

RECEIVED

FEB 16 2010

PUBLIC SERVICE
COMMISSION

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF NEW CINGULAR WIRELESS PCS, LLC)
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY TO CONSTRUCT)
A WIRELESS COMMUNICATIONS FACILITY AT)CASE: 2010-00014
417 MARTIN ROAD, CARROLLTON)
CARROLL COUNTY, KENTUCKY, 41008)

SITE NAME: CARROLLTON DT (263P0423)

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

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

5. To address the above-described service needs, Applicant proposes to construct a WCF at 417 Martin Road, Carrollton, Kentucky 41008 (38° 41' 08.904" North Latitude, 85° 08' 18.358" West Longitude (NAD 83)), in an area entirely within Carrollton County. The property in which the WCF will be located is currently owned by Alford M. Smith, Jr., pursuant to that Deed of record in Deed Book 161, Page 152 in the Office of the Carrollton County Clerk. The proposed WCF will consist of a 150 foot monopole tower with an approximately 4-foot tall lightning arrestor attached to the top of the tower for a total height of 154 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 Patriot Engineering and Environmental, Inc., of Louisville, Kentucky dated January 8, 2010 and is attached as **Exhibit E**. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who prepared the report is included as part of the exhibit.

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

9. The Federal Aviation Administration Determination of No Hazard to Air Navigation is attached as **Exhibit G**. The Kentucky Airport Zoning Commission does not require a permit as stated in their email dated October 6, 2009 and is also attached as **Exhibit G**.

10. The Applicant operates on frequencies licensed by the Federal Communications Commission pursuant to applicable federal requirements. Copies of the license(s) 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. 21041C0070D dated July 17, 2007 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 Carrollton 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 Carrollton 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 Carrollton 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 News Democrat).

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

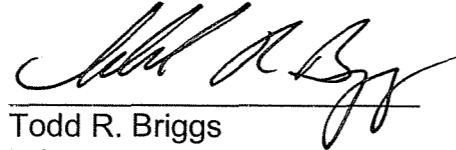
20. No reasonably available telecommunications tower, or other suitable structure capable of supporting the Applicant's facilities which would provide adequate service to the area exists.

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

Mary K. Keyer
General Counsel
AT&T Kentucky
601 W. Chestnut Street
Room 407
Louisville, KY 40203

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 Approval KAZC Approval
Exhibit H	FCC Documentation
Exhibit I	Directions to Site and Copy of Lease Agreement
Exhibit J	Notification Listing and Copy of Property Owner Notifications
Exhibit K	Copy of County Judge Executive/Commissioner Notices
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.

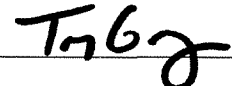
I, Trey Grayson, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,
NEW CINGULAR WIRELESS PCS, LLC

, 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

PAGE 1

The First State

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

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

2445544 8100

040770586



Harriet Smith Windsor

Harriet Smith Windsor, Secretary

AUTHENTICATION: 3434823

DATE: 10 26 04

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

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

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

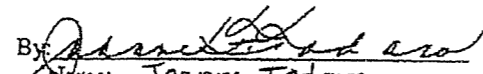
"FIRST: The name of the limited liability company is New Cingular Wireless PCS, LLC."
3. The Certificate of Amendment shall be effective at 7:30 p.m. EDT on October 26, 2004.

[Signature on following page]

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

AT&T WIRELESS PCS, LLC

By: Cingular Wireless LLC, its Manager

By: 
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.

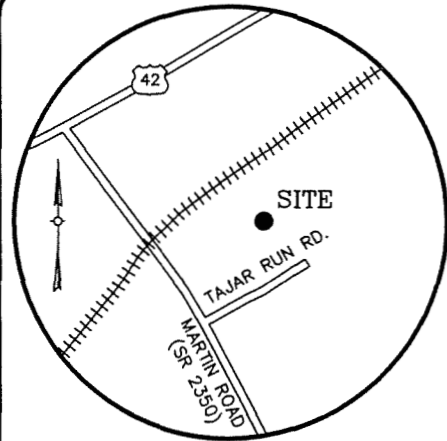
- FIRST: The name of the limited liability company is AT&T Wireless PCS, LLC.
- SECOND: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

DATED this 7 day of September, 1999.

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



Mark U. Thomas, Vice President

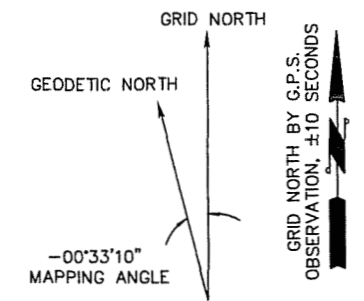


FLOOD PLAIN CERTIFICATION

I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 21041C0070D DATED JULY 17, 2007 AND THE LEASE AREA DOES NOT APPEAR TO BE IN A FLOOD HAZARD AREA.

LEGEND

- EXISTING OVERHEAD UTILITIES
- LEASE LINE
- APPROXIMATE PROPERTY LINE
- UTILITY POLE
- FOUND #4 REBAR WITH CAP STAMPED "BATES #2119" UNLESS OTHERWISE NOTED
- SET #5 REBAR WITH CAP STAMPED "JOHN THOMAS #3259" UNLESS OTHERWISE NOTED
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- TELE PED TELEPHONE PEDESTAL
- TREE
- WATER METER



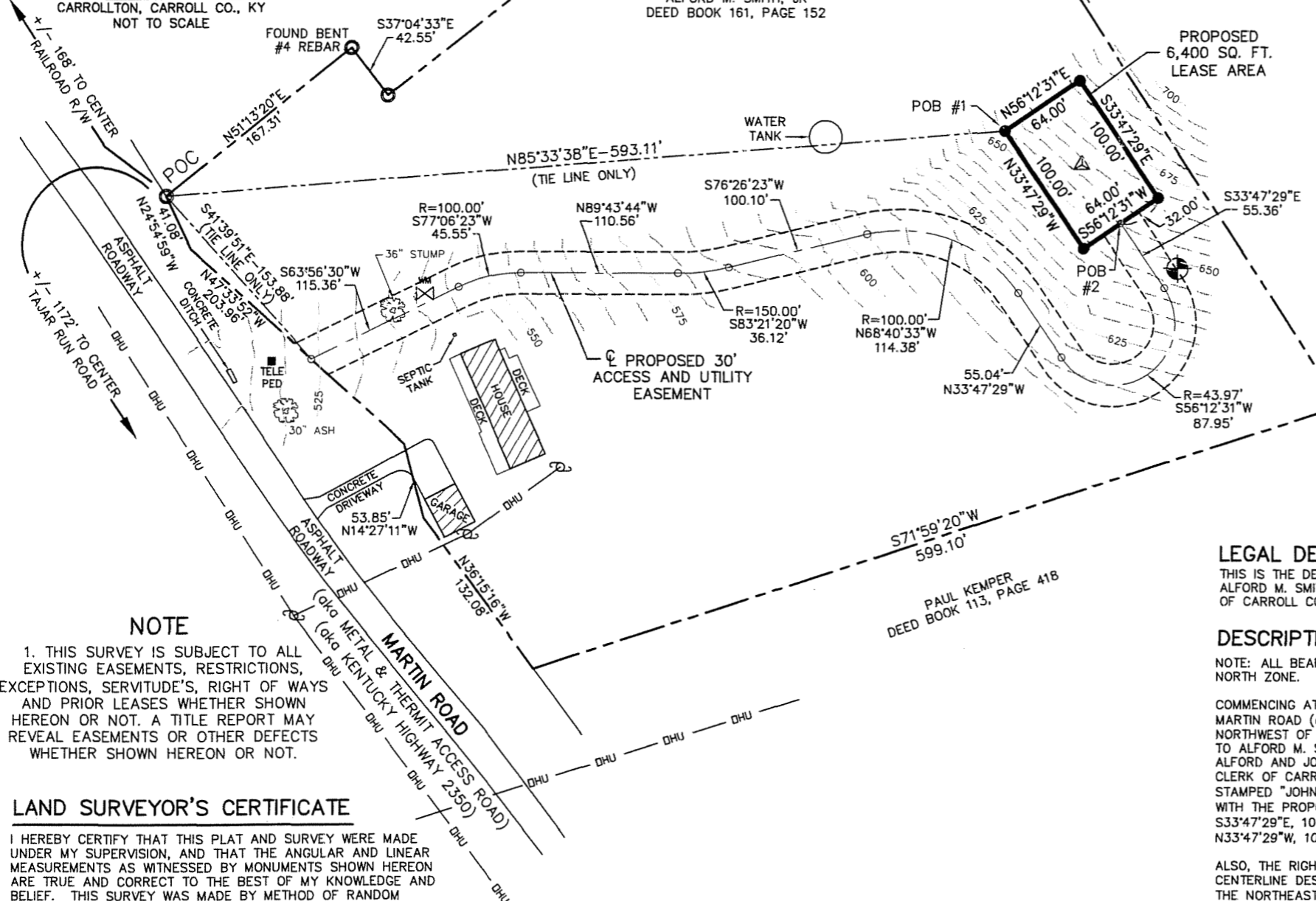
NORTH IS BASED ON GRID NORTH KENTUCKY STATE PLANE COORDINATE SYSTEM, NORTH ZONE AND WAS DETERMINED BY COMPUTATION FROM G.P.S. OBSERVATION ON SEPTEMBER 15, 2009.

LOCATION MAP

CARROLLTON, CARROLL CO., KY NOT TO SCALE

ALFORD M. SMITH, JR DEED BOOK 161, PAGE 152

JOYCE BRINDLEY DEED BOOK 168, PAGE 541



BENCHMARK
 NORTH: 432981.41
 EAST: 1386884.96
 ELEVATION: 648.49 (NAVD 88)
 LOCATION: #5 REBAR WITH CAP "BTM TRAVERSE"

COORDINATE POINT LOCATION PROPOSED TOWER CENTERLINE
 NAD 1983
 LATITUDE: 38°41'08.904"N
 LONGITUDE: 85°08'18.358"W
 ELEVATION: 663.32 (NAVD 88)
 STATE PLANE COORDINATE
 NORTHING: 433054.89
 EASTING: 1386816.84



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

2-10-10

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

John M. Thomas

SITE NAME: CARROLLTON DT

SITE I.D.: 263P0423

SITE ADDRESS:
 417 MARTIN ROAD (KY HWY 2350)
 CARROLLTON, CARROLL CO., KY 41008

LEASE AREA: 6,400 SQ. FT.

PROPERTY OWNER:
 ALFORD M. SMITH, JR
 417 MARTIN ROAD
 CARROLLTON, KY 41008

TAX MAP NUMBER: 22-02

PARCEL NUMBER: 02-02

SOURCE OF TITLE:
 DEED BOOK 161, PAGE 152

LATITUDE: 38° 41' 08.904"N
 LONGITUDE: 85° 08' 18.358"W

NO.	REVISION/ISSUE	DATE
1	ISSUE	9/18/09
2	REVISE LEASE AREA	2/10/10

TITLE:
COMMUNICATIONS SITE SURVEY

SHEET:
C-2

NOTE

1. THIS SURVEY IS SUBJECT TO ALL EXISTING EASEMENTS, RESTRICTIONS, EXCEPTIONS, SERVITUDE'S, 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.

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 08:150

John M. Thomas 2-10-10
 JOHN M. THOMAS, PLS 3259 DATE

OWNER APPROVAL: _____ DATE _____
 AT&T APPROVAL: _____ DATE _____

LEGAL DESCRIPTIONS

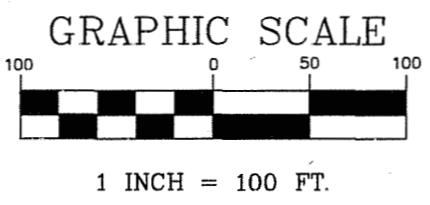
THIS IS THE DESCRIPTION FOR AT&T, FOR AN AREA TO BE LEASED FROM A TRACT OF LAND CONVEYED TO ALFORD M. SMITH, JR BY DEED OF RECORD IN DEED BOOK 161, PAGE 152 IN THE OFFICE OF THE COUNTY CLERK OF CARROLL COUNTY, KENTUCKY AND FURTHER DESCRIBED AS FOLLOWS:

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 CAP STAMPED "BATES #2119" IN THE NORTHEAST RIGHT-OF-WAY LINE OF MARTIN ROAD (aka KENTUCKY HIGHWAY 2350 AND METAL & THERMIT ACCESS ROAD) APPROXIMATELY 1172 FEET NORTHWEST OF THE CENTERLINE OF TAJAR RUN ROAD AND AT A CORNER COMMON TO A TRACT OF LAND CONVEYED TO ALFORD M. SMITH, JR BY DEED OF RECORD IN DEED BOOK 161, PAGE 152 AND A TRACT OF LAND CONVEYED TO ALFORD AND JOAN SMITH BY DEED OF RECORD IN DEED BOOK 142, PAGE 542, BOTH IN THE OFFICE OF THE COUNTY CLERK OF CARROLL COUNTY, KENTUCKY; THENCE N85°33'38"E, 593.11 FEET TO A SET REBAR #5 REBAR WITH CAP STAMPED "JOHN THOMAS #3259" HEREAFTER REFEREED TO AS SET REBAR AT THE POINT OF BEGINNING 1; THENCE WITH THE PROPOSED LEASE AREA THE NEXT FOUR CALLS, N56°12'31"E, 64.00 FEET TO A SET REBAR; THENCE S33°47'29"E, 100.00 FEET TO A SET REBAR; THENCE S56°12'31"W, 64.00 FEET TO A SET REBAR; THENCE N33°47'29"W, 100.00 FEET TO THE POINT OF BEGINNING 1 AND CONTAINING 6,400 SQUARE FEET.

ALSO, THE RIGHT TO USE FOR ACCESS TO THE ABOVE DESCRIBED LEASE AREA, A 30 FOOT WIDE EASEMENT THE CENTERLINE DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND #4 REBAR WITH CAP STAMPED "BATES #2119" IN THE NORTHEAST RIGHT-OF-WAY LINE OF MARTIN ROAD (aka KENTUCKY HIGHWAY 2350 AND METAL & THERMIT ACCESS ROAD) APPROXIMATELY 1172 FEET NORTHWEST OF THE CENTERLINE OF TAJAR RUN ROAD AND AT A CORNER COMMON TO A TRACT OF LAND CONVEYED TO ALFORD M. SMITH, JR BY DEED OF RECORD IN DEED BOOK 161, PAGE 152 AND A TRACT OF LAND CONVEYED TO ALFORD AND JOAN SMITH BY DEED OF RECORD IN DEED BOOK 142, PAGE 542, BOTH IN THE OFFICE OF THE COUNTY CLERK OF CARROLL COUNTY, KENTUCKY; THENCE N85°33'38"E, 593.11 FEET; THENCE S33°47'29"E, 100.00 FEET; THENCE N56°12'31"E, 32.00 FEET TO THE POINT OF BEGINNING 2; THENCE WITH SAID EASEMENT CENTERLINE THE FOLLOWING 9 CALLS, S33°47'29"E, 55.36 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 43.97 FEET AND A CHORD BEARING OF S56°12'31"W, 87.95 FEET; THENCE N33°47'29"W, 55.04 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING OF N68°40'33"W, 114.38 FEET; THENCE S76°26'23"W, 100.10 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 AND A CHORD BEARING OF S83°21'20"W, 36.12 FEET; THENCE N89°43'44"W, 110.56 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING OF S77°06'23"W, 45.55 FEET; THENCE S63°56'30"W, 115.36 FEET TO THE TERMINATION OF SAID EASEMENT CENTERLINE IN THE EXISTING RIGHT OF WAY LINE OF MARTIN ROAD (KENTUCKY HIGHWAY 2350).



J:\Inscoll\Carrollton.DT\11Survey\Carrollton.C2-A.dwg, 2/10/2010 11:01:52 AM, jthomas

SITE PLAN NOTES

1. THE PROPOSED DEVELOPMENT IS FOR A 150 FOOT MONOPOLE AND MULTIPLE EQUIPMENT LOCATIONS. THE LOCATION IS 417 MARTIN ROAD (KY HWY 2350), CARROLLTON, KY 41008.

2. THE TOWER WILL BE ACCESSED BY A PROPOSED STABILIZED DRIVE FROM AN EXISTING ASPHALT ROADWAY (MARTIN RD) WHICH IS A PUBLIC RIGHT OF WAY. WATER, SANITARY SEWER, AND WASTE COLLECTIONS SERVICES ARE NOT REQUIRED FOR THE PROPOSED DEVELOPMENT.

