



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 9, 2004

VIA HAND DELIVERY

RECEIVED

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

Case 2004-00358

SEP 09 2004

PUBLIC SERVICE  
COMMISSION

RE: Application to Construct Wireless Communications Facility  
Location: 350 Creek Mart Road, Flat Lick, Kentucky 40935  
Applicant: BellSouth Mobility LLC, d/b/a Cingular Wireless-Kentucky  
Site Name: Mountain Parkway

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,

A handwritten signature in dark ink, appearing to read "D. Pike", written in a cursive style.

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

Enclosures

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

SEP 09 2004

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 )  
CONVENIENCE AND NECESSITY TO CONSTRUCT )  
A WIRELESS COMMUNICATIONS FACILITY AT )  
2283 BLACK CREEK ROAD )  
CLAY CITY, KENTUCKY 40312 )  
IN THE WIRELESS COMMUNICATIONS LICENSE AREA )  
IN THE COMMONWEALTH OF KENTUCKY )  
IN THE COUNTY OF POWELL )

CASE NO.:2004-00358

SITE NAME: MOUNTAIN PARKWAY

\*\*\*\*\*

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 2283 Black Creek Road, Clay City, Kentucky 40312 (37°54'33.3" North latitude, 83°55'30.3" 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 John and Loraine Anderson pursuant to a Deed recorded at Deed Book 131, Page 418 in the office of the Powell County Clerk. The proposed WCF will consist of a 250-foot tall tower, with an approximately 10-foot tall lightning arrestor attached at the top, for a total height of 260- 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. Sabre Communications Corporation ("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 Stephen Yeo, 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 Medley's Project Management, 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 70 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 Richard C. Barrics. The site survey was performed by W. K. Westerman. The 500' Radius & 200' Easement Offset Map 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 Powell 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 Powell 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 mountainous. 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,



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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**



**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 2<sup>ND</sup> 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  
03/07/2001 01:06 PM  
Fee Receipt \$20.00  
Open - 0000

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
- 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

*Elizabeth Russell*  
 Signature  
Elizabeth Russell, Asst. Sec. of Manager,  
BellSouth Cellular Corp  
March 5, 2001  
 Name of signatory and title Date

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Name of signatory and title  
 \_\_\_\_\_  
 Date



**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 2<sup>ND</sup> 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: \$88.00  
010/03/2000

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:

- The company is  a limited liability company (LLC).  
 a professional limited liability company (PLLC).
- The name of the limited liability company is  
BELLSOUTH MOBILITY LLC
- The name of the limited liability company to be used in Kentucky is  
\_\_\_\_\_
- GEORGIA is the state or country of organization.
- 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
- 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
- The names and usual business addresses of the current managers, if any, are as follows:  
N/A
- The street address of the registered office in Kentucky is  
421 West Main Street Frankfort Kentucky 40601  
Street City State Zip Code  
and the name of the registered agent at that office is  
THE PRENTICE-HALL CORPORATION SYSTEM, INC.
- This application will be effective upon filing, unless a delayed effective date and/or time is specified:  
\_\_\_\_\_

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.

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

THE PRENTICE-HALL CORPORATION SYSTEM, INC.  
Type or Print Name of Registered Agent  
consent to serve as the registered agent on behalf of the limited liability company.

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

**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

<b>FCC Registration Number (FRN):</b> 0004205977	
<b>Call Sign:</b> KNKN841	<b>File Number:</b>
<b>Radio Service:</b> CL - Cellular	
<b>Market Number</b> CMA452	<b>Channel Block</b> A
<b>Sub-Market Designator</b> 0	

<b>Market Name</b> Kentucky 10 - Powell
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<b>Grant Date</b> 08/21/2001	<b>Effective Date</b> 10/11/2002	<b>Expiration Date</b> 10/01/2011	<b>Five Yr Build-Out Date</b> 02/05/1997	<b>Print Date</b> 09/08/2004
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**Site Information**

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)			Antenna Structure Registration No.
1	37-15-21.3 N	083-10-24.6 W	512.1				
Address			City	County	State	Construction Deadline	
1001 GORMAN RIDGE ROAD			HAZARD	PERRY	KY		

<b>Antenna: 1 Azimuth (degrees from true north)</b>	0°	45°	90°	135°	180°	225°	270°	315°
<b>Antenna Height AAT (meters)</b>	264.0	250.0	194.0	229.0	194.0	259.0	278.0	274.0
<b>Transmitting ERP (watts)</b>	64.000	64.000	64.000	64.000	64.000	64.000	64.000	64.000

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)			Antenna Structure Registration No.
2	37-32-46.3 N	083-23-41.6 W					
Address			City	County	State	Construction Deadline	
0.8 MILE NE OF INTERSECTION OF RTS 32 & 52			JACKSON	BREATHITT	KY		

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	196.0	172.0	184.0	201.0	169.0	203.0	213.0	236.0
Transmitting ERP (watts)	73.000	73.000	73.000	73.000	73.000	73.000	73.000	73.000

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.		
4	37-45-43.3 N	083-50-35.7 W						
Address			City	County	State	Construction Deadline		
KY RT. 213, 6 MILES SOUTH OF			STANTON	POWELL	KY			

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	191.0	188.0	164.0	166.0	201.0	234.0	176.0	280.0
Transmitting ERP (watts)	141.000	141.000	141.000	141.000	141.000	141.000	141.000	141.000

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.		
5	37-04-39.7 N	082-48-27.8 W	856.4	95.3		1061533		
Address			City	County	State	Construction Deadline		
1.5 MILES NORTHWEST OF INTERSTATE 119 AND ROUTE 15			WHITESBURG	LETCHER	KY			

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	437.8	413.1	305.3	205.5	109.5	345.8	451.4	484.4
Transmitting ERP (watts)	101.280	75.480	18.940	10.870	22.380	82.800	115.600	99.830

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.		
7	37-48-18.3 N	083-50-24.7 W	396.2					
Address			City	County	State	Construction Deadline		
STANTON CELL SITE 2.5 MILES S OF STANTON ON KY 213			STANTON	POWELL	KY			

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	233.4	223.2	178.4	148.3	186.1	171.2	255.0	284.7
Transmitting ERP (watts)	44.200	44.200	44.200	44.200	44.200	44.200	44.200	44.200

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.		
8	37-25-58.7 N	084-00-12.8 W	422.1	96.6		1043802		
Address			City	County	State	Construction Deadline		

MCKEE CELL SITE 1 MILE NW OF	MCKEE	JACKSON	KY					
<b>Antenna: 1 Azimuth (degrees from true north)</b>	0°	45°	90°	135°	180°	225°	270°	315°
<b>Antenna Height AAT (meters)</b>	143.7	153.6	154.8	129.3	143.7	153.0	132.6	118.5
<b>Transmitting ERP (watts)</b>	123.130	116.240	120.330	109.740	36.340	11.620	12.890	59.620

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
9	37-27-33.3 N	083-39-52.7 W	371.8		
<b>Address</b>		<b>City</b>	<b>County</b>	<b>State</b>	<b>Construction Deadline</b>
BOONEVILLE CELL SITE 8 MI NW OF		BEATTYVILLE	LEE	KY	

<b>Antenna: 1 Azimuth (degrees from true north)</b>	0°	45°	90°	135°	180°	225°	270°	315°
<b>Antenna Height AAT (meters)</b>	195.0	185.0	136.0	110.0	185.0	153.0	156.0	180.0
<b>Transmitting ERP (watts)</b>	76.000	76.000	76.000	76.000	76.000	76.000	76.000	76.000

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
11	37-43-36.1 N	083-56-30.1 W	428.6	105.2	1041588
<b>Address</b>		<b>City</b>	<b>County</b>	<b>State</b>	<b>Construction Deadline</b>
1850 Chestnut Stand Road (023612 / Chestnut Stand)		IRVINE	ESTILL	KY	

<b>Antenna: 1 Azimuth (degrees from true north)</b>	0°	45°	90°	135°	180°	225°	270°	315°
<b>Antenna Height AAT (meters)</b>	274.8	193.6	185.2	240.8	247.5	269.3	267.1	273.0
<b>Transmitting ERP (watts)</b>	18.180	18.180	18.180	18.180	18.180	18.180	18.180	18.180

**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 CONCERNING THE ISSUES RAISED IN FOOTNOTE 3 OF LA STAR CELLULAR TELEPHONE COMPANY, 7 FCC Rcd 3762 (1992). THEREFORE, THESE GRANTS OF TRANSFERS/ASSIGNMENTS ARE CONDITIONED ON ANY SUBSEQUENT ACTION THE COMMISSION MAY TAKE

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**

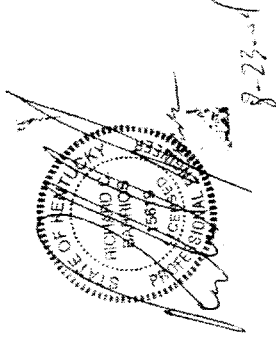
**SITE DEVELOPMENT PLAN:**

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



**SITE NUMBER: 6036**

**SITE NAME: MOUNTAIN PARKWAY  
"ZONING DOCUMENTS"**



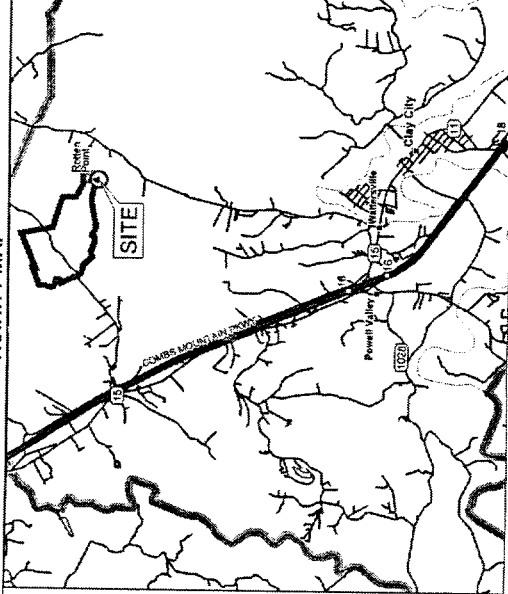
**PROJECT INFORMATION**

**SCOPE OF WORK:** NEW CELLULAR TOWER / UNMANNED TELECOMMUNICATIONS FACILITY  
**SITE ADDRESS:** 2283 BLACK CREEK ROAD, CLAY CITY, KY 40312  
**LATITUDE:** 37° 54' 33.31"  
**LONGITUDE:** 83° 55' 30.30"  
**JURISDICTION:** PUBLIC SERVICE COMMISSION  
**CURRENT USE:** WOODED PROPERTY  
**PROPOSED USE:** TELECOMMUNICATIONS FACILITY  
**PROPERTY OWNERS:** JOHN and LORAIN ANDERSON  
 7610 LEVEE ROAD  
 JEFFERSONVILLE, KY 40337

**DIRECTIONS TO SITE**

FROM THE COUNTRY SEAT IN SEVENTON, TAKE HIGHWAY 213 TO MOUNTAIN PARKWAY WEST. FOLLOW MOUNTAIN PARKWAY TO EAST 18 CLAY CITY, TURN LEFT OFF EXIT ON SR15. FOLLOW SR15 TOWARDS TOWN, TURN LEFT ONTO BLACK CREEK ROAD (ON THE RIGHT). FOLLOW BLACK CREEK ROAD APPROX 2.3 MILES TO 2283 BLACK CREEK ROAD ON LEFT. TURN RIGHT ON ASPHALT ROAD LEADING UPHILL. FOLLOW ACCESS ROAD TO EXISTING GUYED TOWER. NEW SITE LOCATED APPROX 200 YDS ON RIGHT OF ROAD ACROSS FROM EXISTING GUY ANCHOR.

**VICINITY MAP**



**DRAWING INDEX**

- 01 TITLE SHEET
- 01 SITE SURVEY
- 02 500'-0" RADIUS MAP
- 2A 500'-0" RADIUS MAP ADDRESS
- 03 SITE LAYOUT
- 04 SITE ELEVATION

**MEDLEY'S PROJECT MANAGEMENT**

376 POUNDIS LANE  
 SIMPSONVILLE, KENTUCKY 40067  
 CONTACT: DON HALL  
 PHONE: (502) 722-5697  
 FAX: (502) 722-5691

**MOUNTAIN PARKWAY**

**SITE NO. 6036**  
 2283 BLACK CREEK ROAD  
 CLAY CITY, KY 40312



**APPLICABLE BUILDING CODES AND STANDARDS**

CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AND FOR THE LOCATION, THE EDITION OF THE ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.  
 CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:  
 AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE  
 AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, THIRD EDITION  
 TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-F, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES;  
 TIA 807, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS  
 INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM.  
 IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT  
 IEEE C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C3" AND "HIGH SYSTEM EXPOSURE")  
 TELCORDIA GR-1275, GENERAL INSTALLATION REQUIREMENTS  
 TELCORDIA GR-1503, COAXIAL CABLE CONNECTIONS  
 ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM, ENVIRONMENTAL PROTECTION FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN, WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

**TOWER OWNER**

BELLSOUTH MOBILITY  
 6776 CINGULAR WIRELESS  
 1650 LINDEN FARMS COURT  
 LOUISVILLE, KY 40223

**APPROVAL SIGNATURES**

CINGULAR WIRELESS  
 CONSTRUCTION:

PROPERTY OWNER  
 SIGNATURE:

NO.	DATE	BY	TITLE	FOR

CINGULAR WIRELESS  
 COVER  
 SHEET

KY13 - 6036 - 01

**GEOGRAPHIC COORDINATES FOR CENTER OF TOWER**

NAD 83 STATE PLANE	1155625.13
NAD 83 STATE PLANE	1155625.13
NAD 83 STATE PLANE	1155625.13
NAD 83 STATE PLANE	1155625.13
NAD 83 STATE PLANE	1155625.13

**PROPERTY OWNER INFORMATION**

Lorraine & John Anderson  
7610 Leake Rd.  
Jeffersville, KY 40337  
(606) 488-3413

**DEED REFERENCE**

REFERENCE IS HEREBY MADE TO A DEED DATED DECEMBER 19, 1997 FROM LORRAINE AND JOHN ANDERSON TO JOHN ANDERSON, LORRAINE ANDERSON AND RECORDED IN POWELL COUNTY DEED BOOK 131 AT PAGE 418.

**FAA - IA ACCURACY**

The provided site coordinates and vertical height are within FAA "A" horizontal and vertical accuracy requirements, or better as set forth by the FAA.

**FLOOD PLAIN STATEMENT**

According to the Flood Insurance Rate Map (FIRM) for Powell County (Community Plan Number 21018100258 dated September 27, 1995) this property does not lie within a flood hazard area.

**NOTE**

Locations of underground utilities are approximate and are based on available plans. Neither the surveyor nor his representatives have verified or observed the actual installation of these utilities.

**SURVEYOR'S NOTES**

1. This survey is subject to a statement of facts which may be found in the abstract of title or a complete Title Commitment Policy. This information was not provided by the client.

2. No search of public records has been performed by this firm to determine any defects and/or encumbrances in the title of the parcel.

3. The topographic information contained on this plat was as requested by the client and may or may not represent all of the topographic features located on the subject property.

**TOWER BASE:**

STATE OF KENTUCKY  
W. K. WESTERMAN  
2675  
LICENSED PROFESSIONAL LAND SURVEYOR

EASTING: 17° 54' 31.11" N  
LONGITUDE: 85° 55' 10.30" W  
ELEVATION: 1516.79 ±  
REF: NATIONAL GEODESIC VERTICAL DATUM (NAD 83) OF 1929

**LAND SURVEYOR'S CERTIFICATE**

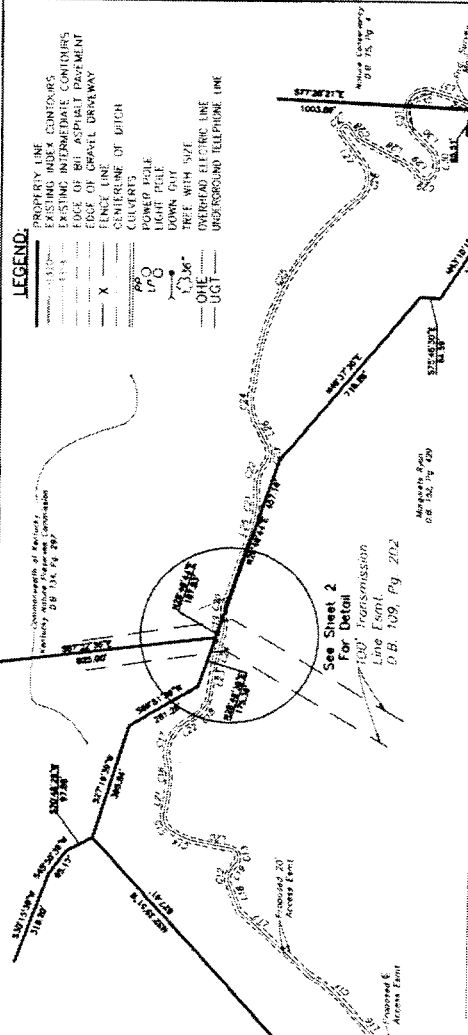
I hereby certify that this plat has been compiled from a survey actually made upon the ground under my direct supervision on June 23, 2014 by the method of random traverse with side shots. The precision ratio of this survey is 1:50,000 and was adjusted. This survey is a Class A survey and the accuracy and precision of said survey meets all the specifications of this class.

Date: 9-1-04

Circular Wireless  
Topographic Survey  
201423-1A

**LEGEND:**

- PROPERTY LINE CONTINGENCIES
- EXISTING RIGHT-OF-WAY BOUNDARIES
- EDGE OF CURVE
- EDGE OF CURVE
- CENTERLINE OF DITCH
- CULVERT
- POWER POLE
- OVERHEAD ELECTRIC LINE
- UNDERGROUND TELEPHONE LINE



LINE	BEARING	DISTANCE	CURVE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
L1	N52°25'59"W	121.71	C1	S47°04'27"W	181.19	181.19
L2	S47°04'27"W	44.49	C2	N45°59'45"W	57.89	107.97
L3	N45°59'45"W	108.68	C3	N17°00'11"W	176.28	197.40
L4	N17°00'11"W	14.87	C4	S46°10'31"W	81.07	276.27
L5	S46°10'31"W	55.31	C5	N69°17'02"E	119.01	333.33
L6	N69°17'02"E	17.47	C6	N75°46'36"E	25.25	54.76
L7	N75°46'36"E	11.66	C7	N17°00'11"W	17.53	261.77
L8	N17°00'11"W	11.66	C8	S46°10'31"W	29.48	281.77
L9	S46°10'31"W	11.66	C9	N75°46'36"E	59.37	52.47
L10	N75°46'36"E	11.66	C10	N17°00'11"W	20.77	85.84
L11	N17°00'11"W	11.66	C11	S46°10'31"W	20.77	53.97
L12	S46°10'31"W	11.66	C12	N75°46'36"E	5.39	104.29
L13	N75°46'36"E	11.66	C13	N17°00'11"W	5.39	233.58
L14	N17°00'11"W	11.66	C14	S46°10'31"W	26.35	59.17
L15	S46°10'31"W	11.66	C15	N75°46'36"E	15.04	125.99
L16	N75°46'36"E	11.66	C16	N17°00'11"W	13.16	171.89
L17	N17°00'11"W	11.66	C17	S46°10'31"W	42.08	233.70
L18	S46°10'31"W	11.66	C18	N75°46'36"E	130.70	259.67
L19	N75°46'36"E	11.66	C19	N17°00'11"W	374.79	374.79
L20	N17°00'11"W	11.66	C20	S46°10'31"W	42.08	42.08
L21	S46°10'31"W	11.66	C21	N75°46'36"E	130.70	130.70
L22	N75°46'36"E	11.66	C22	N17°00'11"W	374.79	374.79
L23	N17°00'11"W	11.66	C23	S46°10'31"W	130.70	130.70
L24	S46°10'31"W	11.66	C24	N75°46'36"E	374.79	374.79
L25	N75°46'36"E	11.66	C25	N17°00'11"W	42.08	42.08
L26	N17°00'11"W	11.66	C26	S46°10'31"W	130.70	130.70
L27	S46°10'31"W	11.66	C27	N75°46'36"E	374.79	374.79
L28	N75°46'36"E	11.66	C28	N17°00'11"W	42.08	42.08
L29	N17°00'11"W	11.66	C29	S46°10'31"W	130.70	130.70
L30	S46°10'31"W	11.66	C30	N75°46'36"E	374.79	374.79
L31	N75°46'36"E	11.66	C31	N17°00'11"W	42.08	42.08
L32	N17°00'11"W	11.66	C32	S46°10'31"W	130.70	130.70
L33	S46°10'31"W	11.66	C33	N75°46'36"E	374.79	374.79
L34	N75°46'36"E	11.66	C34	N17°00'11"W	42.08	42.08
L35	N17°00'11"W	11.66	C35	S46°10'31"W	130.70	130.70
L36	S46°10'31"W	11.66	C36	N75°46'36"E	374.79	374.79

**SITE PLAN**

1" = 400'-0"

