PIKE
LEGAL

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

June 29, 2005

VIA HAND DELIVERY

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

RE: Application to Construct Wireless Communications Facility
Location: Arthur Adams Road, Letcher County, Isom, Kentucky 41824
Applicant: New Cingular Wireless PCS, LLC, d/b/a Cingular Wireless
Site Name: Isom
Case No.: 2005-00263

Dear Mr. Cline:

On behalf of our client New Cingular Wireless PCS, LLC, we are submitting the enclosed original and five (5) copies of an Application for Certificate of Public Convenience and Necessity for Construction of a Wireless Communications Facility in an area of Letcher County outside the jurisdiction of a planning commission. I have also enclosed two (2) additional copies of this cover letter. Thank you for your assistance and do not hesitate to contact me if you have any comments or questions concerning this matter.

Sincerely,

David A. Pike
Attorney for New Cingular Wireless PCS, LLC,
d/b/a Cingular Wireless

Enclosures

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE APPLICATION OF	)	
NEW CINGULAR WIRELESS PCS, LLC	)	
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC	)	CASE NO.: 2005-00263
CONVENIENCE AND NECESSITY TO CONSTRUCT	)	
A WIRELESS COMMUNICATIONS FACILITY AT	)	
ARTHUR ADAMS ROAD, ISOM, KENTUCKY 41824	)	
IN THE WIRELESS COMMUNICATIONS LICENSE AREA	)	
IN THE COMMONWEALTH OF KENTUCKY	)	
IN THE COUNTY OF LETCHER	)	

SITE NAME: ISOM

* * * * * * *

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

New Cingular Wireless PCS, LLC, d/b/a Cingular Wireless ("Applicant"), by counsel, pursuant to (i) KRS §§ 278.020, 278.040, 278.650, 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:

New Cingular Wireless PCS, LLC

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 Arthur Adams Road, Letcher County, Isom, Kentucky 41824 (37° 10' 34.014" North latitude, 82° 53' 47.003" 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 M. & Anna R. Holbrook pursuant to a Deed recorded at Deed Book 183, Page 273 in the office of the Letcher County Clerk. The proposed WCF will consist of a 400-foot tall tower, with an approximately 20-foot tall lightning arrestor attached at the top, for a total height of 420-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 owners 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, 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 FAA determination of no

hazard to air safety is attached as **Exhibit F**.

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. DieTectric ("Tower Manufacturer") performed the tower and foundation design. The tower and foundation drawings for the proposed tower submitted as part of **Exhibit C** bear the signature and stamp of W. Gray Hodge, a professional engineer registered in the Commonwealth of Kentucky. All tower designs meet or exceed applicable laws and regulations.

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

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

19. The possibility of high winds has been considered in the design of this tower. The tower has been designed and engineered by professional engineers using computer assistance and the same accepted codes and standards as are typically used for high-rise building construction. The tower design is in accordance with ANSI/EIA-222-F standards, for a wind load of 85 m.p.h. basic wind speed with 1/2" radial ice.

20. The site development plan signed and sealed by a professional engineer registered in Kentucky was prepared by Charles E. Weiter. The site survey was performed

by J. Craig Mount. Page C-1 of **Exhibit B** is drawn to a scale of no less than one (1) inch equals 200 feet, and identifies every owner of real estate within 500 feet of the proposed tower (according to the records maintained by the County Property Valuation Administrator). Every structure and every easement within 500 feet of the proposed tower or within 200 feet of the access road including intersection with the public street system is illustrated in **Exhibit B**.

21. Applicant has notified every person who, according to the records of the County Property Valuation Administrator, owns property which is within 500 feet of the proposed tower or contiguous to the site property, by certified mail, return receipt requested, of the proposed construction. All notified property owners have been given the docket number under which the proposed Application will be processed and have 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 Letcher 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 Letcher 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, Section 1(2), measuring at least two (2) feet in height and four (4) feet in width and containing all required language in letters of required height, have been posted, one in a

visible location on the proposed site and one 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 in which the WCF is proposed to be located.

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

25. The process that was used by the Applicant's radio frequency engineers in selecting the site for the proposed WCF was consistent with the general process used for selecting all other existing and proposed WCF facilities within the proposed network design area. Applicant's radio frequency engineers have conducted studies and tests in order to develop a highly efficient network that is designed to serve the Federal Communications Commission licensed service area. The engineers determined an optimum area for the placement of the proposed facility in terms of elevation and location to provide the best quality service to customers in the service area. A radio frequency design search area prepared in reference to these radio frequency studies was considered by the Applicant when searching for sites for its antennas that would provide the coverage deemed necessary by the Applicant. Before beginning the site acquisition process, Applicant carefully evaluated locations within the search area for co-location opportunities on existing structures, and no suitable towers or other existing tall structures were found in the immediate area that would meet the technical requirements for the element of the

telecommunications network to be provided by the proposed facility. A map of the area in which the tower is proposed to be located which is drawn to scale and clearly depicts the necessary search area within which the site should be located pursuant to radio frequency requirements is attached as **Exhibit O**.

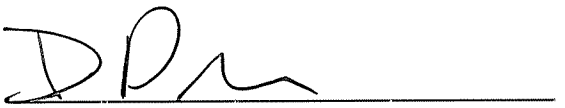
26. All Exhibits to this Application are hereby incorporated by reference as if fully set out as part of the Application.

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

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

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

Respectfully submitted,



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

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 - FAA Determination of No Hazard to Air Safety

G - Application to Kentucky Airport Zoning Commission

H - Geotechnical Report

I - Directions to WCF Site

J - Copy of Real Estate Agreement

K - Notification Listing

L - Copy of Property Owner Notification

M - Copy of County Judge/Executive Notice

N - Copy of Posted Notices

O - Copy of Radio Frequency Design Search Area

EXHIBIT A
BUSINESS ENTITY AND FCC LICENSE DOCUMENTATION

Commonwealth of Kentucky
Trey Grayson
Secretary of State

Certificate of Authorization

I, Trey Grayson, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

NEW CINGULAR WIRELESS PCS, LLC

, a limited liability company organized under the laws of the state of DE, is authorized to transact business in the Commonwealth of Kentucky and received the authority to transact business in Kentucky on October 14, 1999.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that an application for certificate of withdrawal has not been filed; and that the most recent annual report required by KRS 275.190 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 1st day of February, 2005.

Certificate Number: 10293
Jurisdiction: New Cingular Wireless PCS, LLC
Visit http://www.sos.ky.gov/obdb/certvalidate.aspx to validate the authenticity of this certificate.

Trey Grayson
Secretary of State
Commonwealth of Kentucky
10293/0481848

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: Orange Licenses Holding, LLC

ATTN Kellye E. Abernathy
Orange Licenses Holding, LLC
17330 Preston Road, Suite 100A
Dallas, TX 75252

FCC Registration Number (FRN): 0012362919	
Call Sign: KNKN841	**File Number:**
Radio Service: CL - Cellular	
Market Number CMA452	**Channel Block** A
Market Name Kentucky 10 - Powell	**Sub-Market Designator** 0

Grant Date	Effective Date	Expiration Date	Five Yr Build-Out Date	Print Date
08/21/2001	01/25/2005	10/01/2011	02/05/1997	06/28/2005

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	

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

Antenna: 1 Azimuth (degrees from true north)	**0°**	**45°**	**90°**	**135°**	**180°**	**225°**	**270°**	**315°**
Antenna Height AAT (meters)	143.7	153.6	154.8	129.3	143.7	153.0	132.6	118.5
Transmitting ERP (watts)	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			
Address			**City**	**County**	**State**	**Construction Deadline**
BOONEVILLE CELL SITE 8 MI NW OF			BEATTYVILLE	LEE	KY	

Antenna: 1 Azimuth (degrees from true north)	**0°**	**45°**	**90°**	**135°**	**180°**	**225°**	**270°**	**315°**
Antenna Height AAT (meters)	195.0	185.0	136.0	110.0	185.0	153.0	156.0	180.0
Transmitting ERP (watts)	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
Address			**City**	**County**	**State**	**Construction Deadline**
1850 Chestnut Stand Road (023612 / Chestnut Stand)			IRVINE	ESTILL	KY	

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

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

ISOM
SITE ID: 6080

ARTHUR ADAMS ROAD
LETCHER COUNTY
ISOM, KENTUCKY 41824

PROPOSED 400' GUYED TOWER WITH MULTIPLE CARRIERS

UTILITY PROTECTION NOTE

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

SITE

: NONE

1.5
ROX. 1
THE

AZARD TO
A RIGHT.
TURN
LL CABIN

SITE NAME

ISOM

SITE ADDRESS

ARTHUR ADAMS ROAD
ISOM, KY 41824

1A COORDINATES:

LAT: 37°10'34.014" N
LONG: 82°53'47.003" W
ELEV: 1889.78'

PROPERTY OWNER

JOHN M. & ANNA R. HOLBROOK
552 WALTERS BRANCH ROAD
ISOM, KY 41824

APPLICANT

NEW CINGULAR WIRELESS PCS, LLC
1650 LYNDON FARMS COURT
LOUISVILLE, KENTUCKY 40223
CONTACT: CHRIS THARP
PHONE: (502) 394-7524

TAX MAP NUMBER

35

PARCEL NUMBER

41

LEASE AREA

LEASE AREA = 10,000 S.F.

SOURCE OF TITLE

DEED BOOK 183, PAGE 273

PROJECT INFORMATION

INDEX OF ZONING DRAWINGS

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

SHEET INDEX

ELECTRIC COMPANY
AMERICAN ELECTRIC & POWER
PHONE: 800-572-1113

TELEPHONE COMPANY
BELLSOUTH
PHONE: 800-947-8398

UTILITY CONTACTS

cingular WIRELESS

GENERAL DYNAMICS
Wireless Services

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

STATE OF KENTUCKY
CHARLES E. WEITER
11220
LICENSED PROFESSIONAL ENGINEER

SITE NAME: ISOM

SITE I.D.: 6080

SITE ADDRESS: ARTHUR ADAMS ROAD
ISOM, LETCHER CO., KY 41824

LEASE AREA: 10,000 SQ. FT.

PROPERTY OWNER: JOHN M. & ANNA R. HOLBROOK
552 WALTERS BRANCH ROAD
ISOM, KY 41824

TAX MAP NUMBER: 35

PARCEL NUMBER: 41

SOURCE OF TITLE: DEED BOOK 183, PAGE 273

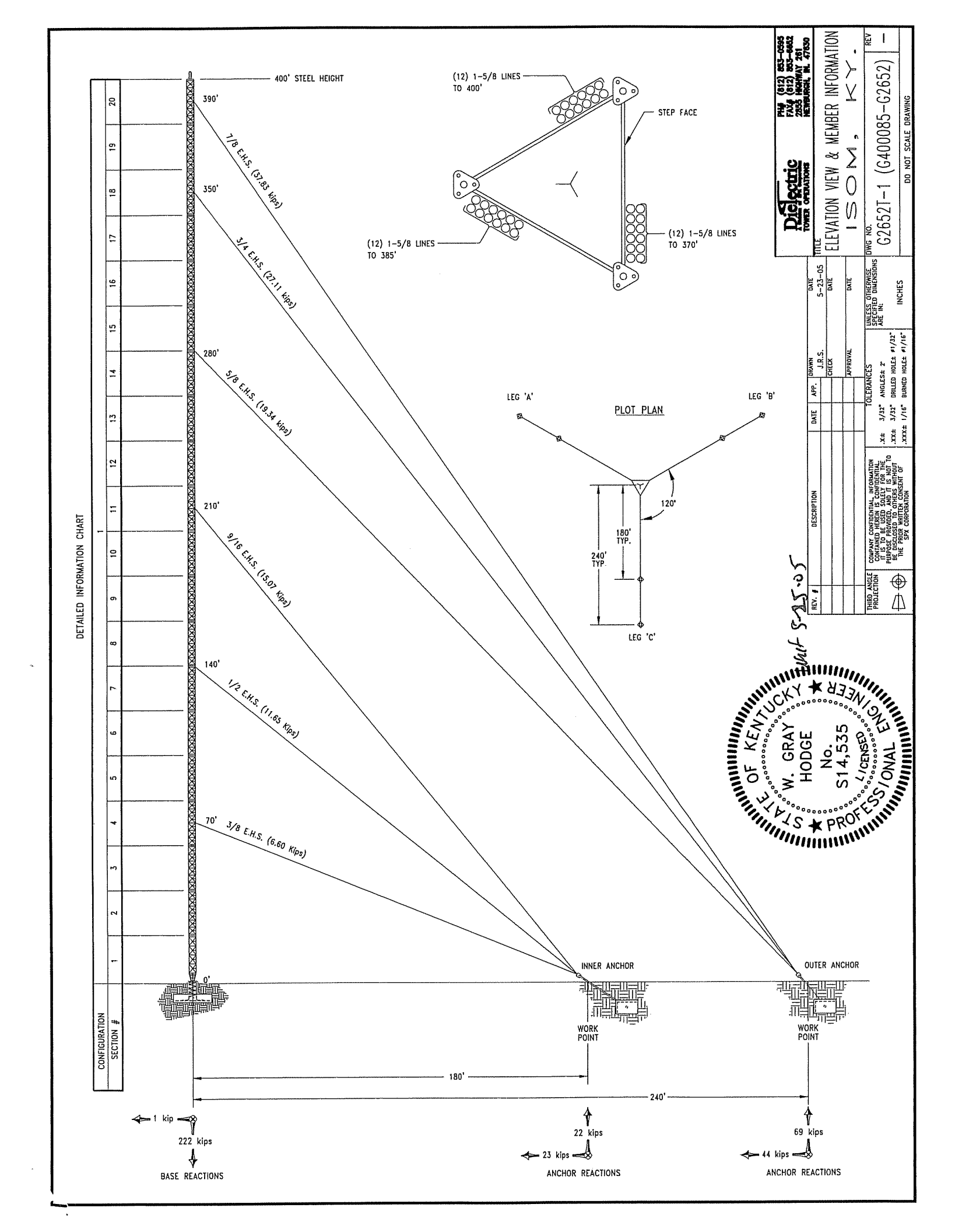
LATITUDE: 37°10'34.014"N
LONGITUDE: 82°53'47.003"W

NO.	REVISION/ISSUE	DATE
1.	ISSUE FOR COMMENT	03/15/05
2.	ZONING PLANS	03/25/05

TITLE: TITLE SHEET, SITE INFO AND SHEET INDEX

SHEET: T-1

EXHIBIT C
TOWER AND FOUNDATION DESIGN
AND
STATEMENT OF QUALIFICATIONS


DETAILED INFORMATION CHART
CONFIGURATION
SECTION #
400' STEEL HEIGHT
390'
350'
280'
210'
140'
70'
0'
7/8 E.H.S. (37.83 kips)
3/4 E.H.S. (27.11 kips)
5/8 E.H.S. (19.34 kips)
9/16 E.H.S. (15.07 kips)
1/2 E.H.S. (11.65 kips)
3/8 E.H.S. (6.60 kips)
(12) 1-5/8 LINES TO 400'
STEP FACE
(12) 1-5/8 LINES TO 385'
(12) 1-5/8 LINES TO 370'
PLOT PLAN
LEG 'A'
LEG 'B'
LEG 'C'
120°
180' TYP.
240' TYP.
INNER ANCHOR
OUTER ANCHOR
WORK POINT
WORK POINT
180'
240'
1 kip
222 kips
BASE REACTIONS
22 kips
23 kips
ANCHOR REACTIONS
69 kips
44 kips
ANCHOR REACTIONS
Dielectric
TOWER OPERATIONS
PH# (812) 853-0595
FAX (812) 853-6862
2253 HIGHWAY 261
NEWBURGH, IN. 47630
TITLE
ELEVATION VIEW & MEMBER INFORMATION
ISOM, KY.
DWG NO.
G26521-1 (G400085-G2652)
REV
-
DO NOT SCALE DRAWING
DATE
5-23-05
DRAWN
J.R.S.
CHECK
APPROVAL
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN:
INCHES
TOLERANCES
.X± 3/32" ANGLES± 2°
.XX± 3/32" DRILLED HOLE± #1/32"
.XXX± 1/16" BURNED HOLE± #1/16"
REV. # DESCRIPTION DATE APP.
THIRD ANGLE PROJECTION
COMPANY CONFIDENTIAL INFORMATION CONTAINED HEREIN IS CONFIDENTIAL. IT IS TO BE USED SOLELY FOR THE PURPOSE PROVIDED AND IS NOT TO BE DISCLOSED TO OTHERS WITHOUT THE PRIOR WRITTEN CONSENT OF SPX CORPORATION
STATE OF KENTUCKY
JAMES W. GRAY HODGE
No. S14,535
LICENSED PROFESSIONAL ENGINEER
5-25-05