3. CENTERLINE OF PROPOSED TOWER GEOGRAPHIC LOCATIONS:
 LATITUDE: 38° 41' 08.904"N 433054.89 N
 LONGITUDE: 85° 08' 18.358"W 138616.84 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

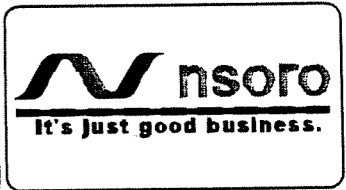
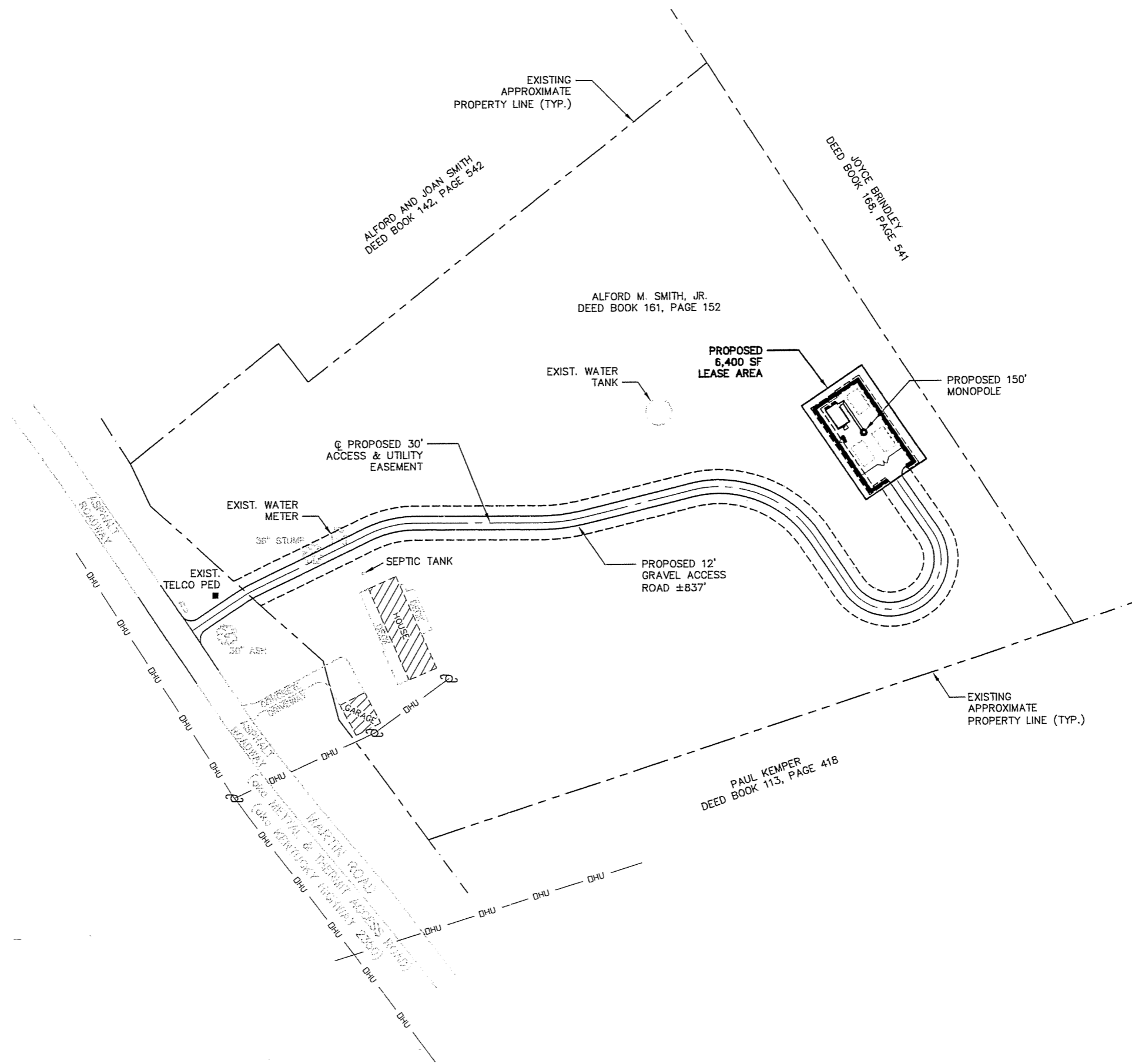
LEGEND

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

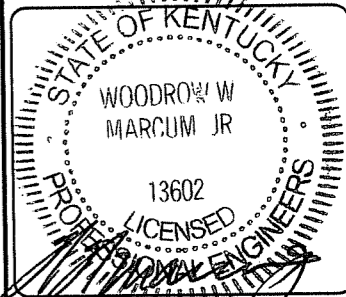
GRAPHIC SCALE



1 INCH = 100 FT.



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



SITE NAME: CARROLLTON DT

SITE ID NUMBER: 263P0423

SITE ADDRESS: 417 MARTIN RD (KY HWY 2350)
 CARROLLTON, KY 41008

LATITUDE: 38° 41' 08.904" N
 LONGITUDE: 85° 08' 18.358" W

TAX MAP NUMBER: 22-02

PARCEL NUMBER: 02-02

SOURCE OF TITLE: DEED BOOK 161, PAGE 152

PROPERTY OWNER: ALFORD M SMITH JR
 417 MARTIN RD
 CARROLLTON, KY 41008

NO	REVISION/ISSUE	DATE

TITLE: **OVERALL SITE LAYOUT**

SHEET: **Z-2**

SITE PLAN NOTES

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

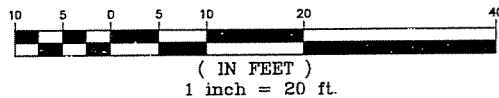
UNDERGROUND UTILITIES

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

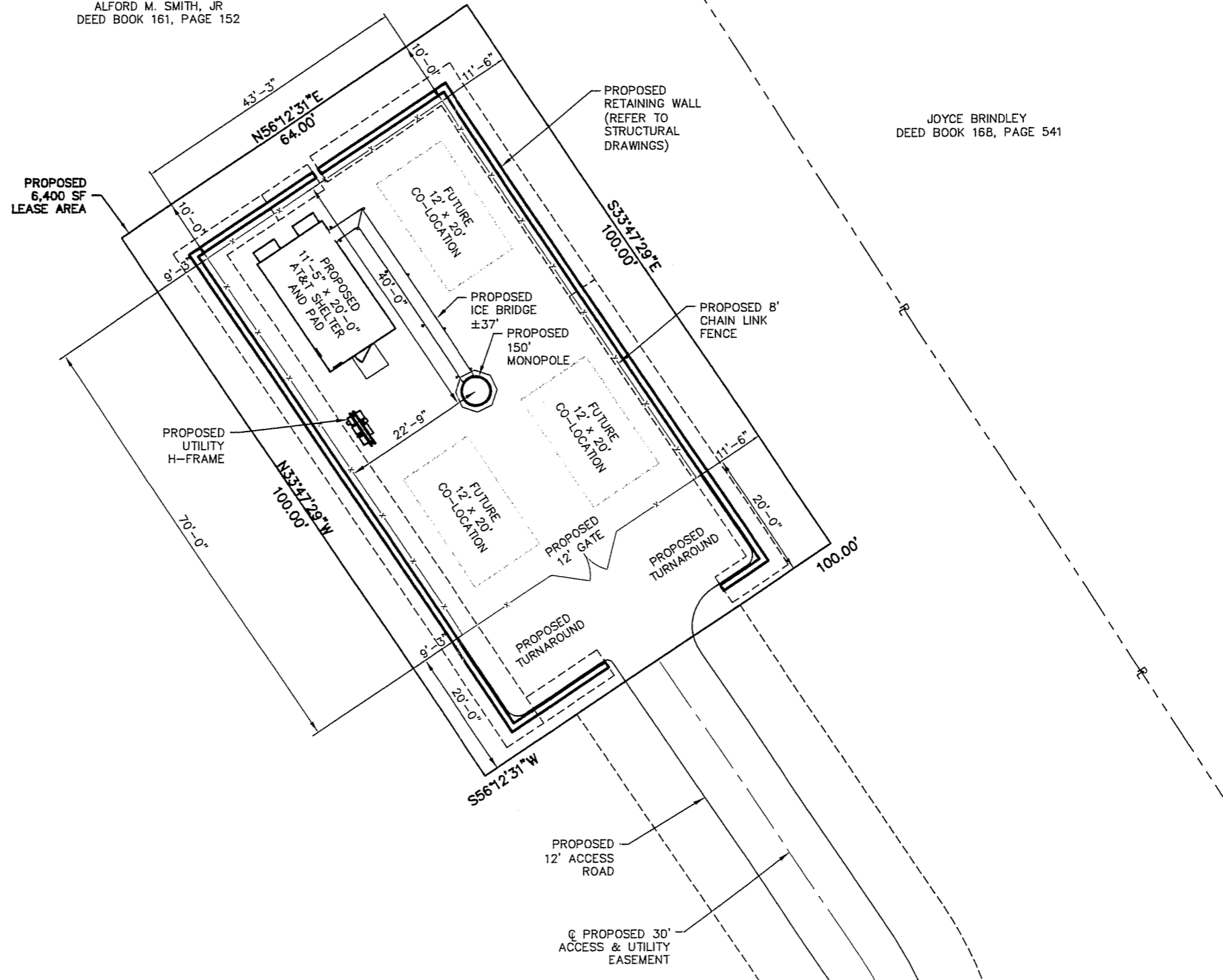
- E — EXISTING OVERHEAD ELECTRIC
- T — EXISTING OVERHEAD TELEPHONE
- UE — EXISTING UNDERGROUND ELECTRIC
- UT — EXISTING UNDERGROUND TELEPHONE
- UE — UE — PROPOSED UNDERGROUND ELECTRIC
- UT — UT — PROPOSED UNDERGROUND TELEPHONE
- X — X — FENCE LINE
- POWER POLE
- TELE. PED. TELEPHONE PEDESTAL
- ⊗ WATER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

GRAPHIC SCALE

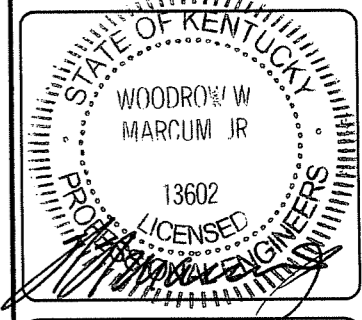


ALFORD M. SMITH, JR
 DEED BOOK 161, PAGE 152

JOYCE BRINDLEY
 DEED BOOK 168, PAGE 541



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



SITE NAME: CARROLLTON DT

SITE ID NUMBER: 263P0423

SITE ADDRESS:
 417 MARTIN RD (KY HWY 2350)
 CARROLLTON, KY 41008

LATITUDE: 38° 41' 08.904" N
 LONGITUDE: 85° 08' 18.358" W

TAX MAP NUMBER: 22-02

PARCEL NUMBER: 02-02

SOURCE OF TITLE:
 DEED BOOK 161, PAGE 152

PROPERTY OWNER:
 ALFORD M SMITH JR
 417 MARTIN RD
 CARROLLTON, KY 41008

NO	REVISION/ISSUE	DATE

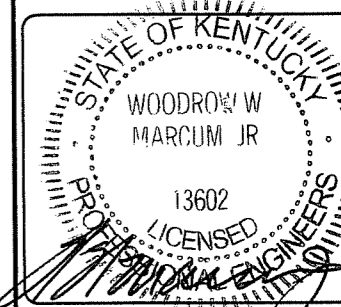
TITLE:
SITE LAYOUT

SHEET:
Z-3

Exhibit C



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



SITE NAME: CARROLLTON DT

SITE ID NUMBER: 263PO423

SITE ADDRESS:
 417 MARTIN RD (KY HWY 2350)
 CARROLLTON, KY 41008

LATITUDE: 38° 41' 08.904" N
 LONGITUDE: 85° 08' 18.358" W

TAX MAP NUMBER: 22-02

PARCEL NUMBER: 02-02

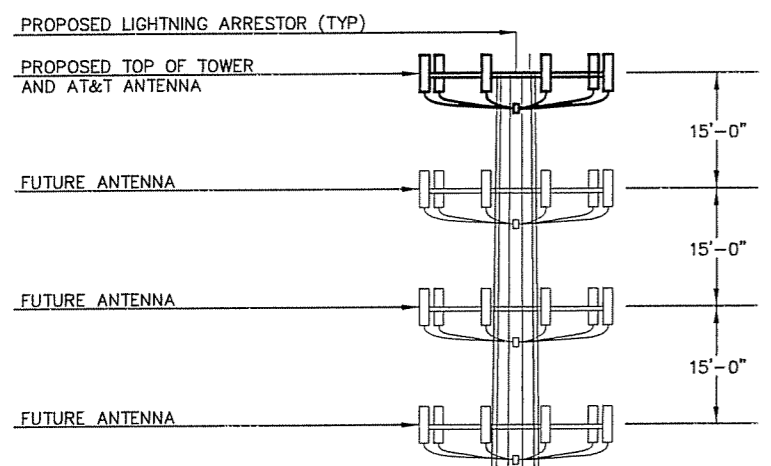
SOURCE OF TITLE:
 DEED BOOK 161, PAGE 152

PROPERTY OWNER:
 ALFORD M SMITH JR
 417 MARTIN RD
 CARROLLTON, KY 41008

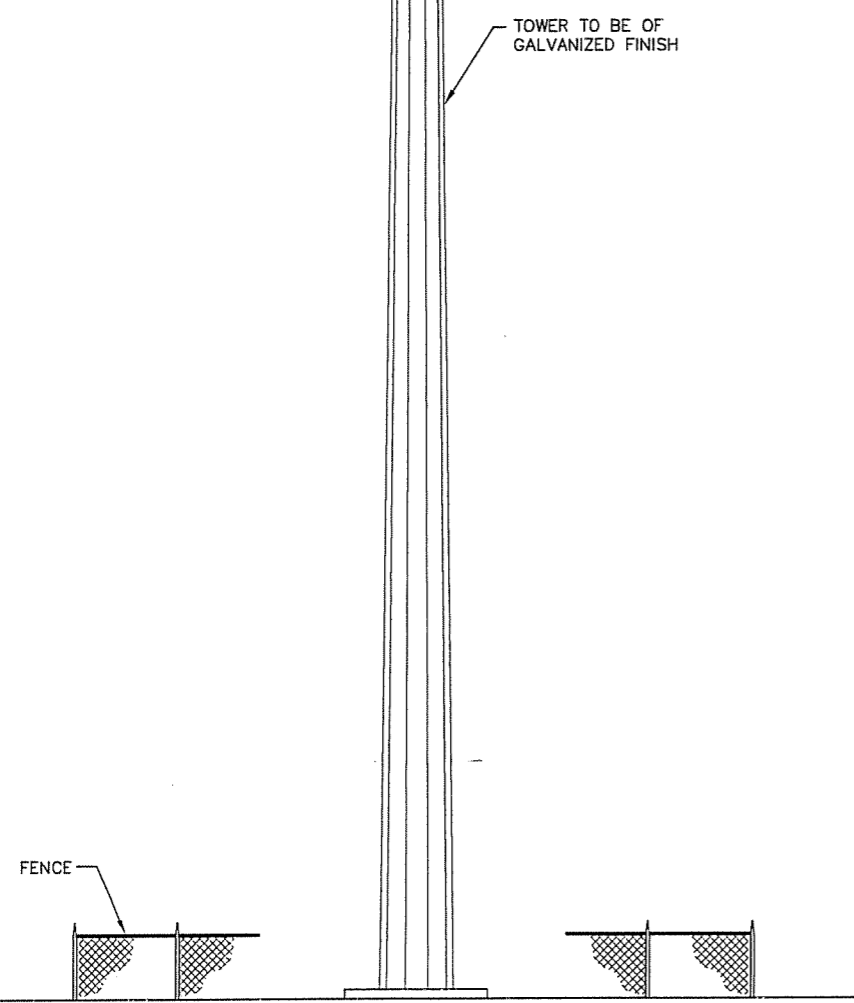
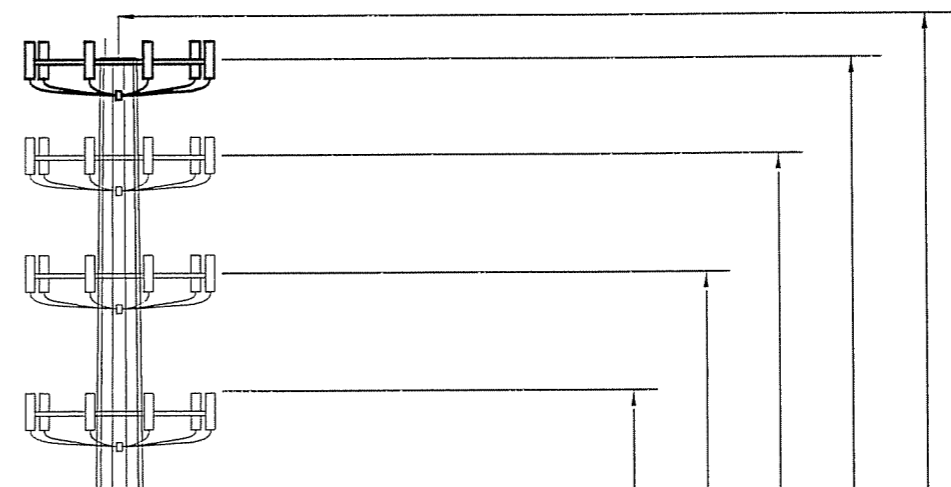
NO	REVISION/ISSUE	DATE