NOTE: IF DRAWING IS 11" x 17" REFER TO INSPIC SCALE

400'-0" 0 400 800 11

**WESTERMAN & ASSOCIATES, INC.**

1313 N. 10th Street, Suite 200  
Cincinnati, OH 45203  
Phone: (513) 763-1100  
Fax: (513) 763-1101  
www.westerman.com

**Circular Wireless**

LORRINE AND JOHN ANDERSON  
CLAY CITY, KY

**Mountain Parkway Site No. 201423-1A**

SCALE AS SHOWN

DATE

BY

REVISIONS

ISSUED BY

UNLESS BY DT

2

3

4

5

6

11/17/2014

2

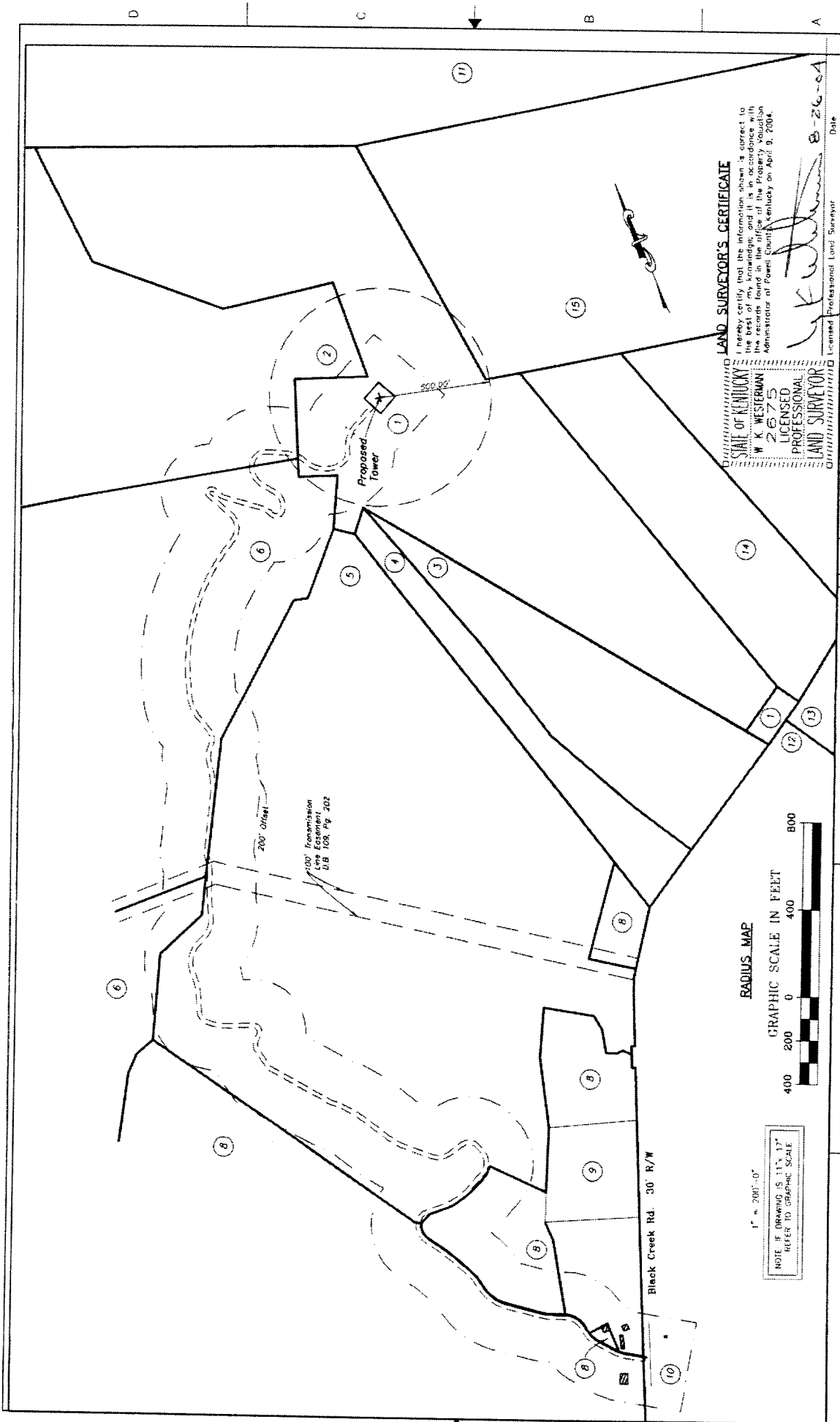
201423-1A

NO. 2









**LAND SURVEYOR'S CERTIFICATE**  
 I hereby certify that the information shown is correct to the best of my knowledge, and it is in accordance with the records found in the office of the Property Valuation Administrator of Powell County, Kentucky on April 9, 2004.

STATE OF KENTUCKY  
 W. K. WESTERMAN  
 2675  
 LICENSED PROFESSIONAL LAND SURVEYOR

Date: 8-26-04  
 Licensed Professional Land Surveyor

NOTE: IF DRAWING IS 11" x 17" REFER TO GRAPHIC SCALE



RADIUS MAP

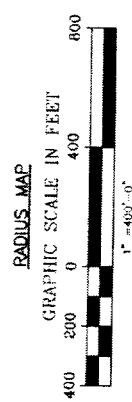
GRAPHIC SCALE IN FEET

<b>WESTERMAN &amp; ASSOCIATES, INC.</b> <small>MEMBER CORPORATION OF THE NATIONAL SOCIETY OF PROFESSIONAL LAND SURVEYORS</small>			INDUSTRIAL PARKWAY SITE INC. MA LORRAINE & JOHN ANDERSON CLAY CITY, KY
SCALE: AS SHOWN			
NO. DATE	REVISED BY:	ISSUED BY: 2	DRAWN BY: 04
CINGULAR WIRELESS 500' RADIUS & 200' EASEMENT DEFESET MAP		204123RAD-MAP	

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**Adjacent Property Owners**

- ① Lonnie & John Anderson  
7610 Levee Rd.  
Jeffersonville, KY 40317
- ② The Nature Conservancy  
1400 Brown Creek Road  
Stanton, KY 40380
- ③ The Commonwealth of Kentucky  
Commissioner  
801 Schermer Ln.  
Frankfort, KY 40601
- ④ Anthony & Sandy Howards  
4116 Driscoll Dr.  
The Colony, Texas 75036
- ⑤ Runola Hain  
2875 Black Creek Road  
Clay City, KY 40312
- ⑥ Carl & Sarah Smith  
2837 Black Creek Road  
Clay City, KY 40312
- ⑦ Clinton Condit  
2689 Black Creek Road  
Clay City, KY 40312
- ⑧ John & Thelma Tompkins  
2875 Black Creek Road  
Clay City, KY 40312
- ⑨ Billy Lawson  
2387 Black Creek Rd.  
Clay City, KY 40312
- ⑩ Homer & Rhonda Gentry  
P.O. Box 413  
Clay City, KY 40312
- ⑪ Clinton Condit  
2689 Black Creek Road  
Clay City, KY 40312
- ⑫ Margaretta Rupp  
2525 Black Creek Rd.  
Clay City, KY 40312
- ⑬ The Nature Conservancy  
1400 Brown Creek Road  
Stanton, KY 40380
- ⑭ Betty French  
740 Brown Creek Road  
Clay City, KY 40312
- ⑮ Cole & Judy Means  
3901 Point Creek Road  
Stanton, KY 40380
- ⑯ Miller Land & Contracts LLC  
P.O. Box 1320  
Stanton, KY 40380
- ⑰ Forest & Heather Meadows  
475 Forge Mill Road  
Clay City, KY 40312
- ⑱ Miller & Means  
P.O. Box 750  
Stanton, KY 40380
- ⑲ Frank & Jane Riffe  
P.O. Box 529  
Clay City, KY 40312
- ⑳ Deborah Coblentz & Lloyd Coughlin  
2681 Point Creek Road  
Stanton, KY 40380
- ㉑ Greg Isomayr  
Rt 1 Box 82  
Clay City, KY 40312
- ㉒ Talmadge Webb  
P.O. Box 81  
Stanton, KY 40380
- ㉓ James B. Brown  
2339 Black Creek Road  
Clay City, KY 40312
- ㉔ Vicki Royce  
2317 Black Creek Road  
Clay City, KY 40312
- ㉕ Malcolm & Jessica Hill  
P.O. Box 429  
Clay City, KY 40312
- ㉖ Russell & Freda Graydon  
P.O. Box 537  
Clay City, KY 40312
- ㉗ Samuel & Alice Curtis  
2216 Black Creek Rd.  
Clay City, KY 40312
- ㉘ Arch Toler  
3249 Black Creek Rd.  
Clay City, KY 40312
- ㉙ Donna Craig  
3296 Black Creek Rd.  
Clay City, KY 40312
- ㉚ James Cole  
P.O. Box 367  
Clay City, KY 40312
- ㉛ Ernest Rice  
86 Hooper Rd.  
Clay City, KY 40312
- ㉜ Wendie Odier  
3570 Black Creek Rd.  
Clay City, KY 40312
- ㉝ Kenneth Frantz  
401 Levee Rd.  
Jeffersonville, KY 40317
- ㉞ Vance Howard  
184 Norman Rd.  
Jeffersonville, KY 40317



NOTE: IF DIMENSIONS ARE 11" x 17"  
REFER TO GRAPHIC SCALE.

**WESTERMAN & ASSOCIATES, INC.**  
1100 UNIVERSITY BLVD., SUITE 200  
JEFFERSONVILLE, KY 40303

**MOUNTAIN PARKWAY  
SITE NO. 101A**  
LORIANE & JOHN ANDERSON  
CLAY CITY, KY



STATE OF KENTUCKY  
W. K. WESTERMAN  
2675  
LICENSED  
PROFESSIONAL  
LAND SURVEYOR

**LAND SURVEYOR'S CERTIFICATE**

I hereby certify that the information shown is correct to the best of my knowledge, and it is in accordance with the records found in the office of the Property Valuation Administrator of Powell County, Kentucky on April 9, 2004.

*[Signature]*  
Loriane Westerman  
Licensed Professional Land Surveyor

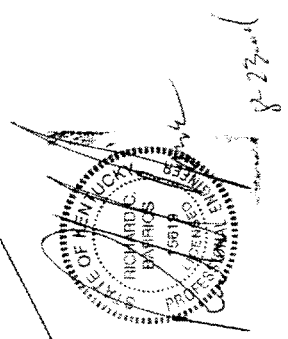
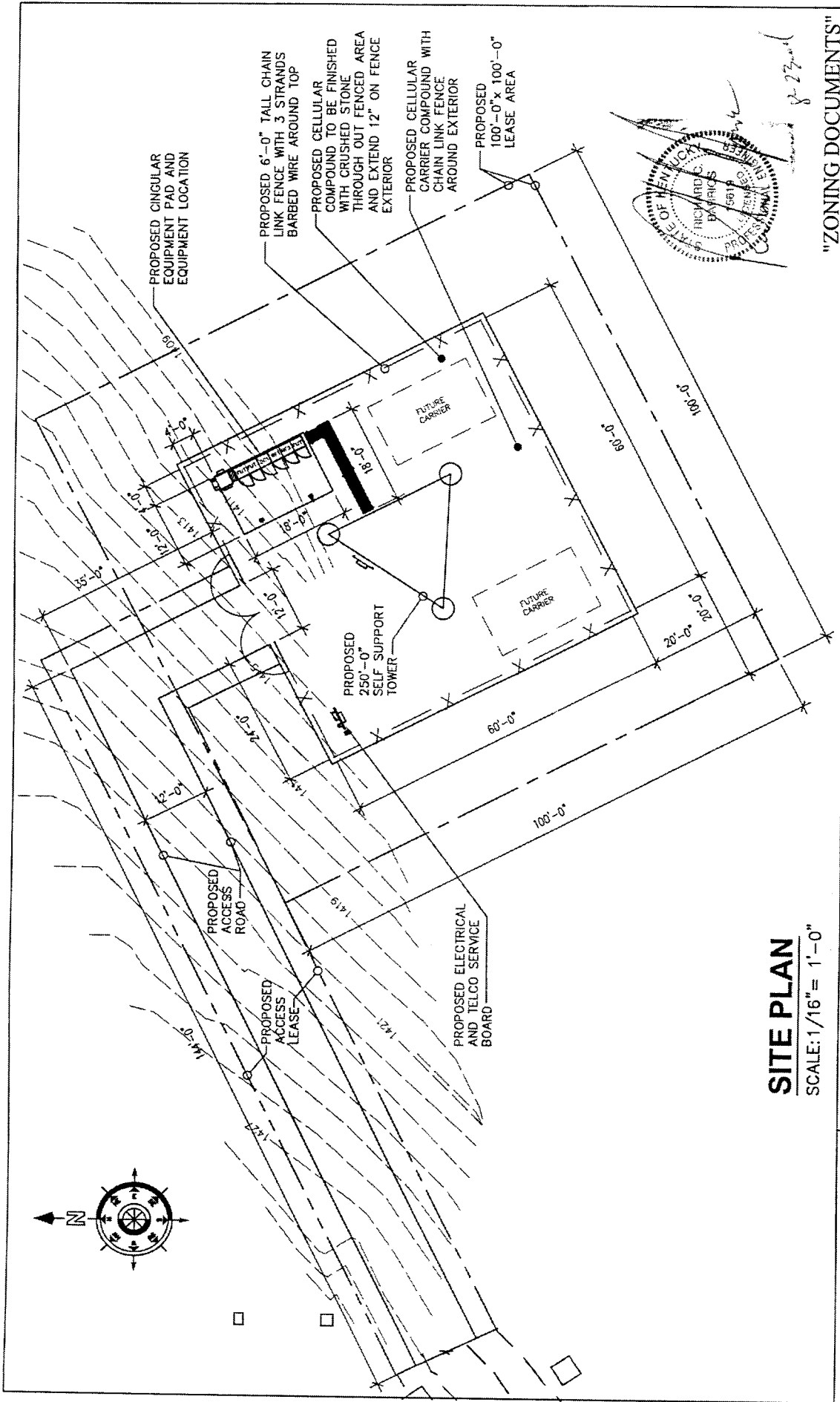
204121RAD-MAP  
CIRCULAR WIRELESS  
500' RADII &  
200' EASEMENT  
OFFSET MAP  
CREATED: 04/09/04

NO.	DATE	REVISIONS	BY	CHK'D BY
1				
2				

DATE: AS SHOWN  
SHEETED IN: 2  
BOOK NO. OR: 2

11.17.04

PLC



# SITE PLAN

SCALE: 1/16" = 1'-0"

<b>MEDLEY'S PROJECT MANAGEMENT</b> 376 FOUNDS LANE SIMPSONVILLE, KENTUCKY 40067 CONTACT: BON HALL PHONE: (502) 722-5697 FAX: (502) 722-5691	<b>Cingular</b> WIRELESS MOUNTAIN PARKWAY SITE NO. 6036 2283 BLACK CREEK ROAD CLAY CITY, KY 40312	CINGULAR WIRELESS SITE PLAN DRAWN BY: KATHY COOPER KTH - 6036 - 03										
		<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>REVISIONS</th> <th>BY</th> <th>CHKD</th> <th>APP'D</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	REVISIONS	BY	CHKD	APP'D				
NO.	DATE	REVISIONS	BY	CHKD	APP'D							

## "ZONING DOCUMENTS"



**EXHIBIT C  
TOWER AND FOUNDATION DESIGN  
AND  
STATEMENT OF QUALIFICATIONS**



**Built  
to a  
Higher  
Standard**

***BECHTEL CORPORATION***

*250' Sabre Model S3TL-29*

*Mountain Parkway, KY*

*Sabre Job Number 05-07094*

***REVISED STAMPED PERMIT DRAWINGS***

RECEIVED

AUG 8 2004

***YOUR SABRE***

***REPRESENTATIVE IS***

***Lora Keithley***

***1-800-369-6690 EXT. 217***



2101 Murray Street • P.O. Box 656 • Sioux City, IA 51102  
Phone 712-258-6690 • FAX 712-258-8250





**Structural Design Report**

250' S3TL (29 Family) Self-Supporting Tower

located at: Mountain Parkway, Kentucky

Site Number: KT0348

Purchase Order Number: 24782-515-POA-EFX1-00017

prepared for: Cingular Wireless

by: Sabre Communications Corporation <sup>TM</sup>

Job Number: 05-07094

Revision A

July 28, 2004

Tower Profile. .... 1

Foundation Design Summary (Option 1). .... 2

Foundation Design Summary (Option 2). .... 3

Maximum Leg Loads. .... 4

Maximum Diagonal Loads. .... 5

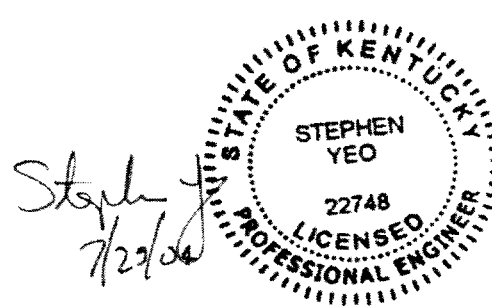
Maximum Foundation Loads. .... 6

Calculations. .... A1-A11

Prepared by ARH

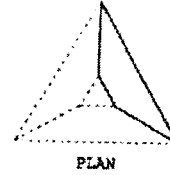
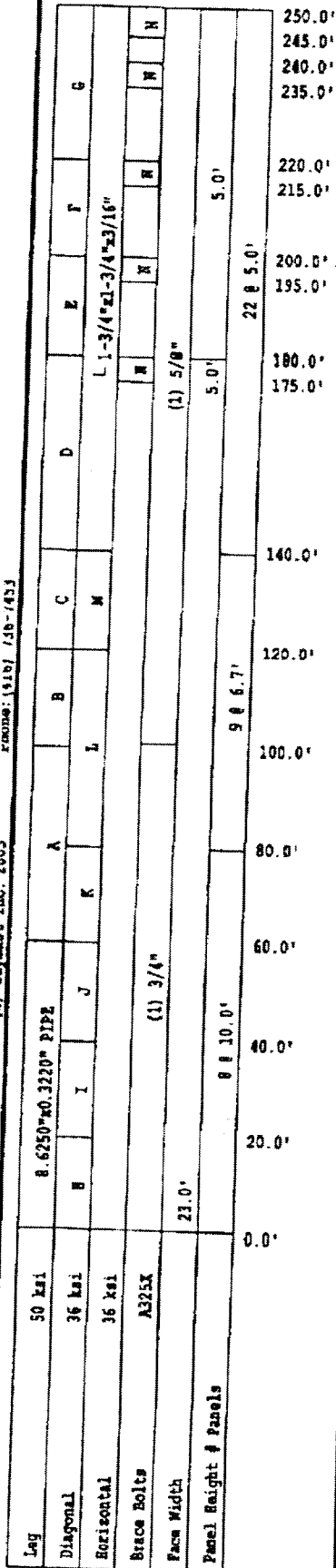
Checked by JV

Approved by [Signature]



KR0000: (S10) / 10- (82)

REV: 01/2004 404, 405, 406



**NOTES:**

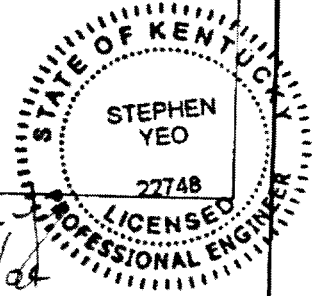
1. The tower model is S3TL (29 family).
2. Transmission lines are to be attached to standard 6-over-6 waveguide ladders.
3. Azimuths are relative (not based on true north).
4. Foundation loads shown are maximums.
5. (4) 1 1/2" dia. A572 anchor bolts per leg. Minimum 48.5" embedment from top of concrete to top of nut.
6. All unequal angles are oriented with the short leg vertical.
7. The tower is also adequate to support a lightning rod and lighting system.

