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: **2010-00082**
TUNNEL HOLLOW ROAD, MIDDLESBORO	)
BELL COUNTY, KENTUCKY, 40965	)

SITE NAME: STEPHENSON BRANCH (135P0237)

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 Bell 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 Tunnel Hollow Road, Middlesboro, Kentucky 40965 (36° 37' 49.81" North Latitude, 83° 42' 22.87" West Longitude (NAD 83)), in an area entirely within Bell County. The property in which the WCF will be located is currently owned by James C. Ausmus, III, pursuant to that Deed of record in Deed Book 256, Page 493 in the Office of the Bell County Clerk. The proposed WCF will consist of a 145 foot monopole tower with an approximately 5-foot tall lightning arrestor attached to the top of the tower for a total height of 150 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 July 20, 2009 and is attached as **Exhibit E**. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who prepared the report is included as part of the exhibit.

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

9. The Federal Aviation Administration Determination of No Hazard to Air Navigation is attached as **Exhibit G**. The Kentucky Airport Zoning Commission Approval of Application 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. 21013C0293D dated September 29, 2006 indicates that the proposed WCF is not located within any flood hazard area.

12. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced**.** Project Manager for the site is 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 Bell 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 Bell 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 Bell 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 (Middlesboro Daily News).

17. The site of the proposed WCF is located in a mixed-use area near Middlesboro, 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

The First State

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

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

Harriet Smith Windsor

Harriet Smith Windsor, Secretary

2445544 8100

040770586

AUTHENTICATION: 3434823

DATE: 10-25-04

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

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

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

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

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

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

[Signature on following page]

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

AT&T WIRELESS PCS, LLC

By: Cingular Wireless LLC, its Manager

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

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

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

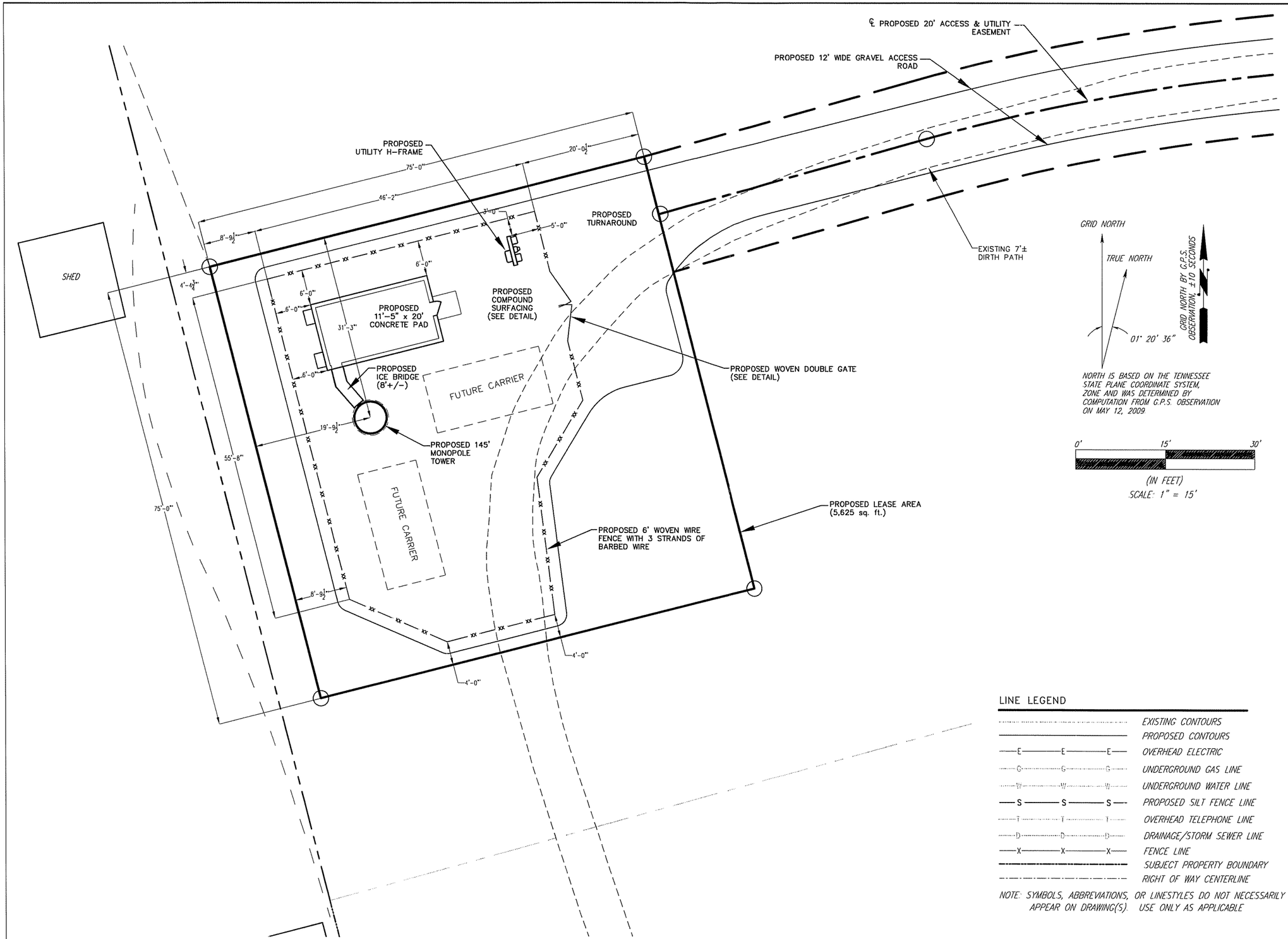
FIRST: The name of the limited liability company is AT&T Wireless PCS, LLC.

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

DATED this 7 day of September, 1999.

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

Mark U. Thomas, Vice President



LINE LEGEND

.....	EXISTING CONTOURS
———	PROPOSED CONTOURS
——E——E——E——	OVERHEAD ELECTRIC
····G····G····G····	UNDERGROUND GAS LINE
····W····W····W····	UNDERGROUND WATER LINE
——S——S——S——	PROPOSED SILT FENCE LINE
····T····T····T····	OVERHEAD TELEPHONE LINE
····D····D····D····	DRAINAGE/STORM SEWER LINE
——X——X——X——	FENCE LINE
———————————	SUBJECT PROPERTY BOUNDARY
—·—·—·—·—·—	RIGHT OF WAY CENTERLINE

NOTE: SYMBOLS, ABBREVIATIONS, OR LINESTYLES DO NOT NECESSARILY APPEAR ON DRAWING(S). USE ONLY AS APPLICABLE

at&t

nsoro
it's just good business
A MasTec COMPANY

FStan
F.S. Land Company
T. Alan Neal Company
Land Surveyors and Consulting Engineers
PO Box 17546 2313/2315 Crittenden Drive
Louisville, KY 40217
Phone: (502) 635-5866 (502) 636-5111
Fax: (502) 636-5263

STATE OF KENTUCKY
WALTER C. MARTIN
2/26/2010
2450
LICENSED PROFESSIONAL ENGINEER

SITE NUMBER:
135PO237

SITE NAME:
STEPHENSON BRANCH

SITE ADDRESS:
TUNNEL HOLLOW ROAD
MIDDLESBORO, KY 40965

PROPOSED LEASE AREA:
AREA = 5,625 SQ. FT.

PROPERTY OWNER:
JAMES C. AUSMUS, III
PO BOX 86H
MIDDLESBORO, KY 40965

DWG BY:	CHKD BY:	DATE:
MG	JMW	06.16.09

FSTAN PROJECT NO.:
09-6000

SHEET Z-3 OF 6

REVISIONS:

SITE LAYOUT

STEPHENSON BRANCH
SITE ID# 135PO237

SITE ADDRESS: TUNNEL HOLLOW ROAD
MIDDLESBORO, KY 40965
OWNER ADDRESS: 685 ED LACY ROAD
MIDDLESBORO, KY 40965

SHEET 1

S1/1 – VICINITY AND 500' STRUCTURAL MAP

S1/2 – U.S.G.S. QUAD MAP

SHEET 2

S2/1 – ABUTTING PROPERTY OWNERS

SHEET 3

S3/1 – PROPOSED LEASE AREA

S3/2 – LEGAL DESCRIPTIONS

S3/3 – FLOOD ZONE DATA

UNDERGROUND UTILITIES

CALL 2 WORKING DAYS

BEFORE YOU DIG

INDIANA 1-800-382-5544

KENTUCKY 1-800-752-6007

UTILITIES PROTECTION SERVICE

NON-MEMBERS MUST CALL DIRECTLY

The utility information shown on this plat, prepared by FSTAN was obtained from existing records and or by field locations. It is the contractor's responsibility to verify their existence and location, and to contact the appropriate utility company for field locations.

S2/1

GRID NORTH

TRUE NORTH

01° 20' 36"

GRID NORTH BY G.P.S. OBSERVATION, ±10 SECONDS

NORTH IS BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM, ZONE AND WAS DETERMINED BY COMPUTATION FROM G.P.S. OBSERVATION ON MAY 12, 2009.

S2/2

LEGAL DESCRIPTIONS:

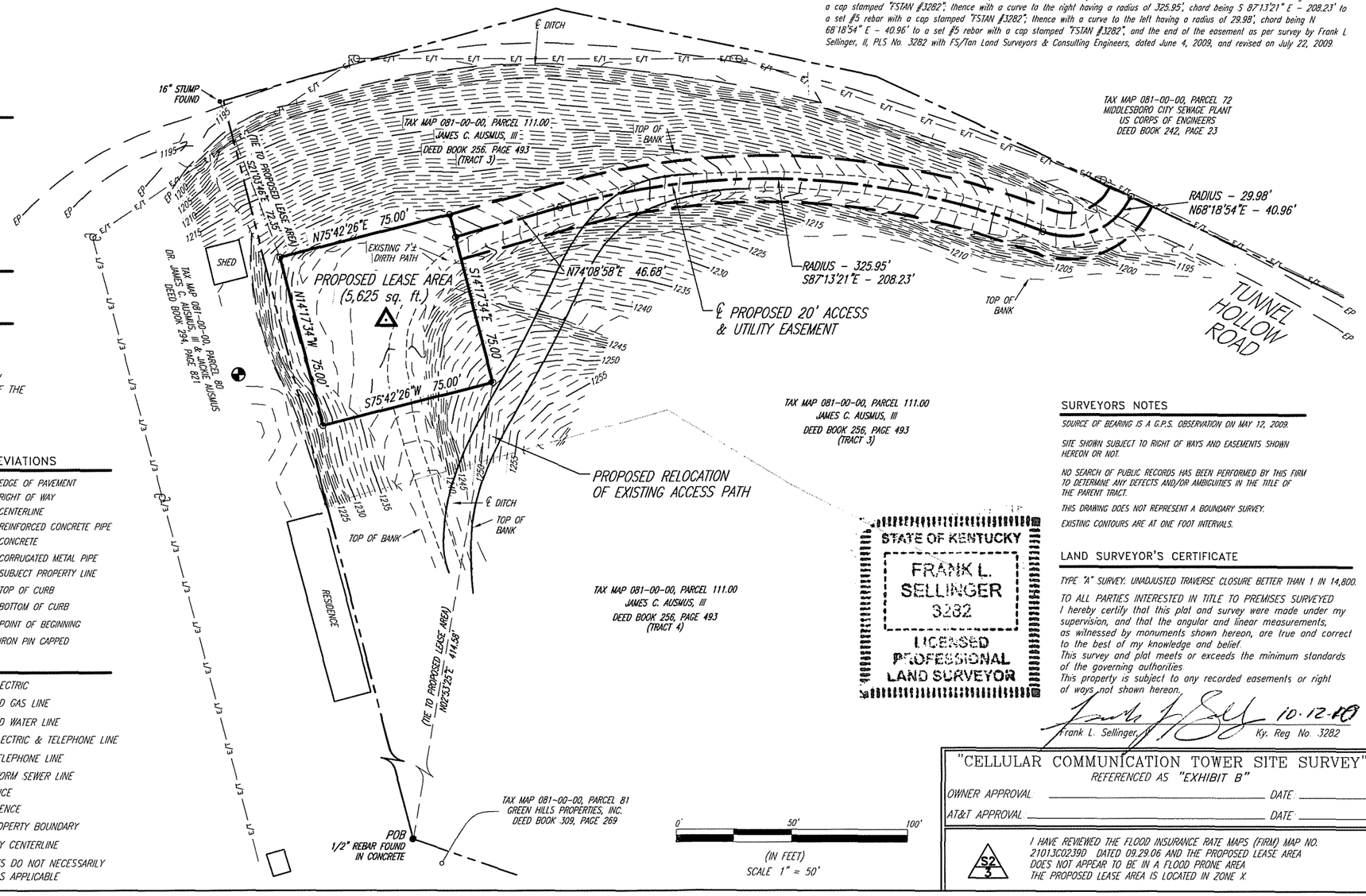
This is a description for AT&T, of an area to be leased from the property of James C. Ausmus, III, which is further described as follows:

PROPOSED LEASE AREA

Beginning at a 1/2" Rebar in Concrete, found at the Southwest corner of the property conveyed to James C. Ausmus, III in Deed Book 256, Page 493 in the Office of the Clerk of Bell County, Kentucky; thence N 02°53'25" E – 414.58' to a set #5 rebar with a cap stamped "FSTAN #3282" and the TRUE POINT OF BEGINNING of the Proposed Lease Area; thence S 75°42'26" W – 75.00' to a set #5 rebar with a cap stamped "FSTAN #3282"; thence N 14°17'34" W – 75.00' to a set #5 rebar with a cap stamped "FSTAN #3282", said rebar being S 21°03'46" E – 72.35' from a 16" Stump found; thence N 75°42'26" E – 75.00' to a set #5 rebar with a cap stamped "FSTAN #3282"; thence S 14°17'34" E – 75.00' to the true point of beginning, containing 5,625 square feet as per survey by Frank L Sellinger, II, PLS No. 3282 with FS/Tan Land Surveyors & Consulting Engineers, dated June 4, 2009, and revised on July 22, 2009.

CENTERLINE OF PROPOSED 20' ACCESS & UTILITY EASEMENT

Beginning at a 1/2" Rebar in Concrete, found at the Southwest corner of the property conveyed to James C. Ausmus, III in Deed Book 256, Page 493 in the Office of the Clerk of Bell County, Kentucky; thence N 02°53'25" E – 414.58' to a set #5 rebar with a cap stamped "FSTAN #3282" thence N 14°17'34" W – 65.00' to a set #5 rebar with a cap stamped "FSTAN #3282" and the TRUE POINT OF BEGINNING of the Centerline of the Proposed 20' Access & Utility Easement; thence N 74°08'58" E – 46.68' to a set #5 rebar with a cap stamped "FSTAN #3282"; thence with a curve to the right having a radius of 325.95', chord being S 87°13'21" E – 208.23' to a set #5 rebar with a cap stamped "FSTAN #3282"; thence with a curve to the left having a radius of 29.98', chord being N 68°18'54" E – 40.96' to a set #5 rebar with a cap stamped "FSTAN #3282", and the end of the easement as per survey by Frank L Sellinger, II, PLS No. 3282 with FS/Tan Land Surveyors & Consulting Engineers, dated June 4, 2009, and revised on July 22, 2009.



COORDINATE POINT LOCATION

NAD 1983
LATITUDE: 36° 37' 49.90"
LONGITUDE: 83° 42' 23.05"
NAVD 1988
ELEVATION: 1236.62'
TENNESSEE STATE PLANE COORDINATE (BLUE MARBLE GEOGRAPHIC CALCULATOR VERSION 3.0)
NORTHING: 844109.424
EASTING: 2641500.254

POWER POLE

UTILITY COMPANY: KENTUCKY UTILITIES
IDENTIFICATION # N/A

PROJECT BENCHMARK

NORTH: 844085.825
EAST: 2641436.600
ELEVATION: 1219.643
LOCATION: BEING AN IPC SET 30'± SW OF THE SOUTHWEST LINE OF THE PROPOSED LEASE AREA

SYMBOL LEGEND

- WOOD POWER POLE
- TELEPHONE PEDESTAL
- GUY ANCHOR
- SANITARY SEWER MANHOLE
- DRAIN SEWER MANHOLE
- MANHOLE
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- ELECTRIC BOX
- F.P. FENCE POST
- SET #5 REBAR (UNLESS OTHERWISE NOTED)
- EXISTING #5 REBAR (UNLESS OTHERWISE NOTED)

ABBREVIATIONS

EP	EDGE OF PAVEMENT
ROW	RIGHT OF WAY
℄	CENTERLINE
RCP	REINFORCED CONCRETE PIPE
CONC	CONCRETE
CMP	CORRUGATED METAL PIPE
℘	SUBJECT PROPERTY LINE
TC	TOP OF CURB
BC	BOTTOM OF CURB
POB	POINT OF BEGINNING
IPC	IRON PIN CAPPED

LINE LEGEND

- E E E — OVERHEAD ELECTRIC
- G G G — UNDERGROUND GAS LINE
- W W W — UNDERGROUND WATER LINE
- E/T E/T E/T — OVERHEAD ELECTRIC & TELEPHONE LINE
- T T — OVERHEAD TELEPHONE LINE
- D D — DRAINAGE/STORM SEWER LINE
- X X X — EXISTING FENCE
- XX XX XX — PROPOSED FENCE
- SUBJECT PROPERTY BOUNDARY
- RIGHT OF WAY CENTERLINE

NOTE: SYMBOLS, ABBREVIATIONS, OR LINESTYLES DO NOT NECESSARILY APPEAR ON DRAWING(S) USE ONLY AS APPLICABLE

SURVEYORS NOTES

SOURCE OF BEARING IS A G.P.S. OBSERVATION ON MAY 12, 2009.

SITE SHOWN SUBJECT TO RIGHT OF WAYS AND EASEMENTS SHOWN HEREON OR NOT.

NO SEARCH OF PUBLIC RECORDS HAS BEEN PERFORMED BY THIS FIRM TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN THE TITLE OF THE PARENT TRACT.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

EXISTING CONTOURS ARE AT ONE FOOT INTERVALS.

LAND SURVEYOR'S CERTIFICATE

TYPE "A" SURVEY: UNADJUSTED TRAVERSE CLOSURE BETTER THAN 1 IN 14,800.

TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED
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 and plat meets or exceeds the minimum standards of the governing authorities. This property is subject to any recorded easements or right of ways not shown hereon.

STATE OF KENTUCKY
FRANK L. SELLINGER
3282
LICENSED PROFESSIONAL LAND SURVEYOR

10.12.09

Frank L. Sellinger, II Ky. Reg. No. 3282

"CELLULAR COMMUNICATION TOWER SITE SURVEY"
REFERENCED AS "EXHIBIT B"

OWNER APPROVAL _____ *DATE:* _____

AT&T APPROVAL _____ *DATE:* _____

S2/3

I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 21013C0239D DATED 09.29.06 AND THE PROPOSED LEASE AREA DOES NOT APPEAR TO BE IN A FLOOD PRONE AREA. THE PROPOSED LEASE AREA IS LOCATED IN ZONE X.

at&t

Nsoro
it's just good business.
A MasTec COMPANY

FS tan
F.S. Land Company
T. Alan Neal Company
Land Surveyors and Consulting Engineers
PO Box 17546 2313/2315 Crittenden Drive
Louisville, KY 40217
Phone: (502) 635-5666 (502) 636-5111
Fax: (502) 636-5263

SITE NUMBER: 135P02.37

SITE NAME: STEPHENSON BRANCH

SITE ADDRESS: TUNNEL HOLLOW ROAD MIDDLESBORO, KY 40965

PROPOSED LEASE AREA: 5,625 sq. ft.

