

CASE

NUMBER:

99-143

McBRAYER, MCGINNIS, LESLIE & KIRKLAND PLLC

163 WEST SHORT STREET

SUITE 300

LEXINGTON, KENTUCKY 40507-1361

606-231-8780

FACSIMILE 606-231-6518

REAL ESTATE FAX 606-255-9777

WWW.MMLK.COM

RECEIVED

AUG 20 1999

W. TERRY McBRAYER
JOHN R. MCGINNIS
PHILLIP BRUCE LESLIE *
WILLIAM D. KIRKLAND
J. D. ATKINSON, JR.
JAMES G. AMATO
GEORGE D. GREGORY **
BRENT L. CALDWELL
W. BRENT RICE
JAMES H. FRAZIER, III +
STEPHEN C. CAWOOD
LISA ENGLISH HINKLE
WILLIAM R. PALMER, JR.
BRUCE W. MACDONALD *
LUKE BENTLEY III
STEPHEN G. AMATO
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R. STEPHEN MCGINNIS ++
JON A. WOODALL
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MARGARET M. YOUNG
MELINDA G. WILSON
REBECCA L. BRIGGS
MARY ELIZABETH CUTTER
J. BRADFORD DERIFIELD ++
JARON P. BLANDFORD

* ALSO ADMITTED IN OHIO
** ALSO ADMITTED IN COLORADO
+ ALSO ADMITTED IN TEXAS & FLORIDA
++ ALSO ADMITTED IN WEST VIRGINIA

WATSON CLAY (1978) PUBLIC SERVICE
OSCAR SAMMONS (1978) COMMISSION

MAIN & HARRISON STREETS
P. O. BOX 280
GREENUP, KENTUCKY 41144-0280
606-473-7303
FACSIMILE 606-473-9003

300 STATE NATIONAL
BANK BUILDING
P. O. BOX 1100
FRANKFORT, KENTUCKY 40602-1100
502-223-1200
FACSIMILE 502-227-7385

DIRECTOR OF GOVERNMENTAL RELATIONS
MIKE HELTON
STATE NATIONAL BANK BUILDING
305 ANN STREET
SUITE 308
FRANKFORT, KENTUCKY 40601-2847
502-875-1176
FACSIMILE 502-226-6234

August 19, 1999

AUG 20 1999
GENERAL COUNSEL

Ms. Helen C. Helton, Executive Director
Public Service Commission
730 Schenkel Lane
Frankfort, KY 40602

RE: ACC of Kentucky, LLC - PSC Case No. 99-143
(Wolf Creek Dam Facility)

Dear Ms. Helton:

Pursuant to the Commission's Order dated July 9, 1999 in the above-referenced case I am enclosing herewith for filing final determinations of the Kentucky Airport Zoning Commission and the Federal Aviation Administration. Thank you for your attention to this matter

Sincerely,



W. Brent Rice
Counsel for ACC of Kentucky, LLC

WBR/dkw

Enclosures

KENTUCKY TRANSPORTATION CABINET, DIVISION OF AERONAUTICS, 125 HOLMES STREET, FRANKFORT, KY 40622 APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE - INSTRUCTIONS ON REVERSE SIDE OF FORM -	AERONAUTICAL STUDY NUMBER AS-027-K24-99-039
---	--

1. NATURE OF PROPOSAL <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;"> A. TYPE <input checked="" type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> ALTERATION </td> <td style="width:25%;"> B. CLASS <input checked="" type="checkbox"/> PERMANENT <input type="checkbox"/> TEMPORARY </td> <td style="width:50%;"> C. WORK SCHEDULE After FAA BEGIN <u>Approval</u> END <u>Within 6 Months</u> </td> </tr> </table>	A. TYPE <input checked="" type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> ALTERATION	B. CLASS <input checked="" type="checkbox"/> PERMANENT <input type="checkbox"/> TEMPORARY	C. WORK SCHEDULE After FAA BEGIN <u>Approval</u> END <u>Within 6 Months</u>	2. DESCRIPTION OF STRUCTURE This proposed cellular communications installation will operate in the 800.0 - 900.0 MHz band with 200.0 Watts ERP; 2.000 Ghz Microwave with 2 Watts ERP. Request approval of a dual obstruction lighting system for this tower, consisting of red lights for nighttime and medium intensity white obstruction lights for daytime and twilight. The proposed site is located 9,100' Northeast from the intersection of State Routes 734 and 1266 (chart attached). The ARP of SPRING CREEK is located 10.52 NM on a True Bearing of 189.02° from the site.
A. TYPE <input checked="" type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> ALTERATION	B. CLASS <input checked="" type="checkbox"/> PERMANENT <input type="checkbox"/> TEMPORARY	C. WORK SCHEDULE After FAA BEGIN <u>Approval</u> END <u>Within 6 Months</u>		

3A. APPLICANT - NAME, ADDRESS & TELEPHONE David Ginter ACC of Kentucky, LLC South Keeneland Dr. Richmond, KY 40475 (606) 544-5805 RECEIVED AERONAUTICS MAR 11 1999	
B. REPRESENTATIVE OF APPLICANT - NAME, ADDRESS & TELEPHONE William F. McPhaul Airspace Safety Analysis Corporation 1745 Phoenix Boulevard, Suite 120 Atlanta, Georgia 30349 (770) 994-1557	

4. LOCATION OF STRUCTURE County: <u>Clinton</u>			5. HEIGHT & ELEVATION	
A. GEOGRAPHIC COORDINATES (NEAREST SECOND)	B. NEAREST KY CITY <u>Albany</u>	C. NEAREST KY AIRPORT <u>SPRING CREEK</u>	A. SITE ELEVATION (ABOVE MEAN SEA LEVEL)	975'
LATITUDE <u>36° 48' 40.6'</u>	(1) DISTANCE TO 4B <u>6.5 SM</u>	(1) DISTANCE TO RUNWAY <u>10.35 NM</u>	B. HEIGHT OF STRUCTURE, INCLUDING APPURTENANCES AND LIGHTS (ABOVE GROUND LEVEL)	299'
LONGITUDE <u>085° 07' 46.9'</u>	(2) DIRECTION TO 4B <u>South</u>	(2) DIRECTION TO AIRPORT <u>189.47° True Bearing</u>	C. OVERALL HEIGHT (AMSL) (A+B)	1,274'

6. OBSTRUCTION MARKING & LIGHTING	YES	NO
A. MARKED FOR THE PROTECTION OF AIR NAVIGATION (FLAGS, SPHERES, ETC.)		<input checked="" type="checkbox"/>
B. OBSTRUCTION MARKED IN ACCORDANCE WITH 602KARS:100 (FAA AC 70/7460-1B)		<input checked="" type="checkbox"/>
C. OBSTRUCTION LIGHTED IN ACCORDANCE WITH 602KARS:100 (FAA AC 70/7460-1B)	<input checked="" type="checkbox"/>	

7. HAS "NOTICE OF CONSTRUCTION OR ALTERATION" (FORM 7460-1) BEEN FILED WITH THE FEDERAL AVIATION ADMINISTRATION? IF SO, WHEN?

8. 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.

BY David Ginter *David Ginter* DATE 3/11/99
 NAME (PRINTED), SIGNATURE & TITLE

PENALTIES. PERSONS FAILING TO COMPLY WITH KENTUCKY REVISED STATUTES AND KENTUCKY AIRPORT ZONING COMMISSION ADMINISTRATIVE REGULATIONS ARE LIABLE FOR FINES OR IMPRISONMENT AS SET FORTH IN KRS 183.990(3). NON-COMPLIANCE WITH FEDERAL AVIATION ADMINISTRATION REGULATIONS MAY RESULT IN FURTHER PENALTIES.

COMMISSION ACTION <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	CHAIRMAN, KAZC (OR) ADMINISTRATOR, KAZC <i>Ronald J. Blane</i> DATE <u>7/13/99</u>
--	--

22441

Federal Aviation Administration
Southern Region, ASO-520
P.O. Box 20636
Atlanta, GA 30320

AERONAUTICAL STUDY
No: 99-ASO-1072-OE

ISSUED DATE: 03/26/99

DAVID GINTER
ACC OF KENTUCKY, LLC
124 SOUTH KEENELAND DR.
RICHMOND, KY 40475

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

The Federal Aviation Administration has completed 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:

Description: NEW ANTENNA TOWER 800-900 MHZ/200 WATTS
Location: ALBANY KY - WOLFE CREEK DAM
Latitude: 36-48-40.60 NAD 83
Longitude: 085-07-46.90
Heights: 299 feet above ground level (AGL)
 1274 feet above mean sea level (AMSL)

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

-As a condition to this determination, the structure should be marked and/or lighted in accordance with FAA Advisory Circular 70/7460-1J, Obstruction Marking and Lighting, Chapters 4, 8(M-Dual), & 13.

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

1/19 At least 10 days prior to start of construction
(7460-2, Part I)

X Within 5 days after construction reaches its greatest height
(7460-2, Part II)

This determination expires on 09/26/00 unless:

- (a) extended, revised or terminated by the issuing office or
- (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 on 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.

-As a result of this structure being critical to flight safety, it is

required that the FAA be kept apprised as to the status of this project. Failure to respond to periodic FAA inquiries could invalidate this determination.

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

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

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

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

5581

If we can be of further assistance, please contact our office at 404-305-5614. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 99-ASO-1072-OE.

Mary Z. Mc Burney
Mary Z. Mc Burney
Specialist, Airspace Branch

(DNE)

7460-2 Attached

INDEX FOR CASE: 99-143

ACC OF KENTUCKY, LLC

Construct

CELL SITE - 2888 GRIDER HILL ROAD - CLINTON COUNTY

IN THE MATTER OF THE APPLICAITON OF ACC OF KENTUCKY LLC, A
DELAWARE LIMITED LIABILITY COMPANY FOR ISSUANCE OF A
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO CONSTRUCT
AN ADDITIONAL CELL FACILITY IN THE KENTUCKY RURAL SERVICE
AREA NO. 5 WHICH INCLUDES ADAIR, BARREN, CLINTON,
CUMBERLAND, HART, MCCREARY, METCALFE, MONROE, RUSSELL AND
WAYNE COUNTIES IN KENTUCKY
(THE WOLF CREEK DAM CELL FACILITY)

SEQ NBR	ENTRY DATE	REMARKS
M0001	04/14/99	BRENT RICE / ACC OF KENTUCKY LLC-NOTICE OF INTENT TO FILE A CELL SITE APPLICATION
0001	04/20/99	Application.
0002	04/21/99	Acknowledgement letter.
0003	04/28/99	No deficiency letter.
M0002	04/28/99	BRENT RICE ACC OF KY-RETURN RECEIPTS FOR CERTIFIED MAIL
M0003	04/28/99	EDDIE COOP-REQUEST FOR INFORMATION CONCERNING CELL FACILITY
0004	05/04/99	Response to Eddie Coop, may file to intervene.
0005	07/09/99	FINAL ORDER GRANTING CONSTRUCTION



COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION
730 SCHENKEL LANE
POST OFFICE BOX 615
FRANKFORT, KY. 40602
(502) 564-3940

CERTIFICATE OF SERVICE

RE: Case No. 99-143
ACC OF KENTUCKY, LLC

I, Stephanie Bell, Secretary of the Public Service Commission, hereby certify that the enclosed attested copy of the Commission's Order in the above case was served upon the following by U.S. Mail on July 9, 1999.

Parties of Record:

Lisa Jenrette
General Manager
ACC of Kentucky, LLC
301 Highland Park Drive
Richmond, KY. 40475

Honorable W. Brent Rice
Attorney at Law
McBrayer, McGinnis,
Leslie & Kirland PLLC
163 West Short Street
Suite 300
Lexington, KY. 40507 1361

Stephanie Bell

Secretary of the Commission

SB/sa
Enclosure

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF ACC OF KENTUCKY LLC, A DELAWARE)
LIMITED LIABILITY COMPANY FOR ISSUANCE OF A)
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY)
TO CONSTRUCT AN ADDITIONAL CELL FACILITY IN THE)
KENTUCKY RURAL SERVICE AREA NO. 5 WHICH INCLUDES) CASE NO.
ADAIR, BARREN, CLINTON, CUMBERLAND, HART,) 99-143
MCCREARY, METCALFE, MONROE, RUSSELL, AND WAYNE)
COUNTIES IN KENTUCKY)
(THE WOLF CREEK DAM CELL FACILITY))

O R D E R

On April 20, 1999, ACC of Kentucky LLC ("ACC of Kentucky") filed an application seeking a Certificate of Public Convenience and Necessity to build and operate a cellular radio telecommunications system for Rural Service Area No. 5 ("RSA No. 5"). RSA No. 5 includes Adair, Barren, Clinton, Cumberland, Hart, McCreary, Metcalfe, Monroe, Russell, and Wayne counties.

ACC of Kentucky has requested authorization to construct a cell site in Clinton County. The proposed cell site consists of a 280-foot or less self-supporting antenna tower to be located at 2888 Grider Hill Road in Albany, Clinton County, Kentucky ("the Wolf Creek Dam cell site"). The coordinates for the Wolf Creek Dam cell site are North Latitude 36° 48' 40.6" by West Longitude 85° 07' 46.9".

ACC of Kentucky has provided information regarding the structure of the tower, safety measures, and antenna design criteria for the Wolf Creek Dam cell site. Based upon the application, the design of the tower and foundation conforms to applicable nationally recognized building standards, and a Registered Professional Engineer has certified the plans.

Pursuant to 807 KAR 5:063, Section 1, ACC of Kentucky notified the Clinton County Judge/Executive of the pending construction. ACC of Kentucky has filed applications with the Federal Aviation Administration ("FAA") and the Kentucky Airport Zoning Commission ("KAZC") seeking approval for the construction and operation of the Wolf Creek Dam cell site. Both applications are pending.

ACC of Kentucky has filed notices verifying that each person who owns property within 500 feet of the Wolf Creek Dam cell site has been notified of the pending construction. The notice solicited any comments and informed the property owners of their right to intervene. In addition, notices were published in a newspaper of general circulation in Clinton County and were posted in a visible location on the proposed site and on the nearest public road. The posted notices remained posted for at least two weeks after ACC of Kentucky's application was filed. To date, no intervention requests have been received.

Pursuant to KRS 278.280, the Commission is required to determine proper practices to be observed when it finds, upon complaint or on its own motion, that the facilities of any utility subject to its jurisdiction are unreasonable, unsafe, improper, or insufficient. To assist the Commission in its efforts to comply with this mandate, ACC of Kentucky should notify the Commission if it does not use this antenna tower to provide

cellular radio telecommunications services in the manner set out in its application and this Order. Upon receipt of such notice, the Commission may, on its own motion, institute proceedings to consider the proper practices, including removal of the unused antenna tower, which should be observed by ACC of Kentucky.

The Commission, having considered the evidence of record and being otherwise sufficiently advised, finds that ACC of Kentucky should be granted a Certificate of Public Convenience and Necessity to construct and operate the Wolf Creek Dam cell site in RSA No. 5 under its previously approved tariff.

IT IS THEREFORE ORDERED that:

1. ACC of Kentucky is granted a Certificate of Public Convenience and Necessity to construct and operate the Wolf Creek Dam cell site.
2. ACC of Kentucky shall file a copy of the final decisions regarding the pending FAA and KAZC applications for this cell site construction within 10 days of receiving these decisions.
3. ACC of Kentucky shall immediately notify the Commission in writing, if, after the antenna tower is built and utility service is commenced, the tower is not used for a period of 3 months in the manner authorized by this Order.

Done at Frankfort, Kentucky, this 9th day of July, 1999.

By the Commission

ATTEST:


Executive Director



COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION
730 SCHENKEL LANE
POST OFFICE BOX 615
FRANKFORT, KENTUCKY 40602
www.psc.state.ky.us
(502) 564-3940
Fax (502) 564-3460

Ronald B. McCloud, Secretary
Public Protection and
Regulation Cabinet

Helen Helton
Executive Director
Public Service Commission

Paul E. Patton
Governor

May 4, 1999

Mr. Eddie Coop
Rt. 4, Box #648
Albany, KY 42602


Re: Case No. 99-143

Dear Mr. Coop:

The Commission is in receipt of your letter concerning the above application for approval to construct a cell facility. Enclosed is a copy of the application for the above-mentioned case. The Commission will carefully analyze this application before rendering its final decision. If you wish to intervene in this matter, you must notify the Commission in writing.

It may be helpful for you to know that authority, specifically that of the Public Service Commission, in this matter has been limited by federal law. For example, Section 704 of the federal Telecommunications Act of 1996 prohibits this Commission from regulating the placement of wireless facilities on the basis of environmental effects of radio frequency emissions to the extent the facilities comply with Federal Communications Commission regulations. Section 704 also prohibits a state or local government from prohibiting telecommunications facilities construction if such denial will have the effect of prohibiting service. In addition, this Commission is required by statute to ensure that utility service, including telecommunications service, is adequate and reliable. The Commission does, however, consider appropriate placement of necessary facilities within applicable engineering boundaries. It also pursues a policy of collocation of facilities whenever possible.

Thank you for your interest and concern in this matter.

Sincerely,

Stephanie Bell
Secretary of the Commission

sh
Enclosure



Present to KAS CHAP #61

I Request the following in format

Docket 99-143

EXACT LOCATION
HEIGHT OF TOWER
WHAT FREQ.
OWNERS OF CORP.

Eddie Coop 4-26-99
Eddie Coop
Rt-4 Box # 048
ALBANY KY 42002

RECEIVED
APR 28 1999
PUBLIC SERVICE
COMMISSION



COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION

730 SCHENKEL LANE
POST OFFICE BOX 615
FRANKFORT, KY. 40602
(502) 564-3940

April 28, 1999

Steve Lochmueller
Vice President
Central Kentucky Cellular
221 South Porter Drive
Richmond, KY. 40475

Honorable W. Brent Rice
Attorney at Law
McBrayer, McGinnis,
Leslie & Kirland PLLC
163 West Short Street
Suite 300
Lexington, KY. 40507 1361

RE: Case No. 99-143
CENTRAL KENTUCKY CELLULAR

The Commission staff has reviewed your application in the above case and finds that it meets the minimum filing requirements. Enclosed please find a stamped filed copy of the first page of your filing. This case has been docketed and will be processed as expeditiously as possible.

If you need further assistance, please contact my staff at 502/564-3940.

Sincerely,

A handwritten signature in cursive script that reads "Stephanie Bell".