**ANTENNA LIST**


NO	ELEV	ANTENNA	TX-LINE
1	246'	(6) DB848H105ESX + 3T-Boom	(12) 1 5/8
2	246'	(6) DB982F105	
3	246'	(12) TMA	
4	246'	(2) 1 sq. ft. EPA	(2) 7/8
5	236'	(9) 5 sq. ft. EPA + 3T-Boom	(9) 1 5/8
6	226'	(9) 5 sq. ft. EPA + 3T-Boom	(9) 1 5/8

**MATERIAL LIST**

NO	TYPE
A	6.6250"x0.2800" PIPE
B	5.5625"x0.3750" PIPE
C	4.5000"x0.4380" PIPE
D	4.5000"x0.3370" PIPE
E	4.0000"x0.3180" PIPE
F	2.8750"x0.3750" PIPE
G	2.8750"x0.2030" PIPE
H	L 3-1/2"x4"x1/4"
I	L 3-1/2"x3-1/2"x1/4"
J	L 3"x3-1/2"x1/4"
K	L 3"x3"x3/16"
L	L 2-1/2"x2-1/2"x3/16"
M	L 2"x2"x3/16"
N	L 1-3/4"x1-3/4"x3/16"



TOTAL FOUNDATION LOADS	INDIVIDUAL FOOTING LOADS
H=29.71k	H=18.83k
V=68.43k	V=219.38k
M=4088.71k-ft	U=-177.05k
T=-0.00k-ft	



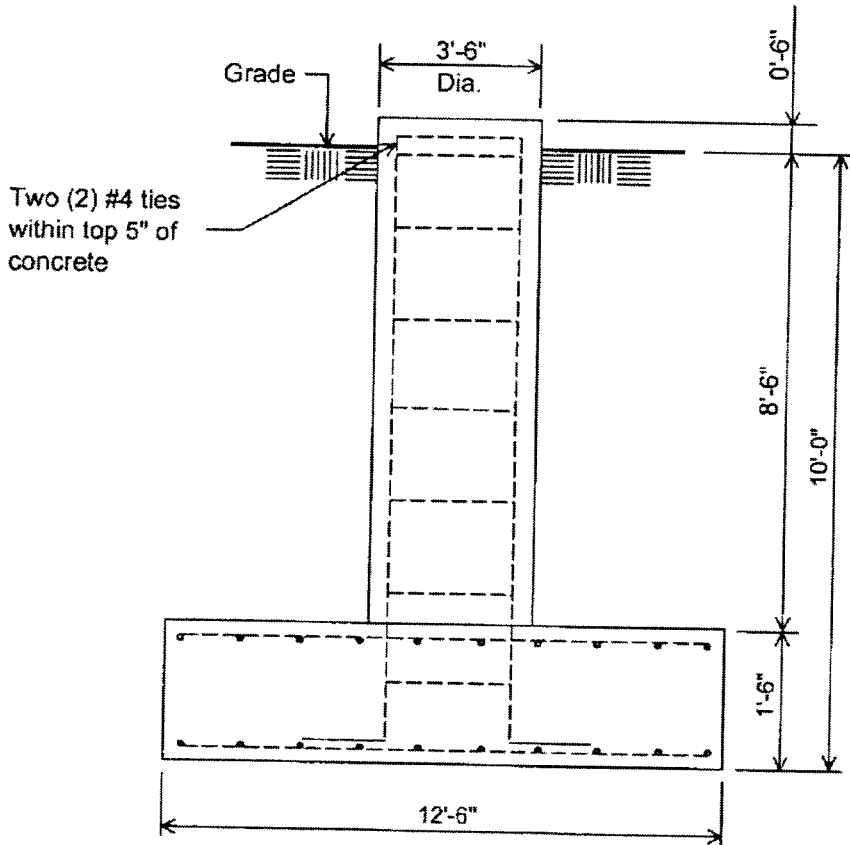
**Sabre Communications**  
 P.O. Box 658, Sioux City, Iowa 51102-0658  
 Phone: (712) 258-6690 Fax: (712) 258-8250

Client: Cingular Wireless Job No: 05-07094 Date: 19 Jul 2004  
 Location: Mountain Parkway, Kentucky Total Height: 250.00' Tower Height: 250.00'  
 Standard: ANSI/TIA/EIA 222-F-1996 Design Wind & Ice: 70 mph + 0.5" ice



No.: 05-07094  
 Page: 2  
 Date: 7/28/04  
 By: ARH  
 Revision A

**Customer: Cingular Wireless**  
**Site: Mountain Parkway, Kentucky KT0348**  
**Purchase Order Number: 24782-515-POA-EFX1-00017**  
 250 ft. Model S3TL (29 Family) Self Supporting Tower At  
 70 mph Wind + 0.5 in. Ice per ANSI/TIA/EIA-222-F-1996.  
 Antenna Loading per Page 1



**Notes:**

- 1). Concrete shall have a minimum 28-day compressive strength of 3000 PSI, in accordance with ACI 318-02.
- 2). Rebar to conform to ASTM specification A615 Grade 60.
- 3). All rebar to have a minimum of 3" concrete cover.
- 4). All exposed concrete corners to be chamfered 3/4".
- 5). The foundation design is based on the geotechnical report by Terracon, project no. 57047400G, dated July 16, 2004.
- 6). See the geotechnical report for compaction requirements, if specified.

**ELEVATION VIEW**

(11.89 Cu. Yds. each)  
 (3 REQUIRED)

Rebar Schedule per Pad and Pier	
Pier	(12) #7 vertical rebar w/hooks at bottom w/#4 ties, two (2) within top 5" of pier then 12" C/C
Pad	(14) #7 horizontal rebar evenly spaced each way top and bottom (56 Total)

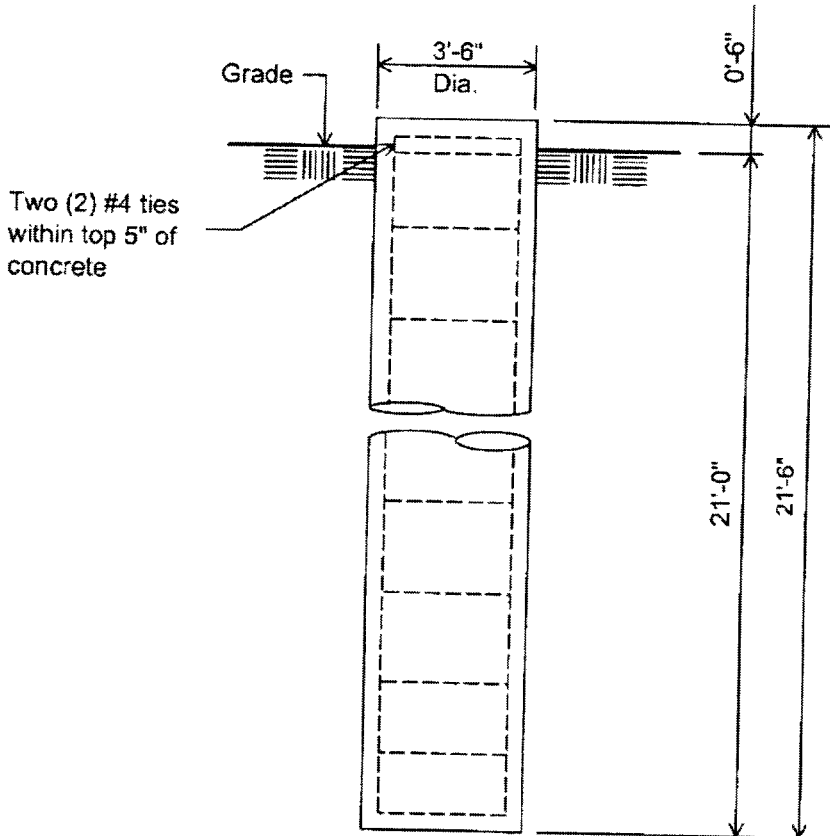
*Stephen*  
 7/29/04  
 STATE OF KENTUCKY  
 STEPHEN YEO  
 22748  
 LICENSED PROFESSIONAL ENGINEER

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No.: 05-07094  
 Page: 3  
 Date: 7/28/04  
 By: ARH  
 Revision A

**Customer: Cingular Wireless**  
**Site: Mountain Parkway, Kentucky KT0348**  
**Purchase Order Number: 24782-515-POA-EFX1-00017**  
 250 ft. Model S3TL (29 Family) Self Supporting Tower At  
 70 mph Wind + 0.5 in. Ice per ANSI/TIA/EIA-222-F-1996.



**Notes:**

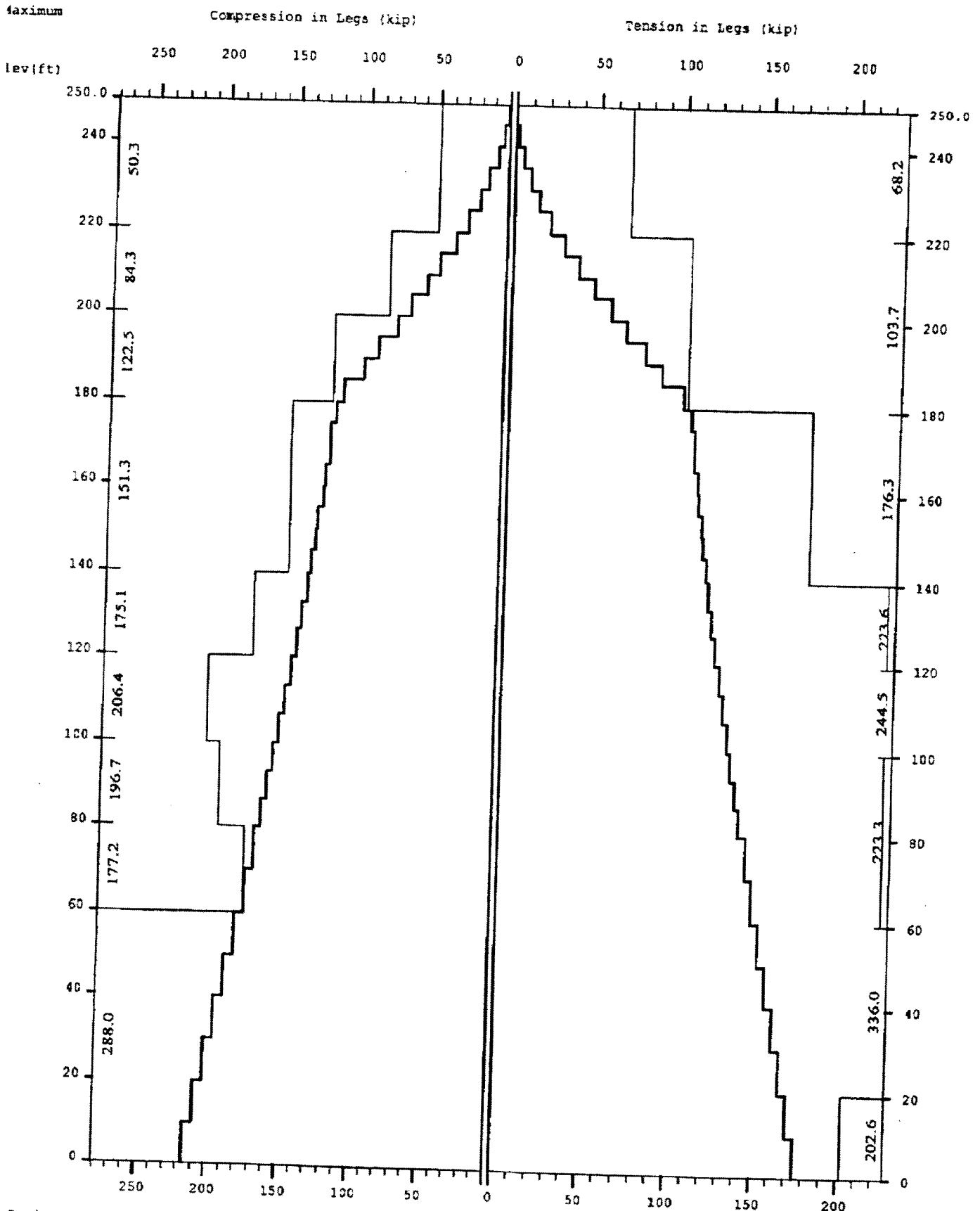
- 1). Concrete shall have a minimum 28-day compressive strength of 3000 PSI, in accordance with ACI 318-02.
- 2). Rebars to conform to ASTM specification A615 Grade 60.
- 3). All rebar to have a minimum of 3" concrete cover.
- 4). All exposed concrete corners to be chamfered 3/4".
- 5). The foundation design is based on the geotechnical report by Terracon, project no. 57047400G, dated July 16, 2004.
- 6). See the geotechnical report for drilled pier installation requirements, if specified.

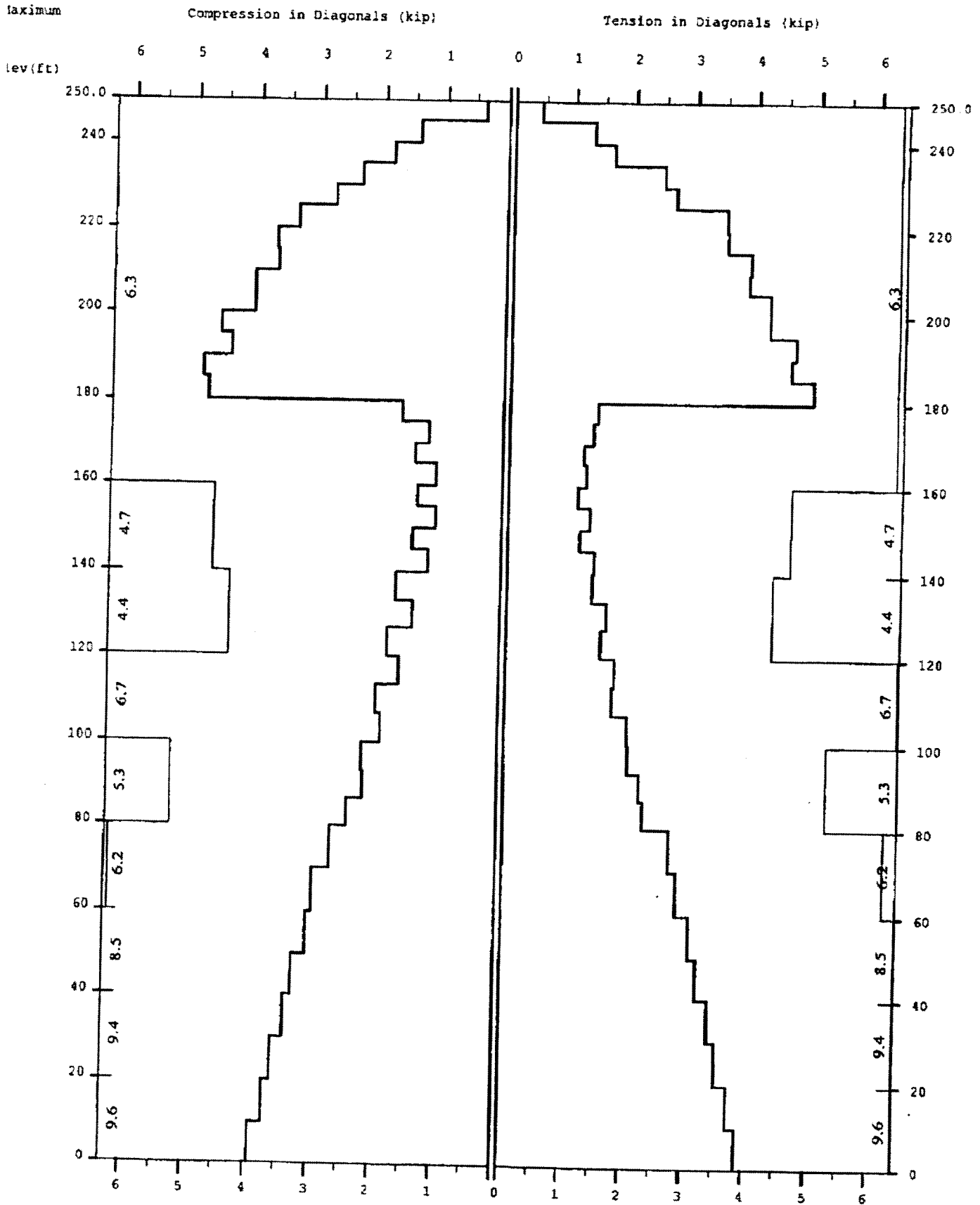
**ELEVATION VIEW**  
 (7.66 Cu. Yds. each)  
 (3 REQUIRED)

Rebar Schedule per Pier	
Pier	(12) #7 vertical rebar w/#4 ties, two (2) within top 5" of pier then 12" C/C

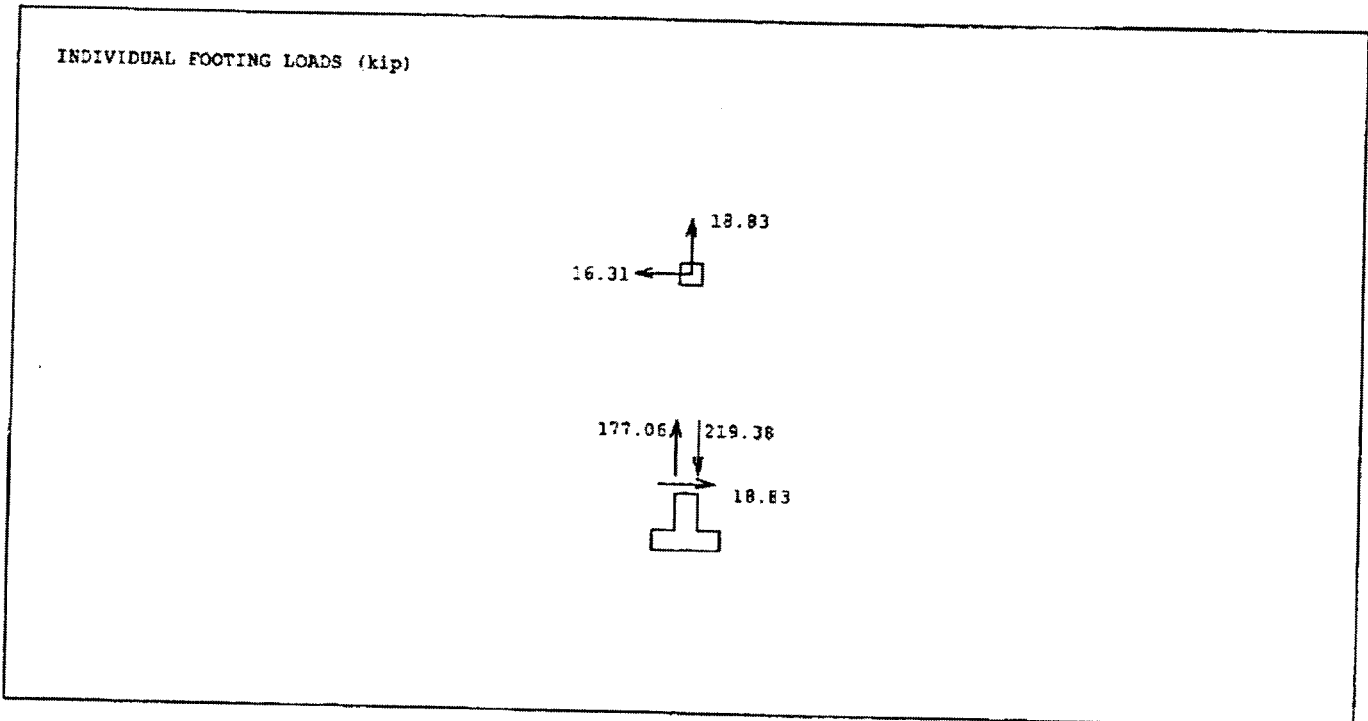
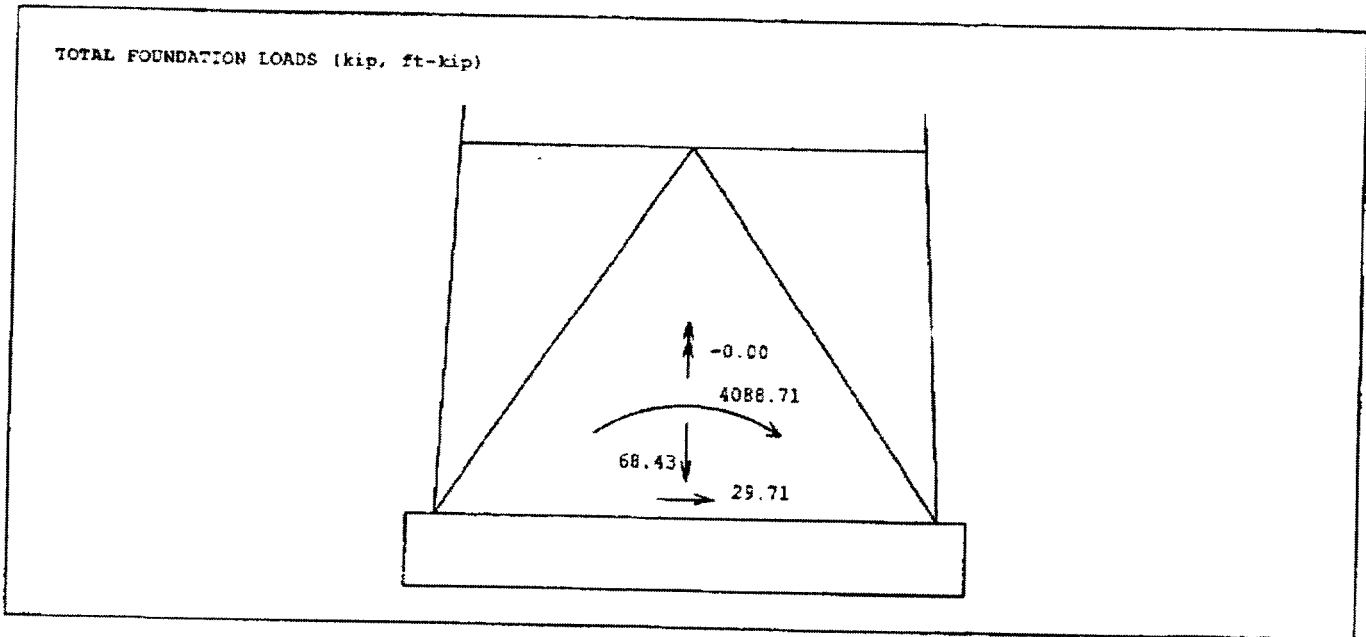
*Stephen*  
 7/29/04

