



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

September 23, 2005

RECEIVED

SEP 26 2005

PUBLIC SERVICE  
COMMISSION

**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: Hwy 92, Pineville, Bell County, Kentucky 40977  
Applicant: New Cingular Wireless PCS, LLC  
Site Name: Warren

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 Bell County outside the jurisdiction of a planning commission. We have also enclosed two (2) additional copies of this cover letter. Thank you for your assistance and do not hesitate to contact us if you have any comments or questions concerning this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'DAP', with a stylized flourish at the end.

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

Enclosures

**COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION**

RECEIVED

SEP 26 2005

PUBLIC SERVICE  
COMMISSION

In the Matter of:

THE APPLICATION OF )  
NEW CINGULAR WIRELESS PCS, LLC )  
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC )  
CONVENIENCE AND NECESSITY TO CONSTRUCT )  
A WIRELESS COMMUNICATIONS FACILITY AT )  
HWY 92, PINEVILLE, KENTUCKY 40977 )  
IN THE WIRELESS COMMUNICATIONS LICENSE AREA )  
IN THE COMMONWEALTH OF KENTUCKY )  
IN THE COUNTY OF BELL )

CASE NO.: 2005-00381

SITE NAME: WARREN

\*\*\*\*\*

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

New Cingular Wireless PCS, LLC, successor in interest to BellSouth Mobility, LLC, d/b/a Cingular Wireless – Kentucky (“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 Hwy 92, Pineville, Bell County, Kentucky 40977 (36°44'37.470" North latitude, 83°46'57.729" 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 Oscoe Davidson Irrevocable Trust pursuant to a Deed recorded at Deed Book 132, Page 287 and Misc. Book 17, Page 394 in the office of the Bell County Clerk. The proposed WCF will consist of a 300-foot tall tower, with an approximately 20-foot tall lightning arrestor attached at the top, for a total height of 320-feet. The WCF will also include concrete foundations to accommodate the placement of the Applicant's proprietary radio electronics equipment. The equipment will be housed in a prefabricated cabinet or shelter that will contain: (i) the transmitting and receiving equipment required to connect the WCF with the Applicant's users in Kentucky, (ii) telephone lines that will link the WCF with the Applicant's other facilities, (iii) battery back-up that will allow the Applicant to operate even after a loss of outside power, and (iv) all other necessary appurtenances. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as **Exhibit B** and **Exhibit C**. Periodic

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

7. A list of competing utilities, corporations, or persons is attached as **Exhibit D**, along with three (3) maps of suitable scale showing the location of the proposed new construction as well as the location of any like facilities located anywhere within the map area, along with a map key showing the 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 Determination of No Hazard to Air Navigation by the FAA is attached as **Exhibit F**.

11. A copy of the Kentucky Airport Zoning Commission ("KAZC") Approval of the Application for the proposed WCF is attached as **Exhibit G**.

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, a Division of SPX Corporation, ("Tower Manufacturer") performed the tower and foundation design. The tower and foundation drawings for the proposed tower submitted as part of **Exhibit C** bear the signature and stamp of 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 John Charles. Page C-1 of **Exhibit B** 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 Bell 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 Bell 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 located is a heavily wooded and unused. There are no residential structures located within a 500-foot radius of the proposed tower location.

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

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

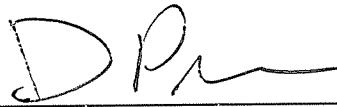
26. All Exhibits to this Application are hereby incorporated by reference as if fully set out as part of the Application.

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

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

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

Respectfully submitted,



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

<b>FCC Registration Number (FRN):</b> 0012362919	
<b>Call Sign:</b> KNKN673	<b>File Number:</b>
<b>Radio Service:</b> CL - Cellular	
<b>Market Number</b> CMA453	<b>Channel Block</b> A
<b>Sub-Market Designator</b> 0	

<b>Market Name</b> Kentucky 11 - Clay
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<b>Grant Date</b> 08/21/2001	<b>Effective Date</b> 01/25/2005	<b>Expiration Date</b> 10/01/2011	<b>Five Yr Build-Out Date</b> 11/29/1996	<b>Print Date</b> 09/21/2005
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**Site Information**

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.	
3	36-54-29.1 N	084-08-04.7 W	479.4	83.3	1043806	
Address			City	County	State	Construction Deadline
FABER CELL SITE - 0.15 MILE WEST OF 175, 0.7 MILE SSW OF INTERCHANGE 24, 2 MILES			CORBIN	WHITLEY	KY	

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

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.	
4	36-44-50.1 N	084-08-43.6 W	469.7	62.2	1043812	
Address			City	County	State	Construction Deadline
UPON KING MOUNTAIN 0.2 MILE NNW			WILLIAMSBURG	WHITLEY	KY	

OF SR-92 1.0 MILE ENE OF				
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<b>Antenna: 1 Azimuth (degrees from true north)</b>	0°	45°	90°	135°	180°	225°	270°	315°
<b>Antenna Height AAT (meters)</b>	162.6	118.1	217.4	130.7	166.8	123.5	173.2	184.4
<b>Transmitting ERP (watts)</b>	49.420	48.180	74.800	55.450	51.040	45.070	71.430	49.420

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

**Control Points**

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

**Waivers/Conditions**

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

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

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

**FCC 601 - C  
 August 2002**

**CLOSE WINDOW**

**EXHIBIT B**

**SITE DEVELOPMENT PLAN:**

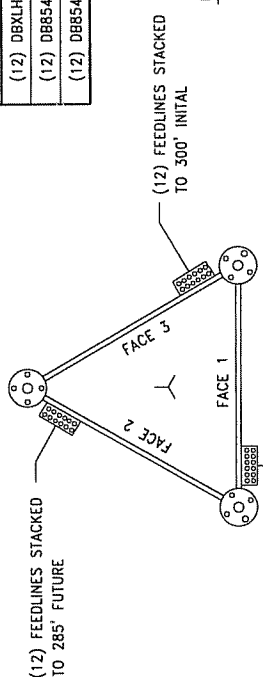
**500' VICINITY MAP  
LEGAL DESCRIPTIONS  
FLOOD PLAIN CERTIFICATION  
SITE PLAN  
VERTICAL TOWER PROFILE**

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

MEMBER CHART

SECTION	ELEVATION	FACE SIZE	LEGS	GIRTS		CLIMBING	SECTION WEIGHT (lbs.)
				DIAGONALS	HORIZONTALS		
A	0' - 20'	23.00' - 21.54'	4-3/4	L 4 x 4 x 1/4	N/A	NOTE: 3	7025
B	20' - 40'	21.54' - 20.08'	4-3/4	L 3-1/2 x 3-1/2 x 1/4	N/A	NOTE: 3	6525
C	40' - 60'	20.08' - 18.62'	4-1/2	L 3-1/2 x 3-1/2 x 1/4	N/A	NOTE: 3	5975
D	60' - 80'	18.62' - 17.15'	4-1/2	L 3-1/2 x 3-1/2 x 1/4	N/A	NOTE: 3	5850
E	80' - 100'	17.15' - 15.69'	4-1/4	L 3 x 3 x 1/4	N/A	NOTE: 3	5075
F	100' - 120'	15.69' - 14.23'	4-1/4	L 3 x 3 x 3/16	N/A	NOTE: 3	4600
G	120' - 140'	14.23' - 12.77'	4	L 3 x 3 x 3/16	N/A	NOTE: 3	4075
H	140' - 160'	12.77' - 11.31'	4	L 2-1/2 x 2-1/2 x 3/16	N/A	NOTE: 3	3750
I	160' - 180'	11.31' - 9.85'	3-3/4	L 2-1/2 x 2-1/2 x 3/16	N/A	NOTE: 3	3350
J	180' - 200'	9.85' - 8.38'	3-3/4	L 2 x 2 x 3/16	N/A	NOTE: 3	3175
K	200' - 220'	8.38' - 6.92'	3-1/2	L 2 x 2 x 3/16	N/A	NOTE: 3	2825
L	220' - 240'	6.92' - 5.46'	3-1/2	L 2 x 2 x 3/16	N/A	NOTE: 3	2775
M	240' - 260'	5.46' - 4.00'	3-1/4	L 2 x 2 x 3/16	N/A	NOTE: 3	2450
N	260' - 280'	4.00'	2-1/2	7/8 S.R.	7/8 S.R.	NOTE: 3	1650
O	280' - 300'	4.00'	1-3/4	3/4 S.R.	3/4 S.R.	NOTE: 3	950

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

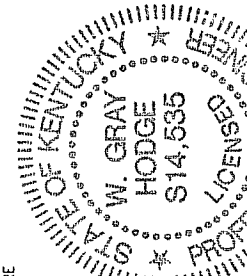


ANTENNA INFORMATION

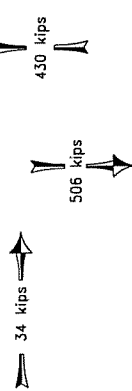
ANTENNA	ELEVATION	LINE
(12) DBXLH-9090C-VTM	@ 300'	1-5/8
(12) DB854DG85ESX	@ 285'	1-5/8
(12) DB854DG85ESX	@ 270'	1-5/8

DESIGN & DRAWING NOTES:

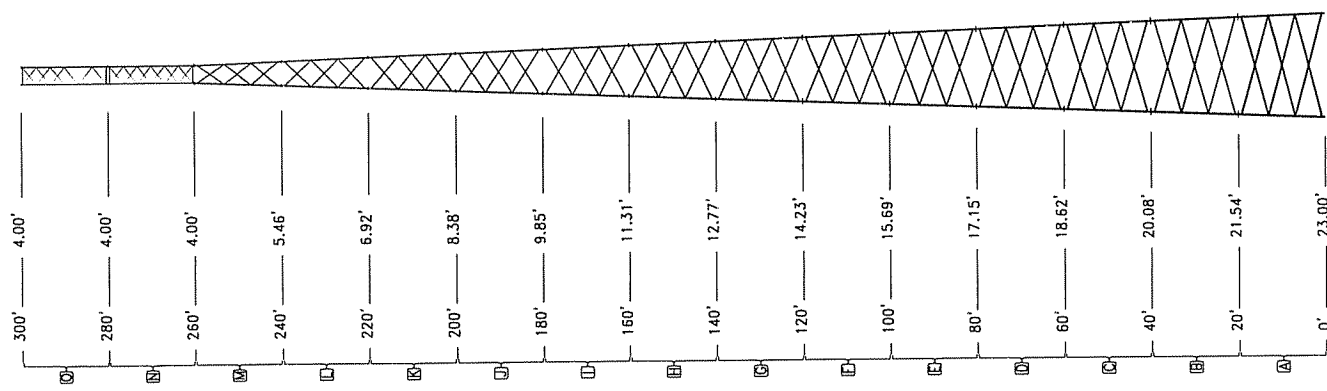
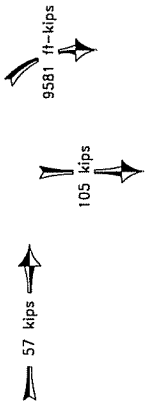
- SOME DETAIL HAS BEEN OMITTED FOR CLARITY OF ILLUSTRATION.
- TOWER STRUCTURE IS DESIGNED IN ACCORDANCE WITH ANSI/EIA-222-F STANDARDS FOR A BASIC WIND SPEED OF 85 MPH WITH 1/2" ICE.
- TOWER DESIGNED FOR STEP BOLTS AND DOUBLE STACKED CLIP-ON WAVEGUIDE LADDERS.
- ALL LEG & LEG FLANGE PL MATERIAL IS ASTM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



MAX INDIVIDUAL LEG LOADS



MAX TOTAL FOUNDATION LOAD



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

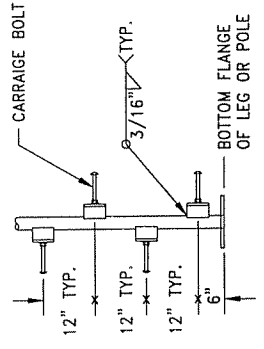
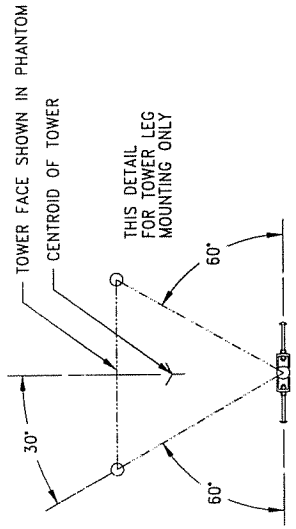
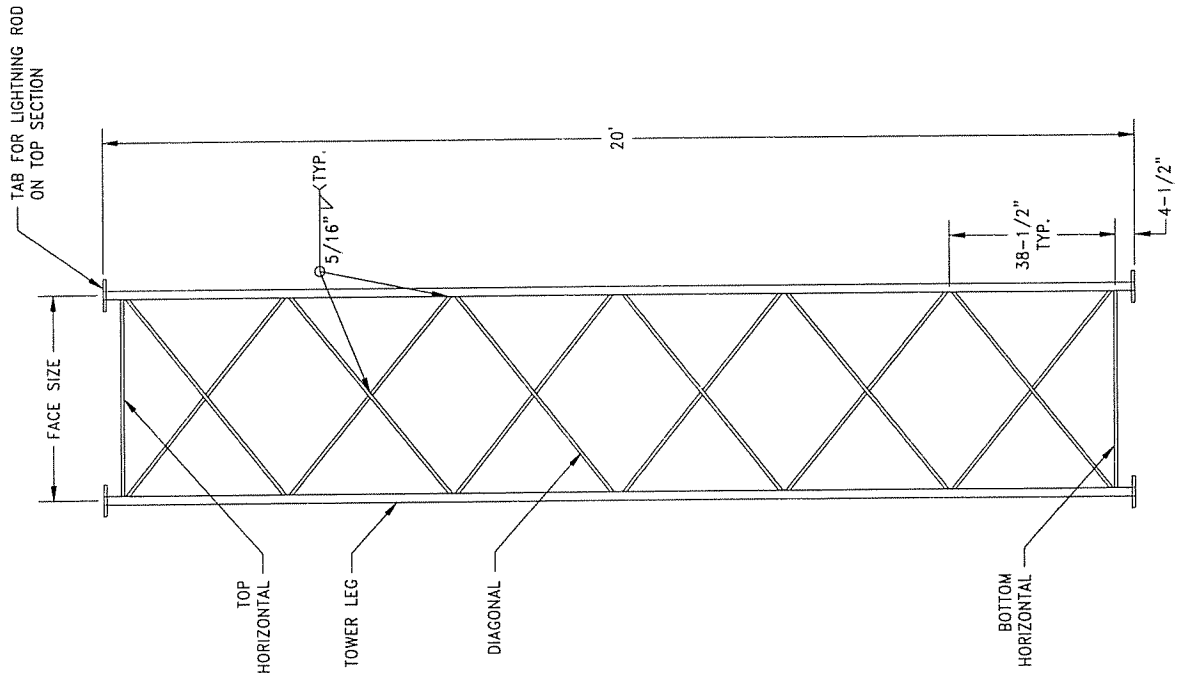
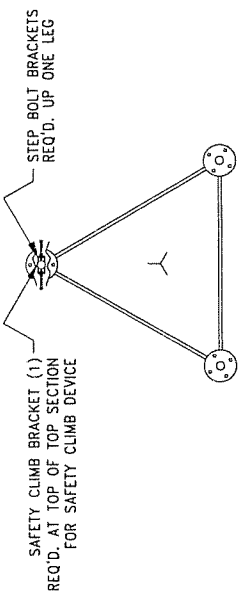
**Elevation View & Member Information**  
 WARREN, KY. (PINEVILLE)

REV. NO. **S2781T-1 (S300085r1)**  
 DO NOT SCALE DRAWING

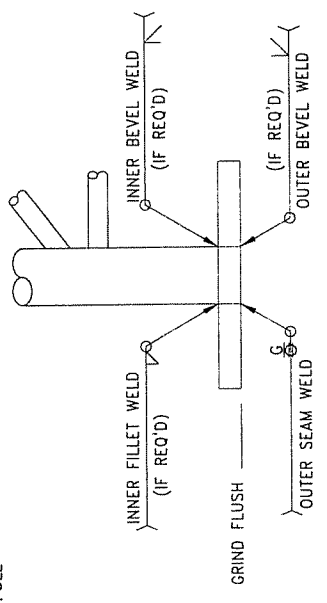
REV.	DATE	DESCRIPTION	DATE	APP.	DATE	DATE	DATE
1	9-12-05						

TOLERANCES  
 .XX ± 3/32" DRILLED HOLES #1/32"  
 .XXX ± 1/16" BURNED HOLES #1/16"

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES



FLANGE WELD DETAIL  
(SEE FLANGE CHART FOR WELD SIZES)



SECTION NOTES:

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

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TOWER OPERATIONS

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WELDED SECTION DETAILS

STNDPG--(2)

REV. #	DESCRIPTION	DATE	APP.	DRAWN	CHECK	DATE	DATE	DATE
				J.J.B.		11-15-99		

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES

TOLERANCES  
X± 3/32" ANGLES± 7°  
.XX± 3/32" DRILLED HOLES ± #1/32"  
.XXX± 1/16" BURNED HOLES ± #1/16"

THIRD ANGLE PROJECTION

COMPANY CONFIDENTIAL INFORMATION  
COMPANY HEREIN IS CONFIDENTIAL  
PURPOSE PROVIDED AND IS NOT TO  
BE REPRODUCED OR TRANSMITTED IN  
ANY FORM OR BY ANY MEANS WITHOUT THE  
WRITTEN CONSENT OF  
SPX CORPORATION

DWG NO. STNDPG--(2)

REV. -

PAD

REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
#9 GRADE 60	35'	144	5040'

PIER (verts) (Total for 3 Piers)

REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
#7 GRADE 60	6' - 8"	99	660'

PIER (ties) (Total for 3 Piers)

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

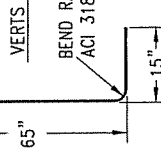
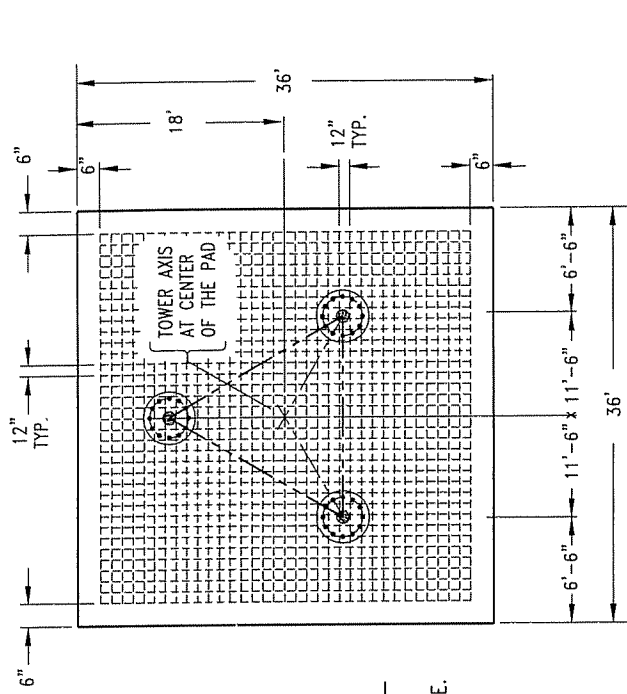
APPROXIMATE CONCRETE REQ'D = 90 yd<sup>3</sup>

REBAR SPlicing CHART

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

SPlicing NOTES:

- 1) STAGGER ALL SPlices.
- 2) SPlice CHART IS BASED ON 3000 PSI CONCRETE.
- 3) SPlice REBAR ONLY WHEN NECESSARY.