PROPERTY OWNER: JAMES C. AUSMUS, III PO BOX 86H MIDDLESBORO, KY 40965

TAX MAP NUMBER: 081-00-00

PARCEL NUMBER: 111.00

SOURCE OF TITLE: DEED BOOK 256, PAGE 493

DWG. BY:	CHKD BY:	DATE:
DJG	FSII	06.04.09

FSTAN PROJECT NO.: 09-5999

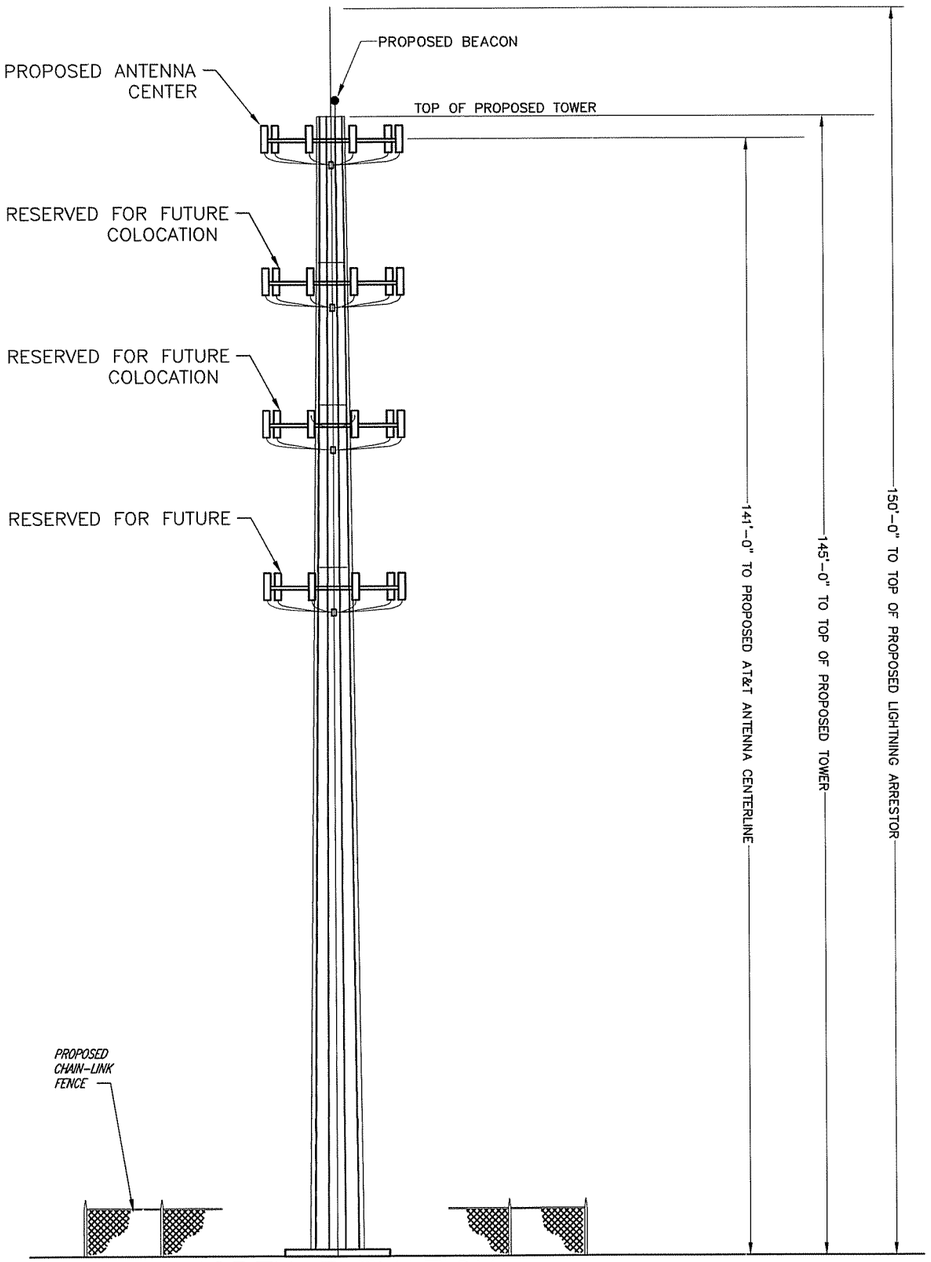
SHEET 3 OF 3

REVISIONS:

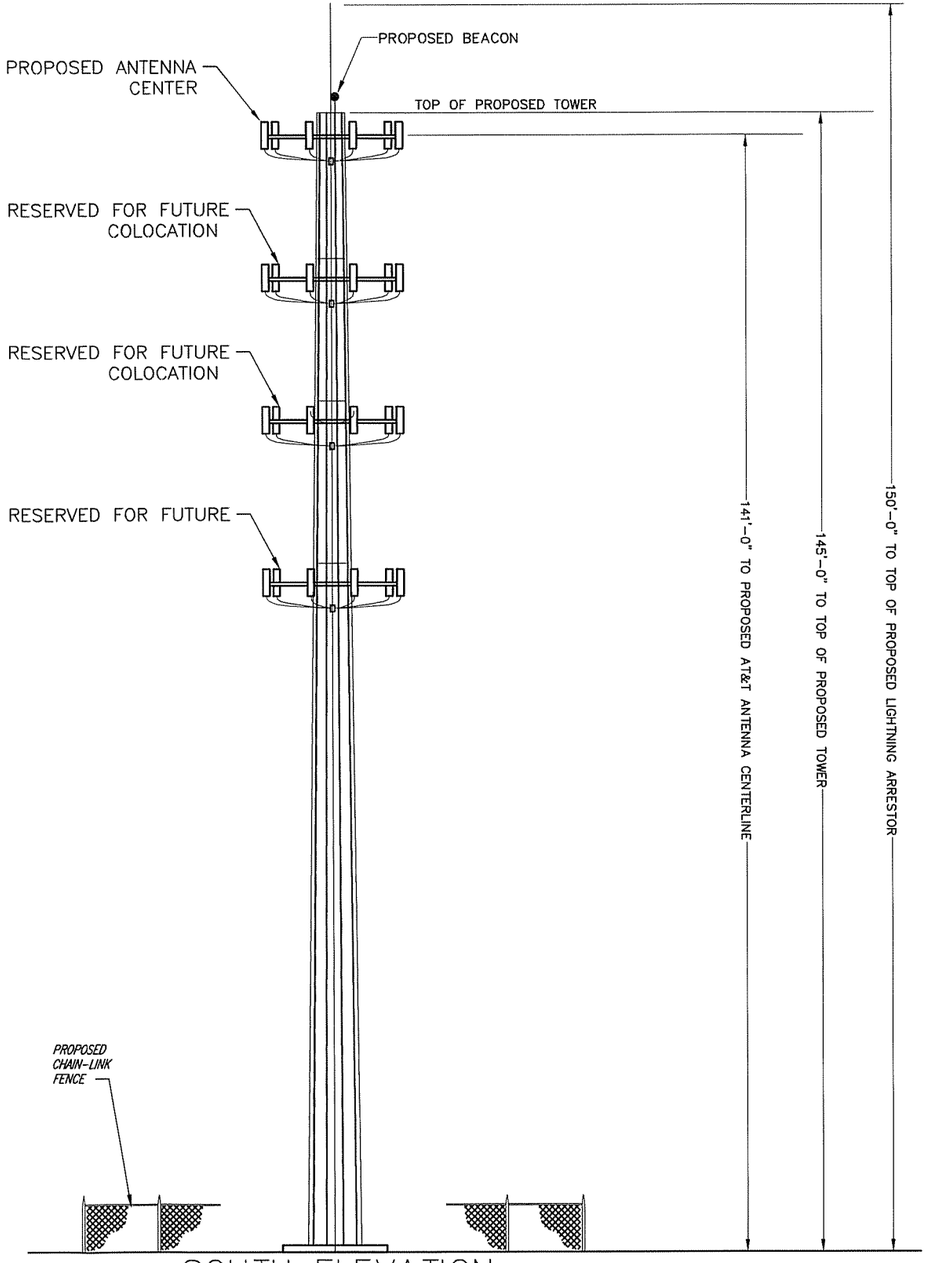
LEASE AREA/E.S.M.T – 07.22.09

ROAD RELOCATION – 10.12.09

C2



NORTH ELEVATION
NOT TO SCALE



SOUTH ELEVATION
NOT TO SCALE

NOTE:

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

COAX LADDER TO BE CONSTRUCTED PER STRUCTURAL ANALYSIS.

CONTRACTOR IS RESPONSIBLE FOR REVIEWING STRUCTURAL & INSTALLING COAX PER STRUCTURAL ANALYSIS. NSORO REPRESENTATIVE WILL PROVIDE GENERAL CONTRACTOR WITH STRUCTURAL ANALYSIS.

at&t

nsoro
it's just good business
A MasTec COMPANY

FS-tan
F.S Land Company
T. Alan Neal Company
Land Surveyors and Consulting Engineers
PO Box 17546 2313/2315 Crittenden Drive
Louisville, KY 40217
Phone: (502) 635-5866 (502) 636-5111
Fax: (502) 636-5263

STATE OF KENTUCKY
WALTER C. MARTIN
2626
2450
LICENSED PROFESSIONAL ENGINEER

SITE NUMBER:
135P0237

SITE NAME:
STEPHENSON BRANCH

SITE ADDRESS:
TUNNEL HOLLOW ROAD
MIDDLESBORO, KY 40965

PROPOSED LEASE AREA:
AREA = 5,625 SQ. FT.

PROPERTY OWNER:
JAMES C. AUSMUS, III
PO BOX 86H
MIDDLESBORO, KY 40965

DWG BY:	CHKD BY:	DATE:
MG	JMW	06 16 09

F.STAN PROJECT NO.
09-6000

SHEET Z-4 OF 6

REVISIONS:

NORTH & SOUTH ELEVATION

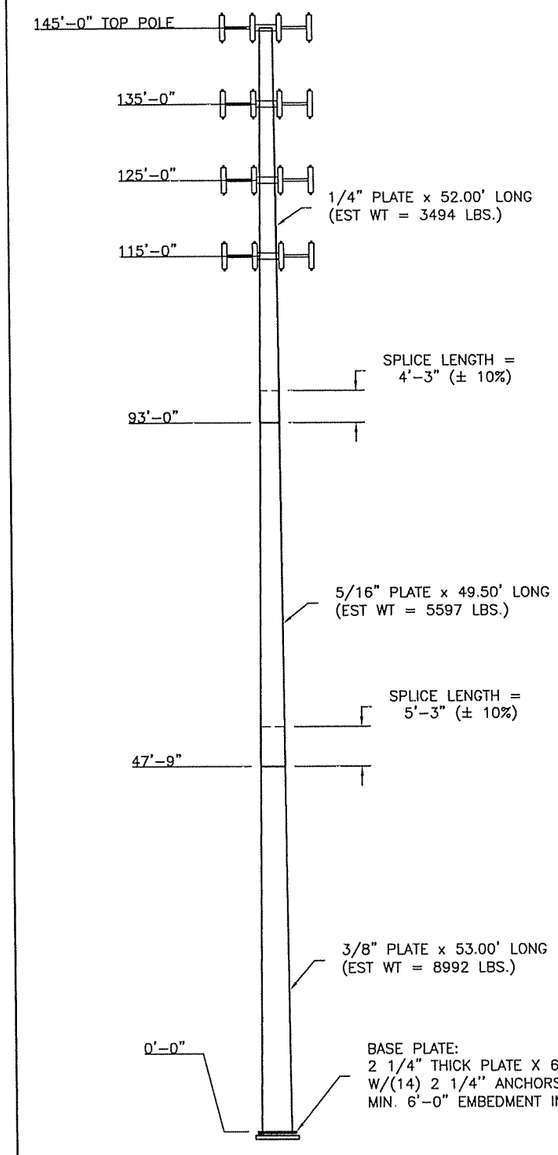
STEPHENSON BRANCH
SITE ID# 135P0237

SITE ADDRESS: TUNNEL HOLLOW ROAD
MIDDLESBORO, KY 40965
OWNER ADDRESS: PO BOX 86H
MIDDLESBORO, KY 40965

Exhibit D

DaVinci Engineering, Inc.
PO Box 66, Unionville Center, OH 43077
PH: 614-937-4922 / FX: 614-413-2887

TransAmerican
Power Products, Inc.
2427 Kelly Lane
Houston, Texas 77066
PH: 281-444-8277 / FX: 281-444-7270



POLE ELEVATION

SCALE: NTS

NOTES: STEP BOLTS TO FULL HEIGHT
ANTENNA COAX INSIDE POLE SHAFT

DESIGN SPECIFICATIONS:
DESIGNED ACCORDING TO: TIA/EIA-222-F 1996
COMPLIES WITH: 2003 INTERNATIONAL BUILDING CODE
Wind Speed Load Cases: (According to the TIA/EIA-222-F 1996)
LOAD CASE 1: 75 MPH DESIGN WIND SPEED
LOAD CASE 2: 65 MPH WIND SPEED + 1/2" RADIAL ICE
LOAD CASE 3: 50 MPH OPERATIONAL WIND SPEED
Pole Steel Specifications:
POLE SHAFT SHAPE: 18-Sided Tapered Polygon
POLE SHAFT TAPER: 0.19741 inches/ft.
POLE SHAFT STEEL: ASTM A572 GR. 65 (Fy= 65 KSI)
BASE PLATE STEEL: ASTM A572 GR. 50 (Fy= 50 KSI)
ANCHOR RODS: 2 1/4"ø 2.25 in. A615 GR. 75 X 7'-0" LONG

Monopole Base Reactions: (Base Reactions For Foundation Design)

MOMENT:	2650 ft-kips
SHEAR:	24.0 kips
AXIAL:	32.0 kips

Pole Shaft Sections Dimensions:

Bottom / Top	SECTION LENGTH (FT)	WALL THK. (INCHES)	SPLICE LENGTH (FT)	TOP DIA. (INCHES)	BOT. DIA. (INCHES)
	52.00	0.2500	4.25	20.000	30.266
	49.50	0.3125	5.25	28.927	38.698
	53.00	0.3750	0.00	37.037	47.500

	75 MPH WIND SPEED		50 MPH WIND SPEED	
ELEVATION	DEFLECTION	ROTATION	DEFLECTION	ROTATION
145'-0"	115.1"	6.9°	51.4"	3.1°

Appurtenance List:

Elev.(FT)	Equipment Description:
TOP	LIGHTNING ROD (OPTIONAL)
145.0	(12) PANEL ANTENNAS (105 FT2 / 1800 LBS)
145.0	LOW PROFILE PLATFORM
135.0	(12) PANEL ANTENNAS (105 FT2 / 1800 LBS)
135.0	LOW PROFILE PLATFORM
125.0	(12) PANEL ANTENNAS (105 FT2 / 1800 LBS)
125.0	LOW PROFILE PLATFORM
115.0	(12) PANEL ANTENNAS (105 FT2 / 1800 LBS)
115.0	LOW PROFILE PLATFORM

STATE OF KENTUCKY
MICHAEL F. PLAHOVINSAK
25466
LICENSED PROFESSIONAL ENGINEER
3.3.2010

POLE: 145-FT MONOPOLE	DATE: 3/3/10
OWNER: AMERICAN TOWER	
SITE NAME: STEPHENSON BRANCH	SITE #: 273459
LOCATION: BELL CO., KY	
CLIENT: TAPP	DESIGN #: TP-8659
REV. #:	REV. DATE:
REV. COMMENT:	
DESIGNED BY: MFP	CHECKED BY:
DAVINCI JOB#: 10235-1142	PAGE 1 OF 1

Tower Input Data

There is a pole section.
This tower is designed using the TIA/EIA-222-F standard.
The following design criteria apply:
Tower is located in Bell County, Kentucky.
Basic wind speed of 75 mph.
Nominal ice thickness of 0.5000 in.
Ice density of 56 pcf.
A wind speed of 65 mph is used in combination with ice.
Temperature drop of 50 °F.
Deflections calculated using a wind speed of 50 mph.
A non-linear (P-delta) analysis was used.
Pressures are calculated at each section.
Stress ratio used in pole design is 1.333.
Local bending stresses due to climbing loads, feedline supports, and appurtenance mounts are not considered.

Tapered Pole Section Geometry

Section	Elevation	Section Length	Splice Length	Number of Sides	Top Diameter	Bottom Diameter	Wall Thickness	Bend Radius	Pole Grade
	ft	ft	ft		in	in	in	in	
L1	145.00-93.00	52.00	4.25	18	20.0000	30.2700	0.2500	1.0000	A572-65 (65 ksi)
L2	93.00-47.75	49.50	5.25	18	28.9306	38.7000	0.3125	1.2500	A572-65 (65 ksi)
L3	47.75-0.00	53.00		18	37.0389	47.5000	0.3750	1.5000	A572-65 (65 ksi)

Tapered Pole Properties

Section	Tip Dia.	Area	I	r	C	I/C	J	It/Q	w	wt
	in	in²	in⁴	in	in	in³	in⁴	in³	in	
L1	20.3085	15.6716	772.2994	7.0112	10.1600	76.0137	1545.6150	7.8373	3.0800	12.32
	30.7370	23.8209	2712.1671	10.6571	15.3772	176.3763	5427.9030	11.9127	4.8875	19.55
L2	30.2287	28.3856	2937.0945	10.1594	14.6968	199.8464	5878.0537	14.1955	6.2612	20.036
	39.2970	38.0756	7088.6557	13.6276	19.6596	360.5697	14188.6388	19.0414	5.8588	15.624
L3	38.6625	43.6392	7411.2248	13.0157	18.8157	393.8844	14832.2014	21.8237	5.8588	20.533
	48.2328	56.0905	15737.2821	16.7294	24.1300	652.1874	31495.2717	28.0506	7.7000	20.533

Feed Line/Linear Appurtenances - Entered As Area

Description	Face or Leg	Allow Shield	Component Type	Placement	Total Number		C_AA_A	Weight
				ft			ft²/ft	plf
1 5/8"	C	No	Inside Pole	145.00 - 0.00	12	No Ice	0.00	0.92
						1/2" Ice	0.00	0.92
1 5/8"	C	No	Inside Pole	135.00 - 0.00	12	No Ice	0.00	0.92
						1/2" Ice	0.00	0.92
1 5/8"	C	No	Inside Pole	125.00 - 0.00	12	No Ice	0.00	0.92
						1/2" Ice	0.00	0.92
1 5/8"	C	No	Inside Pole	115.00 - 0.00	12	No Ice	0.00	0.92
						1/2" Ice	0.00	0.92

Discrete Tower Loads

Description	Face or Leg	Offset Type	Offsets: Horz Lateral ft	Vert ft	Azimuth Adjustment °	Placement ft		C_AA_A Front ft²	C_AA_A Side ft²	Weight K
(12) Panel w/ mounting (105 ft2 / 1800 lbs)	C	None			0.0000	145.00	No Ice	105.00	105.00	1.80
							1/2" Ice	125.00	125.00	2.34
(12) Panel w/ mounting (105 ft2 / 1800 lbs)	C	None			0.0000	135.00	No Ice	105.00	105.00	1.80
							1/2" Ice	125.00	125.00	2.34
(12) Panel w/ mounting (105 ft2 / 1800 lbs)	C	None			0.0000	125.00	No Ice	105.00	105.00	1.80
							1/2" Ice	125.00	125.00	2.34
(12) Panel w/ mounting (105 ft2 / 1800 lbs)	C	None			0.0000	115.00	No Ice	105.00	105.00	1.80
							1/2" Ice	125.00	125.00	2.34

Load Combinations

Comb. No.	Description
1	Dead Only
2	Dead+Wind 0 deg - No Ice
3	Dead+Wind 90 deg - No Ice
4	Dead+Wind 180 deg - No Ice
5	Dead+Ice+Temp
6	Dead+Wind 0 deg+Ice+Temp
7	Dead+Wind 90 deg+Ice+Temp
8	Dead+Wind 180 deg+Ice+Temp
9	Dead+Wind 0 deg - Service
10	Dead+Wind 90 deg - Service
11	Dead+Wind 180 deg - Service

Maximum Member Forces

Section No.	Elevation ft	Component Type	Condition	Gov. Load Comb.	Force K	Major Axis Moment kip-ft	Minor Axis Moment kip-ft
L1	145 - 93	Pole	Max Tension	1	0.00	0.00	0.00
			Max. Compression	5	-14.76	0.00	0.00
			Max. Mx	3	-10.19	-583.27	0.00
			Max. My	2	-10.19	0.00	583.27
			Max. Vy	3	18.38	-583.27	0.00
			Max. Vx	2	-18.38	0.00	583.27
L2	93 - 47.75	Pole	Max Tension	1	0.00	0.00	0.00
			Max. Compression	5	-22.85	0.00	0.00
			Max. Mx	3	-18.08	-1448.53	0.00
			Max. My	2	-18.08	0.00	1448.53
			Max. Vy	3	20.66	-1448.53	0.00
			Max. Vx	2	-20.66	0.00	1448.53
L3	47.75 - 0	Pole	Max Tension	1	0.00	0.00	0.00
			Max. Compression	5	-26.25	0.00	0.00
			Max. Mx	3	-31.00	-2603.90	0.00
			Max. My	2	-31.00	0.00	2603.90
			Max. Vy	3	22.85	-2603.90	0.00
			Max. Vx	2	-22.85	0.00	2603.90