GUY CHART

GUY ELEVATION	GUY SIZE	PREFORM SIZE	ROCKET SOCKET	T-BUCKLE SIZE	OPEN BRIDGE STRAND SOCKET	THIMBLE SIZE	SHACKLE SIZE	POURED SOCKET SIZE	GUY EAR PLATE	GUY EAR HOLE ø	GUY EAR WELD SIZE	CUT WIRE LENGTHS			GUY WIRE TOTAL FT	INITIAL TENSION, (LBS.)		
												LEG "A"	LEG "B"	LEG "C"		30° F	60° F	90° F
70'	3/8 E.H.S.	3/8 E.H.S.	N/A	3/4	N/A	1/2	1/2	N/A	4-6-062-050S (4 X 6 X 5/8)	13/16	3/8	235'	235'	235'	705'	1815	1540	1265
140'	1/2 E.H.S.	1/2 E.H.S.	N/A	3/4	N/A	5/8	3/4	N/A	4-6-075-075S (4 X 6 X 3/4)	1-1/16	3/8	275'	275'	275'	825'	3040	2690	2340
210'	9/16 E.H.S.	9/16 E.H.S.	N/A	7/8	N/A	5/8	3/4	N/A	4-6-075-075S (4 X 6 X 3/4)	1-1/16	3/8	325'	325'	325'	975'	3810	3500	3190
280'	5/8 E.H.S.	5/8 E.H.S.	N/A	1	N/A	3/4	3/4	N/A	4-6-075-075S (4 X 6 X 3/4)	1-1/16	3/8	445'	445'	445'	1335'	4605	4240	3875
350'	3/4 E.H.S.	3/4 E.H.S.	N/A	1-1/4	N/A	7/8	3/4	N/A	4-6-075-075S (4 X 6 X 3/4)	1-1/16	3/8	500'	500'	500'	1500'	6205	5830	5455
390'	7/8 E.H.S.	7/8 E.H.S.	N/A	1-1/2	N/A	1	1	N/A	4-6-100-100S (4 X 6 X 1)	1-5/16	9/16	535'	535'	535'	1605'	8410	7970	7530

TOWER MEMBERS CHART

CONFIGURATION	ELEVATION	FACE	LEG	DIAGONALS	GIRTS				TYP. WEIGHT (LBS.) PER 20' SECTION
					FACE 1 (CLIMBING/FEEDLINE)	FACE 2 (FEEDLINE)	FACE 3 (FEEDLINE)	STEPS	
1	0' - 400'	33	2-1/4	5/8 *	3/4 **	3/4 **	3/4 **	3/4	1175

ANTENNA INFORMATION

ANTENNA	ELEVATION	LINE
(12) DBXLH-9090C-VTM	@ 400'	1-5/8
(12) DB854DG85ESX	@ 385'	1-5/8
(12) DB854DG85ESX	@ 370'	1-5/8

GUY & MEMBER CHART NOTES:

1) ALL MATERIAL IS MADE OF SOLID ROUND UNLESS NOTED OTHERWISE.
2) ALL DIMENSIONS ARE IN INCHES UNLESS NOTED OTHERWISE.
3) ALL LEG & LEG FLANGE PL MATERIAL IS A-572 GRADE 50 (Fy ≥ 50 ksi). ALL INNER MEMBER & PLATE MATERIAL IS ASTM A36 (Fy ≥ 36 ksi).
4) ALL SECTIONS ARE 6-BAY X-BRACED (38-1/2" BAYS).

MARKING NOTES:

1) BASE SECTION IS TO BE STAMPED @ THE BASE PLATE. ALL OTHER SECTIONS ARE STAMPED AT THE TOP.
2) SECTION LABELING SYSTEM INFORMATION IS GIVEN IN THE DETAILED INFORMATION CHART. THE LABELING SYSTEM IS TO BE USED FOR PROPER IDENTIFICATION OF ALL SECTIONS AND TO ENSURE PROPER INSTALLATION.

THIS STRUCTURE IS DESIGNED TO MEET ANSI/EIA-222-F STANDARDS FOR A BASIC WIND SPEED OF 85 MPH WITH 1/2" ICE.

STATE OF KENTUCKY
W. GRAY HODGE
No. S14,535
LICENSED PROFESSIONAL ENGINEER

5-25-05

REV. #	DESCRIPTION	DATE	APP.

DRAWN J.R.S. DATE 5-23-05
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

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

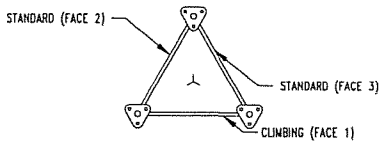
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

Dielectric
A Division of SPX Corporation
TOWER OPERATIONS
PH# (812) 853-0595
FAX# (812) 853-8652
2253 HIGHWAY 261
NEWBURGH, IN. 47630

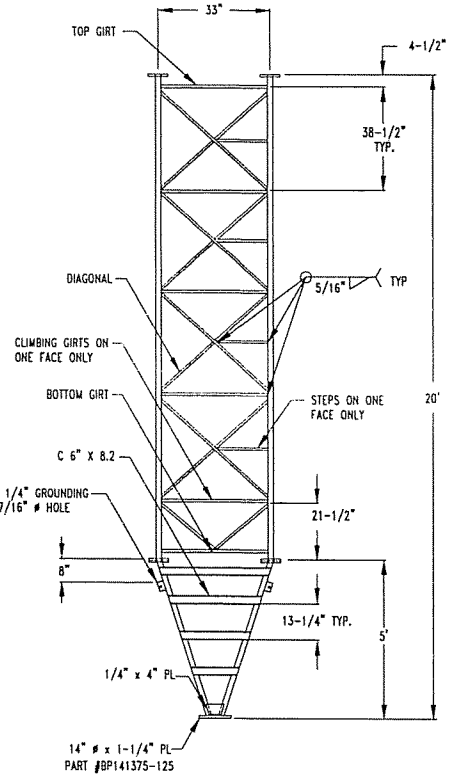
TITLE
DETAIL INFORMATION CHARTS
ISOM, KY.

DWG NO. G2652T-2 (G400085-G2652) REV -

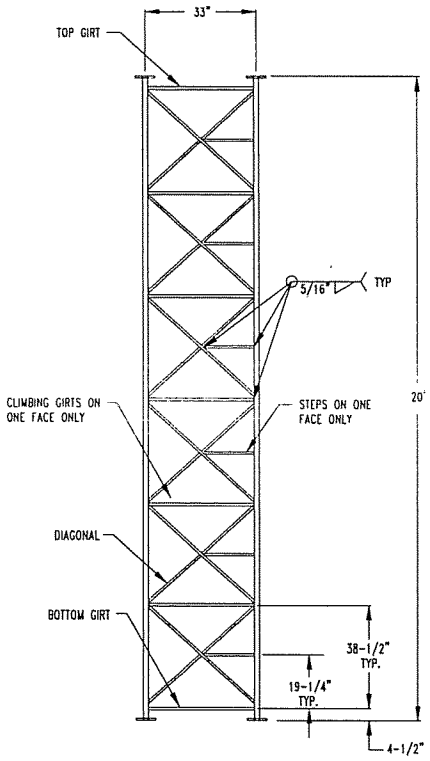
DO NOT SCALE DRAWING

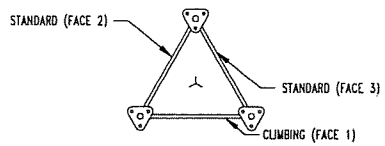


BASE SECTION DETAIL

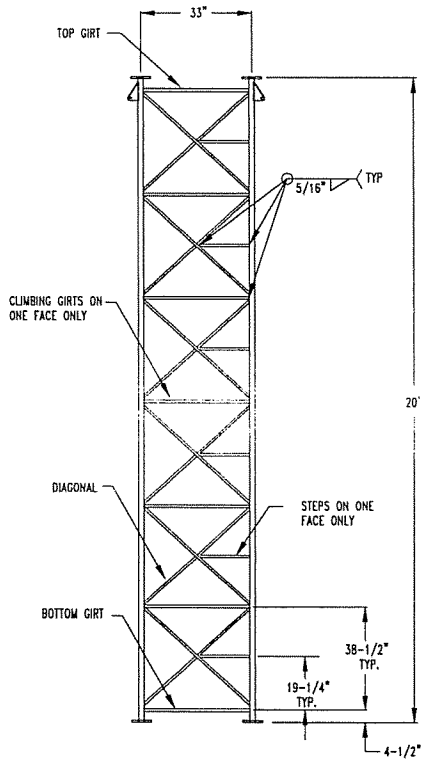


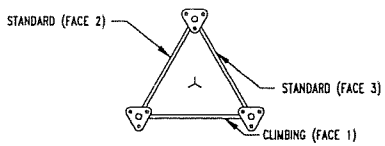
TYP SECTION DETAIL



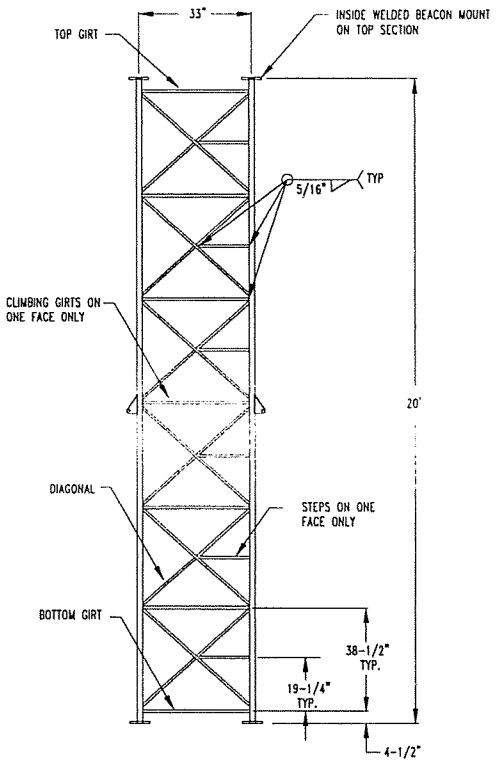


TOP GUYED DETAIL

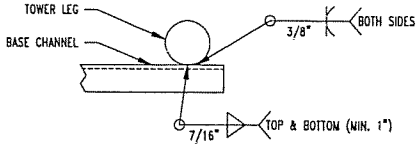




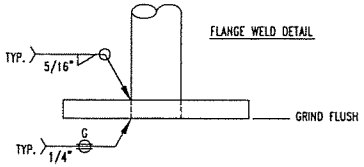
MID GUYED DETAIL
TOP SECTION DETAIL



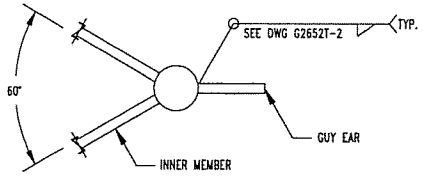
BASE CHANNEL WELD DETAIL



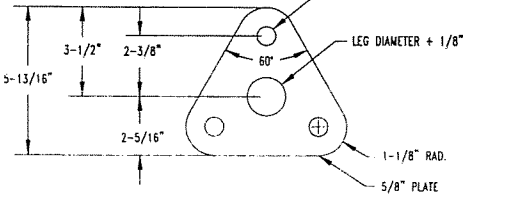
FLANGE WELD DETAIL



GUY ATTACHMENT DETAIL



FLANGE DETAIL



NOTES:

1) SEE DRAWING G2652T-2 FOR LEG & INNER MEMBER SIZES.

REV. #	DESCRIPTION	DATE	APP.

DRAWN J.R.S. DATE 5-23-05
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

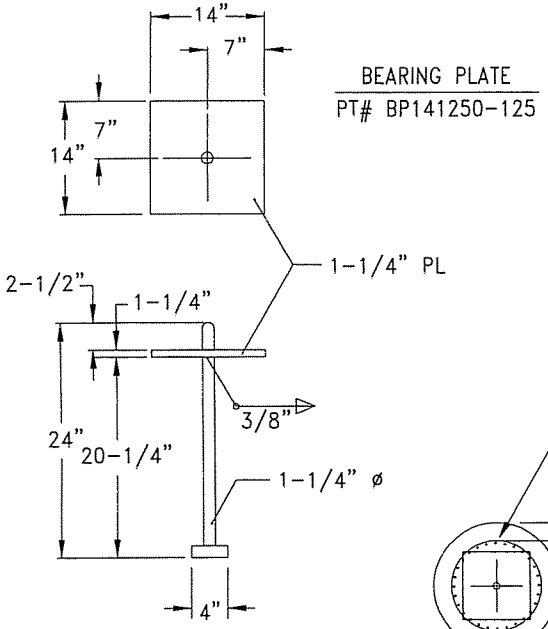
TOLERANCES
.X± 1/32" ANGLES± 2°
.XX± 1/32" DRILLED HOLE± ø1/32"
.XXX± 1/16" BURNED HOLE± ø1/16"

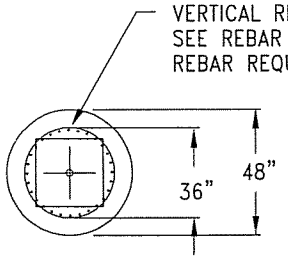
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

Dielectric
A Division of SPX Corporation
TOWER OPERATIONS
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE
3300 SERIES SECTION DETAILS
ISOM, KY.

