

BRIGGS LAW OFFICE, PSC

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todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

August 24, 2011

Via FedEx Overnight Delivery

Kentucky Public Service Commission
Attn: Linda Faulkner
Director, Division of Filings
211 Sower Boulevard
Frankfort, KY 40602

RECEIVED

AUG 25 2011

PUBLIC SERVICE
COMMISSION

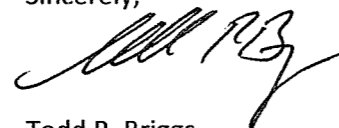
**RE: Application to Construct Wireless Communications Facility
Case Number: 2011-00167**

Dear Ms. Faulkner,

On behalf of my client, New Cingular Wireless PCS, LLC, we are hereby submitting an original and five (5) copies of an Application for Certificate of Public Convenience and Necessity to Construct a Wireless Communications Facility.

Please contact me if you require any further documentation or have any questions concerning this application.

Sincerely,



Todd R. Briggs
Counsel for New Cingular Wireless PCS, LLC

Enclosures

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

RECEIVED

AUG 25 2011

PUBLIC SERVICE
COMMISSION

In the Matter of:

APPLICATION OF NEW CINGULAR WIRELESS PCS, LLC)
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY TO CONSTRUCT)
A WIRELESS COMMUNICATIONS FACILITY AT)CASE: **2011-00167**
2015 WEST CRANCE ROAD, ASHLAND)
BOYD COUNTY, KENTUCKY, 41102)

SITE NAME: LAWHORN HOLLOW (WV087D)

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

New Cingular Wireless PCS, LLC, a Delaware limited liability company, ("Applicant"), by counsel, pursuant to (i) KRS §§ 278.020, 278.040, 278.665 and the rules and regulations applicable thereto, and (ii) the Telecommunications Act of 1996, respectfully submits this Application requesting the 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 telecommunication services. In support of this Application, Applicant respectfully provides and states the following:

1. The complete name and address of the Applicant is: New Cingular Wireless PCS, LLC d/b/a AT&T Mobility, a Delaware limited liability company having a local address of 601 West Chestnut Street, Louisville, Kentucky 40203.

2. Applicant is a Delaware limited liability company and copies of its Delaware Certificate of Formation and Certificate of Amendment are attached as

Exhibit A. A copy of the Certificate of Authorization to transact business in the Commonwealth of Kentucky is also included as a part of **Exhibit A.**

3. Applicant proposes construction of an antenna tower in Boyd County, Kentucky, in an area which is outside the jurisdiction of a planning commission and Applicant submits the Application to the PSC for a CPCN pursuant to KRS §§ 278.020(1), 278.650, and 278.665. Boyd County does not have a planning commission. The City of Ashland does have a planning commission; however the proposed site is located outside the jurisdictional boundaries of the City of Ashland Planning Commission. This information was verified by the Office of the Boyd County Judge Executive and Dawnette Stamp with the City of Ashland Planning Commission.

4. 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 enhancing coverage and/or capacity and thereby increasing the public's access to wireless telecommunication services. A statement from Applicant's RF Design Engineer outlining said need is attached as **Exhibit N.** 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.

5. To address the above-described service needs, Applicant proposes to construct a WCF at 2015 West Crance Road, Ashland, Kentucky 41012 (38° 28' 38.10" North Latitude, 82° 41' 41.80" West Longitude (NAD 83)), in an area entirely within Boyd County. The property in which the WCF will be located is currently owned by Ronald and Carol Music, pursuant to that Deed of record in Deed Book 658, Page 413 in the Office of the Boyd County Clerk. The proposed WCF will consist of a 300 foot self-support tower with an approximately 4-foot tall lightning arrestor attached to the top of the tower for a total height of 304 feet. The WCF will also include concrete foundations to accommodate the placement

of a prefabricated equipment shelter. The WCF compound will be fenced and all access gate(s) will be secured. A detailed site development plan and survey, signed and sealed by a professional land surveyor registered in Kentucky is attached as **Exhibit B**.

6. A vertical profile sketch of the tower, signed and sealed by a professional engineer registered in Kentucky, indicating the height of the tower and the placement of all antennas is attached as **Exhibit C**. 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 attached as **Exhibit D**.

7. A geotechnical engineering report was performed at the WCF site by ECS Mid-Atlantic, LLC of Roanoke, Virginia, dated March 11, 2011 and is attached as **Exhibit E**. The name and address of the geotechnical engineering firm and the professional engineer registered in Kentucky who prepared the report are included as part of **Exhibit E**.

8. A list of public utilities, corporations, and/or persons with whom the proposed WCF is likely to compete is attached as **Exhibit F**. Maps of suitable scale showing the location of the proposed WCF as well as the location of any like facilities owned by others located anywhere within the map area are also included in **Exhibit F**.

9. The Federal Aviation Administration Determination of No Hazard to Air Navigation is attached as **Exhibit G**. The Kentucky Airport Zoning Commission Approval of Application dated July 20, 2011 is also attached as **Exhibit G**.

10. The Applicant operates on frequencies licensed by the Federal Communications Commission ("FCC") pursuant to applicable federal

requirements. Copies of the license(s) are attached as **Exhibit H**. The WCF has been designed, and will be built and operated in accordance with all applicable FCC and FAA regulations as indicated in the statement from Applicant's RF Design Engineer included as **Exhibit N**. Appropriate FCC required signage will be posted on the site.

11. Based on the review of Federal Emergency Management Agency Flood Insurance Rate Map, the licensed, professional land surveyor has noted in **Exhibit B** that the Flood Insurance Rate Map (FIRM) No. 21019C0055C dated September 16, 2004, indicates that the proposed WCF is not located within any flood hazard area.

12. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced. Project Manager for the site is Chad Goughnour, of Nsoro, Inc.

13. Clear directions to the proposed WCF site from the county seat are attached as **Exhibit I**, including the name and telephone number of the preparer. A copy of the lease for the property on which the tower is proposed to be located is included as part of **Exhibit I**.

14. Applicant has notified, by certified mail, return receipt requested, every person of the proposed construction who, according to the records of the Boyd County Property Valuation Administrators, owns property which is within 500 feet of the proposed tower or is contiguous to the site property. Applicant included in said notices the docket number under which the Application will be processed and informed each person of his or her right to request intervention. A list of the property owners who received notices along with the notices are attached as **Exhibit J**.

15. Applicant has notified the Boyd County Judge Executive by certified mail, return receipt requested, of the proposed construction. The notice included the docket number under which the Application will be processed and informed the Boyd County Judge Executive of his right to request intervention. A copy of the notice is attached as **Exhibit K**.

16. Pursuant to 807 KAR 5:063, Applicant affirms that two notice signs measuring at least two feet by four feet in size with all required language in letters of required height have been posted in a visible location on the proposed site and on the nearest road. Copies of the signs are attached as **Exhibit L**. Such signs shall remain posted for at least two weeks after filing the Application. Notice of the proposed construction has been posted in a newspaper of general circulation in the county in which the construction is proposed (*Daily Independent*).

17. The site of the proposed WCF is located in a rural/residential area west of Ashland, Kentucky. The current use of the property is open grassy field.

18. Applicant has considered the likely effects of the proposed construction on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate service to the area can be provided. Applicant carefully evaluated locations within the search area for co-location opportunities and found no suitable towers or other existing structures that met the requirements necessary in providing adequate service to the area. A statement from Applicant's RF Design Engineer is attached as **Exhibit N**. When suitable towers or structures exist, Applicant has attempted to co-locate on towers designed to host multiple wireless service providers' facilities or existing structures, such as a telecommunications tower or another suitable structure capable of supporting the Applicant's facilities.

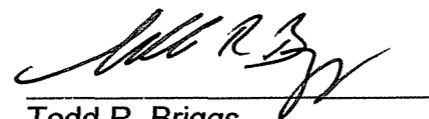
19. A map of the area in which the proposed WCF is located, that is drawn to scale and that clearly depicts the search area in which a site should, pursuant to radio frequency requirements, be located is attached as **Exhibit M**.

20. Correspondence and communication with regard to this Application should be directed to:

Todd R. Briggs
Briggs Law Office, PSC
1301 Clear Springs Trace
Suite 205
Louisville, KY 40223
(502) 412-9222
todd@briggslawoffice.net

WHEREFORE, Applicant respectfully requests that the PSC accept the foregoing application for filing and enter an order granting a Certificate of Public Convenience and Necessity to Applicant for construction and operation of the proposed WCF and providing for such other relief as is necessary and appropriate.

Respectfully submitted,



Todd R. Briggs
Briggs Law Office, PSC
1301 Clear Springs Trace
Suite 205
Louisville, KY 40223
Telephone 502-412-9222
Counsel for New Cingular Wireless PCS, LLC

Mary K. Keyer
General Attorney
AT&T Kentucky
601 W. Chestnut Street
Room 407
Louisville, KY 40203

LIST OF EXHIBITS

Exhibit A	Certificate of Authorization
Exhibit B	Site Development Plan and Survey
Exhibit C	Vertical Tower Profile
Exhibit D	Structural and Foundation Design Report
Exhibit E	Geotechnical Engineering Report
Exhibit F	Competing Utilities List and Map of Like Facilities, General Area
Exhibit G	FAA Approval KAZC Approval
Exhibit H	FCC Documentation
Exhibit I	Directions to Site and Copy of Lease Agreement
Exhibit J	Notification Listing and Copy of Property Owner Notifications
Exhibit K	Copy of County Judge Executive Notice
Exhibit L	Copy of Posted Notices
Exhibit M	Map of Search Area
Exhibit N	RF Engineer Statements

Exhibit A

**Commonwealth of Kentucky
Trey Grayson, Secretary of State**

Trey Grayson
Secretary of State
P. O. Box 718
Frankfort, KY 40602-0718
(502) 564-3490
<http://www.sos.ky.gov>

Certificate of Authorization

Authentication number: 104309
Visit <http://apps.sos.ky.gov/business/obdb/certvalidate.aspx> to authenticate this certificate.

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,

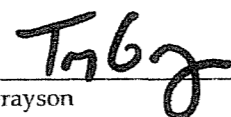
NEW CINGULAR WIRELESS PCS, LLC

, a limited liability company authorized under the laws of the state of Delaware, 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 30th day of September, 2010, in the 219th year of the Commonwealth.




Trey Grayson
Secretary of State
Commonwealth of Kentucky
104309/0481848

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "AT&T WIRELESS PCS, LLC", CHANGING ITS NAME FROM "AT&T WIRELESS PCS, LLC" TO "NEW CINGULAR WIRELESS PCS, LLC", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF OCTOBER, A.D. 2004, AT 11:07 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE TWENTY-SIXTH DAY OF OCTOBER, A.D. 2004, AT 7:30 O'CLOCK P.M.

2445544 8100

040770586



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3434823

DATE: 10-26-04

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:20 AM 10/26/2004
FILED 11:07 AM 10/26/2004

CERTIFICATE OF AMENDMENT SRV 040770586 - 2445544 FILE
TO THE CERTIFICATE OF FORMATION
OF
AT&T WIRELESS PCS, LLC

1. The name of the limited liability company is AT&T Wireless PCS, LLC (the "Company").
2. The Certificate of Formation of the Company is amended by deleting the first paragraph in its entirety and replacing it with a new first paragraph to read as follows:


"FIRST: The name of the limited liability company is New Cingular Wireless PCS, LLC."
3. The Certificate of Amendment shall be effective at 7:30 p.m. EDT on October 26, 2004.

[Signature on following page]

IN WITNESS WHEREOF, AT&T Wireless PCS, LLC has caused this Certificate of Amendment to be executed by its duly authorized Manager this 21st day of October, 2004.

AT&T WIRELESS PCS, LLC

By: Cingular Wireless LLC, its Manager

By: 
Name: Joanne Todaro
Title: Assistant Secretary

STATE OF DELAWARE
CERTIFICATE OF FORMATION OF
AT&T WIRELESS PCS, LLC

The undersigned authorized person hereby executes the following Certificate of Formation for the purpose of forming a limited liability company under the Delaware Limited Liability Company Act.

FIRST The name of the limited liability company is AT&T Wireless PCS, LLC.

SECOND: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

DATED this 7 day of September, 1999.

AT&T WIRELESS SERVICES, INC.,
As Authorized Person



Mark U. Thomas, Vice President

PROJECT INFORMATION

SCOPE OF WORK: INSTALLATION OF 300' SELF-SUPPORT TOWER INCLUDING EQUIPMENT SHELTER AND UTILITY SERVICE TO SITE

SITE ADDRESS: 2015 WEST CRANCE ROAD ASHLAND, KY 41102

LATITUDE: N38° 28' 38.10" (NAD83)
 LONGITUDE: W82° 41' 41.80" (NAD83)
 ELEVATION: 724.3' (NAVD88)
 *AS PER 1A LETTER DATED 10/01/10

JURISDICTION: BOYD COUNTY

ZONING DISTRICT CLASSIFICATION: WIRELESS COMMUNICATIONS

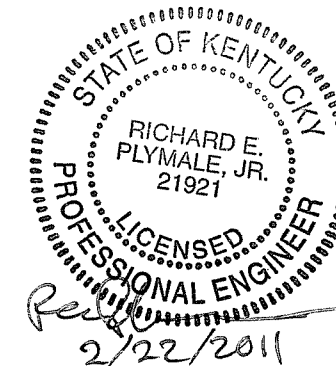
PROPOSED USE: TELECOMMUNICATIONS FACILITY

PROPERTY OWNER: RONALD & CAROL MUSIC
 2015 WEST CRANCE ROAD
 ASHLAND, KY 41101

NAME OF APPLICANT: AT&T MOBILITY



SITE NUMBER: WV087D
SITE NAME: LAWHORN HOLLOW

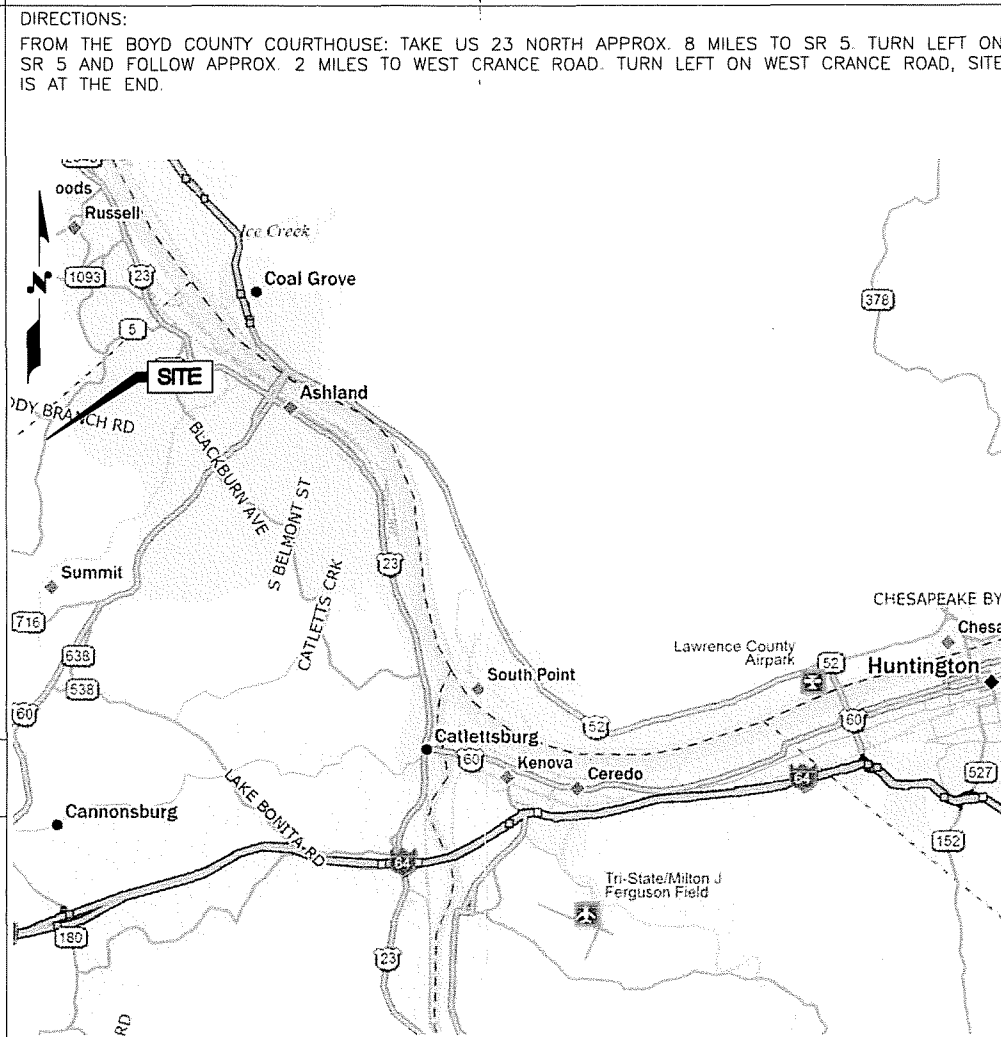


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VICINITY MAP



APPLICABLE BUILDING CODES AND STANDARDS

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

BUILDING CODE:
 INTERNATIONAL BUILDING CODE (IBC 2006)