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MAXIMUM FOR ALL LOAD CASES



MAST - Latticed Tower Analysis (Unguyed) (c)1997 Guymast Inc. 416-736-7453  
 Processed under license at:

Sabre Communications Corporation

on: 19 jul 2004 at: 10:24:45

250' S3TL CINGULAR WIRELESS Mountain Parkway Kentucky (05-07094) JAVLAANDEREN

MAST GEOMETRY ( ft )

PANEL TYPE	NO.OF LEGS	ELEV.AT BOTTOM	ELEV.AT TOP	F.W..AT BOTTOM	F.W..AT TOP	TYPICAL PANEL HEIGHT
X	3	240.00	250.00	5.00	5.00	5.00
X	3	220.00	240.00	5.00	5.00	5.00
X	3	200.00	220.00	5.00	5.00	5.00
X	3	180.00	200.00	5.00	5.00	5.00
X	3	160.00	180.00	7.00	5.00	5.00
X	3	140.00	160.00	9.00	7.00	5.00
X	3	120.00	140.00	11.00	9.00	6.67
X	3	100.00	120.00	13.00	11.00	6.67
X	3	80.00	100.00	15.00	13.00	6.67
X	3	60.00	80.00	17.00	15.00	10.00
X	3	40.00	60.00	19.00	17.00	10.00
X	3	20.00	40.00	21.00	19.00	10.00
X	3	0.00	20.00	23.00	21.00	10.00

MEMBER PROPERTIES

MEMBER TYPE	BOTTOM ELEV ft	TOP ELEV ft	X-SECTN AREA in.sq	RADIUS OF GYRAT in	ELASTIC MODULUS ksi	THERMAL EXPANSN /deg
LE	220.00	250.00	1.704	0.000	29000.	0.0000000
LE	200.00	220.00	2.945	0.000	29000.	0.0000000
LE	180.00	200.00	3.678	0.000	29000.	0.0000000
LE	140.00	180.00	4.407	0.000	29000.	0.0000000
LE	120.00	140.00	5.589	0.000	29000.	0.0000000
LE	100.00	120.00	6.111	0.000	29000.	0.0000000
LE	60.00	100.00	5.581	0.000	29000.	0.0000000
LE	0.00	60.00	8.399	0.000	29000.	0.0000000
DI	140.00	250.00	0.621	0.000	29000.	0.0000000
DI	120.00	140.00	0.715	0.000	29000.	0.0000000
DI	80.00	120.00	0.902	0.000	29000.	0.0000000
DI	60.00	80.00	1.090	0.000	29000.	0.0000000
DI	40.00	60.00	1.562	0.000	29000.	0.0000000
DI	20.00	40.00	1.687	0.000	29000.	0.0000000
DI	0.00	20.00	1.812	0.000	29000.	0.0000000
HO	245.00	250.00	0.621	0.000	29000.	0.0000000
HO	235.00	240.00	0.621	0.000	29000.	0.0000000
HO	215.00	220.00	0.621	0.000	29000.	0.0000000
HO	195.00	200.00	0.621	0.000	29000.	0.0000000
HO	175.00	180.00	0.621	0.000	29000.	0.0000000



\* 12 wind directions were analyzed, with & without ice. Only two conditions are shown in full.

LOADING CONDITION A

70 MPH + NO ICE WIND AZ 0 DEGREES

MAST LOADING

LOAD TYPE	ELEV ft	APPLY. RADIUS ft	LOAD AT AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	246.0	0.00	0.0	0.0				
C	236.0	0.00	0.0	0.0	2.37	2.71	0.00	0.00
C	226.0	0.00	0.0	0.0	1.43	2.54	0.00	0.00
					1.41	2.54	0.00	0.00
D	250.0	0.00	180.0	0.0	0.06	0.05	0.00	0.00
D	245.0	0.00	180.0	0.0	0.06	0.05	0.00	0.00
D	245.0	0.00	180.0	0.0	0.07	0.06	0.00	0.00
D	240.0	0.00	180.0	0.0	0.07	0.06	0.00	0.00
D	240.0	0.00	180.0	0.0	0.08	0.07	0.00	0.00
D	235.0	0.00	180.0	0.0	0.08	0.07	0.00	0.00
D	235.0	0.00	180.0	0.0	0.07	0.07	0.00	0.00
D	230.0	0.00	180.0	0.0	0.07	0.07	0.00	0.00
D	230.0	0.00	180.0	0.0	0.07	0.07	0.00	0.00
D	225.0	0.00	180.0	0.0	0.07	0.07	0.00	0.00
D	225.0	0.00	180.0	0.0	0.07	0.08	0.00	0.00
D	220.0	0.00	180.0	0.0	0.07	0.08	0.00	0.00
D	220.0	0.00	180.0	0.0	0.08	0.10	0.00	0.00
D	215.0	0.00	180.0	0.0	0.08	0.10	0.00	0.00
D	215.0	0.00	180.0	0.0	0.07	0.09	0.00	0.00
D	200.0	0.00	180.0	0.0	0.07	0.09	0.00	0.00
D	200.0	0.00	180.0	0.0	0.08	0.11	0.00	0.00
D	195.0	0.00	180.0	0.0	0.08	0.11	0.00	0.00
D	195.0	0.00	180.0	0.0	0.07	0.10	0.00	0.00
D	180.0	0.00	180.0	0.0	0.07	0.10	0.00	0.00
D	180.0	0.00	180.0	0.0	0.08	0.12	0.00	0.00
D	175.0	0.00	180.0	0.0	0.08	0.12	0.00	0.00
D	175.0	0.00	180.0	0.0	0.08	0.12	0.00	0.00
D	160.0	0.00	180.0	0.0	0.08	0.11	0.00	0.00
D	160.0	0.00	180.0	0.0	0.08	0.11	0.00	0.00
D	140.0	0.00	180.0	0.0	0.09	0.12	0.00	0.00
D	140.0	0.00	180.0	0.0	0.09	0.12	0.00	0.00
D	120.0	0.00	180.0	0.0	0.09	0.13	0.00	0.00
D	120.0	0.00	180.0	0.0	0.09	0.13	0.00	0.00
D	100.0	0.00	180.0	0.0	0.10	0.15	0.00	0.00
D	100.0	0.00	180.0	0.0	0.10	0.15	0.00	0.00
D	100.0	0.00	180.0	0.0	0.10	0.15	0.00	0.00
D	80.0	0.00	180.0	0.0	0.10	0.14	0.00	0.00
D	80.0	0.00	180.0	0.0	0.10	0.15	0.00	0.00
D	80.0	0.00	180.0	0.0	0.10	0.15	0.00	0.00
D	60.0	0.00	180.0	0.0	0.10	0.14	0.00	0.00
D	60.0	0.00	180.0	0.0	0.10	0.15	0.00	0.00
D	40.0	0.00	180.0	0.0	0.10	0.20	0.00	0.00
D	40.0	0.00	180.0	0.0	0.10	0.20	0.00	0.00
D	20.0	0.00	180.0	0.0	0.10	0.21	0.00	0.00
D	20.0	0.00	180.0	0.0	0.10	0.21	0.00	0.00
D	0.0	0.00	180.0	0.0	0.10	0.22	0.00	0.00

LOADING CONDITION M

05-07094.txt  
 60.63 MPH + 0.5 ICE WIND AZ 0 DEGREES

MAST LOADING

LOAD TYPE	ELEV ft	APPLY... RADIUS ft	LOAD...AT AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	246.0	0.00	0.0	0.0	2.15	3.50	0.00	0.00
C	236.0	0.00	0.0	0.0	1.25	3.32	0.00	0.00
C	226.0	0.00	0.0	0.0	1.24	3.32	0.00	0.00
D	250.0	0.00	180.0	0.0	0.06	0.09	0.00	0.00
D	245.0	0.00	180.0	0.0	0.06	0.09	0.00	0.00
D	245.0	0.00	180.0	0.0	0.07	0.11	0.00	0.00
D	240.0	0.00	180.0	0.0	0.07	0.11	0.00	0.00
D	240.0	0.00	180.0	0.0	0.08	0.13	0.00	0.00
D	235.0	0.00	180.0	0.0	0.08	0.13	0.00	0.00
D	235.0	0.00	180.0	0.0	0.07	0.13	0.00	0.00
D	230.0	0.00	180.0	0.0	0.07	0.13	0.00	0.00
D	230.0	0.00	180.0	0.0	0.07	0.13	0.00	0.00
D	225.0	0.00	180.0	0.0	0.07	0.14	0.00	0.00
D	225.0	0.00	180.0	0.0	0.07	0.14	0.00	0.00
D	220.0	0.00	180.0	0.0	0.07	0.16	0.00	0.00
D	220.0	0.00	180.0	0.0	0.07	0.16	0.00	0.00
D	220.0	0.00	180.0	0.0	0.08	0.19	0.00	0.00
D	215.0	0.00	180.0	0.0	0.08	0.19	0.00	0.00
D	215.0	0.00	180.0	0.0	0.07	0.18	0.00	0.00
D	200.0	0.00	180.0	0.0	0.07	0.18	0.00	0.00
D	200.0	0.00	180.0	0.0	0.08	0.20	0.00	0.00
D	195.0	0.00	180.0	0.0	0.08	0.20	0.00	0.00
D	195.0	0.00	180.0	0.0	0.07	0.19	0.00	0.00
D	180.0	0.00	180.0	0.0	0.07	0.19	0.00	0.00
D	180.0	0.00	180.0	0.0	0.08	0.21	0.00	0.00
D	175.0	0.00	180.0	0.0	0.08	0.21	0.00	0.00
D	175.0	0.00	180.0	0.0	0.07	0.20	0.00	0.00
D	140.0	0.00	180.0	0.0	0.08	0.21	0.00	0.00
D	140.0	0.00	180.0	0.0	0.08	0.21	0.00	0.00
D	120.0	0.00	180.0	0.0	0.08	0.22	0.00	0.00
D	120.0	0.00	180.0	0.0	0.08	0.22	0.00	0.00
D	100.0	0.00	180.0	0.0	0.09	0.24	0.00	0.00
D	100.0	0.00	180.0	0.0	0.09	0.25	0.00	0.00
D	80.0	0.00	180.0	0.0	0.09	0.25	0.00	0.00
D	80.0	0.00	180.0	0.0	0.09	0.25	0.00	0.00
D	60.0	0.00	180.0	0.0	0.09	0.25	0.00	0.00
D	60.0	0.00	180.0	0.0	0.09	0.25	0.00	0.00
D	40.0	0.00	180.0	0.0	0.09	0.31	0.00	0.00
D	40.0	0.00	180.0	0.0	0.09	0.31	0.00	0.00
D	20.0	0.00	180.0	0.0	0.09	0.33	0.00	0.00
D	20.0	0.00	180.0	0.0	0.09	0.33	0.00	0.00
D	0.0	0.00	180.0	0.0	0.09	0.34	0.00	0.00
D	0.0	0.00	180.0	0.0	0.09	0.35	0.00	0.00

MAXIMUM MAST DISPLACEMENTS:

ELEV ft	-----DEFLECTIONS (ft)-----			--TILTS (DEG)--		TWIST DEG
	NORTH	EAST	DOWN	NORTH	EAST	
250.0	3.744 G	3.598 J	0.055 O	2.022 G	1.953 J	0.000 I
245.0	3.568 G	3.427 J	0.053 O	2.022 G	1.952 J	0.000 I
240.0	3.390 G	3.256 J	0.050 O	2.018 G	1.948 J	0.000 I

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235.0	3.214 G	3.086 J	0.047 O	2.006 G	1.936 J	0.000 I
230.0	3.040 G	2.917 J	0.044 O	1.983 G	1.914 J	0.000 I
225.0	2.866 G	2.750 J	0.041 O	1.947 G	1.879 J	0.000 I
220.0	2.697 G	2.587 J	0.038 O	1.896 G	1.829 J	0.000 I
215.0	2.531 G	2.427 J	0.036 O	1.856 G	1.790 J	0.000 I
210.0	2.371 G	2.272 J	0.033 O	1.805 G	1.740 J	0.000 I
205.0	2.212 G	2.119 J	0.031 O	1.743 G	1.680 J	0.000 I
200.0	2.063 G	1.975 J	0.028 O	1.669 G	1.607 J	0.000 I
195.0	1.917 G	1.835 J	0.026 O	1.600 G	1.541 J	0.000 I
190.0	1.781 G	1.704 J	0.025 O	1.519 G	1.462 J	0.000 I
185.0	1.647 G	1.575 J	0.023 O	1.429 G	1.375 J	0.000 I
180.0	1.526 G	1.459 J	0.021 O	1.327 G	1.275 J	0.000 I
175.0	1.413 G	1.350 J	0.020 O	1.240 G	1.191 J	0.000 I
170.0	1.311 G	1.252 J	0.019 O	1.162 G	1.116 J	0.000 I
165.0	1.212 G	1.157 J	0.018 O	1.088 G	1.044 J	0.000 I
160.0	1.121 G	1.070 J	0.017 O	1.020 G	0.978 J	0.000 I
155.0	1.034 G	0.987 J	0.016 W	0.954 G	0.914 J	0.000 I
150.0	0.955 G	0.911 J	0.015 W	0.893 G	0.855 J	0.000 I
145.0	0.879 G	0.838 J	0.014 W	0.834 G	0.798 J	0.000 I
140.0	0.810 G	0.772 J	0.013 W	0.778 G	0.744 J	0.000 I
133.3	0.721 G	0.687 J	0.013 W	0.721 G	0.689 J	0.000 I
126.7	0.641 G	0.611 J	0.012 W	0.667 G	0.638 J	0.000 I
120.0	0.565 G	0.538 J	0.011 W	0.615 G	0.588 J	0.000 I
113.3	0.497 G	0.473 J	0.010 W	0.570 G	0.544 J	0.000 I
106.7	0.432 G	0.411 J	0.010 W	0.526 G	0.502 J	0.000 I
100.0	0.373 G	0.355 J	0.009 W	0.483 G	0.461 J	0.000 I
93.3	0.319 G	0.303 J	0.008 W	0.438 G	0.418 J	0.000 I
86.7	0.272 G	0.258 J	0.008 W	0.395 G	0.376 J	0.000 I
80.0	0.227 G	0.215 J	0.007 W	0.351 G	0.335 J	0.000 I
70.0	0.170 G	0.161 J	0.006 W	0.288 G	0.274 J	0.000 I
60.0	0.124 G	0.117 J	0.005 W	0.227 G	0.216 J	0.000 I
50.0	0.087 G	0.083 J	0.004 W	0.187 G	0.178 J	0.000 I
40.0	0.057 G	-0.054 D	0.003 W	0.148 G	0.141 J	0.000 I
30.0	0.034 G	-0.032 D	0.003 X	0.110 G	0.105 J	0.000 I
20.0	0.017 G	-0.016 D	0.002 X	0.073 G	0.069 J	0.000 I
10.0	0.004 G	-0.004 D	0.001 X	0.036 G	0.034 J	0.000 B
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
250.0	-----	-----	0.03 A	0.00 A
245.0	0.00 A	0.43 I	0.00 W	0.00 A
240.0	1.17 I	1.32 B	0.57 A	0.00 A
235.0	4.53 A	1.64 E	0.02 M	0.00 A
230.0	8.97 I	2.48 B	0.00 G	0.00 A
225.0	14.85 E	2.66 H	0.02 M	0.00 A
220.0	21.44 I	3.49 J	0.58 E	0.00 A
215.0	29.69 I	3.51 H	0.03 I	0.00 A
210.0	39.15 I	3.90 B	0.01 C	0.00 A
	47.82 I	3.88 H		

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205.0	-----		0.03 E	0.00 A
	58.07 I	4.24 B		
200.0	-----		0.37 I	0.00 A
	67.26 I	4.22 B		
195.0	-----		0.05 I	0.00 A
	78.99 I	4.66 C		
190.0	-----		0.02 C	0.00 A
	88.80 E	4.60 H		
185.0	-----		0.04 I	0.00 A
	101.31 E	4.96 B		
180.0	-----		1.36 G	0.00 A
	106.32 E	1.44 C		
175.0	-----		0.04 A	0.00 A
	108.76 I	1.40 J		
170.0	-----		0.00 G	0.00 A
	108.63 E	1.23 L		
165.0	-----		0.03 A	0.00 A
	110.93 I	1.29 O		
160.0	-----		0.00 Q	0.00 A
	111.43 E	1.15 F		
155.0	-----		0.02 I	0.00 A
	113.67 E	1.34 O		
150.0	-----		0.00 Q	0.00 A
	114.59 E	1.19 A		
145.0	-----		0.02 E	0.00 A
	116.81 E	1.42 O		
140.0	-----		0.00 Q	0.00 A
	118.20 E	1.41 A		
133.3	-----		0.02 E	0.00 A
	121.14 E	1.66 O		
126.7	-----		0.00 M	0.00 A
	123.08 E	1.55 A		
120.0	-----		0.01 E	0.00 A
	126.03 E	1.81 C		
113.3	-----		0.00 Q	0.00 A
	128.22 E	1.76 D		
106.7	-----		0.01 E	0.00 A
	131.23 E	2.02 C		
100.0	-----		0.00 Q	0.00 A
	133.68 E	2.03 D		
93.3	-----		0.02 Q	0.00 A
	136.78 I	2.23 C		
86.7	-----		0.00 M	0.00 A
	139.44 I	2.30 J		
80.0	-----		0.01 Q	0.00 A
	143.39 I	2.74 D		
70.0	-----		0.01 M	0.00 A
	147.64 I	2.86 D		
60.0	-----		0.01 Q	0.00 A
	152.42 E	3.07 D		
50.0	-----		0.00 M	0.00 A
	156.69 E	3.20 J		
40.0	-----		0.01 U	0.00 A
	161.42 E	3.41 D		
30.0	-----		0.00 M	0.00 A
	165.79 I	3.53 J		
20.0	-----		0.00 E	0.00 A
	170.52 I	3.73 D		
10.0	-----		0.00 M	0.00 A
	174.95 E	3.87 J		
0.0	-----		0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

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ELEV ft	LEGS	DIAG	HORIZ	BRACE
250.0	-----	-----	-0.09 S	0.00 A
245.0	-0.56 S	-0.36 C	0.00 E	0.00 A
240.0	-----	-----	-0.42 G	0.00 A
235.0	-3.35 O	-1.43 C	-0.01 G	0.00 A
230.0	-7.12 C	-1.84 C	-0.01 M	0.00 A
225.0	-13.70 C	-2.35 H	-0.01 G	0.00 A
220.0	-19.99 C	-2.79 B	-0.01 G	0.00 A
215.0	-28.78 C	-3.38 J	-0.52 K	0.00 A
210.0	-37.15 C	-3.72 B	-0.03 G	0.00 A
205.0	-47.89 C	-3.70 H	-0.01 E	0.00 A
200.0	-56.68 C	-4.07 B	-0.02 C	0.00 A
195.0	-68.23 C	-4.05 H	-0.37 C	0.00 A
190.0	-77.64 C	-4.58 C	-0.04 C	0.00 A
185.0	-90.88 C	-4.42 H	-0.02 I	0.00 A
180.0	-100.98 C	-4.86 C	-0.04 C	0.00 A
175.0	-115.02 C	-4.78 H	-1.56 I	0.00 A
170.0	-120.16 C	-1.65 D	-0.03 C	0.00 A
165.0	-123.82 C	-1.21 D	0.00 A	0.00 A
160.0	-123.71 C	-1.42 F	-0.02 G	0.00 A
155.0	-127.04 C	-1.09 F	0.00 C	0.00 A
150.0	-127.73 C	-1.38 O	-0.02 G	0.00 A
145.0	-130.88 C	-1.09 I	0.00 C	0.00 A
140.0	-132.11 C	-1.45 O	-0.01 G	0.00 A
133.3	-135.18 C	-1.19 A	0.00 K	0.00 A
126.7	-137.06 C	-1.69 O	-0.01 C	0.00 A
120.0	-141.13 C	-1.42 A	0.00 G	0.00 A
113.3	-143.75 C	-1.82 O	-0.01 C	0.00 A
	-147.82 C	-1.64 D	0.00 K	0.00 A

05-07094.txt

106.7	-150.83 C	-2.01 C	-0.01 G	0.00 A
100.0	-154.99 C	-1.91 D	0.00 K	0.00 A
93.3	-158.31 C	-2.22 C	-0.01 C	0.00 A
86.7	-162.54 C	-2.18 D	0.00 G	0.00 A
80.0	-166.12 C	-2.44 C	-0.01 C	0.00 A
70.0	-171.46 C	-2.71 D	-0.01 G	0.00 A
60.0	-177.13 C	-2.98 C	-0.01 C	0.00 A
50.0	-183.75 C	-3.05 J	0.00 G	0.00 A
40.0	-189.83 C	-3.27 C	-0.01 C	0.00 A
30.0	-196.61 C	-3.39 J	0.00 G	0.00 A
20.0	-202.90 C	-3.59 D	0.00 K	0.00 A
10.0	-209.76 C	-3.73 J	0.00 G	0.00 A
0.0	-216.22 C	-3.94 D	0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