Maximum Tower Deflections - Service Wind

Section No.	Elevation	Horz. Deflection	Gov. Load Comb.	Tilt	Twist
	ft	in		°	°
L1	145 - 93	51.390	9	3.0798	0.0000
L2	97.25 - 47.75	23.042	9	2.3382	0.0000
L3	53 - 0	6.544	9	1.1586	0.0000

Critical Deflections and Radius of Curvature - Service Wind

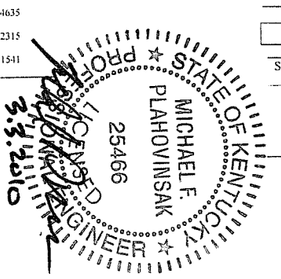
Elevation	Appurtenance	Gov. Load Comb.	Deflection	Tilt	Twist	Radius of Curvature
ft			in	°	°	ft
145.00	(12) Panel w/ mounting (105 ft2 / 1800 lbs)	9	51.390	3.0798	0.0000	20331
135.00	(12) Panel w/ mounting (105 ft2 / 1800 lbs)	9	45.023	2.9566	0.0000	10165
125.00	(12) Panel w/ mounting (105 ft2 / 1800 lbs)	9	38.774	2.8245	0.0000	5081
115.00	(12) Panel w/ mounting (105 ft2 / 1800 lbs)	9	32.762	2.6748	0.0000	3386

Maximum Tower Deflections - Design Wind

Section No.	Elevation	Horz. Deflection	Gov. Load Comb.	Tilt	Twist
	ft	in		°	°
L1	145 - 93	115.138	3	6.9047	0.0000
L2	97.25 - 47.75	51.680	3	5.2448	0.0000
L3	53 - 0	14.689	3	2.6008	0.0000

Critical Deflections and Radius of Curvature - Design Wind

Elevation	Appurtenance	Gov. Load Comb.	Deflection	Tilt	Twist	Radius of Curvature
ft			in	°	°	ft
145.00	(12) Panel w/ mounting (105 ft2 / 1800 lbs)	3	115.138	6.9047	0.0000	9273
135.00	(12) Panel w/ mounting (105 ft2 / 1800 lbs)	3	100.888	6.6291	0.0000	4635
125.00	(12) Panel w/ mounting (105 ft2 / 1800 lbs)	3	86.902	6.3336	0.0000	2315
115.00	(12) Panel w/ mounting (105 ft2 / 1800 lbs)	3	73.445	5.9985	0.0000	1541



Pole Design Data

Section No.	Elevation	Size	L	L_u	Kl/r	F_a	A	Actual P	Allow. P_a	Ratio P / P_a
	ft		ft	ft		ksi	in²	K	K	
L1	145 - 93 (1)	TP30.27x20x0.25	52.00	0.00	0.0	39.000	23.1548	-10.19	903.04	0.011
L2	93 - 47.75 (2)	TP38.7x28.9306x0.3125	49.50	0.00	0.0	39.000	37.0479	-18.08	1444.87	0.013
L3	47.75 - 0 (3)	TP47.5x37.0389x0.375	53.00	0.00	0.0	39.000	56.6905	-31.00	2187.53	0.014

Pole Bending Design Data

Section No.	Elevation	Size	Actual M_x	Actual f_{bx}	Allow. F_{bx}	Ratio f_{bx} / F_{bx}	Actual M_y	Actual f_{by}	Allow. F_{by}	Ratio f_{by} / F_{by}
	ft		kip-ft	ksi	ksi		kip-ft	ksi	ksi	
L1	145 - 93 (1)	TP30.27x20x0.25	583.27	42.009	39.000	1.077	0.00	0.000	39.000	0.000
L2	93 - 47.75 (2)	TP38.7x28.9306x0.3125	1448.53	50.931	39.000	1.306	0.00	0.000	39.000	0.000
L3	47.75 - 0 (3)	TP47.5x37.0389x0.375	2603.90	47.911	39.000	1.228	0.00	0.000	39.000	0.000

Pole Shear Design Data

Section No.	Elevation	Size	Actual V	Actual f_v	Allow. F_v	Ratio f_v / F_v	Actual T	Actual f_v	Allow. F_v	Ratio f_v / F_v
	ft		K	ksi	ksi		kip-ft	ksi	ksi	
L1	145 - 93 (1)	TP30.27x20x0.25	18.38	0.794	26.000	0.061	0.00	0.000	26.000	0.000
L2	93 - 47.75 (2)	TP38.7x28.9306x0.3125	20.66	0.558	26.000	0.043	0.00	0.000	26.000	0.000
L3	47.75 - 0 (3)	TP47.5x37.0389x0.375	22.85	0.407	26.000	0.031	0.00	0.000	26.000	0.000

Pole Interaction Design Data

Section No.	Elevation	Ratio P / P_a	Ratio f_{bx} / F_{bx}	Ratio f_{by} / F_{by}	Ratio f_v / F_v	Ratio f_v / F_v	Comb. Stress Ratio	Allow. Stress Ratio	Criteria
L1	145 - 93 (1)	0.011	1.077	0.000	0.061	0.000	1.089 ✓	1.333	III-3+VT ✓
L2	93 - 47.75 (2)	0.013	1.306	0.000	0.043	0.000	1.319 ✓	1.333	III-3+VT ✓
L3	47.75 - 0 (3)	0.014	1.228	0.000	0.031	0.000	1.243 ✓	1.333	III-3+VT ✓

Section Capacity Table

Section No.	Elevation	Component Type	Size	Critical Element	P	SF*P_{allow}	%Capacity	Pass Fail
	ft				K	K		
L1	145 - 93	Pole	TP30.27x20x0.25	1	-10.19	1203.75	81.7	Pass
L2	93 - 47.75	Pole	TP38.7x28.9306x0.3125	2	-18.08	1926.01	98.9	Pass
L3	47.75 - 0	Pole	TP47.5x37.0389x0.375	3	-31.00	2915.98	93.2	Pass
							Summary	
							Pole (L2)	98.9 Pass
							RATING =	98.9 Pass

AMERICAN TOWER®
CORPORATION

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

273459 - STEPHENSON BRANCH KY, KY

PROJECT DESCRIPTION:

PRIMARY FOUNDATION DESIGN FOR A 145' "TRANSAMERICAN" 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: 273459

SITE NAME: STEPHENSON BRANCH KY, KY

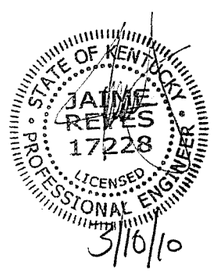
SITE ADDRESS: TUNNEL HOLLOW RD.
MIDDLESBORO, KY 40965

PROPERTY OWNER: AMERICAN TOWER CORPORATION

ATC JOB NUMBER: 43817874A

DATE: 3/10/10

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	PIER AND PAD FOUNDATION DETAILS	0
A-2	BAR LIST FOR REINFORCING STEEL AND GENERAL NOTES	0

BILL OF MATERIALS

QUANTITY REQUIRED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	LENGTH	DRAWING NUMBER	WEIGHT (lbs)	COMMENTS
			REBARS				
12		--	#5 REBARS, GRADE 40	18'-2 1/2"	A-1, A-2	228	
32		--	#9 REBARS, GRADE 60	7'-3 1/2"	A-1, A-2	793	
128		--	#8 REBARS, GRADE 60	24'-6"	A-1, A-2	8373	

TOTAL WEIGHT: 9394

PAGE 1 OF 1

AMERICAN TOWER®
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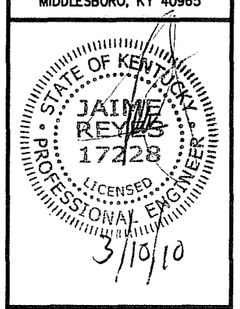
(972) 999-8900 Tel.
(972) 999-8940 Fax

REV.	DESCRIPTION	BY	DATE
0	FIRST ISSUE	JL	3/10/10

SITE NUMBER:
273459

SITE NAME:
STEPHENSON BRANCH KY, KY

SITE ADDRESS:
TUNNEL HOLLOW RD.
MIDDLESBORO, KY 40965



DRAWN BY:	JL
CHECKED BY:	HMA
APPROVED BY:	AS
DATE DRAWN:	3/10/10
ATC JOB NO:	43817874A

SHEET TITLE:
BILL OF MATERIALS

SHEET NUMBER:	REV #:
BOM	0

GENERAL

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

APPLICABLE CODES AND STANDARDS

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

STRUCTURAL STEEL

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

WELDING

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

PAINT

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

BOLT TIGHTENING PROCEDURE

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

BOLT LENGTHS UP TO AND INCLUDING FOUR DIA.

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

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

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

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

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

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

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

SPECIAL INSPECTION

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

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NYSE:AMT

REV.	DESCRIPTION	BY	DATE
0	FIRST ISSUE	JL	3/10/10

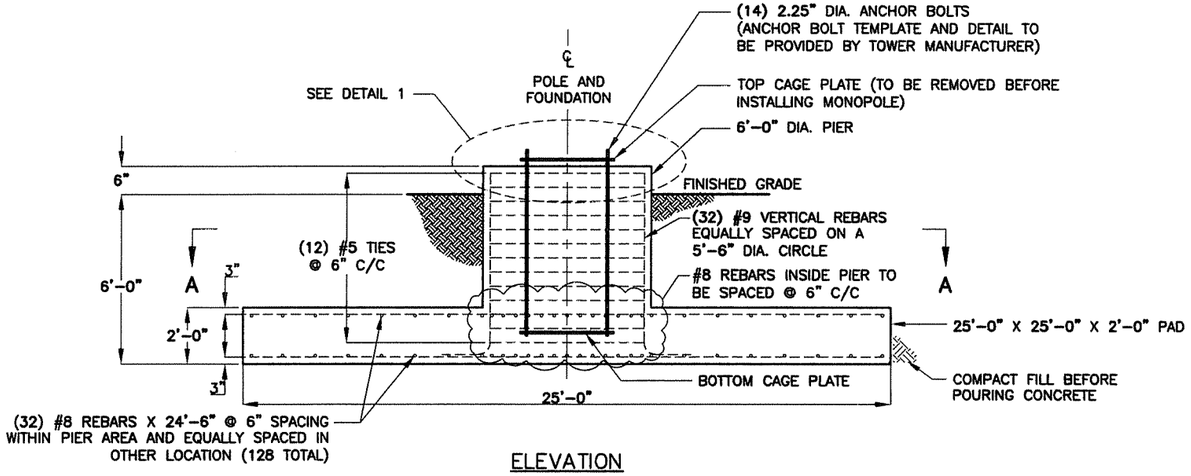
SITE NUMBER:
273459
SITE NAME:
STEPHENSON BRANCH KY, KY
SITE ADDRESS:
TUNNEL HOLLOW RD.
MIDDLESBORO, KY 40965

STATE OF KENTUCKY • JAIME REYES 17228 • LICENSED PROFESSIONAL ENGINEER
3/10/10

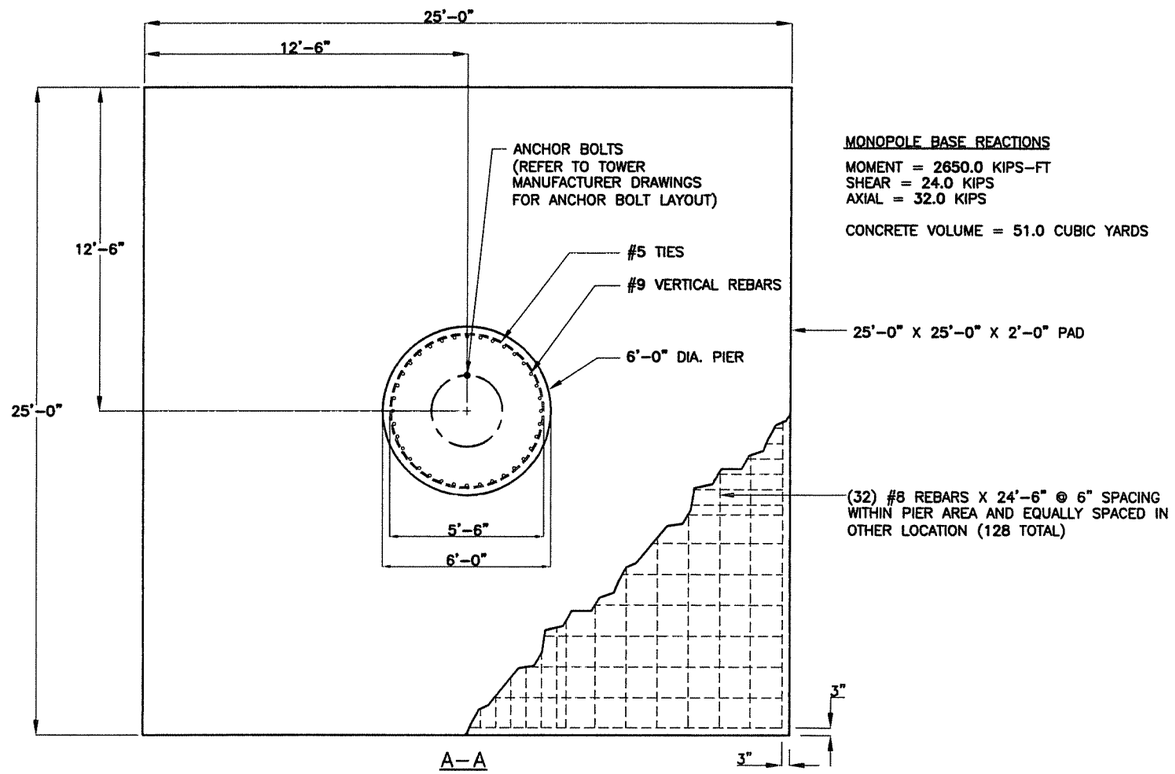
DRAWN BY:	JL
CHECKED BY:	HMA
APPROVED BY:	AS
DATE DRAWN:	3/10/10
ATC JOB NO:	43817874A

SHEET TITLE:
IBC GENERAL NOTES

SHEET NUMBER:	REV #:
IGN	0



ELEVATION

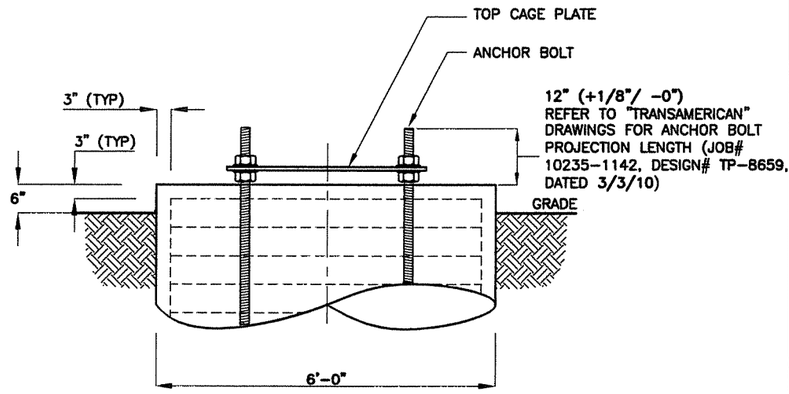


A-A

MONOPOLE BASE REACTIONS

MOMENT = 2650.0 KIPS-FT
SHEAR = 24.0 KIPS
AXIAL = 32.0 KIPS

CONCRETE VOLUME = 51.0 CUBIC YARDS



DETAIL 1

NOTES

1. FOUNDATION DESIGNED FOR A "TRANSAMERICAN" 145' MONOPOLE (JOB# 10235-1142, DESIGN# TP-8659, DATED 3/3/10). REFERENCE TOWER MANUFACTURER DRAWINGS FOR ANCHOR BOLT INSTALLATION REQUIREMENTS.
2. FOUNDATION DESIGN REACTIONS WERE OBTAINED FROM TOWER MANUFACTURER DESIGN DRAWINGS (JOB# 10235-1142, DESIGN# TP-8659, DATED 3/3/10).
3. FOUNDATION DESIGN WAS BASED ON SOIL REPORT PROVIDED BY "PATRIOT ENGINEERING AND ENVIRONMENTAL, INC" WITH PROJECT# 5-09-0689, DATED 7/20/09. REFERENCE THE SOIL REPORT FOR ADDITIONAL CONSIDERATIONS AND REQUIREMENTS.
4. SHALE AND SILTSTONE (SPT N-VALUES 26/12"~61/12") WAS ENCOUNTERED AT APPROX. 3' BELOW THE GRADE SURFACE. THE USE OF HEAVY TOOLS OR EQUIPMENT MAY BE REQUIRED.
5. CONCRETE SLUMP: 2"~4"

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

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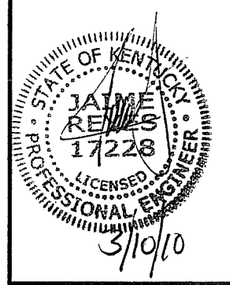

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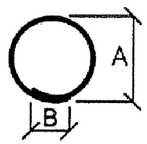
APPROVED BY:	AS
DATE DRAWN:	3/10/10
ATC JOB NO:	43817874A

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

SHEET NUMBER:	REV #:
A-1	0

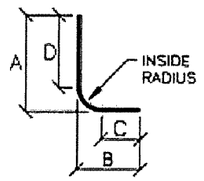
QTY REQ'D	REBAR SIZE	LENGTH	TOTAL WEIGHT (LBS)	TYPE	BENDING DIAGRAM
-	-	-	-	ROUND TIE	
12	#5	18 '-2 1/2"	228		

A	B
5'-6"	1'-1"



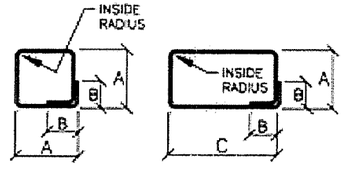
-	-	-	-	90° BEND VERTICAL
32	#9	7 '-3 1/2"	793	

A	B	C	D	INSIDE RAD.
5'-9"	1'-9 5/8"	1'-4"	5 '-3 1/2"	4-1/2"



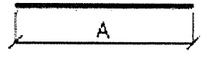
-	-	-	-	SQUARE OR RECTANGULAR TIE

A	B	C	INSIDE RAD.



-	-	-	-	STRAIGHT
128	#8	24 '-6"	8373	

A
24 '-6"



GENERAL FOUNDATION CONSTRUCTION NOTES

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

FOUNDATION AND ANCHOR TOLERANCES

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

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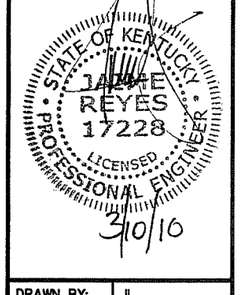


DRAWN BY:	JL
CHECKED BY:	HMA
APPROVED BY:	AS
DATE DRAWN:	3/10/10
ATC JOB NO:	43817874A

SHEET TITLE:
BAR LIST FOR REINFORCING STEEL AND GENERAL NOTES

SHEET NUMBER: A-2
REV #: 0

Exhibit E

PATRIOT ENGINEERING and Environmental, Inc.
Engineering Value for Project Success
Consulting Environmental, Geotechnical and Materials Engineers

July 20, 2009

Nsoro
10830 Penion Drive
Louisville, KY 40299

Attention: Michael Haggerty

RE: Report of Geotechnical Engineering Investigation
Stephenson Branch Cell Tower
Tunnel Hollow Road
Middlesboro, KY
Patriot Project Number 5-09-0689

Dear Michael:

Submitted herewith is the report of our subsurface investigation for the above-referenced project. This investigation was completed in general accordance with our Master Subcontract Agreement – Professional Services dated March 12, 2009.

This report includes detailed and graphic logs of the one (1) soil test boring drilled at the proposed site. Also included in the report are the results of laboratory tests performed on samples obtained from the site, and geotechnical recommendations pertinent to the foundation design and construction.

We appreciate the opportunity to have performed this geotechnical engineering investigation and are looking forward to working with you during the construction phase of the project. If you have any questions regarding this report or if we may be of any additional assistance regarding any geotechnical aspect of the project, please do not hesitate to contact our office.