Stephanie Bell
Secretary of the Commission

SB/sh
Enclosure

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED
APR 20 1999
PUBLIC SERVICE
COMMISSION

In the Matter of:

APPLICATION OF ACC OF KENTUCKY LLC, A)
DELAWARE LIMITED LIABILITY COMPANY FOR)
ISSUANCE OF A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY TO CONSTRUCT)
AN ADDITIONAL CELL FACILITY IN THE)
KENTUCKY RURAL SERVICE AREA NO. 5 WHICH)
INCLUDES ADAIR, BARREN, CLINTON,)
CUMBERLAND, HART, McCREARY, METCALFE,)
MONROE, RUSSELL AND WAYNE COUNTIES)
IN KENTUCKY)
(THE WOLF CREEK DAM CELL FACILITY))

FILED

APR 20 1999

PUBLIC SERVICE
COMMISSION

Case No. 99-143

APPLICATION

ACC of Kentucky LLC, a Delaware limited liability company ("ACC") applies for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility to serve the customers of its cellular radio telecommunications system in the Kentucky Rural Service Area No. 5 (the "Kentucky RSA No. 5"). In support of this Application, ACC, respectfully states that:

1. Its complete name, address and telephone number are: ACC of Kentucky LLC, c/o American Cellular Wireless, LLC, 1336 Basswood, Ste. F, Schaumburg, Illinois, (847)843-9081. The address and telephone number for the principal offices in Kentucky of ACC are: 124 South Keeneland Drive, Suite 1, Richmond, KY 40475 (606)544-2355. ACC does business under the name Cellular One.

2. ACC of Kentucky LLC is a Delaware limited liability company which is authorized to do business in the Commonwealth of Kentucky. An authenticated copy, issued by



COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION

730 SCHENKEL LANE
POST OFFICE BOX 615
FRANKFORT, KY. 40602
(502) 564-3940

April 21, 1999

Steve Lochmueller
Vice President
Central Kentucky Cellular
221 South Porter Drive
Richmond, KY. 40475

Honorable W. Brent Rice
Attorney at Law
McBrayer, McGinnis,
Leslie & Kirland PLLC
163 West Short Street
Suite 300
Lexington, KY. 40507 1361

RE: Case No. 99-143
CENTRAL KENTUCKY CELLULAR
(Construct) CELL SITE - 2888 GRIDER HILL ROAD - CLINTON COUNTY

This letter is to acknowledge receipt of initial application in the above case. The application was date-stamped received April 20, 1999 and has been assigned Case No. 99-143. In all future correspondence or filings in connection with this case, please reference the above case number.

If you need further assistance, please contact my staff at 502/564-3940.

Sincerely,

Stephanie J. Bell
Stephanie Bell
Secretary of the Commission

SB/jc

McBRAYER, MCGINNIS, LESLIE & KIRKLAND PLLC

163 WEST SHORT STREET

SUITE 300

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RECEIVED

APR 20 1999

**PUBLIC SERVICE
COMMISSION**

April 14, 1999

Ms. Helen C. Helton, Executive Director
Public Service Commission
730 Schenkel Lane
Frankfort, KY 40602

HAND DELIVERED

RE: Application of ACC of Kentucky LLC for Issuance of a Certificate of Public Convenience and Necessity to Construct an Additional Cell Facility in the Kentucky Rural Service Area No. 5 Which Includes Adair, Barren, Clinton, Cumberland, Hart, McCreary, Metcalfe, Monroe, Russell And Wayne Counties - Case No. 99-143 (Wolf Creek Dam Cell Facility)

Dear Ms. Helton:

Please be advised that the undersigned represents ACC of Kentucky LLC in regard to the above-referenced application which I am filing on its behalf today with the Commission.

Pursuant to KRS 278.020(1) you will find enclosed for filing the original and five copies of the application. Additionally, three (3) Site Surveys are submitted with the application. Any comments or questions in regard to the application should be forwarded to the undersigned.

Thank you for your assistance in this matter.

Sincerely,



W. Brent Rice
Counsel for ACC of Kentucky LLC

WBR/dkw
Enclosures

McBRAYER, MCGINNIS, LESLIE & KIRKLAND PLLC

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April 27, 1999

Ms. Helen C. Helton, Executive Director
Public Service Commission
730 Schenkel Lane
Frankfort, KY 40602

RE: ACC of Kentucky LLC - PSC Case No. 99-143
(The Wolf Creek Dam Facility)

RECEIVED
APR 28 1999
PUBLIC SERVICE
COMMISSION

Dear Ms. Helton:

Please find enclosed the originals and six copies each of return receipts for correspondence forwarded via certified mail, return receipt requested, to the Clinton County Judge and all property owners within 500' of the proposed facility referenced above. The following property owners have been notified:

Tony and Betty Sloan
Kentucky Highway 1266
Albany, KY 42602

United States Core of Engineers
Resource Manager
855 Boat Duck Road
Somerset, KY 42501-6016

Please file the enclosed with the Commission at your earliest convenience. Thank you for your attention to this matter.

Sincerely,



W. Brent Rice
Counsel for ACC of Kentucky LLC

WBR/dkw
Enclosures

Z 463 757 969

US Postal Service
Receipt for Certified Mail
No Insurance Coverage Provided.
Do not use for International Mail (See reverse)

Is your RETURN ADDRESS completed on the reverse side?

SENDER:
 Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
**Hon. Charlene King
Clinton County Judge
Public Square
Courthouse
Albany, KY 42602**

4a. Article Number
Z 463 757 969 (5007-43)

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
4-21-99

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)
X Jori Bell

PS Form 3811, December 1994 102595-98-B-0229 Domestic Return Receipt

Thank you for using Return Receipt Service.
PS Form 3800, April 1995

Sent to Hon. Charlene King	
Street & Number	
Post Office, State, & ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date 4/20/99 5007-43	

W. Bell

Is your RETURN ADDRESS completed on the reverse side?

SENDER:
 Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
**United States Core of Engineers
Resource Manager
855 Boat Duck Road
Somerset, KY 42501-6016**

4a. Article Number
Z 463 757 971 (5007-43)

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
4-21-99

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)
X Gary E. Davis

PS Form 3811, December 1994 102595-98-B-0229 Domestic Return Receipt

Thank you for using Return Receipt Service.
PS Form 3800, April 1995

Z 463 757 971
US Postal Service
Receipt for Certified Mail
No Insurance Coverage Provided.
Do not use for International Mail (See reverse)

Sent to United States Core of Engineers	
Street & Number	
Post Office, State, & ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date 4/20/99 5007-43	

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

**Tony and Betty Sloan
Kentucky 1266
Albany, KY 42602**

4a. Article Number

Z 463 757 970 (5007-43)

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

4-21-99

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

Sara Shredew

8. Addressee's Address (Only if requested and fee is paid)

Thank you for using Return Receipt Service.

PS Form 3811, December 1994

102595-98-B-0229

Domestic Return Receipt

Z 463 757 970

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to	
Tony and Betty Sloan	
Street & Number	
Post Office, State, & ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	
4/20/99 5007-43	

PS Form 3800, April 1995

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED
APR 20 1999
PUBLIC SERVICE
COMMISSION

In the Matter of:

APPLICATION OF ACC OF KENTUCKY LLC, A)
DELAWARE LIMITED LIABILITY COMPANY FOR)
ISSUANCE OF A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY TO CONSTRUCT)
AN ADDITIONAL CELL FACILITY IN THE)
KENTUCKY RURAL SERVICE AREA NO. 5 WHICH)
INCLUDES ADAIR, BARREN, CLINTON,)
CUMBERLAND, HART, McCREARY, METCALFE,)
MONROE, RUSSELL AND WAYNE COUNTIES)
IN KENTUCKY)
(THE WOLF CREEK DAM CELL FACILITY))

FILED

APR 20 1999

PUBLIC SERVICE
COMMISSION

Case No. 99-143

APPLICATION

ACC of Kentucky LLC, a Delaware limited liability company ("ACC") applies for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility to serve the customers of its cellular radio telecommunications system in the Kentucky Rural Service Area No. 5 (the "Kentucky RSA No. 5"). In support of this Application, ACC, respectfully states that:

1. Its complete name, address and telephone number are: ACC of Kentucky LLC, c/o American Cellular Wireless, LLC, 1336 Basswood, Ste. F, Schaumburg, Illinois, (847)843-9081. The address and telephone number for the principal offices in Kentucky of ACC are: 124 South Keeneland Drive, Suite 1, Richmond, KY 40475 (606)544-2355. ACC does business under the name Cellular One.

2. ACC of Kentucky LLC is a Delaware limited liability company which is authorized to do business in the Commonwealth of Kentucky. An authenticated copy, issued by

the office of the Secretary of State of Delaware, of the Certificate of Merger of Central Kentucky Cellular Corporation into Three Cellular Corporation and the Certificate of Merger of Three Cellular Corporation into ACC of Kentucky LLC, and the Commonwealth of Kentucky certified authorization to transact business are attached as Exhibit A along with the Commonwealth of Kentucky certified authorization to transact business.

3. ACC proposes to construct an additional cellular telephone communicating facility in Clinton County, Kentucky situated in the Kentucky Rural Service Area No. 5 (the "Cell Facility"). The Cell Facility will be comprised of a 280' self-supporting tower with attached antennas extending upwards for a total height of 299' and an equipment shelter. The equipment shelter will contain the transmitters and receivers required to connect the cell facility with cellular telephone users, which will link the Cell Facility with ACC's other cells. The Cell Facility will be fenced with a secured access gate. Three (3) Site Surveys are being submitted with this Application. A detailed description of the manner in which the Cell Facility will be constructed is included as the Site Detail Plan (scale: 1" = 40') on the Site Survey. A reduced copy of the Site Survey is attached as Exhibit B. The Site Survey is signed and sealed by Tim Thompson, a professional engineer registered in Kentucky and it depicts the proposed location of the tower and all easements and existing structures on the property on which the tower will be located. A vertical tower profile and its foundation, each signed and sealed by a professional engineer registered in Kentucky are attached as Exhibit C. The tower design plans include a description of the standard according to which the tower was designed.

4. A geotechnical investigation report performed by Fuller, Mossbarger, Scott & May Engineers, Inc. of Lexington, Kentucky, dated March, 1999 is attached as Exhibit D. The geotechnical investigation report is signed and sealed by Barry L. Bryant, a professional engineer

registered in Kentucky. The geotechnical investigation report includes boring logs, foundation design recommendations, and a finding as the proximity of the proposed site to flood hazard areas.

5. As noted on the Site Survey attached as Exhibit B, the surveyor has determined that the site is not within any FIA flood hazard area.

6. The possibility of a strong ground shaking has been considered in the design of this self-supporting tower. Formulas are given in codes for earthquake loading. The formulas are for lateral loads, and they take into account the seismic zone, ground motion and structure. The two most important components of the structure are its weight and shape. Applying all of the factors to the formula, the resultant earthquake load is less than the design wind load. Seismic loading has been considered in the design of this tower, although it is regarded as secondary to the wind loading.

Even if the tower would fall as result of an earthquake, it should not damage any occupied buildings. In the event of failure of the tower mast, all of the debris will most likely lie within a circle whose center is the tower base and whose radius is no more than 60% of the tower height.

7. Similarly, the possibility of a strong wind has been considered in the design of this tower. It has been designed and engineered by professional engineers using computer assistance and the same accepted codes and standards as are typically used for high-rise building construction. This tower has been designed in accordance with the Electronic Industries Association ("EIA") Standard RS-222E, which has been accepted and approved by ANSI and is a nationally recognized tower design standard. The ANSI/EIA standard utilizes a "stepped" wind loading in tower design. This means that a standardized wind speed (the "basic wind

speed") is applied to the tower structure at the 33-foot level and then is "increased" with increments of tower height. In this case, the design wind speed is 70 mph. Using the appropriate wind speed for each antenna level, the thrust of the antenna and its corresponding waveguide load are applied to the tower structure for maximum member loads.

8. Personnel directly responsible for the design and construction of the proposed tower are qualified and experienced. The soil testing and part of the foundation design was performed by Fuller, Mossbarger, Scott & May Engineers, Inc. of Lexington, Kentucky, under the supervision of W. Evan Mossbarger, a registered professional engineer in the Commonwealth of Kentucky. His specialty is geotechnical engineering which includes sub-surface exploration and foundation design. He has served as project and principal engineer on various projects similar to the applicant's. These projects include construction, tower crane foundations, and nexrad doppler radar towers, other mobile telephone towers and elevated water towers. Foundation types for these towers have included drilled piers, auger-cast piles, driven piles and spread footings. Design of the tower and foundation was performed by Central Tower, Inc. of Newburgh, Indiana, which designs, manufactures and installs such communications towers, monopoles and antenna systems that mount to them. Founded in 1985, Central Tower, Inc. has designed and installed worldwide hundreds of towers in all climates. This tower was designed by Chi S. Lee, who additionally certified the design. Mr. Lee is a registered engineer in the Commonwealth of Kentucky. The applicant uses qualified installation crews and site inspectors for construction of its towers.

9. The public convenience and necessity require the construction of this additional Cell Facility. The additional Cell Facility is essential to improve service to ACC's current customers in that transmission and reception "weak spots" within the area to be covered by the

Cell Facility will be substantially reduced. The Cell Facility will also increase the system's capacity to meet the increasing demands for cellular service in the Kentucky Rural Service Area No. 5.

The process that was used in selecting the site for the proposed Cell Facility by the applicant's radio frequency engineers was consistent with the process used for selecting generally all other existing cell facilities within the Kentucky Rural Service Area No. 5. The engineers used computer programs to locate cell sites that will enable the cell facilities to serve the Federal Communications Commission certificated territory without extending beyond its approved boundary and to meet other mandates of the Commission. The engineers select the optimum site in terms of elevation and location to provide the best quality service to customers in the service area.

It is imperative that the proposed Cell Facility be constructed to allow ACC to meet its licensing requirements as mandated by the Federal Communications Commission and to further meet the increasing demands for cellular service in the Kentucky Rural Service Area No. 5.

10. The Cell Facility will serve an area totally within ACC's current service area in the Kentucky Rural Service Area No. 5.

11. Since the proposed Cell Facility will serve only the Kentucky Rural Service Area No. 5, no further approvals by the Federal Communications Commission ("FCC") are required. See 47 C.F.R. §24.11(b), "[b]lanket licenses are granted for each market and frequency block. Applications for individual sites are not required and will not be accepted."

12. An application to the Federal Aviation Administration ("FAA") was filed on March 11, 1999, a copy of which is attached as Exhibit E. Upon receiving a determination from the FAA, the applicant will forward a copy of such determination as a supplement to this

Application. An application to the Kentucky Airport Zoning Commission ("KAZC") was filed on March 11, 1999, a copy of which is attached as Exhibit F. Upon receiving a determination from KAZC, the applicant will forward a copy of such determination as a supplement to this application.

13. Approval of the local planning unit is not necessary for the location of the Cell Facility by virtue of KRS 100.324 Section 2(1). Clinton County does not have a planning unit that has adopted planning and zoning regulations in accordance with KRS Chapter 100 and therefore there has been no official registration by a planning unit with the Public Service Commission. ACC has notified the Clinton County Judge, by certified mail, return receipt requested, of the proposed construction. ACC included in said notice the Commission docket number under which the application will be processed and informed said person of his right to request intervention. A copy of said notice is attached as Exhibit G.

14. The Cell Facility will be located at 2888 Grider Hill Road (rear), Albany, Clinton County, Kentucky. Appropriate notices 2' X 4' with the word "TOWER" in letters at least four inches high, have been posted in a visible location on the proposed site and on the nearest public road and shall remain posted for at least two (2) weeks after the Application is filed. The location of the proposed facility has been published in a newspaper of general circulation in Clinton County, Kentucky. The Cell Facility's coordinates are: Latitude: 36° 48' 40.6"; Longitude: 85° 07' 46.9".

15. Clear directions to the proposed site are set forth on the Site Survey submitted with this Application. The telephone number of the person preparing the directions to the proposed site is 606-873-5252. A Project Area, drawn to a scale no less than one (1) inch equals

200' that identifies every structure and every owner of real estate within 500' of the proposed tower is included on the Site Survey.

16. ACC has notified every person who owns property within 500' of the proposed tower by certified mail, return receipt requested, of the proposed construction. ACC included in said notice the Commission 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 so notified follows and copies of the certified letters sent to the referenced property owners are attached as Exhibit H. Copies of the return receipts will be filed with the Commission when received. The property owners notified and their addresses are:

Tony and Betty Sloan
Kentucky Highway 1266
Albany, KY 42602

United States Core of Engineers
Resource Manager
855 Boat Duck Road
Somerset, KY 42501-6016

17. The Project Area as depicted on the Site Survey, in which the proposed facility is not in a zoned area. It is a rural area. The nearest residence is over 900' from the proposed facility.

18. ACC has considered the likely effects of the installation on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate service can be provided. ACC attempted to co-locate on existing towers or structures. There are no existing towers or structures in the area.

19. The site for the Cell Facility is to be leased from Tony and Betty Sloan. A copy of the Option and Site Lease Agreement is attached as Exhibit I.

20. The names of all public utilities, corporations, or persons with whom the proposed new construction is likely to compete is Bluegrass Cellular.

21. The estimated cost of construction of the Cell Facility (as described in paragraph 3 supra) is \$350,000, and the cost of operating the Cell Facility for one year is estimated at \$15,000.

22. ACC plans to finance the construction of the Cell Facility through the use of working capital. If sufficient funds are not available from this source, the company will obtain funds through short-term loans payable within two years.

23. Any customer complaints may be reported by dialing 611 on the customer's cellular phone, or by dialing 800-695-2835, which is a toll-free number provided to all of the Applicant's customers.

WHEREFORE, ACC requests that the Commission, pursuant to KRS 278.020, grant a Certificate of Public Convenience and Necessity to ACC for construction and operation of the proposed Cell Facility and providing for such other relief as is necessary and appropriate.