TITLE:
NORTH & SOUTH ELEVATIONS

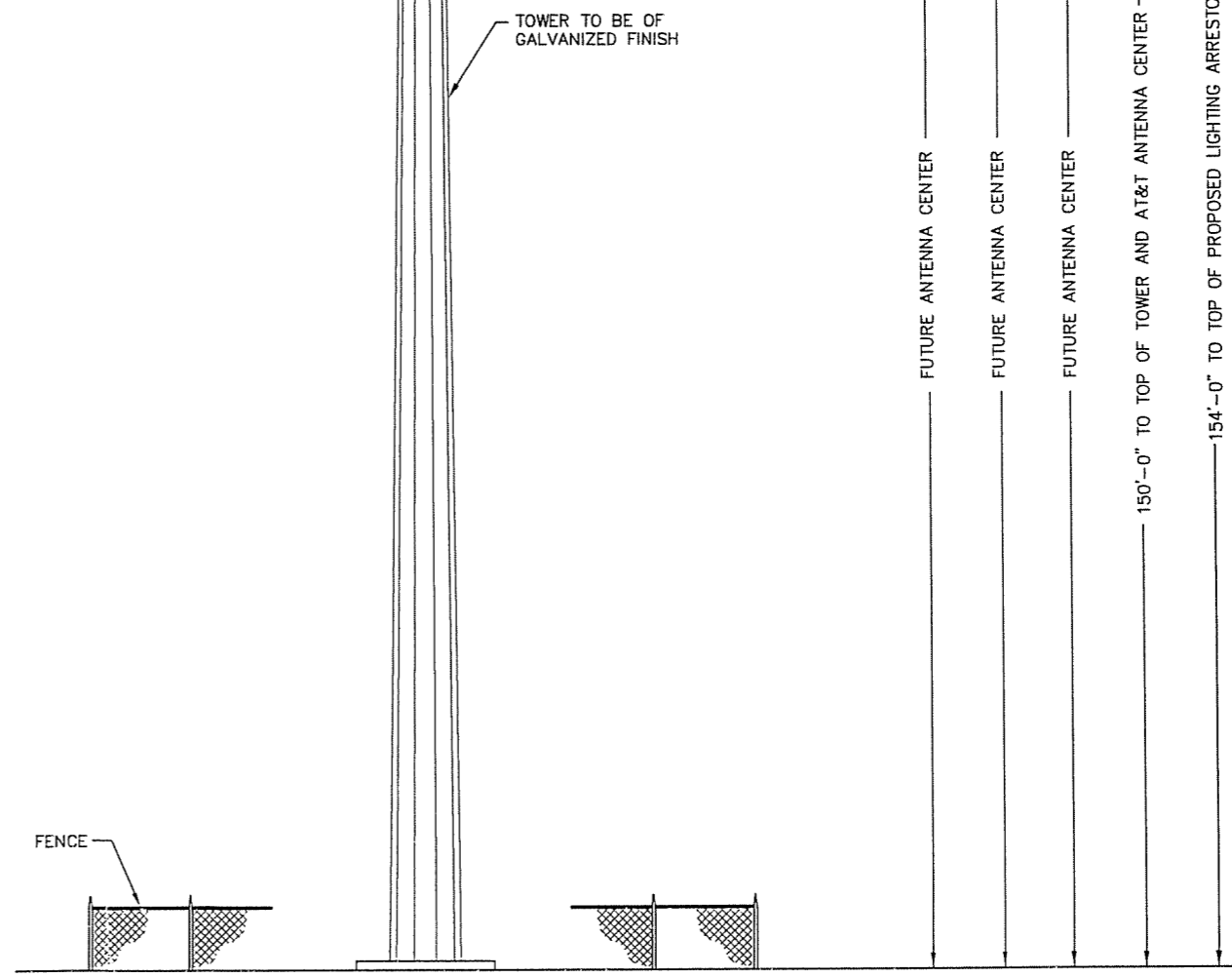
SHEET:
Z-5



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



NORTH ELEVATION
 NOT TO SCALE



SOUTH ELEVATION
 NOT TO SCALE

Exhibit D



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: CARROLTON, CARROLL COUNTY,
KENTUCKY
150 FT. TAPERED STEEL POLE
FILE NUMBER: 0606870
DRAWING NUMBER: 606870-01-D1

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: _____

1/20/10



150.00 FT
TOP FLANGE

SECTION 1
18 SIDES

115.92 FT

SECTION 2
18 SIDES

90.25 FT

SECTION 3
18 SIDES

48.00 FT

SECTION 4
18 SIDES

G.L.

DESIGN LOADING	
DESIGN WIND LOAD PER 2006 INTERNATIONAL BUILDING CODE USING ANSITIA/EA-222-F IN ACCORDANCE WITH SECTION 108.4, 100 MPH 3-SECOND GUST WIND SPEED (1/2" RADIAL ICE LOAD) 80 MPH FASTEST MILE WIND SPEED (1/2" RADIAL ICE LOAD) THIS POLE IS DESIGNED TO SUPPORT THE FOLLOWING LOADS:	
ELEVATION (FT)	ANTENNA TYPE
1500	105 SQ.FT.EPA LOADING (NO ICE) 125 SQ.FT.EPA LOADING (W/ICE)
1400	105 SQ.FT.EPA LOADING (NO ICE) 125 SQ.FT.EPA LOADING (W/ICE)
1300	105 SQ.FT.EPA LOADING (NO ICE) 125 SQ.FT.EPA LOADING (W/ICE)
1200	105 SQ.FT.EPA LOADING (NO ICE) 125 SQ.FT.EPA LOADING (W/ICE)

LINE SIZE
(12)1-5/8 in.
(12)1-5/8 in.
(12)1-5/8 in.
(12)1-5/8 in.

SEE STRESS ANALYSIS FOR A COMPLETE LISTING OF ALL LOADS ON STRUCTURE.

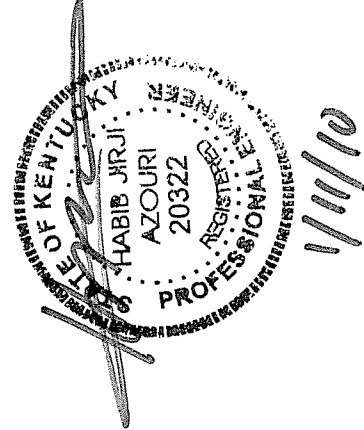
SPLICE LENGTH
MIN. = 37.500"
DESIGN = 42.000"
MAX. = 46.000"

SPLICE LENGTH
MIN. = 46.500"
DESIGN = 52.000"
MAX. = 56.500"

SPLICE LENGTH
MIN. = 61.500"
DESIGN = 69.000"
MAX. = 75.000"

MAXIMUM REACTIONS	
DOWNLOAD =	40.4 KIPS
SHEAR =	27.7 KIPS
O.T.M =	3156.2 FT.-KIPS

BASE PLATE 2,000" X 68,000" Round
W/ (12) 2,250" DIA. X 84" LONG ANCHOR
BOLTS EQUALLY SPACED ON 62.875" B.C.
W/ 12" ANCHOR BOLT PROJECTION
(NO GROUT REQUIRED)



GENERAL NOTES

- ROHN PRODUCTS POLE DESIGNS CONFORM TO ANSITIA/EA-222-F UNLESS OTHERWISE SPECIFIED UNDER POLE DESIGN LOADING.
- THE DESIGN LOADING CRITERIA INDICATED HAS BEEN PROVIDED TO ROHN. THE DESIGN LOADING CRITERIA HAS BEEN ASSUMED TO BE BASED ON SITE SPECIFIC DATA IN ACCORDANCE WITH ANSITIA/EA-222-F AND MUST BE VERIFIED BY OTHERS PRIOR TO INSTALLATION.
- ANTENNAS AND LINES LISTED IN POLE DESIGN LOADING TABLE ARE PROVIDED BY OTHERS UNLESS OTHERWISE SPECIFIED.
- POLE 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 POLE.
- WORK SHALL BE IN ACCORDANCE WITH ANSITIA/EA-222-F, "STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES".
- FIELD CONNECTIONS SHALL BE BOLTED. NO FELD WELDS SHALL BE ALLOWED.
- STRUCTURAL BOLTS SHALL CONFORM TO ASTM A-325, EXCEPT WHERE NOTED.
- A NUT LOCKING DEVICE SHALL BE PROVIDED FOR ALL STRUCTURAL BOLTS ON THE POLE.
- STRUCTURAL STEEL AND CONNECTION BOLTS SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION, IN ACCORDANCE WITH ANSITIA/EA-222-F.
- ALL HIGH STRENGTH BOLTS ARE TO BE TIGHTENED TO "SNUG TIGHT" 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.
- PURCHASER SHALL VERIFY THE INSTALLATION IS IN CONFORMANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS FOR OBSTRUCTION MARKING AND LIGHTING.
- TOLERANCE ON POLE STEEL HEIGHT IS EQUAL TO PLUS 1% OR MINUS 1/2%.
- DESIGN ASSUMES THAT, AS A MINIMUM, MAINTENANCE AND INSPECTION WILL BE PERFORMED OVER THE LIFE OF THE STRUCTURE IN ACCORDANCE WITH ANSITIA/EA-222-F.
- DESIGN ASSUMES LEVEL GRADE AT POLE SITE.
- FOUNDATIONS SHALL BE DESIGNED TO SUPPORT THE REACTIONS SHOWN FOR THE CONDITIONS EXISTING AT THE SITE.
- DESIGN ASSUMES ALL PANEL ANTENNAS WITH MOUNTING FRAMES ARE MOUNTED SYMMETRICALLY.
- DESIGN ASSUMES ALL TRANSMISSION LINES ARE ROUTED INTERNALLY.
- POLE SHAFT CONFORMS TO ASTM A572 GRADE 65. POLE TOP AND BASE PLATE STEEL CONFORMS TO ASTM A572 GRADE 50 WITH CHARPY IMPACT REQUIREMENTS. POLE ANCHOR BOLTS CONFORM TO ASTM A515 GRADE 75.

SEC.	HEIGHT (FT)	DIAMETER (IN)		WALL THICK. (IN)	Fy (KSI)	WEIGHT (KIPS)
		BOT.	TOP			
1	37.58	28.08	18.00	0.1875	65.0	1.849
2	30.00	34.82	26.77	0.2500	65.0	2.623
3	48.00	46.04	33.16	0.3125	65.0	6.787
4	48.00	56.75	43.87	0.3125	65.0	9.532

FOR POLYGONAL POLES DIAMETER IS MEASURED ACROSS FLATS.

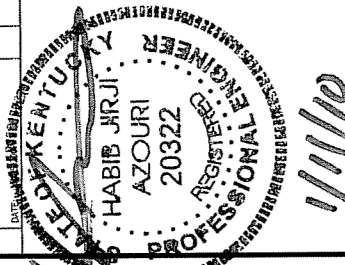
SITE: CARROLTON
COUNTY: CARROLL, KY

No. ▲ Revision Description	▲ Date	▲ Rev. By	▲ Ckd. By	▲ App'd. By
THIS DRAWING IS THE PROPERTY OF ROHN PRODUCTS. IT IS NOT TO BE REPRODUCED, COPIED, OR TRACED IN WHOLE OR PART WITHOUT OUR WRITTEN CONSENT.				
Scale: NONE	By	Date		
Drawn: DWG	1/08/2010			
Checked: HA	1/11/10			
App. Eng.: HA	1/11/10			
Parent File: 59809EH				

ROHN PRODUCTS LLC.

150" TAPERED STEEL POLE DESIGN FOR
AMERICAN TOWER CORPORATION
ENG. FILE: 606870-01-D1
DWS. NO.: 060-6870
SHEET 1 OF 1
REV.

FILE NO.	Standard-TP
REVISIONS	DRAWN: CHK: APP:
DESCRIPTION	REMAINING OUTGOING PART
DATE	JUN 14 11A
4	



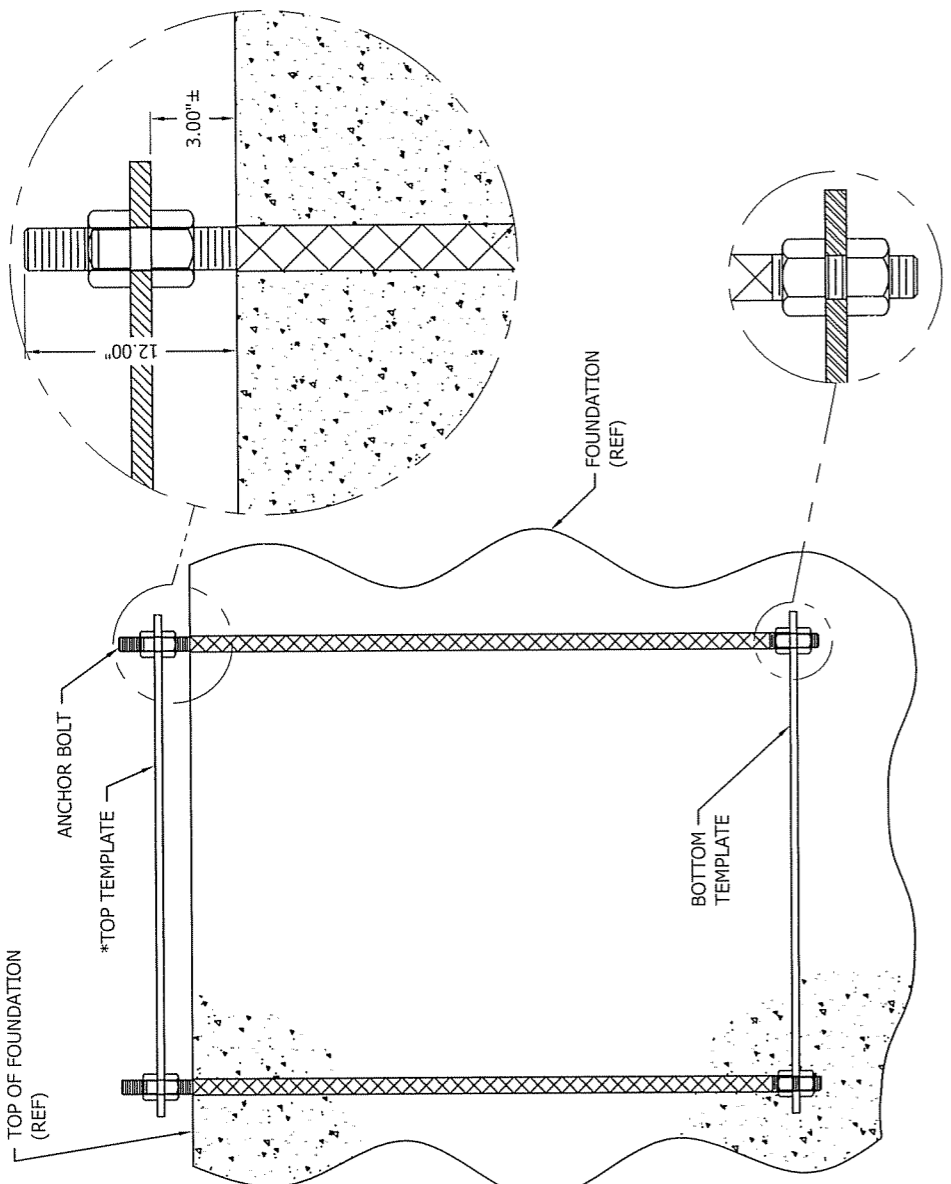
1/1/10

DWG REFERENCE	

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

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ANCHOR	
DETAIL FOR TSP & 2-1/4" ANCHOR BOLTS	
DRAWN: JDN	CHK'D: HJS
ENGR: TWS	DATE: Mar/03/2001
DRAWING NO: B010356	REV: 4



(AFTER CONCRETE INSTALLATION)

(BEFORE CONCRETE INSTALLATION)

NOTE: SEE BASE PLATE DETAIL FOR PRIMARY PORT LOCATION

- GENERAL NOTES:**
1. FOR ANCHOR AND FOUNDATION TOLERANCES REFER TO THE LATEST REVISION OF DWG. NO. A810214.
 2. POLE ORIENTATION TO BE DETERMINED BY OTHERS.
 - * 3. REMOVE TEMPLATE BEFORE INSTALLING TAPERED STEEL POLE BASE SECTION.

