BRIGGS LAW OFFICE, PSC

1301 Clear Springs Trace | Suite 205 | Louisville, Kentucky 40223
Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

November 4, 2009

Via FedEx Overnight Delivery

Kentucky Public Service Commission
Attn: Ryan Gatewood
Director, Division of Filings
211 Sower Boulevard
Frankfort, KY 40602

RE: Application to Construct Wireless Communications Facility
Case Number: 2009-00432

Dear Mr. Gatewood,

On behalf of my client, New Cingular Wireless PCS, LLC, we are hereby submitting an original and five (5) copies of an Application for Certificate of Public Convenience and Necessity to Construct a Wireless Communications Facility.

Please contact me if you require any further documentation or have any questions concerning this application.

Sincerely,

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

Enclosures

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF NEW CINGULAR WIRELESS PCS, LLC)	
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC)	
CONVENIENCE AND NECESSITY TO CONSTRUCT)	
A WIRELESS COMMUNICATIONS FACILITY AT)	CASE: **2009-00432**
6628 CLERMONT ROAD, COX'S CREEK)	
BULLITT COUNTY, KENTUCKY, 40013)	
IN THE WIRELESS COMMUNICATIONS LICENSE AREA)	
IN THE COMMONWEALTH OF KENTUCKY)	

SITE NAME: LOTUS (263P0427)

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 Bullitt County, Kentucky, which is not within the jurisdiction of the Bullitt County Joint Planning Commission as jurisdiction is defined by Commonwealth of Kentucky Court of Appeals in opinion for No. 2007-CA-000697 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 near the intersection 6628 Clermont Road, Cox's Creek, Kentucky 40013 (37° 54' 50.749" North Latitude, 85° 35' 20.090" West Longitude (NAD 83)), in an area entirely within Bullitt County. The property in which the WCF will be located is currently owned by Hutchins Enterprises, LLC, pursuant to that Deed of record in Deed Book 726, Page 277 in the Office of the Bullitt 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 September 10, 2009 and is attached as **Exhibit E**. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who prepared the report is included as part of the exhibit.

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

9. The Federal Aviation Administration Notice for Proposed Construction of Alteration is attached as **Exhibit G**. The Kentucky Airport Zoning Commission Application for Permit to Construct or Alter a Structure dated September 17, 2009 is also attached as **Exhibit G**. FAA and KAZC approvals 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. 21029C215E dated December 16, 2004 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 Chad Goughnour, of Nsoro, 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 Bullitt 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 Bullitt 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 Bullitt 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 Pioneer News).

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

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

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

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

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

Todd R. Briggs
Briggs Law Office, PSC
1301 Clear Springs Trace
Suite 205
Louisville, KY 40223
(502) 412-9222
todd@briggslawoffice.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
1301 Clear Springs Trace
Suite 205
Louisville, KY 40223
Telephone 502-412-9222
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 Notice of Proposed Construction 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

8/6/2009

Division of Corporations
Business Filings

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

Certificate of Authorization

Authentication Number: 84012
Jurisdiction: Briggs Law Office, PSC
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 6th day of August, 2009.

Trey Grayson
Secretary of State
Commonwealth of Kentucky
84012/0481848

Delaware

The First State

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

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

Harriet Smith Windsor

Harriet Smith Windsor, Secretary

2445544 8100

040770586

AUTHENTICATION: 3434823

DATE: 10-25-04

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

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

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

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

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

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

[Signature on following page]

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

AT&T WIRELESS PCS, LLC

By: Cingular Wireless LLC, its Manager

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

STATE OF DELAWARE

CERTIFICATE OF FORMATION OF

AT&T WIRELESS PCS, LLC

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

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

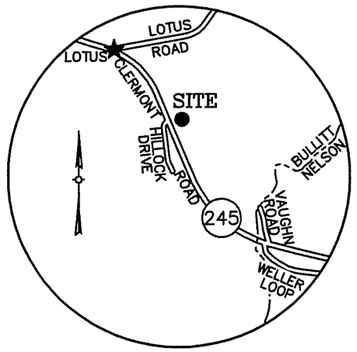
SECOND: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

DATED this 7 day of September, 1999.

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

Mark U. Thomas, Vice President

Exhibit B

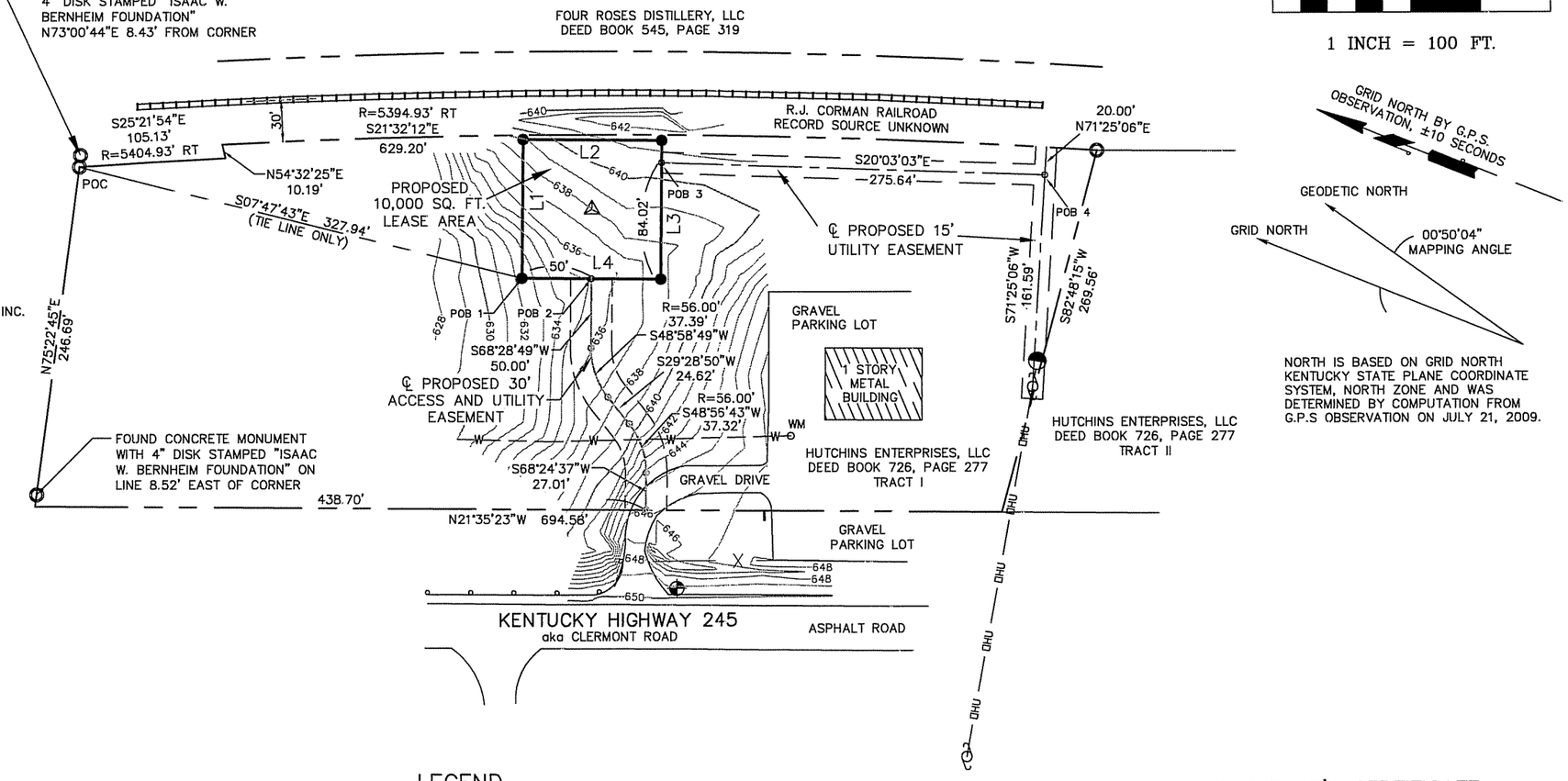


LOCATION MAP
LOTUS, BULLITT CO., KY
NOT TO SCALE

COORDINATE POINT LOCATION
PROPOSED TOWER CENTERLINE
NAD 1983
LATITUDE: 37°54'50.749"N
LONGITUDE 85°35'29.090"W
ELEVATION: 638.32 (NAVD 88)
STATE PLANE COORDINATE
NORTHING: 153616.2687
EASTING: 1253429.9074

BENCHMARK
NORTH: 153457.5528
EAST: 1253199.2876
ELEVATION: 649.37 (NAVD 88)
LOCATION: #5 REBAR WITH CAP "BTM TRAVERSE"

LINE CHART		
L1	N68°28'49"E	100.00'
L2	S21°31'11"E	100.00'
L3	S68°28'49"W	100.00'
L4	N21°31'11"W	100.00'



GRAPHIC SCALE
100 0 50 100
1 INCH = 100 FT.

GRID NORTH BY G.P.S. OBSERVATION, ±10 SECONDS
GEODETIC NORTH
GRID NORTH
00°50'04"
MAPPING ANGLE

NORTH IS BASED ON GRID NORTH KENTUCKY STATE PLANE COORDINATE SYSTEM, NORTH ZONE AND WAS DETERMINED BY COMPUTATION FROM G.P.S OBSERVATION ON JULY 21, 2009.

FLOOD PLAIN CERTIFICATION

I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 21029C215E DATED DECEMBER 16, 2004 AND THE LEASE AREA DOES NOT APPEAR TO BE IN A FLOOD HAZARD AREA.

NOTES

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.

2. THE PROPERTY LINES SHOWN HEREON ARE BASED ON A BOUNDARY SURVEY BY BRAD ARMSTRONG LAND SURVEYING, INC., PROJECT NO. 03-111, DATED 7-10-2003.

SEE SHEET C-2A FOR LEGAL DESCRIPTIONS

LEGEND

- EXISTING WATER LINE
- DHU EXISTING OVERHEAD UTILITIES
- LEASE LINE
- APPROXIMATE PROPERTY LINE
- STEEL CABLE BARRIER
- GUARD RAIL
- UTILITY POLE
- FOUND RIGHT OF WAY MONUMENT
- FOUND #4 REBAR W/ CAP STAMPED "ARMSTRONG 3334" UNLESS OTHERWISE NOTED
- SET #5 REBAR WITH CAP STAMPED "J THOMAS #3259" UNLESS OTHERWISE NOTED
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- PROPOSED TOWER

LAND SURVEYOR'S CERTIFICATE

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

JOHN M. THOMAS, PLS 3259 — DATE 8-7-09

OWNER APPROVAL: — DATE

OWNER APPROVAL: — DATE

AT&T APPROVAL: — DATE

at&t
nsoro
It's just good business.
BTM ENGINEERING, INC.
3001 TAYLOR SPRINGS DRIVE
LOUISVILLE, KENTUCKY 40220
(502) 459-8402 PHONE
(502) 459-8427 FAX

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

SITE NAME: LOTUS

SITE I.D.: 263P0427

SITE ADDRESS: 6628 CLERMONT ROAD (KY HWY 245) COX'S CREEK, BULLITT CO., KY 40013

LEASE AREA: 10,000 SQ. FT.

PROPERTY OWNER: HUTCHINS ENTERPRISES, LLC 1281 HUTCHINS LANE BARDSTOWN, KY 40004

TAX MAP NUMBER: 74

PARCEL NUMBER: 42

SOURCE OF TITLE: DEED BOOK 726, PAGE 277

LATITUDE: 37° 54' 50.749"N
LONGITUDE: 85° 35' 29.090"W

NO.	REVISION/ISSUE	DATE
1	ISSUE	8-7-09

TITLE: COMMUNICATIONS SITE SURVEY

SHEET: C-2

LEGAL DESCRIPTIONS

THIS IS THE DESCRIPTION FOR AT&T, FOR AN AREA TO BE LEASED FROM A TRACT OF LAND CONVEYED TO HUTCHINS ENTERPRISES, LLC, BY DEED OF RECORD IN DEED BOOK 726, PAGE 277 IN THE OFFICE OF THE CLERK OF BULLITT COUNTY, KENTUCKY AND FURTHER DESCRIBED AS FOLLOWS:

DESCRIPTION OF PROPOSED LEASE AREA AND EASEMENTS

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

COMMENCING AT A FOUND #4 REBAR WITH PLASTIC CAP STAMPED "PLS #3334" AT THE SOUTH PROPERTY LINE OF A TRACT OF LAND CONVEYED TO ISAAC W. BERNHEIM FOUNDATION, INC., RECORD SOURCE UNKNOWN, SAID FOUND REBAR LYING IN THE WEST RIGHT-OF-WAY LINE OF THE R.J. CORMAN RAILROAD AND SAID FOUND REBAR ALSO BEING THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO HUTCHINS ENTERPRISES, LLC, OF RECORD IN DEED BOOK 726, PAGE 277, AND BEING IDENTIFIED AS TRACT I IN AFORESAID DEED, OF RECORD IN THE OFFICE OF THE CLERK OF BULLITT COUNTY, KENTUCKY; THENCE, S07°47'43"E, 327.94 FEET TO A SET REBAR #5 REBAR WITH CAP STAMPED "J THOMAS #3259" HEREAFTER REFERRED TO AS SET REBAR AT THE POINT OF BEGINNING 1; THENCE WITH THE PROPOSED LEASE AREA THE NEXT FOUR CALLS: N68°28'49"E, 100.00 FEET TO A SET REBAR; THENCE, S21°31'11"E, 100.00 FEET TO A SET REBAR; THENCE, S68°28'49"W, 100.00 FEET TO SET REBAR; THENCE, N21°31'11"W, 100.00 FEET TO THE POINT OF BEGINNING 1, AND CONTAINING 10,000 SQUARE FEET.

ALSO, THE RIGHT TO USE FOR ACCESS AND UTILITIES TO THE ABOVE DESCRIBED LEASE AREA, A 30 FOOT WIDE EASEMENT THE CENTERLINE DESCRIBED AS FOLLOWS: COMMENCING AT THE AFORESAID POINT OF BEGINNING 1; THENCE, S21°31'11"E, 50.00 FEET TO THE START OF SAID 30 FOOT EASEMENT AND POINT OF BEGINNING 2; THENCE WITH SAID EASEMENT CENTERLINE THE FOLLOWING FIVE CALLS: S68°28'49"W, 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 56.00 FEET, A CHORD BEARING S48°58'49"W, 37.39 FEET; THENCE, S29°28'50"W, 24.62 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 56.00 FEET, A CHORD BEARING S48°56'43"W, 37.32 FEET; THENCE, S68°24'37"W, 27.01 FEET TO THE TERMINATION OF SAID EASEMENT IN THE EAST RIGHT-OF-WAY LINE OF KENTUCKY HIGHWAY #245, SAID POINT LYING IN AN EXISTING GRAVEL ENTRANCE.

ALSO, THE RIGHT TO USE FOR UTILITIES FOR THE ABOVE DESCRIBED LEASE AREA, A 15 FOOT WIDE EASEMENT THE CENTERLINE DESCRIBED AS FOLLOWS: COMMENCING AT THE AFORESAID POINT OF BEGINNING 1; THENCE, WITH THE PROPOSED LEASE AREA THE FOLLOWING TWO CALLS: S21°31'11"E, 100.00 FEET TO A SET REBAR; THENCE, N68°28'49"E, 84.02 FEET TO START OF SAID 15 FOOT EASEMENT AND BEING POINT OF BEGINNING 3; THENCE WITH SAID EASEMENT CENTERLINE THE FOLLOWING TWO CALLS: THENCE, S20°03'03"E, 275.64 FEET TO POINT OF BEGINNING 4; THENCE; S71°25'06"W, 161.59 FEET TO THE TERMINATION OF THE EASEMENT AT AN EXISTING UTILITY POLE. ALSO, THE RIGHT TO USE FOR UTILITIES FOR THE ABOVE DESCRIBED LEASE AREA, A 15 FOOT WIDE EASEMENT THE CENTERLINE DESCRIBED AS FOLLOWS: BEGINNING AT POINT OF BEGINNING 4 AFORESAID; THENCE; N71°25'06"W, 20.00' TO THE TERMINATION OF SAID EASEMENT.

at&t

nsoro
It's just good business.

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

4-7-09
STATE OF KENTUCKY
JOHN M.
THOMAS
3259
LICENSED
PROFESSIONAL
LAND SURVEYOR

SITE NAME: LOTUS

SITE I.D.: 263P0427

SITE ADDRESS:
6628 CLERMONT ROAD (KY HWY 245)
COX'S CREEK, BULLITT CO., KY 40013

LEASE AREA: 10,000 SQ. FT.

PROPERTY OWNER:
HUTCHINS ENTERPRISES, LLC
1281 HUTCHINS LANE
BARDSTOWN, KY 40004

TAX MAP NUMBER: 74

PARCEL NUMBER: 42

SOURCE OF TITLE:
DEED BOOK 726, PAGE 277

LATITUDE: 37° 54' 50.749"N
LONGITUDE: 85° 35' 29.090"W

NO.	REVISION/ISSUE	DATE
1	ISSUE	8-7-09

TITLE:
COMMUNICATIONS
SITE SURVEY

SHEET:
C-2A

SITE PLAN NOTES

1. THE PROPOSED DEVELOPMENT IS FOR A 250 FOOT SELF-SUPPORT TOWER AND MULTIPLE EQUIPMENT LOCATIONS. ITS LOCATION IS 6628 CLERMONT RD, COX'S CREEK, KY 40013.

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: 37° 54' 50.749" N 153616.2687 N
   LONGITUDE: 85° 35' 29.090" W 125319902876 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.

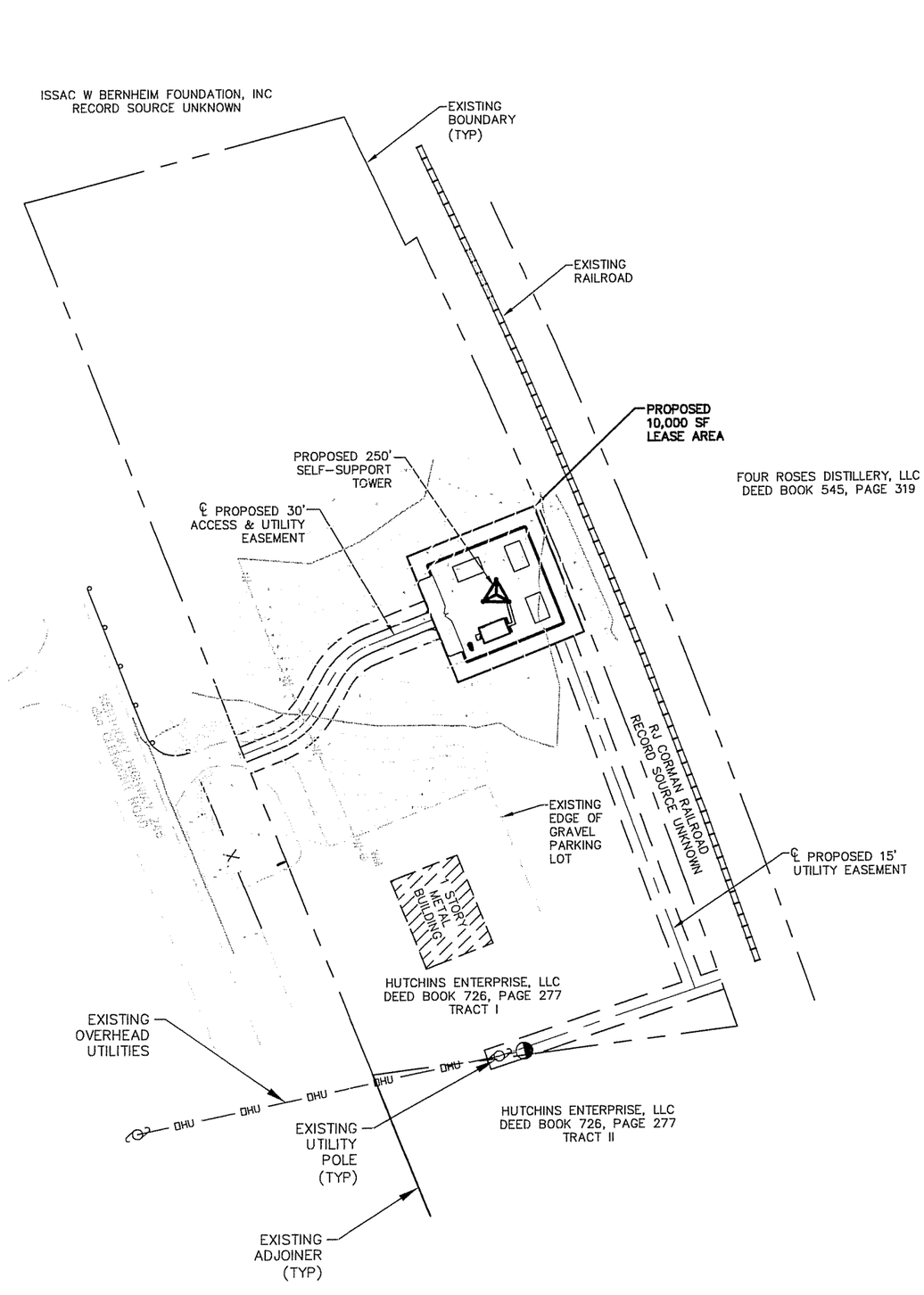
7. COMPOUND FINISHED SURFACE TO BE FENCED

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 PLE
- TELE PED — TELEPHONE PEDESTAL
- WATER VALVES
- FIRE HYDRANTS
- BOLLARDS

GRAPHIC SCALE
100 0 50 100
1 INCH = 100 FT.



at&t

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

STATE OF KENTUCKY
WOODROW W MARCUM JR
13602
LICENSED PROFESSIONAL ENGINEER

SITE NAME: LOTUS

SITE ID NUMBER: 263P0427

SITE ADDRESS: 6628 CLERMONT RD
COX'S CREEK, KY 40013

LATITUDE: 37° 54' 50.749" N
LONGITUDE: 85° 35' 29.090" W

TAX MAP NUMBER: 74

PARCEL NUMBER: 42

SOURCE OF TITLE:
DEED BOOK 726, PAGE 277

PROPERTY OWNER:
HUTCHINS ENTERPRISES, LLC
1281 HUTCHINS LANE
BARDSTOWN, KY 40004

NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	10/29/09
2	ISSUE FOR ZONING	11/03/09

TITLE: OVERALL SITE LAYOUT

SHEET: Z-2

SITE PLAN NOTES

1. THE PROPOSED DEVELOPMENT IS FOR A 250 FOOT SELF-SUPPORT TOWER AND MULTIPLE EQUIPMENT LOCATIONS. ITS LOCATION IS 6628 CLERMONT RD, COX'S CREEK, KY 40013.