NOTES:

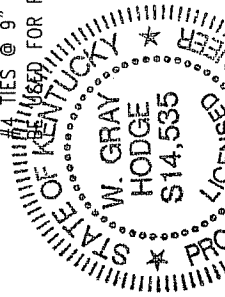
- 1) ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ACI 301 AND ACI318.
- 2) THIS FOUNDATION IS DESIGNED TO CONFORM ACI 318-99 AND ANSI/EIA-222-F STANDARDS UTILIZING THE SOILS REPORT PREPARED BY TERRACON, REPORT# 570573536. A COPY SHALL BE PROVIDED TO THE FOUNDATION CONTRACTOR. SOIL CONDITIONS THAT DIFFER FROM THOSE DESCRIBED IN THE REPORT SHALL BE BROUGHT TO THE ATTENTION OF THE RESIDENT ENGINEER/INSPECTOR. ALL COMMENTS OR RECOMMENDATIONS REGARDING CONSTRUCTION TESTING OR CONSTRUCTION MONITORING SHALL BE STRICTLY FOLLOWED.
- 3) ALL CONCRETE SHALL BE 3000 PSI AT 28 DAYS. CYLINDERS SHALL BE PROPERLY CAST WITH COPIES OF THE TEST REPORTS GOING TO THE RESIDENT ENGINEER/INSPECTOR.
- 4) ALL ADMIXTURES MUST BE ADDED SEPARATELY INTO FRESH CONCRETE AND SUFFICIENTLY MIXED. A NON-CORROSIVE CONCRETE SET ACCELERATE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE C. A WATER REDUCING ADMIXTURE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE A.
- 5) ALL BACKFILL SHALL BE PLACED IN 9 INCH LIFTS AND COMPACTED TO A MINIMUM OF 95 PERCENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY AS MEASURED BY ASTM D-698 UNLESS MORE STRINGENT COMPACTION IS REQUIRED BY THE SOIL REPORT.
- 6) MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
- 7) CROWN TOP OF PIER FOR DRAINAGE AND CHAMFER ALL EXPOSED CONCRETE EDGES 1 INCH.
- 8) ROCK MAY BE ENCOUNTERED.

USE EPOXY BONDING AGENT IF PIERS & PAD ARE POURED SEPARATELY

BEND RADIUS PER ACI 318-89

VERTS.

(33) PCS #7 VERTS PER PIER  
#3 SPIRAL WRAP OR #4 TIES @ 9" C-C CAN BE USED FOR PIER REBAR



DATE: 9-12-05  
DRAWN: J.R.S.  
CHECK: [ ]  
APPROVAL: [ ]

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FAX# (812) 853-6552  
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NEWBURGH, IN. 47630

**Dielectric**  
A Division of SFA Corporation  
TOWER OPERATIONS

TITLE: **BASE FOUNDATION DESIGN**  
WARREN, KY. (PINEVILLE)

DATE	APP.	DATE	DATE
9-12-05	J.R.S.		

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN:	INCHES
TOLERANCES	
XX±	3/32" DRILLED HOLES #1/32"
XXX±	1/16" BURNED HOLES #1/16"

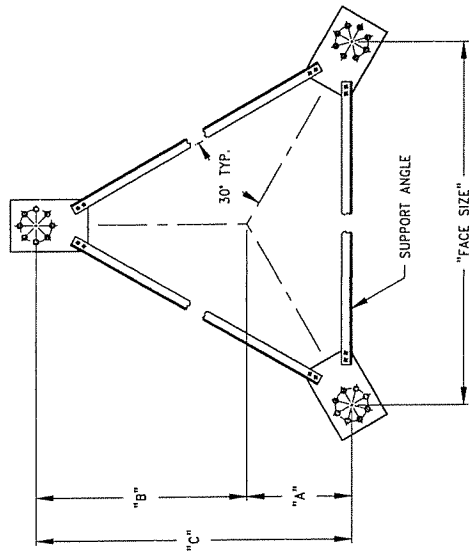
THIRD ANGLE PROJECTION

DWG NO. **S2781T-F1 (S300085r1)**

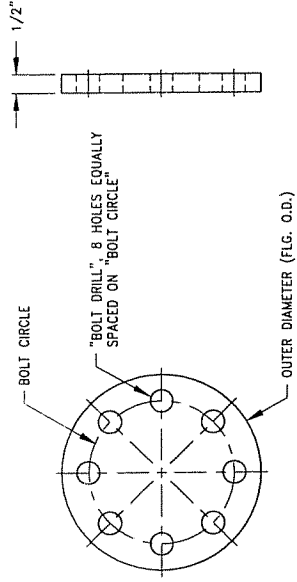
REV. **—**

DO NOT SCALE DRAWING

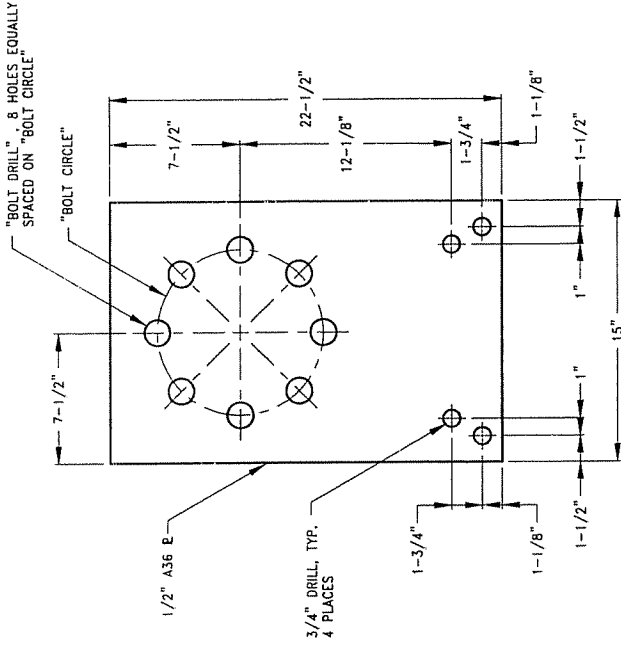
**TEMPLATE ASSEMBLY**



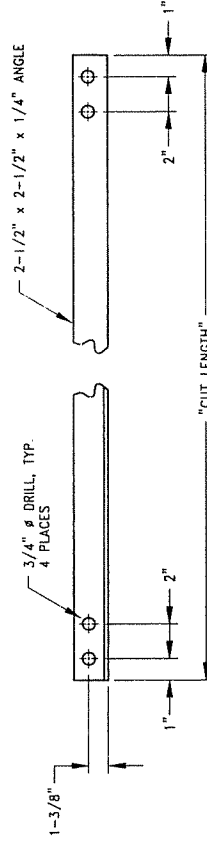
**BEARING PLATE DETAIL**



**SECURING PLATE DETAIL**



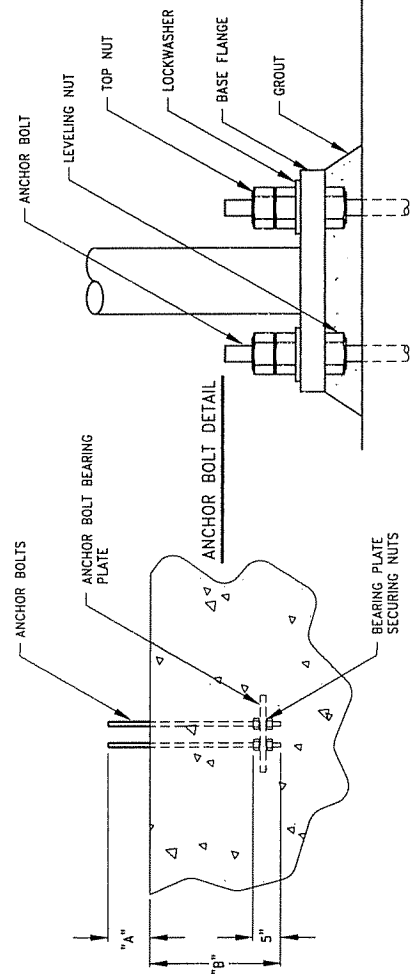
**SUPPORT ANGLE DETAIL**



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

**ANCHOR BOLT INSTALLATION NOTES:**

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



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 FAX# (812) 853-6652
   
 2555 HIGHWAY 29 S.W.
   
 NEWBURGH, IN. 47630

**8-HOLE TEMPLATE DESIGN**

DWG. NO. **8-TMPLET**

REV **0**

DO NOT SCALE DRAWING

REV. #	DESCRIPTION	DATE	APP.	DRAWN	DATE	DATE	DATE
				R.E.H.	2-8-94		

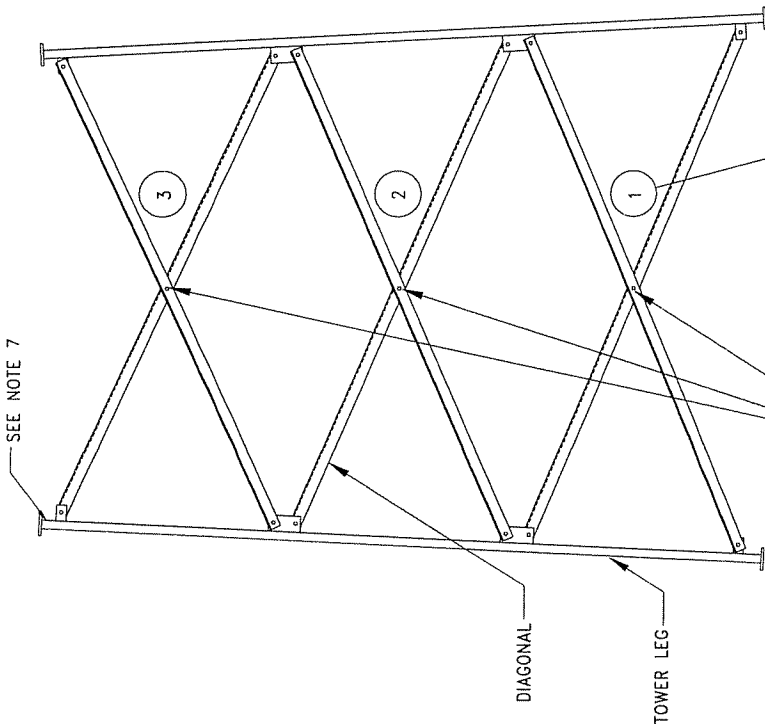
TOLERANCES	UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES
.XX ±	3/32" ANGLES ± .2"
.XXX ±	3/32" DRILLED HOLES #1/32"
.XXXX ±	1/16" BURNED HOLES #1/16"

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3-BAY SECTION ASSEMBLY

STANDARD TAPERED FACE

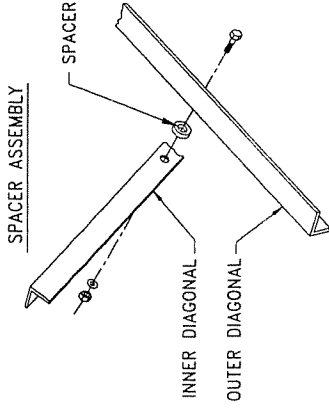
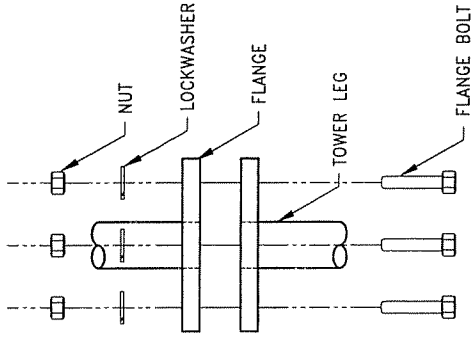


NUMBERING SYSTEM IS PROVIDED FOR INNER MEMBERS TO ENSURE PROPER INSTALLATION : (JOB NO. - C - C - 1)

JOB NO.



FLANGE CONNECTION DETAIL



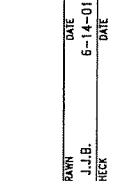
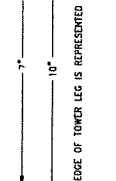
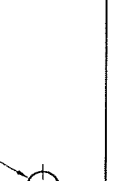
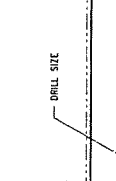
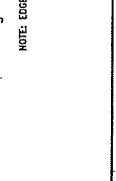
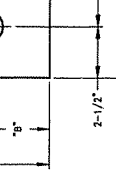
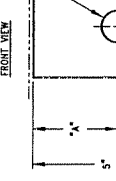
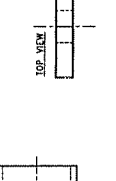
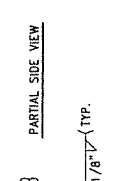
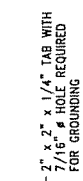
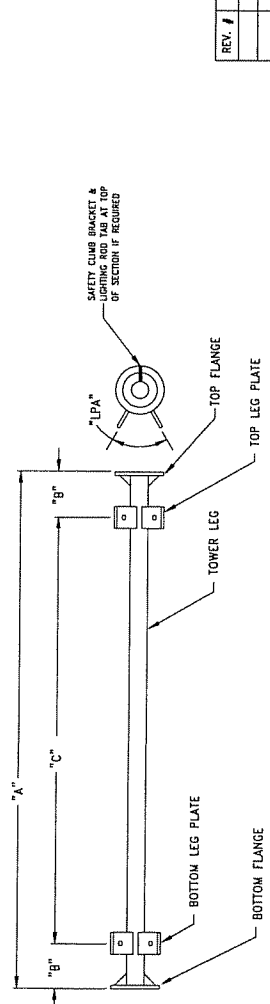
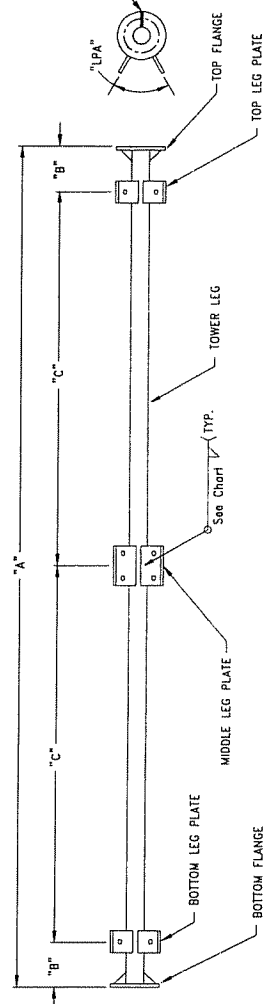
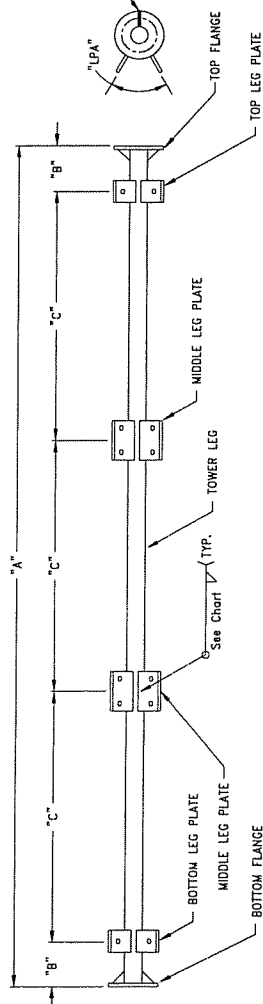
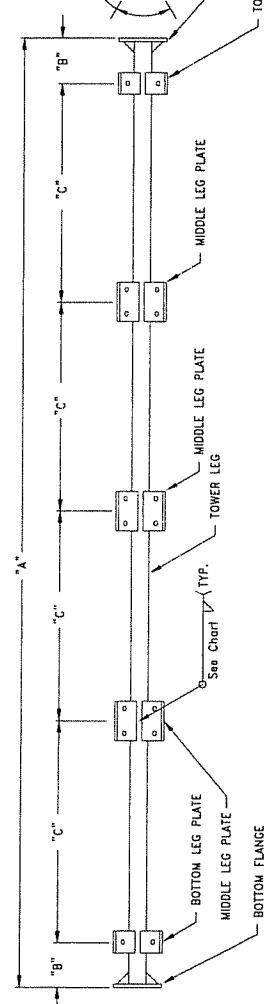
NOTES:

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

REV #	DESCRIPTION	DATE	APP.	DRAWN	R.E.H.	CHECK	DATE	DATE	DATE	TITLE	DWG. NO.	REV
							5-27-97			3-BAY-T-X INSTALLATION DRAWING	3-BAY-T-IND	-
<p>THIRD ANGLE PROJECTION</p> <p>UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: .XX± 3/32" DRILLED HOLES #1/32" .XXX± 1/16" aluminum unrec. #1/16"</p> <p>COMPANY CONFIDENTIAL INFORMATION CONTAINED HEREIN IS CONFIDENTIAL AND IS TO BE USED SOLELY FOR THE PURPOSES STATED. IT IS NOT TO BE DISCLOSED TO OTHERS WITHOUT THE WRITTEN APPROVAL OF THE COMPANY.</p>												

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 POWER OPERATIONS  
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 FAX# (812) 853-6652  
 2855 HIGHWAY 261  
 NEWBURGH, IN. 47630

**LEG DETAIL**



Dielectric  
A Division of DTE Corporation  
TOWER OPERATIONS

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FAX# (612) 853-6652  
2855 HIGHWAY 201  
NEWBURGH, IN. 47630

TITLE  
**LEG WELD ASSEMBLY & SPACER DETAILS**

DWG NO.  
**XB 1-4 BAY SR**

REV. NO. **1**

REV. #	DESCRIPTION	DATE	APP.	DRAWN	CHECK	APPROVAL	DATE
				J.J.B.			6-14-01

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

TOLERANCES

.XX 3/32" ANGLES Z

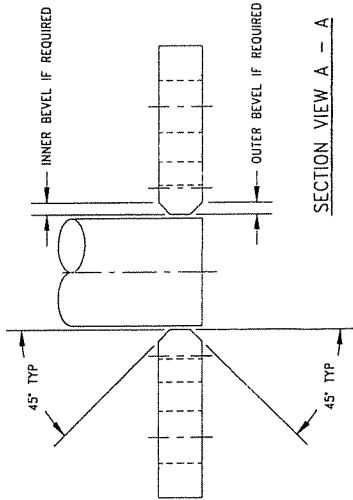
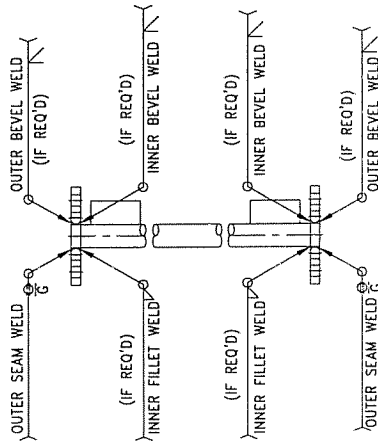
.XXE 3/32" DRILLED HOLES #1/32"

.XXXE 1/16" RISE/FIN HOLE# #1/16"

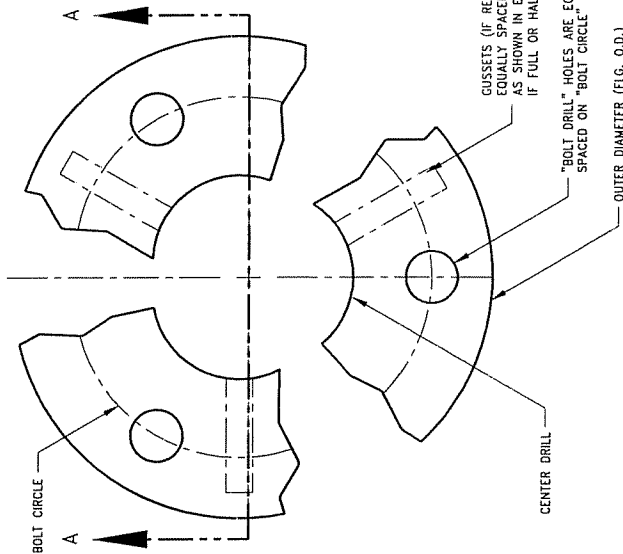
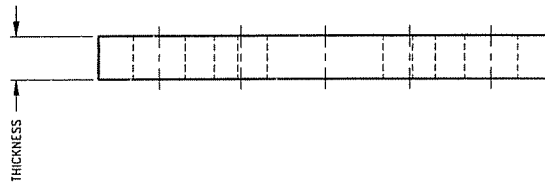
THIRD ANGLE PROJECTION

COMPANY CONFIDENTIAL INFORMATION CONTAINED HEREIN IS CONFIDENTIAL AND IS NOT TO BE DISCLOSED TO OTHERS WITHOUT THE WRITTEN CONSENT OF THE PROJECT MANAGER

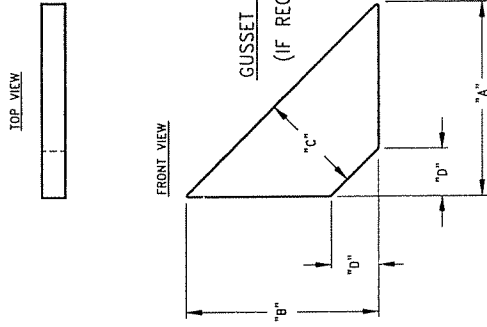
FLANGE WELD DETAIL  
(SEE FLANGE CHART FOR WELD SIZES)



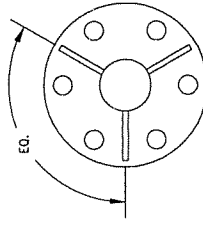
FLANGE DETAIL



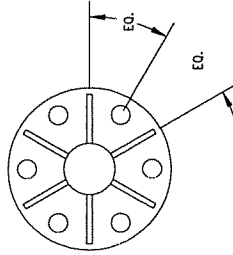
GUSSETS (IF REQ'D) EQUALLY SPACED BETWEEN HOLES AS SHOWN IN EXAMPLE 1 OR 2 IF FULL OR HALF ARE REQ'D.



