PIKE
LEGAL

1578 Highway 44 East, Suite 6
P.O. Box 369
Shepherdsville, KY 40165-0369
Phone (502) 955-4400 or (800) 516-4293
Fax (502) 543-4410 or (800) 541-4410

September 10, 2004

VIA HAND DELIVERY

Kentucky Public Service Commission
Attn: Mr. Jeff Cline
211 Sower Blvd.
P.O. Box 615
Frankfort, KY 40602-0615

Case 2004-00355

RE: Application to Construct Wireless Communications Facility
Location: 440 Old Prichard Hollow Road, Bryants Store, KY 40921
Applicant: BellSouth Mobility LLC, d/b/a Cingular Wireless-Kentucky
Site Name: Logan Gap

Dear Mr. Cline:

On behalf of my client BellSouth Mobility LLC, I am submitting the enclosed original and four (4) copies of an Application for Certificate of Public Convenience and Necessity for Construction of a Wireless Communications Facility in an area of Baughman County outside the jurisdiction of a planning commission. I have also enclosed two (2) additional copies of this cover letter. Thank you for your assistance and do not hesitate to contact me if you have any comments or questions concerning this matter.

Sincerely,

David A. Pike
Attorney for BellSouth Mobility LLC,
d/b/a Cingular Wireless-Kentucky

Enclosures

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE APPLICATION OF	)	
BELLSOUTH MOBILITY, LLC,	)	
D/B/A CINGULAR WIRELESS - KENTUCKY	)	
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC	)	CASE NO.: 2004-00355
CONVENIENCE AND NECESSITY TO CONSTRUCT	)	
A WIRELESS COMMUNICATIONS FACILITY AT	)	
440 OLD PRICHARD HOLLOW ROAD	)	
BRYANTS STORE, KENTUCKY 40921	)	
IN THE WIRELESS COMMUNICATIONS LICENSE AREA	)	
IN THE COMMONWEALTH OF KENTUCKY	)	
IN THE COUNTY OF KNOX	)	

SITE NAME: LOGAN GAP

* * * * * * * *

APPLICATION FOR
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
FOR CONSTRUCTION OF A WIRELESS COMMUNICATIONS FACILITY

BellSouth Mobility, LLC, d/b/a Cingular Wireless – Kentucky ("Applicant"), by counsel, pursuant to (i) KRS §§ 278.020, 278.040, 278.665 and the rules and regulations applicable thereto, and (ii) the Telecommunications Act of 1996, respectfully submits this Application requesting issuance of a Certificate of Public Convenience and Necessity ("CPCN") from the Kentucky Public Service Commission ("PSC") to construct, maintain, and operate a Wireless Communications Facility ("WCF") to serve the customers of the Applicant with wireless telecommunications services.

In support of this Application, Applicant respectfully provides and states the following information:

1. The complete name and address of the Applicant:

BellSouth Mobility, LLC, d/b/a Cingular Wireless - Kentucky
c/o Pike Legal Group, PLLC
P.O. Box 369
Shepherdsville, KY 40165

2. Applicant proposes construction of an antenna tower for cellular telecommunications services or personal communications services which is to be located in an area outside the jurisdiction of a planning commission, and Applicant submits the within application to the Commission for a certificate of public convenience and necessity pursuant to KRS §§ 278.020(1), 278.650, and 278.665.

3. Applicant entity is not a corporation and, therefore, the requirements of 807 KAR 5:001(8) and 807 KAR 5:001(9) that applicant submit a certified copy of articles of incorporation is inapplicable. Applicant limited liability company has provided a copy of the Certificate of Authority issued by the Secretary of State of the Commonwealth of Kentucky for the applicant entity as part of **Exhibit A**.

4. The proposed WCF will serve an area completely within the Applicant's Federal Communications Commission ("FCC") licensed service area in the Commonwealth of Kentucky. A copy of the Applicant's FCC license to provide wireless services is attached to this Application or described as part of **Exhibit A**.

5. The public convenience and necessity require the construction of the proposed WCF. The construction of the WCF will bring or improve the Applicant's services to an area currently not served or not adequately served by the Applicant by increasing coverage or capacity and thereby enhancing the public's access to innovative and competitive wireless telecommunications services. The WCF will provide a necessary link

in the Applicant's telecommunications network that is designed to meet the increasing demands for wireless services in Kentucky's wireless communications licensed area. The WCF is an integral link in the Applicant's network design that must be in place to provide adequate coverage to the service area.

6. To address the above-described service needs, Applicant proposes to construct a WCF at 440 Old Prichard Hollow Road, Bryants Store, Kentucky 40921 (36°48'00.48" North latitude, 83°55'45.44" West longitude), in an area located entirely within the county referenced in the caption of this application. The property on which the WCF will be located is owned by Michael & Brian Stapleton pursuant to a Deed recorded at Deed Book 323, Page 202 & 204 in the office of the Knox County Clerk. The proposed WCF will consist of a 300-foot tall tower, with an approximately 20-foot tall lightning arrestor attached at the top, for a total height of 320- feet. The WCF will also include concrete foundations to accommodate the placement of the Applicant's proprietary radio electronics equipment. The equipment will be housed in a prefabricated cabinet or shelter that will contain: (i) the transmitting and receiving equipment required to connect the WCF with the Applicant's users in Kentucky, (ii) telephone lines that will link the WCF with the Applicant's other facilities, (iii) battery back-up that will allow the Applicant to operate even after a loss of outside power, and (iv) all other necessary appurtenances. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as **Exhibit B** and **Exhibit C**. Periodic inspections will be

performed on the WCF in accordance with the applicable regulations or requirements of the PSC.

7. A list of competing utilities, corporations, or persons is attached as **Exhibit D,** along with three (3) maps of suitable scale showing the location of the proposed new construction as well as the location of any like facilities located anywhere within the map area, along with a map key showing the owner of such other facilities.

8. The site development plan and a vertical profile sketch of the WCF signed and sealed by a professional engineer registered in Kentucky depicting the tower height, as well as a proposed configuration for the antennas of the Applicant and future antenna mounts, has also been included as part of **Exhibit B**. Foundation design plans and a description of the standards according to which the tower was designed, and which have been signed and sealed by a professional engineer registered in Kentucky, are included as part of **Exhibit C**.

9. Applicant has considered the likely effects of the installation of the proposed WCF on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate services can be provided, and that there are no reasonably available opportunities to co-locate Applicant's antennas on an existing structure. Applicant has attempted to co-locate on suitable existing structures such as telecommunications towers or other suitable structures capable of supporting Applicant's facilities, and no other suitable or available co-location site was found to be located in the vicinity of the site. Information regarding the Applicant's efforts to achieve co-location in the vicinity is presented as **Exhibit E**.

10. FAA notice is required for the proposed construction, and lighting or marking requirements may be applicable to this facility. A copy of the Notice of Proposed Construction or Alteration filed by Applicant with the FAA is attached as **Exhibit F**. Upon receiving authorization from the FAA, the Applicant will forward a copy of the determination as a supplement to this Application proceeding.

11. A copy of the Kentucky Airport Zoning Commission ("KAZC") Application for the proposed WCF is attached as **Exhibit G**. Upon receiving authorization from the KAZC, the Applicant will forward a copy of the determination as a supplement to this Application proceeding.

12. The WCF will be registered with the FCC pursuant to applicable federal requirements. Appropriate required FCC signage will be posted on the site upon receipt of the tower registration number.

13. A geotechnical engineering firm has performed soil boring(s) and subsequent geotechnical engineering studies at the WCF site. A copy of the geotechnical engineering report and evaluation, signed and sealed by a professional engineer registered in the Commonwealth of Kentucky, is attached as **Exhibit H**. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who supervised the examination of this WCF site are included as part of this exhibit.

14. Clear directions to the proposed WCF site from the County seat are attached as **Exhibit I**. The name and telephone number of the preparer of **Exhibit I** is included as part of this exhibit.

15. Applicant, pursuant to a written agreement, has acquired the right to use the WCF site and associated property rights. A copy of the agreement or an abbreviated agreement recorded with the County Clerk is attached as **Exhibit J**. Also included as part of **Exhibit J** is the portion of the full agreement demonstrating that in the case of abandonment a method is provided to dismantle and remove the cellular antenna tower, including a timetable for removal.

16. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced. Central Tower ("Tower Manufacturer") performed the tower and foundation design. The tower and foundation drawings for the proposed tower submitted as part of **Exhibit C** bear the signature and stamp of W. Gray Hodge, a professional engineer registered in the Commonwealth of Kentucky. All tower designs meet or exceed applicable laws and regulations.

17. The Project Manager and Contractor for the proposed facility is General Dynamics Wireless Services, and the identity and qualifications of each person directly responsible for construction of the proposed tower are contained in the attached letter submitted as part of **Exhibit C**.

18. Based on a review of Federal Emergency Management Agency Flood Insurance Rate Maps, the registered land surveyor has noted in **Exhibit B** that the proposed WCF is not located within any flood hazard area.

19. The possibility of high winds has been considered in the design of this tower. The tower 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. The tower design is in accordance with ANSI/EIA-222-F standards, for a wind load of 85 m.p.h. basic wind speed with 1/2" radial ice.

20. The site development plan signed and sealed by a professional engineer registered in Kentucky was prepared by Charles E. Weiter. The site survey was performed by Frank L. Sellinger. Page C-1 of **Exhibit B** is drawn to a scale of no less than one (1) inch equals 200 feet, and identifies every owner of real estate within 500 feet of the proposed tower (according to the records maintained by the County Property Valuation Administrator). Every structure and every easement within 500 feet of the proposed tower or within 200 feet of the access road including intersection with the public street system is illustrated in **Exhibit B**.

21. Applicant has notified every person who, according to the records of the County Property Valuation Administrator, owns property which is within 500 feet of the proposed tower or contiguous to the site property, by certified mail, return receipt requested, of the proposed construction. Each notified property owner has been given the docket number under which the proposed Application will be processed and has been informed of their right to request intervention. A list of the nearby property owners who received the notices, together with copies of the certified letters, are attached as **Exhibit K** and **Exhibit L**, respectively.

22. Applicant has notified the Knox County Judge/Executive by certified mail, return receipt requested, of the proposed construction. This notice included the PSC docket number under which the application will be processed and informed the Knox County Judge/Executive of his/her right to request intervention. A copy of this notice is

attached as **Exhibit M**.

23. Two notice signs meeting the requirements prescribed by 807 KAR 5:063 measuring at least two (2) feet in height and four (4) feet in width with all required language in letters of required height have been posted in a visible location on the proposed site and on the nearest public road. Such signs shall remain posted for at least two (2) weeks after filing of the Application, and a copy of the posted text is attached as **Exhibit N**. Notice of the location of the proposed facility has also been published in a newspaper of general circulation in the county where the WCF is located.

24. The general area where the proposed facility is to be located is an unused mountaintop. There are no residential structures located within a 500-foot radius of the proposed tower location.

25. The process that was used by the Applicant's radio frequency engineers in selecting the site for the proposed WCF was consistent with the general process used for selecting all other existing and proposed WCF facilities within the proposed network design area. Applicant's radio frequency engineers have conducted studies and tests in order to develop a highly efficient network that is designed to serve the Federal Communications Commission licensed service area. The engineers determined an optimum area for the placement of the proposed facility in terms of elevation and location to provide the best quality service to customers in the service area. A radio frequency design search area prepared in reference to these radio frequency studies was considered by the Applicant when searching for sites for its antennas that would provide the coverage deemed necessary by the Applicant. Before beginning the site acquisition process, Applicant

carefully evaluated locations within the search area for co-location opportunities on existing structures, and no suitable towers or other existing tall structures were found in the immediate area that would meet the technical requirements for the element of the telecommunications network to be provided by the proposed facility. A map of the area in which the tower is proposed to be located which is drawn to scale and clearly depicts the necessary search area within which the site should be located pursuant to radio frequency requirements is attached as **Exhibit O**.

26. All Exhibits to this Application are hereby incorporated by reference as if fully set out as part of the Application.

27. All responses and requests associated with this Application may be directed to:

David A. Pike
Pike Legal Group, PLLC
1578 Highway 44 East, Suite 6
P. O. Box 369
Shepherdsville, KY 40165-0369
Telephone: (502) 955-4400
Telefax: (502) 543-4410

WHEREFORE, Applicant respectfully request that the PSC accept the foregoing Application for filing, and having met the requirements of KRS §§ 278.020(1), 278.650, and 278.665 and all applicable rules and regulations of the PSC, grant a Certificate of Public Convenience and Necessity to construct and operate the WCF at the location set forth herein.

Respectfully submitted,

David A. Pike
Pike Legal Group, PLLC
1578 Highway 44 East, Suite 6
P. O. Box 369
Shepherdsville, KY 40165-0369
Telephone: (502) 955-4400
Telefax: (502) 543-4410
Attorney for BellSouth Mobility, LLC,
d/b/a Cingular Wireless – Kentucky

LIST OF EXHIBITS

A - Business Entity and FCC License Documentation

B - Site Development Plan:

500' Vicinity Map
Legal Descriptions
Flood Plain Certification
Site Plan
Vertical Tower Profile

C - Tower and Foundation Design and Qualifications Statement

D - Competing Utilities, Corporations, or Persons List and Map of Like Facilities in Vicinity

E - Co-location Report

F - Application to FAA

G - Application to Kentucky Airport Zoning Commission

H - Geotechnical Report

I - Directions to WCF Site

J - Copy of Real Estate Agreement

K - Notification Listing

L - Copy of Property Owner Notification

M - Copy of County Judge/Executive Notice

N - Copy of Posted Notices

O - Copy of Radio Frequency Design Search Area

EXHIBIT A
BUSINESS ENTITY AND FCC LICENSE DOCUMENTATION

COMMONWEALTH OF KENTUCKY

JOHN Y. BROWN III
SECRETARY OF STATE

CERTIFICATE

I, JOHN Y. BROWN III, Secretary of State for the Commonwealth of Kentucky, do hereby 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 ASSUMED NAME OF

CINGULAR WIRELESS – KENTUCKY ADOPTED BY BELLSOUTH MOBILITY LLC FILED MARCH 7, 2001.

IN WITNESS WHEREOF, I have here unto set my hand and affixed my Official seal at Frankfort, Kentucky this 2ND day of July, 2003.

John Y. Brown, III

John Y. Brown, III
Secretary of State
Commonwealth of Kentucky
TB

0503086.12

COMMONWEALTH OF KENTUCKY
JOHN Y. BROWN III
SECRETARY OF STATE

John Y Brown III
Secretary of State
Received and Filed
[illegible] 2001 01 06 PM
Fee Receipt $20.00
[illegible]

CERTIFICATE OF ASSUMED NAME

This certifies that the assumed name of

CINGULAR WIRELESS - KENTUCKY

has been adopted by BELLSOUTH MOBILITY LLC

which is the "real name" of [YOU MUST CHECK ONE]

- ____ a Domestic General Partnership
- ____ a Domestic Registered Limited Liability Partnership
- ____ a Domestic Limited Partnership
- ____ a Domestic Business Trust
- ____ a Domestic Corporation
- ____ a Domestic Limited Liability Company
- ____ a Joint Venture
- ____ a Foreign General Partnership
- ____ a Foreign Registered Limited Liability Partnership
- ____ a Foreign Limited Partnership
- ____ a Foreign Business Trust
- ____ a Foreign Corporation
- _X_ a Foreign Limited Liability Company

organized and existing in the state or country of Georgia, and whose address is

5565 Glenridge Connector, Atlanta, GA 30342
Street address, if any / City / State / Zip Code

The certificate of assumed name is executed by

[signature]
Signature

Elizabeth Mussell, Asst Sec. of Manager, BellSouth Cellular Corp
Print or type name and title

March 9, 2001
Date

____
Signature

____
Print or type name and title

____
Date

SSC-236 (7/98) (See attached sheet for instructions)

COMMONWEALTH OF KENTUCKY

JOHN Y. BROWN III
SECRETARY OF STATE

CERTIFICATE

I, JOHN Y. BROWN III, Secretary of State for the Commonwealth of Kentucky, do hereby 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

BELLSOUTH MOBILITY LLC FILED OCTOBER 3, 2000.

IN WITNESS WHEREOF, I have here unto set my hand and affixed my Official seal at Frankfort, Kentucky this 2ND day of July, 2003.

John Y. Brown, III

John Y. Brown, III
Secretary of State
Commonwealth of Kentucky
TB

COMMONWEALTH OF KENTUCKY
JOHN Y. BROWN III
SECRETARY OF STATE

0503086.06

John Y. Brown III
Secretary of State
Received and Filed
10/03/2000 12:15 PM
Fee Receipt: $90.00

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
   BELLSOUTH MOBILITY LLC

3. The name of the limited liability company to be used in Kentucky is
   _____
   (If "fictitious name" is unavailable for use)

4. GEORGIA is the state or country of organization.

5. September 29, 2000 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 N/A.

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
   1100 PEACHTREE STREET, SUITE 1000, ATLANTA, GA 30309

7. The names and usual business addresses of the current managers, if any, are as follows:
   N/A _____ _____ Address
   _____ _____ Address
   (Attach a continuation, if necessary)

8. The street address of the registered office in Kentucky is
   421 West Main Street (Street) Frankfort (City) Kentucky (State) 40601 (Zip Code)
   and the name of the registered agent at that office is
   THE PRENTICE-HALL CORPORATION SYSTEM, INC.

9. This application will be effective upon filing, unless a delayed effective date and/or time is specified:
   _____
   (Delayed effective date cannot be greater than)

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.

J. R. Carbonell
Signature
JOAQUIN R. CARBONELL, VICE PRESIDENT OF SOLE MEMBER
BellSouth Type or Print Name & Title Cellular Corp.
Date: September 29, 2000

I, THE PRENTICE-HALL CORPORATION SYSTEM, INC., consent to serve as the registered agent on behalf of the limited liability company.
(Type or print name of registered agent)

Georgia Byron
Signature of Registered Agent
Georgia Byron, Asst. V.P.
Type or Print Name & Title

SLL-002 (2/98) (See attached sheet for instructions)

Federal Communications Commission
Wireless Telecommunications Bureau

Radio Station Authorization (Reference Copy)

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.

Licensee: BellSouth Personal Communications, LLC

ATTN Kellye Abernathy
BellSouth Personal Communications, LLC
17330 Preston Rd. Suite 100A
Dallas, TX 75252

FCC Registration Number (FRN): 0004205977	
Call Sign: KNKN673	**File Number:**
Radio Service: CL - Cellular	
Market Number CMA453	**Channel Block** A
Market Name Kentucky 11 - Clay	**Sub-Market Designator** 0

Grant Date	Effective Date	Expiration Date	Five Yr Build-Out Date	Print Date
08/21/2001	10/11/2002	10/01/2011	11/29/1996	09/10/2004

Site Information

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
3	36-54-29.1 N	084-08-04.7 W	479.4	83.3	1043806

Address	City	County	State	Construction Deadline
FABER CELL SITE - 0.15 MILE WEST OF I75, 0.7 MILE SSW OF INTERCHANGE 24, 2 MILES	CORBIN	WHITLEY	KY	

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	204.8	200.9	175.1	174.7	218.3	203.7	218.1	225.5
Transmitting ERP (watts)	9.100	68.700	182.780	250.000	182.780	68.700	9.100	7.050

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
4	36-44-50.1 N	084-08-43.6 W	469.7	62.2	1043812

Address	City	County	State	Construction Deadline
UPON KING MOUNTAIN 0.2 MILE NNW	WILLIAMSBURG	WHITLEY	KY	

OF SR-92 1.0 MILE ENE OF				

Antenna: 1 Azimuth (degrees from true north)	**0°**	**45°**	**90°**	**135°**	**180°**	**225°**	**270°**	**315°**
Antenna Height AAT (meters)	162.6	118.1	217.4	130.7	166.8	123.5	173.2	184.4
Transmitting ERP (watts)	49.420	48.180	74.800	55.450	51.040	45.070	71.430	49.420

Location	**Latitude**	**Longitude**	**Ground Elevation (meters)**	**Structure Hgt to Tip (meters)**		**Antenna Structure Registration No.**
5	36-53-53.3 N	083-19-24.7 W	853.4			
Address			**City**	**County**	**State**	**Construction Deadline**
0.2 mile South of US-421 Upon Pine Mountain 3 miles North of			Harlan	HARLAN	KY	

Antenna: 1 Azimuth (degrees from true north)	**0°**	**45°**	**90°**	**135°**	**180°**	**225°**	**270°**	**315°**
Antenna Height AAT (meters)	130.8	95.8	85.9	82.6	128.5	132.5	79.0	127.0
Transmitting ERP (watts)	88.000	83.100	55.500	21.300	17.600	21.700	55.500	83.100

Location	**Latitude**	**Longitude**	**Ground Elevation (meters)**	**Structure Hgt to Tip (meters)**		**Antenna Structure Registration No.**
7	36-38-29.7 N	083-46-25.0 W	917.4	64.9		1056643
Address			**City**	**County**	**State**	**Construction Deadline**
1.9 mi of sr-74,3.5 wnw of middlesboro			Middlesboro	BELL	KY	

Antenna: 1 Azimuth (degrees from true north)	**0°**	**45°**	**90°**	**135°**	**180°**	**225°**	**270°**	**315°**
Antenna Height AAT (meters)	516.5	492.9	497.0	569.1	452.2	312.4	356.6	425.7
Transmitting ERP (watts)	50.000	39.720	23.660	3.340	0.160	3.340	23.660	39.720
Antenna: 2 Azimuth (degrees from true north)	**0°**	**45°**	**90°**	**135°**	**180°**	**225°**	**270°**	**315°**
Antenna Height AAT (meters)	499.8	476.1	480.2	552.4	435.4	295.6	339.8	409.0
Transmitting ERP (watts)	0.100	0.400	11.170	8.040	0.420	0.100	0.100	0.100

Location	**Latitude**	**Longitude**	**Ground Elevation (meters)**	**Structure Hgt to Tip (meters)**		**Antenna Structure Registration No.**
9	37-08-58.7 N	083-45-07.4 W	452.6	96.0		1043808
Address			**City**	**County**	**State**	**Construction Deadline**
Manchester Shopping Center on Lucas Road			Manchester	CLAY	KY	

Antenna: 1 Azimuth (degrees from true north)	**0°**	**45°**	**90°**	**135°**	**180°**	**225°**	**270°**	**315°**
Antenna Height AAT (meters)	206.4	203.6	144.7	180.0	181.4	183.4	204.9	193.4
Transmitting ERP (watts)	89.200	123.130	114.910	123.130	89.200	20.670	11.230	20.670
Antenna: 2 Azimuth (degrees from true north)	**0°**	**45°**	**90°**	**135°**	**180°**	**225°**	**270°**	**315°**

Antenna Height AAT (meters)	206.4	203.6	144.7	180.0	181.4	183.4	204.9	193.4
Transmitting ERP (watts)	89.200	123.130	114.910	123.130	89.200	20.670	11.230	20.670

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.
12	36-58-46.0 N	083-01-30.2 W	736.8	80.5		1010610
Address			**City**	**County**	**State**	**Construction Deadline**
1 MILE N OF LYNCH ON LOONEY RIDGE			LYNCH	LEE	KY	

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	337.2	319.7	29.9	35.1	29.9	197.2	186.8	289.1
Transmitting ERP (watts)	46.060	46.060	46.060	46.060	46.060	46.060	46.060	46.060

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.
13	36-40-53.1 N	084-08-46.5 W	446.2	58.8		
Address			**City**	**County**	**State**	**Construction Deadline**
Saxton Cell Site - 1 Mile West of Highway 25 at Pleasantview			Pleasantview	WHITLEY	KY	

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	168.6	165.9	89.9	120.8	107.1	45.1	105.6	151.0
Transmitting ERP (watts)	14.450	39.810	52.480	37.150	41.690	48.980	19.950	8.510

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.
14	36-52-13.8 N	083-24-54.2 W	835.2	80.5		1007945
Address			**City**	**County**	**State**	**Construction Deadline**
MOLUS CELL SITE - 5.5 MILES SOUTHWEST OF HARLAN			MOLUS	HARLAN	KY	

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	347.1	309.2	367.1	350.3	318.9	451.1	327.9	369.1
Transmitting ERP (watts)	21.100	11.070	5.300	7.840	17.150	22.610	16.000	17.150

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.
15	37-07-44.0 N	083-50-14.0 W	399.9	94.8		1043631
Address			**City**	**County**	**State**	**Construction Deadline**
HOOKER CELL SITE			Manchester	CLAY	KY	

Antenna: 1 Azimuth (degrees from true north)	**0°**	**45°**	**90°**	**135°**	**180°**	**225°**	**270°**	**315°**
Antenna Height AAT (meters)	133.6	173.3	133.2	109.7	125.2	107.8	99.4	138.6
Transmitting ERP (watts)	58.990	44.380	49.690	57.630	15.670	1.840	3.180	31.960

Control Points

Control Point No.	Address	City	County	State	Telephone Number
1	1650 LYNDON FARMS COURT	LOUISVILLE		KY	(502)329-4700

Waivers/Conditions

WE MAKE NO FINDING IN THESE CASES THE ISSUES RAISED IN FOOTNOTE 3 OF LA STAR CELLULAR TELEPHONE COMPANY, 7 FF Rcd 3762 (1992). THEREFORE, THESE GRANTS OF TRANSFERS/ASSIGNMENTS ARE CONDITIONED ON ANY SUBSEQUENT ACTION THE COMMISSION MAY TAKE CONCERING THE

The Cellular Geographic Service Areas of the following cellular systems (listed by call sign) have been combined: KNKN861, KNKN841 and KNKN673.

Conditions
Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. Section 310(d). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended. See 47 U.S.C. Section 706.

FCC 601 - C
August 2002

CLOSE WINDOW

EXHIBIT B

SITE DEVELOPMENT PLAN:

500' VICINITY MAP
LEGAL DESCRIPTIONS
FLOOD PLAIN CERTIFICATION
SITE PLAN
VERTICAL TOWER PROFILE

LOGAN GAP
SITE ID: 6101

440 OLD PRICHARD HOLLOW ROAD
KNOX COUNTY
BRYANTS STORE, KENTUCKY 40921

PROPOSED 300' SELF SUPPORT TOWER
WITH MULTIPLE CARRIERS

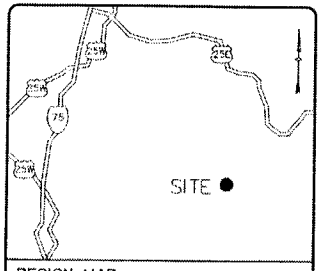
cingular SM WIRELESS

GENERAL DYNAMICS WIRELESS
1650 LYNDON FARMS COURT
LOUISVILLE, KENTUCKY 40223
CONTACT: BRIAN JOHNS
PHONE: (502) 426-9103

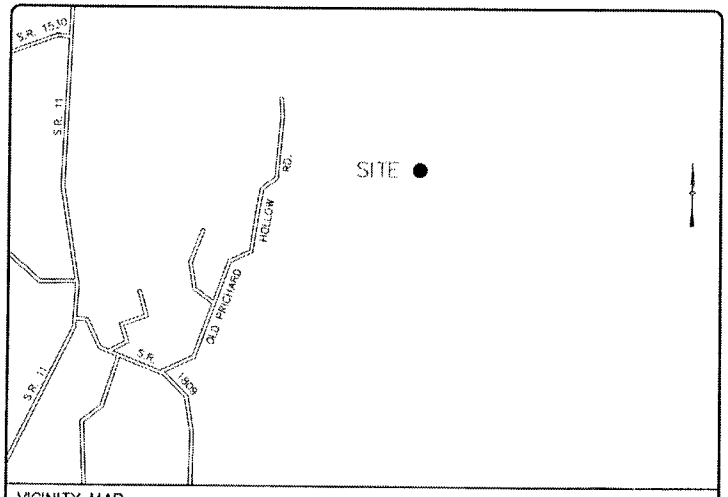
PROJECT MANAGER

UTILITY PROTECTION NOTE

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE UTILITY PROTECTION CENTER, PHONE 1-800-752-6007, WHICH WAS ESTABLISHED TO PROVIDE ACCURATE LOCATIONS OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE UTILITY PROTECTION CENTER 48 HOURS IN ADVANCE OF ANY CONSTRUCTION ON THIS PROJECT. ALL NEW SERVICE AND GROUNDING TRENCHES PROVIDE A WARNING TAPE @ 12 INCHES BELOW GRADE.



REGION MAP SCALE: NONE



VICINITY MAP SCALE: NONE

ARCHITECTURAL DESIGN ENGINEER

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

SURVEYING

F.S. Land Company
T. Alan Neel Company

FS LAND
Land Surveyors and Consulting Engineering
PO Box 17546, 2311/2315 Crittenden Drive
Louisville, Kentucky 40217
Phone: (502) 635-5866, (502) 636-5111
Fax: (502) 636-3263

DIRECTIONS FROM COUNTY SEAT:
FROM BARBOURVILLE, TAKE STATE ROAD 11 SOUTHWEST TO ROUTE 1809. TURN LEFT ON ROUTE 1809 AND TAKE THE FIRST LEFT TO OLD PRICHARD HOLLOW ROAD. THE SITE WILL BE AT 440 OLD PRICHARD HOLLOW ROAD.

DIRECTIONS FROM LOUISVILLE:
FROM LOUISVILLE, TAKE I-64 EAST TO I-75 SOUTH. TAKE I-75 SOUTH TO U.S. HWY 25E (EXIT 29). TAKE U.S. HWY 25E EAST TO S.R. 11 IN BARBOURVILLE. TURN RIGHT ON S.R. 11 AND CONTINUE SOUTHWEST TO ROUTE 1809. TURN LEFT ON ROUTE 1809 AND TAKE THE FIRST LEFT TO OLD PRICHARD HOLLOW ROAD. THE SITE WILL BE AT 440 OLD PRICHARD HOLLOW ROAD.

DIRECTIONS TO SITE

SITE NAME
LOGAN GAP

SITE ADDRESS
440 OLD PRICHARD HOLLOW RD.
BRYANTS STORE, KY 40921

1A COORDINATES:
LAT: 36°48'00.48" N
LONG: 83°55'45.44" W
ELEV: 1570'

PROPERTY OWNER
MICHAEL & BRIAN STAPLETON
440 OLD PRICHARD HOLLOW RD.
BRYANTS STORE, KY 40921

APPLICANT
BELLSOUTH MOBILITY LLC
1650 LYNDON FARMS COURT
LOUISVILLE, KENTUCKY 40223
CONTACT: CHRIS THARP
PHONE: (502) 394-7524

MAP NUMBER
61

PARCEL NUMBER
27

LEASE AREA
LEASE AREA = 10,000 S.F.

