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Shepherdsville, KY 40165-0369  
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January 27, 2006

RECEIVED

JAN 27 2006

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

Case No. 2006-00039

RE: Application to Construct Wireless Communications Facility  
Location: Mort Botts Road, Denniston, Kentucky 40316  
Applicant: New Cingular Wireless PCS, LLC  
Site Name: Menifee Relo

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 Menifee 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 'D. Pike'.

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

Enclosures

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

**RECEIVED**

JAN 27 2006

PUBLIC SERVICE  
COMMISSION

In the Matter of:

THE APPLICATION OF )  
NEW CINGULAR WIRELESS PCS, LLC )  
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC ) CASE NO.: 2006-00039  
CONVENIENCE AND NECESSITY TO CONSTRUCT )  
A WIRELESS COMMUNICATIONS FACILITY AT )  
MORT BOTTS ROAD, DENNISTON, KENTUCKY 40316 )  
IN THE WIRELESS COMMUNICATIONS LICENSE AREA )  
IN THE COMMONWEALTH OF KENTUCKY )  
IN THE COUNTY OF MENIFEE )

SITE NAME: MENIFEE RELO

\* \* \* \* \*

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

New Cingular Wireless PCS, LLC ("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 Mort Botts Road, Denniston, Kentucky 40316 (37°55'42" North latitude, 83°32'46.4" 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 Marvin and Lillie M. Botts pursuant to a Deed recorded at Deed Book 33, Page 192 in the office of the Menifee County Clerk. The proposed WCF will consist of a 340-foot tall tower, with an approximately 15-foot tall lightning arrestor attached at the top, for a total height of 355-feet. The WCF will also include concrete foundations to accommodate the placement of the Applicant's proprietary radio electronics equipment. The equipment will be housed in a prefabricated cabinet or shelter that will contain: (i) the transmitting and receiving equipment required to connect the WCF with the Applicant's users in Kentucky, (ii) telephone lines that will link the WCF with the Applicant's other facilities, (iii) battery back-up that will allow the Applicant to operate even after a loss of outside power, and (iv) all other necessary appurtenances. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as **Exhibit B** and **Exhibit C**. Periodic inspections will be performed on the WCF in accordance with the applicable regulations or requirements of the PSC.

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

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

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

10. FAA notice is required for the proposed construction, and lighting or marking requirements may be applicable to this facility. A copy of the FAA determination of no

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

11. A copy of the Kentucky Airport Zoning Commission ("KAZC") approval 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. Dielectric (“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 Medley’s Project Management, and the identity and qualifications of each person directly responsible for construction of the proposed tower are contained in the attached letter submitted as part of **Exhibit C**.

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

19. The possibility of high winds has been considered in the design of this tower. The tower has been designed and engineered by professional engineers using computer assistance and the same accepted codes and standards as are typically used for high-rise building construction. The tower design is in accordance with ANSI/EIA-222-F standards, for a wind load of 80 m.p.h. basic wind speed with 1/2” radial ice.

20. The site development plan signed and sealed by a professional engineer registered in Kentucky was prepared by Richard C. Barrios. The site survey was performed by W.K. Westerman. Sheet Number 03 of **Exhibit B** is drawn to a scale of no less than one (1) inch equals 200 feet, and identifies every owner of real estate within 500

feet of the proposed tower (according to the records maintained by the County Property Valuation Administrator). Every structure and every easement within 500 feet of the proposed tower or within 200 feet of the access road including intersection with the public street system is illustrated in **Exhibit B**.

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

22. Applicant has notified the Menifee 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 Menifee County Judge/Executive of his/her right to request intervention. A copy of this notice is attached as **Exhibit M**.

23. Two notice signs meeting the requirements prescribed by 807 KAR 5:063, Section 1(2), measuring at least two (2) feet in height and four (4) feet in width and containing all required language in letters of required height, have been posted, one in a visible location on the proposed site and one on the nearest public road. Such signs shall remain posted for at least two (2) weeks after filing of the Application, and a copy of the



posted text is attached as **Exhibit N**. Notice of the location of the proposed facility has also been published in a newspaper of general circulation in the county in which the WCF is proposed to be located.

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

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

necessary search area within which the site should be located pursuant to radio frequency requirements is attached as **Exhibit O**.

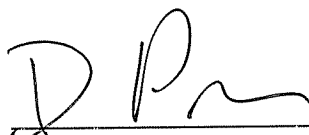
26. All Exhibits to this Application are hereby incorporated by reference as if fully set out as part of the Application.

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

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

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

Respectfully submitted,



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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 Approval
- 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.

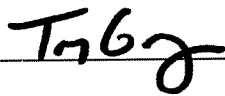
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 1st day of February, 2005.

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 FCC GROUP  
Orange Licenses Holding, LLC  
5601 LEGACY DRIVE, MS: A-3  
PLANO, TX 75024

<b>FCC Registration Number (FRN):</b> 0012362919	
<b>Call Sign:</b> KNKN956	<b>File Number:</b>
<b>Radio Service:</b> CL - Cellular	
<b>Market Number</b> CMA450	<b>Channel Block</b> B
<b>Sub-Market Designator</b> 0	

<b>Market Name</b> Kentucky 8 - Mason
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<b>Grant Date</b> 08/21/2001	<b>Effective Date</b> 09/29/2005	<b>Expiration Date</b> 10/01/2011	<b>Five Yr Build-Out Date</b> 03/13/1997	<b>Print Date</b> 01/24/2006
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**Site Information**

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
1	38-06-01.6 N	083-56-44.2 W	307.8	126.8	1059771
Address		City	County	State	Construction Deadline
3003 Maysville Road		MT. STERLING	MONTGOMERY	KY	

<b>Antenna: 1 Azimuth (degrees from true north)</b>	0°	45°	90°	135°	180°	225°	270°	315°
<b>Antenna Height AAT (meters)</b>	134.9	124.9	141.0	141.7	124.2	115.4	130.2	142.5
<b>Transmitting ERP (watts)</b>	72.400	72.400	72.400	72.400	72.400	72.400	72.400	72.400

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
2	38-11-09.0 N	083-25-12.0 W	377.0	60.4	
Address		City	County	State	Construction Deadline
1055 East Main Street		MOREHEAD	ROWAN	KY	

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<b>Antenna: 1 Azimuth (degrees from true north)</b>	<b>0°</b>	<b>45°</b>	<b>90°</b>	<b>135°</b>	<b>180°</b>	<b>225°</b>	<b>270°</b>	<b>315°</b>
<b>Antenna Height AAT (meters)</b>	118.2	111.2	124.5	106.3	128.1	158.9	166.0	147.7
<b>Transmitting ERP (watts)</b>	98.790	93.480	92.150	92.150	96.050	94.080	96.050	95.630

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.		
3	38-38-33.1 N	083-45-53.4 W	260.2	60.9				
Address			City	County	State	Construction Deadline		
73 EDMONT ROAD			MAYSVILLE	MASON	KY			

<b>Antenna: 1 Azimuth (degrees from true north)</b>	<b>0°</b>	<b>45°</b>	<b>90°</b>	<b>135°</b>	<b>180°</b>	<b>225°</b>	<b>270°</b>	<b>315°</b>
<b>Antenna Height AAT (meters)</b>	65.5	46.2	100.6	45.9	52.9	42.0	31.1	76.9
<b>Transmitting ERP (watts)</b>	14.420	16.830	42.200	65.910	62.950	65.910	45.750	19.850

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.		
4	38-19-06.7 N	084-07-20.5 W	271.3	126.2		1043355		
Address			City	County	State	Construction Deadline		
1000' WEST OF INTERSECTION HWY 386 & 68			MILLERSBURG	NICHOLAS	KY			

<b>Antenna: 1 Azimuth (degrees from true north)</b>	<b>0°</b>	<b>45°</b>	<b>90°</b>	<b>135°</b>	<b>180°</b>	<b>225°</b>	<b>270°</b>	<b>315°</b>
<b>Antenna Height AAT (meters)</b>	131.0	144.3	128.4	129.2	121.8	130.4	151.1	140.1
<b>Transmitting ERP (watts)</b>	80.000	80.000	80.000	80.000	80.000	80.000	80.000	80.000

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.		
5	38-41-03.8 N	084-03-26.6 W	281.0	127.1		1043359		
Address			City	County	State	Construction Deadline		
601 State Route 10 - Bluegrass Road			Brooksville	BRACKEN	KY			

<b>Antenna: 1 Azimuth (degrees from true north)</b>	<b>0°</b>	<b>45°</b>	<b>90°</b>	<b>135°</b>	<b>180°</b>	<b>225°</b>	<b>270°</b>	<b>315°</b>
<b>Antenna Height AAT (meters)</b>	177.2	163.9	126.6	144.2	164.8	149.2	145.0	176.8
<b>Transmitting ERP (watts)</b>	73.290	43.160	6.840	0.310	0.150	0.190	6.240	43.160
<b>Antenna: 2 Azimuth (degrees from true north)</b>	<b>0°</b>	<b>45°</b>	<b>90°</b>	<b>135°</b>	<b>180°</b>	<b>225°</b>	<b>270°</b>	<b>315°</b>
<b>Antenna Height AAT (meters)</b>	177.2	163.9	126.6	144.2	164.8	149.2	145.0	176.8
<b>Transmitting ERP (watts)</b>	0.730	14.290	58.220	69.990	27.330	2.430	0.150	0.150
<b>Antenna: 3 Azimuth (degrees from true north)</b>	<b>0°</b>	<b>45°</b>	<b>90°</b>	<b>135°</b>	<b>180°</b>	<b>225°</b>	<b>270°</b>	<b>315°</b>
<b>Antenna Height AAT (meters)</b>	177.2	163.9	126.6	144.2	164.8	149.2	145.0	176.8
<b>Transmitting ERP (watts)</b>	0.790	0.150	0.150	2.320	27.230	69.990	58.220	14.960

Location	Latitude	Longitude	Ground Elevation	Structure Hgt to Tip	Antenna Structure			
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6	38-35-58.3 N	083-10-00.7 W	(meters) 319.6	(meters) 60.7	Registration No.			
<b>Address</b>			<b>City</b>	<b>County</b>	<b>State</b>	<b>Construction Deadline</b>		
803 Highway 546-State Route10			GARRISON	LEWIS	KY			