GUSSET DETAIL (IF REQ'D.)



EXAMPLE 1  
IF FULL GUSSETS REQ'D.



EXAMPLE 2  
IF HALF GUSSETS REQ'D.

NOTES:

- 1) GUSSETS EQUALLY SPACED BETWEEN HOLES.
- 2) INNER BEVEL & INNER WELD IS ALWAYS IN REFERENCE TO THE SIDE OF THE FLANGE WITH GUSSETS OF I.E. TOWARD THE LEG PLATES.

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TOWER OPERATIONS

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FAX# (812) 853-6652  
2855 HIGHWAY 261  
NEWBURGH, IN. 47630

REV. # \_\_\_\_\_ DATE \_\_\_\_\_  
J.R.S. DATE 5-6-05  
CHECK \_\_\_\_\_  
APPROVAL \_\_\_\_\_

TOLERANCES UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES  
 .X± 3/32" ANGLES± 2°  
 .XX± 3/32" DRILLED HOLE± #1/32"  
 .XXX± 1/16" BURNED HOLE± #1/16"

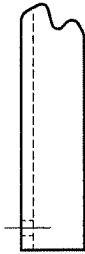
FLANGE & GUSSET SIZING DETAILS

DWG NO. FL-G-N

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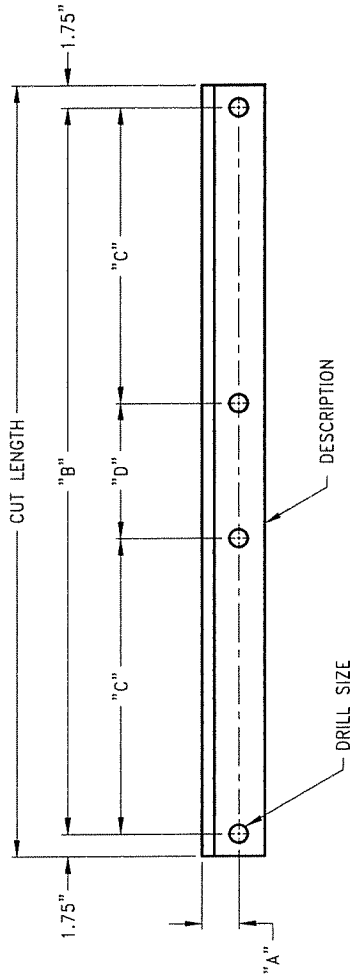


PARTIAL TOP VIEW



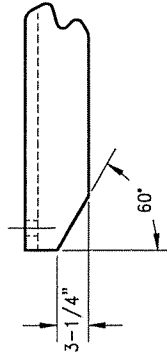
DIAGONAL DETAIL

FRONT VIEW



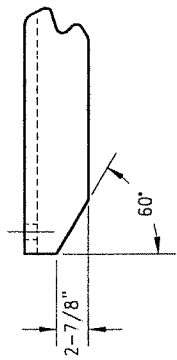
COPE DETAIL 2  
5" ANGLE

IF FACE SIZE IS SMALLER THAN 18' AND  
LEG SIZE IS SMALLER THAN 4-3/4" φ

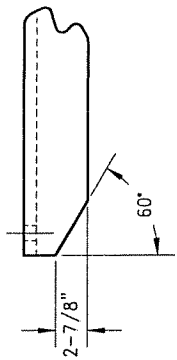


COPE DETAIL 1  
5" ANGLE

IF FACE SIZE IS LARGER THAN 18' AND  
LEG SIZE IS LARGER THAN 4-3/4" φ



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



Dielectric  
TOWER OPERATIONS

PH# (812) 853-0595  
FAX# (812) 853-6652  
2855 HIGHWAY 261  
NEWBURGH, IN. 47630

TITLE  
DIAGONAL MEMBER DETAILS FOR SECTION

REV  
X-DIAGONAL 2

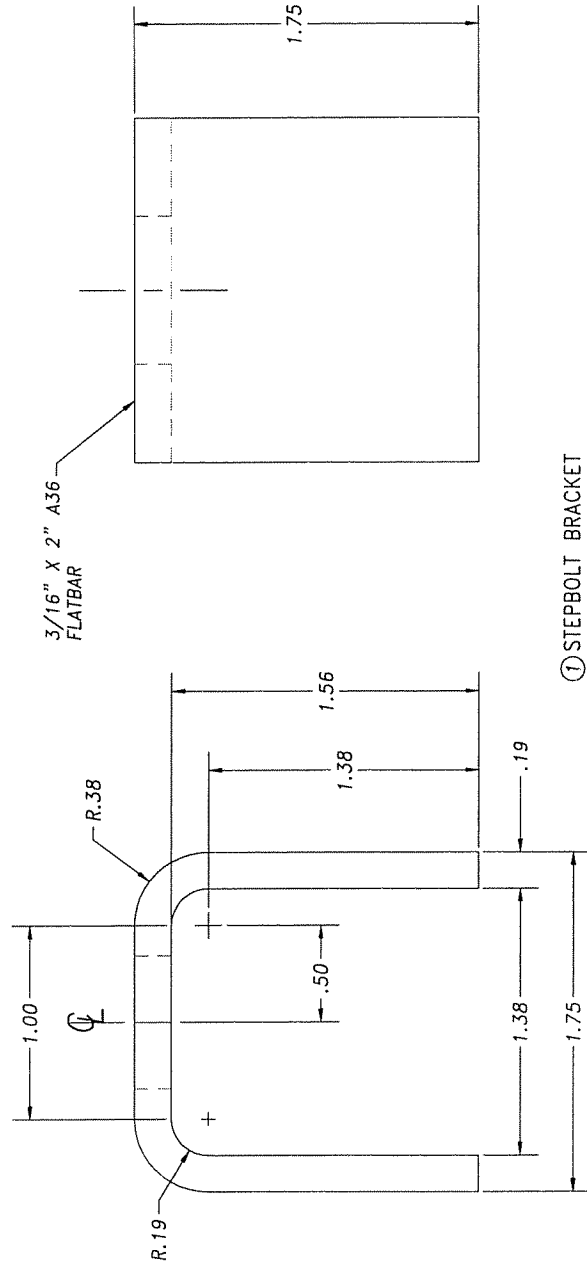
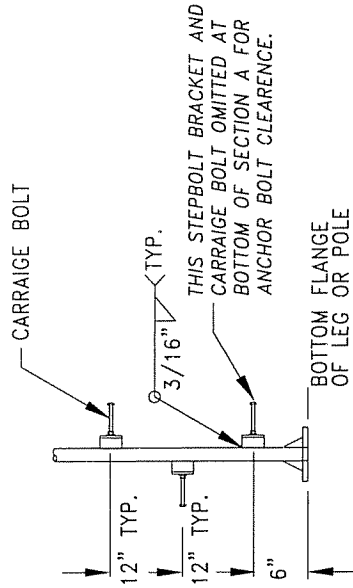
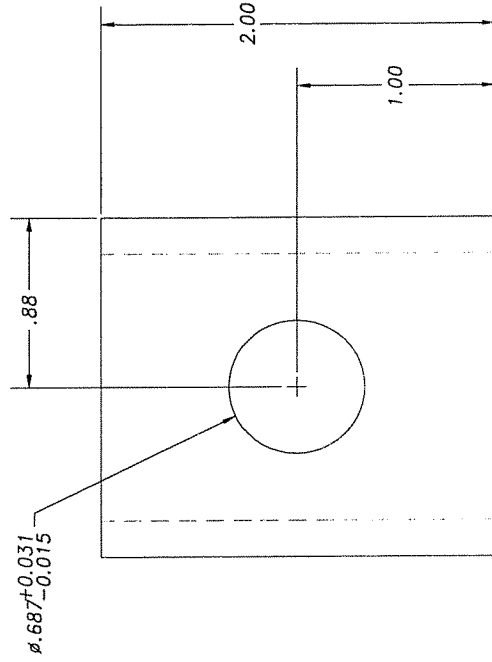
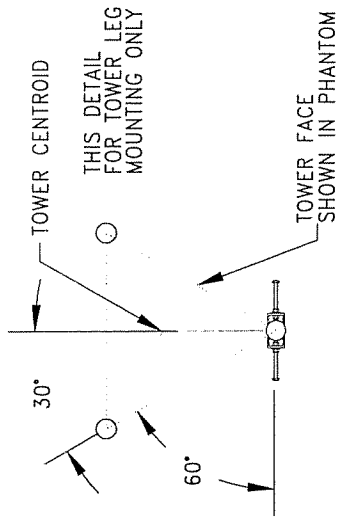
REV. #	DESCRIPTION	DATE	APP.	DIAGN.	R.E.H.	DATE
1	REVISED 5" ANGLE COPE DETAIL	7-16-04	J.J.B.	CHECK		1-10-01
2	CHANGED 5" COPE	4-21-05	A.W.L.	APPROVAL		DATE

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

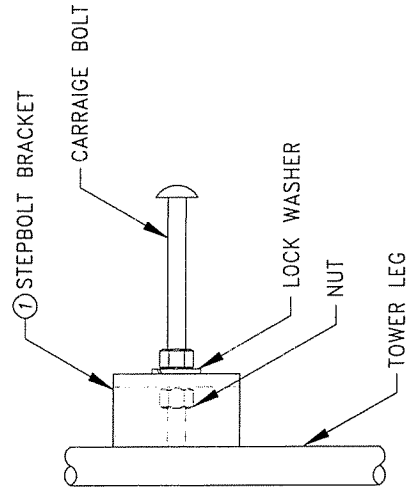
TOLERANCES  
X± 3/32" ANGLES ± 2'  
.AX± 3/32" DRILLED HOLES #1/32"  
.XXX± 1/16" BURNED HOLES #1/16"

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THIRD ANGLE PROJECTION



CARRIAGE BOLT ASSEMBLY



**Dielectric**  
TOWER OPERATIONS

PH# (812) 853-0595  
FAX# (812) 853-6652  
2855 HIGHWAY 261  
NEWBURGH, IN. 47630

**CARRIAGE BOLT ASSEMBLY**  
(TOWER LEG)

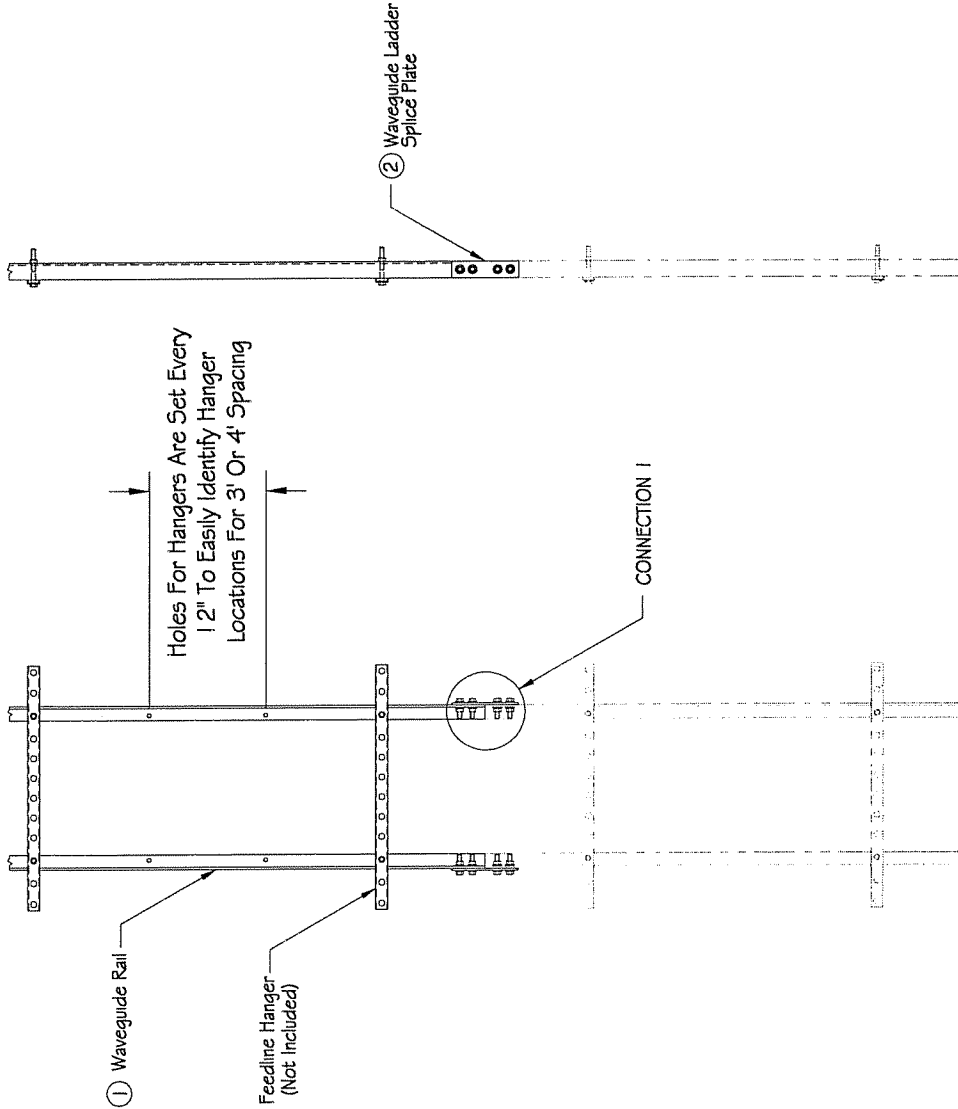
LA97M

REV B

REV. #	DESCRIPTION	DATE	APP.	DRWR	DATE	TOLERANCES	UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN:
				A.J.H.	10-15-03	X± 3/32" ANGLES ± 2°	INCHES
			CHECK			.XX± 3/32" DRILLED HOLES #1/32"	
			APPROVAL			.XXX± 1/16" BURNED HOLES #1/16"	

COMPANY CONFIDENTIAL INFORMATION CONTAINED HEREIN IS CONFIDENTIAL PURPOSE PROVIDED, AND IT IS NOT TO BE REPRODUCED, COPIED, OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE SPY CORPORATION

# Typical Installation



## CONNECTION I

1/2" x 1-3/4" H.D.G. Bolt Used To Secure Waveguide Rails

## STEEL PARTS

ITEM NO.	PART NO.	DESCRIPTION	QTY.
1	LWC-20-U	Universal 20' Waveguide Rail	2
2*	LAWD-SF1	Waveguide Ladder Splice Plate	2

## HARDWARE

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

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

## WEIGHT & ENGINEERING INFORMATION

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

## KIT USE INFORMATION

- 1.) This Is Only A Kit For the Waveguide Rails And Splice Plates. Hangers Are Not Included.
- 2.) Steel Parts Indicated Above With Ar \* \* \* Will Be Packed With The Hardware.

**Dielectric**  
TOWER OPERATIONS

PH: (812) 855-0885  
FAX: (812) 853-0882  
7000 N. STATEWAY #500  
NEWBURGH, IN. 47630

TITLE: UNIVERSAL 20' WAVEGUIDE RAIL KIT

DWG NO. LAWK-20-U

REV. -

REV. #	DESCRIPTION	DATE	APP.	DRAWN	DATE	J.J.B.	CHECK	DATE	APPROVAL	DATE	UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES
					4-30-02						

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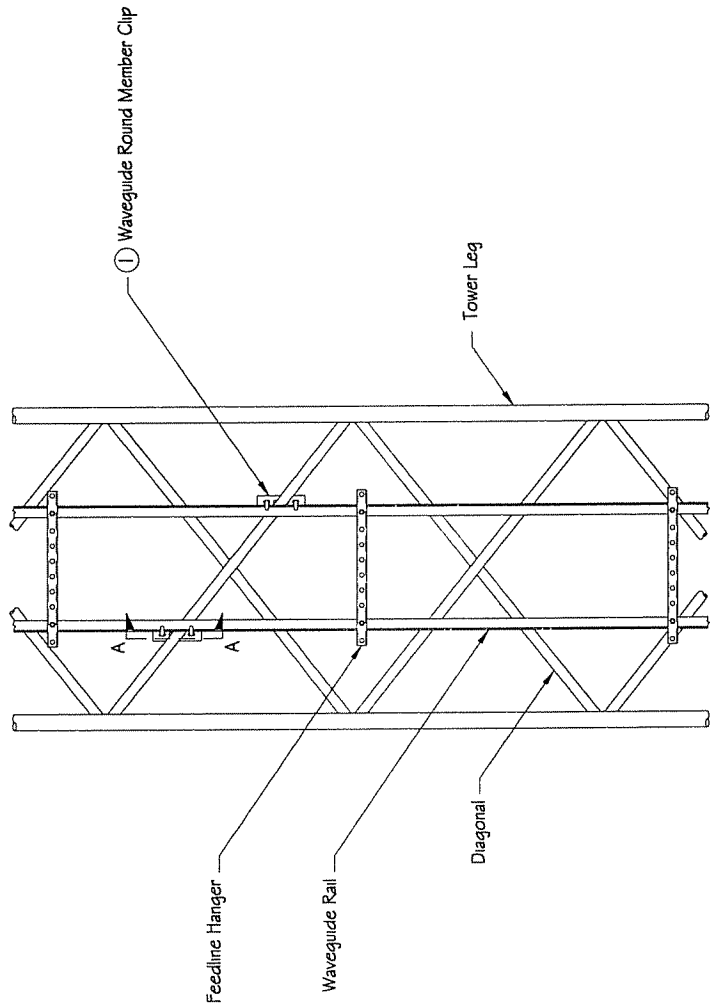
THIRD ANGLE PROJECTION

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

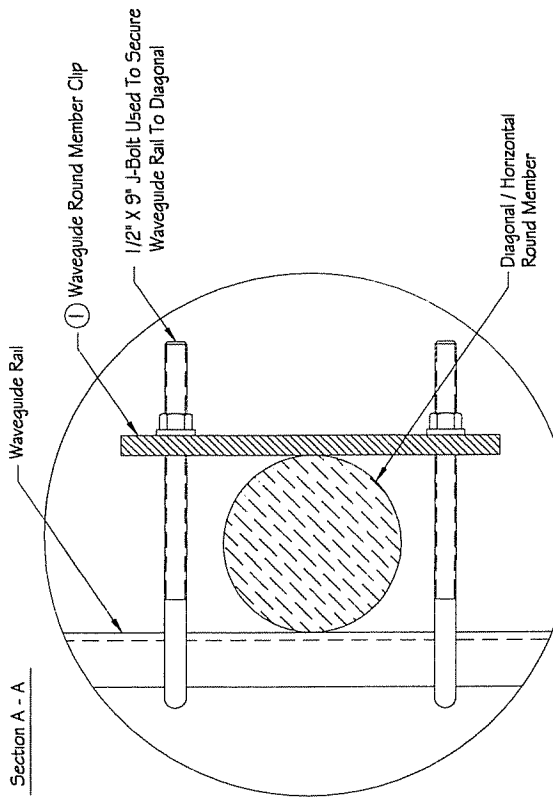
DO NOT SCALE DRAWING



Typical Installation



Section A - A



STEEL PARTS

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

HARDWARE

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

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

WEIGHT & ENGINEERING INFORMATION

KIT NO.	WEIGHT (lbs.)	DESCRIPTION	CaAc (Sq. Ft.)
KCR62-45	4.20	Waveguide Round Member Clip Kit	N/A

NOTES:

- 1.) This Kit Will Mount on 5/8" To 4-1/2" Round Member.
- 2.) This Kit Can Be Used To Secure Waveguide Ladder To Diagonal Or Horizontal Members.
- 3.) Steel Parts Indicated Above With An \* Will Be Packed With The Hardware.