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: 37° 54' 50.749" N 153616.2687 N
   LONGITUDE: 85° 35' 29.090" W 125319902876 E

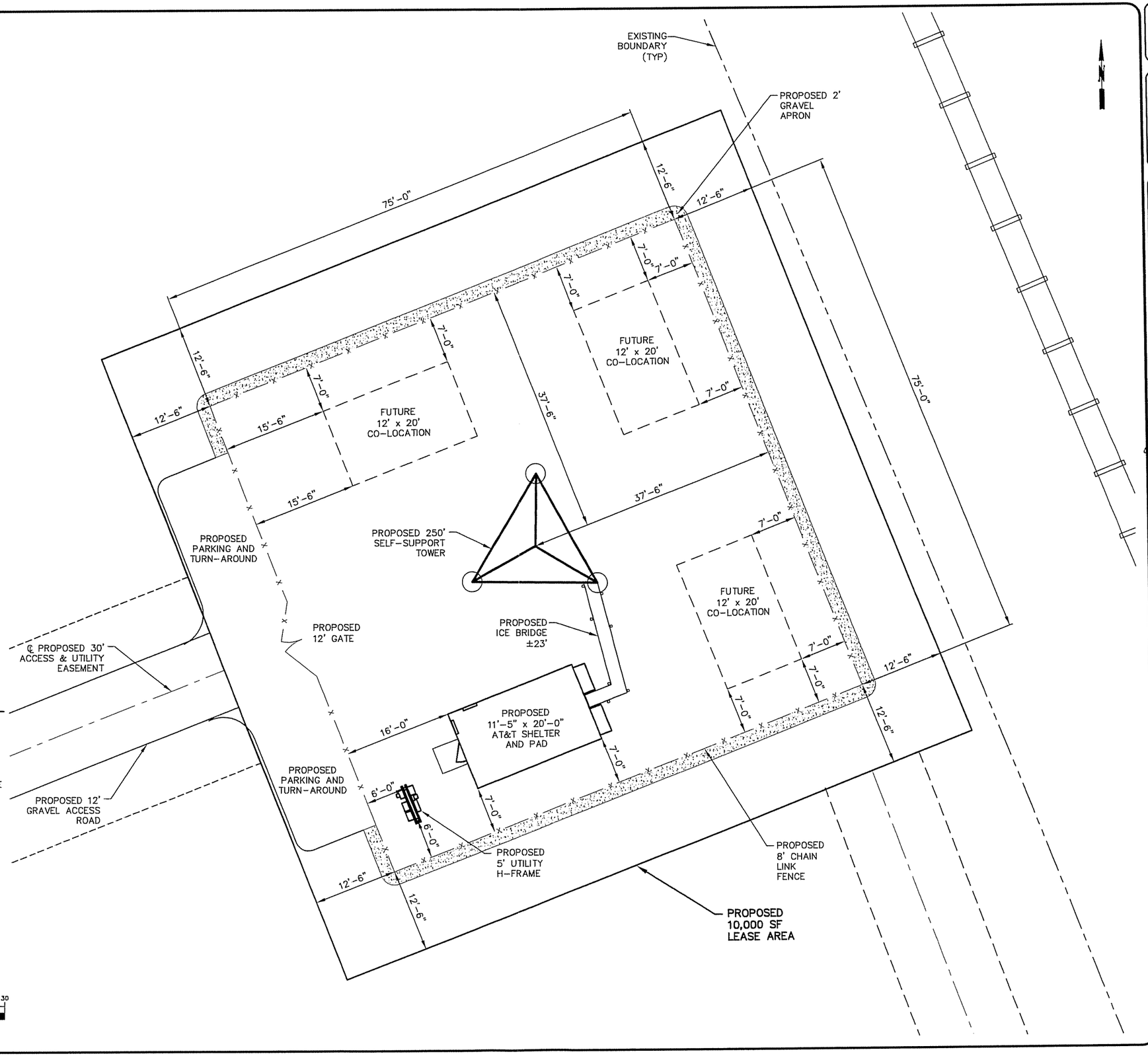
4. REMOVE ALL VEGETATION, CLEAN AND GRUBB LEASE AREA (WHERE REQUIRED).

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

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

7. COMPOUND FINISHED SURFACE TO BE FENCED

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



LEGEND

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

GRAPHIC SCALE
7.50 3.75 0 3.75 7.50 15 30
(IN FEET)
1 inch = 15 ft.

at&t

nsoro
It's just good business.

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

STATE OF KENTUCKY
WOODROW W MARCUM JR
13602
LICENSED PROFESSIONAL ENGINEER

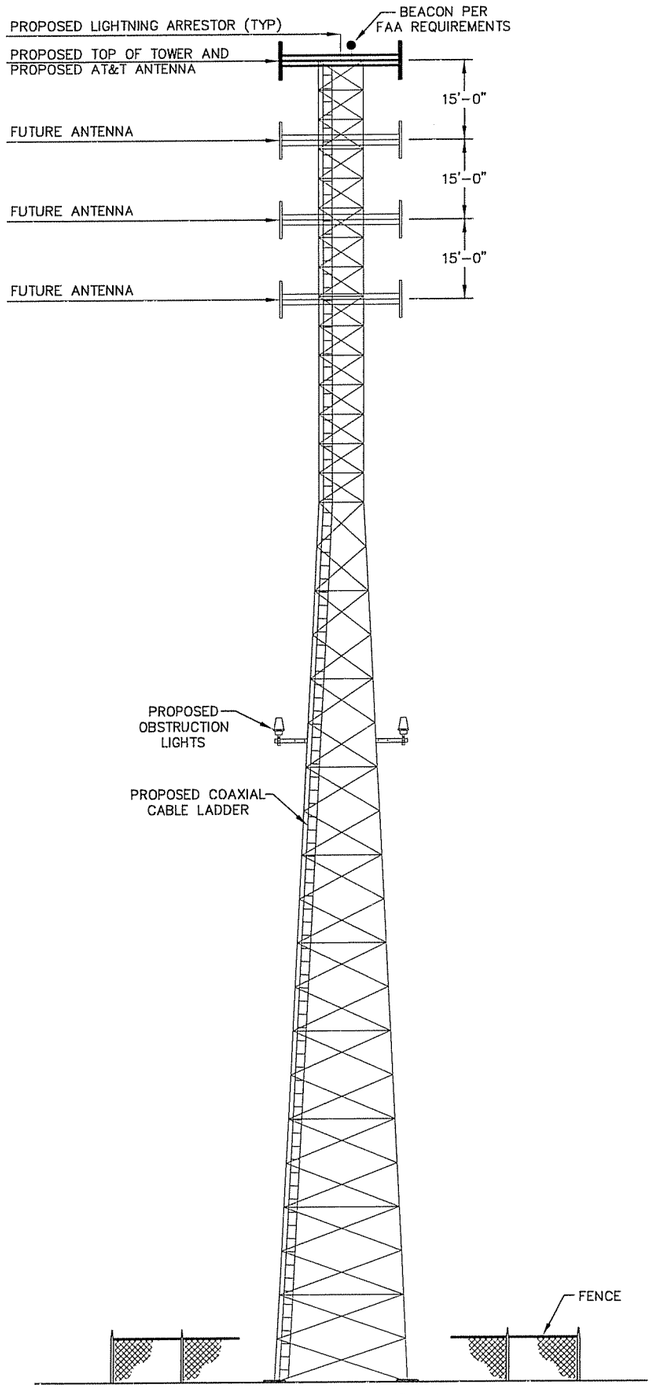
SITE NAME: LOTUS
SITE ID NUMBER: 263P0427
SITE ADDRESS: 6628 CLERMONT RD COX'S CREEK, KY 40013
LATITUDE: 37° 54' 50.749" N
LONGITUDE: 85° 35' 29.090" W
TAX MAP NUMBER: 74
PARCEL NUMBER: 42
SOURCE OF TITLE: DEED BOOK 726, PAGE 277
PROPERTY OWNER: HUTCHINS ENTERPRISES, LLC 1281 HUTCHINS LANE BARDSTOWN, KY 40004

NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	10/29/09
2	ISSUE FOR ZONING	11/03/09

TITLE: SITE LAYOUT

SHEET: Z-3

Exhibit C

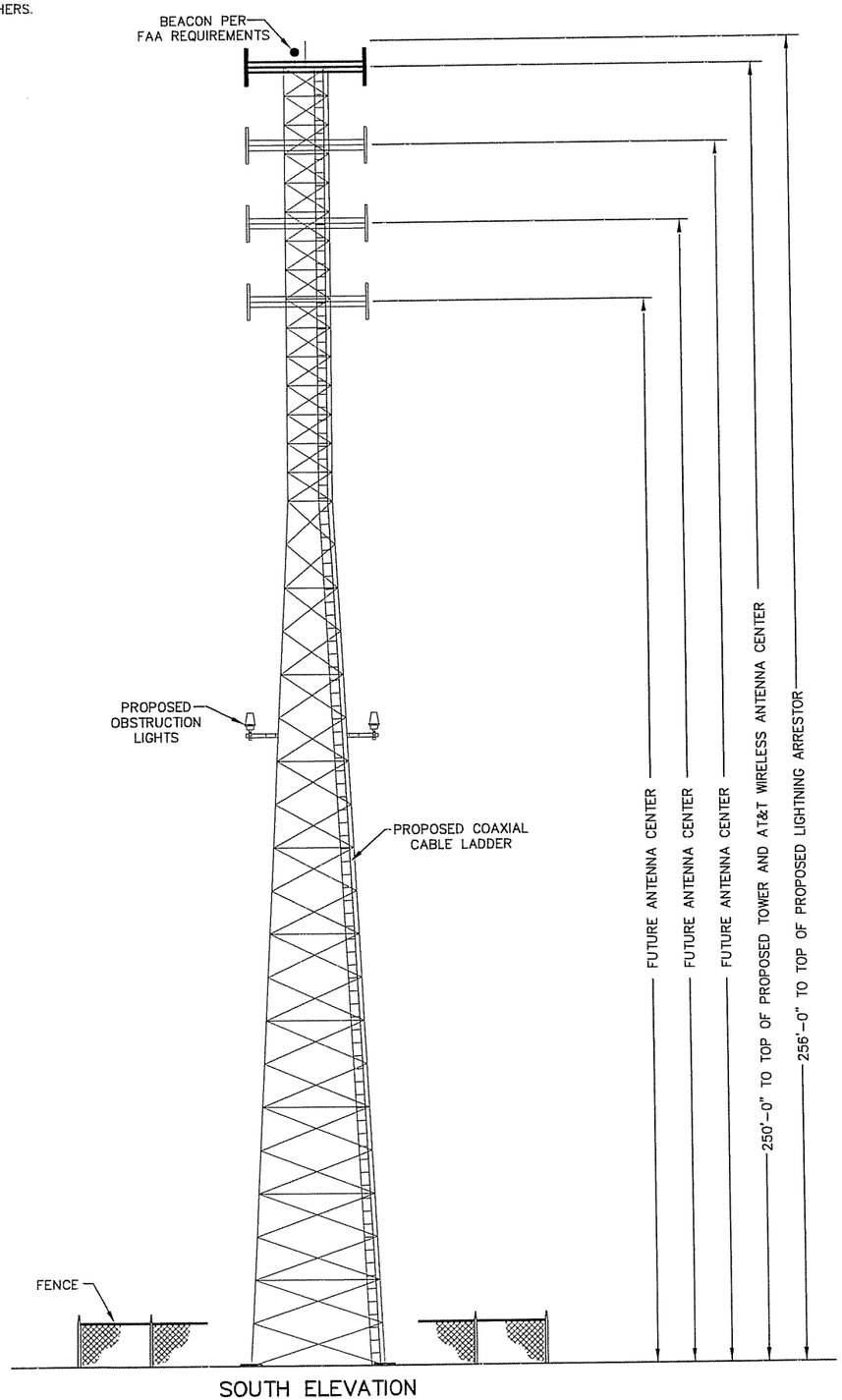


NORTH ELEVATION

NOT TO SCALE

NOTE:

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



SOUTH ELEVATION

NOT TO SCALE

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LOUISVILLE, KENTUCKY 40220
(502) 459-8402 PHONE
(502) 459-8427 FAX

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

SITE NAME: LOTUS

SITE ID NUMBER: 263P0427

SITE ADDRESS: 6628 CLERMONT RD
COX'S CREEK, KY 40013

LATITUDE: 37° 54' 50.749" N
LONGITUDE: 85° 35' 29.090" W

TAX MAP NUMBER: 74

PARCEL NUMBER: 42

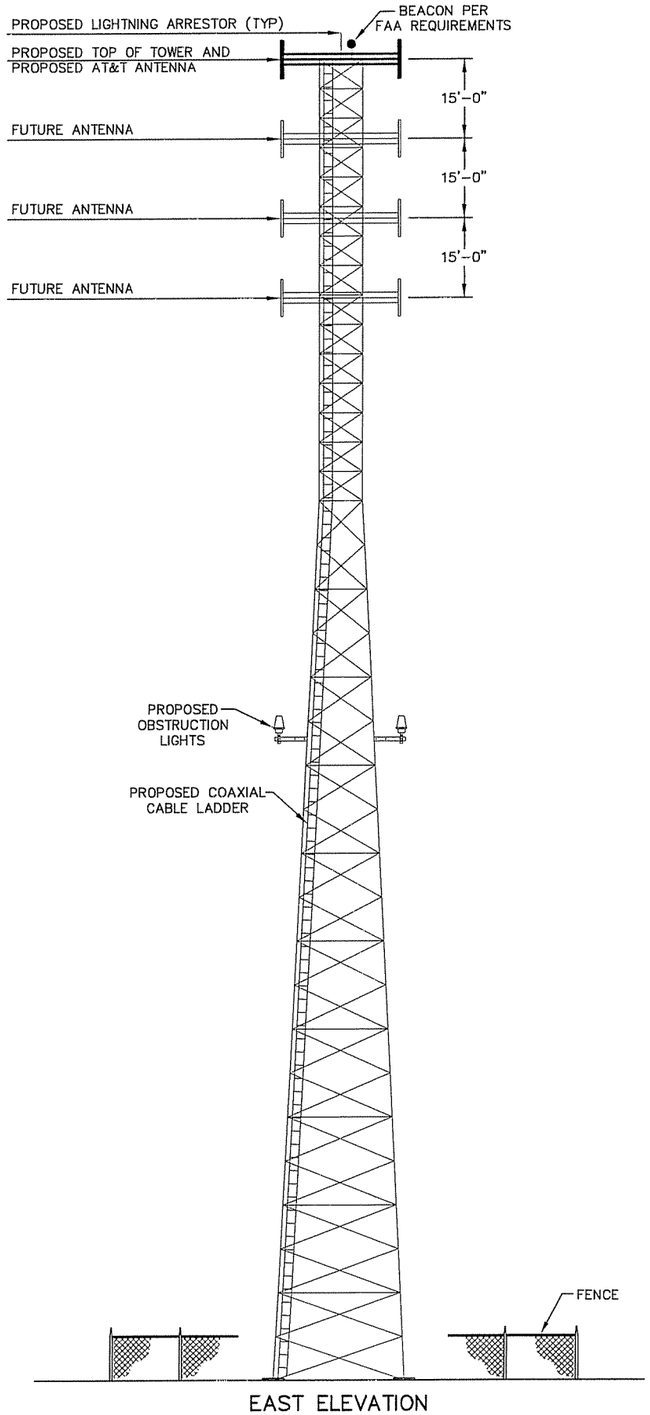
SOURCE OF TITLE: DEED BOOK 726, PAGE 277

PROPERTY OWNER:
HUTCHINS ENTERPRISES, LLC
1281 HUTCHINS LANE
BARDSTOWN, KY 40004

NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	10/29/09
2	ISSUE FOR ZONING	11/03/09

TITLE: NORTH & SOUTH ELEVATIONS

SHEET: Z-5

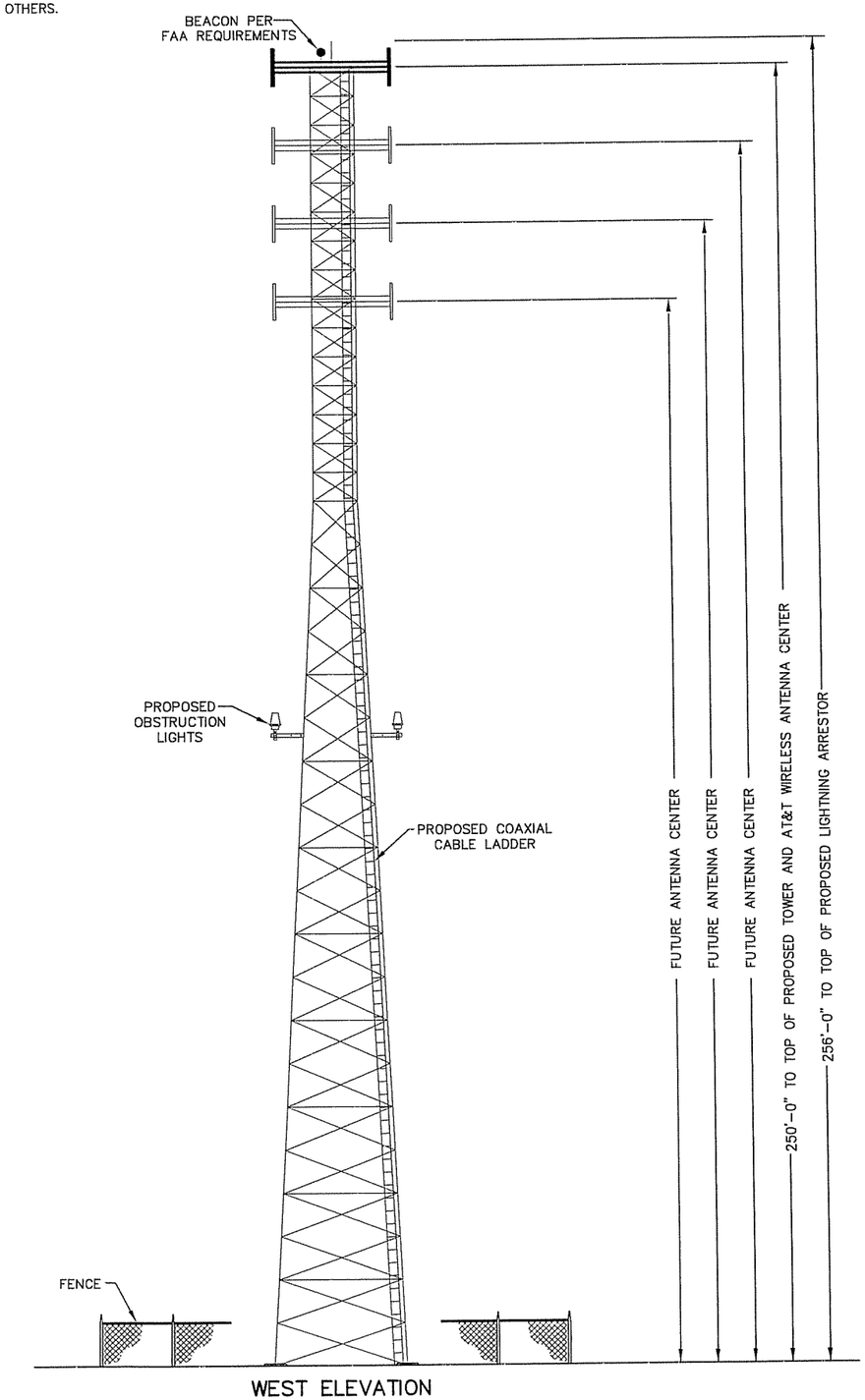


EAST ELEVATION

NOT TO SCALE

NOTE:

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



WEST ELEVATION

NOT TO SCALE

at&t

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

STATE OF KENTUCKY
WOODROW W MARCUM JR
13602
LICENSED PROFESSIONAL ENGINEER

SITE NAME: LOTUS

SITE ID NUMBER: 263P0427

SITE ADDRESS: 6628 CLERMONT RD
COX'S CREEK, KY 40013

LATITUDE: 37° 54' 50.749" N
LONGITUDE: 85° 35' 29.090" W

TAX MAP NUMBER: 74

PARCEL NUMBER: 42

SOURCE OF TITLE:
DEED BOOK 726, PAGE 277

PROPERTY OWNER:
HUTCHINS ENTERPRISES, LLC
1281 HUTCHINS LANE
BARDSTOWN, KY 40004

NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	10/29/09
2	ISSUE FOR ZONING	11/03/09

TITLE:
EAST & WEST ELEVATIONS

SHEET:
Z-6

Exhibit D

ROHN™
Products LLC

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

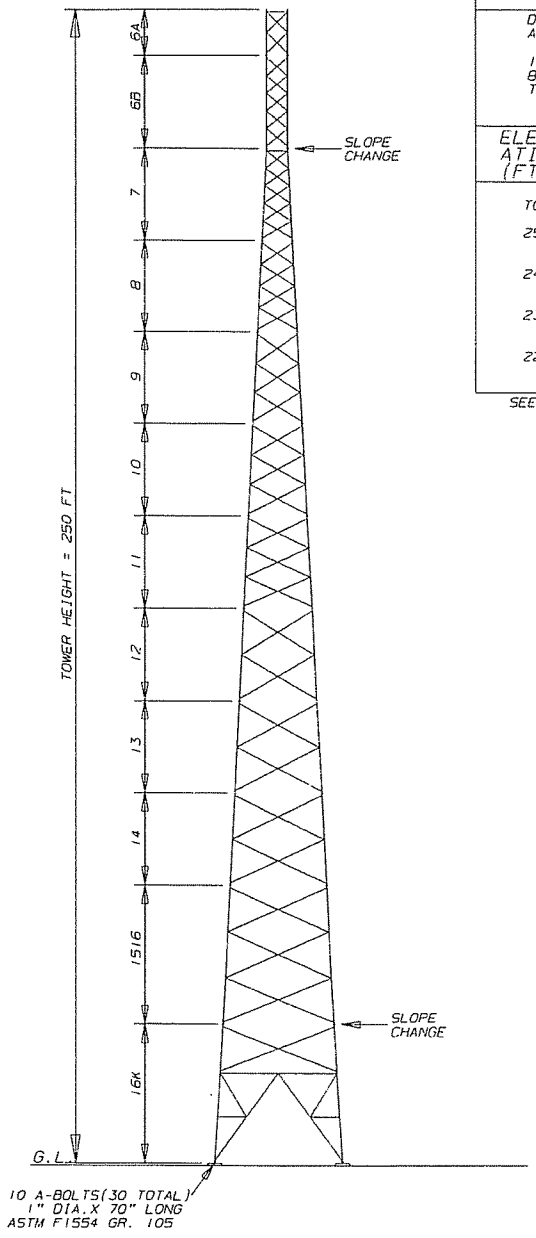
PURCHASER:	AMERICAN TOWER CORPORATION
NAME OF PROJECT:	LOTUS, BULLITT COUNTY, KENTUCKY 250 FT. MODEL SSVMW TOWER
FILE NUMBER:	0606742
DRAWING NUMBER:	A090861

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

CERTIFIED BY: _____

DATE: 10/22/09

STATE OF KENTUCKY
HABIB JIRJI AZOURI
20322
REGISTERED
PROFESSIONAL ENGINEER



TOWER DESIGN LOADING

DESIGN WIND LOAD PER 2006 INTERNATIONAL BUILDING CODE USING ANSI/TIA/EIA-222-F-1996 IN ACCORDANCE WITH SECTION 3108.4.