NORTH	LOAD EAST	COMPONENTS DOWN	UPLIFT	TOTAL SHEAR
18.83 G	-16.31 C	219.38 C	-177.06 E	18.83 C

MAXIMUM TOTAL LOADS ON FOUNDATION : (kip & kip-ft)

HORIZONTAL			DOWN	OVERTURNING			TORSION
NORTH	EAST	TOTAL @ 240.0		NORTH	EAST	TOTAL @ 240.0	
29.7 G	-27.9 D	29.7 C	68.4 X	4088.7 G	3878.6 J	4088.7 C	0.0 I

**PIER AND PAD DESIGN BY SABRE COMMUNICATIONS CORP.**

Tower Description 250' S3TL (29 Family)  
 Customer Cingular Wireless  
 Project Number 05-07094  
 Date 7/28/2004  
 Engineer ARH

Uplift (kips)	177.06	Anchor Bolt Count (per leg)	4
Download (kips)	219.38		
Shear (kips)	18.83		
Width of Tower (ft)	23		
Allowable Bearing Pressure (ksf)	4	Maximum Soil Bearing Pressure (ksf)	2.10
Angle of Internal Friction (deg.)	30		
Water Table Below Grade (ft)	999		
Width of Pad (ft)	12.5	Maximum Width of Pad (ft)	19.42
Thickness of Pad (ft)	1.5		
Depth to Bottom of Pad (ft)	10		
Bolt Circle Diameter (in)	20		
Top of Concrete to Top of Bottom Threads (in)	48.5		
Diameter of Pier (ft)	3.5	Minimum Pier Diameter (ft)	3.17
Ht. of Pier Above Ground (ft)	0.5	Equivalent Square b (ft)	3.10
Ht. of Pier Below Ground (ft)	8.5		
Quantity of Bars in Pad	14		
Bar Diameter in Pad (in)	0.875		
Area of Bars in Pad (in <sup>2</sup> )	8.42		
Spacing of Bars in Pad (in)	11.01	Recommended Spacing (in)	6 to 12
Quantity of Bars Pier	12		
Bar Diameter in Pier (in)	0.875		
Tie Bar Diameter in Pier (in)	0.5		
Spacing of Ties (in)	12		
Area of Bars in Pier (in <sup>2</sup> )	7.22	Minimum Pier Area of Steel (in <sup>2</sup> )	6.93
Spacing of Bars in Pier (in)	8.93		
f <sub>c</sub> (ksi)	3		
f <sub>y</sub> (ksi)	60		
Unit Wt. of Soil (kcf)	0.11		
Unit Wt. of Concrete (kcf)	0.15		
Load Factor	1.3		
Volume of Concrete (yd <sup>3</sup> )	11.89		
<b>Uplift:</b>			
W <sub>c</sub> , Weight of Concrete (kips)	48.1		
W <sub>R</sub> , Soil Resistance (kips)	281.8		
(W <sub>R</sub> /2)+(W <sub>c</sub> /1.25) (kips)	179.4		
(W <sub>R</sub> +W <sub>c</sub> )/1.5 (kips)	220.0		
Allowable Uplift (kips)	179.4	Uplift (kips)	177.1
<b>Pier Design:</b>			
Design Tensile Strength (kips)	389.7	Ultimate Tensile Load (kips)	230.2
φV <sub>n</sub> (kips)	86.3	V <sub>u</sub> (kips)	24.5
φV <sub>c</sub> =φ2(1+N <sub>u</sub> /(500A <sub>g</sub> ))f <sub>c</sub> <sup>1/2</sup> b <sub>w</sub> d (kips)	86.3	*** V <sub>s</sub> max = 4 f <sub>c</sub> <sup>1/2</sup> b <sub>w</sub> d (kips)	309.2
V <sub>s</sub> (kips)	0.0		

P. AB

**PIER AND PAD DESIGN BY SABRE COMMUNICATIONS CORP. (CONTINUED)**

**Pier Design (Continued) :**

Maximum Spacing (in) 11.22 (Only if Shear Ties are Required)

\*\*\* Ref. To Spacing Requirements ACI 11.5.4.3

**Anchor Bolt Pull-Out:**

$\phi P_c = \phi \lambda (2/3) f_c^{1/2} (2.8 A_{SLOPE} + 4 A_{FLAT})$	170.7	$P_u$ (kips)	230.2
Pier Rebar Development Length (in)	38.44	Required Length of Development (in)	28.31

**Two-Way Shear Action:**

$q_{ult}$ (ksf)	2.72		
Average d (in)	14.13		
$\phi V_c$ (kips)	409.2	$V_u$ (kips)	378.7
$\phi V_c = \phi (2 + 4/\beta_c) f_c^{1/2} b_o d$	613.9		
$\phi V_c = \phi (\alpha_s d/b_o + 2) f_c^{1/2} b_o d$	532.5		
$\phi V_c = \phi 4 f_c^{1/2} b_o d$	409.2		
Shear perimeter, $b_o$ (in)	176.32		
$\beta_c$	1		

**One-Way Shear:**

$\phi V_c$ (kips)	174.1	$V_u$ (kips)	119.9
<b>Flexure:</b>			
$\phi M_n$ (ft-kips)	510.1	$M_u$ (ft-kips)	375.8
a (in)	1.32		
Steel Ratio	0.00397		
$\beta_1$	0.85		
Maximum Steel Ratio	0.0160		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	53.39	Required Development in Pad (in)	34.84

Condition	1 is OK, 0 Fails
Maximum Soil Bearing Pressure	1
Maximum Width of Pad	1
Uplift	1
Pier Area of Steel	1
Pier Shear	1
Anchor Bolt Pull-Out	1
Two-Way Shear Action	1
One-way Shear	1
Flexure	1
Steel Ratio	1
Length of Development in Pad	1
Interaction Diagram Visual Check	1

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**DRILLED STRAIGHT PIER DESIGN BY SABRE COMMUNICATIONS CORP.**

Tower Description 250' S3TL (29 Family)

Customer Name Cingular Wireless

Job Number 05-07094

Date 7/28/2004

Engineer ARH

Uplift (kips)	177.06	Anchor Bolt Count (per leg)	4
Download (kips)	219.38		
Shear (kips)	18.83		
Allowable End Bearing (ksf)	20		
Water Table Below Grade (ft)	999		
Bolt Circle Diameter (in)	20		
Top of Concrete to Top of Bottom Threads (in)	48.5		
Pier Diameter (ft)	3.5	Minimum Pier Diameter (ft)	3.17
Ht. Above Ground (ft)	0.5		
Pier Length Below Ground (ft)	21		
Quantity of Bars	12		
Bar Diameter (in)	0.875		
Tie Bar Diameter (in)	0.5		
Spacing of Ties (in)	12		
Area of Bars (in <sup>2</sup> )	7.22	Minimum Area of Steel (in <sup>2</sup> )	6.93
Spacing of Bars (in)	8.93		
f <sub>c</sub> (ksi)	3		
f <sub>y</sub> (ksi)	60		
Unit Wt. of Soil (kcf)	0.123		
Unit Wt. of Concrete (kcf)	0.15		
Load Factor	1.3		
S.F. of Concrete	1.25		
S.F. of Skin Friction	2		
Volume of Concrete (yd <sup>3</sup> )	7.66		
Skin Friction Factor for Uplift	1	Length to Ignore Download (ft)	0
Ignore Bottom Length in Download?	<input type="checkbox"/>		

Depth at Bottom of Layer (ft)	Ult. Skin Friction (ksf)	(Ult. Skin Friction)*(Uplift Factor)	γ (pcf)
3	0.00	0.00	0.12
17.5	1.00	1.00	0.12
27.5	5.00	5.00	0.14
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0

**Download:**

Net Weight of Concrete (kips)	6.1		
Allowable End Bearing (kips)	192.4		
Allowable Skin Friction (kips)	175.9		
Allowable Download (kips)	368.4	Total Download (kips)	225.5

**DRILLED STRAIGHT PIER DESIGN BY SABRE COMMUNICATIONS CORP. (CONTINUED)**

**Uplift:**

Allowable Skin Friction (kips)	175.9
W <sub>c</sub> , Weight of Concrete (kips)	31.0
W <sub>R</sub> , Soil Resistance (kips)	557.0
(W <sub>R</sub> /2)+(W <sub>c</sub> /1.25) (kips)	303.3
(W <sub>R</sub> +W <sub>c</sub> )/1.5 (kips)	392.0

Allowable Uplift (kips)

208.8

Uplift (kips)

177.1

**Pier Design:**

Design Tensile Strength (kips)

389.7

Ultimate Tensile Load (kips)

230.2

$\phi V_n$  (kips)

86.3

V<sub>u</sub> (kips)

24.5

$\phi V_c = \phi 2(1 + N_u / (500 A_g)) f_c^{1/2} b_w d$  (kips)

86.3

\*\*\* V<sub>s</sub> max = 4 f<sub>c</sub><sup>1/2</sup> b<sub>w</sub> d (kips)

309.2

V<sub>s</sub> (kips)

0.0

(Only if Shear Ties are Required)

\*\*\* Ref. To Spacing Requirements ACI 11.5.4.3

**Anchor Bolt Pull-Out:**

$\phi P_c = \phi \lambda (2/3) f_c^{1/2} (2.8 A_{SLOPE} + 4 A_{FLAT})$

170.7

P<sub>u</sub> (kips)

230.2

Rebar Development Length (in)

28.44

Required Length of Development (in)

28.31

Condition	1 is OK, 0 Fails
Download	1
Uplift	1
Area of Steel	1
Shear	1
Anchor Bolt Pull-Out	1
Interaction Diagram Visual Check	1



**Bechtel Corporation  
Telecommunications & Industrials  
Kentucky/Tennessee Project Office  
1650 Lyndon Farms Ct.  
Louisville, KY 40223**

## **QUALIFICATION STATEMENT**

### **Bechtel Corporation**

Bechtel Corporation is known as one of the world's best project management companies with revenues of \$16 billion in 2003. Bechtel's expertise spans the following business lines:

- Telecommunications & Industrial
- Infrastructure (Civil, Rail, Water and Aviation)
- Power
- Petroleum, Chemicals and Pipelines
- Government
- Mining & Metals

Bechtel Corporation was voted Number One of the "Top 400 Contractors" by Engineering News-Record and Number One of the "Top 25 in Telecommunications" by ENR Sourcebook in 2003. Bechtel Telecommunications was presented the World Leader Award by IC&C in Geneva, Switzerland in 2003 and was voted the "World's Best Company" in the category of "Infrastructure" by Global Finance Magazine in 2002.

### **North America – Telecommunications**

During 2003, Bechtel deployed more than 18000 wireless telecommunications sites bringing its total number of sites deployed to more than 50000. Bechtel's North America Telecommunications business unit was successful in two recent competitive awards for new wireless cell site deployment. Cingular awarded 2000 new sites to Bechtel. In addition, AT&T Wireless awarded approximately 3000 new sites to Bechtel. This represents the majority of the deployment plans for 2004-2005 for each of those companies. Both awards were the result of proposals submitted by Bechtel in competition with other major site deployment companies.

## **Individual Qualifications – Kentucky/Tennessee Cingular Project**

### **John E. Pike - Market Manager**

Mr. Pike's telecommunications career began in September 1965 with Southern Bell. He held various technical positions and rose to manager of Outside Plant Engineering for twenty-two years. He retired from BellSouth in October 1991 with twenty-six years service. From 1991 to 1996 he performed design and construction work in fiber, copper and wireless communications projects for several companies, including BellSouth (consulting), Bell Atlantic and AT&T Corporation (Honduras and Puerto Rico). From 1998 to 2000, he managed a construction/engineering firm with 130 employees performing design work for BellSouth in North Florida and Atlanta, Georgia. In May 2000 he joined Bechtel and has worked on both fiber and wireless communications projects. Since June 2002 he has been the Market Manager of the Cingular Wireless markets in Jacksonville and Miami, FL and currently Louisville, KY.

### **Gregory W. Dismukes, P.E. - Project Engineer**

Mr. Dismukes has fifteen years of experience as a Bechtel Engineer and Engineering Supervisor in both the Petroleum & Chemicals and Telecommunications business units. He has worked on wireless telecommunications projects for the last three years in both domestic and international markets. His project clients have included AT&T Wireless, Cingular Wireless and Vodafone Limited (Great Britain). His responsibilities include management of engineering and environmental subcontractors in the development of cellular site design for both new sites and overlaying GSM technology onto existing sites.

### **Richard T. (Teddy) Taylor – Construction Supervisor**

Mr. Taylor is responsible for safety supervision and construction activities for all new Cingular wireless communication sites awarded to Bechtel in the State of Kentucky. Prior to joining Bechtel, Mr. Taylor had 16 years of construction experience with the Tennessee Valley Authority in the nuclear power field. After joining Bechtel in 1996, he supervised construction activities on projects in 8 major markets for the Fibernet, AT&T Wireless, and Cingular projects.



August 23, 2004

Re: Scope of Work – Construction for Cingular Project Mountain Parkway

To Whom It May Concern:

The tower and associate compound will be completed in accordance with all local and state codes. The scope will include the civil construction of the tower, the installation of antennas, and the installation of the cellular electronic base station.

Week 1, 2 and 3:

- Obtaining all necessary building permits
- Posting of all required OSHA signage and permits
- Mobilization to site
- Construction of erosion controls and construction controls as required
- Preparation and installation of construction entrance
- Site clearing and grading

Week 4:

- Installation of telephony interface and power meter-board
- Pour tower and cabinet foundations

Week 5:

- Tower stack
- Antenna installation
- Site equipment installation

Week 6:

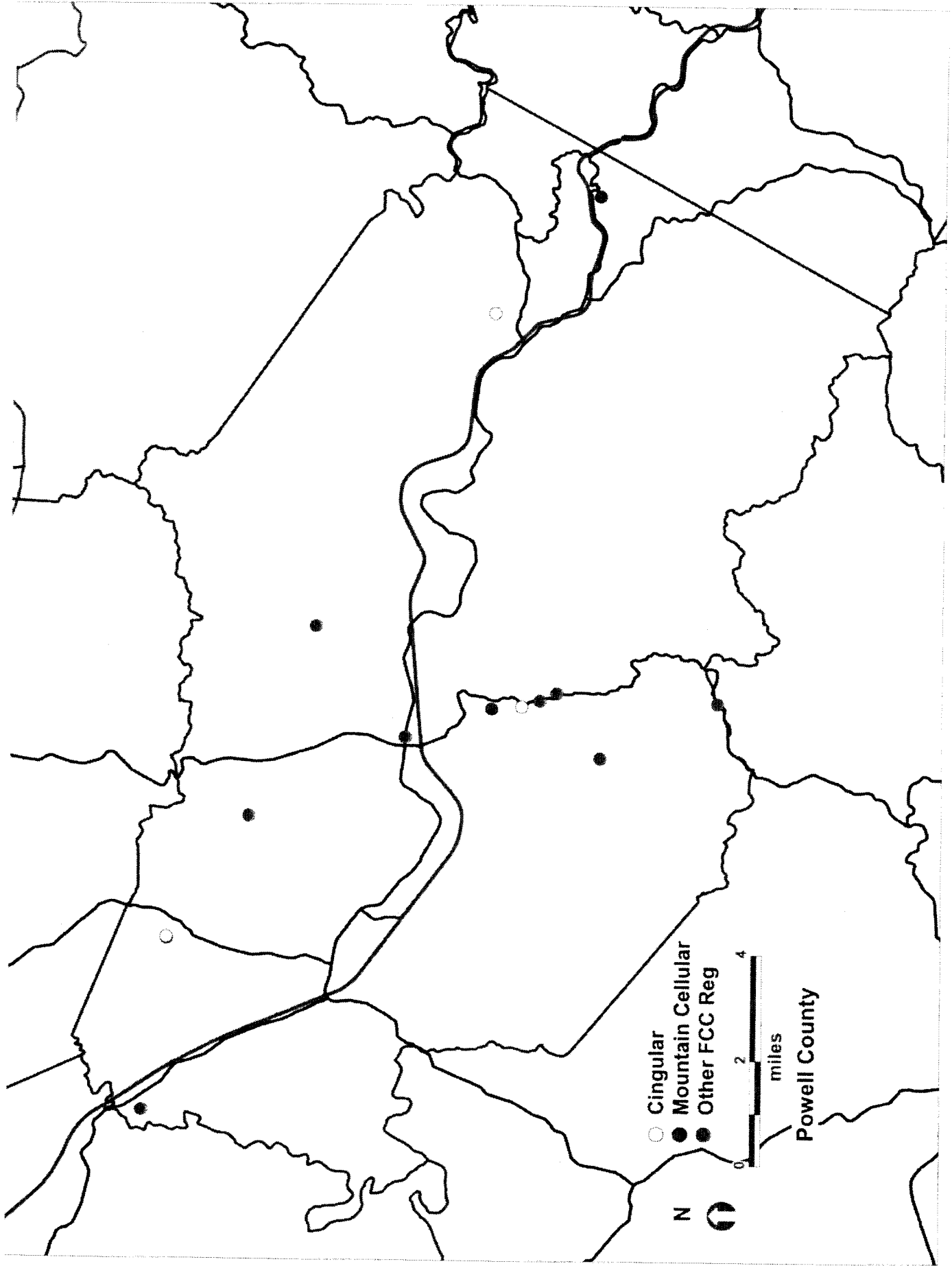
- Installation of permanent fencing
- Final driveway installation
- General site clean up
- Site testing

Week 7 and 8:

- Installation of all required landscaping
- Final site testing and pre-activation activities
- Site activation

Construction timeline estimates are variable depending on weather and scheduling of power and telephony services. Although not implicitly noted above, all activities on site include daily safety meetings, weekly safety meetings, and general site housekeeping. All efforts will be made to improve upon the general schedule outlined above.

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



License Search

**Search Results****Specified Search**

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

9 Matches (all results displayed)

 PA = Pending Application(s)

	<b>Call Sign</b>	<b>Licensee Name</b>	<b>FRN</b>	<b>Radio Service</b>	<b>Status</b>	<b>Expiration Date</b>
1	KNKN809	East Kentucky Network, LLC d/b/a Appalachian Wireless	0001786607	CL	Active	10/01/2011
2	KNKN841	BellSouth Personal Communications, LLC	0004205977	CL	Active	10/01/2011
3	KNLF251	AT&T Wireless PCS, LLC	0003291192	CW	Active	06/23/2005
	<input type="checkbox"/> PA					
4	KNLF252	WIRELESSCO, L.P.	0002316545	CW	Active	06/23/2005
5	KNLF672	NextWave Personal Communications Inc., Debtor- in-Possession	0002964922	CW	Canceled	01/03/2007
6	KNLH256	Cellco Partnership	0003290673	CW	Active	04/28/2007
7	KNLH398	POWERTEL KENTUCKY LICENSES, INC.	0001831189	CW	Active	04/28/2007
8	KNLH399	POWERTEL KENTUCKY LICENSES, INC.	0001831189	CW	Active	04/28/2007
9	WPOI255	Tritel A/B Holding Corp.	0005411699	CW	Active	06/23/2005
	<input type="checkbox"/> PA					



**EXHIBIT E  
CO-LOCATION REPORT**



P.O. Box 24377  
Knoxville, TN 37933-2377

August 3, 2004

Re: Mountain Parkway

To Whom It May Concern:

Site Management Services, LLC provides site acquisition services to wireless carriers and infrastructure providers in the Southeastern United States. We have been providing these services since 1996. The two principals of SMS have a combined commercial real estate experience of 60 years through the United States.

We were given the search area known as "Mountain Parkway" in Powell County, KY. Within this search are there are two existing towers: 1) Kentucky Early Warning System tower, and; 2) an abandoned Adelpia Communications tower. We first worked with the Governor's office of technology to attempt to collocate on the KEWS tower. Because the tower was fully occupied by both KEWS antennas and Powell County Public Safety antennas, collocation was deemed to be unfeasible. We then attempted to utilize the existing Adelpia tower. However, the tower was old and not maintained. The title to the real estate, together with access was clouded. Consequently, the only alternative was to propose a newly constructed tower.

There were no other alternatives within the search area suitable for collocation.

If there are any questions or clarifications needed, please contact me.

Sincerely,



**CHARLES H. BURTON**  
President and Chief Manager



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

August 18, 2004

To Whom It May Concern:

Dear Sir or Madam:

Two structures were evaluated within the search area to determine viability for the Mountain Parkway project. A KEWS tower located on Rotten Point was overloaded and not able to support our equipment. Also evaluated was an existing 80' tower owned by Adelpia Communications. This tower was to be re-built to our required centerline, but the ground lease and all access easements had lapsed, and no renewals were possible. There were no other existing structures located within or near the Mountain Parkway search area to examine in order to determine development potential for the Mountain Parkway project.