REV. #	DESCRIPTION	DATE	APP.	DRAWN	CHECK	DATE	DATE	DATE	TITLE
				J.J.B.			4-16-01		
THIRD ANGLE PROJECTION			UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES		DWG. NO.				
<small>COMPANY CONFIDENTIAL INFORMATION CONTAINED HEREIN IS CONFIDENTIAL AND IS NOT TO BE DISCLOSED TO OTHERS WITHOUT THE WRITTEN PERMISSION OF THE SFX CORPORATION</small>		TOLERANCES		<small>XX± 3/32" ANGLES ± 2° XXX± 3/32" DRILLED HOLES #1/32" .XXX± 1/16" BURNED HOLES #1/16"</small>		<small>UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES</small>		KCR62-45	

Dielectric  
TOWER OPERATIONS

PH# (812) 853-0895  
FAX# (812) 853-6652  
1000 W. CHERRY STREET  
NEWBURGH, IN. 47630

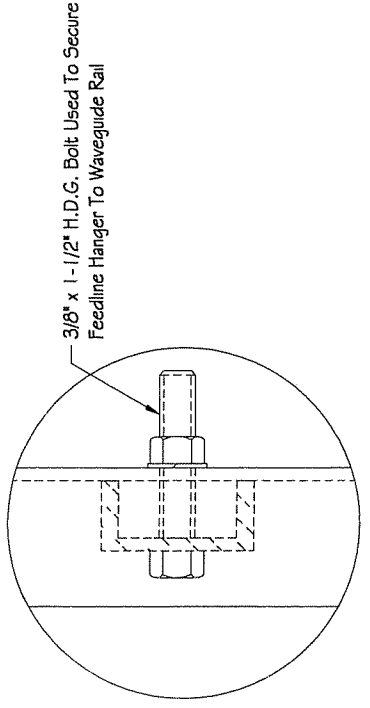
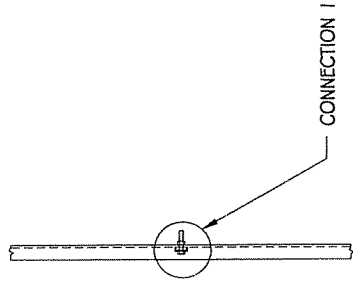
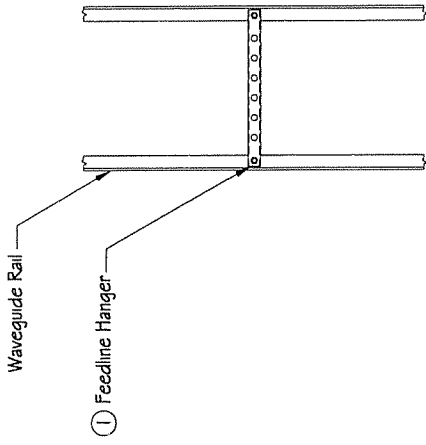
WAVEGUIDE ROUND MEMBER CLIP KIT

REV. —

DO NOT SCALE DRAWING



# Typical Installation



CONNECTION 1

### STEEL PARTS

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

### HARDWARE

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

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

### WEIGHT & ENGINEERING INFORMATION

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

### KIT USE INFORMATION

- 1.) This Kit is For One Hanger Assembly Only. Waveguide Rail is Not Included.
- 2.) Hanger is Designed With 2-3/8" Spacing From C-C Of Each Hole To Accommodate 1/2" Through 1-5/8" Line.

**Dielectric**  
POWER OPERATIONS

PH# (812) 853-0595  
FAX# (812) 853-6652  
2555 HIGHWAY 25  
NEWBURGH, IN. 47630

TITLE: **INSIDE 6 SNAP-IN HANGER KIT**

OWG NO. **HKS-6S-1**

REV. **-**

DO NOT SCALE DRAWING

REV. #	DESCRIPTION	DATE	APP.	DRAWN	DATE
				J.J.B.	2-11-02
				CHECK	
				APPROVAL	

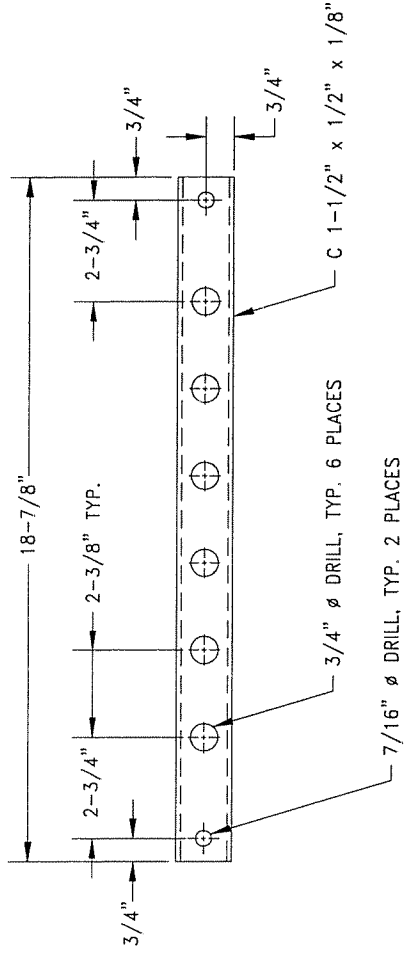
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES

THIRD ANGLE PROJECTION

COMPANY CONFIDENTIAL - INFORMATION CONTAINED HEREIN IS CONFIDENTIAL AND IS NOT TO BE DISCLOSED TO OTHERS WITHOUT THE WRITTEN CONSENT OF THE DIELECTRIC SYSTEMS CORPORATION

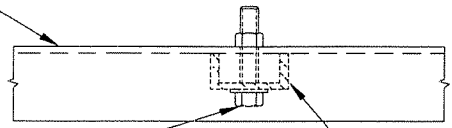
TOLERANCES

.XX	± 3/32"	ANGLES: 2°
.XXX	± 3/32"	BURNED HOLE ± 1/32"
.XXXX	± 1/16"	BURNED HOLE ± 1/16"



3/8" H.D.G. BOLTS  
(FLATWASHERS INCLUDED)

WAVEGUIDE RAIL



FEEDLINE HANGER

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

REV. #	DESCRIPTION	DATE	APP.	DRAWN	DATE
				A. J. H.	2-11-02
			CHECK		
			APPROVAL		
THIRD ANGLE PROJECTION COMPANY CONFIDENTIAL INFORMATION CONTAINED HEREIN IS CONFIDENTIAL AND IS NOT TO BE DISCLOSED TO OTHERS WITHOUT THE WRITTEN PERMISSION OF SIX CORPORATION					
TOLERANCES			UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN:		
.XX	3/32" ANGLES $\pm$ 2°		INCHES		
.XXX	3/32" DRILLED HOLES $\pm$ #1/32"				
.XXX	1/16" BURNED HOLES $\pm$ #1/16"				
PH# (612) 853-0595 FAX# (612) 853-6652 2855 HIGHWAY 261 NEWBURGH, IN. 47650					
<b>Dielectric</b> TOWER OPERATIONS					
DWG NO. LA174 TITLE INSIDE 6 SNAP-IN HANGER					
					REV
					-

DO NOT SCALE DRAWING

**STEEL PARTS**

ITEM NO.	PART NO.	DESCRIPTION	QTY.
1*	SC-125575	Saddle Clamp For 1-1/4" - 5-3/4" Round Leg	6
2	BMFF-30H-36L	36" Boom	1
3	FF-30H-15L	15" Face panel	1
4	ARFF-2472	Anti-Rot. Rod For 2' - 6' Tower Face	2
5*	ARP-FF-01	Anti-Rotation Rod Securing Plate	2

**HARDWARE**

ITEM NO.	PART NO.	DESCRIPTION	QTY.
1	TR650X800	1/2" x 8" H.D.G. Threaded Rod	12
2	UB50X350	1/2" x 3-1/2" c-c x 4-3/4" isl A-36 U-Bolts	4
3	UB50X250	1/2" x 2-1/2" c-c x 3-3/4" isl A-36 U-Bolts	8
4	NU50G	1/2" H.D.G. Nuts	48
5	WL50G	1/2" H.D.G. Lockwashers	48
6	WF50G	1/2" H.D.G. Flatwashers	32

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

**WEIGHT & ENGINEERING INFORMATION**

KIT NO.	WEIGHT (lbs.)	DESCRIPTION	CaAc ( Sq. Ft.)
USG15-3672	395	15' Gate Mount	13.98

**KIT USE INFORMATION**

- 1.) This Kit Is Designed To Withstand The Loading From Four Panel Antennas @ 110 mph.
- 2.) Will Mount To Any Straight Section 3' - 6' Face With 1-1/4" Thru 5-3/4" Dia. Round Leg.
- 3.) Antenna Mounting Pipes Not Included!
- 4.) Steel Parts Indicated Above With An \* \* Will Be Packed With The Hardware.

**Dielectric**  
TOWER OPERATIONS

PH# (812) 853-0595  
FAX# (812) 853-6652  
2635 HIGHWAY 261  
REYNOLDSBURG, IN. 47830

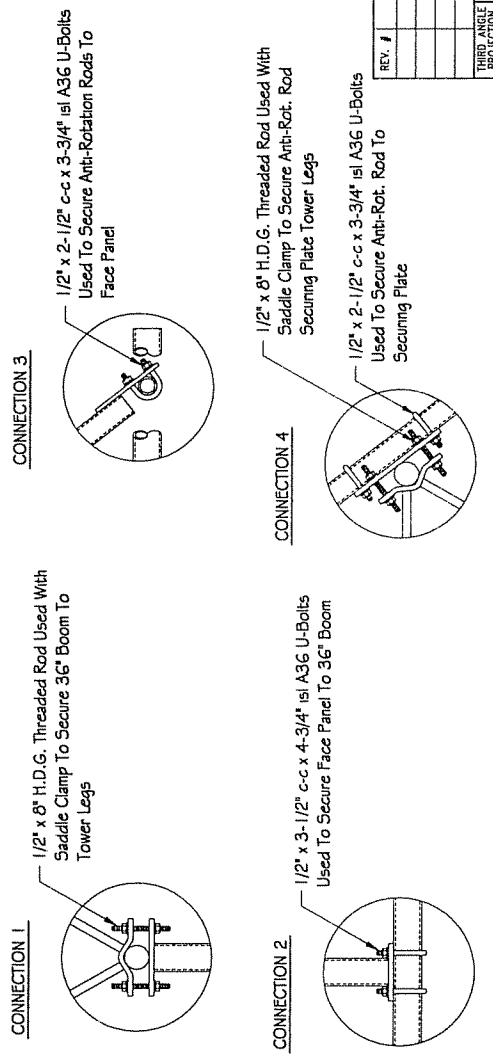
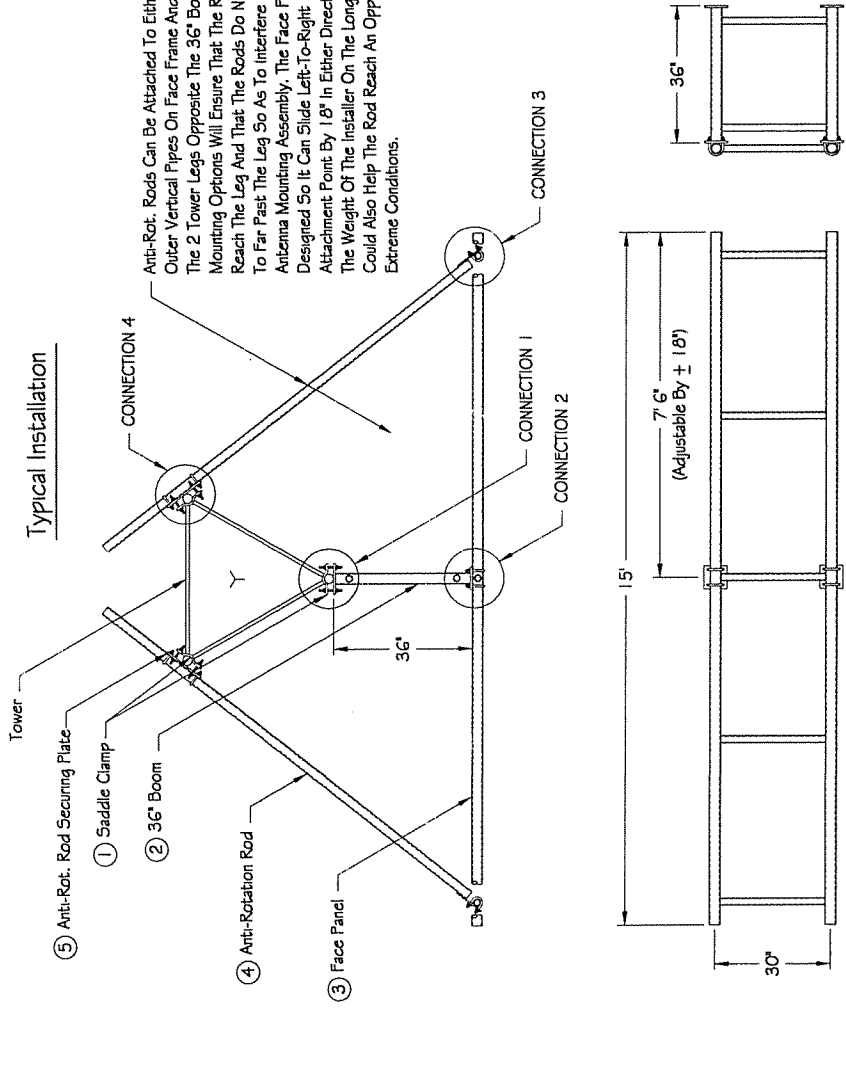
UNIVERSAL 15' GATE MOUNT

DWG. NO. USG15-3672

REV. 0

DO NOT SCALE DRAWING

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



REV. #	DATE	DESCRIPTION	DRAWN	CHECK	APPROVAL
			R.E.H.		

DATE: 6-16-00

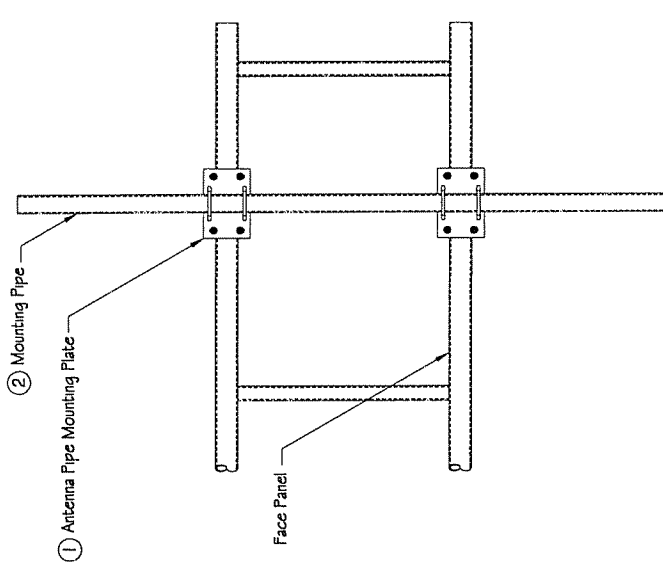
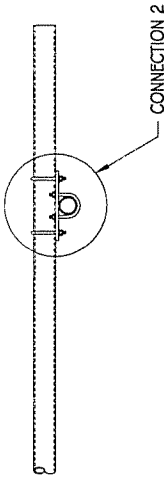
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES

TOLERANCES: ±.005 ±.010 ±.015 ±.020 ±.030 ±.040 ±.050 ±.060 ±.075 ±.090 ±.120 ±.150 ±.1875 ±.250 ±.3125 ±.375 ±.500 ±.625 ±.750 ±.875 ±1.000 ±1.250 ±1.500 ±2.000 ±2.500 ±3.000 ±4.000 ±5.000

THIRD ANGLE PROJECTION

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Typical Installation



① Antenna Pipe Mounting Plate  
② Mounting Pipe

CONNECTION 1

CONNECTION 2

3/8" x 3" c-c x 4" ISl A36 U-Bolts Are Used To Secure Mounting Pipe To Antenna Pipe Mounting Plate

STEEL PARTS

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

HARDWARE

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

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

WEIGHT & ENGINEERING INFORMATION

KIT NO.	WEIGHT (lbs.)	DESCRIPTION	CaAc (Sq. Ft.)
SF30-2096	42	2" Sch 40 x 96" Long Pipe	.75

KIT USE INFORMATION

- 1.) This Kit Is Designed To Be Used With 2-1/2" Horizontal Pipe Mounting Panels.
- 2.) Steel Parts Indicated Above With An \* Will Be Packed With The Hardware.

Dielectric  
A Division of SFX Corporation  
TOWER OPERATIONS

PH# (812) 853-0595  
FAX# (812) 853-6652  
2855 HIGHWAY 261  
NEWBURGH, IN. 47630

TITLE  
STANDARD 2" SCH. 40 x 96" PIPE

DWG. NO.  
SP30-2096

REV. NO.  
-

DO NOT SCALE DRAWING

REV. #	DESCRIPTION	DATE	DRAWN	DATE	CHECK	DATE	APPROVAL	DATE

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES

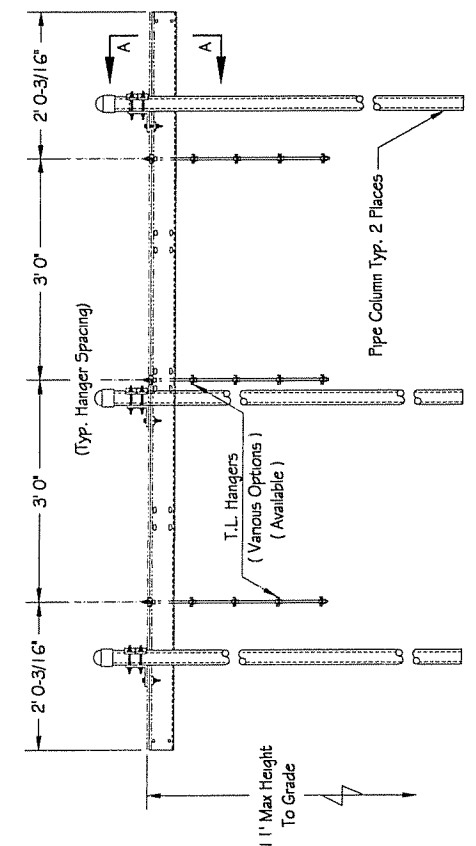
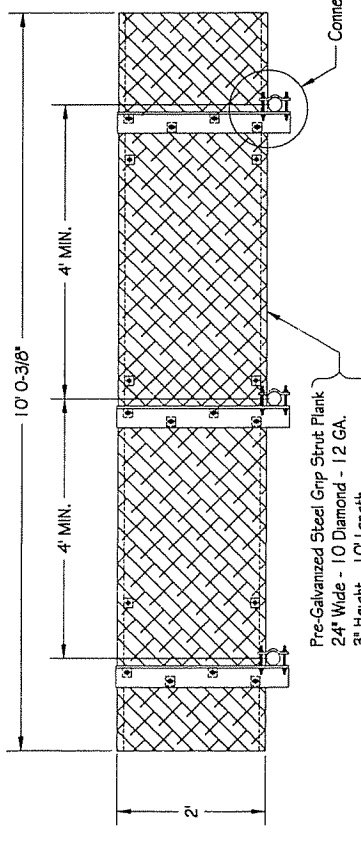
TOLERANCES

ANGLES: .7

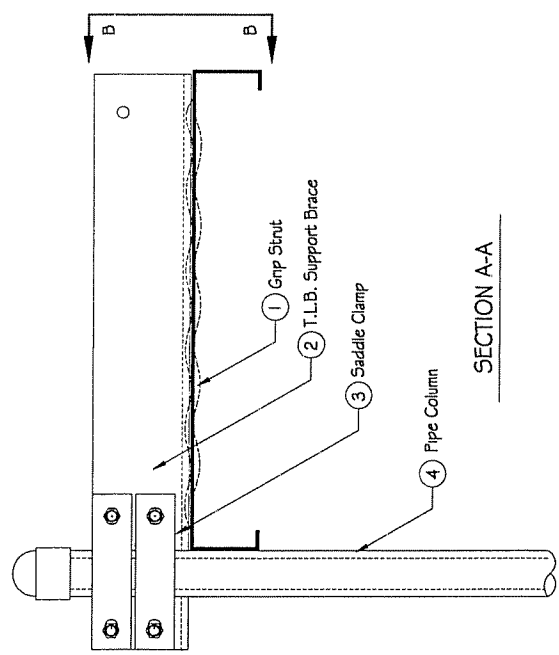
DRILLED HOLES: #1/32"

BURNED HOLES: #1/16"

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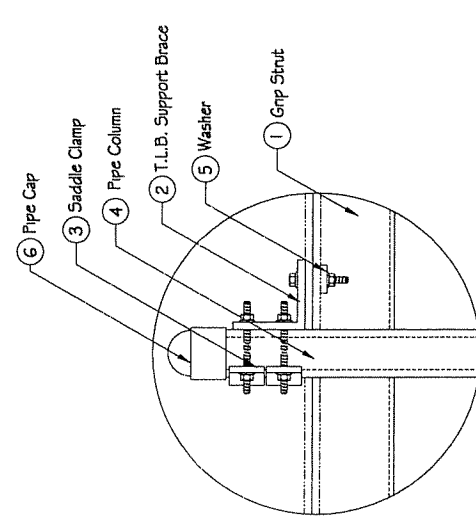
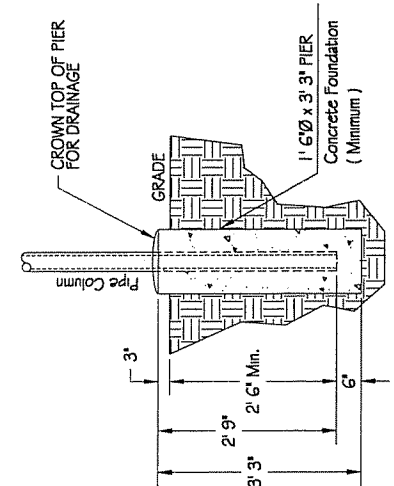
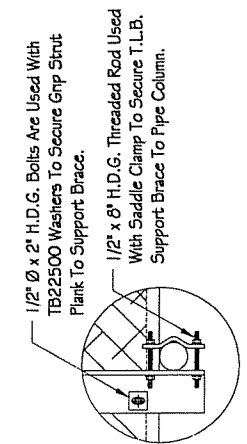


SECTION A-A



SECTION B-B

Connection 1



STEEL PARTS

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

HARDWARE

ITEM NO.	PART NO.	DESCRIPTION	QTY.
1	TR650X800	1/2" x 8" H.D.G. Threaded Rod	12
2	BT50X200	1/2" x 2" H.D.G. Bolt	12
3	NU50G	1/2" H.D.G. Nuts	36
4	WL50G	1/2" H.D.G. Lockwashers	36
5	WF50G	1/2" H.D.G. Flatwashers	24

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

WEIGHT & ENGINEERING INFORMATION

KIT NO.	WEIGHT (lbs.)	DESCRIPTION	CaAc (Sq. Ft.)
TL3-210-140	453	2' x 10' Bridge : Three 1/4" Columns	N/A

NOTES:

- 1.) Hanger Spacing Shown Is For Reference Only. Spacing May Change Due To Customers Personal Preference And / Or Site Conditions.
- 2.) Transmission Line Hangers Are Not Provided With This Kit !
- 3.) Foundation Shown Is A Minimum Recommendation Only. The Bottom Of The Foundation Should Be Extended Deeper If The Freeze Line Is Below 3' For The Area In Which It Is Installed.
- 4.) Steel Parts Indicated Above With An \* Will Be Packed With The Hardware.