SOURCE OF TITLE
DEED BOOK 323, PAGE 202 & 204

PROJECT INFORMATION

INDEX OF ZONING DRAWINGS

SHEET NUMBER	DESCRIPTION
T-1	TITLE SHEET & SHEET INDEX
C-1	500' RADIUS VICINITY MAP
C-2	SURVEY PLAN
Z-3	SITE LAYOUT
Z-4	NORTH & SOUTH ELEVATION
Z-5	EAST & WEST ELEVATION

SHEET INDEX

ELECTRIC COMPANY
CUMBERLAND VALLEY ELECTRIC
CONTACT: CHAD FERGUSON
PHONE: (606) 528-2677

TELEPHONE COMPANY
ALLTEL
CONTACT: KENT MONTGOMERY
PHONE: (606) 878-3264

UTILITY CONTACTS

cingular WIRELESS

GENERAL DYNAMICS
Wireless Services

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

COMMONWEALTH OF KENTUCKY
CHARLES E. VEITER
11220
LICENSED PROFESSIONAL ENGINEER

Charles E. Veiter

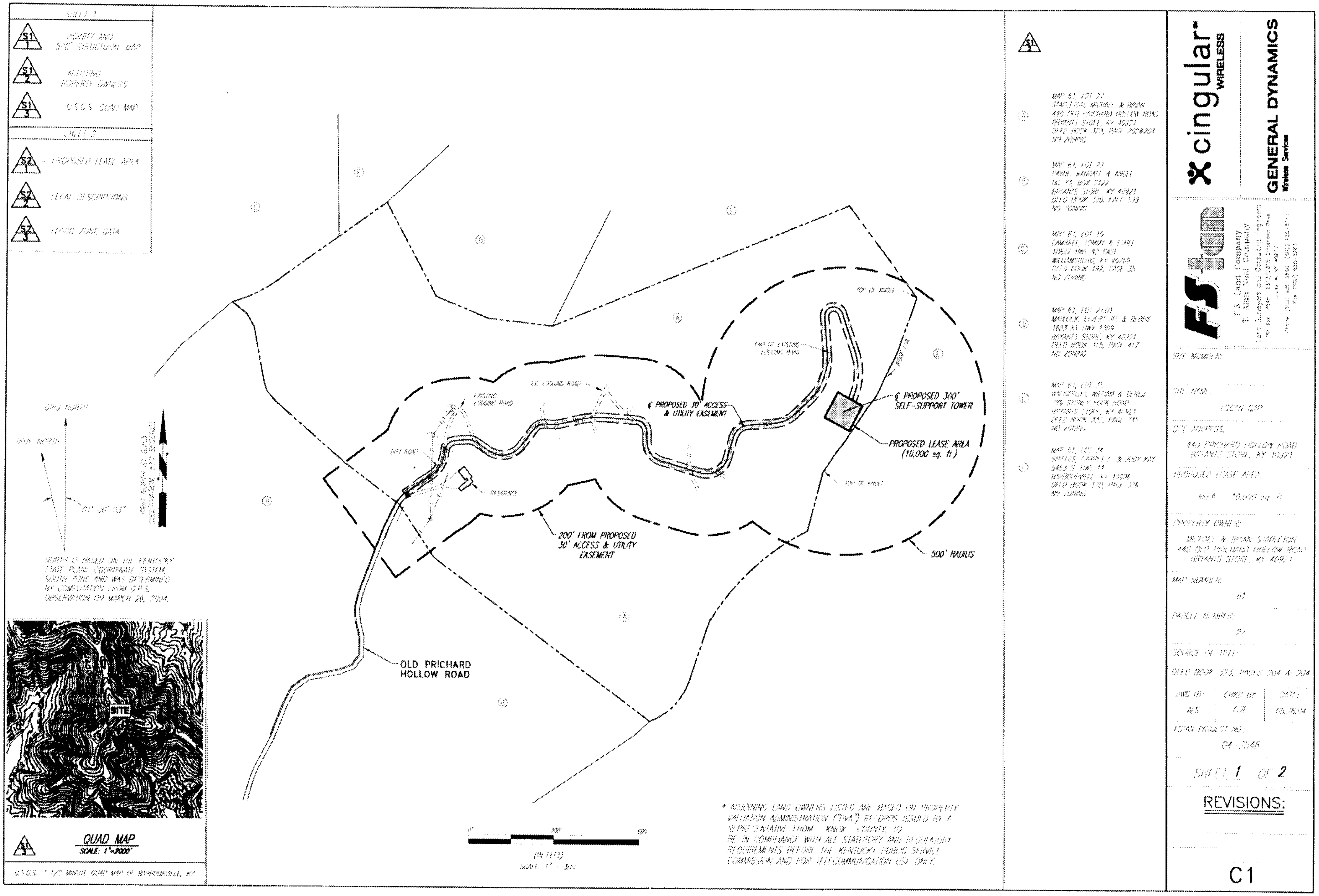
SITE NAME: LOGAN GAP
SITE I.D.: 6101
SITE ADDRESS: 440 OLD PRICHARD HOLLOW RD. BRYANTS STORE, KY 40921
LEASE AREA: 10,000 S.F.
PROPERTY OWNER: MICHAEL & BRIAN STAPLETON 440 OLD PRICHARD HOLLOW RD. BRYANTS STORE, KY 40921
MAP NUMBER: 61
PARCEL NUMBER: 27
SOURCE OF TITLE: DEED BOOK 323, PAGE 202 & 204
LATITUDE: 36°48'00.48" N
LONGITUDE: 83°55'45.44" W

NO.	REVISION/ISSUE	DATE
1.	ISSUE FOR COMMENT	7/09/04
2.	CINGULAR REVISIONS	8/25/04

TITLE: TITLE SHEET, SITE INFO AND SHEET INDEX

SHEET: T-1

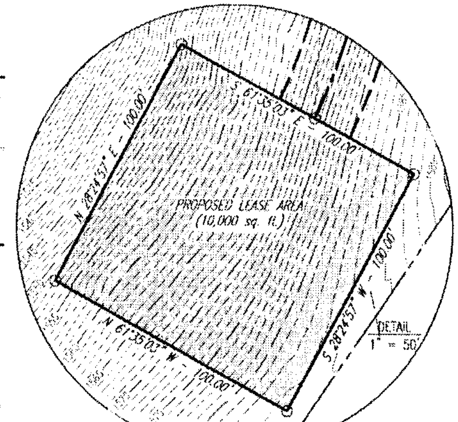
J:\General Dynamics\Logan Gap\Logan Gap-T1.dwg

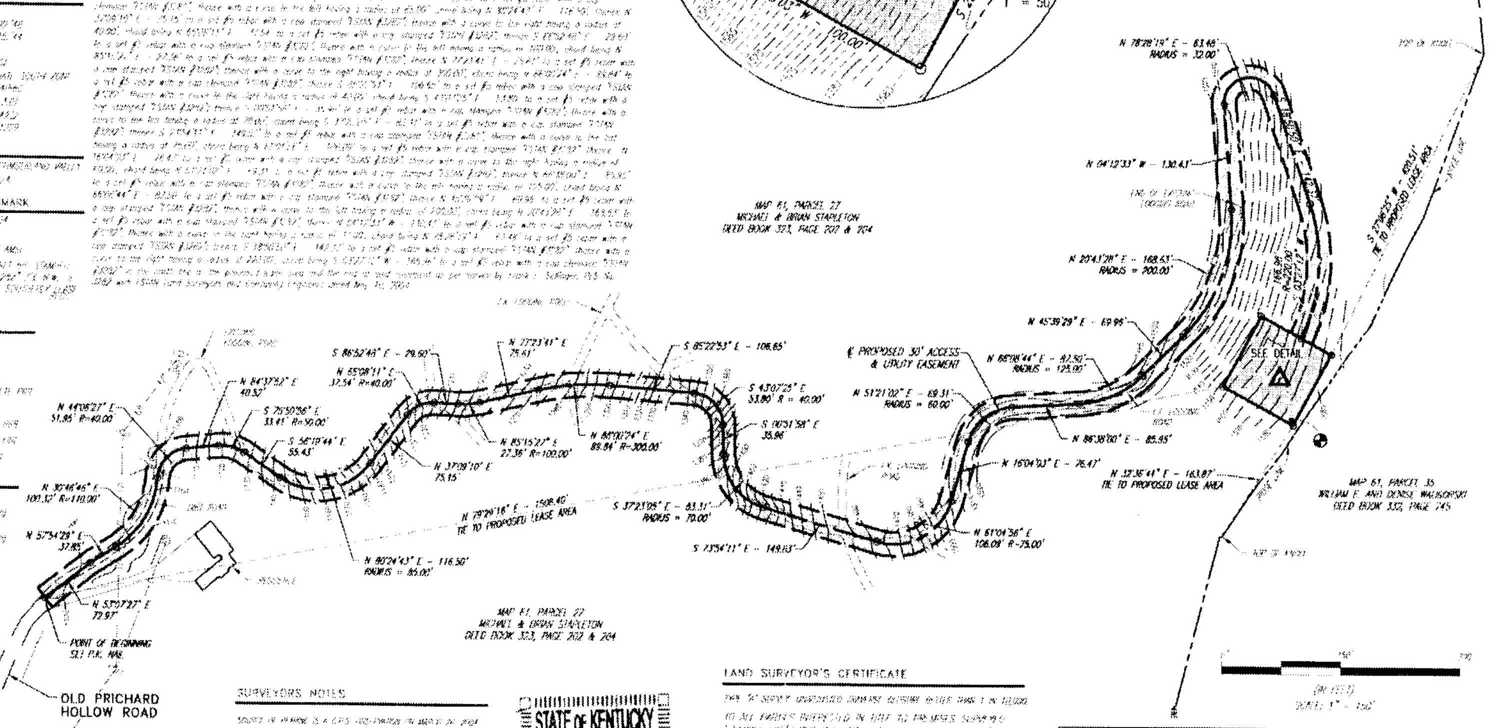

cingular WIRELESS
GENERAL DYNAMICS
Wireless Services
F.S. Land Company
£ PROPOSED 360' SELF-SUPPORT TOWER
PROPOSED LEASE AREA (10,000 sq. ft.)
£ PROPOSED 30' ACCESS & UTILITY EASEMENT
200' FROM PROPOSED 30' ACCESS & UTILITY EASEMENT
500' RADIUS
OLD PRICHARD HOLLOW ROAD
QUAD MAP
SCALE: 1"=2000'
SITE
SHEET 1 OF 2
REVISIONS:
C1

LEGAL DESCRIPTIONS:

PROPOSED LEASE AREA

CENTERLINE OF PROP. 30' ACCESS & UTILITY EASEMENT





UNDERGROUND UTILITIES
BEFORE YOU DIG

ABBREVIATIONS

SYMBOL LEGEND

LINE LEGEND

COORDINATE POINT LOCATION

POWER POLE

PROJECT BENCHMARK

SURVEYORS NOTES

LAND SURVEYOR'S CERTIFICATE

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

5-12-04

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

cingular WIRELESS

GENERAL DYNAMICS
Wireless Services

FS Land Company
T. Alan Neal Company

SITE NAME:
SITE ADDRESS:
440 PRICHARD HOLLOW ROAD
PROPOSED LEASE AREA:
AREA = 10,000 sq. ft.
PROPERTY OWNER:
MICHAEL & BRIAN STAPLETON
MAP NUMBER:
61
PARCEL NUMBER:
27
SOURCE OF TITLE:
DEED BOOK 323, PAGE 202 & 204
FSLAN PROJECT NO.:
04-2548

SHEET 2 OF 2

REVISIONS:

C2

SITE PLAN NOTES

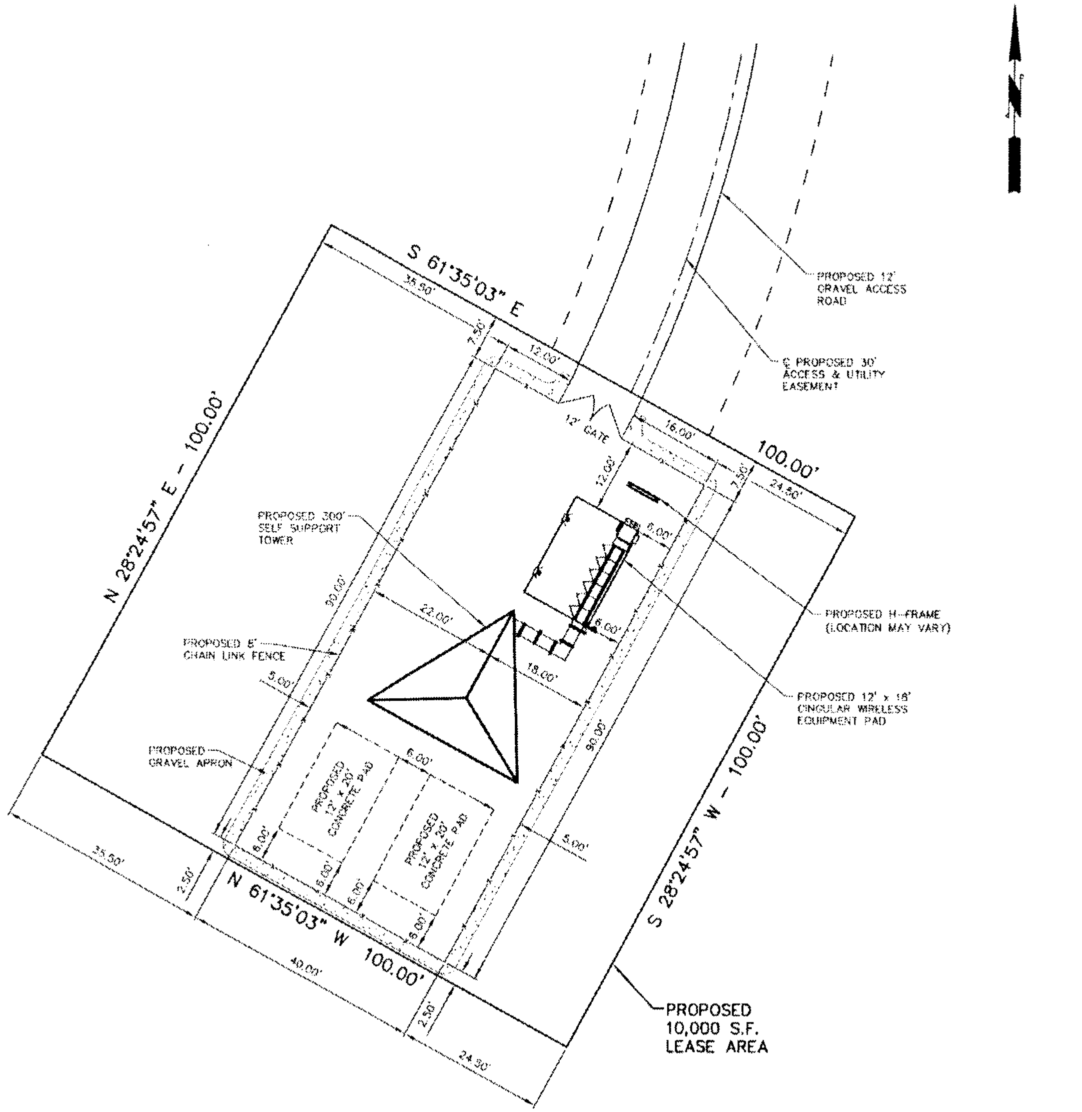
THE PROPOSED DEVELOPMENT IS FOR A 300 FOOT SELF SUPPORT TOWER WITH MULTIPLE CABINETS. ITS LOCATION IS AT 440 OLD PRICHARD HOLLOW RD., BRYANTS STORE, KENTUCKY 40921.

THE TOWER WILL BE ACCESSED BY A PROPOSED STABILIZED DRIVE FROM AN EXISTING ASPHALT ROADWAY (OLD PRICHARD HOLLOW RD.) A PUBLIC RIGHT OF WAY. THE ACCESS ROAD IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE LOCAL HIGHWAY/ DEPARTMENT OF TRANSPORTATION STANDARDS. WATER, SANITARY SEWER, AND WASTE COLLECTIONS SERVICES ARE NOT REQUIRED FOR THE PROPOSED DEVELOPMENT.

CENTERLINE OF EXISTING TOWER GEOGRAPHIC LOCATIONS:
LATITUDE: 36°48'00.48" N 1815512.4932 N
LONGITUDE: 83°55'45.44" W 2173477.1229 E

NOTE:

1. REMOVE ALL VEGETATION & CLEAN AREA WITHIN LEASE AREA (WHERE REQUIRED)
2. FINISH GRADING TO PROVIDE EFFECTIVE DRAINAGE W/ A SLOPE OF NO LESS THAN ONE EIGHTH (1/8") PER FOOT FLOWING AWAY FROM EQUIP. FOR A MIN. DISTANCE OF SIX FEET (6') IN ALL DIRECTIONS.
3. LOCATE ALL U.G. UTILITIES PRIOR TO ANY CONSTRUCTION
4. COMPOUND FINISHED SURFACES TO BE FENCED



LEGEND

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

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 20 ft.

J:\General Dynamics\Logan Gap\Logan Gap-Z3.dwg

cingular WIRELESS

GENERAL DYNAMICS
Wireless Services

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

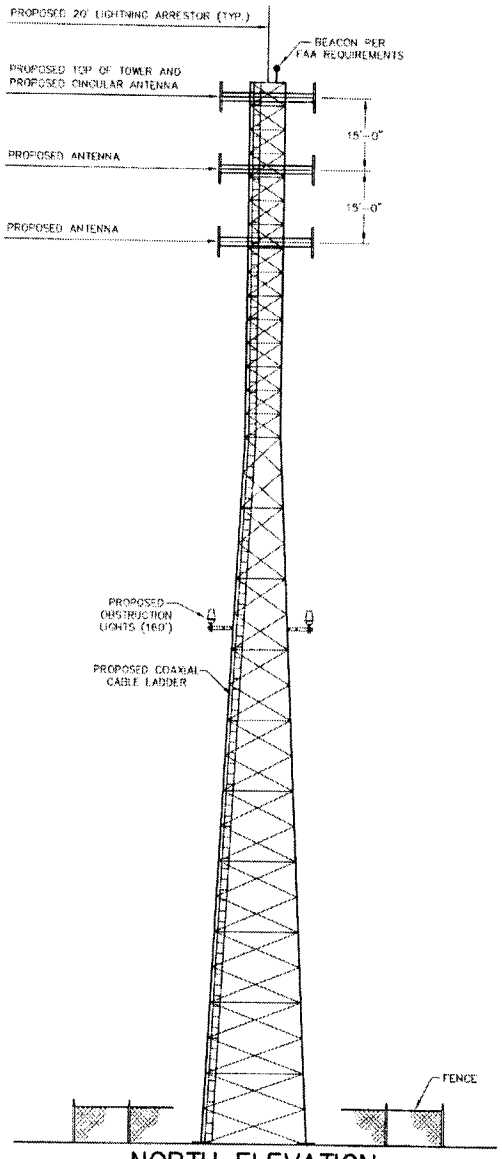
STATE OF KENTUCKY
CHARLES E. WEITER
11220
LICENSED PROFESSIONAL ENGINEER

SITE NAME:	LOGAN GAP
SITE I.D.:	6101
SITE ADDRESS:	440 OLD PRICHARD HOLLOW RD. BRYANTS STORE, KY 40921
LEASE AREA:	10,000 S.F.
PROPERTY OWNER:	MICHAEL & BRIAN STAPLETON 440 OLD PRICHARD HOLLOW RD. BRYANTS STORE, KY 40921
MAP NUMBER:	61
PARCEL NUMBER:	27
SOURCE OF TITLE:	DEED BOOK 323, PAGE 202 & 204
LATITUDE:	36°48'00.48" N
LONGITUDE:	83°55'45.44" W

NO.	REVISION/ISSUE	DATE
1.	ISSUE FOR COMMENT	7/09/04
2.	CINGULAR REVISIONS	8/25/04

TITLE: SITE LAYOUT

SHEET: Z-3

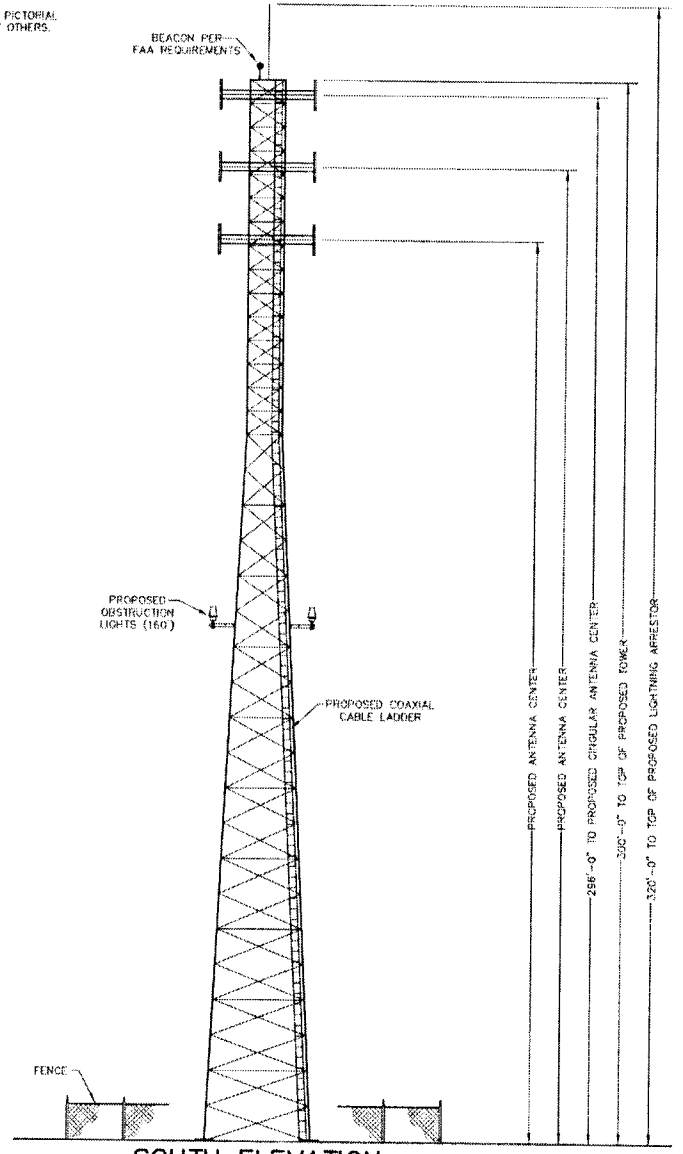


NORTH ELEVATION

NOT TO SCALE

NOTE:

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



SOUTH ELEVATION

NOT TO SCALE

J:\General Dynamics\Logan Gap\Logan Gap-Z4.dwg

cingular WIRELESS

GENERAL DYNAMICS
Wireless Services

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

STATE OF KENTUCKY
CHARLES E. WEITER
11220
LICENSED PROFESSIONAL ENGINEER

SITE NAME: LOGAN GAP

SITE I.D.: 6101

SITE ADDRESS: 440 OLD PRICHARD HOLLOW RD. BRYANTS STORE, KY 40921

LEASE AREA: 10,000 S.F.

PROPERTY OWNER: MICHAEL & BRIAN STAPLETON 440 OLD PRICHARD HOLLOW RD. BRYANTS STORE, KY 40921

MAP NUMBER: 61

PARCEL NUMBER: 27

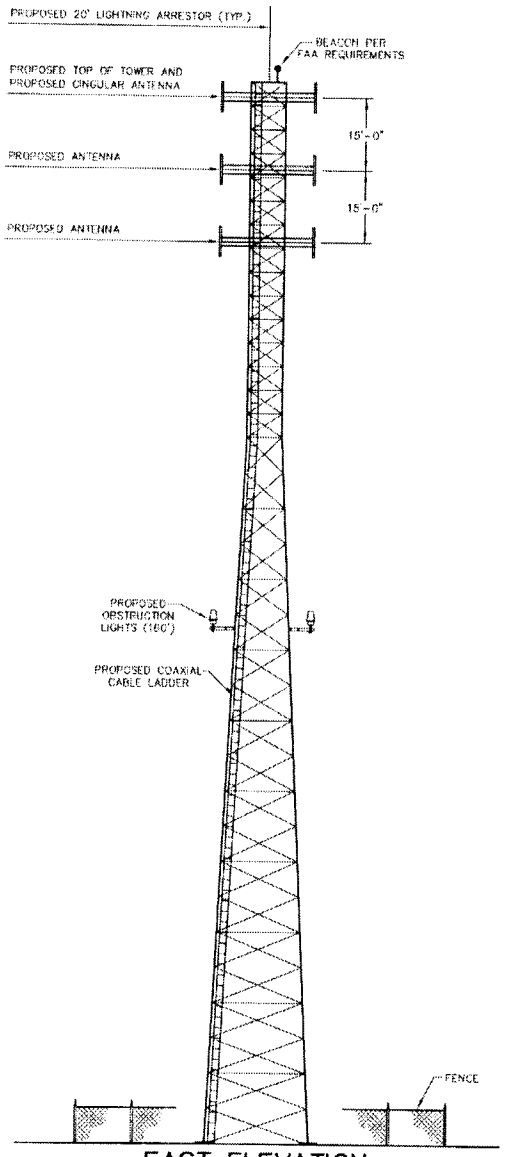
SOURCE OF TITLE: DEED BOOK 323, PAGE 202 & 204

LATITUDE: 36°48'00.48" N
LONGITUDE: 85°55'45.44" W

NO.	REVISION/ISSUE	DATE
1.	ISSUE FOR COMMENT	7/09/04
2.	CINGULAR REVISIONS	8/25/04

TITLE: NORTH / SOUTH ELEVATIONS

SHEET: Z-4

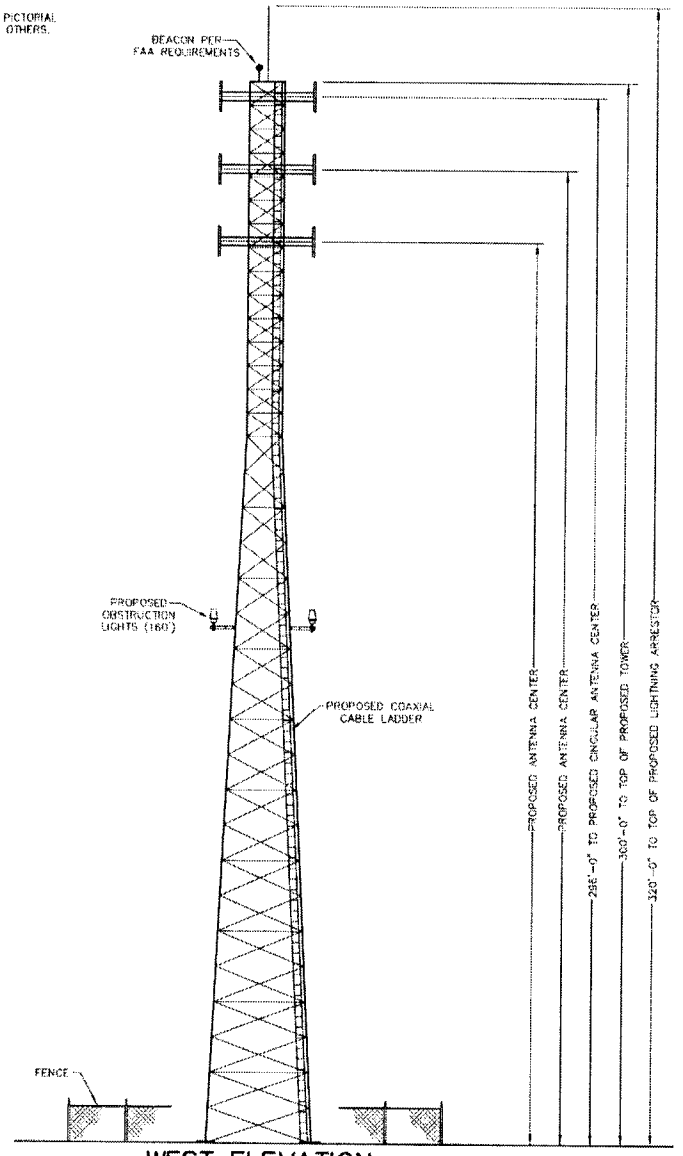


EAST ELEVATION

NOT TO SCALE

NOTE:

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



WEST ELEVATION

NOT TO SCALE

J:\General Dynamics\Logan Gap\Logan Gap-Z5.dwg

cingular WIRELESS

GENERAL DYNAMICS
Wireless Services

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

STATE OF KENTUCKY
CHARLES E. WEITER
11220
LICENSED
PROFESSIONAL ENGINEER

SITE NAME: LOGAN GAP

SITE I.D.: 6101

SITE ADDRESS: 440 OLD PRICHARD HOLLOW RD. BRYANTS STORE, KY 40921

LEASE AREA: 10,000 S.F.

PROPERTY OWNER: MICHAEL & BRIAN STAPLETON 440 OLD PRICHARD HOLLOW RD. BRYANTS STORE, KY 40921

MAP NUMBER: 51

PARCEL NUMBER: 27

SOURCE OF TITLE: DEED BOOK 323, PAGE 202 & 204

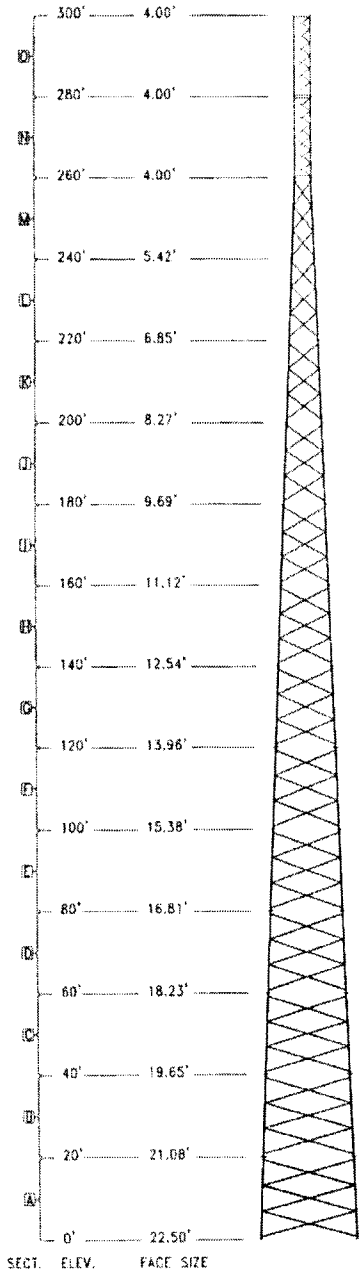
LATITUDE: 36°48'00.48" N
LONGITUDE: 85°55'45.44" W

NO.	REVISION/ISSUE	DATE
1.	ISSUE FOR COMMENT	7/09/04
2	CINGULAR REVISIONS	8/25/04

TITLE: EAST / WEST ELEVATIONS

SHEET: Z-5

EXHIBIT C
TOWER AND FOUNDATION DESIGN
AND
STATEMENT OF QUALIFICATIONS

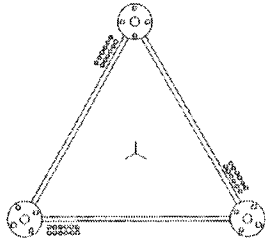


MEMBER CHART

SECTION	ELEVATION	FACE SIZE	LEGS	GIRTS		CLIMBING	SECTION WEIGHT (lbs.)
				DIAGONALS	HORIZONTALS		
A	0' - 20'	22.50' - 21.08'	4-3/4	L 3-1/2 x 3-1/2 x 5/16	N/A	NOTE: 3	7175
B	20' - 40'	21.08' - 19.65'	4-3/4	L 3-1/2 x 3-1/2 x 1/4	N/A	NOTE: 3	6475
C	40' - 60'	19.65' - 18.23'	4-1/2	L 3-1/2 x 3-1/2 x 1/4	N/A	NOTE: 3	5950
D	60' - 80'	18.23' - 16.81'	4-1/2	L 3-1/2 x 3-1/2 x 1/4	N/A	NOTE: 3	5800
E	80' - 100'	16.81' - 15.38'	4-1/4	L 3 x 3 x 1/4	N/A	NOTE: 3	5050
F	100' - 120'	15.38' - 13.96'	4-1/4	L 3 x 3 x 3/16	N/A	NOTE: 3	4575
G	120' - 140'	13.96' - 12.53'	4	L 3 x 3 x 3/16	N/A	NOTE: 3	4075
H	140' - 160'	12.53' - 11.12'	4	L 2-1/2 x 2-1/2 x 3/16	N/A	NOTE: 3	3750
I	160' - 180'	11.12' - 9.69'	3-3/4	L 2-1/2 x 2-1/2 x 3/16	N/A	NOTE: 3	3350
J	180' - 200'	9.69' - 8.27'	3-3/4	L 2 x 2 x 3/16	N/A	NOTE: 3	3175
K	200' - 220'	8.27' - 6.85'	3-1/2	L 2 x 2 x 3/16	N/A	NOTE: 3	2825
L	220' - 240'	6.85' - 5.42'	3-1/4	L 2 x 2 x 3/16	N/A	NOTE: 3	2500
M	240' - 260'	5.42' - 4.00'	3-1/4	L 2 x 2 x 3/16	N/A	NOTE: 3	2450
N	260' - 280'	4.00'	2-1/4	1 S.R.	1 S.R.	NOTE: 3	1575
O	280' - 300'	4.00'	1-3/4	7/8 S.R.	7/8 S.R.	NOTE: 3	1075

Feedline Distribution Information

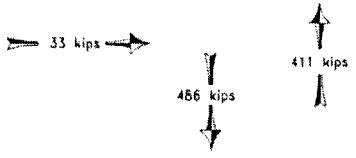
1) The Tower Structure Is Designed According To The Feedline Distribution Information Provided.



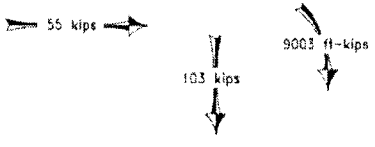
ANTENNA INFORMATION

ANTENNA	ELEVATION	LINE
(12) DB854DG85ESX	@ 300'	1-5/8
(12) DB854DG85ESX	@ 285'	1-5/8
(12) DB854DG85ESX	@ 270'	1-5/8

MAX INDIVIDUAL LEG LOADS

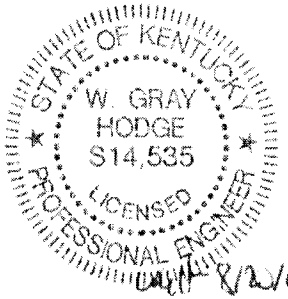


MAX TOTAL FOUNDATION LOAD



DESIGN & DRAWING NOTES:

1) SOME DETAIL HAS BEEN OMITTED FOR CLARITY OF ILLUSTRATION.
2) TOWER STRUCTURE IS DESIGNED IN ACCORDANCE WITH ANSI/EIA-222-F STANDARDS FOR A BASIC WIND SPEED OF 85 MPH WITH 1/2" ICE.
3) TOWER DESIGNED FOR STEP BOLTS AND DOUBLE STACKED CLIP-ON WAVEGUIDE LADDERS.
4) ALL LEG & LEG FLANGE PL MATERIAL IS ASTM A-572 GRADE 50 (Fy ≥ 50 ksi). ALL OTHER MATERIAL IS ASTM A36 (Fy ≥ 36 ksi).
5) SECTIONS A - M ARE 3-BAY X-BRACED
   SECTIONS N - O ARE 6-BAY X-BRACED
6) (8) 1-1/4" ø ASTM A449 ANCHOR BOLTS REQUIRED PER LEG.