  
David R. Czarnecki  
RF Design Engineer

**EXHIBIT F  
APPLICATION TO FAA**

KTB-2261 FAA App

Please Type or Print on This Form

Form Approved OMB No. 2120-0001

 <b>Failure To Provide All Requested Information May Delay Processing of Your Notice</b> <b>Notice of Proposed Construction or Alteration</b>		<b>FOR FAA USE ONLY</b> Aeronautical Study Number
<b>1. Sponsor (person, company, etc. proposing this action):</b> Attn. of: <u>Jayne Cano</u> Name: <u>Cingular Wireless LLC</u> Address: <u>17330 Preston Road</u> <u>Suite 100A</u> City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75252</u> Telephone: <u>(972)733-7018</u> Fax: <u>(972)733-5924</u>		
<b>2. Sponsor's Representative (if other than #1):</b> Attn. of: <u>Lisa K. Glass</u> Name: <u>Cingular Wireless</u> Address: <u>5310 Maryland Way</u> City: <u>Brentwood</u> State: <u>TN</u> Zip: <u>37027</u> Telephone: <u>(615)221-3583</u> Fax: <u>(615)221-3626</u>		
<b>3. Notice of:</b> <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Alteration <input type="checkbox"/> Existing <b>4. Duration:</b> <input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Temporary (____ months, ____ days) <b>5. Work Schedule:</b> Beginning <u>6/30/2004</u> End <u>5/30/2005</u> <b>6. Type:</b> <input checked="" type="checkbox"/> Antenna Tower <input type="checkbox"/> Crane <input type="checkbox"/> Building <input type="checkbox"/> Power Line <input type="checkbox"/> Landfill <input type="checkbox"/> Water Tank <input type="checkbox"/> Other <b>7. Marking/Painting and/or Lighting Preferred:</b> <input type="checkbox"/> Red Lights and Paint <input checked="" type="checkbox"/> Dual - Red and Medium Intensity White <input type="checkbox"/> White - Medium Intensity <input type="checkbox"/> Dual - Red and High Intensity White <input type="checkbox"/> White - High Intensity <input type="checkbox"/> Other <b>8. FCC Antenna Structure Registration Number (if applicable):</b> _____		
<b>9. Latitude:</b> <u>37</u> ° <u>54</u> ' <u>33</u> " <u>32</u> " <b>10. Longitude:</b> <u>83</u> ° <u>55</u> ' <u>30</u> " <u>30</u> " <b>11. Datum:</b> <input checked="" type="checkbox"/> NAD 83 <input type="checkbox"/> NAD 27 <input type="checkbox"/> Other <b>12. Nearest City:</b> <u>Clay City</u> State: <u>KY</u> <b>13. Nearest Public-use (not private-use) or Military Airport or Heliport:</b> <u>Stanton Airport</u>		<b>14. Distance from #13. to Structure:</b> <u>5.10610</u> NM <b>15. Direction from #13. to Structure:</b> <u>135.81259</u> <b>16. Site Elevation (AMSL):</b> <u>1416.79</u> ft. <b>17. Total Structure Height (AGL):</b> <u>270</u> ft. <b>18. Overall Height (#16. + #17.) (AMSL):</b> <u>1686.79</u> ft. <b>19. Previous FAA Aeronautical Study Number (if applicable):</b> _____ - OE <b>20. Description of Location: (Attach a USGS 7.5 minute Quadrangle Map with the precise site marked and any certified survey.)</b> Site is located 4 miles NNW of Clay City, KY The Physical address is 2283 Black Creek Rd., Powell County, Clay City, KY 40312.
<b>21. Complete Description of Proposal:</b> See Attachment for Tower location Frequency/Power (kW)  New Structure will be a 250 ft tower with 20 ft top-mounted antennas, including lightning rod. Overall tip height will be 270 ft. AGL.  SITE NAME: Mountain Parkway		
Notice is required by 14 Code of Federal Regulations, part 77 pursuant to 49 U.S.C., Section 44718. Persons who knowingly and willingly violate the notice requirements of part 77 are subject to a civil penalty of \$1,000 per day until the notice is received, pursuant to 49 U.S.C., Section 46301 (a). I hereby certify that all of the above statements made by me are true, complete, and correct to the best of my knowledge. In addition, I agree to mark and/or light the structure in accordance with established marking & lighting standards as necessary.		
Date	Typed or Printed Name and Title of Person Filing Notice	Signature



Acceptable Frequency Bands

<u>Frequency Band (MHz)</u>	<u>Max Power (Watts)</u>	<u>Type of Radio Service</u>
806-824	500	Land Mobile
824-849	500	Cellular
851-866	500	Land Mobile
869-894	500	Cellular
896-901	500	Land Mobile
901-902	7	Narrowband PCS
930-931	3500	Narrowband PCS
931-932	3500	Paging
932-932.5	50.1 (17 DbW)	Multiple Access
935-940	1000	Land Mobile
940-941	3500	Narrowband PCS
1850-1910	1640	Broadband PCS
1930-1990	1640	Broadband PCS
2305-2310	2000	Wireless Comm. Sys
2345-2360	2000	Wireless Comm. Sys

Proposed Frequencies.

**EXHIBIT G**  
**APPLICATION TO KENTUCKY AIRPORT ZONING COMMISSION**

KTB-Mountain Parkway FAA App

INSTRUCTIONS INCLUDED

TC 56-50E (Rev. 06)

Kentucky Transportation Cabinet, Kentucky Airport Zoning Commission, 125 Holmes Street, Frankfort, KY 40622	Kentucky Aeronautical Study Number
<b>APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE</b>	

1. APPLICANT - Name, Address, Telephone, Fax, etc.  
 Jayne Cano  
 Cingular Wireless LLC  
 17330 Preston Road, Ste 100A  
 Dallas TX 75252  
 Tel (972) 733-7018 Fax (972) 733-5924

9. Latitude: 37 ° 54 ' 33 " 32 "  
 10. Longitude: 83 ° 55 ' 30 " 30 "  
 11. Datum:  NAD83  NAD27  Other \_\_\_\_\_  
 12. Nearest Kentucky City: Clay City County: KY

2. Representative of Applicant - Name, Address, Telephone, Fax  
 Lisa K. Glass  
 Cingular Wireless  
 5310 Maryland Way  
 Brentwood TN 37027  
 Tel (615) 221-3583 Fax (615) 221-3626

13. Nearest Kentucky public use or Military airport:  
Stanton Airport  
 14. Distance from #13 to Structure: 5.10610 NM  
 15. Direction from #13 to Structure: 135.81259

3. Application for:  New Construction  Alteration  Existing  
 4. Duration:  Permanent  Temporary (Months \_\_\_\_\_ Days \_\_\_\_\_)  
 5. Work Schedule: Start July 30, 2004 End June 30, 2005  
 6. Type:  Antenna Tower  Crane  Building  Power Line  
 Landfill  Water Tank  Other \_\_\_\_\_

16. Site Elevation (AMSL): 1,416.79 Feet  
 17. Total Structure Height (AGL): 270.00 Feet  
 18. Overall Height (#16 + #17) (AMSL): 1,686.79 Feet  
 19. Previous FAA and/or Kentucky Aeronautical Study Number(s): \_\_\_\_\_

7. Marking/Painting and/or Lighting Preferred:  
 Red Lights and Paint  Dual - Red & Medium Intensity White  
 White - Medium Intensity  Dual - Red & High Intensity White  
 White - High Intensity  Other \_\_\_\_\_  
 8. FAA Aeronautical Study Number: \_\_\_\_\_

20. Description of Location: (Attach USGS 7.5 minute Quadrangle Map or an Airport layout Drawing with the precise site marked and any certified survey)  
 Site is located 4 miles NNW of Clay City, KY  
 The physical address is 2283 Black Creek Rd., Clay City, KY 40312.

21. Description of Proposal:  
 See attachment for Tower location Frequency/Power (kW)  
 New structure will be a 250 ft tower with 20 ft top mounted antennas, including lightning rod. Overall tip height will be 270 ft AGL.  
 Site Name: Mountain Parkway

22. Has a "NOTICE OF CONSTRUCTION OR ALTERATION" (FAA Form 7460-1) been filed with the Federal Aviation Administration?  
 No  Yes, When June 22, 2004

CERTIFICATION: I hereby certify that all the above statements made by me are true, complete and correct to the best of my knowledge and belief.  
John Dasch, Bechtel Construction Manager  
 Printed Name and Title June 25, 2004  
 Signature Date

PENALTIES: Persons failing to comply with Kentucky Revised Statutes (KRS 183.861 through 183.890) and Kentucky Administrative Regulations (602 KAR 050-Series) are liable for fines and/or imprisonment as set forth in KRS 183.990(3). Non-compliance with Federal Aviation Administration Regulations may result in further penalties.

Commission Action:  Chairman, KAZC  Administrator, KAZC  
 Approved  Disapproved \_\_\_\_\_ Date \_\_\_\_\_





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

Notice of Proposed Construction or Alteration

FOR FAA USE ONLY  
Aeronautical Study Number

1. Sponsor (person, company, etc. proposing this action):  
Attn. of: Jayne Cano  
Name: Cingular Wireless LLC  
Address: 17330 Preston Road  
Suite 100A  
City: Dallas State: TX Zip: 75252  
Telephone: (972)733-7018 Fax: (972)733-5924

9. Latitude: 37 ° 54 ' 33 . 32 "  
10. Longitude: 83 ° 55 ' 30 . 30 "  
11. Datum:  NAD 83  NAD 27  Other  
12. Nearest City: Clay City State: KY

2. Sponsor's Representative (if other than #1):  
Attn. of: Lisa K. Glass  
Name: Cingular Wireless  
Address: 5310 Maryland Way  
City: Brentwood State: TN Zip: 37027  
Telephone: (615)221-3583 Fax: (615)221-3626

13. Nearest *Public-use* (not private-use) or Military Airport or Heliport:  
Stanton Airport  
14. Distance from #13. to Structure: 5.10610 NM  
15. Direction from #13. to Structure: 135.81259  
16. Site Elevation (AMSL): 1416.79 ft.  
17. Total Structure Height (AGL): 270 ft.  
18. Overall Height (#16. + #17.) (AMSL): 1686.79 ft.

3. Notice of:  New Construction  Alteration  Existing  
4. Duration:  Permanent  Temporary ( \_\_\_ months, \_\_\_ days)  
5. Work Schedule: Beginning 6/30/2004 End 5/30/2005  
6. Type:  Antenna Tower  Crane  Building  Power Line  
 Landfill  Water Tank  Other

19. Previous FAA Aeronautical Study Number (if applicable):  
\_\_\_\_\_- OE  
20. Description of Location: (Attach a USGS 7.5 minute  
Quadrangle Map with the precise site marked and any certified survey.)  
Site is located 4 miles NNW of Clay City, KY  
The Physical address is 2283 Black Creek Rd., Powell County, Clay City,  
KY 40312.

7. Marking/Painting and/or Lighting Preferred:  
 Red Lights and Paint  Dual - Red and Medium Intensity White  
 White - Medium Intensity  Dual - Red and High Intensity White  
 White - High Intensity  Other \_\_\_\_\_  
8. FCC Antenna Structure Registration Number (if applicable): \_\_\_\_\_

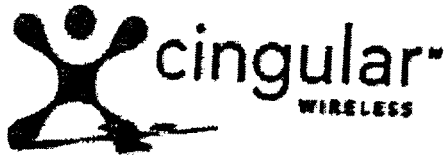
21. Complete Description of Proposal:  
See Attachment for Tower location Frequency/Power (kW)  
  
New Structure will be a 250 ft tower with 20 ft top-mounted antennas, including lightning rod. Overall tip height will be 270 ft. AGL.  
  
SITE NAME: Mountain Parkway

Frequency	Power (kW)

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

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

Date \_\_\_\_\_ Typed or Printed Name and Title of Person Filing Notice \_\_\_\_\_ Signature \_\_\_\_\_



Acceptable Frequency Bands

<u>Frequency Band (MHz)</u>	<u>Max Power (Watts)</u>	<u>Type of Radio Service</u>
806-824	500	Land Mobile
824-849	500	Cellular
851-866	500	Land Mobile
869-894	500	Cellular
896-901	500	Land Mobile
901-902	7	Narrowband PCS
930-931	3500	Narrowband PCS
931-932	3500	Paging
932-932.5	50.1 (17 DbW)	Multiple Access
935-940	1000	Land Mobile
940-941	3500	Narrowband PCS
1850-1910	1640	Broadband PCS
1930-1990	1640	Broadband PCS
2305-2310	2000	Wireless Comm. Sys
2345-2360	2000	Wireless Comm. Sys

Proposed Frequencies.

**EXHIBIT H  
GEOTECHNICAL REPORT**

**GEOTECHNICAL ENGINEERING REPORT**

**PROPOSED MOUNTAIN PARKWAY COMMUNICATION TOWER  
2283 BLACK CREEK ROAD  
CLAY CITY, KENTUCKY**

**TERRACON PROJECT NO. 57047400G  
July 16, 2004**

*Prepared For:*

**MEDLEY'S PROJECT MANAGEMENT  
Louisville, Kentucky**

*Prepared by:*

**Terracon**  
Louisville, Kentucky

**Terracon**

July 16, 2004

**Terracon**  
Consulting Engineers & Scientists

Medley's Project Management  
376 Pounds Lane  
Simpsonville, Kentucky 40067

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

Attention: Mr. Roy Johnson

**Re: Geotechnical Engineering Report  
Proposed Mountain Parkway Communication Tower  
2283 Black Creek Road  
Clay City, Kentucky  
Terracon Project No. 57047400G**

Dear Mr. Johnson:

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.

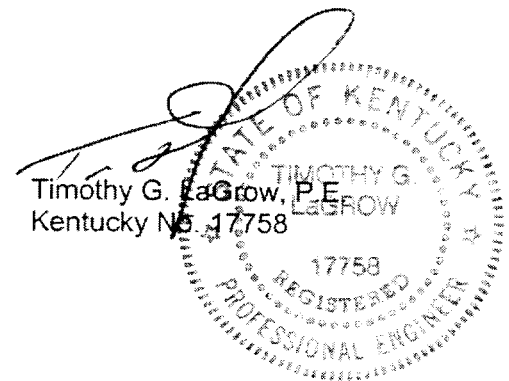
Sincerely,  
**Terracon**



Erich J. Hoehler  
Project Engineer

n:\projects2004\Towers\57047400\g57047400G.doc

Attachments: Geotechnical Engineering Report



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Unified Soil Classification System	

## GEOTECHNICAL ENGINEERING REPORT

PROPOSED MOUNTAIN PARKWAY COMMUNICATION TOWER  
2283 BLACK CREEK ROAD  
CLAY CITY, KENTUCKY  
TERRACON PROJECT NO. 57047400G  
July 16, 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 (1) boring extending to a depth of approximately 27 ½ feet below the existing ground surface was drilled at the site. The boring log and a boring location plan are included in the Appendix of this report.

### 2.0 PROJECT DESCRIPTION

We understand the proposed project will consist of the construction of a 190-foot monopole tower. Exact tower loads are not available, but based on our past experience are anticipated to be as follows:

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

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.

### 3.0 EXPLORATION PROCEDURES

#### 3.1 Field Exploration

The subsurface exploration consisted of drilling and sampling one (1) boring at the site to a depth of about 27 ½ feet below existing grade. The project surveyor staked the boring location. Ground surface elevations for the site 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 to refusal. 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 17 ½ 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 subcontract driller. This log included visual classifications of the materials encountered during drilling as well as the driller's interpretation of the subsurface conditions between samples. The final boring log included with this report represents an interpretation of the driller's field log and a visual classification of the soil samples made by the Geotechnical Engineer 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 logs 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 logs. A brief description of this classification system is attached to this report.

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

Classification and descriptions of rock core samples are in general accordance with the enclosed General Notes, and are based on visual and tactile observations. Petrographic analysis of thin sections may indicate other rock types. Percent recovery and rock quality designation (RQD) were calculated for these samples and are noted at their depths of occurrence on the boring log.

#### **4.0 EXPLORATORY FINDINGS**

##### **4.1 Subsurface Conditions**

Conditions encountered at the boring location are indicated on the individual boring log. Stratification boundaries on the boring log represent the approximate location of changes in soil types, 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.

The site is covered with grass and minimal topsoil underlain by severely weathered shale to a depth of 17 ½ feet. The severely weathered shale is generally soft to moderately hard with SPT N-Values ranging from 16 to over 60 blows per foot.

Below a depth of about 17 ½ feet, rock coring techniques were employed to sample the refusal materials. The bedrock was found to consist of brown, fine-to-medium-grained, hard sandstone. The bedrock at the site appears to be relatively continuous as evidenced by a core recovery of 83 percent. The quality of the rock is rated as poor with an RQD value of 43 percent.

## **4.2 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**

Based on the encountered subsurface conditions, a drilled pier or buried footing foundation is suitable for support of the proposed tower. The lightly loaded equipment building can be supported on shallow spread footings. Drilled pier, as well as shallow foundation, recommendations are presented in the following paragraphs.

### 5.1 Drilled Pier Foundation

The proposed tower can be supported on a drilled pier foundation. Based on the results of our boring, we have developed the following tower foundation design parameters:

**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, & <sub>50</sub> (in/in)
0 - 3	Topsoil and weathered shale	Ignore	Ignore	Ignore	-	-	Ignore	Ignore
3 - 17 ½	Weathered Shale	500	3,000	2,250	0	2,250	180	0.005
17 ½ - 27 ½	Sandstone	2,500 ***	20,000	5,000 ***	0	50,000 ***	3,000	0.00001

\* Pier inspection is recommended to adjust pier length if variable soil/rock conditions are encountered.

\*\* A total unit weight of 120 and 140 pcf can be estimated for the severely weathered shale and bedrock, respectively.

\*\*\* The pier should be embedded a minimum of 3 feet into competent bedrock to mobilize these higher rock strength parameters. Furthermore, it is assumed the rock socket will be extended using coring techniques rather than blasting/shooting.

The above indicated cohesion, friction angle, lateral subgrade modulus and strain values have no factors of safety, and the allowable skin friction and the passive resistances have a factor of safety of about 2. The cohesion, internal friction angle, lateral subgrade modulus and strain values given in the above table are based on our boring, published values and our past experience with similar soil/rock types. These values should, therefore, be considered approximate. To mobilize the higher rock strength parameters, the pier should be socketed at least 3 feet into 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. If the drilled pier is designed using the above parameters and bears on or within the intact sandstone bedrock, settlements are not anticipated to exceed 1/4 inch.

The upper 3 feet of topsoil and weathered shale 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 17 ½ feet, but could vary 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. Temporary casing may be required during the pier excavation in order to control possible groundwater seepage and support the sides of the excavation in weak soil zones. Care should be taken so that the sides and bottom of the excavations are not disturbed during construction. The bottom of the shaft should be free of loose soil or debris prior to reinforcing steel and concrete placement.

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

Although the boring was able to penetrate the highly weathered shale, there is a possibility that larger diameter drilled pier equipment will refuse on this material at higher elevations than shown in our boring. The contractor should recognize the hardness of the material and be prepared to use rock teeth or other means to extend through these layers.

## 5.2 Buried Foundation Alternative

A buried foundation can be used to support the proposed tower. A shallow footing bearing on native weathered shale or on properly compacted fill extending to suitable weathered shale could be designed for a maximum net allowable bearing pressure of 4,000 psf. In using net allowable pressures for footing dimensioning, the weight of the footing and backfill over the footing need not be considered.

To resist lateral loads, an ultimate friction factor of 0.35 can be taken between the foundation and underlying soil. Lateral resistance due to friction at the base of the footing should be ignored where uplift also occurs. Additional lateral resistance can be determined using a coefficient of passive earth pressure (K) equal to 3.0 and a unit weight of soil of about 120 pcf. This would result in an equivalent fluid pressure of about 360 pounds per cubic foot (pcf). These values assume that footing and pedestal concrete is poured directly against the existing weathered shale and is not formed. If the pedestal is formed, backfill around this structure should be compacted to a minimum of 98 percent of standard Proctor maximum dry density. We recommend a factor of safety of at least 2 be applied to obtain an allowable passive resistance.

Uplift forces can be resisted by the dead weight of the footing and the effective weight of any soil above the footing. A unit weight of soil not exceeding 110 pcf is appropriate for the on-site soils backfilled above the foundation, assuming that it is compacted to at least 95

percent of standard Proctor maximum dry density (ASTM D-698). The ground surface should be sloped away from the foundation to avoid ponding of water and saturation of the backfill materials.

### **5.3 Equipment Building Foundations**

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

The foundation excavations should be observed by a qualified geotechnical engineer or his representative 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, it is our opinion that total settlement will be about 1 inch or less with differential settlements being less than 75 percent of total settlement. Footings should be placed at a depth of 1.5 feet, or greater, below finished exterior grade for protection against frost damage.

### **5.4 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 Department of Transportation 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.

### **5.5 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 buried footing 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 cohesive soil. Low-plasticity cohesive soil should have a liquid limit of less than 45 percent and a plasticity index of less than 25 percent. The weathered shale can be used as fill 10 feet outside the limits of the tower buried footing. It is recommended that during construction the proposed fill materials 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). The geotechnical engineer should be retained to monitor fill placement on the project and to perform field density tests as each lift of fill is placed in order to evaluate compliance with the design requirements. Standard Proctor and Atterberg limits tests should be performed on the representative samples of fill materials before their use on the site.