Respectfully submitted,



W. Brent Rice
MCBRAYER, MCGINNIS, LESLIE &
KIRKLAND
163 West Short Street, Suite 300
Lexington, KY 40507-1361
Phone: 606/231-8780

COUNSEL FOR ACC OF KENTUCKY LLC

wbr\acc\wolf creek dam\psc app

LIST OF EXHIBITS

- Exhibit A Certificate of Merger of Central Kentucky Cellular Corporation into Three Cellular Corporation and the Certificate of Merger of Three Cellular Corporation into ACC of Kentucky LLC
- Exhibit B Reduced Site Survey
- Exhibit C Tower and Foundation Profile
- Exhibit D Report of Geotechnical Exploration
- Exhibit E FAA Application
- Exhibit F KAZC Application
- Exhibit G Correspondence to Clinton County Judge Executive
- Exhibit H Notice to Adjoining Property Owners
- Exhibit I Real Estate Lease Agreement

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"CENTRAL KENTUCKY CELLULAR CORPORATION", A ALABAMA CORPORATION,

WITH AND INTO "THREE CELLULAR CORPORATION" UNDER THE NAME OF "THREE CELLULAR CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF DECEMBER, A.D. 1998, AT 9 O'CLOCK A.M.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

2722616 8100M

991139035

AUTHENTICATION: 9678095

DATE: 04-09-99

CERTIFICATE OF MERGER
OF
CENTRAL KENTUCKY CELLULAR CORPORATION
INTO
THREE CELLULAR CORPORATION

(Under Section 252 of the General
Corporation Law of the State of Delaware)

The undersigned corporation organized and existing under and
by virtue of the General Corporation Law of the State of Delaware,
8 Del. C. § 101, et seq. (the "GCL"),

DOES HEREBY CERTIFY:

FIRST: The name and jurisdiction of formation or
organization of each of the constituent corporations (collectively,
the "Constituent Corporations") which is to merge are as follows:

<u>Name</u>	<u>Jurisdiction of Formation or Organization</u>
Central Kentucky Cellular Corporation	Alabama
Three Cellular Corporation	Delaware

SECOND: An Agreement and Plan of Merger has been approved,
adopted, certified, executed and acknowledged by each of the
Constituent Corporations in accordance with Section 252(c) of the GCL.

THIRD: The name of the surviving corporation is Three
Cellular Corporation.

FOURTH: The Certificate of Incorporation of Three Cellular
Corporation, as now in force and effect, shall continue to be the
Certificate of Incorporation of said surviving corporation.

FIFTH: The executed Agreement and Plan of Merger is on file
at the principal place of business of the surviving corporation. The
address of the principal place of business of the surviving
corporation is 221 South Porter Drive, Richmond, Kentucky 40475.

SIXTH: A copy of the Agreement and Plan of Merger will be
furnished by the surviving corporation, on request and without cost,
to any stockholder of the Constituent Corporations.

SEVENTH: The authorized capital stock of Central Kentucky
Cellular Corporation, an Alabama corporation, consists of 1,000 shares
of common stock at \$1.00 par value.

Executed on this 31st day of December, 1998.

THREE CELLULAR CORPORATION

By:


Name: John Fujii
Title: Chief Executive Officer

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"THREE CELLULAR CORPORATION", A DELAWARE CORPORATION,
WITH AND INTO "ACC OF KENTUCKY LLC" UNDER THE NAME OF "ACC OF KENTUCKY LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF DECEMBER, A.D. 1998, AT 9:01 O'CLOCK A.M.



A handwritten signature in cursive script, appearing to read "Edward J. Freel".

Edward J. Freel, Secretary of State

2983294 8100M

991139047

AUTHENTICATION: 9678103

DATE: 04-09-99

CERTIFICATE OF MERGER
OF
THREE CELLULAR CORPORATION
INTO
ACC OF KENTUCKY LLC

The undersigned limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, 6 Del. C. § 18-101, et seq. (the "Act"),

DOES HEREBY CERTIFY:

FIRST: The name and jurisdiction of formation or organization of each of the constituent entities which is to merge are as follows:

<u>Name</u>	<u>Jurisdiction of Formation or Organization</u>
Three Cellular Corporation	Delaware
ACC of Kentucky LLC	Delaware

SECOND: An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with Section 264 and Section 228 of the General Corporation Law of the State of Delaware and in accordance with Section 18-209 of the Act.

THIRD: The name of the surviving entity is ACC of Kentucky LLC which will continue in existence as said surviving entity under its present name upon the effective date of the merger.

FOURTH: The Certificate of Formation of ACC of Kentucky LLC, the surviving entity, shall continue to be the Certificate of Formation of said surviving entity.

FIFTH: The merger of Three Cellular Corporation into ACC of Kentucky LLC shall be effective on December 31, 1998 at 11:59 p.m., Eastern Standard Time.

SIXTH: The executed Agreement and Plan of Merger is on file at the principal place of business of the surviving entity. The address of the principal place of business of the surviving entity is 221 South Porter Drive, Richmond, Kentucky 40475.

SEVENTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving entity, on request and without cost, to any member or person holding an interest in Three Cellular Corporation or ACC of Kentucky LLC.

Executed on this 31st day of December, 1998.

ACC OF KENTUCKY LLC

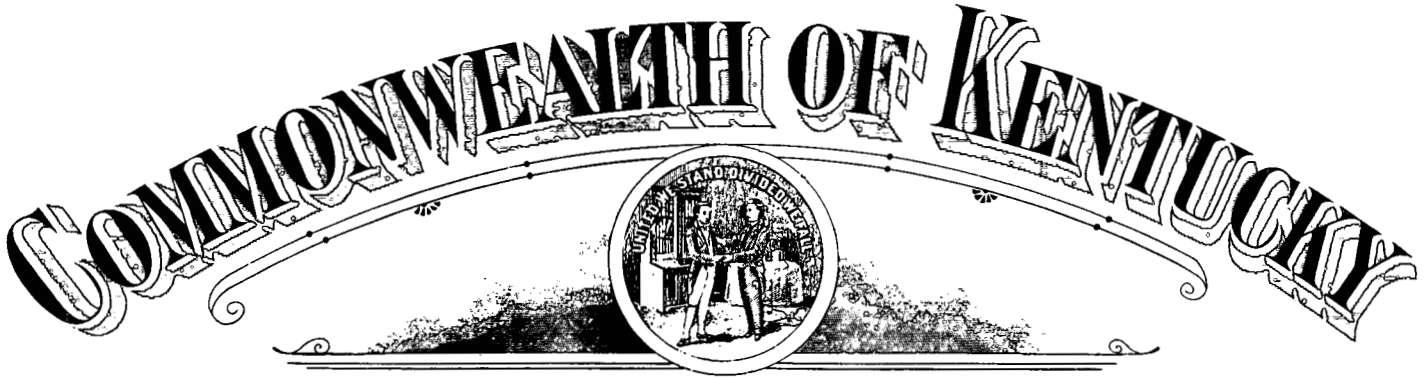
By:

Name:

Title:


John Fujii
Chief Executive Officer

IN THE NAME AND BY THE AUTHORITY OF THE



JOHN Y. BROWN III
SECRETARY OF STATE

CERTIFICATE

I, **JOHN Y. BROWN III**, Secretary of State for the Commonwealth of Kentucky, do certify that the foregoing writing has been carefully compared by me with the original record thereof, now in my official custody as Secretary of State and remaining on file in my office, and found to be a true and correct copy of **CERTIFICATE OF AUTHORITY OF**
ACC OF KENTUCKY LLC FILED JANUARY 5, 1999.

COMMONWEALTH OF KENTUCKY
JOHN Y. BROWN III
SECRETARY OF STATE



RECEIVED & FILED

Jan 5 2 47 PM '99

0467274

Charles Gray

APPLICATION FOR CERTIFICATE OF AUTHORITY

Pursuant to the provisions of KRS Chapter 275, the undersigned hereby applies for authority to transact business in Kentucky on behalf of the limited liability company named below and for that purpose submits the following statements:

1. The company is a limited liability company (LLC)
 a professional limited liability company (PLLC).

2. The name of the limited liability company is
ACC of Kentucky LLC

3. The name of the limited liability company to be used in Kentucky is N/A

4. Delaware is the state or country of organization

5. 12/31/98 is the date of organization and, if the limited liability company has a specific date of dissolution, the latest date upon which the limited liability company is to dissolve is None

6. The street address of the office required to be maintained in the state of formation or, if not so required, the principal office address is

9 East Lookerman Street, Dover, Delaware 19901

7. The names and usual business addresses of the current managers, if any, are as follows:

Keith Mathews 1375 East Woodfield Road, Suite 700, Schaumburg, IL 60173

8. The street address of the registered office in Kentucky is

400 W. Market Street, Suite 1800, Louisville, Kentucky 40202

and the name of the registered agent at that office is National Registered Agents, Inc.

9. This application will be effective upon filing, unless a delayed effective date and/or time is specified:

None

I certify that, as of the date of filing this application, the above-named limited liability company validly exists as a limited liability company under the laws of the jurisdiction of its formation.

[Signature]
Date December 31, 1998

National Registered Agents, Inc. consent to serve as the registered agent on behalf of the limited liability company

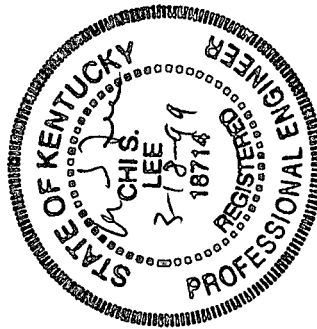
[Signature]
Signature of Registered Agent
DELETA TALICENTO - ASST
SECY

MEMBER CHART

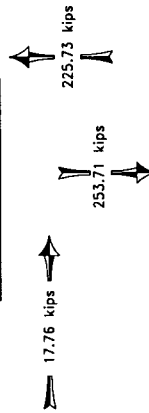
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				DIAGONALS	HORIZONTALS	
A	0' - 20'	20' - 18.5'	3-3/4	L 3-1/2 x 3-1/2 x 1/4	N/A	4800
B	20' - 40'	18.5' - 17'	3-3/4	L 3 x 3 x 3/16	N/A	3950
C	40' - 60'	17' - 15.5'	3-1/2	L 3 x 3 x 3/16	N/A	3575
D	60' - 80'	15.5' - 14'	3-1/2	L 2-1/2 x 2-1/2 x 3/16	N/A	3300
E	80' - 100'	14' - 12.5'	3-1/4	L 2-1/2 x 2-1/2 x 3/16	N/A	2925
F	100' - 120'	12.5' - 11'	3-1/4	L 2-1/2 x 2-1/2 x 3/16	N/A	2850
G	120' - 140'	11' - 9.5'	3-1/4	L 2 x 2 x 3/16	N/A	2650
H	140' - 160'	9.5' - 8'	3	L 1-3/4 x 1-3/4 x 1/4	N/A	2400
I	160' - 180'	8' - 6.5'	3	L 1-3/4 x 1-3/4 x 3/16	N/A	2225
J	180' - 200'	6.5' - 5'	2-3/4	L 1-3/4 x 1-3/4 x 3/16	N/A	1925
K	200' - 220'	5' - 4'	2-1/4	L 1-3/4 x 1-3/4 x 3/16	7/8 S.R.	1425
L	220' - 240'	4' - 3'	2	7/8 S.R.	7/8 S.R.	1175
M	240' - 260'	3'	1-3/4	3/4 S.R.	3/4 S.R.	900
N	260' - 280'	3'	1-3/4	3/4 S.R.	3/4 S.R.	900

ANTENNA INFORMATION

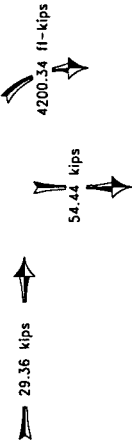
ANTENNA	ELEVATION	LINE
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(2) 8' DISH	240'	EW52
(2) 8' DISH	200'	EW52
(2) 8' DISH	160'	EW52
(3) 740-198 OMNIS	150'	1-5/8
(3) 740-218 OMNIS	150'	1-5/8
(2) 8' DISH	100'	EW52



MAX INDIVIDUAL LEG LOADS

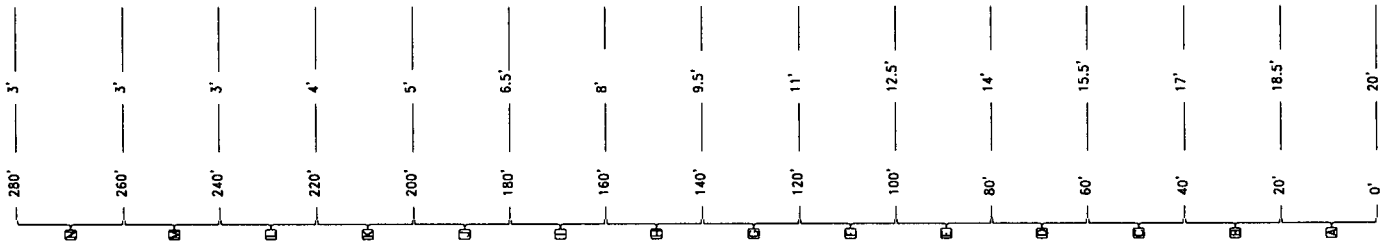


MAX TOTAL FOUNDATION LOAD



DESIGN & DRAWING NOTES:

- SOME DETAIL HAS BEEN OMITTED FOR CLARITY OF ILLUSTRATION.
- TOWER STRUCTURE IS DESIGNED IN ACCORDANCE WITH ANSI/EIA-222-F STANDARDS FOR A BASIC WIND SPEED OF 70 MPH WITH 1/2" ICE.
- STEP BOLTS ARE PROVIDED.
- T-MOUNTS ARE PROVIDED.
- ALL LEG MATERIAL IS ASTM A-529 MODIFIED (Fy = 50 ksi).
- ALL OTHER MATERIAL IS ASTM A36 (Fy = 36 ksi).
- SECTIONS A - J ARE 3-BAY X-BRACED (74" BAYS)
SECTIONS K - N ARE 6-BAY X-BRACED (38-1/2" BAYS)
- (6) 1-1/8" # ASTM A449 ANCHOR BOLTS REQUIRED PER LEG.



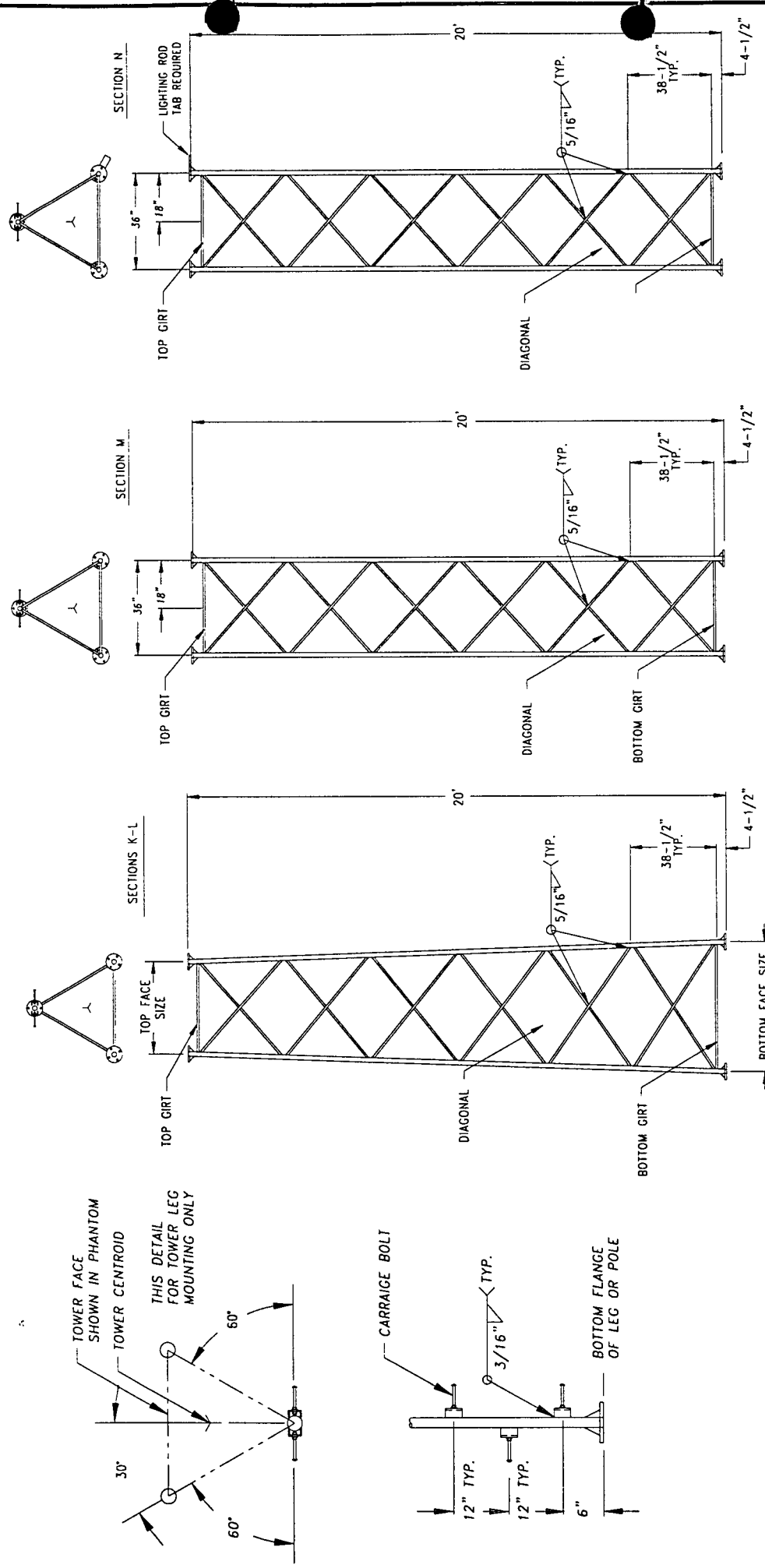
OTHER ID. # B1293R1
 TOWER STOCK # AM - S - 280 - 070 - 51 - B - 99
CENTRAL TOWER, INC.
 2855 HWY. 261 NEWBURGH, INDIANA 47630 (812) 853-0595

Complete Manufacturer Of Communication Towers

REVISIONS BY: Elevation View & Member Information

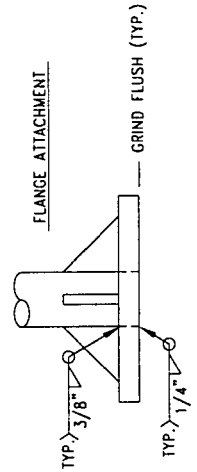
DESIGNED BY: C.C. DRAWN BY: A.J.H.
 SITE: Wolf Creek, KY. FOR: AMERICAN CELLULAR
 PROJECT: SS-440
 DATE: 3-12-99 SCALE: NO
 DISK NO: SS#202 NAME: SS-440-1
 DRAWING NO: SS-440-1