Respectfully submitted,
Patriot Engineering and Environmental, Inc.

STATE OF KENTUCKY
WESLEY J. HEMP 25731 LICENSED
PROFESSIONAL ENGINEER

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

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

Attachment: Report of Geotechnical Engineering Investigation

TABLE OF CONTENTS

REPORT OF GEOTECHNICAL ENGINEERING INVESTIGATION

Stephenson Branch Cell Tower
Tunnel Hollow Road
Middlesboro, KY
Patriot Project No. 5-09-0689

1.0 INTRODUCTION

1.1 General

Nsoro is planning the construction of a new cell tower located in Middlesboro, Kentucky. The results of our geotechnical engineering investigation for the project are presented in this report. This investigation was carried out in general accordance with our Master Subcontract Agreement – Professional Services dated March 12, 2009.

1.2 Purpose and Scope

The purpose of this investigation was to determine the general near surface and subsurface conditions within the project area and to develop the geotechnical engineering recommendations necessary for the design and construction of the structure. This was achieved by drilling a soil test boring at 1 location, and by conducting laboratory tests on samples taken from the boring. This report contains the results of our findings, an engineering interpretation of these results with respect to the available project information, and recommendations to aid in the design and construction of the proposed cell tower facility.

2.0 PROJECT INFORMATION

The proposed project includes a 150 ft. to 200 ft. monopole or self support cell tower to be constructed located on Tunnel Hollow Road. Structural loading information for this project was not available at the time of this report. However, we estimate that the tower loads will not exceed the following loading conditions:

Monopole

Vertical (Downward) Load:	62 kips
Horizontal Shear:	43 kips
Overturning Moment:	5,660 kip-ft

SST

Vertical (Downward) Load:	400 kips
Uplift:	350 kips
Horizontal Shear:	60 kips

It is understood that the project will also include the development of a fenced-in compound area which will include a small equipment building. We anticipate that wall loads for the proposed building will not exceed 1.5 kips per lineal foot and floor slab loads will not exceed 150 psf.

3.0 SITE AND SUBSURFACE CONDITIONS

3.1 Site Conditions

The area for the proposed cell tower is located on a hilltop located on Tunnel Hollow Road west of U.S. Highway 25 East. A majority of the northern and western portion of the lease area is relatively flat, while the elevation of the eastern portion of the lease area is significantly higher than the remainder of the site. Elevations on the eastern portion of the property range from about 1232 at the tower location to about 1257 at the southeastern corner of the lease area.

3.2 Site Geology

Information pertaining to soil characteristics in the project area was obtained through the Kentucky Geological Survey Interactive GIS Map, and experience with previous geotechnical investigations in the area.

The site is located in the Eastern Kentucky Coal Field Physiographic Region in south-eastern Kentucky, in the Pine Mountain area. The bedrock at or near the surface consists of sedimentary rock and is of Pennsylvanian age. Specifically, the underlying bedrock is referred to as the Breathitt Group. This formation consists of varying amounts of intensely deformed shale, siltstone, sandstone, and coal. Bedrock from this formation is generally considered non-resistant. Information provided by the Interactive Geology Map indicates that a coal beds referred to as the Mason and Hance Coal are located east of U.S. Highway 25 East, although no evidence of existing mines were noted in the vicinity of the project area. An existing fault is

located about 400 to 500 feet northeast of the project site and is oriented in northwest to southeast direction.

3.3 Subsurface Conditions

Our interpretation of the subsurface conditions is based upon one soil borings drilled at the approximate location shown on the Boring Location Map in Appendix A. The following discussion is general; for more specific information, please refer to the boring logs presented in Appendix A. It should be noted that the dashed stratification lines shown on the soil boring log indicate approximate transitions between soil types. In situ stratification changes could occur gradually or at different depths. All depths discussed below refer to depths below the existing ground surface.

Beneath the ground surface cover, the boring encountered clayey silt described as light brown mottled light gray, dry, and stiff to an approximate depth of 3.5 feet. Below this layer the boring encountered interbedded weathered shale and siltstone described as brown, highly weathered, dry, and argillaceous to a depth of 13.5 feet. Weathered siltstone described as gray, highly weathered, dry, and argillaceous with some interbedded coal was encountered to a depth of about 28.5 feet. Beneath this layer the boring encountered weathered sandstone described as brown, highly weathered, and dry with some interbedded coal to a depth of 40 feet, the termination depth.

Standard Penetration Test blow counts (N-values) ranged from 11 blows per foot (bpf) in the clayey silt layer to more than 71 bpf in the weathered rock layers. Natural moisture contents in the clayey silt soil and weathered shale ranged from 8 to 18 percent. An unconfined compressive strength of 4.0 tsf (tons per square foot) was recorded for the 33.5 to 38.5 ft. sample.

3.4 Groundwater Conditions

Groundwater was not encountered during nor upon completion of drilling operations.

The term groundwater, for the purpose of this report, pertains to any water that percolates through the naturally occurring soil materials found on site. This includes any overland flow that permeates through a given depth of soil, perched water, and water that occurs below the "water table", a zone that remains saturated and water bearing year round.

It should be recognized that fluctuations in the groundwater level should be expected to occur due to variations in rainfall and other environmental or physical factors at the time measurements are made. The true static groundwater level can only be determined through observations made in cased holes over a long period of time, the construction of which was beyond the scope of this investigation.

4.0 DESIGN RECOMMENDATIONS

4.1 Basis

Our recommendations are based on data presented in this report, which include soil borings, laboratory testing and our experience with similar projects. Subsurface variations that may not be indicated by a dispersive exploratory boring program can exist on any site. If such variations or unexpected conditions are encountered during construction, or if the project information is incorrect or changed, we should be informed immediately since the validity of our recommendations may be affected. Refer to Appendix B for additional qualifications and contractual considerations.

4.2 Tower Foundation

Drilled Piers

The structure may be supported on a deep foundation system consisting of drilled piers. This type of foundation system is used to transfer load to a deeper and more substantial stratum, such as the weathered shale, siltstone, and sandstone bedrock encountered below the initial clayey silt layer and extending to a depth of 40 feet. Drilled piers may be designed using a net allowable end bearing pressure of ***20,000 pounds per square foot (psf)*** for piers bearing at a depth of at least 10 feet (or 4 pier diameters, whichever is greater), or an allowable end bearing pressure of ***25,000 psf*** for piers bearing at a depth of at least 25 feet below existing site grade.

Development of the design capacity is based on the following conditions or criteria:

- Drilled Piers should be designed as straight shaft and have a minimum diameter of 30 inches.

- The center-to-center spacing of the shafts will be a minimum of 2.5 pier diameters.
- Load applied to the shaft cap is uniformly distributed to each of the piers.
- Shafts should be constructed in accordance with the recommendations for shaft construction in Section 5.1 of this report.
- The drilled piers should be installed by a specialty contractor experienced in drilled pier installation.

For drilled pier design, the net allowable end bearing pressure is based on loads applied at the pier cap. The weight of the pier or the pier cap need not be included in the downward axial load used to dimension the pier.

Uplift resistance may be determined based on an allowable side resistance of ***400*** **psf** (pounds per square foot) from 5.0 to 25.0 feet and ***500*** **psf** below 25 feet, plus the weight of the pier.

Mat Foundation

Alternatively, the cell tower may be supported using a mat foundation bearing on weathered shale at a depth of at least 4 feet below existing grade. The maximum allowable bearing pressure for mat foundation design should not exceed ***5,000*** **psf**. The thickness of the mat should be sufficient to support the tower as a rigid mat without flexure. For mat foundation design, we recommend that the modulus of subgrade reaction, "K_{30}", not exceed ***250*** pounds per cubic inch.

The mat should be constructed in compliance with the recommendations discussed in the Construction Considerations (Section 5.0) of this report.

A detailed settlement analysis was beyond the scope of this report; however, we estimate that the total settlement of the mat foundation bearing on weathered shale should not exceed approximately 1 inch. Careful field control during construction is necessary to minimize the actual settlement that will occur.

4.3 Maintenance Building Foundations

It should be noted that a test boring was not performed for the Maintenance Building foundation since the location of the building has yet to be determined. Therefore, the recommendations provided below are based upon information obtained from the test boring performed at the center of the tower location.

The proposed structure can be supported on spread footings bearing on stiff clay or on structural fill overlying the same at normal shallow depths. These footings may be proportioned using a net allowable soil bearing pressure not exceeding ***2,000*** pounds per square foot (psf) for wall footings, provided that the foundations are constructed in compliance with the recommendations discussed in Section 5.0 of this report.

The allowable bearing pressure may be increased to ***3,800*** psf for foundations bearing on weathered shale or siltstone at a depth of at least 4 feet below existing site grade. *It should be noted that the maintenance building foundation should not bear partly on rock and partly on soil due to the excessive bending stresses that could develop. If foundations are to bear partly on rock and partly on soil, transition zones should be implemented. The design of the transition zones would be the responsibility of the structural engineer.*

In using the above net allowable soil bearing pressures, the weight of the foundation and backfill over the foundation need not be considered. Hence, only loads applied at or above the minimum finished grade adjacent to the footing need to be used for dimensioning the foundations. Each new foundation should be positioned so it does not induce significant pressure on adjacent foundations; otherwise the stress overlap must be considered in the design.

All exterior foundations and foundations in unheated areas should be located at a depth of at least 27 inches below final exterior grade for frost protection. We recommend that strip footings be at least 18 inches wide and column footings be at least 24 inches wide. We estimate that the total foundation settlement should not exceed approximately 1 inch and that differential settlement should not exceed about ¾ inch for footings bearing at shallow depths on stiff clay or structural fill. Careful field control during construction is necessary to minimize the actual settlement that will occur.

Positive drainage of surface water, including downspout discharge, should be maintained away from structure foundations to avoid wetting and weakening of the foundation soils both during construction and after construction is complete.

4.4 Floor Slabs

The stiff clayey silt soil encountered in the test boring is generally suitable for floor slab support. *Some undercutting to remove shallow soils with high moisture contents may be required prior to the placement of the granular base course, depending upon seasonal conditions.*

We recommend that all floor slabs be designed as "floating", that is, fully ground supported and not structurally connected to walls or foundations. This is to minimize the possibility of cracking and displacement of the floor slab because of differential movements between the slab and the foundation. Although the movements are estimated to be within the tolerable limits for the structural safety, such movements could be detrimental to the slabs if they were rigidly connected to the foundations.

The building floor slab should be supported on a minimum 6-inch thick, granular base course, bearing on a suitably prepared subgrade (refer to Section 5.0 Construction Considerations). The granular base course is expected to help distribute loads and equalize moisture conditions beneath the slab. All slabs should be liberally jointed and designed with the appropriate reinforcement for the anticipated loading conditions.

4.5 Modulus of Subgrade Reaction

A modulus of subgrade reaction, "K_{30}", value of **150** pounds per cubic inch (pci) is recommended for the design of ground supported floor slabs bearing on silty clay. This subgrade modulus may be increased to **250** pci for ground supported slabs bearing on weathered shale or siltstone. It should be noted that the "K_{30}" modulus is based on a 30-inch diameter plate load test and a CBR value of **3.0**.

4.6 Access Road and Parking Area

No test borings were performed for the tower access drive. It is possible that conditions different than those encountered at the tower location may exist along the access drive. Therefore, the following discussion should be considered general in nature in regards to access road and parking areas.

The near surface lean clay (ML) soil encountered in the test boring is generally suitable for support of the access road and parking area. Depending upon the time of year in which access road and parking areas are constructed the exposed subgrade may be soft. If soft areas are encountered during construction, the areas should be undercut and replaced with approved compacted structural fill as outlined in section 5.0 of this report. If construction is performed during a wet or cold period, the contractor will need to exercise care during the grading and fill placement activities in order to achieve the necessary subgrade soil support for the access road (See Section 5.0 for Construction Considerations).

It is assumed that the access drive/parking lot design for this project will be similar to past projects with the same general scope. The typical design generally consists of 6" to 8" of coarse-graded stone overlain by a minimum of 4" of compacted crusher run stone or DGA. A pavement section without asphalt or concrete surface cover will require regular maintenance due to degradation of soils caused by inclement weather, vegetation growth, and vehicular traffic. Therefore, the pavement section will require routine maintenance to keep the access drive and parking areas functional. It should be noted that silty soils are subject to degradation and erosion due to inclement weather conditions. Therefore, some consideration should be given to the utilization of a non-woven filter fabric between the crushed stone pavement and soil subgrade layer to minimize the effects of surface erosion.

The base soil for the access road and parking will need to be firm and dry. The subgrade should be sloped properly in order to provide good base drainage. To minimize the effects of groundwater or surface water conditions, the base section for the driveway should be sufficiently high above adjacent ditches and properly graded to provide adequate drainage.

Our recommendations are based on the assumption that the access drive and parking areas will be constructed on proofrolled natural soils, or on structural fill overlying the same. Serviceable pavements can be achieved by different combinations of materials and thickness, varied to provide roughly equivalent strengths. In addition, local practice for existing pavement construction should be reviewed for other blends, combinations of materials that have been found satisfactory, and for applicable minimum standards.

4.7 Seismic Considerations

We have reviewed Section 1615 of the 2007 Kentucky Building Code with respect to the subsurface conditions disclosed by our geotechnical investigation and the following recommendations and comments are presented for your use in developing the seismic design criteria for the structural design. For structural design purposes, we recommend using a **Site Class of B** as defined by the 2007 Kentucky Building Code. Other earthquake resistant design parameters should be applied consistent with the minimum requirements of the Kentucky Building Code. The Site Class of B was based on soft bedrock with an average shear wave velocity of 2000 feet/second to a depth of 40 feet and moderately hard bedrock with an average shear wave velocity of 3000 feet/second from 40 to 100 feet.

5.0 CONSTRUCTION CONSIDERATIONS

5.1 Site Preparation

All areas that will support foundations, floors, pavements or newly placed structural fill must be properly prepared. All loose surficial soil, topsoil, fill and other unsuitable materials must be removed. Unsuitable materials include: old or miscellaneous fill, frozen soil, relatively soft material, relatively wet soils, deleterious material, soils that exhibit a high organic content.

Prior to construction of floor slabs or pavements or the placement of new structural fill, the exposed subgrade (including the basement subgrade) must be evaluated by the Patriot representative. The evaluation should include proofrolling of the subgrade.

Care must be exercised during grading and fill placement operations. The combination of heavy construction equipment traffic and excess surface moisture can cause pumping and deterioration of the near surface soils. The severity of this potential problem depends to a great extent on the weather conditions prevailing during construction.

5.2 Foundation Excavations

Drilled Shaft Excavations

The drilled shaft excavations should be observed by *Patriot's* geotechnical engineer or his representative to verify that the foundations will bear at the specified minimum depth and with the minimum bearing requirements, as recommended in Section 4.2 of this report. To confirm adequate bearing, *Patriot's* site representative will visually examine a sample of the bedrock taken at the proposed bearing depth. Surface runoff or seepage water should be drained away from the drilled pier excavation and not be allowed to collect in the excavation.

Additional recommendations for drilled pier foundation construction are presented below:

- **The shale and siltstone bedrock for which the piers are likely to bear is highly susceptible to slaking; that is, the rock rapidly degrades when exposed to water. For this reason, we recommend that the drilled piers be installed utilizing the dry method or casing in-lieu of the slurry method.**
- The geotechnical engineer should be retained to document the shaft diameter, depth, cleanliness, plumbness, and type of end bearing material during pier construction.
- **The foundation bearing material should be evaluated after the bottom of the hole is leveled, cleared of any mud and extraneous materials, and dewatered. If significant amounts of coal are encountered in the drilling spoils or in the pier excavation, deepening of the piers may become necessary.**
- The drilling equipment should have the capacity to produce a torque of at least 500,000 inch-pounds and a downward force of at least 50,000 pounds.
- Temporary protective steel casing should be available to be installed in the pier, if necessary, to prevent sidewall collapse and excessive mud and water intrusion into the opened excavation. The casing may be extracted as the excavation is filled with concrete. However, the protective casing should not be removed until the weight of concrete placed into the pier exceeds the ground water head.
- A positive head of concrete (minimum of 5 feet) should be maintained above the bottom of the casing during withdrawal and the contractor should prevent

concrete from "hanging-up" inside the shell, which may allow soil and water intrusion below the shell.

- If groundwater seepage into the drilled pier excavation is less than 20 gallons per minute, pumps should be used to maintain less than two inches of water. After observation and evaluation of the pier bottom by the geotechnical engineer, the pumps should be removed and concrete placement initiated immediately. If water is flowing into the hole at a rate greater than 20 gallons per minute, the geotechnical engineer should be consulted for guidance.
- Concrete with slumps ranging between four and seven inches should be used for backfilling the piers.
- Concrete placement into the drilled hole should be directed through a centering device located at the ground surface. If significant groundwater inflow is encountered, a tremie pipe should be used during the concrete placement.
- Construction techniques used for drilled pier installation should conform to applicable Occupational Safety and Health Administration (OSHA) regulations.

Spread Footing & Mat Foundation Excavations

The exposed soil or rock subgrade in the base of the foundation (except for foundations bearing on structural backfill) should be observed by a *Patriot* site representative to confirm that bearing material of adequate strength has been reached. Any localized soft soil zones encountered at the bearing elevation should be further excavated until adequate support materials encountered. The cavity should be backfilled with structural fill as defined below. Structural fill used as backfill beneath the spread footing or mat foundations should be limited to compacted DGA or #57 Stone placed and compacted in accordance with Section 5.3.

If it is necessary to support the foundation on structural fill, then the fill pad must extend laterally a minimum distance beyond the edge of the mat foundation. The minimum structural pad width would correspond with a point at which an imaginary line extending downward from the outside edge of the footing at a 1H:2V slope intersects the surface of the natural soils. For example, if the depth to the bottom of excavation is 2 feet below the bottom of the foundation, the excavation would need to extend laterally beyond the edge of the footing at least 1 foot, as shown in Illustration A found at the conclusion of this report.

Excavation slopes should be maintained within OSHA requirements. In addition, we recommend that any surcharge fill or heavy equipment be kept at least 5 feet away from the edge of the excavation. In addition, excavations that occur near existing in-use foundations should be carefully performed, making a conscious effort not to undermine the support of the in-use foundations. If it is necessary to excavate soils adjacent to and below the bearing elevation of any in-use foundations *Patriot* should be contacted to make further recommendations regarding these excavations. Please refer to Illustration B in Appendix A for further details.

Construction traffic on the exposed surface of the bearing soils will potentially cause some disturbance of the subgrade and consequently loss of bearing capacity. However, the degree of disturbance can be minimized by proper protection of the exposed surface.

5.3 Structural Fill and Fill Placement Control

Structural fill, defined as any fill that will support structural loads, should be clean and free of organic material, debris, deleterious materials and frozen soils. Samples of the proposed fill materials should be tested prior to initiating the earthwork and backfilling operations to determine the classification, natural and optimum moisture contents, maximum dry density and overall suitability as a structural fill. **Weathered shale and siltstone <u>should not</u> be used as structural fill.**

All structural fill placed beneath floor slabs and above the foundation bearing elevation should be compacted to at least 95 percent of its maximum Standard Proctor dry density (ASTM D-698). This minimum compaction requirement should be increased to 100 percent of the maximum Standard Proctor dry density for fill supporting footings, provided foundations are designed as outlined in Recommendations, Section 4.2.

It may be necessary to scarify and recompact the near surface soil prior to placement of the pavement sections. Any fill placed or recompacted within 1 ft of the base of the pavement section should also be compacted to at least 100 percent of the Standard Proctor maximum dry density. This can be reduced to 95 percent for engineered fill placed more than 1 ft below the base of the pavement section.

To achieve the recommended compaction of the structural fill, we suggest that the fill be placed and compacted in layers not exceeding eight inches in loose thickness. A Patriot soils engineer or his representative should monitor all fill placements.

5.4 Groundwater

Groundwater was not encountered during nor upon completion of drilling operations.

Groundwater inflow into shallow excavations above the groundwater table is expected to be adequately controlled by conventional methods such as gravity drainage and/or pumping from sumps. More significant inflow can be expected in deeper excavations below the groundwater table requiring more aggressive dewatering techniques, such as well or wellpoint systems. For groundwater to have minimal effects on the construction, foundation excavations should be constructed and poured in the same day, if possible.