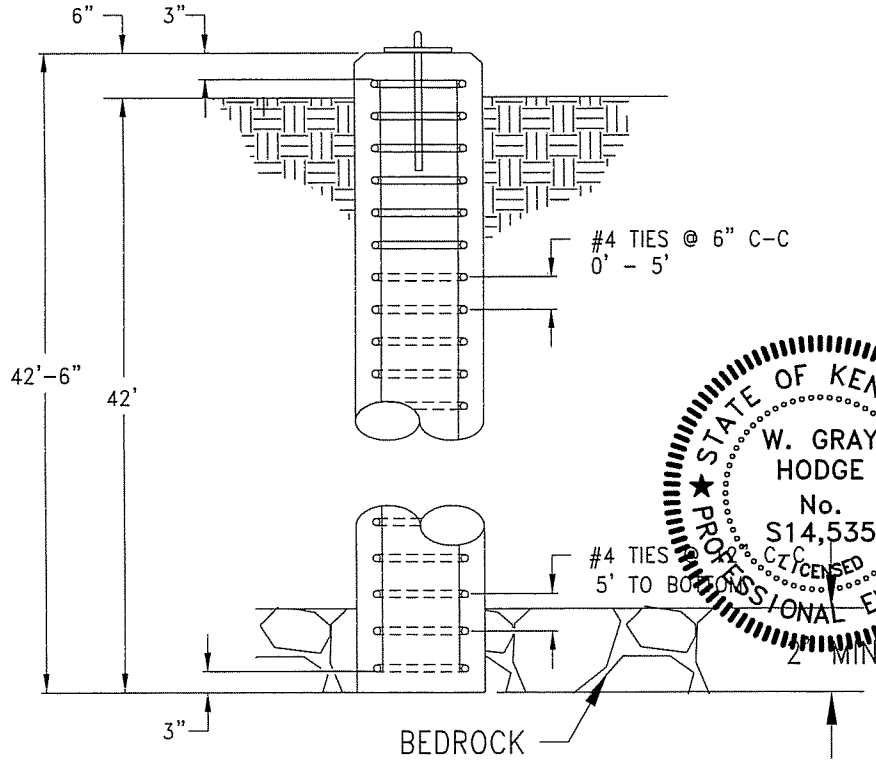
DWG NO G2652T-3 (G400085-G2652) REV —





NOTES:

1) ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ACI 301 AND ACI318.
2) THIS FOUNDATION IS DESIGNED TO CONFORM ACI 318-99 AND ANSI/EIA-222-F STANDARDS UTILIZING THE SOILS REPORT PREPARED BY ATC & ASSOCIATES, PROJECT# 27.26358.4G02. A COPY SHALL BE PROVIDED TO THE FOUNDATION CONTRACTOR. SOIL CONDITIONS THAT DIFFER FROM THOSE DESCRIBED IN THE REPORT SHALL BE BROUGHT TO THE ATTENTION OF THE RESIDENT ENGINEER/INSPECTOR. ALL COMMENTS OR RECOMMENDATIONS REGARDING CONSTRUCTION TESTING OR CONSTRUCTION MONITORING SHALL BE STRICTLY FOLLOWED.
3) ALL CONCRETE SHALL BE 4000 PSI AT 28 DAYS. CYLINDERS SHALL BE PROPERLY CAST WITH COPIES OF THE TEST REPORTS GOING TO THE RESIDENT ENGINEER/INSPECTOR.
4) ALL ADMIXTURES MUST BE ADDED SEPARATELY INTO FRESH CONCRETE AND SUFFICIENTLY MIXED. A NON-CORROSIVE CONCRETE SET ACCELERATE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE C. A WATER REDUCING ADMIXTURE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE A.
5) ALL BACKFILL SHALL BE PLACED IN 8 INCH LIFTS AND COMPACTED TO A MINIMUM OF 95 PERCENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY AS MEASURED BY ASTM D-698 UNLESS MORE STRINGENT COMPACTION IS REQUIRED BY THE SOIL REPORT.
6) MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
7) CROWN TOP OF PIER FOR DRAINAGE AND CHAMFER ALL EXPOSED CONCRETE EDGES 1 INCH.
8) ROCK MAY BE ENCOUNTERED, FOUNDATION MUST BEAR AT LEAST 2' INTO COMPETENT BEDROCK.



TOTAL CONCRETE = 20 yd^3

REBAR CHART

REBAR	REBAR SIZE	REBAR LENGTHS	REBAR DIA.	pcs. OF REBAR	TOTAL FT.
VERTS	#9 GRADE 60	42'	N/A	20	840'
TIES	#4 GRADE 60	N/A	36"ø	47	443'

STATE OF KENTUCKY
W. GRAY HODGE
No. S14,535
LICENSED
PROFESSIONAL ENGINEER

5-25-05

REV.	DESCRIPTION	DATE	APP.
1			

DRAWN J.R.S. DATE 5-25-05
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

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

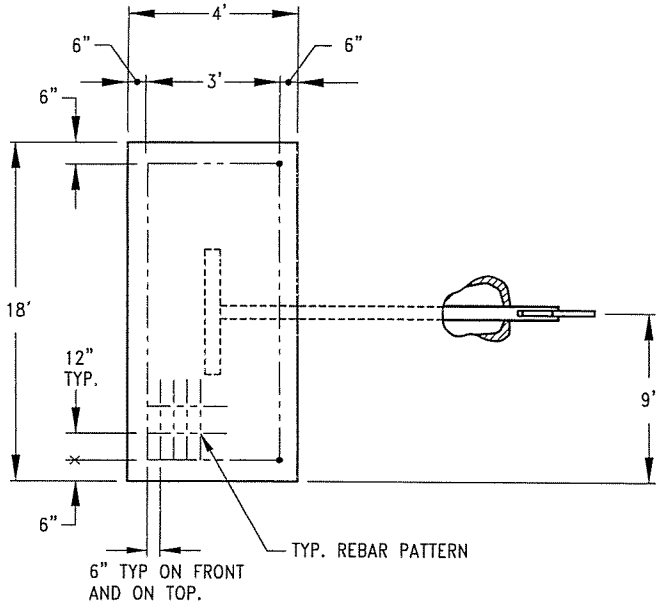
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

Dielectric
A Division of SPX Corporation
TOWER OPERATIONS
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE
GUYED TOWER BASE FOUNDATION DESIGN
ISOM, KY.

DWG NO. G2652T-4 (G400085-G2652) REV —

DO NOT SCALE DRAWING



REBAR SPLICING CHART

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

SPLICING NOTES:

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

ANCHOR CHART (For 1 Anchor)

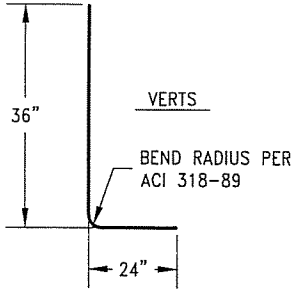
REBAR SIZE	REBAR LENGTHS	pcs. OF REBAR	TOTAL FT. REQ'D
#8 GRADE 60	17'	11	187'
#6 GRADE 60	5'	18	90'

APPROXIMATE CONCRETE PER ANCHOR = 8-1/4 YD^3

ANCHOR CHART (For 3 Anchors)

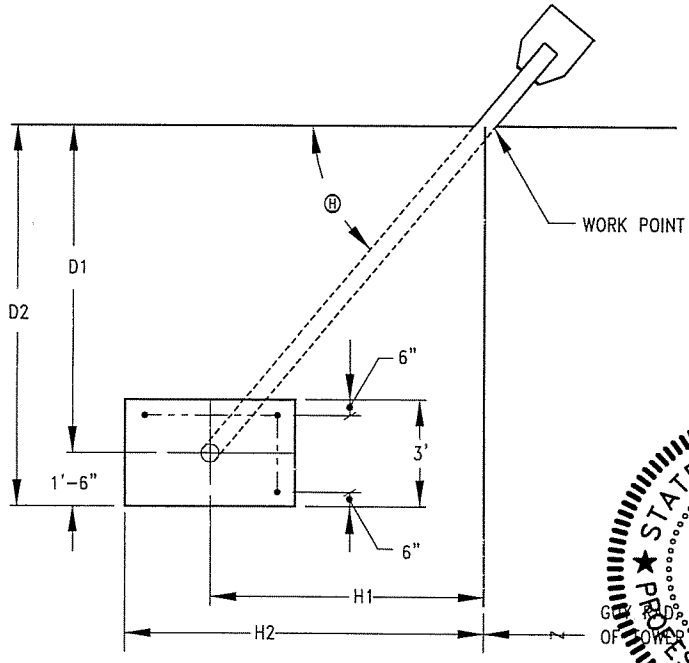
REBAR SIZE	REBAR LENGTHS	pcs. OF REBAR	TOTAL FT. REQ'D
#8 GRADE 60	17'	33	561'
#6 GRADE 60	5'	54	270'

APPROXIMATE TOTAL CONCRETE = 24-3/4 YD^3

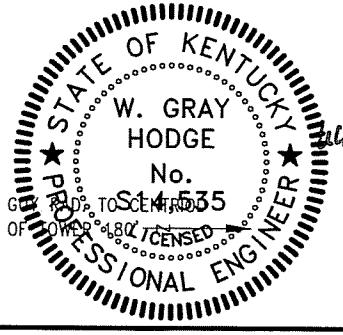


NOTES:

1) ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ACI 301 AND ACI318.
2) THIS FOUNDATION IS DESIGNED TO CONFORM ACI 318-99 AND ANSI/EIA-222-F STANDARDS UTILIZING THE SOILS REPORT PREPARED BY ATC & ASSOCIATES, PROJECT# 27.26358.4G02. A COPY SHALL BE PROVIDED TO THE FOUNDATION CONTRACTOR. SOIL CONDITIONS THAT DIFFER FROM THOSE DESCRIBED IN THE REPORT SHALL BE BROUGHT TO THE ATTENTION OF THE RESIDENT ENGINEER/INSPECTOR. ALL COMMENTS OR RECOMMENDATIONS REGARDING CONSTRUCTION TESTING OR CONSTRUCTION MONITORING SHALL BE STRICTLY FOLLOWED.
3) ALL CONCRETE SHALL BE 3000 PSI AT 28 DAYS. CYLINDERS SHALL BE PROPERLY CAST WITH COPIES OF THE TEST REPORTS GOING TO THE RESIDENT ENGINEER/INSPECTOR.
4) ALL ADMIXTURES MUST BE ADDED SEPARATELY INTO FRESH CONCRETE AND SUFFICIENTLY MIXED. A NON-CORROSIVE CONCRETE SET ACCELERATE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE C. A WATER REDUCING ADMIXTURE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE A.
5) ALL BACKFILL SHALL BE PLACED IN 9 INCH LIFTS AND COMPACTED TO A MINIMUM OF 95 PERCENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY AS MEASURED BY ASTM D-698 UNLESS MORE STRINGENT COMPACTION IS REQUIRED BY THE SOIL REPORT.
6) MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
7) VERTICAL PLANE OF FAN PLATE ANCHOR ROD IS NOT TO DEVIATE MORE THAN 1" FROM THE CENTERLINE OF BASE BEARING PLATE PIN.
8) COAT ALL ANCHOR RODS IN CONTACT WITH SOIL WITH BITUMINOUS MATERIAL, SUPPLIED BY CONTRACTOR.
8) GROUND WATER MAY BE ENCOUNTERED.



LEG	RISE/DROP (+ = RISE - = DROP)	Ⓗ (DEG)	D1	D2	H1	H2
A	-29.78'	43.73°	8'-6"	10'	8' 10-5/8"	10' 10-5/8"
B	+0.22'	38.37°	8'-6"	10'	10' 8-7/8"	12' 8-7/8"
C	+6.22'	36.87°	8'-6"	10'	11'-4"	13'-4"



5-25-05

REV. #	DESCRIPTION	DATE	APP.

DRAWN J.R.S. DATE 5-23-05
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

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

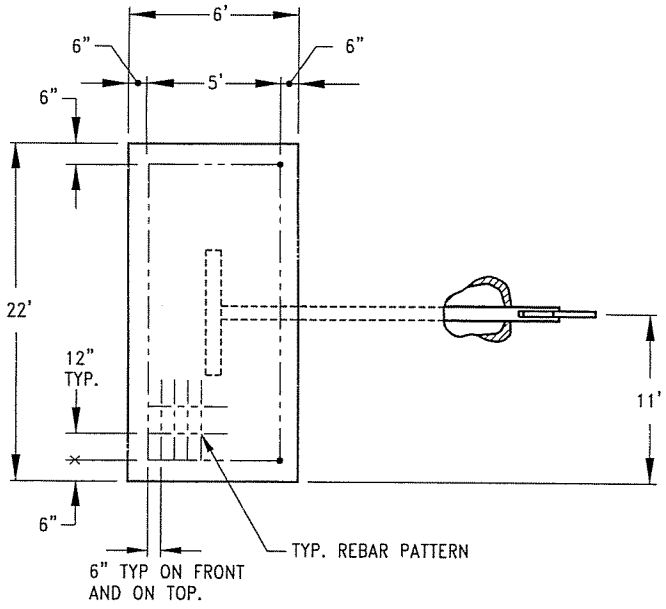
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

Dielectric
A Division of SPX Corporation
TOWER OPERATIONS
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE
INNER ANCHOR FOUNDATION DESIGN
ISOM, KY.

DWG NO. G2652T-5 (G400085-G2652) REV -

DO NOT SCALE DRAWING



REBAR SPLICING CHART

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

SPLICING NOTES:

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

ANCHOR CHART (For 1 Anchor)

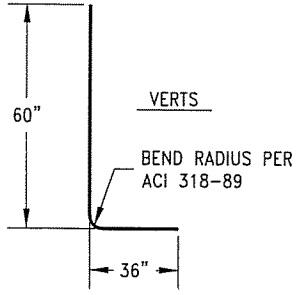
REBAR SIZE	REBAR LENGTHS	pcs. OF REBAR	TOTAL FT. REQ'D
#8 GRADE 60	21'	17	357'
#6 GRADE 60	8'	22	176'

APPROXIMATE CONCRETE PER ANCHOR =19-3/4 YD^3

ANCHOR CHART (For 3 Anchors)

REBAR SIZE	REBAR LENGTHS	pcs. OF REBAR	TOTAL FT. REQ'D
#8 GRADE 60	21'	51	1071'
#6 GRADE 60	8'	66	528'

APPROXIMATE TOTAL CONCRETE = 59-1/4 YD^3



NOTES:

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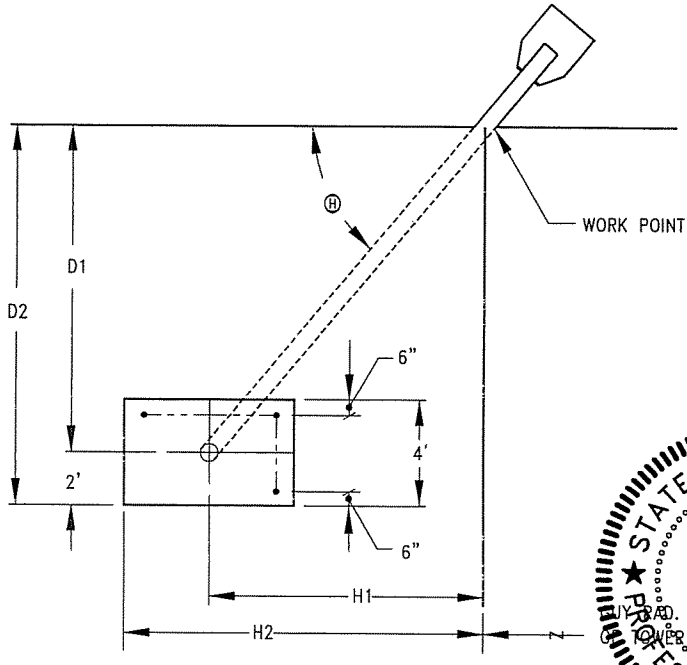
6) MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
7) VERTICAL PLANE OF FAN PLATE ANCHOR ROD IS NOT TO DEVIATE MORE THAN 1" FROM THE CENTERLINE OF BASE BEARING PLATE PIN.
8) COAT ALL ANCHOR RODS IN CONTACT WITH SOIL WITH BITUMINOUS MATERIAL, SUPPLIED BY CONTRACTOR.
8) GROUND WATER MAY BE ENCOUNTERED.



LEG	RISE/DROP (+ = RISE - = DROP)	Ⓗ (DEG)	D1	D2	H1	H2
A	-59.78'	57.48°	11'	13'	7' 0-1/4"	10' 0-1/4"
B	+0.22'	53.13°	11'	13'	8'-3"	11'-3"
C	+4.22'	53.13°	11'	13'	8'-3"	11'-3"

STATE OF KENTUCKY
W. GRAY HODGE
No. 14335
LICENSED PROFESSIONAL ENGINEER
5-25-05

REV. #	DESCRIPTION	DATE	APP.

DRAWN J.R.S. DATE 5-23-05
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

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

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

Dielectric
A Division of SPX Corporation
TOWER OPERATIONS
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE
OUTER ANCHOR FOUNDATION DESIGN
ISOM, KY.