<b>Antenna: 1 Azimuth (degrees from true north)</b>	<b>0°</b>	<b>45°</b>	<b>90°</b>	<b>135°</b>	<b>180°</b>	<b>225°</b>	<b>270°</b>	<b>315°</b>
<b>Antenna Height AAT (meters)</b>	94.8	152.2	91.0	79.2	84.5	127.2	164.7	90.4
<b>Transmitting ERP (watts)</b>	16.870	22.760	7.890	0.480	0.100	0.100	0.100	2.740
<b>Antenna: 2 Azimuth (degrees from true north)</b>	<b>0°</b>	<b>45°</b>	<b>90°</b>	<b>135°</b>	<b>180°</b>	<b>225°</b>	<b>270°</b>	<b>315°</b>
<b>Antenna Height AAT (meters)</b>	94.8	152.2	91.0	79.2	84.5	127.2	164.7	90.4
<b>Transmitting ERP (watts)</b>	0.100	0.100	0.100	2.870	17.260	22.760	7.540	0.440

<b>Location</b>	<b>Latitude</b>	<b>Longitude</b>	<b>Ground Elevation (meters)</b>	<b>Structure Hgt to Tip (meters)</b>	<b>Antenna Structure Registration No.</b>			
7	37-55-57.9 N	083-36-11.6 W	390.9	58.8				
<b>Address</b>			<b>City</b>	<b>County</b>	<b>State</b>	<b>Construction Deadline</b>		
806 US 460 - SR 77			Frenchburg	MENIFEE	KY			

<b>Antenna: 1 Azimuth (degrees from true north)</b>	<b>0°</b>	<b>45°</b>	<b>90°</b>	<b>135°</b>	<b>180°</b>	<b>225°</b>	<b>270°</b>	<b>315°</b>
<b>Antenna Height AAT (meters)</b>	144.5	140.6	121.7	97.9	109.1	137.3	110.5	131.6
<b>Transmitting ERP (watts)</b>	95.770	56.390	8.940	0.400	0.200	0.250	8.150	56.390
<b>Antenna: 2 Azimuth (degrees from true north)</b>	<b>0°</b>	<b>45°</b>	<b>90°</b>	<b>135°</b>	<b>180°</b>	<b>225°</b>	<b>270°</b>	<b>315°</b>
<b>Antenna Height AAT (meters)</b>	144.5	140.6	121.7	97.9	109.1	137.3	110.5	131.6
<b>Transmitting ERP (watts)</b>	0.810	17.870	70.990	67.410	35.580	2.840	0.200	0.200
<b>Antenna: 3 Azimuth (degrees from true north)</b>	<b>0°</b>	<b>45°</b>	<b>90°</b>	<b>135°</b>	<b>180°</b>	<b>225°</b>	<b>270°</b>	<b>315°</b>
<b>Antenna Height AAT (meters)</b>	144.5	140.6	121.7	97.9	109.1	137.3	110.5	131.6
<b>Transmitting ERP (watts)</b>	0.870	0.200	0.200	2.710	35.580	67.410	70.990	18.710

<b>Location</b>	<b>Latitude</b>	<b>Longitude</b>	<b>Ground Elevation (meters)</b>	<b>Structure Hgt to Tip (meters)</b>	<b>Antenna Structure Registration No.</b>			
8	38-34-35.8 N	083-26-23.3 W	321.0	120.4	1206373			
<b>Address</b>			<b>City</b>	<b>County</b>	<b>State</b>	<b>Construction Deadline</b>		
Off of SR # 10			CHARTERS	LEWIS	KY			

<b>Antenna: 1 Azimuth (degrees from true north)</b>	<b>0°</b>	<b>45°</b>	<b>90°</b>	<b>135°</b>	<b>180°</b>	<b>225°</b>	<b>270°</b>	<b>315°</b>
<b>Antenna Height AAT (meters)</b>	217.5	176.7	165.8	130.4	105.8	131.0	187.3	153.4
<b>Transmitting ERP (watts)</b>	0.200	2.180	30.100	90.910	86.820	25.620	1.510	0.200
<b>Antenna: 2 Azimuth (degrees from true north)</b>	<b>0°</b>	<b>45°</b>	<b>90°</b>	<b>135°</b>	<b>180°</b>	<b>225°</b>	<b>270°</b>	<b>315°</b>
<b>Antenna Height AAT (meters)</b>	217.5	176.7	165.8	130.4	105.8	131.0	187.3	153.4
<b>Transmitting ERP (watts)</b>	9.300	0.420	0.200	0.260	8.480	58.690	99.680	58.690



**Control Points**

Control Point No.	Address	City	County	State	Telephone Number
1	2601 Palumbo Drive	Lexington		KY	(606)269-1050

**Waivers/Conditions**

THE FOLLOWING CELLULAR GEOGRAPHIC SERVICE AREAS HAVE BEEN COMBINED. (LISTED BY CALL SIGN, MARKET NUMBER AND BLOCK, AND MARKET NAME): (KNKN964, 448B, KY 6), (KNKQ255, 449B1, KY 7), (KNKA245, 37B, LOUISVILLE), (KNKA394, 116B, LEXINGTON)

The Cellular Geographic Service Areas of the following cellular systems (listed by call sign) have been combined: CGSA#7- KNKA394, KNKA245, KNKN964, KNKQ255, KNKN956 and KNKQ391.

**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**

## TOWER DESIGN CRITERIA

Roy Johnson  
 Medley's Project Management  
 376 Pounds Lane  
 Simpsonville, KY. 40067  
 Ph # 502-722-5697  
 Fax # 502-722-5691

RE: 340' Self- Supporter.  
 Site Name: Denniston, KY.  
 Wind Speed: 80 MPH With 1/2" Ice in accordance with the TIA/EIA-222-F

<u>Tower Loading</u>	<u>Feedlines</u>	<u>Elevation</u>
(12) Typical 8' panels	1-5/8"	340'
(6) Andrew TMA (9.2"x6.5"x3.1", 7.71 lbs)	1-5/8"	340'
(12) Typical 8' panels	1-5/8"	325'
(12) Typical 8' panels	1-5/8"	310'

All Dielectric antenna support structures are designed per the TIA/EIA-222-F Structural Standards for Steel Antenna Towers and Antenna Supporting Structures. The TIA/EIA-222-F Specification incorporates the ASCE 7-93 Standard to determine the design wind force on a tower.

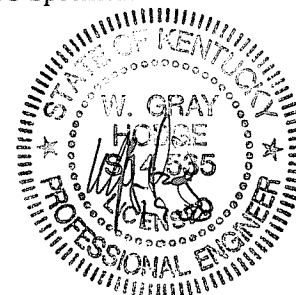
The ASCE 7-93 Standard determines the wind force based on the "fastest-mile" wind speed standard for a particular locale. The TIA/EIA-222-F Specification modifies the design wind force by the application of various coefficients such as a gust factor, site exposure factor, solidity ratio and shape factors for round or flat structural members and linear or discrete appurtenances.

In recent years, many jurisdictions have adopted the new International Building Code which references the ASCE 7-98 Standard to determine design wind forces. The ASCE 7-98 Standard determines the wind force based on "three-second wind gust". When Dielectric structures are shipped to locations where the governing building code is the International Building Code or a code which references either the ASCE 7-98 Standard, the Dielectric design is based on wind loads determined in accordance with the ASCE 7-98 Standard and the appropriate coefficients as per the TIA/EIA-222-F Standard.

In addition, all structural steel design is performed in accordance with the provisions of the Specification for Structural Steel Buildings, Allowable Stress Design and Plastic Design, June 1, 1989, as published by the American Institute of Steel Construction (AISC). The AISC Specification is also referenced by the TIA/EIA-222-F Standard.

If you have any questions, please feel free to contact us.

Dielectric Tower Operations  
 Engineering Department



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.

REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
#9 GRADE 60	37'	200	7400'

PIER (verts) (Total for 3 Piers)

REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
#7 GRADE 60	7' - 8"	93	720'

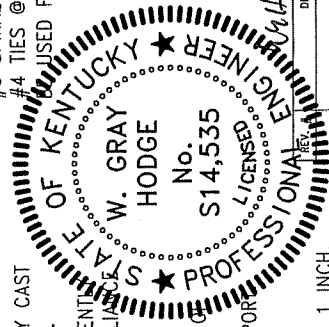
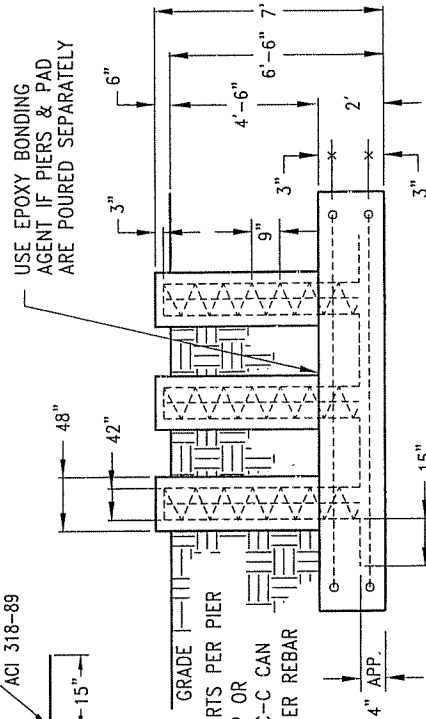
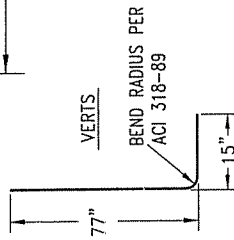
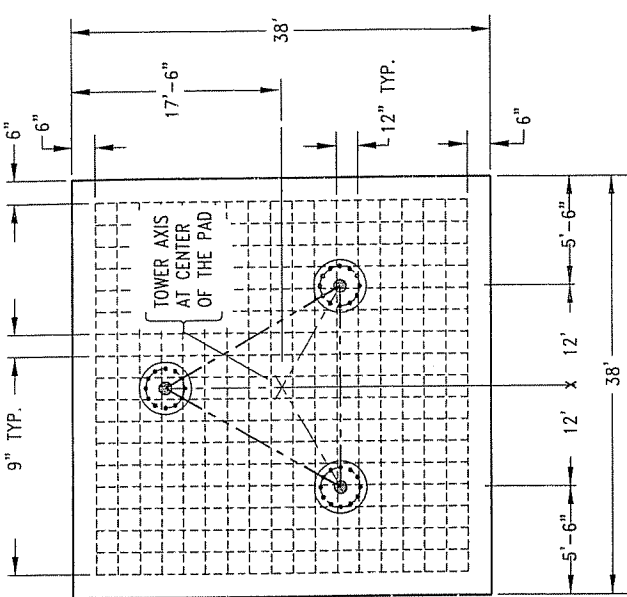
PIER (ties) (Total for 3 Piers)

REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
#4 GRADE 60	42" $\phi$	30	330'

APPROXIMATE CONCRETE REQ'D = 114 yd <sup>3</sup>

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. PROJECT# 57057339G. 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) NOT ENOUGH INFORMATION IN SOIL REPORT FOR CAISSON DESIGN.
- 9) ROCK MAY BE ENCOUNTERED. FOLLOW SOIL REPORT RECOMMENDATIONS.