## **5.6 Resistivity Analysis**

Resistivity of the subsurface soils was measured at the site using a Nilsson 4500 digital ground resistivity meter. The Wenner Vertical Profiling Method was used. With this array, potential electrodes are centered on a traverse line between the current electrodes and an equal "A" spacing between electrodes is maintained. Resistivity measurements were taken along 2 traverses located along the perimeter of the staked tower compound. Individual resistivity values at 5, 10, 15, 20, 30 and 40 foot spacings are presented on the soil resistivity test sheet in the Appendix.

## **6.0 GENERAL COMMENTS**

Terracon should be retained to review the final design plans and specifications so comments can be made regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. Terracon also should be retained to provide testing and observation during excavation, grading, foundation and construction phases of the project.

The analysis and recommendations presented in this report are based upon the data obtained from the boring performed at the indicated location and from other information discussed in this report. This report does not reflect variations that may occur across the site or due to the modifying effects of weather. The nature and extent of such variations

Mountain Parkway Communication Tower  
Clay City, Kentucky  
Terracon Project No.: 57047400G  
July 16, 2004

**Terracon**

may not become evident until during or after construction. If variations appear, we should be immediately notified so that further evaluation and supplemental recommendations can be provided.

The scope of services for this project does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

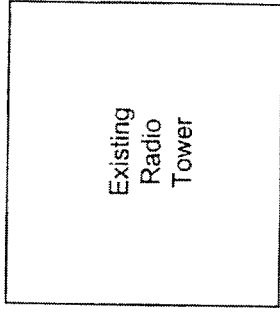
This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, either express or implied, are intended or made. Site safety, excavation support, and dewatering requirements are the responsibility of others. In the event that changes in the nature, design, or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless Terracon reviews the changes and either verifies or modifies the conclusions of this report in writing.

## Appendix A



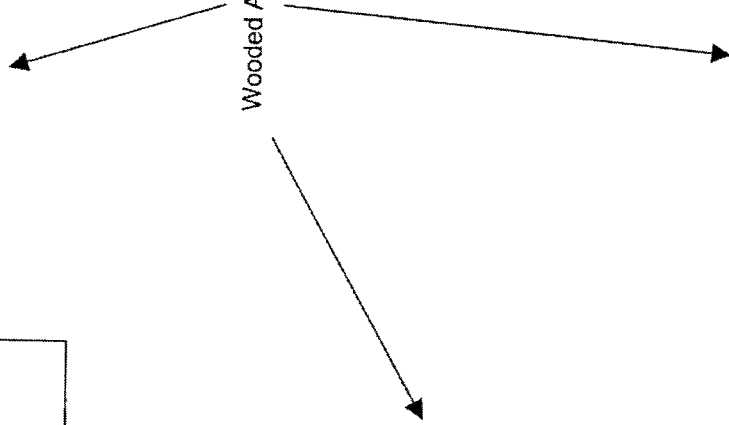


NORTH

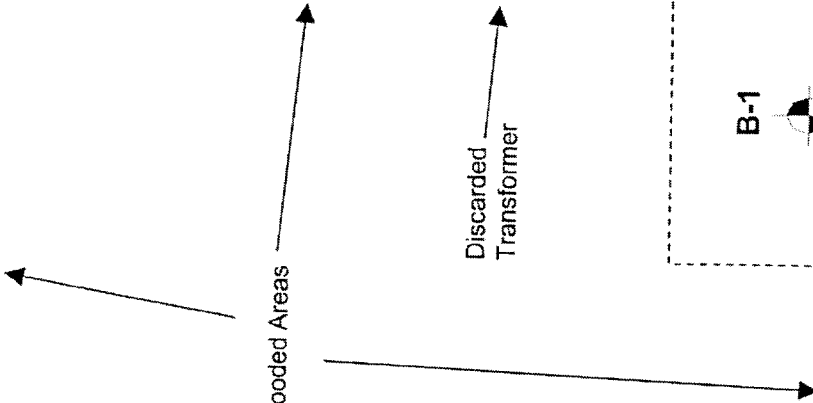


Gravel Service Road

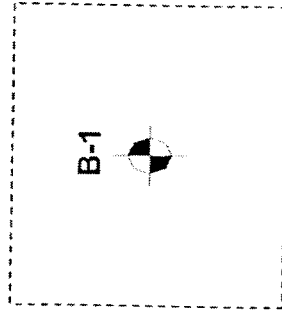
Wooded Areas



Wooded Areas



Discarded Transformer



Medley's Project Management  
Mountain Parkway Site  
Clay City, Kentucky  
PROJECT NO. 57047400G

# Terracon

BORING LOCATION PLAN

SCALE: NTS

# LOG OF BORING NO. B-1

CLIENT  
**Medley's Project Management**

SITE  
**Clay City, Kentucky**

PROJECT  
**Mountain Parkway Communication Tower**

GRAPHIC LOG	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS			
			NUMBER	TYPE	RECOVERY, in.	SPT - N * BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf	
			DESCRIPTION							
0.2										
<p><b>Topsoil</b> <b>Severely Weathered Shale</b>, Brown and gray, Soft to Moderately hard</p>										
	5		1	SS	18	16	16			
			2	SS	18	38	14			
			3	SS	18	64	15			
	10		4	SS	14	55	12			
			5	SS	16	65	14			
	15									
17.5			6	DB	84%	RQD 44%				
<p><b>Auger Refusal at 17.5 feet, Began coring</b> <b>Sandstone</b>, Brown, Fine-to-medium grained, Hard</p>										
	20									
	25									
27.5										
<p><b>Boring Terminated at 27.5 feet</b></p>										

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				



BORING STARTED		7-9-04	
BORING COMPLETED		7-9-04	
RIG	CME-550	FOREMAN	GT
APPROVED	EJH	JOB #	57047400G

BOREHOLE 88 LOGS.GPJ TERRACON.GDT 7/22/04



Project: Mountain Parkway  
Project No.: 57047400  
Performed By: SM  
Checked By: EJJ

## Soil Resistivity

ASTM G57 Test Method for Field Measurement of Soil Resistivity Using Wenner Four - Electrode Method

### At-Grade Measurements (equal rod spacing)

Location	Depth of Interest (feet)	Electrode Spacing from Center (feet)		Resistance (ohms)	Resistivity (ohm-cm)
		Inner	Outer		
A-A'	5	2.5	7.5	2.7	2614
	10	5	15	3.5	6703
	15	7.5	22.5	7.2	20538
	20	10	30	4.3	16278
	30	15	45	6.1	35045
	40	20	60	7.3	56148
B-B'	5	2.5	7.5	2.1	2020
	10	5	15	4.4	8464
	15	7.5	22.5	3.5	10054
	20	10	30	4.0	15320
	30	15	45	5.6	32344
	40	20	60	8.5	64727

Resistivity (ohm-cm) =  $2 \cdot \pi \cdot a \cdot R \cdot 30.48$

R = resistivity

a = electrode spacing

Equipment Usage: Amec Model 4500 Digital Ground Resistance Tester

Additional Notes: \_\_\_\_\_  
\_\_\_\_\_

## 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

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

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

#### RELATIVE PROPORTIONS OF SAND AND GRAVEL

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

#### GRAIN SIZE TERMINOLOGY

<u>Major Component of Sample</u>	<u>Particle Size</u>
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

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

#### PLASTICITY DESCRIPTION

<u>Term</u>	<u>Plasticity Index</u>
Non-plastic	0
Low	1-10
Medium	11-30
High	30+

# Terracon

## 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<sup>a</sup>

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) <sup>b</sup>		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<sup>a</sup>

				Soil Classification	
				Group Symbol	Group Name <sup>b</sup>
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 <sup>c</sup>	$Cu \geq 4$ and $1 \leq Cc \leq 3^e$	GW	Well-graded gravel <sup>f</sup>
		Gravels with Fines More than 12% fines <sup>c</sup>	Fines classify as ML or MH	GP	Poorly graded gravel <sup>f</sup>
			Fines classify as CL or CH	GM	Silty gravel <sup>f, g, h</sup>
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines <sup>c</sup>	$Cu \geq 6$ and $1 \leq Cc \leq 3^e$	GC	Clayey gravel <sup>f, g, h</sup>
		Sands with Fines More than 12% fines <sup>c</sup>	Fines classify as ML or MH	SW	Well-graded sand <sup>f</sup>
			Fines Classify as CL or CH	SP	Poorly graded sand <sup>f</sup>
Fine-Grained Soils 50% or more passes the No. 200 sieve	Silt and Clays Liquid limit less than 50	inorganic	$PI > 7$ and plots on or above "A" line <sup>j</sup>	GM	Silty gravel <sup>f, g, h</sup>
			$PI < 4$ or plots below "A" line <sup>j</sup>	GC	Clayey gravel <sup>f, g, h</sup>
		organic	Liquid limit - oven dried < 0.75	OL	Organic clay <sup>k, l, m, n</sup>
			Liquid limit - not dried	OH	Organic silt <sup>k, l, m, o</sup>
				CH	Fat clay <sup>k, l, m</sup>
	Silt and Clays Liquid limit 50 or more	inorganic	$PI$ plots on or above "A" line	MH	Elastic Silt <sup>k, l, m</sup>
			$PI$ plots below "A" line	ML	Silt <sup>k, l, m</sup>
		organic	Liquid limit - oven dried < 0.75	OH	Organic clay <sup>k, l, m, p</sup>
			Liquid limit - not dried	OL	Organic silt <sup>k, l, m, q</sup>
				PT	Peat
Highly organic soils	Primarily organic matter, dark in color, and organic odor		PT	Peat	

<sup>a</sup>Based on the material passing the 3-in. (75-mm) sieve

<sup>b</sup>If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

<sup>c</sup>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.

<sup>d</sup>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

$$^e Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

<sup>f</sup>If soil contains  $\geq 15\%$  sand, add "with sand" to group name.

<sup>g</sup>If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

<sup>h</sup>If fines are organic, add "with organic fines" to group name.

<sup>i</sup>If soil contains  $\geq 15\%$  gravel, add "with gravel" to group name.

<sup>j</sup>If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

<sup>k</sup>If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

<sup>l</sup>If soil contains  $\geq 30\%$  plus No. 200 predominantly sand, add "sandy" to group name.

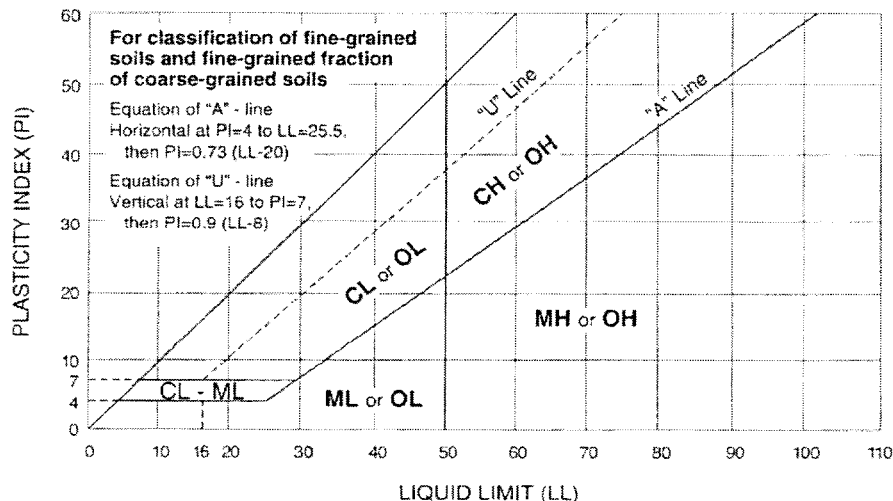
<sup>m</sup>If soil contains  $\geq 30\%$  plus No. 200, predominantly gravel, add "gravelly" to group name.

<sup>n</sup> $PI \geq 4$  and plots on or above "A" line.

<sup>o</sup> $PI < 4$  or plots below "A" line.

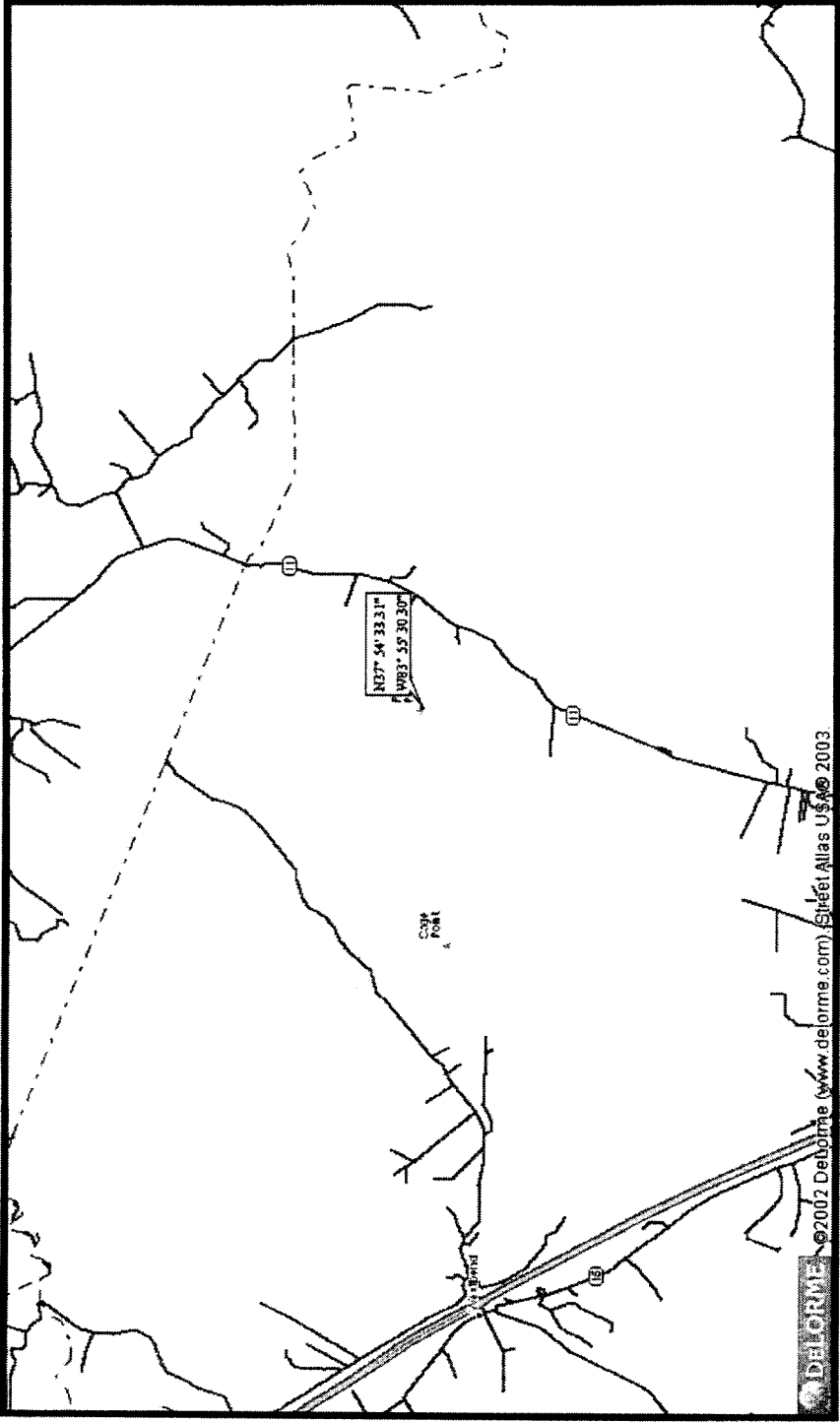
<sup>p</sup> $PI$  plots on or above "A" line.

<sup>q</sup> $PI$  plots below "A" line.



**EXHIBIT I**  
**DIRECTIONS TO WCF SITE**

# Directions to Mountain Parkway Tower Site



- From the county seat in Stanton, Take Hwy 213 to Mountain Parkway West. Follow Mountain Parkway to exit 16 (Clay City). Turn left off exit onto SR 15. Follow SR 15 towards town. Turn left onto SR 11 (Black Creek Road). Follow Black Creek Road approximately 2.3 miles to 2283 Black Creek Road on your left. The site access is between the houses. Follow the asphalt access road up the hill to the existing guyed tower. The new site is located approximately 200 yards on the right of the road across from an existing guy anchor.
- 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**

**OPTION AND GROUND LEASE AGREEMENT**

THIS OPTION AND LEASE AGREEMENT, made this 16 day of ~~MAY~~ <sup>June</sup> 2004, by and between Loraine Anderson and John Anderson (the "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 **BLACK CREEK ROAD (MAP 13; PARCEL 13.01)** in **POWELL COUNTY** County, Commonwealth of **KENTUCKY** (the "Parent Tract"), and TENANT desires to obtain an option to lease a portion of such real property, containing approximately 10,000 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 sum of [REDACTED] (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 **MARCH 31, 2005**, with an additional payment by TENANT to LANDLORD of [REDACTED].

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:

**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 adjoining Powell County land then to the nearest public right of way by way of access easements over property owned by Powell County and Wayne Webb, must be obtained by TENANT at TENANT'S sole cost, risk and expense, which is known as **BLACK CREEK ROAD OR HIGHWAY 11**, 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 [REDACTED], 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:

<b><u>Extended Term</u></b>	<b><u>Annual Rental</u></b>
1st	\$ [REDACTED]
2nd	\$ [REDACTED]
3rd	\$ [REDACTED]
4th	\$ [REDACTED]

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.** *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

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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:                   John or Loraine Anderson  
7610 Levee Road  
Jeffersonville, KY 40337

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 \_\_\_\_\_ NONE \_\_\_\_\_ and \_\_\_\_\_ NONE \_\_\_\_\_, respectively, 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

Site Name: Mountain Parkway  
Site No:452G0036

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:

Loraine Anderson  
LORAIN ANDERSON

John Anderson  
JOHN ANDERSON

Date: 5-11-04

STATE OF KENTUCKY

COUNTY OF MONTGOMERY

Before me, KEEN W. JOHNSON, notary public of the State and County aforesaid, personally appeared LORAIN ANDERSON & JOHN ANDERSON, 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 OWNERS (title) (or other officer authorized to execute the instrument) for \_\_\_\_\_, the within named bargainer, a \_\_\_\_\_, and that he (she) as such representative, executed the foregoing instrument for the purpose therein contained, and signed the name of LORAIN & JOHN ANDERSON by himself (herself) as OWNERS (title).

Witness my hand and seal, at office in MT. STERLING, Ky., this 11th day of May, 2004.

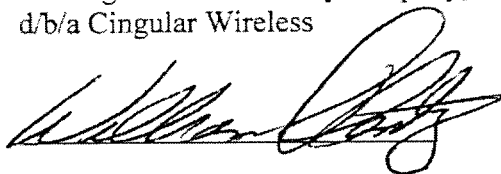
Keen W. Johnson  
Notary Public State - at - Large

My Commission Expires: 12-8-07

Site Name: Mountain Parkway  
Site No:452G0036

TENANT: BELLSOUTH MOBILITY LLC,

a Georgia limited liability company,  
d/b/a Cingular Wireless



William Plantz

Title: Executive Director

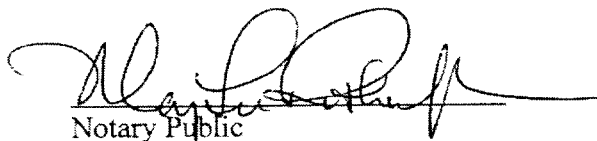
Date: 6/16/04

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, Marylee Rothermel, 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 Bartonsville, TN, this 16 day of June, 2004.



Notary Public

My Commission Expires: 4-9-06



**EXHIBIT "A"**

**Parent Tract Description**

Three (3) certain tracts or parcels of land lying and being in Powell County, Kentucky, and on the headwaters of Black Creek more particularly bounded and described as follows:

TRACT NO. 1. Beginning at a white oak on Black Creek, a corner to Old Ross land, known as Ross corner; thence with the Ross line to the Stone Quarry; thence with stone quarry line to top of the bench; thence 20 poles north east to a black locust in center of ridge near old stone quarry thence with Harrison West's line to the creek to a white oak and horn beam; thence a straight line to the beginning, and containing 30 acres, more or less, but there is excluded from this conveyance that small tract conveyed by first party to Mary Deaton, containing 1 acre, and which he conveyed to Alfred Deaton and also the Right of Way of Highway No. 11 previously conveyed.

TRACT NO. 2 Beginning at center of culvert on Highway No. 11 at marked X on culvert, on West side of said highway, being first culvert South of Scobee Finch Barn; thence West and North with main Hollow to forks of same; thence continuing with the left hand hollow (the main hollow) to center of ridge; thence South and with the center of ridge to broken top locust near mill stone quarry hole; thence East in a straight line to twin white oaks; thence East with Arch Toler line to corner

of Clarence Toler; thence North with Clarence Toler line to corner; thence East with Clarence Toler line to Highway No. 11; thence with Highway North to the point of beginning, containing (30) acres more or less.