DWG NO. G2652T-6 (G400085-G2652) REV —

DO NOT SCALE DRAWING

GENERAL DYNAMICS
Network Systems

9900 Corporate Campus Drive
Suite 3000
Louisville, Kentucky 40223

Phone: 502.426.4120
Fax: 502.426.0768

June 20, 2005

Re: Qualification Statement for General Dynamics, Project Manager and Contractor for Cingular Project Isom.

To whom it may concern:

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

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

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

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

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

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

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

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

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

GENERAL DYNAMICS
Network Systems

9900 Corporate Campus Drive
Suite 3000
Louisville, Kentucky 40223

Phone: 502.426.4120
Fax: 502.426.0768

Individual Qualifications

Donald Day, *Project Manager* – Tennessee / Kentucky Region

Donald began his career in the wireless industry in the late 90's. He has been involved at every level and stage of the wireless construction process and carries with him a vast array of industry knowledge. He has been instrumental in build outs of many turnkey wireless networks across the continental United States. Donald was welcomed into the General Dynamics team in 2003.

Steve Parker, *Site Acquisition Manager* – Kentucky Region

Steve began his career in the wireless industry as a site acquisition agent in 2000. He was promoted into management in 2001 and has participated in every stage of the wireless construction process. He has managed several large projects across the state and through his career he has developed synergy of skills that are unmatched in the industry. He is well versed in real estate transactions, regulatory compliance, engineering and construction. General Dynamics welcomed Steve to our team in 2005.

Christopher Ray, *Construction Manager* – Kentucky Region

Christopher began his career in construction in 1990 and made the move into wireless construction in 1994. During that time he was quickly promoted to manage projects in the southeastern region of the United States. Through his tenure he became well versed in all phases of construction, regulatory compliance, and safety. General Dynamics gladly welcomed his contribution to our team in 2004.

GENERAL NOTES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

UTILITY NOTES

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

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

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

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

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

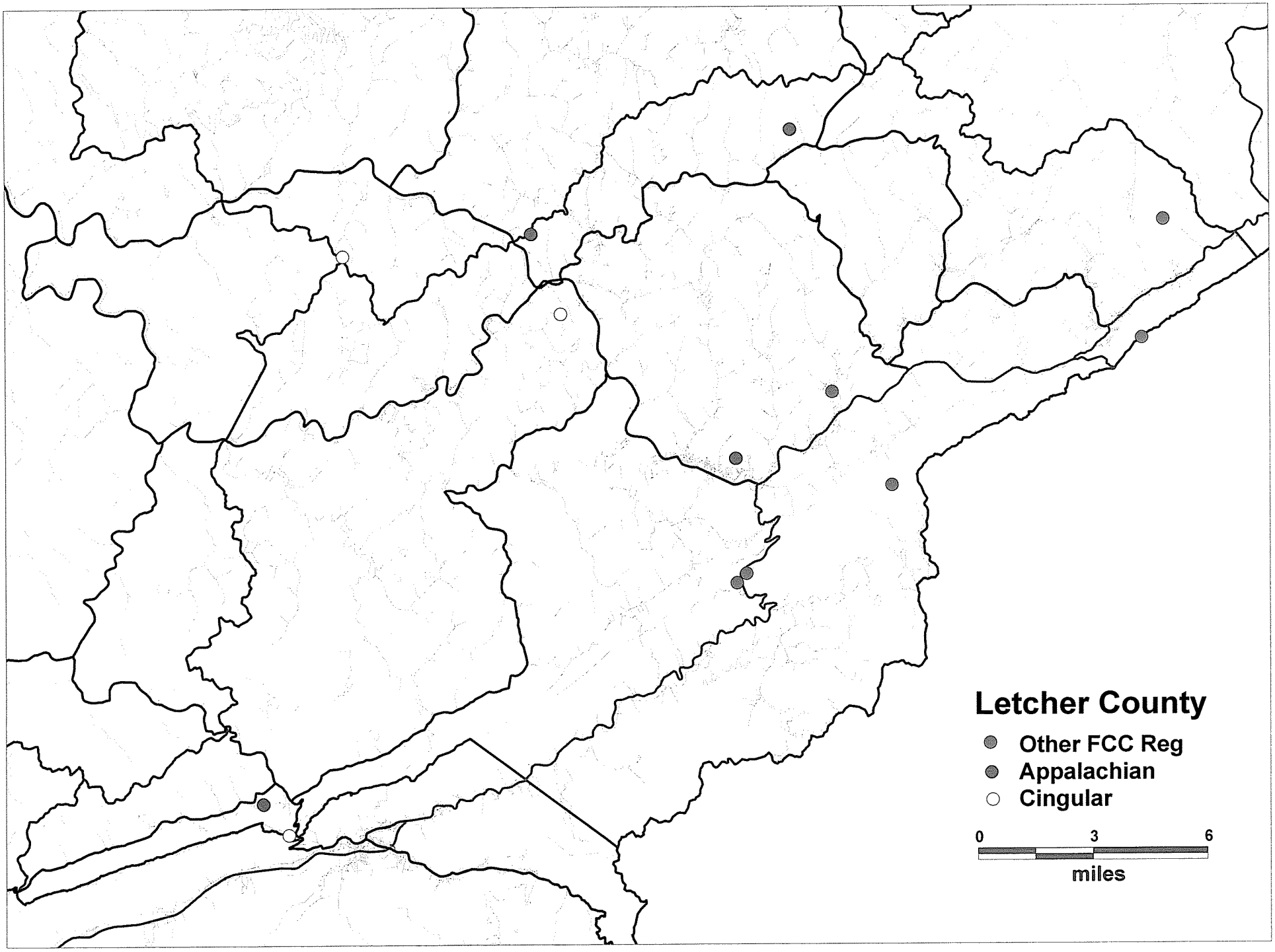
6. ALL EXCAVATIONS IN AREAS OF EXISTING UTILITIES SHALL BE PERFORMED BY HAND.

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

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

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

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


Letcher County
Other FCC Reg
Appalachian
Cingular
0
3
6
miles

Letcher County

Longitude	Latitude	Owner	FCC Reg	Height (m)	City	Status
-82.895397	37.175878	Cingular Wireless proposed site called Isom	tbd	tbd	Isom, KY	proposed
-83.025056	36.979444	NEW CINGULAR WIRELESS PCS, LLC, site called Cumberland	1010610	80.5	LYNCH, KY	Constructed
-82.738611	37.110833	LETCHER COUNTY BROADCASTERS DBA = WIFX RADIO	1022062	39.6	WHITESBURG, KY	Constructed
-82.998806	37.198000	NEW CINGULAR WIRELESS PCS, LLC, site called Vicco	1043804	126.5	VICCO, KY	Constructed
-82.766944	37.146111	T C W BROADCASTING INC DBA = WTCW AM RADIO STATION	1043899	124.0	WHITESBURG, KY	Constructed
-82.909167	37.206111	MOUNTAINEER CELLULAR, LLC DBA = KENTUCKY CELLULAR	1059211	61.0	ISOM, KY	Constructed
-82.620278	37.166389	LETCHER COUNTY BROADCASTING, INC.	1059275	76.0	NEAR JENKINS, KY	Constructed
-82.807722	37.077694	MEGACOM COMMUNICATIONS	1061533	95.3	WHITESBURG, KY	Constructed
-82.812222	37.074167	HIGHLAND COMMUNICATIONS INC (Cingular co-location called Whitesburg)	1065267	49.0	WHITESBURG, KY	Constructed
-82.610000	37.211111	Mega Communications, Inc. (Cingular co-location called Jenkins)	1222747	121.9	jenkins, KY	Granted
-82.786444	37.245194	East Kentucky Network, LLC	1236766	99.1	Deane, KY	Constructed
-82.812778	37.120972	East Kentucky Network, LLC	1239460	99.1	Whitesburg, KY	Constructed
-83.037222	36.991111	East Kentucky Network, LLC	1246220	82.3	Gordon, KY	Granted

EXHIBIT E
CO-LOCATION REPORT

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

May 9, 2005

To Whom It May Concern:

Dear Sir or Madam:

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

David R. Czarnecki
RF Design Engineer

EXHIBIT F
FAA DETERMINATION OF NO HAZARD TO AIR SAFETY

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

Aeronautical Study No.
2005-ASO-1535-OE

Issued Date: 4/22/2005

DANA MCNATT
CINGULAR WIRELESS (DANA)
17330 PRESTON ROAD
DALLAS, TX 75252

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

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

Structure Type:	Antenna Tower
Location:	Isom, KY
Latitude:	37-10-34.01 NAD 83
Longitude:	82-53-47
Heights:	420 feet above ground level (AGL)
	2310 feet above mean sea level (AMSL)

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

As a condition to this Determination, the structure should be marked and/or lighted in accordance with FAA Advisory Circular 70/7460-1 AC 70/7460-1K Change 1,
Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12.

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

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

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

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

This determination expires on 10/22/2006 unless:

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

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

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

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

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

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

If we can be of further assistance, please contact our office at (404)305-5589. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2005-ASO-1535-OE.

Signature Control No: 416915-363147 (DNE)

Cesar I Perez
Specialist

Attachment(s)
Case Description
Frequency Data

7460-2 Attached

Case Description for ASN 2005-ASO-1535-OE

The applicant is proposing to construct a 420` antenna tower.

Frequency Data for ASN 2005-ASO-1535-OE

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

EXHIBIT G
APPLICATION TO KENTUCKY AIRPORT ZONING COMMISSION

INSTRUCTIONS INCLUDED

TC 56-50E (Rev. 01/05)

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

Kentucky Aeronautical Study Number

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

1. APPLICANT -- Name, Address, Telephone, Fax, etc.
Margaret Colpa
Cingular Wireless, LLC
17330 Preston Road
Suite 100A
Dallas, TX 75252

2. Representative of Applicant -- Name, Address, Telephone, Fax
Lisa Glass
Cingular Wireless, LLC
5310 Maryland Way
Brentwood, TN 37027

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

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

5. Work Schedule: Start February 08, 2005 End February 08, 2006

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

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

8. FAA Aeronautical Study Number _____

9. Latitude: 37 ° 10 ' 34 . 014 "

10. Longitude: 82 ° 53 ' 47 . 003 "

11. Datum: ☒ NAD83 ☐ NAD27 ☐ Other _____

12. Nearest Kentucky City: Isom County Letcher

13. Nearest Kentucky public use or Military airport:
Lonesome Pine Airport

14. Distance from #13 to Structure: 20.71 NM

15. Direction from #13 to Structure: Northwest

16. Site Elevation (AMSL): 1,889.80 Feet

17. Total Structure Height (AGL): 420.00 Feet

18. Overall Height (#16 + #17) (AMSL): 2,309.80 Feet

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

20. Description of Location: (Attach USGS 7.5 minute Quadrangle Map or an Airport layout Drawing with the precise site marked and any certified survey)
Please see attached topographical map.

21. Description of Proposal:
Frequency List attached.
New structure will be a 400' tower with a 20' lightning rod. Overall tower tip will be 420' AGL.
Market: Allen
Site ID: 6080
Site Address: Arthur Adams Road, Isom, KY 41824

22. Has a "NOTICE OF CONSTRUCTION OR ALTERATION" (FAA Form 7460-1) been filed with the Federal Aviation Administration?
☐ No ☒ Yes, When February 08, 2005

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.

Stephen Parker, SAM on behalf of Cingular Wireless — Printed Name and Title

Signature

2/20/05 — Date

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

Commission Action:

☐ Chairman, KAZC ☐ Administrator, KAZC

☐ Approved

☐ Disapproved _____ Date _____

EXHIBIT H
GEOTECHNICAL REPORT

GEOTECHNICAL EXPLORATION

PROPOSED ISOM CELL TOWER
ISOM, KENTUCKY

ATC Project No. 27.26358.4G02

Prepared For:

GENERAL DYNAMICS
9900 Corporate Campus Drive, Suite 3000
Louisville, Kentucky 40223

Attention: Mr. Steve Parker

May 6, 2005

ATC ASSOCIATES INC.
Environmental, Geotechnical and Materials Professionals

132 Citizens Boulevard
Simpsonville, KY 40067
www.atcassociates.com
502-722-1401
Fax 502-722-1402

May 6, 2005

General Dynamics
9900 Corporate Campus Drive
Suite 3000
Louisville, Kentucky 40223

Attention: Mr. Steve Parker

Re: **Geotechnical Exploration**
Isom Cell Tower
Isom, Kentucky
ATC Project No. 27.26358.4G02

Dear Mr. Parker:

ATC Associates Inc. (ATC) is pleased to present our Geotechnical Exploration Report for the referenced project. The report contains our findings, interpretation of these findings based on provided project information and our experience, and geotechnical related recommendations to aid design and construction of the proposed facility. We appreciate the opportunity to be of service to you on this project. If you have any questions regarding this report, please contact us at your convenience.

Cordially,
ATC Associates Inc.

Thomas K. Quick
Staff Scientist

STATE OF KENTUCKY
JOSEPH S. COOKE
21244
LICENSED PROFESSIONAL ENGINEER

Joseph S. Cooke, P.E.
Senior Engineer
Licensed Kentucky 21244

Copies submitted: (4) Addressee

Attachments: Report of Geotechnical Exploration

TABLE OF CONTENTS

APPENDIX

1.0 INTRODUCTION

ATC Associates Inc. (ATC) completed a Geotechnical investigation of the proposed Isom Cell Tower property located along Arthur Adams Road in Isom, Letcher County, Kentucky during March 2005. This report documents our findings.

1.1 Purpose and Scope

The purpose of this study was to explore the subsurface conditions at the site and to develop geotechnical engineering recommendations necessary for the design and construction of the project. The recommendations pertaining to design and construction are included in Section 4.0. All findings, conclusions and recommendations included herein are subject to the warranty and limitations in Section 5.0.

1.2 Project Characteristics

Project information was provided in phone conversations with Mr. Donald Day with General Dynamics, and Mr. Joe Cooke, P.E. with ATC, and in the site data package dated November 15, 2004. Although the site package indicates a self-supporting tower, we understand the project will consist of a new guyed tower of unspecified height. We have assumed a height of at least 350 feet. Based on information from the structural design firm, Central Tower, we understand the tower structural loads will be on the order of:

Vertical Load:	144 kips
Horizontal Shear:	37 kips
Uplift:	37 kips

We also assume that 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 and the flat site, minimal grading operations are anticipated.

The site consists of a square-shaped property approximately 0.25 acres (100 ft by 100 ft) plus the anchor locations, and is currently undeveloped and primarily grass-covered. The site exists within a larger tract of land consisting of 75 acres including 3 residential buildings and wooded areas. There were no structures on the site at the time of ATC's site reconnaissance. The property is situated immediately north of Arthur Adams Road, with vacant grass covered hill top surrounding the property on three sides and a wooded hillside on the north side of the proposed lease area, which is in a predominately rural area of Isom, Kentucky. Figure 1 in the Appendix shows the approximate site location.

2.0 EXPLORATORY PROCEDURES

2.1 Field Exploration

The subsurface exploration consisted of drilling and sampling four borings (one at the center and one at each guyed wire anchor) to depths from 30 to 40 feet. The centerline of the tower and the guyed wire locations were staked by the project surveyor, and actual boring locations were determined from these locations. The approximate boring locations are shown on the Boring Location Plan in the Appendix. For a full description of each boring please see the Soil Test Boring logs in the Appendix. The ground surface elevation was reported in the site data package as 1919 feet MSL.

Field sampling and testing by ATC are in general accordance with ASTM procedures and established geotechnical engineering practice. The borings were drilled with a track-mounted rotary drill rig using hollow stem augers to advance the borehole. Representative soil samples were obtained by the split-barrel sampling procedure in general accordance with the appropriate ASTM standard. The Appendix contains brief descriptions of field procedures as well as the data obtained.