ELECTRICAL CODE:
 NATIONAL ELECTRIC CODE, (NEC 2005)

SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS.
 AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
 AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, NINTH EDITION
 TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-F, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES:
 TIA 607, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS

INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM
 IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT

IEEE C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C3" AND "HIGH SYSTEM EXPOSURE")

TELCORDIA GR-1275, GENERAL INSTALLATION REQUIREMENTS
 TELCORDIA GR-1503, COAXIAL CABLE CONNECTIONS
 ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM, ENVIRONMENTAL PROTECTION

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

NOTES



CALL BEFORE YOU DIG,
 DRILL OR BLAST!
 B.U.D. OF KENTUCKY
 1-800-752-6007

FLOOD PLAIN INFORMATION

THE PROPOSED LEASE AREA IS LOCATED IN ZONE X AS SHOWN UPON F.I.R.M. COMMUNITY MAP NO. 21019C 0055 C BOYD COUNTY EFFECTIVE DATE: SEPTEMBER 16, 2004

DETAIL 103

AT&T CONSTRUCTION: _____ AT&T RF: _____

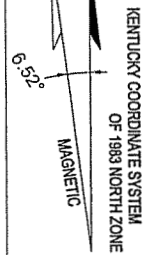
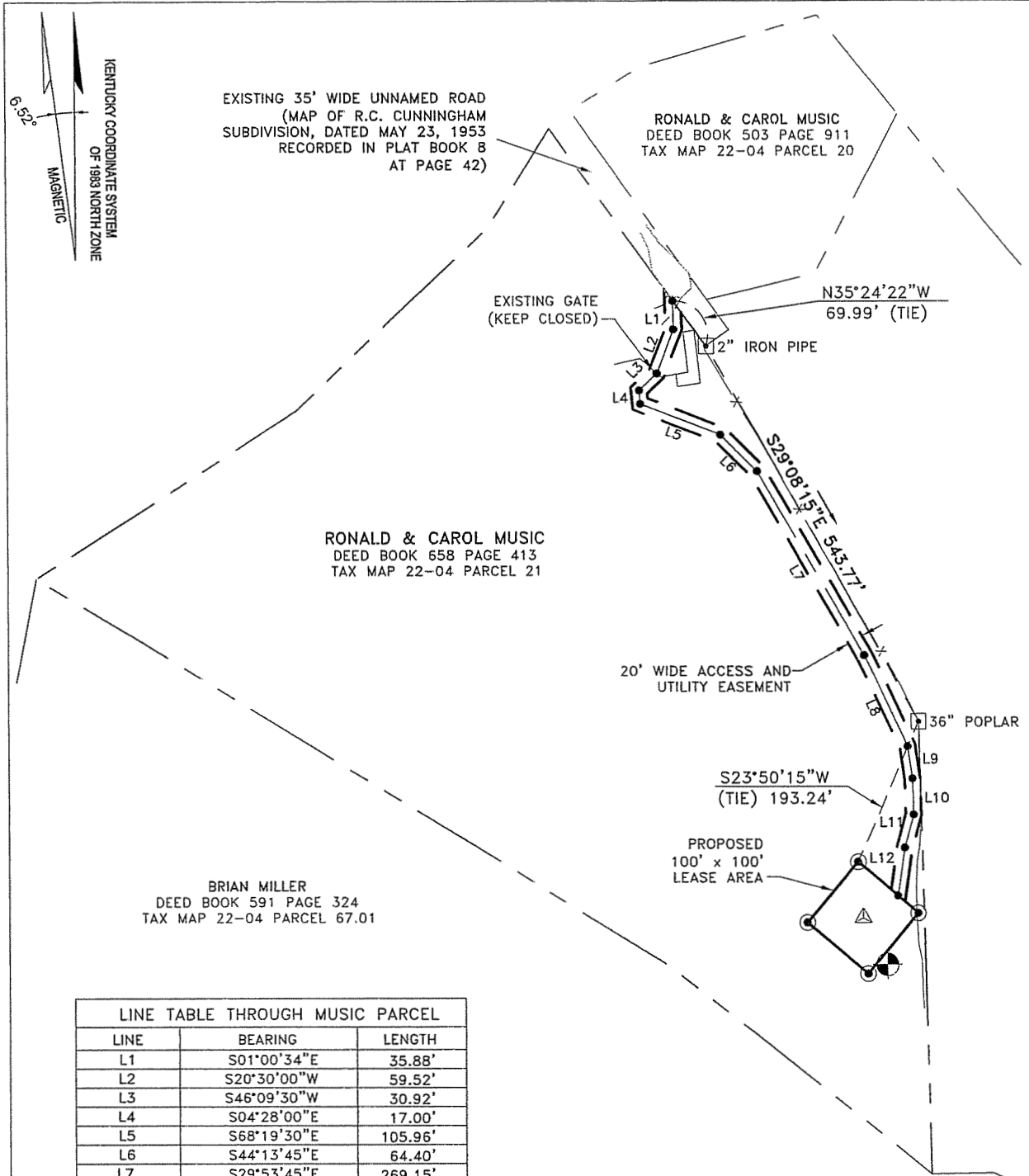
AT&T COMPLIANCE: _____ SAI CONSTRUCTION: _____

RPM ENGINEERS
 400 TRACY WAY, SUITE 200
 CHARLESTON, WV 25311
 (304) 345-6712 PHONE
 (304) 345-6714 FAX



SITE NAME: LAWHORN HOLLOW
SITE NO. WV087D
 2015 WEST CRANCE ROAD
 ASHLAND, KY 41102
 BOYD COUNTY

				AT&T MOBILITY				
				TITLE SHEET				
NO.	DATE	REVISIONS	BY	CHK	APP'D	RPM PROJECT NUMBER	DRAWING NUMBER	REV
1	10-29-10	ISSUE FOR CONSTRUCTION	DAF	CGP	REP			
0	08-17-10	ISSUE FOR COMMENT	WKM	CGP	CGP			
SCALE: AS SHOWN				DESIGNED BY: WKM		DRAWN BY: WKM		
						WV100955230054	WV-087D-01	1



EXISTING 35' WIDE UNNAMED ROAD
(MAP OF R.C. CUNNINGHAM
SUBDIVISION, DATED MAY 23, 1953
RECORDED IN PLAT BOOK B
AT PAGE 42)

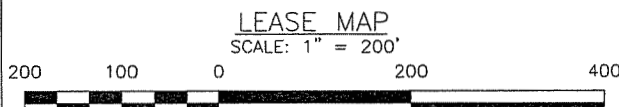
RONALD & CAROL MUSIC
DEED BOOK 503 PAGE 911
TAX MAP 22-04 PARCEL 20

RONALD & CAROL MUSIC
DEED BOOK 658 PAGE 413
TAX MAP 22-04 PARCEL 21

JOHN & CAROL ROE
DEED BOOK 486 PAGE 410
TAX MAP 22-04 PARCEL 4

BRIAN MILLER
DEED BOOK 591 PAGE 324
TAX MAP 22-04 PARCEL 67.01

LINE	BEARING	LENGTH
L1	S01°00'34"E	35.88'
L2	S20°30'00"W	59.52'
L3	S46°09'30"W	30.92'
L4	S04°28'00"E	17.00'
L5	S68°19'30"E	105.96'
L6	S44°13'45"E	64.40'
L7	S29°53'45"E	269.15'
L8	S25°27'45"E	127.19'
L9	S08°37'00"E	40.98'
L10	S01°38'00"E	45.25'
L11	S15°49'15"W	43.53'
L12	S08°22'35"W	61.01'



CALL BEFORE YOU DIG,
DRILL OR BLAST!
B.U.D. OF KENTUCKY
1-800-752-6007

LEGAL DESCRIPTIONS

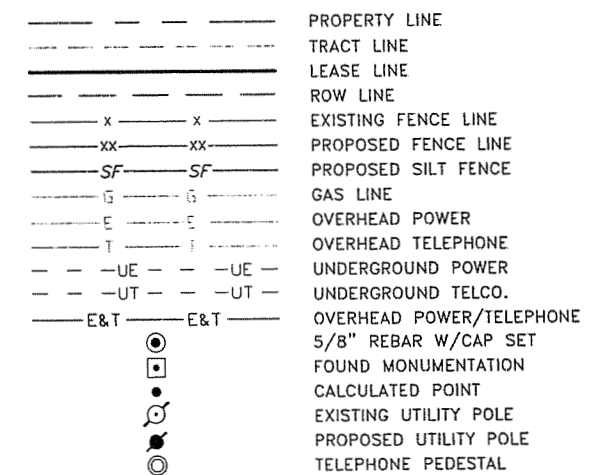
20' WIDE ACCESS EASEMENT

BEING A 20' WIDE EASEMENT, 10' ON EACH SIDE OF CENTERLINE WHICH IS DESCRIBED AS FOLLOWS:
COMMENCING AT A 2" IRON PIPE FOUND, SAID IRON PIPE BEING THE SOUTHWESTERLY CORNER OF AN EXISTING UNNAMED 35' WIDE ROAD, AS SHOWN ON A PLAT ENTITLED "MAP OF R.C. CUNNINGHAM SUBDIVISION", DATED MAY 23, 1953, AND RECORDED IN PLAT BOOK B AT PAGE 42, SAID PIPE ALSO BEING A COMMON CORNER TO PROPERTY OWNED BY RONALD AND CAROL MUSIC (DEED BOOK 658, PAGE 413), AND PROPERTY OWNED BY JOHN & CAROL ROE (DEED BOOK 486, PAGE 410); THENCE N35°24'22"W, 69.99' TO A POINT ON AN EXISTING GRAVEL DRIVE, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE MAKING A NEW LINE THROUGH THE SAID MUSIC PROPERTY (DB 658, PG 413) FOR THE FOLLOWING TWELVE (12) BEARINGS AND DISTANCES: S01°00'34"E, 35.88'; S20°30'00"W, 59.52'; S46°09'30"W, 30.92'; S04°28'00"E, 17.00'; S68°19'30"E, 105.96'; S44°13'45"E, 64.40'; S29°53'45"E, 269.15'; S25°27'45"E, 127.19'; S08°37'00"E, 40.98'; S01°38'00"E, 45.25'; S15°49'15"W, 43.53'; S08°22'35"W, 61.01' TO A POINT ON THE NORTHEASTERLY LINE OF THE PROPOSED 100' x 100' LEASE AREA. TOTAL LENGTH OF EASEMENT: 900.79'

LEASED AREA (608 SQ. FT.)

BEING A 100' BY 100' PARCEL LOCATED WITHIN THE LANDS OF RONALD AND CAROL MUSIC (DEED BOOK 658 PAGE 413), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT AN 36" POPLAR FOUND ON A COMMON DIVISION LINE OF A PARCEL NOW OR FORMERLY OWNED BY JOHN AND CAROL ROE (DEED BOOK 486 PAGE 410), AND SAID MUSIC PARCEL; THENCE S23°50'15"W, 193.24' TO A 5/8" REBAR W/PASTIC CAP SET AT THE NORTHERLY CORNER OF THE PROPOSED LEASE AREA AND THE TRUE POINT OF BEGINNING; THENCE MAKING A NEW LINE THROUGH SAID MUSIC PARCEL FOR THE FOLLOWING FOUR (4) BEARINGS AND DISTANCES:
1) S49°47'15"E, 100.00' TO A 5/8" REBAR W/PASTIC CAP SET;
2) S40°12'45"W, 100.00' TO A 5/8" REBAR W/PASTIC CAP SET;
3) N49°47'15"W, 100.00' TO A 5/8" REBAR W/PASTIC CAP SET;
4) N40°12'45"E, 100.00' TO THE POINT OF BEGINNING;
CONTAINING 10,000 SQUARE FEET (0.23 ACRES), MORE OR LESS

LEGEND



COORDINATE POINT LOCATION TOWER CENTERLINE
NAD 1983
LATITUDE: 38°28'38.10"N
LONGITUDE: 82°41'41.80"W
ELEVATION: 733.32' (NAVD 88)
STATE PLANE COORDINATE
NORTHING: 359636.76
EASTING: 2085569.20

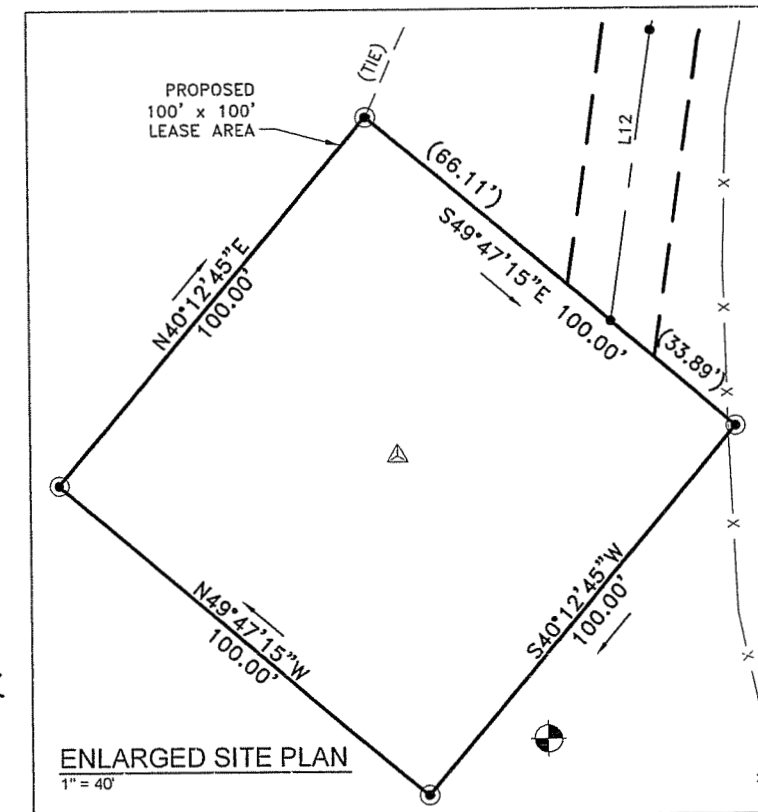
BENCHMARK
NORTHING: 359577.84
EASTING: 2085599.82
ELEVATION: 737.39' (NAVD 88)
LOCATION: RAILROAD SPIKE IN 24" WALNUT

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE INTENT OF THIS SURVEY IS TO LOCATE A PROPOSED 100' x 100' LEASE AREA UPON A PARCEL OF LAND DESCRIBED IN DEED BOOK 658 PAGE 413. THE BOUNDARY LINES ARE DRAWN USING DEED INFORMATION WITH SOME FIELD LOCATION OF EXISTING MONUMENTS.
3. THIS PLAT IS SUBJECT TO INFORMATION REVEALED BY A COMPLETE TITLE SEARCH, AND A COMPLETE RETRACEMENT ACCORDING TO THE SAME.
4. ORIGIN OF UTILITY RUNS TO SITE SHALL BE DETERMINED BY THE RESPECTIVE UTILITY PROVIDERS.