SECT. ELEV. FACE SIZE



NOTES:
 1) SEE DRAWING SS-440-1 FOR LEG & INNER MEMBER SIZES

OTHER ID. TOWER STOCK # AM - S - 280 - 070 - 51 - 8 - 99	PROJECT NO. SS-440
BID # 81293R1	APP. BY: [Signature]
Complete Manufacturer Of Communication Towers	DRAWN BY: A.J.H.
REVISIONS	SCALE: NO
BY	DISK NO: SS#202
TITLE: WELDED SECTION DETAILS	
SITE: Wolf Creek, KY. FOR: American Cellular	
DESIGNED BY: R.E.H.	
DATE: 3-12-99	
DRAWING NO: SS-440-2	
DISK NO: SS#202	

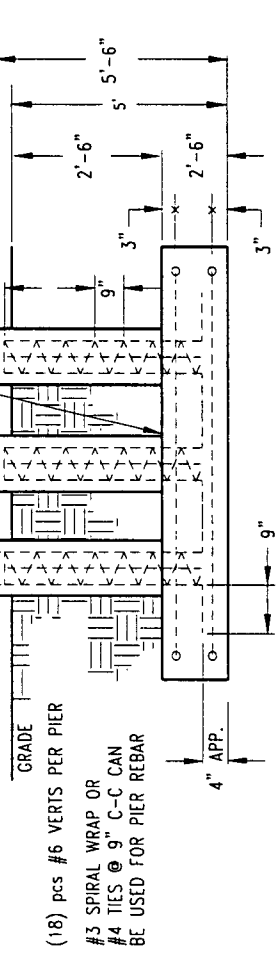
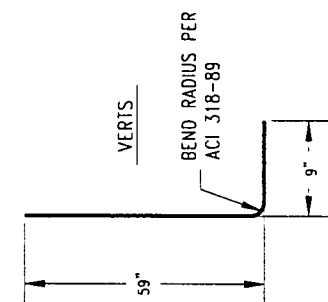
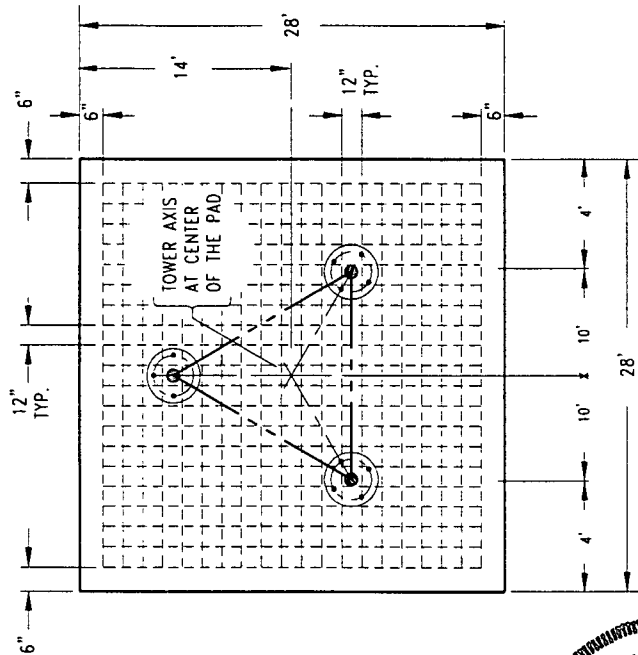


FLANGE ATTACHMENT

TYP. 3/8"

TYP. 1/4"

GRIND FLUSH (TYP.)



PAD

REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
#9 GRADE 60	27'	112	3024'

PIER (verts) (Total for 3 Piers)

REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
#6 GRADE 60	5'-8"	54	306'

PIER (ties) (Total for 3 Piers)

REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
#4 GRADE 60	30" ϕ	24	189'

NOTES:

- DESIGNED TO CONFORM WITH CURRENT ANSI/EIA-222-F STANDARDS UTILIZING SOIL REPORT PROVIDED BY TRIAD ENGINEERING, INC. ON 2-26-98, PROJECT NO. 99027A.
- CONCRETE STRENGTH TO EQUAL 3000 psi AT 28 DAYS.
- NON-CHLORIDE, NON-CORROSIVE CONCRETE SET ACCELERATE MAY BE UTILIZED IN COMPLIANCE WITH ASTM-C-494 TYPE C AND ACI-318.
- WATER REDUCING ADMIXTURE MAY BE UTILIZED IN COMPLIANCE WITH ASTM-C-494.
- ALL ADMIXTURES SHOULD BE DISPENSED INTO FRESH CONCRETE AND SUFFICIENTLY MIXED. ALL ADMIXTURES MUST BE ADDED SEPARATELY.
- MINIMUM CONCRETE COVER OF 3" ON ALL STEEL.
- CROWN TOP OF PIERS FOR DRAINAGE AND CHAMFER ALL EXPOSED CONCRETE EDGES 1".
- SUBCONTRACTORS PHOTOGRAPH WITH SCALE REFERENCE CAISSON REBAR STRUCTURE PRIOR TO POURING CONCRETE, AFTER POURING CONCRETE BUT PRIOR TO BACKFILL, AND AFTER BACKFILL. PROVIDE A COPY OF PHOTOGRAPHS TO CENTRAL TOWER INC.
- SUBCONTRACTORS PROVIDE CENTRAL TOWER INC. WITH COPIES OF CONCRETE AND REBAR RECEIPTS SHOWING TYPE & QUANTITY PURCHASED.
- COMPACT BACKFILL IN 9" LIFTS. REMOVE ALL FORMS PRIOR TO BACKFILL

APPROXIMATE CONCRETE REQ'D = 75 yd³

	Complete Manufacturer Of Communication Towers	TITLE: BASE FOUNDATION DESIGN	2855 HWY. 261 NEWBURGH, INDIANA 47630 (812) 863-0985
	REVISIONS BY	SITE: Wolf Creek, KY. DESIGNED BY: C.C. DRAWN BY: A.J.H. DATE: 3-17-99 SCALE: NO DISK NO: SS#202 NAME: SS-440-3	PROJ. NO: SS-440 APP. BY: <i>[Signature]</i> DRAWING NO:



d

Fuller
Mossbarger
Scott &
May



E N G I N E E R S

Report of Geotechnical
Exploration

Wolf Creek Dam
Cellular Tower
Clinton County, Kentucky

Prepared for
American Cellular Wireless
Richmond, Kentucky

March, 1999

1409

North Forbes Road
Lexington, Kentucky
40511-2050

606-233-0574

606-254-4800 FAX



1409
North Forbes Road
Lexington, Kentucky
40511-2050

606-233-0574
606-254-4800 FAX

March 16, 1999

O.1.1.99036R01

Mr. Richie Pennington
American Cellular Wireless
124 South Keeneland Drive
Richmond, Kentucky 40475

Re: Report of Geotechnical Exploration
Wolf Creek Dam Cellular Tower
Clinton County, Kentucky

Dear Mr. Pennington:

Fuller, Mossbarger, Scott and May Engineers, Inc. (FMSM) has completed a geotechnical exploration for the above referenced site. The attached report provides a summary of the exploration, conclusions regarding subsurface conditions, and geotechnical engineering recommendations for use in design of the project.

We appreciate the opportunity to provide these geotechnical services. If you have any questions, please call.

Very truly yours,

FULLER, MOSSBARGER, SCOTT AND MAY
ENGINEERS, INC.

Barry L. Bryant, P.E.
Project Engineer

Jeffrey A. Hay, P.E.
Project Manager

/rws

c: Troy Meyer, Central Tower

Report of Geotechnical Exploration Wolf Creek Dam Cellular Tower Clinton County, Kentucky

1. General Site Description

The Wolf Creek Dam tower site is located on the north side of KY 1266, approximately two miles east of the intersection of KY 1266 and KY 734, in north-central Clinton County, Kentucky. More specifically, the site is depicted on the Wolf Creek Dam, Kentucky, USGS 7½-Minute Topographic Quadrangle at approximate geodetic coordinates of 36°48'41" north latitude and 85°07'47" west longitude, as shown in Figure 1.

The site is situated on a hilltop which was grass covered and contained some saplings at the time of the exploration. Wooded areas with mature trees are present along the perimeter of the hilltop. Topography within the vicinity of the tower is relatively flat and slopes gently toward the southwest. The ground surface at the tower center is at approximate elevation 974.9 feet.

2. Site Geology

Available geologic mapping (Geologic Map of the Wolf Creek Dam Quadrangle, Kentucky, USGS, 1962) shows the site to be underlain by the St. Louis and Warsaw Limestones representative of the Upper Mississippian geologic period. The St. Louis Limestone (upper unit) consists predominately of limestone and is described as medium to dark gray, mostly sublithographic, in-part fine to coarse grained, and interbedded with minor amounts of argillaceous limestone and arenaceous siltstone. The soil above this limestone commonly contains large amounts of white to light brown chert. The base of this formation is depicted on the USGS geologic mapping at approximate elevation 960 feet.

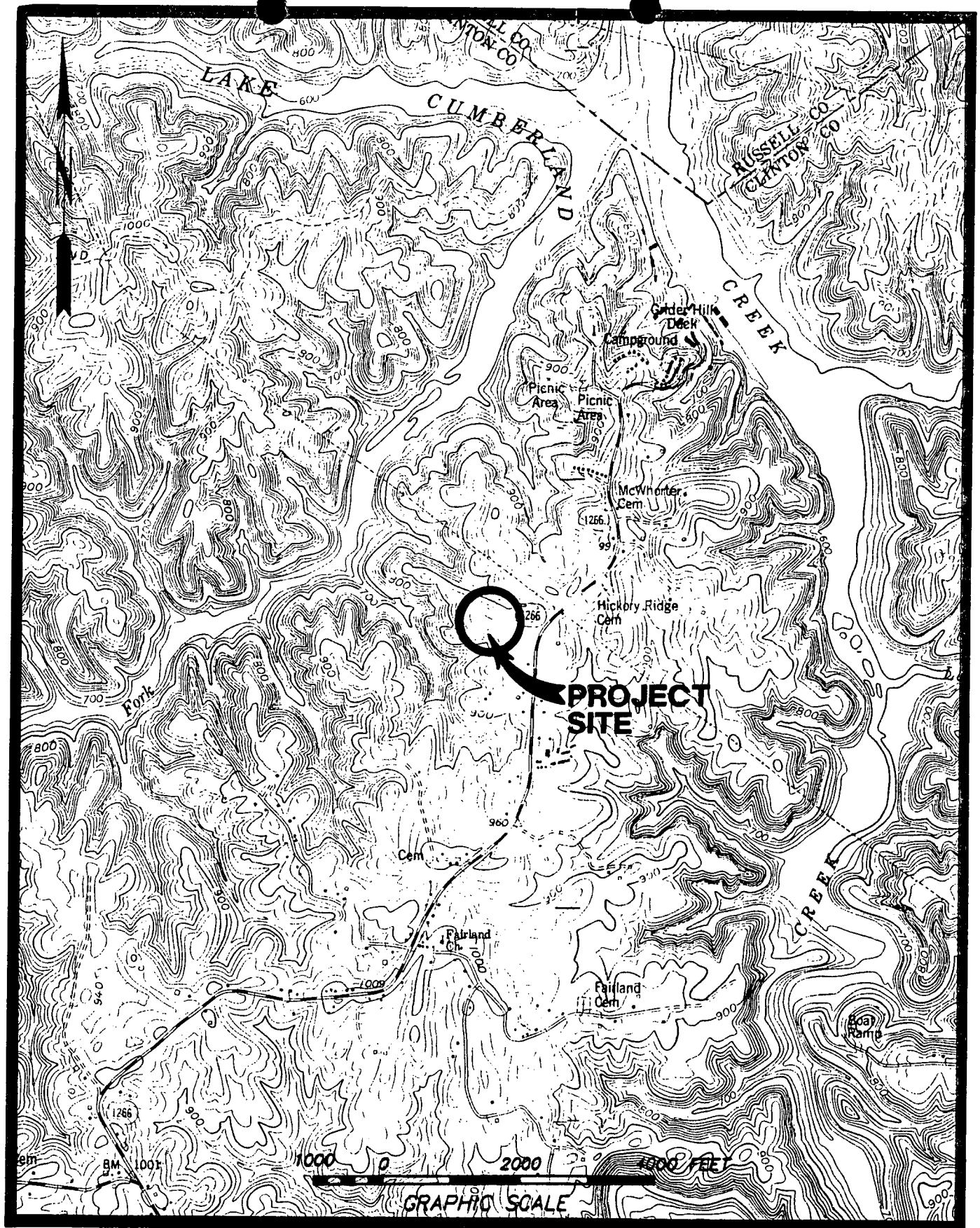
The Warsaw Limestone consists of limestone and is described as medium to dark gray, coarsely crystalline grained, arenaceous, argillaceous, fossiliferous and crossbedded. This formation weathers to form a soil described as light red to brown in color with large quantities of quartz grains, fossil fragments and chert.

Structure contours drawn on the top of the Chattanooga Shale indicate the rock strata to be relatively flat in the region of the site. No faults or other geologic features of significant seismic concern are shown in the immediate vicinity of the site.

3. Scope of Work Performed

One boring was drilled during the geotechnical exploration, designated herein as Boring 1. Boring 1 was advanced at the center of the proposed tower site which was located by Tim Thompson, P.E., L.S., of Versailles, Kentucky prior to the exploration. All drilling operations were supervised by a geotechnical engineer.

The boring was drilled using a truck-mounted drill rig equipped with eight-inch diameter hollow-stem augers following a carbide-tipped tooth bit. Field sampling consisted of



99036r01-fgr1.doc

Figure 1
 Wolf Creek Dam Cellular Tower
 Clinton County, Kentucky
 Portions of USGS 7½-Minute Topographic Maps
 (Cumberland City and Wolf Creek Dam Quadrangles, Kentucky)
 Showing Project Site

standard penetration tests (SPTs) to evaluate the strength and moisture characteristics of the in-situ soil. In addition, a bag sample of the predominant soil horizon was collected for classification testing. The boring was checked for the presence of ground water during and after the augering process, and was backfilled with the auger cuttings at the completion of the field work. Due to the significant depth to bedrock, rock coring was not performed.

Following completion of the field work, the soil samples were transported to our laboratory for analyses. The bag sample was subjected to a wash gradation analysis (ASTM D-1140) and Atterberg limits (ASTM D-4318), while the SPT samples were tested for natural moisture content (ASTM D-2216).

4. Results of the Exploration

The accompanying drawing in the appendix shows the boring location, boring log, results of laboratory tests and other pertinent geotechnical data. A summary of the boring information is presented in Table 1 (all measurements are expressed in feet).

Table 1. Boring Summary

Boring	Surface	Top of Apparent Bedrock*		Bottom of Hole	
	Elevation	Depth	Elevation	Depth	Elevation
1	974.9	21.1	953.8	21.1	953.8

* Actual bedrock location cannot be confirmed without rock coring.

4.1. Soil Conditions

Underlying a topsoil mantle on the order of 0.4 feet thick, fill material consisting of a mixture of trash (household-type garbage), topsoil and soil materials was encountered. This fill material, designated herein as Soil 1, extended to a depth of 3.6 feet (elevation 971.3 feet) below the ground surface. Due to the composition of Soil 1, no classification testing was performed on this material.

Underlying the fill, one residual soil material was encountered. This material, referred to herein as Soil 2, is described as a silty sand, red-brown to brown in color, moist in natural moisture content, and medium dense to very dense in terms of relative density. In addition, Soil 2 graded downward into predominantly sand layers, with occasional clay partings. In some instances, the sand layers were noted to be partially cemented. Based on classification testing which was performed on auger cuttings obtained at a depth between 3.6 and 6.5 feet (elevations 971.3 to 968.4 feet), Soil 2 classifies as SM according to the Unified Soil Classification System (USCS). An Atterberg limits test showed Soil 2 to be non-plastic.

The results of the standard penetration tests performed in Boring 1 are shown on the drawing in the appendix, and summarized in Table 2. A standard penetration test consists of driving a two-inch diameter split-spoon sampler 1.5 feet into the material being tested by means of a 140-pound hammer raised 30 inches and allowed to free-fall. The number of blows by the hammer required to drive the sampler each six-inch increment is recorded. The resultant blow count (N-value) is defined as the sum of the number of blows recorded for the last two increments of the 1.5-foot test interval.

Table 2. Summary of Standard Penetration Tests

Boring	Sample Interval		Hammer Blows Per 6-Inch Penetration	SPT "N" Value (blows)	Moisture Content (percent)
	Depth (feet)	Elevation (feet)			
1	4.0 - 4.4	970.9 - 970.5	100+	100+	26
	6.5 - 8.0	968.4 - 966.9	7/12/11	23	26
	9.0 - 10.5	965.9 - 964.4	12/13/16	29	26
	14.0 - 15.5	960.9 - 959.4	12/14/13	27	32
	19.0 - 20.5	955.9 - 954.4	12/17/52	69	29

4.2. Ground Water Conditions

Ground water was encountered at a depth of 9.6 feet (elevation 965.3 feet) during a standard penetration test. Clay partings were present above and below the encountered ground water suggesting that the ground water may be representative of a perched water zone. However, the water level in the boring at the completion of drilling was measured at a depth 8.2 feet (elevation 966.7 feet) below the ground surface.

5. Conclusions and Recommendations

It is our understanding that the tower for this site is to consist of a self-supporting 280-foot structure founded on a spread footing. A small building will also be constructed near the tower site. At the time of this report, information relative to foundation, shear, and axial loading was not available.

The boring showed the soil overburden to consist of a topsoil mantle underlain by a 3.2-foot zone of refuse fill material (Soil 1). Soil 1 extended to elevation 971.3 feet, whereupon a residual soil material (Soil 2) was encountered. Soil 2 consists of a silty sand, and is described as moist in natural moisture content and medium dense to very dense in terms of relative density. Sand layers with occasional clay partings were predominant as the soil profile progressed downward, with some of the sand layers partially cemented. Standard penetration tests performed in Soil 2 resulted in N-values between 23 and 100+ blows per foot. Ground water was encountered in the boring, and was measured at elevation 966.7 feet at the completion of drilling. Lastly, apparent bedrock was encountered at a depth of 21.1 feet (elevation 953.8 feet) below the ground surface. Rock coring was not performed due to the significant bedrock depth.

The recommendations which follow are based on the information stated above, and interpretation of the subsurface conditions encountered in the boring. If changes are made to the type of structures proposed for the site, or if the tower and building locations are significantly altered, our firm should be notified so that the changes can be reviewed and the recommendations modified, if necessary.