8/20/04

REV. #	DESCRIPTION	DATE	APP.

DRAWN A.W.L. DATE 8-18-04
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

TOLERANCES
.X ± 1/32" ANGLES ± 1°
.XX ± 1/32" DRILLED HOLES ± 1/32"
.XXX ± 1/16" BURNED HOLES ± 1/16"

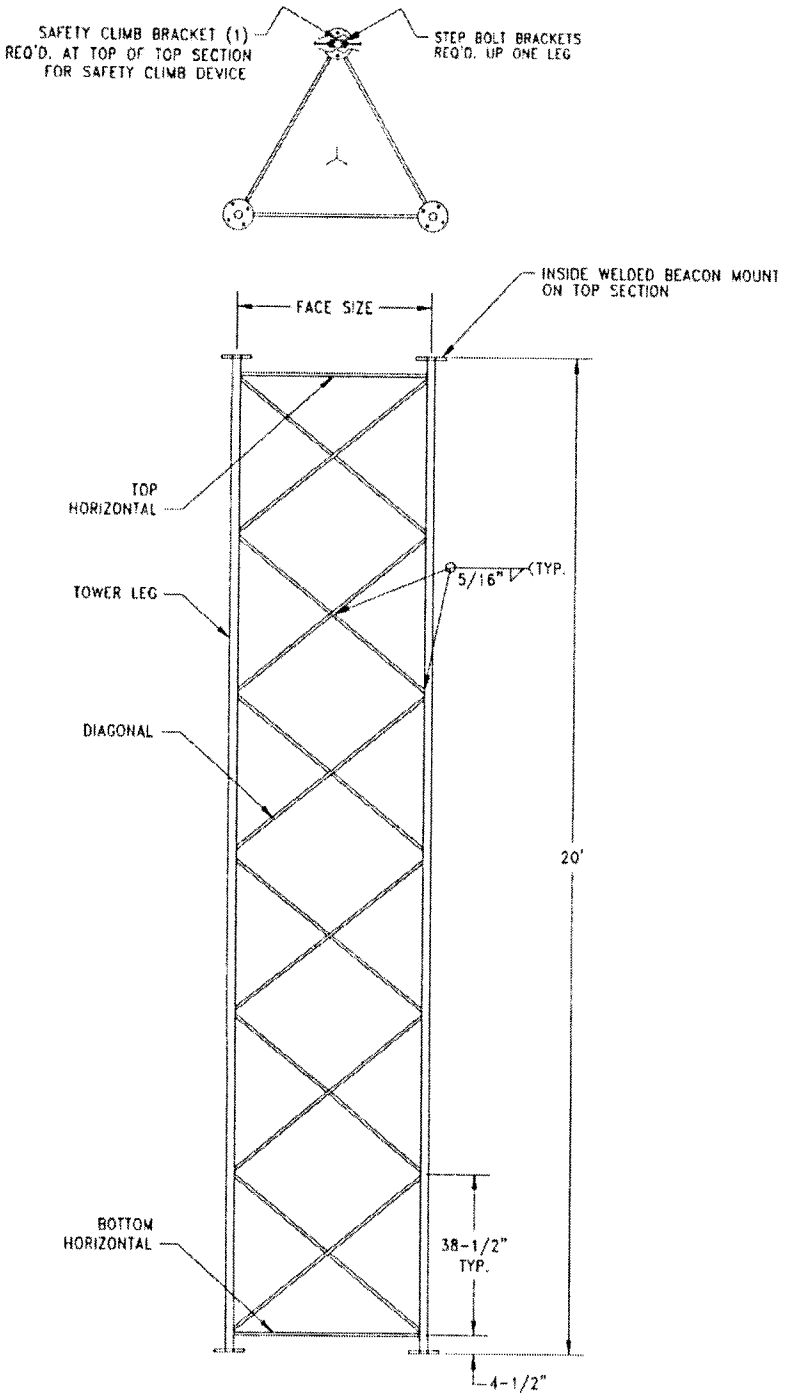
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

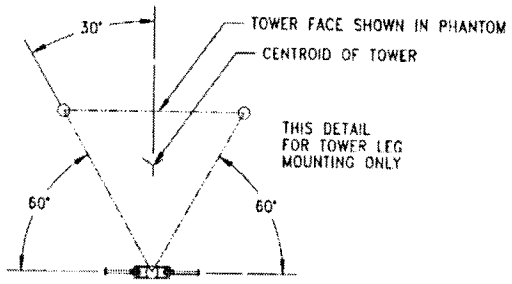
CENTRAL TOWER
A DIELECTRIC COMPANY
PH# (812) 853-0595
FAX# (812) 853-6852
2855 HIGHWAY 261
NEWBURGH, IN. 47630

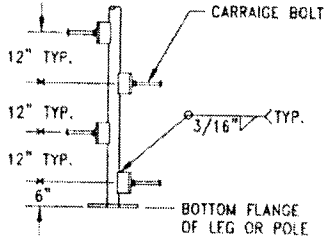
TITLE
Elevation View & Member Information
LOGAN GAP, KY.

DWG NO. S2323T-1 REV 0

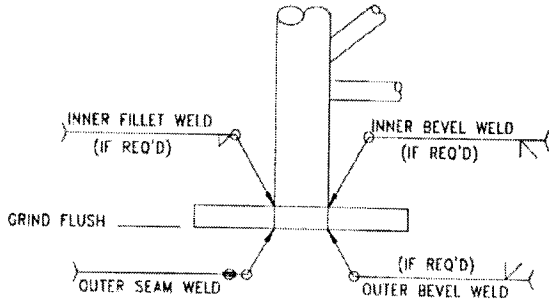
DO NOT SCALE DRAWING







FLANGE WELD DETAIL
(SEE FLANGE CHART FOR WELD SIZES)



SECTION NOTES:

1) SEE MEMBER CHART FOR APPROPRIATE SECTION LABEL, LEG & INNER MEMBER SIZE.
2) SEE FLANGE CHART FOR APPROPRIATE FLANGE SIZE.
3) SOME DETAIL HAS BEEN OMITTED FOR CLARITY OF ILLUSTRATION

REV. #	DESCRIPTION	DATE	APP.

DRAWN	J.J.B.	DATE 11-15-99
CHECK		DATE
APPROVAL		DATE

THIRD ANGLE PROJECTION

TOLERANCES

X.X	3/32"	ANGLES ± 2°
.XX±	3/32"	DRILLED HOLES ± 1/32"
.XXX±	1/16"	BURNED HOLES ± 1/16"

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

CENTRAL TOWER
A DIELECTRIC COMPANY
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE
WELDED SECTION DETAILS

DWG NO. STNDPG-(2) REV 0

DO NOT SCALE DRAWING

PAD

REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
#9 GRADE 60	33'-6"	138	4623'

PIER (verts) (Total for 3 Piers)

REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
#7 GRADE 60	6' - 8"	96	640'

PIER (ties) (Total for 3 Piers)

REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
#4 GRADE 60	42" ø	27	297'

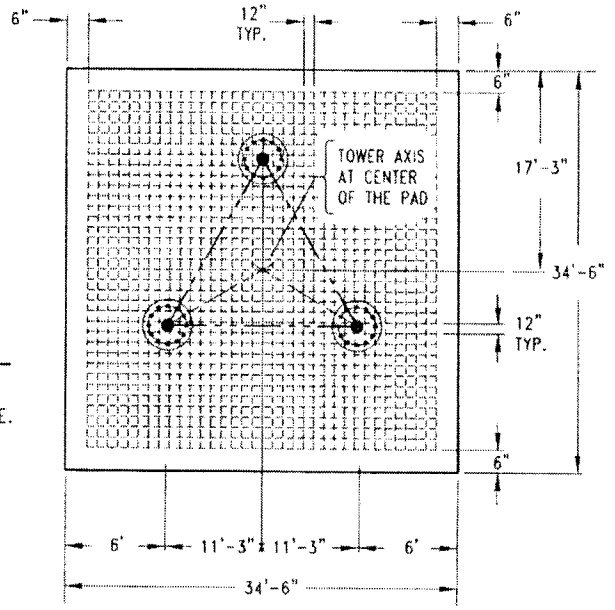
APPROXIMATE CONCRETE REQ'D = 83-1/4 yd^3

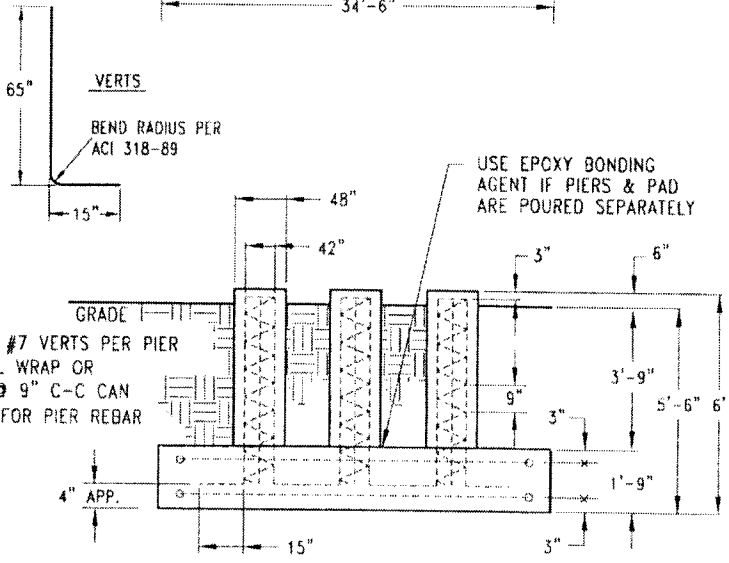
REBAR SPLICING CHART

BAR SIZE	SPLICE LENGTH
3	15"
4	17"
5	21"
6	26"
7	30"
8	36"
9	46"
10	58"
11	71"

SPLICING NOTES:

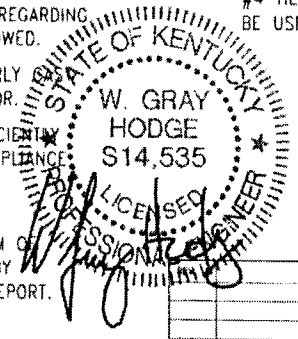
1) STAGGER ALL SPLICES.
2) SPLICE CHART IS BASED ON 3000 PSI CONCRETE.
3) SPLICE REBAR ONLY WHEN NECESSARY.





NOTES:

1) ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ACI 301 AND ACI318.
2) THIS FOUNDATION IS DESIGNED TO CONFORM ACI 318-99 AND ANSI/EIA-222-F STANDARDS UTILIZING THE SOILS REPORT PREPARED BY TERRACON. DATED 8-12-04. A COPY SHALL BE PROVIDED TO THE FOUNDATION CONTRACTOR. SOIL CONDITIONS THAT DIFFER FROM THOSE DESCRIBED IN THE REPORT SHALL BE BROUGHT TO THE ATTENTION OF THE RESIDENT ENGINEER/INSPECTOR. ALL COMMENTS OR RECOMMENDATIONS REGARDING CONSTRUCTION TESTING OR CONSTRUCTION MONITORING SHALL BE STRICTLY FOLLOWED.
3) ALL CONCRETE SHALL BE 3000 PSI AT 28 DAYS. CYLINDERS SHALL BE PROPERLY C... WITH COPIES OF THE TEST REPORTS GOING TO THE RESIDENT ENGINEER/INSPECTOR.
4) ALL ADMIXTURES MUST BE ADDED SEPARATELY INTO FRESH CONCRETE AND SUFFICIENTLY MIXED. A NON-CORROSIVE CONCRETE SET ACCELERATE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE C. A WATER REDUCING ADMIXTURE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE A.
5) ALL BACKFILL SHALL BE PLACED IN 9 INCH LIFTS AND COMPACTED TO A MINIMUM O... 95 PERCENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY AS MEASURED BY ASTM D-698 UNLESS MORE STRINGENT COMPACTION IS REQUIRED BY THE SOIL REPORT.
6) MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
7) CROWN TOP OF PIER FOR DRAINAGE AND CHAMFER ALL EXPOSED CONCRETE EDGES 1 INCH.
8) ROCK MAY BE ENCOUNTERED.



DESCRIPTION	DATE	APP.

DRAWN A.W.L. DATE 8-18-04
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

TOLERANCES
.XX ± 3/32" ANGLES ± 2°
.XXX ± 3/32" DRILLED HOLES ø1/32"
.XXX ± 1/16" BURNED HOLES ø1/16"

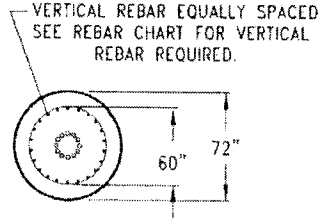
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

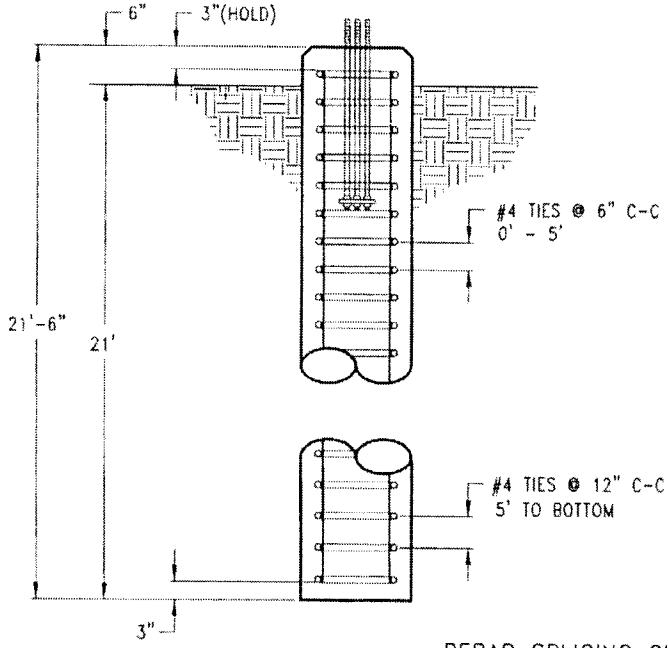
CENTRAL TOWER
A DIELECTRIC COMPANY
PH# (812) 853-0595
FAX# (812) 853-6852
2855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE
BASE FOUNDATION DESIGN (OPTION #1)
LOGAN GAP, KY.

DWG NO. S2323T-F1 REV 0

DO NOT SCALE DRAWING





REBAR CHART (1)-CAISSON

REBAR	REBAR SIZE	REBAR LENGTHS	REBAR DIA.	pcs. OF REBAR	TOTAL FT.
VERTS	#9 GRADE 60	21'	N/A	28	588'
TIES	#4 GRADE 60	N/A	60" ø	26	409'

REBAR CHART (3)-CAISSONS

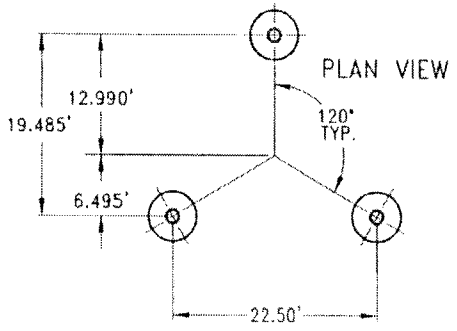
REBAR	REBAR SIZE	REBAR LENGTHS	REBAR DIA.	pcs. OF REBAR	TOTAL FT.
VERTS	#9 GRADE 60	21'	N/A	84	1764'
TIES	#4 GRADE 60	N/A	60" ø	78	1227'

APPROXIMATE CONCRETE REQ'D PER CAISSON = 22 YD^3

TOTAL CONCRETE = 66 YD^3

NOTES:

1) ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ACI 301 AND ACI318.
2) THIS FOUNDATION IS DESIGNED TO CONFORM ACI 318-99 AND ANSI/EIA-222-F STANDARDS UTILIZING THE SOILS REPORT PREPARED BY TERRACON. DATED 8-12-04. A COPY SHALL BE PROVIDED TO THE FOUNDATION CONTRACTOR. SOIL CONDITIONS THAT DIFFER FROM THOSE DESCRIBED IN THE REPORT SHALL BE BROUGHT TO THE ATTENTION OF THE RESIDENT ENGINEER/INSPECTOR. ALL COMMENTS OR RECOMMENDATIONS REGARDING CONSTRUCTION TESTING OR CONSTRUCTION MONITORING SHALL BE STRICTLY FOLLOWED.
3) ALL CONCRETE SHALL BE 3000 PSI AT 28 DAYS. CYLINDERS SHALL BE PROPERLY CAST WITH COPIES OF THE TEST REPORTS GOING TO THE RESIDENT ENGINEER/INSPECTOR.
4) ALL ADMIXTURES MUST BE ADDED SEPARATELY INTO FRESH CONCRETE AND SUFFICIENTLY MIXED. A NON-CORROSIVE CONCRETE SET ACCELERATE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE C. A WATER REDUCING ADMIXTURE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE A.
5) ALL BACKFILL SHALL BE PLACED IN 9 INCH LIFTS AND COMPACTED TO A MINIMUM OF 95 PERCENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY AS MEASURED BY ASTM D-698 UNLESS MORE STRINGENT COMPACTION IS REQUIRED BY THE SOIL REPORT.
6) MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
7) CROWN TOP OF PIER FOR DRAINAGE AND CHAMFER ALL EXPOSED CONCRETE EDGES 1 INCH.
8) ROCK MAY BE ENCOUNTERED.

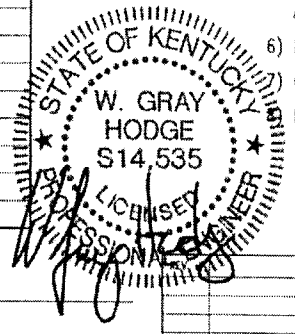


REBAR SPLICING CHART

BAR SIZE	SPLICE LENGTH
3	15"
4	17"
5	21"
6	26"
7	30"
8	36"
9	46"
10	58"
11	71"

SPLICING NOTES:

1) STAGGER ALL SPLICES.
2) SPLICE CHART IS BASED ON 3000 PSI CONCRETE.
3) SPLICE REBAR ONLY WHEN NECESSARY.



DESCRIPTION	DATE	APP.

DRAWN A.W.L. DATE 8-18-04
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

TOLERANCES
.x± 1/32" ANGLES± 2°
.xx± 1/32" DRILLED HOLES± 1/32"
.xxx± 1/16" BURNED HOLES± 1/16"

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

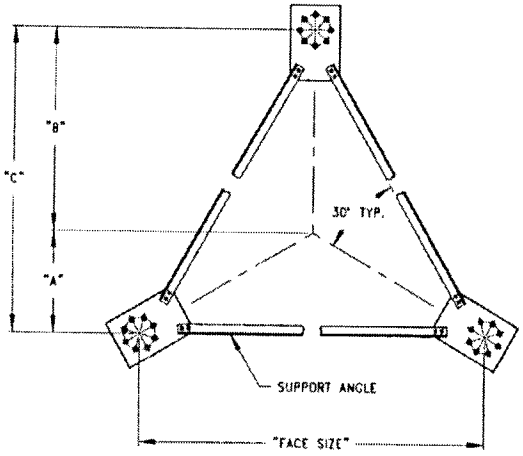
CENTRAL TOWER
A SPX ELECTRIC COMPANY
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE
CAISSON FOUNDATION DESIGN (OPTION #2)
LOGAN GAP, KY.

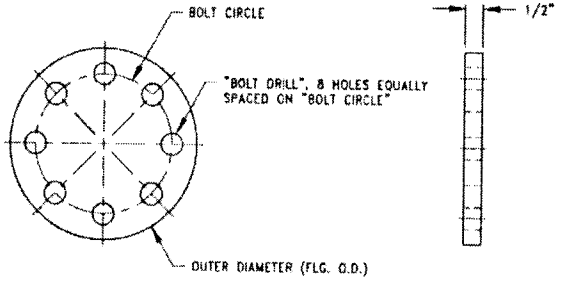
DWG NO. S2323T-F2 REV 0

DO NOT SCALE DRAWING

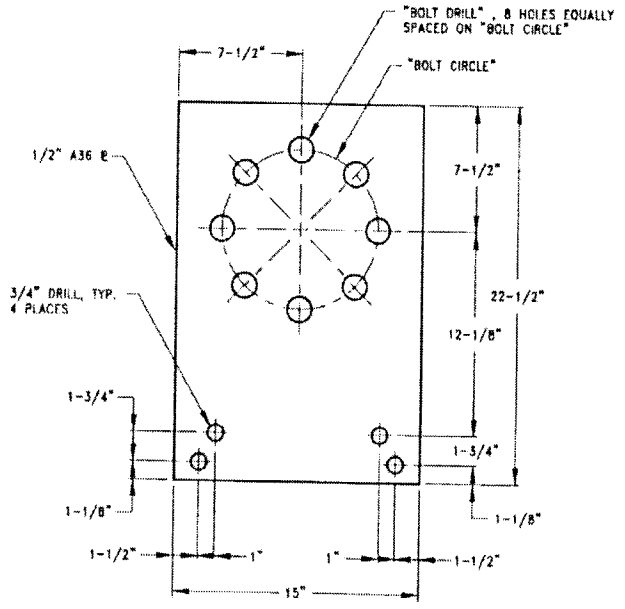
TEMPLATE ASSEMBLY



BEARING PLATE DETAIL



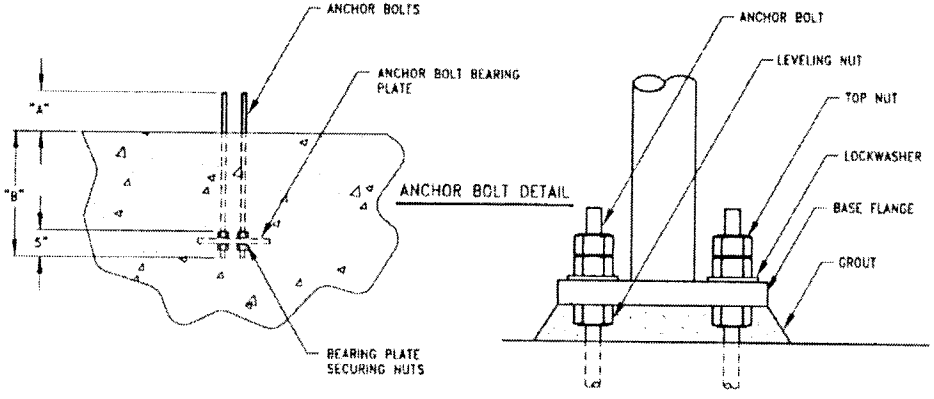
SECURING PLATE DETAIL



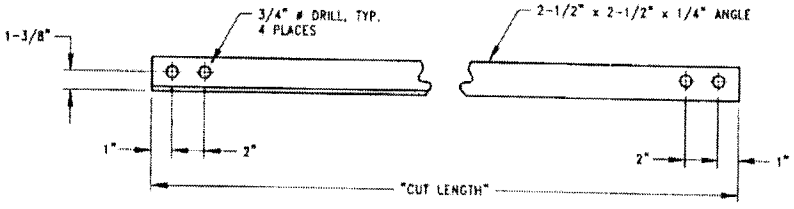
VARIBALE DIMENSIONS FOR TEMPLATE ARE ON THE TEMPLATE DESIGN CHART PRECEDING THIS PAGE.

ANCHOR BOLT INSTALLATION NOTES:

1) POSITION AND ATTACH ANCHOR BOLT ASSEMBLIES IN TEMPLATE.
2) SECURE ANCHOR BOLTS AND REBAR IN FORMS BEFORE POURING CONCRETE.
3) SET TOWER USING LEVELING NUTS TO PLUMB.
4) AFTER LEVELING, GROUT UNDER FLANGES USING HIGH STRENGTH NONSHRINKING GROUT.



SUPPORT ANGLE DETAIL



REV. #	DESCRIPTION	DATE	APP.

DRAWN R.E.H. DATE 2-8-94
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

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

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

CENTRAL TOWER
A DIELECTRIC COMPANY
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

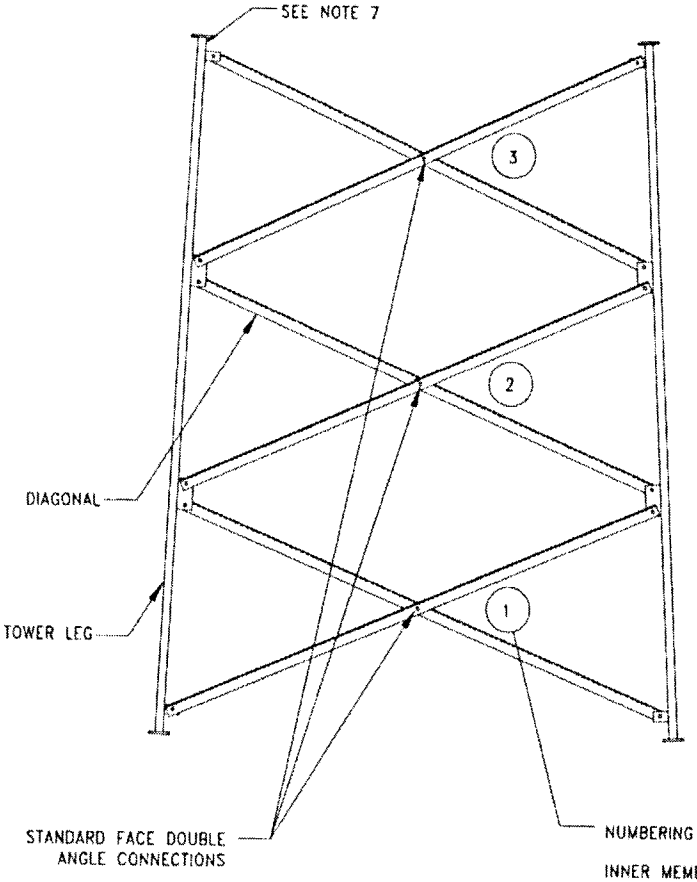
TITLE
8-HOLE TEMPLATE DESIGN

DWG NO. 8-TMPLET
REV 0

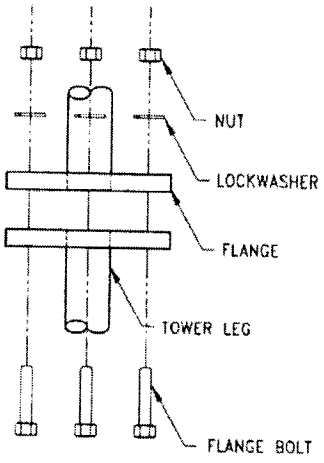
DO NOT SCALE DRAWING

3-BAY SECTION ASSEMBLY

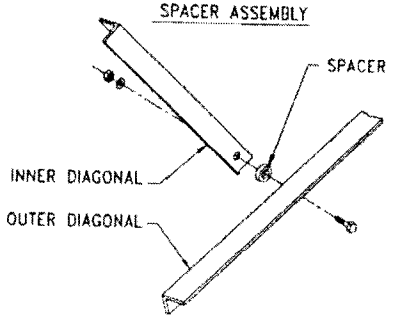
STANDARD TAPERED FACE



FLANGE CONNECTION DETAIL



SPACER ASSEMBLY



NUMBERING SYSTEM IS PROVIDED FOR INNER MEMBERS TO ENSURE PROPER INSTALLATION : (JOB NO. - C - 1)

JOB NO. — SECTION — LOCATION

NOTES:

1) ALL LADDER FACES OR CLIMBING LEGS ON ALL SECTIONS MUST BE ALIGNED TOGETHER.
2) SOME DETAIL HAS BEEN OMITTED FOR CLARITY OF ILLUSTRATION.
3) SEE SHIPMENT LIST FOR BOLT SIZES & LOCATIONS.
4) ALL INNER MEMBER CONNECTIONS ARE SINGLE ANGLE CONNECTIONS UNLESS NOTED OTHERWISE.
5) DIAGONAL INSTALL INSTRUCTIONS. INSIDE DIAGONALS TO BE INSTALLED FIRST. OUTSIDE DIAGONALS TO BE INSTALLED SECOND. BOLTS ARE TO BE INSTALLED FROM THE INSIDE OF THE TOWER SO THAT THE THREADS ARE PROTRUDING TOWARDS THE OUTSIDE OF THE TOWER FACE.
6) IN CASE OF CLEARANCE PROBLEMS THE DIRECTION OF BOLT CAN BE CHANGED FROM (INSIDE TO OUT) TO (OUTSIDE TO IN).
7) SECTION LABELING SYSTEM IS TO BE USED FOR PROPER IDENTIFICATION OF ALL SECTIONS AND TO ENSURE PROPER INSTALLATION. LEG MEMBERS WILL BE STAMPED WITH APPROPRIATE SECTION LETTER AT TOP OF LEG.

REV. #	DESCRIPTION	DATE	APP.

DRAWN R.E.H. DATE 5-27-97
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

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

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

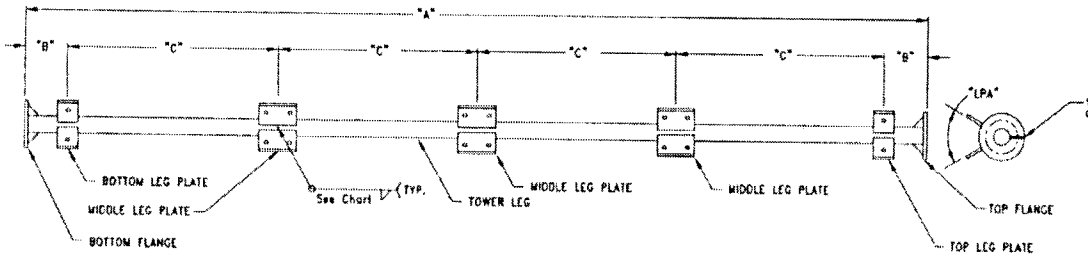
CENTRAL TOWER
A DIELECTRIC COMPANY
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

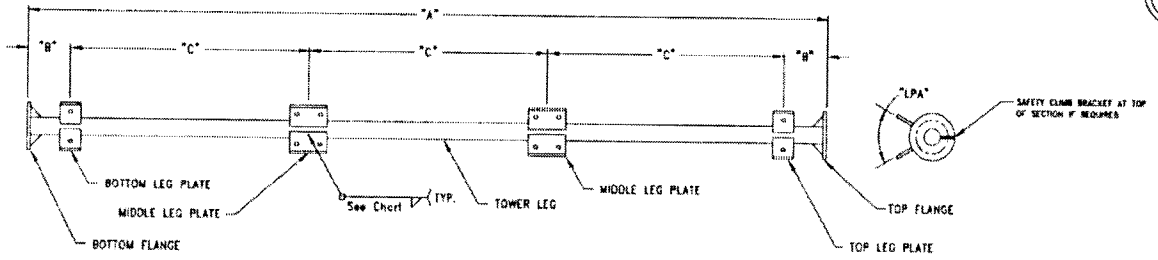
TITLE
3-BAY-T-X INSTALLATION DRAWING

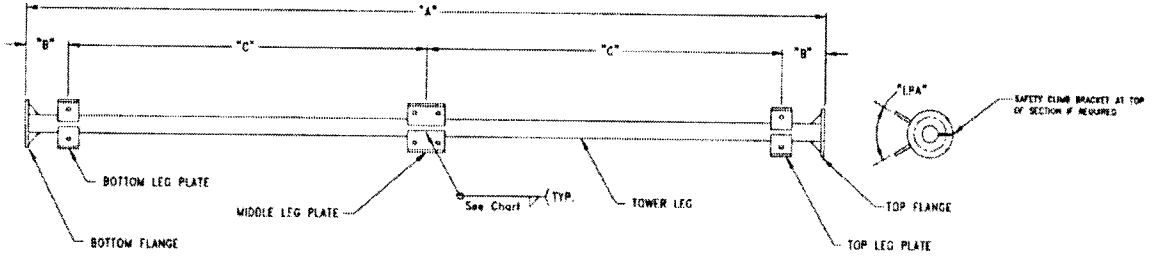
DWG NO. 3-BAY-T-IND REV 0

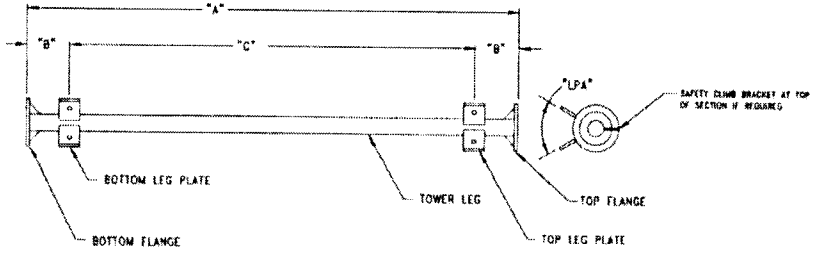
DO NOT SCALE DRAWING

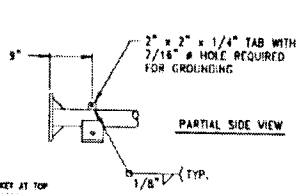
LEG DETAIL



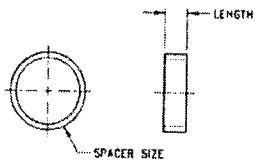




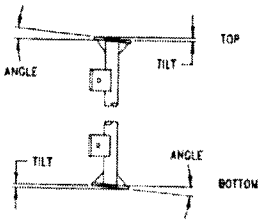




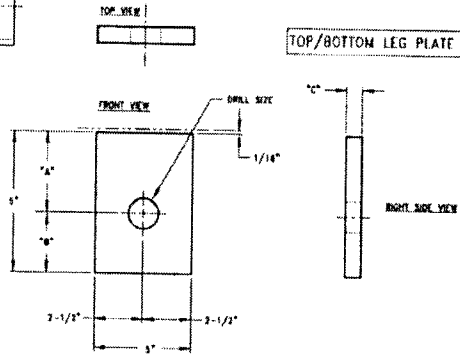
SPACER DETAIL



FLANGE ANGLE DETAIL

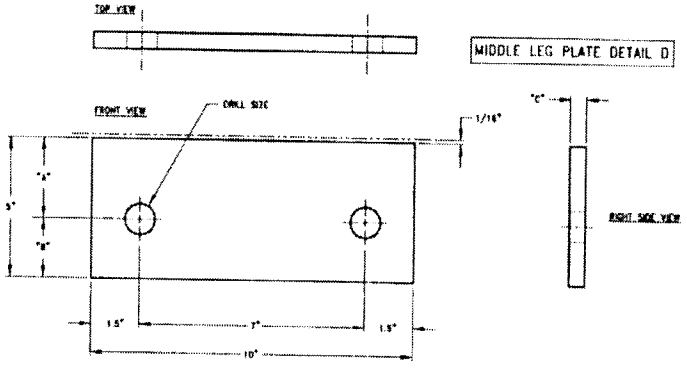


TOP/BOTTOM LEG PLATE DETAIL S



NOTE: EDGE OF TOWER LEG IS REPRESENTED BY PHANTOM LINE.

