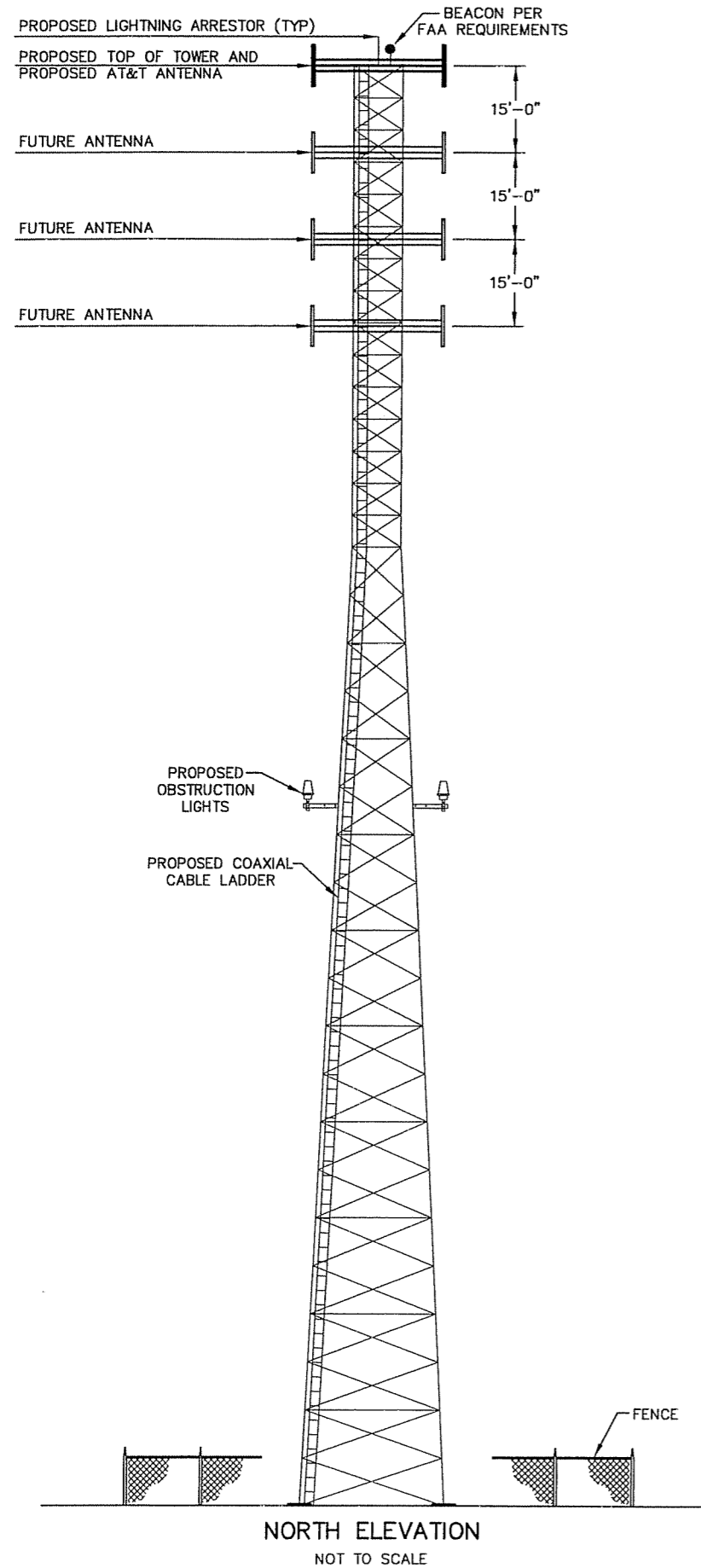


Exhibit D

# AMERICAN TOWER<sup>®</sup>

## CORPORATION

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

### 273312 - HARLAN KY, KY

**PROJECT DESCRIPTION:**

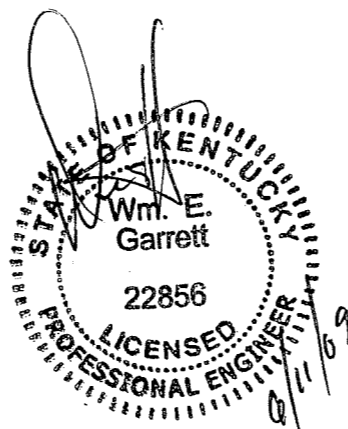
PRIMARY FOUNDATION DESIGN FOR A TOWER INNOVATIONS "250" SELF-SUPPORTING TOWER.

**AS-BUILT SIGN-OFF**

DESCRIPTION	SIGNATURE	DATE
CONTRACTOR NAME		
CONTRACTOR REPRESENTATIVE (PRINT NAME)		
CONTRACTOR REPRESENTATIVE (SIGNATURE)		
REDEVELOPMENT P.M. (PRINT NAME)		
REDEVELOPMENT P.M. (SIGNATURE)		

**PROJECT SUMMARY**

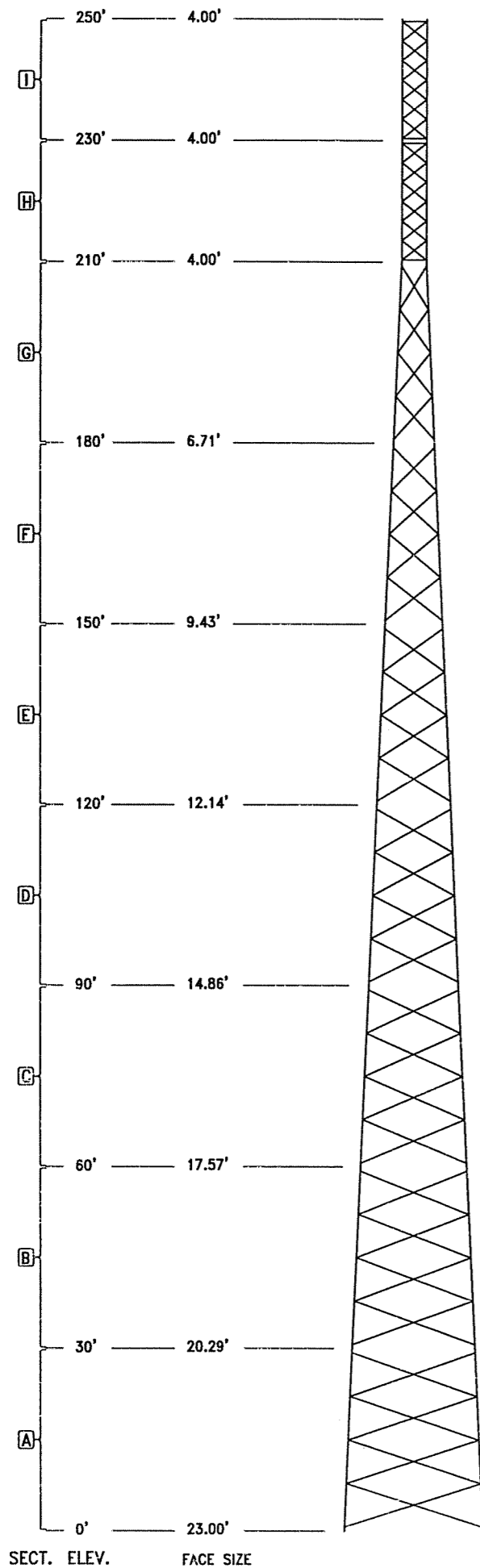
CUSTOMER: OPERATIONS STRUCTURAL  
 SITE NUMBER: 273312  
 SITE NAME: HARLAN KY, KY  
 SITE ADDRESS: TWAY HOLLOW RD.  
 HARLAN, KY 40831  
 PROPERTY OWNER: AMERICAN TOWER CORPORATION  
 ATC JOB NUMBER: 43559072A  
 DATE: 6/10/09  
 REVISION: 0



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

**DRAWING INDEX**

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

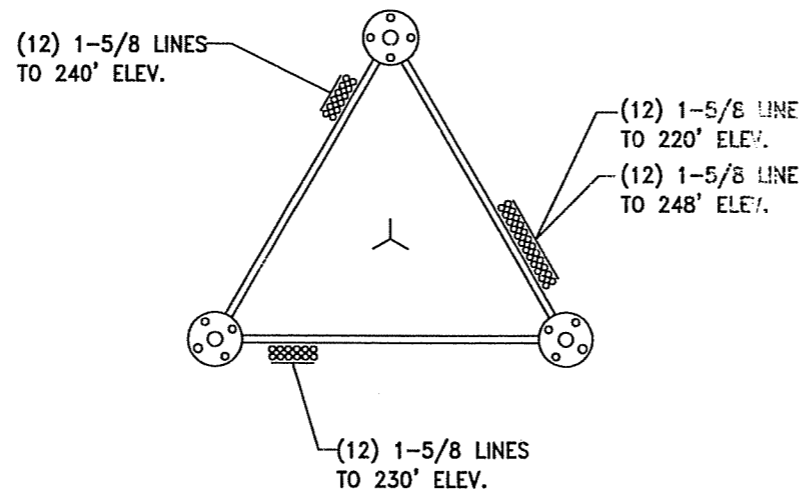


MEMBER CHART

SECTION	ELEVATION	FACE SIZE	LEGS	GIRTS			SECTION WEIGHT (lbs.)
				DIAGONALS	HORIZONTALS	CLIMBING	
A	0' - 30'	23.00' - 20.29'	4-3/4	L 4 x 4 x 1/4	N/A	NOTE: 5	9825
B	30' - 60'	20.29' - 17.57'	4-1/2	L 3-1/2 x 3-1/2 x 1/4	N/A	NOTE: 5	8425
C	60' - 90'	17.57' - 14.86'	4-1/2	L 3 x 3 x 1/4	N/A	NOTE: 5	7725
D	90' - 120'	14.86' - 12.14'	4-1/4	L 3 x 3 x 3/16	N/A	NOTE: 5	6350
E	120' - 150'	12.14' - 9.43'	4-1/4	L 2-1/2 x 2-1/2 x 3/16	N/A	NOTE: 5	5850
F	150' - 180'	9.43' - 6.71'	4	L 2-1/2 x 2-1/2 x 3/16	N/A	NOTE: 5	5175
G	180' - 210'	6.71' - 4.00'	3-3/4	L 2 x 2 x 3/16	N/A	NOTE: 5	4425
H	210' - 230'	4.00'	3	1 S.R.	1 S.R.	NOTE: 5	3050
I	230' - 250'	4.00'	2	7/8 S.R.	7/8 S.R.	NOTE: 5	1600

Feedline Distribution Information

1) The Tower Structure is Designed According To The Feedline Distribution Information Provided.