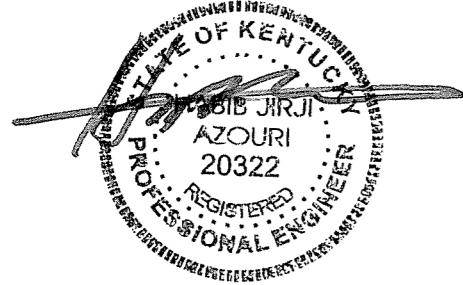
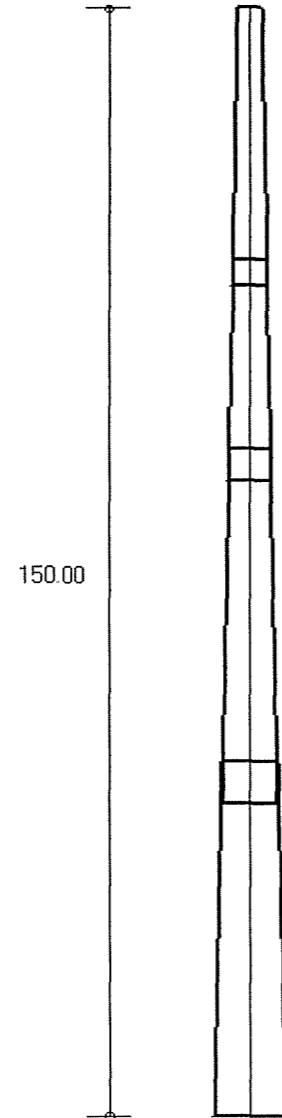
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Contract: 060-6870
Project: 150ft ROHN TSP
Date and Time: 1/11/2009 9:20:59 AM

Revision: 0
Site: CARROLTON
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)	Overlap (ft)	Top Dia. (in)	Bot Dia. (in)	Thick. (in)
1	48.00	5.75	43.87	56.75	0.3125
2	48.00	4.33	33.16	46.04	0.3125
3	30.00	3.50	26.77	34.82	0.2500
4	37.58	0.00	18.00	28.08	0.1875



1/11/10

MAXIMUM BASE REACTIONS

	Bare	Iced
Download (Kips)	32.8	40.4
Shear (Kips)	27.7	23.9
Moment (Kipsft)	3156.2	2801.9



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

Licensed to: ROHN Products LLC
 Peoria, Illinois

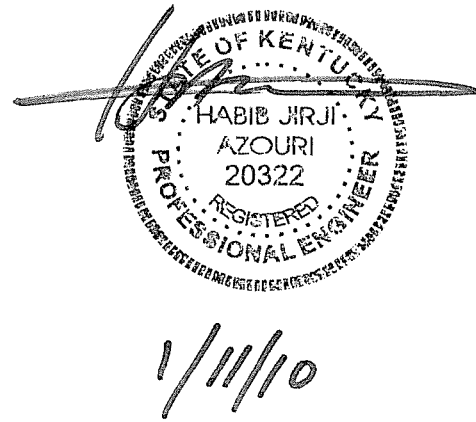
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 Contract: 060-6870
 Project: 150ft ROHN TSP
 Date and Time: 1/11/2009 9:20:59 AM

Revision: 0
 Site: CARROLTON
 Engineer: AMKW/DWG

Section A: PROJECT DATA

Project Title: 150ft ROHN TSP
 Customer Name: American Tower Corp.
 Site: CARROLTON
 Contract No.: 060-6870
 Revision: 0
 Engineer: AMKW/DWG
 Date: Jan 11 2009
 Time: 09:20:59 AM

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



GENERAL DESIGN CONDITIONS

Start Wind direction: 0.00 (Deg)
 End Wind direction: 330.00 (Deg)
 Increment wind direction: 30.00 (Deg)
 Elevation above ground: 0.00 (ft)
 Gust Response Factor Gh: 1.69
 Material Density: 490.1 (lbs/ft³)
 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/ft³)
 Wind pressure reduction for iced conditions: 0.75

WIND ONLY SERVICEABILITY CONDITIONS:

Operational Wind Speed: 50.00 (mph)

Analysis performed using: TowerSoft Finite Element Analysis Program

File: W:\Jobs\2010\060-6870\060-6870.out

Contract: 060-6870

Project: 150ft ROHN TSP

Date and Time: 1/11/2009 9:20:59 AM

Revision: 0

Site: CARROLTON

Engineer: AMKW/DWG

Section B: STRUCTURE GEOMETRY

Total Height (ft)	Bottom Diameter (in)	Top Diameter (in)
150.00	56.75	18.00

Sect. No	Length (ft)	Overlap (ft)	Bot Dia. (in)	Top Dia. (in)	Thick. (in)	Sides	Joint Type	Yield Stress (ksi)	Mass (lbs)	Calculated Taper (in/ft)
1	48.00	5.75	56.75	43.87	0.3125	18-sided	Flange	65.0	8093.3	0.26833
2	48.00	4.33	46.04	33.16	0.3125	18-sided	Telescopic	65.0	6359.3	0.26833
3	30.00	3.50	34.82	26.77	0.2500	18-sided	Telescopic	65.0	2472.2	0.26833
4	37.58	0.00	28.08	18.00	0.1875	18-sided	Telescopic	65.0	1737.9	0.26833

Total Mass: 18662.7

STATE OF KENTUCKY
ABIR JIRJI AZOURI
20322
REGISTERED PROFESSIONAL ENGINEER
1/11/10

File: W:\Jobs\2010\060-6870\060-6870.out

Contract: 060-6870

Project: 150ft ROHN TSP

Date and Time: 1/11/2009 9:20:59 AM

Revision: 0

Site: CARROLTON

Engineer: AMKW/DWG

Section D: TRANSMISSION LINE DATA

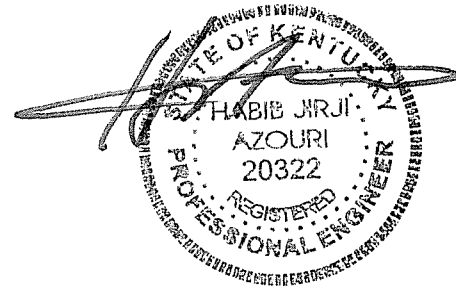
Transmission Lines Position

No.	Bot El (ft)	Top El (ft)	Desc.	Radius (ft)	Az.	Orient.	No.	Shielded	Shielded Lines	Antenna
1	0.00	150.00	3/8" CABLE	0.00	0.00	0.00	1	No	0	
2	0.00	150.00	LDF7P-50A	0.00	0.00	0.00	12	Yes	12	
3	0.00	140.00	LDF7P-50A	0.00	0.00	0.00	12	Yes	12	
4	0.00	130.00	LDF7P-50A	0.00	0.00	0.00	12	Yes	12	
5	0.00	120.00	LDF7P-50A	0.00	0.00	0.00	12	Yes	12	

Transmission Lines Details

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

Utilization of the cross-section for TX Lines: 28.06%



1/11/10

File: W:\Jobs\2010\060-6870\060-6870.out
Contract: 060-6870
Project: 150ft ROHN TSP
Date and Time: 1/11/2009 9:20:59 AM

Revision: 0
Site: CARROLTON
Engineer: AMKW/DWG

Section F: POINT LOAD DATA

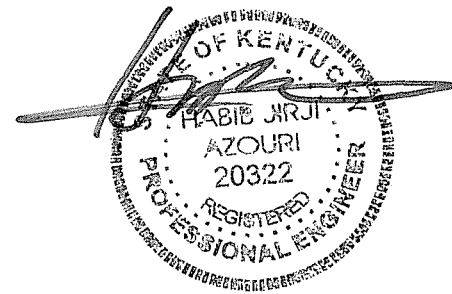
Structure Azimuth from North:0.00

POINT LOADS

No.	Description	Elev. (ft)	Radius (ft)	Azim. (Deg)	Orient. (Deg)	Vertical Offset (ft)	Tx Line	Comments
1	Carrier # 1	150.00	0.00	0.0	0.0	0.00		
2	Carrier # 2	140.00	0.00	0.0	0.0	0.00		
3	Carrier # 3	130.00	0.00	0.0	0.0	0.00		
4	Carrier # 4	120.00	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	105.00	105.00	125.00	125.00	2.00	3.00
2	Carrier # 2	105.00	105.00	125.00	125.00	2.00	3.00
3	Carrier # 3	105.00	105.00	125.00	125.00	2.00	3.00
4	Carrier # 4	105.00	105.00	125.00	125.00	2.00	3.00



1/11/10

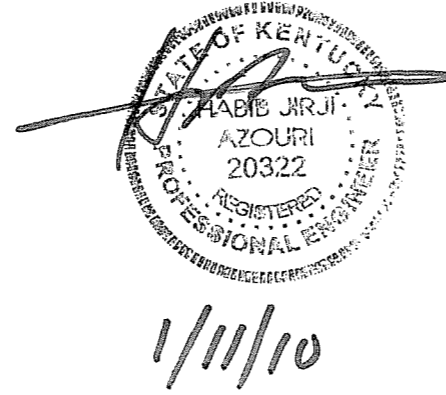
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Contract: 060-6870
Project: 150ft ROHN TSP
Date and Time: 1/11/2009 9:20:59 AM

Revision: 0
Site: CARROLTON
Engineer: AMKW/DWG

Section H: STRUCTURE DISPLACEMENT DATA

Load Combination Max Envelope

Elev. (ft)	Maximum displacements					
	N-S Disp (in)	W-E Disp (in)	Vert. Disp (in)	N-S Rot (deg)	W-E Rot (deg)	Twist Rot (deg)
150.00	121.0	-120.6	-5.2	-7.69	-7.72	0.02
143.19	110.0	-109.7	-4.5	-7.63	-7.66	0.02
136.38	99.3	-98.9	-3.9	-7.45	-7.48	0.02
129.57	88.8	-88.5	-3.3	-7.18	-7.20	0.02
122.77	78.8	-78.5	-2.7	-6.80	-6.82	0.02
115.96	69.4	-69.2	-2.2	-6.33	-6.35	0.02
112.46	64.8	-64.6	-2.0	-6.06	-6.08	0.02
108.02	59.3	-59.1	-1.7	-5.78	-5.80	0.02
103.57	54.1	-53.9	-1.5	-5.48	-5.50	0.02
99.13	49.1	-48.9	-1.3	-5.18	-5.19	0.02
94.69	44.4	-44.3	-1.1	-4.87	-4.88	0.02
90.25	40.0	-39.9	-0.9	-4.56	-4.57	0.02
85.92	36.0	-35.9	-0.8	-4.25	-4.27	0.02
78.34	29.6	-29.5	-0.6	-3.81	-3.83	0.01
70.75	23.8	-23.8	-0.4	-3.38	-3.40	0.01
63.17	18.8	-18.7	-0.3	-2.97	-2.98	0.01
55.58	14.4	-14.3	-0.2	-2.57	-2.57	0.01
48.00	10.6	-10.5	-0.1	-2.18	-2.19	0.01
42.25	8.1	-8.1	-0.1	-1.90	-1.90	0.01
35.21	5.6	-5.5	-0.1	-1.55	-1.55	0.01
28.17	3.5	-3.5	0.0	-1.21	-1.22	0.01
21.13	2.0	-1.9	0.0	-0.89	-0.89	0.00
14.08	0.9	-0.9	0.0	-0.58	-0.58	0.00
7.04	0.2	-0.2	0.0	-0.29	-0.29	0.00
0.00	0.0	0.0	0.0	0.00	0.00	0.00

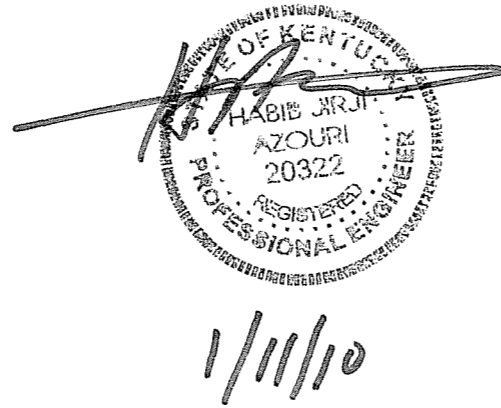


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Contract: 060-6870
Project: 150ft ROHN TSP
Date and Time: 1/11/2009 9:20:59 AM

Revision: 0
Site: CARROLTON
Engineer: AMKW/DWG

Section K: POLE OUTPUT LOAD DATA

Load Combination	Max Envelope			
Wind Direction	Maximum Loads			
Elev. (ft)	Axial Ld. (kips)	Shear Ld. (kips)	Torque (kipsft)	Bend Mom. (kipsft)
150.00	2.92	4.89	0.03	0.07
143.19	2.92	4.89	1.11	33.24
143.19	4.81	7.71	1.11	33.40
136.38	4.81	7.71	2.79	85.43
136.38	6.79	10.54	2.74	85.64
129.57	6.79	10.54	4.98	157.14
129.57	10.00	15.18	4.81	157.41
122.77	10.00	15.18	7.86	259.90
122.77	12.39	18.20	7.51	260.23
115.96	12.39	18.20	10.96	383.77
115.96	14.16	20.31	10.72	384.04
112.46	14.16	20.31	12.62	454.24
112.46	14.84	20.56	12.19	454.46
108.02	14.84	20.56	14.53	545.68
108.02	15.63	20.85	14.02	545.92
103.57	15.63	20.85	16.25	637.76
103.57	16.31	21.14	15.63	637.99
99.13	16.31	21.14	17.78	731.08
99.13	17.02	21.42	17.05	731.29
94.69	17.02	21.42	19.11	826.35
94.69	17.74	21.70	18.28	826.55
90.25	17.74	21.70	20.23	922.16
90.25	18.47	21.98	19.32	922.36
85.92	18.47	21.98	21.12	1017.07
85.92	19.82	22.39	19.72	1017.32
78.34	19.82	22.39	22.62	1186.23
78.34	21.58	22.91	21.00	1186.52
70.75	21.58	22.91	23.64	1359.43
70.75	23.15	23.42	21.84	1359.69
63.17	23.15	23.42	24.23	1537.25
63.17	24.77	23.93	22.26	1537.48
55.58	24.77	23.93	24.38	1718.15
55.58	26.46	24.43	22.25	1718.35
48.00	26.46	24.43	24.11	1902.85
48.00	28.00	24.86	22.22	1903.00
42.25	28.00	24.86	23.46	2045.29
42.25	29.96	25.27	21.31	2045.41
35.21	29.96	25.27	22.62	2223.14
35.21	32.11	25.69	20.21	2223.27
28.17	32.11	25.69	21.26	2403.23
28.17	33.87	26.10	18.76	2403.33
21.13	33.87	26.10	19.58	2587.10
21.13	35.68	26.52	16.98	2587.18
14.08	35.68	26.52	17.56	2773.99
14.08	37.54	26.95	14.89	2774.03
7.04	37.54	26.95	15.23	2963.05
7.04	39.46	27.38	12.48	2963.08
0.00	39.46	27.38	12.58	3156.16
Base	40.40	27.68	12.58	3156.17

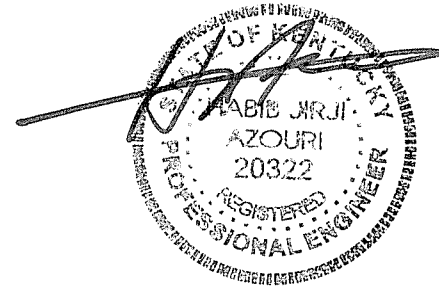


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Contract: 060-6870
Project: 150ft ROHN TSP
Date and Time: 1/11/2009 9:20:59 AM