MIDDLE LEG PLATE DETAIL D



NOTE: EDGE OF TOWER LEG IS REPRESENTED BY PHANTOM LINE.

REV. #	DESCRIPTION	DATE	APP.

DRAWN J.J.B. DATE 6-14-01
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

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

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

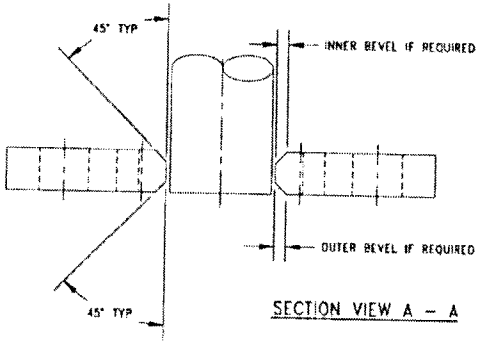
CENTRAL TOWER
A DIELECTRIC COMPANY
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE
LEG WELD ASSEMBLY & SPACER DETAILS

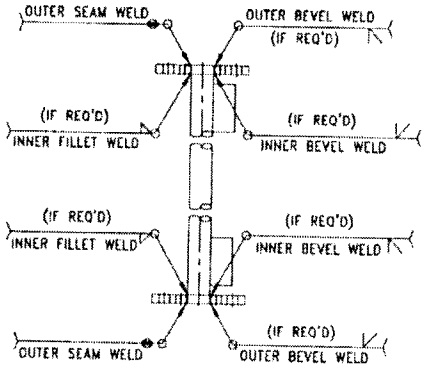
DWG NO. XB 1-4 BAY SR
REV 0

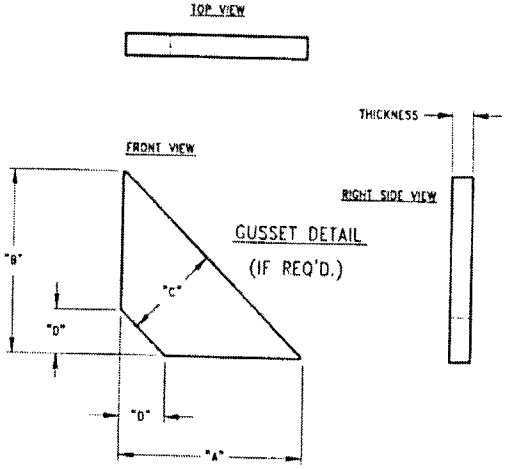
DO NOT SCALE DRAWING

FLANGE WELD DETAIL
(SEE FLANGE CHART FOR WELD SIZES)



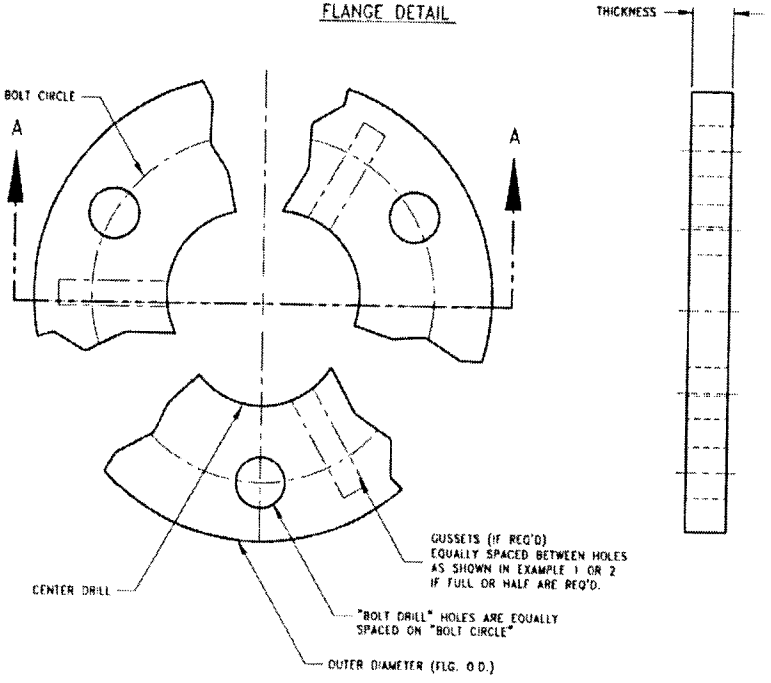
SECTION VIEW A – A

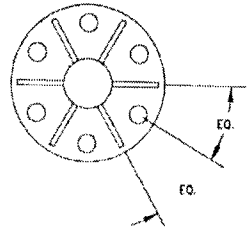




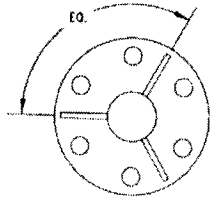
GUSSET DETAIL
(IF REQ'D.)

FLANGE DETAIL





EXAMPLE 1
IF FULL GUSSETS REQ'D.



EXAMPLE 2
IF HALF GUSSETS REQ'D.

NOTES:

1) GUSSETS EQUALLY SPACED BETWEEN HOLES.

2) INNER BEVEL & INNER WELD IS ALWAYS IN REFERENCE TO THE SIDE OF THE FLANGE WITH GUSSETS OF I.E. TOWARD THE LEG PLATES.

REV. #	DESCRIPTION	DATE	APP.
1	REVISED FLANGE WELD DETAIL	6-14-04	APP.

DRAWN A.J.H. DATE 5-24-99
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

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

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

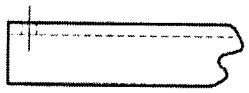
CENTRAL TOWER
A DIELECTRIC COMPANY
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE
FLANGE & GUSSET SIZING DETAILS

DWG NO. FL-G-N REV 0

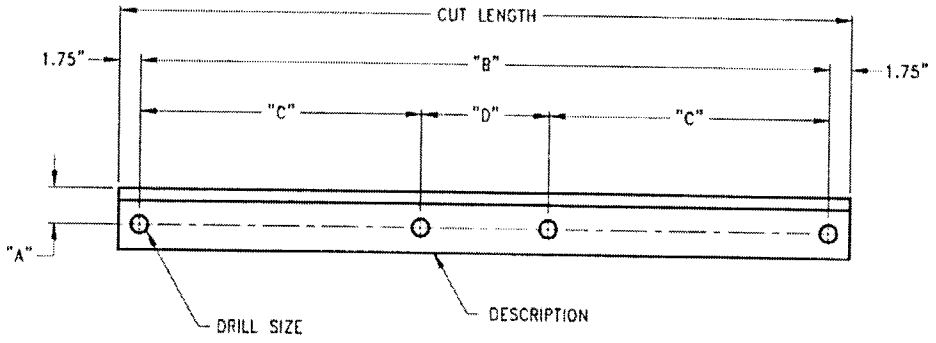
DO NOT SCALE DRAWING

PARTIAL TOP VIEW

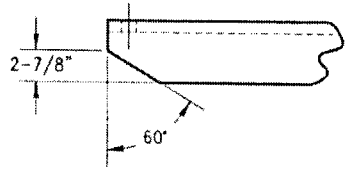


DIAGONAL DETAIL

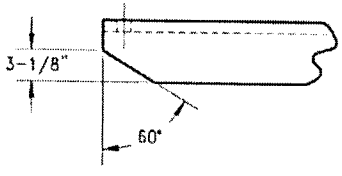
FRONT VIEW



COPE DETAIL
3-1/2" & 4" ANGLE



COPE DETAIL
5" ANGLE



REV. #	DESCRIPTION	DATE	APP.
1	REVISED 5" ANGLE COPE DETAIL	7-16-04	J.J.B.

DRAWN R.E.H. DATE 1-10-01
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

TOLERANCES
.XX ± 3/32" ANGLES ± 2°
.XXX ± 3/32" DRILLED HOLES ±1/32"
.XXXX ± 1/16" BURNED HOLES ±1/16"

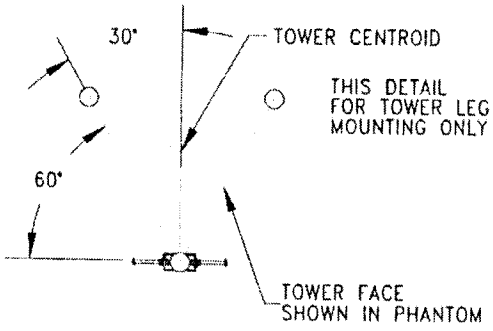
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

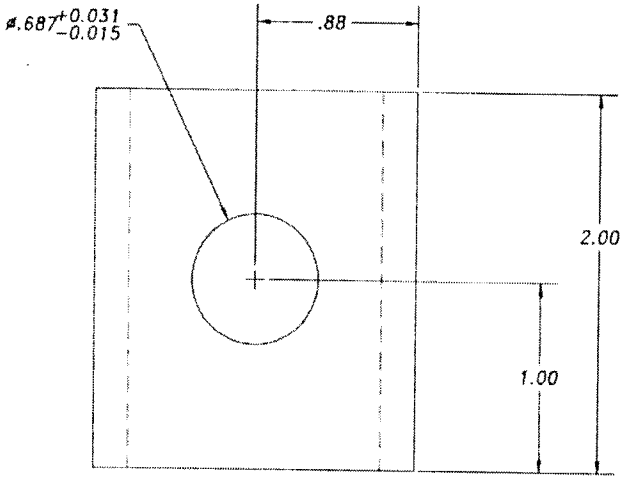
CENTRAL TOWER
A DIELECTRIC COMPANY
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

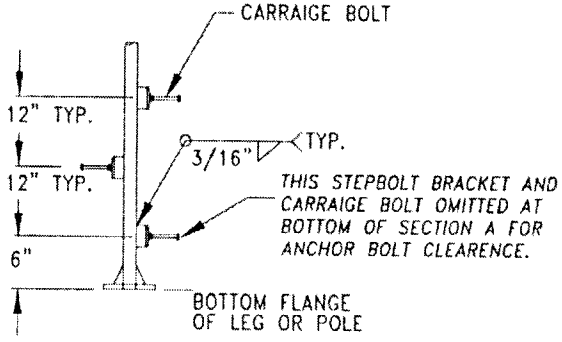
TITLE
DIAGONAL MEMBER DETAILS FOR SECTION

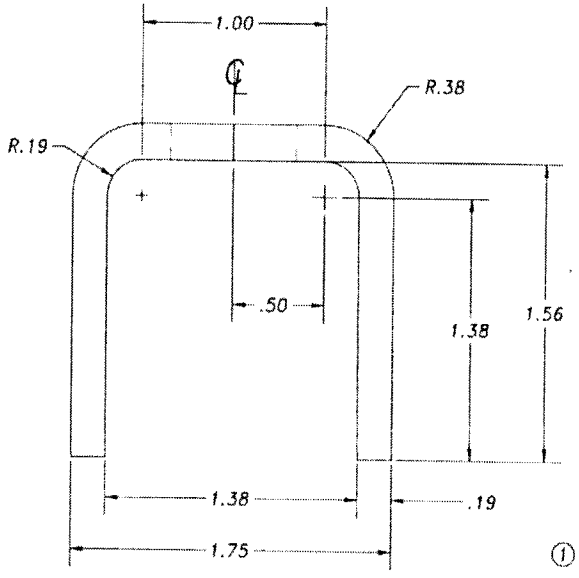
DWG NO. X-DIAGONAL REV 0

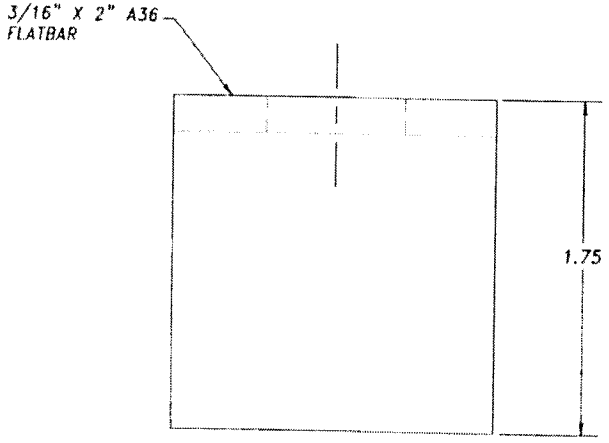
DO NOT SCALE DRAWING





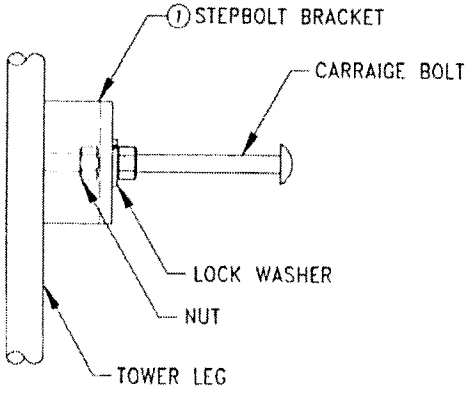






① STEPBOLT BRACKET

CARRAIGE BOLT ASSEMBLY



REV. #	DESCRIPTION	DATE	APP.

DRAWN A.J.H. DATE 10-15-03
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

TOLERANCES
X ± 1/32" ANGLES ± 2°
XX ± 1/32" DRILLED HOLES ø1/32"
XXX ± 1/16" BURNED HOLES ø1/16"

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

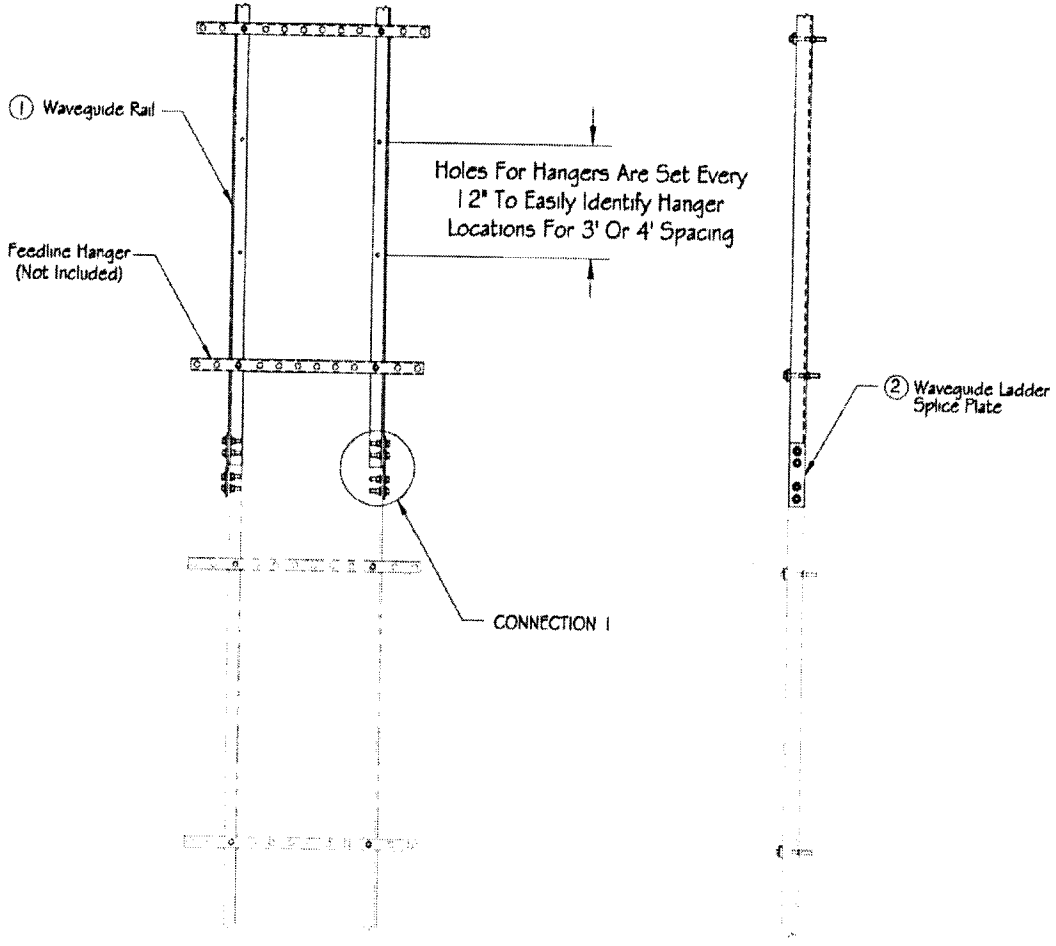
CENTRAL TOWER
A DIELECTRIC COMPANY
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE
CARRIAGE BOLT ASSEMBLY
(TOWER LEG)

DWG NO. LA97M REV B

DO NOT SCALE DRAWING

Typical Installation



STEEL PARTS

ITEM NO.	PART NO.	DESCRIPTION	QTY.
1	LWC-20-U	Universal 20' Waveguide Rail	2
2*	LAWD-SP1	Waveguide Ladder Splice Plate	2

HARDWARE

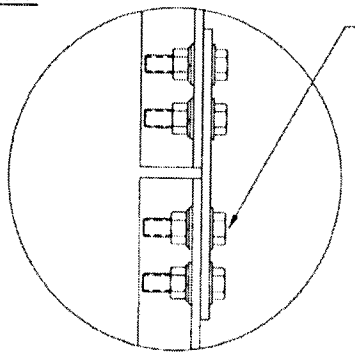
ITEM NO.	PART NO.	DESCRIPTION	QTY.
1	BT50X175	1/2" x 1-3/4" H.D.G. Bolt	8
2	NU50G	1/2" H.D.G. Nuts	8
3	WL50G	1/2" H.D.G. Lockwashers	8
4	WF50G	1/2" H.D.G. Flatwashers	16

** Flatwashers Are To Be Used At All Sloted Hole Locations !! **

WEIGHT & ENGINEERING INFORMATION

KIT NO.	WEIGHT (lbs.)	DESCRIPTION	CaAc (Sq. Ft.)
LAWK-20-U	133.24	Universal 20' Waveguide Rail Kit	N/A

CONNECTION 1



KIT USE INFORMATION

1.) This Is Only A Kit For the Waveguide Rails And Splice Plates. Hangers Are Not Included.

2.) Steel Parts Indicated Above With An " * " Will Be Packed With The Hardware.

REV. #	DESCRIPTION	DATE	APP.

DRAWN J.J.B. DATE 4-30-02
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

TOLERANCES
.XX± 3/32" ANGLES± 2°
.XXX± 3/32" DRILLED HOLES ±1/32"
.XXXX± 1/16" BURNED HOLES ±1/16"

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

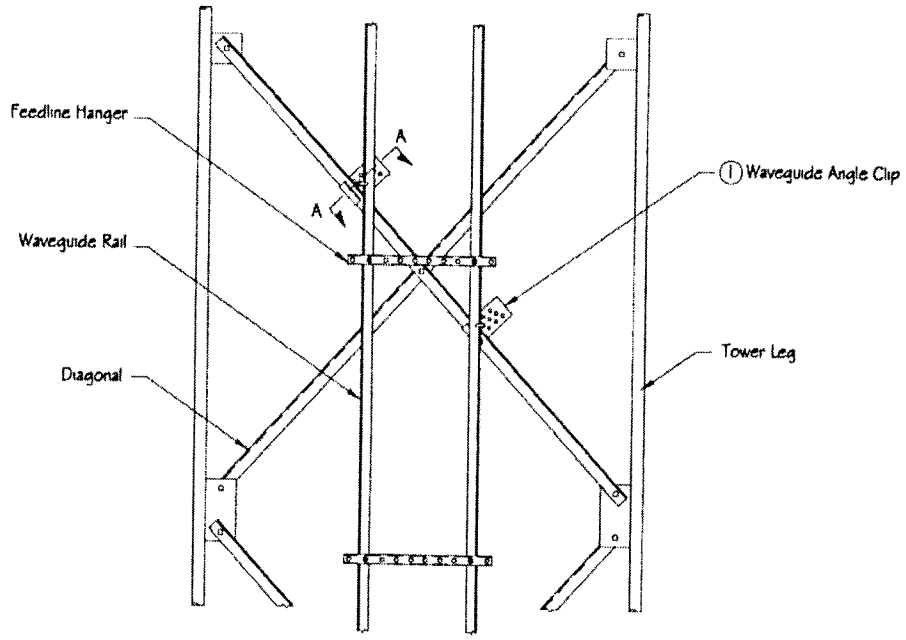
CENTRAL TOWER
A DIELECTRIC COMPANY
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE
UNIVERSAL 20' WAVEGUIDE RAIL KIT

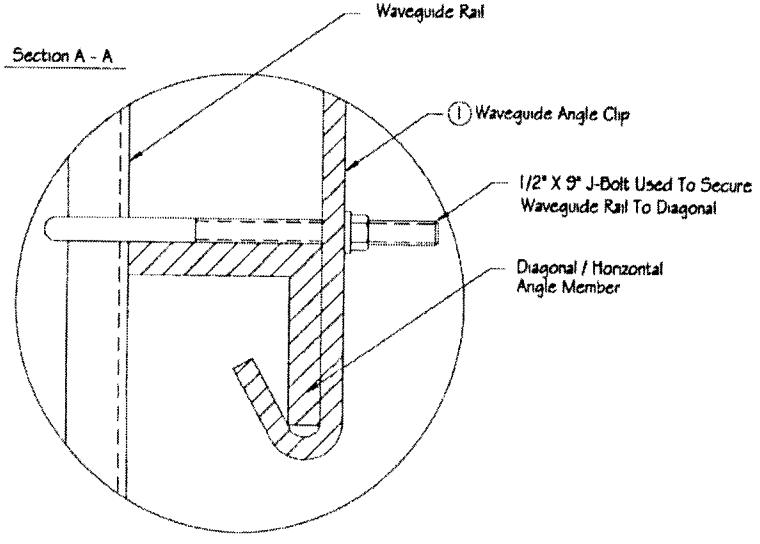
DWG NO. LAWK-20-U REV 0

DO NOT SCALE DRAWING

Typical Installation



Section A - A



STEEL PARTS

ITEM NO.	PART NO.	DESCRIPTION	QTY.
1*	CA20-50	Waveguide Angle Clip	2

HARDWARE

ITEM NO.	PART NO.	DESCRIPTION	QTY.
1	VBT50-900	1/2" x 9" H.D.G. V-Bolts	2
2	NU50G	1/2" H.D.G. Nuts	2
3	WL50G	1/2" H.D.G. Lockwashers	2

WEIGHT & ENGINEERING INFORMATION

KIT NO.	WEIGHT (lbs.)	DESCRIPTION	CaAc (Sq. Ft.)
KCA20-50	7.22	Waveguide Angle Clip Kit	N/A

NOTES:

1.) This Kit Will Mount on 1-1/2" To 5" Angle.

2.) ThisKit Can Be Used To Secure Waveguide Ladder To Diagonal Or Horizontal Members.

3.) Steel Parts Indicated Above With An "* " Will Be Packed With The Hardware.

REV. #	DESCRIPTION	DATE	APP.

DRAWN J.J.B. DATE 4-10-01
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

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

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

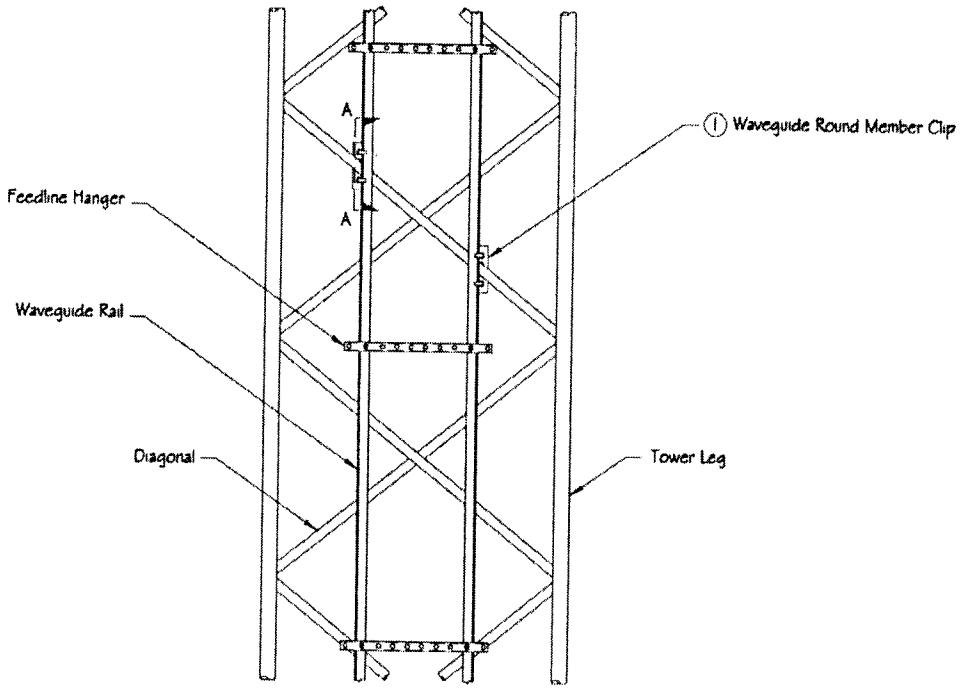
CENTRAL TOWER
A SPX/FITEC COMPANY
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE
WAVEGUIDE ANGLE CLIP KIT

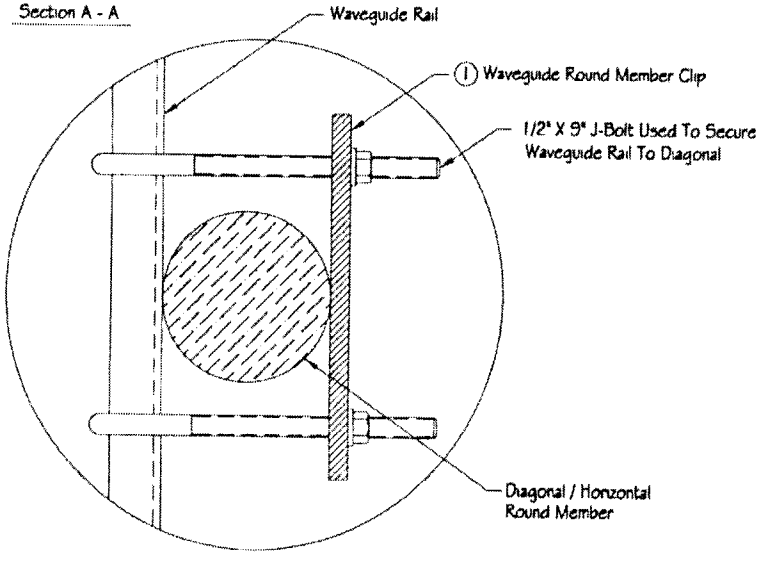
DWG NO. KCA20-50 REV 0

DO NOT SCALE DRAWING

Typical Installation



Section A - A



STEEL PARTS

ITEM NO.	PART NO.	DESCRIPTION	QTY.
1*	C5-62-45	Waveguide Round Member Clip	2

HARDWARE

ITEM NO.	PART NO.	DESCRIPTION	QTY.
1	VBT50-900	1/2" x 9" H.D.G. V-Bolts	4
2	NU50G	1/2" H.D.G. Nuts	4
3	WL50G	1/2" H.D.G. Lockwashers	4
3	WF50G	1/2" H.D.G. Flatwashers	4

** Flatwashers Are To Be Used At All Slotted Hole Locations !! **

WEIGHT & ENGINEERING INFORMATION

KIT NO.	WEIGHT (lbs.)	DESCRIPTION	CaAc (Sq. Ft.)
KCRG2-45	4.20	Waveguide Round Member Clip Kit	N/A

NOTES:

1.) This Kit Will Mount on 5/8" To 4-1/2" Round Member.

2.) This Kit Can Be Used To Secure Waveguide Ladder To Diagonal Or Horizontal Members.

3.) Steel Parts Indicated Above With An " * " Will Be Packed With The Hardware.

REV. #	DESCRIPTION	DATE	APP

DRAWN J.J.B. DATE 4-16-01
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

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

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

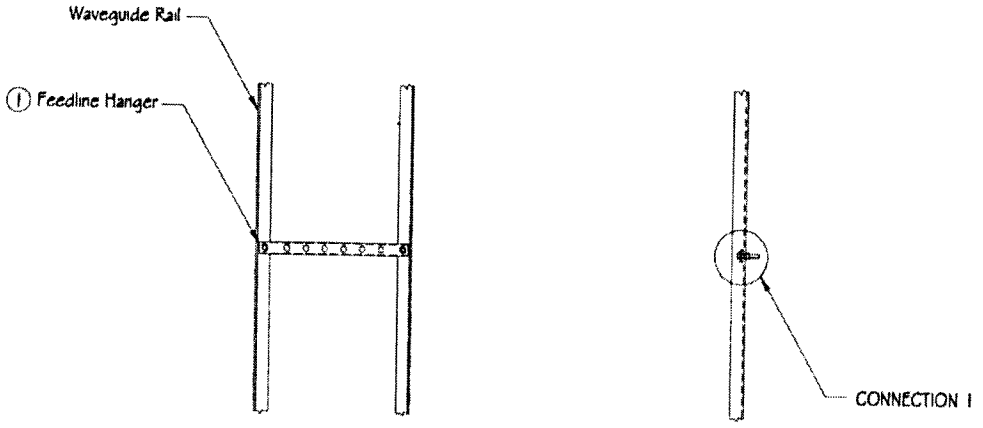
CENTRAL TOWER
A DIELECTRIC COMPANY
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE
WAVEGUIDE ROUND MEMBER CLIP KIT

DWG NO. KCR62-45 REV 0

DO NOT SCALE DRAWING

Typical Installation



STEEL PARTS

ITEM NO.	PART NO.	DESCRIPTION	QTY.
1	LA174	6 Snap-In Hanger	1

HARDWARE

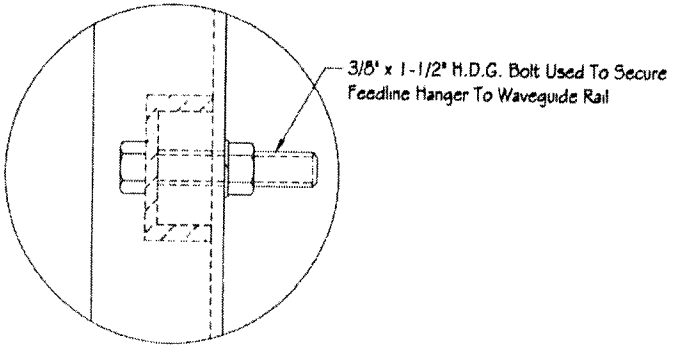
ITEM NO.	PART NO.	DESCRIPTION	QTY.
1	BT37X150	3/8" x 1-1/2" H.D.G. Bolt	2
2	NU37G	3/8" H.D.G. Nuts	2
3	WL37G	3/8" H.D.G. Lockwashers	2

** Flatwashers Are To Be Used At All Slotted Hole Locations !! **

WEIGHT & ENGINEERING INFORMATION

KIT NO.	WEIGHT (lbs.)	DESCRIPTION	CaAc (Sq. Ft.)
HKS-6S-1	3.26	Inside 6 Snap-In Hanger Kit	N/A

CONNECTION 1



KIT USE INFORMATION

1.) This Kit Is Per One Hanger Assembly Only. Waveguide Rail Is Not Included.