100 MPH 3-SECOND GUST WIND SPEED (1/2" RADIAL ICE LOAD)
80 MPH FASTEST MILE WIND SPEED (1/2" RADIAL ICE LOAD)
THIS TOWER IS DESIGNED TO SUPPORT THE FOLLOWING LOADS:

ELEV-ATION (FT)	ANTENNA TYPE	LINE SIZE (NOM)
TOP	LIGHTS+L-ROD	(1)3/4"
250	115 SQ.FT.EPA LOAD(NO ICE) 135 SQ.FT.EPA LOAD (W/ICE)	(12)1-5/8"
240	115 SQ.FT.EPA LOAD(NO ICE) 135 SQ.FT.EPA LOAD (W/ICE)	(12)1-5/8"
230	115 SQ.FT.EPA LOAD(NO ICE) 135 SQ.FT.EPA LOAD (W/ICE)	(12)1-5/8"
220	115 SQ.FT.EPA LOAD(NO ICE) 135 SQ.FT.EPA LOAD (W/ICE)	(12)1-5/8"

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

SECTION MEMBER SCHEDULE

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

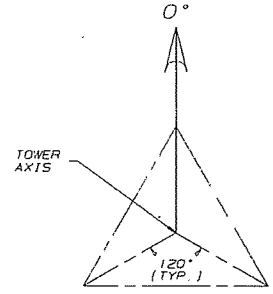
NOTE: (H) REPRESENTS THE HORIZONTAL BRACE
NOTE: SECTION NUMBERS ARE FOR REFERENCE ONLY FOR NOMINAL FACE WIDTH DIMENSIONS, REFER TO STRESS ANALYSIS.

GENERAL NOTES

1. ROHN COMMUNICATION TOWER DESIGNS CONFORM TO ANSI/TIA/EIA-222-F UNLESS OTHERWISE SPECIFIED UNDER TOWER DESIGN LOADING.
2. THE DESIGN LOADING CRITERIA INDICATED HAS BEEN PROVIDED TO ROHN AND HAS BEEN ASSUMED TO BE BASED ON SITE-SPECIFIC DATA IN ACCORDANCE WITH ANSI/TIA/EIA-222-F AND MUST BE VERIFIED BY OTHERS PRIOR TO INSTALLATION.
3. ANTENNAS AND LINES LISTED IN TOWER DESIGN LOADING TABLE ARE PROVIDED BY OTHERS UNLESS OTHERWISE SPECIFIED.
4. TOWER MEMBER DESIGN DOES NOT INCLUDE STRESSES DUE TO ERECTION SINCE ERECTION EQUIPMENT AND CONDITIONS ARE UNKNOWN. DESIGN ASSUMES COMPETENT AND QUALIFIED PERSONNEL WILL ERECT THE TOWER.
5. WORK SHALL BE IN ACCORDANCE WITH ANSI/TIA/EIA-222-F, "STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES".
6. THE MINIMUM YIELD STRENGTH OF STRUCTURAL STEEL MEMBERS SHALL BE 50 KSI, EXCEPT AS NOTED BELOW.
   ANGLE BRACES L1.75X3/16 THRU L3X3X3/16 SHALL BE 36 KSI
   STRUCTURAL PLATES SHALL BE 36 KSI.
7. FIELD CONNECTIONS SHALL BE BOLTED. NO FIELD WELDS SHALL BE ALLOWED.
8. STRUCTURAL BOLTS SHALL CONFORM TO ASTM A-325, EXCEPT WHERE NOTED.
9. PAL NUTS SHALL BE PROVIDED FOR ALL TOWER BOLTS.
10. STRUCTURAL STEEL AND CONNECTION BOLTS SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION, IN ACCORDANCE WITH ANSI/TIA/EIA-222-F.
11. ALL HIGH STRENGTH BOLTS ARE TO BE TIGHTENED TO A "SNUGTIGHT CONDITION AS DEFINED IN THE NOVEMBER 13, 1985, AISC "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS". NO OTHER MINIMUM BOLT TENSION OR TORQUE VALUES ARE REQUIRED.
12. PURCHASER SHALL VERIFY THE INSTALLATION IS IN CONFORMANCE WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS FOR OBSTRUCTION MARKING AND LIGHTING.
13. TOLERANCE ON TOWER STEEL HEIGHT IS EQUAL TO PLUS 1% OR MINUS 1/2%.
14. DESIGN ASSUMES THAT, AS A MINIMUM, MAINTENANCE AND INSPECTION WILL BE PERFORMED OVER THE LIFE OF THE STRUCTURE IN ACCORDANCE WITH ANSI/TIA/EIA-222-F.
15. DESIGN ASSUMES LEVEL GRADE AT TOWER SITE.
16. FOUNDATIONS SHALL BE DESIGNED TO SUPPORT THE REACTIONS SHOWN FOR THE CONDITIONS EXISTING AT THE SITE.

TUBULAR MEMBER PROPERTIES

MEMBER	SIZE O.D. (IN)	SIZE THICK. (IN)
PIPE2.5STD	2.875	0.203
PIPE 3 STD	3.500	0.216
PIPE 4 E.H	4.500	0.337
PIPE 5 E.H	5.563	0.375
PIPE 6 EHS	6.625	0.340
PIPE 6 E.H	6.625	0.432
PIPE 8 EHS	8.625	0.375
PIPE 8 E.H	8.625	0.500



TOWER CONFIGURATION
N.T.S.

TOWER REACTIONS

COMPRESSION	=	396.2 KIPS
TENSION	=	341.7 KIPS
TOTAL SHEAR	=	60.4 KIPS
O.T.M.	=	9045.7 FT-KIPS

STATE OF KENTUCKY
HABIB JIRJI AZOURI
20322
REGISTERED PROFESSIONAL ENGINEER

SITE: LOUISVILLE, KY
COUNTY: BULLITT, KY
10/22/09

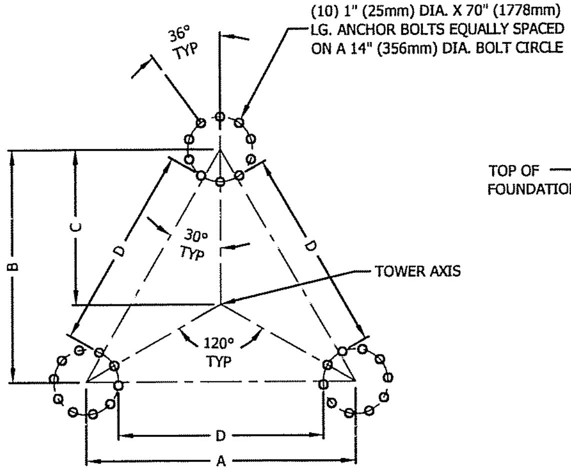
No.	Revision Description	Date	Rev By	Ckd By	Appd By

ROHN

Scale: NONE	By	Date
Drawn:	DWG	10/22/09
Checked:	HA	10/22/09
App. Eng.:	HA	10/22/09
Parent File:	59477EH	

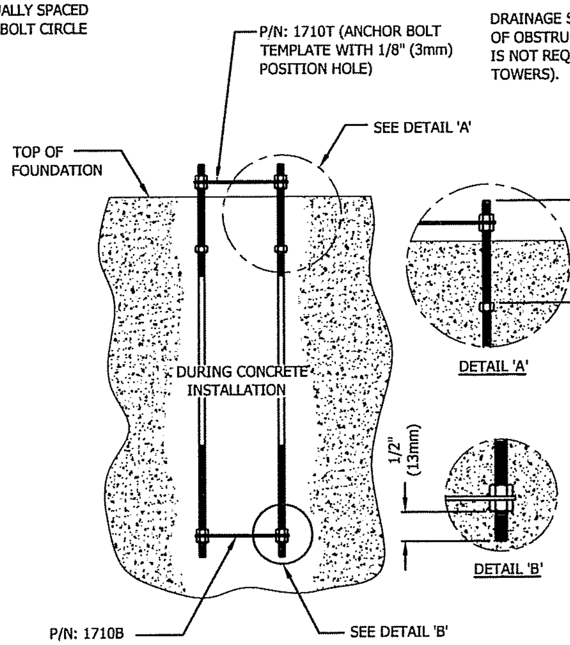
250' SSVMW TOWER DESIGN
FOR
AMERICAN TOWER CORPORATION

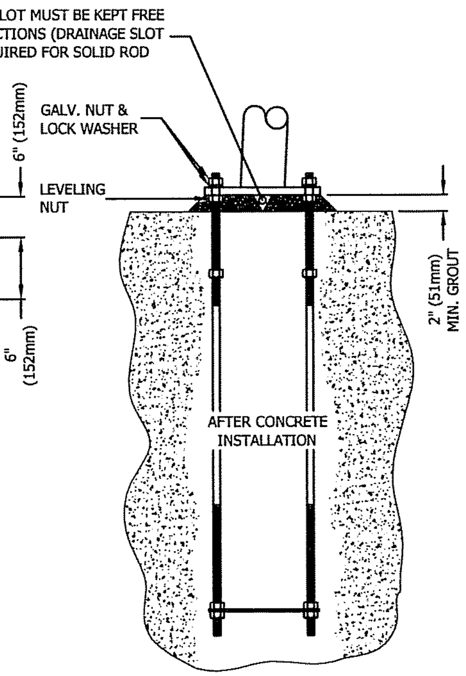
ENG. FILE: 060-6742
DWG. NO.: A090861
SHEET 1 OF 1
REV.



PLAN VIEW (NTS)

A	B	C	D
27'-8 1/8" (8.437M)	23'-11 5/8" (7.307M)	15'-11 3/4" (4.871M)	26'-6 1/4" (8.083M)





ANCHOR BOLT INSTALLATION TOLERANCES

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

!!! WARNING !!!

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

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

NOTES

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

FILE NO. Standard-SSV

REVISIONS

REV.	DESCRIPTION	DWN	CHK	APP

STATE OF KENTUCKY
HABIB JIRJI AZOURI
20322
REGISTERED
PROFESSIONAL ENGINEER
10/22/09

DWG REFERENCE

ROHN PRODUCTS

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

ANCHOR BOLT LAYOUT
1"[25mm]Ø BOLTS (30H2768)

DWN:	CHK'D:	DATE:
JDA	KTL	Apr/25/2006

ENG'R: H.A

DRAWING NO: B060257 REV: 0

TowerSoft
ENGINEERING SOFTWARE

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

ROHN Products
Licensed to: ROHN Products LLC
Peoria, IL

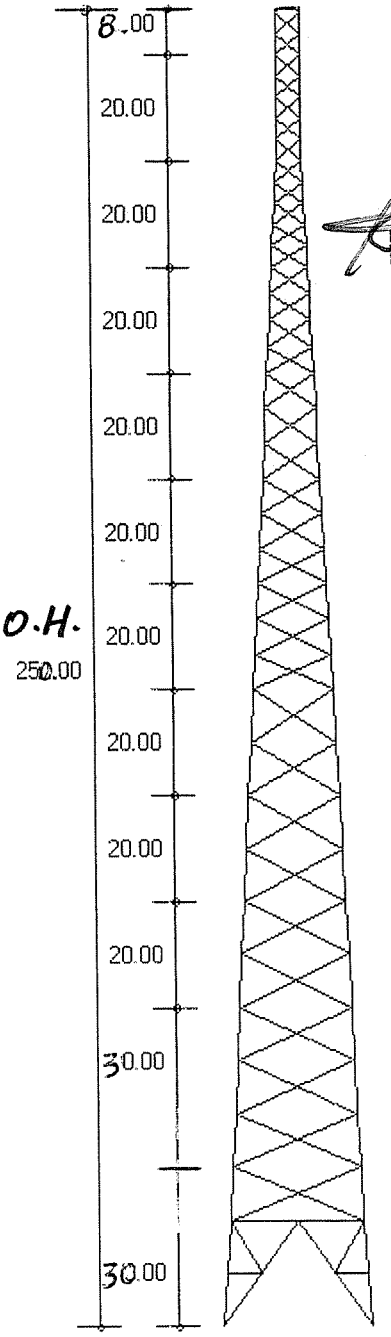
File: W:\Jobs\2009\060-6742\060-6742.out
Contract: 060-6742
Project: 250ft ROHN SSV Tower
Date and Time: 10/22/2009 8:55:19 AM

Revision: 0
Site: LOTUS
Engineer: AMKW/DWG

DESIGN SPECIFICATION

Design Standard: TIA/EIA-222-F-1996
Basic Wind speed = 80.0 (mph)
Service Wind speed = 50.0 (mph)
Ice thickness = 0.50 (in)

Sct.	Length (ft)	Top Width (in)	Bot Width (in)
1	20.00	302.17	332.17
2	20.00	275.98	300.00
3	20.00	252.01	275.98
4	20.00	227.99	252.01
5	20.00	203.90	227.99
6	20.00	179.06	203.90
7	20.00	155.04	179.06
8	20.00	129.96	155.04
9	20.00	105.94	129.96
10	20.00	81.97	105.94
11	20.00	57.13	81.97
12	20.00	55.79	57.13
13	12.00	55.79	55.79



STATE OF KENTUCKY
HABIB JIRJI
AZOURI
20322
REGISTERED
PROFESSIONAL ENGINEER
10/22/09

MAXIMUM BASE REACTIONS

	Bare	Iced
Download (Kips)	396.2	381.7
Uplift (Kips)	341.7	302.7
Shear (Kips)	38.2	36.3

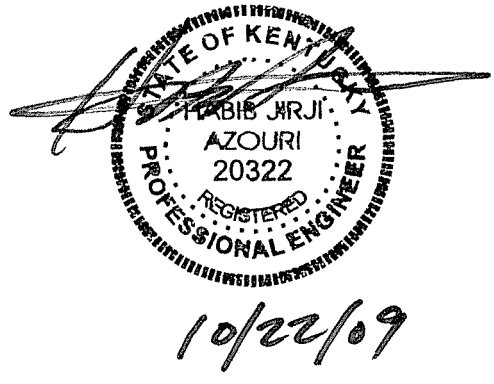
TOTAL Shear: 60.4K
O.T.M: 9045.7 IK

(30) 1"ø x 70" ANC. BOLTS

File: W:\Jobs\2009\060-6742\060-6742.out
Contract: 060-6742 Revision: 0
Project: 250ft ROHN SSV Tower Site: LOTUS
Date and Time: 10/22/2009 8:55:19 AM Engineer: AMKW/DWG

Section A: PROJECT DATA

Project Title:	250ft ROHN SSV Tower
Customer Name:	American Tower Corp
Site:	LOTUS
Contract No.:	060-6742
Revision:	0
Engineer:	AMKW/DWG
Date:	Oct 22 2009
Time:	08:54:56 AM
Design Standard:	TIA/EIA-222-F-1996



10/22/09

GENERAL DESIGN CONDITIONS

Start Wind direction:	0.00 (Deg)
End Wind direction:	330.00 (Deg)
Increment wind direction:	30.00 (Deg)
Elevation above ground:	0.00(ft)
Gust Response Factor Gh:	1.10
Material Density:	490.1(lbs/ft^3)
Young's Modulus:	29000.0(ksi)
Poisson Ratio:	0.3
Weight Multiplier:	1.00
Allowable Stress Incr. Factor:	1.333
Increase allowable stress:	Yes

WIND ONLY CONDITIONS:

Basic Wind Speed:	80.00(mph)

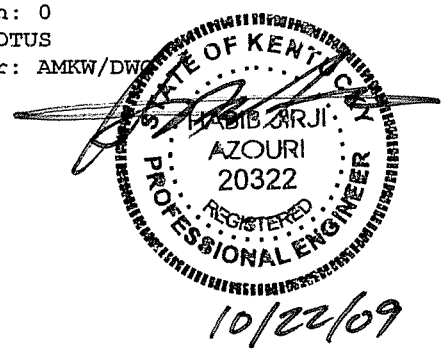
WIND AND ICE CONDITIONS:

Basic Wind Speed:	80.00(mph)
Ice Thickness:	0.50(in)
Ice density:	56.19(lbs/ft^3)
Wind pressure reduction for iced conditions:	0.75

Analysis performed using: TowerSoft Finite Element Analysis Program

File: W:\Jobs\2009\060-6742\060-6742.out
Contract: 060-6742
Project: 250ft ROHN SSV Tower
Date and Time: 10/22/2009 8:55:19 AM

Revision: 0
Site: LOTUS
Engineer: AMKW/DW



10/22/09

Section B: STRUCTURE GEOMETRY

TOWER GEOMETRY

Cross-Section	Height (ft)	Tot Height (ft)	# of Section	Bot Width (in)	Top Width (in)
Triangular	252.00	252.00	13	332.17	55.79

SECTION GEOMETRY

Sec #	Sec. Name	Elevation Bottom (ft)	Elevation Top (ft)	Widths Bottom (in)	Widths Top (in)	Legs (lbs)	Brcg. (lbs)	Masses Sec.Brc (lbs)	Masses Int.Brc (lbs)	Masses Sect. (lbs)	Masses Database (lbs)	Brcg. Clear. (in)
13	R-6N235*	240.00	252.00	56	56	208	233	0	0	441	551	0.787
12	R-6N390	220.00	240.00	57	56	455	593	0	0	1048	1312	0.787
11	R-7N749	200.00	220.00	82	57	902	512	0	0	1414	1772	0.787
10	R-8N236	180.00	200.00	106	82	1249	540	0	0	1789	2235	0.787
9	R-9N414	160.00	180.00	130	106	1250	684	0	0	1934	2423	0.787
8	R-10N301*	140.00	160.00	155	130	1371	751	0	0	2123	2659	0.787
7	R-11N262*	120.00	140.00	179	155	1720	1031	0	0	2751	3448	0.787
6	R-12N15*	100.00	120.00	204	179	1720	976	0	0	2696	3201	0.787
5	R-13N102	80.00	100.00	228	204	1985	1318	0	0	3303	4006	0.787
4	R-14N33	60.00	80.00	252	228	1985	1544	0	0	3529	4425	0.787
3	R-15N30	40.00	60.00	276	252	2610	1916	0	0	4525	4890	0.787
2	R-16N19	20.00	40.00	300	276	2610	2064	0	0	4674	5073	0.787
1	R-MWK34*	0.00	20.00	332	302	2613	1280	406	433	4732	5661	0.787
Total Mass:						20679	13441	406	433	34959	41656	

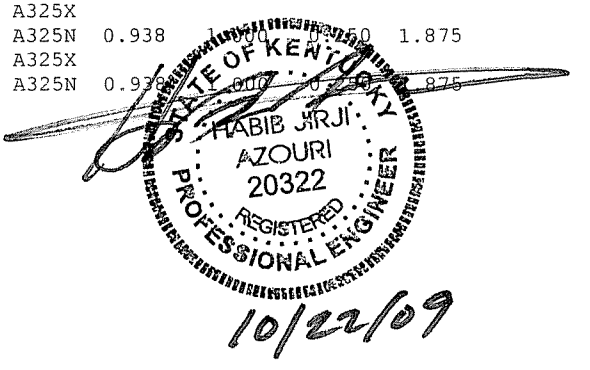
PANEL GEOMETRY

Sec#	Pnl#	Type	SecBrcg	Mid. Horiz Continuous	Horiz	Height (ft)	Bottom Width (in)	Top Width (in)	Plan Bracing	Hip Bracing	Gusset Plate Area (ft^2)	Gusset Plate Weight (lbs)
13	3	X	(None)		None	4.0	55.8	55.8	(None)	(None)	0.604	0.00
13	2	X	(None)		None	4.0	55.8	55.8	(None)	(None)	0.604	0.00
13	1	X	(None)		None	4.0	55.8	55.8	(None)	(None)	0.604	0.00
12	5	X	(None)		None	4.0	56.1	55.8	(None)	(None)	0.000	0.00
12	4	X	(None)		None	4.0	56.3	56.1	(None)	(None)	0.000	0.00
12	3	X	(None)		None	4.0	56.6	56.3	(None)	(None)	0.000	0.00
12	2	X	(None)		None	4.0	56.9	56.6	(None)	(None)	0.000	0.00
12	1	X	(None)		None	4.0	57.1	56.9	(None)	(None)	0.000	0.00
11	5	X	(None)		None	4.0	62.1	57.1	(None)	(None)	0.604	0.00
11	4	X	(None)		None	4.0	67.1	62.1	(None)	(None)	0.604	0.00
11	3	X	(None)		None	4.0	72.0	67.1	(None)	(None)	0.604	0.00
11	2	X	(None)		None	4.0	77.0	72.0	(None)	(None)	0.604	0.00
11	1	X	(None)		None	4.0	82.0	77.0	(None)	(None)	0.604	0.00
10	4	X	(None)		None	5.0	88.0	82.0	(None)	(None)	0.755	0.00
10	3	X	(None)		None	5.0	94.0	88.0	(None)	(None)	0.755	0.00
10	2	X	(None)		None	5.0	100.0	94.0	(None)	(None)	0.755	0.00
10	1	X	(None)		None	5.0	105.9	100.0	(None)	(None)	0.755	0.00
9	3	X	(None)		None	6.7	114.0	105.9	(None)	(None)	1.006	0.00
9	2	X	(None)		None	6.7	122.0	114.0	(None)	(None)	1.006	0.00
9	1	X	(None)		None	6.7	130.0	122.0	(None)	(None)	1.006	0.00
8	3	X	(None)		None	6.7	138.3	130.0	(None)	(None)	1.006	0.00
8	2	X	(None)		None	6.7	146.7	138.3	(None)	(None)	1.006	0.00
8	1	X	(None)		None	6.7	155.0	146.7	(None)	(None)	1.006	0.00
7	3	X	(None)		None	6.7	163.0	155.0	(None)	(None)	1.006	0.00