Revision: 0
Site: CARROLTON
Engineer: AMKW/DWG

Section L: STRENGTH ASSESSMENT DATA

Load Combination	Max Envelope					
Wind Direction	Maximum					
Elev.	Bending	Axial	Shear	Total	Allowable	Assess.
(ft)	Stress	Stress	Stress	Stress	Stress	Stress
	(ksi)	(ksi)	(ksi)	(ksi)	(ksi)	(ksi)
150.00	0.02	0.17	0.46	0.82	52.00	0.016
143.19	7.02	0.15	0.42	7.21	52.00	0.139
143.19	7.08	0.22	0.66	7.39	52.00	0.142
136.38	15.14	0.20	0.60	15.38	52.00	0.296
136.38	15.18	0.30	0.82	15.54	52.00	0.299
129.57	23.64	0.27	0.76	23.95	52.00	0.461
129.57	23.68	0.41	1.09	24.17	52.00	0.465
122.77	33.61	0.38	1.01	34.03	52.00	0.654
122.77	33.65	0.48	1.22	34.20	52.00	0.658
115.96	43.10	0.45	1.13	43.60	52.00	0.838
115.96	43.13	0.53	1.26	43.72	52.00	0.841
112.46	37.00	0.42	0.94	37.46	52.00	0.720
108.02	40.79	0.40	0.90	41.22	52.00	0.793
108.02	40.81	0.43	0.92	41.27	52.00	0.794
103.57	43.93	0.42	0.88	44.37	52.00	0.853
103.57	43.94	0.44	0.89	44.41	52.00	0.854
99.13	46.55	0.43	0.86	47.00	52.00	0.904
99.13	46.56	0.45	0.87	47.04	52.00	0.905
94.69	48.78	0.44	0.84	49.24	52.00	0.947
94.69	48.79	0.46	0.85	49.27	52.00	0.948
90.25	50.61	0.45	0.82	51.07	52.00	0.982
90.25	50.62	0.47	0.83	51.11	52.00	0.983
85.92	43.17	0.41	0.66	43.60	52.00	0.838
78.34	44.79	0.39	0.63	45.19	52.00	0.869
78.34	44.81	0.43	0.64	45.25	52.00	0.870
70.75	45.97	0.41	0.61	46.39	52.00	0.892
70.75	45.98	0.45	0.62	46.44	52.00	0.893
63.17	46.83	0.42	0.59	47.26	52.00	0.909
63.17	46.83	0.46	0.60	47.31	52.00	0.910
55.58	47.39	0.44	0.57	47.84	52.00	0.920
55.58	47.39	0.48	0.58	47.88	52.00	0.921
48.00	47.74	0.46	0.56	48.21	52.00	0.927
48.00	47.75	0.49	0.57	48.24	52.00	0.928
42.25	49.25	0.52	0.56	49.77	52.00	0.957
35.21	49.29	0.50	0.54	49.80	52.00	0.958
35.21	49.30	0.54	0.55	49.85	52.00	0.959
28.17	49.23	0.52	0.53	49.76	52.00	0.957
28.17	49.24	0.55	0.54	49.80	52.00	0.958
21.13	49.12	0.53	0.52	49.66	51.95	0.956
21.13	49.12	0.57	0.53	49.69	51.95	0.957
14.08	48.94	0.55	0.51	49.50	51.08	0.969
14.08	48.94	0.58	0.52	49.53	51.08	0.970
7.04	48.71	0.56	0.50	49.28	50.21	0.981
7.04	48.71	0.59	0.51	49.31	50.21	0.982
0.00	48.46	0.57	0.49	49.04	49.34	0.994



1/11/10

=====
BASE PLATE & ANCHOR BOLT ANALYSIS
Ver. 2.0.13
=====

1/11/2010 9:46:42 AM

STRUCTURE: Pole
ENGINEER: DWG
ENG FILE: 060-6870

BLDG CODE: EIA-222-F
LOAD FACTOR = 1.3

LOADS Loadcase: LOADCASE 0
AXIAL = 40.40 kips
OTM = 3,156.20 ft-kips
SHEAR = 27.70 kips
TORSION = 12.60 ft-kips

GEOMETRY
POLE
DIAMETER = 56.750 in
WALL THICKNESS = 0.3125 in
NUMBER OF SIDES = 18

PLATE
DIAMETER = 68.000 in
THICKNESS = 2.000 in
WEIGHT(black) = 886.9 lbs
INSIDE DIAMETER = 50.500 in
INSERT DEPTH = 1.00 in
BEVEL = 0.000 deg

ANCHOR BOLTS
NUMBER OF BOLTS = 12
BOLT DIAMETER = 2.250 in
GRADE OF BOLTS = A615 Gr. 75
BOLT HOLE DIAM = 2.6250 in
X BAR (Iar) = 1.00 in

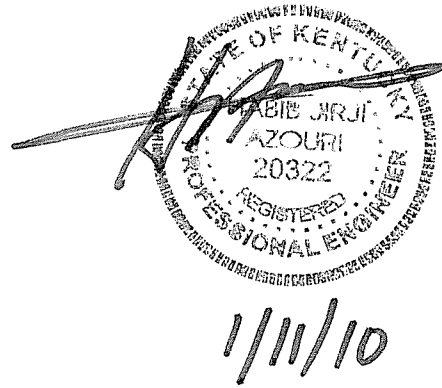
REINFORCING FILLET WELD SIZE
OUTSIDE = 0.1875 in
INSIDE = 0.1875 in
Iweld = 1.000

BOLTS (Plastic) [Threads: INCLUDED]
AXIAL PER BOLT = 213.49 kips/bolt
MOMENT PER BOLT = 2.29 in-kips/bolt
SHEAR PER BOLT = 3.52 kips/bolt

AXIAL CAPACITY = 260.00 kips/bolt
MOMENT CAPACITY = 126.26 in-kips/bolt
SHEAR CAPACITY = 134.19 kips/bolt
INTERACTION RATIO (Target IR = 1.00)
I1 = 0.848
I2 = 0.000

REQUIRED PLATE THICKNESS
for BENDING = 1.894 in.
for GROSS SHEAR = 0.677 in.
PLATE INTERACTION RATIO = 1.000 (OK) [based on bolt capacity]

CHECKS
min. NUMBER OF BOLTS = Passed
min. BOLT HOLE = Passed
min. EDGE DISTANCE = Passed
BOLT CIRCLE = Passed
WELD SIZE = Size OK
PLATE INSERT = OK



AMERICAN TOWER[®]

CORPORATION

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

PRELIMINARY DESIGN
 NOT FOR CONSTRUCTION

273845 - CARROLLTON KY, KY

PROJECT DESCRIPTION:

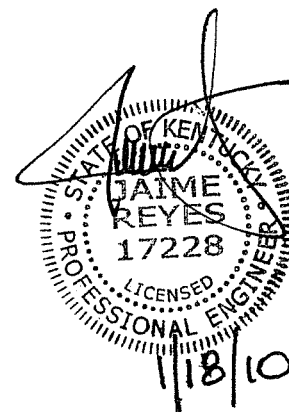
FOUNDATION DESIGN FOR A 150' "ROHN" MONOPOLE.

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: 273845
 SITE NAME: CARROLLTON KY, KY
 SITE ADDRESS: 417 MARTIN ROAD
 CARROLLTON, KY 41008
 PROPERTY OWNER: AMERICAN TOWER CORPORATION
 ATC JOB NUMBER: 444172972
 DATE: 1/14/10
 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	DRILLED PIER FOUNDATION DETAILS	0
A-2	BAR LIST FOR REINFORCING STEEL AND GENERAL NOTES	0

FABRICATION DRAWING INDEX

DRAWING NUMBER	DRAWING TITLE	REVISION

GENERAL

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

APPLICABLE CODES AND STANDARDS

1. ANSII/AIA/EIA: STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES, 222-F EDITION.
2. KENTUCKY BUILDING CODE 2007 AND 2006 INTERNATIONAL BUILDING CODE.
3. ACI 318: AMERICAN CONCRETE INSTITUTE, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, 318-05.
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 707460-1K.

BOLT TIGHTENING PROCEDURE

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

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

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

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

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

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

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

SPECIAL INSPECTION

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



AMERICAN TOWER[®]
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ENGINEERING
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 (972) 999-8940 Fax
 NYSE:AMT

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REV.	DESCRIPTION	BY	DATE
△ 0	FIRST ISSUE	CAB	1/14/10
△			
△			
△			

SITE NUMBER:
273845
 SITE NAME:
CARROLLTON KY,
KY
 SITE ADDRESS:
 417 MARTIN ROAD
 CARROLLTON, KY 41008

DRAWN BY:	CAB
CHECKED BY:	HMA
APPROVED BY:	USA
DATE DRAWN:	1/14/10
ATC JOB NO:	44472972

SHEET TITLE:
IBC GENERAL NOTES

SHEET NUMBER:	IGN	REV #:	0
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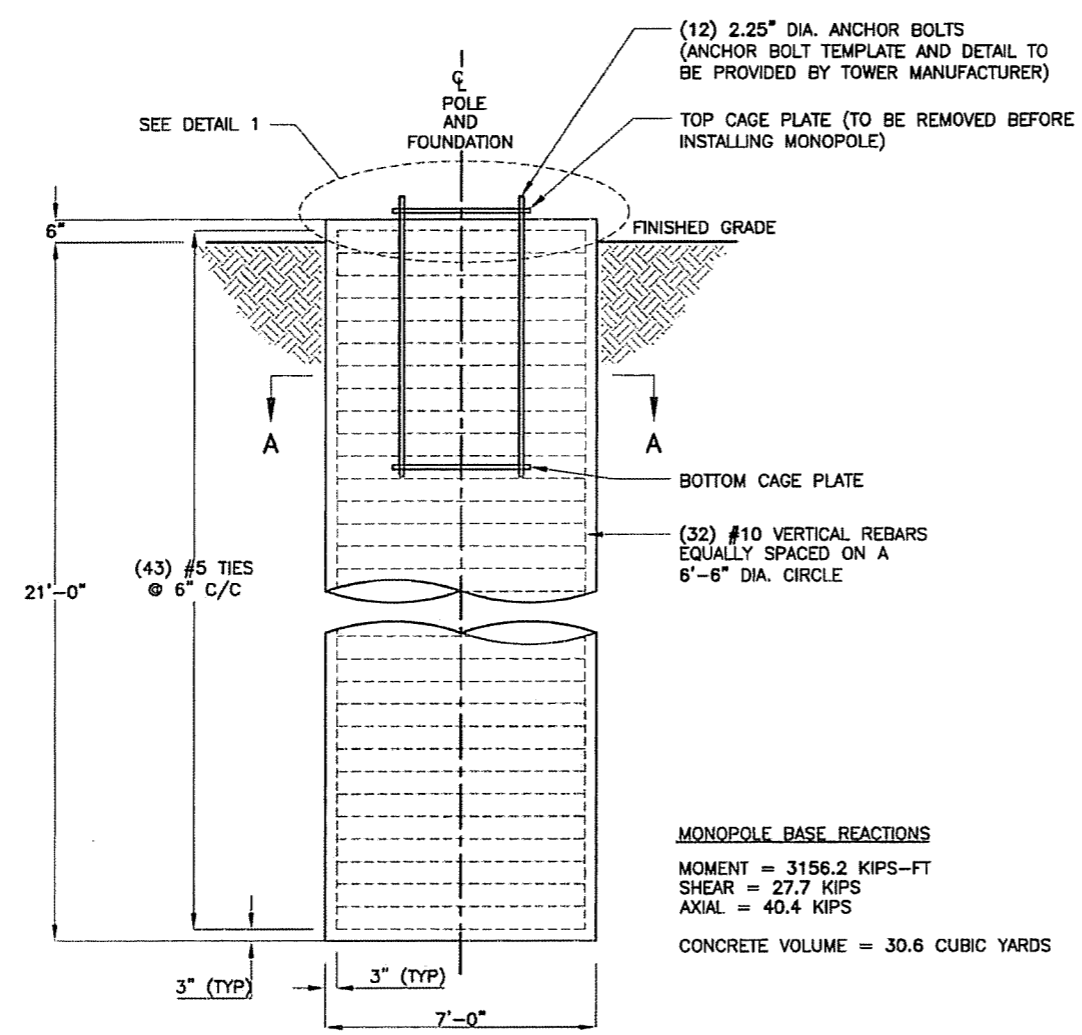
REV.	DESCRIPTION	BY	DATE
△	FIRST ISSUE	CAB	1/14/10
△			
△			
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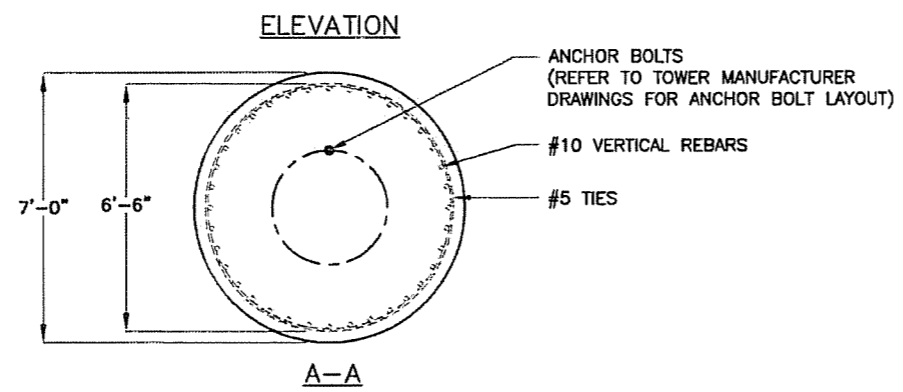
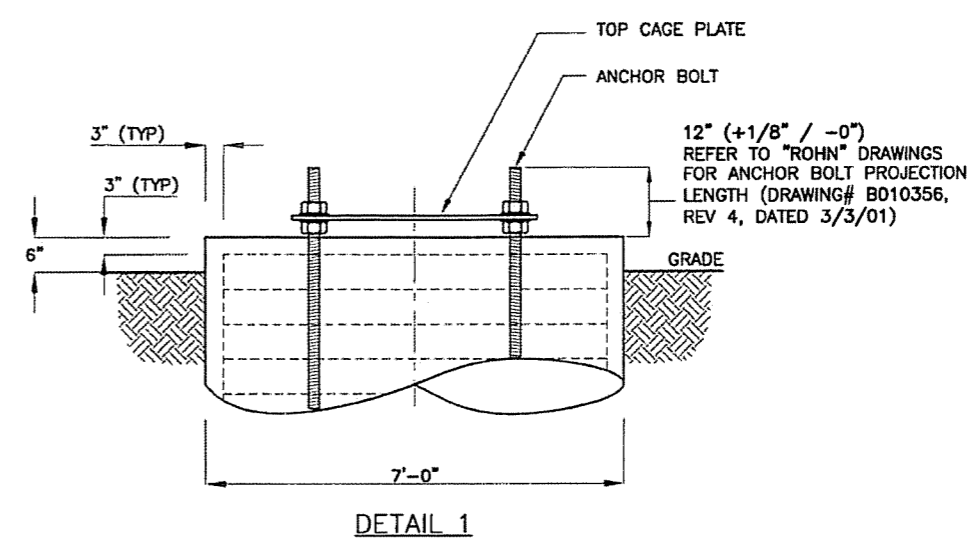
DRAWN BY:	CAB
CHECKED BY:	HMA
APPROVED BY:	USA
DATE DRAWN:	1/14/10
ATC JOB NO:	44472972

SHEET TITLE:
**DRILLED PIER
FOUNDATION
DETAILS**

SHEET NUMBER:	REV #
A-1	0



MONOPOLE BASE REACTIONS
MOMENT = 3156.2 KIPS-FT
SHEAR = 27.7 KIPS
AXIAL = 40.4 KIPS
CONCRETE VOLUME = 30.6 CUBIC YARDS



**PRELIMINARY DESIGN
NOT FOR CONSTRUCTION**

NOTES

- FOUNDATION DESIGNED FOR A "ROHN" 150' MONOPOLE (ENG. FILE# 060-6870, DRAWING# 606870-01-D1, DATED 1/11/10). REFERENCE TOWER MANUFACTURER DRAWINGS FOR ANCHOR BOLT INSTALLATION REQUIREMENTS.
- FOUNDATION DESIGN REACTIONS WERE OBTAINED FROM TOWER MANUFACTURER DESIGN DRAWINGS (ENG. FILE# 060-6870, DRAWING# 606870-01-D1, DATED 1/11/10).
- FOUNDATION DESIGN WAS BASED ON SOIL REPORT PROVIDED BY "PATRIOT ENGINEERING AND ENVIRONMENTAL, INC." WITH PROJECT# 5-09-1201, DATED 1/8/10. THIS FOUNDATION DESIGN WAS BASED UPON A PRELIMINARY GEOTECHNICAL REPORT WITH LIMITED RECOMMENDATIONS. A FINAL INVESTIGATION SHALL BE PERFORMED AND FINAL RECOMMENDATIONS PROVIDED ONCE THE TOWER COMPOUND AREA IS ACCESSIBLE.
- DUE TO THE PRESENCE OF VERY STIFF OR DENSE SOILS, THE USE OF HEAVY TOOLS OR EQUIPMENT WILL BE REQUIRED IN CONSTRUCTIONS.
- THIS FOUNDATION DESIGN SHALL BE RE-EVALUATED WHEN FINAL GEOTECHNICAL REPORT IS PROVIDED.
- CONCRETE SLUMP: 6"~8"
- LEAVING PIER HOLES OPEN OVERNIGHT IS NOT RECOMMENDED.