2.2 Laboratory Study

Laboratory testing was performed in general accordance with ASTM procedures. The samples were classified in the field and the laboratory by the project engineer based on visual observation, texture and plasticity. The laboratory testing consisted of performing water content tests and Atterberg Limits tests on representative soil samples. Information from these tests was used in conjunction with field penetration data to evaluate soil strength in-situ, volume change potential and soil classification. The Appendix contains brief descriptions of laboratory procedures as well as a table showing the results of the laboratory testing.

3.0 EXPLORATORY FINDINGS

3.1 Subsurface Conditions

Drilling was conducted on the site on February 28 and March 1, 2005 in the presence of Mr. Tom Quick, of ATC. The subsurface conditions were explored by drilling four (4) soil test borings at the approximate locations shown on the Boring Location Plan in the Appendix. For a full description of each boring please see the Soil Test Boring logs in the Appendix.

Overlying the site, approximately 0 to 2 inches of topsoil was encountered in all the borings. Underneath the topsoil, the borings encountered mine spoil fill to the full depth of each boring. Where sampled, the mine spoil consisted of shale and sandstone spoils with clay and some minor coal. Standard Penetration Test (SPT) N-values ranged from 2 to 100+ blows per foot (bpf) (with a typical value of about 12), sampled as very soft to hard soil conditions. Borings were terminated within the mine spoil at depths of 20 to 30 feet.

Split-spoon refusal was achieved in boring B-2 at a depth of 4.9 and 9.8 feet. Coring or rock auguring was performed at each location (26 feet of coring in B-1, and 10+ feet rock auguring in the remaining borings) at apparent boulders in the mine spoil fill.

3.2 Site Geology

The USGS Blackey Geologic Quadrangle Map, dated 1976, indicates that the site is underlain by the Breathitt Formation. The Breathitt Formation in this area consists of mostly shale, siltstone, sandstone, coal and underclay. There are numerous coal beds identified within the Breathitt Formation. The nearest mapped coal bed is the Hazard Coal bed. The Hazard coal zone has been mined chiefly by strip and auger methods, but locally where coal beds thicken, as on the ridge top east of Blair Branch, there are significant reserves that may be recoverable by underground mining. Detailed mining reviews or related assessments were not within our scope of services.

3.3 Groundwater Conditions

The borings were monitored for the presence and level of groundwater immediately after boring completion. Free water was encountered in Boring B-4 at a depth of 4.0 feet. No groundwater was encountered in the remaining borings at the time of drilling. Short-term water readings made in clayey soils may not give a reliable indication of the actual groundwater level. Also groundwater level is generally not stationary, but will fluctuate seasonally. Water affecting project construction will likely be attributed to isolated pockets of water within the soil mass or near the soil/rock interface.

4.0 DISCUSSION AND RECOMMENDATIONS

Design recommendations for the proposed tower and the lightly loaded equipment building are presented in the following paragraphs.

The primary geotechnical concern is the mine spoil fill that underlies most of the proposed cell tower site. Based on the topographic and geologic maps, the mine spoil seems to have been placed between 1960 and 1990. No records of the fill placement procedure were made known to us and we have not been provided with any documentation of quality control when any of the fill was placed. The fill thickness is estimated to be at least 40+ feet based upon topographical map

review and site observation of the hillside. Typical mine spoil fill is not compacted and contains areas of soft soils.

Uncontrolled mine spoil fills such as this are ordinarily not considered to be reliable enough for foundation support and have often exhibited structurally significant movements over time, especially for heavy loading conditions. The movements arise from consolidation of the soft, organic zones and raveling of fines out of fill. These movements often appear in the form of surface depressions or dropouts. Differential settlement (due to the overall settlement of the deepest zones compared to the nearby thin clay overlying bedrock) can also be a problem. The behavior of such material under loading cannot be accurately predicted.

Typical alternatives for mine spoil sites include mass removal and recompaction of the material, or rock-bearing foundations. Because of the extent of the fill materials, we believe the tower can best be constructed with the latter.

4.1 Tower Foundation

We anticipate that the center structure of the guyed tower will be supported on a single foundation, with the tower anchored by 3 guy anchors.

We believe the proposed tower should be constructed on a drilled pier extending through the mine spoil fill a minimum of 2 feet into competent bedrock (sandstone or shale). Based on the subsurface conditions encountered in the borings, the following tower pier foundation design parameters are recommended for the two different materials at the site:

Material	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)	Total Unit Weight (pcf)
A	Mine Spoil	100	0	250	0°	250	100	130
B	Bedrock	2,500	20,000	2,500	30°	0	120	130

Bedrock is assumed to be at least 40 feet deep at most locations (possibly over 50 feet).

The above values have factors of safety of 1.5 to 3. The cohesion, internal friction angle, and lateral subgrade modulus values are based on correlated values and our experience with similar conditions, and are considered approximate. These values should, therefore, be considered approximate. Total settlement of drilled piers designed using the above parameters is anticipated to be less than 1½ inches.

Due to the potential affects of frost action and construction disturbance, the upper 3 feet of mine spoil material should be ignored. Due to the potential for variable subsurface conditions, ATC recommends that our representative be present during drilled pier excavation to evaluate the bearing materials and to provide any field engineering changes as necessary. This will help to ensure adequate lateral and uplift resistance, length of pier, and suitable bearing materials.

In order to facilitate clean out and possible dewatering of the pier excavations, the drilled pier foundations should be designed with a minimum shaft diameter of 30 inches. Some form of temporary casing will be required to support the sides of the hole, due to the inconsistent nature of mine spoil fill. Both the sides and bottom of the excavations should experience minimal disturbance during construction, and it is essential that all loose material be removed from the bottom of the excavation prior to reinforcing steel and concrete placement.

4.2 Guy Anchors

It is likely the most economical construction for the guy anchors would be as concrete "monoliths" with their dead weight being used to anchor the loading. To support the monoliths, foundations can be sized for an allowable soil bearing pressure of 1,500 pounds per square feet.

The guy anchor blocks must be designed to resist both the uplift and horizontal components of the guy cable forces. The uplift force can be resisted by the dead weight of the anchor block as well as the soil material that is placed over the anchor block. Unless a very high factor of safety is used, only the weight of the soil immediately above and within the perimeter of the anchor

block should be used in calculating uplift resistance. It is recommended that a safety factor of at least 1.2 be used for calculating uplift resistance from an anchor block, provided only the weight of the anchor block and the soil immediately above it are used to resist uplift forces.

The horizontal component of the guy force is resisted by the "passive" earth pressure that is developed along the face of the anchor block. No passive resistance should be included for any portion of the anchor block that is located within the upper 2.0 feet.

If the guys will utilize rock anchors, the following parameters should be used:

- Extend the anchors at least 6 feet into the bedrock
- Working grout-bond strength of 15 pounds per square inch (psi)
- Ultimate grout-bond strength of 50 psi.

4.3 Equipment Building Foundations

The proposed equipment shed may be supported on shallow footings. Foundations may be sized using a maximum allowable bearing pressure of 1,500 pounds per square foot (psf).

All foundation excavations should be evaluated by the geotechnical engineer or his representative to ensure the bearing materials will provide a suitable foundation support. Regardless of computed dimensions, all foundations should be at least two feet wide to allow inspection and adequate re-bar placement. Acceptance criteria of bearing conditions should be established by the geotechnical engineer at the time of construction. Foundations should bear at least 30 inches below exterior grades for frost protection.

4.4 Site Preparation

Because of the complexity of this site and the importance of performing the earth-related aspects of construction in accordance with the recommendations contained in this report, we strongly recommend that ATC be used to observe all cut, fill, and foundation excavations.

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.

The site appears to be within a foot or so of finished subgrade. However, if any additional structural fill is to be placed, the following guidelines should be used. Structural fill underlying all structures, roadways, and other site improvements should be placed in 8-inch maximum loose lifts and compacted to at least 95 percent of the maximum standard Proctor dry density. Moisture content should be maintained from plus or minus 2 percent of the standard Proctor optimum moisture content.

The geotechnical engineer should be retained to monitor fill placement on the project and to perform density tests as each lift of fill is placed in order to evaluate compliance with the design requirements.

4.5 Site Seismic Classification

Based on our findings and the 2002 Kentucky Building Code, section 1615, we recommend using a site classification of D for the site seismic design.

5.0 WARRANTY AND LIMITATIONS OF STUDY

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either express or implied. ATC Associates Inc. is not responsible for the independent conclusions, opinions or recommendations made by others based on the field exploration and laboratory test data presented in this report.

A geotechnical study is inherently limited since the engineering recommendations are developed from information obtained from test borings that only depict subsurface conditions at the specific locations, times and depth shown on the logs. Soil conditions at other locations may differ from

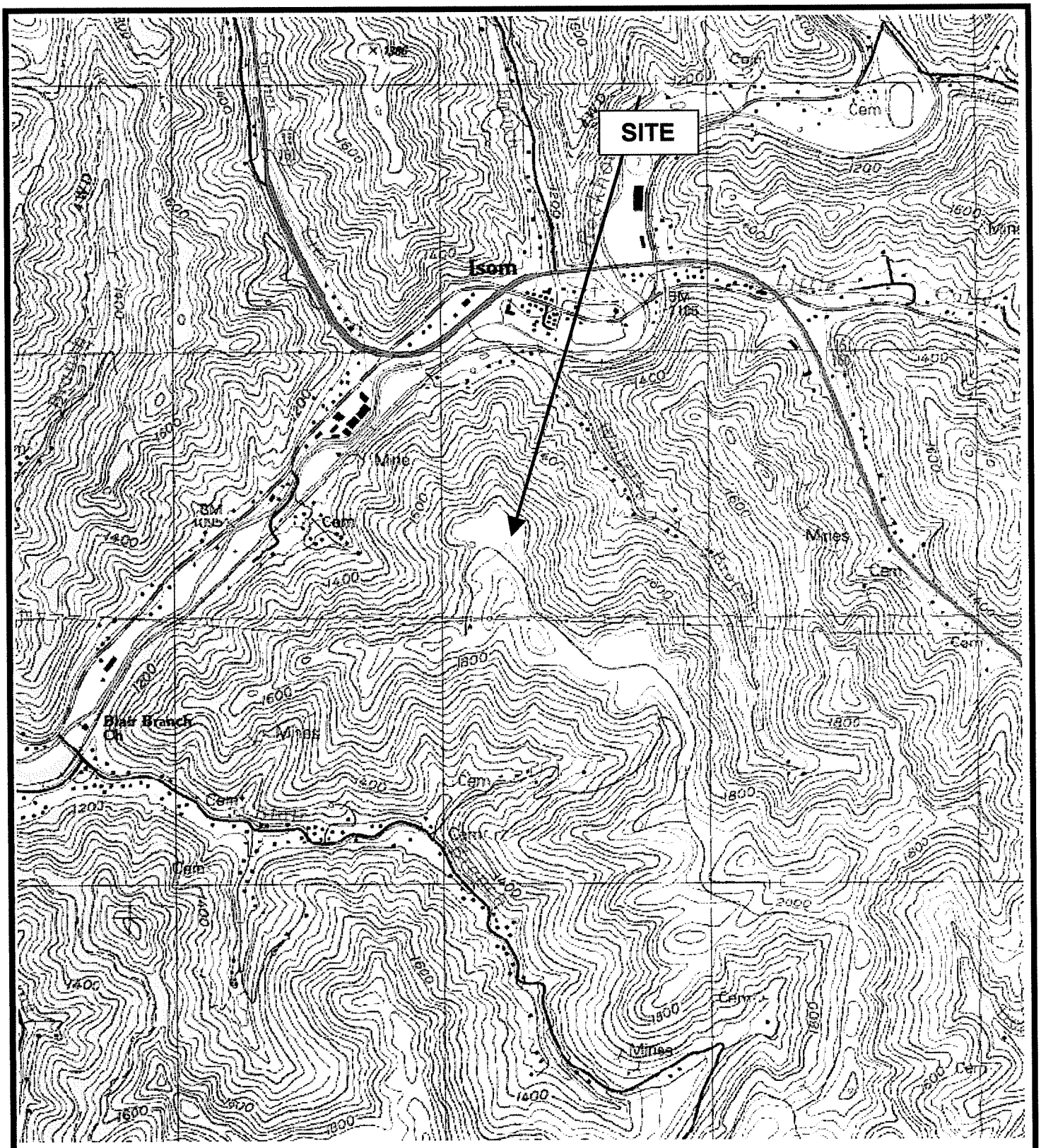
those encountered in the test borings, and the passage of time may cause the soil conditions to change from those described in this report.

The nature and extent of variation and change in the subsurface conditions at the site may not become evident until the course of construction. Construction monitoring by the geotechnical engineer or his representative is therefore considered necessary to verify the subsurface conditions and to check that the soils connected construction phases are properly completed. If significant variations or changes are in evidence, it may then be necessary to reevaluate the recommendations of this report. Furthermore, if the project characteristics are altered significantly from those discussed in this report, if the project information contained in this report is incorrect, or if additional information becomes available, a review must be made by this office to determine if any modification in the recommendations will be required.

There are risks associated with building on old, undocumented fill. It is not possible to investigate or design to eliminate the possibility of future settlement related problems, other than the design of the entire structure bearing on deep foundations embedded into competent bedrock. This option would likely prove cost-prohibitive. However, compliance with the recommendations set forth in this report can help to reduce this risk. In any event, the Owner must understand and accept this risk.

APPENDIX

SITE VICINITY MAP
BORING LOCATION PLAN
SOIL TEST BORINGS
FIELD PROCEDURES
LEGEND TO SOIL CLASSIFICATION AND SYMBOLS
LABORATORY TESTING SUMMARY TABLE
LABORATORY TESTING PROCEDURES



SOURCE: USGS Blackey QUADRANGLE, KENTUCKY (7.5 MINUTE SERIES) TOPOGRAPHIC MAP, 1997. OBTAINED FROM Topozone.com

ATC ASSOCIATES INC.
132 Citizens Boulevard
Simpsonville, KY 40067
(502) 722-1401

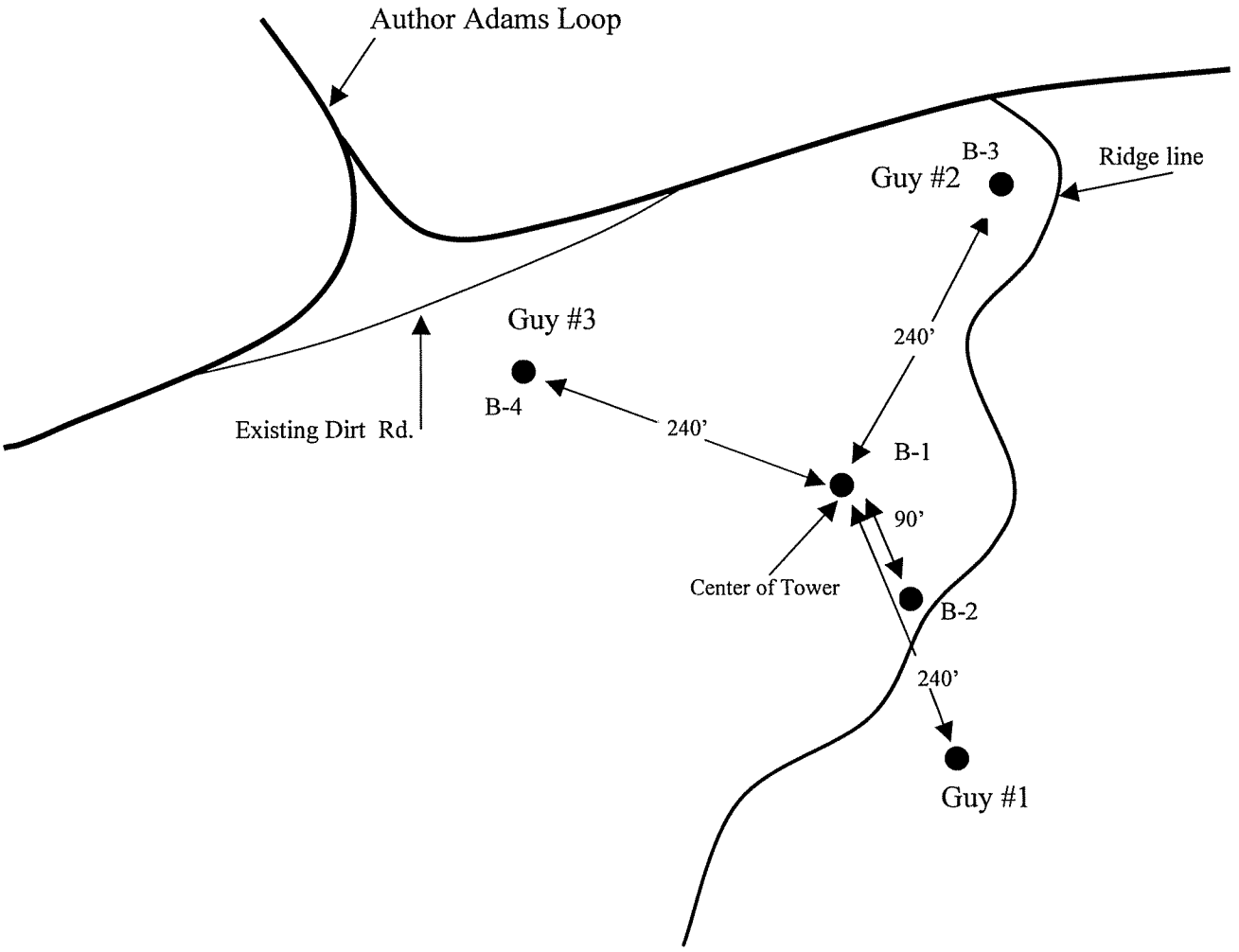
PROJECT NO: 27.26358.4G02		
DESIGNED BY: JT	SCALE:1"=2,000'	REVIEWED BY: JT
DRAWN BY: N/A	DATE: 12/04	FILE: Isom