PH# (812) 853-0895  
 FAX# (812) 853-1652  
 700 N. WASHINGTON ST.  
 NEWBURGH, IN. 47630

TITLE: BASE FOUNDATION DESIGN (OPTION #1)  
 DWG. NO.: CT2873-F1 (18585)  
 DENNISTON, KY.

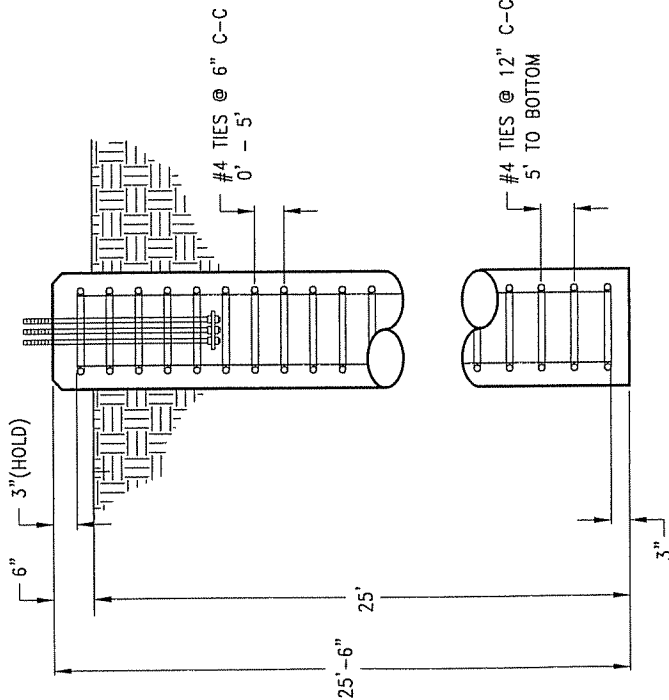
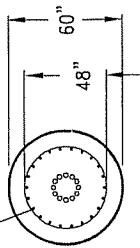
DO NOT SCALE DRAWING

DATE	APP.	DRAWN	DATE	DATE
			1-5-06	

TOLERANCES	UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN:
±.005	INCHES
±.002	INCHES
±.001	INCHES

COMPANY CONFIDENTIAL INFORMATION CONTAINED HEREIN IS CONFIDENTIAL AND IS NOT TO BE DISCLOSED TO OTHERS WITHOUT THE WRITTEN PERMISSION OF THE SPOX CORPORATION.

VERTICAL REBAR EQUALLY SPACED  
SEE REBAR CHART FOR VERTICAL  
REBAR REQUIRED.



REBAR CHART (1)-CAISSON

REBAR	REBAR SIZE	REBAR LENGTHS	REBAR DIA.	PCS. OF REBAR	TOTAL FT.
VERTS	#9 GRADE 60	25'	N/A	28	700'
TIES	#4 GRADE 60	N/A	48" $\phi$	30	377'

REBAR CHART (3)-CAISSONS

REBAR	REBAR SIZE	REBAR LENGTHS	REBAR DIA.	PCS. OF REBAR	TOTAL FT.
VERTS	#9 GRADE 60	25'	N/A	84	2100'
TIES	#4 GRADE 60	N/A	48" $\phi$	90	1131'

APPROXIMATE CONCRETE REQ'D PER CAISSON = 19 YD<sup>3</sup>  
TOTAL CONCRETE = 57 YD<sup>3</sup>

NOTES:

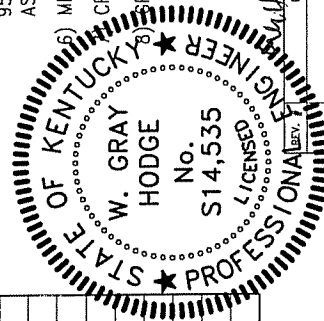
- 1) ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ACI 301 AND ACI318.
- 2) THIS FOUNDATION IS DESIGNED TO CONFORM ACI 318-99 AND ANSI/EIA-222-F STANDARDS UTILIZING THE SOILS REPORT PREPARED BY TERRACON. PROJECT# 57057339G. A COPY SHALL BE PROVIDED TO THE FOUNDATION 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.
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- 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) GROUNDWATER AND ROCK MAY BE ENCOUNTERED.

REBAR SPlicing CHART

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

SPlicing NOTES:

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



**DiElectric**  
TOWER OPERATIONS  
PH# (812) 853-0595  
FAX# (812) 853-6652  
2855 HIGHWAY 261  
NEWBURGH, IN. 47530

TITLE: CAISSON FOUNDATION DESIGN (OPTION #2)  
DWG NO. CT2873-F2 (18585)  
REV 0

DENNIStON, KY.

DO NOT SCALE DRAWING

DATE	APPROVAL	DESCRIPTION
1-9-06	W. GRAY HODGE	REBAR CHART (1)-CAISSON

DATE	APPROVAL	DESCRIPTION
1-9-06	W. GRAY HODGE	REBAR CHART (3)-CAISSONS

DATE	APPROVAL	DESCRIPTION
1-9-06	W. GRAY HODGE	REBAR CHART (1)-CAISSON



December 29, 2005

Re: Qualifications Statement for Medley's Project Management for Cingular  
Project Menifee Relo

To Whom It May Concern:

Medley's Project Management is a full service project management firm operating primarily in the wireless industry since 1999 in the Kentucky and Southern Indiana areas.

Medley's Project Management offers a full suite of design, site development, construction, and electronics installation services in the wireless industry.

In the past several years, Medley's Project Management has managed and performed construction for most of the wireless carriers in the region. In addition, Medley's Project Management has been the primary design and project management firm for Cingular Wireless in this region.

Individual Qualifications:

Roy Johnson, P.E. – President

Roy received his Bachelor of Science degree from the University of Kentucky in 1989 in Electrical Engineering. Roy held various engineering positions with BellSouth Telecommunications until he accepted the position of Engineering Manager with BellSouth Mobility in 1994. In the role as Engineering Manager, Roy oversaw all aspects of site design, development, and implementation for BellSouth Mobility. Roy began his current role as Vice-President of Engineering and Operations with Medley's Project Management in 2001.



December 29, 2005

Re: Scope of Work – Construction for Cingular Project Menifee Relo

To Whom It May Concern:

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

Week 1 - 3:

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

Week 4:

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

Week 5 - 6:

- Tower stack
- Antenna installation
- Site equipment installation

Week 7:

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

Week 8:

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

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



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

License Search  
**Search Results**

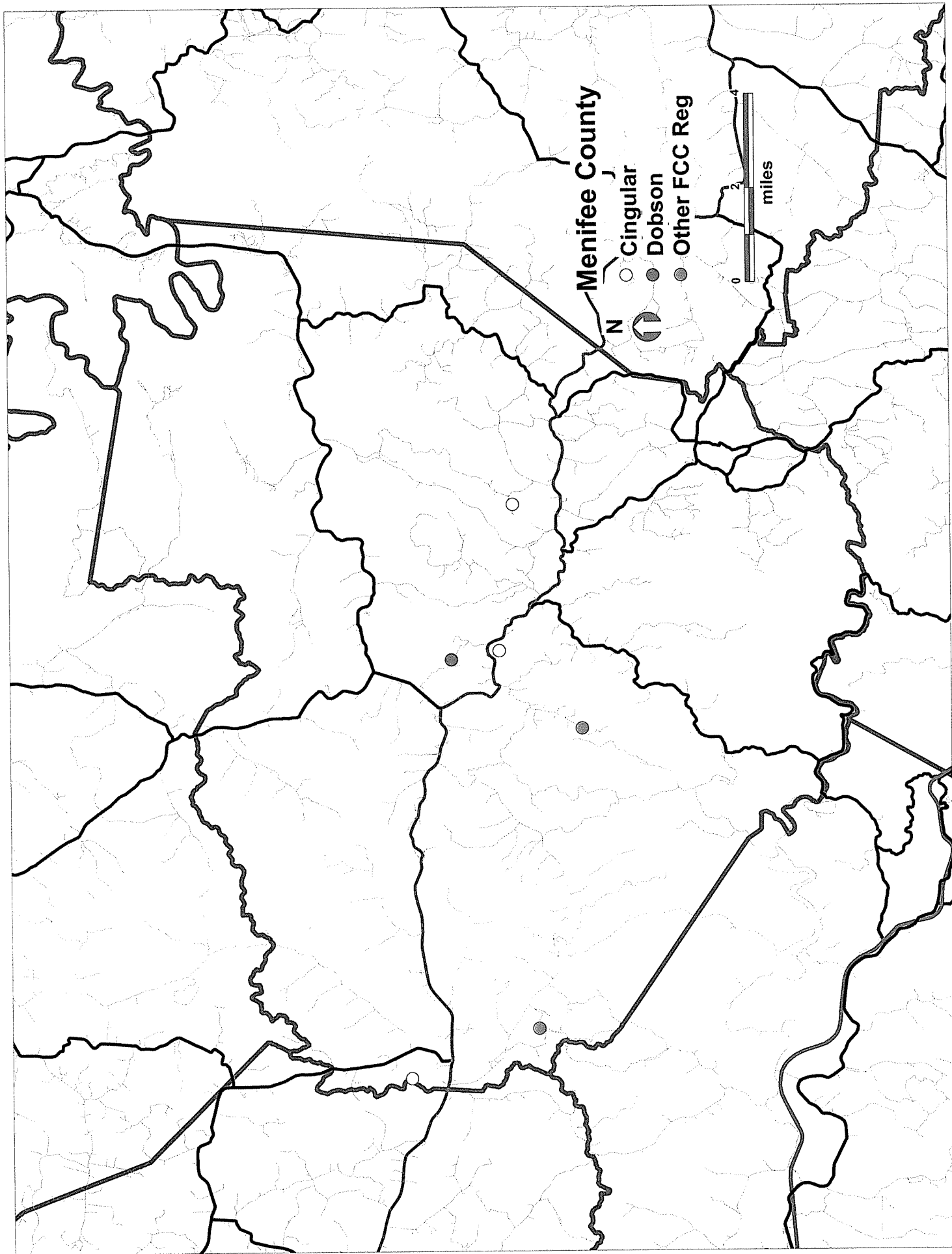
**Specified Search**

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

Matches **1- 9** (of **9** )