6.0 INVESTIGATIONAL PROCEDURES

6.1 Field Work

A total of 1 boring was performed at the project site on July 9, 2009 at the approximate location shown on the Boring Location Plan in Appendix A. The boring was drilled at the center of the proposed tower location to a termination depth of 40 feet without encountering auger refusal. All depths are given as feet below the existing ground surface.

The borings were advanced using 3¼" I.D. (inside diameter) hollow-stem augers. Samples were recovered in the undisturbed material below the bottom of the augers using the standard drive sample technique in accordance with ASTM D 1586-74. A 2" O.D. by $1^{3}/_{8}$" I.D. split-spoon sampler was driven a total of 18 inches with the number of blows of a 140-pound hammer falling 30 inches of penetration is the Standard Penetration Test result commonly referred to as the N-value (or blow-count). Split-spoon samples were recovered at 2.5-foot intervals, beginning at a depth of 1 foot below the existing surface grade, extending to the auger refusal depth. Water levels were monitored at each borehole location during drilling and upon completion of the boring. The borehole was backfilled with auger cuttings prior to demobilization for safety considerations.

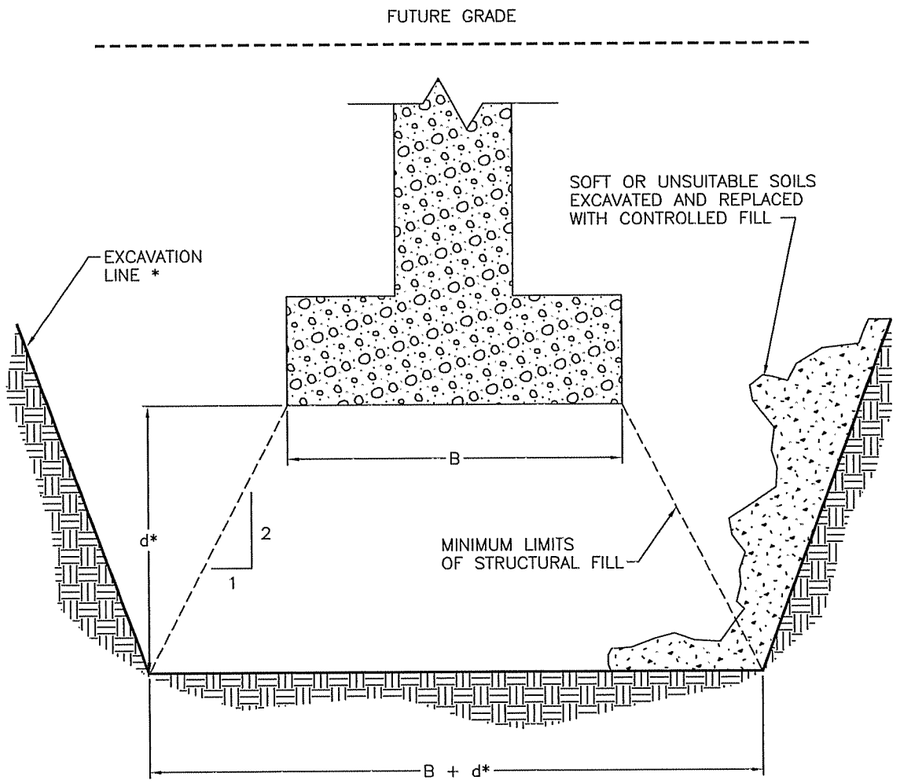
Upon completion of the boring program, all of the samples retrieved during drilling in this sampling program were returned to *Patriot*'s soils testing laboratory where they were visually examined and classified. A laboratory generated log of each boring was prepared based upon the driller's field log, laboratory test results, and our visual classification. Test boring logs and a description of the classification system are included in Appendix A in this report. Indicated on each log are the primary strata encountered, the approximate depth of each stratum change, depth of sample, the Standard Penetration Test results, groundwater conditions, and select laboratory test data. The laboratory logs were prepared for each boring giving the appropriate sample data and the textural description and classification.

6.2 Laboratory Testing

Representative samples recovered in the borings were selected for testing in the laboratory to evaluate their physical properties and engineering characteristics. Laboratory analyses included natural moisture content determinations (ASTM D 2216) and an estimate of unconfined compressive strength testing by use of a calibrated hand penetrometer. The results of all laboratory tests are shown on the boring log.

7.0 ILLUSTRATIONS

See Illustrations A and B on the following pages. These illustrations are presented to further visually clarify the Construction Considerations presented in Section 5.2.



*d IS DEPTH TO SUITABLE SOILS

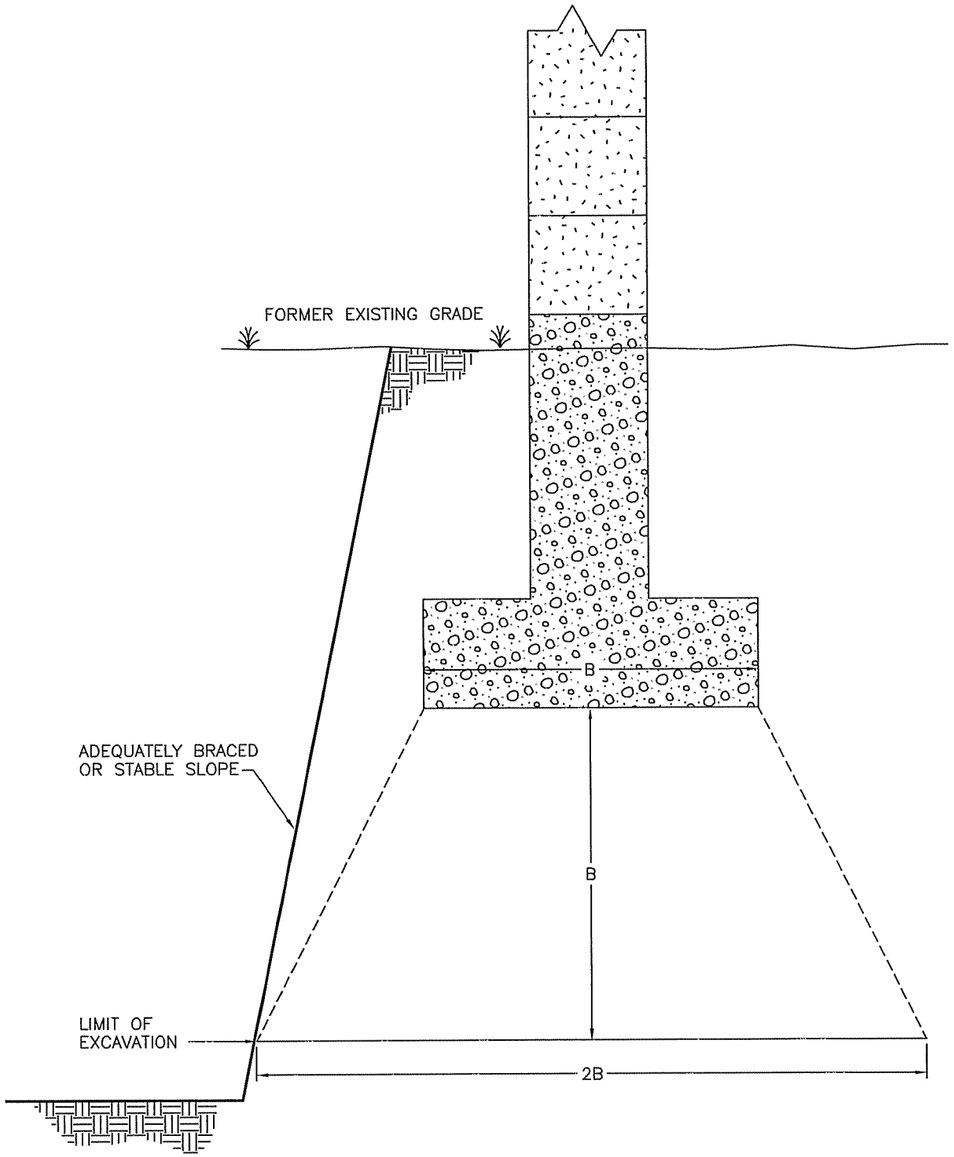
* IN COMPLIANCE WITH OSHA STANDARDS

PATRIOT ENGINEERING
and Environmental, Inc.
4735 Poplar Level Road, Suite 1
(502)961-5652 FAX (502)961-9256

Excavation for Footings
In an Area of Fill
ILLUSTRATION A

job. no.: PAT-UC

figure: 1



PATRIOT ENGINEERING
and Environmental, Inc.
4735 Poplar Level Road, Suite 1
(502)961-5652 FAX (502)961-9256

Excavation Near Existing
In Use Foundations
ILLUSTRATION B

job. no.: PAT–UC1

figure: 1

APPENDIX A

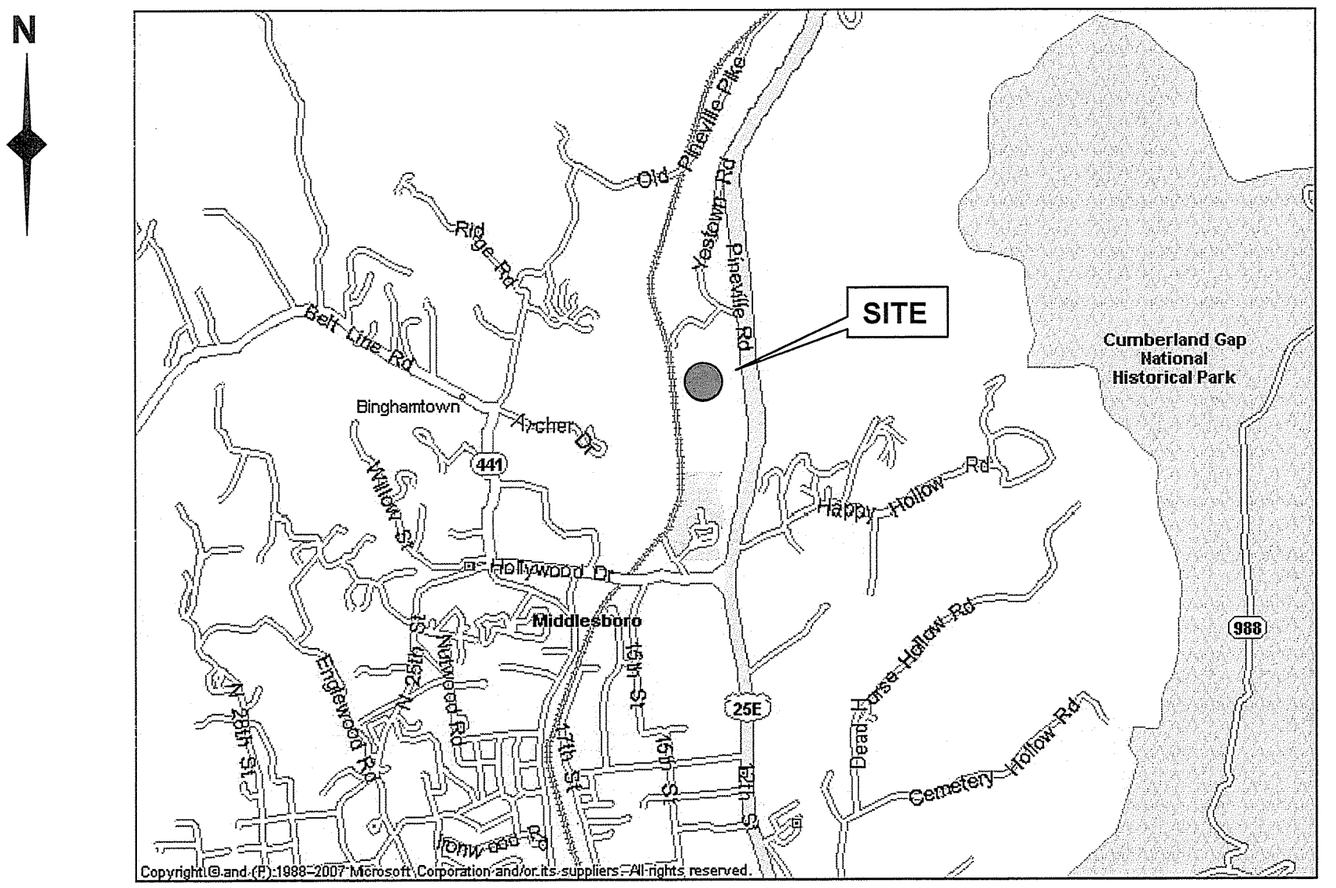
Site Vicinity Map

Boring Location Map

Boring Logs

Boring Log Key

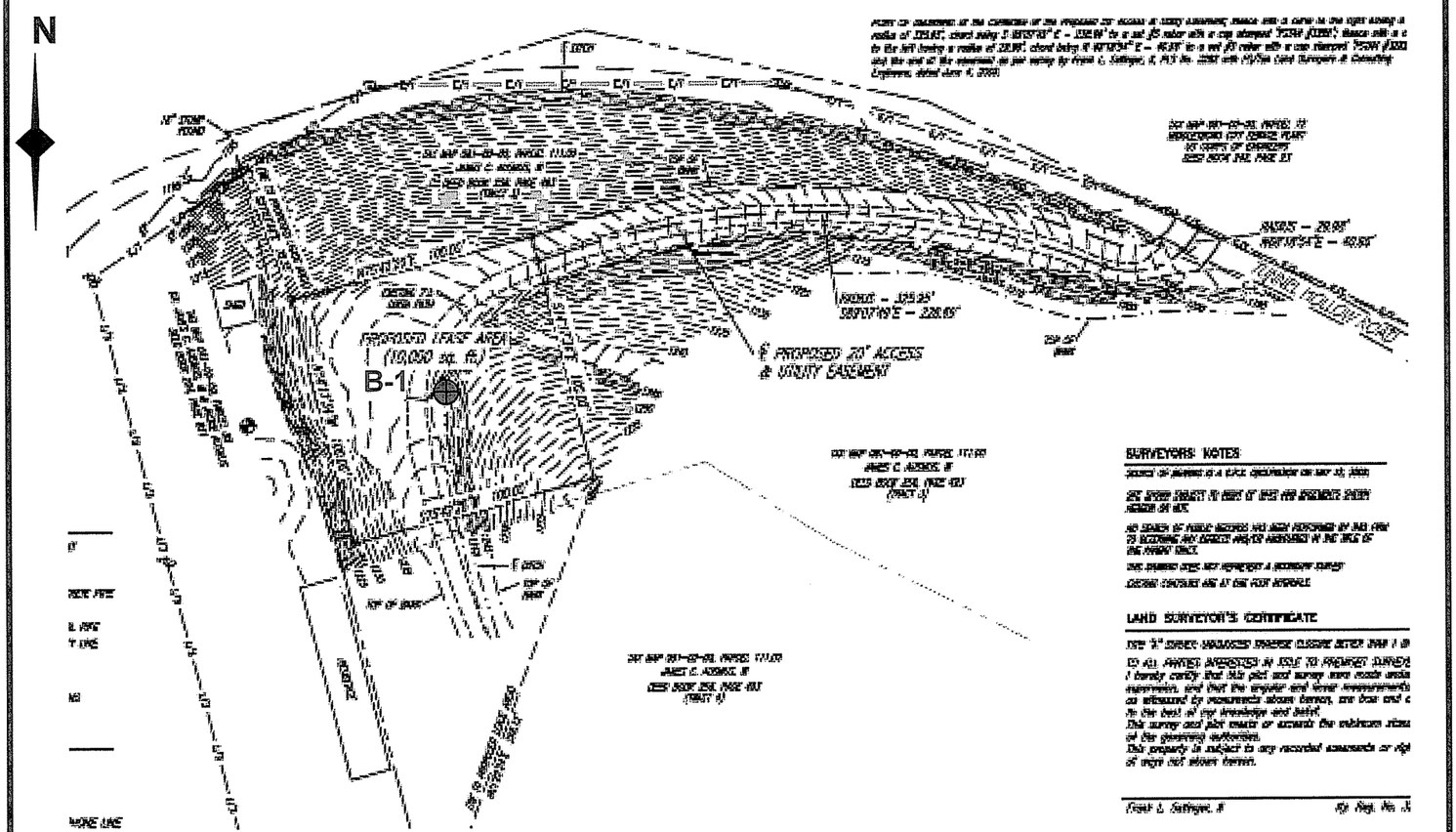
Unified Soils Classification (USCS)



PATRIOT ENGINEERING
and Environmental, Inc.
Louisville, Kentucky 40299

Site Location Map
Stephenson Branch Cell Tower
Tunnel Hollow Road
Middlesboro , KY

Job No. 5-09-0689	**Figure** 1



PATRIOT ENGINEERING **and Environmental, Inc.** **Louisville, Kentucky 40299**	**Boring Location Map** Stephenson Branch Cell Tower Tunnel Hollow Road Middlesboro , KY	
	Job No. 5-09-0689	**Figure** 2

PATRIOT ENGINEERING and Environmental Inc.
Indianapolis, Terre Haute, Evansville, Fort Wayne, South Bend, Lafayette, Louisville KY, Dayton OH, Charleston IL

LOG OF BORING B-1

(Page 1 of 1)

Stephenson Branch Cell Tower
Tunnel Hollow Road
Middlesboro, KY

Client Name	: Nsoro	Driller	: H. Popp
Project Number	: 5-09-0689	Sampling	: Splitspoon
Logged By	: W. Hemp	Approximate Elevation	: 1232.0
Start Date	: 7/9/2009	Drill Rig	: CME-750 ATV
Drilling Method	: HSA		

Water Levels
▼ During Drilling
▽ After Completion
◆ After 24 hours

Depth in Feet	Water Level	USCS	GRAPHIC	DESCRIPTION	Samples	Rec %	SPT Results	qp tsf	w %	RQD %	REMARKS
0	▼	ML		CLAYEY SILT, light brown mottled light gray, dry, stiff	☒	100	6/5/6	3.25	18		
		SH/SL		SHALE and SILTSTONE, brown, highly weathered, dry, argillaceous	☒	94	10/12/14	-	17		
5					☒	56	10/14/19	-	11		
					☒	67	12/23/38	-	12		
10					☒	91	11/(50/5")	-	8		
15		SL		SILTSTONE, gray, highly weathered, dry, argillaceous	⊠	67	9/14/15	-	11		
				* w/ some interbedded coal							
20					⊠	100	(50/5")	-	10		
25											
30		SS		SANDSTONE, brown, highly weathered, dry	☒	100	16/(50/3")	-	8		Boring caved to 31.0' upon auger removal.
				* w/ some interbedded coal	☒	100	14/17/(50/1")	4.0	9		
35											
40				Boring terminated at 40.0'	☒	67	14/21/(50/3")	-	11		
45											

07-20-2009 P:\Borings\KY2009\5-09-0689\B-1.bor

BORING LOG KEY

UNIFIED SOIL CLASSIFICATION SYSTEM
FIELD CLASSIFICATION SYSTEM
FOR SOIL EXPLORATION

NON COHESIVE SOILS
(Silt, Sand, Gravel and Combinations)

Density

Very Loose	-5 blows/ft. or less
Loose	-6 to 10 blows/ft.
Medium Dense	-11 to 30 blows/ft.
Dense	-31 to 50 blows/ft.
Very Dense	-51 blows/ft. or more

Grain Size Terminology

Soil Fraction		Particle Size	US Standard Sieve Size
Boulders		Larger than 12"	Larger than 12"
Cobbles		3" to12"	3" to 12"
Gravel:	Coarse	¾" to 3"	¾" to 3"
	Small	4.76mm to ¾"	#4 to ¾"
Sand:	Coarse	2.00mm to 4.76mm	#10 to #4
	Medium	0.42mm to 2.00mm	#40 to #10
	Fine	0.074mm to 0.42mm	#200 to #40
Silt		0.005mm to 0.074 mm	Smaller than #200
Clay		Smaller than 0.005mm	Smaller than #200

RELATIVE PROPORTIONS FOR SOILS

Descriptive Term	Percent
Trace	1 - 10
Little	11 - 20
Some	21 - 35
And	36 - 50

COHESIVE SOILS
(Clay, Silt and Combinations)

Consistency	Field Identification	Unconfined Compressive Strength (tons/sq. ft.)
Very Soft	Thumb will penetrate soil more than 1 inch	Less than 0.25
Soft	Thumb will penetrate soil about 1 inch	0.25 – < 0.5
Medium Stiff	Thumb will penetrate soil about ½ inch	0.5 - < 1.0
Stiff	Thumb will indent soil about ¼ inch	1.0 - < 2.0
Very Stiff	Readily indented by thumbnail	2.0 - < 4.0
Hard	Indented with difficulty by thumbnail	Over 4.0

Classification on logs are made by visual inspection.