FIGURE 1

SITE VICINITY MAP

Proposed Isom Cell Tower Sites
Located off Arthur Adams Loop
Isom, Letcher County, Kentucky

SKETCH



BORING LOCATION PLAN

ISOM CELL TOWER
ISOM, KY

N

NOTE: ADAPTED FROM SITE OBSERVATIONS BY ATC PERSONNEL, SCALE: NOT TO SCALE

GENERAL DYNAMICS

Drawn by: RR	Project No: 27.26358.4G02
Checked by: JSC	Figure Number: 2
Date: 03-02-05	ATC

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Fax (502) 722-1402

TEST BORING LOG

CLIENT General Dynamics
PROJECT NAME Isom Tower
PROJECT LOCATION Arthur Adams Loop
Isom, KY

BORING # B-1
JOB # 27.26358.4G02
DRAWN BY RR
APPROVED BY JC

DRILLING and SAMPLING INFORMATION

Date Started 2/28/05
Date Completed 2/28/05
Drill Foreman Hoard & Sons
Inspector TQ
Boring Method HSA

Hammer Wt. 140 lbs.
Hammer Drop 30 in.
Spoon Sampler OD 2 in.
Rock Core Dia. 2 in.
Shelby Tube OD 3 in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, N - blows/foot	Qu-tsf Unconfined Compressive Strength	PP-tsf Pocket Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Percent Passing #200 Sieve	Remarks
MINE SPOILS FILL, recovered samples consisted of brown and gray LEAN CLAY, SHALE, and SANDSTONE, sand and gravel with some minor areas of coal, dry to very moist, sampled as VERY SOFT TO FIRM soil, mines spoils likely contain numerous cobbles and boulders			1	SPT			7							
			2	SPT			2							
	4.0			CORE										
STARTED CORING DUE TO INCREASED BOULDER CONTENT		5												
		10												
		15												
		20												
		25												
BORING TERMINATED AT 30.0 feet	30.0	30												

Sample Type
SPT - Standard Penetration Test
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools ____ ft.
At Completion (in augers) ____ ft.
At Completion (open hole) ____ ft.
After ____ hours ____ ft.
After ____ hours ____ ft.
Cave Depth ____ ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling

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TEST BORING LOG

CLIENT General Dynamics
PROJECT NAME Isom Tower
PROJECT LOCATION Arthur Adams Loop
Isom, KY

BORING # B-2
JOB # 27.26358.4G02
DRAWN BY RR
APPROVED BY JC

DRILLING and SAMPLING INFORMATION

Date Started 3/1/05
Date Completed 3/1/05
Drill Foreman Hoard & Sons
Inspector TQ
Boring Method HSA

Hammer Wt. 140 lbs.
Hammer Drop 30 in.
Spoon Sampler OD 2 in.
Rock Core Dia. 2 in.
Shelby Tube OD 3 in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, N - blows/foot	Qu-tsf Unconfined Compressive Strength	PP-tsf Pocket Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Percent Passing #200 Sieve	Remarks
MINE SPOILS FILL, recovered samples consisted of brown and gray LEAN CLAY, SHALE, and SANDSTONE, sand and gravel with some minor areas of coal, dry to very moist, sampled as FIRM TO HARD soil, mines spoils likely contain numerous cobbles and boulders			1	SPT			7							
			2	SPT			15							
		5	3	SPT			50							
			4	SPT			6							
			5	SPT			50							
		10												
STARTED CORING DUE TO INCREASED BOULDER CONTENT	10.5		6	CORE										
		15												
		20												
BORING TERMINATED AT 20.5 feet	20.5													

Sample Type
SPT - Standard Penetration Test
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools ____ ft.
At Completion (in augers) ____ ft.
At Completion (open hole) ____ ft.
After ____ hours ____ ft.
After ____ hours ____ ft.
Cave Depth ____ ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling

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TEST BORING LOG

CLIENT General Dynamics
PROJECT NAME Isom Tower
PROJECT LOCATION Arthur Adams Loop
Isom, KY

BORING # B-3
JOB # 27.26358.4G02
DRAWN BY RR
APPROVED BY JC

DRILLING and SAMPLING INFORMATION

Date Started	3/1/05	Hammer Wt.	140 lbs.
Date Completed	3/1/05	Hammer Drop	30 in.
Drill Foreman	Hoard & Sons	Spoon Sampler OD	2 in.
Inspector	TQ	Rock Core Dia.	2 in.
Boring Method	HSA	Shelby Tube OD	3 in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, N - blows/foot	Qu-tsf Unconfined Compressive Strength	PP-tsf Pocket Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Percent Passing #200 Sieve	Remarks
MINE SPOILS FILL, recovered samples consisted of brown and gray LEAN CLAY, SHALE, and SANDSTONE, sand and gravel with some minor areas of coal, dry to very moist, sampled as SOFT TO STIFF soil, mines spoils likely contain numerous cobbles and boulders			1	SPT			15							
			2	SPT			14							
		5	3	SPT			4							
STARTED CORING DUE TO INCREASED BOULDER CONTENT	9.5	10	4	CORE										
		15												
BORING TERMINATED AT 20.0 feet	20.0	20												

Sample Type
SPT - Standard Penetration Test
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools _____ ft.
At Completion (in augers) _____ ft.
At Completion (open hole) _____ ft.
After _____ hours _____ ft.
After _____ hours _____ ft.
Cave Depth _____ ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling

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132 Citizens Blvd.
Simpsonville, KY 40067
(502) 722-1401
Fax (502) 722-1402

TEST BORING LOG

CLIENT General Dynamics
PROJECT NAME Isom Tower
PROJECT LOCATION Arthur Adams Loop
Isom, KY

BORING # B-4
JOB # 27.26358.4G02
DRAWN BY RR
APPROVED BY JC

DRILLING and SAMPLING INFORMATION

Date Started	3/1/05	Hammer Wt.	140 lbs.
Date Completed	3/1/05	Hammer Drop	30 in.
Drill Foreman	Hoard & Sons	Spoon Sampler OD	2 in.
Inspector	TQ	Rock Core Dia.	2 in.
Boring Method	HSA	Shelby Tube OD	3 in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics Recovery Graphics	Groundwater	Standard Penetration Test, N - blows/foot	Qu-tsf Unconfined Compressive Strength	PP-tsf Pocket Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Percent Passing #200 Sieve	Remarks
MINE SPOILS FILL, recovered samples consisted of brown and gray LEAN CLAY, SHALE, and SANDSTONE, sand and gravel with some minor areas of coal, dry to very moist, sampled asSOFT TO STIFF soil, mines spoils likely contain numerous cobbles and boulders			1	SPT			10							
			2	SPT			5							
		5	3	SPT			3							
STARTED CORING DUE TO INCREASED BOULDER CONTENT	9.5	10	4	CORE										
		15												
BORING TERMINATED AT 20.0 feet	20.0	20												

Sample Type
SPT - Standard Penetration Test
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools _____ ft.
At Completion (in augers) _____ ft.
At Completion (open hole) _____ ft.
After _____ hours _____ ft.
After _____ hours _____ ft.
Cave Depth _____ ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling

FIELD PROCEDURES

Split spoon samples were obtained by the Standard Penetration Test (SPT) procedure (ASTM D-1586) in the test borings. Representative portions of the soil samples were sealed in glass jars and returned to our laboratory.

For rock core samples; cores were retrieved and returned to our laboratory where the refusal material was identified and the core recovery and Rock Quality Designation (RQD) were determined. The RQD is the percentage of the core recovered in hard, sound and naturally unbroken pieces 4 inches or greater in length. The recovery and RQD are related to the soundness and continuity of the refusal material.

The boring logs are included along with a sheet defining the terms and symbols used on the logs and an explanation of the Standard Penetration Test (SPT) procedure. The logs present visual descriptions of the soil strata encountered, Unified System soil classifications, groundwater observations, sampling information, laboratory test results, and other pertinent field data and observations.

There are risks associated with building on old, undocumented fill materials. It is not possible to investigate or design to eliminate the possibility of future settlement related problems, other than the design of the entire structure bearing on deep foundations embedded into competent bedrock. This option would likely prove cost-prohibitive. However, compliance with the recommendations set forth in this report can help to reduce this risk. In any event, the Owner must understand and accept this risk.

LEGEND TO SOIL CLASSIFICATION AND SYMBOLS

SOIL TYPES

(Shown in Graphic Log)


Fill


Asphalt


Topsoil


Gravel


Sand


Silt


Lean Clay


Fat Clay


Silty Sand


Clayey Sand


Sandy Silt


Clayey Silt


Sandy Clay


Silty Clay


Limestone


Sandstone


Siltstone


Shale

CONSISTENCY OF COHESIVE SOILS

CONSISTENCY	STD. PENETRATION RESISTANCE BLOWS/FOOT
Very Soft	0 to 2
Soft	3 to 4
Firm	5 to 8
Stiff	9 to 15
Very Stiff	16 to 30
Hard	Over 30

RELATIVE DENSITY OF COHESIONLESS SOILS

CONSISTENCY	STD. PENETRATION RESISTANCE BLOWS/FOOT
Very Loose	0 to 4
Loose	5 to 10
Firm	11 to 20
Very Firm	21 to 30
Dense	31 to 50
Very Dense	Over 50

ESTIMATED RELATIVE MOISTURE CONDITION

(Visual classification relative to assumed optimum moisture content (OMC) of standard proctor)

Dry	- Air dry to dusty
Slightly Moist	- Dusty to approximately -2% OMC
Moist	- Approximately between ±2% OMC
Very Moist	- From approximately +2% to nearly saturated
Wet	- Contains free water or nearly saturated

PARTICLE SIZE IDENTIFICATION

Boulders	Over 6"
Gravel	
Coarse	6" - ½"
Fine	½" - 2 mm
Sand	
Coarse	2 mm - 0.6 mm
Medium	0.6 mm - 0.2 mm
Fine	0.2 mm - 0.06 mm
Silt	0.06 mm - 0.005 mm
Clay	Less than 0.005 mm

RELATIVE HARDNESS OF ROCK

Very soft	Pieces 1 inch or more in thickness can be broken by finger pressure; can be scratched readily by fingernail.
Soft	May be broken with fingers.
Medium	May be scratched with a nail; corners and edges may be broken with fingers.
Moderately Hard	Moderate blow of hammer required to break sample.
Hard	Hard blow of hammer required to break sample.
Very Hard	Several hard blows of hammer required to break sample.

SAMPLER TYPES

(Shown in Sampler Column)


Shelby Tube


Split Spoon


Rock Core


Grab Sample


No Recovery

TERMS

Standard Penetration Resistance The Number of Blows of a 140 lb. Hammer Falling 30 in. Required to Drive a 1.4 in. I.D. Split Spoon Sampler 1 Foot. As Specified in ASTM D-1586. Also commonly referred to as an "N" value.

REC Recovery - Total Length of Rock Recovered in the Core Barrel Divided by the Total Length of the Core Run Times 100%

RQD Rock Quality Designation - Total Length of Sound Rock Segments Recovered that are Longer Than or Equal to 4" (mechanical breaks excluded) Divided by the Total Length of the Core Run Times 100%.

VATC ASSOCIATES INC.

LABORATORY TESTING SUMMARY TABLE

Sample ID	Depth (feet)	Sample Type	Atterburg Limits			USCS Symbol	Moisture Content (%)	Minus #200 Sieve (%)
			LL	PL	PI			
B-1 S-2	1.5-3.0	SPT					15.7	
B-2 S-1	0.0-1.5	SPT	35.7	21.7	14		17.3	
B-2 S-2	1.5-3.0	SPT					16.4	
B-3 S-2	1.5-3.0	SPT					11.3	
B-4 S-3	4.0-5.5	SPT					19.0	

Sample ID	Depth (feet)	Sample Type	Unconfined Compressive Strength (psi)

Project Name: Isom Cell Tower
Project Number: 27.26358.4G02
Project Location: Isom, KY
Table Checked by: J.Cooke

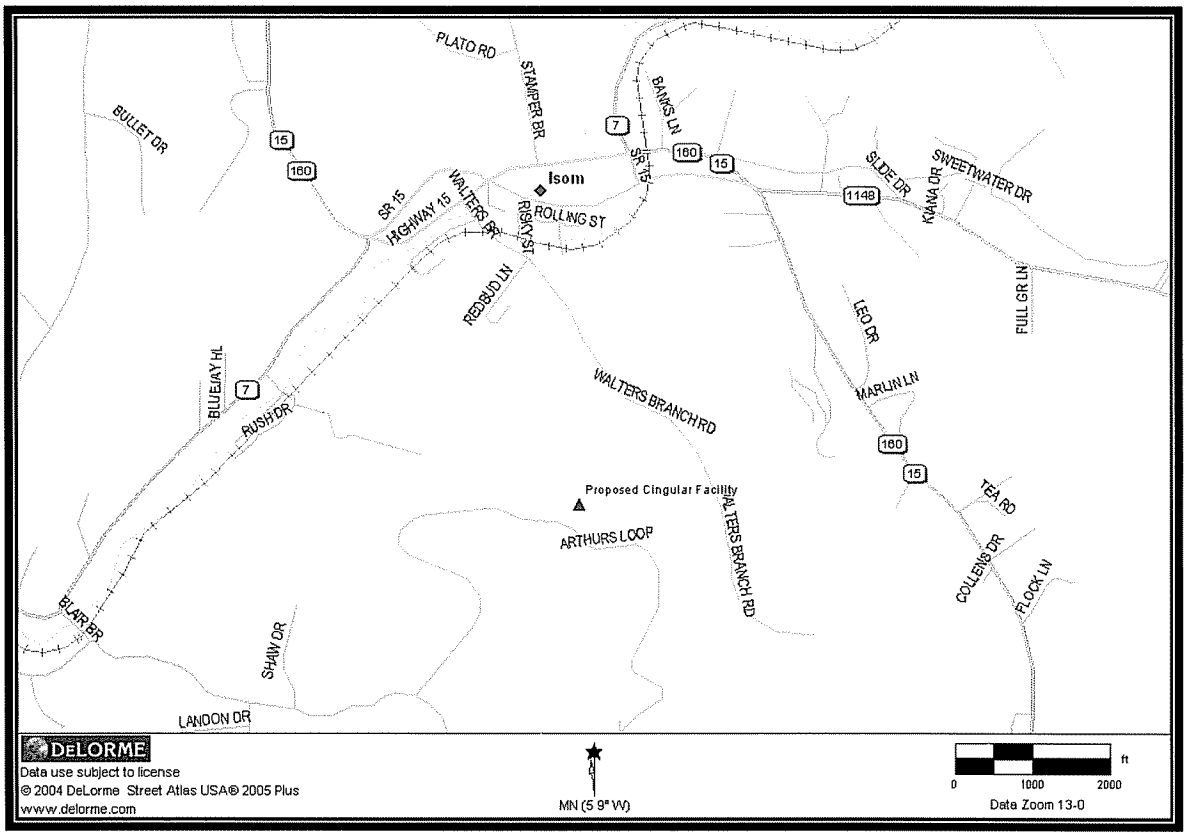
Date: 3/11/05
ATC Associates Inc.
Simpsonville, Kentucky

LABORATORY TESTING PROCEDURES

The split-spoon samples and the rock core samples were inspected and visually classified by a geotechnical engineer in general accordance with the Unified Soil Classification System and the boring logs edited as necessary. To aid in classifying the soil samples and to check the general soil characteristics, natural moisture content, and Atterberg Limits tests were performed on selected samples. Other tests performed vary from project to project, however all tests were performed according to ASTM standards. The results of these tests are included on the Laboratory Testing Summary Table.