Steven M. Newton
10-28-10



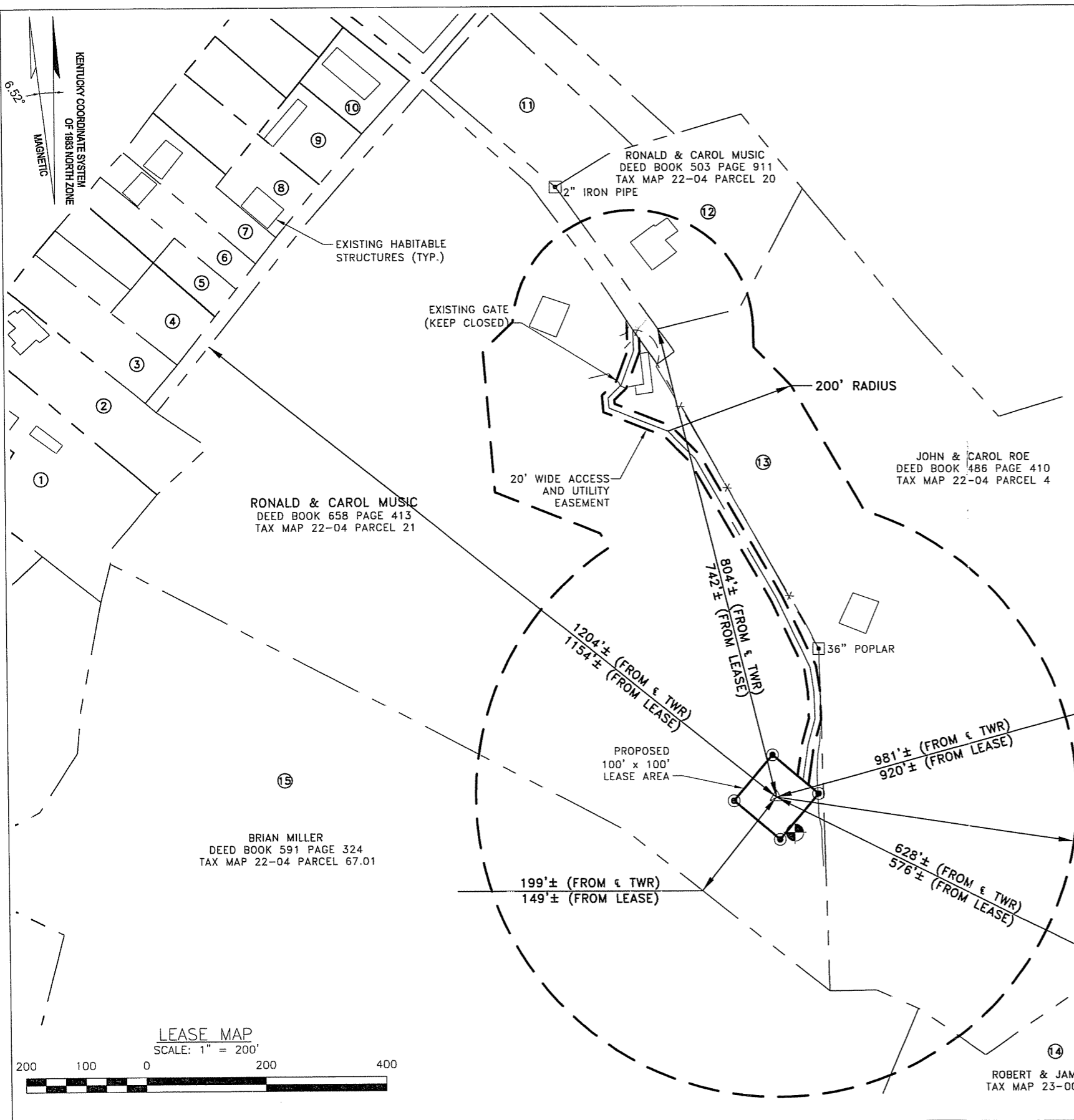
SITE NAME: LAWHORN HOLLOW
SITE NO. WV087D
2015 WEST CRANCE ROAD
ASHLAND, KY 41102
BOYD COUNTY

AT&T MOBILITY			
LEASE MAP			
NO.	DATE	REVISIONS	BY
1	10-28-10	ISSUE FOR CONSTRUCTION	DAF CGP JAB
0	08-17-10	ISSUE FOR COMMENT	WKM CGP CGP
NO.	DATE	REVISIONS	BY
CHK	APP'D	RPM PROJECT NUMBER	DRAWING NUMBER
SCALE: AS SHOWN	DESIGNED BY: WKM	DRAWN BY: WKM	WV100955230054
			WV-087D-02
			1



802 B STREET
SAINT ALBANS, WV 25177
(304) 201-8980 PHONE
(304) 201-8983 FAX

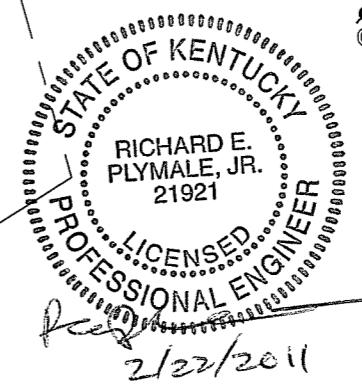




PARCEL	OWNER	OWNER ADDRESS	DEED BOOK/PAGE	
1	022-04-00-047.00	LARRY & PHYLISS KIRK	3210 STATE ROUTE 5, ASHLAND, KY 41102	699/430
2	022-04-00-037.00	FARTHING & DANNY ROSEMARY	3140 STATE ROUTE 5, ASHLAND, KY 41102	541/333
3	022-04-00-036.00	DANNY & JANE HALE	3132 STATE ROUTE 5, ASHLAND, KY 41102	648/103
4	022-04-00-024.00	RICHARD & STACI CAUDILL 3120	STATE ROUTE 5, ASHLAND, KY 41102	628/177
5	022-04-00-031.00	JACALYN HALL	3121 STATE ROUTE 5, ASHLAND, KY 41102	712/345
6	022-04-00-030.00	MADD VENTURES LLC	3116 STATE ROUTE 5, ASHLAND, KY 41102	711/476
7	022-04-00-029.00	MAXINE & DIANE BLAIR	3110 STATE ROUTE 5, ASHLAND, KY 41102	669/223
8	022-04-00-013.00	BARBARA HARDING	3013 STATE ROUTE 5, ASHLAND, KY 41102	586/110
9	022-04-00-022.00	HAROLD & VALINDA SWEENEY	3113 CRANCE COURT, ASHLAND, KY 41102	
10	022-04-00-017.00	JOSHUA WALLIN	3130 CRANCE COURT, ASHLAND, KY 41102	725/283
11	022-04-00-018.00	DANNY & TAMMY PERROCK	2101 WEST CRANCE ROAD, ASHLAND, KY 41102	602/264
12	022-04-00-020.00	RONALD & CAROL MUSIC	2015 WEST CRANCE ROAD, ASHLAND, KY 41102	503/911
13	022-04-00-004.00	JOHN & CAROL ROE	2005 WEST CRANCE ROAD, ASHLAND, KY 41102	486/410
14	023-00-00-004.00	ROBERT & JAMIE TAYLOR 3249	KENVIEW DRIVE, ASHLAND, KY 41102	
15	022-04-00-067.01	BRIAN MILLER	2017 W NEW BUCKLEY ROAD, ASHLAND, KY 41102	591/324

LEGEND

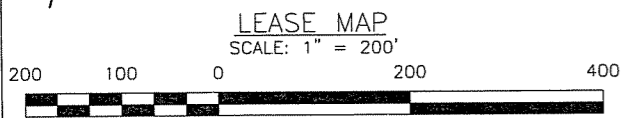
- PROPERTY LINE
- - - - - TRACT LINE
- ==== LEASE LINE
- - - - - ROW LINE
- x-x- EXISTING FENCE LINE
- xx-xx- PROPOSED FENCE LINE
- SF-SF- PROPOSED SILT FENCE
- G-G- GAS LINE
- E-E- OVERHEAD POWER
- T-T- OVERHEAD TELEPHONE
- UE-UE- UNDERGROUND POWER
- UT-UT- UNDERGROUND TELCO.
- E&T-E&T- OVERHEAD POWER/TELEPHONE
- 5/8" REBAR W/CAP SET
- FOUND MONUMENTATION
- CALCULATED POINT
- EXISTING UTILITY POLE
- PROPOSED UTILITY POLE
- TELEPHONE PEDESTAL



COORDINATE POINT LOCATION TOWER CENTERLINE
 NAD 1983
 LATITUDE: 38°28'38.10"N
 LONGITUDE: 82°41'41.80"W
 ELEVATION: 733.32' (NAVD 88)
 STATE PLANE COORDINATE
 NORTHING: 359636.76
 EASTING: 2085569.20

BENCHMARK
 NORTHING: 359577.84
 EASTING: 2085599.82
 ELEVATION: 737.39' (NAVD 88)
 LOCATION: RAILROAD SPIKE IN 24" WALNUT

CALL BEFORE YOU DIG,
 DRILL OR BLAST!
 B.U.D. OF KENTUCKY
 1-800-752-6007



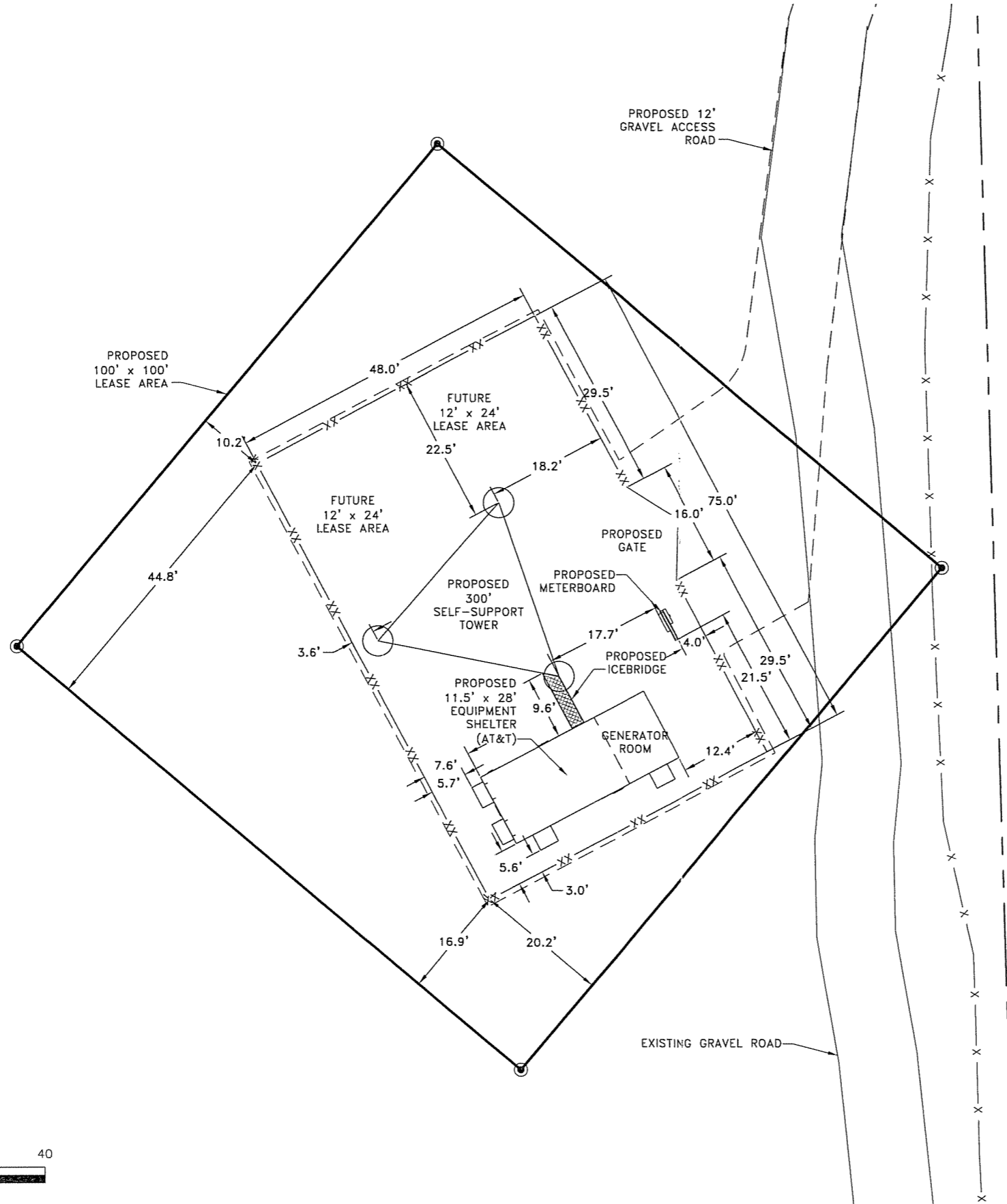
R.P.M. ENGINEERS
 400 TRACY WAY, SUITE 200
 CHARLESTON, WV 25311
 (304) 345-6712 PHONE
 (304) 345-6714 FAX



SITE NAME: LAWHORN HOLLOW
SITE NO. WV087D
 2015 WEST CRANCE ROAD
 ASHLAND, KY 41102
 BOYD COUNTY

				AT&T MOBILITY		
1	10-29-10	ISSUE FOR CONSTRUCTION	DAF	CGP	REP	
0	08-17-10	ISSUE FOR COMMENT	WKM	CGP	CGP	
NO	DATE	REVISIONS	BY	CHK	APP'D	
SCALE: AS SHOWN			DESIGNED BY: WKM		DRAWN BY: WKM	
				RPM PROJECT NUMBER	DRAWING NUMBER	REV
				WV100955230054		1

KENTUCKY COORDINATE SYSTEM
OF 1983 NORTH ZONE
MAGNETIC
6.52°



LEGEND

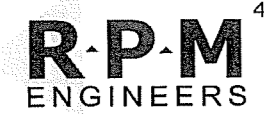
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- - -	TRACT LINE
---	LEASE LINE
---	ROW LINE
x - x	EXISTING FENCE LINE
xx - xx	PROPOSED FENCE LINE
SF - SF	PROPOSED SILT FENCE
G - G	GAS LINE
E - E	OVERHEAD POWER
T - T	OVERHEAD TELEPHONE
-UE - -UE	UNDERGROUND POWER
-UT - -UT	UNDERGROUND TELCO
E&T - E&T	OVERHEAD POWER/TELEPHONE
⊙	5/8" REBAR W/CAP SET
⊠	FOUND MONUMENTATION
⊙	CALCULATED POINT
⊙	EXISTING UTILITY POLE
⊙	PROPOSED UTILITY POLE
⊙	TELEPHONE PEDESTAL

STATE OF KENTUCKY
RICHARD E. PLYMALE, JR.
21921
LICENSED PROFESSIONAL ENGINEER
2/22/2011



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1-800-752-6007

PROPOSED SITE PLAN
SCALE: 1" = 20'