5.1. Tower Foundation System

5.1.1. Based on the soil depth at the site and on the type of tower structure proposed, it is recommended that a soil bearing foundation system consisting of a spread footing be utilized. The spread footing should be totally soil bearing and appropriately sized so that overturning and uplift forces will be restricted by the weight of the footing and backfill.

5.1.2. It is recommended that the existing fill material (Soil 1) be entirely removed below the proposed tower foundation and to a minimum distance of five (5) feet beyond the foundation perimeter. Due to the presence of refuse (trash) within the fill, it is further recommended that the excavated material be properly disposed of off-site in a permitted solid waste disposal facility.

5.1.3. Observing the recommendations presented herein, the recommended maximum net allowable bearing capacity for a spread footing bearing on the in-situ soil (Soil 2), or on suitable engineered fill consisting of Soil 2, is three thousand (3,000) pounds per square foot.

5.1.4. The following parameters are recommended for estimating passive earth pressure in Soil 2 for level (horizontal) compacted backfill conditions.

Material	Internal Angle of Friction ϕ (degrees)	Passive Earth Pressure Coefficient K_p	Unit Weight γ (pcf)	Effective Cohesion \bar{c} (psf)
Soil 2	30	3.0	110	100

The values presented above are based on published data for compacted soils presented in Foundations & Earth Structures, Design Manual 7.02, Naval Facilities Engineering Command (September, 1992) exhibiting a classification and plasticity index similar to Soil 2. The passive earth pressure coefficient, K_p , was calculated using the following formula:

$$K_p = \tan^2(45 + \phi/2)$$

It is recommended that a factor of safety of 1.5 or greater be used when computing the allowable lateral earth pressure.

5.2. Building Foundation System

5.2.1. Based on the depth to bedrock and type of building structure proposed, it is recommended that the building be provided with a soil bearing foundation system consisting of continuous wall footings or isolated/column footings. In no case should the building bear on a combination of soil and bedrock due to the potential created for differential settlements.

5.2.2. It is recommended that the fill material (Soil 1) be entirely removed below the footprint of the proposed building and to a minimum distance of five (5) feet beyond the building perimeter. Due to the presence of refuse (trash) within the fill, it is further recommended that the excavated material be properly disposed of off-site in a permitted solid waste disposal facility.

5.2.3. Observing the recommendations presented herein, the recommended maximum net allowable bearing capacity for continuous wall footings or isolated column footings bearing on the in-situ soil (Soil 2), or on suitable engineered fill consisting of Soil 2, is three thousand (3,000) pounds per square foot.

5.3. General Recommendations

5.3.1. Reinforcing steel should be placed in all foundation elements to provide rigidity and strength to bridge over any weak or more compressible material which may come in contact with the foundation systems. Although no shear failures are expected if the recommended allowable stresses are not exceeded, settlements on the order of less than one inch may occur and should be anticipated. This precaution will tend to cause settlements which occur to be of a more uniform nature and help reduce damage to the foundation elements. It should be noted that a formal settlement analysis of the in-situ soils was beyond our scope of work and was not performed.

5.3.2. Foundation excavations should be cleaned of all loose, soft, wet or compressible materials prior to placement of reinforcing steel and concrete. The bottoms of all excavations should be level to provide uniform loading conditions, and should be compacted by mechanical hand tamps to 100 percent of the standard Proctor density prior to footing construction. A qualified engineering technician should inspect the foundation excavation prior to the placement of reinforcing steel and concrete.

5.3.3. Areas to receive fill should be stripped of all vegetation, organic material (topsoil) and existing fill (Soil 1) prior to fill placement. It is estimated that stripping of the topsoil and existing fill will generally have to extend to a depth of 3.6 feet below the ground surface based on the boring information. If fill material is still present, greater stripping depths will be required. Once stripping is complete, the surface of the natural soil should be proof-rolled and brought to design subgrade elevation with approved fill material compacted in accordance with Item 5.3.4.

5.3.4. The on-site soil (Soil 2) is suitable for use as compacted backfill beneath or around foundation elements provided it is free of topsoil and organic material. It is recommended that the fill material be placed in maximum eight-inch (loose thickness) lifts, with each lift compacted to a minimum of 100 percent of the standard Proctor maximum dry density, at a moisture content between minus four percent and plus two percent of optimum. A standard Proctor moisture-density test (ASTM D-698) will be required for determining the maximum dry density and optimum moisture content of any backfill soil.

5.3.5. Foundation excavations and any fill placement should be performed in the presence of a qualified technician experienced in the monitoring of earthwork operations. The technician should be working under the direct supervision of a professional engineer experienced in geotechnical engineering.

5.3.6. Soil 2 contained clay layers which can undergo moderate to significant volume changes with changes in moisture content. As clayey soil materials increase in moisture, they tend to swell. Likewise, as they decrease in moisture, they tend to shrink. Care should be taken during design, construction, and usage of the proposed facility to minimize the potential for changes in moisture content.

5.3.7. Foundation excavations should be protected from severe weather conditions. Water should not be allowed to remain in any excavation for extended periods of time. Exposure to water and/or freezing and thawing may cause a loss in strength of the foundation materials. If excavations are exposed to water or freezing/thawing and bearing materials deteriorate, the excavations should be deepened until suitable bearing conditions are achieved.

5.3.8. Ground water was present at elevation 966.7 feet in the boring at the completion of drilling. Although the ground water appears to represent a perched ground water pocket rather than a true ground water table, the contractor should be prepared to dewater foundation excavations if such operations become necessary.

5.3.9. Site grading should be maintained during and after construction so that positive drainage is promoted at all times. Perimeter diversion and subsurface drains should be installed, as necessary, to divert surface runoff and ground water away from both the tower and building foundation elements.

5.3.10. It is recommended that the bottom of exterior footings extend a minimum of twenty-four (24) inches below finished grade to provide frost protection.

5.4. Special Considerations

5.4.1. The site is underlain by limestone bedrock which can be susceptible to solutioning and the subsequent development of karst features such as voids, sinkholes, solution channels and caves in the soil overburden and/or in the underlying bedrock. Surface depressions were not observed on the site, although it should be noted that an investigation to determine the locations and extent of any underground karst features was beyond the scope of work. The Owner should be aware that construction in limestone areas is accompanied by some risk that karst activity could affect the cellular tower foundation in the future, although we believe that compliance with the recommendations presented herein can help reduce the risk to an acceptable level. Due to the unknown nature of karst areas, no warranties can be made against the development of future karst features. If karst features are encountered during construction, they should be explored and evaluated by a qualified geotechnical engineer.

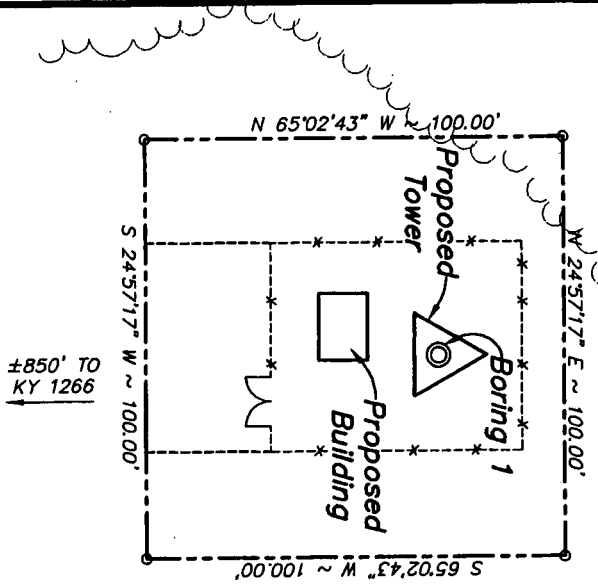
5.4.2. The scope of FMSM's services did not include an environmental assessment or investigation for the presence or absence of wetlands and hazardous or toxic materials in the soil, surface water, ground water or air, on, below or around the site. Any statements in this report, or on the boring log regarding odors noted or unusual or suspicious items or conditions observed, are strictly for the information of the client.

5.4.3. The conclusions and recommendations presented herein are based on information gathered from the borings advanced during this exploration using that degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession. No warranties can be made regarding the continuity of conditions between borings.

Appendix

Drawing

CENTER OF TOWER
 LATITUDE: 36°48'40.6"
 LONGITUDE: 85°07'46.9"
 GROUND EL. 974.9



BORING LAYOUT
 SCALE: 1" = 30'

- NOTES:**
- 1.) The boring log and related information shown on this drawing depict approximate subsurface conditions only at the specific boring location noted and at the time of drilling. Conditions at other locations may differ from those occurring at the boring location. Also, the passage of time may result in a change in the subsurface conditions at the boring location.
 - 2.) Topographic and survey information for the boring layout was taken from a survey drawing supplied by Tim Thompson, P.E., L.S., Versailles, Kentucky. The information is believed to be correct, but is not to be used by the Contractor for construction of the project.
 - 3.) The center of the tower (Boring 1) was staked by Tim Thompson, P.E., L.S. prior to drilling.

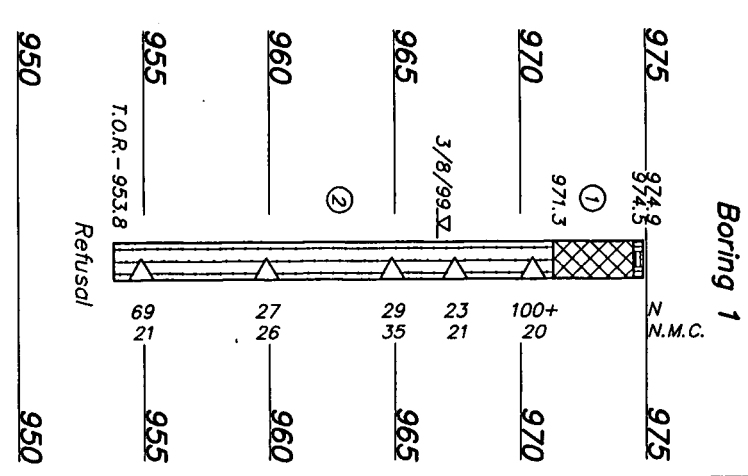
LEGEND

- Soil Boring with Standard Penetration Tests
- Topsoil
- Fill Material: Refuse (trash), topsoil and soil materials, gray-brown, moist (Field classification)
- Silty Sand, red-brown to brown, moist, medium dense to very dense, grades downward into predominantly sand layers with occasional clay partings
- Standard Penetration Test Interval
- Standard Penetration Test Blow Count (blows/ft.)
- N.M.C. Natural Moisture Content (%)
- 3/8/99 ∇ Water Level and Date Recorded
- Top of Rock (Indicates the beginning of rock-like resistance to the advancement of the augers. This may indicate the beginning of weathered bedrock, boulders or rock remnants. An exact determination cannot be made without performing rock coring.)
- Refusal Auger Refusal using a carbide-tipped tooth auger bit

SOIL SUMMARY

SAMPLE NO.	Soil 2
STATION	Boring 1
DEPTH	3.6'-6.5'
GRAVEL (-#3 + No. 4)	1
SAND (-No. 4 + No. 200)	5.7
SILT (-No. 200 + 0.005mm)	*
CLAY (-0.005mm)	*
LIQUID LIMIT	-
PLASTIC LIMIT	NON-PLASTIC
PLASTICITY INDEX	-
ACTIVITY INDEX	N/A
SPECIFIC GRAVITY	-
AASHTO CLASSIFICATION	SM
UNIFIED CLASSIFICATION	-
CAIL BEARING RATIO	-
MAXIMUM DRY DENSITY (pcf)	-
OPTIMUM MOISTURE (%)	-
	42

* Silt + Clay (%)



LOG OF BORING
 SCALE: 1" = 5' (Vert. only)



WOLF CREEK DAM CELLULAR TOWER
 CLINTON COUNTY, KENTUCKY

ENSM ENGINEERS

DESIGNER: DATE: MAR., 1999
 CHECKED BY: BLS PROJECT NO.: 99036
 DRAWN BY: BLS SCALE: AS SHOWN

REVISIONS: 1 OF 1

Please Type or Print on This Form

Form Approved OMB No. 2120-0001



U.S. Department of Transportation
Federal Aviation Administration

Failure To Provide All Requested Information May Delay Processing of Your Notice

FILE COPY

FOR FAA USE ONLY
Aeronautical Study Number

Notice of Proposed Construction or Alteration

1. Sponsor (person, company, etc. proposing this action):
 Attn. of: David Ginter
 Name: ACC of Kentucky, LLC
 Address: 124 South Keeneland Drive
 City: Richmond State: KY Zip: 40475
 Telephone: (606) 544-5805 Fax: (606) 544-5858

2. Sponsor's Representative (if other than #1):
 Attn. of: William E. McPhaul
 Name: Airspace Safety Analysis Corporation
 Address: Two Crown Center
1745 Phoenix Boulevard, Suite 120
 City: Atlanta State: GA Zip: 30349
 Telephone: (770) 994-1557 Fax: (770) 994-1637

3. Notice of: New Construction Alteration Existing
4. Duration: Permanent Temporary (___ months, ___ days)
5. Work Schedule: Beginning After FAA Approval. End Within 6 Months
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 and Medium Intensity White
 White - Medium Intensity Dual - Red and High Intensity White
 White - High Intensity Other _____
8. FCC Antenna Structure Registration Number (if applicable): _____

9. Latitude: 36 ° 48 ' 40 . 60 " **10. Longitude:** 085 ° 07 ' 46 . 90 " **11. Datum:** NAD 83 NAD 27 Other _____

12. Nearest City: Albany State: KY
13. Nearest Public-use (not private-use) or Military Airport or Heliport:
SPRING CREEK
14. Distance from #13. to Structure: 10.35 NM
15. Direction from #13. to Structure: 9.47° True Bearing
16. Site Elevation (AMSL): 975 ft.
17. Total Structure Height (AGL): 299 ft.
18. Overall Height (#16. + #17.) (AMSL): 1,274 ft.
19. Previous FAA Aeronautical Study Number (if applicable): _____ - OE

20. Description of Location: (Attach a USGS 7.5 minute Quadrangle Map with the precise site marked and any certified survey.)
 The proposed site is located 9,100' Northeast from the intersection of State Route 1266 and State Route 734 (chart attached). The ARP of SPRING CREEK is located 10.52 NM on a True Bearing of 189.02° from the site.

21. Complete Description of Proposal:	Frequency/Power (kW)
This cellular communications installation will operate in the 800.0 - 900.0 MHz band with 200.0 Watts ERP.	

2
2
4
4
4
1

Notice is required by 14 Code of Federal Regulations, part 77 pursuant to 49 U.S.C., Section 44718. Persons who knowingly and willingly violate the notice requirements of part 77 are subject to civil penalty of \$1,000 per day until the notice is received, pursuant to 49 U.S.C., Section 46301 (a).

I hereby certify that all of the above statements made by me are true, complete, and correct to the best of my knowledge. In addition, I agree to mark and/or light the structure in accordance with established marking & lighting standards necessary.

Date: 3/11/99 Typed or Printed Name and Title of Person Filing Notice: David Ginter, Regional Project Mgr. Signature: _____

FILE COPY

KENTUCKY TRANSPORTATION CABINET, DIVISION OF AERONAUTICS, 125 HOLMES STREET, FRANKFORT, KY 40622 AERONAUTICAL STUDY NUMBER

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

- INSTRUCTIONS ON REVERSE SIDE OF FORM -

FILE COPY

1. NATURE OF PROPOSAL **2. DESCRIPTION OF STRUCTURE**

A. TYPE <input checked="" type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> ALTERATION	B. CLASS <input checked="" type="checkbox"/> PERMANENT <input type="checkbox"/> TEMPORARY	C. WORK SCHEDULE After FAA BEGIN <u>Approval</u> END <u>Within 6 Months</u>
---	--	---

This proposed cellular communications installation will operate in the 800.0 - 900.0 MHz band with 200.0 Watts ERP; 2.000 Ghz Microwave with 2 Watts ERP.

3A. APPLICANT - NAME, ADDRESS & TELEPHONE

David Ginter
 ACC of Kentucky, LLC
 South Keeneland Dr.
 Richmond, KY 40475

(606) 544-5805

Request approval of a dual obstruction lighting system for this tower, consisting of red lights for nighttime and medium intensity white obstruction lights for daytime and twilight.

B. REPRESENTATIVE OF APPLICANT - NAME, ADDRESS & TELEPHONE

William F. McPhaul
 Airspace Safety Analysis Corporation
 1745 Phoenix Boulevard, Suite 120
 Atlanta, Georgia 30349

(770) 994-1557

The proposed site is located 9,100' Northeast from the intersection of State Routes 734 and 1266 (chart attached). The ARP of SPRING CREEK is located 10.52 NM on a True Bearing of 189.02° from the site.

4. LOCATION OF STRUCTURE **5. HEIGHT & ELEVATION**

A. GEOGRAPHIC COORDINATES (NEAREST SECOND)	B. NEAREST KY CITY Albany	C. NEAREST KY AIRPORT SPRING CREEK
LAITUDE 36° 48' 40.6'	(1) DISTANCE TO 4B 6.5 SM	(1) DISTANCE TO RUNWAY 10.35 NM
LONGITUDE 085° 07' 46.9'	(2) DIRECTION TO 4B South	(2) DIRECTION TO AIRPORT 189.47° True Bearing

A. SITE ELEVATION (ABOVE MEAN SEA LEVEL)	975'
B. HEIGHT OF STRUCTURE, INCLUDING APPURTENANCES AND LIGHTS (ABOVE GROUND LEVEL)	299'
C. OVERALL HEIGHT (AMSL) (A+B)	1,274'

6. OBSTRUCTION MARKING & LIGHTING

	YES	NO
--	-----	----

A. MARKED FOR THE PROTECTION OF AIR NAVIGATION (FLAGS, SPHERES, ETC.)		X
B. OBSTRUCTION MARKED IN ACCORDANCE WITH 602KARS0:100 (FAA AC 70/7460-1B)		X
C. OBSTRUCTION LIGHTED IN ACCORDANCE WITH 602KARS0:100 (FAA AC 70/7460-1B)	X	

7. HAS "NOTICE OF CONSTRUCTION OR ALTERATION" (FORM 7460-1) BEEN FILED WITH THE FEDERAL AVIATION ADMINISTRATION? IF SO, WHEN?

8. 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.