**Dielectric**  
A Division of SPC Corporation  
POWER OPERATIONS

PH# (812) 853-0595  
FAX# (812) 853-6652  
2855 HIGHWAY 261  
NEWBURGH, IN. 47630

DATE: 6-7-04  
DRAWN: J.J.B.  
CHECK: [ ]  
APPROVAL: [ ]

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES

THIRD ANGLE PROJECTION  
COMPANY CONFIDENTIAL INFORMATION CONTAINED HEREIN IS CONFIDENTIAL AND IS NOT TO BE DISCLOSED TO OTHERS WITHOUT THE WRITTEN CONSENT OF THE COMPANY

PH# (812) 853-0595  
FAX# (812) 853-6652  
2855 HIGHWAY 261  
NEWBURGH, IN. 47630

REV. NO. TL3-210-140

STEEL PARTS

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

HARDWARE

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

WEIGHT & ENGINEERING INFORMATION

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

NOTES:

- 1.) Hanger Spacing Shown Is For Reference Only. Spacing May Change Due To Customers Personal Preference And / Or Site Conditions.
- 2.) Each Hanger Can Support Up To A Maximum Of 8 Feedlines Per Layer. There Are A Total Of (8) 3/4" Ø Holes & (7) 7/16" Ø Holes Per Hanger At 1'-1/4" c-c In An Alternating Pattern. This Is Done To Support (8) Snap-In Or (7) Bolt-In Lines.
- 3.) The 2 Layer Kit Shown Here Has Holes Provided For (16) Snap-In Or (14) Bolt-On Lines.
- 4.) One Kit Required Per 2' x 10' Grip Strut Plank.
- 5.) Steel Parts Indicated Above With An "\*" Will Be Packed With The Hardware.

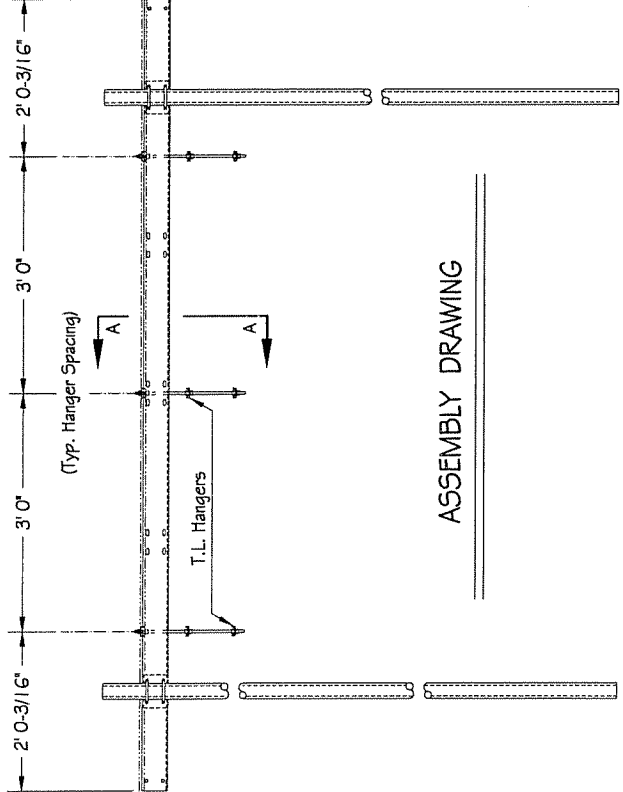
**Dielectric**  
TOWER OPERATIONS

PH# (812) 853-0595  
FAX# (812) 853-6652  
2855 HIGHWAY 26  
NEWBURGH, IN. 47630

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

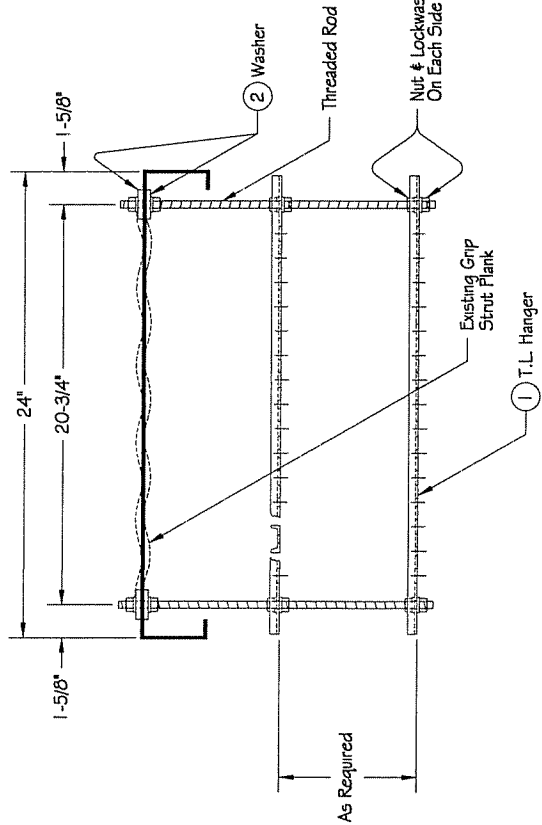
OWG NO. TH-7X2

REV. —



ASSEMBLY DRAWING

SECTION A-A



REV. #	DESCRIPTION	DATE	APP.	DRAWN	DATE	A.J.H.	CHECK	DATE	APPROVAL	TOLERANCES	UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN	INCHES
					6-19-00					.XX ± 3/32" ANGLES: Z		
										.XXX ± 3/32" DRILLED HOLES #1/32"		
										.XXX ± 1/16" BURNED HOLES #1/16"		

COMPANY CONFIDENTIAL INFORMATION CONTAINED HEREIN IS CONFIDENTIAL AND IS NOT TO BE DISCLOSED TO OTHERS WITHOUT THE PRIOR WRITTEN CONSENT OF SPX CORPORATION



**GENERAL DYNAMICS**  
Network Systems

1650 Lyndon Farm Court  
3<sup>rd</sup> Floor  
Louisville, Kentucky 40223

Phone: 502.426.4120  
Fax: 502.426.0768

April 25, 2005

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

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.



## Individual Qualifications

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### **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, SINGULAR 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 APPENDIX 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

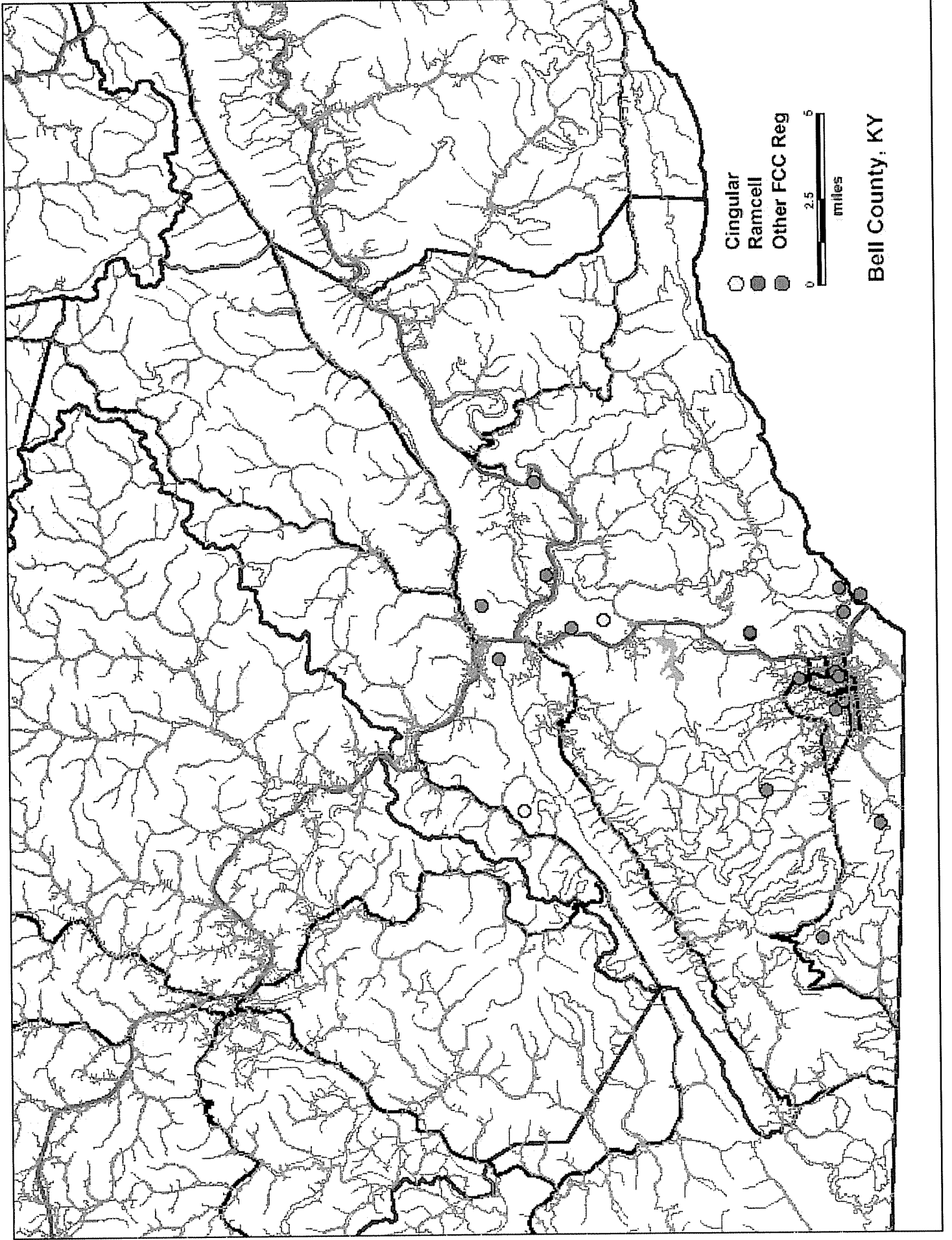
1. APPLY FOR THE UTILITY SERVICE (ELECTRIC) NO LATER THAN THE NEXT BUSINESS DAY FOLLOWING NOTICE TO PROCEED. COORDINATE WITH THE ELECTRIC UTILITY COMPANY FOR EXACT TRANSFORMER LOCATION, METERING REQUIREMENTS, AND SERVICE ROUTING. COORDINATE WITH THE TELEPHONE UTILITY COMPANY FOR EXACT TELEPHONE REQUIREMENTS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

License Search

**Search Results****Specified Search**State = **Kentucky**County = **BELL**Radio Service = **CL, CW**Matches **1- 9** (of **9** )**PA**= Pending Application(s)

<b>Call Sign</b>	<b>Licensee Name</b>	<b>FRN</b>	<b>Radio Service</b>	<b>Status</b>	<b>Expiration Date</b>
1 KNKN673	Orange Licenses Holding, LLC	0012362919	CL	Active	10/01/2011
2 KNKN787	LITCHFIELD COUNTY CELLULAR, INC.	0001801307	CL	Active	10/01/2011
3 KNKN791	ALLTEL Communications of Virginia No. 1, Inc.	0001934488	CL	Active	10/01/2011
4 KNLF287	New Cingular Wireless PCS, LLC	0003291192	CW	Active	06/23/2015
5 KNLF288	Orange Licenses Holding, LLC	0012362919	CW	Active	06/23/2015
6 KNLH574	SPRINTCOM, INC.	0002315950	CW	Active	04/28/2007
7 KNLH575	SPRINTCOM, INC.	0002315950	CW	Active	04/28/2007
8 KNLH637	Northstar Technology, LLC	0005869136	CW	Active	04/28/2007
9 WPOI207	Triton PCS License Company, LLC	0003246055	CW	Active	06/23/2015
<b>Call Sign</b>	<b>Licensee Name</b>	<b>FRN</b>	<b>Radio Service</b>	<b>Status</b>	<b>Expiration Date</b>



Bell County Tower Map data.xls

Bell County

Longitude	Latitude	FCC Reg	Height (m)	City
-83.782703	36.743742	TBD	TBD	PINEVILLE, KY
-83.682797	36.709983	NA	57.9	FERNDAL, KY
-83.851722	36.618222	1041881	72.5	LOGMONT, KY
-83.690278	36.648056	1043630	48.8	MELDRUM, KY
-83.773611	36.641389	1043809	65.2	MIDDLESBORO, KY
-83.703333	36.754444	1043810	53.9	PINEVILLE, KY
-83.773583	36.641389	1056643	64.9	MIDDLESBORO, KY
-83.714722	36.627222	1064902	99.4	MIDDLESBORO, KY
-83.791306	36.593389	1205160	48.7	middlesboro, KY
-83.711278	36.612000	1207751	12.1	MIDDLESBORO, KY
-83.674722	36.761694	1215974	129.5	PINEVILLE, KY
-83.731306	36.611750	1219830	7.9	Middlesboro, KY
-83.773528	36.641472	1219833	36.0	Middlesboro, KY
-83.668861	36.610083	1225328	12.3	Middlesboro, KY
-83.679639	36.608139	1225330	12.3	Middlesboro, KY
-83.670472	36.600917	1225333	12.3	Middlesboro, KY
-83.690750	36.647861	1229016	19.8	Cumberland Gap, TN
-83.687028	36.723722	1232665	106.4	Melorum, KY
-83.713611	36.610417	1232693	60.3	PINEVILLE, KY
-83.659194	36.734056	1233176	106.3	MIDDLESBORO, KY
-83.609889	36.738972	1233241	97.5	PINEVILLE, KY
				CALVIN, KY

**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

June 1, 2005

To Whom It May Concern:

Dear Sir or Madam:

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

A handwritten signature in black ink that reads "David R. Czarnecki". The signature is written in a cursive style with a large, looping 'D' and 'C'.

David R. Czarnecki  
RF Design Engineer



**EXHIBIT F**  
**FAA DETERMINATION OF NO HAZARD TO AIR SAFETY**



Federal Aviation Administration  
 Eastern Regional Office  
 1 Aviation Plaza-AEA-520  
 Jamaica, NY 11434

Aeronautical Study No.  
 2005-ASO-2082-OE

Issued Date: 5/11/2005

MONICA PRYOR  
 CINGULAR WIRELESS-MP  
 17330 PRESTON ROAD STE. 100A  
 DALLAS, TX 75252

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

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

Structure Type: Tower  
 Location: Pineville, KY  
 Latitude: 36-44-37.47 NAD 83  
 Longitude: 83-46-57.73  
 Heights: 320 feet above ground level (AGL)  
 2295 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 K 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)

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

This determination expires on 11/11/2006 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 (718)553-4546. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2005-ASO-2082-OE.

**Signature Control No: 420095-367182**

(DNE)

Robert P Alexander  
Specialist

Attachment(s)  
Additional Information  
Case Description  
Frequency Data

7460-2 Attached

Additional Information for ASN 2005-ASO-2082-OE

Case Description for ASN 2005-ASO-2082-OE

Applicant is filing for the construction of a new tower.

Frequency Data for ASN 2005-ASO-2082-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**  
**KENTUCKY AIRPORT ZONING COMMISSION**  
**APPROVAL OF APPLICATION**



**Kentucky Airport Zoning Commission**  
**200 Mero Street**  
**Frankfort, KY 40622**

(502) 564-4480  
fax: (502) 564-7953  
No.: AS-007-1A6-05-073

*Warren*

May 16, 2005

APPROVAL OF APPLICATION

APPLICANT:

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

SUBJECT: AS-007-1A6-05-073

STRUCTURE: Antenna Tower  
LOCATION: Middlesboro, KY  
COORDINATES: 36-44-37.47 N / 83-46-57.72 W  
HEIGHT: 320'AGL/2294.4'AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct 320'AGL/2294.4'AMSL Antenna Tower near Middlesboro, KY 36-44-37.47 N / 83-46-57 72 W.

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

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

Dual obstruction lighting is required in accordance with 602 KAR 50:100.

A handwritten signature in black ink, appearing to read "John Houlihan".

John Houlihan, Administrator



**EXHIBIT H  
GEOTECHNICAL REPORT**

**GEOTECHNICAL ENGINEERING REPORT**  
**PROPOSED WARREN COMMUNICATION TOWER**  
**HIGHWAY 92**  
**PINEVILLE, KENTUCKY**  
**TERRACON PROJECT NO. 57057353G**  
**September 2, 2005**

*Prepared For:*

**GENERAL DYNAMICS**  
**Louisville, Kentucky**

*Prepared by:*

**Terracon**  
**Louisville, Kentucky**

**Terracon**

September 2, 2005

**Terracon**  
Consulting Engineers & Scientists

General Dynamics  
9900 Corporate Campus Drive  
Suite 2600  
Louisville, Kentucky 40223

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

Attention: Steve Parker

**Re: Geotechnical Engineering Report  
Proposed Warren Communication Tower  
Highway 92  
Pineville, Kentucky  
Terracon Project No. 57057353G**

Dear Mr. Parker:

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

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

Sincerely,  
**Terracon**

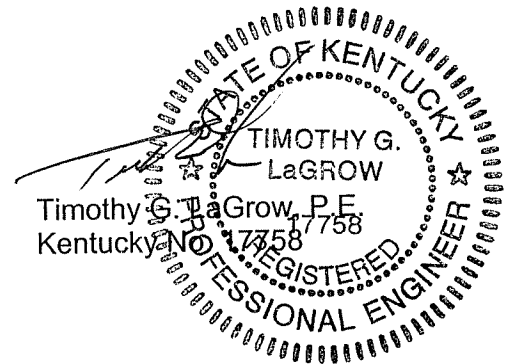


Erich J. Hoehler  
Project Engineer

n:\projects\2005\towers\57057353\geo57057353.doc

Attachments: Geotechnical Engineering Report

Copies: (4) General Dynamics



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# GEOTECHNICAL ENGINEERING REPORT

## PROPOSED WARREN COMMUNICATION TOWER HIGHWAY 92 PINEVILLE, KENTUCKY TERRACON PROJECT NO. 57057353G September 2, 2005

### 1.0 INTRODUCTION

The purpose of this report is to describe the subsurface conditions encountered in the borings, analyze and evaluate the test data, and provide recommendations regarding the design and construction of foundations and earthwork for the proposed tower. Three borings extending to a depth of about 21 feet below the existing ground surface were drilled at the site. Individual boring logs and a boring location plan are included with this report.

### 2.0 PROJECT DESCRIPTION

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

Vertical Load:	700 kips
Horizontal Shear:	100 kips
Uplift:	600 kips

A small, lightly loaded equipment building will also be constructed. Wall and floor loads for this building are not anticipated to exceed 1 kip per linear foot and 100 pounds per square foot, respectively. The borings were located at each leg of the proposed tower. The area was a heavily wooded mountainside with over ten feet of elevational relief across the tower compound and about 2 to 3 feet across the legs of the tower. The site required clearing before drilling operations could commence. A proposed grading plan was not available for review, but based on existing grades, 2 to 3 of cut and/or may be required at the site.