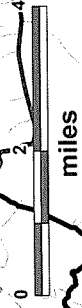
**PA**= Pending Application(s)  
**TP**= Termination Pending

	<b>Call Sign</b>	<b>Licensee Name</b>	<b>FRN</b>	<b>Radio Service</b>	<b>Status</b>	<b>Expiration Date</b>
1	KNKN939	American Cellular Corporation	0003767324	CL	Active	10/01/2011
2	KNKN956	Orange Licenses Holding, LLC	0012362919	CL	Active	10/01/2011
3	KNLF251	New Cingular Wireless PCS, LLC	0003291192	CW	Active	06/23/2015
4	KNLF252	WIRELESSCO, L.P.	0002316545	CW	Active	06/23/2015
5	KNLF672	NextWave Personal Communications Inc., Debtor-in-Possession	0002964922	CW	Canceled	01/03/2007
6	KNLH256	Cellco Partnership	0003290673	CW	Active	04/28/2007
7	KNLH398	Powertel Memphis Licenses, Inc.	0001832807	CW	Active	04/28/2007
8	KNLH399	Powertel Memphis Licenses, Inc.	0001832807	CW	Active	04/28/2007
	<b>PA</b>					
9	WPOI255	BLUE LICENSES HOLDING, LLC	0012362869	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>



**Menifee County**

- Cingular
- Dobson
- Other FCC Reg



miles

Menifee County Tower Data

Menifee County		Owner		FCC Reg	Height (m)	City		Status	Lat deg	Lat min	Lat sec	Lon deg	Lon min	Lon sec
Longitude	Latitude													
-83.770161	37.960608	Cingular Wireless proposed site called Means		TBD	76.2	Means		Proposed	83	46	12.58	37	57	38.19
-83.546222	37.928333	Cingular Wireless proposed site called Menifee Relo		TBD	103.63	Denniston		Proposed	83	32	46.40	37	55	42.00
-83.633639	37.907389	Spectrasite Communications, Inc		1063995	407.3	FRENCHBURG, KY		Constructed	83	38	1.10	37	54	26.60
-83.606667	37.947500	Global Tower, LLC (Dobson)		1042227	91.1	FRENCHBURG, KY		Constructed	83	83	0.61	36.4	36	0.40
-83.750972	37.921333	American Towers, Inc.		1043454	90.8	MEANS, KY		Constructed	83	45	3.50	37	55	16.80
-83.603222	37.932750	Cingular Wireless existing site called Menifee		NA	57.9	Frenchburg		Constructed	83	36	11.60	37	55	57.90

**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

December 20, 2005

To Whom It May Concern:

Dear Sir or Madam:

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

A handwritten signature in cursive script that reads 'David R. Czarnecki'.

David R. Czarnecki  
RF Design Engineer

**EXHIBIT F  
FAA APPROVAL**



Federal Aviation Administration  
Air Traffic Airspace Branch, ASW-520  
2601 Meacham Blvd.  
Fort Worth, TX 76137-0520

Aeronautical Study No.  
2005-ASO-4704-OE

Issued Date: 11/18/2005

Stacey Ryan  
Cingular Wireless-SR  
17330 Preston Road, Suite 100A  
Dallas, TX 75252

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

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

Structure Type: Tower  
Location: Dennison, KY  
Latitude: 37-55-42.0 NAD 83  
Longitude: 83-32-46.4  
Heights: 349 feet above ground level (AGL)  
1644 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 is marked and/or lighted in accordance with FAA Advisory Circular 70/7460-1 K, 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 appraised as to the status of the project. Failure to respond to periodic FAA inquiries could invalidate this determination.

This determination expires on 05/18/2007 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 (817)222-5538. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2005-ASO-4704-OE.

**Signature Control No: 435837-419615**

(DNE)

Prentiss Andrews  
Specialist

Attachment(s)  
Frequency Data

7460-2 Attached

**EXHIBIT G**  
**KENTUCKY AIRPORT ZONING COMMISSION APPROVAL**



Kentucky Airport Zoning Commission  
200 Mero Street  
Frankfort, KY 40622

(502) 564-4480  
fax: (502) 564-7953  
No.: AS-083-132-05-194

## CONDITIONAL APPROVAL

November 14, 2005

Cingular Wireless LLC  
Jayne Cano  
17330 Preston Road  
Suite 100A  
Dallas, TX 75252

SUBJECT: AS-083-132-05-194

STRUCTURE: Antenna Tower  
LOCATION: Denniston, KY  
COORDINATES: 37-55-42.0 N / 83-32-46.4 W  
HEIGHT: 349'AGL/1644'AMSL

Gentlemen:

Your application for a permit to construct or alter the above structure was reviewed at the November 10, 2005 regular meeting of the Kentucky Airport Zoning Commission. This letter is to advise you that your permit has been tentatively approved by the Commission pending the FAA Determination. Upon receipt of notification of No Hazard, No IFR/VFR Effects from the FAA and FAA recommended lighting, final approval of your application will be granted and copies forwarded to you.

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

Sincerely,

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

John Houlihan  
Administrator

**EXHIBIT H  
GEOTECHNICAL REPORT**

**GEOTECHNICAL ENGINEERING REPORT  
PROPOSED 340' COMMUNICATION TOWER  
SITE NUMBER: 450G0140  
SITE NAME: MENIFEE RELO  
DENNISON, KENTUCKY**

**Project No.: 57057339G  
October 25, 2005**

*Prepared For:*

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

*Prepared by:*

**Terracon**

**Louisville, Kentucky**

**Terracon**

October 25, 2005

# Terracon

Consulting Engineers & Scientists

Medley's Project Management  
376 Pounds Lane  
Simpsonville, Kentucky 40223

Terracon Consultants, Inc.  
5217 Linbar Drive, #309  
Nashville, Tennessee 37211  
Phone 615.333.6444  
Fax 615.333.6443  
www.terracon.com

Attention: Mr. Timothy Conway

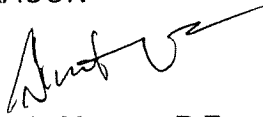
Re: Geotechnical Engineering Report  
Proposed 340' Self Supporting Tower  
Site Number: 450G0140  
Site Name: Menifee Relo  
Dennison, Kentucky  
Project No.: 57057339G

Dear Mr. Conway:

The subsurface exploration for the proposed communication tower planned at the above referenced site in Dennison, Kentucky has been completed. The accompanying report presents the findings of the subsurface exploration and provides recommendations regarding earthwork and the design and construction of foundations for the proposed tower.

We appreciate the opportunity to be of service to you on this project. Should you have any questions concerning this report, or if we may be of further assistance, please contact us.

Sincerely,  
TERRACON

  
Ashfaq A. Memon, P.E.  
Project Engineer

n:\projects\2005\Towers\57057339G.doc

Attachments

Copies to: Addressee (2 hard and PDF)



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# GEOTECHNICAL ENGINEERING REPORT

## PROPOSED COMMUNICATION TOWER

SITE NUMBER: 450G0140

SITE NAME: MENIFEE RELO

DENNISON, KENTUCKY

October 25, 2005

### 1.0 INTRODUCTION

The purpose of this report is to describe the subsurface conditions encountered in the boring, analyze and evaluate the test data, and provide recommendations regarding the design and construction of the foundation and earthwork for the proposed tower. One boring extending to a depth of about 50 feet below the existing ground surface was drilled at the site. An individual boring log and a boring location plan are included with this report.

### 2.0 PROJECT DESCRIPTION

We understand the proposed project will consist of the construction of a 340-foot self supporting lattice tower. Exact tower loads are not available, but based on our past experience are anticipated to be as follows:

Vertical Load:	800 kips
Horizontal Shear:	100 kips
Uplift:	650 kips

A small, lightly loaded equipment building or metal equipment cabinets supported on thickened concrete slabs will also be constructed at the site. Wall and slab loads for this building are not anticipated to exceed 1 kip per linear foot and 100 pounds per square foot (psf). At the time of our visit, the proposed tower lease compound was located on a hilltop at 458 Mort Botts Road off Highway 1240 in Dennison, Kentucky. The proposed tower compound appears to be relatively flat to slightly sloping and will require minimal cut and fill. The proposed tower site will be located as shown on the enclosed Boring Location Diagram (Figure 1).

### 3.0 EXPLORATION PROCEDURES

#### 3.1 Field Exploration

The boring was drilled near the expected tower center as staked in the field by the owner's representative. The approximate boring location is shown on the enclosed boring location plan. The surface elevation shown on the boring log was interpolated from the site plan provided by the client.



Drilling was performed using an ATV drill rig. Hollow stem augers were used to advance the borehole. Representative soil samples were obtained by the split-barrel sampling procedure. 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 value (N). This value is used to estimate the in-situ relative density of cohesionless soils and the consistency of cohesive soils. The sampling depths and penetration distance, plus the standard penetration resistance values, are shown on the boring log. The samples were sealed and returned to the laboratory for testing and classification.

A field log of the boring was prepared by the drill crew. This log included visual classifications of the materials encountered during drilling as well as the driller's interpretation of the subsurface conditions between samples. The final boring log included with this report represents an interpretation of the field log and includes modifications based on laboratory observation and tests of the samples.

### **3.2 Laboratory Testing**

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

The laboratory testing program consisted of performing water content tests and a gradation analysis on representative soil samples. Results of moisture content tests are shown on the boring log at the appropriate horizon. The gradation analysis test results are shown on a separate sheet in the Appendix.

## **4.0 EXPLORATORY FINDINGS**

### **4.1 Subsurface Conditions**

Specific conditions encountered at the boring location are indicated on the attached boring log. The stratification boundaries on the boring log represent the approximate location of changes in soil types; in-situ, the transition between materials may be gradual. Conditions encountered at the boring location are summarized below.

Beneath the surficial topsoil cover, the boring encountered about 3 feet of clayey sand (SC) overlying highly weathered sandstone with sand extending to about 12 feet below grade. Shaley clays (CL/CH) and highly weathered shale were encountered below this depth and extended to boring termination at about 50 feet below grade. The upper sand layer is

medium dense based on a standard penetration (N) test value of 13 blows per foot (bpf). The weathered sandstone, shaley clays and weathered shale typically exhibited vary hard consistency as evidenced by N-values in excess of 50 bpf.