400 TRACY WAY, SUITE 200
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(304) 345-6712 PHONE
(304) 345-6714 FAX

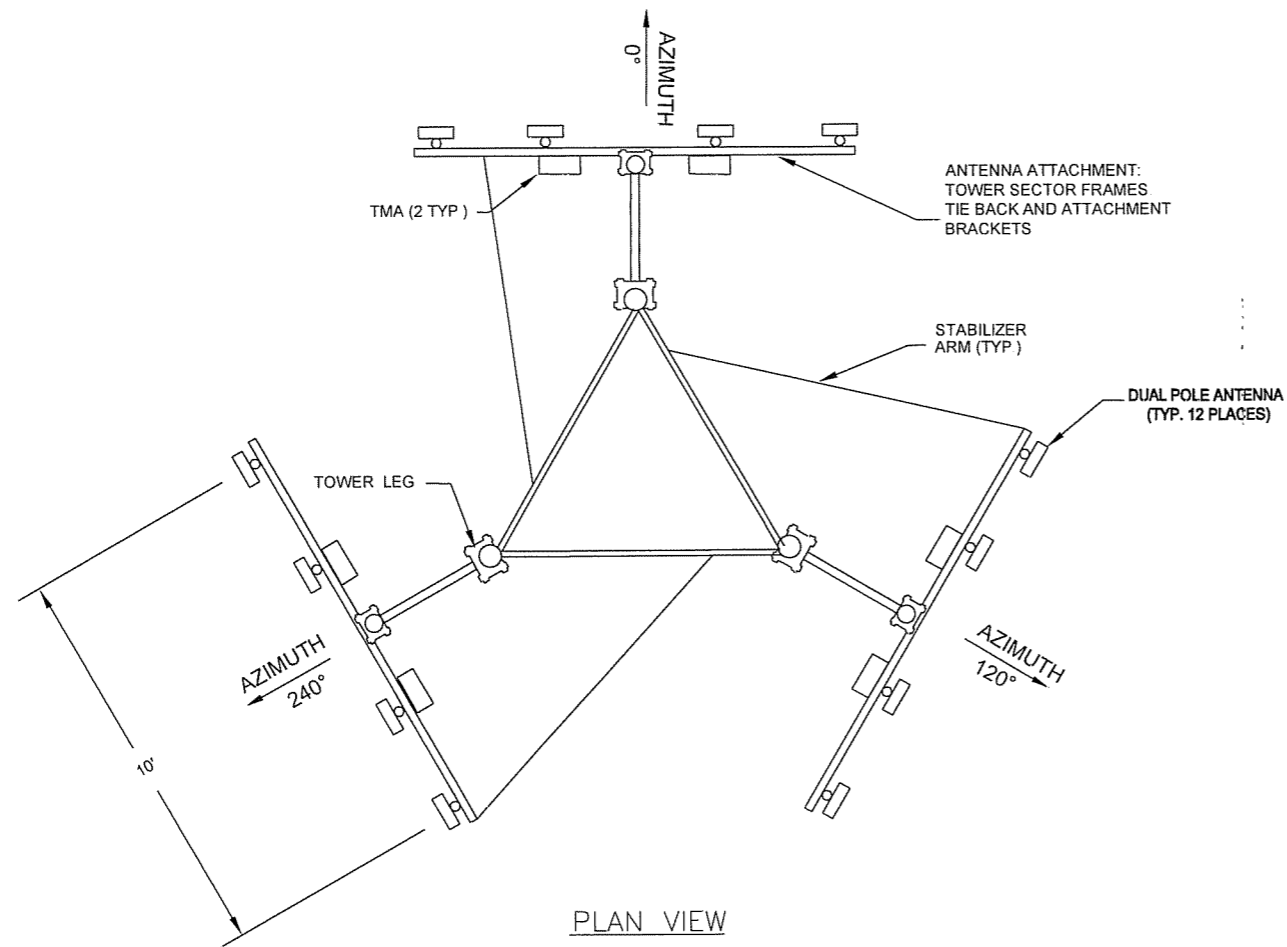


SITE NAME: LAWHORN HOLLOW
SITE NO. WV087D
2015 WEST CRANCE ROAD
ASHLAND, KY 41102
BOYD COUNTY

				AT&T MOBILITY			
				SITE PLAN			
1	10-29-10	ISSUE FOR CONSTRUCTION	DAF	CGP	REP		
0	08-17-10	ISSUE FOR COMMENT	WKM	CGP	CGP		
NO.	DATE	REVISIONS	BY	CHK	APP'D	RPM PROJECT NUMBER	DRAWING NUMBER
SCALE:	AS SHOWN	DESIGNED BY: WKM	DRAWN BY: WKM			WV100955230054	WV-087D-03
						REV	1

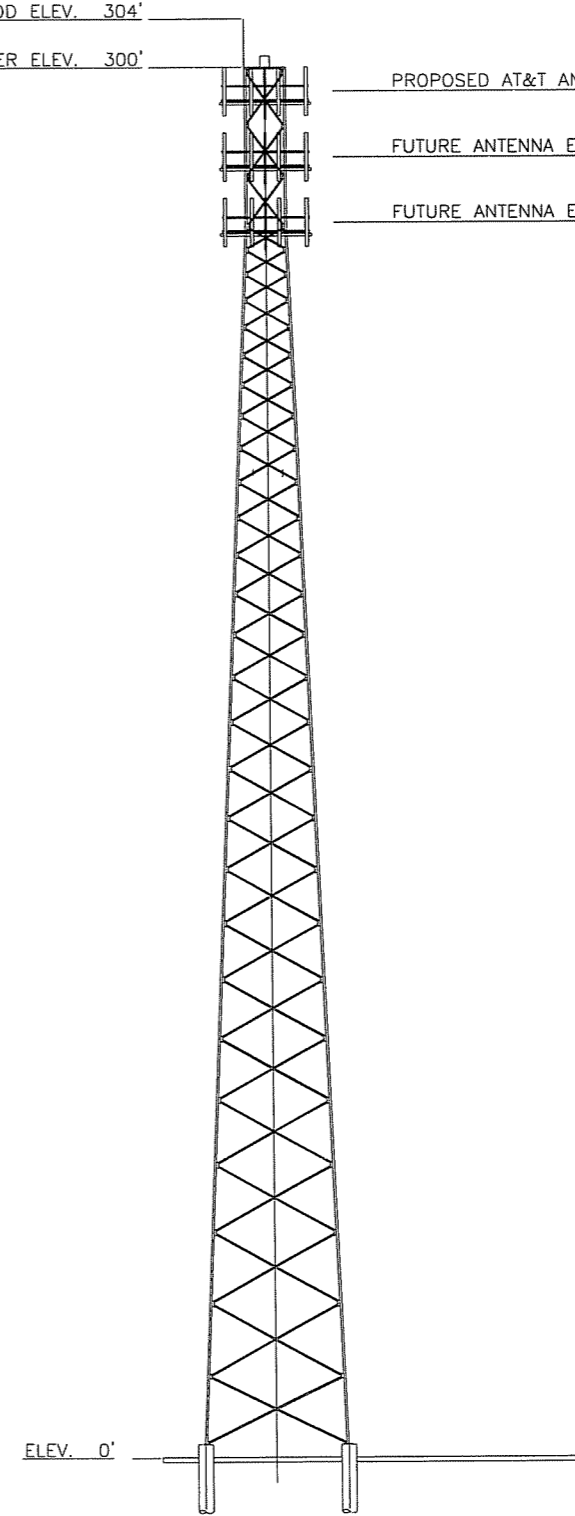
Exhibit C

KENTUCKY COORDINATE SYSTEM
OF 1983 NORTH ZONE
MAGNETIC
9.52°



PLAN VIEW
TOWER MOUNTING DETAIL
FOUR ANTENNA PER SECTOR WITH STANDOFF
HORIZONTAL SEPARATION CONFIGURATION

LIGHTNING ROD ELEV. 304'
TOP OF TOWER ELEV. 300'
PROPOSED AT&T ANTENNA ELEV.: 295'
FUTURE ANTENNA ELEV. = 285'
FUTURE ANTENNA ELEV. = 275'



TOWER ELEVATION VIEW

STATE OF KENTUCKY
RICHARD E. PLYMALE, JR.
21921
LICENSED PROFESSIONAL ENGINEER
2/22/2011



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RPM
ENGINEERS

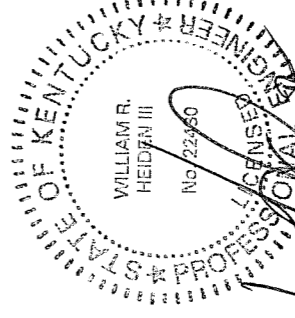
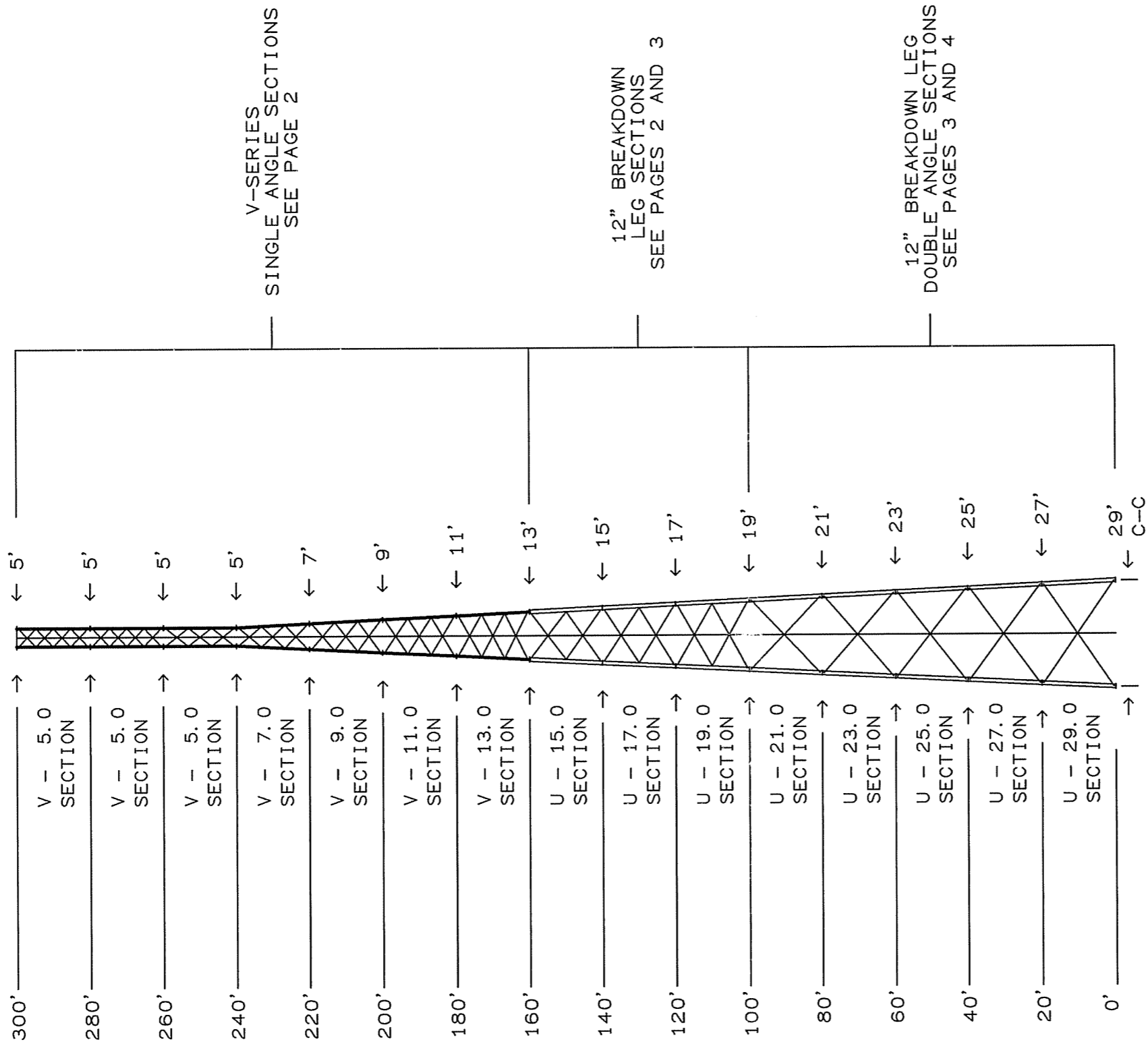
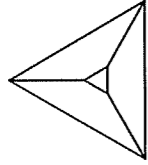
400 TRACY WAY, SUITE 200
CHARLESTON, WV 25311
(304) 345-6712 PHONE
(304) 345-6714 FAX



SITE NAME: LAWHORN HOLLOW
SITE NO. WV087D
2015 WEST CRANCE ROAD
ASHLAND, KY 41102
BOYD COUNTY

						AT&T MOBILITY	
						TOWER ELEVATION	
NO.	DATE	REVISIONS	BY	CHK	APP'D	RPM PROJECT NUMBER	DRAWING NUMBER
1	10-29-10	ISSUE FOR CONSTRUCTION	DAF	CGP	REP		
0	08-17-10	ISSUE FOR COMMENT	WKM	CGP	CGP		
SCALE: AS SHOWN		DESIGNED BY: WKM	DRAWN BY: WKM			WV100955230054	WV-087D-05
							1

Exhibit D



APR 18 2011

William R. Heiden III, KY Professional Engineer # 22430

DOMITAL
WV 087D LAWHORN HOLLOW, KY
V-29 X 300'

B	UPDATE TITLE BLOCK	MVC	04/18/2011	KENTUCKY C. O. A.	1542
A	ADDED FOUNDATIONS PER SOIL REPORT	MS	04/18/2011	APPROVED/ENG.	MVC 4/18/2011
REV	DESCRIPTION OF REVISIONS	INI	DATE	APPROVED/FOUND.	N/A
VALMONT STRUCTURES IS A DIVISION OF VALMONT INDUSTRIES, INC. ENGINEERING PROVIDED BY PIROD, INC., WHOLLY OWNED BY VALMONT INDUSTRIES, INC.					
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Printed from 236259_010B.DWG - 04/18/2011 14:13 @ 04/18/2011 15:38					
				DRAWING NO.	236259
				ENG. FILE NO. A-141950-	PAGE 1 OF 10
				ARCHIVE F-1013747	



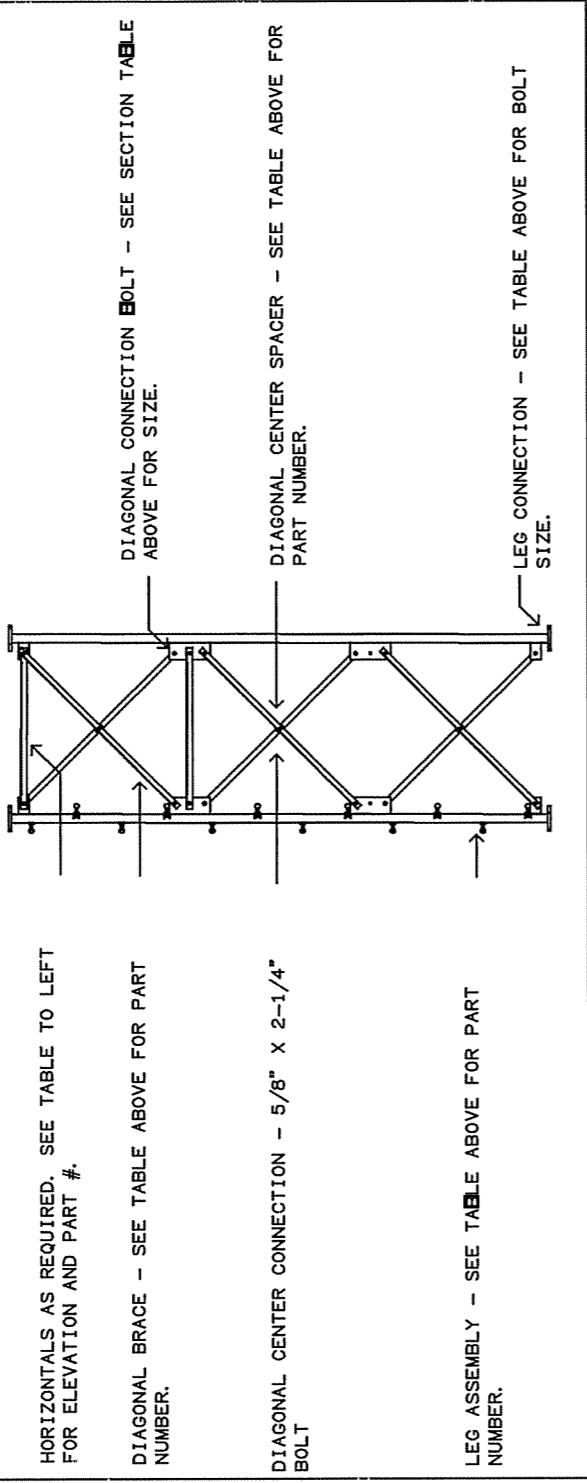
PIPE LEG SECTION DATA 160' - 300' ELEVATION