MATERIAL SPEC CHART

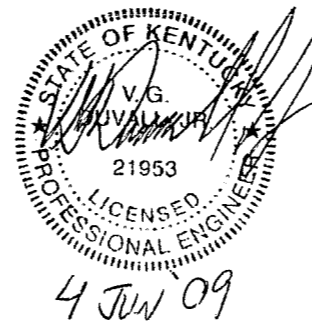
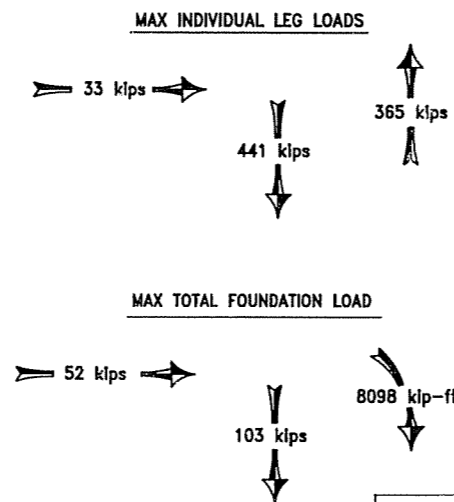
DESC.	MATR'L SPEC.	MIN. YIELD (ksi)
WELDED SECTIONS		
LEGS	A-572 GRADE 50	50
INNER MEM.	A-572 GRADE 50	50
FLANGE PL	A-572 GRADE 50	50
BOLTED X-BRACED SECTIONS		
LEGS	MT2W85 GRADE 58	58
INNER MEM.	A-36	36
FLANGE PL	A-572 GRADE 50	50
LEG PAD PL	A-36	36

ANTENNA INFORMATION

ANTENNA	ELEVATION	HELIAX LINE
CARRIER #1: AREA=115/135sq.ft. WEIGHT=2.0/3.0kips	⊕ 248'	1-5/8
CARRIER #2: AREA=115/135sq.ft. WEIGHT=2.0/3.0kips	⊕ 240'	1-5/8
CARRIER #3: AREA=115/135sq.ft. WEIGHT=2.0/3.0kips	⊕ 230'	1-5/8
CARRIER #4: AREA=115/135sq.ft. WEIGHT=2.0/3.0kips	⊕ 220'	1-5/8

DESIGN & DRAWING NOTES:

- SOME DETAIL HAS BEEN OMITTED FOR CLARITY OF ILLUSTRATION.
- TOWER IS DESIGNED FOR A 80 MPH BASIC WIND IN ACCORDANCE WITH THE TIA/EIA-222-F STANDARD.
- TOWER IS ALSO DESIGNED FOR A 69 MPH BASIC WIND WITH 1/2" ICE.
- DEFLECTIONS ARE BASED UPON A 50 MPH WIND.
- TOWER DESIGNED FOR STEP BOLTS.
- TOWER DESIGNED FOR FEEDLINE TO BE MOUNTED ON A CLIP-ON. WAVEGUIDE LADDER PER THE FEEDLINE DISTRIBUTION DRAWING
- SECTIONS A - G ARE 4-BAY X-BRACED. SECTIONS H & I ARE 6-BAY X-BRACED.



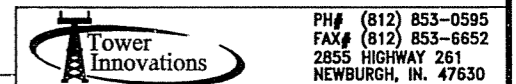
REV. #	DESCRIPTION	DATE	APP.	DRAWN	DATE
				A.W.L.	5-28-09
				CHECK	DATE
				A.J.H.	5-28-09
				APPROVAL	DATE
				G.R.F.	5-28-09

THIRD ANGLE PROJECTION

COMPANY CONFIDENTIAL INFORMATION CONTAINED HEREIN IS CONFIDENTIAL IT IS TO BE USED SOLELY FOR THE PURPOSE PROVIDED AND IT IS NOT TO BE DISCLOSED TO OTHERS WITHOUT THE PRIOR WRITTEN CONSENT OF TOWER INNOVATIONS

TOLERANCES  
.X± 3/32" ANGLES± 2°  
.XXX± 3/32" DRILLED HOLE± #1/32"  
.XXXX± 1/16" BURNED HOLE± #1/16"

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES



TITLE  
ELEVATION VIEW & MEMBER INFORMATION  
HARLAN DT, KY.

DWG NO.  
5347-T1 (21706ar1)

DO NOT SCALE DRAWING



**GENERAL**

1. ALL METHODS, MATERIALS AND WORKMANSHIP SHALL FOLLOW THE DICTATES OF GOOD CONSTRUCTION PRACTICE
2. ALL WORK INDICATED ON THESE DRAWINGS SHALL BE PERFORMED BY QUALIFIED CONTRACTORS EXPERIENCED IN TOWER AND FOUNDATION CONSTRUCTION.
3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD IMMEDIATELY OF ANY INSTALLATION INTERFERENCES. ALL NEW WORK SHALL ACCOMMODATE EXISTING CONDITIONS. DETAILS NOT SPECIFICALLY SHOWN ON THE DRAWINGS SHALL FOLLOW SIMILAR DETAILS FOR THIS JOB.
4. ANY SUBSTITUTIONS MUST CONFORM TO THE REQUIREMENTS OF THESE NOTES AND SPECIFICATIONS, AND SHOULD BE SIMILAR TO THOSE SHOWN. ALL SUBSTITUTIONS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
5. ANY MANUFACTURED DESIGN ELEMENTS MUST CONFORM TO THE REQUIREMENTS OF THESE NOTES AND SPECIFICATIONS AND SHOULD BE SIMILAR TO THOSE SHOWN. THESE DESIGN ELEMENTS MUST BE STAMPED BY AN ENGINEER PROFESSIONALLY REGISTERED IN THE STATE OF THE PROJECT, AND SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL PRIOR TO FABRICATION.
6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH LOCAL CODES AND OSHA SAFETY REGULATIONS.
7. THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND EXECUTION OF ALL MISCELLANEOUS SHORING, BRACING, TEMPORARY SUPPORTS, ETC. NECESSARY TO PROVIDE A COMPLETE AND STABLE STRUCTURE AS SHOWN ON THESE DRAWINGS.
8. CONTRACTOR'S PROPOSED INSTALLATION SHALL NOT INTERFERE, NOR DENY ACCESS TO, ANY EXISTING OPERATIONAL AND SAFETY EQUIPMENT.
- 9.) FIELD CUT EDGES, EXCEPT DRILLED HOLES, SHALL BE GROUND SMOOTH.
- 10.) ALL FIELD CUT SURFACES SHALL BE REPAIRED WITH ZRC GALVALITE COLD GALVANIZING COMPOUND PER ASTM A780 AND MANUFACTURER'S RECOMMENDATIONS.

**APPLICABLE CODES AND STANDARDS**

1. ANSII/AIA/EIA: STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES, 222-F EDITION
2. KENTUCKY BUILDING CODE 2007 AND 2006 INTERNATIONAL BUILDING CODE
3. ACI 318: AMERICAN CONCRETE INSTITUTE, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, 318-99.
4. CRSI: CONCRETE REINFORCING STEEL INSTITUTE, MANUAL OF STANDARD PRACTICE, LATEST EDITION
5. AISC: AMERICAN INSTITUTE OF STEEL CONSTRUCTION, MANUAL OF STEEL CONSTRUCTION, LATEST EDITION
6. AWS: AMERICAN WELDING SOCIETY D1.1, STRUCTURAL WELDING CODE, LATEST EDITION

**STRUCTURAL STEEL**

1. ALL DETAILING, FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AISC SPECIFICATIONS, LATEST EDITION.
2. ALL EXPOSED STRUCTURAL STEEL MEMBERS SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION PER ASTM A123. EXPOSED STEEL HARDWARE AND ANCHOR BOLTS SHALL BE GALVANIZED PER ASTM A153 OR B695.
3. ALL U-BOLTS SHALL BE ASTM A307 OR EQUIVALENT, WITH LOCKING DEVICE, UNLESS NOTED OTHERWISE.

**WELDING**

1. ALL WELDING TO BE PERFORMED BY AWS CERTIFIED WELDERS AND CONDUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AWS WELDING CODE D1.1.
2. ALL ELECTRODES TO BE LOW HYDROGEN, MATCHING FILLER METAL, PER AWS D1.1, U N O.
3. MINIMUM WELD SIZE TO BE 0.1875 INCH FILLET WELDS, UNLESS NOTED OTHERWISE.
4. PRIOR TO FIELD WELDING GALVANIZED MATERIAL, CONTRACTOR SHALL GRIND OFF GALVANIZING 1/2" BEYOND ALL FIELD WELD SURFACES. AFTER WELD AND WELD INSPECTION IS COMPLETE, REPAIR ALL GROUND AND WELDED SURFACES WITH ZRC GALVALITE COLD GALVANIZING COMPOUND PER ASTM A780 AND MANUFACTURER'S RECOMMENDATIONS.

**PAINT**

1. AS REQUIRED, CLEAN AND PAINT PROPOSED STEEL ACCORDING TO FAA ADVISORY CIRCULAR AC 707460-1K.

**BOLT TIGHTENING PROCEDURE**

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

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

BOLT LENGTHS OVER FOUR DIA. BUT NOT EXCEEDING 8 DIA.		
3/4"	BOLTS 4.25 TO 6.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
7/8"	BOLTS 3.75 TO 7.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1"	BOLTS 4.25 TO 8.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1-1/8"	BOLTS 4.75 TO 9.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1-1/4"	BOLTS 5.25 TO 10.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1-1/2"	BOLTS 6.25 TO 12.0 INCH LENGTH	+1/2 TURN BEYOND SNUG TIGHT

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

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

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

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

**SPECIAL INSPECTION**

1. A QUALIFIED INDEPENDENT TESTING LABORATORY, EMPLOYED BY THE OWNER, SHALL PERFORM INSPECTION AND TESTING IN ACCORDANCE WITH KENTUCKY BUILDING CODE 2007 AND IBC 2006, SECTION 1704 AS REQUIRED BY PROJECT SPECIFICATIONS FOR THE FOLLOWING CONSTRUCTION WORK:
  - a) STRUCTURAL WELDING
  - b) HIGH STRENGTH BOLTS
2. THE INSPECTION AGENCY SHALL SUBMIT INSPECTION AND TEST REPORTS TO THE BUILDING DEPARTMENT, THE ENGINEER OF RECORD, AND THE OWNER IN ACCORDANCE WITH KENTUCKY BUILDING CODE 2007 AND IBC 2006, SECTION 1704. UNLESS THE FABRICATOR IS APPROVED BY THE BUILDING OFFICIAL TO PERFORM SUCH WORK WITHOUT THE SPECIAL INSPECTIONS.



**AMERICAN TOWER<sup>®</sup>**  
**STRUCTURAL**  
**ENGINEERING**  
 8505 FREEPORT PARKWAY  
 SUITE 135  
 IRVING, TX 75063  
 (972) 939-8900 Tel.  
 (972) 939-8940 Fax  
 INSE AMT

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REV.	DESCRIPTION	BY	DATE
△	FIRST ISSUE	SK	6/10/09
△			
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△			
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△			
△			

SITE NUMBER:  
 273312  
 SITE NAME:  
 HARLAN KY, KY  
 SITE ADDRESS:  
 TWAY HOLLOW RD.  
 HARLAN, KY 40831

DRAWN BY:	SK
CHECKED BY:	RAM
DATE DRAWN:	6/10/09
ATC JOB NO:	43559072A

SHEET TITLE:  
 IBC GENERAL NOTES

SHEET NUMBER:	IGN
REV #:	0



**AMERICAN TOWER  
STRUCTURAL  
ENGINEERING**

8505 FREEPORT PARKWAY  
SUITE 135  
IRVING, TX 75063  
(972) 999-8900 Tel.  
(972) 999-8940 Fax  
NISE AMT

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REV.	DESCRIPTION	BY	DATE
△	FIRST ISSUE	SK	6/10/09
△			
△			
△			
△			
△			

SITE NUMBER:

273312

SITE NAME:

HARLAN KY, KY

SITE ADDRESS:

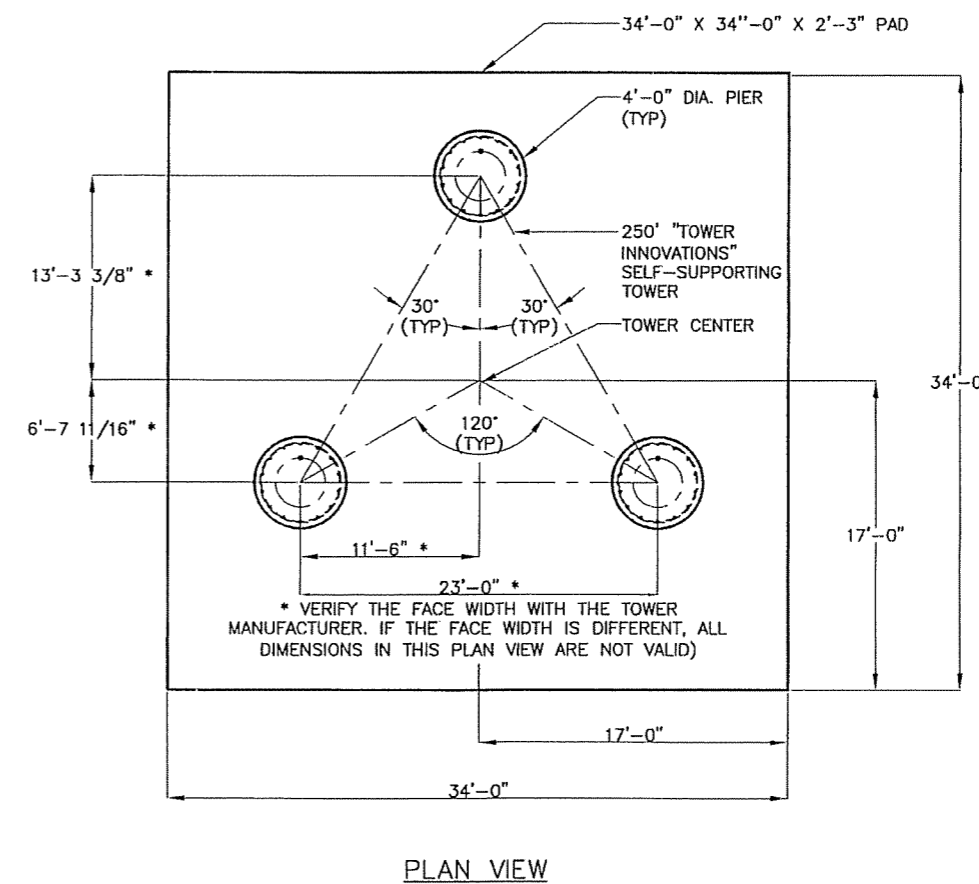
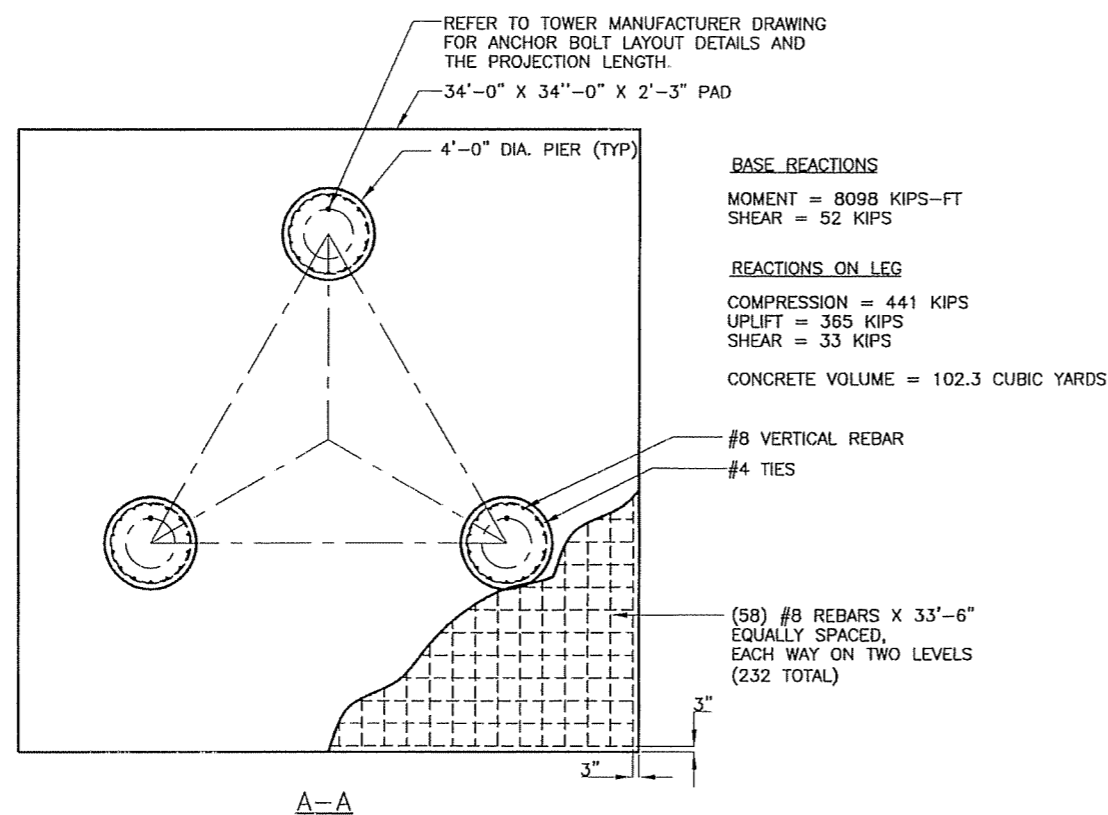
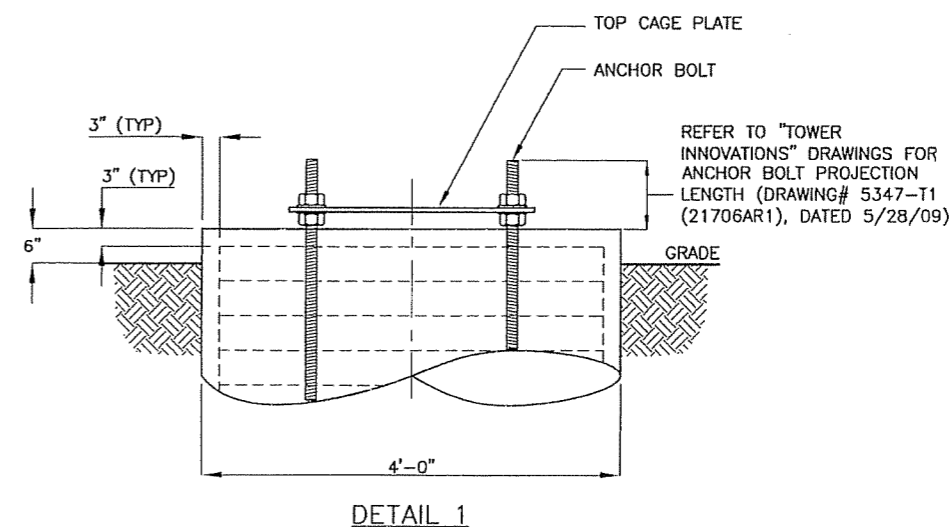
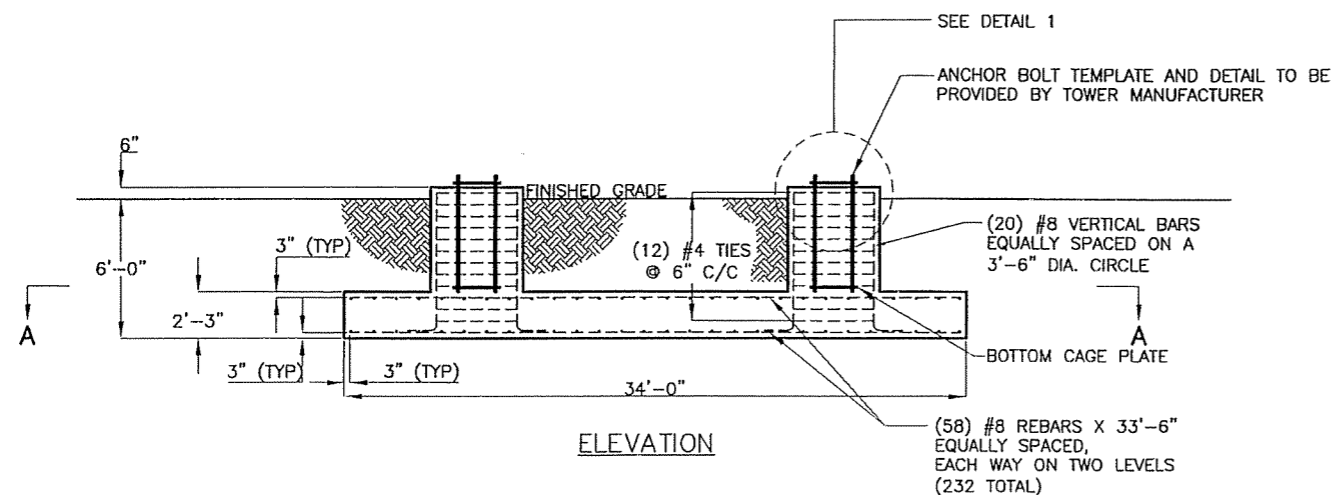
TWAY HOLLOW RD.  
HARLAN, KY 40831

DRAWN BY:	SK
CHECKED BY:	RAM
DATE DRAWN:	6/10/09
ATC JOB NO:	43559072A

SHEET TITLE:

PIER AND PAD  
FOUNDATION  
DESIGN DETAILS  
(PRIMARY DESIGN)

SHEET NUMBER:	REV #:
A-1	0



**NOTES**

1. FOUNDATION DESIGNED FOR A "TOWER INNOVATIONS" 250' SELF-SUPPORTING TOWER (DRAWING# 5347-T1 (21706AR1), DATED 5/28/09). REFERENCE TOWER MANUFACTURER DRAWINGS FOR ANCHOR BOLT INSTALLATION REQUIREMENTS.
2. FOUNDATION DESIGN REACTIONS WERE OBTAINED FROM TOWER MANUFACTURER DESIGN DRAWINGS (DRAWING# 5347-T1 (21706AR1), DATED 5/28/09).
3. FOUNDATION DESIGN WAS BASED ON SOIL REPORT PROVIDED BY "TERRACON" WITH PROJECT# 57097301, DATED 4/3/09. REFERENCE THE SOIL REPORT FOR ADDITIONAL CONSIDERATIONS AND REQUIREMENTS.
4. SLIGHTLY WEATHERED SANDSTONE (RQD 77%) WAS ENCOUNTERED AT 5' BELOW THE GRADE SURFACE.
5. CONCRETE SLUMP: 2"~4"
6. FOUNDATION BASE SHOULD REST ON FIRM AND LEVELED SURFACE.
7. ELEVATION AT THE TOPS OF ALL THREE PIERS TO BE WITHIN ±1/4" OF EACH OTHER



THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE, ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER CORPORATION AND THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM AMERICAN TOWER CORPORATION TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH AMERICAN TOWER CORPORATION WITHOUT PREJUDICE AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE FRAUDULENT EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

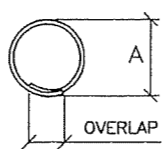
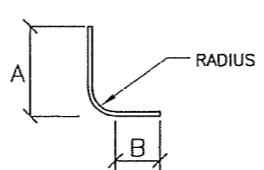
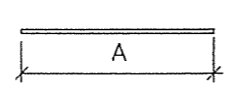
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SITE NUMBER:  
**273312**  
 SITE NAME:  
**HARLAN KY, KY**  
 SITE ADDRESS:  
 TWAY HOLLOW RD.  
 HARLAN, KY 40831

DRAWN BY: SK  
 CHECKED BY: RAM  
 DATE DRAWN: 6/10/09  
 ATC JOB NO: 43559072A

SHEET TITLE:  
**BAR LIST FOR REINFORCING STEEL AND GENERAL NOTES**

SHEET NUMBER: **A-2**      REV #: **0**

BAR LIST FOR REINFORCING STEEL (PIER AND PAD FOUNDATION PRIMARY DESIGN)					
QTY REQ'D.	BAR SIZE	TOTAL LENGTH OF BAR	TOTAL WEIGHT (LBS)	TYPE	BENDING DIAGRAM
					DIMENSION
36	#4	11'-11"	287	TIE	
60	#8	7'-0"	1122	BENT	
232	#8	33'-6"	20752	STRAIGHT	

STANDARD REBAR SIZES & WEIGHTS				SPECIAL NOTES	STANDARD REBAR HOOK LENGTHS	
BAR NO	LBS PER FT.	DIA. INCHES	GRADE		90° HOOK	135° HOOKS
3	.3735	.375	40		5"	8"
4	.6676	.500			7"	10"
5	1.043	.625			9"	--
6	1.502	.750			10"	--
7	2.045	.875	60		1'-0"	--
8	2.670	1.000			1'-2"	--
9	3.400	1.128			1'-4"	--
10	4.303	1.270			1'-5"	--

GENERAL FOUNDATION CONSTRUCTION NOTES

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

FOUNDATION AND ANCHOR TOLERANCES

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

Exhibit E

April 3, 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 300' Self Supporting Tower  
Site Name: Harlan DT  
Site Number: 252G0113  
Tway Hollow Road  
Harlan, Harlan County, Kentucky  
Terracon Project No. 57097301**


Dear Ms. Kelly-Jacobs:

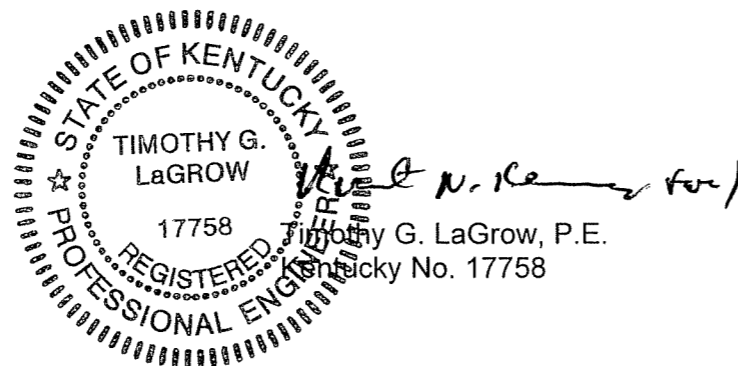
The results of our subsurface exploration are attached. The purpose of this exploration was to obtain information on subsurface conditions at the proposed project site and, based on this information, to provide recommendations regarding the design and construction of foundations for the proposed tower.