7	2	X	(None)	None	6.7	171.0	163.0	(None)	(None)	1.006	0.00
7	1	X	(None)	None	6.7	179.1	171.0	(None)	(None)	1.006	0.00
6	2	X	(None)	None	10.0	191.5	179.1	(None)	(None)	1.509	0.00
6	1	X	(None)	None	10.0	203.9	191.5	(None)	(None)	1.509	0.00
5	2	X	(None)	None	10.0	215.9	203.9	(None)	(None)	1.509	0.00
5	1	X	(None)	None	10.0	228.0	215.9	(None)	(None)	1.509	0.00
4	2	X	(None)	None	10.0	240.0	228.0	(None)	(None)	1.509	0.00
4	1	X	(None)	None	10.0	252.0	240.0	(None)	(None)	1.509	0.00
3	2	X	(None)	None	10.0	264.0	252.0	(None)	(None)	0.000	0.00
3	1	X	(None)	None	10.0	276.0	264.0	(None)	(None)	0.000	0.00
2	2	X	(None)	None	10.0	288.0	276.0	(None)	(None)	0.000	0.00
2	1	X	(None)	None	10.0	300.0	288.0	(None)	(None)	0.000	0.00
1	1	K	2-Subdiv.	Yes	20.0	332.2	302.2	2-Subdiv.	2-Subdiv.	0.000	0.00

MEMBER PROPERTIES

Sec/ Pnl	Type	Description	Steel Grade	Conn. Type	Bolt #-Size	Bolt Grade	End Dist.	Edge Dist.	Gusset Thick.	Bolt Space	Dble Member Spacing Mem.	Dble Member Spacing Stitch Bolt
					(in)		(in)	(in)	(in)	(in)	(in)	(ft)
13/3	Leg	PIPE 2.875x0.203	A572 gr.50	Tension	4-0.750	A325X						
13/3	Diag	L1 3/4x1 3/4x3/16	A36	Bolted	1-0.625	A325N	0.938	0.875	0.250	1.875		
13/2	Leg	PIPE 2.875x0.203	A572 gr.50	Tension	4-0.750	A325X						
13/2	Diag	L1 3/4x1 3/4x3/16	A36	Bolted	1-0.625	A325N	0.938	0.875	0.250	1.875		
13/1	Leg	PIPE 2.875x0.203	A572 gr.50	Tension	4-0.750	A325X						
13/1	Diag	L1 3/4x1 3/4x3/16	A36	Bolted	1-0.625	A325N	0.938	0.875	0.250	1.875		
12/5	Leg	PIPE 3.500x0.216	A572 gr.50	Tension	4-0.875	A325X						
12/5	Diag	L2x2x1/4	A36	Bolted	1-0.625	A325X	0.938	1.000	0.250	1.875		
12/4	Leg	PIPE 3.500x0.216	A572 gr.50	Tension	4-0.875	A325X						
12/4	Diag	L2x2x1/4	A36	Bolted	1-0.625	A325X	0.938	1.000	0.250	1.875		
12/3	Leg	PIPE 3.500x0.216	A572 gr.50	Tension	4-0.875	A325X						
12/3	Diag	L2x2x1/4	A36	Bolted	1-0.625	A325X	0.938	1.000	0.250	1.875		
12/2	Leg	PIPE 3.500x0.216	A572 gr.50	Tension	4-0.875	A325X						
12/2	Diag	L2x2x1/4	A36	Bolted	1-0.625	A325X	0.938	1.000	0.250	1.875		
12/1	Leg	PIPE 3.500x0.216	A572 gr.50	Tension	4-0.875	A325X						
12/1	Diag	L2x2x1/4	A36	Bolted	1-0.625	A325X	0.938	1.000	0.250	1.875		
11/5	Leg	PIPE 4.500x0.337	A572 gr.50	Tension	4-1.000	A325X						
11/5	Diag	L2x2x3/16	A36	Bolted	1-0.625	A325N	0.938	1.000	0.250	1.875		
11/4	Leg	PIPE 4.500x0.337	A572 gr.50	Tension	4-1.000	A325X						
11/4	Diag	L2x2x3/16	A36	Bolted	1-0.625	A325N	0.938	1.000	0.250	1.875		
11/3	Leg	PIPE 4.500x0.337	A572 gr.50	Tension	4-1.000	A325X						
11/3	Diag	L2x2x3/16	A36	Bolted	1-0.625	A325N	0.938	1.000	0.250	1.875		
11/2	Leg	PIPE 4.500x0.337	A572 gr.50	Tension	4-1.000	A325X						
11/2	Diag	L2x2x3/16	A36	Bolted	1-0.625	A325N	0.938	1.000	0.250	1.875		
11/1	Leg	PIPE 4.500x0.337	A572 gr.50	Tension	4-1.000	A325X						
11/1	Diag	L2x2x3/16	A36	Bolted	1-0.625	A325N	0.938	1.000	0.250	1.875		
10/4	Leg	PIPE 5.563x0.375	A572 gr.50	Tension	4-1.000	A325X						
10/4	Diag	L2x2x3/16	A36	Bolted	1-0.625	A325N	0.938	1.000	0.250	1.875		
10/3	Leg	PIPE 5.563x0.375	A572 gr.50	Tension	4-1.000	A325X						
10/3	Diag	L2x2x3/16	A36	Bolted	1-0.625	A325N	0.938	1.000	0.250	1.875		
10/2	Leg	PIPE 5.563x0.375	A572 gr.50	Tension	4-1.000	A325X						
10/2	Diag	L2x2x3/16	A36	Bolted	1-0.625	A325N	0.938	1.000	0.250	1.875		
10/1	Leg	PIPE 5.563x0.375	A572 gr.50	Tension	4-1.000	A325X						
10/1	Diag	L2x2x3/16	A36	Bolted	1-0.625	A325N	0.938	1.000	0.250	1.875		



10/22/09

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Contract: 060-6742 Revision: 0
Project: 250ft ROHN SSV Tower Site: LOTUS
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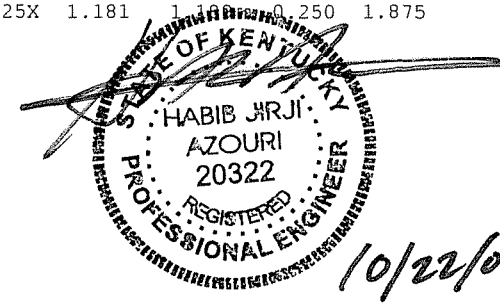
9/3	Leg	PIPE 5.563x0.375	A572 gr.50Tension	4-1.000	A325X				
9/3	Diag	L2x2x1/4	A36 Bolted	1-0.625	A325X	0.938	1.000	0.250	1.875
9/2	Leg	PIPE 5.563x0.375	A572 gr.50Tension	4-1.000	A325X				
9/2	Diag	L2x2x1/4	A36 Bolted	1-0.625	A325X	0.938	1.000	0.250	1.875
9/1	Leg	PIPE 5.563x0.375	A572 gr.50Tension	4-1.000	A325X				
9/1	Diag	L2x2x1/4	A36 Bolted	1-0.625	A325X	0.938	1.000	0.250	1.875
8/3	Leg	PIPE 6.625x0.340	A572 gr.50Tension	6-1.000	A325X				
8/3	Diag	L2 1/2x2 1/2x3/16	A36 Bolted	1-0.625	A325N	0.938	1.250	0.250	1.500
8/2	Leg	PIPE 6.625x0.340	A572 gr.50Tension	6-1.000	A325X				
8/2	Diag	L2 1/2x2 1/2x3/16	A36 Bolted	1-0.625	A325N	0.938	1.250	0.250	1.500
8/1	Leg	PIPE 6.625x0.340	A572 gr.50Tension	6-1.000	A325X				
8/1	Diag	L2 1/2x2 1/2x3/16	A36 Bolted	1-0.625	A325N	0.938	1.250	0.250	1.500
7/3	Leg	PIPE 6.625x0.432	A572 gr.50Tension	6-1.000	A325X				
7/3	Diag	L3x3x3/16	A36 Bolted	1-0.625	A325X	0.938	1.500	0.250	2.250
7/2	Leg	PIPE 6.625x0.432	A572 gr.50Tension	6-1.000	A325X				
7/2	Diag	L3x3x3/16	A36 Bolted	1-0.625	A325X	0.938	1.500	0.250	2.250
7/1	Leg	PIPE 6.625x0.432	A572 gr.50Tension	6-1.000	A325X				
7/1	Diag	L3x3x3/16	A36 Bolted	1-0.625	A325X	0.938	1.500	0.250	2.250
6/2	Leg	PIPE 6.625x0.432	A572 gr.50Tension	6-1.000	A325X				
6/2	Diag	L3x3x3/16	A36 Bolted	1-0.625	A325N	0.938	1.938	0.250	1.875
6/1	Leg	PIPE 6.625x0.432	A572 gr.50Tension	6-1.000	A325X				
6/1	Diag	L3x3x1/4	A529 gr.50Bolted	1-0.625	A325N	0.938	1.938	0.250	1.875
5/2	Leg	PIPE 8.625x0.375	A572 gr.50Tension	8-1.000	A325X				
5/2	Diag	L3x3x1/4	A529 gr.50Bolted	1-0.625	A325X	0.938	1.938	0.250	1.875
5/1	Leg	PIPE 8.625x0.375	A572 gr.50Tension	8-1.000	A325X				
5/1	Diag	L3 1/2x3 1/2x1/4	A529 gr.50Bolted	1-0.625	A325X	0.938	1.938	0.250	1.875
4/2	Leg	PIPE 8.625x0.375	A572 gr.50Tension	8-1.000	A325X				
4/2	Diag	L3 1/2x3 1/2x1/4	A529 gr.50Bolted	1-0.625	A325X	0.938	2.387	0.250	1.875
4/1	Leg	PIPE 8.625x0.375	A572 gr.50Tension	8-1.000	A325X				
4/1	Diag	L3 1/2x3 1/2x1/4	A529 gr.50Bolted	1-0.625	A325X	0.938	2.387	0.250	1.875
3/2	Leg	PIPE 8.625x0.500	A572 gr.50Tension	8-1.000	A325X				
3/2	Diag	L4x4x1/4	A529 gr.50Bolted	1-0.625	A325X	0.938	2.875	0.250	1.875
3/1	Leg	PIPE 8.625x0.500	A572 gr.50Tension	8-1.000	A325X				
3/1	Diag	L4x4x1/4	A529 gr.50Bolted	1-0.625	A325X	0.938	2.875	0.250	1.875
2/2	Leg	PIPE 8.625x0.500	A572 gr.50Tension	8-1.000	A325X				
2/2	Diag	L4x4x1/4	A529 gr.50Bolted	1-0.625	A325X	0.938	2.875	0.250	1.875
2/1	Leg	PIPE 8.625x0.500	A572 gr.50Tension	8-1.000	A325X				
2/1	Diag	L4x4x1/4	A529 gr.50Bolted	1-0.625	A325X	0.938	2.875	0.250	1.875
1/1	Leg	PIPE 8.625x0.500	A572 gr.50Tension	8-1.000	A325X				
1/1	Diag	PIPE 2.875x0.203	A572 gr.50Bolted	3-0.750	A325X	1.260	1.437	0.375	2.250
1/1	Horiz	PIPE 2.875x0.203	A572 gr.50Bolted	2-0.750	A325X	1.181	1.437	0.375	1.875
1/1	SecD1	PIPE 2.375x0.154	A572 gr.50Bolted	1-0.625	A325X	1.181	0.949	0.250	1.875
1/1	SecH1	PIPE 1.900x0.145	A572 gr.50Bolted	1-0.625	A325X	1.181	0.949	0.250	1.875
1/1	HipD1	PIPE 2.875x0.203	A572 gr.50Bolted	1-0.625	A325X	1.181	1.437	0.250	1.875
1/1	HipH1	PIPE 1.500x0.12	A572 gr.50Bolted	1-0.625	A325X	1.181	0.748	0.250	1.875
1/1	PlanH1	PIPE 2.375x0.154	A572 gr.50Bolted	1-0.625	A325X	1.181	1.100	0.250	1.875



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Contract: 060-6742 Revision: 0
Project: 250ft ROHN SSV Tower Site: LOTUS
Date and Time: 10/22/2009 8:55:19 AM Engineer: AMKW/DWG

Section D: TRANSMISSION LINE DATA

Transmission Lines Position

No.	Bot El (ft)	Top El (ft)	Desc.	Radius (ft)	Az.	Orient.	No.	No. of Rows	Part of Face	Vert.	Antenna
1	0.00	252.00	3/8 CABLE	-1.32	0.00	0.00	1	1	No	Yes	
2	220.00	250.00	LDF7P-50A	2.14	60.00	10.00	12	1	Yes-Out	No	
3	0.00	250.00	TX Ladder	12.43	60.00	10.00	1	1	Yes-Out	No	
4	0.00	240.00	LDF7P-50A	12.43	180.00	130.00	12	1	Yes-Out	No	
5	0.00	240.00	TX Ladder	12.43	180.00	130.00	1	1	Yes-Out	No	
6	0.00	230.00	LDF7P-50A	12.43	300.00	250.00	12	1	Yes-Out	No	
7	0.00	230.00	TX Ladder	12.43	300.00	250.00	1	1	Yes-Out	No	
8	0.00	220.00	LDF7P-50A	12.43	60.00	10.00	24	2	Yes-Out	No	

Transmission Lines Details

No.	Desc.	Width (in)	Depth (in)	Unit Mass (lb/ft)	Line Spacing (in)	Row Spacing (in)
1	3/8 CABLE	0.38	0.38	1.00	2.750	2.750
2	LDF7P-50A	2.01	2.01	0.92	2.225	2.750
3	TX Ladder	4.70	1.50	4.00	2.750	2.750
4	LDF7P-50A	2.01	2.01	0.92	2.225	2.750
5	TX Ladder	4.70	1.50	4.00	2.750	2.750
6	LDF7P-50A	2.01	2.01	0.92	2.225	2.750
7	TX Ladder	4.70	1.50	4.00	2.750	2.750
8	LDF7P-50A	2.01	2.01	0.92	2.225	2.750

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Project: 250ft ROHN SSV Tower
Date and Time: 10/22/2009 8:55:19 AM

Revision: 0
Site: LOTUS
Engineer: AMKW/DWG

Section F: POINT LOAD DATA

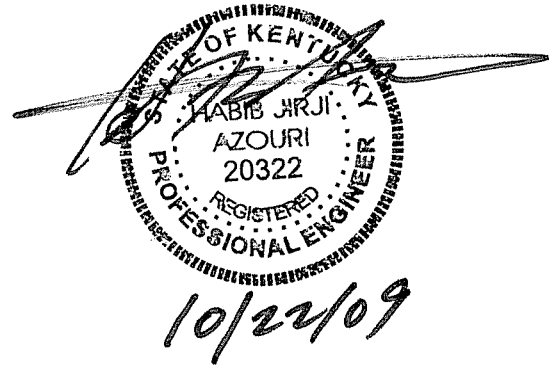
Structure Azimuth from North:0.00

POINT LOADS

No.	Description	Elev. (ft)	Radius (ft)	Azim. (Deg)	Orient. (Deg)	Vertical Offset (ft)	Tx Line	Comments
1	Carrier # 1	250.00	1.00	0.0	0.0	0.00		
2	Carrier # 2	240.00	0.00	0.0	0.0	0.00		
3	Carrier # 3	230.00	0.00	0.0	0.0	0.00		
4	Carrier # 4	220.00	0.00	0.0	0.0	0.00		

POINT LOADS WIND AREAS AND WEIGHTS

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



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Contract: 060-6742
Project: 250ft ROHN SSV Tower
Date and Time: 10/22/2009 8:55:19 AM

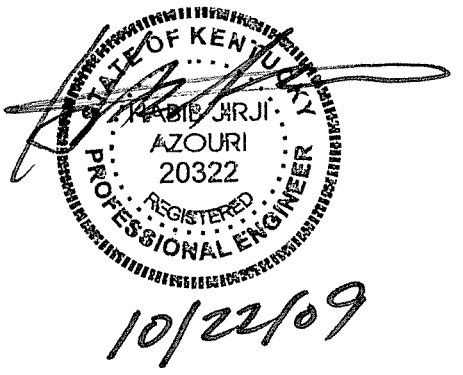
Revision: 0
Site: LOTUS
Engineer: AMKW/DWG

Section H: STRUCTURE DISPLACEMENT DATA

Load Combination Max Envelope

Wind Direction Maximum displacements

Node	Elev. (ft)	N-S Disp (in)	W-E Disp (in)	Vert.Disp (in)	N-S Rot (Deg)	W-E Rot (Deg)	Twist (Deg)
117	252.0	39.5	38.5	-0.2	1.79	-1.75	0.14
114	248.0	38.0	37.1	-0.2	1.78	1.75	0.14
111	244.0	36.5	35.6	-0.2	1.79	-1.75	0.13
108	240.0	35.0	34.1	-0.2	1.74	1.71	0.10
105	236.0	33.5	32.7	-0.2	1.77	-1.73	-0.12
102	232.0	32.0	31.2	-0.2	1.66	-1.63	0.09
99	228.0	30.6	29.9	-0.2	1.70	-1.67	0.13
96	224.0	29.2	28.5	-0.1	1.52	-1.48	0.09
93	220.0	27.9	27.2	-0.1	1.57	1.54	0.13
90	216.0	26.6	-25.9	-0.1	1.40	-1.37	0.08
87	212.0	25.4	24.8	-0.1	1.47	-1.44	0.11
84	208.0	24.2	23.6	-0.1	1.30	1.27	0.07
81	204.0	23.1	-22.5	-0.1	1.37	-1.34	0.09
78	200.0	22.0	21.4	-0.1	1.21	-1.18	0.06
75	195.0	20.7	20.2	-0.1	1.25	1.23	0.07
72	190.0	19.4	18.9	-0.1	1.11	1.09	0.05
69	185.0	18.2	17.7	-0.1	1.16	1.13	0.06
66	180.0	17.0	-16.6	-0.1	1.02	-0.99	0.05
63	173.3	15.6	-15.2	-0.1	1.01	-0.99	0.04
60	166.7	14.2	-13.8	-0.1	0.89	-0.87	0.04
57	160.0	12.9	-12.6	-0.1	0.89	0.87	0.03
54	153.3	11.7	-11.4	-0.1	0.78	-0.76	0.03
51	146.7	10.6	10.3	-0.1	0.78	0.76	0.03
48	140.0	9.5	9.2	-0.1	0.67	0.66	0.03
45	133.3	8.6	-8.3	-0.1	0.68	-0.67	0.02
42	126.7	7.6	7.4	-0.1	0.59	-0.58	0.02
39	120.0	6.8	6.6	-0.1	0.58	0.56	0.02
36	110.0	5.6	-5.4	-0.1	0.47	-0.46	0.03
33	100.0	4.6	-4.4	-0.1	0.45	-0.44	0.01
30	90.0	3.6	3.5	-0.1	0.36	0.35	0.02
27	80.0	2.9	-2.8	-0.1	0.35	-0.33	0.01
24	70.0	2.2	-2.1	-0.1	0.26	0.26	0.02
21	60.0	1.6	-1.5	0.0	0.25	-0.24	0.01
18	50.0	1.1	1.1	0.0	0.18	0.18	0.01
15	40.0	0.7	-0.7	0.0	0.17	-0.16	0.01
12	30.0	0.4	-0.3	0.0	0.11	-0.10	0.01
8	20.0	0.1	-0.1	0.0	0.03	-0.03	0.00
3	0.0	0.0	0.0	0.0	0.00	0.00	0.00



File: W:\Jobs\2009\060-6742\060-6742.out
Contract: 060-6742 Revision: 0
Project: 250ft ROHN SSV Tower Site: LOTUS
Date and Time: 10/22/2009 8:55:19 AM Engineer: AMKW/DWG

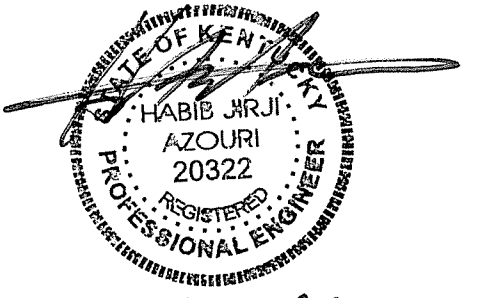
Section L: STRENGTH ASSESSMENT SORTED DATA
Load Combination Max Envelope
Wind Direction Maximum