SECTION		LEG				DIAGONAL BRACE				HOR								
#	LENGTH	* WEIGHT	NOM SIZE	WALL	GRADE	CLIMBING QTY	PART#	NON-CLIMB QTY	CONNECT BOLT+ DIAM	CONNECT BOLT+ LENGTH	ANGLE FACE	THICK	CONNECT BOLT DIAM	CONNECT BOLT LENGTH	CENTER SPACER	HOR QTY		
V- 5.0	20'	941#	2-1/2"	0.203	A572-50	1	226160	2	226161	3/4"	3-1/2"	227077	227077	227077	227077	2-1/4"	116467	1
V- 5.0	20'	909#	2-1/2"	0.203	A572-50	1	226160	2	226161	3/4"	3-1/2"	227077	227077	227077	227077	2-1/4"	116467	
V- 5.0	20'	1285#	4"	0.237	A572-50	1	226184	2	226185	3/4"	3-1/2"	227113	227113	227113	227113	2-1/4"	116467	
V- 7.0	20'	1610#	5"	0.258	A572-50	1	226200	2	226201	3/4"	3-1/2"	226190	226199	231342	231342	2-1/4"	124838	
V- 9.0	20'	1996#	6"	0.280	A572-50	3	226206			3/4"	3-1/2"	226196	226195	231344	231344	2-1/4"	124838	
V-11.0	20'	2070#	6"	0.280	A572-50	3	226206			3/4"	3-1/2"	226204	226203	231346	231346	2-1/4"	124838	
V-13.0	20'	2491#	6"	0.280	A572-50	3	229377			1"	4-3/4"	227341	226209	231349	231349	2-1/4"	124838	

+ AT BOTTOM OF SECTION
 * THE WEIGHTS LISTED ARE THEORETICAL. THE ACTUAL WEIGHTS WILL VARY. ALL WEIGHTS SHOULD BE CONFIRMED IN THE FIELD PRIOR TO ERECTION.
 ** PANELS ARE NUMBERED BEGINNING AT THE TOP OF THE SECTION.

HORIZ HT	IN SEC#	HORIZ PART#
300	V- 5.0	227584

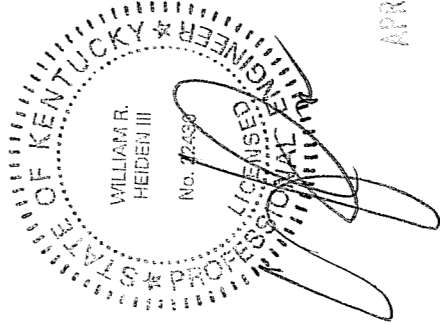
TYPICAL PIPE LEG SECTION ASSEMBLY 160' - 300' ELEVATION



BREAKDOWN SECTION DATA (12" LEG) 100' - 160' ELEVATION

SEC #	SECTION LENGTH	LEG SIZE	TOP PART#	DIAG PART#	DIAG FACE	DIAG THICK	DIAG ANGLE	SECTION WEIGHT	LEG DIAM	LEG LENGTH	DIAG DIAM	DIAG LENGTH
U-15.0	20'	1- 3/4"	229588	105579	3"	3/16"	3128#	1"	4-3/4"	1"	2-1/4"	2-1/4"
U-17.0	20'	1- 3/4"	229588	105587	3"	3/16"	3227#	1"	4-3/4"	1"	2-1/4"	2-1/4"
U-19.0	20'	1- 3/4"	229588	127612	3"	5/16"	3874#	1"	4-3/4"	1"	2-1/4"	2-1/4"

* THE WEIGHTS LISTED ARE THEORETICAL. THE ACTUAL WEIGHTS WILL VARY. ALL WEIGHTS SHOULD BE CONFIRMED IN THE FIELD PRIOR TO ERECTION.
 + USE 1 FLATWASHER UNDER EACH LOCK WASHER FOR LEG CONNECTION ONLY.



APR 18 2011

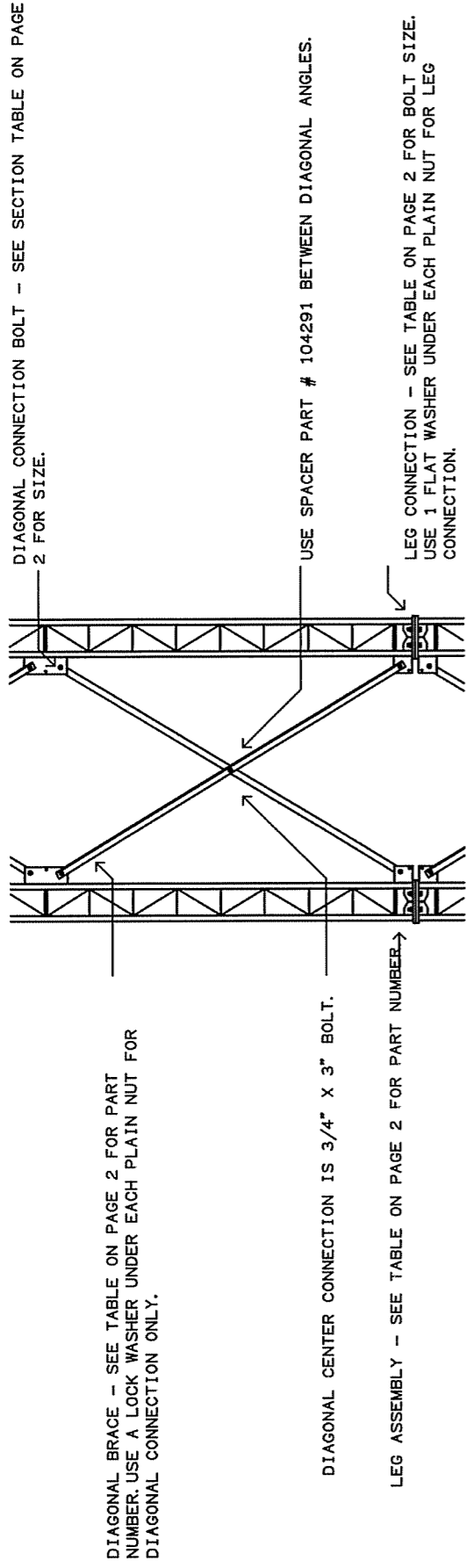
William R. Heiden III, KY Professional Engineer # 22430

DOMITAL
 WV 087D LAWHORN HOLLOW, KY
 V-29 X 300'

B	UPDATE TITLE BLOCK	MVC	04/18/2011	MVC	04/18/2011	MVC	4/18/2011
REV	DESCRIPTION OF REVISIONS	INI	DATE	APPROVED/ENG.	APPROVED/FOUND.	COPYRIGHT	2011
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KENTUCKY C. O. A. 1542				DRAWING NO. 236259			
APPROVED/ENG. MVC 4/18/2011				PAGE 2 OF 10			
APPROVED/FOUND. N/A				DRAWING NO. 236259			
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DRAWN BY MVC				DRAWING NO. 236259			
ENG. FILE NO. A-141950-				PAGE 2 OF 10			
ARCHIVE F-1013747				DRAWING NO. 236259			



TYPICAL BREAKDOWN SECTION ASSEMBLY (12" LEG) 100' - 160' ELEVATION



DIAGONAL BRACE - SEE TABLE ON PAGE 2 FOR PART NUMBER. USE A LOCK WASHER UNDER EACH PLAIN NUT FOR DIAGONAL CONNECTION ONLY.

DIAGONAL CENTER CONNECTION IS 3/4" X 3" BOLT.

LEG ASSEMBLY - SEE TABLE ON PAGE 2 FOR PART NUMBER.

DIAGONAL CONNECTION BOLT - SEE SECTION TABLE ON PAGE 2 FOR SIZE.

USE SPACER PART # 104291 BETWEEN DIAGONAL ANGLES.

LEG CONNECTION - SEE TABLE ON PAGE 2 FOR BOLT SIZE. USE 1 FLAT WASHER UNDER EACH PLAIN NUT FOR LEG CONNECTION.

BREAKDOWN SECTION LEG DATA (12" LEG WITH DOUBLE ANGLES) 0' - 100' ELEVATION

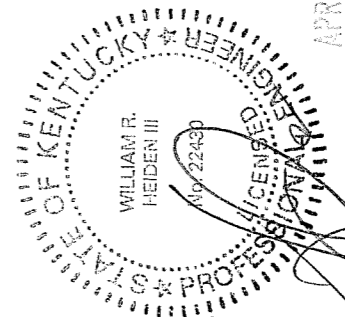
SECTION			LEG		LEG CONNECT @ BOTTOM+			
#	MODEL	LENGTH	WEIGHT*	SIZE	PART #	DIAM	LENGTH	#
5	U-21.0	20'	4137#	2"	208332	1"	4-3/4"	12
4	U-23.0	20'	4287#	2"	208333	1"	4-3/4"	12
3	U-25.0	20'	4879#	2- 1/4"	208334	1"	4-3/4"	12
2	U-27.0	20'	5758#	2- 1/4"	208334	1"	4-3/4"	12
1	U-29.0	20'	5801#	2- 1/4"	208334			

* THE WEIGHTS LISTED ARE THEORETICAL. THE ACTUAL WEIGHTS WILL VARY. ALL WEIGHTS SHOULD BE CONFIRMED IN THE FIELD PRIOR TO ERECTION.
+ QTY IS PER LEG. USE 1 LOCK WASHER UNDER EACH PLAIN NUT.

BREAKDOWN SECTION DIAGONAL DATA (12" LEG WITH DOUBLE ANGLES) 0' - 100' ELEVATION

#	MODEL	DIAGONAL PART #		DIAG ANGLE		DIAG END BOLT		DIAG CENTER & CENTER SPACER BOLT		SPACER			
		UPPER	LOWER	FACE	THICK	DIAM	LENGTH	DIAM	LENGTH		PART #	PART # **	
5	U-21.0	215295	215299	215368	3"	3/16"	7/8"	2-1/2"	5/8"	2-1/4"	211833	211974	8
4	U-23.0	215303	215307	215372	3"	3/16"	7/8"	2-1/2"	5/8"	2-1/4"	211833	211974	8
3	U-25.0	215311	215315	215376	3"	3/16"	7/8"	2-1/2"	5/8"	2-1/4"	211833	211974	8
2	U-27.0	215320	215324	215380	3-1/2"	1/4"	7/8"	2-1/2"	5/8"	2-1/4"	211833	211974	8
1	U-29.0	215327	215330	215383	3-1/2"	1/4"	7/8"	2-1/2"	5/8"	2-1/4"	211833	211974	8

* QUANTITY IS PER PANEL PER FACE.



William R. Heiden III / KY Professional Engineer # 22430

DOMITAL
WV 087D LAWHORN HOLLOW, KY
V-29 X 300'

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TYPICAL BREAKDOWN SECTION ASSEMBLY (12" LEG WITH DOUBLE ANGLES) 0' - 100' ELEVATION

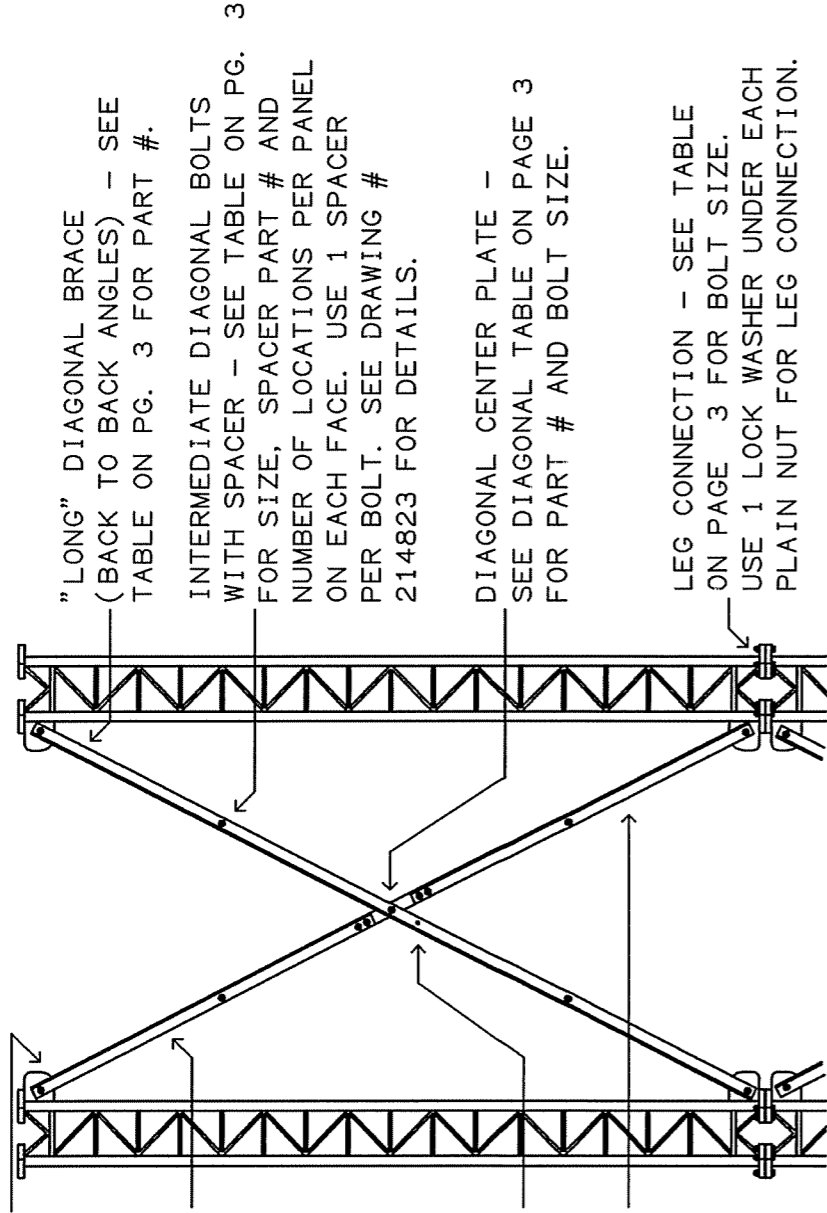
DIAGONAL END BOLTS -
SEE DIAGONAL TABLE ON PAGE 3
FOR SIZE.

"UPPER" DIAGONAL BRACES
(BACK TO BACK ANGLES) - SEE
TABLE ON PG. 3 FOR PART #.

**ATTENTION ERECTOR: DO NOT
LIFT 12" SINGLE PANEL LEG
SECTIONS! DAMAGE TO THE LEGS
AND DIAGONALS MAY RESULT!**

THIS HOLE REMAINS OPEN.

"LOWER" DIAGONAL BRACES
(BACK TO BACK ANGLES) - SEE
TABLE ON PG. 3 FOR PART #.



"LONG" DIAGONAL BRACE
(BACK TO BACK ANGLES) - SEE
TABLE ON PG. 3 FOR PART #.

INTERMEDIATE DIAGONAL BOLTS
WITH SPACER - SEE TABLE ON PG. 3
FOR SIZE, SPACER PART # AND
NUMBER OF LOCATIONS PER PANEL
ON EACH FACE. USE 1 SPACER
PER BOLT. SEE DRAWING #
214823 FOR DETAILS.