2.) Hanger Is Designed With 2-3/8" Spacing From C-C Of Each Hole To Accommodate 1/2" Through 1-5/8" Line.

REV. #	DESCRIPTION	DATE	APP.

DRAWN J.J.B. DATE 2-11-02
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

TOLERANCES
.X± 1/32" ANGLES± 2°
.XX± 1/32" DRILLED HOLES ±1/32"
.XXX± 1/16" BURNED HOLES ±1/16"

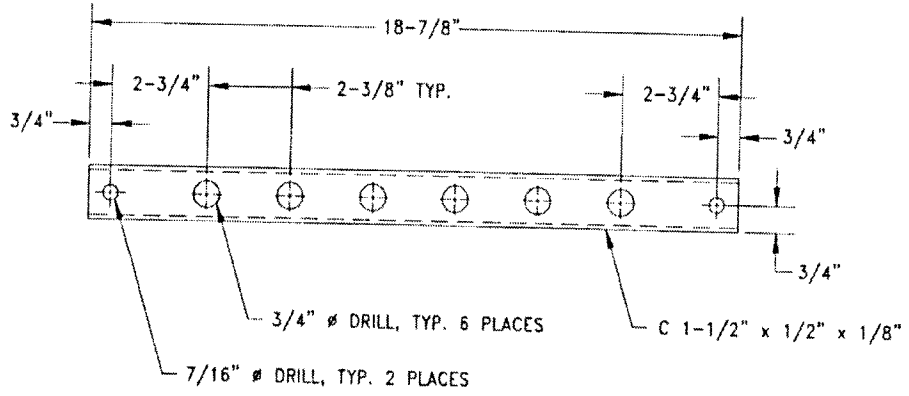
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

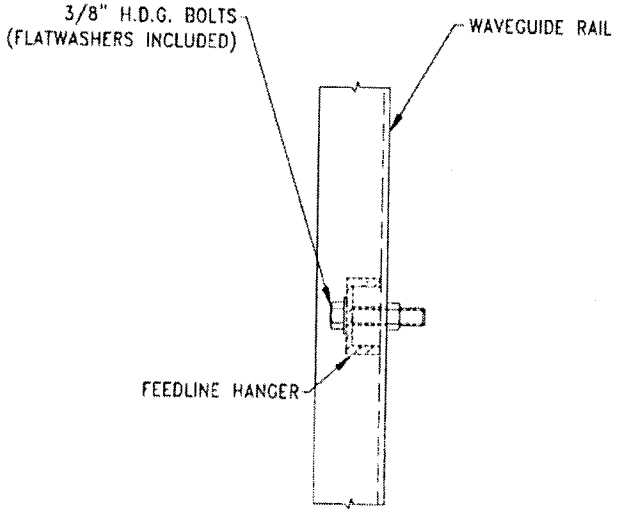
CENTRAL TOWER
A DIELECTRIC COMPANY
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE
INSIDE 6 SNAP-IN HANGER KIT

DWG NO. HKS-6S-1 REV 0

DO NOT SCALE DRAWING





SPECIAL NOTE: TO BE USED FOR CLIP-ON STYLE WAVEGUIDE LADDER ONLY.

REV. #	DESCRIPTION	DATE	APP.

DRAWN A.J.H. DATE 2-11-02
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

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

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

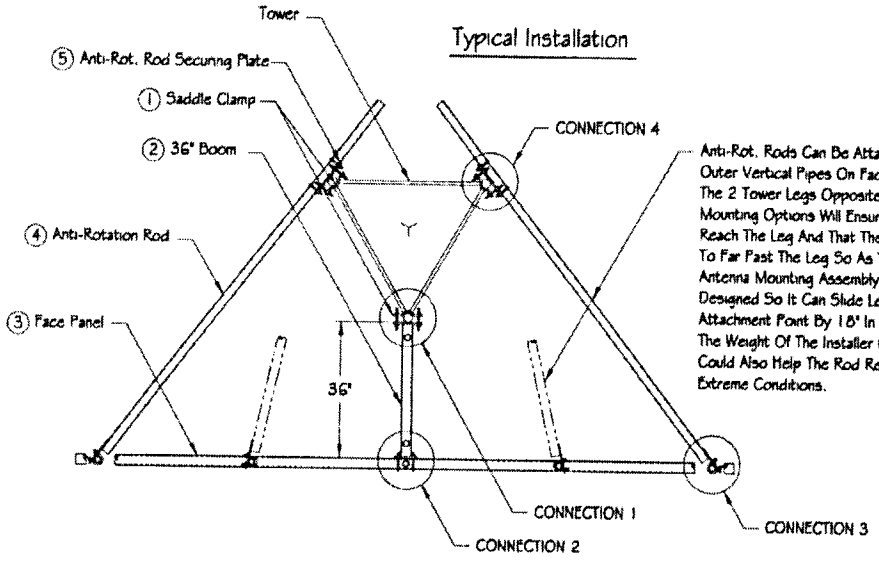
CENTRAL TOWER
A DIELECTRIC COMPANY
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE
INSIDE 6 SNAP-IN HANGER

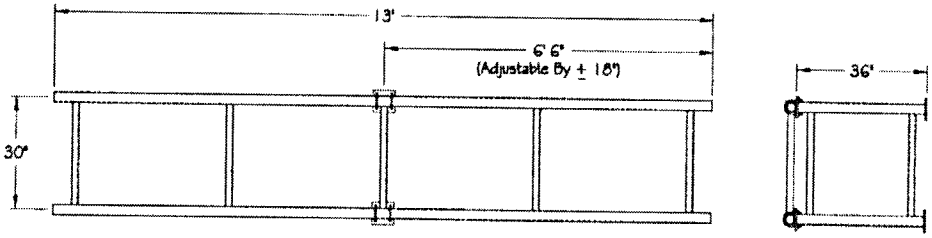
DWG NO LA174 REV 0

DO NOT SCALE DRAWING

Typical Installation



Anti-Rot. Rods Can Be Attached To Either Of The 2 Outer Vertical Pipes On Face Frame And To Either Of The 2 Tower Legs Opposite The 36" Boom. These Mounting Options Will Ensure That The Rods Will Reach The Leg And That The Rods Do Not Protrude To Far Past The Leg So As To Interfere With A Opposite Antenna Mounting Assembly. The Face Frame Is Also Designed So It Can Slide Left-To-Right @ The 36" Boom Attachment Point By 18" In Either Direction And Still Support The Weight Of The Installer On The Long End. This Could Also Help The Rod Reach An Opposite Leg In Extreme Conditions.



STEEL PARTS

ITEM NO.	PART NO.	DESCRIPTION	QTY.
1*	SC-125575	Saddle Clamp For 1-1/4" - 5-3/4" Round Leg	6
2	BMFF-30H-36L	36" Boom	1
3	FF-30H-13L	13" Face panel	1
4	ARFF-2472	Anti-Rot. Rod For 2' - 6' Tower Face	2
5*	ARP-FF-01	Anti-Rotation Rod Securing Plate	2

HARDWARE

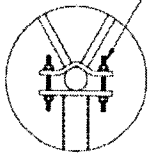
ITEM NO.	PART NO.	DESCRIPTION	QTY.
1	TRG50X800	1/2" x 8" H.D.G. Threaded Rod	12
2	UB50X350	1/2" x 3-1/2" c-c x 4-3/4" isl A-36 U-Bolts	4
3	UB50X250	1/2" x 2-1/2" c-c x 3-3/4" isl A-36 U-Bolts	8
4	NU50G	1/2" H.D.G. Nuts	48
5	WL50G	1/2" H.D.G. Lockwashers	48
6	WF50G	1/2" H.D.G. Flatwashers	32

** Flatwashers Are To Be Used At All Sloted Hole Locations ! **

WEIGHT & ENGINEERING INFORMATION

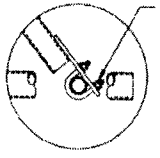
KIT NO.	WEIGHT (lbs.)	DESCRIPTION	CaAc (Sq. Ft.)
USG13-3072	375	13' Gate Mount	12.36

CONNECTION 1



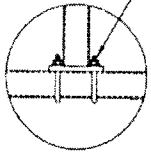
1/2" x 8" H.D.G. Threaded Rod Used With Saddle Clamp To Secure 36" Boom To Tower Legs

CONNECTION 3



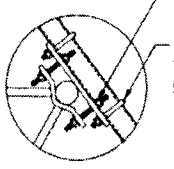
1/2" x 2-1/2" c-c x 3-3/4" isl A36 U-Bolts Used To Secure Anti-Rotation Rods To Face Panel

CONNECTION 2



1/2" x 3-1/2" c-c x 4-3/4" isl A36 U-Bolts Used To Secure Face Panel To 36" Boom

CONNECTION 4



1/2" x 8" H.D.G. Threaded Rod Used With Saddle Clamp To Secure Anti-Rot. Rod Securing Plate Tower Legs

1/2" x 2-1/2" c-c x 3-3/4" isl A36 U-Bolts Used To Secure Anti-Rot. Rod To Securing Plate

KIT USE INFORMATION

1.) This Kit Is Designed To Withstand The Loading From Four Panel Antennas @ 110 mph.

2.) Will Mount To Any Straight Section 2.5' - 6' Face With 1-1/4" Thru 5-3/4" Dia. Round Leg.

3.) Antenna Mounting Pipes Not Included !

4.) Steel Parts Indicated Above With An "* " Will Be Packed With The Hardware.

REV. #	DESCRIPTION	DATE	APP.

DRAWN R.F.H. DATE 6-16-00
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

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

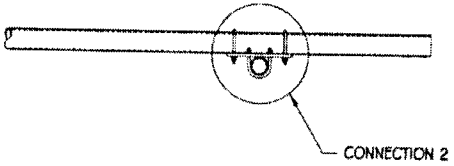
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

CENTRAL TOWER
A DIELECTRIC COMPANY
PH# (812) 853-0555
FAX# (812) 853-8652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

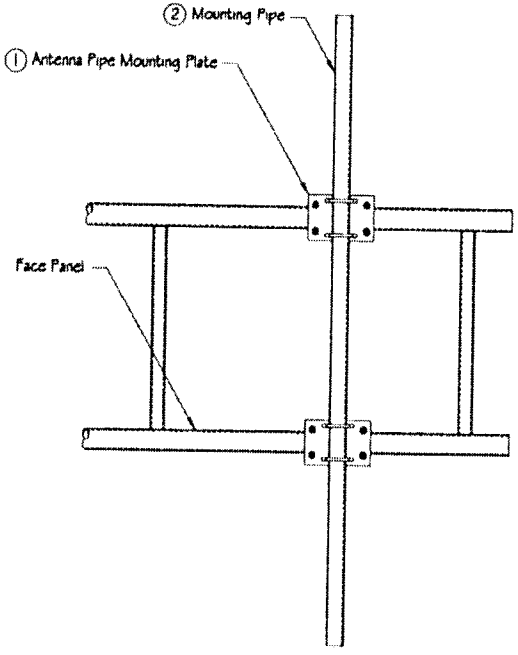
TITLE
UNIVERSAL 13' GATE MOUNT

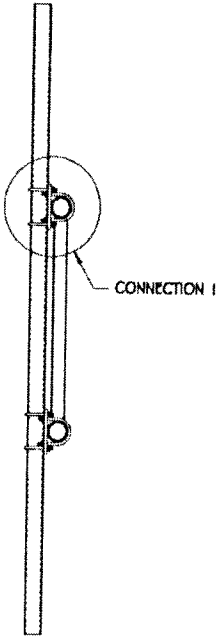
DWG NO. USG13-3072 REV 0

DO NOT SCALE DRAWING



Typical Installation





STEEL PARTS

ITEM NO.	PART NO.	DESCRIPTION	QTY.
1*	AMP-2-3-FF	Antenna Pipe Mounting Plate	2
2	P2040-96	2" Sch 40 x 96" Long Antenna mounting Pipe	1

HARDWARE

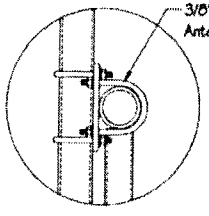
ITEM NO.	PART NO.	DESCRIPTION	QTY.
1	UB37X350	3/8" x 3-1/2" c-c x 4-1/2" isl A-36 U-Bolts	4
2	UB37X300	3/8" x 3" c-c x 4" isl A-36 U-Bolts	4
3	NU37G	3/8" H.D.G. Nuts	16
4	WL37G	3/8" H.D.G. Lockwashers	16
5	WF37G	3/8" H.D.G. Flatwashers	16

** Flatwashers Are To Be Used At All Sloted Hole Locations !! **

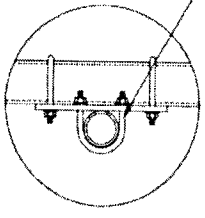
WEIGHT & ENGINEERING INFORMATION

KIT NO.	WEIGHT (lbs.)	DESCRIPTION	CaAc (Sq. Ft.)
SP30-2096	42	2" Sch 40 x 96" Long Pipe	.75

CONNECTION 1



CONNECTION 2



KIT USE INFORMATION

1.) This Kit Is Designed To Be Used With 2-1/2" Horizontal Pipe Mounting Panels.

2.) Steel Parts Indicated Above With An "* " Will Be Packed With The Hardware.

REV. #	DESCRIPTION	DATE	APP.

DRAWN R.E.H. DATE 6-16-00
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

TOLERANCES
.XX ± 1/32" ANGLES ± 2°
.XXX ± 1/32" DRILLED HOLE ± .1/32"
.XXX ± 1/16" BURNED HOLE ± .1/16"

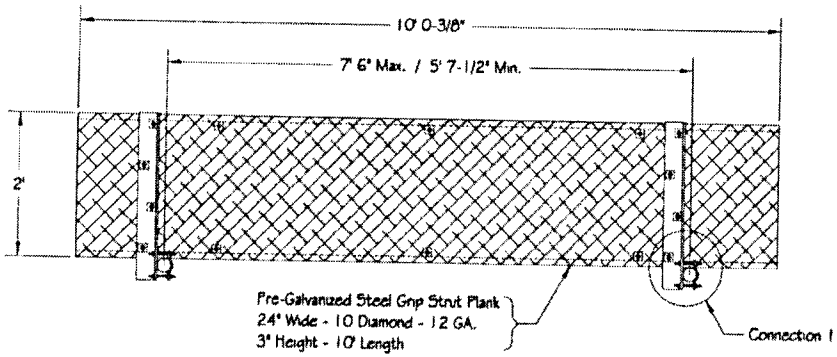
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

CENTRAL TOWER
A DIELECTRIC COMPANY
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

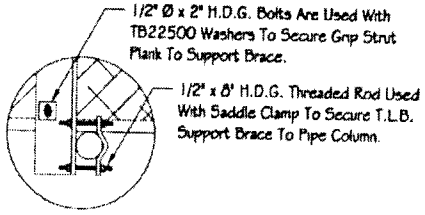
TITLE
STANDARD 2" SCH. 40 x 96" PIPE

DWG NO. SP30-2096 REV 0

DO NOT SCALE DRAWING

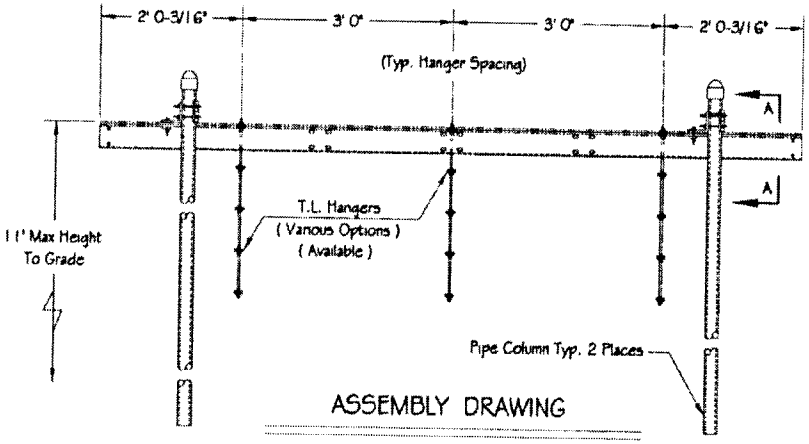


Connection 1

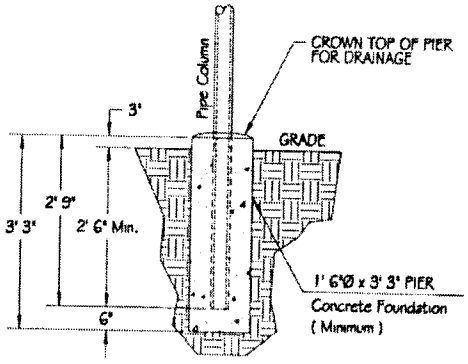


STEEL PARTS

ITEM NO.	PART NO.	DESCRIPTION	QTY.
1	TB210-12	2' x 10' Grip Strut Plank	1
2	TLB55-3-4	T. L. B. Support Brace	2
3 *	SC-125575	Saddle Clamp For 1-1/4" - 5-3/4" Round Leg	4
4	P3540-168	3-1/2" Sch 40 x 14' Pipe Column	2
5 *	TB22500	Washer	8
6 *	IB350	3-1/2" Sch 40 Pipe Cap	2



ASSEMBLY DRAWING



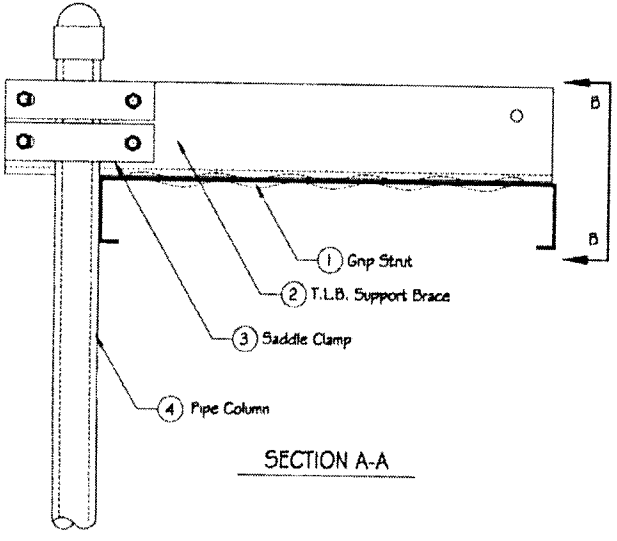
HARDWARE

ITEM NO.	PART NO.	DESCRIPTION	QTY.
1	TRG50X800	1/2" x 8" H.D.G. Threaded Rod	8
2	BT50X200	1/2" x 2" H.D.G. Bolt	8
3	NU50G	1/2" H.D.G. Nuts	24
4	WL50G	1/2" H.D.G. Lockwashers	24
5	WF50G	1/2" H.D.G. Flatwashers	16

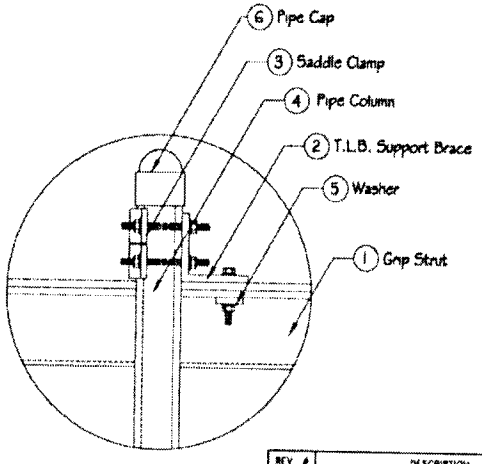
** Flatwashers Are To Be Used At All Sloted Hole Locations ll **

WEIGHT # ENGINEERING INFORMATION

KIT NO.	WEIGHT (lbs.)	DESCRIPTION	CaAc (Sq. Ft.)
TL2-210-140	453	2' x 10' Bridge : Two 14' Columns	N/A



SECTION A-A



SECTION B-B

NOTES:

1.) Hanger Spacing Shown Is For Reference Only. Spacing May Change Due To Customers Personal Preference And / Or Site Conditions.

2.) Transmission Line Hangers Are Not Provided With This Kit !

3.) Foundation Shown Is A Minimum Recommendation Only. The Bottom Of The Foundation Should Be Extended Deeper If The Freeze Line Is Below 3' For The Area In Which It Is Installed.

4.) Steel Parts Indicated Above With An " * " Will Be Packed With The Hardware.

REV. #	DESCRIPTION	DATE	APP.

DRAWN A.J.H. DATE 9-7-00
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

TOLERANCES
.XX ± 3/32" ANGLES ± 2°
.XXX ± 3/32" DRILLED HOLES ±1/32"
.XXXX ± 1/16" BURNED HOLES ±1/16"

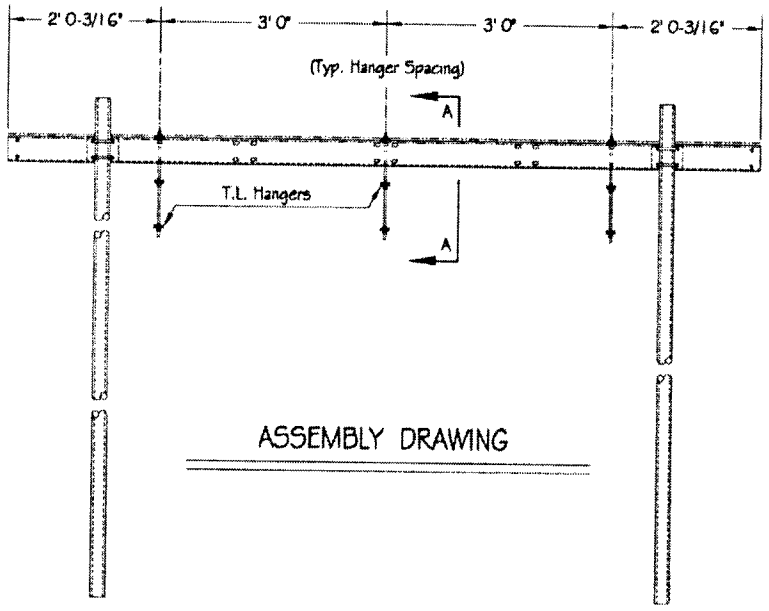
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

CENTRAL TOWER
A DIELECTRIC COMPANY
PH# (812) 853-0595
FAX# (812) 853-6652
2655 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE
2' x 10' BRIDGE W/ (2) 14' LENGTH PIPE COLUMNS

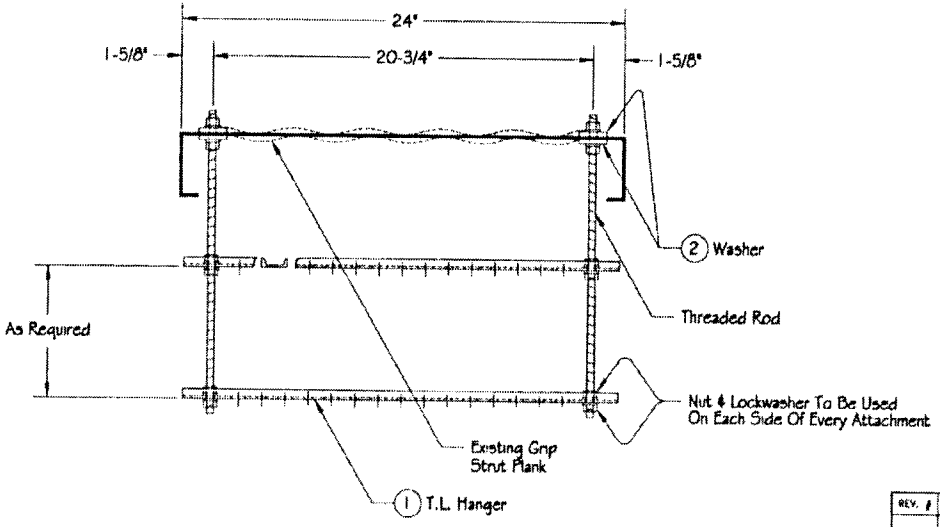
DWG NO. TL2-210-140 REV 0

DO NOT SCALE DRAWING



ASSEMBLY DRAWING

SECTION A-A



STEEL PARTS

ITEM NO.	PART NO.	DESCRIPTION	QTY.
1	TBH-7U	T.L. Hanger (8 Snap-In / 7 Bolt-In)	6
2 *	TB22375	Threaded Rod Attachment Washer	12

HARDWARE

ITEM NO.	PART NO.	DESCRIPTION	QTY.
1	TRG37X180	3/8" x 18" H.D.G. Threaded Rod	6
2	NU37G	3/8" H.D.G. Nuts	36
3	WL37G	3/8" H.D.G. Lockwashers	36

WEIGHT & ENGINEERING INFORMATION

KIT NO.	WEIGHT (lbs.)	DESCRIPTION	CaAc (Sq. Ft.)
TH-7X2	14	2 Layer Hanger Kit For 2' x 10' Plank	N/A

NOTES:

1.) Hanger Spacing Shown Is For Reference Only. Spacing May Change Due To Customers Personal Preference And / Or Site Conditions.

2.) Each Hanger Can Support Up To A Maximum Of 8 Feedlines Per Layer. There Are A Total Of (8) 3/4" Ø Holes & (7) 7/16" Ø Holes Per Hanger At 1-1/4" c-c In An Alternating Pattern. This Is Done To Support (8) Snap-In Or (7) Bolt-In Lines.

3.) The 2 Layer Kit Shown Here Has Holes Provided For (16) Snap-In Or (14) Bolt-On Lines.

4.) One Kit Required Per 2' x 10' Gnp Strut Plank.

5.) Steel Parts Indicated Above With An "* " Will Be Packed With The Hardware.

REV. #	DESCRIPTION	DATE	APP.

DRAWN A.J.H. DATE 8-19-00
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

TOLERANCES
.X± 1/32" ANGLES± 1°
.XX± 1/32" DRILLED HOLES ø1/32"
.XXX± 1/16" BURNED HOLES ø1/16"

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

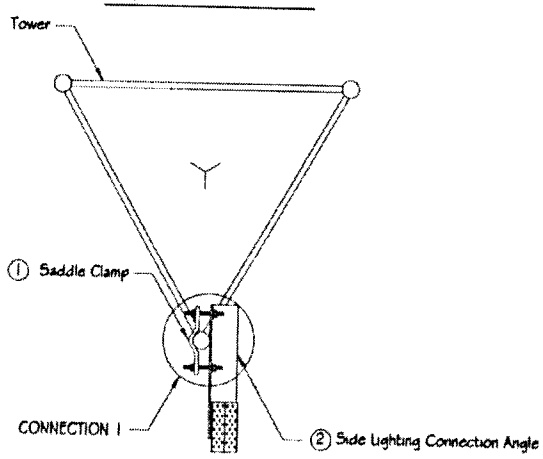
CENTRAL TOWER
A DIELECTRIC COMPANY
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

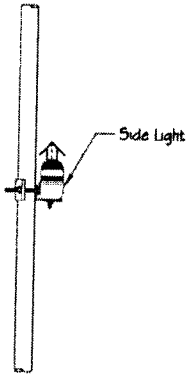
TITLE
2 LAYER HANGER KIT FOR 2' x 10' PLANK

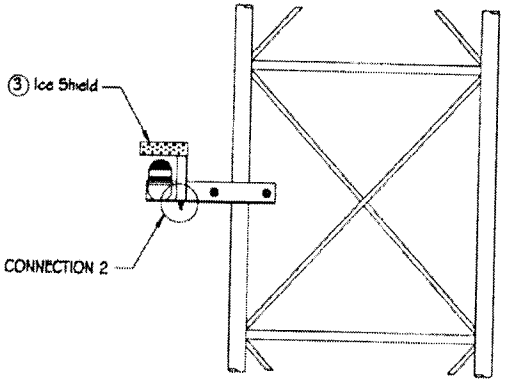
DWG NO. TH-7X2 REV 0

DO NOT SCALE DRAWING

Typical Installation







STEEL PARTS

ITEM NO.	PART NO.	DESCRIPTION	QTY.
1	100455M-2	Saddle Bracket	3
2	100455M-1	Side Lighting Connection Angle	3
3	100456M-1	Ice Shield	3

HARDWARE

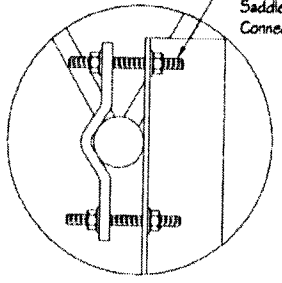
ITEM NO.	PART NO.	DESCRIPTION	QTY.
1	1213X14AT	1/2" x 14" H.D.G. Threaded Rod	6
2	1213NUT	1/2" H.D.G. Nuts	12
3	12PALNUT	1/2" H.D.G. Palnut	12
4	1213WASHER	1/2" H.D.G. Flatwashers	12
5	38BOLT1	3/8" x 1" H.D.G. Bolt	3
6	38NUT	3/8" H.D.G. Nut	3
7	38PALNUT	3/8" H.D.G. Palnut	3
8	38WASHER	3/8" S.S. Flatwashers	6

** Flatwashers Are To Be Used At All Sloted Hole Locations !! **

WEIGHT & ENGINEERING INFORMATION

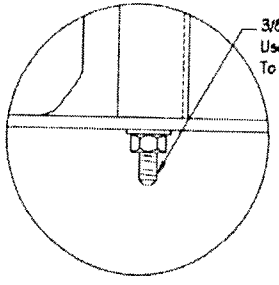
KIT NO.	WEIGHT (lbs.)	DESCRIPTION	CaAc (Sq. Ft.)
USL-125900	N/A	Side Lighting Bracket	N/A

CONNECTION 1



1/2" x 14" H.D.G. Threaded Rod Used With Saddle Clamp To Secure Side Lighting Connection Angle To Tower Leg

CONNECTION 2



3/8" x 1" H.D.G. Bolt Used To Secure Ice Shield To Side Light Angle.

KIT USE INFORMATION

1.) This Kit Is Designed To Adapt To The Following Member Ranges.
A.) 1-1/4" Ø Thru 9" Ø Round Members.

2.) This Mounting Assembly Provides For 3/4" Conduit Attachment To Any Member Size Listed Above. The Tower Member Can Only Be A Tower Leg.

REV. #	DESCRIPTION	DATE	APP.

DRAWN A.J.H. DATE 12-9-98
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

TOLERANCES
.X± 1/32" ANGLES± 2°
.XX± 1/32" DRILLED HOLES± #1/32"
.XXX± 1/16" BURNED HOLES± #1/16"

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

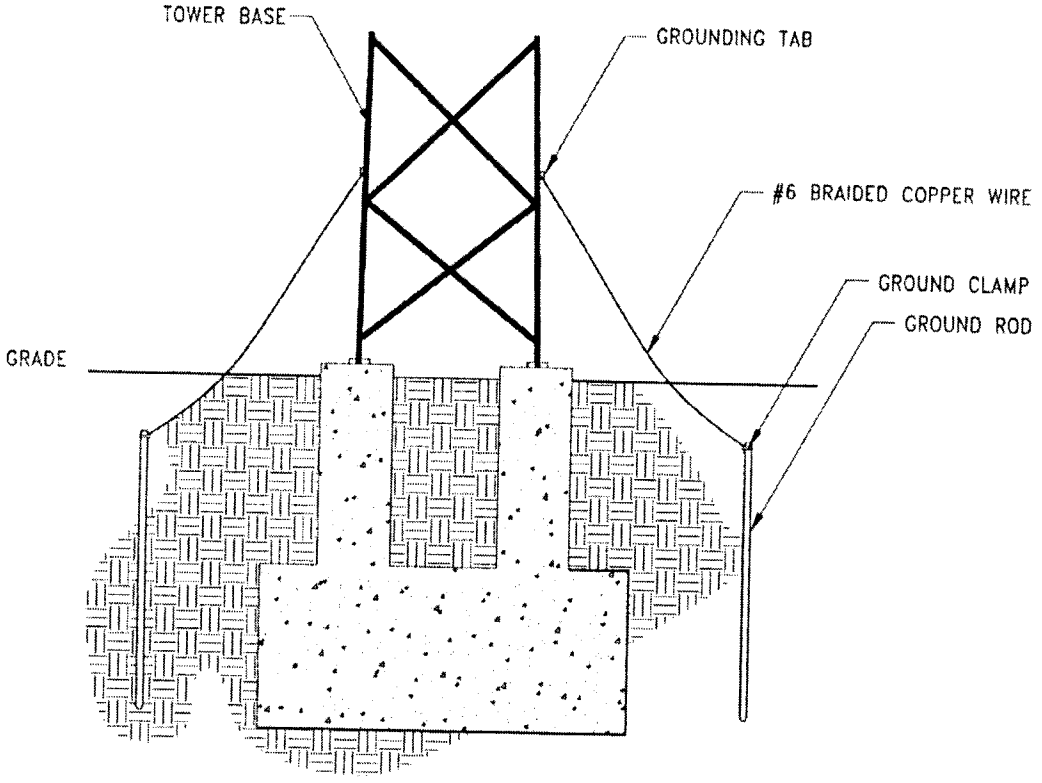
CENTRAL TOWER
A DIELECTRIC COMPANY
PH# (812) 853-0585
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE
UNIVERSAL SIDE LIGHTING KIT

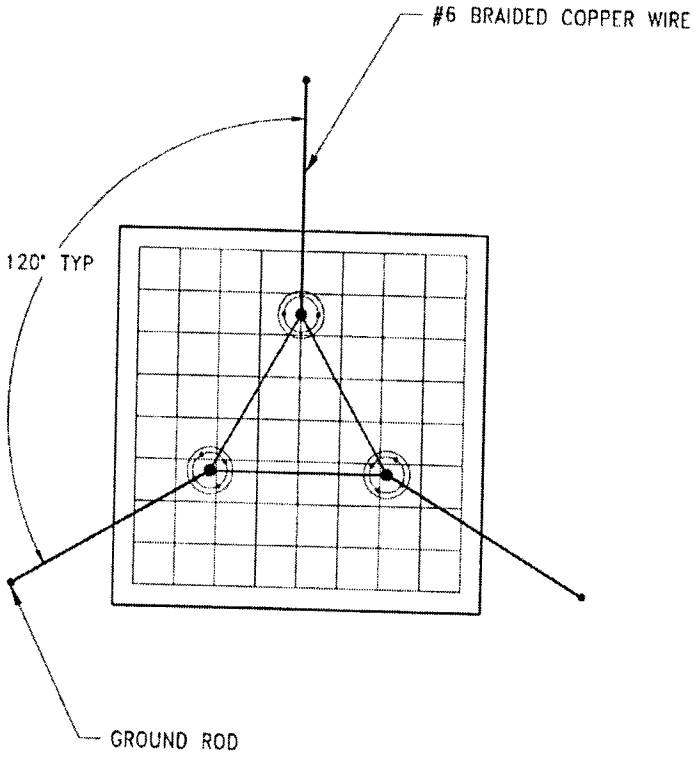
DWG NO. USL-125900 REV 0

DO NOT SCALE DRAWING

SIDE VIEW



TOP VIEW



BASE GROUNDING DETAIL

REV. #	DESCRIPTION	DATE	APP.