Sec	Pnl	Elev (ft)	MType	Desc.	Len (ft)	kl/r	Gov. comp. cap. (Kips)	Gov. tens. cap. (Kips)	Max Compr. (Kips)	Max Tens. (Kips)	Asses. Ratio
13	3	248.00	Leg	PIPE 2.875x0.203	4.00	45.6	56.8	68.1	2.2	0.9	0.04
13	2	244.00	Leg	PIPE 2.875x0.203	4.00	45.6	56.8	68.1	5.0	3.2	0.09
13	1	240.00	Leg	PIPE 2.875x0.203	4.00	45.6	56.8	68.1	10.9	8.6	0.19
12	5	236.00	Leg	PIPE 3.500x0.216	4.00	37.2	78.0	89.3	16.8	13.4	0.22
12	4	232.00	Leg	PIPE 3.500x0.216	4.00	41.5	76.2	89.3	28.9	24.7	0.38
12	3	228.00	Leg	PIPE 3.500x0.216	4.00	41.5	76.2	89.3	37.4	32.6	0.49
12	2	224.00	Leg	PIPE 3.500x0.216	4.00	41.5	76.2	89.3	53.8	47.4	0.71
12	1	220.00	Leg	PIPE 3.500x0.216	4.00	35.1	78.9	89.3	65.9	59.5	0.84
11	5	216.00	Leg	PIPE 4.500x0.337	4.01	29.2	160.4	176.5	80.8	72.5	0.50
11	4	212.00	Leg	PIPE 4.500x0.337	4.01	32.6	157.9	176.5	93.1	84.0	0.59
11	3	208.00	Leg	PIPE 4.500x0.337	4.01	32.6	157.9	176.5	102.6	93.3	0.65
11	2	204.00	Leg	PIPE 4.500x0.337	4.01	32.6	157.9	176.5	112.7	102.7	0.71
11	1	200.00	Leg	PIPE 4.500x0.337	4.01	27.5	161.6	176.5	120.9	110.5	0.75
10	4	195.00	Leg	PIPE 5.563x0.375	5.01	30.0	221.3	184.4	130.8	119.6	0.65
10	3	190.00	Leg	PIPE 5.563x0.375	5.01	32.7	218.6	184.4	140.0	128.2	0.70
10	2	185.00	Leg	PIPE 5.563x0.375	5.01	32.7	218.6	184.4	149.8	137.2	0.74
10	1	180.00	Leg	PIPE 5.563x0.375	5.01	28.7	222.7	184.4	158.2	144.9	0.79
9	3	173.33	Leg	PIPE 5.563x0.375	6.68	40.9	209.5	184.4	168.4	154.1	0.84
9	2	166.67	Leg	PIPE 5.563x0.375	6.68	43.6	206.3	184.4	178.6	163.3	0.89
9	1	160.00	Leg	PIPE 5.563x0.375	6.68	39.6	211.1	184.4	189.3	172.8	0.94
8	3	153.33	Leg	PIPE 6.625x0.340	6.68	33.8	238.8	268.7	198.5	181.0	0.83
8	2	146.67	Leg	PIPE 6.625x0.340	6.68	36.1	236.2	268.7	208.1	189.5	0.88
8	1	140.00	Leg	PIPE 6.625x0.340	6.68	32.7	240.1	268.7	216.6	196.9	0.90
7	3	133.33	Leg	PIPE 6.625x0.432	6.68	34.2	298.7	276.6	226.2	205.1	0.76
7	2	126.67	Leg	PIPE 6.625x0.432	6.68	36.5	295.3	276.6	235.0	212.7	0.80
7	1	120.00	Leg	PIPE 6.625x0.432	6.68	33.1	300.3	276.6	244.6	220.9	0.81
6	2	110.00	Leg	PIPE 6.625x0.432	10.02	52.5	268.8	276.6	255.1	229.8	0.95
6	1	100.00	Leg	PIPE 6.625x0.432	10.02	51.4	270.8	276.6	268.8	241.3	0.99
5	2	90.00	Leg	PIPE 8.625x0.375	10.02	39.6	335.8	368.8	281.2	251.7	0.84
5	1	80.00	Leg	PIPE 8.625x0.375	10.02	38.7	337.3	368.8	295.0	263.0	0.87
4	2	70.00	Leg	PIPE 8.625x0.375	10.02	39.6	335.8	368.8	307.9	273.7	0.92
4	1	60.00	Leg	PIPE 8.625x0.375	10.02	38.7	337.3	368.8	321.5	284.8	0.95
3	2	50.00	Leg	PIPE 8.625x0.500	10.02	39.6	440.8	368.8	334.5	295.3	0.80
3	1	40.00	Leg	PIPE 8.625x0.500	10.02	39.6	440.8	368.8	348.1	306.0	0.83
2	2	30.00	Leg	PIPE 8.625x0.500	10.02	39.6	440.8	368.8	360.6	315.8	0.86
2	1	20.00	Leg	PIPE 8.625x0.500	10.02	39.6	440.8	368.8	373.6	325.8	0.88
1	1	0.00	Leg	PIPE 8.625x0.500	20.06	39.6	440.8	368.8	381.0	329.7	0.89
13	3	248.00	Diag	L1 3/4x1 3/4x3/16	6.13	101.0	8.6	6.0	1.1	1.3	0.22
13	2	244.00	Diag	L1 3/4x1 3/4x3/16	6.13	101.0	8.6	6.0	2.8	2.5	0.42
13	1	240.00	Diag	L1 3/4x1 3/4x3/16	6.13	101.0	8.6	6.0	2.7	2.9	0.49
12	5	236.00	Diag	L2x2x1/4	6.14	91.1	12.3	9.1	5.1	4.8	0.53
12	4	232.00	Diag	L2x2x1/4	6.16	91.3	12.3	9.1	4.9	5.2	0.57
12	3	228.00	Diag	L2x2x1/4	6.18	91.6	12.3	9.1	6.4	6.1	0.67
12	2	224.00	Diag	L2x2x1/4	6.19	91.8	12.3	9.1	6.7	6.9	0.77
12	1	220.00	Diag	L2x2x1/4	6.21	92.0	12.3	9.1	7.2	6.9	0.76
11	5	216.00	Diag	L2x2x3/16	6.38	95.3	8.6	6.8	5.7	5.3	0.82
11	4	212.00	Diag	L2x2x3/16	6.71	99.4	8.6	6.8	5.3	5.0	0.79
11	3	208.00	Diag	L2x2x3/16	7.04	103.5	8.6	6.8	5.1	5.0	0.74

STATE OF KENTUCKY
HABIB JIRJI AZOURI
20322
REGISTERED
PROFESSIONAL ENGINEER
10/22/09

File: W:\Jobs\2009\060-6742\060-6742.out
Contract: 060-6742 Revision: 0
Project: 250ft ROHN SSV Tower Site: LOTUS
Date and Time: 10/22/2009 8:55:19 AM Engineer: AMKW/DWG

11	2	204.00	Diag	L2x2x3/16	7.39	107.7	8.6	6.8	4.9	4.9	0.72
11	1	200.00	Diag	L2x2x3/16	7.74	111.9	8.6	6.8	4.8	4.7	0.69
10	4	195.00	Diag	L2x2x3/16	8.67	122.0	8.6	6.8	5.0	5.1	0.75
10	3	190.00	Diag	L2x2x3/16	9.08	128.7	8.5	6.8	5.0	4.9	0.72
10	2	185.00	Diag	L2x2x3/16	9.50	135.4	7.7	6.8	4.8	4.9	0.72
10	1	180.00	Diag	L2x2x3/16	9.93	142.2	7.0	6.8	4.9	4.8	0.70
9	3	173.33	Diag	L2x2x1/4	11.33	164.5	6.9	9.1	5.2	5.3	0.75
9	2	166.67	Diag	L2x2x1/4	11.88	173.2	6.2	9.1	5.2	5.1	0.84
9	1	160.00	Diag	L2x2x1/4	12.44	182.0	5.6	9.1	5.2	5.2	0.91
8	3	153.33	Diag	L2 1/2x2 1/2x3/16	13.02	150.7	7.9	6.8	5.0	4.9	0.72
8	2	146.67	Diag	L2 1/2x2 1/2x3/16	13.62	158.2	7.2	6.8	5.0	5.1	0.74
8	1	140.00	Diag	L2 1/2x2 1/2x3/16	14.23	165.9	6.5	6.8	5.2	5.1	0.80
7	3	133.33	Diag	L3x3x3/16	14.84	143.7	10.5	6.8	5.5	5.6	0.82
7	2	126.67	Diag	L3x3x3/16	15.44	149.9	9.7	6.8	5.8	5.7	0.83
7	1	120.00	Diag	L3x3x3/16	16.04	156.1	8.9	6.8	5.8	5.9	0.87
6	2	110.00	Diag	L3x3x3/16	18.40	181.4	6.6	6.8	6.4	6.3	0.97
6	1	100.00	Diag	L3x3x1/4	19.27	190.4	7.9	8.6	6.5	6.6	0.82
5	2	90.00	Diag	L3x3x1/4	20.15	197.3	7.4	10.2	7.1	7.0	0.96
5	1	80.00	Diag	L3 1/2x3 1/2x1/4	21.03	176.3	10.8	10.2	7.3	7.3	0.72
4	2	70.00	Diag	L3 1/2x3 1/2x1/4	21.92	184.1	9.9	10.2	7.6	7.5	0.77
4	1	60.00	Diag	L3 1/2x3 1/2x1/4	22.81	192.0	9.1	10.2	7.8	7.8	0.86
3	2	50.00	Diag	L4x4x1/4	23.71	172.3	12.3	10.2	8.1	8.1	0.79
3	1	40.00	Diag	L4x4x1/4	24.62	179.2	12.0	10.2	8.3	8.3	0.82
2	2	30.00	Diag	L4x4x1/4	25.56	186.3	11.1	10.2	8.1	8.0	0.79
2	1	20.00	Diag	L4x4x1/4	26.53	193.6	10.3	10.2	8.3	8.3	0.82
1	1	0.00	Diag	PIPE 2.875x0.203	24.33	142.7	16.6	53.0	10.1	10.1	0.61
1	1	0.00	Horiz	PIPE 2.875x0.203	12.55	151.3	14.8	35.3	6.7	5.7	0.45
1	1	0.00	SecH1	PIPE 1.900x0.145	6.27	120.8	10.9	12.3	5.7	5.7	0.52
1	1	0.00	SecD1	PIPE 2.375x0.154	11.48	175.0	7.0	12.3	5.8	5.8	0.83
1	1	0.00	HipH1	PIPE 1.500x0.12	6.27	153.6	4.4	12.3	0.2	0.2	0.03
1	1	0.00	HipD1	PIPE 2.875x0.203	15.06	190.8	9.3	12.3	0.1	0.1	0.01
1	1	0.00	PlanH1	PIPE 2.375x0.154	12.55	191.3	5.9	12.3	0.1	0.1	0.01



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Contract: 060-6742
Project: 250ft ROHN SSV Tower
Date and Time: 10/22/2009 8:55:19 AM

Revision: 0
Site: LOTUS
Engineer: AMKW/DWG

Section N: LEG REACTION DATA

Load Combination: Max Envelope
Wind Direction: Maximum

Force-Y Download (Kips)	Force-Y Uplift (Kips)	Shear-X (Kips)	Shear-Z (Kips)	Max Shear (Kips)
396.18	341.73			38.17

10/22/09

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Contract: 060-6742 Revision: 0
Project: 250ft ROHN SSV Tower Site: LOTUS
Date and Time: 10/22/2009 8:55:19 AM Engineer: AMKW/DWG

Section O: TOWER FOUNDATION DATA

Load Combination Max Envelope
Wind Direction Maximum

Axial Load (Kips)	Shear Load-X (Kips)	Shear Load-Z (Kips)	Total Shear (Kips)	Moment-X (Kipsft)	Moment-Y (Kipsft)	Moment-Z (Kipsft)	Total Moment (Kipsft)
56.52	-60.41	0.00	60.41	0.00	0.00	9045.67	9045.67
56.52	30.20	-52.33	60.42	-7832.12	3.11	-4519.91	9042.77

10/22/09

AMERICAN TOWER®

CORPORATION

8505 FREEPORT PARKWAY
SUITE 135
IRVING, TX 75063
PHONE: (972) 999-8900 / FAX: (972) 999-8940

273638 - LOTUS KY, KY

PROJECT DESCRIPTION:

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

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

PROJECT SUMMARY

CUSTOMER: OPERATIONS STRUCTURAL

SITE NUMBER: 273638

SITE NAME: LOTUS KY, KY

SITE ADDRESS: 6628 CLERMONT RD.
COX'S CREEK, KY 40013

PROPERTY OWNER: AMERICAN TOWER CORPORATION

ATC JOB NUMBER: 44137972A

DATE: 10/28/09

REVISION: 0

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

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

FABRICATION DRAWING INDEX		
DRAWING NUMBER	DRAWING TITLE	REVISION

BILL OF MATERIALS

QUANTITY REQUIRED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	LENGTH	DRAWING NUMBER	WEIGHT (lbs)	COMMENTS
			REBARS				
33		--	#4 REBARS, GRADE 40	11'-9 1/2"	A-1,A-2	260	
60		--	#8 REBARS, GRADE 60	6'-6 1/2"	A-1,A-2	1048	
152		--	#8 REBARS, GRADE 60	37'-6"	A-1,A-2	15219	

TOTAL WEIGHT: 16527

PAGE 1 OF 1

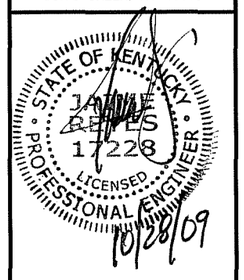
AMERICAN TOWER®
STRUCTURAL ENGINEERING
8505 FREEPORT PARKWAY
SUITE 135
IRVING, TX 75063
(972) 999-8900 Tel.
(972) 999-8940 Fax
NYSE: AMT

REV.	DESCRIPTION	BY	DATE
0	FIRST ISSUE	CAB	10/28/09

SITE NUMBER:
273638

SITE NAME:
LOTUS KY, KY

SITE ADDRESS:
6628 CLERMONT RD.
COX'S CREEK, KY 40013



DRAWN BY:	CAB
CHECKED BY:	HMA
APPROVED BY:	AP
DATE DRAWN:	10/28/09
ATC JOB NO:	44137972A

SHEET TITLE:
BILL OF MATERIALS

SHEET NUMBER:	REV #
BOM	0

GENERAL

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

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

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

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

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

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

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

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

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

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

APPLICABLE CODES AND STANDARDS

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

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

3. ACI 318: AMERICAN CONCRETE INSTITUTE, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, 318-05.

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. STRUCTURAL CONNECTIONS TO BE ASSEMBLED AND INSPECTED IN ACCORDANCE WITH RCSC-2004 (SPECIFICATIONS FOR STRUCTURAL JOINTS USING ASTM A325 OR ASTM A490 BOLTS).

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

STRUCTURAL STEEL

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

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

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

WELDING

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

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

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

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

PAINT

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

BOLT TIGHTENING PROCEDURE

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

BOLT LENGTHS UP TO AND INCLUDING FOUR DIA.

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

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

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

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

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

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

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

SPECIAL INSPECTION

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

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

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NYSE: AMT

REV.	DESCRIPTION	BY	DATE
0	FIRST ISSUE	CAB	10/28/09

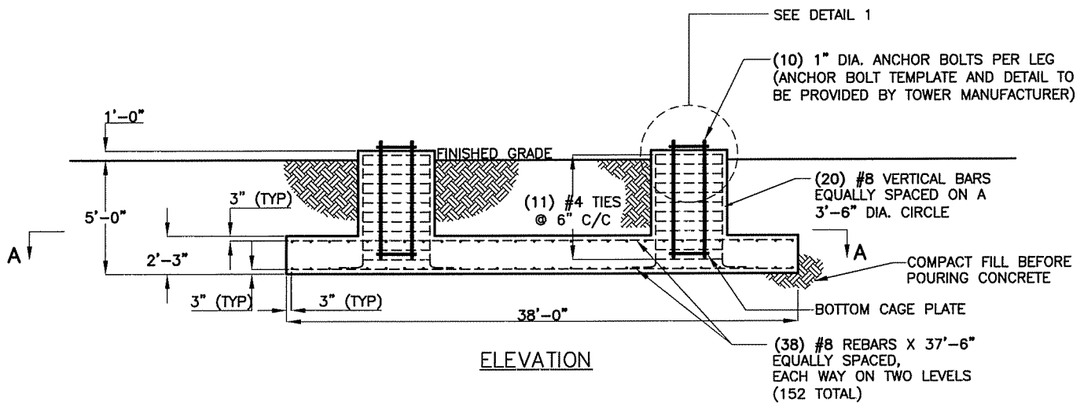
SITE NUMBER:
273638
SITE NAME:
LOTUS KY, KY
SITE ADDRESS:
6628 CLERMONT RD.
COX'S CREEK, KY 40013

STATE OF KENTUCKY · JAIME REYES · 17228 · LICENSED PROFESSIONAL ENGINEER · 10/28/09

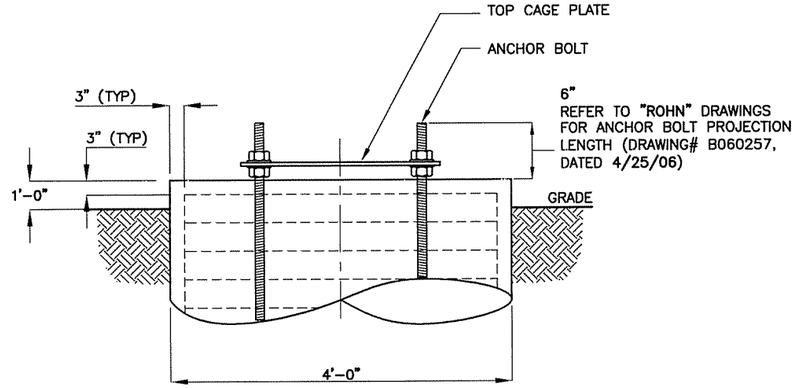
DRAWN BY:	CAB
CHECKED BY:	HMA
APPROVED BY:	AP
DATE DRAWN:	10/28/09
ATC JOB NO:	44137972A

SHEET TITLE:
IBC GENERAL NOTES

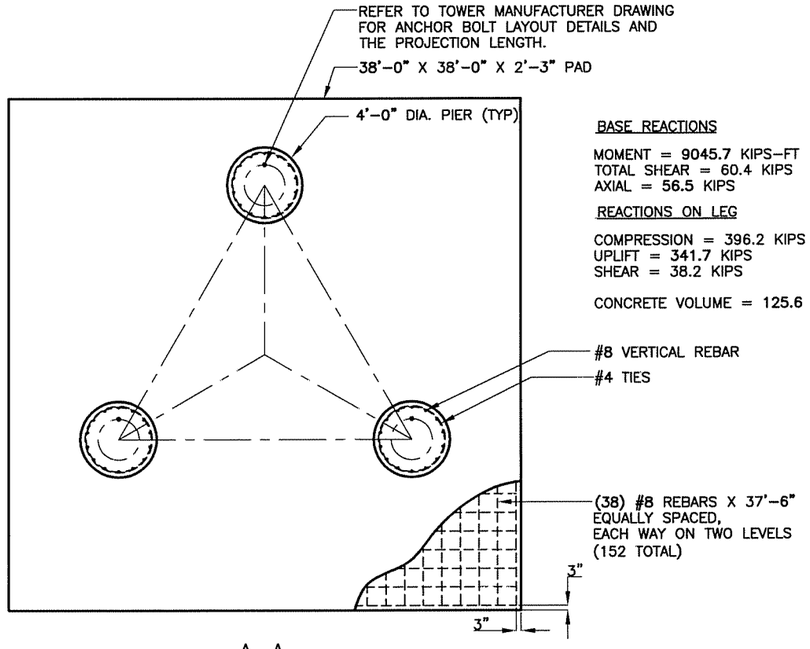
SHEET NUMBER:	REV #:
IGN	0



ELEVATION



DETAIL 1



A–A

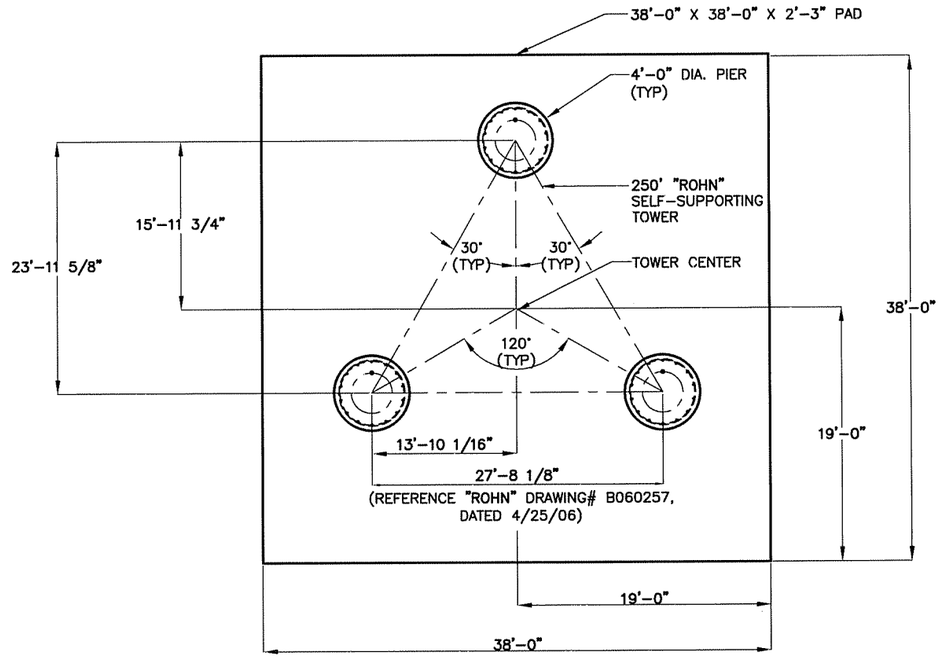
BASE REACTIONS

MOMENT = 9045.7 KIPS–FT
TOTAL SHEAR = 60.4 KIPS
AXIAL = 56.5 KIPS

REACTIONS ON LEG

COMPRESSION = 396.2 KIPS
UPLIFT = 341.7 KIPS
SHEAR = 38.2 KIPS

CONCRETE VOLUME = 125.6 CUBIC YARDS



PLAN VIEW

NOTES

1. FOUNDATION DESIGNED FOR A "ROHN" 250' SELF-SUPPORTING TOWER (ENG. FILE# 060-6742, DRAWING# A090861, DATED 10/22/09). REFERENCE TOWER MANUFACTURER DRAWINGS FOR ANCHOR BOLT INSTALLATION REQUIREMENTS.
2. FOUNDATION DESIGN REACTIONS WERE OBTAINED FROM TOWER MANUFACTURER DESIGN DRAWINGS (ENG. FILE# 060-6742, DRAWING# A090861, DATED 10/22/09).
3. FOUNDATION DESIGN WAS BASED ON SOIL REPORT PROVIDED BY "TERRACON" WITH PROJECT# 57097327, DATED 9/10/09. REFERENCE THE SOIL REPORT FOR ADDITIONAL CONSIDERATIONS AND REQUIREMENTS.
4. DUE TO THE PRESENCE OF BED ROCK (RQD=40%) AT APRROX. 2 FT. BELOW THE GRADE SURFACE, THE USE OF HEAVY TOOLS, EQUIPMENT OR ROCK BITS WILL BE REQUIRED IN CONSTRUCTIONS.
5. CONCRETE SLUMP: 2"~4"
6. FOUNDATION BASE SHOULD REST ON FIRM AND LEVELED SURFACE.
7. ELEVATION AT THE TOPS OF ALL THREE PIERS TO BE WITHIN ± 1/4" OF EACH OTHER.