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



n:\Projects\2009\57097301\G57097301.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 HARLAN DT TOWER  
TWAY HOLLOW ROAD  
HARLAN, HARLAN COUNTY, KENTUCKY

TERRACON PROJECT NO. 57097301  
April 3, 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 22 ½ feet below the existing ground surface was drilled at the site. An individual boring log and a boring location plan are included with this report.

### 2.0 PROJECT DESCRIPTION

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

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

A small, lightly loaded equipment building will also be constructed. Wall and floor loads for this building are not anticipated to exceed 1 kip per linear foot and 100 pounds per square foot, respectively. At the time of the site visit, the property was a moderate to steeply sloping, wooded mountain top. Existing grades within the 70-foot by 143-foot tower leasehold area reportedly vary between about El. 1700 to El. 1740. 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 22 ½ 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. Due to shallow auger refusal at about 5 feet, only two samples were obtained by the split-barrel sampling procedure. Upon refusal, 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. Results of these tests are provided on the boring log at the appropriate horizon. An Atterberg limits test was not performed due to the material recovered from the boring being non-plastic.

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

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

#### **4.0 EXPLORATORY FINDINGS**

##### **4.1 Subsurface Conditions**

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

Beneath about ½ foot of topsoil, the boring encountered weathered sandstone extending to auger refusal at about 5 feet below grade. The weathered sandstone exhibited a hard consistency based on a standard penetration test (N) values of over 50 blows per foot (bpf).

Rock coring techniques were employed to sample the refusal materials. The core sample to a depth of about 20 ½ feet consisted of slightly weathered, thin bedded sandstone. Below 20 ½ feet consisted of highly weathered, very thin bedded sandstone. Core recovery varied from 90 to 100 percent. Bedrock quality is considered poor to good as defined by RQD values ranging from 30 to 78 percent. Coring operations were terminated at a depth of approximately 22 ½ 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 Mingo and the Hance formations. Both of these formations consist 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 drilled piers or on a mat foundation. The lightly loaded equipment building can be supported on shallow spread footings. Drilled pier and shallow foundation recommendations are presented in the following paragraphs.

**5.1 Tower Foundation**

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

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

Depth * (feet)	Description **	Allowable Skin Friction (psf)	Allowable End Bearing Pressure (psf)	Allowable Passive Pressure (psf)	Internal Angle of Friction (Degree)	Cohesion (psf)	Lateral Subgrade Modulus (pci)	Strain, &sub50 (in/in)
0 - 2	Topsoil Weathered Sandstone	Ignore	Ignore	Ignore	-	-	Ignore	Ignore
2 - 5	Weathered Sandstone	1000	5,000	4,000	0	4,000	300	0.004
5 - 22.5	Slightly Weathered Sandstone	2,500***	20,000	5,000***	0	50,000***	3,000	0.00001

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

\*\* A total unit weight of 150 pcf can be estimated for the bedrock.

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

The above indicated cohesion, friction angle, lateral subgrade modulus and strain values have no factors of safety, and the allowable skin friction and the passive resistances have factors of safety of 2. The cohesion, internal friction angle, lateral subgrade modulus and strain values given in the above table are based on the boring, published correlation values and Terracon's past experience with similar soil/rock types. These values should, therefore, be considered approximate. To mobilize the higher rock strength parameters, the pier should be socketed at



least 3 feet into competent sandstone bedrock. Furthermore, it is assumed that the rock socket is developed using coring rather than blasting techniques. The allowable end bearing pressure provided in the table has an approximate factor of safety of at least 3. Total settlement of drilled piers designed using the above parameters is not anticipated to exceed ½ inch.

The upper 2 feet of weathered sandstone 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. Relatively competent sandstone that required rock coring was encountered in our boring below a depth of about 5 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 zones. Care should be taken so that the sides and bottom of the excavations are not disturbed during construction. The bottom of the shaft should be free of loose soil or debris prior to reinforcing steel and concrete placement.

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

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

**Mat Foundation Design Parameters**

Depth (feet)	Description	Allowable Contact Bearing Pressure (psf)	Allowable Passive Pressure (psf)	Coefficient of Friction, Tan $\delta$	Vertical Modulus of Subgrade Reaction (pci)
0 - 2	Topsoil Weathered Sandstone	Ignore	Ignore	-	
$\geq 2$	Weathered Sandstone	5,000	Ignore	0.5	150

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

**5.2 Equipment Building Foundations**

The proposed equipment shed may be supported on shallow footings bearing on stiff natural soils 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 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 standard Proctor maximum dry density (ASTM D-698). Fill should be placed, compacted, and maintained at moisture contents within minus 2 to plus 2 percent of the optimum value determined by the standard Proctor test.

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

## 6.0 GENERAL COMMENTS

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

The analysis and recommendations presented in this report are based upon the data obtained from the boring performed at the indicated location and from other information discussed in this report. This report does not reflect variations that may occur across the site, or due to the modifying effects of weather. The nature and extent of such variations may not become evident until during or after construction. If variations appear, we should be immediately notified so that further evaluation and supplemental recommendations can be provided.

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

This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, either express or implied, are intended or made. Site safety, excavation support, and dewatering requirements are the responsibility of others. In the event that changes in the nature, design, or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless Terracon reviews the changes and either verifies or modifies the conclusions of this report in writing.

**APPENDIX**

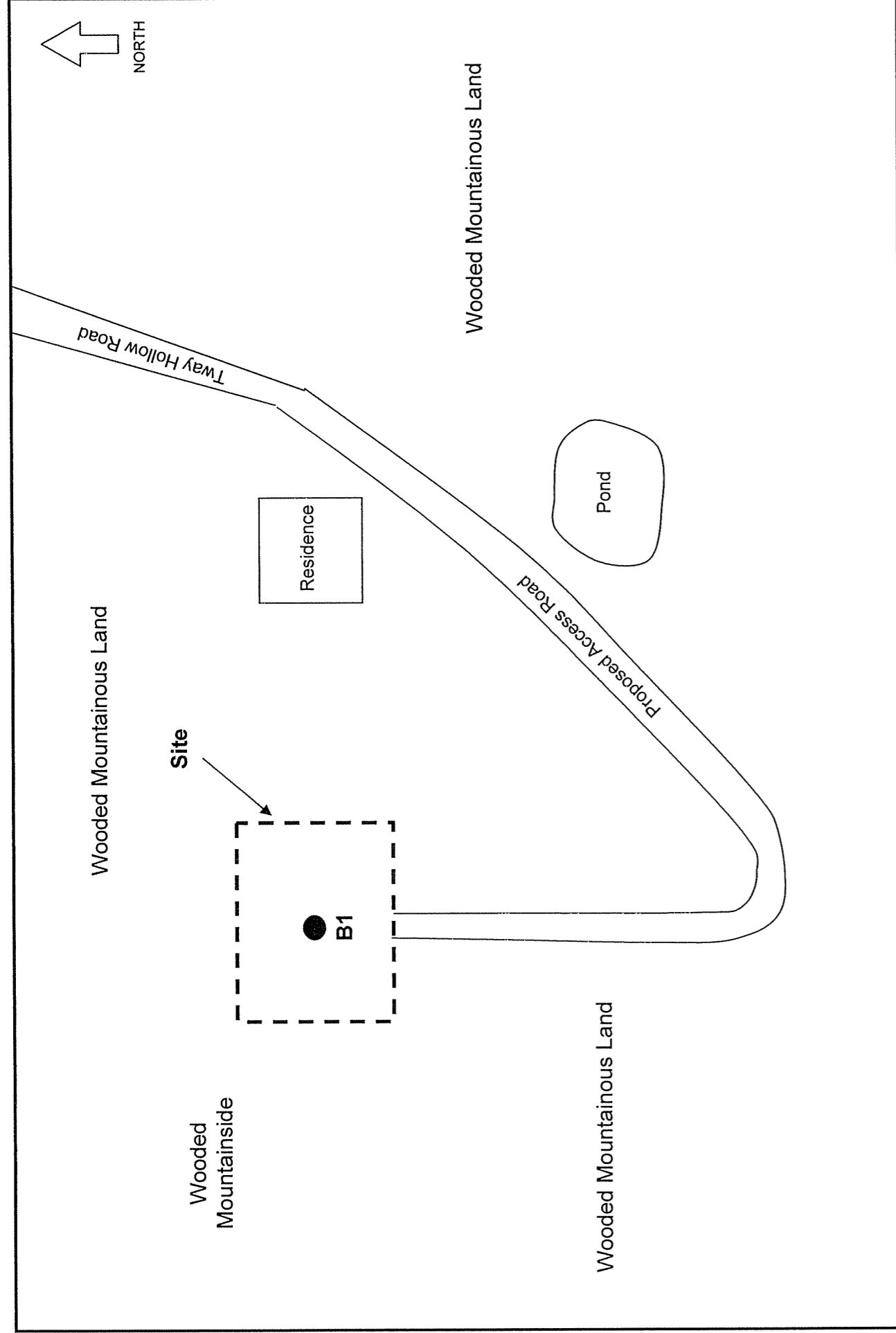


Figure 2  
**BORING LOCATION DIAGRAM**  
 SCALE: NTS



**nsoro, llc**  
 Harlan DT Site  
 Harlan, Kentucky  
 PROJECT NO. 57097301

LOG OF BORING NO. B-1

CLIENT	Nsoro Mastec, LLC
SITE	Tway Hollow Road Harlan, Kentucky
PROJECT	300' Self Supporting Tower Harlan DT Site

GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS	
				NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf
0.5	TOPSOIL	1736.5							
	WEATHERED SANDSTONE, brown, hard			1	SS	10	60		
				2	SS	4	50/4"		
5	Auger refusal at 5 feet	1732		R-1	DB	100%	RQD 77%	155	5235 psi
	SANDSTONE, slightly weathered, tan, cemented, thin bedded			R-2	DB	90%	RQD 78%		
				R-3	DB	100%	RQD 70%		
				R-4	DB	98%	RQD 30%		
20.5	SANDSTONE, highly weathered, brown, poorly cemented, very thin bedded	1716.5							
22.5	Coring terminated at 22.5 feet	1714.5							

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual. \*\*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 # 57097301

BOREHOLE 99 57097301 BORING LOGS.GPJ TERRACON.GDT 4/2/09

## 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<sup>a</sup>**

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) <sup>b</sup>		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<sup>A</sup>

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

<sup>A</sup>Based on the material passing the 3-in. (75-mm) sieve  
<sup>B</sup>If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.  
<sup>C</sup>Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.  
<sup>D</sup>Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay  
<sup>E</sup> $Cu = D_{60}/D_{10}$      $Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$   
<sup>F</sup>If soil contains  $\geq 15\%$  sand, add "with sand" to group name.  
<sup>G</sup>If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

<sup>H</sup>If fines are organic, add "with organic fines" to group name.  
<sup>I</sup>If soil contains  $\geq 15\%$  gravel, add "with gravel" to group name.  
<sup>J</sup>If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.  
<sup>K</sup>If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.  
<sup>L</sup>If soil contains  $\geq 30\%$  plus No. 200 predominantly sand, add "sandy" to group name.  
<sup>M</sup>If soil contains  $\geq 30\%$  plus No. 200, predominantly gravel, add "gravelly" to group name.  
<sup>N</sup> $PI \geq 4$  and plots on or above "A" line.  
<sup>O</sup> $PI < 4$  or plots below "A" line.  
<sup>P</sup> $PI$  plots on or above "A" line.  
<sup>Q</sup> $PI$  plots below "A" line.