DRAWN A.J.H DATE 12-9-98
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

TOLERANCES
.X± 1/32" ANGLES± 2°
.XX± 1/32" DRILLED HOLES ±1/32"
.XXX± 1/16" BURNED HOLES ±1/16"

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

CENTRAL TOWER
A DIELECTRIC COMPANY
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE
SELF SUPPORTER STANDARD GROUNDING INSTALLATION

DWG NO. STD-GRND-SS REV 0

DO NOT SCALE DRAWING

GENERAL DYNAMICS
Network Systems

1650 Lyndon Farm Court
3rd Floor
Louisville, Kentucky 40223

Phone: 502.426.4120
Fax: 502.426.0768

April 21, 2004

Re: Qualification Statement for General Dynamics Project Manager and Contractor for Cingular Project Logan Gap.

To whom it may concern:

General Dynamics Network Systems has always been at the leading edge of technology development, ushering in discoveries that have changed the face of the industry.

In the 1950s and '60s, we developed MOBIDIC (mobile digital computer), a completely computerized and transistorized, general-purpose data processing system, for the Army Signal Corps. And through a partnership with IBM, we also created the tactical Communications system, MALLARD, for the U.S. Army.

During the '70s and '80s, we pioneered the use of optical-fiber communications, developing the world's first system to provide regular telephone service to the public.

The Air Force even asked us to provide several thousand miles of optical fiber cable, radio networks, and data-processing equipment to handle command, control, and communications equipment for the nation's MX mobile intercontinental missile system.

We also began a 25-year (and counting) relationship with NASA through our development, operation and maintenance of their Tracking and Date Relay Satellite System (TDRSS).

The 1990s found us supporting expanded wireless technology. To support the introduction of GTE's revolutionary Airfone service for airline passengers, we deployed a wireless system across 47 states, Canada and Mexico within 15 months.

In 1999, General Dynamics acquired Government Systems Corporation from GTE. Worldwide Telecommunication Systems was a significant part of that unit. Two years later, we changed our name to Network Systems to better reflect the service we provide our government and commercial customers.

It was our incredible command of communications technologies that led to our selection as the company to renovate the IT and telecommunications infrastructure the world's largest office building - The Pentagon.

We are now engaged in offering national turnkey wireless network solutions to major carriers in the wireless industry. Our highly qualified local presence in every major market across the country, commitment to the highest international safety standards, existing infrastructure and ability to capitalize large projects makes the services that General Dynamics provides revolutionary.

GENERAL DYNAMICS
Network Systems

1650 Lyndon Farm Court
3rd Floor
Louisville, Kentucky 40223

Phone: 502.426.4120
Fax: 502.425.0768

Individual Qualifications

Steve Duff, *Project Manager* – Tennessee / Kentucky Region

Steve began his career in the wireless industry in 1983. He has been involved at every level and stage of the wireless construction process and carries with him a vast array of industry knowledge. He has been instrumental in build outs of many turnkey wireless networks across the continental United States and Puerto Rico. Steve was welcomed into the General Dynamics team in 2003.

Donald Day, *Site Acquisition Manager* – Kentucky Region

Donald began his career in the wireless industry as a site acquisition agent in the late 90's. He was promoted into management in 1999 and has participated in every stage of the wireless construction process. He has managed several large projects across the country and through his career he has developed synergy of skills that are unmatched in the industry. He is well versed in real estate transactions, regulatory compliance, engineering and construction. General Dynamics welcomed Donald to our team in 2003.

Brian Johns, *Construction Manager* – Kentucky Region

Brian began his career in wireless construction in 1990 and began to manage construction crews in 1994. In 1999 he was promoted to manage projects in the southeastern region of the United States. Through his tenure he became well versed in all phases of construction, regulatory compliance, and safety. General Dynamics gladly welcomed his contribution to our team earlier this year.

GENERAL NOTES

1. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL APPLICABLE PERMITTING AUTHORITIES.

2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND THE CODES, REGULATIONS, AND STANDARDS OF ALL APPLICABLE GOVERNING AUTHORITIES, CINGULAR WIRELESS, & GENERAL DYNAMICS

3. THE GENERAL CONTRACTOR SHALL VERIFY THAT ALL EXISTING TOPOGRAPHY AND HORIZONTAL GEOMETRY IS AS INDICATED ON THESE DRAWINGS. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE OR REPAIR TO THESE FACILITIES CAUSED BY THE CONTRACTOR'S WORK FORCE. IMMEDIATELY NOTIFY GENERAL DYNAMICS CONSTRUCTION SUPERVISOR OF ANY DISCREPANCIES OR INTERFERENCE WHICH AFFECT THE WORK OF THIS CONTRACT.

4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES. DO NOT ALLOW WATER TO STAND OR POND. ANY DAMAGE TO STRUCTURES OR WORK ON THE SITE CAUSED BY INADEQUATE MAINTENANCE OF DRAINAGE PROVISIONS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND ANY COST ASSOCIATED WITH REPAIRS FOR SUCH DAMAGE WILL BE AT THE CONTRACTOR'S EXPENSE.

5. ALL WASTE MATERIAL SHALL BE PROPERLY DISPOSED OF OFF-SITE OR AS DIRECTED BY GENERAL DYNAMICS CONSTRUCTION SUPERVISOR AND IN ACCORDANCE WITH JURISDICTIONAL AUTHORITIES. ALL DEBRIS SHALL BE REMOVED FROM THE SITE DAILY.

6. ANY PROPERTY DAMAGE CAUSED BY THE CONTRACTOR OR HIS OPERATIONS SHALL BE CORRECTED AND/OR RESTORED TO THE SATISFACTION OF THE PROPERTY OWNER(S) AND THE GENERAL DYNAMICS CONSTRUCTION MANAGER AT NO ADDITIONAL COST.

7. NOTIFY GENERAL DYNAMICS CONSTRUCTION SUPERVISOR TWENTY-FOUR HOURS PRIOR TO CONSTRUCTION TO ALLOW THE INSPECTORS TO LOOK AT THE SITE PRIOR TO EXCAVATION.

8. THE CONTRACTOR SHALL INCLUDE ALL WORK REQUIRED TO CO-LOCATE ON THE EXISTING TOWER INCLUDING ALL NECESSARY SITE IMPROVEMENTS, FOUNDATIONS, ELECTRICAL IMPROVEMENTS, H-FRAME, AND OTHER ACCESSORIES FOR COMPLETE INSTALLATION.

9. THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF THE FOLLOWING EQUIPMENT THAT WILL BE SUPPLIED BY GENERAL DYNAMICS OR OTHERS: ANTENNAS, COAX CABLES, ICE BRIDGE, WAVEGUIDE LADDER, AND EQUIPMENT CABINETS. THE EQUIPMENT CABINETS SHALL BE TRANSPORTED TO THE SITE BY THE CONTRACTOR.

10. CONTRACTOR TO NOTIFY GENERAL DYNAMICS CONSTRUCTION SUPERVISOR FORTY-EIGHT HOURS BEFORE CONCRETE POURS AND OTHER REQUIRED INSPECTIONS IN ACCORDANCE WITH SCOPE OF WORK.

11. GENERAL CONTRACTOR SHALL PROVIDE, AT THE PROJECT SITE, A FULL SET OF CONSTRUCTION DOCUMENTS UPDATED WITH THE LATEST REVISIONS AND ADDENDA OR CLARIFICATIONS FOR USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT. THIS SET IS A VALID CONTRACT DOCUMENT ONLY IF THE TITLE SHEET IS STAMPED "FOR CONSTRUCTION" AND EACH SUCCESSIVE SHEET BEARS THE ENGINEER'S SIGNED WET STAMP.

12. CONTRACTOR TO DOCUMENT ALL WORK PERFORMED WITH PHOTOGRAPHS AS REQUIRED AND DETAILED IN THE TECHNICAL SPECIFICATIONS AND SCOPE OF WORK. SUBMIT PHOTOGRAPHS TO GENERAL DYNAMICS ALONG WITH REDLINED CONSTRUCTION SET.

13. CONTRACTOR PERFORMING WORK FOR GENERAL DYNAMICS SHALL CONFORM TO STATE & FEDERAL OSHA REGULATIONS AND SHALL EXHIBIT SAFE & SOUND WORK PRACTICES WHILE WORKING ON SITE.

14. ALL WORK PERFORMED BY THE CONTRACTOR SHALL BE WARRANTED FOR WORKMANSHIP FOR A PERIOD OF 14 MONTHS FROM JOB COMPLETION. MATERIALS PROVIDED BY CONTRACTOR SHALL BE WARRANTED TO THE EXTENT OF THE MANUFACTURER'S WARRANTY.

UTILITY NOTES

1. APPLY FOR THE UTILITY SERVICE (ELECTRIC) NO LATER THAN THE NEXT BUSINESS DAY FOLLOWING NOTICE TO PROCEED. COORDINATE WITH THE ELECTRIC UTILITY COMPANY FOR EXACT TRANSFORMER LOCATION, METERING REQUIREMENTS, AND SERVICE ROUTING. COORDINATE WITH THE TELEPHONE UTILITY COMPANY FOR EXACT TELEPHONE REQUIREMENTS AND ROUTING OF SERVICE.

2. ALL UTILITY RELATED WORK SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE UTILITY REQUIREMENTS. FIELD VERIFY EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION.

3. THE CONTRACTOR SHALL CONTACT UTILITIES AND LOCATOR SERVICE A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION. (KY BUD 1-800-752-6007 & IN 1-800-382-5544)

4. CONTRACTOR SHALL PROVIDE TRENCHING AND ALL MATERIALS AS SHOWN OR AS REQUIRED BY LOCAL UTILITY.

5. CONTRACTOR SHALL MAINTAIN 20' HORIZONTAL CLEARANCE FROM CENTERLINE OF EXISTING POWER LINES OR AS REQUESTED BY THE POWER COMPANY.

6. ALL EXCAVATIONS IN AREAS OF EXISTING UTILITIES SHALL BE PERFORMED BY HAND.

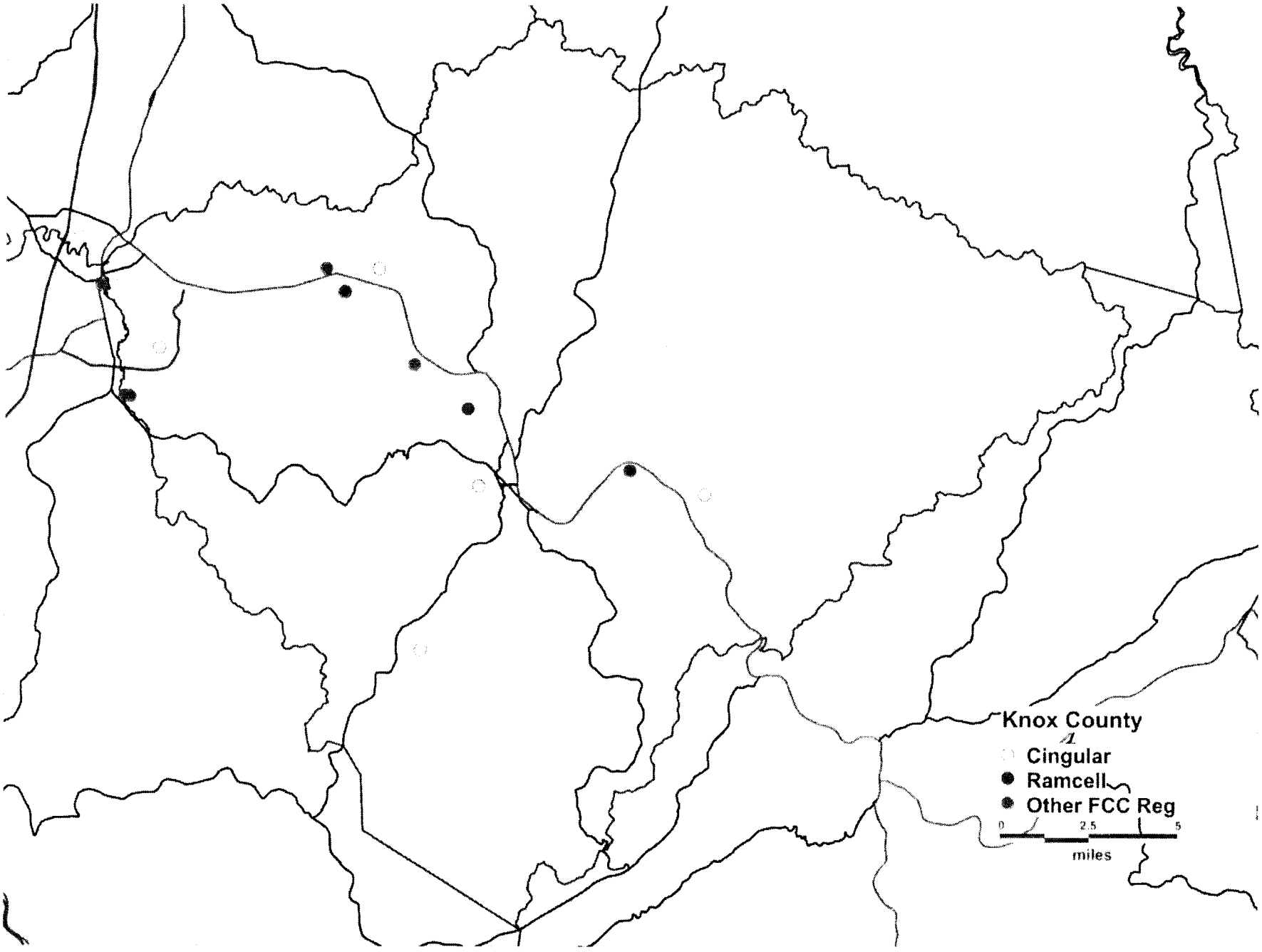
7. CONTRACTOR IS RESPONSIBLE FOR ANY COSTS TO REPAIR OR DOWNTIME RELATED CHARGES.

8. CONTRACTOR SHALL PROVIDE ALL MATERIALS REQUIRED FOR THE GROUNDING INSTALLATION.

9. CINGULAR REPRESENTATIVE SHALL BE GIVEN NO LESS THAN 48 HOUR NOTICE FOR PRE-CONSTRUCTION WALK AND GROUNDING / MEGGER INSPECTION.

J:\General Dynamics\Standard Sheets\Colocation\G-1_Colo.dwg, 04/28/04 02:42:34 PM

EXHIBIT D
COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST AND MAP OF LIKE FACILITIES IN VICINITY


Knox County
Cingular
Ramcell
Other FCC Reg
0
2.5
5
miles

Knox County

Longitude	Latitude	Owner	FCC Reg	Height (m)	City	Status
-83.929289	36.800133	Proposed Cingular Wireless site called Logan Gap	tbd	tbd	Swan Lake, KY	Proposed
-83.783822	36.863036	Proposed Cingular Wireless site called Baughman	tbd	tbd	Baughman, KY	Proposed
-84.064006	36.922044	Proposed Cingular Wireless site called Corbin Bypass	tbd	tbd	Corbin, KY	Proposed
-84.094139	36.947083	American Towers, Inc. (Cingular Wireless co-location called Corbin)	1003734	88.1	CORBIN, KY	Constructed
-84.079167	36.902222	ENCORE COMMUNICATION	1043525	111.8	WOODBINE, KY	Constructed
-84.081944	36.902500	ENCORE COMMUNICATION DBA = FM	1043526	185.9	WOODBINE, KY	Constructed
-83.978333	36.954167	EUBANKS REALTY CORP	1043528	132.6	GRAY, KY	Constructed
-83.905278	36.897500	LITCHFIELD COUNTY CELLULAR, INC. DBA = RAMCELL OF KENTUCKY	1043634	79.2	BARBOURVILLE, KY	Constructed
-83.899694	36.866333	BELLSOUTH PERSONAL COMMUNICATIONS, LLC (Cingular Wireless site called Barbourville)	1043805	60.5	BARBOURVILLE, KY	Constructed
-83.968611	36.945000	KENTUCKY, COMMONWEALTH OF DBA = KY EMERGENCY WARNING SYSTEM KEWS	1044808	85.0	GRAY, KY	Constructed
-83.951167	36.954111	BELLSOUTH PERSONAL COMMUNICATIONS, LLC (Cingular Wireless site called Gray)	1052499	93.0	GRAY, KY	Constructed
-83.969083	36.944611	C&C TOWER RENTAL	1231917	58.5	CORBIN, KY	Constructed
-83.932833	36.915250	HEMPHILL CORPORATION	1232545	106.3	GRAY, KY	Granted
-83.822028	36.872667	HEMPHILL CORPORATION	1232713	106.4	BIMBLE, KY	Granted

License Search

Search Results

Specified Search

State = **Kentucky**
County = **KNOX**
Radio Service = **CL, CW**

8 Matches (all results displayed)

[PA]= Pending Application(s)

	Call Sign	Licensee Name	FRN	Radio Service	Status	Expiration Date
1	KNKN673	BellSouth Personal Communications, LLC	0004205977	CL	Active	10/01/2011
2	KNKN787	LITCHFIELD COUNTY CELLULAR, INC.	0001801307	CL	Active	10/01/2011
3 [PA]	KNLF251	AT&T Wireless PCS, LLC	0003291192	CW	Active	06/23/2005
4	KNLF252	WIRELESSCO, L.P.	0002316545	CW	Active	06/23/2005
5	KNLG232	Northstar Technology, LLC	0005869136	CW	Terminated	04/28/2007
6	KNLH408	POWERTEL KENTUCKY LICENSES, INC.	0001831189	CW	Active	04/28/2007
7	KNLH409	POWERTEL KENTUCKY LICENSES, INC.	0001831189	CW	Active	04/28/2007
8 [PA]	WPOI255	Tritel A/B Holding Corp.	0005411699	CW	Active	06/23/2005

EXHIBIT E
CO-LOCATION REPORT

cingular WIRELESS

David R. Czarnecki
RF Design Engineer
Central and East Kentucky
3120 Wall Street Suite 200
Lexington, KY 40513
Phone: 859.338.5412

May 17, 2004

To Whom It May Concern:

Dear Sir or Madam:

There were no suitable existing structures located within or near the Logan Gap search area to examine in order to determine development potential for the Logan Gap project.

David R. Czarnecki

David R. Czarnecki
RF Design Engineer

EXHIBIT F
APPLICATION TO FAA

Federal Aviation Administration
Southern Regional Office
1701 Columbia Avenue-ASO-520
College Park, GA 30337

Aeronautical Study No.
2004-ASO-3546-OE

Issued Date: 7/7/2004

MARGARET COLPA (KY11/LOGAN GAP)
CINGULAR WIRELESS LLC
17330 PRESTON ROAD SUITE 100A
DALLAS, TX 75252

**** 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:

Structure Type:	Antenna Tower
Location:	BARBOURVILLE, KY
Latitude:	36-48-0.48 NAD 83
Longitude:	83-55-45.44
Heights:	320 feet above ground level (AGL)
	1890 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 70/7460-1 AC 70/7460-1K Change 1,
Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12.

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:

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

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

As a result of this structure being critical to flight safety, it is required that the FAA be kept appraised as to the status of the project. Failure to respond to periodic FAA inquiries could invalidate this determination.

This determination expires on 1/7/2006 unless:

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

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

EXPIRATION DATE.

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

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

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

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

If we can be of further assistance, please contact our office at (404)305-5579. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2004-ASO-3546-OE.

Signature Control No: 386306-288576 (DNE)

Earl P Newalu Jr.
Specialist

Attachment(s)
Frequency Data

7460-2 Attached

Frequency Data for ASN 2004-ASO-3546-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
806	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	932	MHz	3500	W
932	932.5	MHz	50.1	W
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W

EXHIBIT G
APPLICATION TO KENTUCKY AIRPORT ZONING COMMISSION

Kentucky Airport Zoning Commission
200 Mero Street
Frankfort, KY 40622

Logan Gap
(502) 564-4480
fax: (502) 564-7953
No.: AS-061-1A6-04-084

CONDITIONAL APPROVAL

June 2, 2004

Cingular Wireless LLC
Margaret Colpa
17330 Preston Road
Suite 100A
Dallas, TX 75252

SUBJECT: AS-061-1A6-04-084

STRUCTURE: Antenna Tower
LOCATION: Bryant's Store, KY
COORDINATES: 36-48-00.48 N / 83-55-45.44 W
HEIGHT: 320'AGL/1890'AMSL

Gentlemen:

Your application for a permit to construct or alter the above structure was reviewed at the May 27, 2004 regular meeting of the Kentucky Airport Zoning Commission. This letter is to advise you that your permit has been tentatively approved by the Commission pending the FAA Determination. Upon receipt of notification of No Hazard, No IFR/VFR Effects from the FAA and FAA recommended lighting, final approval of your application will be granted and copies forwarded to you.

If you have any questions or would like to check on the status of your permit, please feel free to call me at (502) 564-4480.

Sincerely,

Alisha L

for John Houlihan
Administrator

EXHIBIT H
GEOTECHNICAL REPORT

GEOTECHNICAL ENGINEERING REPORT

PROPOSED LOGAN GAP COMMUNICATIONS TOWER
440 OLD PRICHARD HOLLOW ROAD
BRYANTS STORE, KENTUCKY

TERRACON PROJECT NO. 57045073
AUGUST 12, 2004

Prepared For:

GENERAL DYNAMICS
Louisville, Kentucky

Prepared by:

Terracon

Louisville, Kentucky

August 12, 2004

Terracon
Consulting Engineers & Scientists

4545 Bishop Lane, Suite 101
Louisville, Kentucky 40218
Phone 502.456.1256
Fax 502.456.1278
www.terracon.com

Cingular
c/o General Dynamics
1650 Lyndon Farm Court
Louisville, Kentucky 40223

Attention: Mr. Donald Day

Re: Geotechnical Engineering Report
Proposed Logan Gap Communications Tower
440 Old Prichard Hollow Road
Bryants Store, Kentucky
Terracon Project No. 57045073

Dear Mr. Day:

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

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report, or if we may be of further service to you in any way, please feel free to contact us.

Sincerely,
Terracon

Jason L. Thompson, EIT
Staff Engineer

Erich J. Hoehler
Project Engineer

COMMONWEALTH OF KENTUCKY
TIMOTHY G. LaGROW
17758
REGISTERED PROFESSIONAL ENGINEER

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

n:\projects2004\geotechnical\57045073\g57045073.doc

Attachments: Geotechnical Engineering Report

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GEOTECHNICAL ENGINEERING REPORT

PROPOSED LOGAN GAP COMMUNICATIONS TOWER
440 OLD PRICHARD HOLLOW ROAD
LOUISVILLE, KENTUCKY

TERRACON PROJECT NO. 57045073
August 12, 2004

1.0 INTRODUCTION

The purpose of this report is to describe the subsurface conditions encountered in the boring, analyze and evaluate the test data, and provide recommendations regarding the design and construction of foundations and earthwork for the proposed tower. One boring extending to a depth of approximately 25 feet below the existing ground surface was drilled at the site. An individual boring log and a boring location plan are included with this report.

2.0 PROJECT DESCRIPTION

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

Vertical Load:	650 kips
Horizontal Shear:	80 kips
Uplift:	550 kips

A small, lightly loaded equipment building will also be constructed. Wall and floor loads for this building are not anticipated to exceed 1 kip per linear foot and 100 pounds per square foot, respectively. Based on the proposed tower construction, minimal grading operations are anticipated.

The boring was located at the center of the proposed tower location. The area was a heavily wooded mountainside and required clearing before drilling operations could commence.

3.0 EXPLORATION PROCEDURES

3.1 Field Exploration

The subsurface exploration consisted of drilling and sampling one boring at the site to a depth of about 25 feet below existing grade. Due to the wooded site, clearing was required to gain access to the boring location. Ground surface elevations were not available at the time of this report and have been omitted from the boring log.

The boring was drilled with an ATV-mounted rotary drill rig using hollow stem augers to advance the borehole. Representative soil samples were obtained by the split-barrel

sampling procedure in general accordance with the appropriate ASTM standard. In the split-barrel sampling procedure, the number of blows required to advance a standard 2-inch O.D. split-barrel sampler the last 12 inches of the typical total 18-inch penetration by means of a 140-pound hammer with a free fall of 30 inches, is the standard penetration resistance (SPT) value (N-Value). This value is used to estimate the in-situ relative density of cohesionless soils and the consistency of cohesive soils. The sampling depths, penetration distance, and standard penetration resistance values are shown on the boring log. The samples were sealed and delivered to the laboratory for testing and classification.

Auger refusal was encountered at a depth of about 5 feet. Below this depth, the boring was advanced into the refusal materials using a diamond bit attached to the outer barrel of a double core barrel. The inner barrel collected the cored material as the outer barrel was rotated at high speeds to cut the rock. The barrel was retrieved to the surface upon completion of each drill run. Once the core samples were retrieved, they were placed in a box and logged. The rock was later classified by an engineer and the "percent recovery" and rock quality designation (RQD) were determined.

The "percent recovery" is the ratio of the sample length retrieved to the drilled length, expressed as a percent. The RQD is the percentage of the length of broken cores retrieved which have core segments at least 4 inches in length compared to each drilled length. The RQD is related to rock soundness and quality as illustrated below:

TABLE 1
ROCK QUALITY DESIGNATION (RQD)

Relation of RQD and In-situ Rock Quality	
RQD (%)	Rock Quality
90 - 100	Excellent
75 - 90	Good
50 - 75	Fair
25 - 50	Poor
0 -25	Very Poor

A field log of the boring was prepared by a Terracon engineer. This log included visual classifications of the materials encountered during drilling as well as the engineer's interpretation of the subsurface conditions between samples. The final boring log included with this report represents an interpretation of the engineer's field log and a visual classification of the soil samples made by the Geotechnical Engineer and the results of laboratory testing.

3.2 Laboratory Testing

The samples were classified in the laboratory based on visual observation, texture and plasticity. The descriptions of the soils indicated on the boring log are in accordance with the enclosed General Notes and the Unified Soil Classification System. Estimated group symbols according to the Unified Soil Classification System are given on the boring log. A brief description of this classification system is attached to this report.

The laboratory testing program consisted of performing a water content test on a representative soil sample. Information from this test was used in conjunction with field penetration test data to evaluate soil strength in-situ, volume change potential, and soil classification. Results of this test is provided on the boring log.

4.0 EXPLORATORY FINDINGS

4.1 Subsurface Conditions

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

Beneath the surface, the boring encountered lean clay (CL) with a trace of sand and rock fragments extending to auger refusal at a depth of about 5 feet below grade. The clay exhibited a very stiff consistency based on SPT N-values that ranged from 12 to over 30 blows per foot (bpf).

Below a depth of about 5 feet, rock coring techniques were employed to sample the refusal materials. The bedrock was found to consist of about 3 feet of sandstone underlain by shale and/or mudstone with interbedded sandstone to a depth of about 20 feet below grade. The upper 10 feet of sandstone and shale is severely weathered based on core recoveries of 20 to 60 percent. The quality of this bedrock stratum is considered very poor as defined by RQD values less than 25 percent. The quality of the shale and sandstone bedrock improves from a depth of about 15 to 20 feet below grade based on an RQD value of 78 percent.

From about 20 to 24 1/2 feet below grade, the core sample consisted of moderately weathered coal with interbedded shale. From 24 ½ to 25 feet, the coring encountered soft, gray shale that exhibited slight weathering. Core recovery from 20 to 25 feet was 85 percent. Bedrock quality is considered very poor as defined by an RQD value of 9 percent.

Rock coring was terminated at a depth of 25 feet.

4.2 Site Geology

Based on a review of the Geologic Map of the Barbourville Quadrangle, Kentucky (1975), the site is underlain by the Breathitt Formation. This formation is composed of interbedded layers of sandstone, siltstone, shale and coal. The formation is located in the Eastern Kentucky Coal Fields and can be over 1,300-feet thick.

4.3 Groundwater Conditions

No groundwater was encountered during the auger drilling portion of the borehole. Water was used to advance the borehole during rock coring operations. The introduction of water into the borehole precluded obtaining accurate groundwater level readings at the time of drilling operations. Long term observation of the groundwater level in monitoring wells, sealed from the influence of surface water, would be required to obtain accurate groundwater levels on the site.

Fluctuations of the groundwater level can occur due to seasonal variations in the amount of rainfall, runoff, and other factors not evident at the time the boring was performed. Perched water could develop at higher levels within more permeable layers following periods of heavy or prolonged precipitation. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project.

5.0 ENGINEERING RECOMMENDATIONS

5.1 Tower Foundation

Based on the encountered subsurface conditions, the proposed tower can be either founded on drilled piers or on a mat foundation. The equipment building may be supported on shallow spread footings. Design recommendations for the tower drilled pier and mat foundation, as well as shallow footings for the equipment building, are presented in the following paragraphs.

Drilled Pier Foundation Design Parameters

Depth * (feet)	Description **	Allowable Skin Friction (psf)	Allowable End Bearing Pressure (psf)	Allowable Passive Pressure (psf)	Internal Angle of Friction (Degree)	Cohesion (psf)	Lateral Subgrade Modulus (pci)	Strain, $\&_{50}$ (in/in)
0 - 3	Lean Clay	Ignore	Ignore	Ignore	-	-	Ignore	Ignore
3 - 5	Lean Clay	400	ignore	1,250	0	1,250	100	0.008
5 - 8	Sandstone	1,000	Ignore	2,000	0	4,000	320	0.004
8 - 15	Highly Weathered Shale	425	Ignore	1,500	0	1,500	120	0.007
15 - 20	Sandstone and Shale	2,500	10,000	5,000	0	50,000	2,400	0.0001
20 - 25	Coal and Shale	850	6,000	1,250	0	1,250	280	0.004

* Pier inspection is recommended to adjust pier length if variable soil/rock conditions are encountered.
** A total unit weight of 120 and 140 pcf can be estimated for the lean clay/coal and shale, respectively.

The above indicated cohesion, friction angle, lateral subgrade modulus and strain values have no factors of safety, and the allowable skin friction and the passive resistances have factors of safety of 2. The cohesion, internal friction angle, lateral subgrade modulus and strain values given in the above table are based on the boring, published correlation values and Terracon's past experience with similar soil and rock types. These values should, therefore, be considered approximate. To mobilize the higher rock strength parameters, the pier should be socketed at least 3 feet into bedrock. Furthermore, it is assumed that the rock socket is developed using coring rather than blasting techniques. The allowable end bearing pressure provided in the table has an approximate factor of safety of at least 3. Total settlement of drilled piers designed using the above parameters is not anticipated to exceed 1/2 inch.

The upper 3 feet of lean clay should be ignored due to the potential affects of frost action and construction disturbance. To avoid a reduction in uplift and lateral resistance caused by variable bedrock depths and bedrock quality, it is recommended that a minimum pier length and minimum competent rock socket length be stated on the design drawings. Bedrock was encountered in our boring below a depth of about 5 feet, but could vary between tower legs, if the tower is moved from the location of our boring, or if significant grade changes occur at the site. If the tower center is moved more than 25 feet, our office should be notified to review our recommendations and determine whether an additional boring is required. To facilitate pier length adjustments that may be necessary because of variable rock conditions, it is recommended that a Terracon representative observe the drilled pier excavation.