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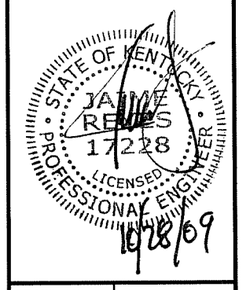
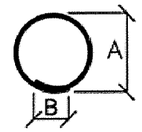


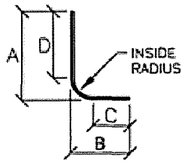
DRAWN BY:	CAB
CHECKED BY:	HMA
APPROVED BY:	AP
DATE DRAWN:	10/28/09
ATC JOB NO:	44137972A

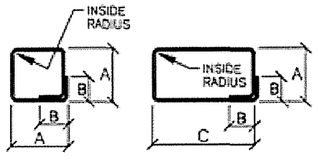
SHEET TITLE:
PIER AND PAD FOUNDATION DETAILS (PRIMARY DESIGN)

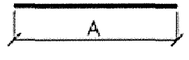
SHEET NUMBER:	REV #:
A-1	0

QTY REQ'D	REBAR SIZE	LENGTH	TOTAL WEIGHT (LBS)	TYPE	BENDING DIAGRAM
-	-	-	-	ROUND TIE	A: 3'-6", B: 11"
33	#4	11 '-9 1/2"	260		
-	-	-	-	90° BEND VERTICAL	A: 5'-3", B: 1'-6", C: 1'-2", D: 4 '-11", INSIDE RAD.: 3"
60	#8	6 '-6 1/2"	1048		
-	-	-	-	SQUARE OR RECTANGULAR TIE	A: INSIDE RAD.
152	#8	37 '-6"	15219	STRAIGHT	A: 37 '-6"









GENERAL FOUNDATION CONSTRUCTION NOTES

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

FOUNDATION AND ANCHOR TOLERANCES

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

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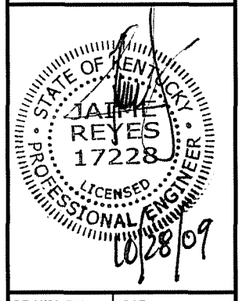


DRAWN BY:	CAB
CHECKED BY:	HMA
APPROVED BY:	AP
DATE DRAWN:	10/28/09
ATC JOB NO:	44137972A

SHEET TITLE:
BAR LIST FOR REINFORCING STEEL AND GENERAL NOTES

SHEET NUMBER: A–2
REV #: 0

Exhibit E

Terracon

September 10, 2009

Nsoro MasTec, LLC
10830 Penion Drive
Louisville, Kentucky 40299

Attention: Chad Goughnour

Re: Geotechnical Engineering Report
Proposed 250' Self Supporting Tower
Site Name: Lotus
Site Number: 263P0427
6628 Clermont Road
Cox's Creek, Bullitt County, Kentucky
Terracon Project No. 57097327

Dear Mr. Goughnour,

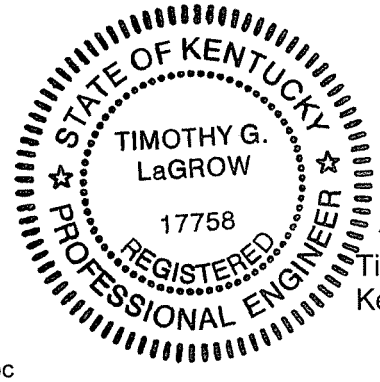
The results of our subsurface exploration are attached. The purpose of this exploration was to obtain information on subsurface conditions at the proposed project site and, based on this information, to provide recommendations regarding the design and construction of foundations for the proposed tower.

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



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

n:\Projects\2009\57097327\Geo\G57097327.doc
Attachments: Geotechnical Engineering Report

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

TABLE OF CONTENTS

GEOTECHNICAL ENGINEERING REPORT

PROPOSED LOTUS TOWER
6628 CLERMONT ROAD
COX'S CREEK, BULLITT COUNTY, KENTUCKY

TERRACON PROJECT NO. 57097327
September 10, 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 17 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 250-foot self supporting tower. Exact tower loads are not available, but based on our past experience are anticipated to be as follows:

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

A small, lightly loaded equipment building 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 moderately sloping, grass field. Existing grades within the 100-foot by 100-foot tower leasehold area reportedly vary between about El. 633 to El. 641. Based on existing topography, and assuming the entire site will not be graded, we anticipate about three 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 17 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 truck-mounted rotary drill rig initially using hollow stem augers to advance the borehole. Soil sampling was attempted within the augers by the split-barrel sampling procedure, however due to shallow auger refusal at about 2 feet, no soil samples were obtained.

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

Due to shallow bedrock found at this site, no laboratory testing was performed on overburden materials. Representative samples of rock core were tested for unconfined compressive strength and density. Results of these tests are provided on the boring log at the appropriate horizon.

Classification and descriptions of rock core samples are in accordance with the enclosed General Notes, and are based on visual and tactile observations. Petrographic analysis of thin sections may indicate other rock types. Percent recovery and rock quality designation

(RQD) were calculated for these samples and are noted at their depths of occurrence on the boring log.

4.0 EXPLORATORY FINDINGS

4.1 Subsurface Conditions

Conditions encountered at the boring location are indicated on the boring log. Stratification boundaries on the boring log represent the approximate location of changes in soil and rock 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 two inches of topsoil, the boring encountered silty clay and weathered limestone extending to auger refusal at about 2 feet below grade. The weathered limestone exhibited a hard consistency based on standard penetration test (N) values greater then 50 blows per foot (bpf).

Rock coring techniques were employed to sample the refusal materials. The core sample to a depth of about 11 feet consisted of moderately to severely weathered, thin to very thin bedded limestone with shale lenses. Following the limestone, a moderately weathered thin bedded shale with interbedded sandstone lenses was encountered. Core recovery varied from 80 to 100 percent. Bedrock quality is considered poor to fair as defined by RQD values ranging from 40 to 63 percent. Coring operations were terminated at a depth of approximately 17 feet below existing grade.

4.2 Site Geology

A review of the Geologic Map of Samuels, Kentucky Quadrangle, Kentucky published by the United States Geological Survey (1969) indicates that the site is underlain by the Beechwood Limestone Member and New Albany Shale. The Beechwood Limestone Member is light-gray to light greenish-gray and weathers moderate yellowish brown to dark yellowish orange. New Albany shale is silty and olive-black to grayish-black and weathers pale yellowish brown to very light gray.

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, $\&_{50}$ (in/in)
0 - 2	Topsoil, silty clay and weathered limestone	Ignore	Ignore	Ignore	-	-	Ignore	Ignore
2 - 5	Limestone wit h thick clay zone	375	2,000	1,000	0	1,000	80	0.009
5 - 11	Limestone wit h shale lenses	3,500***	15,000	7,000***	0	70,000***	3,000	0.00001
11 – 17	Shale with interbedded sandstone lenses.	3,000	15,000	6,000	0	60,000	3,000	0.00001

* Pier inspection is recommended to adjust pier length if variable soil/rock conditions are encountered.
** A total unit weight of 130, 160 and 155 pcf can be estimated for three different strata (limestone with clay, limestone and shale), respectively.
*** The pier should be embedded a minimum of 3 feet into the competent limestone 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 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 silty clay and weathered limestone 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. Limestone that required rock coring was encountered in our boring below a depth of about 2 feet, but competent bedrock was not encountered until about 5 feet below grade. Depth to competent rock will likely 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 in the foundation design. 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 weathered bedrock/engineered granular 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 weathered limestone bedrock, competent rock, or well-graded crushed stone placed over bedrock 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 δ	Vertical Modulus of Subgrade Reaction (pci)
0 – 2	Topsoil and Clay	Ignore	Ignore	-	
≥ 2	Limestone Bedrock or Crushed Stone Fill over Limestone Bedrock	4,000	--	0.5	150

To assure that existing 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 building may be supported on shallow footings bearing on firm natural soils, limestone bedrock or new engineered fill. We recommend the equipment building foundations 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 recommended soil bearing value should be considered an upper limit, and any value less than that listed above would be acceptable for the foundation system. Using the value given, it is our opinion that total settlement will be about 1 inch or less with differential settlements being less than 75 percent of total settlement. Footings should be placed at a depth of 1.5 feet, or greater, below finished exterior grade for protection against frost damage.

Equipment cabinets may be supported on ground supported concrete slabs. The slabs should bear on firm soils. Any soft, wet, unsuitable soils present in the pad area should be undercut or stabilized in-place prior to pad construction. If necessary, the slabs may be supported on a compacted layer of free draining, granular subbase material to help distribute concentrated loads and act as a capillary break beneath the slab. The slabs should be appropriately reinforced to support the proposed equipment loads.

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. It is recommended that during construction any 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

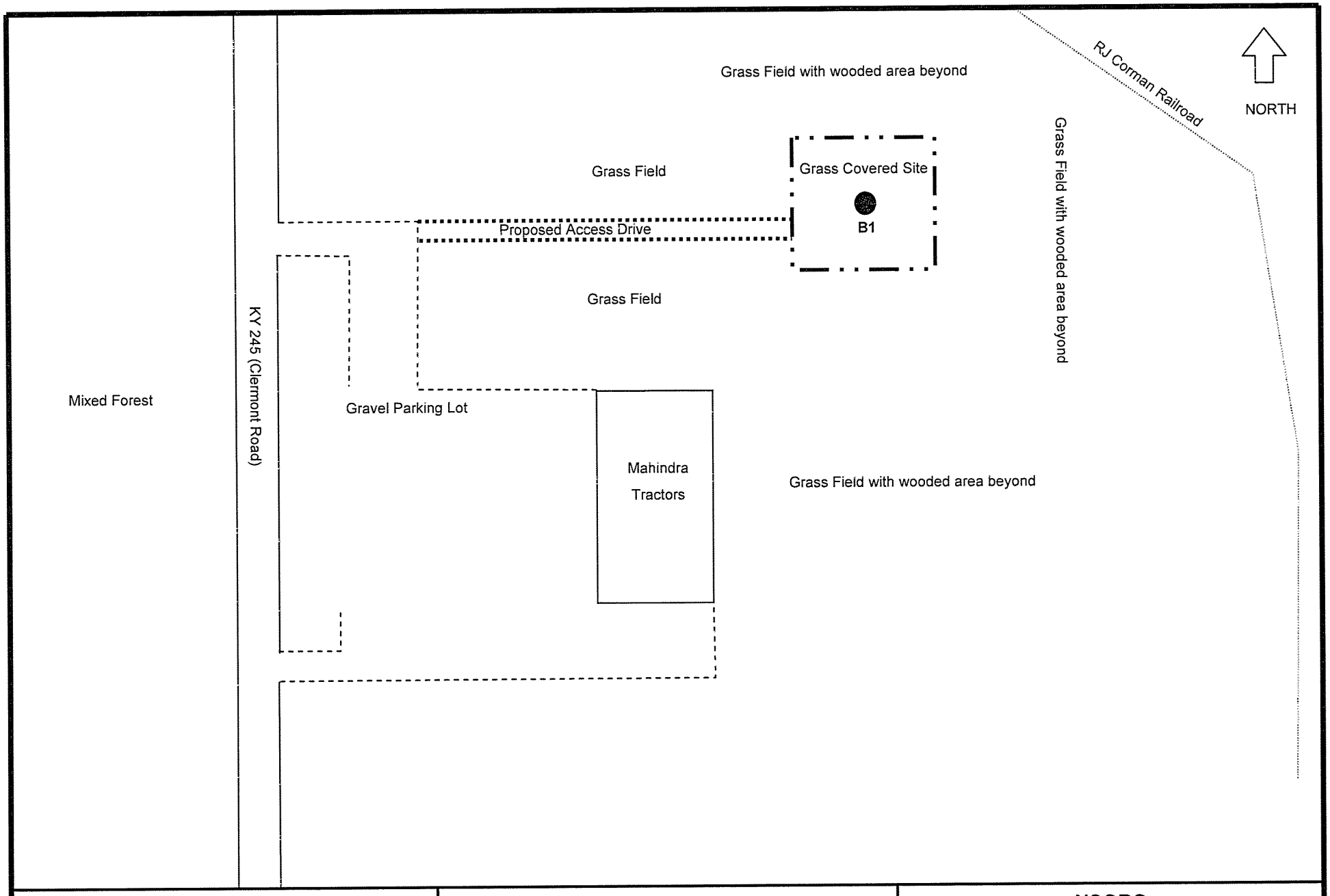


Figure 1

BORING LOCATION PLAN

SCALE: NTS

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NSORO
Lotus
Cox's Creek, Kentucky
PROJECT NO. 57097327

LOG OF BORING NO. B-1

CLIENT **Nsoro Mastec, LLC**

SITE **6628 Clermont Road, Cox's Creek, Kentucky**

PROJECT **250' Self Support Tower, Lotus Site**

Approx. Surface Elev.: 641 ft

GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES SPT - N BLOWS / ft.	TESTS WATER CONTENT, %	TESTS DRY UNIT WT pcf	TESTS UNCONFINED STRENGTH, psf
	0.2 **TOPSOIL** 641									
	1 **SILTY CLAY**, brown 640									
	WEATHERED LIMESTONE			1	SS	0	50/0"			
	2 639									
	Auger refusal at 2 feet began coring			R-1	DB	80%	RQD 40%		160	5470 psi
	LIMESTONE with shale lenses, moderately to severely weathered, moderately hard, thin to very thin bedded	5								
	clay from 3.2 to 5.2 feet								160	3410 psi
	11 630	10								
	SHALE with interbedded sandstone lenses, moderately weathered, moderately hard, thin bedded			R-2	DB	100%	RQD 63%		155	1460 psi
	17 624	15								
	Boring terminated at 17 feet									

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	

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BORING STARTED	8-21-09		
BORING COMPLETED	8-21-09		
RIG	CME 55	FOREMAN	PC
APPROVED	BK	JOB #	57097327

BOREHOLE 99 57097327 BORING LOGS.GPJ TERRACON.GDT 9/10/09

GENERAL NOTES

DRILLING & SAMPLING SYMBOLS:

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

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

WATER LEVEL MEASUREMENT SYMBOLS:

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

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

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

CONSISTENCY OF FINE-GRAINED SOILS

Unconfined Compressive Strength, Qu, psf	Standard Penetration or N-value (SS) Blows/Ft.	Consistency
< 500	<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

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

RELATIVE PROPORTIONS OF SAND AND GRAVEL

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

GRAIN SIZE TERMINOLOGY

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

RELATIVE PROPORTIONS OF FINES

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

PLASTICITY DESCRIPTION

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

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GENERAL NOTES

Description of Rock Properties

WEATHERING

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

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

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

Joint, Bedding and Foliation Spacing in Rock[a]

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

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

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

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

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UNIFIED SOIL CLASSIFICATION SYSTEM

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

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

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

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

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

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

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

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

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

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

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

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

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

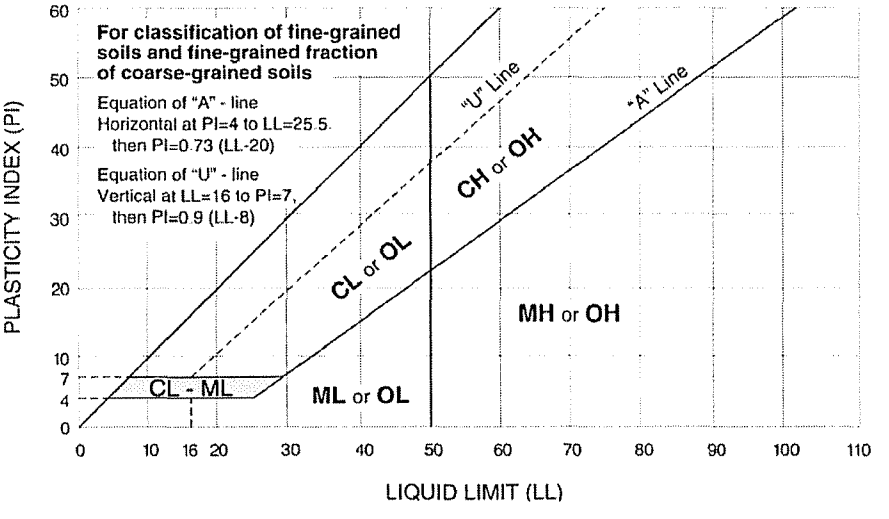
[M] If soil contains ≥ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.

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

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

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

[Q] PI plots below "A" line.



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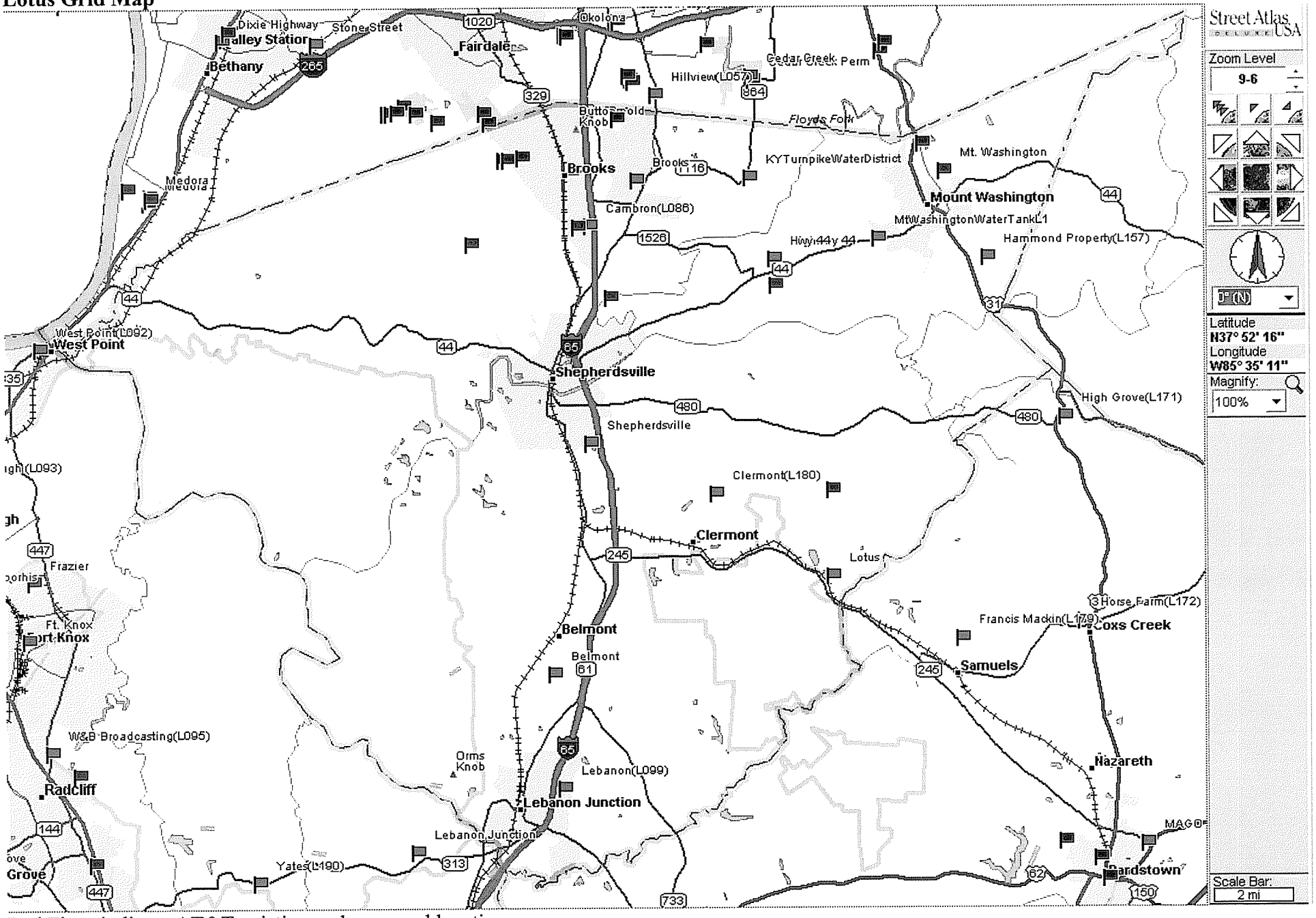
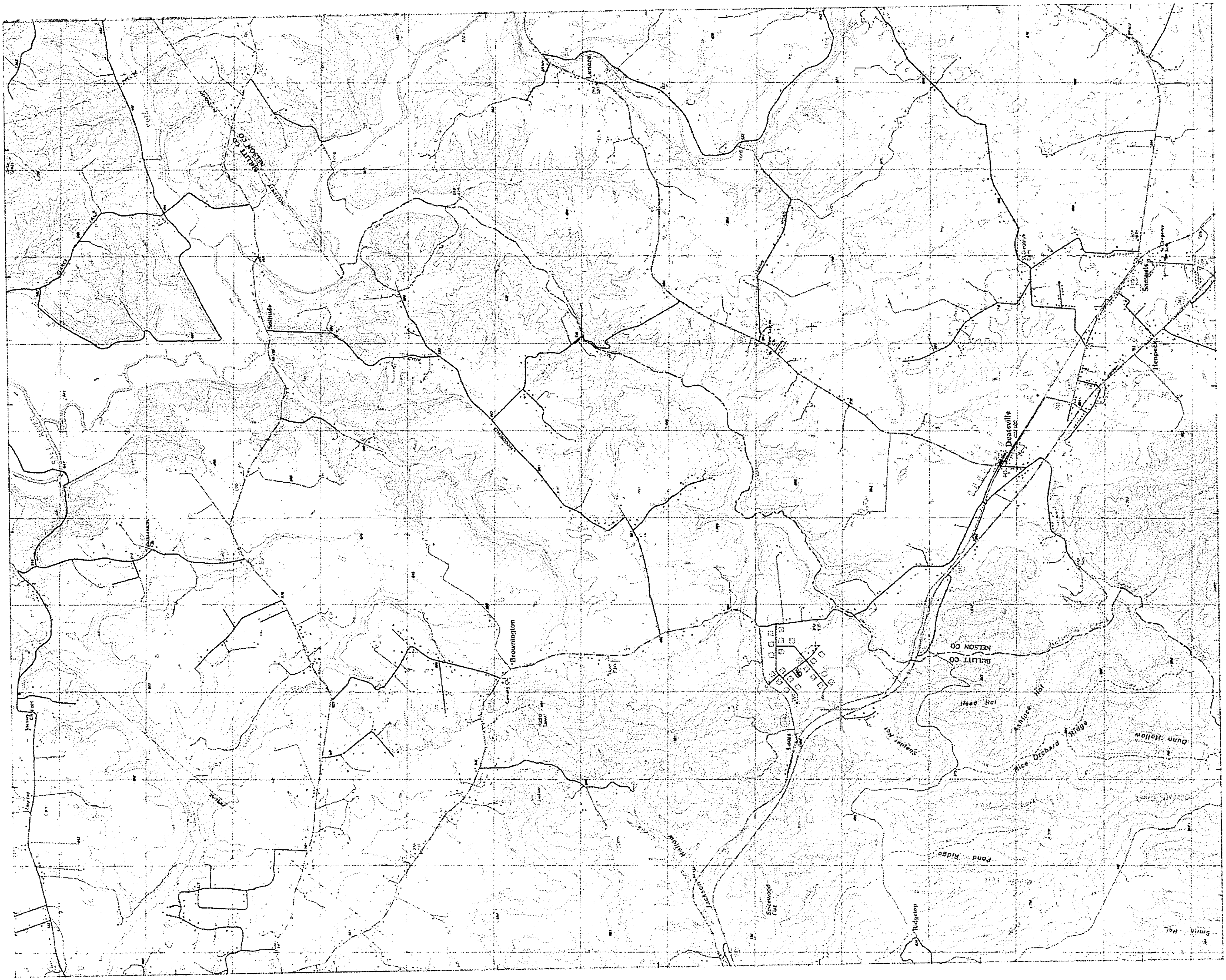
Form 111—6/98