TRACT NO. 3. Beginning at a hickory standing on bank of margin of State Highway No. 11; thence Westwardly and with a wire fence to twin white Oaks at back of barn; thence Northward to a white oak thence Eastward with fence and Arch Toler line to mouth of a culvert at Highway 11; thence Southward with Highway to beginning, and containing one (1) acre, more or less.

There is excluded from this Deed a small parcel of land consisting of one (1) acre, more or less, heretofore conveyed by Arch Toler to Jewell Anderson.

Being the same property conveyed to Loraine Anderson, married from Martha Snowden Toler, widow, by deed dated 1st day of September, 1987, and of record in DB 100 page 535, Offices of the Powell County Court Clerk.

Site Name: Mountain Parkway  
Site No: 452G0036

**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:

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

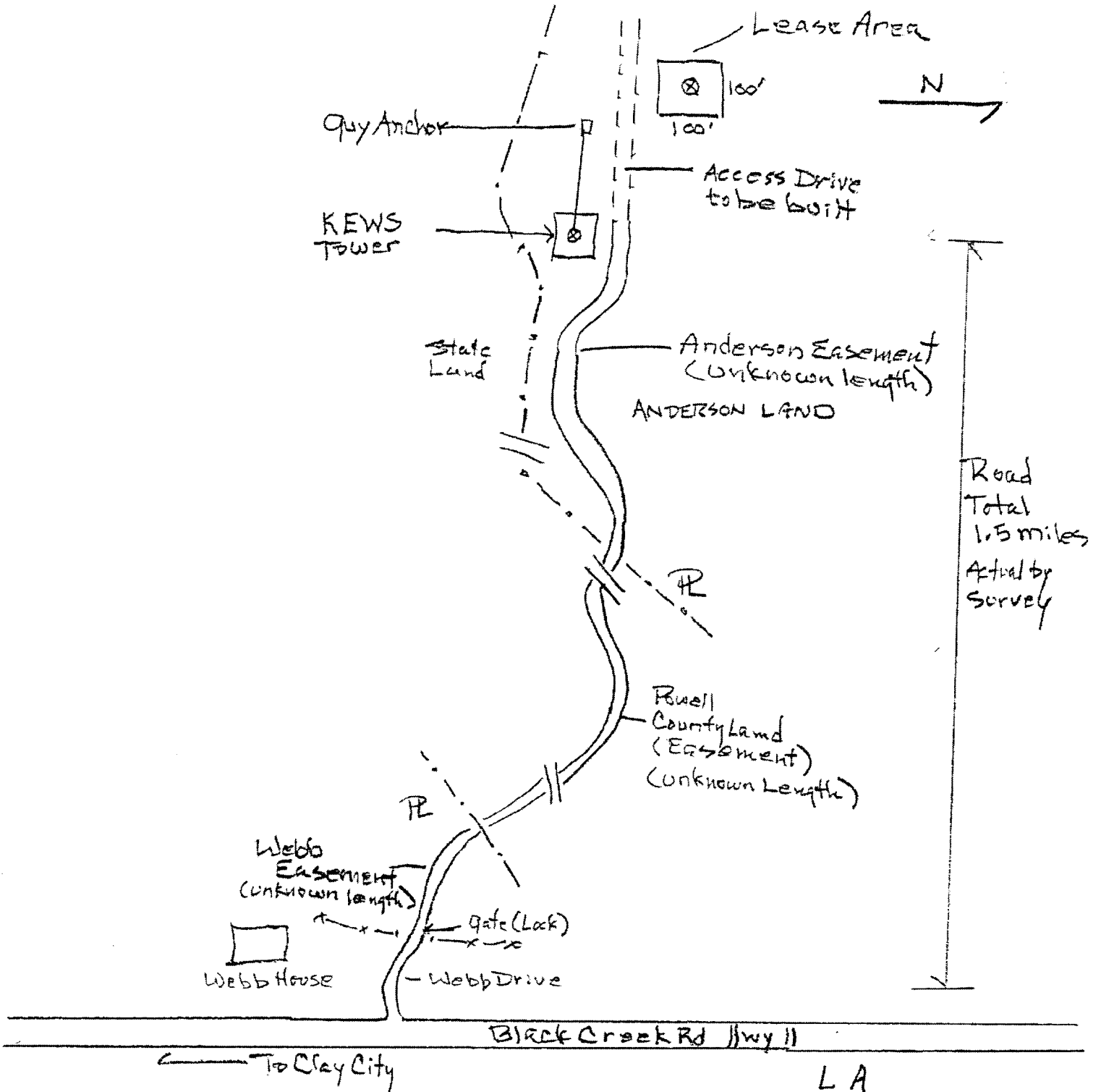
And depicted on the Site Sketch attached hereto.

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.

Site Name: Mountain Parkway  
Site No:452G0036

Site Sketch



LA  
JA  
WAF

**EXHIBIT K  
NOTIFICATION LISTING**

## MOUNTAIN PARKWAY LANDOWNER NOTICE LISTING

Lorraine & John Anderson  
7610 Levee Rd.  
Jeffersonville, KY 40337

Faye Toler  
3345 Black Creek Road  
Clay City, KY 40312

Jewell Anderson  
162 Woodford Drive  
Winchester, KY 40391

Shirley Pettit  
P.O. Box 272  
Clay City, KY 40312

Linville Bellamy  
3225 Black Creek Road  
Clay City, KY 40312

The Nature Conservancy  
1800 N. Kent St.  
Arlington, VA 22209

Anthony & Sandy Hawkins  
4116 Driscoll Dr.  
The Colony, TX 75056

Ronald Hisle  
2875 Black Creek Road  
Clay City, KY 40312

Carl & Sarah Smith  
2837 Black Creek Road  
Clay City, KY 40312

Clinton Caudill  
2689 Black Creek Road  
Clay City, KY 40312

John & Thelma Townsend  
2875 Black Creek Road  
Clay City, KY 40312

Russel & Frieda Gaylord  
P.O. Box 532  
Clay City, KY 40312

Samuel & Alice Curtis  
2216 Black Creek Rd.  
Clay City, KY 40312

Billy Lawson  
2387 Black Creek Rd.  
Clay City, KY 40312

Homer & Rhonda Owsley  
P.O. Box 413  
Clay City, KY 40312

Greg Teasley  
Rt. 1 Box 82  
Clay City, KY 40312

Talmadge Webb  
P.O. Box 81  
Stanton, KY 40380

James R. Royse  
2351 Black Creek Road  
Clay City, KY 40312

Nathaniel & Jessica Hall  
P.O. Box 168  
Clay City, KY 40312

Arch Toler  
3249 Black Creek Rd.  
Clay City, KY 40312

Donna Craig  
3296 Black Creek Rd.  
Clay City, KY 40312

James Cole  
P.O. Box 357  
Clay City, KY 40312

Earnest Rice  
86 Napier Rd.  
Clay City, KY 40312

Wanda Vivian  
3470 Black Creek Rd.  
Clay City, KY 40312

Kenneth Franz  
9687 Levee Rd.  
Jeffersonville, KY 40337

Vance Howard  
95 Norman Rd.  
Jeffersonville, KY 40337

Boy Scouts of America  
Washington St.  
Stanton, KY 40380

**EXHIBIT L**  
**COPY OF PROPERTY OWNER NOTIFICATION**



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 2283 Black Creek Road, Clay City, Kentucky 40312. The proposed facility will consist of a 250-foot tall tower, with an approximately 10-foot tall lightning arrestor attached at the top, for a total height of 260-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.

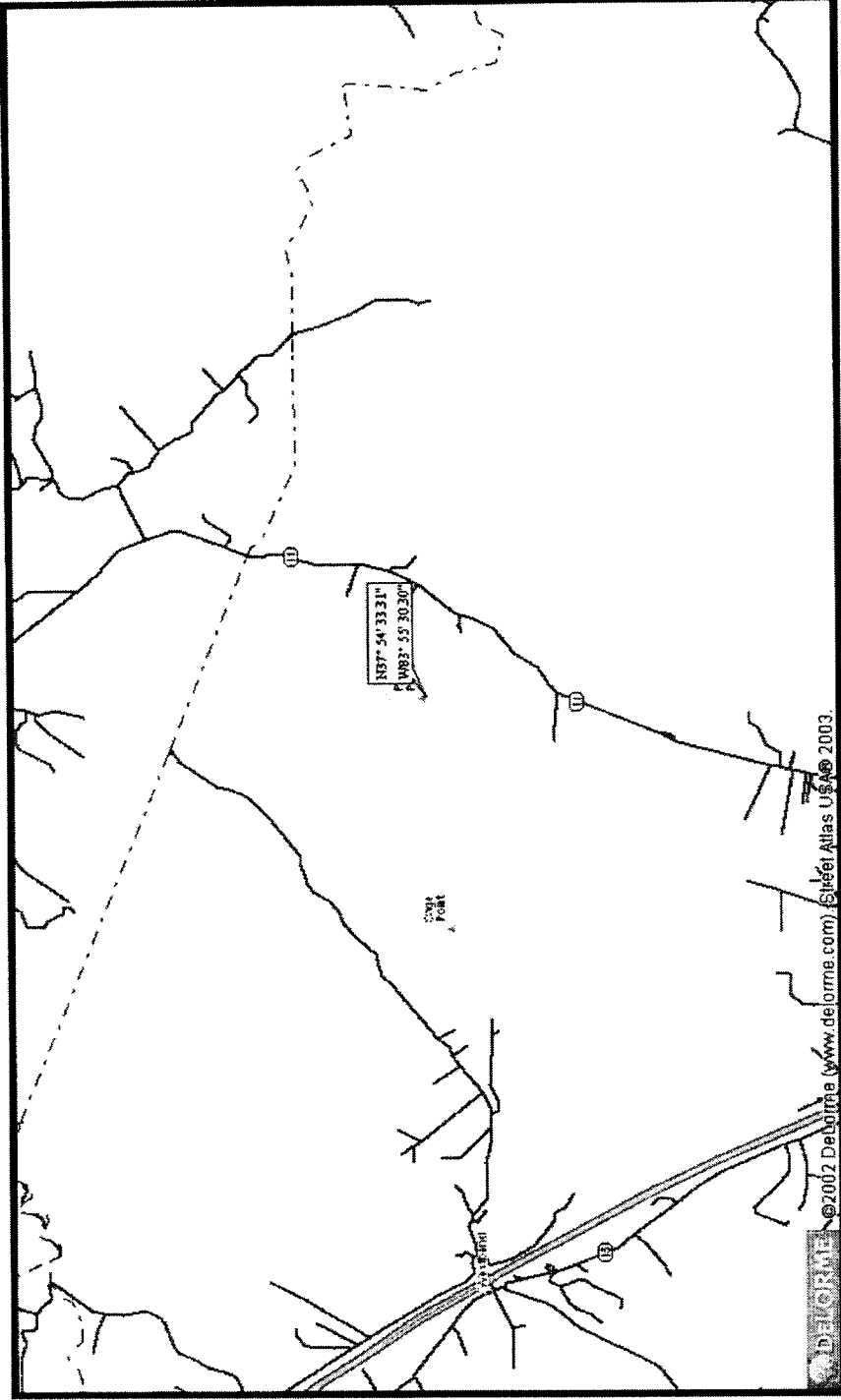
This notice is being sent to you because the Powell County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the 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 2004-00358 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 Mountain Parkway Tower Site



From the county seat in Stanton, Take Hwy 213 to Mountain Parkway West. Follow Mountain Parkway to exit 16 (Clay City). Turn left off exit onto SR 15. Follow SR 15 towards town. Turn left onto SR 11 (Black Creek Road). Follow Black Creek Road approximately 2.3 miles to 2283 Black Creek Road on your left. The site access is between the houses. Follow the asphalt access road up the hill to the existing guyed tower. The new site is located approximately 200 yards on the right of the road across from an existing guy anchor.

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**



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 9, 2004

**VIA CERTIFIED MAIL**

Hon. Bobby Drake  
525 Washington Street  
P.O. Box 506  
Stanton, KY 40380-0506

RE: Notice of Proposal to Construct Wireless Communications Facility  
Kentucky Public Service Commission Docket No. 2004-00358

Dear Judge Drake:

BellSouth Mobility, LLC, d/b/a Cingular Wireless – Kentucky (“Cingular”) has filed an application with the Kentucky Public Service Commission (the “PSC”) to construct a new wireless communications facility at 2283 Black Creek Road, Clay City, Kentucky 40312. The proposed facility will consist of a 250-foot tall tower, with an approximately 10-foot tall lightning arrestor attached at the top, for a total height of 260- 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 2004-00358 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.

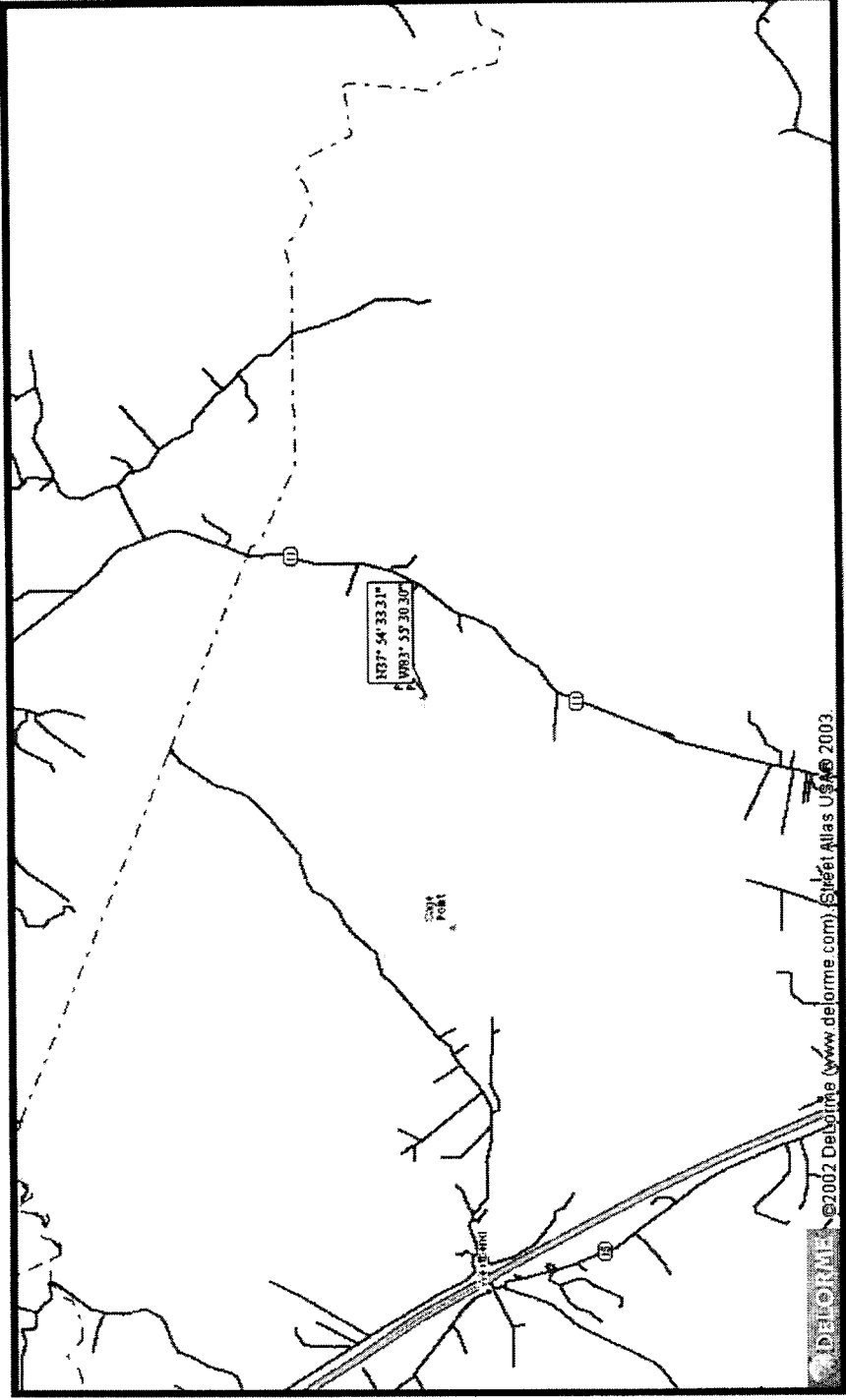
Please feel free to contact me with any comments or questions you may have.

Sincerely,

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

Enclosure

# Directions to Mountain Parkway Tower Site



- From the county seat in Stanton, Take Hwy 213 to Mountain Parkway West. Follow Mountain Parkway to exit 16 (Clay City). Turn left off exit onto SR 15. Follow SR 15 towards town. Turn left onto SR 11 (Black Creek Road). Follow Black Creek Road approximately 2.3 miles to 2283 Black Creek Road on your left. The site access is between the houses. Follow the asphalt access road up the hill to the existing guyed tower. The new site is located approximately 200 yards on the right of the road across from an existing guy anchor.
- Prepared by: Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, Kentucky 40165. Telephone: 1-800-516-4293.

**EXHIBIT N**  
**COPY OF POSTED NOTICES**

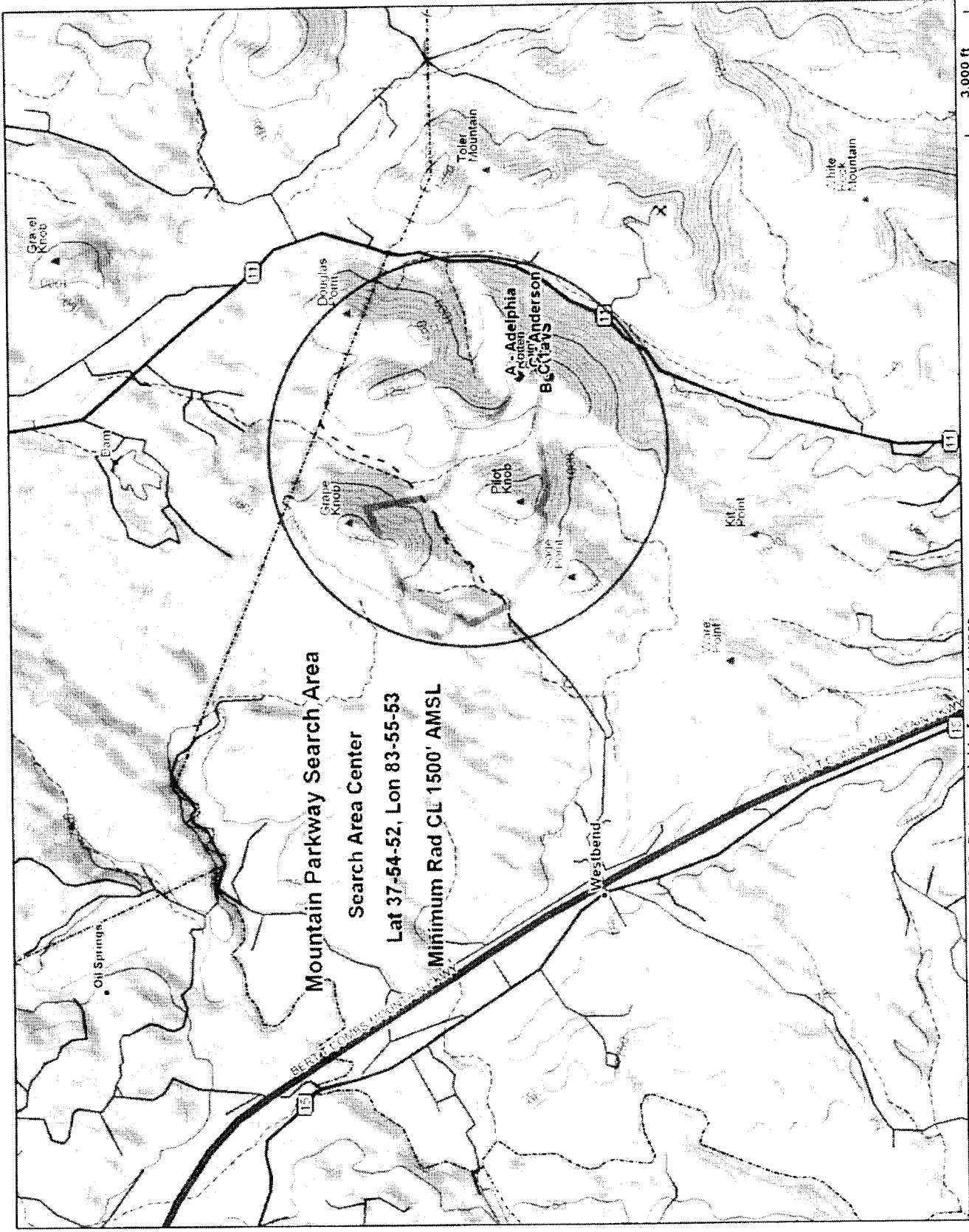
## MOUNTAIN PARKWAY NOTICE SIGNS

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 2004-00358 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 2004-00358 in your correspondence.

**EXHIBIT O**  
**COPY OF RADIO FREQUENCY DESIGN SEARCH AREA**



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 Scale: 1 : 37,500 Map Rotation: 0° Magnetic Declination: 4.9°W