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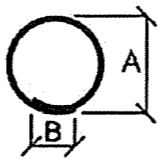
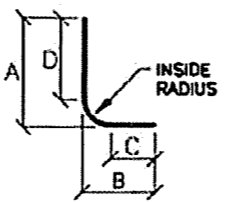
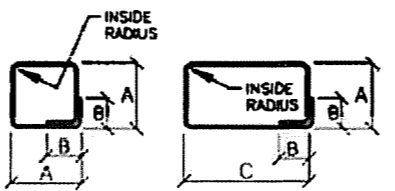
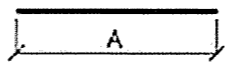
REV.	DESCRIPTION	BY	DATE
△	FIRST ISSUE	CAB	1/14/10
△			
△			
△			

SITE NUMBER:
273845
 SITE NAME:
**CARROLLTON KY,
 KY**
 SITE ADDRESS:
 417 MARTIN ROAD
 CARROLLTON, KY 41008

DRAWN BY:	CAB
CHECKED BY:	HMA
APPROVED BY:	USA
DATE DRAWN:	1/14/10
ATC JOB NO:	44472972

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

SHEET NUMBER:	REV #
A-2	0

QTY REQ'D	REBAR SIZE	LENGTH	TOTAL WEIGHT (LBS)	TYPE	BENDING DIAGRAM					
					A	B	C	D	INSIDE RAD.	
-	-	-	-	ROUND TIE	A	B				
43	#5	21'-4 1/2"	959		6'-6"	1'-1"				
-	-	-	-	90° BEND VERTICAL	A	B	C	D	INSIDE RAD.	
-	-	-	-	SQUARE OR RECTANGULAR TIE	A	B	C		INSIDE RAD.	
-	-	-	-	STRAIGHT	A					
32	#10	21'-0"	2892		21'-0"					

GENERAL FOUNDATION CONSTRUCTION NOTES

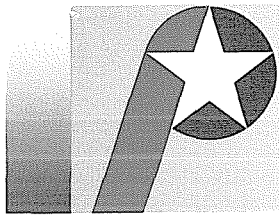
- ALL REBAR (HORIZONTAL & VERTICAL) SHALL BE SECURELY WIRE TIED TO PREVENT DISPLACEMENT DURING POURING OF CONCRETE.
- CONCRETE TO HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS.
- REINFORCED CONCRETE CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH ACI STANDARDS 318.
- MINIMUM CONCRETE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

FOUNDATION AND ANCHOR TOLERANCES

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

**PRELIMINARY DESIGN
 NOT FOR CONSTRUCTION**

Exhibit E



**PATRIOT ENGINEERING
and Environmental, Inc.**

Engineering Value for Project Success

Consulting Environmental, Geotechnical and Materials Engineers

January 8, 2010

Nsoro
10830 Penion Drive
Louisville, KY 40299

Attention: Chad Goughnour

RE: *Limited Preliminary* Report of Geotechnical Engineering Investigation
Carrollton DT Cell Tower
417 Martin Road
Carrollton, Kentucky 41008
Patriot Project Number 5-09-1201

Dear Chad:

The purpose of this letter is present findings during our limited field investigation and to provide preliminary recommendations to aid in the design and construction of the proposed tower facility. This limited preliminary study included a site visit to observe the site conditions and attempt to determine the depth to bedrock at the center of the proposed tower location, a geologic map study to determine the type and nature of the rock formation(s) that will likely be encountered during construction, and preliminary recommendations (including preliminary allowable bearing pressures and allowable skin friction values) to aid in construction of the proposed tower and outbuilding. A final investigation that includes the performance of soil test borings and rock coring could not be performed due to the steep grade at the area of the proposed tower compound that will not accommodate drilling equipment. Benching into the hillside to create a working platform was discouraged due to the possibility of initiating slope stability issues. This report is preliminary in nature and is a means for providing preliminary recommendations only, and does not constitute a final geotechnical investigation. A final investigation should be performed once the tower compound area is accessible to conventional drilling equipment so that final design recommendations may be provided.

We understand that the proposed project will consist of a 120-ft. to 195-ft. tall monopole tower structure along with a small out-building, access road and parking lot. Structural loading conditions have not been provided; however, based upon experience with projects of a similar scope we estimate that the maximum downward load for the tower will not exceed 60 kips, the maximum shear will not exceed 40 kips, and the maximum overturning moment will not exceed 5500 kip-ft. We estimate that the structural loads for the proposed out-building will not exceed 1.5 kips/lineal foot. The area for the proposed tower compound is very wooded and hilly, with elevations within the lease area ranging from about 635 to 695. An existing water tower is located is located approximately 175 ft. west (down-grade) of the proposed tower location. The area

400 Production Court, Louisville, Kentucky 40299
(502) 961-5652 • (502) 961-9256 FAX • www.patrioteng.com

Offices in Indianapolis, Evansville, Fort Wayne, Lafayette, Terre Haute, and Dayton.

where the water tank was constructed appears to have been benched into the existing hillside.

The field investigation was performed on January 6, 2010 by Wes Hemp, Patriot Engineering's Director of Geotechnical Services for the Louisville, KY Branch. During this site visit, Mr. Hemp visually observed the conditions within the tower lease area and attempted to dig a hole at the tower center location with a shovel to determine the depth to bedrock. The hole was terminated at a depth of about 10 inches due to the rocky nature of the excavated soils and tree roots which prevented further excavation. The topsoil layer was roughly 4 to 5 inches thick and was underlain by light brown, moist clay small limestone fragments and slabs. It should be noted that even though the ground surface was covered with leaves, rock outcroppings were noted sporadically along the slope face where the proposed tower is to be constructed. The rock appeared to consist primarily of limestone and/or shaley limestone. Where noted, a majority of the scant soil cover appeared to be material weathered from shale.

Our study of the published Geologic Quadrangle Map (Carrollton) indicates that the Kope Formation, a rock formation composed of interbedded silty shale and limestone that slumps and slides when wet, is located within the vicinity of the project area. Landslides are common in this formation. However, based upon our review Quadrangle Map along with the Kentucky Geologic Survey Interactive GIS Map and the site survey, it is likely that the exposed or shallow bedrock within the tower lease area consists of the Calloway Creek Limestone of the Fairview Formation and the Grant Lake Limestone, both of which directly overlie the Kope Formation. These formations primarily consist of limestone with some interbedded shale that typically weathers to broken slabs and ledges, but are not as prone to slumping and sliding as the Kope Formation. The published geology map indicates that the base of the Grant Lake Limestone resides at an elevation of approximately 700 within the project area and that the underlying Calloway Creek Limestone formation is at least 85 feet in thickness. Taking this into account, assuming that solid bedrock is at or near the existing ground surface and that the bedrock stratigraphy within the project area is oriented horizontally with no dip, we estimate that basal contact of the Kope Formation and overlying Calloway Creek Limestone occurs at an elevation of no greater than 615, or an elevation of at least 20 feet below the lowest point of the compound lease area elevation of about 635.

Based upon the information obtained during our field and map investigations, our preliminary recommendations are as follows:

- A detailed slope stability analysis was beyond the scope of this limited preliminary investigation. However, our site observations did not reveal any obvious existing slope stability problems within the proposed development area. Apparent rock outcroppings and/or broken slabs of limestone were noted along the face of the hillside. However, it was difficult to determine if any sloughing of the hillside had occurred due to vast amount of trees leaves covering the ground.

A majority of the trees were oriented in a primarily vertical direction, indicating that no major slides had likely occurred within the tower lease area.

- Placement of embankment fill or benching into the hillside could generate slope stability problems. Care should be taken when excavating into the slope face of the proposed lease area and over-steepening of slopes should be discouraged. Retaining walls may be required in some areas, depending upon the actual soil and rock conditions. If the final design calls for placement of embankment or extensive benching into the slope face, this office should be notified to determine if measures need to be taken to maintain stable slopes.
- It is possible that grading operations for the proposed access road will expose shale and limestone bedrock of the Kope Formation in some areas. Care should be taken to not to over-steepen slopes along the roadway alignment so as not to initiate small landslides that would require more than the usual routine maintenance.
- Due to the shallow depth to bedrock, the most economical means of supporting the proposed tower would be by the use of drilled piers. A preliminary allowable end bearing pressure of **15,000** psf along with allowable skin friction and cohesion values of **500** and **5,000** psf, respectively, may be used to design the pier foundation bearing on rock. These values are conservative and will likely change after the final investigation has been performed. It should be noted that the recommended cohesion value has no factor of safety.
- We estimate that the footings for the outbuilding may be designed using net allowable bearing pressure of **5,000** pounds per square foot (psf) for footings bearing on shallow weathered rock. Much higher bearing pressures could be used if the footings are extended to competent bedrock as verified by the final geotechnical investigation (including rock coring). Lower bearing pressure values in the range of **1,500** to **3,000** psf could likely be used for foundations bearing on soil or structural backfill overlying the same, although this should be confirmed with a final geotechnical investigation.
- A representative of Patriot should be present during the foundation excavations and construction to observe the activities, to test the bearing surface and to make recommendations regarding footing and drilled pier construction. Additional recommendations for footing and drilled pier construction will be provided in the final report.
- Spread footings should bear at a minimum depth of 24 inches below final site grade for frost protection.
- Downspouts from the out-building and from the access road and driveways should not be discharged uphill from the foundations. We recommend that downspouts be designed to discharge below the lowest foundation and below the lower side of the road and driveways.
- Silt fences will be required prior to commencement of excavating for footings or site grading.

- A preliminary Seismic Site Classification of B may be used for this site, assuming that average depth to rock within the lease area is less than 5 feet.
- When the preliminary design plans are complete and the proposed tower location becomes accessible to drilling equipment, a final geotechnical engineering investigation (including rock coring) should be performed to analyze the effect of footing or rock excavation and foundation loads on the existing slopes.

As mentioned above, a final report will be made available after the area becomes accessible to the drilling equipment. The final report will include the above conclusions and recommendations in more detail along with copies of the borings logs, laboratory test results and a boring locations map. In the meantime, if you have any questions regarding this letter, please contact this office.

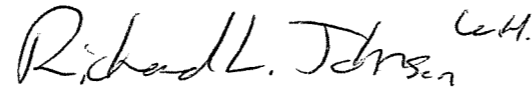
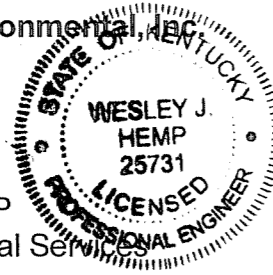
If you have any questions regarding this letter, please contact this office.

Sincerely,

Patriot Engineering and Environmental, Inc.

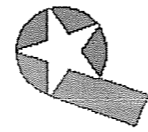
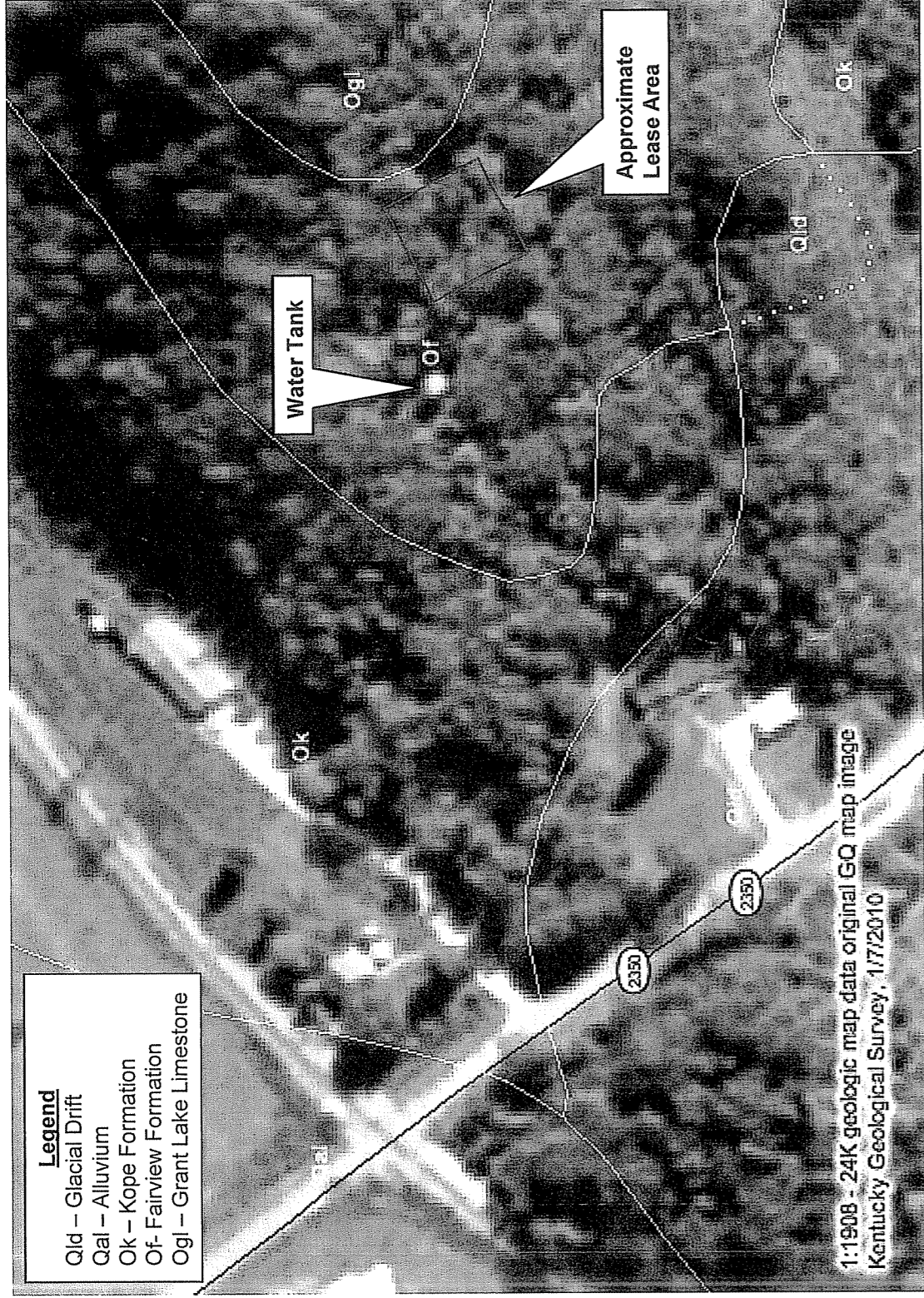