#### **4.2 Site Geology**

A review of published geological mapping revealed that the site is underlain by the Breathitt Formation which includes Livingston Conglomerate, a member of the Lee Formation. The Breathitt Formation is a sedimentary rock and consists of several formations including Corbin sandstone, Kendrick shale and several coal beds.

#### **4.3 Groundwater Conditions**

The boring was monitored while drilling and immediately after completion for the presence and level of groundwater. The water levels observed in the boring are noted on the boring log. At these times, groundwater was observed in the boring at a depth of 36 to 38 feet below existing grade. These water level observations provide an approximate indication of the groundwater conditions existing on the site at the time the boring was drilled. However, longer term monitoring in cased holes or piezometers would be required for a more accurate evaluation of the groundwater conditions.

### **5.0 ENGINEERING RECOMMENDATIONS**

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

#### **5.1 Tower Foundations**

Based on the results of the boring, the following drilled pier foundation design parameters have been developed:

**Table 1 - Drilled Pier Foundation Design Parameters**

Depth (feet) *	Description **	Allowable Skin Friction (psf)	Allowable End Bearing Pressure (psf)	Allowable Passive Pressure (psf)	Internal Angle of Friction (Degree)	Cohesion (psf)	Lateral Subgrade Modulus (pci)	Strain, &sub50 (in/in)
0 - 3'	Topsoil and Clayey Sand	Ignore	Ignore	Ignore	-	-	Ignore	Ignore
3 - 16	Weathered Sandstone/ Shaley Clays	500	5,000	2,250	0	10,000	180	0.005
16-30	Weathered Shale	2,000	10,000	4,500	0	1,5000	225	0.001
30 - 50	Weathered Shale	2,000	10,000	6,750	0	20,000	225	0.001

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

\*\* A total unit weight of 125 pcf and 135 can be assumed for the sand and shale/sandstone, respectively.

The above indicated cohesion, friction angle, lateral subgrade modulus and strain values have no factors of safety, and the allowable skin friction and the passive resistances have a factor of safety of about 2. The cohesion, internal friction angle, lateral subgrade modulus and strain values given in the above table are based on our boring, published values and our past experience with similar soil types. These values should, therefore, be considered approximate. The allowable end bearing pressure provided in the table has an approximate factor of safety of at least 3. If the drilled piers are designed using the above parameters, settlements are not anticipated to exceed 1 inch.

The upper 3 feet of topsoil and clayey sand should be ignored due to the potential affects of frost action and construction disturbance. To avoid a reduction in lateral and uplift resistance caused by variable subsurface conditions, we recommend that drawings instruct the contractor to notify the engineer if subsurface conditions significantly different than encountered in our boring are disclosed during drilled pier installation. Under these circumstances, it may be necessary to adjust the overall length of the pier. To facilitate these adjustments and assure that the pier is embedded in suitable materials, it is recommended that a Terracon representative observe the drilled pier excavation.

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

A drilled pier foundation should be designed with a minimum shaft diameter of 30 inches to facilitate clean out and possible dewatering of the pier excavation. Temporary casing may be required during the pier excavation in order to control possible groundwater seepage and support the sides of the excavation in weak soil zones. Care should be taken so that the sides

and bottom of the excavations are not disturbed during construction. The bottom of the shaft should be free of loose soil or debris prior to reinforcing steel and concrete placement.

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

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

**Mat Foundation Design Parameters**

Depth (feet)	Description	Allowable Contact Bearing Pressure (psf)	Allowable Passive Pressure (psf)	Coefficient of Friction, Tan $\delta$	Vertical Modulus of Subgrade Reaction (pci)
0 – 3	Topsoil and Clayey Sand	Ignore	Ignore	-	
> 3	Highly Weathered Sandstone or Crushed Stone Fill	3,500	Ignore	0.45	200

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

**5.2 Equipment Building Foundations**

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

The foundation excavations should be observed by a qualified geotechnical engineer or his representative to verify that the bearing materials are suitable for support of the proposed loads. If, at the time of such observation, any soft soils are encountered at the design

foundation elevation, the excavations should be extended downward so that the footings rest on firm soils. If it is inconvenient to lower the footings, the proposed footing elevations may be re-established by backfilling after the undesirable material has been removed.

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

Equipment cabinets may be supported on ground supported concrete slabs. The slabs should bear on firm soils. Any soft, wet, unsuitable soils present in the pad area should be undercut or stabilized in-place prior to pad construction. If necessary, the slabs may be supported on a compacted layer of free draining, granular subbase material to help distribute concentrated loads and act as a capillary break beneath the slab. The slabs should be appropriately reinforced to support the proposed equipment loads.

### **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 actual stripping depth, along with any loose soils that require undercutting, should be evaluated by the geotechnical engineer at the time of construction.

Any fill and backfill placed on the site should consist of approved materials that are free of organic matter and debris. Fill placed beneath the tower mat foundation should be limited to granular soils and well graded limestone rock. Suitable fill materials beneath the equipment building and roads can consist of either granular material or low-plasticity cohesive soil. Low-plasticity cohesive soil should have a liquid limit of less than 45 percent and a plasticity index

of less than 25 percent. The on site sandy soils are considered suitable for re-use as fill. Shaley clays and weathered shale found at deeper elevations should be limited to roadway areas. It is recommended that during construction these soils should be further tested and evaluated prior to use as fill. Fill should not contain frozen material and it should not be placed on a frozen subgrade.

The fill should be placed and compacted in lifts of 9 inches or less in loose thickness. All 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). All cohesive 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.

We recommend the geotechnical engineer 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 boring performed at the indicated location and from other information discussed in this report. This report does not reflect variations that may occur across the site, or due to the modifying effects of weather. The nature and extent of such variations 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

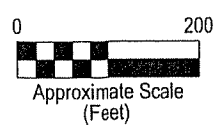
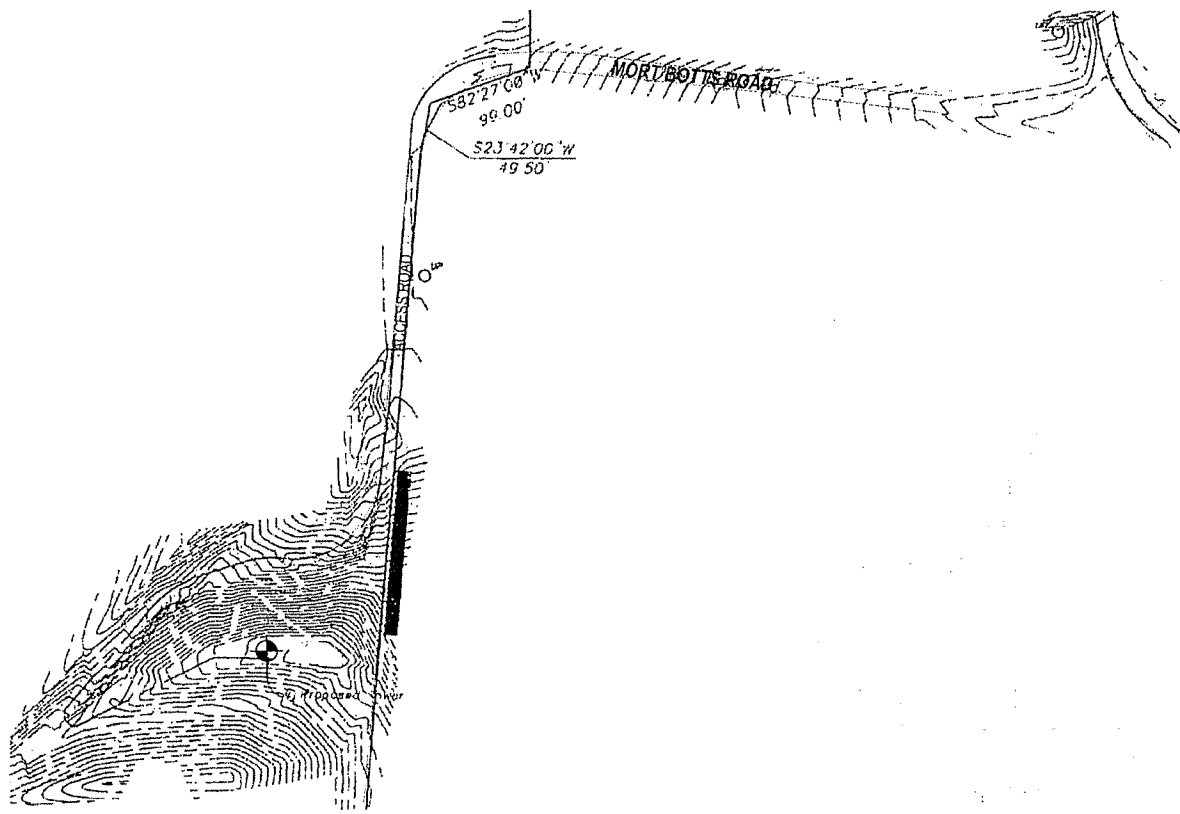
**Menifee Relo Communication Tower  
Dennison, Kentucky  
Terracon Project No.: 57057339G  
October 25, 2005**

**Terracon**

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

FIGURE 1  
 SOIL BORING LOCATION DIAGRAM  
 MENIFEE RELO  
 MORT BOTTS ROAD  
 DENNISON, KENTUCKY  
 PROJECT NO. 57057339-1

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



# LOG OF BORING NO. B-1

<b>CLIENT</b> Medley's Project Mngmnt.	<b>PROJECT</b> 340 Self-Supporting Tower Menifee Site
<b>SITE</b> 458 Mort Botts Rd. Dennison, Kentucky	

GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	SAMPLES					TESTS	
			USCS SYMBOL	NUMBER	TYPE	RECOVERY, in.	SPT - N BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf
	Approx. Surface Elev.: 1295 ft								
0.3	<b>TOPSOIL</b>	1294.5							
3	<b>CLAYEY SAND</b> , medium grained, trace highly weathered sandstone, red yellow brown, medium dense, moist <b>HIGHLY WEATHERED SANDSTONE</b> with sand, red yellow, brown, hard, slightly moist	1292	SC	1	SS	18	13	17	
				2	SS	14	85	8	
				3	SS	11	19-50/5"	10	
				4	SS	18	31	16	
12	<b>SANDY SHALEY CLAY</b> , tan yellow brown red, hard, moist	1283							
16	<b>HIGHLY WEATHERED SHALE</b> , dark gray to tan, hard, slightly moist	1279	CL	5	SS	16	37-50/5"	15	
				6	SS	11	25-50/5"	9	
				7	SS	16	78	7	
				8	SS	16	107	9	
				9	SS	18	85	11	
				10	SS	5	50/5"	7	
				11	SS	5	50/5"	8	
				12	SS	14	87	19	
50	<b>BORING TERMINATED</b>	1245							