### 3.0 EXPLORATION PROCEDURES

#### 3.1 Field Exploration

The subsurface exploration consisted of drilling and sampling three borings at the site to depths of about 21 feet below existing grade. Due to the wooded site, clearing was required to gain access to the boring location. The borings were drilled at the tower leg locations based on the provided drawings and the center of the tower staked by the project surveyor. Ground surface elevations were interpolated from the contours on the provided drawings.

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

Auger refusal was encountered at a depth of about 1 foot below the existing ground surface. The borings were extended into the refusal materials using a diamond bit attached to the outer barrel of a double core barrel. The inner barrel collected the cored material as the outer barrel was rotated at high speeds to cut the rock. The barrel was retrieved to the surface upon completion of each drill run. Once the core samples were retrieved, they were placed in a box and logged. The rock was later classified by an engineer and the "percent recovery" and rock quality designation (RQD) were determined. Classification and descriptions of rock core samples are in accordance with the enclosed General Notes, and are based on visual and tactile observations. Petrographic analysis of thin sections may indicate other rock types. Percent recovery and RQD values for these samples are noted at their depths of occurrence on the boring logs.

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

**Table 1 – Rock Quality Designation (RQD)**

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

A field log of each boring was prepared by a subcontract driller. The logs included visual classifications of the materials encountered during drilling as well as the driller's

interpretation of the subsurface conditions between samples. The final boring logs included with this report represent an interpretation of the driller's field logs and a visual classification of the soil samples made by the geotechnical engineer.

### **3.2 Laboratory Testing**

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

The laboratory testing program consisted of performing an unconfined compressive strength test on a sample of the refusal material. The result of this test is provided on the corresponding boring log.

## **4.0 EXPLORATORY FINDINGS**

### **4.1 Subsurface Conditions**

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

The boring location had been stripped of the topsoil prior to our field exploration, therefore topsoil was not encountered in our borings. Silty clay soil overburden was encountered to a refusal depth of about 1 foot below grade in each boring.

Below a depth of about 1 foot, rock coring techniques were used to advance the boreholes. Severely weathered, gray and brown, soft claystone was encountered below the silty clay to a depth of about 9 ½ feet below the existing grade. Moderately weathered to slightly weathered, brown, soft to moderately hard sandstone was encountered below the claystone to a termination depth of 21 feet. Due to the weathered nature of the bedrock materials, much of the core material was washed away during the coring operations. Core recoveries ranged from 0 to 83 percent. The quality of the bedrock is considered very poor to fair as defined by an RQD values ranging from 0 to 57 percent.

### **4.2 Site Geology**

A review of the Geologic Map of Kayjay, Kentucky Quadrangle published by the United States Geological Survey (USGS), indicates that the site is underlain by the Magoffin member of the

Breathitt Formation of the Pennsylvanian age. The Magoffin member is made up of Siltstone, sandstone, claystone and coal. This member can be over 520 feet in thickness.

We understand from the site owner that the general site area may have been mined. A detailed mine study to evaluate if any mines extend below the site were beyond the scope of this study.

#### **4.3 Groundwater Conditions**

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

### **5.0 ENGINEERING RECOMMENDATIONS**

Based on conversations with the property owner, we understand that mining has occurred within this portion of the mountain. As mentioned above, our borings were drilled to a depth of about 21 feet below the existing grade. A mine study was beyond the scope of this exploration. It is not known at this time if mines are located below the tower compound or if so to what depth they are located. Therefore, we recommend that a mine study of the area be performed to assess any affect that the mines may have on the tower foundation system.

Based on the encountered subsurface conditions, a mat foundation is suitable for support of the proposed tower. The lightly loaded equipment building can be supported on shallow spread footings. Tower and equipment building foundation recommendations are presented in the following paragraphs.

#### **5.1 Tower Foundation**

The mat foundation can be designed using the following natural soil/engineered fill parameters. These parameters are based on the findings of the borings, a review of published correlation values and Terracons experience with similar subsurface conditions. These design parameters also assume that the base of the mat foundation will rest on natural soils or well-graded crushed stone that is compacted and tested on a full time basis. The gently sloping site and relatively shallow overburden may result in slight excavation difficulties to achieve a level bearing pad. These difficulties could include bedrock excavation.



**Table 2 - Mat Foundation Design Parameters**

Depth (feet)	Description	Allowable Contact Bearing Pressure (psf)	Allowable Passive Pressure (psf)	Coefficient of Friction, Tan $\delta$	Vertical Modulus of Subgrade Reaction (pci)
0 - 2	Silty Clay and Claystone	Ignore	Ignore	-	
$\geq 2$	Claystone	3,000	Ignore	0.35	150

To assure that soft soils are not left under the mat foundation, it is recommended that a geotechnical engineer observe the foundation subgrade prior to concrete placement. Provided the above recommendations are followed, total mat foundation settlements are not anticipated to exceed about 1 inch. Differential settlements could reach 75 percent or more of the total settlement value, depending on the finished grades, any fill placement, and varying bedrock elevations.

## 5.2 Equipment Building Foundations

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

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

The recommended soil bearing value should be considered an upper limit, and any value less than that listed above would be acceptable for the foundation system. Using the value given, total settlement would be about 1 inch or less with differential settlements being less than 75 percent of total settlement. Footings should be placed at a depth of 2.0 feet, or greater, below finished exterior grade for protection against frost damage.

## 5.3 Parking and Drive Areas

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

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

#### **5.4 Site Preparation**

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

Any fill and backfill placed on the site should consist of approved materials that are free of organic matter and debris. Suitable fill materials should consist of well graded crushed stone below the tower foundation and well graded crushed stone or low-plasticity cohesive soil elsewhere. Low-plasticity cohesive soil should have a liquid limit of less than 45 percent and a plasticity index of less than 25 percent. Any on-site soils used as structural fill should be tested further prior to use. Fill should not contain frozen material and it should not be placed on a frozen subgrade.

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

The geotechnical engineer should be retained to monitor fill placement on the project and to perform field density tests as each lift of fill is placed in order to evaluate compliance with the design requirements. Standard Proctor and Atterberg limits tests should be performed on the representative samples of fill materials before their use on the site.

#### **6.0 GENERAL COMMENTS**

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

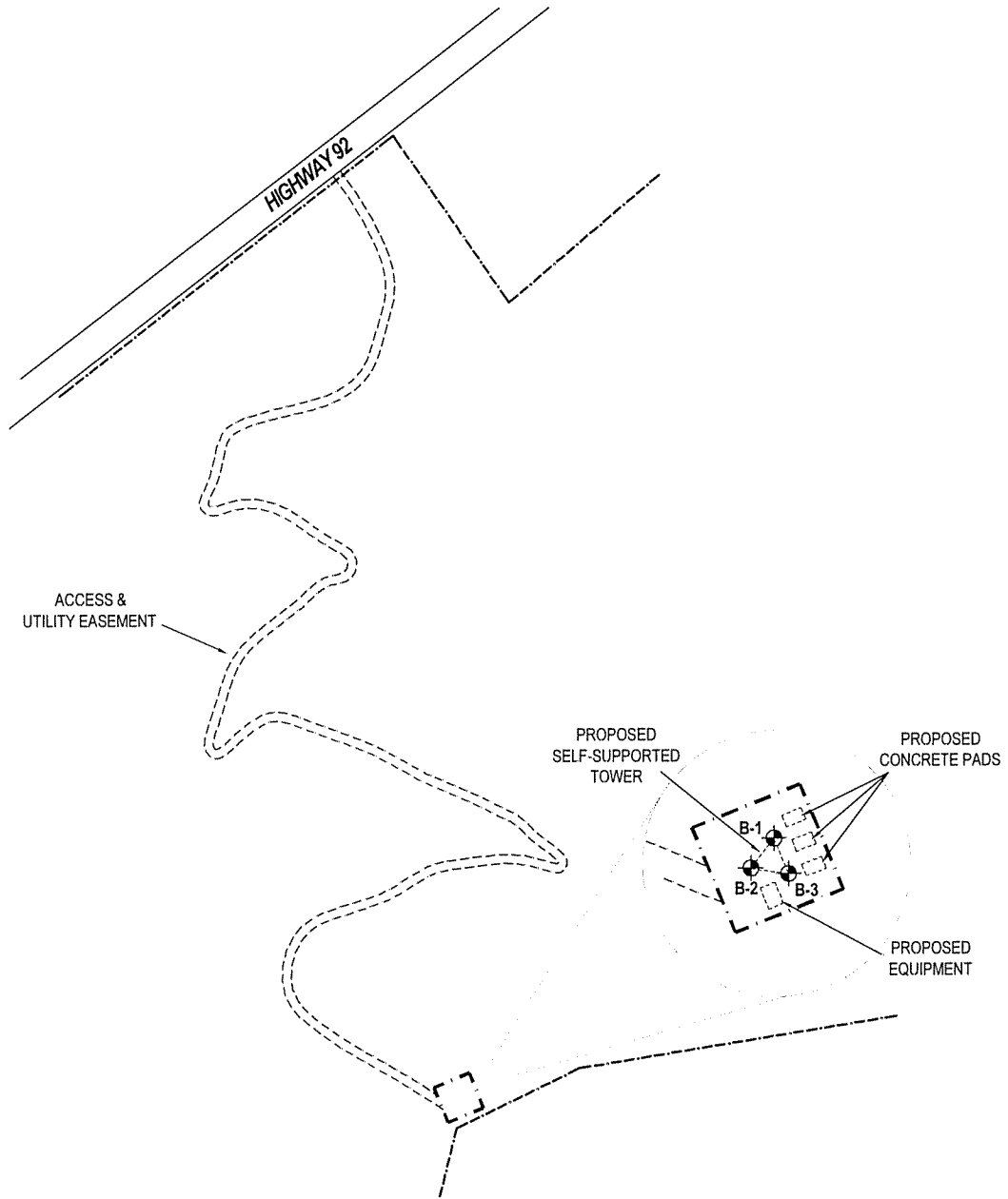
The analysis and recommendations presented in this report are based upon the data obtained from the borings performed at the indicated locations and from other information

discussed in this report. This report does not reflect variations that may occur across the site, between borings or due to the modifying effects of weather. The nature and extent of such variations may not become evident until during or after construction. If variations appear, we should be immediately notified so that further evaluation and supplemental recommendations can be provided.



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

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

## **APPENDIX**



**LEGEND**

-  APPROXIMATE BORING LOCATION
-  PROPERTY LINE

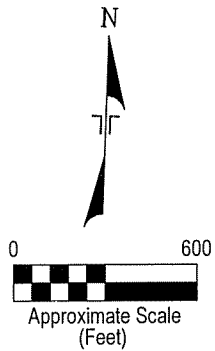


FIGURE 1  
 SOIL BORING LOCATION DIAGRAM  
 WARREN  
 HIGHWAY 92  
 PINEVILLE, KY  
 PROJECT NO. 57057353G

THIS DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

# LOG OF BORING NO. B-1

CLIENT  
**General Dynamics**

SITE  
**Pineville, Kentucky**

PROJECT  
**Warren Communication Tower**

GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS		
				NUMBER	TYPE	RECOVERY, in.	SPT - N * BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf
1	<p><b>SEVERELY WEATHERED SANDSTONE</b>, orangish brown, fine-grained, very soft, poorly cemented                      AUGER REFUSAL AT 1 FOOT, BEGAN CORING  <b>CLAYSTONE</b>, severely weathered, gray and brown, soft</p>	1		DB	80%	RQD 8%				
9.5	<p><b>SANDSTONE</b>, moderately to slightly weathered, brown, moderately hard to hard</p>	2		DB	20%	RQD 0%				
21	<p>BORING TERMINATED AT 21 FEET</p>	3		DB	80%	RQD 50%				

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

WATER LEVEL OBSERVATIONS, ft	
WL $\nabla$	$\nabla$
WL $\nabla$	$\nabla$
WL Dry Upon Auger Completion	



BORING STARTED		8-19-05	
BORING COMPLETED		8-19-05	
RIG	CME-550	FOREMAN	GT
APPROVED	<i>[Signature]</i>	JOB #	57057353G

BOREHOLE 99 LOGS.GPJ TERRACON.GDT 9/2/05

# LOG OF BORING NO. B-2

CLIENT <b>General Dynamics</b>		PROJECT <b>Warren Communication Tower</b>										
SITE <b>Pineville, Kentucky</b>												
GRAPHIC LOG		DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS			
					NUMBER	TYPE	RECOVERY, in.	SPT - N * BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf	
					1	DB	75%	RQD 0%				
					2	DB	60%	RQD 7%				
3	DB	60%	RQD 57%									
21	BORING TERMINATED AT 21 FEET							3250 psi				

**SEVERELY WEATHERED SANDSTONE**, orangish brown, fine-grained, very soft, poorly cemented  
**AUGER REFUSAL AT 1 FOOT, BEGAN CORING**  
**CLAYSTONE**, severely weathered, gray and brown, soft

**SANDSTONE**, moderately to slightly weathered, brown, moderately hard to hard

\*MANUAL HAMMER

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

WATER LEVEL OBSERVATIONS, ft	
WL $\nabla$	$\nabla$
WL $\nabla$	$\nabla$
WL Dry Upon Auger Completion	



BORING STARTED		8-19-05	
BORING COMPLETED		8-19-05	
RIG	CME-550	FOREMAN	GT
APPROVED <i>SLT</i>		JOB # 57057353G	

BOREHOLE 99 LOGS.GPJ TERRACON.GDT 9/2/05

# LOG OF BORING NO. B-3

CLIENT <b>General Dynamics</b>		PROJECT <b>Warren Communication Tower</b>								
SITE <b>Pineville, Kentucky</b>										
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS		
				NUMBER	TYPE	RECOVERY, in.	SPT - N * BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf
				1	DB	20%	RQD 0%			
				2	DB	83%	RQD 0%			
				3	DB	20%	RQD 0%			
4	DB	40%	RQD 13%							
9	21	BORING TERMINATED AT 21 FEET								

**SEVERELY WEATHERED SANDSTONE**, orangish brown, fine-grained, very soft, poorly cemented  
**AUGER REFUSAL AT 1 FOOT, BEGAN CORING**  
**CLAYSTONE**, severely weathered, gray and brown, soft

**SANDSTONE**, severely to moderately weathered, brown, soft to hard

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

\*MANUAL HAMMER

**WATER LEVEL OBSERVATIONS, ft**

WL	▽	▽	▽
WL	▽	▽	▽
WL	Dry Upon Auger Completion		



BORING STARTED		8-19-05	
BORING COMPLETED		8-19-05	
RIG	CME-550	FOREMAN	GT
APPROVED	<i>[Signature]</i>	JOB #	57057353G

BOREHOLE 99 LOGS.GPJ TERRACON.GDT 9/2/05



## GENERAL NOTES

### DRILLING & SAMPLING SYMBOLS:

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

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

### WATER LEVEL MEASUREMENT SYMBOLS:

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

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

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

#### CONSISTENCY OF FINE-GRAINED SOILS

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

#### RELATIVE DENSITY OF COARSE-GRAINED SOILS

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

#### RELATIVE PROPORTIONS OF SAND AND GRAVEL

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

#### GRAIN SIZE TERMINOLOGY

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

#### RELATIVE PROPORTIONS OF FINES

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

#### PLASTICITY DESCRIPTION

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

# UNIFIED SOIL CLASSIFICATION SYSTEM

## Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests<sup>A</sup>

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

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

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

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

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

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

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

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

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

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

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

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

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

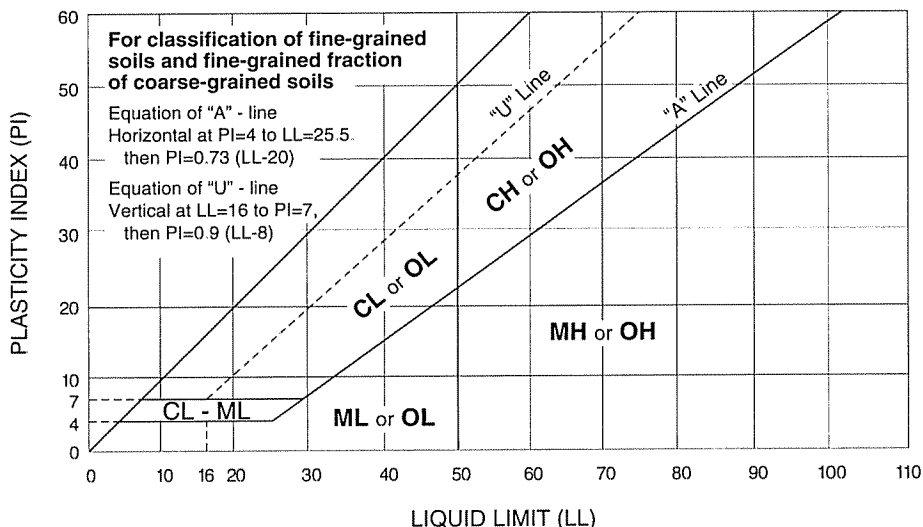
<sup>M</sup>If soil contains  $\geq 30\%$  plus No. 200, predominantly gravel, add "gravelly" to group name.

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

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

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

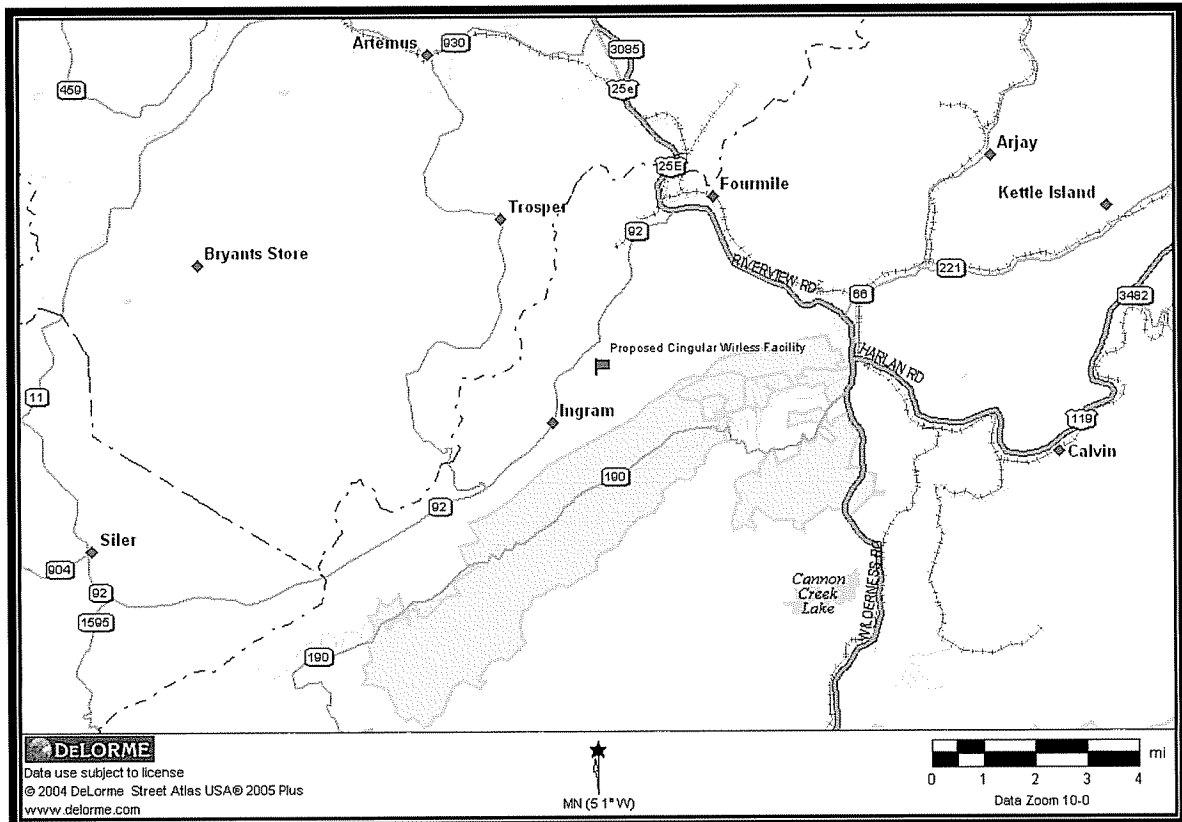
<sup>Q</sup> $PI$  plots below "A" line.



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

# PROPOSED WIRELESS TELECOMMUNICATIONS FACILITY

CINGULAR SITE NAME: WARREN



- From the Bell County seat located in Pineville, take US 25E North and travel approximately 4 miles until you reach SR 92. Turn left onto SR 92 and travel approximately 3.6 miles. The site is located on the left.
- Prepared by: Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. Toll free: 800-516-4293.