EXHIBIT I
DIRECTIONS TO WCF SITE

Directions to Proposed Cingular Facility
Site Name: Isom



- **From the Letcher County seat in Whitesburg, take SR 15 northwest out of town to SR 160. Turn left on SR 160 and travel to Bee Tree Fork Road. Turn right on Bee Tree Fork Road and travel to Blair Road. Turn right on Blair Road and travel to Arthurs Loop. Turn right on Arthurs Loop and travel to the site located on the right.**

- **Prepared by: Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. Toll free 1-800-516-4293.**

EXHIBIT J
COPY OF REAL ESTATE AGREEMENT

Site Name: Isom

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT, made this 11 day of June, 2005, by and between **John M Holbrook and Anna Reath Holbrook, husband and wife** (the "LANDLORD"), and New Cingular Wireless PCS, LLC, a Delaware 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 **Arthur Adams Road** in **Letcher County**, State of **Kentucky** (the "**Parent Tract**"), and TENANT desires to obtain an option to lease a portion of such real property, containing approximately **Ten Thousand (10,000)** square feet, together with a right of way thereto, and if TENANT chooses to erect a guyed tower; easements for the purpose of anchoring and mounting guy wires extending from TENANT's tower which shall extend approximately 280 feet in all directions from the base of the tower; as hereinafter described (such portion of real property, such right of way, and easements 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 **November 15th, 2005** (the "**Option Period**"). At TENANT's election, the Option Period may be extended for one additional period of six (6) months, through and including **May 15th, 2006**, 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 nearest public right of way, which is known as **Arthur Adams Road**, to the Leased Property, as such right of way is shown on Exhibit "B" hereto. Said easement and right of ingress and egress shall extend to the guy anchors for the purpose of maintenance, inspection, and installation.

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. TENANT's obligation to pay Rent is contingent upon TENANT's receipt of a W-9 form setting forth the tax identification number of the LANDLORD or the person or entity to whom Rent checks are to be made payable as directed in writing by the LANDLORD.

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

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

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

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

for the initial term.

5. **Continuance of Lease**. If, at least six (6) months prior to the end of the fourth (4th) extended term, either LANDLORD or TENANT has not given the other written notice of its desire that the term of this Agreement end at the expiration of the fourth (4th) extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4th) extended term.

6. **Use**. TENANT shall use the Leased Property for the purpose of constructing, maintaining and operating a communications facility and any and all uses incidental thereto, which facility may consist of such buildings or equipment cabinets as are necessary to house telecommunications equipment, a free standing monopole, guyed or three sided antenna structure of sufficient height, as determined by TENANT now or in the future, to meet the telecommunications needs of TENANT and its subtenants, licensees and sublicensees, any and all necessary appurtenances, and a security fence of chain link or comparable construction that may, at the option of TENANT, be placed around the perimeter of the Leased Property which may include the tower's anchor guy points (collectively, the "**Communications Facility**"). The Communications Facility may be operated at frequencies licensed to TENANT and/or its affiliates. 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. TENANT shall have the right to clear all trees, undergrowth, or other obstructions and to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees and limbs which may interfere with or fall upon TENANT's tower or tower's guy wires. LANDLORD shall not be allowed to use the Leased Property or the Surrounding Property in any manner which would cause interference with the operation of the Communications Facility or any equipment installed therein or thereon. In the event there is interference due to LANDLORD's actions or usage, LANDLORD shall immediately take all steps necessary to eliminate the interference including, if required, cutting off power to any and all objectionable equipment. Based on standard and accepted engineering practices, if LANDLORD cannot eliminate the interference within twenty-four (24) hours of its inception, LANDLORD shall immediately remove the objectionable equipment and/or cease operations.

7. **Governmental Approvals**. LANDLORD shall cooperate with TENANT in its effort to obtain and maintain in effect all certificates, permits, licenses and other approvals required by governmental authorities for TENANT's use of the Leased Property. The obligations of LANDLORD as set forth herein during the Option Period with respect to governmental approvals shall continue throughout the term of this Agreement. If at any time during the term of this Agreement, TENANT is unable to use the Leased Property for a Communications Facility in the manner intended by TENANT due to imposed zoning conditions or requirements, or in the event that after the exercise of the Option, any necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable governmental authority, or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Leased Property for a Communications Facility in the manner intended by TENANT, TENANT shall have the right to terminate this Agreement by written notice to LANDLORD. In such case, LANDLORD shall retain all rentals paid to LANDLORD prior to the termination date. Upon such termination, LANDLORD and TENANT shall have no other further obligations to each other, other than TENANT's obligation to remove its property as hereinafter provided.

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

9. **Insurance**. Subject to Section 10 below, TENANT shall, at its sole cost and expense, at all times during the term of this Agreement maintain in effect a policy or policies of insurance: a) covering its personal property located on the Leased Property and TENANT's improvements to the Leased Property, providing protection against any peril included under

insurance industry practices within the classification "fire and extended coverage," providing protection as deemed desirable by TENANT with respect to its personal property and to the full insurable value of TENANT's improvements; and b) commercial general liability insurance with minimum limits of $1,000,000 for injury to or death of one or more persons in any one occurrence and $1,000,000 for damage to or destruction of properties in any one occurrence. TENANT shall name the LANDLORD as an additional insured as its interest may appear in regards to the aforementioned general liability insurance policy and shall furnish LANDLORD with a certificate of insurance upon request by the LANDLORD.

10. **Self- Insurance**. TENANT shall have the right to self-insure with respect to any of the above insurance requirements.

11. **Indemnification**.

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

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

12. **Sale of Leased Property**.

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

(b) In the event any person, corporation, partnership, limited liability

company or other legal entity (the "**Buyer**") shall deliver to LANDLORD a bona fide, written offer to purchase the Leased Property or any part thereof, whether separate or as part of the LANDLORD's Surrounding Property, signed by Buyer and containing all terms and conditions of the proposed purchase, which offer LANDLORD desires to accept, then LANDLORD shall give TENANT notice of such offer, which notice shall state the name and address of Buyer, include a true and correct copy of such offer, and contain an offer by LANDLORD to sell the Leased Property to TENANT on the same terms and conditions as contained in such offer. Within thirty (30) days upon TENANT's receipt of the notice, TENANT may accept LANDLORD's offer by notice to LANDLORD. If TENANT shall fail to accept LANDLORD's offer within the thirty (30) day period, LANDLORD may sell the Leased Property to Buyer on the terms and conditions set forth in Buyer's offer. In any event, any sale of the Leased Property shall be subject to all the terms and conditions of this Agreement, as the same may be amended from time to time, and TENANT's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Leased Property or LANDLORD's Surrounding Property.

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

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

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

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

15. **Condemnation**. If notice is given to LANDLORD that the Leased Property will be condemned by any legally constituted public authority, then LANDLORD shall promptly notify TENANT of such taking or condemnation. If the whole of the Leased Property,

or such portion thereof as will make the Leased Property unusable by TENANT for the purposes herein leased (as determined by TENANT in its sole discretion), is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall terminate and expire at such time as possession thereof is taken by the public authority, and rental shall be accounted for as between LANDLORD and TENANT as of that date. However, nothing in this paragraph shall be construed to limit or adversely affect TENANT's right to seek an award of compensation from any public authority that is seeking condemnation proceeding for the taking of TENANT's leasehold interest hereunder or for the taking of TENANT's improvements, fixtures, equipment or personal property.

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

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

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

documentation is received by TENANT.

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

20. **Opportunity to Cure**.

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

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

21. **Notices**. Except as otherwise provided herein, any notices or demands

which are required by law or provided under the terms of this Agreement shall be given or made by LANDLORD or TENANT in writing and shall be given by hand delivery, telegram or other similar communication, or sent via facsimile confirmed by an original hard copy sent as otherwise provided herein, or by certified or registered mail, or by a national overnight receipted delivery service which provides signed acknowledgments of receipt (including Federal Express, UPS, Emery, Purolator, DHL, Airborne and other similar couriers delivery services), and addressed to the respective parties set forth below. Such notices shall be deemed to have been given in the case of hand deliveries, when delivered; in the case of telegrams, facsimiles or similar communications when sent; in the case of certified or registered mail when deposited in the United States mail with postage prepaid, and in the case of overnight receipted delivery service the day the notice is deposited with the overnight delivery service. Every notice, demand, or request hereunder shall be sent to the addresses listed below:

If to LANDLORD:	John M. Holbrook 552 Walter Branch Road Isom, KY 41824 606-633-9186
If to TENANT:	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 15 E. Midland Ave ~~5565 Glenridge Connector, Suite 1700~~ ~~Atlanta, GA 30342~~ Paramus, NJ 07652 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 one (1) years rent. 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. **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.

28. **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.

29. **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.

30. **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).

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

32. **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:

John M Holbrook
BY:

John M Holbrook
Print Name:

Title: Owner

Date: 5 - 18 - 05

LANDLORD:

Anna Reath Holbrook
BY: Reath

Anna Holbrook
Print Name:

Title: Owner

Date: 5-18-05

STATE OF Kentucky

COUNTY OF Letcher

Before me, Sandra Holbrook, notary public of the State and County aforesaid, personally appeared John M Holbrook & Anna R. Holbrook 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 Lessor / Landlord / Owner (title) (or other officer authorized to execute the instrument) for ——, the within named bargainor, a ——, and that he (she) as such representative, executed the foregoing instrument for the purpose therein contained, and signed the name of John M Holbrook & Anna Reath Holbrook by himself (herself) as Lessor / Landlord / Owner (title).

Witness my hand and seal, at office in Kentucky, this 18th day of May, 2005.

Sandra Holbrook
Notary Public

My Commission Expires: July 7, 2008

TENANT: **New Cingular Wireless PCS, LLC**
a Delaware limited liability company,
d/b/a Cingular Wireless

William Plantz

Title: Executive Director

Date: 6/11/05

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, _____, notary public of the State and County aforesaid, personally appeared William Plantz, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath, acknowledged himself to be Executive Director (or other officer authorized to execute the instrument) for New Cingular Wireless PCS, LLC, the within named bargainor, a Delaware 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 as Executive Director.

Witness my hand and seal, at office in Brentwood, TN, this 11 day of June, 2005.

Notary Public

My Commission Expires: 4-9-06

EXHIBIT "A"

Parent Tract Description

EXHIBIT A

Commitment No. 5008

Beginning at a stake on Kentucky 15 Highway right of way and South East Coal Co. line; thence N 89 degrees 0 7 S for 289.13 ft. to a stake in center of Rockhouse Creek; thence S 5 degrees 52 feet E for 485.11 feet up Rockhouse Creek to a stake in center of Rockhouse Creek; thence S 89 degrees 07' W to a stake; thence N 4 degrees 34' W. 486 feet back to the Beginning. Containing 3.2 acres, more or less.

Being the same property conveyed to John M. Holbrook and Anna Reath Holbrook, his wife, by Deed recorded July 23, 1990 and of record in Deed Book 295, Page 206, office of the Letcher County, Kentucky Court Clerk (90% interest). Anna Reath Holbrook holds a separate10% interest by Affidavit of Descent of record in Deed Book 214, Page 221, office aforesaid.