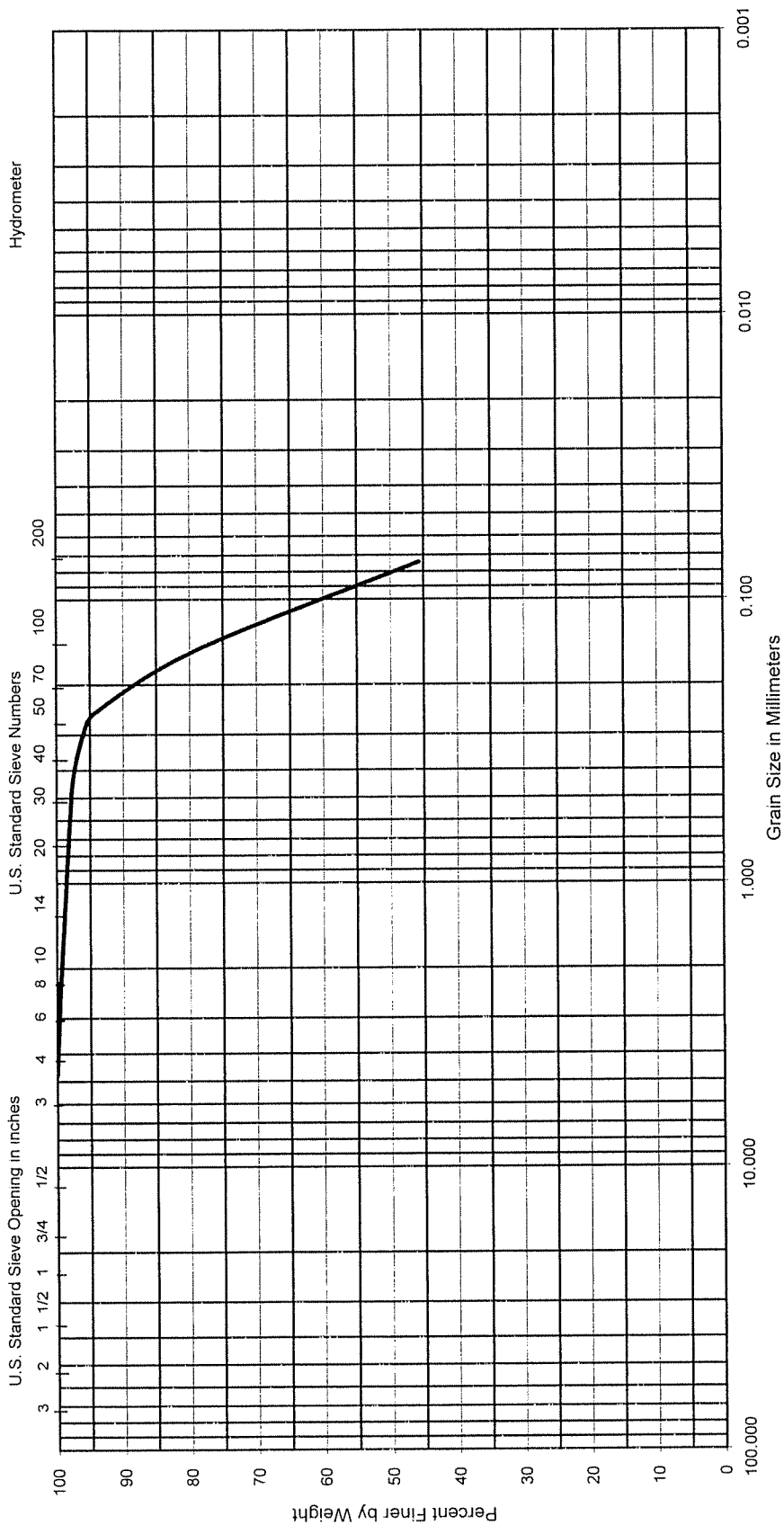
The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

WATER LEVEL OBSERVATIONS, ft			
WL	▽ 38	WD	▽ 36 AB
WL	▽		▽
WL			



BORING STARTED	10-12-05
BORING COMPLETED	10-12-05
RIG	Hoosier
LOGGED	AM
FOREMAN	GT
JOB #	57057339

BOREHOLE 99 57057339.GPJ TERRACON.GDT 10/27/05



Gravel		Sand		SILT or CLAY	
Coarse	Fine	Coarse	Medium	Fine	

**GRAIN SIZE DISTRIBUTION CURVE**

Boring No.	Sample No.	Depth or Elev.	Description	Unified Symbol	Natural WC	LL	PL	PI
B-1	S-4	8-10'	Clayey Sand	SC	16			

Project Proposed 340' Guyed Tower Dennison, KY  
 Job No. 57057339G Date 10/28/2005



## 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	4-7	Medium Stiff
2,001 – 4,000	8-15	Stiff
4,001 – 8,000	16-30	Very Stiff
8,000+	30+	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+

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# UNIFIED SOIL CLASSIFICATION SYSTEM

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

				Soil Classification	
				Group Symbol	Group Name <sup>B</sup>
Coarse Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines <sup>C</sup>	$Cu \geq 4$ and $1 \leq Cc \leq 3^E$	GW	Well-graded gravel <sup>F</sup>
		Gravels with Fines More than 12% fines <sup>C</sup>	Fines classify as ML or MH	GP	Poorly graded gravel <sup>F</sup>
			Fines classify as CL or CH	GM	Silty gravel <sup>F,G,H</sup>
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines <sup>D</sup>	$Cu \geq 6$ and $1 \leq Cc \leq 3^E$	SW	Well-graded sand <sup>I</sup>
		Sands with Fines More than 12% fines <sup>D</sup>	$Cu < 6$ and/or $1 > Cc > 3^E$	SP	Poorly graded sand <sup>I</sup>
			Fines classify as ML or MH	SM	Silty sand <sup>G,H,I</sup>
		Fines Classify as CL or CH	SC	Clayey sand <sup>G,H,I</sup>	
Fine-Grained Soils 50% or more passes the No. 200 sieve	Sils 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	OH	Organic silt <sup>K,L,M,O</sup>
	Sils 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,O</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

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

<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.

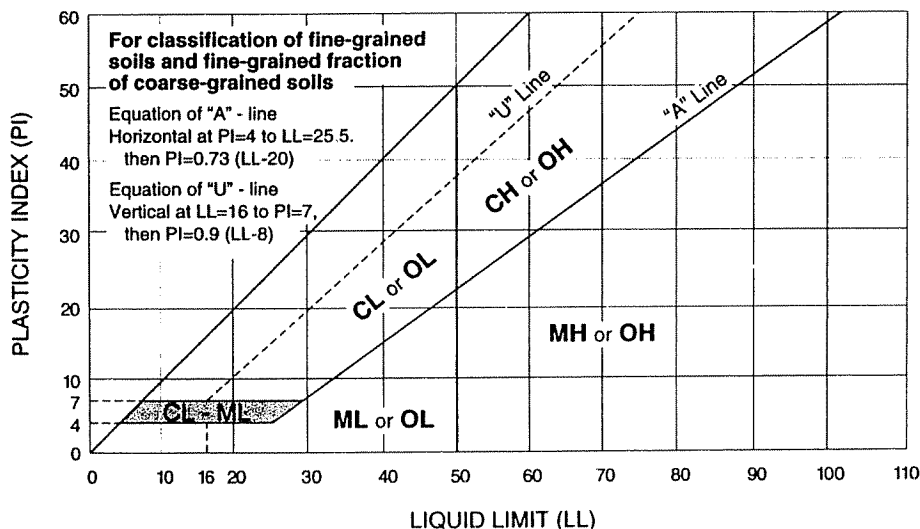
<sup>M</sup>If soil contains  $\geq 30\%$  plus No. 200, predominantly gravel, add "gravelly" to group name.

<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.

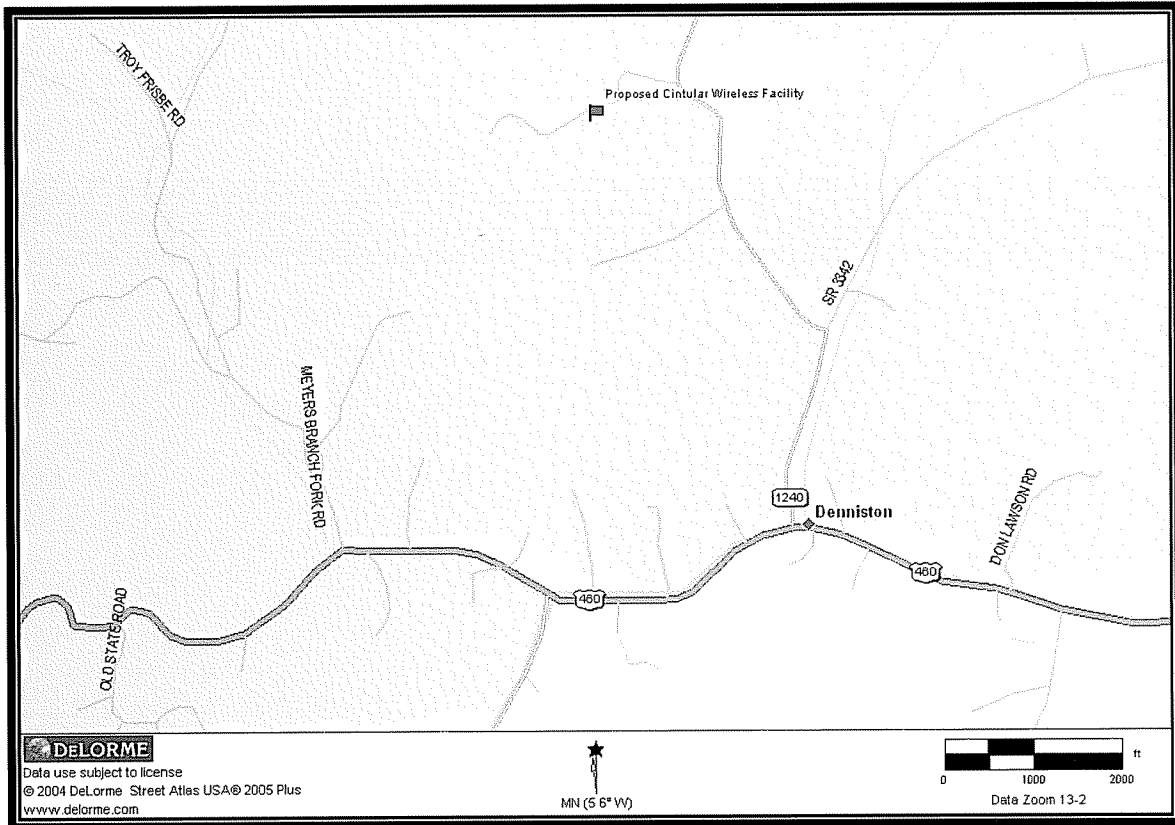
<sup>Q</sup>PI plots below "A" line.