DIAGONAL CENTER PLATE -
SEE DIAGONAL TABLE ON PAGE 3
FOR PART # AND BOLT SIZE.

LEG CONNECTION - SEE TABLE
ON PAGE 3 FOR BOLT SIZE.
USE 1 LOCK WASHER UNDER EACH
PLAIN NUT FOR LEG CONNECTION.



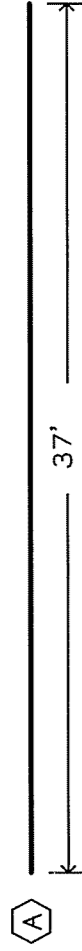
APR 18 2011

William R. Heiden III, KY Professional Engineer # 22430

DOMITAL
WV 087D LAWHORN HOLLOW, KY
V-29 X 300'

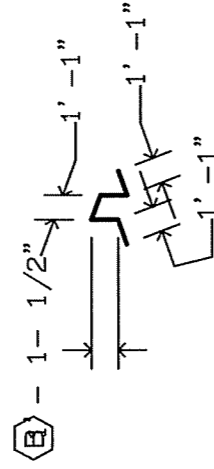
KENTUCKY C. O. A. 1542		APPROVED/ENG. MVC 4/18/2011	
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B	UPDATE TITLE BLOCK		
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DRAWING NO. 236259		ARCHIVE F-1013747	
DRAWING NO. 236259		ENG. FILE NO. A-141950-	
DRAWING NO. 236259		ARCHIVE F-1013747	

valmont
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1-888-880-9191 Salem, OR
STRUCTURES

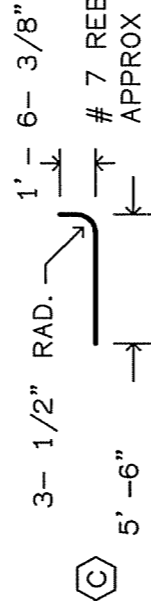


9 REBAR - 220 PIECES REQ. TOTAL
APPROX WT = 125.8# EACH, 27676# TOTAL

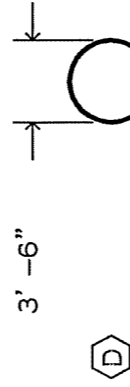
REBAR SUPPORTS MAY CONSIST OF ANY ACCEPTABLE MEANS OF SECURELY SUPPORTING THE TOP REINFORCEMENT GRID ABOVE THE BOTTOM REINFORCEMENT GRID WHILE MAINTAINING A SEPARATION OF 1'-6" (OUTSIDE REBAR TO OUTSIDE REBAR).



6 REBAR - 121 PIECES REQUIRED TOTAL
TYPE 26 STANDEE PLACED BETWEEN REBAR GRIDS ON NOMINAL 4' SPACING THROUGHOUT
APPROX UNBENT LENGTH = 5' - 6- 3/4"
APPROX WT = 8.4# EACH, 1016# TOTAL



7 REBAR - 57 PIECES REQUIRED TOTAL
APPROX UNBENT LENGTH = 6' -10- 7/8"
APPROX WT = 14.1# EACH, 804# TOTAL

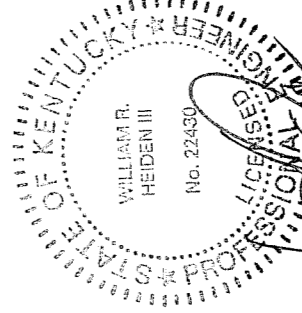


4 REBAR - 18 PIECES REQUIRED TOTAL
APPROX UNBENT LENGTH = 12' - 6- 1/2"
APPROX WT = 8.4# EACH, 151# TOTAL

LAP DIMENSION: 1' - 6- 1/2"
PLACE CIRCULAR TIES SO THAT LAPS ON ADJACENT TIES ARE 180 DEGREES APART.
PLACE ONE TIE AT TOP OF PAD AND TWO TIES AT TOP OF PIER REBAR. EQUALLY SPACE REMAINING TIES ALONG PIER.

REBAR DETAIL

TOTAL APPROX REBAR WEIGHT = 29647#
REINFORCING BAR TO CONFORM TO
ASTM A615 GRADE 60 SPECIFICATIONS.



APR 18 2011

William R. Heiden III, KY Professional Engineer # 22430

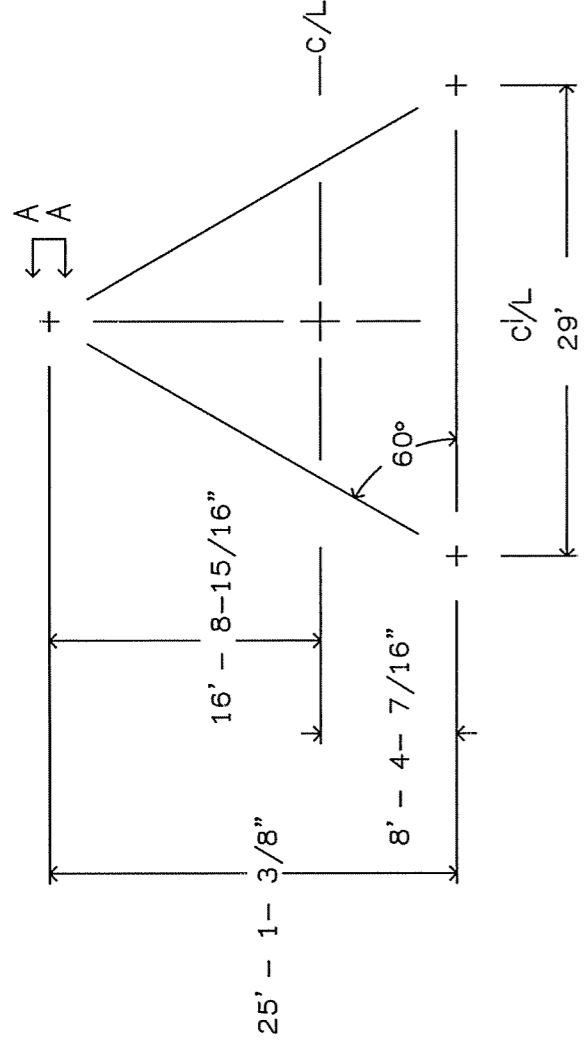
DOMITAL
WV 087D LAWHORN HOLLOW, KY
V-29 X 300'

B	UPDATE TITLE BLOCK	MVC	04/18/2011	KENTUCKY C. O. A. 1542
A	ADDED FOUNDATIONS PER SOIL REPORT	MS	04/18/2011	APPROVED/ENG. MVC 4/18/2011
REV	DESCRIPTION OF REVISIONS	INI	DATE	APPROVED/FOUND. MVC 4/18/2011
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Printed from 236259_08@B.DWG - 04/18/2011 14:56 @ 04/18/2011 15:39				ENG. FILE NO. A-141950-
				ARCHIVE F-1013747
				DRAWING NO. 236259
				PAGE 8 OF 10



TEMPLATE ASSEMBLY P/N 216153 INCLUDES CORNER PLATE P/N 211902, IS REQUIRED FOR INSTALLATION AND MUST BE PLACED AS SHOWN. SEE DRAWING # 211875 FOR TEMPLATE ASSEMBLY DETAILS. SEE PAGE 7 FOR TOWER C/L LOCATION RELATIVE TO THE FOUNDATION LAYOUT. TEMPLATE PLACEMENT +/- 3". EACH LEG MUST BE CENTERED IN PIER WITHIN +/- 10% OF PIER DIAMETER. TEMPLATE MUST BE LEVEL +/- 1 DEGREE. INSTALL TEMPLATE WITH SUFFICIENT SPACE BENEATH (2" MINIMUM) TO PERMIT FINISHING OF CONCRETE AND TO FACILITATE TEMPLATE REMOVAL PRIOR TO TOWER ERECTION.

SEE PAGE 10 FOR BASE SECTION INSTALLATION DETAIL.



TOWER ANCHOR STEEL PLACEMENT - TOP VIEW

REFERENCE ANGLE = 3.30 DEGREES. TEMPLATE MUST BE UTILIZED TO ASSIST IN PROPER PLACEMENT.

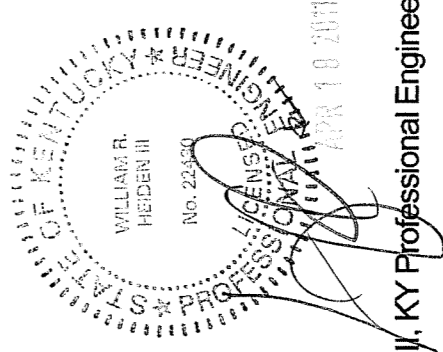


VIEW A - A - ANCHOR BOLT INSTALLATION DETAIL (NOT TO SCALE)

ATTENTION CONTRACTOR INSTALLING THE ANCHOR BOLTS!

1" DIAMETER ANCHOR BOLTS FOR TAPERED TOWER.

VERIFY THE PART NUMBERS AND SIZES FOR ALL COMPONENTS ON THIS PAGE AND PAGE 10. IF THERE ARE ANY DISCREPANCIES, PLEASE NOTIFY PIROD, INC. PRIOR TO INSTALLATION!



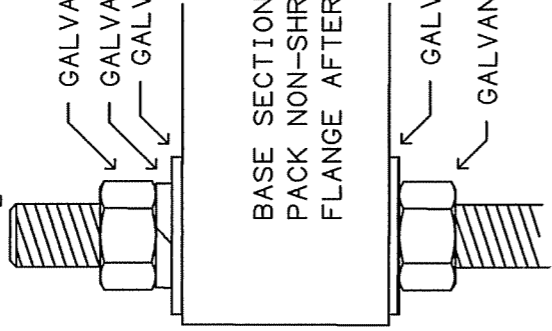
William R. Heiden III, KY Professional Engineer # 22430

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WV 087D LAWHORN HOLLOW, KY
V-29 X 300'

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A	ADDED FOUNDATIONS PER SOIL REPORT	MS	04/18/2011	MVC 4/18/2011	1-877-467-4763 Plymouth, IN 1-888-880-9191 Salem, OR
REV	DESCRIPTION OF REVISIONS	INI	DATE	MVC 4/18/2011	STRUCTURES
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DRAWING NO. 236259					
PAGE 9 OF 10					

ANCHOR BOLT - BENDING, STRAIGHTENING OR REALIGNING (HOT OR COLD) OF THE ANCHOR BOLTS BY ANY METHOD IS PROHIBITED.

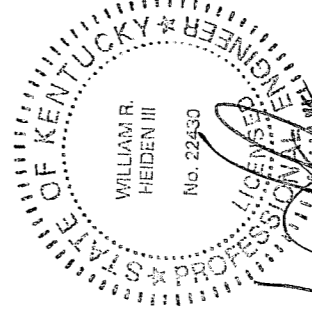
GALVANIZED HEX NUT
 GALVANIZED LOCK WASHER
 GALVANIZED FLAT WASHER



BASE SECTION FLANGE
 PACK NON-SHRINK STRUCTURAL GROUT UNDER
 FLANGE AFTER LEVELING TOWER.

GALVANIZED FLAT WASHER
 GALVANIZED HEX NUT

BASE SECTION INSTALLATION DETAIL



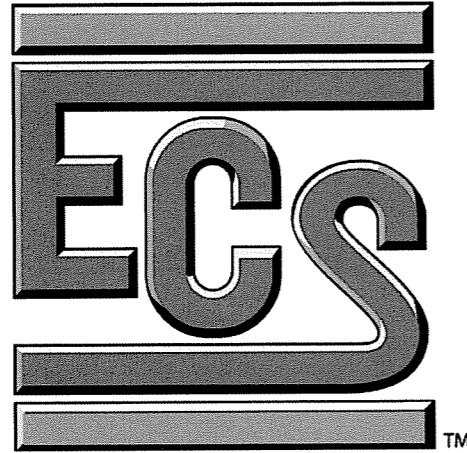
William R. Heiden III, KY Professional Engineer # 22430

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 WV 087D LAWHORN HOLLOW, KY
 V-29 X 300'

B	UPDATE TITLE BLOCK	MVC	04/18/2011	KENTUCKY C. O. A. 1542	
A	ADDED FOUNDATIONS PER SOIL REPORT	MS	04/18/2011	APPROVED/ENG.	MVC 4/18/2011
REV	DESCRIPTION OF REVISIONS	INI	DATE	APPROVED/FOUND.	MVC 4/18/2011
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Printed from 236259_10@B.DWG - 04/18/2011 14:57 @ 04/18/2011 15:39				ENG. FILE NO. A-141950-ARCHIVE	F-1013747
				DRAWING NO.	236259
				PAGE	10 OF 10



Exhibit E



**REPORT OF
SUBSURFACE EXPLORATION AND GEOTECHNICAL ANALYSIS
LAWHORN HOLLOW TOWER
ASHLAND, KENTUCKY**

ECS Project No. 12:5942

For:

**BC Architects Engineers
5659 Columbia Pike, Suite 101
Falls Church, Virginia 22041**

Attn: Mr. Christopher Morin, P.E.

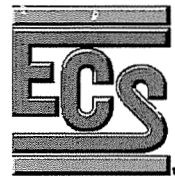
March 11, 2011

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ECS Project No. 12:5942

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March 11, 2011

Mr. Christopher D. Morin, P.E.
BC Architects Engineers, PLC
5659 Columbia Pike, Suite 101
Falls Church, Virginia 22041

ECS Project No. 12:5942

Reference: Report of Subsurface Exploration and Geotechnical Analysis
Lawhorn Hollow Tower
Site No. WV087D
Ashland, Kentucky

Dear Mr. Morin:

ECS Mid-Atlantic, LLC (ECS) is pleased to submit this Report of Subsurface Exploration and Geotechnical Analysis for the above-referenced project. Our services have been provided in accordance with your notice to proceed as stated in an email dated February 16, 2011. This report includes the results of the soil test boring and geotechnical recommendations for this project.

SCOPE OF SERVICES

The conclusions and recommendations contained in this report are based upon the results of our field exploration. Our exploration consisted of a site visit by a geotechnical engineer and three soil test borings drilled to a depth of up to 20 feet below the existing ground surface. The borings were located by ECS personnel in conjunction with survey stakes marking the tower leg locations, as staked by others using conventional surveying methods. The boring locations are shown on the diagram provided in the Appendix of this report.

The recommendations contained herein were developed from our interpretation of the subsurface data obtained from the soil test boring. The boring indicates subsurface conditions at a specific location at the time of the exploration. If, during the course of construction, variations appear evident, the geotechnical engineer should be informed so that the conditions can be addressed.

Design recommendations were developed based on design criteria considered typical for this type of structure and the specific information provided. Should structural loading characteristics differ from those discussed herein, ECS should be contacted for review of these conditions and possible revisions to the recommendations of this report.

PROJECT CHARACTERISTICS

Project information has been provided by Mr. Christopher Morin, P.E. of BC Architects Engineers, PLC which included an email, dated February 1, 2011, giving site details, coordinates, and requirements of the project. The email also included Construction Drawings, prepared by BC Architects Engineers, dated October 29, 2010, which depicts the proposed communication tower's location in reference to existing site features and grades.

Based on the information provided, we understand that the project will consist of the construction of a new, self supported communication tower with a proposed height of 300 feet. The subject site is located in a grassy area located just south of the residence at 2015 West Crance Road in Ashland, Kentucky. As stated previously, the property and tower legs were staked by others, and we cannot attest to the accuracy of this information. At this time, we have not been provided with detailed design parameters. However, we anticipate that design will be controlled by uplift for individual drilled shafts, or overturning for a shallow mat foundation.

EXPLORATION PROCEDURES

Subsurface Exploration Procedures

In order to characterize the general subsurface conditions within the anticipated communication tower footprint, three soil test borings (B-1 through B-3), were performed at the approximated support leg locations. The borings were performed with ATV mounted drilling equipment utilizing continuous-flight, hollow stem augers (HSA) to advance the boring to an approximate depth of between 16.5 feet and 20 feet below existing grade. Drilling fluid was not used in this process.