Standard Penetration Test - Driving a 2.0" O.D., $1^{3/8}$" I.D., sampler a distance of 1.0 foot into undisturbed soil with a 140 pound hammer free falling a distance of 30.0 inches. It is customary for **Patriot** to drive the spoon 6.0 inches to seat into undisturbed soil, then perform the test. The number of hammer blows for seating the spoon and making the tests are recorded for each 6.0 inches of penetration on the drill log (Example - 6/8/9). The standard penetration test results can be obtained by adding the last two figures (i.e. 8 + 9 = 17 blows/ft.).

Strata Changes - In the column "Soil Descriptions" on the drill log the horizontal lines represent strata changes. A solid line (————) represents an actually observed change, a dashed line (- - - - - -) represents an estimated change.

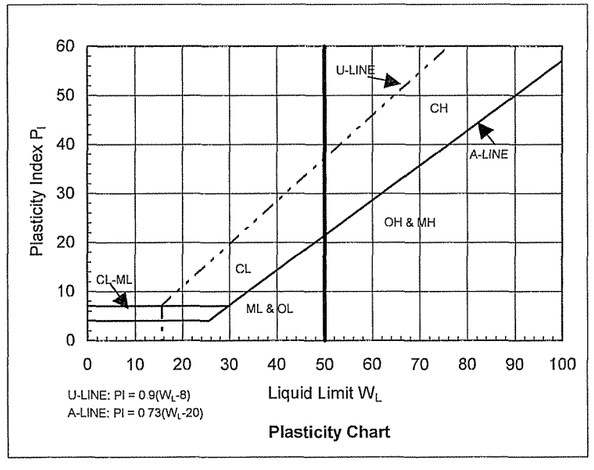
Groundwater observations were made at the times indicated. Porosity of soil strata, weather conditions, site topography, etc., may cause changes in the water levels indicated on the logs.

Groundwater symbols: ▼-observed groundwater elevation, encountered during drilling; ∇-observed groundwater elevation upon completion of boring.

PATRIOT ENGINEERING
and Environmental, Inc.

Unified Soil Classification

Major Divisions			Group Symbol		Typical Names	Classification Criteria for Coarse-Grained Soils		
Coarse-grained soils (more than half of material is larger than No. 200)	Gravels (more than half of coarse fraction is larger than No. 4 sieve size)	Clean gravels (little or no fines)	GW		Well-graded gravels, gravel-sand mixtures, little or no fines	$C_U \geq 4$ $1 \leq C_C \leq 3$	$C_U = \frac{D_{60}}{D_{10}}$	$C_C = \frac{D^2_{30}}{D_{10} D_{60}}$
			GP		Poorly graded gravels, gravel-sand mixtures, little or no fines	Not meeting all gradation requirements for GW ($C_U < 4$ or $1 > C_C > 3$)		
		Gravels with fines (appreciable amount of fines)	GM	*d* *u*	Silty gravels, gravel-sand-silt mixtures	Atterberg limits below A line or $P_I < 4$	Above A line with $4 < P_I < 7$ are borderline cases requiring use of dual symbols	
			GC		Clayey gravels, gravel-sand-clay mixtures	Atterberg limits above A line or $P_I > 7$		
	Sands (more than half of coarse fraction is smaller than No. 4 sieve size)	Clean sands (little or no fines)	SW		Well-graded sands, gravelly sands, little or no fines	$C_U \geq 6$ $1 \leq C_C \leq 3$	$C_U = \frac{D_{60}}{D_{10}}$	$C_C = \frac{(D_{30})^2}{D_{10} D_{60}}$
			SP		Poorly graded sands, gravelly sands, little or no fines	Not meeting all gradation requirements for SW ($C_U < 6$ or $1 > C_c > 3$)		
		Sands with fines (appreciable amount of fines)	SM	*d* *u*	Silty sands, sand-silt mixtures	Atterberg limits below A line or $P_I < 4$	Limits plotting in hatched zone with $4 \leq P_I \leq 7$ are borderline cases *requiring use of dual* symbols	
			SC		Clayey sands, sand-clay mixtures	Atterberg limits above A line with $P_I > 7$		
Fine-grained soils (more than half of material is smaller than No. 200)	Silt and clays (liquid limit <50)		ML		Inorganic silts and very fine sands, rock flour, silty or clayey fine sands, or clayey silts with slight plasticity	1. Determine percentages of sand and gravel from grain size curve. 2. Depending on percentages of fines (fraction smaller than 200 sieve size), coarse-grained soils are classified as follows: Less than 5% - GW, GP, SW, SP More than 12% - GM, GC, SM, SC 5-12% - Borderline cases requiring dual symbols		
			CL		Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays			
			OL		Organic silts and organic silty clays of low plasticity			
	Silts and clays (liquid limit >50)		MH		Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts			
			CH		Inorganic clays or high plasticity, fat clays			
			OH		Organic clays of medium to high plasticity, organic silts			
	Highly organic soils		PT		Peat and other highly organic soils			



Plasticity Chart

APPENDIX B

General Qualifications

and

Standard Clause for Unanticipated Subsurface Conditions

GENERAL QUALIFICATIONS
of Patriot Engineering's Geotechnical Engineering Investigation

This report has been prepared at the request of our client for his use on this project. Our professional services have been performed, findings obtained, and recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties either expressed or implied.

The scope of our services did not include any environmental assessment or investigation for the presence or absence of wetlands, hazardous or toxic materials in the soil, groundwater, or surface water within or beyond the site studied. Any statements in this report or on the test borings logs regarding vegetation types, odors or staining of soils, or other unusual conditions observed are strictly for the information of our client and the owner.

This report may not contain sufficient information for purposes of other parties or other uses. This company is not responsible for the independent conclusions, opinions or recommendations made by others based on the field and laboratory data presented in this report. Should there be any significant differences in structural arrangement, loading or location of the structure, our analysis should be reviewed.

The recommendations provided herein were developed from the information obtained in the test borings, which depict subsurface conditions only at specific locations. The analysis, conclusions, and recommendations contained in our report are based on site conditions as they existed at the time of our exploration. Subsurface conditions at other locations may differ from those occurring at the specific drill sites. The nature and extent of variations between borings may not become evident until the time of construction. If, after performing on-site observations during construction and noting the characteristics of any variation, substantially different subsurface conditions from those encountered during our explorations are observed or appear to be present beneath excavations we must be advised promptly so that we can review these conditions and reconsider our recommendations where necessary.

If there is a substantial lapse of time between the submission of our report and the start of work at the site, or if conditions have changed due to natural causes or construction operations at or adjacent to the site, we urge that our report be reviewed to determine the applicability of the conclusions and recommendations considering the changed conditions and time lapse.

We urge that Patriot be retained to review those portions of the plans and specifications that pertain to earthwork and foundations to determine whether they are consistent with our recommendations. In addition, we are available to observe construction, particularly the compaction of structural backfill and preparation of the foundations, and such other field observations as may be necessary.

In order to fairly consider changed or unexpected conditions that might arise during construction, we recommend the following verbiage (Standard Clause for Unanticipated Subsurface Conditions) be included in the project contract.

STANDARD CLAUSE FOR UNANTICIPATED SUBSURFACE CONDITIONS

"The owner has had a subsurface exploration performed by a soils consultant, the results of which are contained in the consultant's report. The consultant's report presents his conclusions on the subsurface conditions based on his interpretation of the data obtained in the exploration. The contractor acknowledges that he has reviewed the consultant's report and any addenda thereto, and that his bid for earthwork operations is based on the subsurface conditions as described in that report. It is recognized that a subsurface exploration may not disclose all conditions as they actually exist and further, conditions may change, particularly groundwater conditions, between the time of a subsurface exploration and the time of earthwork operations. In recognition of these facts, this clause is entered in the contract to provide a means of equitable additional compensation for the contractor if adverse unanticipated conditions are encountered and to provide a means of rebate to the owner if the conditions are more favorable than anticipated.

At any time during construction operations that the contractor encounters conditions that are different than those anticipated by the soils consultant's report, he shall immediately (within 24 hours) bring this fact to the owner's attention. If the owner's representative on the construction site observes subsurface conditions which are different than those anticipated by the consultant's report, he shall immediately (within 24 hours) bring this fact to the contractor's attention. Once a fact of unanticipated conditions has been brought to the attention of either the owner or the contractor, and the consultant has concurred, immediate negotiations will be undertaken between the owner and the contractor to arrive at a change in contract price for additional work or reduction in work because of the unanticipated conditions. The contract agrees that the following unit prices would apply for additional or reduced work under the contract. For changed conditions for which unit prices are not provided, the additional work shall be paid for on a time and materials basis."

Another example of a changed conditions clause can be found in paper No. 4035 by Robert F. Borg, published in ASCE Construction Division Journal, No. CO2, September 1964, page 37.

Exhibit F

Competing Utilities, Corporations or Persons

American Towers

Crown Communication

SBA Towers

Verizon

Sprint / Nextel

T-Mobile

Bluegrass Cellular

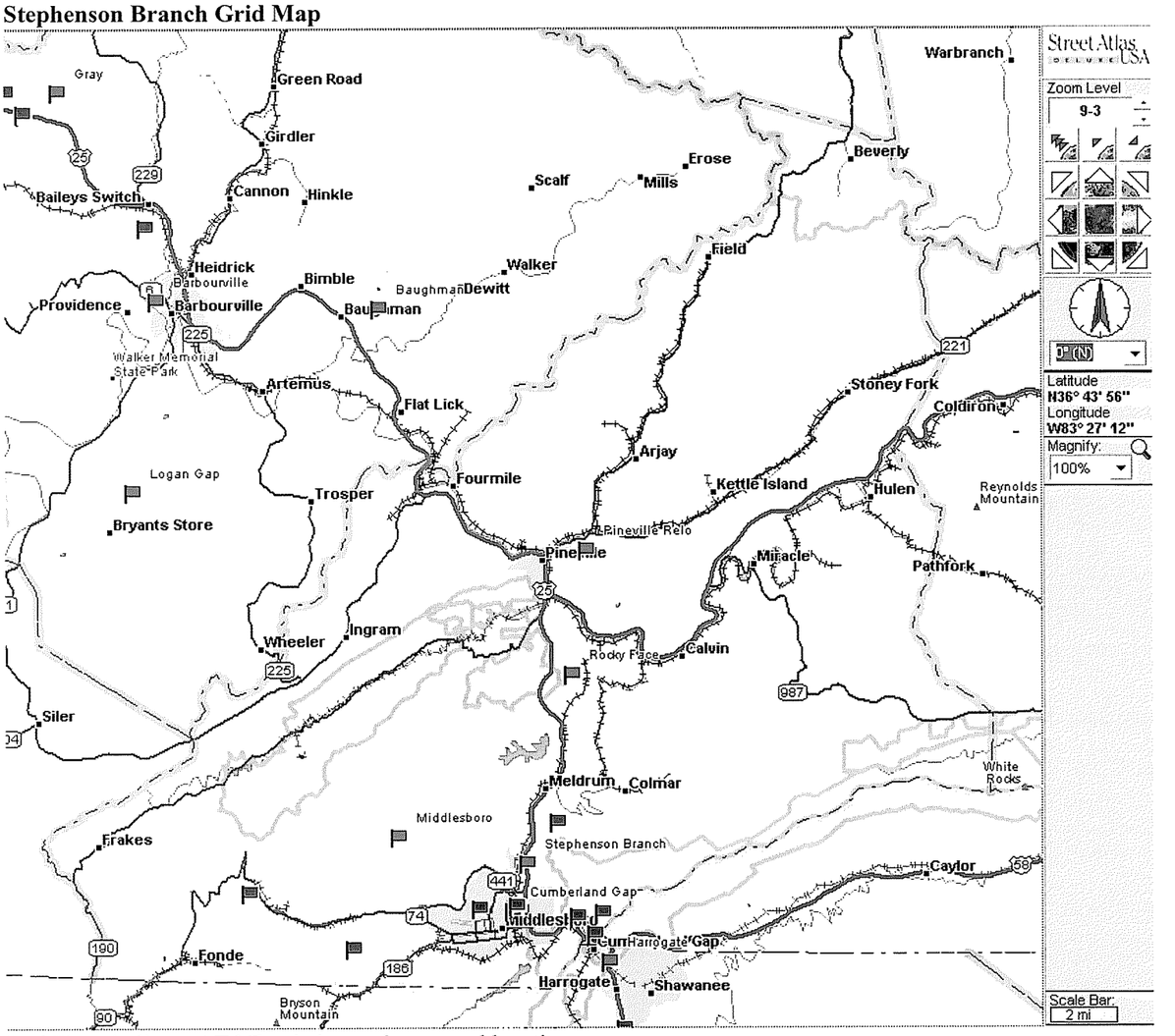
Shared Sites

Cricket

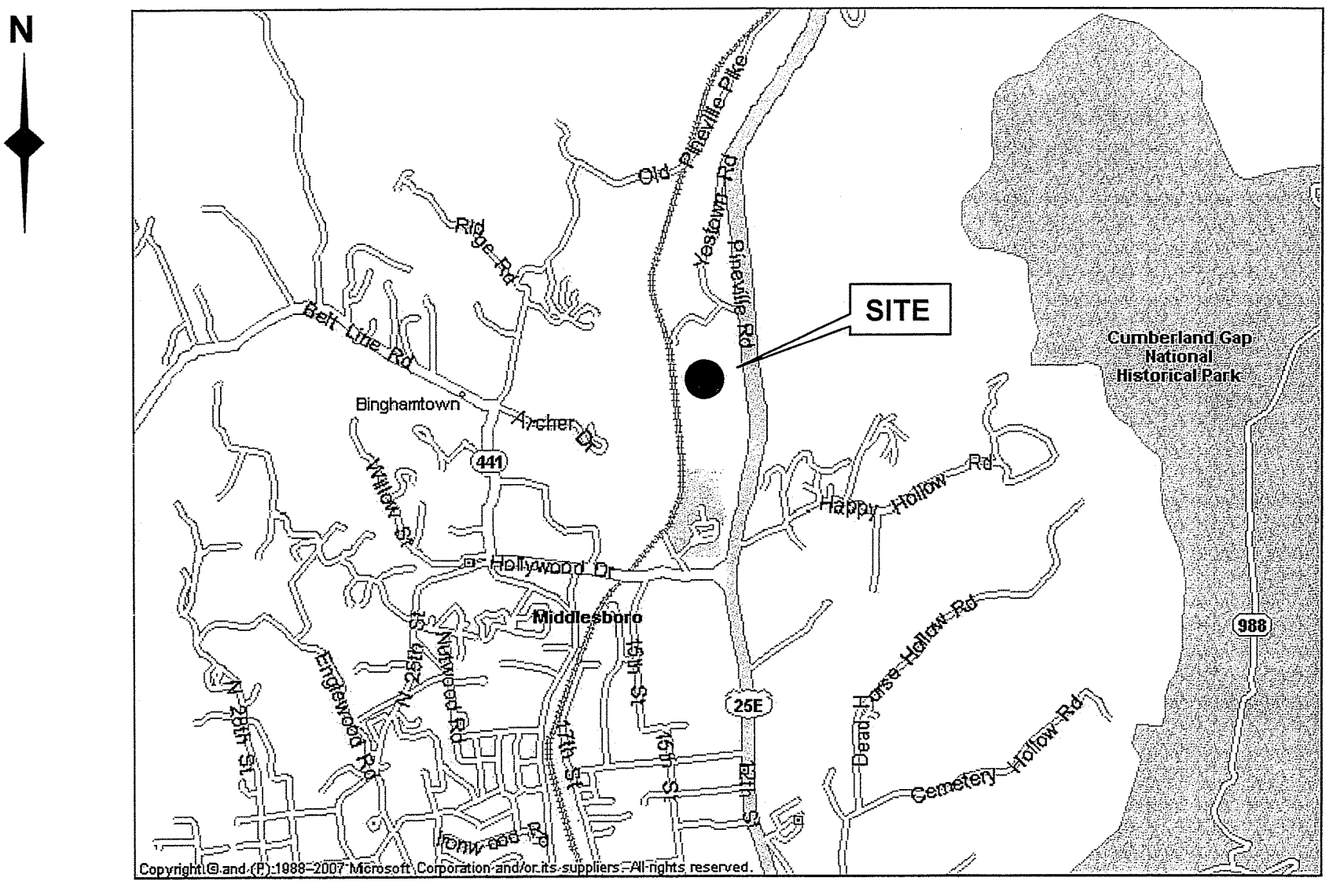
Pegasus Towers

Appalachian Wireless

Stephenson Branch Grid Map



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



PATRIOT ENGINEERING
and Environmental, Inc.
Louisville, Kentucky 40299

Site Location Map
Stephenson Branch Cell Tower
Tunnel Hollow Road
Middlesboro , KY

Job No. 5-09-0689	**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-4904-OE

Issued Date: 10/08/2009

Muayyad Mustafa (pm)
AT&T Mobility - South
5601 Legacy Dr.
MS: A-3
Plano, TX 75024

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

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

Structure:	Antenna Tower Stephenson Branch
Location:	Middlesboro, KY
Latitude:	36-37-49.81N NAD 83
Longitude:	83-42-22.87W
Heights:	199 feet above ground level (AGL) 1434 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 04/08/2011 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 8084. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2009-ASO-4904-OE.

Signature Control No: 649593-119327513 (DNE)
Carole Bernacchi
Technician

Attachment(s)
Frequency Data

cc: FCC

Frequency Data for ASN 2009-ASO-4904-OE

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

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

STEVEN BESHEAR
Governor

January 20, 2010

APPROVAL OF APPLICATION

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

SUBJECT: AS-007-1A6-2009-230

STRUCTURE:	Antenna Tower
LOCATION:	Middlesboro, KY
COORDINATES:	36° 37' 49.81" N / 83° 42' 22.87" W
HEIGHT:	150' AGL/1385'AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct 150'AGL/ 1385'AMSL Antenna Tower near Middlesboro, KY 36° 37' 49.81" N / 83° 42' 22.87" W.

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

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

Medium Dual Obstruction Lighting is required.

John Houlihan
Administrator

STEVEN BESHEAR
Governor

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

CONSTRUCTION/ALTERATION STATUS REPORT

January 20, 2010

AERONAUTICIAL STUDY NUMBER: AS-007-1A6–2009-230

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

This concerns the permit which was issued to you by the Kentucky Airport Zoning Commission on January 20, 2010. This permit is valid for a period of 18 Month(s) from its date of issuance. If construction is not completed within the said 18-Month period, this permit shall lapse and be void, and no work shall be performed without the issuance of a new permit. When appropriate, please indicate the status of the project in the place below and return this letter to John Houlihan, Administrator, Kentucky Airport Zoning Commission, 90 Airport Road, Bldg 400, FRANKFORT, KY, 40601. 502 564-4480.

STRUCTURE: Antenna Tower
LOCATION: Middlesboro, KY
COORDINATES: 36° 37' 49.81" N / 83° 42' 22.87" W
HEIGHT: 150' AGL /1385'AMSL

CONSTRUCTION/ALTERATION STATUS

1. The project ( ) is abandoned. ( ) is not abandoned.

2. Construction status is as follows:
   Structure reached its greatest height of _____ ft. AGL
   _____ ft. AMSL on _____ (date).

   Date construction was completed. _____

   Type of obstruction marking/painting. _____

   Type of obstruction lighting. _____

   As built coordinates. _____

   Miscellaneous Information. _____

   DATE _____

   SIGNATURE/TITLE _____

Kentucky Transportation Cabinet, Kentucky Airport Zoning Commission, 200 Mero Street, Frankfort, KY 40622

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

INSTRUCTIONS INCLUDED

Kentucky Aeronautical Study Number: KE-007-146-09-230

1. APPLICANT -- Name, Address, Telephone, Fax, etc.
AT&T Mobility
Lisa Glass
5310 Maryland Blvd.
Brentwood, TN 37020
615-221-3503

2. Representative of Applicant -- Name, Address, Telephone, Fax
Kathy Kelly-Jacobs
RETEL
1000 Reed Lane
Simpsonville, KY 40067
770-330-9784

3. Application for: ☐ New Construction ☐ Alteration ☐ Existing

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

5. Work Schedule: Start _____ End _____

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

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

8. FAA Aeronautical Study Number _____

9. Latitude: 36 ° 37 ' 49.61 "

10. Longitude: 83 ° 42 ' 22.87 "

11. Datum: ☒ NAD83 ☐ NAD27 ☐ Other _____

12. Nearest Kentucky City: Middlesboro County: Bell 007

13. Nearest Kentucky public use or Military airport:
Middlesboro/Bell Municipal Airport

14. Distance from #13 to Structure: 2.13NM

15. Direction from #13 to Structure: Southwest

16. Site Elevation (AMSL): 1,235.00 Feet

17. Total Structure Height (AGL): 150.00 Feet

18. Overall Height (#16 + #17) (AMSL): 1,385.00 Feet

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

20. Description of Location: (Attach USGS 7.5 minute Quadrangle Map or an Airport layout Drawing with the precise site marked and any certified survey)
Site is located close the road at the bottom a hill on rawland.