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

## Directions to Proposed New Cingular Wireless Facility Site Name: Menifee Relo



- From Frenchburg take Walnut Street to US 460 and turn right. Travel approximately 7.5 miles to SR 1240 and turn left. Travel for approximately 3 miles to Mort Botts Road. Turn left. Site is located on the left.
- Prepared by: Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, Kentucky 40165. (800) 516-4293.

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



Market: KY RSA 8  
Cell Site Number: 450G0140  
Cell Site Name: Menifee Relo

## OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by M. Marvin Botts and Lillie Mae Botts, a husband and wife, having a mailing address of 458 Mort Botts Road, Dennison, KY 40316 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a Cingular Wireless, having a mailing address of 6100 Atlantic Boulevard, Norcross, Georgia 30071 (hereinafter referred to as "**Tenant**").

### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 458 Mort Botts Road, Dennison, KY 40316, in the County of Menifee, State of Kentucky (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

#### 1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the Property containing approximately 10,000 square feet including the air space above such room/cabinet/ground space as described on attached **Exhibit 1**, together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises as described on the attached **Exhibit 1** (collectively, the "**Premises**").

(b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of: \_\_\_\_\_ within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional one (1) year upon written notification to Landlord and the payment

of an additional  
of the Initial Option Term.

no later than ten (10) days prior to the expiration date

(d) The Option may be sold, assigned or transferred at any time by Tenant to Tenant's parent company or member if Tenant is a limited liability company or any affiliate or subsidiary of, or partner in, Tenant or its parent company or member, 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.

(e) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Initial Option Term 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 Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**," which includes (without limitation) the remainder of the structure) or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Any sale of the Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Initial Option Term 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 Premises, Property or Surrounding Property or impose or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("**Tenant Changes**"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the

Communication Facility, and Tenant requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "Term Commencement Date"). The Initial Term will terminate on the fifth (5<sup>th</sup>) annual anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the fourth (4<sup>th</sup>) 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 (4<sup>th</sup>) extended term, then upon the expiration of the fourth (4<sup>th</sup>) 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 (4<sup>th</sup>) extended term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("**Term**").

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay the Landlord a monthly rental payment of (rent"), at the address set forth above, on or before the fifth (5<sup>th</sup>) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by over the Rent paid during the previous Term.

(c) All Rent or other charges payable under this Agreement shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 Default and Right to Cure of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant upon written notice to Landlord for any reason, at any time prior to commencement of construction by Tenant; or

(d) by Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b) Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 18 Severability, 19 Condemnation or 20 Casualty of this Agreement.

7. **INSURANCE.**

(a) Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \_\_\_\_\_ combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property.

(b) Tenant shall have the right to self-insure with respect to any of the above insurance requirements.

8. **INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease

within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

**9. INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs but excluding real property or personal property taxes) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs but excluding real property or personal property taxes) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

**10. WARRANTIES.**

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

**11. ENVIRONMENTAL.**

(a) Landlord represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying

party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Paragraph 11 Environmental specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 Environmental will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

12. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Tenant will use its best efforts to notify the Landlord 24 hours in advance of when they will be on the property by calling the Landlord, and if an emergency, will notify the Landlord at its earliest convenience. Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities.

14. **MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When submetering is necessary and available, Landlord will read the meter on a

monthly or quarterly basis and provide Tenant with the necessary usage data in a timely manner to enable Tenant to compute such utility charges. Failure by Landlord to perform this function will limit utility fee recovery by Landlord to a 12-month period. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

**15. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

**16. ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement.

**17. NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:                   c/o Cingular Wireless LLC  
  Attn: Network Real Estate Administration  
  Re: Cell Site #450G0140; Cell Site Name: Meniffee Relo  
  6100 Atlantic Boulevard  
  Norcross, GA 30071

With a copy to:               Cingular Wireless LLC  
  Attn: Legal Department  
  Re: Cell Site #450G0140; Cell Site Name: Meniffee Relo  
  15 E Midland Avenue  
  Paramus, NJ 07652

If to Landlord:               M. Marvin or Lillie Mae Botts

458 Mort Botts Road  
Dennison, KY 40316

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

18. **SEVERABILITY.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

19. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

20. **CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to secure a replacement transmission location or the reconstruction of the Communication Facility is completed.

21. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

22. **TAXES.** Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Leased Property. Landlord shall provide Tenant with copies of all assessment notices on or including the Leased Property immediately upon receipt, but in no event less than seven (7) business days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for all increases in taxes for the year covered by the assessment. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Leased Property by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Leased Property. Landlord



shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

**23. SALE OF PROPERTY.** If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide or rezone any of the Premises, all or any part of the Property or 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 the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use 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 the Property or the 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 the Property or the Surrounding Property for non-wireless communication use. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. The provisions of this Paragraph 23 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above.

**24. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured

defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

**[SIGNATURES APPEAR ON THE NEXT PAGE]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

"LANDLORD"

By: M. Marvin Botts  
Print Name: M. Marvin Botts

By: Lillie Mae Botts  
Print Name: Lillie Mae Botts

Its: Owners  
Date: 6-29-05

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

William Plantz  
BY: William Plantz

TITLE: Executive Director

DATE: 7/21/05

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

**TENANT ACKNOWLEDGMENT**

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, Wayne L. Ashcraft, 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 for New Cingular Wireless PCS, LLC, the within named bargainor, a Delaware limited liability company d/b/a Cingular Wireless, and that he as such Executive Director, executed the foregoing instrument for the purpose therein contained, and signed the name of the corporation by himself as Executive Director.

Witness my hand and seal, at office in Brentwood TN (location), this 21<sup>st</sup> day of July, 2005.  
Wayne L. Ashcraft  
Notary Public

My Commission Expires: 4-9-06

**LANDLORD ACKNOWLEDGEMENT**

COMMONWEALTH OF KENTUCKY

COUNTY OF Menifee

The foregoing instrument was subscribed to and acknowledged before me by Mr. Maxwell & Lillie Batts on this 29<sup>th</sup> day of June, 2005.

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

Robert H. Cramer Notary Public

My Commission Expires: 1-15-06

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page 1 of 3

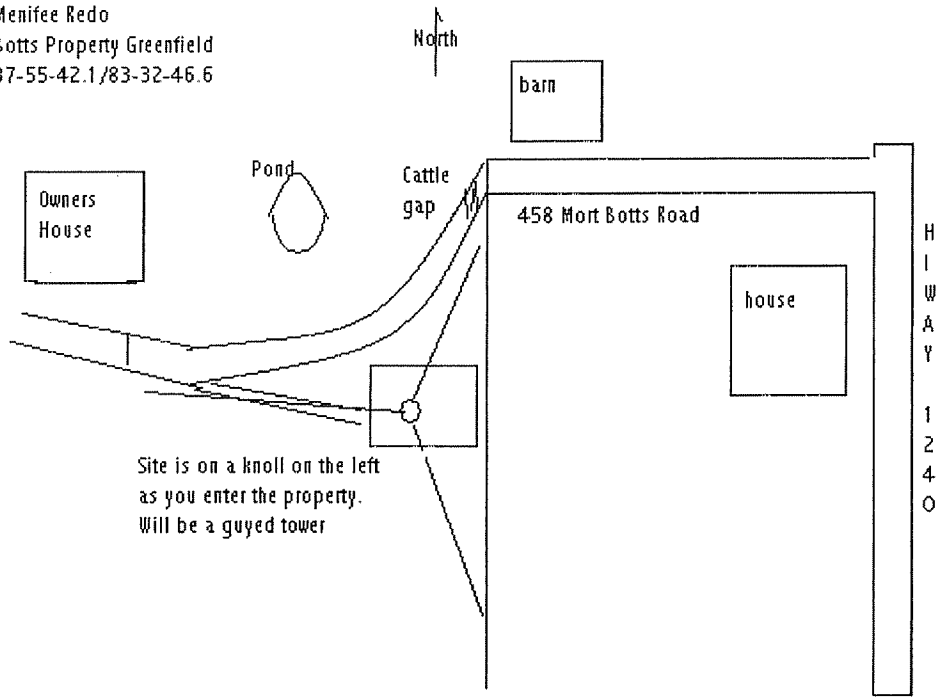
to the Agreement dated July 21, 2005, by and between M. Marvin Botts and Lillie Mae Botts, a husband and wife, as Landlord, and **New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a Cingular Wireless**, as Tenant.

The Premises are described and/or depicted as follows:

A certain tract or parcel of land lying in Menifee County Kentucky and described as follows;

BEGINNING at a chestnut oak in Hiram Griffith line on the ridge between Myers Pork and Brushy Pork corner to John Pox; thence with said pox line N 56 W 14a Po\* to a set stone marked BN 4i W. 22g to,,-three chestnut sprouts N 78 W 13s Po to three chestnuts sprouts S 54 W 23g Po to" a small black oak S. 67 W 29i po. to a set stone N 68g- W. 45 1?o\* crossing the branch to a chestnut on a flat point N. 69g- W 21 3/10 po to a small hickory N. 40 E. 4 P° to a set stone corner to John Pox; thence with said line N 68 W 4 7/10 p to a set stone black oak and chestnut oak corner S 2 W 86 7/10 p to a set stone on a hillside in the David Davis line; thence with it S. 86 W 44 P»<sup>to a</sup> stake on top of the cliff of Myers fork two blacks pines corner; thence with said cliffs N. 24i W 26 Po. thence N. 6 W. 36 P. N 32 E 32 P. N 17 E 24 N 56i W. 12 S 69? W. 40 P. N. 31 W 14 P. N 25 E 62 N 16£ E 32 P. N 38i E. 12 P. S 69i W. 40 P. N 31 W. 14 P. N. 25 E 62 P. N 16i E 32 P. N. 38i E 16 IP. S. 84 E 30 P. N. 36f E. 34 N. 50 E 26 p. S. 32 E 26 P.N. 80 E 18 p. S. 41 E 27 P to the Botts line; thence leaving Botts line -with the meanders of the cliffs Eastward to the falls of the jess Yocum branch; thence a straight line with ; the fence Elizabeth Combs line to a large chestnut on the old Botts line; thence N 83 E. about 50 P. to a chestnut oak a corner to B«P« Oakley; thence N. 6>ka E. i 15 P to a hickory in back of fence; thence S. 5 W. 22J p. to a stake in the road; ; thence S. 75 W. 6 P. to a chestnut oak stump thence S 16J- W. 30 P. to a chestnut ; tree and a Gate on top of the hill; thence S. 9 8/10 W. 45i P« to a chestnut oak; ; thence 2j W. to a bend in the Co. Road; thence S. with the road about 40 P. to the ; beginning, containing 250 acres more or less.