Wesley J. Hemp, P.E., LEED AP
Director – Louisville Geotechnical Services



Richard L. Johnson, P.E.
Senior Project Engineer

Attachments: Site Location Plan
 Site Geology Map

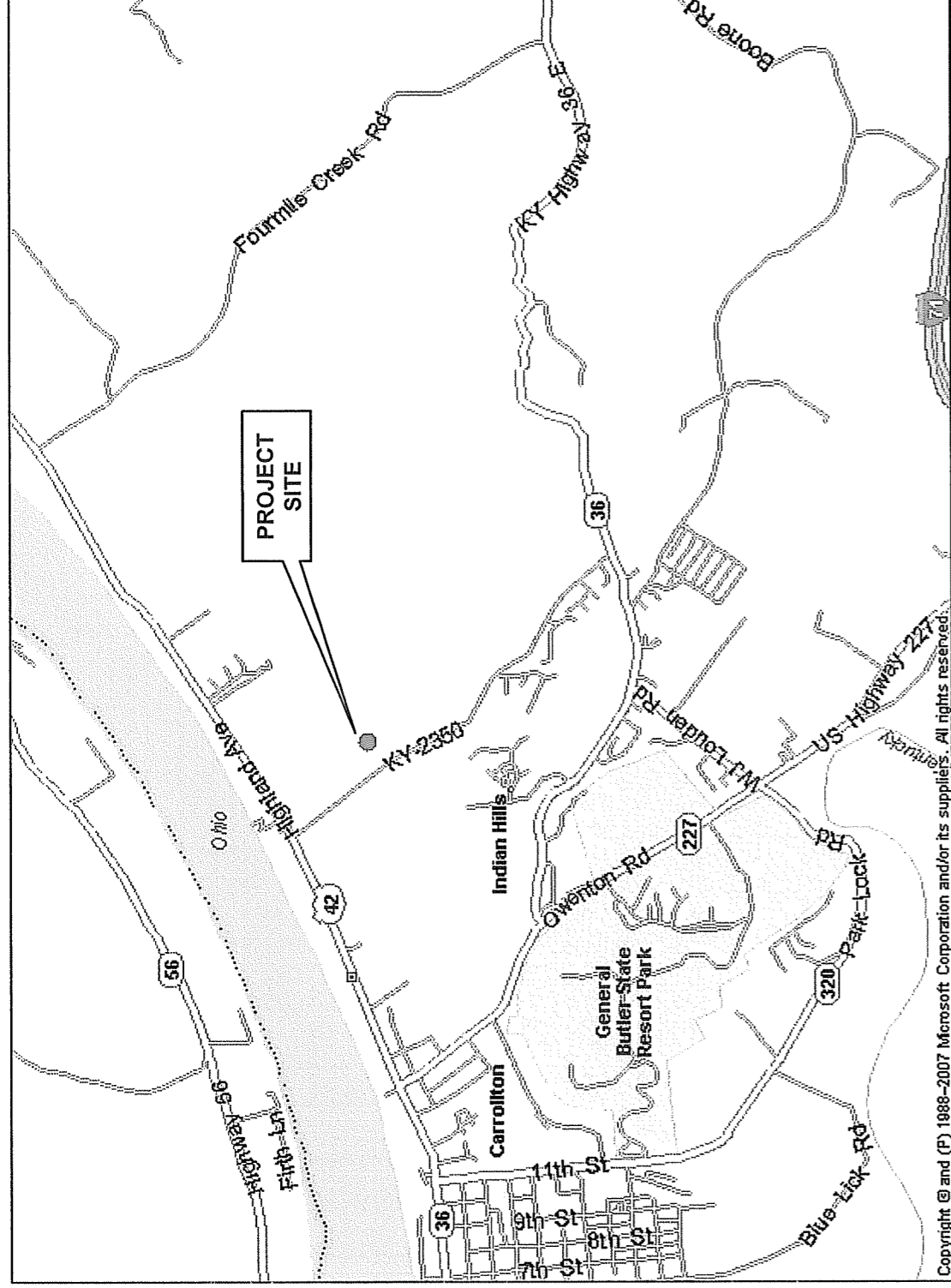
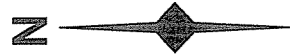


PATRIOT ENGINEERING
and Environmental, Inc.
Louisville, Kentucky 40299

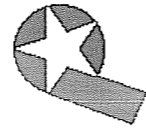
Site Geology Map
Carrollton DT Cell Tower
417 Martin Road
Carrollton, Kentucky

Job No. 5-09-1201

Figure 2



Site Location Map
Carrollton DT Cell Tower
417 Martin Road
Carrollton, Kentucky



PATRIOT ENGINEERING
and Environmental, Inc.
Louisville, Kentucky 40299

Job No. 5-09-1201

Figure 1

Exhibit F

Competing Utilities, Corporations or Persons

American Towers

Crown Communication

SBA Towers

Verizon

Sprint / Nextel

T-Mobile

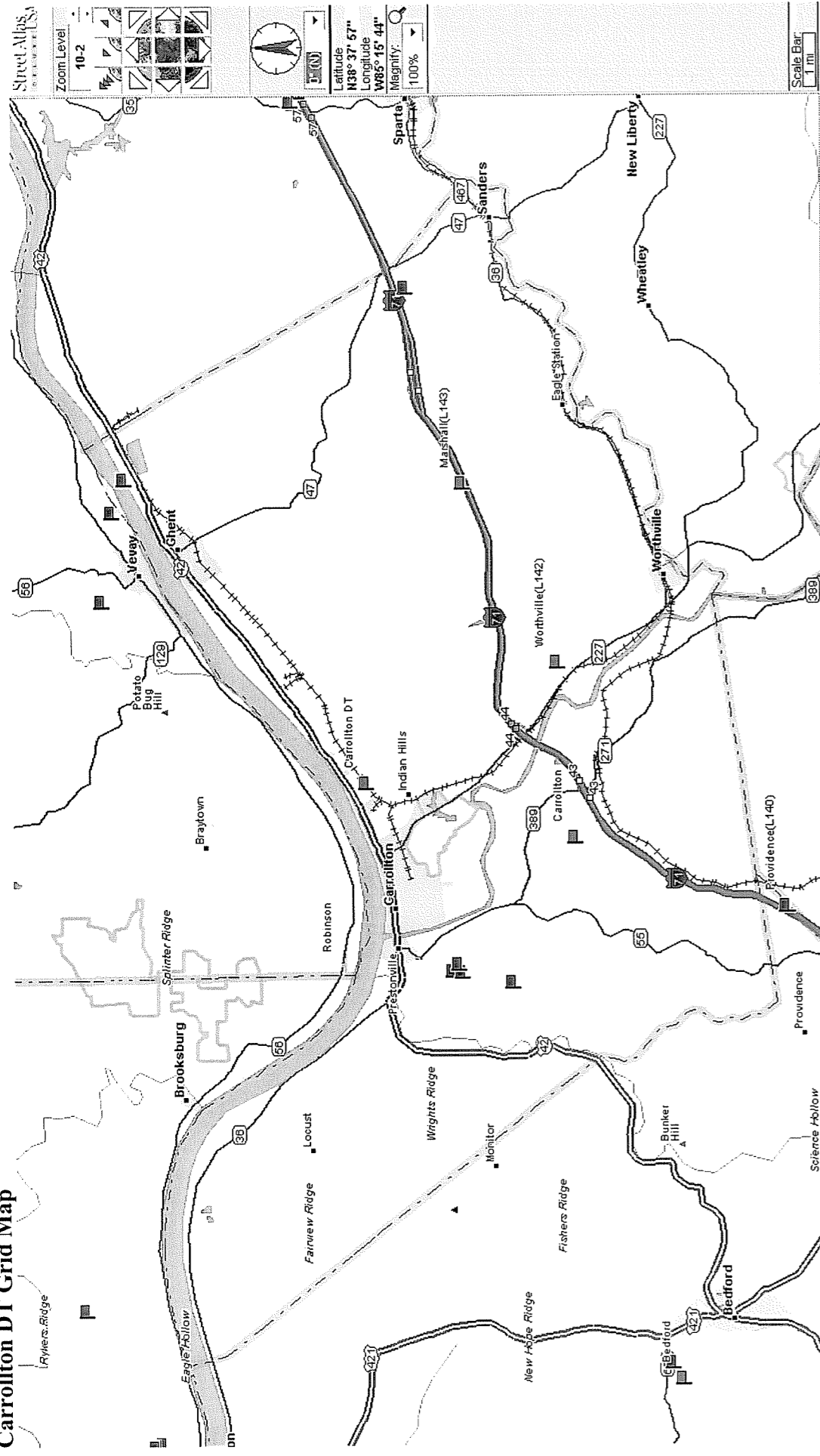
Bluegrass Cellular

Shared Sites

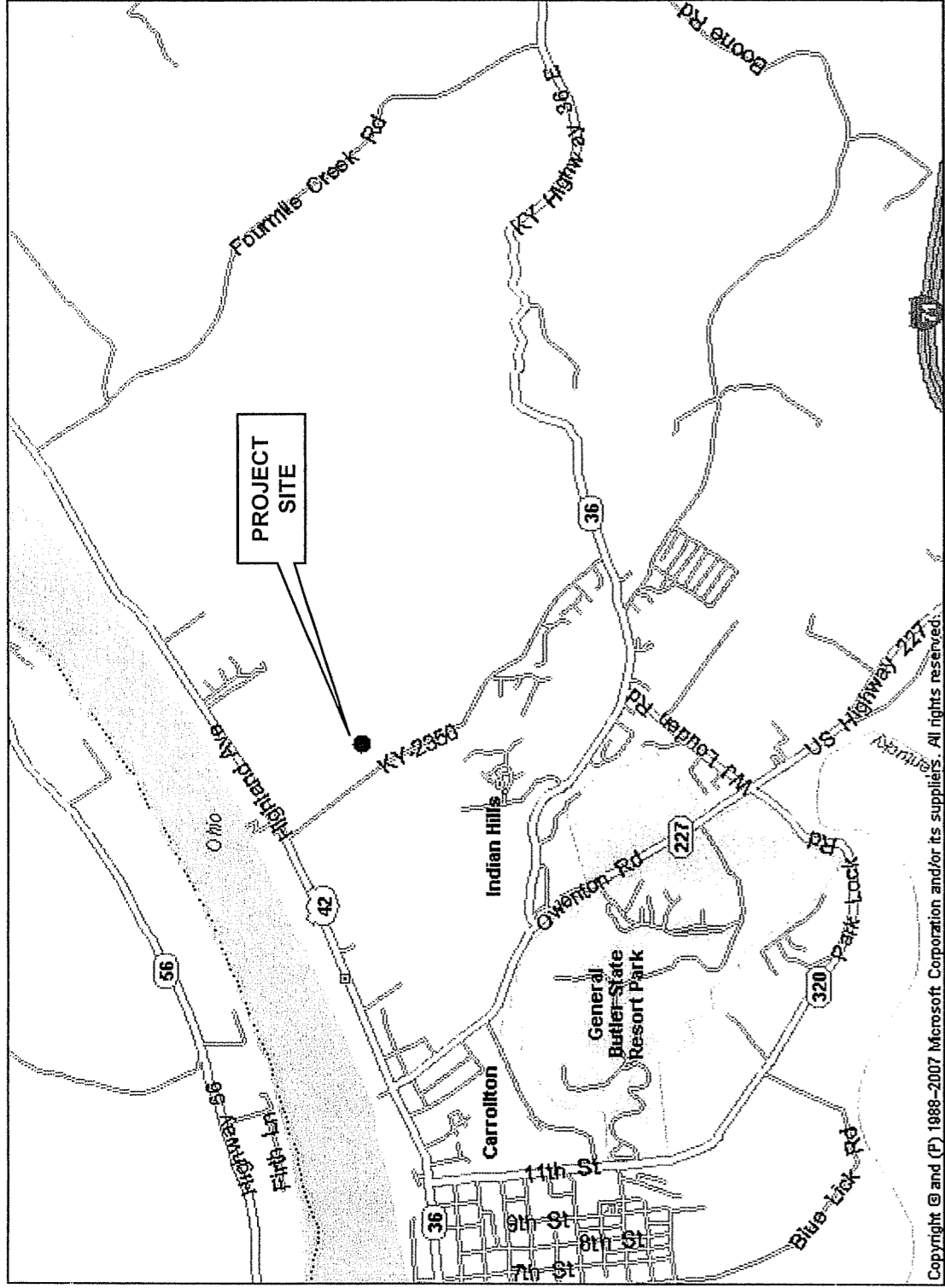
Cricket

Pegasus Towers

Carrollton DT Grid Map



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



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PATRIOT ENGINEERING
and Environmental, Inc.
Louisville, Kentucky 40299

Site Location Map
Carrollton DT Cell Tower
417 Martin Road
Carrollton, Kentucky

Job No. 5-09-1201

Figure 1

Exhibit G



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

Aeronautical Study No.
2009-ASO-5773-OE

Issued Date: 12/11/2009

AT&T Mobility LLC
Rick Suarez
5601 Legacy Drive #A-3
Plano, TX 75024

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

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

Structure:	Antenna Tower Carrollton Dt
Location:	Carrollton, KY
Latitude:	38-41-08.90N NAD 83
Longitude:	85-08-18.36W
Heights:	165 feet above ground level (AGL) 829 feet above mean sea level (AMSL)

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

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

This determination expires on 06/11/2011 unless:

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

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

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

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

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

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

If we can be of further assistance, please contact our office at (847) 294 7575. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2009-ASO-5773-OE.

Signature Control No: 656967-120818538

(DNE)

Vivian Vilaro
Specialist

Attachment(s)
Frequency Data

cc: FCC

Frequency Data for ASN 2009-ASO-5773-OE

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

From: [Houlihan, John \(KYTC\)](#)
To: [Roy Johnson](#)
Subject: RE: Carrollton DT KAZC filing
Date: Tuesday, October 06, 2009 2:47:49 PM
Importance: Low

Mr. Johnson,

This does not require a permit from the Kentucky Airport Zoning Commission. This antenna does not exceed 200 feet above ground level and is located beyond the 20,000 foot horizontal distance from the Cincinnati/Northern KY International Airport. Keep this email for your records.

Thank you

John Houlihan, Administrator
Kentucky Airport Zoning Commission

From: Roy Johnson [mailto:rjohnson@medleyspm.com]
Sent: Wednesday, September 23, 2009 11:25 AM
To: Houlihan, John (KYTC)
Cc: 'GLASS, LISA K (ATTCINW)'; 'WARD, MICHELLE M (ATTCINW)'; 'Chadwick Goughnour'; 'Vicki Hollis'
Subject: Carrollton DT KAZC filing

John,

I have attached the KAZC application for a proposed AT&T tower in Carrollton.