**EXHIBIT J**  
**COPY OF REAL ESTATE AGREEMENT**

Site Name: Warren Re-direct

Site No: \_\_\_\_\_

## OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT, made this 31 day of March, 2005, by and between **Oscoe Davidson Irrevocable Trust** (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 KY Hwy 92 at Greasy Creek, identified on PVA Map # 40 Parcel # 14.00 in Bell 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 240' 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 September 1st, 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 March 1st, 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 KY 92, 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:

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

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

for the initial term.

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

6. **Use.** TENANT shall use the Leased Property for the purpose of constructing, maintaining and operating a communications facility and any and all uses incidental thereto, which facility may consist of such buildings or equipment cabinets as are necessary to house telecommunications equipment, a free standing monopole, guyed or three sided antenna structure of sufficient height, as determined by TENANT now or in the future, to meet the telecommunications needs of TENANT and its subtenants, licensees and sublicensees, any and all necessary appurtenances, and a security fence of chain link or comparable construction that may, at the option of TENANT, be placed around the perimeter of the Leased Property 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. TENANT shall

restore the existing access road to its present condition within one month following site construction completion. TENANT agrees to maintain the access road leading to the Leased Property in a condition suitable for its own use and enjoyment and not for any other commercial or non-commercial use. Said maintenance may include the periodic spreading of gravel at a cost not to exceed Five Hundred Dollars (\$500.00) per calendar year. TENANT shall not be responsible for the condition of the access road if damage, wear or abuse is caused by any other user.

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

Site Name: Warren Re-direct

Site No: \_\_\_\_\_

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:

Oscoe Davidson Irrevocable Trust  
c/o Billy T. Bailey, Trustee  
RT 7 Box 450-B  
Pineville, KY 40977  
Facsimile No.: \_\_\_\_\_

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

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



22. **Termination.**

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

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

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

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

(iii) as otherwise provided in this Agreement.

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

causes TENANT to remain on the Leased Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate, or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal is completed.

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

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

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

27. **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,

Site Name: Warren Re-direct

Site No: \_\_\_\_\_

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: **Oscoe Davidson Irrevocable Trust**

Billy T. Bailey  
BY: Billy T. Bailey, Trustee

Title: Trustee

Date: 3-8-05

STATE OF KENTUCKY

COUNTY OF BELL

Before me, Nancy A. Moore, notary public of the State and County aforesaid, personally appeared Billy T. Bailey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath, acknowledged himself to be Trustee for Oscoe Davidson Irrevocable Trust, the within named bargainor, and that he as such representative, executed the foregoing instrument for the purpose therein contained, and signed the name of Billy T. Bailey by himself as Trustee.

Witness my hand and seal, at office in \_\_\_\_\_, this 8<sup>th</sup> day of March, 2005.

Nancy A. Moore  
Notary Public

Print Name Nancy A. Moore

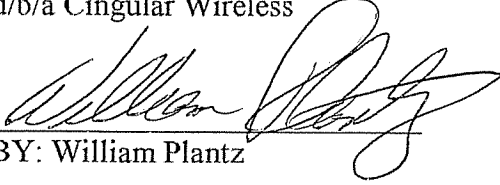
My Commission Expires: July 14, 2005

Site Name: Warren Re-direct

Site No: \_\_\_\_\_

TENANT: **New Cingular Wireless PCS, LLC**

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



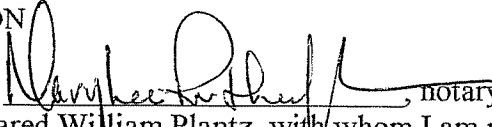
BY: William Plantz

Title: Executive Director

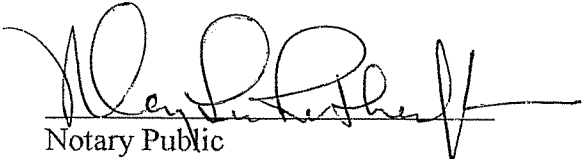
Date: 3/31/05

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 bargainer, 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 31st day of March, 2005.



Notary Public

My Commission Expires: 4-9-06

EXHIBIT "A"

Parent Tract Description

Tract No. 1.

Beginning on U.S. Geodetic Bench Mark No. Z-206, dated 1950. Said Bench Mark being set in a concrete culvert head which carries a small stream known as Sugar Camp Branch under Kentucky State Road No. 92. Thence, running Southward at a ninety degree angle to State Road No. 92 Two hundred feet (200') to a stake. Thence, turning at a left right angle eastwardly and running one hundred seventy eight feet (178') to Susan Faulkner's line. (Previously Fannie Tinsley's line). Thence, turning right and a Southerly direction running a short distance to a White Oak. Said White Oak being a corner of properties of Oscoe Davidson, Susan Faulkner and the Wheeler B. Boone heirs. Thence, leaving Susan Faulkner's line and running with the Boone heirs line S 38 30' 565 feet to a stake. Thence, South 48 00' W Six hundred sixty feet (660') to a stake. Thence South 37 30' East Five hundred ninety five feet (595') to a Beech. Thence South 46 30' East 220 feet (220') to where P. L. Madon reported finding a large sulphur spring when surveying for the Boone heirs on March 19, 1990. Thence, continuing the same line 46 30' East five hundred sixty feet (560') to poplar, Gum and dogwood (Boone's Deed call but now stripped away). Thence South 63 30' East Four hundred thirty two feet (432') to a point in the Boone 1990 survey. This should be the center of the mountain dividing Goodin Branch from Greasy Creek. Thence, turning a Westerly direction running with Boone's line and the center of the mountain dividing Goodin Branch and Greasy Creek a distance of approximately twenty six hundred feet (2600') to a point in the John Goodin Patent No. 34706. Said point being located seven poles down the South side of the mountain dividing the waters of Greasy Creek from that of Goodin Branch. Thence, running with said Patent No. 34706 South 25 West Seven poles to a Black Gum on the top of the ridge. Thence, South 36 15' West 19.6 poles to a Buckeye but corrected to South 35 West 20 poles. (See survey made by J. T. Williams for W. C. Golden Etal. Sept. 1937.) *Also, see Dead Book 115 - page 299 - Rice to Golden Deed.*

Thence; South 55½ West <sup>18 ¾</sup> 183¼ poles to a down Chestnut Oak <sup>376</sup> at edge of a rock. A Sugar tree and two hickories marked as pointers. Thence; South 32½ West 43.9 poles to a stake B.T. Blackgum corner. (A stone set) Thence; South 57½ West 40 poles to a stake B.T. Blackgum corner to Patent Noll, 649 on the line of the Charlie Carroll Patent No. 66,806 but corrected to South 55½ W. 41 poles and five feet to a stone 7 feet from a marked Black Gum.

Site Name: Warren Re-direct  
Site No: \_\_\_\_\_

Thence; North 10 West 6.4 poles to a large Spanisk Oak on the top of the ridge, corner of Patent No. 66 806. Thence; South 88 West 27.3 poles to A Pine corner of Patent No. 66,806 but corrected to South 89 $\frac{1}{4}$  West 28 $\frac{1}{4}$  poles to A marked Pine on A rock. Thence; North 59 $\frac{1}{2}$  West 27.3 poles to A stake on the spur but measured 32.8 poles to the spur. Thence; Down the spur North 85 $\frac{1}{2}$  West 8.1 poles Thence; North North 77 West 9 poles. Thence North 85 $\frac{1}{2}$  West 6.3 poles. Thence; North 64 $\frac{1}{2}$  West 5.4 poles. Thence North 48 West 20.7 poles. to a large Chestnut Oak on a spur of a ridge but corrected to North 49 $\frac{1}{4}$  West 21 and  $\frac{1}{3}$  poles to the Chestnut Oak pointed by a Hickory,, Dogwood and Ash. Thence North 52 West 6 poles, Thence; North 68 $\frac{1}{2}$  West 4.6 poles, about the coal level. Thence North 32 $\frac{1}{4}$  West 18.1 poles to A Maple and Black Gum corner of Patent No. 66,806, The Maple found marked and A Black Gum stump with sprouts, we marked the sprouts. Thence; North 43 and  $\frac{3}{4}$  West 13 poles to A stake. Thence North 31 West 25.4 poles to A White Walnut above the County Road leading up Greasy Creek. ( Now, 1995, KY. NO. 92) Thence leaving said Patent No. 66,806 and running an Easterly direction with the right of way line of Kentucky State Road 92 with its various metes and bounds for a distance of approximately twenty six hundred forty(2640 Feet to a stake intersecting the property lines of Oscoe Davidson, State Road No. 92 and the heirs of Wheeler B. Boone. Said stake is near a culvert draining a small hollow under Said Atate Road. Thence; Up said hollow South 44 $\frac{1}{2}$  East 825 feet to a Beech stump <sup>near the head of the hollow</sup> the beginning corner of the J. T. Williamson survey made in 1937 for Golden, Vanbever Etal. The Beech stump found rotted by Oscoe Davidson and Boyd Jones in 1973. Davidson and Jones placed a stone there at that time. Thence; North 51 45' East 569 $\frac{1}{4}$  feet (14 $\frac{1}{2}$  poles) to the center of a ridge. Thence leaving said survey turning down the ridge North 45 $\frac{1}{2}$  West following the center of said ridge approximately 850 feet to the intersection with the South right of way line of State Road No.92. Thence, turning East following the metes and bounds of State Road No.92 approximately 1584 feet to the beginning.

\*\*\*\*\*

**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.

**cingular**  
WIRELESS

**GENERAL DYNAMICS**  
Wireless Services

**BT**

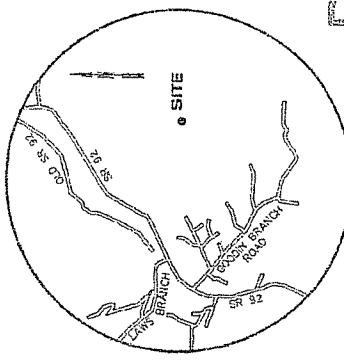
BIRCH, TRAMWEN & MUNS, INC.  
3001 TAYLOR SPRINGS DRIVE  
LOUISVILLE, KENTUCKY 40220  
(502) 459-8402 PHONE  
(502) 459-8427 FAX

**REVIEW COPY**

SITE NAME:	WARREN
SITE 10:	
SITE ADDRESS:	HWY 92 PHENIXVILLE, KY 40377
LEASE AREA:	10,000 SQ. FT.
PROPERTY OWNER:	RESCUEABLE TRAIL 6808 UNIONSPRING ROAD PHENIXVILLE, KY 40377
TAX MAP NUMBER:	40
PARCEL NUMBER:	16
SOURCE OF TITLE:	DEED BOOK 132, PAGE 287 MISC. DEED 17, PAGE 389
DATE:	3/7/05
REVISION/REUSE:	
NO.	1
ISSUE FOR COMMENT:	

TITLE: SURVEY PLAN

SHEET: C-2



**LEGAL DESCRIPTION**  
This is the description for Charles Warren, for an area to be leased from the property of Grace and conveyed to Grace Davidson Irrevocable Trust, c/o Billy T. Bailey Trustee of record in Miscellaneous Book 17, Page 287 by deed of record in Deed Book 132, Page 389. The description is as follows: Beginning at a point of beginning, thence S89°50'31"W, 31.87 feet to a point; thence N42°36'17"W, 30.03 feet to the true point of beginning; thence S89°50'31"W, 100.00 feet to a point; thence N68°23'43"E, 100.00 feet to a point; thence S89°50'31"W, 100.00 feet to the true point of beginning and containing 10,000 square feet.

**DESCRIPTION OF PROPOSED LEASE AREA**  
Note: All bearings and distances are based on Kentucky State Plane Coordinate System South Zone.

Beginning at a found aluminum disk stamped Ky Fish & Wildlife #3026 in the southerly property line of a tract of land and conveyed to Grace Davidson Irrevocable Trust, c/o Billy T. Bailey Trustee of record in Miscellaneous Book 17, Page 287 by deed of record in Deed Book 132, Page 389. The description is as follows: Beginning at a point of beginning, thence S89°50'31"W, 31.87 feet to a point; thence N42°36'17"W, 30.03 feet to the true point of beginning; thence S89°50'31"W, 100.00 feet to a point; thence N68°23'43"E, 100.00 feet to a point; thence S89°50'31"W, 100.00 feet to the true point of beginning and containing 10,000 square feet.

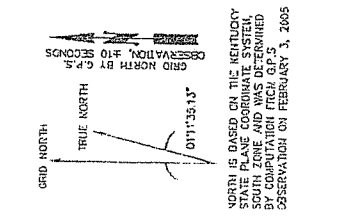
Also the right to use ingress, egress & utilities for the above described lease area a 30' wide easement, the containing described as follows: Beginning at a found aluminum disk stamped Ky Fish & Wildlife #3026 in the southerly property line of a tract of land and conveyed to Grace Davidson Irrevocable Trust, c/o Billy T. Bailey Trustee of record in Miscellaneous Book 17, Page 287 by deed of record in Deed Book 132, Page 389. The description is as follows: Beginning at a point of beginning, thence S89°50'31"W, 31.87 feet to a point; thence N42°36'17"W, 30.03 feet to the true point of beginning; thence S89°50'31"W, 100.00 feet to a point; thence N68°23'43"E, 100.00 feet to a point; thence S89°50'31"W, 100.00 feet to the true point of beginning and containing 10,000 square feet.

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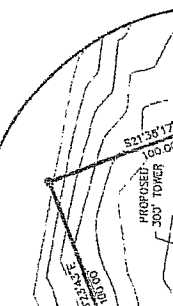
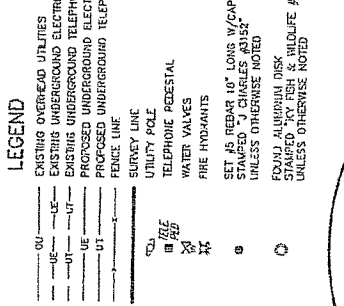
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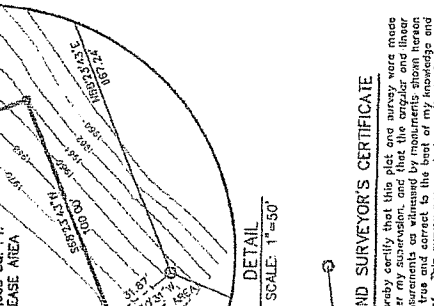
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SCALE: 1"=50'



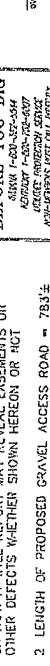
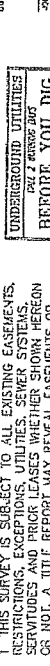
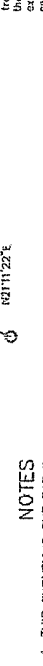
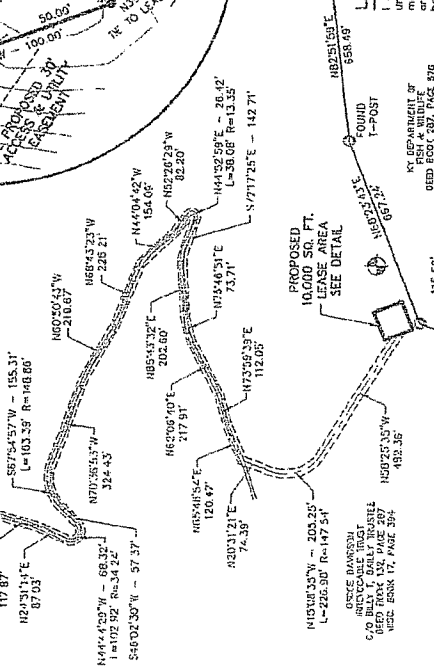
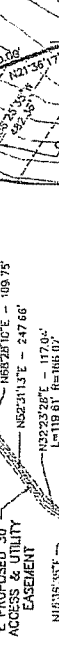
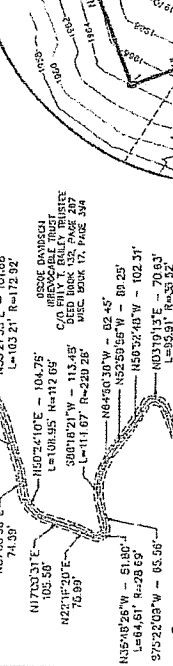
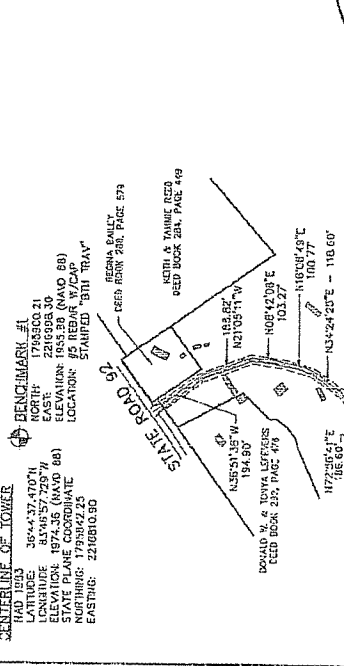
LAND SURVEYOR'S CERTIFICATE

LAND SURVEYOR'S CERTIFICATE

LAND SURVEYOR'S CERTIFICATE

LAND SURVEYOR'S CERTIFICATE

LAND SURVEYOR'S CERTIFICATE



COORDINATE POINT LOCATION

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**xingular**  
Wireless

**GENERAL DYNAMICS**  
Wireless Services

**BT**  
BUTCH TRAUTNER & IMMS, INC.  
3001 HAYLOR SPRINGS DRIVE  
LOUISVILLE, KENTUCKY 40220  
(502) 455-8427 FAX  
(502) 455-8427 FAX

**REVIEW COPY**

SITE NAME: WARREN

SITE ID: 111111

SITE ADDRESS: PINEVILLE, BELMONT CO., KY 40377

LEASE AREA: 10,000 SQ. FT.