Menifee Redo  
Botts Property Greenfield  
37-55-42.1/83-32-46.6



Not to Scale 6-1-05

**Notes:**

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.

2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

**EXHIBIT K  
NOTIFICATION LISTING**



## MENIFEE RELO LANDOWNER NOTICE LISTING

Marvin Botts  
458 Mort Botts Rd.  
Denniston, KY 40316

Phyllis Adams  
61 Meadowview Drive  
Means, KY 40346

Emery & Ozel Brewer  
P.O. Box 51  
Denniston, KY 40316

Linda & Billy Hall  
P.O. Box 117  
Means, KY 40346

Bessie Murphy  
129 Murphy Ln.  
Frenchburg, KY 40322

Lucille Murphy  
296 Myers Fork Rd.  
Frenchburg, KY 40322

Troy Frisby  
167 Frisby Lane  
Frenchburg, KY 40322

Nettie Jones  
P.O. Box 114  
Denniston, KY 40316

Marion Carter and Robert G. Poe  
2441 Kendrick Ridge Rd.  
Frenchburg, KY 40322

James & Joyce Potts  
1274 Betty Gap Ridge Rd.  
Denniston, KY 40316

Cathy Mullins, Buddy & Brenda Williams  
15 Meadow View Dr.  
Means, KY 40346

Steven B. & Kris Amburgey  
131 Cimmaron Trail  
Enon, OH 45323

Shelia Mullins  
P.O. Box 54  
Frenchburg, KY 40322

Tommy & Donna Evans  
103 Meadowview Drive  
Means, KY 40346

Donald & Marcia Amburgey  
12340 Main Street  
Jeffersonville, KY 40337

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



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

**Notice of Proposed Construction  
Wireless Communications Facility Proposal  
Site Name: Menifee Relo**

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 Mort Botts Road, Denniston, Kentucky 40316. The proposed facility will include a 340-foot tall self-support tower, plus related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

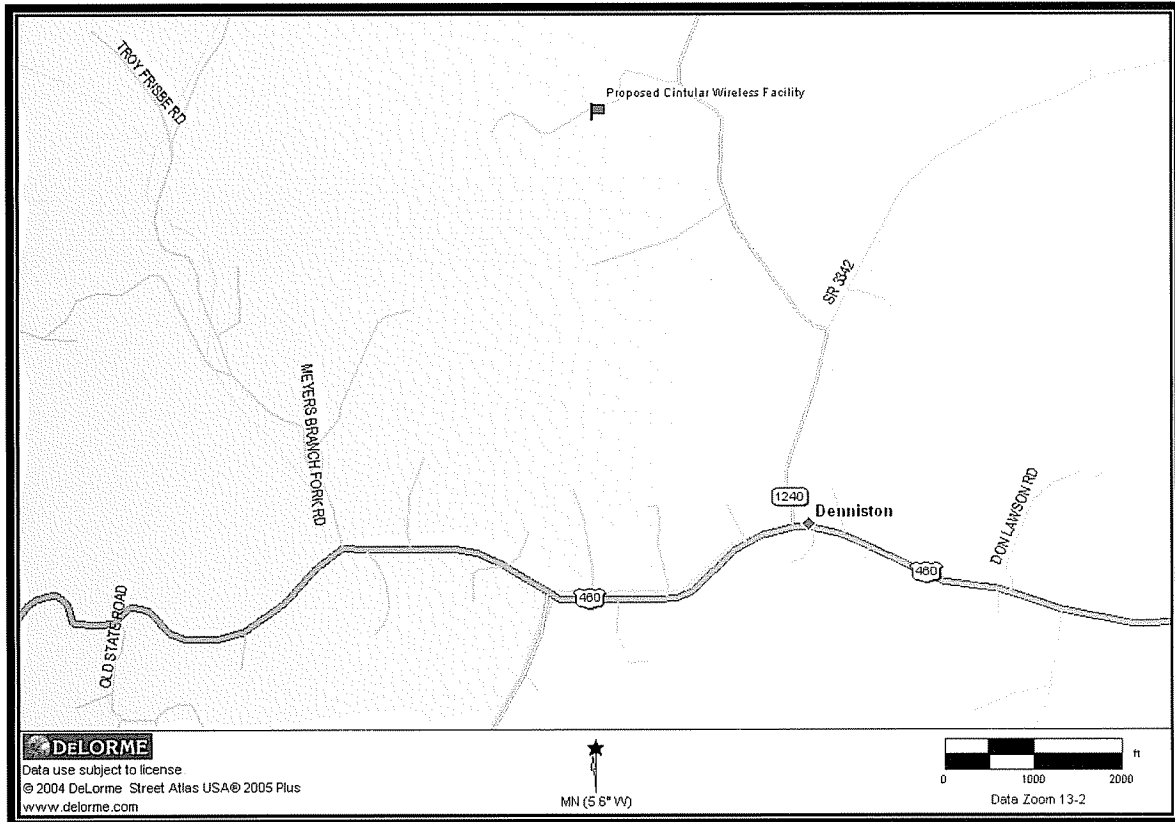
This notice is being sent to you because the Menifee County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site or adjacent to the property on which the tower is to be constructed. You have a right to submit testimony to the 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 2006-00039 in any correspondence sent in connection with this matter.

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

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

Enclosure

## Directions to Proposed New Cingular Wireless Facility Site Name: Menifee Relo



- From Frenchburg take Walnut Street to US 460 and turn right. Travel approximately 7.5 miles to SR 1240 and turn left. Travel for approximately 3 miles to Mort Botts Road. Turn left. Site is located on the left.
- Prepared by: Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, Kentucky 40165. (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

January 27, 2005

**VIA CERTIFIED MAIL**

Hon. James D. Trimble  
Menifee County Judge Executive  
12 Main Street  
Frenchburg, KY 40322

RE: Notice of Proposal to Construct Wireless Communications Facility  
Kentucky Public Service Commission Docket No. 2006-00039  
Site Name: Menifee Relo

Dear Judge Trimble:

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 Mort Botts Road, Denniston, Kentucky 40316 (37°55'42" North latitude, 83°32'46.4" West longitude). The proposed facility will include a 340-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 2006-00039 in any correspondence sent in connection with this matter.

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

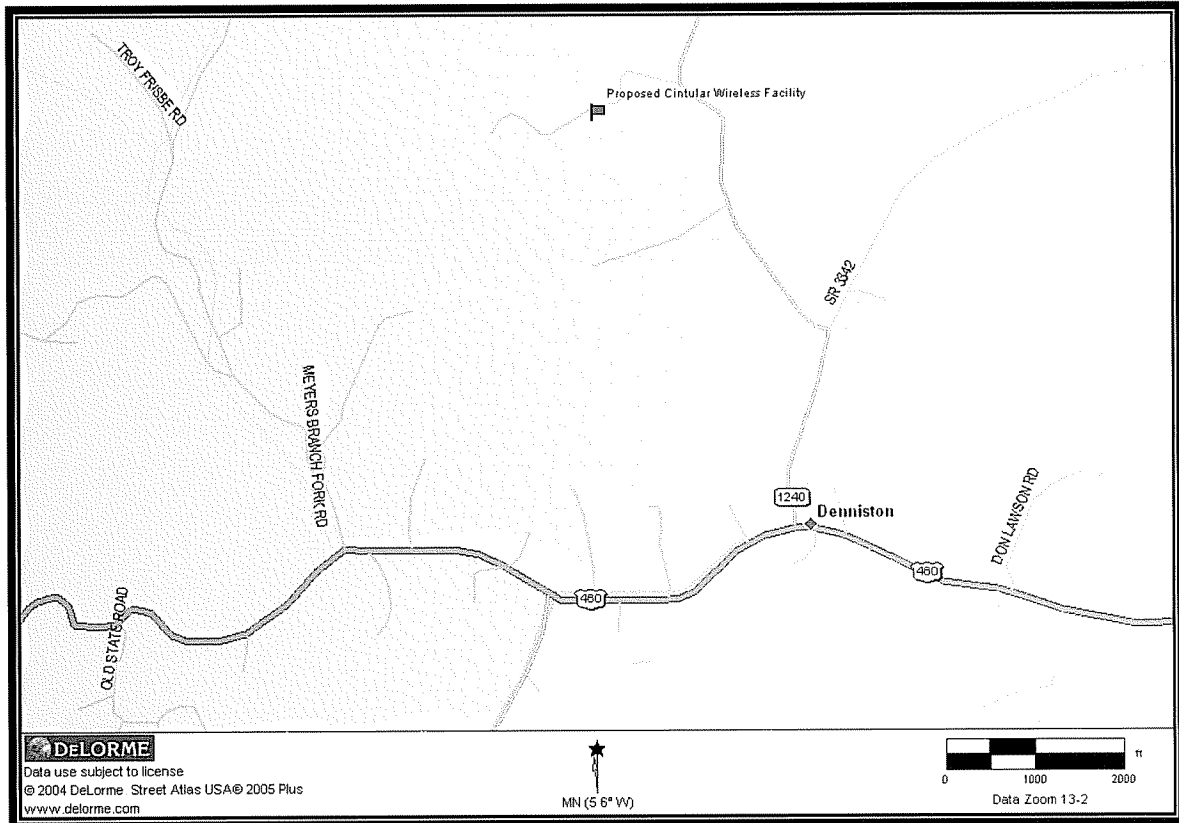
Please feel free to contact us with any comments or questions you may have.

Sincerely,

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

Enclosure

## Directions to Proposed New Cingular Wireless Facility Site Name: Menifee Relo



- From Frenchburg take Walnut Street to US 460 and turn right. Travel approximately 7.5 miles to SR 1240 and turn left. Travel for approximately 3 miles to Mort Botts Road. Turn left. Site is located on the left.
- Prepared by: Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, Kentucky 40165. (800) 516-4293.

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



## **MENIFEE RELO NOTICE SIGNS**

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 2006-00039 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 2006-00039 in your correspondence.

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