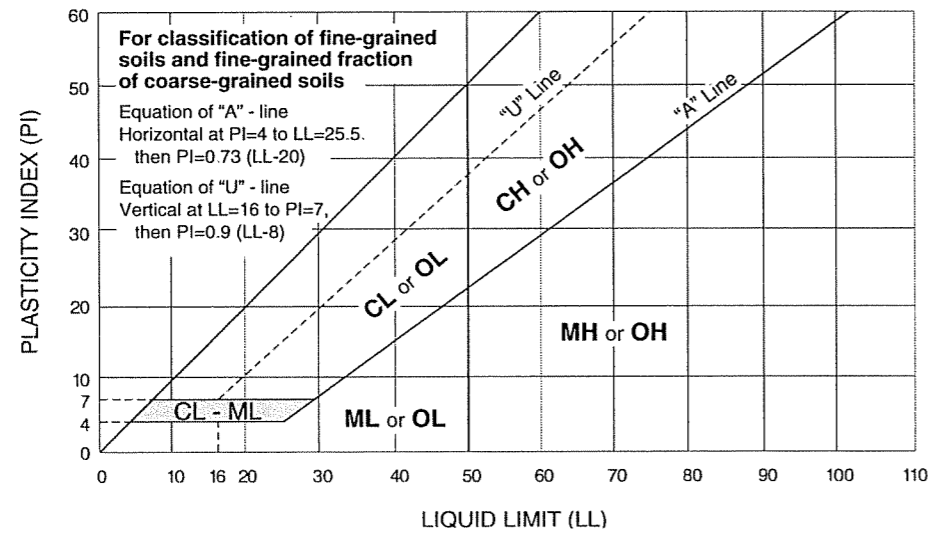


Exhibit F

Competing Utilities, Corporations or Persons

American Towers

Crown Communication

SBA Towers

Verizon

Sprint / Nextel

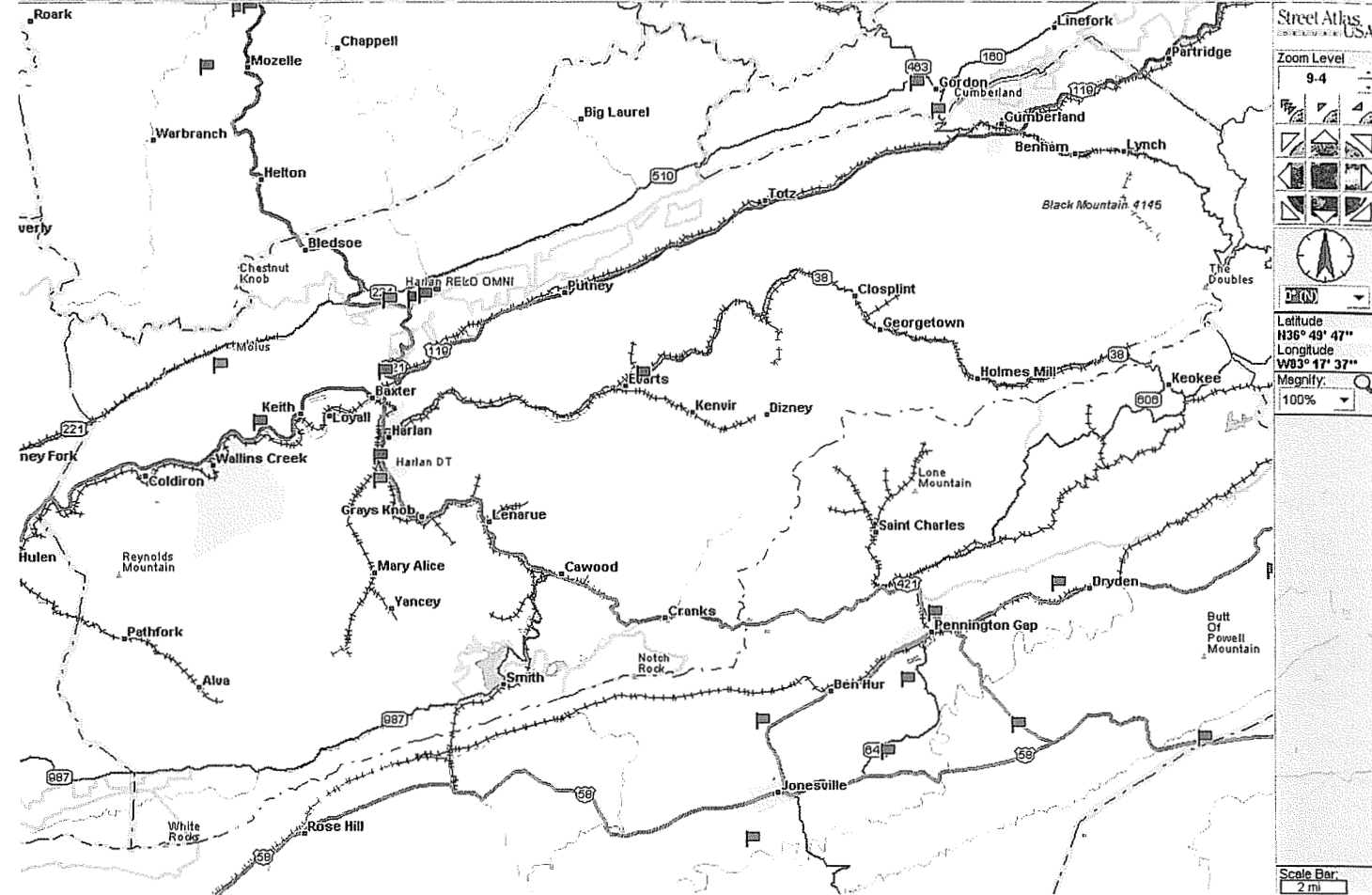
T-Mobile

Bluegrass Cellular

Shared Sites

Appalachian Wireless

# Harlan DT Grid Map



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

Exhibit G



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

Aeronautical Study No.  
2009-ASO-2872-OE

Issued Date: 07/09/2009

AT&T MOBILITY  
MUAYYAD MUSTAFA (MC)  
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 #252G0113-Harlan DT  
Location: Harlan, KY  
Latitude: 36-49-12.65N NAD 83  
Longitude: 83-19-44.13W  
Heights: 315 feet above ground level (AGL)  
2052 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 01/09/2011 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 8084. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2009-ASO-2872-OE.

**Signature Control No: 632603-115946095**

( DNE )

Carole Bernacchi  
Technician

Attachment(s)  
Frequency Data



Frequency Data for ASN 2009-ASO-2872-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

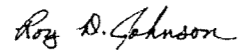
Kentucky Transportation Cabinet, Kentucky Airport Zoning Commission, 90 Airport Road, Frankfort KY 40601 <b>APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE</b> INSTRUCTIONS INCLUDED		Kentucky Aeronautical Study Number
1. APPLICANT -- Name, Address, Telephone, Fax, etc. AT&T Wireless Attn: Lisa Glass 5310 Maryland Way Brentwood, TN 37027 (615) 221-3583	9. Latitude: <u>36</u> ° <u>49</u> ' <u>12</u> " <u>65</u> " 10. Longitude: <u>83</u> ° <u>19</u> ' <u>44</u> " <u>13</u> " 11. Datum: <input checked="" type="checkbox"/> NAD83 <input type="checkbox"/> NAD27 <input type="checkbox"/> Other _____ 12. Nearest Kentucky City: <u>Harlan</u> County <u>Harlan</u>	13. Nearest Kentucky public use or Military airport: <u>Tucker Guthrie Memorial Airport</u> 14. Distance from #13 to Structure: <u>2.70 NM / 16422</u> feet 15. Direction from #13 to Structure: <u>Southeast</u> 16. Site Elevation (AMSL): <u>1737</u> Feet 17. Total Structure Height (AGL): <u>265</u> Feet 18. Overall Height (#16 + #17) (AMSL): <u>2002</u> Feet 19. Previous FAA and/or Kentucky Aeronautical Study Number(s): <u>N/A</u> 20. Description of Location: (Attach USGS 7.5 minute Quadrangle Map or an Airport layout Drawing with the precise site marked and any certified survey) <u>See attached airspace study</u>
2. Representative of Applicant -- Name, Address, Telephone, Fax MPM, Inc. Attn: Roy Johnson 3605 Mattingly Road Buckner, KY 40010 (502) 222-4256	3. Application for: <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Alteration <input type="checkbox"/> Existing 4. Duration: <input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Temporary (Months _____ Days _____) 5. Work Schedule: Start <u>TBD</u> End _____ 6. Type: <input checked="" type="checkbox"/> Antenna Tower <input type="checkbox"/> Crane <input type="checkbox"/> Building <input type="checkbox"/> Power Line <input type="checkbox"/> Landfill <input type="checkbox"/> Water Tank <input type="checkbox"/> Other _____ 7. Marking/Painting and/or Lighting Preferred: <input type="checkbox"/> Red Lights and Paint <input checked="" type="checkbox"/> Dual - Red & Medium Intensity White <input type="checkbox"/> White - Medium Intensity <input type="checkbox"/> Dual - Red & High Intensity White <input type="checkbox"/> White - High Intensity <input type="checkbox"/> Other _____ 8. FAA Aeronautical Study Number: <u>2009-ASO-2872-OE</u>	
21. Description of Proposal: Telecommunications Tower Site Name: Harlan DT		
22. Has a "NOTICE OF CONSTRUCTION OR ALTERATION" (FAA Form 7460-1) been filed with the Federal Aviation Administration? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, When <u>May 12, 2009</u>		
CERTIFICATION: I hereby certify that all the above statements made by me are true, complete and correct to the best of my knowledge and belief.		
Roy Johnson - Owner MPM		June 03, 2009
Printed Name and Title	Signature	Date
PENALTIES: Persons failing to comply with Kentucky Revised Statutes (KRS 183.861 through 183.990) and Kentucky Administrative Regulations (602 KAR 050:Series) are liable for fines and/or imprisonment as set forth in KRS 183.990(3). Non-compliance with Federal Aviation Administration Regulations may result in further penalties.		
<b>Commission Action:</b>		
<input type="checkbox"/> Chairman, KAZC <input type="checkbox"/> Administrator, KAZC		
<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved _____ Date _____		

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

**Licensee**

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

**Contact**

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

**Ownership and Qualifications**

Radio Service Mobile  
 Type  
 Regulatory Status Common Carrier Interconnected Yes