Representative soil samples were obtained by means of the split-barrel sampling procedure in accordance with ASTM Specification D-1586. In this procedure, a 2-inch O.D., split-barrel sampler is driven into the soil a distance of 18 inches by a 140-pound hammer falling 30 inches. The number of blows required to drive the sampler through a 12-inch interval is termed the Standard Penetration Test (SPT) N-value and is indicated for each sample on the boring log. This value can be used as a qualitative indication of the in-place relative density of cohesionless soils. In a less reliable way, it also indicates the consistency of cohesive soils. This indication is qualitative, since many factors can significantly affect the Standard Penetration resistance value and prevent a direct correlation between drill crews, drill rigs, drilling procedures, and hammer-rod sampler assemblies. Samples were obtained at 2.5-foot intervals in the upper 10 feet of the boring, and at 5-foot intervals thereafter.

After recovery, representative portions of each soil sample were removed from the sampler and sealed in glass jars. The samples were taken to our laboratory in Roanoke, Virginia for visual classification.

Visual Classification

An experienced engineer visually classified each soil sample on the basis of texture and plasticity (ASTM D-2488) and identified each soil sample using the classification group symbols and names as prescribed in the Unified Soil Classification System (USCS) (ASTM D-2487). The group symbols for each soil type are indicated in parentheses following the soil descriptions on the boring log. A brief explanation of the USCS is included with this report. The geologist grouped the various soil types into the major strata noted on the boring log. The stratification lines designating the interfaces between earth materials on the boring log are approximate; in-situ, the transitions may be gradual.

The soil samples will be retained in our laboratory for a period of 60 days, after which, they will be discarded unless other instructions are received as to their disposition.

SITE AND SUBSURFACE CONDITIONS

Site Conditions

The subject site is located in a cleared field on the south side of the property at 2015 West Crance Road, approximately 0.25 miles from the intersection with Kentucky State Route 5, in Boyd County, Kentucky. The leased property slopes upward from east to west and is bordered by tree lines along the east, south and west. The property is an open field to the north. The borings were performed at approximate elevations from 721 feet to 728 feet.

Site Geology

The project site is located in Boyd County, which lies entirely within the Cumberland-Allegheny Plateau physiographic province of Kentucky. Stratigraphy of the region includes primarily horizontally bedded sedimentary rock of the Pennsylvanian Age. The virgin soils encountered in this area are the residual product of in-place weathering of rock which was similar to the rock presently underlying the site. The typical residual soil profile consists of clayey soils near the surface where soil weathering is more advanced, underlain by sandy silts and silty sands that generally become harder with depth to the top of parent bedrock.

The boundary between soil and rock is not sharply defined. A transitional zone termed "weathered rock" is normally found overlying the parent bedrock. Weathered rock is defined, for engineering purposes, as residual material with Standard Penetration resistance on the order of 100 blows per foot. Because weathering is facilitated by fractures, joints, and the presence of less resistant rock types, the profile of the partially weathered rock and hard rock is typically irregular and erratic, even over short distances. Also, it is not unusual to find lenses and boulders of hard rock in zones of weathered rock within the soil mantle, well above the general bedrock level.

Soil Conditions

All three of the borings (B-1 through B-3) were located within the leased area as staked by others. Topsoil depths varied from 6 inches to 8 inches in thickness. Depth of topsoil may vary between boring locations and in unexplored areas.

Below the surficial materials, the subsurface conditions predominantly consisted of residual, moist, tan and gray, lean CLAY (CL), with varying concentrations of fine sand to depths of between 6 feet and 13 feet below the ground surface. SPT N-values in these layers generally ranged from 3 bpf to 22 bpf, with an approximate average value of 8 bpf. Partially weathered rock was encountered below the fine grained soils to auger refusal depths.

Hard rock, which is defined by the depth of auger refusal, was encountered in all of the borings at approximately 16.5 feet and 20 feet below the ground surface, corresponding to elevations between 715 feet and 717 feet. There is the potential that natural hard rock ledges, pinnacles, or boulders could also be encountered at shallow depths in unexplored areas, which could require blasting or use of a pneumatic hoe ram for removal.

Boring logs describing the soil conditions encountered in the soil borings are included in the Appendix of this report.

Groundwater Observations

Groundwater observations were made during soil sampling and upon completion of the drilling operations at the boring location. In auger drilling operations, water is not introduced into the borehole, and the groundwater position can often be determined by observing water flowing into or out of the borehole. Furthermore, visual observations of the soil samples retrieved during the auger drilling exploration can often be used in evaluating the groundwater conditions.

Generally, the soil samples were moist and no groundwater was apparent above the depth of auger refusal in the borings. However, perched or static groundwater could be encountered at the interface between higher and lower permeability soils, such as the residuum/weathered or hard rock zone in unexplored site areas.

ANALYSIS AND RECOMMENDATIONS

Mat Foundation

Our findings indicate that a mat foundation bearing on stiff native soils should be considered to support the tower. Based on the general subsurface conditions indicated by the boring and the project characteristics, the actual uplift forces, the horizontal force and overturning moment will govern the design (depth and size) of the foundation.

A mat foundation bearing in undisturbed residual soils can be designed for a maximum net allowable soil bearing pressure of 1,000 psf, assuming a factor of safety of 3. The net allowable soil bearing pressure refers to that pressure which may be transmitted to the foundation bearing soils in excess of the final minimum surrounding overburden pressure. The mat foundation may be designed using a modulus of subgrade reaction of 100 pounds per cubic inch (pci).

Resistance to lateral loads can be provided by friction between the bottom of the mat foundation and the underlying soils and by passive resistance of soil adjacent to the mat foundation. The passive resistance should only be used in situations where the soil adjacent to the mat will not be eroded or otherwise removed in the future. A coefficient of friction of 0.36 may be used for concrete bearing on approved soils. An ultimate equivalent fluid pressure of 60 psf per foot may be used to calculate passive earth pressures. These values are not factored and the foundation designer should apply the appropriate factor of safety.

Uplift loads can be resisted by the weight of the foundation concrete and the weight of the soil backfill over the foundations. The unit weight of soil can be assumed to be 100 pcf. This unit weight assumes that the soil is compacted to at least 95 percent of its standard Proctor maximum dry density.

Mat Foundation Installation Considerations

The strength properties of the soil that may form the foundation bearing grade will change if exposed to wetting, drying, or freezing. Precipitation and seepage that enters excavations should be promptly removed. Concrete should be placed neat to the excavation sidewalls and preferably on the same day the foundation excavation is completed. If the excavation will be left open overnight, it should be protected against softening by placing a minimum 2-inch thick layer of lean concrete on the bearing grade once a satisfactory bearing condition is achieved.

The final mat foundation bearing elevation should be evaluated by ECS personnel to verify that the bearing soils are capable of supporting the recommended net allowable bearing pressure and suitable for foundation construction. These evaluations should include visual observations, hand rod probing, and dynamic cone penetrometer testing (ASTM STP-399). Any unsuitable soil should be removed from beneath the planned mat foundations. All loosened soil should be hand trimmed and removed prior to concrete placement. Undercut excavations beneath a mat foundation should be backfilled with lean concrete. Backfilling with washed stone is not recommended due to its tendency to collect water.

The sidewalls of the excavations deeper than 4 feet should be stepped back with benches and slopes in accordance with the OSHA Excavation Standard. The soils classify as Type B according to the OSHA trenching and excavation guidelines. Excavation sidewalls that cannot be properly stepped back should be braced against collapse. The design of the bracing system should include lateral earth pressures, hydrostatic pressures, and temporary surcharge loads from construction traffic and materials stockpiled next to the excavation. The design and construction of all excavation bracing is typically the responsibility of the specialty subcontractor selected to install the system.

Equipment Shelters Foundations

Based upon our findings, the equipment shelters may be supported by turned-down monolithic slabs-on-grade with foundation elements bearing either on the undisturbed residual soils or on properly compacted engineered fill. These foundations should be designed for a maximum net allowable soil bearing pressure of 2,000 pounds per square foot (psf).

Shallow foundations should be designed to bear at least 24 inches below the final exterior grades. Slabs-on-grades may be designed using a modulus of subgrade reaction of 100 pounds per cubic inch (pci). A layer (minimum of 4 inches thick) of free draining gravel (such as KDOT No. 57 Stone) may be used to underlie the slabs, and will serve as a leveling pad and provide a capillary break. All slab and foundation subgrades should be evaluated immediately prior to concrete placement by a geotechnical engineer or his representative to verify that the exposed subgrades are capable of satisfactorily supporting the design loads.

Seismic Considerations

The 2006 Edition of the International Building Code (IBC) requires that a Seismic Site Class be assigned for new structures. The seismic Site Class may be determined by calculating a weighted average of the N-values of subsurface materials to a depth of 100 feet. For the determination, the N-values recorded in the borings are used for overburden soil, and then, typically, all materials below the depth that WR or hard rock is encountered (to a depth of 100 feet) are assigned an N-value of 100.

For this report, the Site Class was determined using the N-value method. Rock was encountered in the borings at an average depth of 18 feet below existing grade. Based on this data, data obtained within the overburden soils, and our experience in the area, we have estimated an average depth to rock of approximately 15 to 20 feet across the subject construction site. With this information, a weighted average N-value in excess of 50 bpf was calculated, indicating a Site Class C.

Although the N-value method can be relatively conservative, we do not anticipate the Site Class could be improved through the use of alternate methods on this site due to the conditions encountered in the borings.

Subgrade Preparation and Earthwork Operations

The near-surface clays at the site are moisture-sensitive; accordingly they will be difficult to adequately compact and will be subject to excessive deflection under wheel loads when they are wet. In order to reduce the potential for moisture-related soil problems, we recommend that site grading operations be performed during the typically drier months of the year (May through October). If this is not possible, undercutting of these soils could be required to achieve stable subgrade conditions.

Prior to proceeding with the construction of the equipment shelters, all topsoil and rootmat should be stripped from the proposed construction limits. Stripping should be accomplished a minimum distance of 5 feet outside of the construction limits.

After stripping to the desired grade and prior to fill placement or foundation construction, the stripped surface should be observed by an experienced geotechnical engineer or his authorized representative. Proofrolling using a 7-ton drum roller or a loaded, tandem-axle dump truck having an axle weight of at least 7 tons should be used at this time to aid in identifying localized soft or unsuitable material. Any soft or unsuitable materials encountered during this proofrolling should be removed and replaced with engineered fill. The excavation and backfilling should be

observed by a representative of the geotechnical engineer so that excessive or inadequate removal of material can be avoided.

Following stripping, proofrolling, and subgrade preparation procedures, engineered fill can be placed. Fill used to support shallow foundations should be placed in lifts not exceeding 8 inches in loose thickness, moisture conditioned to within +/- 3% of the optimum moisture content, and compacted to at least 95% of the maximum dry density obtained in accordance with ASTM Specification D-698, Standard Proctor Method.

Field density testing of subgrades and each lift of fill should be performed at a rate of no less than one test per 2,500 square feet in the foundation area.

The following fill types are recommended for use on this project:

Engineered Fill: All on-site soils which are free of organics and other deleterious, non-soil materials. If off-site borrow is required, imported material should classify as CL, ML, SM, SC, SP, or better. Suitable imported material should have a maximum Liquid Limit of 50 and maximum Plasticity Index of 25. Maximum aggregate size for all materials should be limited to 4 inches. It is noted that some of the unexplored on-site soils may be above optimum moisture, with some materials requiring significant drying to facilitate compaction.

Porous Fill: Clean crushed gravel (KDOT No. 57 Stone) with a maximum aggregate size of 1.5 inches placed in a minimum 4-inch-thick layer or Aggregate Base Material placed and compacted in a minimum 6-inch-thick layer.

Aggregate Base: KDOT Dense Graded Aggregate.

Construction Considerations

Exposure to the environment may weaken the soils at the foundation bearing level if the excavations remain open for too long a time. Therefore, foundation concrete should be placed the same day that excavations are made. If the bearing soils are softened by surface water intrusion or exposure, the softened soils must be removed from the foundation excavation bottom immediately prior to placement of concrete. If the excavation must remain open overnight, or if rainfall becomes imminent while the bearing soils are exposed, we recommend that a 1- to 3-inch-thick "mud mat" or "lean" concrete be placed on the bearing soils before the placement of reinforcing steel.

In a dry and undisturbed state, the subgrade soils at the site will provide moderate subgrade support for fill placement and construction operations. However, when wet, these soils will degrade quickly with disturbance from contractor operations. Therefore, good site drainage

should be maintained during earthwork operations so as to help maintain the stability of the soils. It should be incumbent on the contractor to protect all subgrades from damage due to construction, or to repair all damaged subgrades.

It is considered essential that any existing fills be evaluated at the time of construction to assure they are suitable. Where observed to be unstable, they should be undercut from below the foundation area at the direction of the geotechnical engineer.

Qualifications of Report

The purpose of this report is to provide information regarding the subsurface conditions at the above-referenced site. It should be used to aid in the evaluation of the overall suitability of the site for the proposed construction.

The information obtained during our exploration is site-specific and is not valid for other sites or types of structures. In addition, the boring was performed at, or near, what we understand to be the proposed tower foundation area. If the tower location changes from that depicted herein, ECS should be contacted to determine if additional field exploration is necessary prior to finalization of the foundation design.

CLOSING

The recommendations contained herein were developed from the data obtained in the soil test boring, which indicates subsurface conditions at a specific location at the time of exploration. Soil conditions may vary across the proposed construction limits from those encountered in the boring. If, during the course of construction, variations appear evident, the geotechnical engineer should be informed so that the conditions can be addressed. Design recommendations were developed based on the information provided and on construction design criteria considered typical for this type of structure. Should structural loading characteristics differ from those discussed herein, ECS should be contacted for review of these conditions and possible revisions to the recommendations of this report.

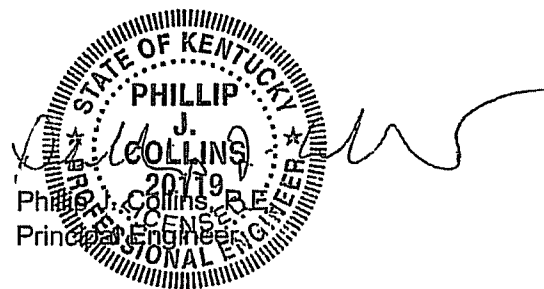
We have appreciated the opportunity to be of service to you. If you have any questions with regard to the information and recommendations contained in this report, or if we can be of further assistance to you during construction, please do not hesitate to contact us.