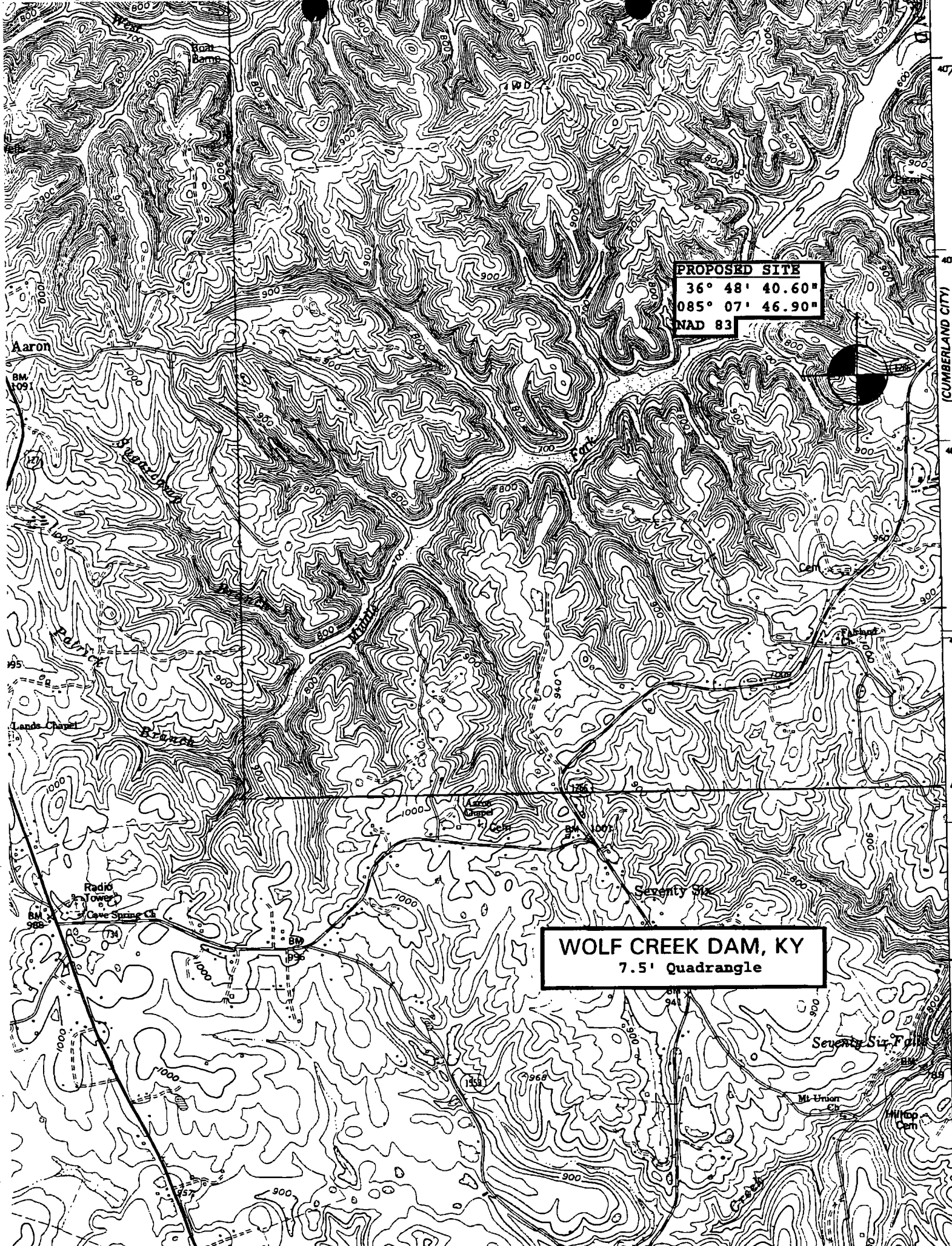
BY David Ginter
 Engineer

DATE 3/11/99

NAME (PRINTED), SIGNATURE & TITLE

PENALTIES. PERSONS FAILING TO COMPLY WITH KENTUCKY REVISED STATUTES AND KENTUCKY AIRPORT ZONING COMMISSION ADMINISTRATIVE REGULATIONS ARE LIABLE FOR FINES OR IMPRISONMENT AS SET FORTH IN KRS 183.990(3). NON-COMPLIANCE WITH FEDERAL AVIATION ADMINISTRATION REGULATIONS MAY RESULT IN FURTHER PENALTIES.

COMMISSION ACTION	CHAIRMAN, KAZC (OR)	ADMINISTRATOR, KAZC
APPROVED	FILE COPY	
DISAPPROVED		



PROPOSED SITE
 36° 48' 40.60"
 085° 07' 46.90"
 NAD 83

WOLF CREEK DAM, KY
 7.5' Quadrangle

(CUMBERLAND CITY) S
 3571 SE

47

48

47

40

41

42

McBRAYER, MCGINNIS, LESLIE & KIRKLAND PLLC

163 WEST SHORT STREET

SUITE 300

LEXINGTON, KENTUCKY 40507-1361

606-231-8780

FACSIMILE 606-231-6518

REAL ESTATE FAX 606-255-9777

WWW.MMLK.COM

WATSON CLAY (1908-1985)
OSCAR SAMMONS (1908-1985)

MAIN & HARRISON STREETS
P. O. BOX 347
GREENUP, KENTUCKY 41144-0347
606-473-7303
FACSIMILE 606-473-9003

300 STATE NATIONAL
BANK BUILDING
P. O. BOX 1100
FRANKFORT, KENTUCKY 40602-1100
502-223-1200
FACSIMILE 502-227-7385

DIRECTOR OF GOVERNMENTAL RELATIONS
MIKE HELTON
STATE NATIONAL BANK BUILDING
305 ANN STREET
SUITE 308
FRANKFORT, KENTUCKY 40601-2847
502-875-1176
FACSIMILE 502-226-6234

April 14, 1999

W. TERRY McBRAYER
JOHN R. MCGINNIS
PHILLIP BRUCE LESLIE *
WILLIAM D. KIRKLAND
J. D. ATKINSON, JR.
JAMES G. AMATO
GEORGE D. GREGORY **
BRENT L. CALDWELL
W. BRENT RICE
JAMES H. FRAZIER, III +
STEPHEN C. CAWOOD
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R. STEPHEN MCGINNIS ++
JON A. WOODALL
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MARGARET M. YOUNG
JULIE A. COBBLE
MELINDA G. WILSON
MARY ELIZABETH CUTTER
LINDA J. WEST
JARON P. BLANDFORD

* ALSO ADMITTED IN OHIO

** ALSO ADMITTED IN COLORADO

+ ALSO ADMITTED IN TEXAS & FLORIDA

++ ALSO ADMITTED IN WEST VIRGINIA

Hon. Charlene King
Clinton County Judge
Public Square
Courthouse
Albany, KY 42602

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Re: **Public Notice - Public Service Commission of Kentucky,
Case No. 99-143 (Wolf Creek Dam Cell Facility)**

Dear Judge King:

ACC of Kentucky LLC, which does business as Cellular One, has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a new cell facility to provide cellular radio telecommunication service. The facility will include a 280' self-supporting tower with attached antennas extending upwards for a total height of 299' and an equipment shelter to be located at 2888 Grider Hill Road (rear), Albany, Clinton County, Kentucky. A map showing the location of the proposed new cell facility is enclosed. This notice is being sent pursuant to KRS 100.987.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. Your initial communication to the Commission must be received by the Commission within 20 days of the date of this letter as shown above.

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, Post Office Box 615, Frankfort, KY 40602. Please refer to Case No. 99-143 in your correspondence.

Sincerely,



W. Brent Rice

Counsel for ACC of Kentucky LLC

WBR/dkw

H

McBRAYER, MCGINNIS, LESLIE & KIRKLAND PLLC

163 WEST SHORT STREET

SUITE 300

LEXINGTON, KENTUCKY 40507-1361

606-231-8780

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502-223-1200
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DIRECTOR OF GOVERNMENTAL RELATIONS
MIKE HELTON
STATE NATIONAL BANK BUILDING
305 ANN STREET
SUITE 308
FRANKFORT, KENTUCKY 40601-2847
502-875-1176
FACSIMILE 502-226-6234

April 14, 1999

Tony and Betty Sloan
Kentucky Highway 1266
Albany, KY 42602

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: **Public Notice - Public Service Commission of Kentucky,
Case No. 99-143 (Wolf Creek Dam Cell Facility)**

Dear Mr. and Mrs. Sloan:

ACC of Kentucky LLC which does business as Cellular One, has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a new cell facility to provide cellular radio telecommunication service. The facility will include a 280' self-supporting tower with attached antennas extending upwards for a total height of 299' and an equipment shelter to be located at 2888 Grider Hill Road (rear), Albany, Clinton County, Kentucky. A map showing the location of the proposed new cell facility is enclosed. This notice is being sent to you because you own property or reside within a 500' radius of the proposed tower.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. Your initial communication to the Commission must be received by the Commission within 20 days of the date of this letter as shown above.

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, Post Office Box 615, Frankfort, KY 40602. Please refer to Case No. 99-143 in your correspondence.

Sincerely,



W. Brent Rice
Counsel for ACC of Kentucky LLC

WBR/dkw

McBRAYER, MCGINNIS, LESLIE & KIRKLAND PLLC

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MIKE HELTON
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305 ANN STREET
SUITE 308
FRANKFORT, KENTUCKY 40601-2847
502-875-1176
FACSIMILE 502-226-6234

April 14, 1999

United States Core of Engineers
Resource Manager
855 Boat Duck Road
Somerset, KY 42501-6016

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: **Public Notice - Public Service Commission of Kentucky,
Case No. 99-143 (Wolf Creek Dam Cell Facility)**

Dear Sir or Madam:

ACC of Kentucky LLC which does business as Cellular One, has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a new cell facility to provide cellular radio telecommunication service. The facility will include a 280' self-supporting tower with attached antennas extending upwards for a total height of 299' and an equipment shelter to be located at 2888 Grider Hill Road (rear), Albany, Clinton County, Kentucky. A map showing the location of the proposed new cell facility is enclosed. This notice is being sent to you because you own property or reside within a 500' radius of the proposed tower.

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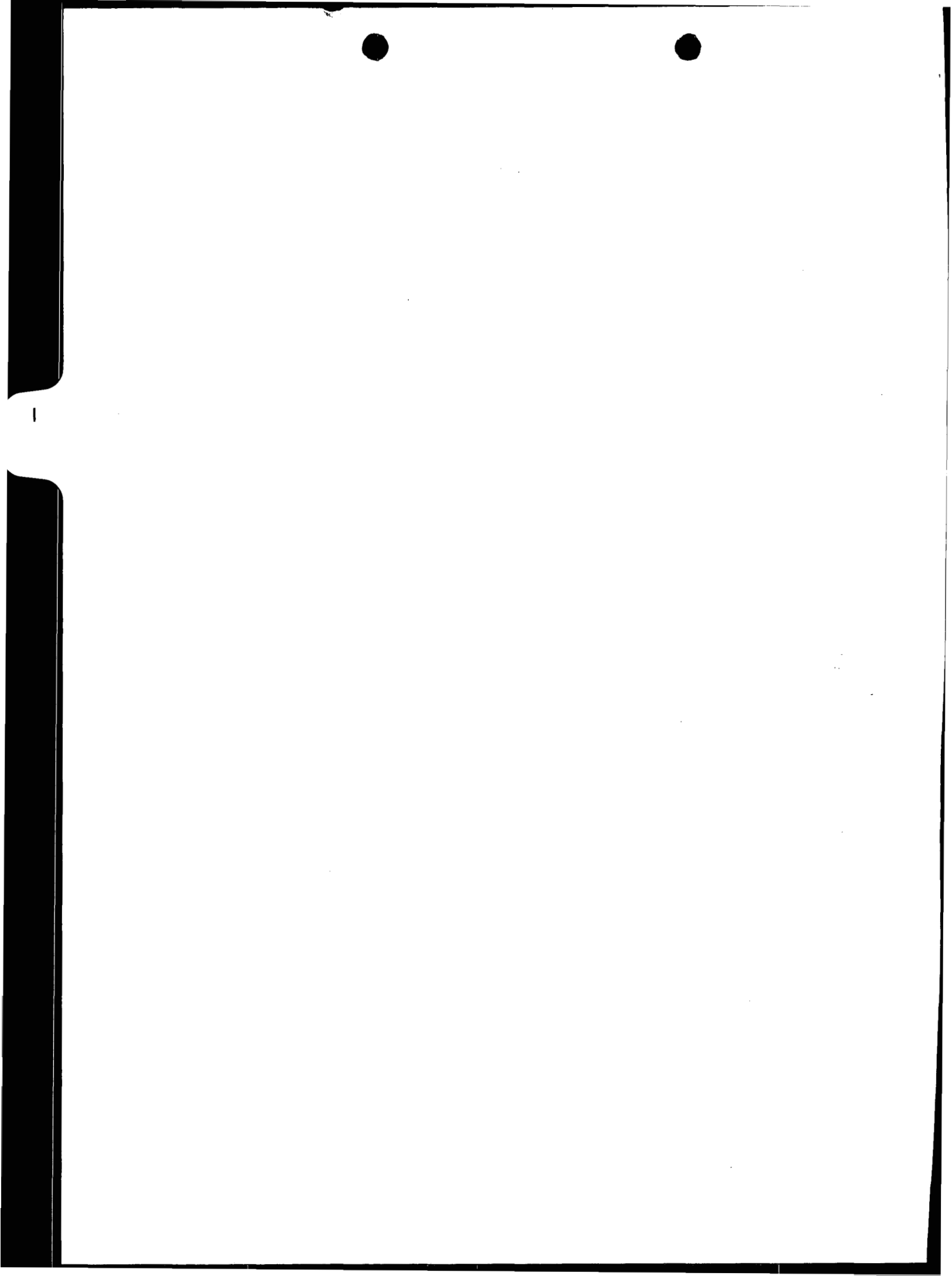
Sincerely,



W. Brent Rice

Counsel for ACC of Kentucky LLC

WBR/dkw



Market: KY5
Site Name: Wolf Creek Dam


OPTION AND LAND LEASE AGREEMENT

THIS OPTION AND LAND LEASE AGREEMENT (this "Agreement") is made and entered into as of the 3RD day of February, 1999, by and between Tony Sloan and Betty Sloan ("Landlord") and ACC of Kentucky LLC, d/b/a CellularOne ("Tenant").

WHEREAS, Tenant desires to obtain an option to lease certain real property from Landlord and Landlord desires to grant an option to lease property to Tenant.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and promises hereinafter contained and in consideration of the sum of One Hundred and No/100 Dollars (\$ 100.00) (the "Option Fee") paid simultaneously with the execution of this Agreement, Landlord agrees to grant an irrevocable option to Tenant to lease the real property upon the following terms and conditions:

W I T N E S S E T H:

1. Premises: Landlord agrees to grant Tenant an option to lease a portion of real property (the "Leased Premises") situated in the City of Albany County of Clinton, Commonwealth of Kentucky, as more particularly described on Exhibit "A" attached hereto. Landlord also grants Tenant a non-exclusive access for ingress and egress, parking, utilities, construction, maintenance, operation and removal relating to Tenant's use of the Leased Premises on, over, under and upon the adjacent land of Landlord.

2. Use: The Leased Premises shall be used to install, construct, operate, maintain, repair, alter, inspect, and remove a communications facility, which may include, but shall not be limited to, a transmission tower, radio and microwave communications equipment, an equipment building and, if necessary, a portable emergency generator with a self-contained gasoline- or diesel- powered fuel tank to be located on the Leased Premises adjacent to the equipment building. For the purposes of this Agreement, the transmission tower and all of Tenant's equipment, building, generator, cables, wires, antennas, switches, microwave dishes, and accessories shall hereinafter collectively be referred to as the "Communications Facility." The Communications Facility may be installed by Tenant or by any of Tenant's agents or contractors.

3. Term:

(a) Option Term. The option term of this Agreement shall be for an initial term of twelve (12) months from the date hereof (the "Initial Option Term"). The Tenant may exercise this option at any time prior to the expiration of the Initial Option Term by giving notice to Landlord of its intent to exercise such option. If this option is exercised, Tenant will receive credit against the lease payment in the amount of the Option Fee. If this option is not exercised within twelve (12) months from the date of this Agreement, then the Option Fee will be forfeited to Landlord. Tenant will have the right, however, prior to the expiration of the Initial Option Term to extend the Agreement with the identical terms for an additional twelve (12) months by paying the Landlord an additional One Hundred Dollars (\$100.00) ("Additional Option Fee"). This Additional Option Fee would also be forfeited if the option is not exercised. If the option is exercised then the Additional Option Fee would also apply to the lease payment for the Leased Premises. The additional twelve (12) months option time can be obtained by Tenant delivering the Additional Option Fee to Landlord on or before the expiration of the Initial Option Term.

(b) Primary Lease Term. In the event the Tenant exercises the option, the term of this lease (this "Lease") shall be for five (5) years, commencing upon written notification by Tenant to landlord of Tenant's receipt of all Government Approvals (the "Commencement Date") and terminating at 11:59PM on the last day of the month in which the fifth (5th) annual anniversary of the Commencement Date shall have occurred.

(c) **Extended Terms.** Tenant is granted the option to extend this Lease for four (4) additional periods of five (5) years each ("Extended Term") provided Tenant is not then in default hereunder. Each of Tenant's options to extend will be deemed automatically exercised without any action by either party unless Tenant gives written notice of its decision not to exercise any option(s) to Landlord at least thirty (30) days before expiration of the then current term.

4. **Rent:**

(a) Tenant agrees to pay Landlord, as Base Rent, the annual sum of Two Thousand Eight Hundred and Eight Dollars (\$ 2808.00), in advance on or before the commencement date and each and every anniversary of the commencement date during the Primary Lease Term and each Extended Term to Landlord at its address designated in Section 8.

(b) **Rent Adjustment.** The amount of Base Rent payable hereunder shall be adjusted every five years ("Adjustment Date") commencing with the fifth annual anniversary of the commencement date and thereafter on the first day of each and every Extended Term as provided in paragraph 3b above. Such adjustments shall be for the purpose of reflecting the increase, if any, in the cost of living. The adjustment, if any, shall be calculated based upon the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, Sub-group "All Items" (the "Index"). The Index published as of the most recent month prior to the Adjustment Date shall be compared with the Index sixty (60) months immediately preceding. On the Adjustment Date, the annual rent shall be increased by the percentage equal to the increase, if any, in the Index during said previous sixty (60) month period, not to exceed fifteen percent (15%). Notwithstanding any subsequent decrease in the Index, the adjusted Base Rent shall not be less than that paid the immediately preceding year. When the adjusted Base Rent payable on the Adjustment Date is determined, Landlord shall give Tenant written notice of such adjusted Base Rent and the manner in which it was computed.