21. Description of Proposal:
AT&T is proposing to build a 150' monopole off of Hwy 25 in Middlesboro, KY in Bell county. We are submitting this application for reconsideration. Currently there are 3 other towers in the proximity of the airport that exceed the elevation of AT&T's proposed site.

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

CERTIFICATION: I hereby certify that all the above statements made by me are true, complete and correct to the best of my knowledge and belief.

Kathy Kelly-Jacobs — Kathy Kelly-Jacobs — 12/9/09
Printed Name and Title — Signature — Date

PENALTIES: Persons failing to comply with Kentucky Revised Statutes (KRS 183.861 through 183.990) and Kentucky Administrative Regulations (602 KAR 050:Series) are liable for fines and/or imprisonment as set forth in KRS 183.990(3). Non-compliance with Federal Aviation Administration Regulations may result in further penalties.

Commission Action:

☒ Approved
☐ Disapproved

☐ Chairman, KAZC ☒ Administrator, KAZC

Date 1-20-10

Exhibit H

ULS License

Cellular License - KNKN673 - NEW CINGULAR WIRELESS PCS, LLC

PA **This license has pending applications:** 0004078789

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

Market

Market	CMA453 - Kentucky 11 - Clay	Channel Block	A
Submarket	0	Phase	2

Dates

Grant	08/21/2001	Expiration	10/01/2011
Effective	03/16/2010	Cancellation	

Five Year Buildout Date

11/29/1996

Control Points

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

Licensee

FRN	0003291192	Type	Limited Liability Company

Licensee

NEW CINGULAR WIRELESS PCS, LLC
5601 LEGACY DRIVE, MS: A-3
PLANO, TX 75024
ATTN FCC Group

P: (469)229-7471
F:(469)229-7297
E:LG5201@ATT.COM

Contact

AT&T MOBILITY LLC
Michael P Goggin
1120 20th Street, NW, Suite 1000
Washington, DC 20036
ATTN Michael P. Goggin

P: (202)457-2055
F:(202)457-3074
E:MG7268@att.com

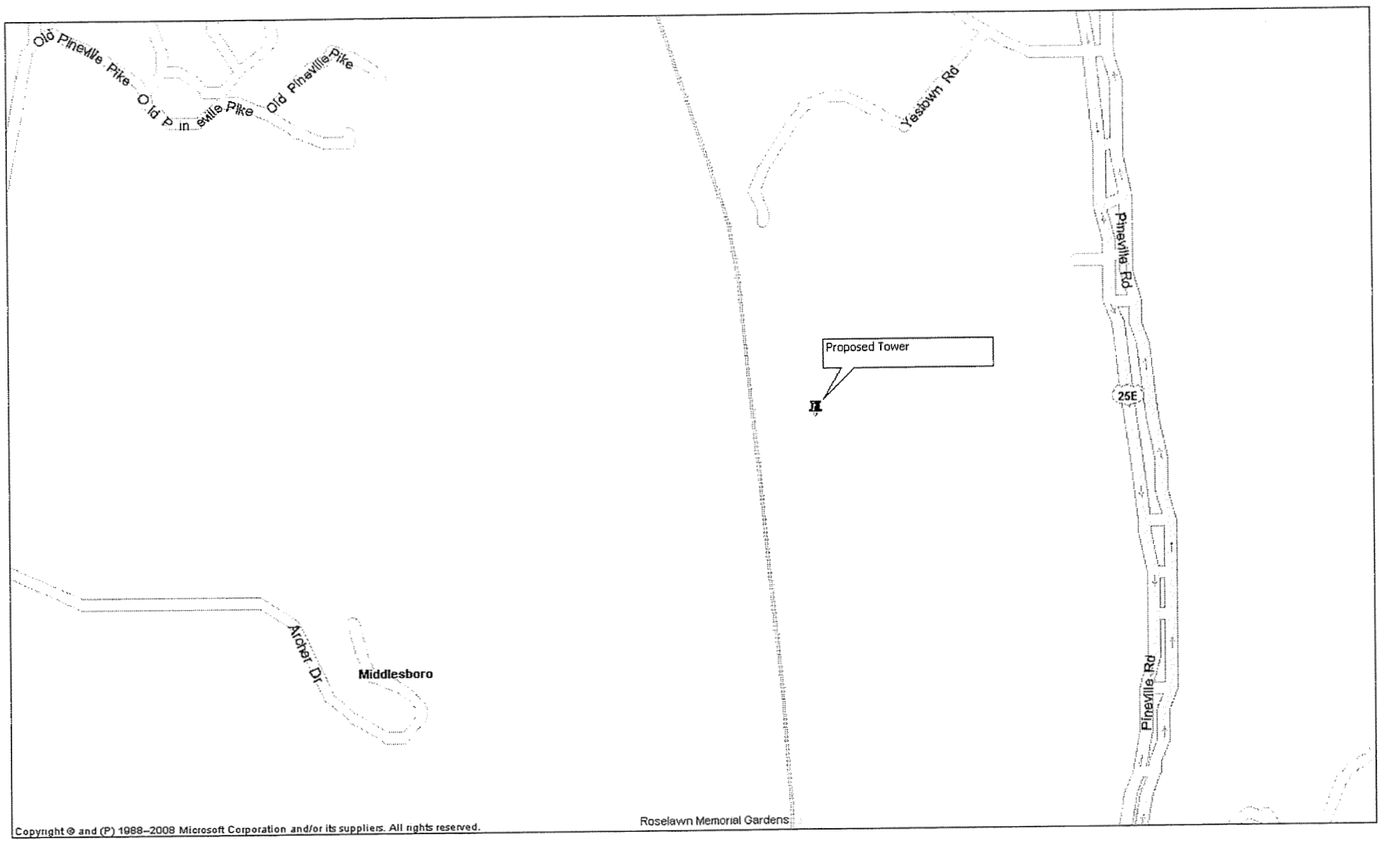
Ownership and Qualifications

Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

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

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

Exhibit I



Directions to Site: From Pineville at the intersection of U.S. 25E and Pine Street, proceed South on U.S. 25E approximately 10.5 miles to Tunnel Hollow Road. Turn left on Tunnel Hollow Road and proceed for approximately .50 miles site on left.

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

Market: SOUTH/TN-KY
Cell Site Number: 193P0237
Cell Site Name: Stephen Branch
Fixed Asset Number: 10123122

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 James C. Ausmus, III and his wife, Jackie Ausmus, III, having a mailing address of Route 4, Box 86H, Middlesboro, KY 40965 (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 6826 US Highway 25E, Middlesboro, in the County of Bell 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 5,625 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**").

(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 the initial construction and installation of the Communications Facility and a maximum of ten (10) days per year for additional installations or modifications to the Communication Facility as long as the surrounding land is available for use. 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.

3. **TERM.**

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

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

4. RENT.

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

(b) In year two (1), and every year thereafter for the remaining term of the lease, , the monthly Rent will increase by [redacted] over the Rent paid during the previous year.

(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.

(d) Any expense for approvals under section 5 will be the tenant's sole responsibility.

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. , any lawsuit arising out of the Tenant's communication facility and its intended use will be the Tenant's sole responsibility and will cover the Landlord in that event.

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. 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.. Landlord and Tenant agree that Tenant's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth herein are a reasonable approximation of such damages. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant

additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation. Tenant be required to remove from the Premises or the Property any structural steel or any foundations up to a 2% grade. Tenant will not be required to remove 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. Tenant will maintain and repair the Property they occupy 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.

15. **ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign, sell or transfer its interest under this Agreement without the approval or consent of Landlord, to Tenant's parent or member company or any affiliate or subsidiary of, or partner in, Tenant or its parent or member company, or to American Towers, Inc. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises, in whole or in part, without Landlord's consent. Tenant shall notify Landlord of of such assignment, sublease or transfer within thirty (30) days of transaction. Tenant may not otherwise assign or sublease this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

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: Network Real Estate Administration
Re: Cell Site # _135P0237_; Cell Site Name Stephenson Branch
Fixed Asset No: 10123122
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a copy to: Name
New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # 13P0237; Cell Site Name Stephenson Branch
Fixed Asset No: 10123122
1025 Lenox Park Blvd, NE
5th Floor
Atlanta, GA 30319-5309

With a copy to: Name
AT&T Mobility
Engineering Office
Attn: Real Estate Department
Re: Cell Site # _13P0237; Cell Site Name Stephenson Branch
Fixed Asset No: 10123122
5310 Maryland Way
Brentwood, TN 37027

If to Landlord: James C. and Jackie Ausmus, III
Route 4, Box 86H
Middlesboro, KY 40965

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 thirty (30) 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 a Written Notice is given. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord aggress to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facility is completed.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent. Nothing in this section shall prevent the Landlord from placing a lien on the facility pursuant to a court ordered judgment.

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 sixty (60) 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, 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, 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,. 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.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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

"LANDLORD"

By: _____
James C. Ausmus, III

LANDLORD"

By: _____
Jackie Ausmus, III

"TENANT"

New Cingular Wireless PCS, LLC,
Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Daniel Toth
Its: Manager of Real Estate and Construction
Date: 2/16/10

EXHIBIT 1

DESCRIPTION OF PREMISES
Page _1__ of 2_

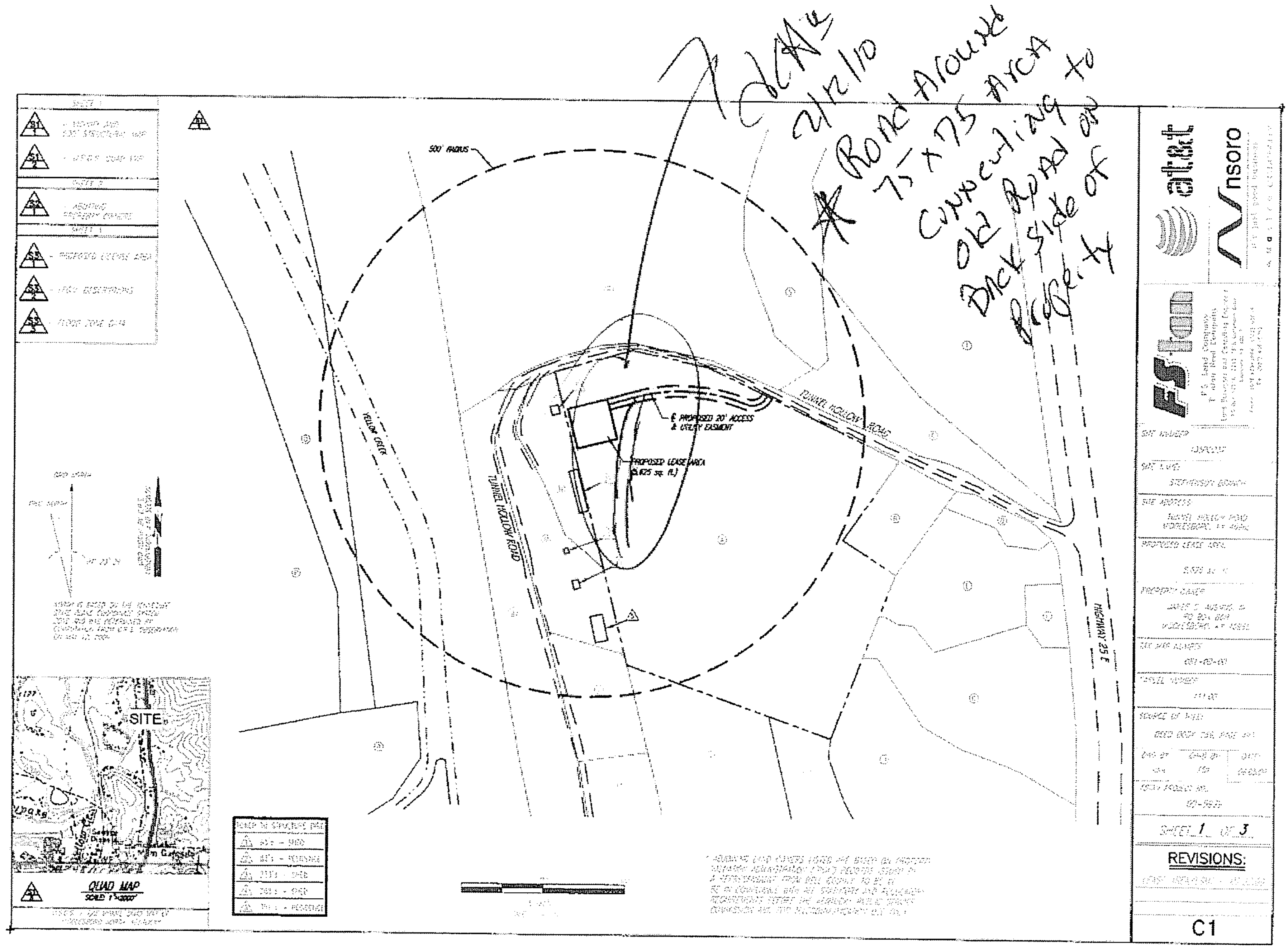
to the Agreement dated FEBRUARY 16 2000, by and between James C. and Jackie Ausmus, III, a husband and wife, as Landlord, and New Cingular Wireless PCS, LLC_, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

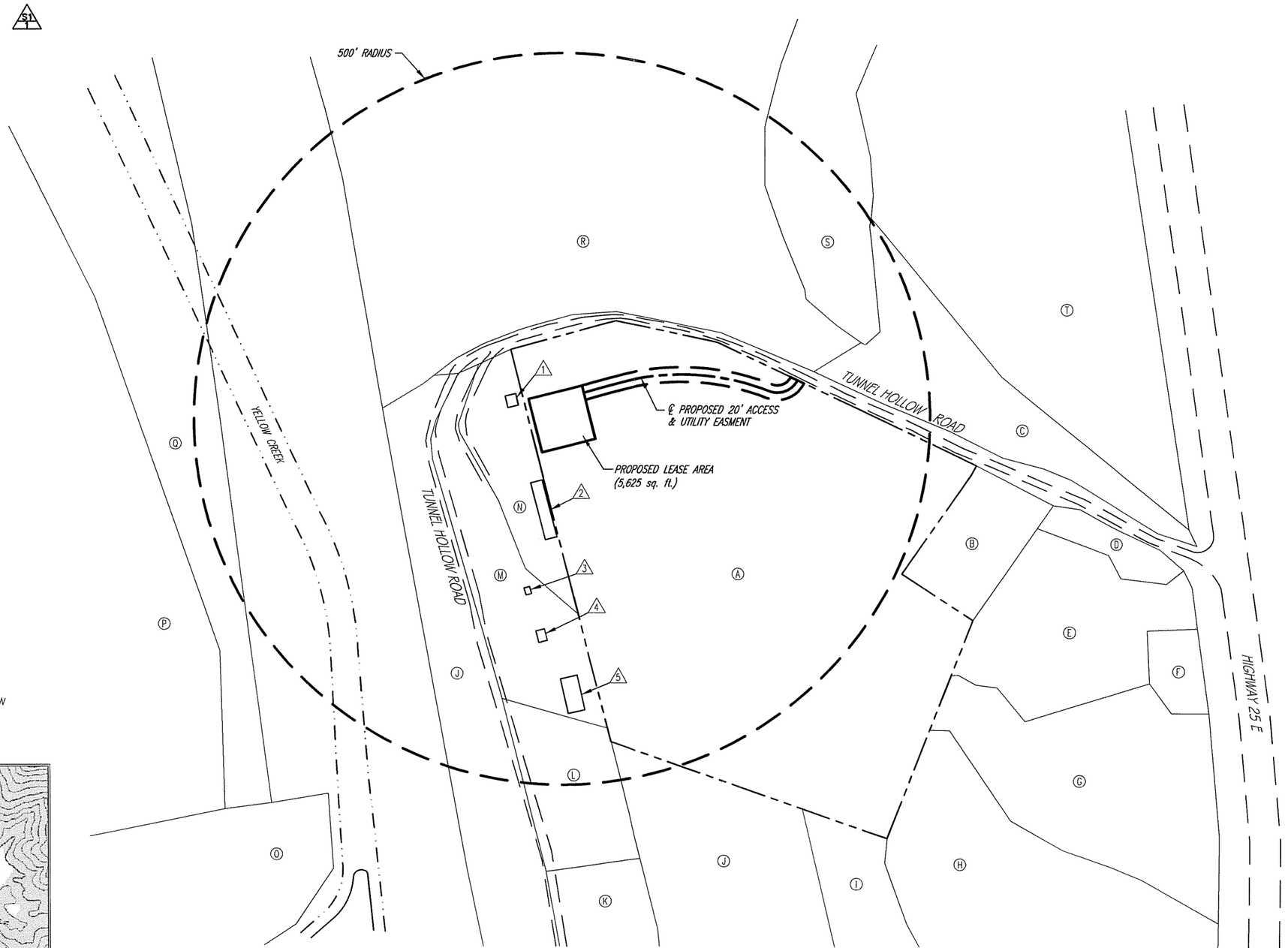
See attached Lease Exhibit sketch.

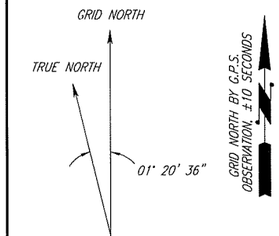
Notes:

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.

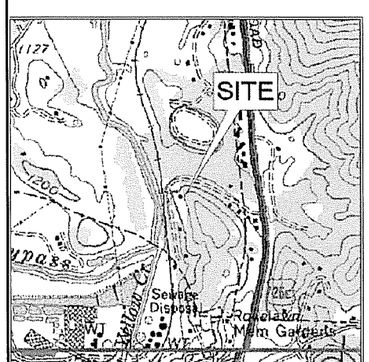

500' RADIUS
YELLOW CREEK
TUNNEL HOLLOW ROAD
PROPOSED 20' ACCESS & UTILITY EASEMENT
PROPOSED LEASE AREA (5,625 sq. ft.)
HIGHWAY 25 E
SITE
QUAD MAP
at&t
nsoro
SHEET 1 OF 3
REVISIONS:
C1
2/12/10
* Road Around 75 x 75 Area connecting to old Road on back side of property

SHEET 1	
S1/1	– VICINITY AND 500' STRUCTURAL MAP
S1/2	– U.S.G.S. QUAD MAP
SHEET 2	
S2/1	– ABUTTING PROPERTY OWNERS
SHEET 3	
S3/1	– PROPOSED LICENSE AREA
S3/2	– LEGAL DESCRIPTIONS
S3/3	– FLOOD ZONE DATA





NORTH IS BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM, ZONE AND WAS DETERMINED BY COMPUTATION FROM G.P.S. OBSERVATION ON MAY 12, 2009.



S1/3 **QUAD MAP**
SCALE: 1"=2000'

U.S.G.S. 7 1/2 MINUTE QUAD MAP OF MIDDLESBORO NORTH, KENTUCKY

TOWER TO STRUCTURE DIST.	
1	63'± – SHED
2	88'± – RESIDENCE
3	233'± – SHED
4	288'± – SHED
5	351'± – RESIDENCE

0' 150' 300'
(IN FEET)
SCALE: 1" = 150'

* ADJOINING LAND OWNERS LISTED ARE BASED ON PROPERTY VALUATION ADMINISTRATION ("PVA") RECORDS ISSUED BY A REPRESENTATIVE FROM BELL COUNTY, TO BE IN BE IN COMPLIANCE WITH ALL STATUTORY AND REGULATORY REQUIREMENTS BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION AND FOR TELECOMMUNICATION USE ONLY

at&t

Ansoro
it's just good business.
A::MasTec COMPANY

FSTan
F.S. Land Company
T. Alan Neal Company
Land Surveyors and Consulting Engineers
PO Box 17546 2313/2315 Crittenden Drive
Louisville, KY 40217
Phone: (502) 635-5866 (502) 636-5111
Fax: (502) 636-5263

SITE NUMBER:
135P0237

SITE NAME:
STEPHENSON BRANCH

SITE ADDRESS:
TUNNEL HOLLOW ROAD
MIDDLESBORO, KY 40965

PROPOSED LEASE AREA:
5,625 sq ft.