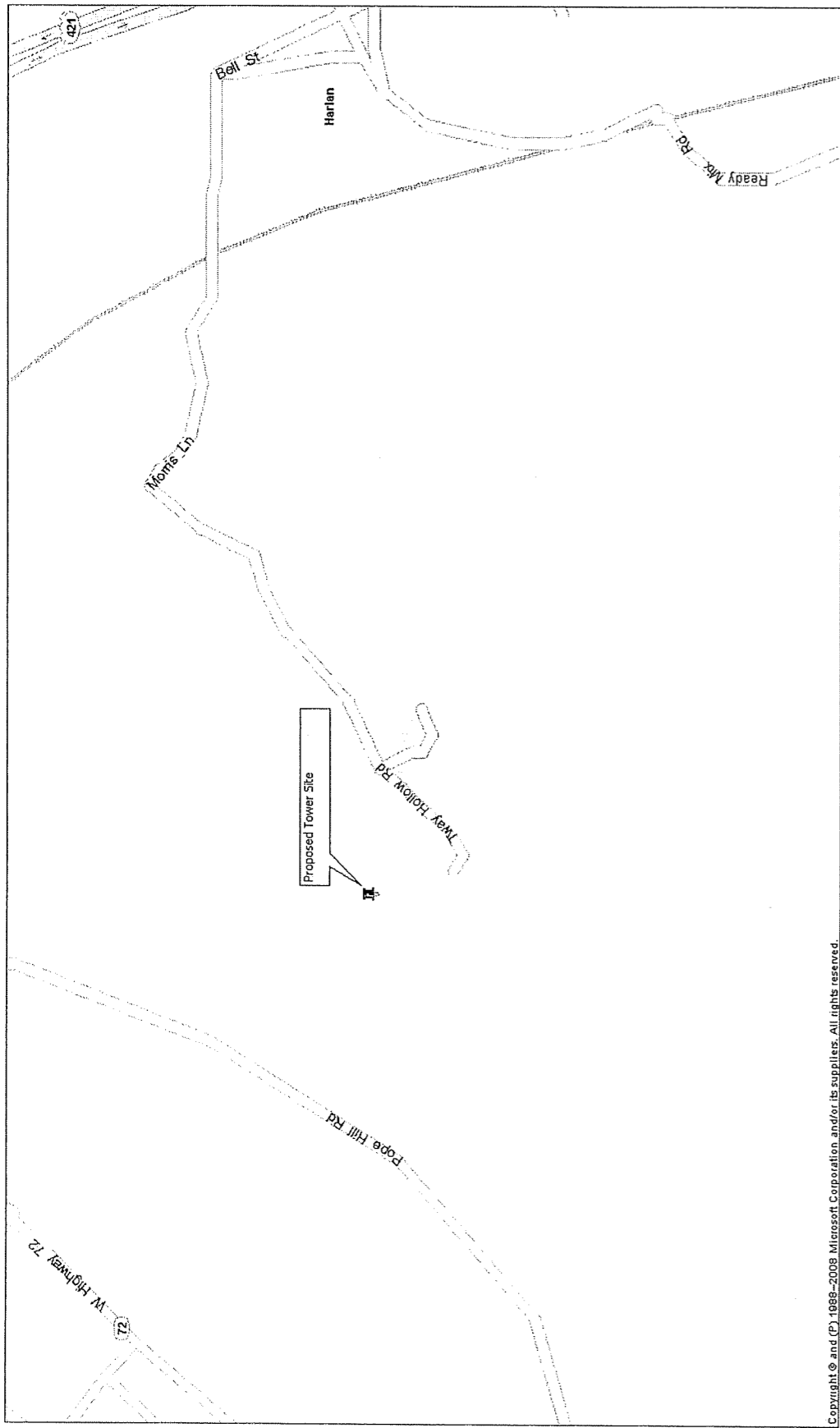
**Alien Ownership**

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 left. Follow U.S. 421 approximately 2.5 miles to Walton Road and turn right. Follow Walton Road to Bell Street and then Tway Hollow Road. Site is at end of Tway Hollow Road.

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

Market: BTA295  
Cell Site Number: 295G0113  
Cell Site Name: Harlan DT, KY  
Fixed Asset Number: 10118447

## 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 William A. Rice and Kathleen G. Rice, having a mailing address of P.O. Box 980, Harlan, KY 40831 (hereinafter often referred to in the singular 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 Speed Ball Branch, 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:

#### 1. OPTION TO LEASE.

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

(b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required, or deemed necessary or appropriate at Tenant's sole discretion, for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord on account of any pre-existing defect or condition on or with respect to the Property or Premises, whether or not such defect or condition is disclosed by Tenant's inspection as, for example, if Tenant's bulldozing on the Property or Premises should uncover adverse

environmental conditions previously unknown to Landlord. Tenant will restore the Property and the Premises 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, and any improvements Tenant may have made to the access easement referred to in paragraph 12, excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly or indirectly out of Tenant's Tests.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of [REDACTED] within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "Initial Option Term") and may be renewed by Tenant for an additional one (1) year upon written notification to Landlord and the payment of an additional [REDACTED] no later than ten (10) days prior to the expiration date of the Initial Option Term, provided, however, that the renewal will not include a right to renew, so that there will be no second renewal.

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

(e) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other, although each party shall remain liable to the other for damages incurred by the other as a consequence of the offending party's failure to comply with the terms hereof.

(f) 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 seek to have changed the status of the zoning of the Premises or Property, or in the event of foreclosure, Landlord shall promptly notify Tenant in writing. Any sale of the Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Initial Option Term or any extension thereof, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises or Property, or impose or consent to any other restriction, that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the



successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will not signify Landlord's approval or disapproval of Exhibit 1. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Property contiguous to the Premises as may reasonably be required during construction and installation of the Communication 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 improvements, alterations, upgrades or additions to the Premises appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises, by a reasonable amount consistent with rental rates then charged for comparable portions of real property in the same area or by an amount that bears the same proportion to the Rent hereunder as the square footage of the Additional Premises bears to the square footage of the Premises hereby leased, whichever amount is greater. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. TERM.

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

(b) This Agreement will automatically renew for four (4) additional five (5) year

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

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

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

#### 4. RENT.

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

(b) Throughout the first Extension Term following the Initial Term, the monthly Rent will increase by [REDACTED] over the Rent paid during the Initial Term. Throughout each Extension Term thereafter the monthly rent will increase by [REDACTED] over the rent paid during the previous Extension 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 (i) understands 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 and, therefore, (ii) authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement. Landlord agrees upon request to provide Tenant with any information that

Landlord may have that may be helpful to Tenant in preparing such applications and in obtaining and maintaining the Government Approvals.

(b) Tenant has the right, at Tenant's sole cost and expense, to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

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

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

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

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

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

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

7. INSURANCE.

Tenant will carry during the Term, at its own cost and expense, the following insurance:

(i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of Two Million Five Hundred Thousand Dollars \$2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property and the Premises. Tenant warrants that its insurance carrier will, within thirty (30) days after the Effective Date of this Agreement, provide Landlord with (i) a copy of the insurance policies required by the provisions of this paragraph 7 and (ii) the insurance carrier's, or carriers', as the case may be, certification that the aforesaid policies will not expire, or be amended,

terminated, or canceled, nor will Landlord be removed as an additional insured under the commercial general liability insurance, unless Landlord is given at least thirty (30) days prior written notice of such expiration, amendment(s), termination, cancellation, or removal.

8. INTERFERENCE.

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

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

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

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility, or from the negligent actions or negligent failure to act of Tenant or its employees, agents or independent contractors, or from 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 or indirectly from the negligent actions or the negligent 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 represents 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 in fee simple; (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, assuming that a transmission line easement granted by Claude Perkins et ux to Kentucky Utilities Company by instrument dated March 26, 1965, would not so encumber the property; (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) . To the best of Landlord's knowledge the Property is free of hazardous substances as of the date of this Agreement and has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

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

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

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

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

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

intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any structural steel or any foundations or underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted.

(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 notice as soon as reasonably practicable of any interruption of said electricity planned by Landlord. 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, or for interruption or failure of, such services, if such interference, interruption, or failure is beyond the reasonable control of Landlord.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are

prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) intentional obstruction by Landlord of the access easement to the Premises granted in Paragraph 12 or failure to cure an interference problem, caused by the 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 #: 252G0113; Cell Site Name: Harlan DT, KY  
Fixed Asset No: 10118447  
12555 Cingular Way  
Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
Re: Cell Site #: 252G0113; Cell Site Name: Harlan DT, KY  
Fixed Asset No: 10118447  
1025 Lenox Park Blvd., 5<sup>th</sup> Floor  
Atlanta, GA 30319-5309



If to Landlord: William A. Rice or Kathleen G. Rice  
P.O. Box 980  
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 the Property, within ten (10) days of such transfer, Landlord will send the below documents (in section 17(b)(i)) to Tenant. In the event Tenant does not receive such appropriate documents, Tenant shall not be responsible for any failure to pay the current landlord until after receipt of same:

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

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceeding affecting the Property, Landlord will provide notice of the proceeding to Tenant within seven (7) days. 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 proceeding, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property as soon as reasonably practicable after 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 Communication Facility, Landlord agrees to use reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facility is completed.

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

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

22. SALE OF PROPERTY/RIGHT OF FIRST REFUSAL.

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

(b) If at any time after the Effective Date, Landlord receives a bona fide written offer

from a third party seeking an assignment of the rental stream associated with this Agreement ("Purchase Offer"), Landlord shall as soon as practicable furnish Tenant with a copy of the Purchase Offer, together with a representation that, so far as Landlord is aware, the Purchase Offer is or is not, as the case may be, valid, genuine and true in all respects. Tenant shall have the right within thirty (30) days after it receives such copy and representation to agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract substantially similar to the Purchase Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may assign the rental stream pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Subparagraph 22(b), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Landlord shall re-offer to Tenant, pursuant to the procedure set forth in this subparagraph 22(b), the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of Landlord and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Agreement.

### 23. MISCELLANEOUS.

(a) Amendment/Waiver. This Agreement cannot be amended, modified or revised, nor can any provision be waived, unless done in writing and signed by the Landlord or an authorized agent of the Landlord and an authorized agent of the Tenant.

(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 substantially the same as the MEMORANDUM OF LEASE attached hereto as a part hereof. Either party may record such Memorandum or Short Form of Lease at any time, in its absolute discretion.

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

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

(e) Governing Law. This Agreement will be governed by the laws of the state 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) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be

duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) the terms "termination" and "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; and (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted this Agreement.

(g) Estoppel. Either party will, at any time within twenty (20) business days after receiving written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying, if it is a fact, that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying, if it is a fact, that 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 encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time shall conclusively establish that (1) 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 of any kind. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

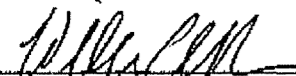
(j) Severability. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects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

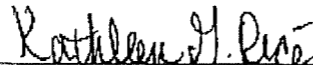
(k) Counterparts. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

[SIGNATURES APPEAR ON THE NEXT PAGE]

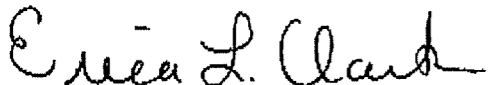
IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

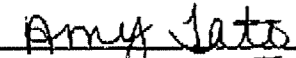
BY:   
Print Name: William A. Rice  
Its: Owner  
Date: 03/10/09

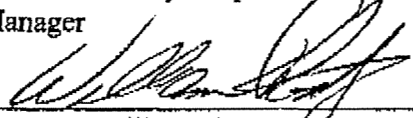
BY:   
Print Name: Kathleen G. Rice  
Its: Owner  
Date: 03/10/09

"TENANT"

  
Print Name: ERICA L. CLANTON

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

  
Print Name: Amy Tate

By:   
Print Name: William Plantz  
Its: Executive Director  
Date: 3/23/09

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

**LANDLORD ACKNOWLEDGMENT**

STATE OF KENTUCKY )

COUNTY OF HARLAN )

On this 10<sup>th</sup> day of March, 2009, before me personally appeared William A. Rice and Kathleen G. Rice, 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.