(c) **Prorated Rent.** Rent for any period during the term hereof which is less than one (1) month shall be prorated based on a thirty-one (31) day month.

5. **Access and Utilities:** Landlord hereby grants to Tenant, for use by Tenant, its employees, agents, contractors, and by utility companies easements and licenses over, under, upon, and across adjoining lands of the Landlord, the property and rights-of-way or easements owned or leased by Landlord, on a twenty-four (24) hour daily basis for (a) ingress and egress to and from the Leased Premises (the "Access Easement"), and (b) the installation, operation, and maintenance of necessary utilities for the Leased Premises (the "Utility Easement"). If reasonable in Tenant's opinion, such Access Easement and Utility Easement shall be over and lie within existing roads, parking lots, and/or roads established by Tenant hereafter. Tenant shall have the right, but not the obligation to improve the Access Easement, by grading, graveling, or paving it. The Access Easement and the Utility Easement are more particularly described on Exhibit "A" attached hereto and made a part hereof. Tenant shall request approval from Landlord prior to any change in the particular location of any Access Easement or Utility Easement, if such shall differ from the descriptions on Exhibits "A" hereto.

6. **Utilities at Tenant's Cost:** Tenant shall be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Tenant on the Leased Premises. If necessary, Tenant shall have an electrical current meter installed at the Leased Premises for Tenant's electrical usage, and the cost of such meter and of installation, maintenance, and repair thereof shall be paid for by Tenant.

7. **Holding Over:** Should Tenant hold possession of the Leased Premises or any portion thereof after the date upon which the Leased Premises are to be surrendered, Tenant will become a tenant on a month-to-month basis upon all the terms, covenants, and conditions of this Lease except those pertaining to Lease term and, during

any such month-to-month tenancy, Tenant shall pay monthly rent in the amount which is one-twelfth (1/12th) of the Base Rent. Tenant will continue occupancy from month-to-month until terminated by Landlord or Tenant by the giving of thirty (30) days' written notice to the other.

8. Notice: All notices or demands are deemed to have been given or made when delivered in person or mailed by certified, registered, or express mail, return receipt requested, postage prepaid, United States mail, and addressed to the applicable party as follows:

Tenant:

ACC of Kentucky LLC
c/o American Cellular Corporation
1375 E. Woodfield Road, Suite 700
Schaumburg, IL 60173
Phone: (847) 995-8770

Landlord:

Tony and Betty Sloan
Route 4, Box 800
Albany, KY 42602
Phone: (606) 387 - 5501

With a copy to:

ACC of Kentucky LLC
124 S. Keeneland Drive
Richmond, KY 40475
ATTN: David Ginter
Phone: (606) 544-5805

A party may change its address to which any notice or demand may be given by written notice thereof to the other party.

9. Liability and Indemnity: Tenant agrees to indemnify and save the Landlord harmless from all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any breach of this Lease by Tenant, or any negligent act, negligent omission, or intentional tort of Tenant or Tenant's agents, employees, or contractors, invitees or licensees occurring during the term of this Lease in or about the Leased Premises. Landlord agrees to indemnify and save Tenant harmless from all claims (including cost and expenses of defending against such claims) arising or alleged to arise from any breach of this Lease by Landlord, or any negligent act, negligent omission or intentional tort of Landlord or Landlord's agents, employees, contractors, invitees, licensees, or other tenants of Landlord occurring during the term of this Lease. The provisions of this Section 9 shall survive the termination of this Lease.

10. Termination:

(a) Tenant has the right to terminate this Lease at any time upon any of the following events:

(i) Upon providing Landlord six (6) months written notice; or,

(ii) If the approval of any agency, board, court, or other governmental authority necessary for the construction and/or operation of the Communications Facility cannot be obtained, or is revoked, or if Tenant determines the cost of obtaining such approval is prohibitive; or,

(iii) If Tenant determines that the Leased Premises is not appropriate for locating the Communications Facility for technological reasons, including, but not limited to, signal interference; or,

(iv) If upon inspection of the Leased Premises Tenant identifies any environmental contamination or other geotechnical condition unacceptable in Tenant's sole discretion.

(b) Tenant will give Landlord thirty (30) days written notice of termination of this Lease under the terms of this Section 10(a) (ii), and (iii). Tenant may terminate immediately upon written notice under the terms of this Section 10(a) (iv). Upon termination, neither party will owe any further obligation under this Lease except as otherwise provided in Section 11 and except for the indemnities and hold harmless provisions in this Lease, the provisions of Section 21, Section 23, the prompt reimbursement of pro-rata prepaid rent, and Tenant's responsibility of removing all of the Communications Facility from the Leased Premises and restoring the Leased Premises to its condition as of the commencement date of this Lease, as near as practicable, save and except utilities and fences installed, access areas improved, removal of vegetation for construction purposes, concrete pads and guy anchors installed, items constructed or changed by any person(s) or entity(ies) other than Tenant, normal wear and tear, and matters beyond Tenant's control.

11. Default:

(a) Notwithstanding anything in the Lease to the contrary, Tenant shall not be in default under this Lease until thirty (30) days after receipt of written notice from Landlord specifying Tenant's failure to comply with any material provision of this Lease, which failure is not cured within said thirty (30) days; provided, however, where such default cannot reasonably be cured within thirty (30) days, Tenant shall not be deemed to be in default under this Lease if Tenant commences to cure such default within said thirty (30) days and thereafter diligently pursues such cure to completion.

(b) In the event of Tenant's default in the payment of rentals or compliance with any other material provision of this Lease, Landlord may, at its option, terminate this Lease without affecting its right to sue for all past due rentals and any other damages to which the Landlord may be entitled. Should Landlord be entitled to collect rentals or damages and be forced to do so through its attorney or by some other legal procedures, Landlord shall be entitled to its reasonable costs and attorney fees thereby incurred.

(c) In the event of Landlord's failure to comply with any material provision of this Lease, which failure is not cured within thirty (30) days after receipt of written notice thereof from Tenant (provided, however, where any such default cannot reasonably be cured within thirty (30) days, Landlord shall not be deemed to be in default under this Lease if Landlord commences to cure such default within said thirty (30) days and thereafter diligently pursues such cure to completion), Tenant may, at its option, cure the failure at Landlord's expense (which expense may, at Tenant's option, be deducted from rent) or terminate this Lease without affecting its right to demand, sue for, and collect all of its damages arising out of Landlord's said failure to comply (including consequential damages). If Tenant is entitled to collect or otherwise remedy said damages, and if Tenant should seek enforcement of its rights through an attorney or other legal procedures, Tenant is entitled to collect in addition to any other amounts owed, its reasonable costs and attorneys' fees thereby incurred.

(d) The rights and remedies stated in this Lease are not exclusive and the parties, in the event of a breach hereof or a dispute, are entitled to pursue any of the remedies provided herein, by law, or by equity.

(e) No course of dealing between the parties or any delay on the part of a party to exercise any right it may have under this Lease shall operate as a waiver of any of the rights hereunder or by law or equity provided, nor shall any waiver of any prior default operate as the waiver of any subsequent default, and no express waiver shall affect any term or condition other than the one specified in such waiver, for the time and manner specifically stated.

12. Taxes: Unless separately billed to Tenant by a taxing authority, Tenant shall pay annually to Landlord an amount equal to any increase in real estate taxes that may be attributable to any improvement to the Leased Premises made by Tenant. Tenant shall pay to Landlord Tenant's aforescribed share of any such tax

within sixty (60) days of receipt of sufficient documentation indicating calculation of Tenant's said share and payment thereof by Landlord. Landlord shall pay annually when due all real estate taxes and assessments attributable to the Leased Premises, Access Easement, Utility Easement, and the tax lot(s) of which they are a part. Upon written request by Tenant, Landlord shall furnish evidence of payment of said assessments and taxes.

13. Insurance: Tenant, at its expense, shall maintain in force during the term of this Lease a combined single limit policy of bodily injury and property damage insurance, with a limit of not less than \$1,000,000.00 insuring Landlord and Tenant against all liability arising out of Tenant's use, occupancy, or maintenance of the Leased Premises, which policy shall be endorsed to Landlord as additional insured.

14. Tests: Tenant is hereby given the right to survey, soil test, radio coverage test, and to conduct any other investigations needed to determine if the surface and location of the Leased Premises is suitable for Tenant's use as intended by this Lease.

15. Right of First Refusal: During the term of this Lease, as may be extended, Landlord shall, prior to selling the Leased Premises or any portion thereof, notify Tenant in writing of the sale price and terms offered by a third party, together with a copy of the third-party offer. Tenant shall have the right of first refusal to purchase the Leased Premises or the portion to be sold, on the same terms and conditions (or cash-equivalent terms, if a property exchange is proposed) by giving Landlord notice of its intention to purchase the same within thirty (30) days of receipt of Landlord's notice. If Tenant gives no such notice of intention to purchase the Leased Premises, Landlord may sell the Leased Premises to the third party on the stated terms and price, as long as such sale closes within six (6) months of the date of third party's offer. Provided, however, Tenant's preferential right to purchase shall survive any sale and conveyance of Landlord's interest in the Leased Premises, and shall remain effective with respect to any subsequent offer to purchase the Leased Premises or any subdivided part thereof for the shorter of forty (40) years from the commencement date of the Primary Term, that maximum time limit allowed by the rule against perpetuities, or the date of Lease termination.

16. Fixtures: Landlord covenants and agrees that all personal property and improvements of every kind and nature constructed, erected, or placed by Tenant on the Leased Premises, or other real property owned by Landlord, shall be and remain the property of Tenant despite any default or termination of this Lease and may be removed by Tenant anytime in Tenant's discretion provided that Tenant at its expense shall restore the Leased Premises pursuant to Section 10(b).

17. Memorandum of Agreement: After preparation of the legal descriptions of the Leased Premises, Access Easement, and Utility Easement, each party, at the request of the other, shall sign a Memorandum of Lease and Right of First Refusal substantially in the form attached hereto as Exhibit "B"; and Tenant, at its sole expense, may record the Memorandum of Lease and Right of First Refusal in the land records recording office(s) reasonable for notice purposes.

18. Assignment and Subletting by Tenant: Tenant may, without Landlord's consent, assign or sublet any or all of Tenant's interest in this Lease, the Access Easement, the Utility Easement, any part of the foregoing, the leaseholder's interest of Tenant created hereby, and/or any or all of Tenant's right, title, and interest in and to any or all of the Communications Facility.

19. Permits: Landlord acknowledges that following the execution of this Lease, Tenant will be contacting the appropriate local governmental agencies for the purpose of obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits, and other governmental permits and approvals, including Federal Aviation Administration approval, (collectively, "Permits") necessary for the construction, operation, and maintenance of the Communications Facility. Landlord agrees to fully cooperate with Tenant in obtaining the Permits and to execute any applications, maps, certificates, or other documents that may be required in connection with the Permits.

20. Consent: Whenever under the Lease the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld, conditioned, or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

21. Environmental Matters:

(a) Landlord represents to the best of his knowledge that there are no Environmental Pollutants on or in the Leased Premises and the property is not in violation of any Applicable Environmental Law.

(b) Landlord agrees to indemnify and hold Tenant, and Tenant's agents, employees, successors and assigns, harmless from any and all claims, damages, fines, penalties, judgments, costs and liabilities ("Losses") arising out of or related to any breach or inaccuracy of Landlord's representations regarding the presence of Environmental Pollutants on or in the Leased Premises except Losses caused solely by Tenant's own use, spill discharge, release or deposit of Environmental Pollutants on the Leased Premises. Such Losses shall include, without limitation: attorney, consultant and laboratory fees and costs; investigation and assessment expenses; cleanup and remediation expenses; expenses associated with discharging any liens; business interruption expenses; and, all expenses associated with the preparation submittal of any plans, reports or other submissions to any governmental entity.

(c) Unless caused by Tenant or Tenant's agents, licensees or invitees, Landlord shall at Landlord's own expense, promptly take all steps necessary to contain, investigate and remedy the release of any Environmental Pollutants on or in the Leased Premises or which effects or threatens to effect the Leased Premises. Landlord shall report such release and coordinate its remedy with all appropriate governmental entities and shall remediate all resulting damage to any person or property. Should Landlord fail to respond to a remedy, Tenant may undertake such response or remedial action and all Tenant's costs and fees associated therewith shall be included as indemnified Losses.

(d) "Environmental Pollutants" means all hazardous or toxic substances so listed in Applicable Environmental Law, including without limitation, hazardous materials, petroleum, asbestos and nuclear waste.

(e) "Applicable Environmental Law" means federal, state, or local laws and regulations pertaining to hazardous, toxic or polluting substances, including but not limited to CERCLA and RCRA.

(f) Landlord shall promptly and fully cooperate with any environmental consultant retained by Tenant to inspect the Leased Premises and shall promptly provide all additional information which may be reasonably requested by Tenant in connection with such investigations by an environmental consultant.

(g) The provisions of this Section 21 shall survive termination of this Lease.

22. Fences: During the term of the Lease, as it may be extended, Tenant may fence in that portion of the Leased Premises as Tenant determines is reasonable for protection of the Communications Facility. In most cases, Tenant will only fence areas around the tower, equipment building and/or guy anchor points, if any. Landlord shall not prohibit Tenant's access to the Leased Premises, or be entitled to use such portion so fenced for any purpose.

23. Title: Landlord represents and warrants to Tenant that Landlord has good and marketable title to the Leased Premises, Access Easement, and Utility Easement, free and clear of all liens, encumbrances, and exceptions. Landlord shall warrant and defend the same to Tenant against the claims and demands of all persons

and entities. If Landlord is a corporation, partnership or other legal entity, the individual(s) who execute(s) this Lease on behalf of Landlord represent(s) and warrant(s) that he or she is duly authorized to do so.

24. Condemnation of Leased Premises: In the event that any government, public body, or other condemning authority shall take, or if Landlord shall transfer in lieu of such taking, all or such part of the Leased Premises, Access Easement, or Utility Easement thereby making it physically or financially infeasible, at Tenant's reasonable discretion, for the Leased Premises to be used in the manner intended by this Lease, Tenant shall have the right to terminate this Lease effective as of the date of the taking by the condemning party and the rental shall be prorated appropriately. However, if only a portion of the Leased Premises, Access Easement, or Utility Easement is taken, and Tenant does not elect to terminate this Lease under this provision, then the Lease shall continue but rental payments provided under this Lease shall abate proportionally as to the portion taken which is not then usable by Tenant, and Landlord shall make all necessary repairs and alterations to restore the portion of the Leased Premises, Access Easement, and Utility Easement remaining to as near their former condition as circumstances will permit (at a cost not to exceed Landlord's proceeds from said condemnation or transfer).

25. Quiet Enjoyment: Landlord covenants that Tenant, upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, shall peaceably and quietly hold and enjoy the right to use the Leased Premises, Access Easement, and Utility Easement on the terms and conditions and for the purposes stated herein during the term of this Lease, as it may be extended, without hindrance, ejection, or molestation by Landlord or any person(s) or entity(ies) claiming under the Landlord.

26. Entire Agreement and Binding Effect: This Lease and any attached exhibits constitute the entire agreement between Landlord and Tenant; no prior written promises, or prior, contemporaneous, or subsequent oral promises or representations, shall be binding. This Lease shall not be amended or changed except by written instrument signed by the parties hereto. Section captions herein are for convenience of reference only and neither limits nor amplifies the provisions of this Lease. The invalidity of any portion of this Lease shall not have any effect on the balance thereof. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of said Landlord and Tenant.

27. Governing Law: This Lease shall be governed by the laws of the Commonwealth of Kentucky.

28. Duplicate: This Lease may be prepared for execution by duplicate originals, each of which shall constitute one in the same instrument.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Option and Land Lease Agreement as of the date and year first above written.

LANDLORD:

TONY SLOAN

Tony Sloan

SS#: 403-58-5168

COMMONWEALTH OF KENTUCKY)

) ss.

COUNTY OF CLINTON)

The foregoing instrument was acknowledged before me this 3RD day of ~~February~~ ^{MARCH}, 1999, by Tony Sloan. K.L.G.

Karen L. Broce
Notary Public

My commission expires: 11-01-99

NOTARIAL STAMP OR SEAL

BETTY SLOAN

Betty Sloan

SS#: 415-58-6881

COMMONWEALTH OF KENTUCKY)

) ss.

COUNTY OF CLINTON)

The foregoing instrument was acknowledged before me this 3RD day of ~~February~~ ^{MARCH}, 1999, by Betty Sloan. K.L.G.

Karen L. Broce
Notary Public

My commission expires: 11-01-99

NOTARIAL STAMP OR SEAL

TENANT:

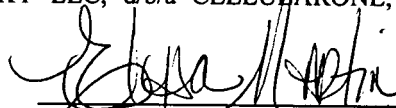
ACC OF KENTUCKY LLC,
d/b/a CellularOne

By: 
Lisa Jenrette

Title: General Manager

COMMONWEALTH OF KENTUCKY)) ss.
COUNTY OF MADISON))

The foregoing instrument was acknowledged before me this 5th day of February, 1999, by Lisa Jenrette, the General Manager of ACC OF KENTUCKY LLC, d/b/a CELLULARONE, on behalf of said corporation.


Notary Public
My commission expires: 10/31/02

NOTARIAL STAMP OR SEAL

EXHIBIT "A"

Exhibit "A" attached to and made a part of that certain Option and Land Lease Agreement entered into by and between Tony Sloan and Betty Sloan as Landlord, and ACC of Kentucky LLC, d/b/a CellularOne as Tenant, and dated February _____, 1999.

Legal Description

LEASED PREMISES

A parcel of real property containing approximately 100' x 100', more or less, located within the City of Albany, County of Clinton, Commonwealth of Kentucky being a 28 acre tract identified in the PVA Office as Map 33, Parcel 4, further described in Commissioner's Deed Book 4, page 413 and also a 5 acre tract identified in the PVA Office as Map 33, Parcel 4, Deed Book 52, Page 568

ACCESS EASEMENT and UTILITY EASEMENT

As defined in Section 5 of this Lease and as depicted by the sketch or drawing attached hereto and incorporated herein.

Said descriptions and drawing and/or sketch are intended as temporary identification of the Leased Premises, and the parties hereto agree that, upon completion, Tenant's legal description and surveyor's plat shall be substituted for the temporary descriptions and drawing and/or sketch of the Leased Premises by an addendum to this Lease. In the event Tenant's survey/legal description differs materially from the temporary identification of the Leased Premises provided herein, Tenant may terminate this Lease without further obligation to Landlord.