PROPERTY OWNER:
JAMES C. AUSMUS, III
PO BOX 86H
MIDDLESBORO, KY 40965

TAX MAP NUMBER:
081-00-00

PARCEL NUMBER:
111.00

SOURCE OF TITLE:
DEED BOOK 256, PAGE 493

DWG BY:	CHKD BY:	DATE:
KNR	FSII	06.05.09

FSTAN PROJECT NO.:
09-5999

SHEET 1 OF 3

REVISIONS:
LEASE AREA/ESMT – 07.22.09
ROAD RELOCATION – 10.12.09

C1

SHEET 1

S1 1 – VICINITY AND 500' STRUCTURAL MAP

S1 2 – U.S.G.S. QUAD MAP

SHEET 2

S2 1 – ABUTTING PROPERTY OWNERS

SHEET 3

S3 1 – PROPOSED LICENSE AREA

S3 2 – LEGAL DESCRIPTIONS

S3 3 – FLOOD ZONE DATA

S2 1

Ⓐ MAP 081-00-00, LOT 111.00
AUSMUS, JAMES CASPER III
P.O. BOX "P"
MIDDLESBORO, KY 40965
DEED BOOK 256, PAGE 493
NO ZONING

Ⓑ MAP 081-00-00, LOT 082.00
RICHARDS, GARRETT & LUCY
c/o MILDRED RILEY
906 WEST 5th STREET
ANDERSON, IN 46016
DEED BOOK 156, PAGE 601
NO ZONING

Ⓒ MAP 081-00-00, LOT 111.00
AUSMUS, JAMES CASPER III
P.O. BOX P
MIDDLESBORO, KY 40965
DEED BOOK 256, PAGE 493
ZONING B-2 (IN CITY)

Ⓓ MAP 081-00-00, LOT 111.00
AUSMUS, JAMES CASPER III
P.O. BOX P
MIDDLESBORO, KY 40965
DEED BOOK 256, PAGE 493
NO ZONING

Ⓔ MAP 081-00-00, LOT 083.00
O'LEAR, MICHAEL J. & BERTA L.
c/o MOBILE GAS CO.
P.O. BOX 671
MIDDLESBORO, KY 40965
DEED BOOK 276, PAGE 398
DEED BOOK 252, PAGE 203
ZONING B-2 (IN CITY)

[redacted]

Ⓖ MAP 081-00-00, LOT 085.00
ELLIOTT, GILLIS & JOSEPH TIMOTHY ELLIOTT
788 PINE HILL ROAD
TAZEWELL, IN 37879
DEED BOOK 309, PAGE 751
ZONING B-2 (IN CITY)

Ⓗ MAP 081-00-00, LOT 086.00
YEARY, CURTIS
P.O. BOX 1858
MIDDLESBORO, KY 40965
DEED BOOK 324, PAGE 751
ZONING B-2 (IN CITY)

Ⓘ MAP 081-00-00, LOT 087.00
YEARY, CURTIS H.
P.O. BOX 1858
MIDDLESBORO, KY 40965
DEED BOOK 325, PAGE 77
NO ZONING

Ⓙ MAP 081-00-00, LOT 081.00
GREEN HILLS PROPERTIES, INC.
P.O. BOX 2580
MIDDLESBORO, KY 40965
DEED BOOK 309, PAGE 269
NO ZONING

[redacted]

Ⓛ MAP 081-00-00, LOT 078.00
VANBEBER, KENNETH & JANE
361 SOUTH 13th STREET
MIDDLESBORO, KY 40965
DEED BOOK 174, PAGE 456
NO ZONING

Ⓜ MAP 081-00-00, LOT 079.00
BROOKS, TONY G. & ANGELA
P.O. BOX 2725
MIDDLESBORO, KY 40965
DEED BOOK 284, PAGE 611
NO ZONING

Ⓝ MAP 081-00-00, LOT 080.00
AUSMUS, JAMES CASPER III & JACKIE AUSMUS
P.O. BOX "P"
MIDDLESBORO, KY 40965
DEED BOOK 294, PAGE 821
NO ZONING

[redacted]

[redacted]

Ⓠ MAP 081-00-00, LOT 105.00
GILES, R O ENTERPRISES INC.
503 CHERRY AVENUE
NEW TAZEWELL, IN 37825
DEED BOOK 260, PAGE 373
NO ZONING

Ⓡ MAP 081-00-00, LOT 072.00
MIDDLESBORO CITY SEWAGE PLANT
U.S. CORPS OF ENGINEERS
NO KNOWN ADDRESS
MIDDLESBORO, KY 40965
DEED BOOK 242, PAGE 23
NO ZONING

Ⓢ MAP 081-00-00, LOT 171.00
EPPERSON, THOMAS & JACKIE
P.O. BOX 278
MIDDLESBORO, KY 40965
DEED BOOK 294, PAGE 341
NO ZONING

Ⓣ MAP 081-00-00, LOT 075.00
EPPERSON, THOMAS
P.O. BOX 278
MIDDLESBORO, KY 40965
DEED BOOK 206, PAGE 579
ZONING B-2 (IN CITY)

CSX TRANSPORTATION
421 West Main St
Frankfort, KY 40601

at&t

nsoro
it's just good business.
A MasTec COMPANY

FS Land Company
T. Alan Neal Company
Land Surveyors and Consulting Engineers
PO Box 17546 2313/2315 Crittenden Drive
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Phone: (502) 635-5866 (502) 636-5111
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PROPOSED LEASE AREA:
5,625 sq. ft.

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PO BOX 86H
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081-00-00

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SOURCE OF TITLE:
DEED BOOK 256, PAGE 493

DWG BY:	CHKD BY:	DATE:
KNR	FSII	06.05.09

FSTAN PROJECT NO.:
09-5999

SHEET 2 OF 3

REVISIONS:
LEASE AREA/ESMT - 07.22.09
ROAD RELOCATION - 10.12.09

C1.1

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

CSX Transportation
C/o CSC-Lawyers Incorporating Service Company
421 West Main Street
Frankfort, KY 40601

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located on Tunnel Hollow Road, Middlesboro, Kentucky 40965. A map showing the location is attached. The proposed facility will include a 145 foot monopole tower, plus related ground facilities.

This notice is being sent to you because the Bell County Property Valuation Administrator's records indicate that
proposed tower site OR is cont
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 2010-00082 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

Thomas & Jackie Epperson
P.O. Box 278
Middlesboro, KY 40965

Via Certified Mail Return Receipt Requested

Dear Landowner:

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This notice is being sent to you because the Bell 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 2010-00082 in any correspondence.

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

Middlesboro City Sewage Plant
P.O. Box 756
Middlesboro, KY 40965

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 on Tunnel Hollow Road, Middlesboro, Kentucky 40965. A map showing the location is attached. The proposed facility will include a 145 foot monopole tower, plus related ground facilities.

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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

Kenneth & Jane Vanbeber
361 South 13th Street
Middlesboro, KY 40965

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 on Tunnel Hollow Road, Middlesboro, Kentucky 40965. A map showing the location is attached. The proposed facility will include a 145 foot monopole tower, plus related ground facilities.

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Sincerely,

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

Enclosure

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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

R.O. Giles Enterprises, Inc.
503 Cherry Avenue
New Tazewell, IN 37825

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 on Tunnel Hollow Road, Middlesboro, Kentucky 40965. A map showing the location is attached. The proposed facility will include a 145 foot monopole tower, plus related ground facilities.

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Sincerely,

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

Enclosure

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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

Gillis Elliott & Joseph Timothy Elliott
788 Pine Hill Road
Tazewell, IN 37879

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 on Tunnel Hollow Road, Middlesboro, Kentucky 40965. A map showing the location is attached. The proposed facility will include a 145 foot monopole tower, plus related ground facilities.

This notice is being sent to you because the Bell 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 2010-00082 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

Garrett & Lucy Richards
C/o Mildred Riley
906 West 5th Street
Anderson, IN 46016

Via Certified Mail Return Receipt Requested

Dear Landowner:

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Notice of Proposed Construction
Wireless Telecommunications Facility

Michael J. & Berta L. O'Lear
C/o Mobile Gas Company
P.O. Box 671
Middlesboro, KY 40965

Via Certified Mail Return Receipt Requested

Dear Landowner:

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Counsel for New Cingular Wireless PCS, LLC

Enclosure

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todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction
Wireless Telecommunications Facility

Curtis Yeary
P.O. Box 1858
Middlesboro, KY 40965

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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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

Green Hills Properties, Inc.
P.O. Box 2580
Middlesboro, KY 40965

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 on Tunnel Hollow Road, Middlesboro, Kentucky 40965. A map showing the location is attached. The proposed facility will include a 145 foot monopole tower, plus related ground facilities.

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Sincerely,

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

Enclosure

BRIGGS LAW OFFICE, PSC

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

Tony G. & Angela Brooks
P.O. Box 2725
Middlesboro, KY 40965

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 on Tunnel Hollow Road, Middlesboro, Kentucky 40965. A map showing the location is attached. The proposed facility will include a 145 foot monopole tower, plus related ground facilities.

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The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2010-00082 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

James Casper Ausmus III and Jackie Ausmus
P.O. Box P
Middlesboro, KY 40965

Via Certified Mail Return Receipt Requested

Dear Landowner:

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The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2010-00082 in any correspondence.

Sincerely,

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

Enclosure

Exhibit K

BRIGGS LAW OFFICE, PSC

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

TODD R. BRIGGS
also admitted in Colorado

Via Certified Mail Return Receipt Requested

Honorable Albey Brock
Bell County Judge Executive
P.O. Box 339
Pineville, KY 40977

RE: Notice of Proposal to Construct Wireless Telecommunications Facility
Kentucky Public Service Commission--Case No. 2010-00082

Dear Judge Brock:

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 Tunnel Hollow Road, Middlesboro, Kentucky 40965. A map showing the location is attached. The proposed facility will include a 145 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.

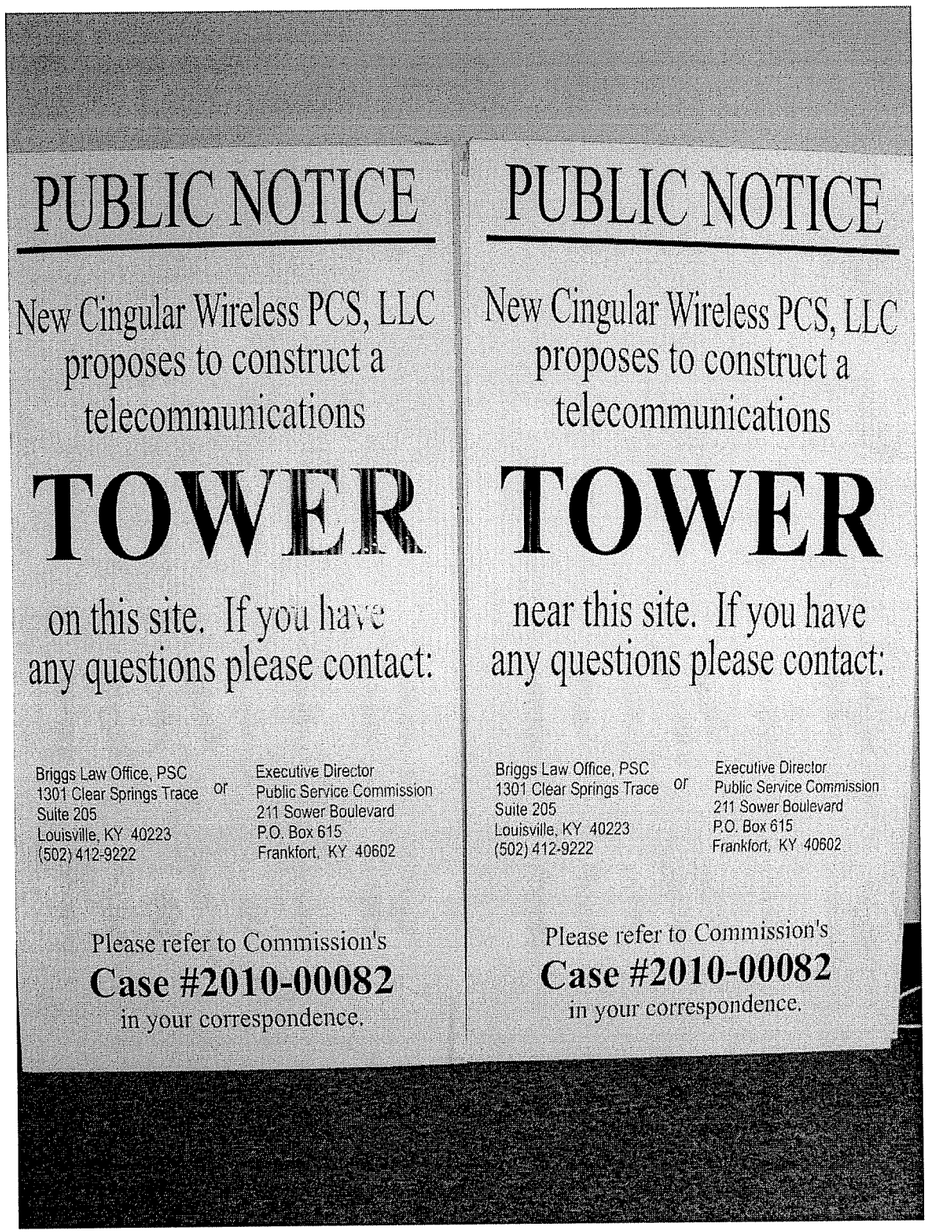
Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2010-00082 in any correspondence.

Sincerely,

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

Enclosure

Exhibit L



PUBLIC NOTICE

New Cingular Wireless PCS, LLC proposes to construct a telecommunications

TOWER

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

Briggs Law Office, PSC
1301 Clear Springs Trace
Suite 205
Louisville, KY 40223
(502) 412-9222

or

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

Please refer to Commission's
Case #2010-00082
in your correspondence.

PUBLIC NOTICE

New Cingular Wireless PCS, LLC proposes to construct a telecommunications

TOWER

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

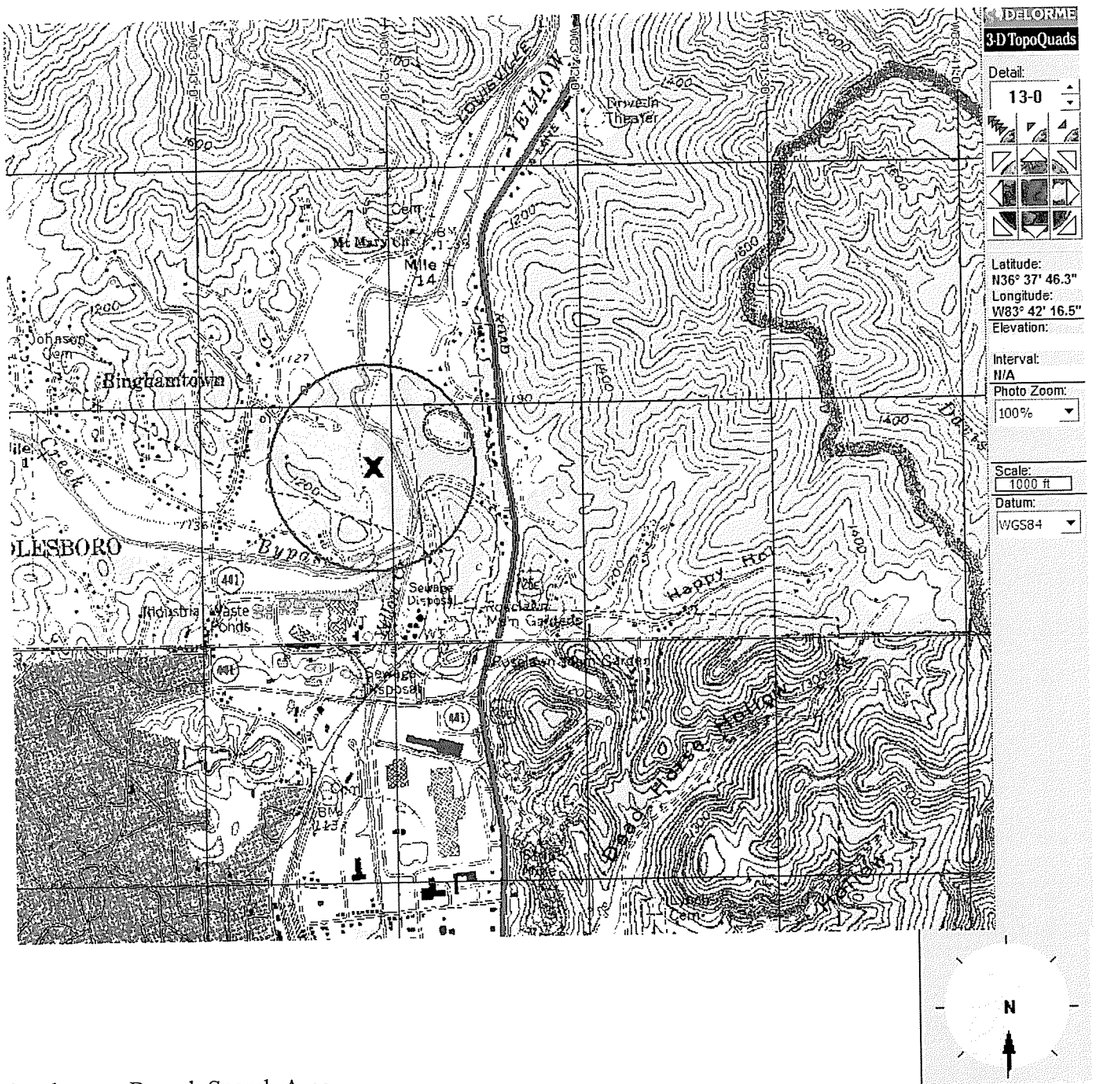
Briggs Law Office, PSC
1301 Clear Springs Trace
Suite 205
Louisville, KY 40223
(502) 412-9222

or

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

Please refer to Commission's
Case #2010-00082
in your correspondence.

Exhibit M



Stephenson Branch Search Area

Exhibit N

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

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

February 23, 2010

To Whom It May Concern:

Dear Sir or Madam:

This letter is to state that there is no more suitable location reasonably available from which adequate service can be provided in the area of the proposed Stephenson Branch site. There are no collocation opportunities available as there are no tall structures located within this site's search area.

Sherri A Lewis
RF Design Engineer

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

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

February 23, 2010

To Whom It May Concern:

Dear Sir or Madam:

This letter is to serve as documentation that the proposed AT&T site called Stephenson Branch, to be located in Bell County, KY at Latitude 36-37-49.81 North, Longitude 083-42-22.87 West, has been designed, and will be built and operated in accordance with all applicable FCC and FAA regulations.

Sherri A Lewis
RF Design Engineer

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

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

February 23, 2010

To Whom It May Concern:

Dear Sir or Madam:

This letter is to state the need of the proposed AT&T site called Stephenson Branch, to be located in Bell County, KY. The Stephenson Branch site is necessary to maintain the quality of service to our customers on the north side of Middlesboro. This site will provide additional capacity that cannot be added in another manner. Each cellular site has a limit on the amount of calls that can be handled by that site. As the usage on a site grows, additional radios are added to handle the increase in usage. Once the site reaches its limit on radios to carry the traffic in a quality manner, an additional site must be added to meet the demands of the customers. The sectors surrounding the proposed Stephenson Branch site will exhaust their ability to carry the cellular traffic in the near future.

AT&T uses a Voice Channel Forecast (VCF) to determine when a site will exceed its ability to carry the demand in its service area. The VCF takes into account the growth in the area and the quality of service.

The Stephenson Branch site will allow AT&T to continue to provide quality service in the Middlesboro area and along US Hwy 25 and SR 441. The site will provide the capacity demanded by our customers in a quality manner. Customers will experience improved reliability, better in-building coverage, and improved access to emergency 911 services.

Sherri A Lewis
RF Design Engineer