Rene Farley

Name:

Notary Public

My Commission expires: 11-15-2010

[NOTARIAL SEAL]

**TENANT ACKNOWLEDGMENT**

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

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 of New Cingular Wireless PCS, LLC, the within named bargainor, a Delaware limited liability company, and that such person as such Executive Director, 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 23<sup>RD</sup> day of MARCH 2009.

Erica L. Clanton

Name: ERICA L. CLANTON

Notary Public

My Commission Expires: MAY 8, 2012

[NOTARIAL SEAL]



My Commission Expires MAY 8, 2012

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

to the Agreement by and between William A. Rice and Kathleen G. Rice, as Landlord, and New Cingular Wireless PSC, LLC, a Delaware limited liability company, as Tenant dated as of the last of the signature dates on page 15 of said agreement

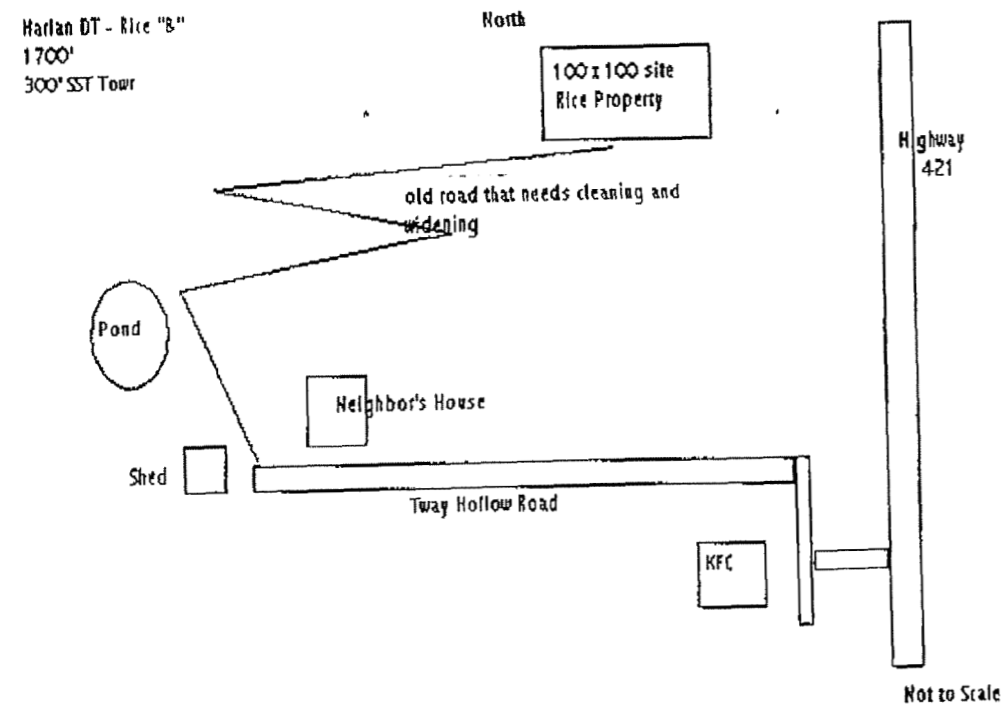
The Premises are approximately 10,000 square feet located at or near the top of the ridge on the right going up the hollow on the property described as follows in deed book 164, page 480, in the office of the Harlan County Court Clerk, Harlan, Kentucky.

BEGINNING at a spring under a cliff; thence S  $21\frac{1}{2}$ ° E to a stone marked N. E. on the south side of the road; thence S 10° W to end of a small spur; thence up with the top of said spur to the main spur on W. F. Hall's line; thence up with the meanders of said spur and W. F. Hall's line to the top of the main ridge between Martins Fork and Catrons Creek at the head of said Speed Ball Branch on a line of Black Eagle Coal Corporation; thence down with the meanders of said ridge with a line of said Black Eagle Coal Corporation to a line of Lee Ball's land; thence continuing with the meanders of said ridge and with the line of said Lee Ball to a point N  $36\frac{1}{2}$ ° W from said Spring; thence leaving the ridge and the lines of Lee Ball S  $36\frac{1}{2}$ ° E to the BEGINNING.

Grantors also hereby convey to Grantees the right of way over the present roadway leading from the land hereby conveyed to the railroad right of way and then on with the old roadway formerly used by Speed Ball to the County road leading up Martins Fork.

Grantors do further convey to Grantees all of their right, title and interest in the spring at the beginning corner of the lands hereby conveyed.

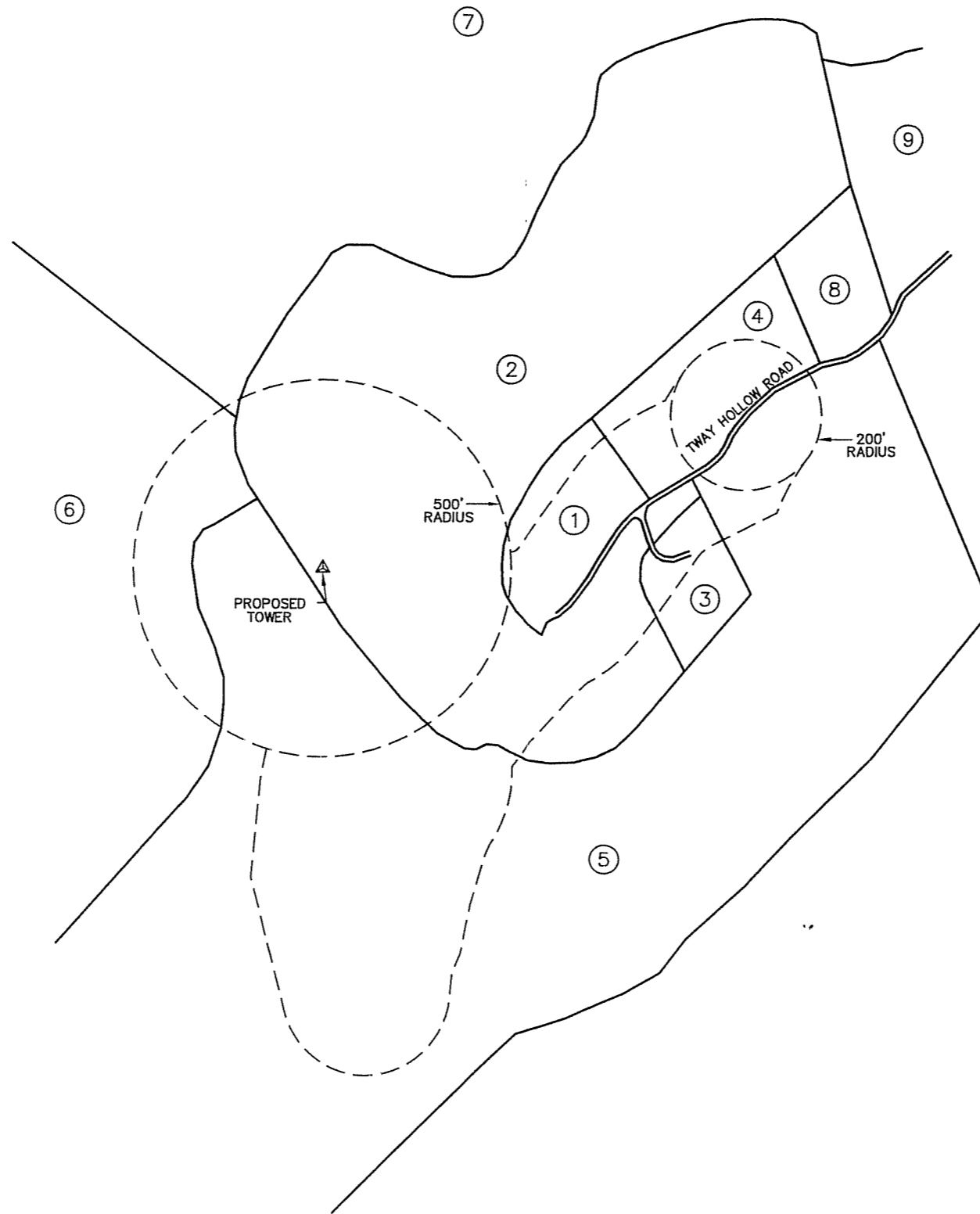
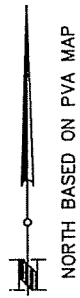
There is excepted from the parcel of land hereinabove described (1) the land conveyed by Robert Farley and his wife, Agnes Farley, to Tom McKinney by deed dated January 1, 1949, and recorded in Deed Book 117 at page 123 in the aforesaid clerk's office, (2) the land conveyed by Grantors to Elbert Hensley and his wife, Ruth Hensley, by deed dated April 21, 1962, and recorded in Deed Book 147 at page 342 in the aforesaid clerk's office, and (3) the land conveyed by Grantors to the County of Harlan by deed dated July 6, 1963, and recorded in Deed Book 152 at page 79 in the aforesaid clerk's office.



The configuration of the aforesaid 10,000 square feet will be in the discretion of Tenant, which will furnish Landlord with a copy of a plat of same after Tenant has completed its survey.

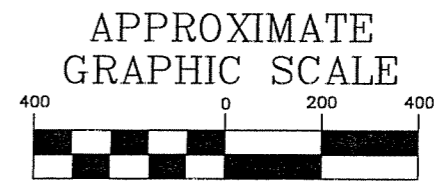


Exhibit J



**GENERAL NOTE:**

ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF HARLAN COUNTY, KY PROPERTY VALUATION ADMINISTRATION OFFICE ON 1/20/09. 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.



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



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

7-28-09

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

*John M. Thomas*

SITE NAME: HARLAN DT

SITE I.D.: 252G0113

SITE ADDRESS: TWAY HOLLOW ROAD  
HARLAN, HARLAN CO., KY 40831

LEASE AREA: 10,000 SQ. FT.

PROPERTY OWNER:  
WILLIAM A. & KATHLEEN G. RICE  
PO BOX 980  
HARLAN, KY 40831

TAX MAP NUMBER: 70-4

PARCEL NUMBER: 68

SOURCE OF TITLE:  
DEED BOOK 164, PAGE 480

LATITUDE: 36° 49' 12.651"N  
LONGITUDE: 83° 19' 44.127"W

NO.	REVISION/ISSUE	DATE

TITLE:  
500' RADIUS VICINITY MAP

SHEET:  
C-1



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

7-28-09  
 STATE OF KENTUCKY  
 JOHN M. THOMAS  
 3259  
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 WILLIAM A. & KATHLEEN G. RICE  
 PO BOX 980  
 HARLAN, KY 40831

TAX MAP NUMBER: 70-4

PARCEL NUMBER: 68

SOURCE OF TITLE:  
 DEED BOOK 164, PAGE 480

LATITUDE: 36° 49' 12.651"N  
 LONGITUDE: 83° 19' 44.127"W

NO.	REVISION/ISSUE	DATE

TITLE:  
 500' RADIUS OWNER LIST

SHEET:  
 C-1A

- ① TAX MAP 70-4, PARCEL 67  
 WILLARD HICKEY JR  
 580 TWAY HOLLOW ROAD  
 HARLAN, KY 40831
- ② TAX MAP 70-4, PARCEL 68  
 WILLIAM A. & KATHLEEN G. RICE  
 PO BOX 980  
 HARLAN, KY 40831
- ③ TAX MAP 70-4, PARCEL 69  
 JAMES SHAWN & JAN L. BRYANT  
 517 TWAY HOLLOW ROAD  
 HARLAN, KY 40831
- ④ TAX MAP 70-4, PARCEL 66  
 WILLARD & GERALDINE HICKEY  
 420 TWAY HOLLOW ROAD  
 HARLAN, KY 40831
- ⑤ TAX MAP 70, PARCEL 19  
 WILLIAM A. & KATHLEEN G. RICE  
 PO BOX 980  
 HARLAN, KY 40831
- ⑥ TAX MAP 70, PARCEL 21.01  
 HAROLD & JUANITA FARMER  
 C/O GLADYS CARPENTER  
 5394 S. STATE ROAD 15 L  
 WABASH, IN 46992
- ⑦ TAX MAP 70, PARCEL 23  
 WILLIAM B. & BELINDA CASSIM  
 5 HOLIDAY DRIVE  
 HARLAN, KY 40831
- ⑧ TAX MAP 83-2, PARCEL 6  
 LESTER & MAGGIE WILLIAMS  
 C/O CAROLYN LANGFORD  
 PO BOX 137  
 GRAYS KNOB, KY 40829
- ⑨ TAX MAP 83-2, PARCEL 5  
 WILLIAM A. & KATHLEEN G. RICE  
 PO BOX 980  
 HARLAN, KY 40831

**GENERAL NOTE:**

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**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**

Willard Hickey, Jr.  
580 Tway Hollow Road  
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 Tway Hollow Road, Harlan, Kentucky 40831. A map showing the location is attached. The proposed facility will include a 250 foot self-support 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 2009-00265 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**

James Shawn & Jan L. Bryant  
517 Tway Hollow Road  
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 Tway Hollow Road, Harlan, Kentucky 40831. A map showing the location is attached. The proposed facility will include a 250 foot self-support tower, plus related ground facilities.