A drilled pier foundation should be designed with a minimum shaft diameter of 30 inches to facilitate clean out and possible dewatering of the pier excavation. Care should be taken so that the sides and bottom of the excavations are not disturbed during construction. The

bottom of the shaft should be free of loose soil or debris prior to reinforcing steel and concrete placement.

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

If desired, a mat foundation can be used to support the proposed tower. The mat foundation can be designed using the following natural soil/engineered fill parameters. These parameters are based on the findings of the boring, a review of published correlation values and Terracon's experience with similar soil conditions. These design parameters also assume that the base of the mat foundation will rest on natural soils or well-graded crushed stone that is compacted and tested on a full time basis.

Mat Foundation Design Parameters

Depth (feet)	Description	Allowable Contact Bearing Pressure (psf)	Allowable Passive Pressure (psf)	Coefficient of Friction, Tan δ	Vertical Modulus of Subgrade Reaction (pci)
0 - 2	Topsoil and Lean Clays	Ignore	Ignore	-	
≥ 2	Lean Clay	2,500	Ignore	0.35	125

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

5.2 Equipment Building Foundations

The proposed equipment shed may be supported on shallow footings bearing on stiff natural soils. The equipment building foundations should be dimensioned using a net allowable soil bearing pressure of 2,500 pounds per square foot (psf). In using net allowable soil pressures for footing dimensioning, the weight of the footings and backfill over the footings need not be considered. Furthermore, the footings should be at least 12 inches wide and a minimum of 2.0 feet square.

The geotechnical engineer or a qualified representative should observe the foundation excavations to verify that the bearing materials are suitable for support of the proposed loads. If, at the time of such observation, any soft soils are encountered at the design foundation elevation, the excavations should be extended downward so that the footings rest on stiff soils. If it is inconvenient to lower the footings, the proposed footing elevations may be re-established by backfilling after the undesirable material has been removed.

The recommended soil bearing value should be considered an upper limit, and any value less than that listed above would be acceptable for the foundation system. Using the value given, total settlement would be about 1 inch or less with differential settlements being less than 75 percent of total settlement. Footings should be placed at a depth of 1.5 feet, or greater, below finished exterior grade for protection against frost damage.

5.3 Parking and Drive Areas

The drive that accesses the site will be surfaced with crushed stone. Parking and drive areas that are surfaced with crushed stone should have a minimum thickness of 6 inches and be properly placed and compacted as outlined herein. The crushed stone should meet Kentucky Transportation Cabinet specifications and applicable local codes.

A paved section consisting only of crushed graded aggregate base course should be considered a high maintenance section. Regular care and maintenance is considered essential to the longevity and use of the section. Site grades should be maintained in such a manner as to allow for adequate surface runoff. Any potholes, depressions or excessive rutting that may develop should be repaired as soon as possible to reduce the possibility to the soil subgrade.

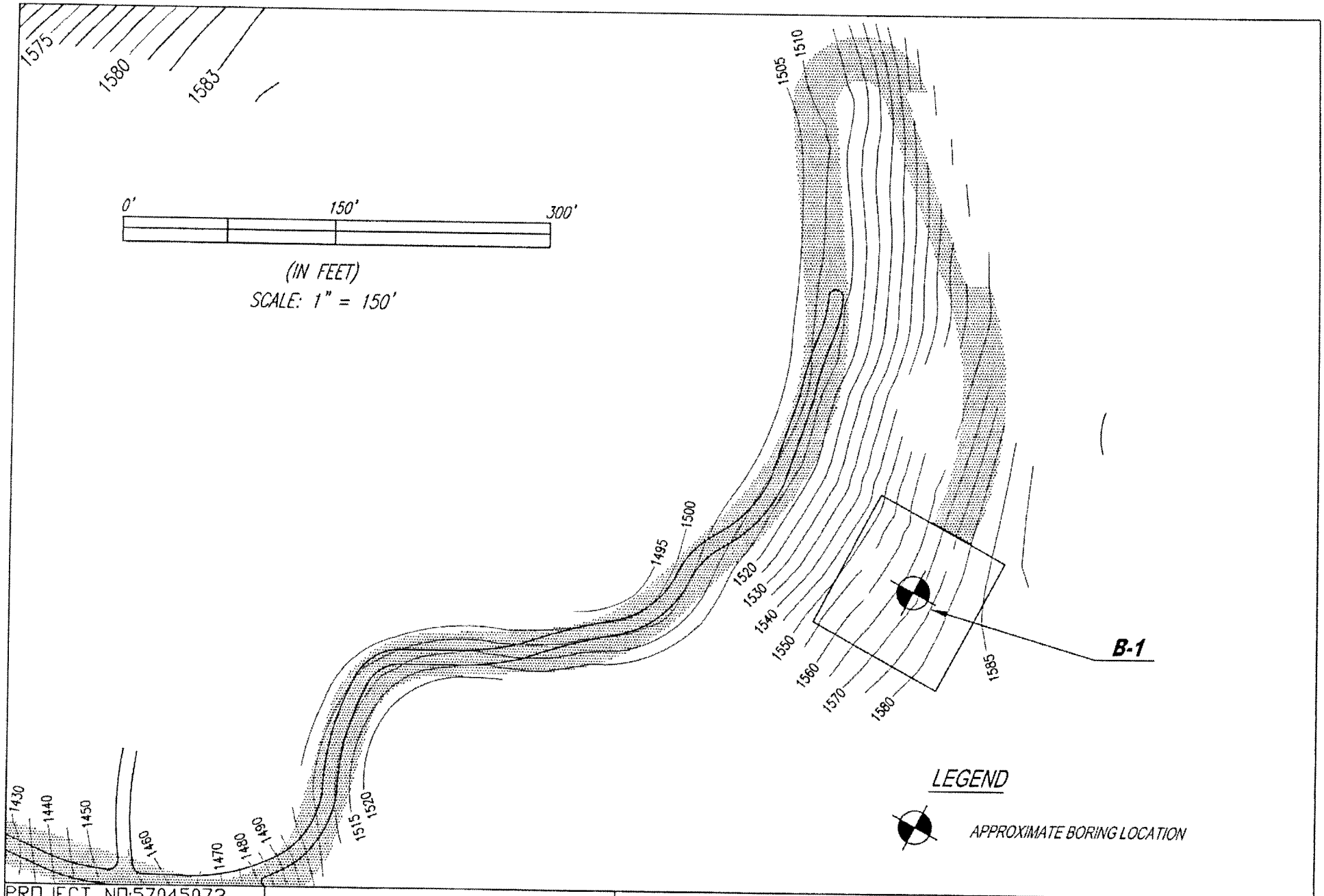
5.4 Site Preparation

Site preparation should begin with the removal of any topsoil, loose, soft or otherwise unsuitable materials from the construction area. The geotechnical engineer should evaluate the actual stripping depth, along with any soft soils that require undercutting at the time of construction.

Any fill and backfill placed on the site should consist of approved materials that are free of organic matter and debris. Fill placed beneath the tower mat foundation should be limited to granular soils and well graded limestone rock. Suitable fill materials beneath the equipment building and roads can consist of either granular material or low-plasticity soil. Low-plasticity cohesive soil should have a liquid limit of less than 45 percent and a plasticity index of less than 25 percent. Based on our visual classification, the on site soils are considered suitable for re-use as fill. It is recommended that during construction these soils should be further tested and evaluated prior to use as fill. Fill should not contain frozen material and it should not be placed on a frozen subgrade.

The fill should be placed and compacted in lifts of 9 inches or less in loose thickness. Fill placed below structures or used to provide lateral resistance should be compacted to at least 98 percent of the material's maximum standard Proctor dry density (ASTM D-698). Fill should be placed, compacted, and maintained at moisture contents within minus 1 to plus 3 percent of the optimum value determined by the standard Proctor test.

Appendix A



PROJECT NO:	57045073
DATE:	August 12, 2004
SCALE:	GRAPHIC
DRAWN BY:	J. THOMPSON
CHECKED BY:	E. HOEHLER
DRAWING NO:	

BORING LOCATION PLAN
LOGAN GAP
BRYANTS STORE, KENTUCKY

Terracon

GENERAL DYNAMICS
1650 LYNDON FARM COURT
LOUISVILLE, KY

LOG OF BORING NO. B-1

CLIENT: **General Dynamics**

SITE: **Bryant's Store, Kentucky**

PROJECT: **Logan Gap**

DEPTH, ft.	GRAPHIC LOG	DESCRIPTION	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES SPT - N * BLOWS / ft.	TESTS WATER CONTENT, %	TESTS DRY UNIT WT pcf	TESTS UNCONFINED STRENGTH, psf
		Lean Clay, Brown, Very stiff with a trace of sand and rock fragments	CL	1	SS	10	12	10		
			CL	2	SS	4	50/5	7		
5		**Auger Refusal at 5 feet, Began Coring**								
		Sandstone, Brown, Hard, Severely weathered		3	DB	60%	RQD 22%			
8										
		Highly Weathered Shale, Brown, Soft								
10				4	DB	20%	RQD 0%			
15										
16		**Sandstone**, Brown, Hard, Moderately weathered		5	DB	85%	RQD 78%			
		Shale, Gray, Hard								
20										
		Coal, Moderately hard, Moderately weathered, with interbedded shales (5%)		6	DB	85%	RQD 9%			
24.5										
25		**Shale**, Gray, Soft, Slightly weathered								
		Boring Terminated at 25 feet								

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

* Manual Hammer

WATER LEVEL OBSERVATIONS, ft		
WL	▽ DRY	▼
WL	▼	▼
WL		

Terracon

BORING STARTED	8-3-04		
BORING COMPLETED	8-3-04		
RIG	CME-550	FOREMAN	GT
APPROVED	EJH	JOB #	57045073

BOREHOLE 99 LOGS.GPJ TERRACON.GDT 8/16/04

GENERAL NOTES

DRILLING & SAMPLING SYMBOLS:

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

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

WATER LEVEL MEASUREMENT SYMBOLS:

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

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

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

CONSISTENCY OF FINE-GRAINED SOILS

Unconfined Compressive Strength, Qu, psf	Standard Penetration or N-value (SS) Blows/Ft.	Consistency
< 500	<2	Very Soft
500 – 1,000	2-3	Soft
1,001 – 2,000	4-6	Medium Stiff
2,001 – 4,000	7-12	Stiff
4,001 – 8,000	13-26	Very Stiff
8,000+	26+	Hard

RELATIVE DENSITY OF COARSE-GRAINED SOILS

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

RELATIVE PROPORTIONS OF SAND AND GRAVEL

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

GRAIN SIZE TERMINOLOGY

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

RELATIVE PROPORTIONS OF FINES

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

PLASTICITY DESCRIPTION

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

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GENERAL NOTES

Description of Rock Properties

WEATHERING

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

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

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

Joint, Bedding and Foliation Spacing in Rock[a]

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

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

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

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

UNIFIED SOIL CLASSIFICATION SYSTEM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Q] PI plots below "A" line.

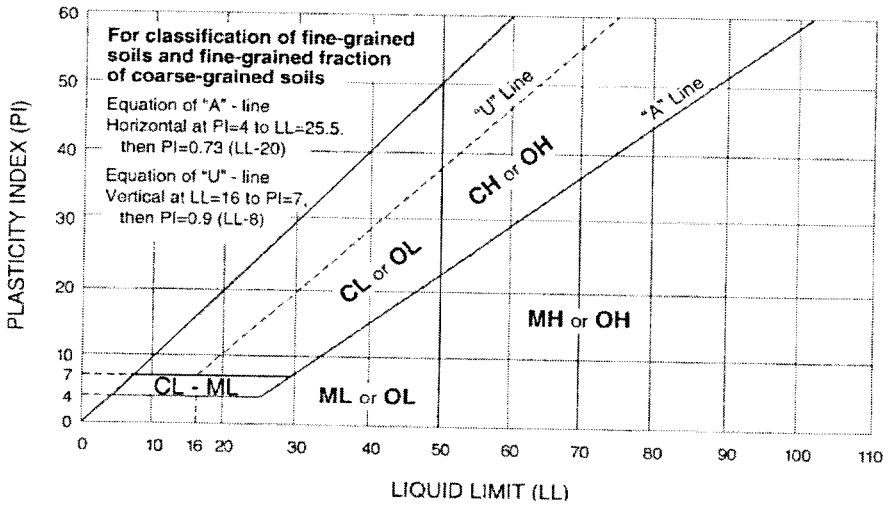

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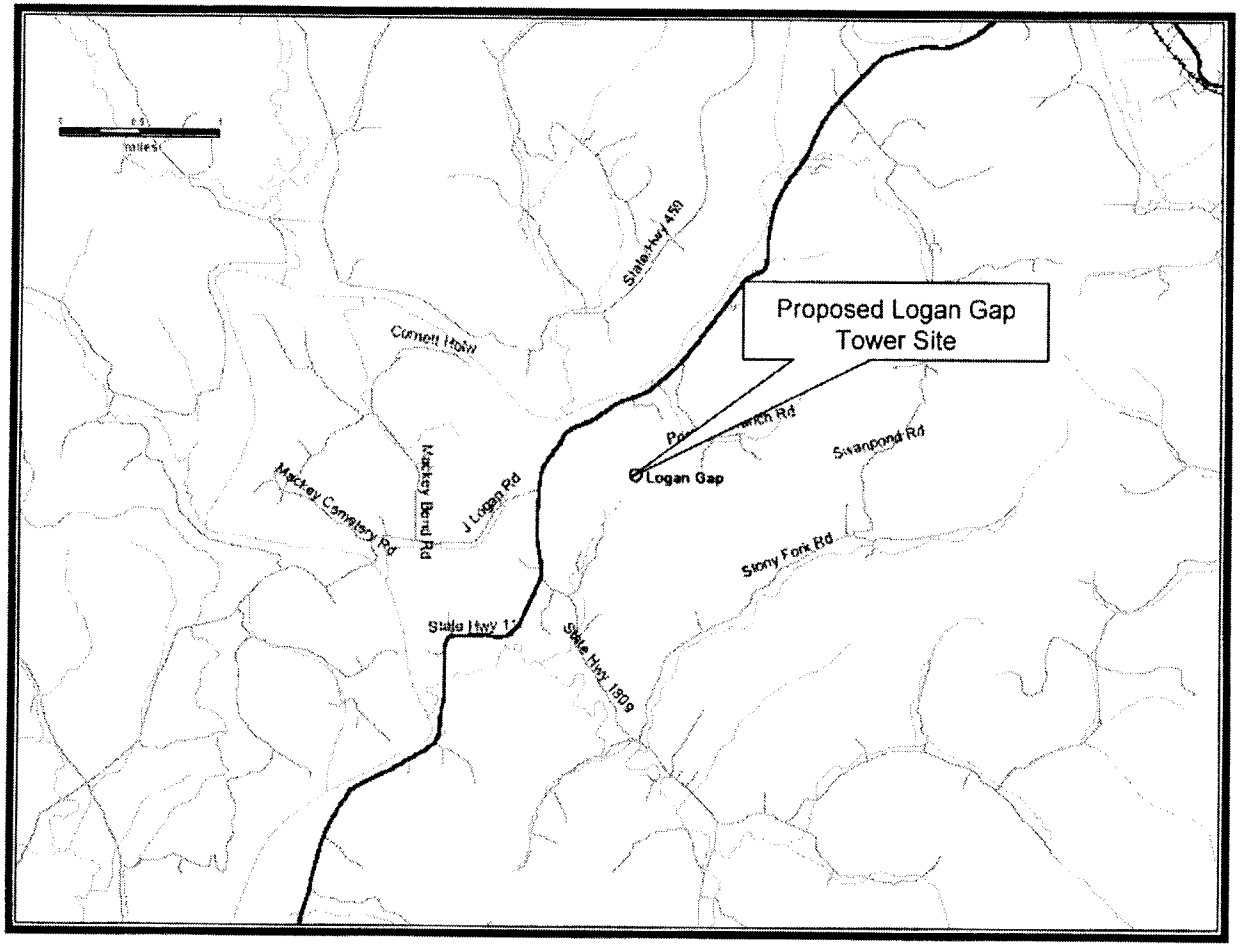
EXHIBIT I
DIRECTIONS TO WCF SITE

Directions to Proposed Logan Gap Tower Site



- From Barbourville, take SR 11 southwest to Route 1809. Turn left onto Route 1809. Take the first left onto Old Prichard Hollow Road. The site will be located at 440 Old Prichard Road. Take the dirt logging road past the residence to the top of the ridge.
- Prepared by: Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, Kentucky 40165. Telephone: 1-800-516-4293.

EXHIBIT J
COPY OF REAL ESTATE AGREEMENT

EST-LGP

Site Name: Logan Gap (A)
Site No: _____

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT, made this 14th of June, 2004, by and between BRIAN STAPLETON AND DAWN STAPLETON, his wife of 7852 Robinson, Allen Park MI 48101 and MICHAEL STAPLETON of 440 Old Prichard Hollow Road, Bryant's Store, KY 40921 "**LANDLORD**"), and **BELLSOUTH MOBILITY LLC**, a Georgia limited liability company, doing business as Cingular Wireless, its affiliates, successors and assigns (the "**TENANT**").

PROPERTY

LANDLORD is the owner of certain real property located at 440 Old Prichard Hollow Road, Bryant's Store in Knox County, State of Kentucky 40921(the "**Parent Tract**"), and TENANT desires to obtain an option to lease a portion of such real property, containing approximately10,000 (100' x 100') square feet, together with a right of way thereto as hereinafter described (such portion of real property and such right of way being hereinafter called the "**Leased Property**"). The Parent Tract is more specifically described in Exhibit "A" attached hereto and made a part hereof. The Leased Property is more specifically described in, and substantially shown on, Exhibit "B" attached hereto and made a part hereof, as the same may be hereafter supplemented and amended by a survey of the Leased Property obtained by TENANT.

OPTION

NOW THEREFORE, in consideration of the
(the "**Option Money**"), to be paid by TENANT to LANDLORD within thirty (30) days after TENANT's execution of this Agreement, LANDLORD hereby grants to TENANT the exclusive right and option (the "**Option**") to lease the Leased Property in accordance with the terms and conditions set forth herein.

A. **Option Period**. The Option may be exercised at any time on or prior to October 31, 2004 (the "**Option Period**"). At TENANT's election, the Option Period may be extended for one additional period of six (6) months, through and including April 30, 2005, with an additional payment by TENANT to LANDLORD of
The Option Period may be further extended by mutual written agreement. If TENANT fails to exercise the Option within the Option Period as it may be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed completely surrendered, LANDLORD shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

B. **Transfer of Option**. The Option may be sold, assigned or transferred at any time by TENANT to TENANT's parent company or to any affiliate or subsidiary of, or partner in, TENANT or its parent company, or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of LANDLORD, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by TENANT to a third

party agreeing to be subject to the terms hereof, TENANT shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

C. **Changes in Leased Property During Option Period**. If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD decides to subdivide, sell, or change the status of the zoning of, the Leased Property or any of LANDLORD's contiguous, adjoining or surrounding property as described on Exhibit "A" hereto (the "**Surrounding Property**"), LANDLORD shall immediately notify TENANT in writing. Any sale of the Leased Property shall be subject to TENANT's rights under this Agreement. LANDLORD agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD shall not initiate or consent to any change in the zoning of the Leased Property or LANDLORD's Surrounding Property or impose or consent to any other restriction that would prevent or limit TENANT from using the Leased Property for the uses intended by TENANT as hereinafter set forth in this Agreement.

D. **Title**. LANDLORD warrants that LANDLORD holds good and marketable title to the Leased Property and has the full power and authority to enter into and execute this Agreement. LANDLORD further warrants that there are no deeds to secure debt, deeds of trust, mortgages, liens or judgments encumbering the Leased Property and no restrictive covenants or other encumbrances on the title to the Leased Property that would prevent TENANT from using the Leased Property for the uses intended by TENANT as set forth in this Agreement.

E. **Inspections**. LANDLORD shall permit TENANT and TENANT's employees, agents and contractors during the Option Period, and any extension thereof, free ingress and egress to and from the Leased Property in order to conduct structural strength analyses, subsurface boring tests, environmental inspections (including Phase I and Phase II audits), radio frequency tests, and such other tests, investigations and similar activities as TENANT may deem necessary or desirable (collectively, the "**Inspections**"), at the sole cost of TENANT. The scope, sequence and timing of the Inspections shall be at the sole discretion of TENANT. The Inspections may be commenced at any time during the aforementioned Option Period and, if the Option is exercised, at any time during the term of this Agreement. TENANT and its employees, agents and contractors shall have the right to bring the necessary vehicles and equipment onto the Leased Property and the LANDLORD's Surrounding Property to conduct such tests, investigations and similar activities. TENANT shall indemnify and hold LANDLORD harmless against any loss or damage for personal injury or physical damage to the Leased Property, LANDLORD's Surrounding Property or the property of third parties resulting from any Inspections. Upon written request, TENANT shall furnish to LANDLORD copies of the environmental findings. However, LANDLORD shall not rely on said environmental findings for anything outside this Agreement and shall indemnify and hold TENANT harmless from such findings.

F. **Surveys**. LANDLORD also hereby grants to TENANT the right to survey the Leased Property and LANDLORD's Surrounding Property, and the legal description of the

Leased Property on the survey obtained by TENANT shall then be added to and incorporated into Exhibit "B" of this Agreement, and shall control in the event of discrepancies between it and any preliminary description of the Leased Property shown on Exhibit "B".

G. **Governmental Approvals**. TENANT's ability to use the Leased Property is contingent upon its obtaining all certificates, permits, licenses and other approvals that may be required by any governmental authorities. LANDLORD shall cooperate with TENANT in its effort to obtain such certificates, permits, licenses and other approvals. During the Option Period, and during the term of this Agreement if the Option is exercised, LANDLORD agrees to sign such papers as are required to file applications with the appropriate zoning authority and other governmental authorities for the proper zoning of the Leased Property and for other certificates, permits, licenses and approvals as are required for the use of the Leased Property as intended by TENANT. If requested by TENANT, any such applications may be filed with respect to not only the Leased Property, but also LANDLORD's Surrounding Property. TENANT will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit, license or approval for the Leased Property deemed necessary by TENANT. LANDLORD agrees not to register any written or verbal opposition to any such procedures.

H. **Utility Services**. During the Option Period, and during the term of this Agreement if the Option is exercised, LANDLORD shall cooperate with TENANT in TENANT's effort to obtain utility services along the access right-of-way contained in the Leased Property or other portions of LANDLORD's Surrounding Property, by signing such documents or easements as may be required by the utility companies. In the event any utility company is unable or unwilling to use the aforementioned right-of-way, LANDLORD hereby agrees to grant an additional right-of-way either to TENANT or to the utility company at no cost to TENANT. If LANDLORD fails to fulfill LANDLORD's obligations to cooperate with TENANT as required herein in obtaining the governmental approvals or utility services contemplated by this Agreement, then in addition to any rights or remedies that TENANT may have at law or in equity, TENANT shall also be entitled to reimbursement from LANDLORD, upon demand, of all costs and expenses incurred by TENANT in connection with its activities under this Agreement, including but not limited to costs of environmental assessments, title examinations, zoning application fees and attorney's fees and other legal expenses of TENANT. In the event LANDLORD desires to relocate the utilities and utility easement(s), LANDLORD will obtain all certificates, permits and other approvals required by the utility company at LANDLORD's sole cost. All activities related to the relocation of such utilities shall not interfere with the construction, maintenance or operation of TENANT's facility.

I. **Exercise of Option**. TENANT shall exercise the Option by written notice to LANDLORD by certified mail, return receipt requested. The notice shall be deemed effective on the date it is posted. On and after the date of such notice, this Agreement shall also constitute a Lease Agreement between LANDLORD and TENANT on the following terms and conditions:

Site Name: Logan Gap (A)
Site No: _____

LEASE AGREEMENT

1. **Lease of Leased Property**. LANDLORD hereby leases to TENANT the Leased Property as described above, which includes the grant of a nonexclusive right and easement during the term of this Agreement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along the twenty foot (20') wide right of way extending from the nearest public right of way, which is known as Old Prichard Hollow Road, to the Leased Property, as such right of way is shown on Exhibit "B" hereto.

2. **Initial Term and Rental**. This Agreement shall be for an initial term of five (5) years beginning on the date the Option is exercised by TENANT (the "**Commencement Date**"), at an annual rental of , to be paid in equal monthly installments on the first day of each month during the term hereof, in advance, to the LANDLORD or to such other person, firm or place as the LANDLORD may, from time to time, designate in writing at least sixty (60) days in advance of any rental payment date. If the lease term shall commence on a date other than the first day of a calendar month, TENANT shall make a prorated payment of the installment of the annual rental payable for the first and last month of the term of this Agreement.

3. **Extension of Term**. TENANT shall have the option to extend the term of this Agreement for four (4) additional consecutive five (5) year periods. Each option for an extended term shall be deemed automatically exercised without notice by TENANT to LANDLORD unless TENANT gives LANDLORD written notice of its intention not to exercise any such extension option at least six (6) months prior to the end of the then current term. If TENANT gives LANDLORD written notice of its intention not to exercise any such option, the term of this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended from time to time as provided in this Agreement.

4. **Extended Term Rental**. The annual rental for the extended terms shall be as follows:

Extended Term	Annual Rental
1st	
2nd	
3rd	
4th	

The annual rental for any extended term shall be payable in the same manner as the annual rental for the initial term.

5. **Continuance of Lease**. If, at least six (6) months prior to the end of the fourth (4th) extended term, either LANDLORD or TENANT has not given the other written notice of its desire that the term of this Agreement end at the expiration of the fourth (4th)

extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4th) extended term.

6. **Use**. TENANT shall use the Leased Property for the purpose of constructing, maintaining and operating a communications facility and any and all uses incidental thereto, which facility may consist of such buildings or equipment cabinets as are necessary to house telecommunications equipment, a free standing monopole, guyed or three sided antenna structure of sufficient height, as determined by TENANT now or in the future, to meet the telecommunications needs of TENANT and its subtenants, licensees and sublicensees, any and all necessary appurtenances, and a security fence of chain link or comparable construction that may, at the option of TENANT, be placed around the perimeter of the Leased Property (collectively, the "**Communications Facility**"). TENANT shall be allowed, at any time and from time to time during the term of this Agreement, to modify, supplement, replace, remove or relocate any of the improvements or equipment at the Leased Property, including the antennas, microwaves or other appurtenances, in such manner as TENANT may determine in its sole discretion. All improvements, modifications, supplements, replacements, removals or relocation which are necessary for use by TENANT or its subtenants, licensees or sublicensees, shall be made at no expense to LANDLORD. LANDLORD grants TENANT, its subtenants, licensees and sublicensees, the right to use such portions of LANDLORD's Surrounding Property as may reasonably be required during construction, installation, maintenance and operation of the Communications Facility or any equipment therein or thereon. TENANT shall maintain the Leased Property in a reasonable condition and shall be solely responsible for the repair and maintenance of any improvements on the Leased Property, excluding repair and maintenance required due to the willful misconduct or negligence of the LANDLORD, its employees, agents or contractors. LANDLORD shall not be allowed to use the Leased Property or the Surrounding Property in any manner which would cause interference with the operation of the Communications Facility or any equipment installed therein or thereon. In the event there is interference due to LANDLORD's actions or usage, LANDLORD shall immediately take all steps necessary to eliminate the interference including, if required, cutting off power to any and all objectionable equipment. Based on standard and accepted engineering practices, if LANDLORD cannot eliminate the interference within twenty-four (24) hours of its inception, LANDLORD shall immediately remove the objectionable equipment and/or cease operations.

7. **Governmental Approvals**. LANDLORD shall cooperate with TENANT in its effort to obtain and maintain in effect all certificates, permits, licenses and other approvals required by governmental authorities for TENANT's use of the Leased Property. The obligations of LANDLORD as set forth herein during the Option Period with respect to governmental approvals shall continue throughout the term of this Agreement. If at any time during the term of this Agreement, TENANT is unable to use the Leased Property for a Communications Facility in the manner intended by TENANT due to imposed zoning conditions or requirements, or in the event that after the exercise of the Option, any necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license

or approval is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable governmental authority, or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Leased Property for a Communications Facility in the manner intended by TENANT, TENANT shall have the right to terminate this Agreement by written notice to LANDLORD. In such case, LANDLORD shall retain all rentals paid to LANDLORD prior to the termination date. Upon such termination, LANDLORD and TENANT shall have no other further obligations to each other, other than TENANT's obligation to remove its property as hereinafter provided.

8. **Taxes**. TENANT shall be responsible for making any necessary returns for and paying any and all personal property taxes separately levied or assessed against TENANT's facilities or the improvements constructed by TENANT on the Leased Property. Taxes are not to be considered as additional rent, but rather as reimbursement to LANDLORD and to be separately billed. TENANT shall pay for any documented increase in ad valorem real estate taxes levied against the Leased Property which are directly attributable to the improvements constructed by TENANT on the Leased Property and are not separately levied or assessed by the taxing authorities against TENANT or the improvements of TENANT. LANDLORD shall pay all other ad valorem real property taxes levied against the Leased Property on or before the date such taxes become delinquent. LANDLORD hereby agrees that if the taxes which are levied against the LANDLORD and TENANT's improvements on LANDLORD's property are incorrectly assessed, TENANT maintains the right to appeal the tax assessment to the appropriate governmental authority, which appeal shall be paid for by TENANT. Should the State in which the Leased Property is located offer an early payment tax incentive, LANDLORD hereby agrees that TENANT shall be allowed to pay the taxes under the incentive plan which shall allow for TENANT to take advantage of any offered incentives. LANDLORD shall furnish TENANT within thirty (30) days of receipt by LANDLORD or LANDLORD's representative, a copy of the tax assessment or bill for any real or personal property taxes which are levied against the Leased Property. LANDLORD'S ability to bill TENANT for said taxes is limited to the current year tax billing in question. In no event will LANDLORD have the ability to bill for pro-rata share or estimates of taxes on future tax billings.

9. **Insurance**. Subject to Section 10 below, TENANT shall, at its sole cost and expense, at all times during the term of this Agreement maintain in effect a policy or policies of insurance: a) covering its personal property located on the Leased Property and TENANT's improvements to the Leased Property, providing protection against any peril included under insurance industry practices within the classification "fire and extended coverage," providing protection as deemed desirable by TENANT with respect to its personal property and to the full insurable value of TENANT's improvements; and b) commercial general liability insurance with minimum limits of $1,000,000 for injury to or death of one or more persons in any one occurrence and $1,000,000 for damage to or destruction of properties in any one occurrence. TENANT shall name the LANDLORD as an additional insured as its interest may appear in regards to the aforementioned general liability insurance policy and shall furnish LANDLORD with a certificate of insurance upon request by the LANDLORD.

10. **Self- Insurance**. TENANT shall have the right to self-insure with respect

to any of the above insurance requirements.

11. **Indemnification**.

(a) TENANT shall indemnify and hold LANDLORD harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Leased Property or LANDLORD'S Surrounding Property by TENANT or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of LANDLORD or its employees or agents.

(b) LANDLORD shall indemnify and hold TENANT harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Leased Property or Landlord's Surrounding Property by LANDLORD or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of TENANT or its employees or agents.

12. **Sale of Leased Property**.

(a) If LANDLORD, at any time during the initial or any extended term of this Agreement, decides to sell, subdivide or rezone any of the Leased Property or all or any part of LANDLORD's Surrounding Property, to a purchaser other than TENANT, LANDLORD shall promptly notify TENANT in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and TENANT's rights hereunder. LANDLORD agrees not to sell, lease or use any areas of LANDLORD's Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with TENANT's facilities or communications equipment as determined by radio propagation tests performed by TENANT in its sole discretion, any such testing to be at the expense of LANDLORD or LANDLORD's prospective purchaser, and not TENANT. If the radio frequency propagation tests demonstrate levels of interference unacceptable to TENANT, LANDLORD shall be prohibited from selling, leasing or using any areas of LANDLORD's Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. LANDLORD shall not be prohibited from the selling, leasing or use of any of LANDLORD's Surrounding Property for non-wireless communication use.

(b) In the event any person, corporation, partnership, limited liability company or other legal entity (the "**Buyer**") shall deliver to LANDLORD a bona fide, written offer to purchase the Leased Property or any part thereof, whether separate or as part of the LANDLORD's Surrounding Property, signed by Buyer and containing all terms and conditions of the proposed purchase, which offer LANDLORD desires to accept, then LANDLORD shall give TENANT notice of such offer, which notice shall state the name and address of Buyer, include a true and correct copy of such offer, and contain an offer by LANDLORD to sell the Leased Property to TENANT on the same terms and conditions as contained in such offer. Within thirty (30) days upon TENANT's receipt of the notice, TENANT may accept LANDLORD's offer by notice to LANDLORD. If TENANT shall fail to accept LANDLORD's offer within the thirty (30) day period, LANDLORD may sell the Leased Property to Buyer on

the terms and conditions set forth in Buyer's offer. In any event, any sale of the Leased Property shall be subject to all the terms and conditions of this Agreement, as the same may be amended from time to time, and TENANT's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Leased Property or LANDLORD's Surrounding Property.