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: Isom

Site Sketch

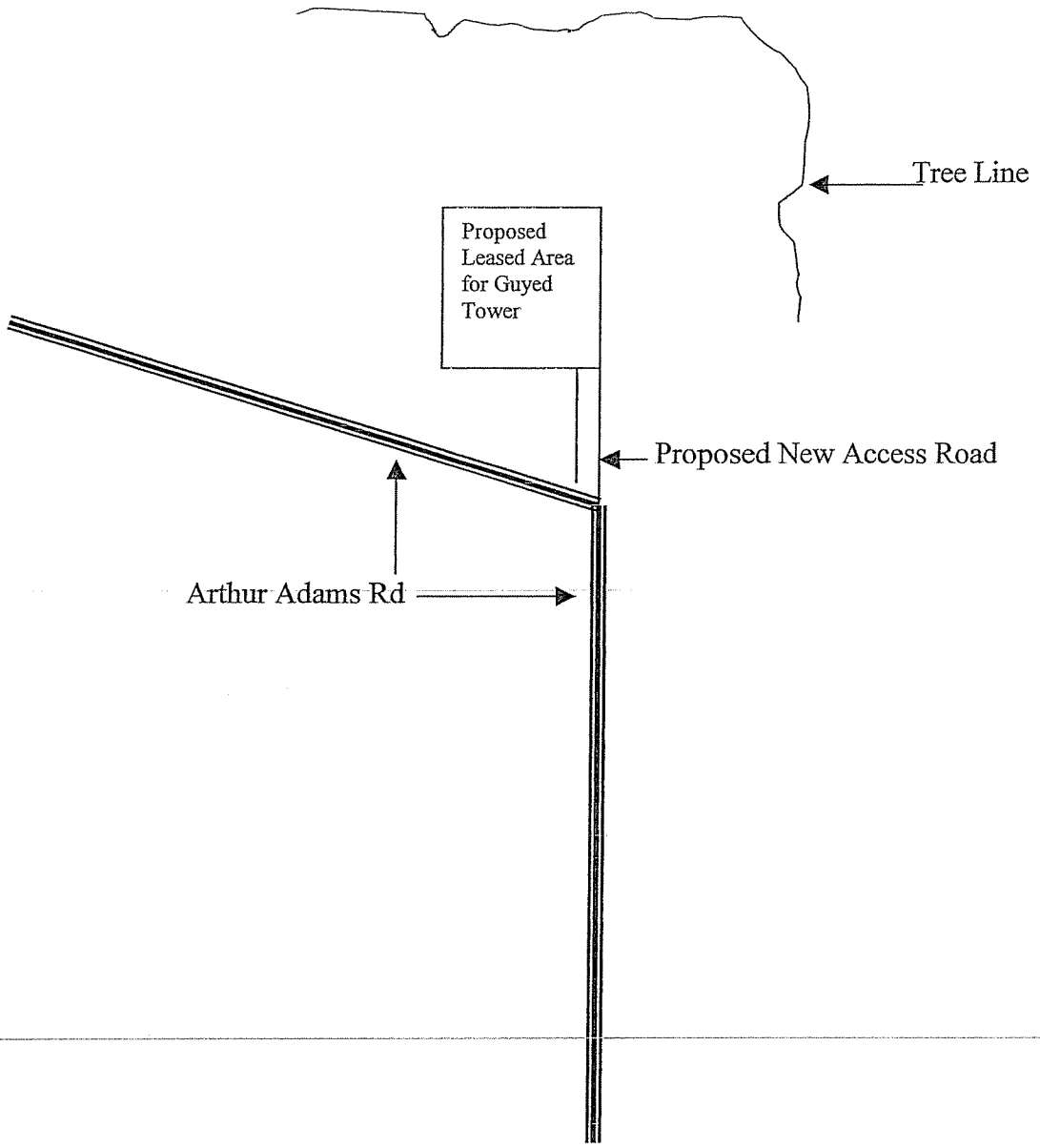


EXHIBIT K
NOTIFICATION LISTING

ISOM LANDOWNER NOTICE LISTING

David A. & Denise Mullins
P.O. Box 16
Isom, KY 41824

Danny C. Jr. & Evelyn Taylor
730 Walters Branch
Isom, KY 41824

David H. Ison
140 Walters Branch
Isom, KY 41824

Mose Adams (Heirs)
c/o Arlie Adams
1421 Blair Branch
Jeremiah, KY 41826

Wm D. Stamper
6521 Fenton
Dearborn Heights, MI 48127

Daniel Craft Life Estate
1073 Blair Branch
Jeremiah, KY 41826

Terry Joe & Rhonda Adams
Box 65
Isom, KY 41824

John M. & Anna R. Holbrook
552 Walters Branch Road
Isom, KY 41824

Wesley J. Caudill Heirs
c/o Jack Wayne Sexton
122 Low Gap Road
Isom, KY 41824

Gregory Dane Ison
470 Walters Branch
Isom, KY 41824

Verlin & Gladys Bailey
Box 386
Isom, KY 41824

Doyle Jr. & Donna Roe
134 Isom Drive
Isom, KY 41824

Gary & Wanda Crown
P.O. Box 400
Isom, KY 41824

EXHIBIT L
COPY OF PROPERTY OWNER NOTIFICATION

PIKE
LEGAL

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

Notice of Proposed Construction of
Wireless Communications Facility
Site Name: Isom

Dear Landowner:

New Cingular Wireless PCS, LLC has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at Arthur Adams Road, Letcher County, Isom, Kentucky 41824 (37° 10' 34.014" North latitude, 82° 53' 47.003" West longitude). The proposed facility will include a 400-foot tall antenna tower, plus related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

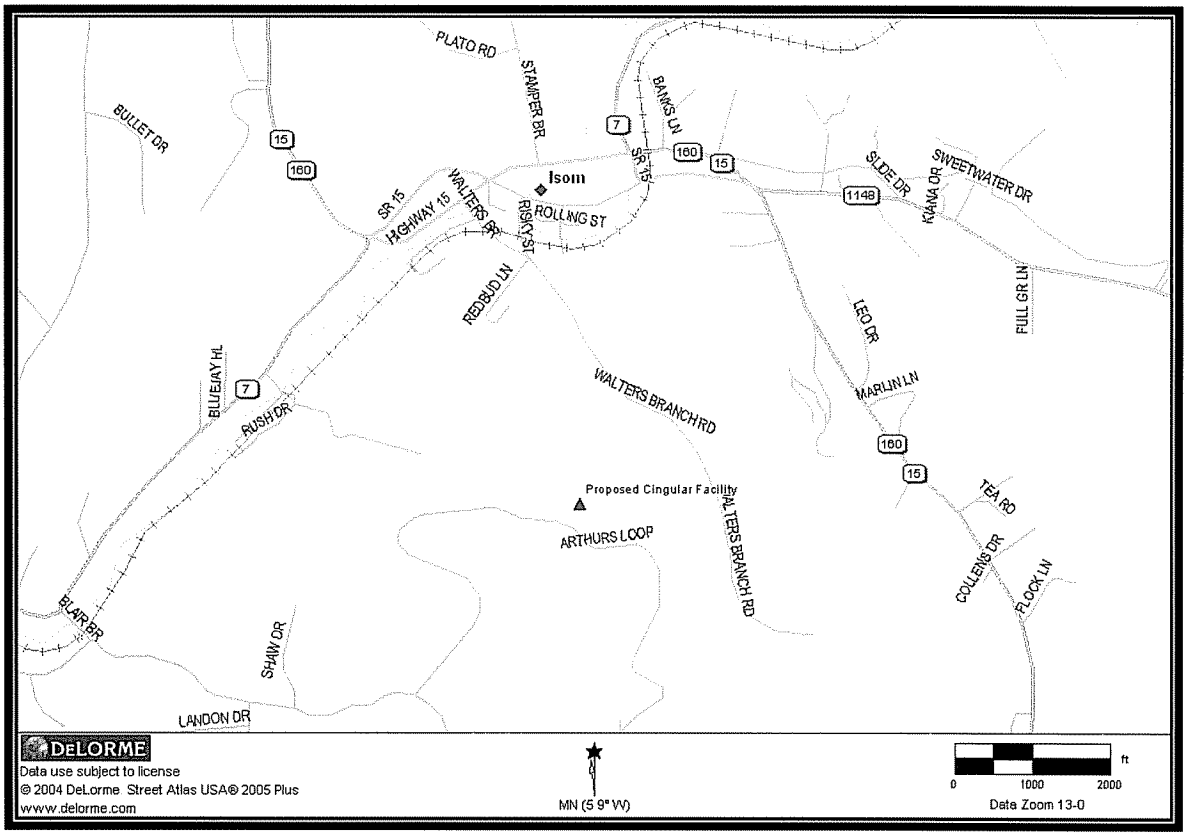
This notice is being sent to you because the Letcher County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to 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 2005-00263 in any correspondence sent in connection with this matter.

We 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 us toll free at (800) 516-4293 if you have any comments or questions about this proposal.

Sincerely,
David A. Pike
Attorney for New Cingular Wireless PCS, LLC

enclosure

Directions to Proposed Cingular Facility
Site Name: Isom



- **From the Letcher County seat in Whitesburg, take SR 15 northwest out of town to SR 160. Turn left on SR 160 and travel to Bee Tree Fork Road. Turn right on Bee Tree Fork Road and travel to Blair Road. Turn right on Blair Road and travel to Arthurs Loop. Turn right on Arthurs Loop and travel to the site located on the right.**

- **Prepared by: Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. Toll free 1-800-516-4293.**

EXHIBIT M
COPY OF COUNTY JUDGE/EXECUTIVE NOTICE

PIKE
LEGAL

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

June 29, 2005

VIA CERTIFIED MAIL

Hon. Carroll A. Smith
Letcher County Judge Executive
156 Main Street, Suite 107
Whitesburg, KY 41858-7286

RE: Notice of Proposal to Construct Wireless Communications Facility
Kentucky Public Service Commission Docket No. 2005-00263
Site Name: Isom

Dear Judge Smith:

New Cingular Wireless PCS, LLC has filed an application with the Kentucky Public Service Commission (the "PSC") to construct a new wireless communications facility at Arthur Adams Road, Letcher County, Isom, Kentucky 41824 (37° 10' 34.014" North latitude, 82° 53' 47.003" West longitude). The proposed facility will include a 400-foot tall antenna tower, plus related ground facilities. 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 2005-00263 in any correspondence sent in connection with this matter.

We 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.

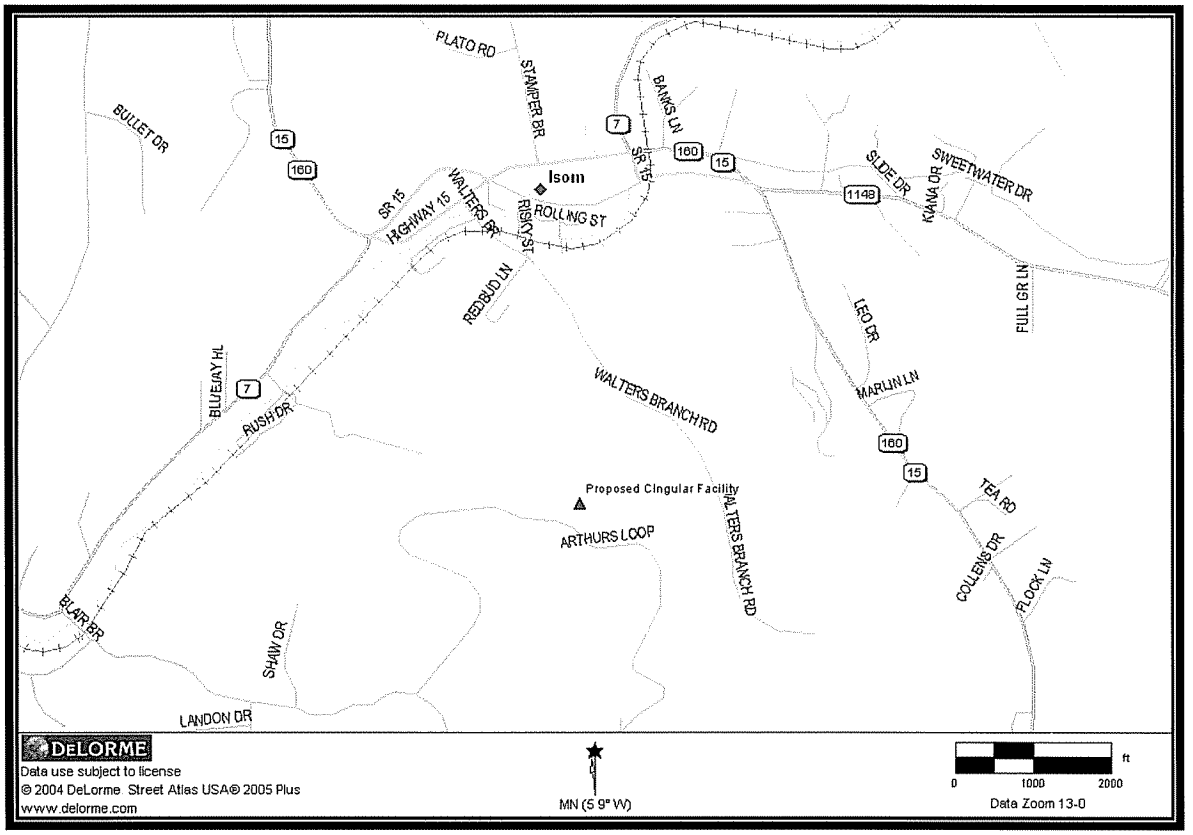
Please feel free to contact us with any comments or questions you may have.

Sincerely,

David A. Pike
Attorney for New Cingular Wireless PCS, LLC

Enclosure

Directions to Proposed Cingular Facility
Site Name: Isom



- **From the Letcher County seat in Whitesburg, take SR 15 northwest out of town to SR 160. Turn left on SR 160 and travel to Bee Tree Fork Road. Turn right on Bee Tree Fork Road and travel to Blair Road. Turn right on Blair Road and travel to Arthurs Loop. Turn right on Arthurs Loop and travel to the site located on the right.**

- **Prepared by: Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. Toll free 1-800-516-4293.**

EXHIBIT N
COPY OF POSTED NOTICES

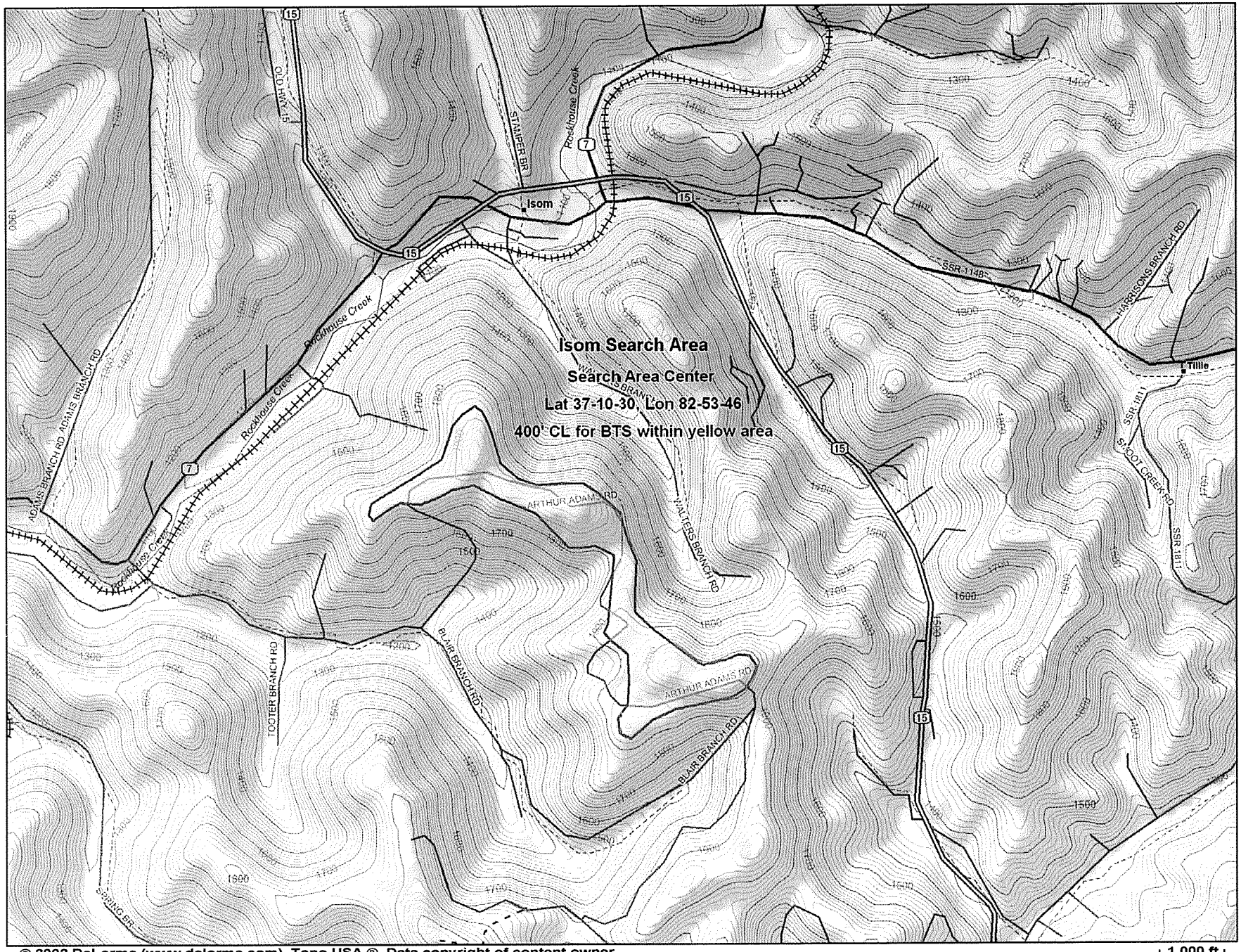
ISOM NOTICE SIGNS

Two notice signs two (2) feet by four (4) feet in size, with the following text printed in black against a white background. The text in bold on each sign should be printed in letters at least four (4) inches high.

New Cingular Wireless PCS, LLC, 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 2005-00263 in your correspondence.

New Cingular Wireless PCS, 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 2005-00263 in your correspondence.

EXHIBIT O
COPY OF RADIO FREQUENCY DESIGN SEARCH AREA



Scale: 1 : 24,000 Map Rotation: 0° Magnetic Declination: 5.6°W

1,000 ft