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Sincerely,



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

Enclosure

**BRIGGS LAW OFFICE, PSC**

**TODD R. BRIGGS**

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction  
Wireless Telecommunications Facility**

Willard & Geraldine Hickey  
420 Tway Hollow Road  
Harlan, KY 40831

**Via Certified Mail Return Receipt Requested**

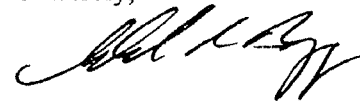
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Sincerely,



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**

Harold & Juanita Farmer  
C/o Gladys Carpenter  
5394 S. State Road 15 L  
Wabash, IN 46992

**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 Tway Hollow Road, Harlan, Kentucky 40831. A map showing the location is attached. The proposed facility will include a 250 foot self-support 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.

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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**

William B. & Belinda Cassim  
5 Holiday Drive  
Harlan, KY 40831

**Via Certified Mail Return Receipt Requested**

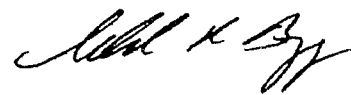
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The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2009-00265 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**

Lester & Maggie Williams  
C/o Carolyn Langford  
P.O. Box 137  
Grays Knob, KY 40829

**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 Tway Hollow Road, Harlan, Kentucky 40831. A map showing the location is attached. The proposed facility will include a 250 foot self-support 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 2009-00265 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. 2009-00265**

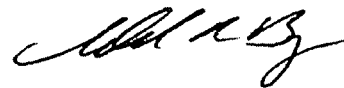
Dear Judge Grieshop:

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 at Tway Hollow Road, Harlan, Kentucky 40831. A map showing the location is attached. The proposed facility will include a 250 foot self-support tower, plus related ground facilities.

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

Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2009-00265 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

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

Please refer to Commission's  
**Case #2009-00265**  
in your correspondence.

# PUBLIC NOTICE

New Cingular Wireless PCS, LLC  
proposes to construct a  
telecommunications

# TOWER

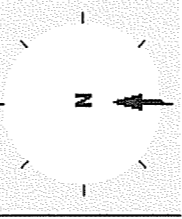
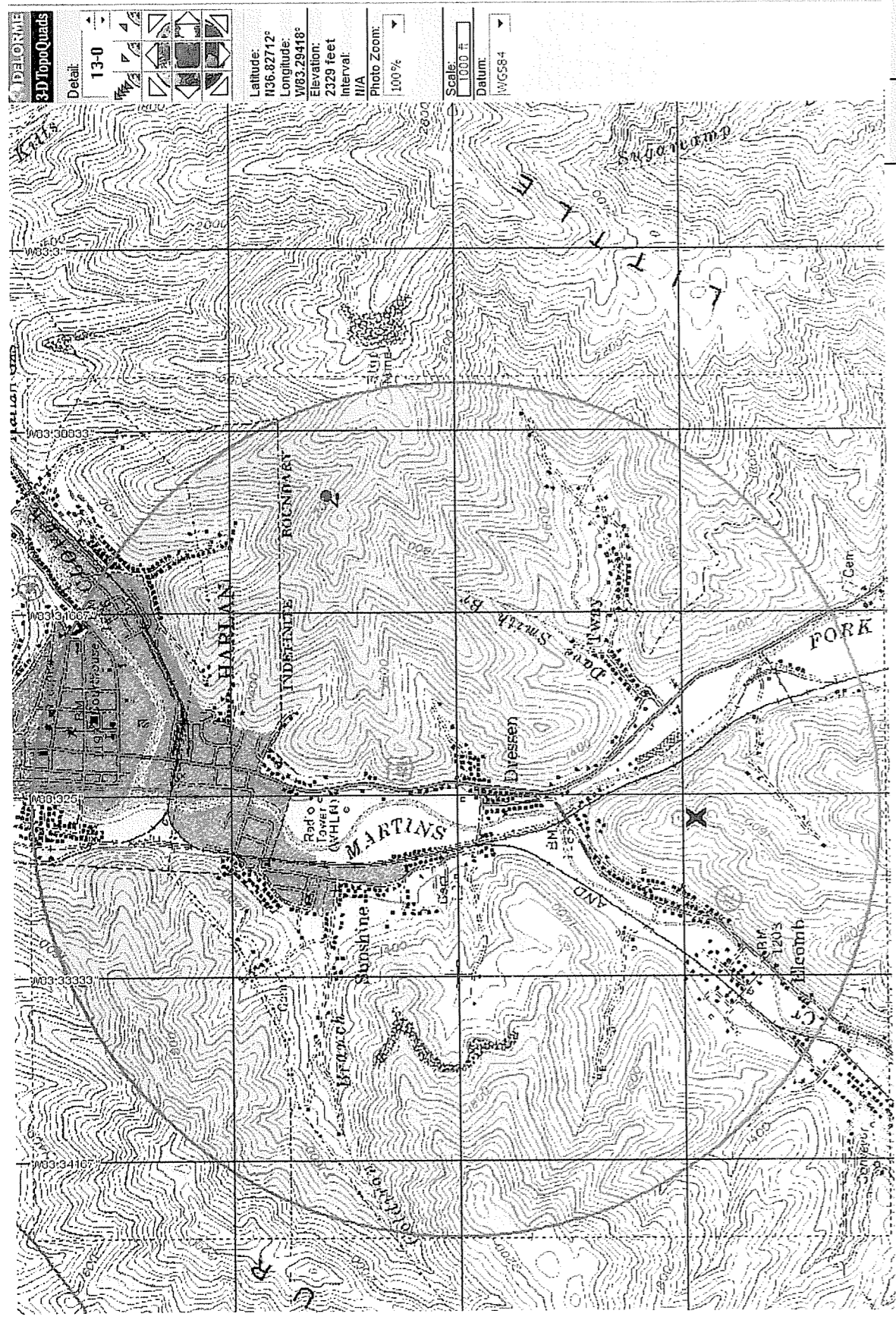
near this site. If you have  
any questions please contact:

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

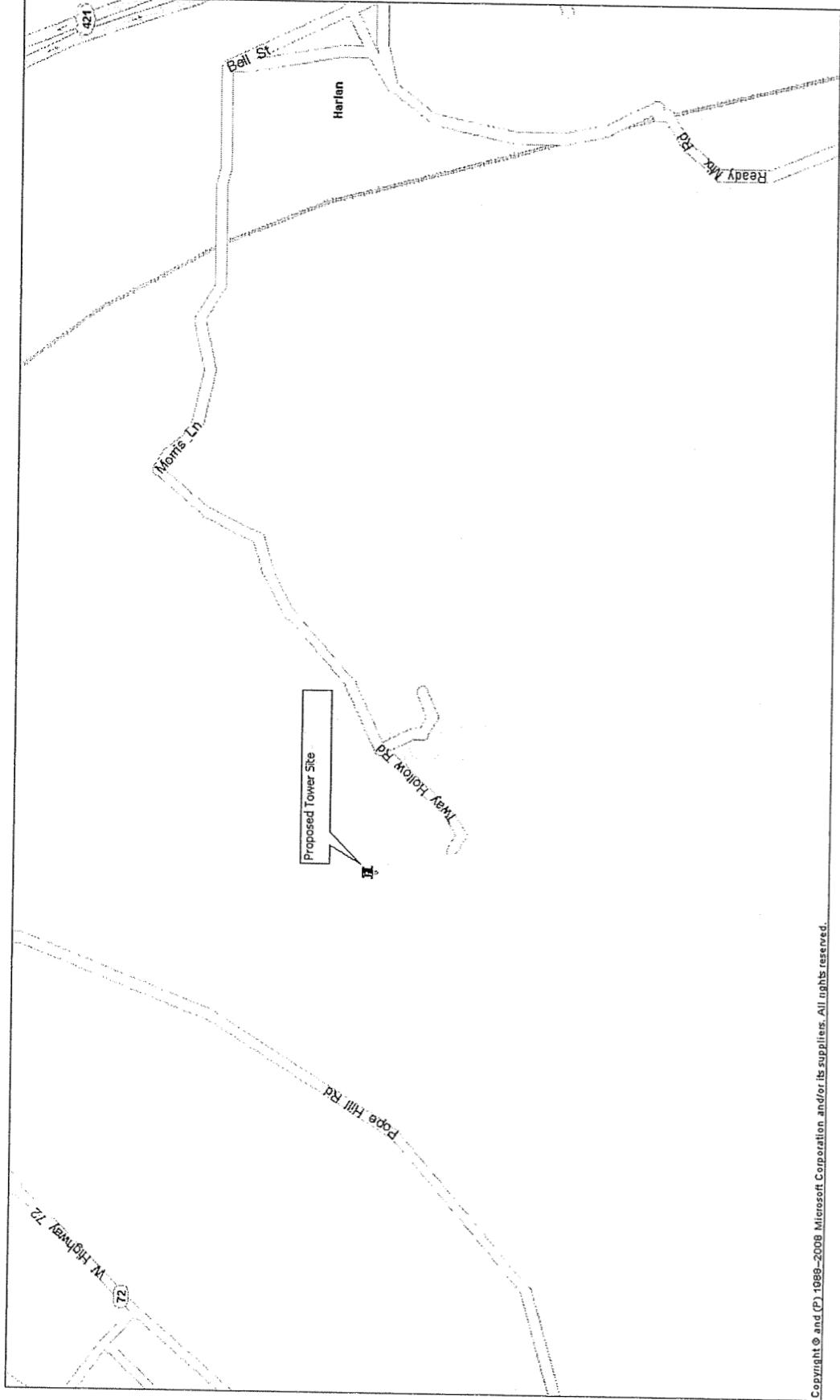
Executive Director  
Public Service Commission  
211 Sower Boulevard  
P.O. Box 615  
Frankfort, KY 40602

Please refer to Commission's  
**Case #2009-00265**  
in your correspondence.

Exhibit M



Harlan DT Search Area



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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

April 28, 2009

To Whom It May Concern:

Dear Sir or Madam:

This letter is to state the need of the proposed AT&T site called Harlan DT, to be located in Harlan County, KY. The Harlan DT site is necessary to improve call quality and service in the downtown are of Harlan, KY and south along US Hwy 421, SR72 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



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

April 28, 2009

To Whom It May Concern:

Dear Sir or Madam:

This letter is to serve as documentation that the proposed AT&T site called Harlan DT, to be located in Harlan County, KY at Latitude 36-49-12.65 North, Longitude 083-19-44.13 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

April 28, 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 Harlan DT site. The tower owner of the only collocation opportunity located within this site's search area was unwilling to allow collocations.

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

Sherri A Lewis  
RF Design Engineer