(c) TENANT'S right of first refusal shall not apply in the event of a sale, transfer or conveyance of the Leased Property or LANDLORD's interest in the Leased Property in connection with the foreclosure of any mortgage, deed of trust, deed to secure debt or other similar instrument encumbering the Leased Property, whether by judicial or non-judicial sale, or by deed or assignment in lieu of foreclosure, nor shall TENANT's right of first refusal apply in the event of a sale, transfer or conveyance of LANDLORD's interest in the Leased Property to an affiliate of LANDLORD, which sale, transfer or conveyance shall be subject to all the terms and conditions of this Agreement, as the same may be amended from time to time. An "affiliate" of LANDLORD shall mean any corporation, partnership, limited liability company or other business entity of which fifty percent (50%) or more of the ownership interest is held by LANDLORD or the majority shareholder of LANDLORD or, in the case of any individual, the immediate family of such individual or a trust established for estate planning purposes where the primary beneficiaries of such trust are such individual or members of the immediate family of such individual. For purposes hereof, "immediate family" shall mean the spouse, brothers, sisters and descendants of such individual.

(d) Any sale, transfer or conveyance of the Leased Property in violation of the provisions of this Section shall be null and void.

13. **Quiet Enjoyment**. LANDLORD covenants that TENANT, on paying the rental and performing the covenants, terms and conditions required of TENANT contained herein, shall peaceably and quietly have, hold and enjoy the Leased Property and the leasehold estate granted to TENANT by virtue of this Agreement.

14. **Assignment**. TENANT may assign, sublease, license or otherwise transfer this Agreement at any time upon notice to LANDLORD.

[[illegible]]: This Agreement may be sold, assigned or transferred at any time by TENANT to TENANT's parent company or any affiliate or subsidiary of TENANT or its parent company, or to any entity with or into which TENANT is merged or consolidated, or to any entity resulting from a reorganization of TENANT or its parent company. Otherwise, this Agreement may not be sold, assigned, or transferred without the written consent of LANDLORD, such consent not to be unreasonably withheld.]

15. **Condemnation**. If notice is given to LANDLORD that the Leased Property will be condemned by any legally constituted public authority, then LANDLORD shall promptly notify TENANT of such taking or condemnation. If the whole of the Leased Property, or such portion thereof as will make the Leased Property unusable by TENANT for the purposes herein leased (as determined by TENANT in its sole discretion), is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall terminate

and expire at such time as possession thereof is taken by the public authority, and rental shall be accounted for as between LANDLORD and TENANT as of that date. However, nothing in this paragraph shall be construed to limit or adversely affect TENANT's right to seek an award of compensation from any public authority that is seeking condemnation proceeding for the taking of TENANT's leasehold interest hereunder or for the taking of TENANT's improvements, fixtures, equipment or personal property.

16. **Casualty**. If TENANT's Communications Facility or improvements are damaged or destroyed, in whole or in part, by fire or other casualty, TENANT shall not be required to repair or replace the Communications Facility or any of TENANT's improvements made by TENANT, and TENANT may terminate this Agreement by giving written notice to LANDLORD. Termination shall be effective immediately after such notice is given. Upon such termination, this Agreement shall become null and void, and LANDLORD and TENANT shall have no other further obligations to each other hereunder, other than TENANT's obligation to remove its property as hereinafter provided.

17. **Subordination**. LANDLORD shall obtain for the benefit of TENANT a commercially reasonable subordination, non-disturbance and attornment agreement (a "**Non-Disturbance Agreement**") from each holder of a mortgage, deed of trust, deed to secure debt or other similar instrument now or hereafter encumbering the Leased Property (a "**Mortgage**"), confirming that TENANT's right to quiet possession of the Leased Property during the term of this Agreement (including any extensions thereof) shall not be disturbed as long as TENANT is not in default hereunder. No such subordination shall be effective unless the holder of such Mortgage shall, either in the Mortgage itself or in a separate agreement with TENANT, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of LANDLORD's interest in the Leased Property, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of TENANT hereunder, and this Agreement shall continue in full force and effect and TENANT shall have the right to continue its use and occupancy of the Leased Property in accordance with the provisions of this Agreement as long as TENANT is not in default of this Agreement beyond applicable notice and cure periods. TENANT shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph. In the event the Leased Property is encumbered by one or more Mortgages on the Commencement Date, LANDLORD, no later than thirty (30) days after the Commencement Date, shall obtain and furnish to TENANT a Non-Disturbance Agreement in recordable form from the holder of each such Mortgage.

18. **Title Insurance**. TENANT, at TENANT's option, may obtain title insurance on the Leased Property. LANDLORD shall cooperate with TENANT's efforts to obtain title insurance by executing documents or obtaining such requested documentation as may be required by the title insurance company. If LANDLORD fails to provide requested documentation within thirty (30) days of TENANT's request, or fails to provide any Non-Disturbance Agreement required in the preceding paragraph of this Agreement, TENANT, at TENANT's option, may withhold and accrue the monthly rental until such time as all such documentation is received by TENANT.

19. **Hazardous Substances**. LANDLORD warrants, represents and agrees

that neither the LANDLORD nor, to the best of LANDLORD's knowledge, any third party has used, generated, stored, or disposed of any Hazardous Materials in, on or under the Leased Property. "Hazardous Materials" shall mean petroleum or any petroleum product, asbestos, and any other substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable Federal, State, or Local law, rule, regulation, order or ordinance. TENANT shall indemnify, defend and hold LANDLORD harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney's fees and consultant's and expert's fees) resulting from the presence or release of any Hazardous Materials on the Leased Property if caused by TENANT or persons acting under TENANT. LANDLORD shall indemnify, defend any breach of LANDLORD's representations and warranty set forth above, and hold TENANT harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney's fees and consultant's and expert's fees) resulting from (i) the presence or release of any Hazardous Materials on the Leased Property or LANDLORD's Surrounding Property unless caused by TENANT or persons acting under TENANT, or (ii) any breach of any representation or warranty of LANDLORD contained in this Section 19.

20. **Opportunity to Cure.**

(a) If TENANT should fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against TENANT on account thereof, LANDLORD shall first provide TENANT with written notice specifying the nature of the failure and provide TENANT with a thirty (30) day period to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a sixty (60) day period to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a sixty (60) day period, TENANT shall be afforded a reasonable period of time to cure the failure provided that TENANT promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

(b) In the event that LANDLORD is in default of its obligations under this Agreement and such default continues for thirty (30) days after written notice from TENANT, TENANT may, at its option and in any addition to any other right or remedy available hereunder, or at law or equity, incur reasonable expenses necessary to perform the obligation of LANDLORD specified in such notice, and any amount paid by TENANT in so doing shall be deemed paid for the account of LANDLORD, and LANDLORD hereby agrees to reimburse TENANT therefor, and TENANT may set off from rent or other amounts due hereunder any reasonable amount expended by TENANT as a result of such default.

21. **Notices.** Except as otherwise provided herein, any notices or demands which are required by law or provided under the terms of this Agreement shall be given or made by LANDLORD or TENANT in writing and shall be given by hand delivery, telegram or other similar communication, or sent via facsimile confirmed by an original hard copy sent as

otherwise provided herein, or by certified or registered mail, or by a national overnight receipted delivery service which provides signed acknowledgments of receipt (including Federal Express, UPS, Emery, Purolator, DHL, Airborne and other similar couriers delivery services), and addressed to the respective parties set forth below. Such notices shall be deemed to have been given in the case of hand deliveries, when delivered; in the case of telegrams, facsimiles or similar communications when sent; in the case of certified or registered mail when deposited in the United States mail with postage prepaid, and in the case of overnight receipted delivery service the day the notice is deposited with the overnight delivery service. Every notice, demand, or request hereunder shall be sent to the addresses listed below:

If to LANDLORD:

Michael [redacted] Stapleton
440 Old Prichard Hollow Rd
Bryant's Store, KY 40921
Facsimile No.: N/A_____

If to TENANT:

c/o Cingular Wireless
6100 Atlantic Boulevard
Mail Code GAN02
Norcross, GA 30071
Attn: Real Estate Department
Facsimile No.: 678-418-4166

With a copy to TENANT's Regional Counsel:

Cingular Wireless
Legal Department
5565 Glenridge Connector, Suite 1700
Atlanta, GA 30342
Facsimile No.: 404-236-5574

Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

22. **Termination**.

(a) Notwithstanding any other termination rights available to TENANT under this Agreement, TENANT, at its sole and absolute discretion, shall have the right to terminate this Agreement with ninety (90) days prior written notice to LANDLORD and a lump sum payment to LANDLORD in an amount equal to six (6) months rent or the total of the remaining months of the term, whichever is less. The rental rate shall be computed at the rate that is in effect at the time of termination. At termination, TENANT shall execute upon the request of the LANDLORD a written cancellation of the Agreement vacating the Leased Property in recordable form and TENANT shall have no other further obligations, other than TENANT's obligation to remove its property as hereinafter provided.

(b) In addition to and in not limitation of any other provisions of this Agreement, TENANT shall have the right, exercisable by at least ten (10) days prior written notice thereof to LANDLORD, to terminate this Agreement upon occurrence of one or more of the following events:

(i) if LANDLORD shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any agreement, term, representation, warranty, covenant, and shall not cure such violation, breach or failure within thirty (30) days after TENANT gives LANDLORD written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if LANDLORD shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence; or

(ii) the commencement by LANDLORD of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or the consent by LANDLORD to or acquiescence in the appointment of a receiver, liquidator, assignee, trustee, custodian, (or other similar official) of any substantial part of the property of LANDLORD, or to the taking of possession of any such property by any such functionary or the making of an any assignment for the benefit of creditors by LANDLORD; or

(iii) as otherwise provided in this Agreement.

23. **Removal of Improvements**. Title to all improvements constructed or installed by TENANT on the Leased Property shall remain with TENANT, and all improvements constructed or installed by TENANT shall at all times be and remain the property of TENANT, regardless of whether such improvements are attached or affixed to the Leased Property. Furthermore, all improvements constructed or installed by TENANT shall be removable by TENANT at the expiration or earlier termination of this Agreement, provided TENANT shall not at such time be in default under any covenant or agreement contained in this Agreement. TENANT, upon termination of this Agreement, shall, within ninety (90) days, remove all improvements, fixtures and personal property constructed or installed on the Leased Property by TENANT and restore the Leased Property to substantially the same condition as received, reasonable wear and tear and damage by insured casualty excepted. TENANT shall not be required to remove any foundations, driveways, or underground cables or wires. If such removal causes TENANT to remain on the Leased Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate, or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal is completed.

24. **Miscellaneous**. This Agreement cannot be modified except by a written modification executed by LANDLORD and TENANT in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the LANDLORD and TENANT, and no verbal or oral

agreements, promises, statements, assertions or representations by LANDLORD or TENANT or any employees, agents, contractors or other representatives of either, shall be binding upon LANDLORD or TENANT.

25. **Contractual Limitations Period**. No action or proceeding may be maintained or brought against any party to this Agreement unless such action or proceeding is commenced within twenty-four (24) months after the cause of action accrued unless such cause of action could not have reasonably been discovered by such party.

26. **Security Interest**. It is the express intent of the parties to this Agreement that LANDLORD have no lien or security interest whatsoever in any personal property of TENANT, and, to the extent that any applicable statute, code, or law grants LANDLORD any lien or security interest, LANDLORD hereby expressly waives any rights thereto.

27. **Brokers/Agents**. LANDLORD and TENANT warrant to each other that they were represented in this transaction by Blake Perrott, PO Box 2013, Lexington, KY 40588 and by no other real estate brokerage firms, agents or other intermediaries. Additionally, the parties warrant and covenant to each other that they will each hold the other harmless from and indemnify each other against claims made by any broker, agent or other intermediary claiming to have represented the indemnifying party in this transaction.

28. **Governing Law**. This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State where the Leased Property is located.

29. **Attorney's Fees**. In any proceeding which either party may prosecute to enforce its rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees.

30. **Memorandum of Agreement**. At the request of TENANT, LANDLORD agrees to execute a memorandum or short form of this Agreement, in recordable form, setting forth a description of the Leased Property, the term of this Agreement and other information desired by TENANT for the purpose of giving public notice thereof to third parties.

31. **Confidentiality**. LANDLORD agrees not to discuss publicly, advertise, nor publish in any newspaper, journal, periodical, magazine or other form of mass media, the terms or conditions of this Agreement. Doing so shall constitute a default under this Agreement. It is agreed that the parties to this Agreement will not discuss the terms and conditions contained herein with any unrelated third parties, other than the real estate brokers or agents involved in this transaction and the parties' respective accountants and legal counsel (who shall be bound by the same confidentiality requirements).

32. **Binding Effect**. This Agreement shall extend to and bind the heirs, personal representatives, successors, and assigns of LANDLORD and TENANT and shall constitute covenants running with the land.

33. **Counterparts**. This Agreement may be executed in several counterparts,

each of which shall constitute an original and all of which shall constitute the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Option and Ground Lease Agreement as of the day and year first above written.

LANDLORD:

Brian Stapleton
Brian Stapleton

Dawn Stapleton
Dawn Stapleton

Date: 4/16/04

STATE OF Michigan

COUNTY OF Wayne

Before ~~me~~, Roberta T Zinnikas, notary public of the State and County aforesaid, personally appeared Brian Stapleton and Dawn Stapleton, his wife, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath, acknowledged himself (herself) to be _____ (title) (or other officer authorized to execute the instrument) for _____, the within named bargainor, a _____, and that he (she) as such representative, executed the foregoing instrument for the purpose therein contained, and signed the name of _____ by himself (herself) as _____ (title).

Witness my hand and seal, at office in Rivers Edge CCU, this 16th day of April, 2004.

Roberta T Zinnikas
Notary Public

ROBERTA T ZINNIKAS
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Jun 12, 2007

My Commission Expires: _____

Site Name: Logan Gap (A)
Site No: _____

LANDLORD:

Michael Stapleton

Date: 5-14-04

COMMONWEALTH OF KENTUCKY

COUNTY OF Knox

The foregoing instrument was subscribed to and acknowledged before me by Michael Stapleton on this May day of 14, 2004.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Sarah Gregory
Notary Public

My Commission Expires: 12-28-04

05/12/0411:35 AM/paa

Site Name: Logan Gap (A)
Site No: _____

TENANT: **BELLSOUTH MOBILITY LLC.**
a Georgia limited liability company,
d/b/a Cingular Wireless

William Plantz

Title: Executive Director

Date: 6/14/04

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, _____, notary public of the State and County aforesaid, personally appeared William Plantz, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath, acknowledged himself to be Executive Director (or other officer authorized to execute the instrument) for BellSouth Mobility LLC, the within named bargainor, a Georgia limited liability company d/b/a Cingular Wireless, and that he as such representative, executed the foregoing instrument for the purpose therein contained, and signed the name of the company, by himself (herself) as Executive Director.

Witness my hand and seal, at office in Brentwood TN, this 14th day of June, 2004.

Notary Public

My Commission Expires: 4-9-06

04/08/046:55 PM/paa

Site Name: Logan Gap (A)
Site No: _____

EXHIBIT "A"

Parent Tract Description

See Trustee Deed dated April 16, 2001 by and between Brian Stapleton and Dawn Stapleton, his wife and Michael Stapleton and Rita Stapleton, his wife and Charlie Green Dixon, Jr as Trustee to reconvey. Recorded in the Knox County Recorder's Office, Barbourville, KY on October 22, 2001 in Deed Book 323, Page 204

Site Name: Logan Gap (A)
Site No: _____

EXHIBIT "B"

Description of Leased Property

An approximately 100' x 100' tract of land, together with easements for ingress, egress and utilities legally described as follows: Located on Mountain Ridge of parent tract.

(to be inserted upon the receipt of the survey of the Leased Property)

And depicted on the Site Sketch attached hereto.

Notes:

1. This Exhibit may be supplemented by a land survey of the Leased Property once it is received by Tenant.
2. Width of access road shall be the width required by the applicable governmental authorities and utility providers, including police and fire departments.

SHEET 1

S1 1 — VICINITY AND 500' STRUCTURAL MAP

S1 2 — ABUTTING PROPERTY OWNERS

S1 3 — USGS QUAD MAP

SHEET 2

S2 1 — PROPOSED LEASE AREA

S2 2 — LEGAL DESCRIPTIONS

S2 3 — FLOOD ZONE DATA

LEGAL DESCRIPTIONS:

PROPOSED LEASE AREA

CENTERLINE OF PROP. 30' ACCESS & UTILITY EASEMENT

COORDINATE POINT LOCATION

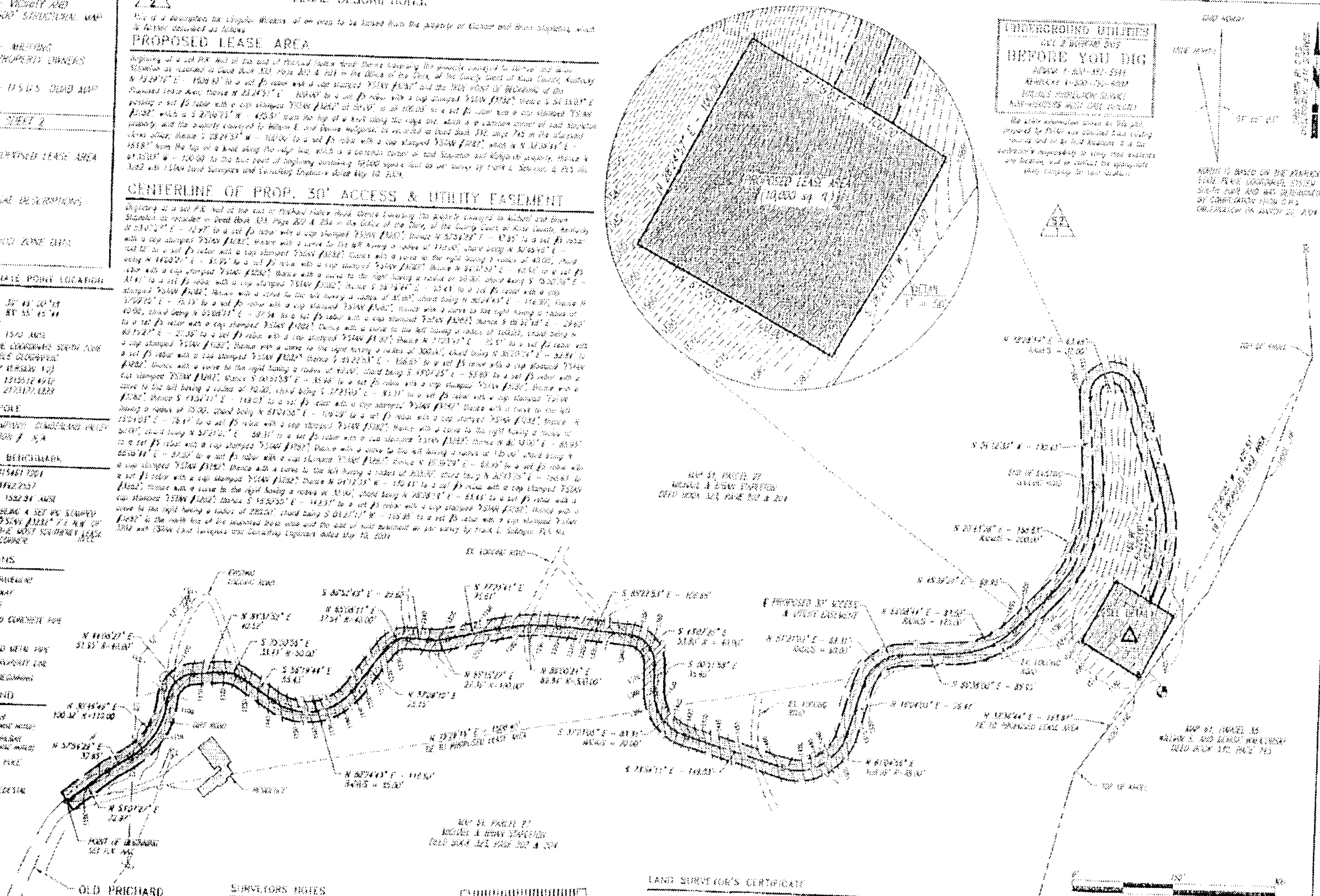
POWER POLE

PROJECT BENCHMARK

ABBREVIATIONS

SYMBOL LEGEND

LINE LEGEND



SURVEYORS NOTES

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

LAND SURVEYOR'S CERTIFICATE

"CELLULAR COMMUNICATION TOWER SITE SURVEY"

cingular WIRELESS

GENERAL DYNAMICS
Wireless Services

SITE NAME: LOGAN GAP

SHEET 2 OF 2

REVISIONS:

EXHIBIT K
NOTIFICATION LISTING

Logan Gap Landowner Notice Listing

Garett L. & Judy Kay Shields
5463 S. Hwy. 11
Barbourville, KY 40906

Brian & Michael Stapleton
440 Old Prichard Hollow Rd.
Bryants Store, KY 40921

Elvert Jr. & Debbie Matlock
1683 KY 1809
Bryants Store, KY 40921

William Edward Waligorski
Denise Waligorski
789 Stoney Fork Road
Bryants Store, KY 40921

Lola Waligorski
335 Owens Rd.
Rockhold , KY 40759

Tommy & Ethel Gambrel
10807 Hwy. 92 East
Williamsburg, KY 40769

Randall & Angel Payne
85 Old Prichard Hollow Road
Bryants Store, KY 40921

Moss & Bertha Payne
97 Old Prichard Hollow Road
Bryants Store, KY 40921

EXHIBIT L
COPY OF PROPERTY OWNER NOTIFICATION

PIKE
LEGAL

1578 Highway 44 East, Suite 6
P.O. Box 369
Shepherdsville, KY 40165-0369
Phone (502) 955-4400 or (800) 516-4293
Fax (502) 543-4410 or (800) 541-4410

Notice of Proposed Construction
Wireless Communications Facility Proposal

Dear Landowner:

BellSouth Mobility, LLC, d/b/a Cingular Wireless-Kentucky, has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 440 Old Prichard Hollow Road, Bryants Store, Kentucky 40921 (36°48'00.48" North latitude, 83°55'45.44" West longitude). The proposed facility will consist of a 300-foot tall tower, with an approximately 20-foot tall lightning arrestor attached at the top, for a total height of 320-feet. The facility will also include concrete foundations to accommodate the placement of the Applicant's proprietary radio electronics equipment. This facility is needed to provide improved coverage for wireless communications in the area.

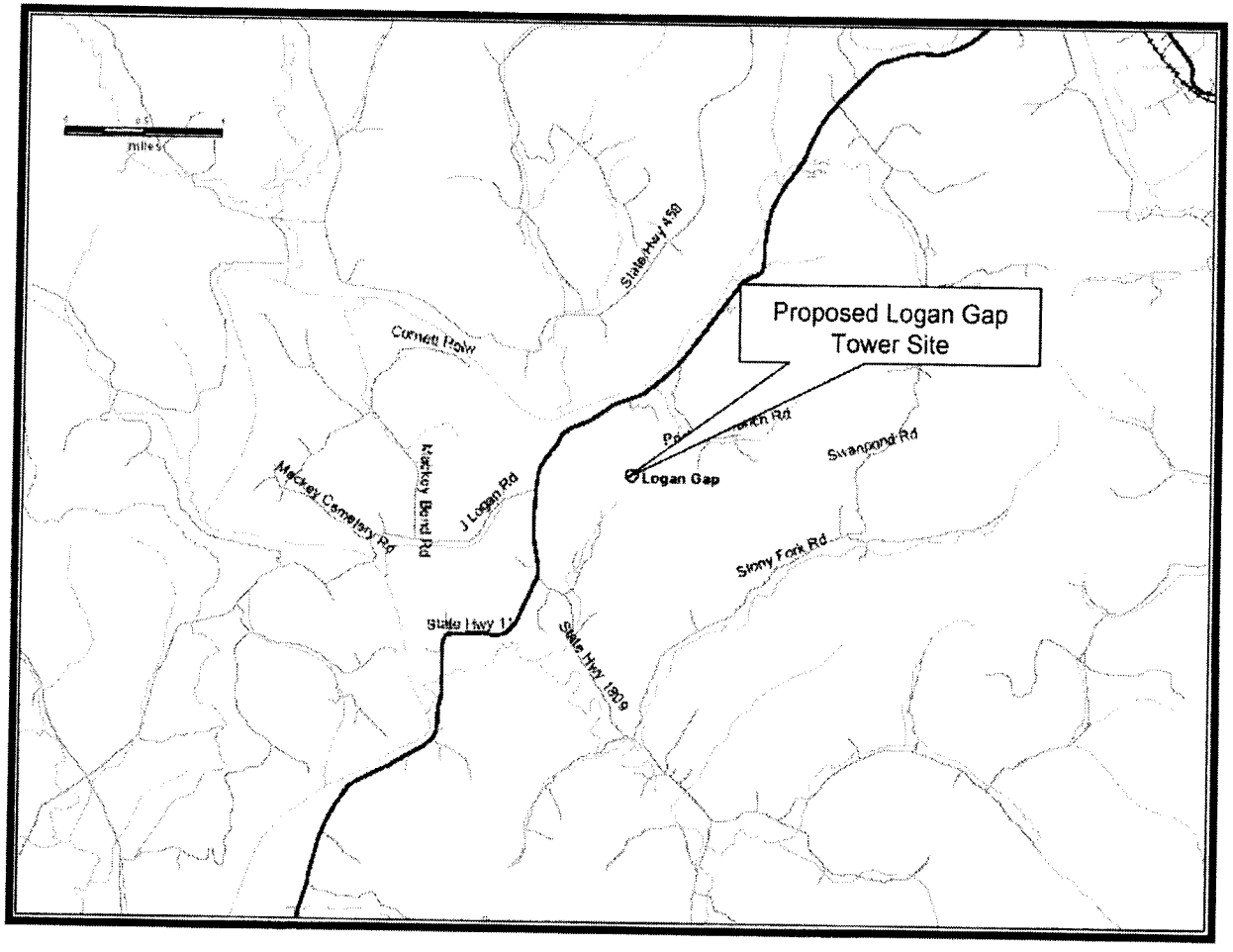
This notice is being sent to you because the Knox County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2004-00355 in any correspondence sent in connection with this matter.

I have attached a map showing the site location for the proposed tower. Cingular's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area. Please feel free to contact me toll free at (800) 516-4293 if you have any comments or questions about this proposal.

Sincerely,
David A. Pike
Attorney for BellSouth Mobility LLC,
d/b/a Cingular Wireless-Kentucky

Enclosure

Directions to Proposed Logan Gap Tower Site



- From Barbourville, take SR 11 southwest to Route 1809. Turn left onto Route 1809. Take the first left onto Old Prichard Hollow Road. The site will be located at 440 Old Prichard Road. Take the dirt logging road past the residence to the top of the ridge.
- Prepared by: Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, Kentucky 40165. Telephone: 1-800-516-4293.

EXHIBIT M
COPY OF COUNTY JUDGE/EXECUTIVE NOTICE

PIKE
LEGAL

1578 Highway 44 East, Suite 6
P.O. Box 369
Shepherdsville, KY 40165-0369
Phone (502) 955-4400 or (800) 516-4293
Fax (502) 543-4410 or (800) 541-4410

September 10, 2004

VIA CERTIFIED MAIL

Hon. Gray Maynard
Knox County Judge Executive
P.O. Box 173
Barbourville, KY 40906-0173

RE: Notice of Proposal to Construct Wireless Communications Facility
Kentucky Public Service Commission Docket No. 2004-00355

Dear Judge Maynard:

BellSouth Mobility, LLC, d/b/a Cingular Wireless-Kentucky, has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 440 Old Prichard Hollow Road, Bryants Store, Kentucky 40921 (36°48'00.48" North latitude, 83°55'45.44" West longitude). The proposed facility will consist of a 300-foot tall tower, with an approximately 20-foot tall lightning arrestor attached at the top, for a total height of 320-feet. The facility will also include concrete foundations to accommodate the placement of the Applicant's proprietary radio electronics equipment. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2004-00355 in any correspondence sent in connection with this matter.

I have attached a map showing the site location for the proposed tower. Cingular's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area.

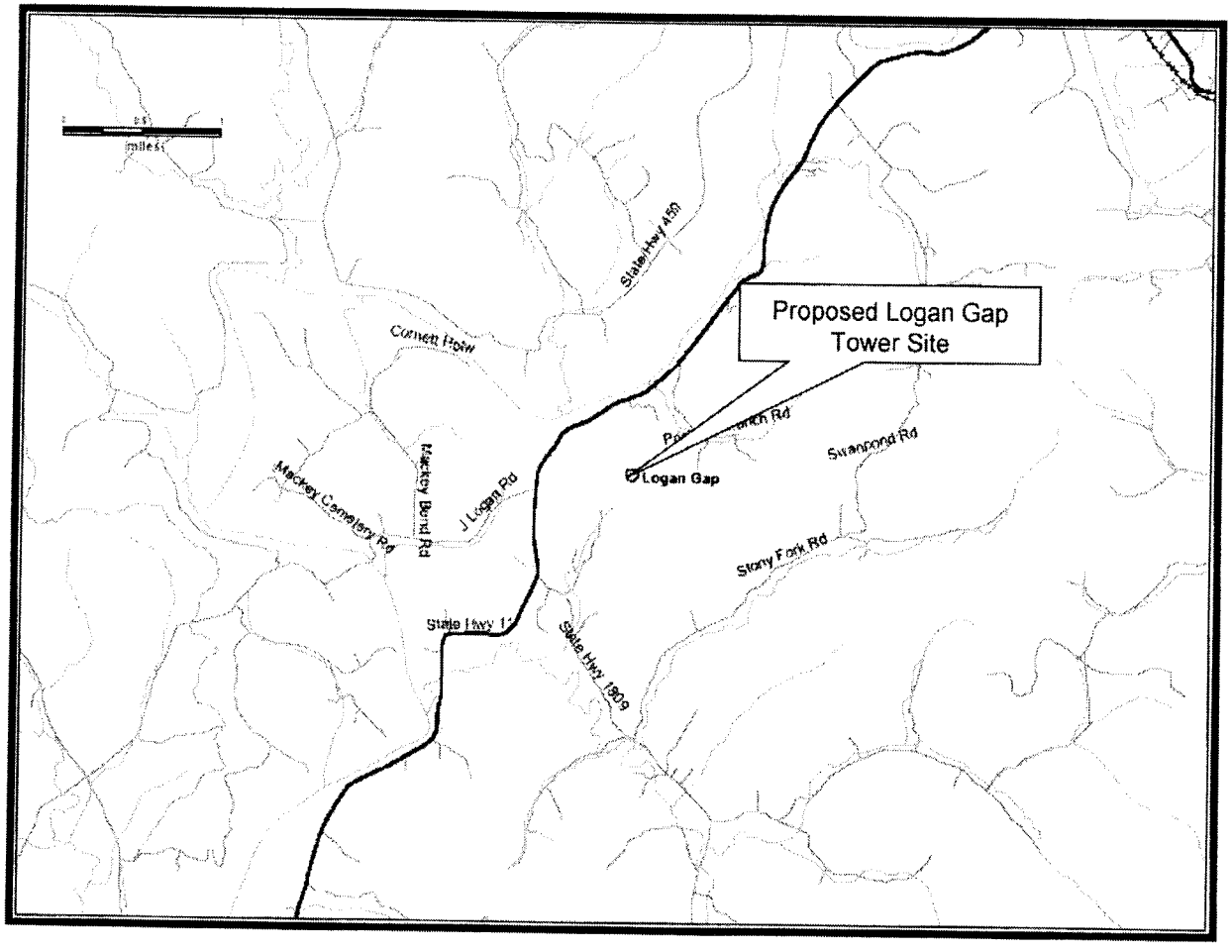
Please feel free to contact me with any comments or questions you may have.

Sincerely,

David A. Pike
Attorney for BellSouth Mobility LLC,
d/b/a Cingular Wireless-Kentucky

Enclosure

Directions to Proposed Logan Gap Tower Site



- From Barbourville, take SR 11 southwest to Route 1809. Turn left onto Route 1809. Take the first left onto Old Prichard Hollow Road. The site will be located at 440 Old Prichard Road. Take the dirt logging road past the residence to the top of the ridge.
- Prepared by: Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, Kentucky 40165. Telephone: 1-800-516-4293.

EXHIBIT N
COPY OF POSTED NOTICES

LOGAN GAP NOTICE SIGNS

The signs are at least (2) feet by four (4) feet in size, of durable material, with the text printed in black letters at least one (1) inch in height against a white background, except for the word "**tower**," which is at least four (4) inches in height.

BellSouth Mobility, LLC d/b/a Cingular Wireless, proposes to construct a telecommunications **tower** on this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2004-00355 in your correspondence.

BellSouth Mobility, LLC proposes to construct a telecommunications **tower** near this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165 (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2004-00355 in your correspondence.

EXHIBIT O
COPY OF RADIO FREQUENCY DESIGN SEARCH AREA

Logan Gap Search Area