EXHIBIT "B"

Prepared By:

Denise Garza
ACC of Kentucky LLC
124 S. Keeneland Drive
Richmond, KY 40475

Mail Recorded Original to:

ACC of Kentucky LLC
124 S. Keeneland Drive
Richmond, KY 40475
ATTN: Denise Garza

FOR RECORDER'S USE ONLY

**MEMORANDUM OF LEASE
AND RIGHT OF FIRST REFUSAL**

THIS MEMORANDUM OF LEASE AND RIGHT OF FIRST REFUSAL is made and entered into as of the _____ day of February, 1999, by and between Tony Sloan and Betty Sloan of Route 4, Box 800, Albany, KY 42602 ("Landlord"), and ACC of Kentucky LLC, d/b/a CellularOne, c/o American Cellular Corporation, 1375 E. Woodfield Road, Suite 700, Schaumburg, IL 60173 ("Tenant").

WITNESSETH:

For good and valuable consideration, Landlord leases to Tenant and Tenant leases from Landlord, that certain real property, hereinafter referred to as "Leased Premises," situated in the City of Albany, County of Clinton, Commonwealth of Kentucky, and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The term of said lease is for five (5) years, upon written notification by Tenant to Landlord of Tenant's receipt of all Government Approvals (the "Commencement Date") and terminating at 11:59 on the last day of the month in which the fifth (5th) annual anniversary of the Commencement Date shall have occurred, subject to Tenant's option to extend the term for four (4) additional periods of five (5) years each, upon the consideration, terms, covenants, conditions, limitations, and restrictions set forth in that certain Option and Land Lease Agreement of even date herewith between the parties hereto covering the land hereinabove described, including the right of Tenant to remove any fixtures installed or improvements made by Tenant as permitted by said Lease, and said Lease is hereby incorporated herein with the same force and effect as though herein set forth at length, and a copy of the provisions of said Lease material to this Memorandum is available from either party hereto at their above-stated respective addresses.

Landlord further grants to Tenant the right of first refusal to purchase the Leased Premises under the terms and conditions as set forth in the above-referenced Lease. The term of the said right of first refusal begins on the Commencement Date and ends on the sooner of forty (40) years, the maximum time allowed by the rule against perpetuities, or the date of termination of the aforementioned Lease.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Memorandum of Lease and Right of First Refusal as of the date and year first above written.

LANDLORD:

TONY SLOAN

Tony Sloan

COMMONWEALTH OF KENTUCKY)

) ss.

COUNTY OF CLINTON)

The foregoing instrument was acknowledged before me this 3RD day of ~~February~~ ^{MARCH}, 1999, by Tony Sloan.

KL.G

Karen L. Snow
Notary Public

My commission expires: 11-01-99

NOTARIAL STAMP OR SEAL

BETTY SLOAN

Betty Sloan

COMMONWEALTH OF KENTUCKY)

) ss.

COUNTY OF CLINTON)

The foregoing instrument was acknowledged before me this 3RD day of ~~February~~ ^{MARCH}, 1999, by Betty Sloan.

KL.G

Karen L. Snow
Notary Public

My commission expires: 11-01-99

NOTARIAL STAMP OR SEAL

TENANT:

ACC OF KENTUCKY LLC,
d/b/a CELLULARONE

By: _____


Lisa Jenrette

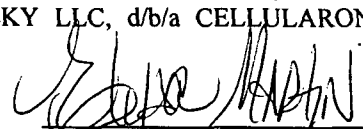
Title: General Manager

COMMONWEALTH OF KENTUCKY)

)ss.

COUNTY OF MADISON)

The foregoing instrument was acknowledged before me this 15th day of February, 1999, by Lisa Jenrette, the General Manager of ACC OF KENTUCKY LLC, d/b/a CELLULARONE, on behalf of said corporation.



Notary Public
My commission expires: 10/31/02

NOTARIAL STAMP OR SEAL

EXHIBIT "A"

Exhibit "A" attached to and made a part of that certain Land Lease Agreement entered into by and between Tony Sloan and Betty Sloan as Landlord, and ACC of Kentucky LLC, d/b/a CellularOne as Tenant, and dated February _____, 1999.

Legal Description

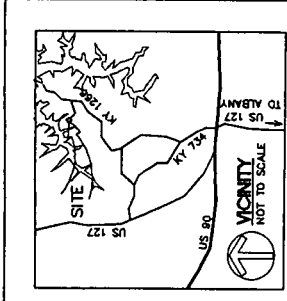
LEASED PREMISES

A parcel of real property containing approximately 100' x 100', more or less, located within the City of Albany, County of Clinton, Commonwealth of Kentucky being a 28 acre tract identified in the PVA Office as Map 33, Parcel 4, further described in Commissioner's Deed Book 4, page 413 and also a 5 acre tract identified in the PVA Office as Map 33, Parcel 4, Deed Book 52, Page 568.

ACCESS EASEMENT and UTILITY EASEMENT

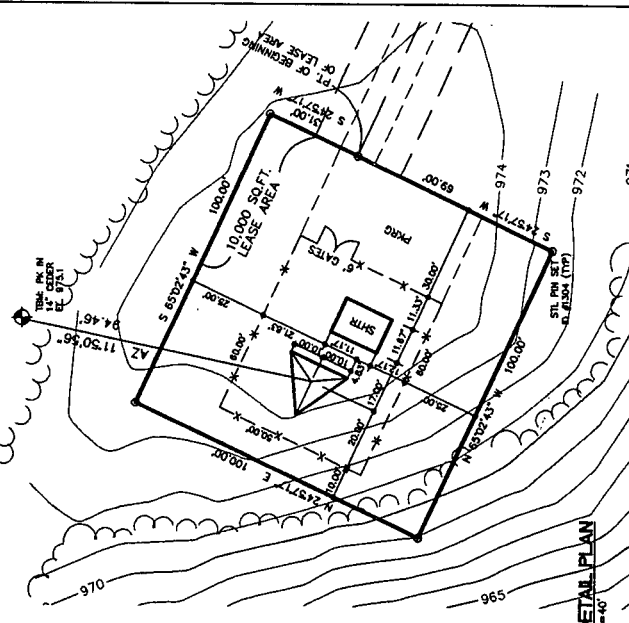
As defined in Section 5 of this Lease and as depicted by the sketch or drawing attached hereto and incorporated herein.

Said descriptions and drawing and/or sketch are intended as temporary identification of the Leased Premises, and the parties hereto agree that, upon completion, Tenant's legal description and surveyor's plat shall be substituted for the temporary descriptions and drawing and/or sketch of the Leased Premises by an addendum to this Lease. In the event Tenant's survey/legal description differs materially from the temporary identification of the Leased Premises provided herein, Tenant may terminate this Lease without further obligation to Landlord.

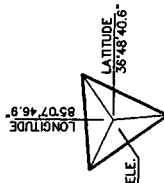


DEFECTIONS TO SITE
 FROM U.S. HWY 90 APPROXIMATELY 4.1 MILES N.W. OF ALBANY, KY. APPROXIMATELY 0.5 MILES S.W. OF KY HWY 1266. TURN RIGHT ON KY HWY 1266 AND GO NORTH 2.3 MILES TO PROPERTY ON THE LEFT. ENTER PROPERTY ON THE LEFT AND FOLLOW GRADE ROAD TO HILL ROAD AND FOLLOW GRADE ROAD TO BACK OF PROPERTY AND TOWER SITE.

- SURVEY NOTES**
1. THE SURVEY DATA SHOWN HEREON IS BASED ON STATE PLANE AND GRID NORTH. CONVERGENCE TO TRUE NORTH AT THE PROPOSED TOWER CENTER AS SHOWN IS 0° 22' 34.3" WEST OF GRID NORTH.
 2. LATITUDE AND LONGITUDE ARE BASED ON NAD 83
 3. ELEVATIONS ARE BASED ON NAVD 88
 4. A TITLE SEARCH WAS NOT PERFORMED ON THIS PROPERTY. THIS SURVEY IS BASED ON RECORDS IN THE VICINITY OF THE ACCESS EASEMENT AND LEASE AREA ONLY.
 5. UNDERGROUND UTILITIES MAY EXIST ON THIS SITE WHICH ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND HAVE THEM LOCATE ANY UTILITY THAT THEY MAY HAVE IN THE AREA.
 6. THE PROPOSED LEASE AREA FOR THIS FACILITY DOES NOT LIE WITHIN ANY FIA FLOOD HAZARD AREA.

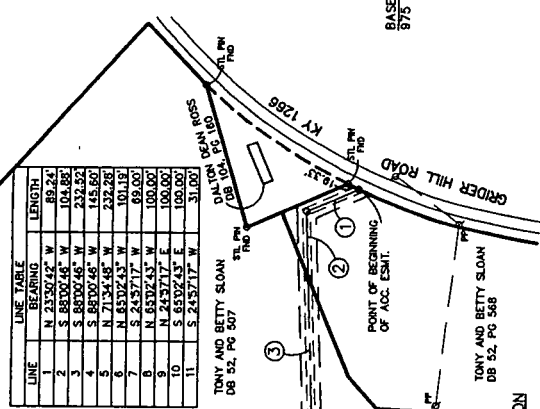


SITE SURVEY FOR A PROPOSED TRANSMISSION FACILITY
AMERICAN CELLULAR CORPORATION
 NAME: WOLF CREEK DAM, KY
 TONY and BETTY SLOAN
 PROPERTY
 KY HWY 1266
 ALBANY, CLINTON CO., KY 42602



TELEPHONE
 GTE
 1-800-483-5300
CONTACT
 TONY SLOAN
 (606) 387-7858

ELECTRIC
 SO. KY RECO
 (606) 387-6478
REBUILDING PERMIT
 LAKE CHUMBERLAND
 HOUSING AUTHORITY
 (302) 886-3000

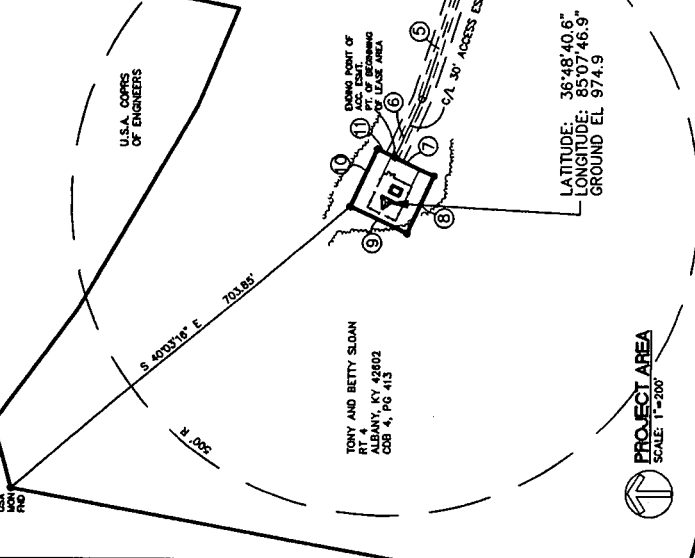


LINE	BEARING	LENGTH
1	N 23° 57' 42" W	89.24
2	S 83° 02' 46" W	104.82
3	S 83° 02' 46" W	232.82
4	N 71° 34' 48" W	145.60
5	N 71° 34' 48" W	101.19
6	N 63° 02' 43" W	100.00
7	S 24° 57' 17" W	89.00
8	N 63° 02' 43" W	100.00
9	N 24° 57' 17" E	100.00
10	S 83° 02' 43" E	100.00
11	S 24° 57' 17" W	31.00

LEGAL DESCRIPTION
 THAT TRACT OF LAND LYING NORTH OF ALBANY IN CLINTON COUNTY, KENTUCKY, NORTH OF U.S. 90, SOUTH OF LAKE CHUMBERLAND AND NORTHWEST OF KY HWY 1266 (GRIDER HILL ROAD) AND MORE FULLY DESCRIBED AS FOLLOWS:

ACCESS EASEMENT
 "A STRIP OF LAND THIRTY FEET IN WIDTH THE CENTERLINE OF WHICH BEGINS AT A POINT IN THE WEST RIGHT-OF-WAY OF KY HWY 1266 AND EXTENDS SOUTH 10.33 FEET FROM THE CENTERLINE AND SAID POINT BEING 10.33 FEET SOUTH FROM STEEL PIN BEARING THE SOUTH CORNER OF DALTON DEAN ROSS PROPERTY (OB 104, PG 180). THENCE FROM SAID POINT OF BEGINNING AND WITH A LINE THROUGH THE TONY AND BETTY SLOAN PROPERTY (OB 52, PG 568) FOR TWO CALLS:
 (1) S 23° 30' 42" W 89.24 FEET TO A POINT AND
 (2) S 88° 00' 46" W 104.82 FEET TO A POINT IN THE CENTER OF THE OLD ROAD, THENCE CONTINUING WITH A LINE THROUGH THE TONY AND BETTY SLOAN PROPERTY (OB 507); S 88° 00' 46" W 232.82 FEET TO A POINT, THENCE CONTINUING WITH A LINE THROUGH THE TONY AND BETTY SLOAN PROPERTY (OB 4, PG 413) FOR THREE CALLS:
 (1) S 88° 00' 46" W 145.60 FEET TO A POINT AND
 (2) N 71° 34' 48" W 232.28 FEET TO A POINT AND
 (3) N 63° 02' 43" W 101.19 FEET TO THE ENDING POINT, SAID POINT BEING IN THE SOUTHEAST LINE OF, AND BEING THE POINT OF BEGINNING OF THE LEASE AREA."

LEASE AREA
 "BEGINNING AT THE ENDING POINT OF THE ACCESS EASEMENT AS DESCRIBED ABOVE, THENCE WITH A LINE THROUGH THE TONY AND BETTY SLOAN PROPERTY (OB 4, PG 413) FOR FIVE CALLS:
 (1) S 24° 57' 17" W 89.00 FEET TO A STEEL PIN SET (ID 1304), THENCE
 (2) N 63° 02' 43" W 100.00 FEET TO A STEEL PIN SET (ID 1304), THENCE
 (3) N 24° 57' 17" E 100.00 FEET TO A STEEL PIN SET (ID 1304), (SAID POINT BEING S 40° 03' 16" E 703.68 FEET FROM A U.S.A. CORPS MONUMENT), THENCE
 (4) S 65° 02' 43" E 100.00 FEET TO A STEEL PIN SET (ID 1304) AND
 (5) S 24° 57' 17" W 31.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10,000 SQUARE FEET OF LAND.
 "THIS SURVEY PERFORMED BY TIM THOMPSON IN FEBRUARY 1999 WAS BASED ON STATE PLANE AND GRID NORTH. THE SURVEY WAS NOT BALANCED. BEARINGS BASED ON STATE PLANE AND GRID NORTH. GRID NORTH DETERMINED BY A SOLAR OBSERVATION WITH ADJUSTMENT FOR CONVERGENCE."



PROPERTY
 TONY AND BETTY SLOAN
 OB 4, PG 413
 OB 52, PG 568
 OB 52, PG 507

SURVEYOR'S CERTIFICATE
 I, HEREBY CERTIFY THAT THIS SURVEY AND PLAN WAS PREPARED BY ME AND THAT TO THE BEST OF MY BELIEF THE INFORMATION SHOWN HEREON IS TRUE AND ACCURATE.
 TIM THOMPSON
 DATE: MAR 16, 1999
 TIM THOMPSON, LS 1504

TIM THOMPSON
 Civil Engineer
 Land Surveyor
 160 S. Main St., Suite 3
 Versailles, KY 40383
 Tel: (606) 873-2525 Fax: (606) 873-2525

FILE: WLF-CRKO.DWG
 DATE: MAR. 15, 1999

SHEET 1 OF 1

McBRAYER, MCGINNIS, LESLIE & KIRKLAND PLLC

163 WEST SHORT STREET
SUITE 300
LEXINGTON, KENTUCKY 40507-1361
606-231-8780
FACSIMILE 606-231-6518
REAL ESTATE FAX 606-255-9777
WWW.MMLK.COM

W. TERRY McBRAYER
JOHN R. MCGINNIS
PHILLIP BRUCE LESLIE *
WILLIAM D. KIRKLAND
J. D. ATKINSON, JR.
JAMES G. AMATO
GEORGE D. GREGORY **
BRENT L. CALDWELL
W. BRENT RICE
JAMES H. FRAZIER, III +
STEPHEN C. CAWOOD
CHRISTOPHER M. HILL
LISA ENGLISH HINKLE
WILLIAM R. PALMER, JR.
BRUCE W. MACDONALD *
LUKE BENTLEY III
STEPHEN G. AMATO
MARY ESTES HAGGIN
R. STEPHEN MCGINNIS ++
JON A. WOODALL
MARIA S. BUCKLES
MARGARET M. YOUNG
JULIE A. COBBLE
MELINDA G. WILSON
MARY ELIZABETH CUTTER
LINDA J. WEST
JARON P. BLANDFORD

* ALSO ADMITTED IN OHIO
** ALSO ADMITTED IN COLORADO
+ ALSO ADMITTED IN TEXAS & FLORIDA
++ ALSO ADMITTED IN WEST VIRGINIA

WATSON CLAY (1908-1985)
OSCAR SAMMONS (1908-1985)

MAIN & HARRISON STREETS
P. O. BOX 347
GREENUP, KENTUCKY 41144-0347
606-473-7303
FACSIMILE 606-473-9003

300 STATE NATIONAL
BANK BUILDING
P. O. BOX 1100
FRANKFORT, KENTUCKY 40602-1100
502-223-1200
FACSIMILE 502-227-7385

DIRECTOR OF GOVERNMENTAL RELATIONS
MIKE HELTON
STATE NATIONAL BANK BUILDING
305 ANN STREET
SUITE 308
FRANKFORT, KENTUCKY 40601-2847
502-875-1176
FACSIMILE 502-226-6234

April 13, 1999

RECEIVED
APR 14 1999
PUBLIC SERVICE
COMMISSION

Ms. Stephanie Bell
Secretary of the Commission
Kentucky Public Service Commission
P.O. Box 615
730 Schenkel Lane
Frankfort, KY 40601

RE: Case Number 99-143

Dear Ms. Bell:

This letter is to follow up my request for a case number on April 13, 1999. The application is on behalf of ACC of Kentucky LLC, for a cell site located at 2888 Grider Hill Road (rear), Albany, Clinton County, Kentucky. I was given Case Number 99-143. We intend to file the application no later than April 16, 1999. If there are any questions, you may contact the undersigned at our Lexington office (606)231-8780). Thank you for your attention to this matter.

Sincerely,

W. Brent Rice

WBR/dkw