Exhibit F

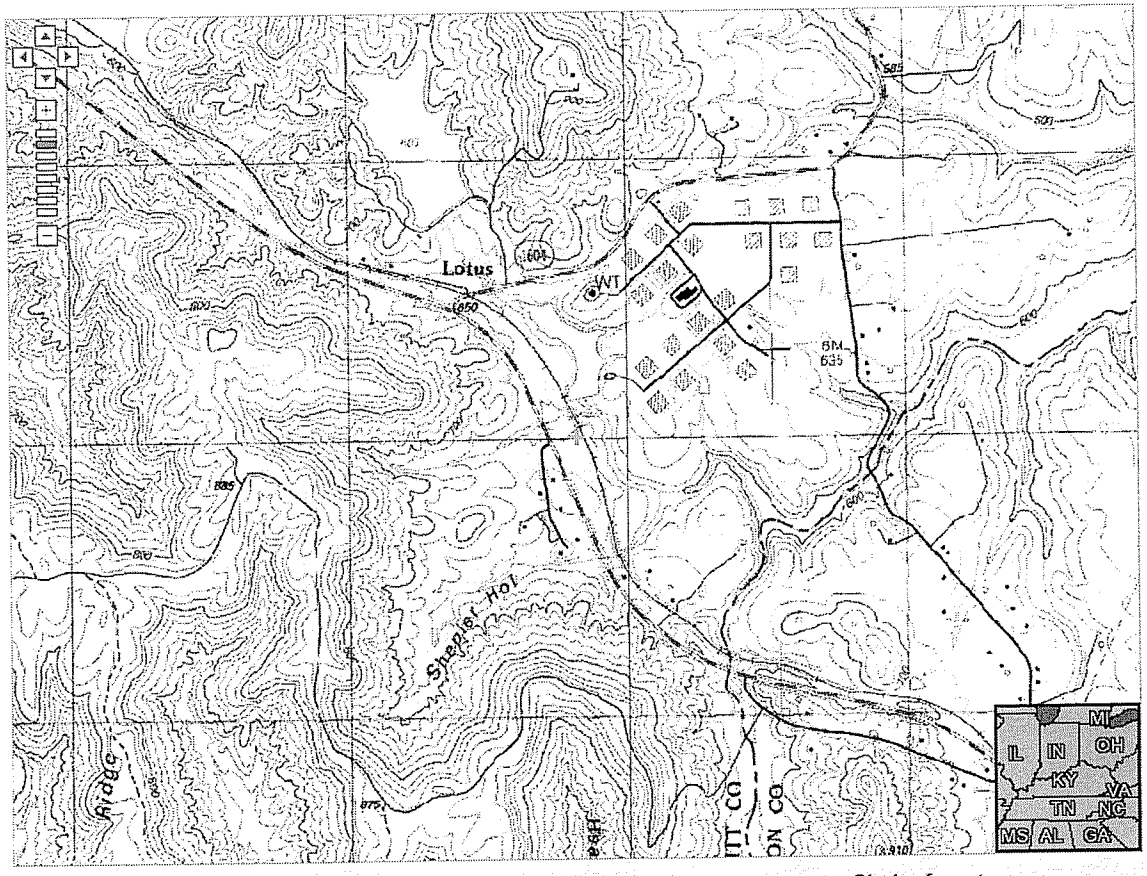
Lotus Grid Map



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



BULLITT CO
NELSON CO
Solitude
Samuels
Henpeck
Deatsville
Brownington
NELSON CO
BULLITT CO
Louis
Rice Orchard Ridge
Dunn Hollow
Pond Ridge
Ridgetop
Hollow



Center: 37° 54' 50.75" N 85° 35' 29.09" W
Elevation at center: 659 feet (201 meters)
Quad: USGS Samuels
Drg Name: o37085h5
Drg Source Scale: 1:24,000

Display format:
Degrees / Minutes / Seconds

Hide center marker

Competing Utilities, Corporations or Persons

American Towers

Crown Communication

SBA Towers

Verizon

Sprint / Nextel

T-Mobile

Bluegrass Cellular

Shared Sites

Cricket

Pegasus Towers

Exhibit G

Federal Aviation Administration

« OE/AAA

Notice of Proposed Construction or Alteration - Off Airport

Project Name: RICK -000130165-09 **Sponsor:** RICK SUAREZ (MC)

Details for Case : #263P0427-LOTUS

Show Project Summary

Case Status

ASN: 2009-ASO-5758-OE

Status: Accepted

Date Accepted: 09/28/2009

Date Determined:

Letters: None

Documents: 09/28/2009 263P0427 Survey.pdf

Construction / Alteration Information

Notice Of: Construction

Duration: Permanent

if Temporary : Months: Days:

Work Schedule - Start:

Work Schedule - End:

State Filing:

Structure Summary

Structure Type: Antenna Tower

Structure Name: #263P0427-LOTUS

FCC Number:

Prior ASN:

Structure Details

Latitude: 37° 54' 50.75" N

Longitude: 85° 35' 29.09" W

Horizontal Datum: NAD83

Site Elevation (SE): 639 (nearest foot)

Structure Height (AGL): 265 (nearest foot)

Requested Marking/Lighting: Dual-red and medium intensity

Other :

Recommended Marking/Lighting:

Current Marking/Lighting: N/A New Structure

Other :

Nearest City: Coxs Creek

Nearest State: Kentucky

Description of Location: See attached topo map.

Description of Proposal: Filing for construction of a new self-support telecommunications tower.

Common Frequency Bands

Low Freq	High Freq	Freq 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

Specific Frequencies

Kentucky

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

Kentucky Transportation Cabinet, Kentucky Airport Zoning Commission, 90 Airport Road, Frankfort KY 40601

Kentucky Aeronautical Study Number

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

INSTRUCTIONS INCLUDED

1. APPLICANT -- Name, Address, Telephone, Fax, etc.
AT&T Wireless
Attn: Lisa Glass
5310 Maryland Way
Brentwood, TN 37027
(615) 221-3583

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: ☒ New Construction ☐ Alteration ☐ Existing

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

5. Work Schedule: Start TBD End _____

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

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

8. FAA Aeronautical Study Number FAA filed concurrently

9. Latitude: 37 ° 54 ' 50 75 "

10. Longitude: 85 ° 35 ' 29 09 "

11. Datum: ☒ NAD83 ☐ NAD27 ☐ Other _____

12. Nearest Kentucky City: Lotus County Bullitt

13. Nearest Kentucky public use or Military airport:
Samuels Field - BRY

14. Distance from #13 to Structure: 7.4 NM

15. Direction from #13 to Structure: North - Azimuth 35.96

16. Site Elevation (AMSL): 638 Feet

17. Total Structure Height (AGL): 265 Feet

18. Overall Height (#16 + #17) (AMSL): 903 Feet

19. Previous FAA and/or Kentucky Aeronautical Study Number(s):
N/A

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)
See attached maps

21. Description of Proposal:
Telecommunications Tower
Site Name: Lotus

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

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 — Roy D. Johnson — 09/17/2009

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.

Commission Action:

☐ Chairman, KAZC ☐ Administrator, KAZC

☐ Approved

☐ Disapproved _____ Date _____

Exhibit H

ULS License

Cellular License - KNKA245 - NEW CINGULAR WIRELESS PCS, LLC

Call Sign	KNKA245	Radio Service	CL - Cellular
Status	Active	Auth Type	Regular

Market

Market	CMA037 - Louisville, KY-IN	Channel Block	B
Submarket	0	Phase	2

Dates

Grant	10/05/2004	Expiration	10/01/2014
Effective	02/08/2007	Cancellation	

Five Year Buildout Date

12/03/1989

Control Points

1 3503 College Drive, Jeffersontown, KY

Licensee

FRN	0003291192	Type	Limited Liability Company

Licensee

NEW CINGULAR WIRELESS PCS, LLC
5601 LEGACY DRIVE, MS: A-3
PLANO, TX 75024
ATTN KELLYE E. ABERNATHY

P: (469)229-7422
F:(469)229-7297
E:KELLYE.E.ABERNATHY@CINGULAR.COM

Contact

AT&T MOBILITY LLC
DAVID C JATLOW
11760 US HIGHWAY 1
NORTH PALM BEACH, FL 33408

P: (202)255-1679
F:(561)279-2097
E:DAVID.JATLOW@CINGULAR.COM

Ownership and Qualifications

Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

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

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

ULS License

PCS Broadband License - KNLF251 - New Cingular Wireless PCS, LLC

Call Sign	KNLF251	Radio Service	CW - PCS Broadband
Status	Active	Auth Type	Regular

Market

Market	MTA026 - Louisville-Lexington-Evansvill	Channel Block	A
Submarket	15	Associated Frequencies (MHz)	001850.00000000-001865.00000000 001930.00000000-001945.00000000

Dates

Grant	07/07/2005	Expiration	06/23/2015
Effective	09/27/2005	Cancellation	

Buildout Deadlines

1st	06/23/2000	2nd	06/23/2005

Notification Dates

1st	07/07/2000	2nd	02/18/2005

Licensee

FRN	0003291192	Type	Corporation

Licensee

New Cingular Wireless PCS, LLC
5601 LEGACY DRIVE, MS: A-3
PLANO, TX 75024
ATTN FCC GROUP

P: (469)229-7422
F:(469)229-7297
E:KELLYE.E.ABERNATHY@CINGULAR.COM

Contact

Cingular Wireless LLC
Kellye E Abernathy Esq
5601 LEGACY DRIVE, MS: A-3
PLANO, TX 75024

P: (469)229-7422
F:(469)229-7297
E:KELLYE.E.ABERNATHY@CINGULAR.COM

Ownership and Qualifications

Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

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

ULS License

PCS Broadband License - KNLG923 - NEW CINGULAR WIRELESS PCS, LLC

Call Sign	KNLG923	Radio Service	CW - PCS Broadband
Status	Active	Auth Type	Regular

Market

Market	BTA263 - Louisville, KY	Channel Block	F
Submarket	0	Associated Frequencies (MHz)	001890.00000000-001895.00000000 001970.00000000-001975.00000000

Dates

Grant	09/28/2007	Expiration	08/21/2017
Effective	09/28/2007	Cancellation	

Buildout Deadlines

1st	08/21/2002	2nd	

Notification Dates

1st	10/05/2001	2nd	

Licensee

FRN	0003291192	Type	Limited Liability Company

Licensee

NEW CINGULAR WIRELESS PCS, LLC
5601 LEGACY DRIVE, MS: A-3
PLANO, TX 75024
ATTN KELLYE E. ABERNATHY

P: (469)229-7422
F:(469)229-7297
E:KA8805@att.com

Contact

AT&T MOBILITY LLC
KELLYE E ABERNATHY
5601 LEGACY DR MS A-3
PLANO, TX 75024

P: (469)229-7422
F:(469)229-7297
E:KA8805@att.com

Ownership and Qualifications

Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

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

ULS License

PCS Broadband License - WPOI255 - NEW CINGULAR WIRELESS PCS, LLC

Call Sign	WPOI255	Radio Service	CW - PCS Broadband
Status	Active	Auth Type	Regular

Market

Market	MTA026 - Louisville-Lexington-Evansvill	Channel Block	A
Submarket	19	Associated Frequencies (MHz)	001850.00000000-001865.00000000 001930.00000000-001945.00000000

Dates

Grant	07/07/2005	Expiration	06/23/2015
Effective	02/08/2007	Cancellation	

Buildout Deadlines

1st	06/23/2000	2nd	06/23/2005

Notification Dates

1st	07/07/2000	2nd	02/17/2005

Licensee

FRN	0003291192	Type	Limited Liability Company

Licensee

NEW CINGULAR WIRELESS PCS, LLC
5601 LEGACY DRIVE, MS: A-3
PLANO, TX 75024
ATTN KELLYE E. ABERNATHY

P: (469)229-7422
F:(469)229-7297
E:KELLYE.E.ABERNATHY@CINGULAR.COM

Contact

AT&T MOBILITY LLC
DAVID C JATLOW
11760 US HIGHWAY 1
NORTH PALM BEACH, FL 33408

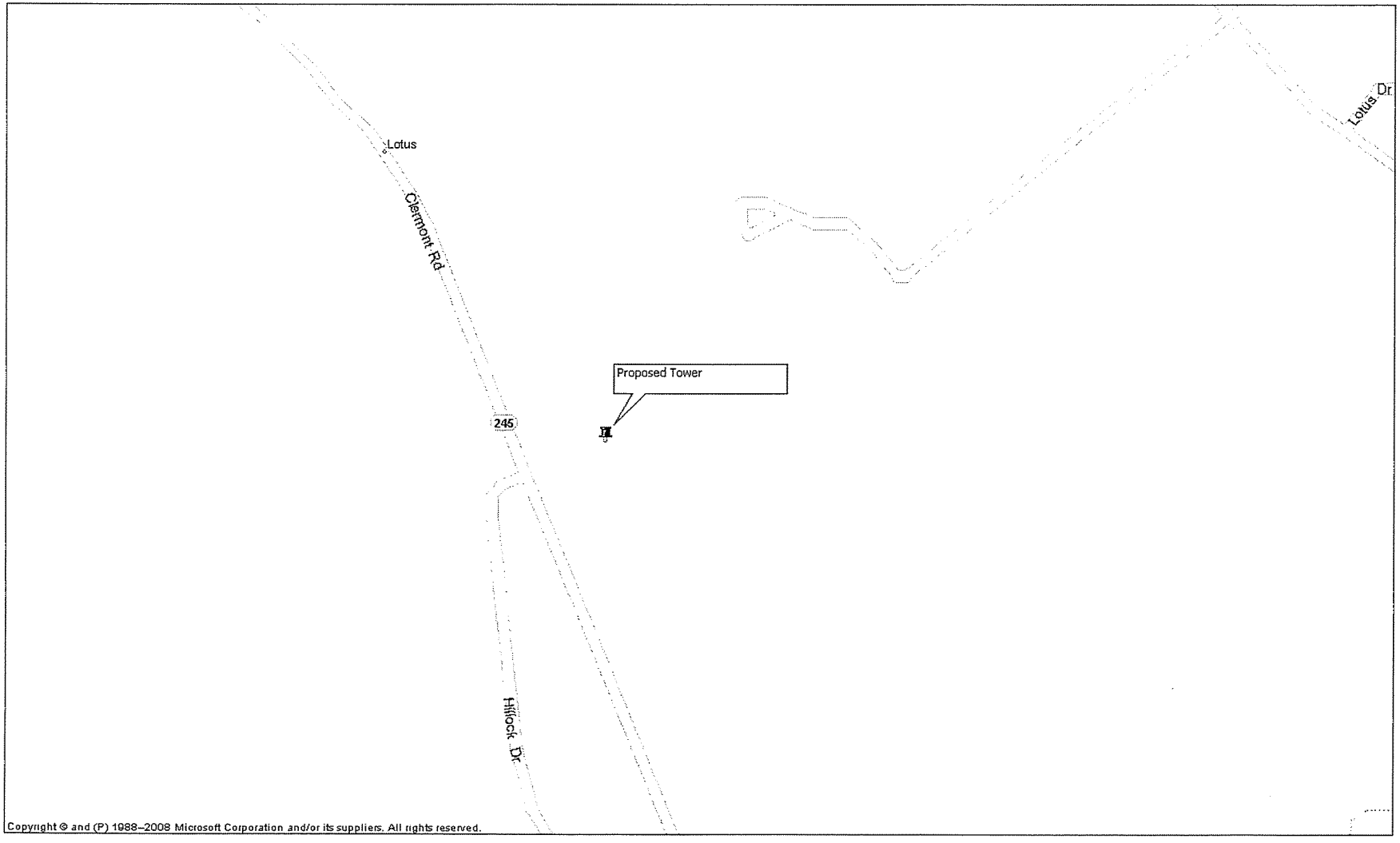
P: (202)255-1679
F:(561)279-2097
E:DAVID.JATLOW@CINGULAR.COM

Ownership and Qualifications

Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

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

Exhibit I



Directions to Site: From Shepherdsville at the intersection of State Route 61 and State Route 44 (44th Street), proceed South on State Route 61 approximately 5.0 miles to State Route 245 (Clermont Road). Turn left onto State Route 245 and continue for approximately 6.5 miles to site on left.

Prepared by: Briggs Law Office, PSC (502) 412-9222

Market: Louisville
Cell Site Number: 263P0427
Cell Site Name: Lotus
Fixed Asset Number: 10134324

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 Hutchins Enterprises, LLC, a Kentucky limited liability company, having a mailing address of 1281 Hutchins Lane, Bardstown, KY 40004 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Alpharetta, Georgia 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 6628 Clermont Road, in the County of Bullitt, 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 room/cabinet/ground space as described on attached **Exhibit 1**, together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises as described on the attached **Exhibit 1** (collectively, the "**Premises**").

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

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

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

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

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

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

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

3. **TERM.**

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

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

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

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

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (**the "Rent Commencement Date"**), Tenant will pay the Landlord a monthly rental payment of [redacted] and No/100 Dollars [redacted] ("**Rent**"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

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

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

5. **APPROVALS.**

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

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition

of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

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

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

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

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

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

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

7. **INSURANCE.**

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

8. **INTERFERENCE.**

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

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

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

9. **INDEMNIFICATION.**

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

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

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

10. **WARRANTIES.**

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

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

11. **ENVIRONMENTAL.**

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

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

(c) The indemnifications of this Paragraph 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal

or restoration work required by any governmental authority. The provisions of this Paragraph 11 will survive the expiration or termination of this Agreement.

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

12. ACCESS.

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

(b) Landlord shall maintain and repair all access roadways from the nearest public roadway up to the beginning of the Tenant's access road in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Tenant and its agents, engineers, surveyors, contractors and/or subcontractors, and other representatives. Tenant shall maintain and repair Tenant's access road to the Communication Facility in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Landlord.

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. Footings, foundations, and concrete will be removed to a depth of two-feet below grade. 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. 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 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. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

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

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. 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) failure to provide access to the Premises or to cure an interference problem 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, provided that the assignee or sublessee assumes, recognizes and also agrees to become responsible to the Landlord for the performance of all terms and conditions of this Agreement. Upon notification to Landlord by Tenant of any such action, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

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 addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: A&T Network Real Estate Administration
Re: Cell Site #263P0427; Cell Site Name: Lotus (KY)
Fixed Asset No: 10134324
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #263P0427; Cell Site Name: Lotus (KY)
Fixed Asset No: 10134324
1025 Lenox Park Blvd.
5th Floor
Atlanta, GA 30319

If to Landlord: Hutchins Enterprises, LLC
1281 Hutchins Lane
Bardstown, KY 40004

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

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord will send the below documents (in section 17(b)(i) to Tenant. In the event Tenant does not receive such appropriate documents, Tenant shall not be responsible for any failure to pay the current landlord

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

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If

notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord aggress to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facility is completed.

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

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

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

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

(b) If at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("**Purchase Offer**"), Landlord shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects. Tenant shall have the right within thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract substantially similar to the Purchase Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may assign the rental stream pursuant to the Purchase Offer, subject to the

terms of this Agreement (including without limitation the terms of this Subparagraph 22(B), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Landlord shall re-offer to Tenant, pursuant to the procedure set forth in this subparagraph 22(b), the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of, Landlord and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Agreement.

23. MISCELLANEOUS.

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

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

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

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

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

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

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

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

(i) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the

terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

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

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

(l) **Force Majeure.** Notwithstanding anything to the contrary contained in this Agreement, if Landlord or Tenant is delayed or prevented from performing any act which it is obligated to perform under this Agreement for causes beyond its reasonable control (including, without limitation, repair, restoration and/or maintenance obligations) related to acts of God, war, governmental restrictions, or the inability to procure the necessary labor or materials, then Landlord or Tenant's time for performance of such obligation(s) hereunder will be reasonably extended by the period during which Landlord or Tenant was unable to perform, and the non-performing party will have no liability to the other party (nor will either party be entitled to terminate this Agreement or claim any abatement under this Agreement) on account of any such delay.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

Erica L. Clanton
Print Name: ERICA L. CLANTON

Lisa K Glass
Print Name: LISA K GLASS

"LANDLORD"

Hutchins Enterprises, LLC

By: John K. Hutchins
Print Name: John K. Hutchins
Its: President
Date: 7/23/09

"TENANT"

New Cingular Wireless PCS, LLC,
By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Dan Toth
Its: Manager of Real Estate & Construction
Date: 10/5/09

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, a Notary Public in and for the State and County aforementioned, personally appeared Dan Toth, 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 Manager of Real Estate and Construction of New Cingular Wireless PCS, LLC, the within named bargainor, a Delaware limited liability company, and that such person as such Manager of Real Estate and Construction, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited liability company as New Cingular Wireless PCS, LLC, a Delaware limited liability company.

Witness my hand and seal, at office in BRENTWOOD, TN, this the 5th day of OCTOBER, 2009

ERICA L. CLANTON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 8, 2012

Erica L. Clanton
Name: ERICA L. CLANTON
Notary Public

My Commission Expires: MAY 8, 2012

LANDLORD ACKNOWLEDGMENT

STATE OF KENTUCKY
COUNTY OF BULLITT

Before me, a Notary Public in and for the State and County aforementioned, personally appeared John K. Hutchins, 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 President of Hutchins Enterprises, LLC, the within named bargainor, a Kentucky limited liability company, and that such person as such President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited liability company as John K. Hutchins.

Witness my hand and seal, at office in Bullitt County, this the 23rd day of July, 2009.