PROPERTY OWNER: OSCEOLA DAMONSON IRREVOCABLE TRUST  
C/O BOURBON AGRES PER  
RT 7 BOX 495  
PINEVILLE, KY 40377

TAX MAP NUMBER: 40

PARCEL NUMBER: 13

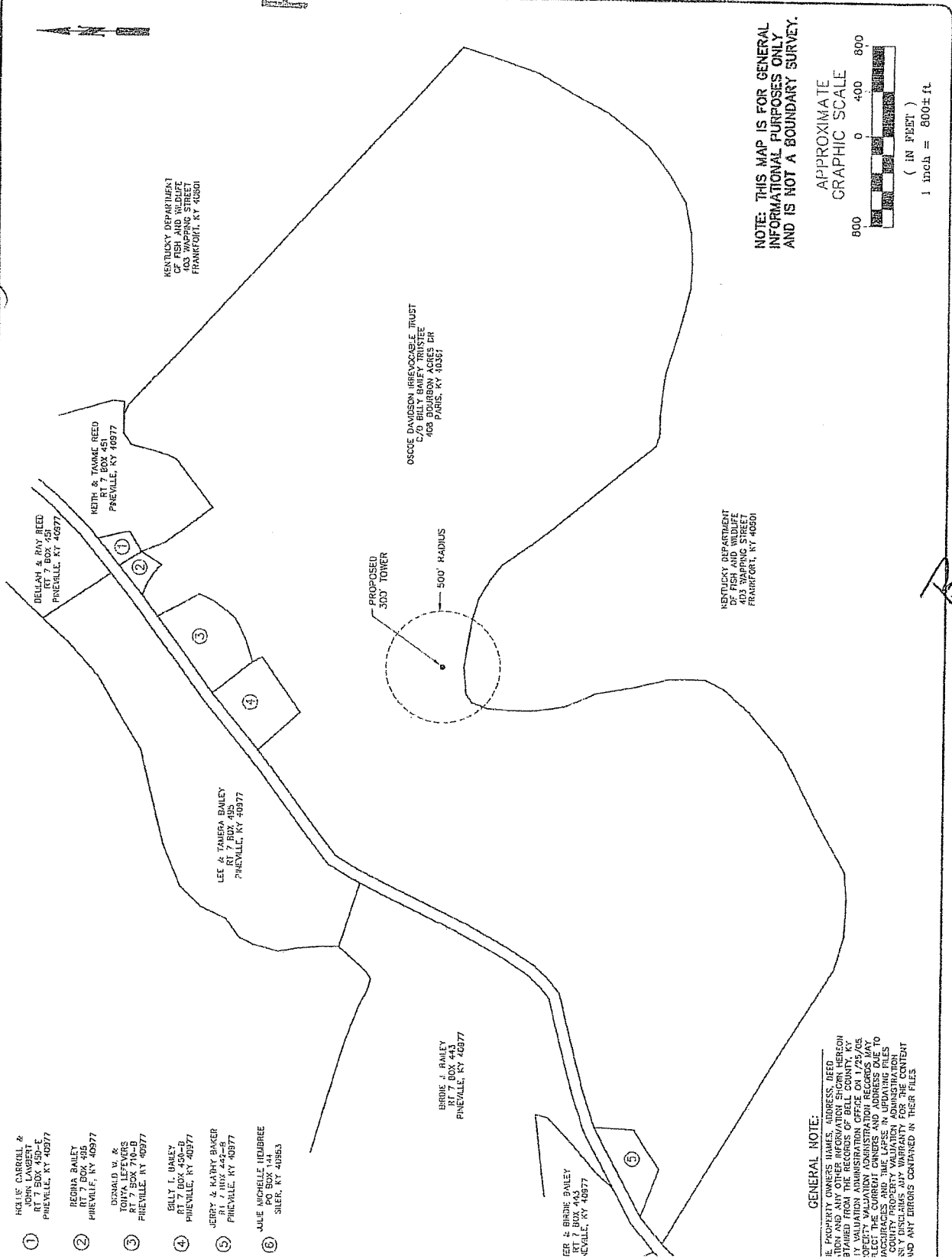
SOURCE OF TITLE: DEED BOOK 132, PAGE 287  
MISC. BOOK 17, PAGE 30A

COORDINATES: NAD 83  
Easting: 334657.237 W  
Northing: 4344572.237 N

NO.	REVISION/ISSUE	DATE
1.	ISSUE FOR COMMENT	2/10/05

TITLE: 500' RADIUS VICINITY MAP

SHEET: C-1

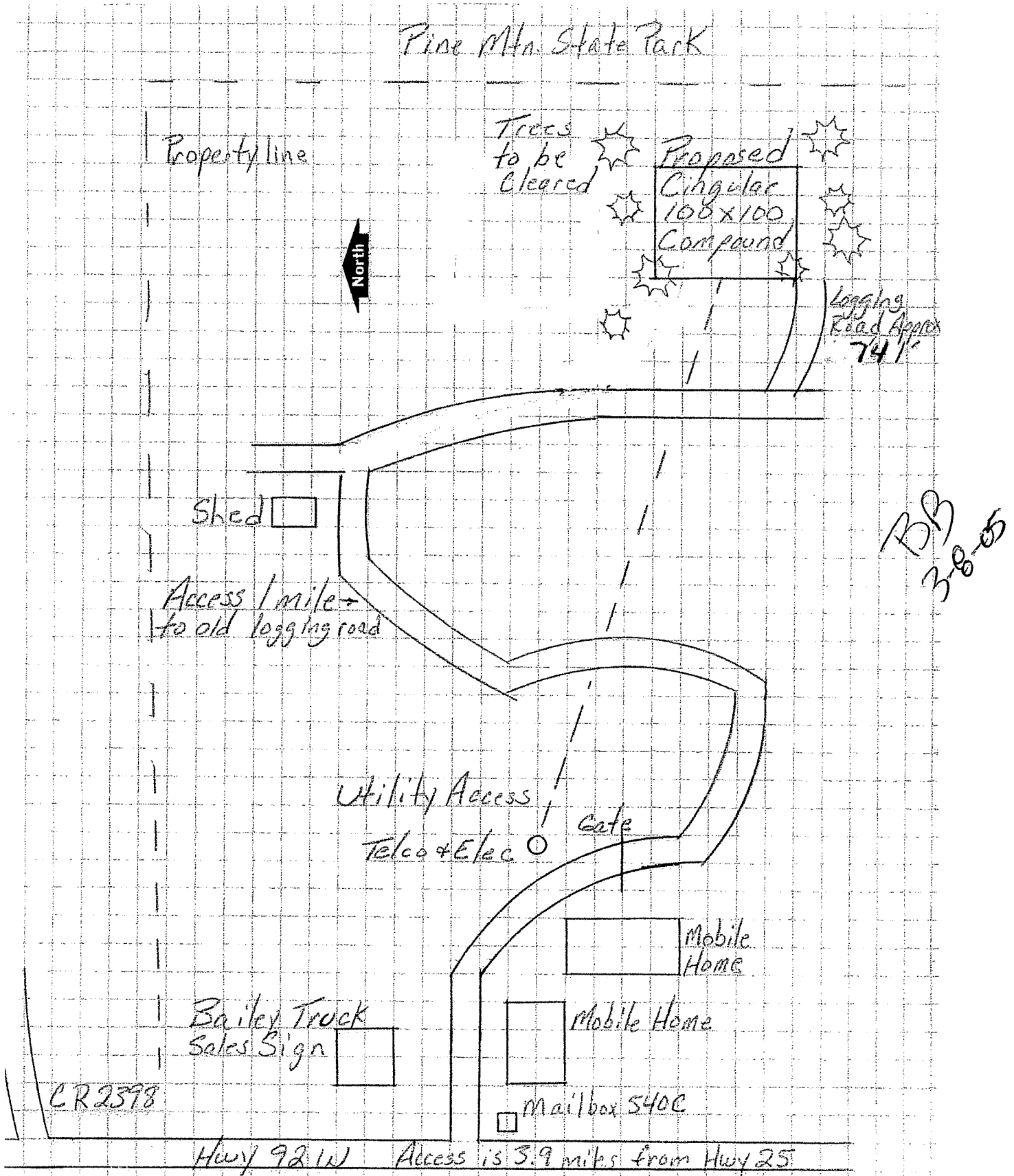


ASB

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3-8-05

Site Sketch

Pine Mtn State Park



**EXHIBIT K  
NOTIFICATION LISTING**

## WARREN LANDOWNER NOTICE LISTING

Hollie Carroll & John Lambert  
Rt 7 Box 450-E  
Pineville, KY 40977

Regina Bailey  
Rt 7 Box 495  
Pineville, KY 40977

Tonya & Donald W. Lefevers  
Rt 7 Box 450  
Pineville, KY 40977

Billy T. Bailey  
Rt 7 Box 450-B  
Pineville, KY 40977

Jerry & Kathy Baker  
Rt 7 Box 442-B  
Pineville, KY 40977

Julie Michelle Hembree  
P.O. Box 144  
Siler, KY 40963

Lee & Tamera Bailey  
Rt 7 Box 495  
Pineville, KY 40977

Birdie J. Bailey  
Rt 7 Box 443  
Pineville, KY 40977

Walter & Birdie Bailey  
Rt 7 Box 443  
Pineville, KY 40977

Beulah & Ray Reed  
Rt 7 Box 451  
Pineville, KY 40977

Keith & Tammy Reed  
Rt 7 Box 451  
Pineville, KY 40977

Oscoe Davidson Irrevocable Trust  
c/o Billy Bailey Trustee  
Rt 7 Box 450-B  
Pineville, KY 40977

Kentucky Department of Fish and Wildlife  
403 Wapping Street  
Frankfort, KY 40601

Oscoe Davidson Irrevocable Trust  
c/o Billy Bailey Trustee  
408 Bourbon Acres Drive  
Paris, KY 40361

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



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

## **Notice of Proposed Construction of Wireless Communications Facility**

### **Cingular Site Name: Warren**

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 Hwy 92, Pineville, Bell County, Kentucky 40977 (36°44'37.470" North latitude, 83°46'57.729" West longitude). The proposed facility will include a 300-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 Bell 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 2005-00381 in any correspondence sent in connection with this matter.

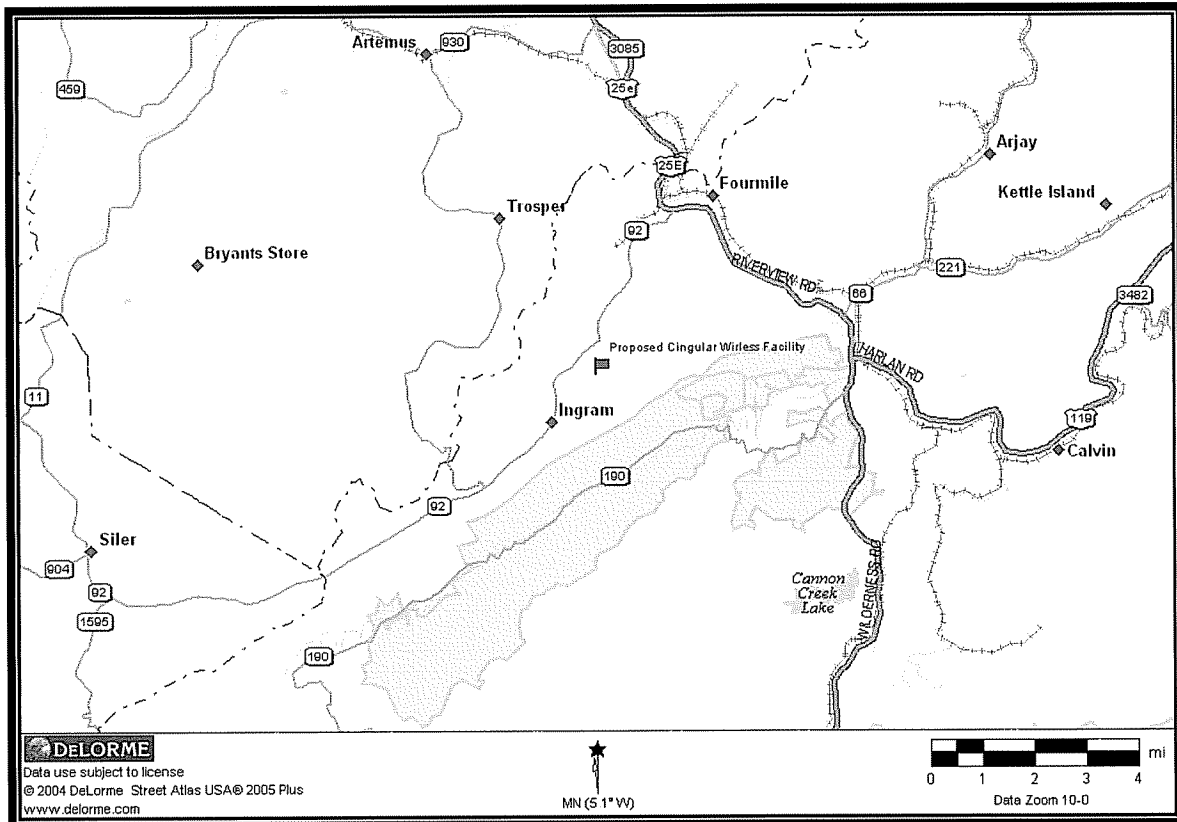
We have attached a map showing the site location for the proposed tower. Cingular's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area.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

# PROPOSED WIRELESS TELECOMMUNICATIONS FACILITY

CINGULAR SITE NAME: WARREN



- From the Bell County seat located in Pineville, take US 25E North and travel approximately 4 miles until you reach SR 92. Turn left onto SR 92 and travel approximately 3.6 miles. The site is located on the left.
- Prepared by: Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. Toll free: 800-516-4293.

**EXHIBIT M**  
**COPY OF COUNTY JUDGE/EXECUTIVE NOTICE**





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

September 23, 2005

**VIA CERTIFIED MAIL**

Hon. William Kelley  
Bell County Judge Executive  
P.O. Box 339  
Pineville, KY 40977-0339

RE: Notice of Proposal to Construct Wireless Communications Facility  
Kentucky Public Service Commission Docket No. 2005-00381  
Site Name: Warren

Dear Judge Kelley:

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 Hwy 92, Pineville, Bell County, Kentucky 40977 (36°44'37.470" North latitude, 83°46'57.729" West longitude). The proposed facility will include a 300-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 2005-00381 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.

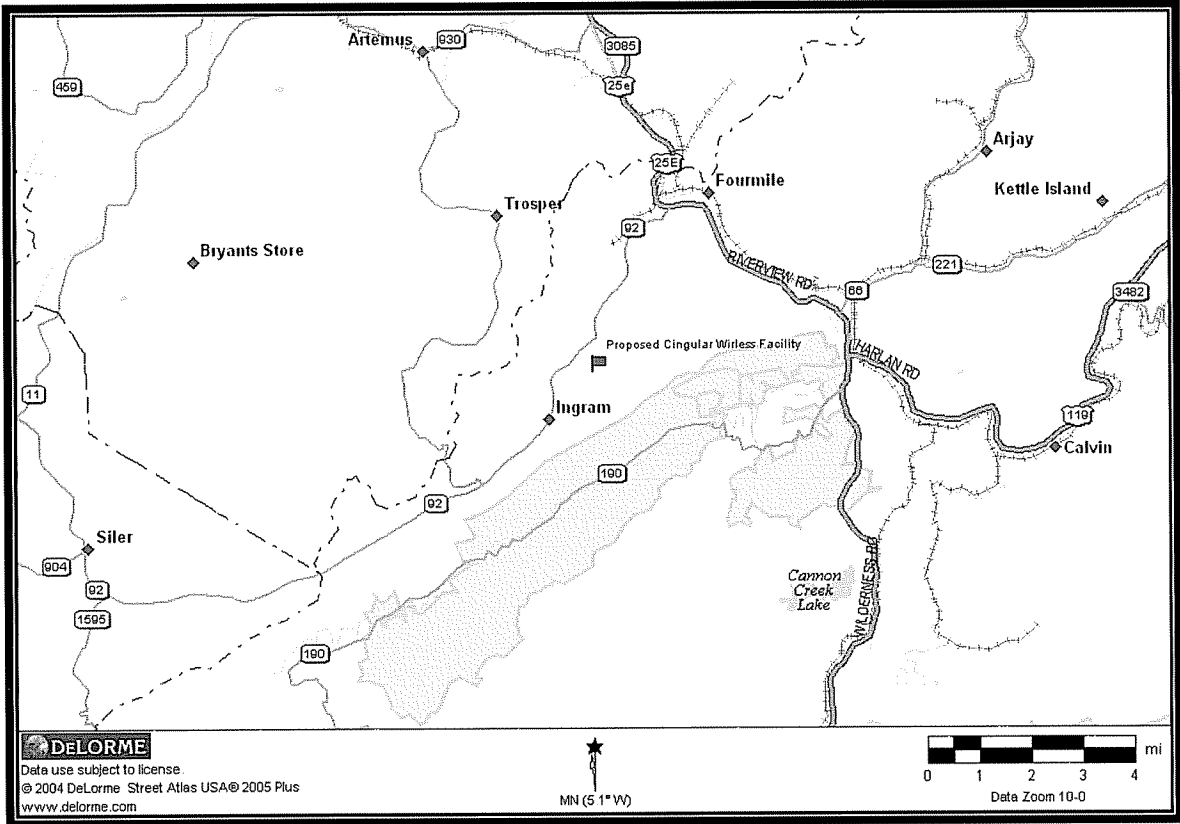
Sincerely,

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

Enclosure

# PROPOSED WIRELESS TELECOMMUNICATIONS FACILITY

CINGULAR SITE NAME: WARREN



- From the Bell County seat located in Pineville, take US 25E North and travel approximately 4 miles until you reach SR 92. Turn left onto SR 92 and travel approximately 3.6 miles. The site is located on the left.
- Prepared by: Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. Toll free: 800-516-4293.

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

## NOTICE SIGNS

### CINGULAR SITE NAME: WARREN

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 2005-00381 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 2005-00381 in your correspondence.

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



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

June 1, 2005

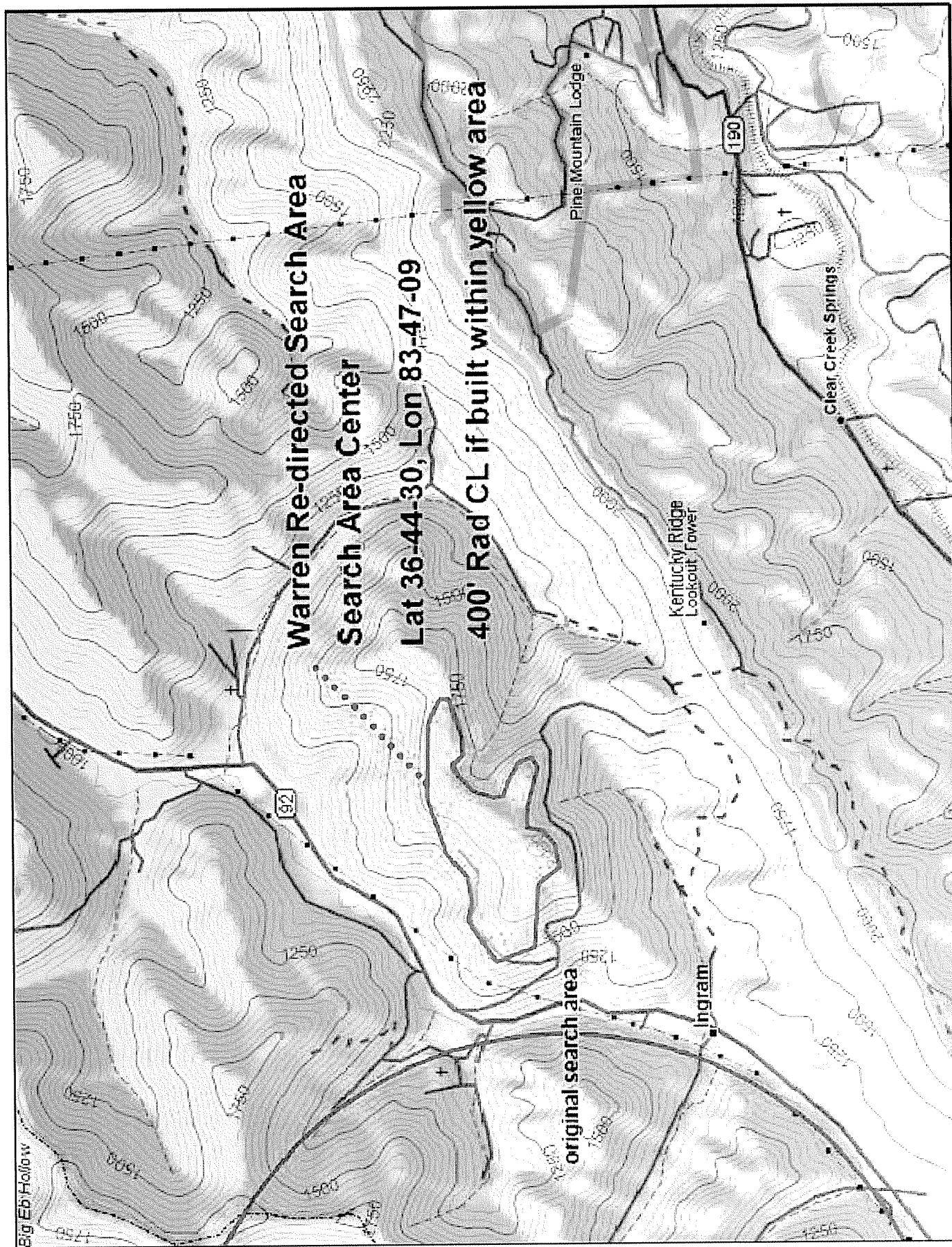
To Whom It May Concern:

Dear Sir or Madam:

The search area for the proposed Cingular Wireless site called Warren was laid out to allow a site built within it to be able to provide the necessary coverage improvement along Hwy 92 in Western Bell County. Any site built within the search area must be constructed so as to satisfy the minimum engineering specifications for that project. Therefore, a site built to those specifications, within the search area, will be able to satisfy the coverage objective in the area of concern.

A handwritten signature in black ink that reads 'David R. Czarnecki'.

David R. Czarnecki  
RF Design Engineer



**Warren Re-directed Search Area**

**Search Area Center**

**Lat 36-44-30, Lon 83-47-09**

**400' Rad CL if built within yellow area**

**original search area**

**Ingram**

**Kentucky Ridge  
Lookout Tower**

**Pine Mountain Lodge**

**Clear Creek Springs**



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

June 1, 2005

To Whom It May Concern:

Dear Sir or Madam:

The proposed Cingular Wireless site called Warren, to be located in Bell County, KY at Latitude 36-44-37.47 North, Longitude 083-46-57.73 West, is needed to provide coverage improvement along Hwy 92 in Western Bell County.

The placement of the proposed site Warren will serve to increase coverage, capacity and reliability Cingular Wireless' system in the area to provide improved service to present and future area customers, including enhanced access to wireless 911 emergency response systems.

A handwritten signature in black ink that reads "David R. Czarnecki". The signature is written in a cursive style with a large, looped 'D' and 'C'.

David R. Czarnecki  
RF Design Engineer





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

June 1, 2005

To Whom It May Concern:

Dear Sir or Madam:

This letter is to serve as documentation that the proposed Cingular Wireless site called Warren to be located in Bell County, KY at Latitude 36-44-37.47 north, Longitude 083-46-57.73 west has been designed, and will be built and operated in accordance with all applicable FCC and FAA regulations.

A handwritten signature in black ink that reads 'David R. Czarnecki'.

David R. Czarnecki  
RF Design Engineer