Roy Johnson
Mobile: (502) 445-2475

Exhibit H

ULS License

Cellular License - KNKQ255 - NEW CINGULAR WIRELESS PCS, LLC

PA This license has pending applications: 0004078789

Call Sign KNKQ255 Radio Service CL - Cellular
Status Active Auth Type Regular

Market

Market CMA449 - Kentucky 7 - Trimble Channel Block B
Submarket 0 Phase 2

Dates

Grant 11/29/2000 Expiration 10/01/2010
Effective 02/08/2007 Cancellation

Five Year Buildout Date

05/14/1996

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 P: (469)229-7422
PLANO, TX 75024 F:(469)229-7297
ATTN KELLYE E. ABERNATHY E:KELLYE.E.ABERNATHY@CINGULAR.COM

Contact

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

Ownership and Qualifications

Radio Service Mobile
Type
Regulatory Status Common Carrier Interconnected Yes

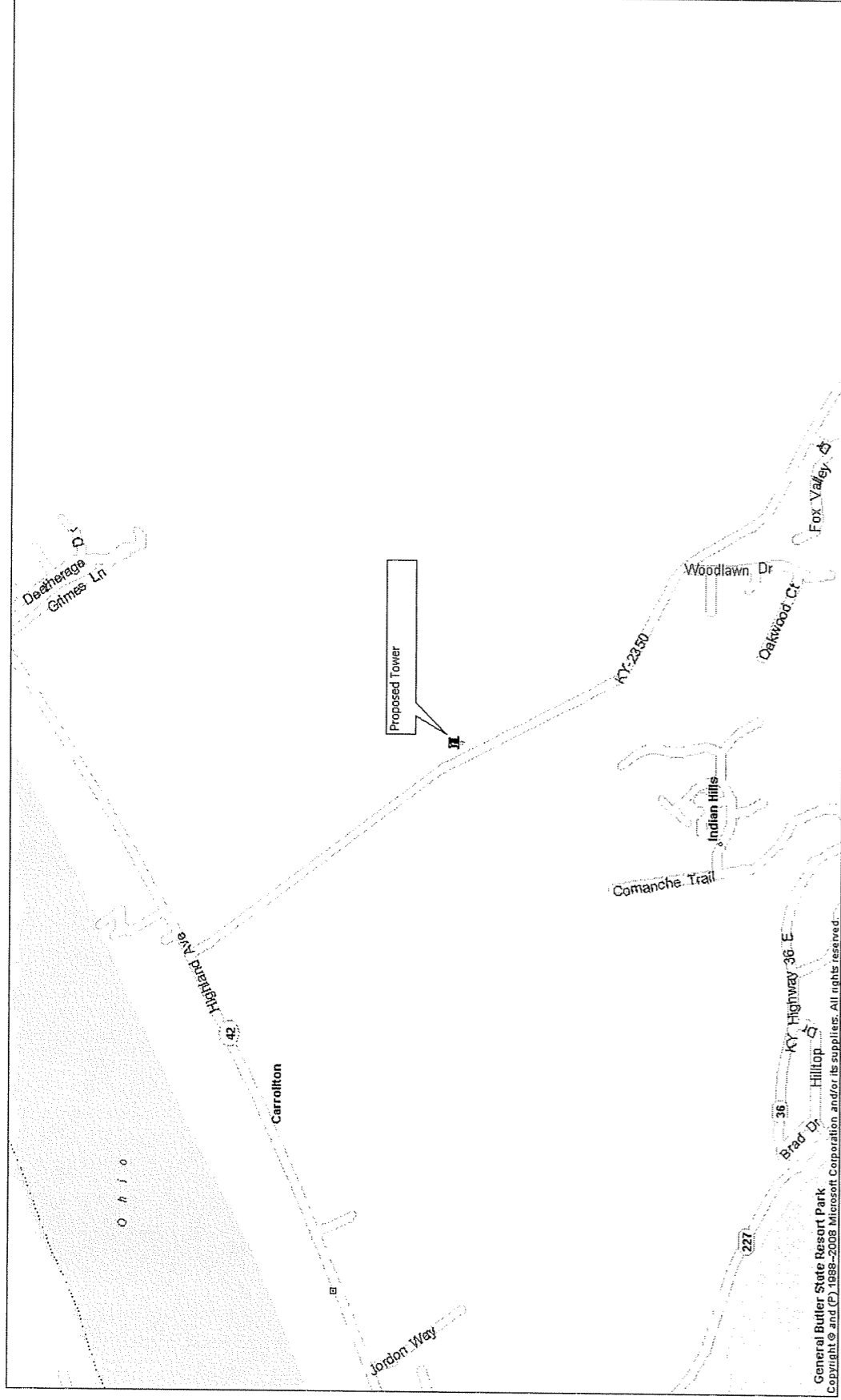
Alien Ownership

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

Basic Qualifications

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

Exhibit I



General Butler State Resort Park
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Directions to Site: From Carrollton at the intersection of 5th Street and U.S. 42/ State Route 36 (Highland Avenue), proceed East on Highland Avenue approximately 2.0 miles to State Route 2350 (Martin Road) and turn right. Proceed on State Route 2350 for approximately 0.5 miles to the access road on left. Follow access road to site at end.

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

Market: Louisville
Cell Site Number: 263G0423
Cell Site Name: Carrollton DT
Fixed Asset Number: 10128960

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 Alford M. Smith, Jr., unmarried, having a mailing address of 417 Martin Road, Carrollton, Kentucky 41008 (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 417 Martin Road, in the County of Carroll, 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 6,400 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 One Hundred and No/100 Dollars (\$100.00) no later than ten (10) days prior to the expiration date of the Initial Option Term.

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

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. 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, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement.

17. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage

prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: A&T Network Real Estate Administration
Re: Cell Site #263G0423; Cell Site Name: Carrollton DT (KY)
Fixed Asset No: 10128960
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 #263G0423; Cell Site Name: Carrollton DT (KY)
Fixed Asset No: 10128960
1025 Lenox Park Blvd.
5th Floor
Atlanta, GA 30319

If to Landlord: Alford M. Smith, Jr.
417 Martin Road
Carrollton, KY 41008

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 agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facility is completed.

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

21. TAXES. Landlord shall 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

Amy Tate
Print Name: Amy Tate

"LANDLORD"

Alford M. Smith, Jr.
unmarried

By: [Signature]
Print Name: Alford M. Smith, Jr.

Date: 9-1-09

"TENANT"

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

By: [Signature]
Print Name: Dan Toth

Its: Manager of Real Estate and Construction
Date: 10/26/09

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LANDLORD ACKNOWLEDGEMENT

STATE OF Kentucky)
COUNTY OF Canoll) ss:

BE IT REMEMBERED, that on this 1st day of September, 2009 before me, the subscriber, a person authorized to take oaths in the State of Kentucky, personally appeared Alford M. Smith, Jr. who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

[Signature]
Notary Public: _____
My Commission Expires: 9/3/2011

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 26TH day of OCTOBER, 2009

[Signature]
Name: ERICA L. CLANTON
Notary Public
My Commission Expires: MAY 8, 2012

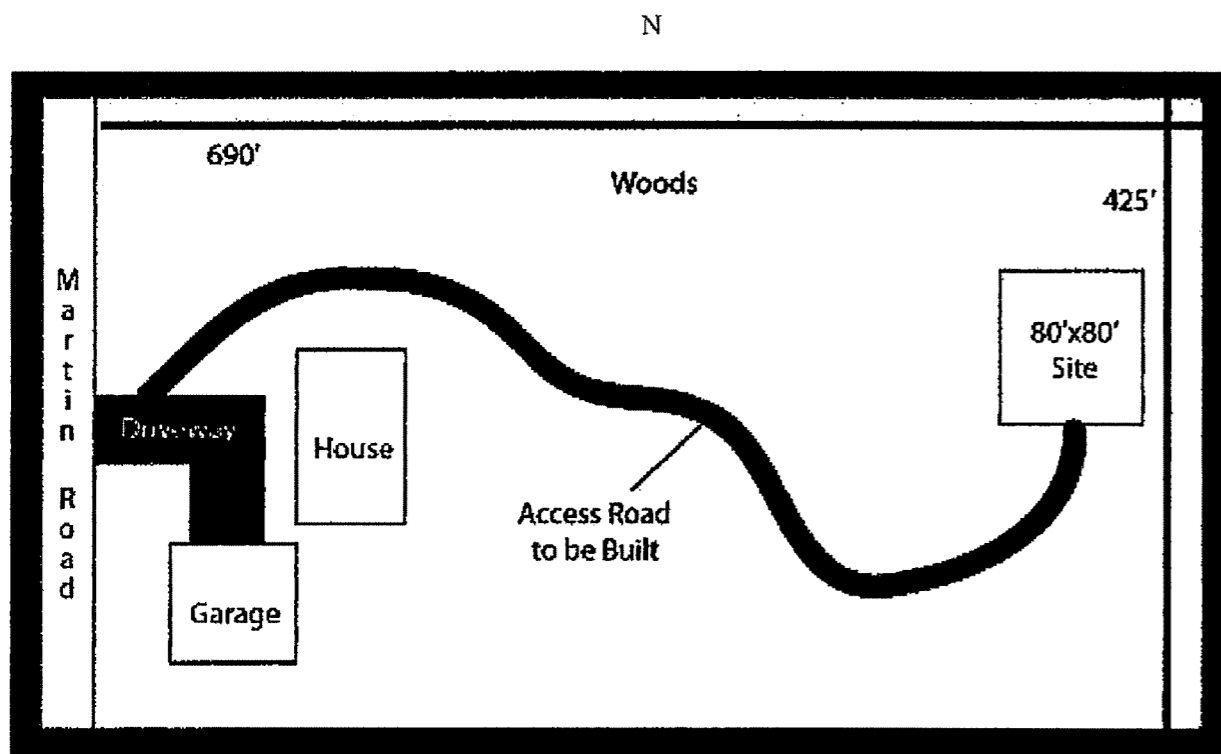


[NOTARIAL SEAL]

EXHIBIT 1**DESCRIPTION OF PREMISES**Page 1 of 3

to the Agreement dated OCTOBER 26, 2009, by and between Alford M. Smith, Jr., unmarried, as Landlord, and New Cingular Wireless PSC, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:



Not to Scale

A.M.S.J.
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 3

to the Agreement dated OCTOBER 26, 2009, by and between Alford M. Smith, Jr., unmarried, as Landlord, and New Cingular Wireless PSC, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

DB 161, PG 152

A tract of land located in Carroll County, Kentucky, and lying on the northeast side of the Metal and Thermit Access Road, State Project #SP-21-392-4 approximately 1/2 mile southeasterly along said highway from its intersection with U.S. Highway #42 and more particularly described as follows:

Beginning at a steel t-bar in the easterly right-of-way of said M & T access road and the southerly right-of-way of the Carrollton railroad, said t-bar being North 45° 20' 00" East (bearing basis is the same as M & T Highway plans) 2.2 feet from a large cornerpost thence along an existing fence and with the southerly right-of-way of said railroad the following four courses: North 45° 20' 00" East, 94.55 feet; North 49° 00' 00" East, 230.00 feet to a corner post; South 37° 06' 00" East, 15.00 feet to a cornerpost; North 52° 54' 00" East, 291.50 feet to a cornerpost; thence leaving the right-of-way and in line with Nanny P. Flitschen South 42° 31' 33" East 754.44 feet to remaining land of Robert New to a steel t-bar corner to said New and in the northerly right-of-way line of a Kentucky Utility Transmission Line easement (Deed Record 72, Page 306); thence in line with said easement South 69° 53' 00" West, 599.10 feet to a steel t-bar in the northeasterly right-of-way of M & T Access Road, said t-bar being North 37° 30' 00" West, 134.99 feet along said right-of-way from a steel t-bar set where said right-of-way line crosses the northerly line of Frank Grimes property (Deed Record 80, Page 287); thence in line with the northeasterly right-of-way of M & T Access Road the following five courses: North 37° 30' 00" West, 132.08 feet to a steel t-bar; North 15° 41' 55" West, 53.85 feet to a steel t-bar; North 48° 48' 36" West 203.96 feet to a steel t-bar; North 26° 11' 24" West, 50.99 feet to a steel t-bar; North 37° 30' 00" West,

Exhibit 1
page 3 of 3

125.51 feet to the point of beginning. Containing 9.8316 acres.
Subject to all legal right-of-ways and easements.

THERE IS EXCEPTED THEREFROM the following described property:

Beginning at a steel T-bar in the easterly right-of-way of said M&T Access Road and the southerly right-of-way of the Carrollton Railroad, said T-bar being N 45°20'00" E (bearing basis is the same as M&T Highway plans) 2.2' from a large corner post; thence along an existing fence and with the southerly right-of-way of said railroad the following two (2) courses, N 45°20'00" E, 94.55 feet; N 49°00'00" E, 50.45 feet; thence turning at a 90° angle southwardly 105 feet; thence turning at a 90° angle westwardly and parallel to the beginning line for 145 feet until it hits the northeasterly right of way of M&T Access Road and along that road N 37°30'00" W 105 feet to the point of beginning.

Also granted with this Deed is the right of ingress and egress through and along the existing road located adjacent to the southern boundary of the property being conveyed.

Being the same property conveyed to Estel Dean Miller and Carol Miller, husband and wife, from Alford M. Smith and Joan M. Smith, husband and wife, by Deed dated October 18, 2000, of record in Deed Book 144, Page 302, in the Office of the Carroll County Court Clerk.

Exhibit J



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

2-12-10

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

SITE NAME: CARROLLTON DT

SITE I.D.: 263P0423

SITE ADDRESS:
417 MARTIN ROAD (KY HWY 2350)
CARROLLTON, CARROLL CO., KY 41008

LEASE AREA: 6,400 SQ. FT.

PROPERTY OWNER:
ALFORD M. SMITH, JR
417 MARTIN ROAD
CARROLLTON, KY 41008

TAX MAP NUMBER: 22-02

PARCEL NUMBER: 02-02

SOURCE OF TITLE:
DEED BOOK 161, PAGE 152

LATITUDE: 38° 41' 08.904"N
LONGITUDE: 85° 08' 18.358"W

NO.	REVISION/ISSUE	DATE
1	ISSUE	9/18/09
2	REVISE LEASE AREA	2/10/10

TITLE:
500' RADIUS OWNER LIST

SHEET:
C-1A

- ① TAX MAP 22-02, PARCEL 02-02
ALFORD M. SMITH, JR
417 MARTIN ROAD
CARROLLTON, KY 41008
- ② TAX MAP 22-02, PARCEL 02
TAX MAP 22-02, PARCEL 02-05
PAUL KEMPER
1159 DIVIDING RIDGE ROAD
SANDERS, KY 41083
- ③ TAX MAP 22-02, PARCEL 02-01
JOSEPH M. AND CATHY M. GILBERT
49 TAJAR RUN ROAD
CARROLLTON, KY 41008
- ④ TAX MAP 22-02, PARCEL 01
EDWIN AND LETHA GRIMES
479 MARTIN ROAD
CARROLLTON, KY 41008
- ⑤ TAX MAP 18, PARCEL 21
ELF ATOCHEM NORTH AMERICA INC
C/O CUMMINGS WESTLAKE LLC
12837 LOUETTA, SUITE 201
CYPRESS, TX 77429
- ⑥ TAX MAP 22-02, PARCEL 02-06
BIG BLUE PROPERTIES AND
INVESTMENTS, LLC
PO BOX 503
CARROLLTON, KY 41008
- ⑦ TAX MAP 22-02, PARCEL 02-07
ALFORD AND JOAN SMITH
367 MARTIN ROAD
CARROLLTON, KY 41008
- ⑧ TAX MAP 22, PARCEL 07-CITY
JOYCE BRINDLEY
2816 HIGHLAND AVENUE
CARROLLTON, KY 41008

GENERAL NOTE:

ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF CARROLL COUNTY, KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON 9/15/09. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESS DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES.

BRIGGS LAW OFFICE, PSC

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

Joyce Brindley
2816 Highland Avenue
Carrollton, KY 41008

Via Certified Mail Return Receipt Requested

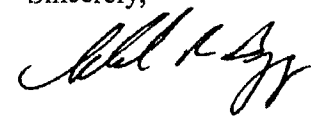
Dear Landowner:

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 417 Martin Road, Carrollton, Kentucky 41008. A map showing the location is attached. The proposed facility will include a 150 foot monopole tower, plus related ground facilities.

This notice is being sent to you because the Carrollton County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR is 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 2010-00014 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

Big Blue Properties and Investments, LLC
P.O. Box 503
Carrollton, KY 41008

Via Certified Mail Return Receipt Requested

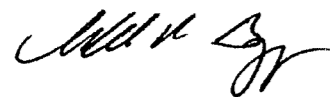
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Counsel for New Cingular Wireless PCS, LLC

Enclosure

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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

Elf Atochem North America Inc.
C/o Cummings Westlake LLC
12837 Louetta, Suite 201
Cypress, TX 77429

Via Certified Mail Return Receipt Requested

Dear Landowner:

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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

Joseph M. and Cathy M. Gilbert
49 Tajar Run Road
Carrollton, KY 41008

Via Certified Mail Return Receipt Requested

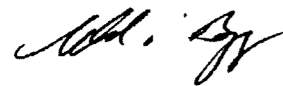
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Sincerely,



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

Enclosure

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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

Edwin and Letha Grimes
479 Martin Road
Carrollton, KY 41008

Via Certified Mail Return Receipt Requested

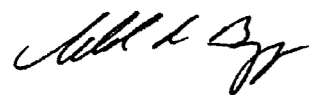
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Sincerely,



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

Enclosure

BRIGGS LAW OFFICE, PSC

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

Paul Kemper
1159 Dividing Ridge Road
Sanders, KY 41083

Via Certified Mail Return Receipt Requested

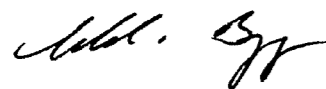
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Sincerely,



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

Enclosure

BRIGGS LAW OFFICE, PSC

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

Alford and Joan Smith
367 Martin Road
Carrollton, KY 41008

Via Certified Mail Return Receipt Requested

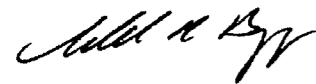
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Sincerely,



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 Harold Tomlinson
Carroll County Judge Executive
440 Main Street
Carrollton, KY 41008

**RE: Notice of Proposal to Construct Wireless Telecommunications Facility
Kentucky Public Service Commission--Case No. 2010-00014**

Dear Judge Tomlinson:

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 417 Martin Road, Carrollton, Kentucky 41008. A map showing the location is attached. The proposed facility will include a 150 foot monopole tower, plus related ground facilities.

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

Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2010-00014 in any correspondence.

Sincerely,



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

Enclosure