Robert H. Cammer
Name: ROBERT H. CRAMMER
Notary Public

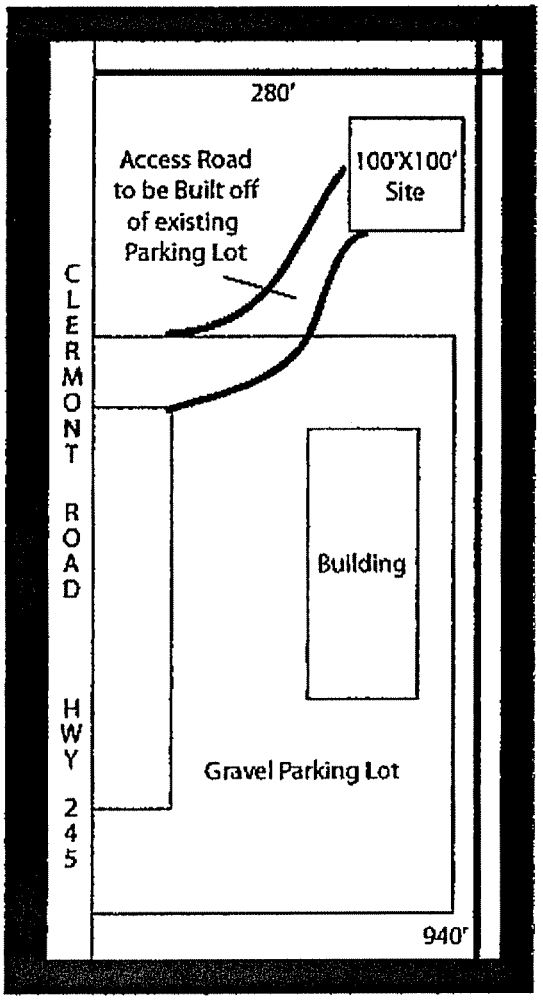
My Commission Expires: 1-15-2010

EXHIBIT 1

DESCRIPTION OF PREMISES
Page 1 of 1

to the Agreement dated OCTOBER 5TH, 2009, by and between Hutchins Enterprises, LLC, a Kentucky limited liability company, as Landlord, and New Cingular Wireless PSC, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:



JKH

DT

Notes:

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

EXHIBIT 1

DESCRIPTION OF PREMISES
Page 2 of 2

to the Memorandum of Lease dated OCTOBER 5th, 2009, by and between Hutchins Enterprises, LLC, a Kentucky limited liability company, as Landlord, and New Cingular Wireless PSC, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

Commencing at a concrete right-of-way monument in the East right of way line of Ky. Hwy. #245, said point being in the West line of the Isaac W. Bernheim, Inc.; thence with said right of way line S 24° 26' 20" E, a distance of 194.20 feet to a set iron pin & cap at a corner of Bernheim in the original line of tract conveyed to Leonard & Loraine Provost as recorded in DB 96, page 178, said point being the true point of beginning; thence leaving said right of way with line of Bernheim N 72° 31' 48" E, passing an existing 4" concrete monument with disk stamped "Isaac W Bernheim Foundation (Property Line)" at 8.59 feet in all a distance of 246.69 feet to a set iron pin & cap in the southwest right of way line (40' from the centerline of the track) of R. J. Corman Railroad, said point being located S 72° 31' 48" W, a distance of 8.2 feet from an existing 4" concrete monument with disk stamped "Isaac W. Bernheim Foundation (Property Line)"; thence following said railroad right of way with the chord of a 5,404.93' radius curve to the right, S 28° 12' 51" E, a distance of 105.13 feet to a set iron pin & cap; thence continuing with said right of way N 51° 41' 28" E a distance of 10.19 feet to a set iron pin & cap in the west right of way line (now being 30' from centerline of the track) of the R. J. Corman Railroad; thence continuing with said railroad right of way with the chord of a 5,394.93' radius curve to the right, S 24° 23' 09" E, a distance of 629.20 feet to an existing iron pin & cap (PLS #541), said point being 30' from the centerline of the track and also being the northeast corner of tract conveyed to Roger & Joanna Bradley as recorded in DB 562, Pg. 359; thence leaving said railroad right of way with line Bradley S 79° 57' 18" W, a distance of 269.56 feet to a concrete right of way monument in the East right of way line of Ky. Hwy. #245, said point being located N 76° 14' 13" W, a distance of 0.78 feet from an existing iron pin & cap (PLS #541); thence with said right of way line N 24° 26' 20" W, a distance of 694.57 feet to the point of beginning. Containing 4.331 acres as shown on Plat of survey by Paul Bradley Armstrong (PLS #3334) dated: FLD 7/03/2003 FIN 7/10/2003.

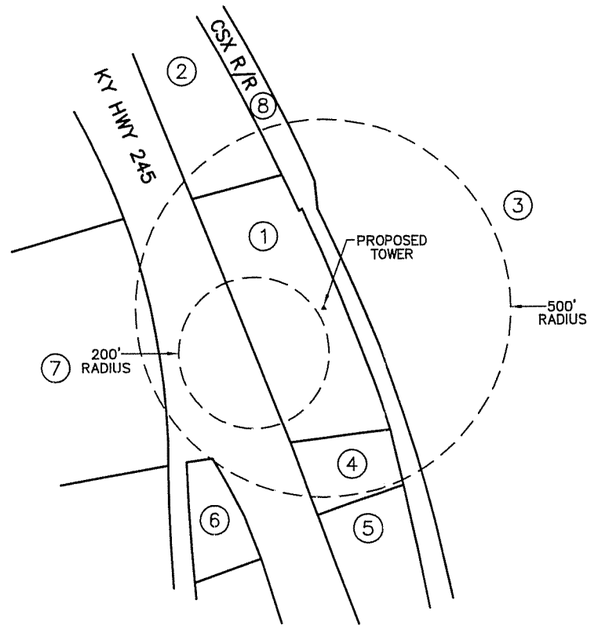
A certain tract of land in the community of Lotus, Bullitt County, Kentucky, more particularly described as follows:

Unless stated otherwise, any monument referred to herein as a "rebar & cap" is a set ½" diameter, steel rebar, eighteen (18") in length, with a red plastic cap stamped "Armstrong Eng. PLS 541." All bearings stated herein are referred to the west line of Deed Book 491 Page 379.

Beginning at a set rebar & cap at the northwest corner of L. R. Kidwell, Etc. Property and on the east Right-of-Way line of Kentucky Highway 245; thence with said Right-of-Way, N 24 23'41" W., 205.00 ft. to a rebar & cap; thence leaving said Right-of-Way and an old fence line N. 79 53' 41" E., 268.75 ft. to a rebar & cap in the west line of R. J. Corman Railroad (30 ft. from center of tracks); thence with the west Right-of-Way of said railroad S. 20 16' 22" E., 84.92 ft. to a rebar & cap; thence S. 20 02' 17" E., 65.02 ft. to an existing ½" smooth iron iron rod at the northeast corner of Kidwell, thence S. 68 06' 00" W., 249.63 ft. to the point of beginning and containing 1.04 acre more or less, according to a survey by Maxie Armstrong, PLS #541, with Armstrong Engineering, on October 11, 2001.

Exhibit J

NORTH BASED ON PVA MAP



APPROXIMATE GRAPHIC SCALE

400 0 200 400

1 INCH = 400 FT.

GENERAL NOTE:

ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF BULLITT COUNTY, KY PROPERTY VALUATION ADMINISTRATION OFFICE ON 7/28/09. 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.

at&t

nsoro
It's just good business.

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

11-4-09

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

SITE NAME: LOTUS

SITE I.D.: 263P0427

SITE ADDRESS: 6628 CLERMONT ROAD (KY HWY 245) COX'S CREEK, BULLITT CO., KY 40013

LEASE AREA: 10,000 SQ. FT.

PROPERTY OWNER: HUTCHINS ENTERPRISES, LLC 1281 HUTCHINS LANE BARDSTOWN, KY 40004

TAX MAP NUMBER: 74

PARCEL NUMBER: 42

SOURCE OF TITLE: DEED BOOK 726, PAGE 277

LATITUDE: 37° 54' 50.749"N
LONGITUDE: 85° 35' 29.090"W

NO.	REVISION/ISSUE	DATE
1	ISSUE	8-7-09
2	REVISION-ADDED CSX R/R AS OWNER.	11-2-09

TITLE: 500' RADIUS VICINITY MAP

SHEET: C-1

J:\Nsoro\Lotus\SURVEY\Lotus C1.dwg, 11/2/2009 4:14:19 PM, ithomas

1. TAX MAP 74, PARCEL 42
HUTCHINS ENTERPRISES, LLC
1281 HUTCHINS LANE
BARDSTOWN, KY 40004

2. TAX MAP AND PARCEL UNKNOWN
ISAAC W. BERNHEIM FOUNDATION
HWY 245
P.O. BOX 130
CLERMONT, KY 40110

3. TAX MAP 74, PARCEL 31
FOUR ROSES DISTILLERY, LLC
1224 BONDS MILL ROAD
LAWRENCEBURG, KY 40342

4. TAX MAP 74, PARCEL 42
HUTCHINS ENTERPRISES, LLC
1281 HUTCHINS LANE
BARDSTOWN, KY 40004

5. TAX MAP 74, PARCEL 47
DAVID B. & SOHM THOMASON
216 SOUTH BUCKMAN STREET
SHEPHERDSVILLE, KY 40165

6. TAX MAP 74, PARCEL 45
LANDMARK STONE, INC.
8031 NEW SHEPHERDSVILLE ROAD
COXS CREEK, KY 40013

7. TAX MAP 74, PARCEL 41
ISAAC W. BERNHEIM FOUNDATION
HWY 245
P.O. BOX 130
CLERMONT, KY 40110

8. TAX MAP 74, PARCEL –NONE–
CSX R/R
NO ADDRESS LISTED

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J:\Nsoro\Lotus\SURVEY\Lotus C1.dwg, 11/2/2009 4:14:07 PM, jthomas

at&t

nsoro
It's just good business.

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

11-4-09

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

SITE NAME: LOTUS

SITE I.D.: 263P0427

SITE ADDRESS: 6628 CLERMONT ROAD (KY HWY 245)
COX'S CREEK, BULLITT CO., KY 40013

LEASE AREA: 10,000 SQ. FT.

PROPERTY OWNER: HUTCHINS ENTERPRISES, LLC
1281 HUTCHINS LANE
BARDSTOWN, KY 40004

TAX MAP NUMBER: 74

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LATITUDE: 37° 54' 50.749"N
LONGITUDE: 85° 35' 29.090"W

NO.	REVISION/ISSUE	DATE
1	ISSUE	8-7-09
2	REVISION-ADDED CSX R/R AS OWNER.	11-2-09

TITLE: 500' RADIUS VICINITY MAP

SHEET: C-1A

BRIGGS LAW OFFICE, PSC

1301 Clear Springs Trace | Suite 205 | Louisville, Kentucky 40223
Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction
Wireless Telecommunications Facility

Isaac W. Bernheim Foundation
P.O. Box 130
Clermont, KY 40110

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 6628 Clermont Road, Cox's Creek, Kentucky 40013. 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 Bullitt County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR contiguous to the property on which the tower is to be constructed.

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2009-00432 in any correspondence.

Sincerely,

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

Enclosure

BRIGGS LAW OFFICE, PSC

1301 Clear Springs Trace | Suite 205 | Louisville, Kentucky 40223
Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction
Wireless Telecommunications Facility

Four Roses Distillery, LLC
1224 Bonds Mill Road
Lawrenceburg, KY 40342

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 6628 Clermont Road, Cox's Creek, Kentucky 40013. 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 Bullitt County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR contiguous to the property on which the tower is to be constructed.

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2009-00432 in any correspondence.

Sincerely,

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

Enclosure

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Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction
Wireless Telecommunications Facility

David B. & Sohm Thomason
216 South Buckman Street
Shepherdsville, KY 40165

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 6628 Clermont Road, Cox's Creek, Kentucky 40013. 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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Counsel for New Cingular Wireless PCS, LLC

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todd@briggslawoffice.net

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also admitted in Colorado

Notice of Proposed Construction
Wireless Telecommunications Facility

Landmark Stone, Inc.
8301 New Shepherdsville Road
Cox's Creek, KY 40013

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 6628 Clermont Road, Cox's Creek, Kentucky 40013. 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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Todd R. Briggs
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also admitted in Colorado

Notice of Proposed Construction
Wireless Telecommunications Facility

CSX Transportation, Inc.
CSC-Lawyers Incorporating Service Company
421 West Main Street
Frankfort, KY 40601

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 6628 Clermont Road, Cox's Creek, Kentucky 40013. 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 Bullitt County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR contiguous to the property on which the tower is to be constructed.

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2009-00432 in any correspondence.

Sincerely,

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

Enclosure

Exhibit K

BRIGGS LAW OFFICE, PSC

1301 Clear Springs Trace | Suite 205 | Louisville, Kentucky 40223
Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Via Certified Mail Return Receipt Requested

Honorable Melanie Roberts
Bullitt County Judge Executive
300 S. Buckman Street
Shepherdsville, KY 40165

RE: Notice of Proposal to Construct Wireless Telecommunications Facility
Kentucky Public Service Commission--Case No. 2009-00432

Dear Judge Roberts:

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 6628 Clermont Road, Cox's Creek, Kentucky 40013. 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 2009-00432 in any correspondence.

Sincerely,

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

Enclosure

Exhibit L

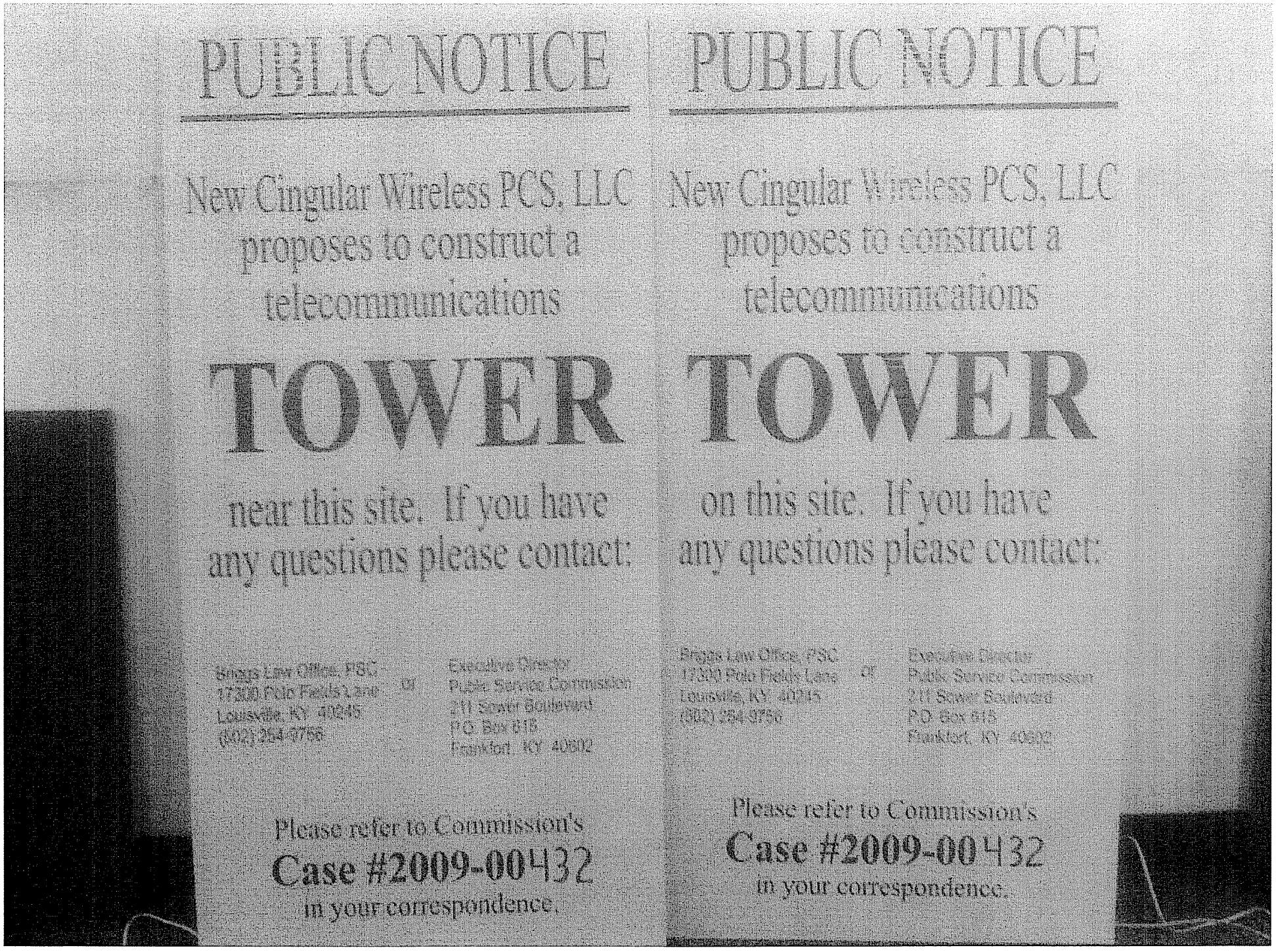
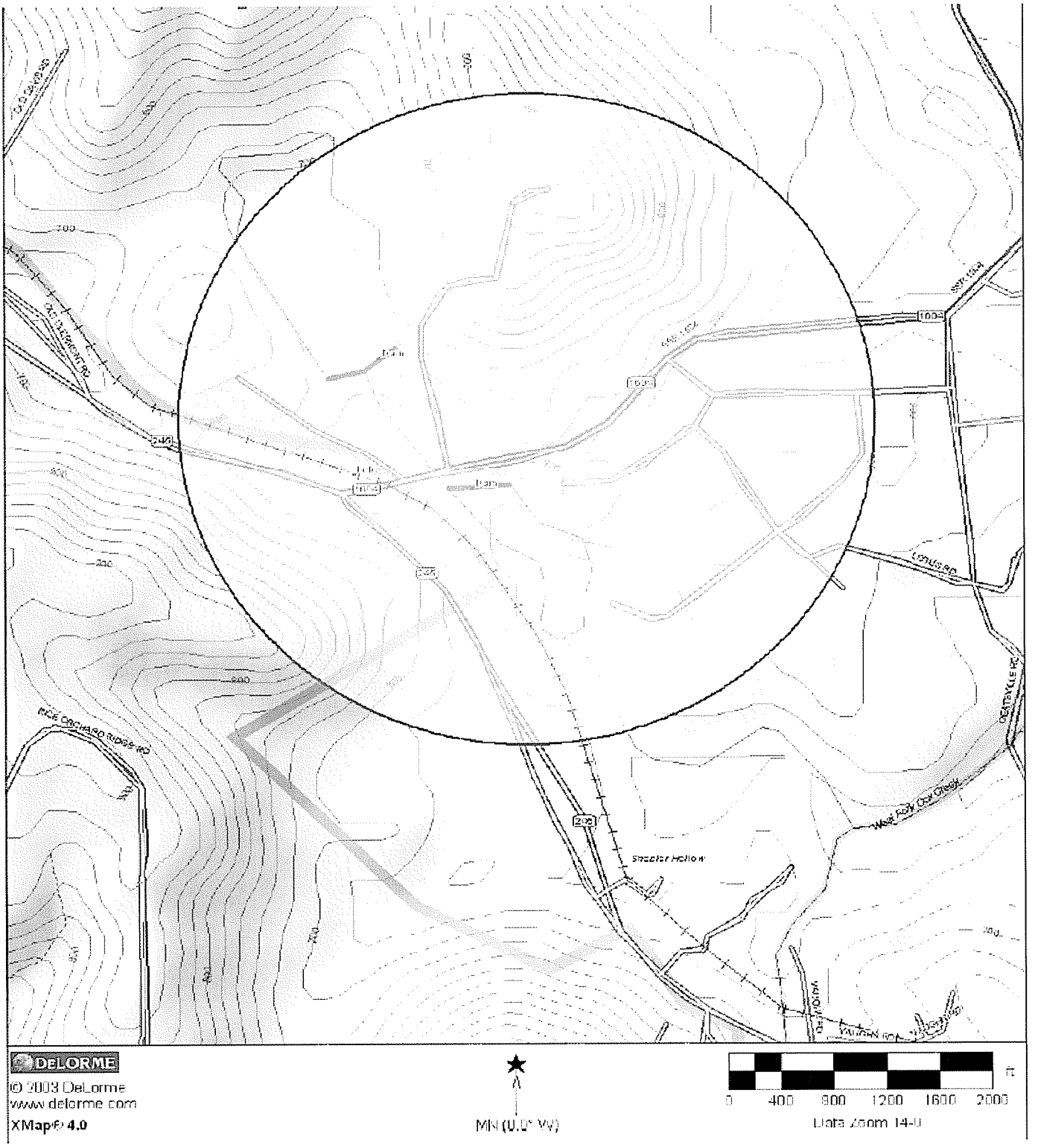

PUBLIC NOTICE
New Cingular Wireless PCS, LLC
proposes to construct a
telecommunications
TOWER
near this site. If you have
any questions please contact:
Briggs Law Office, PSC
17300 Polo Fields Lane
Louisville, KY 40245
(502) 254-9756
or
Executive Director
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602
Please refer to Commission's
Case #2009-00432
in your correspondence.
PUBLIC NOTICE
New Cingular Wireless PCS, LLC
proposes to construct a
telecommunications
TOWER
on this site. If you have
any questions please contact:
Briggs Law Office, PSC
17300 Polo Fields Lane
Louisville, KY 40245
(502) 254-9756
or
Executive Director
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602
Please refer to Commission's
Case #2009-00432
in your correspondence.

Exhibit M



Lotus Search Area

Exhibit N

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

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

August 21, 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 Lotus site. There are no other collocation opportunities available within this site's search area.

Sherri A Lewis
RF Design Engineer

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

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

August 21, 2009

To Whom It May Concern:

Dear Sir or Madam:

This letter is to state the need of the proposed AT&T site called Lotus, to be located in Bullitt County, KY. The Lotus site is necessary to improve coverage and eliminate interference in southeastern Bullitt County. This site will improve the coverage and reduce interference on portions of Hwy 245, Lotus Road, and the surrounding area. Our closest existing site to this area is over 3.5 miles away; thus, there is currently no dominant server in this area. This lack of a dominant server causes many quality issues for the customers. Currently customers in this area experience high dropped calls and may experience poor call quality or areas of no service. With the addition of this site, the customers in this area of Bullitt County will experience improved reliability, better in-building coverage, and improved access to emergency 911 services.

Sherri A Lewis
RF Design Engineer

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

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

August 21, 2009

To Whom It May Concern:

Dear Sir or Madam:

This letter is to serve as documentation that the proposed AT&T site called Lotus, to be located in Bullitt County, KY at Latitude 37-54-50.75 North, Longitude 085-35-29.09 West, has been designed, and will be built and operated in accordance with all applicable FCC and FAA regulations.

Sherri A Lewis
RF Design Engineer