Respectfully,

ECS MID-ATLANTIC, LLC



Troy M. Williams, P.E.
Project Engineer



APPENDIX

Site Location Map (Figure 1)

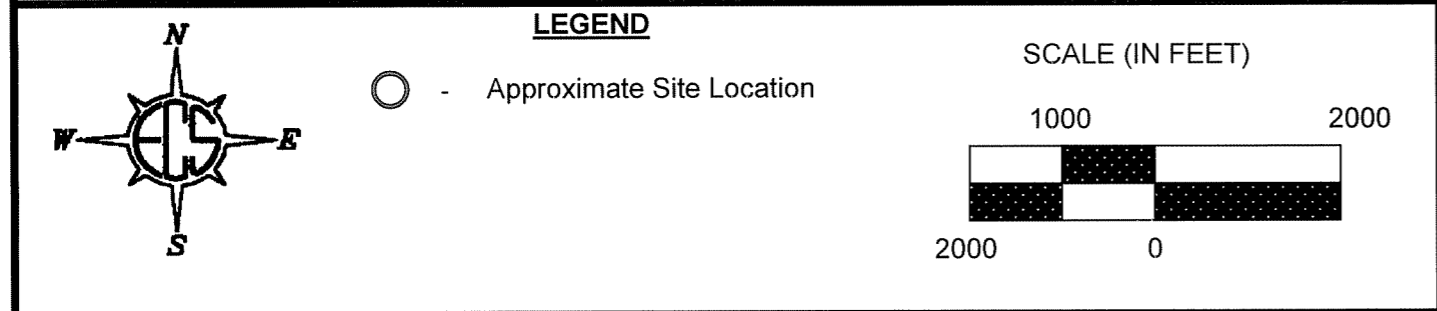
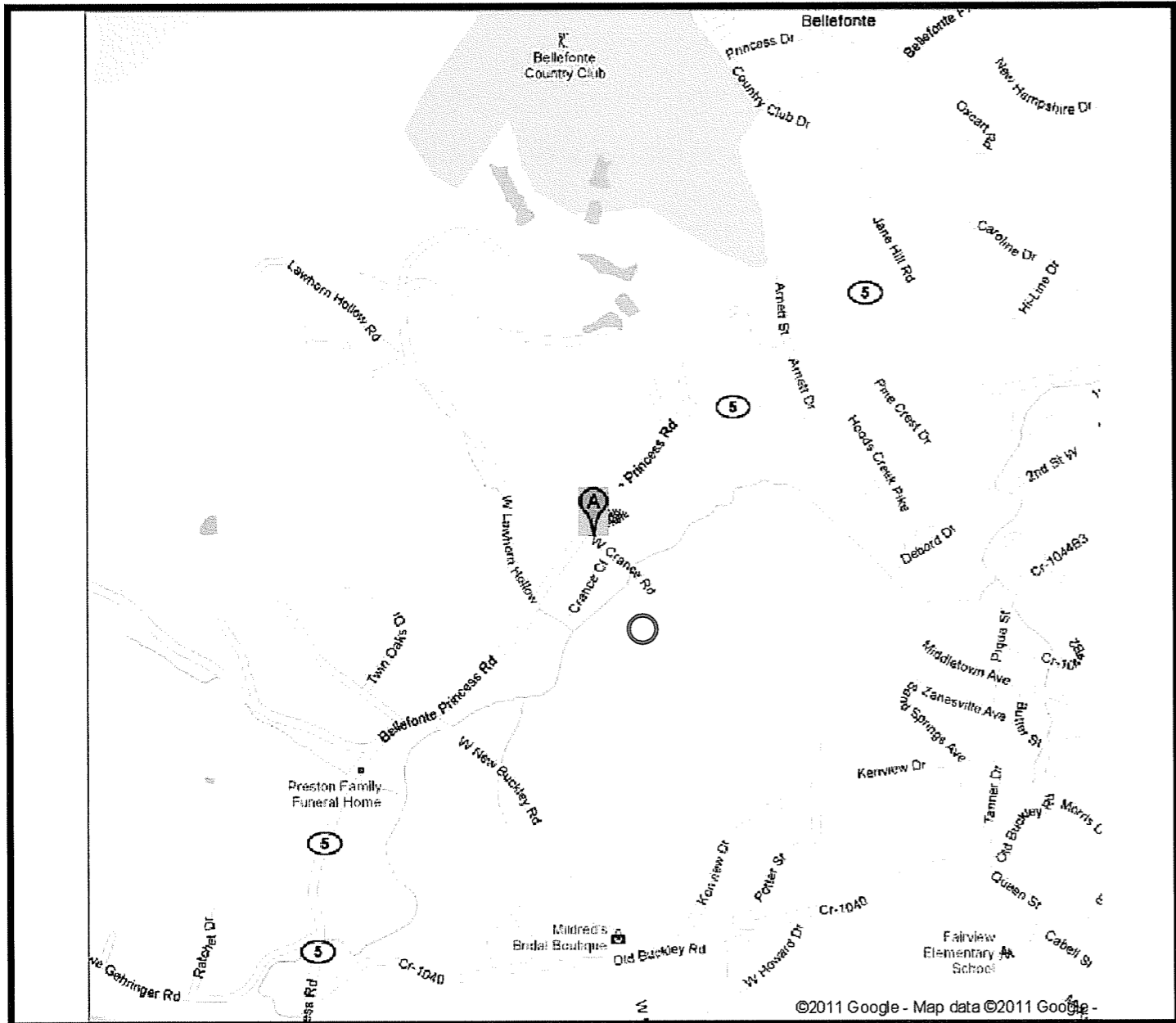
Boring Location Diagram (Figure 2)

Unified Soil Classification System (USCS)

Reference Notes for Boring Logs

Boring Logs B-1 to B-3

Summary of Laboratory Testing



SOURCE:
 GOOGLE MAPS
 ASHLAND, KENTUCKY
 DATED 2011

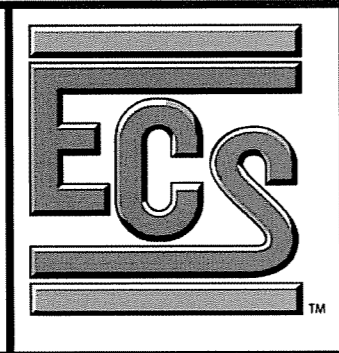
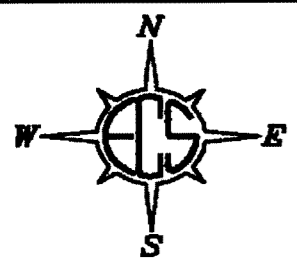
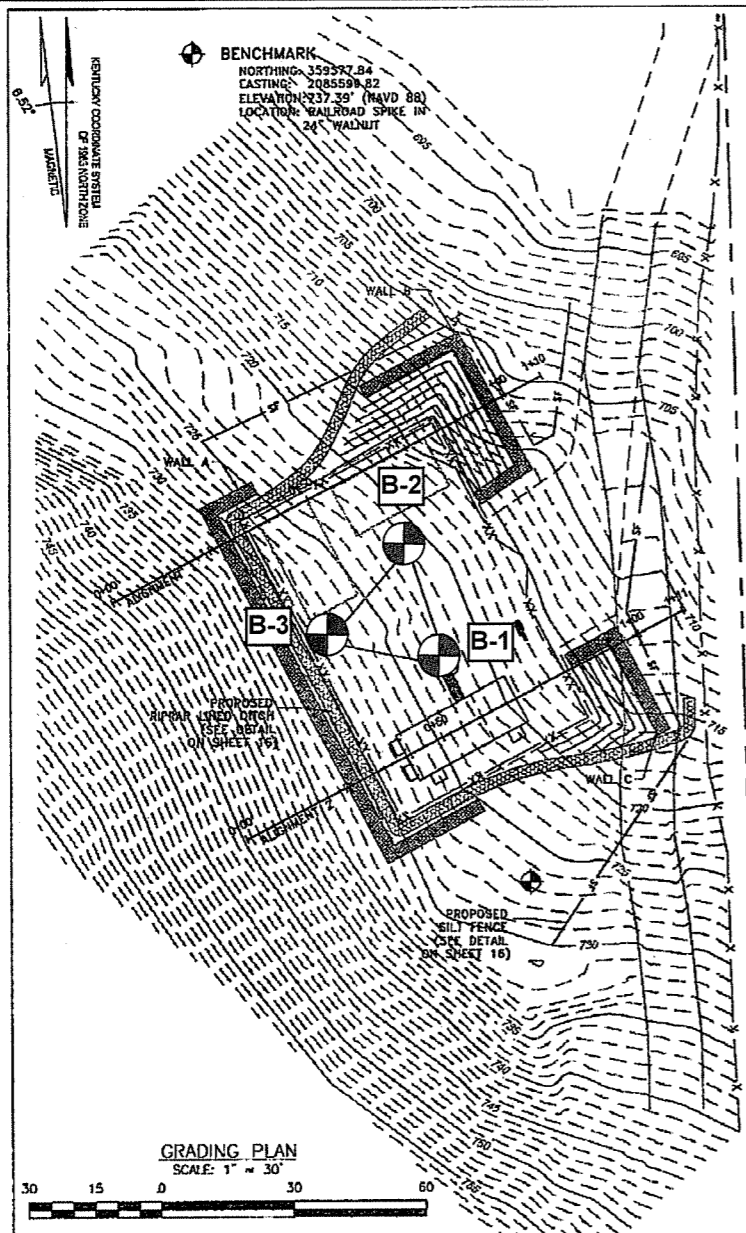



FIGURE 1
 SITE LOCATION MAP
 LAWHORN HOLLOW TOWER
 2015 WEST CRANCE ROAD
 ASHLAND, KENTUCKY
 ECS PROJECT NO. 5942



LEGEND
 - Approximate Boring Location

SCALE:
 NOT TO SCALE

SOURCE:
 RPM ENGINEERS
 DATED:
 10/29/2010

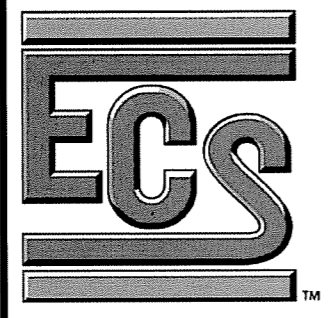
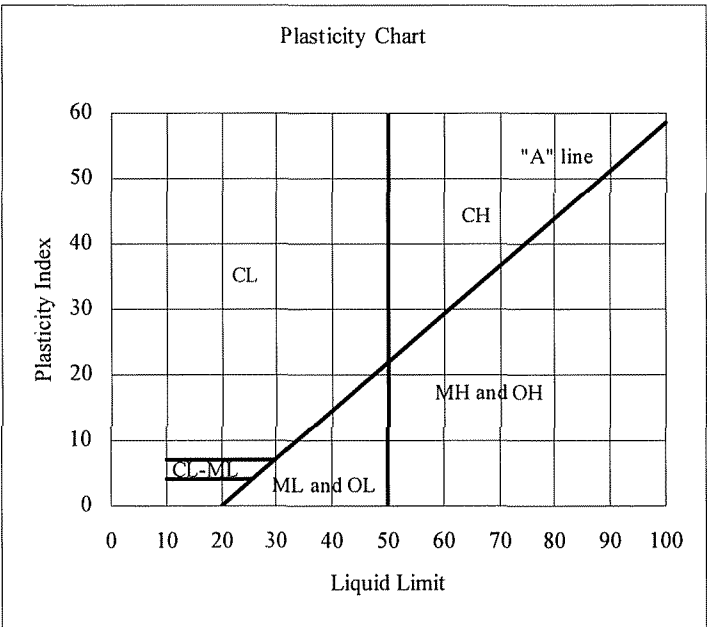


FIGURE 2
 BORING LOCATION DIAGRAM
 LAWHORN HOLLOW TOWER
 2015 WEST CRANCE ROAD
 ASHLAND, KENTUCKY
 ECS PROJECT NO. 5942

UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487)

Major Divisions		Group Symbols	Typical Names	Laboratory Classification Criteria			
Coarse-grained soils (More than half of material is larger than No. 200 Sieve size)	Gravels (More than half of coarse fraction is larger than No. 4 sieve size)	Clean gravels (Little or no fines)	GW	Well-graded gravels, gravel-sand mixtures, little or no fines	$C_u = D_{60}/D_{10}$ greater than 4 $C_c = (D_{30})^2/(D_{10} \times D_{60})$ between 1 and 3		
			GP	Poorly graded gravels, gravel-sand mixtures, little or no fines		Not meeting all gradation requirements for GW	
		Gravels with fines (Appreciable amount of fines)	GM ^a	d		Silty gravels, gravel-sand mixtures	Atterberg limits below "A" line or P.I. less than 4 Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols
				u			
		GC	Clayey gravels, gravel-sand-clay mixtures	Atterberg limits below "A" line or P.I. less than 7			
	Sands (More than half of coarse fraction is smaller than No. 4 sieve size)	Clean sands (Little or no fines)	SW	Well-graded sands, gravelly sands, little or no fines	$C_u = D_{60}/D_{10}$ greater than 6 $C_c = (D_{30})^2/(D_{10} \times D_{60})$ between 1 and 3		
			SP	Poorly graded sands, gravelly sands, little or no fines		Not meeting all gradation requirements for SW	
		Sands with fines (Appreciable amount of fines)	SM ^a	d		Silty sands, sand-silt mixtures	Atterberg limits above "A" line or P.I. less than 4 Limits plotting in CL-ML zone with P.I. between 4 and 7 are borderline cases requiring use of dual symbols
				u			
		SC	Clayey sands, sand-clay mixtures	Atterberg limits above "A" line with P.I. greater than 7			
Fine-grained soils (More than half material is smaller than No. 200 Sieve)	Silts and clays (Liquid limit less than 50)	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands, or clayey silts with slight plasticity				
		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays				
		OL	Organic silts and organic silty clays of low plasticity				
	Silts and clays (Liquid limit greater than 50)	MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts				
		CH	Inorganic clays of high plasticity, fat clays				
		OH	Organic clays of medium to high plasticity, organic silts				
	Highly Organic soils	Pt	Peat and other highly organic soils				

Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows:
 Less than 5 percent GW, GP, SW, SP
 More than 12 percent GM, GC, SM, SC
 Borderline cases requiring dual symbols^b



^a Division of GM and SM groups into subdivisions of d and u are for roads and airfields only. Subdivision is based on Atterberg limits; suffix d used when L.L. is 28 or less and the P.I. is 6 or less; the suffix u used when L.L. is greater than 28.
^b Borderline classifications, used for soils possessing characteristics of two groups, are designated by combinations of group symbols. For example, GW-GC, well-graded gravel-sand mixture with clay binder. (From Table 2.16 - Winterkorn and Fang, 1975)

REFERENCE NOTES FOR BORING LOGS

I. Drilling Sampling Symbols

SS	Split Spoon Sampler	ST	Shelby Tube Sampler
RC	Rock Core, NX, BX, AX	PM	Pressuremeter
DC	Dutch Cone Penetrometer	RD	Rock Bit Drilling
BS	Bulk Sample of Cuttings	PA	Power Auger (no sample)
HSA	Hollow Stem Auger	WS	Wash sample
REC	Rock Sample Recovery %	RQD	Rock Quality Designation %

II. Correlation of Penetration Resistances to Soil Properties

Standard Penetration (blows/ft) refers to the blows per foot of a 140 lb. hammer falling 30 inches on a 2-inch OD split-spoon sampler, as specified in ASTM D 1586. The blow count is commonly referred to as the N-value.

A. Non-Cohesive Soils (Silt, Sand, Gravel and Combinations)

<i>Density</i>		<i>Relative Properties</i>	
Under 4 blows/ft	Very Loose	Adjective Form	12% to 49%
5 to 10 blows/ft	Loose	With	5% to 12%
11 to 30 blows/ft	Medium Dense		
31 to 50 blows/ft	Dense		
Over 51 blows/ft	Very Dense		

<i>Particle Size Identification</i>		
Boulders		8 inches or larger
Cobbles		3 to 8 inches
Gravel	Coarse	1 to 3 inches
	Medium	½ to 1 inch
	Fine	¼ to ½ inch
Sand	Coarse	2.00 mm to ¼ inch (dia. of lead pencil)
	Medium	0.42 to 2.00 mm (dia. of broom straw)
	Fine	0.074 to 0.42 mm (dia. of human hair)
Silt and Clay		0.0 to 0.074 mm (particles cannot be seen)

B. Cohesive Soils (Clay, Silt, and Combinations)

<i>Blows/ft</i>	<i>Consistency</i>	<i>Unconfined Comp. Strength Q_p (tsf)</i>	<i>Degree of Plasticity</i>	<i>Plasticity Index</i>
Under 2	Very Soft	Under 0.25	None to slight	0 – 4
3 to 4	Soft	0.25-0.49	Slight	5 – 7
5 to 8	Medium Stiff	0.50-0.99	Medium	8 – 22
9 to 15	Stiff	1.00-1.99	High to Very High	Over 22
16 to 30	Very Stiff	2.00-3.00		
31 to 50	Hard	4.00-8.00		
Over 51	Very Hard	Over 8.00		

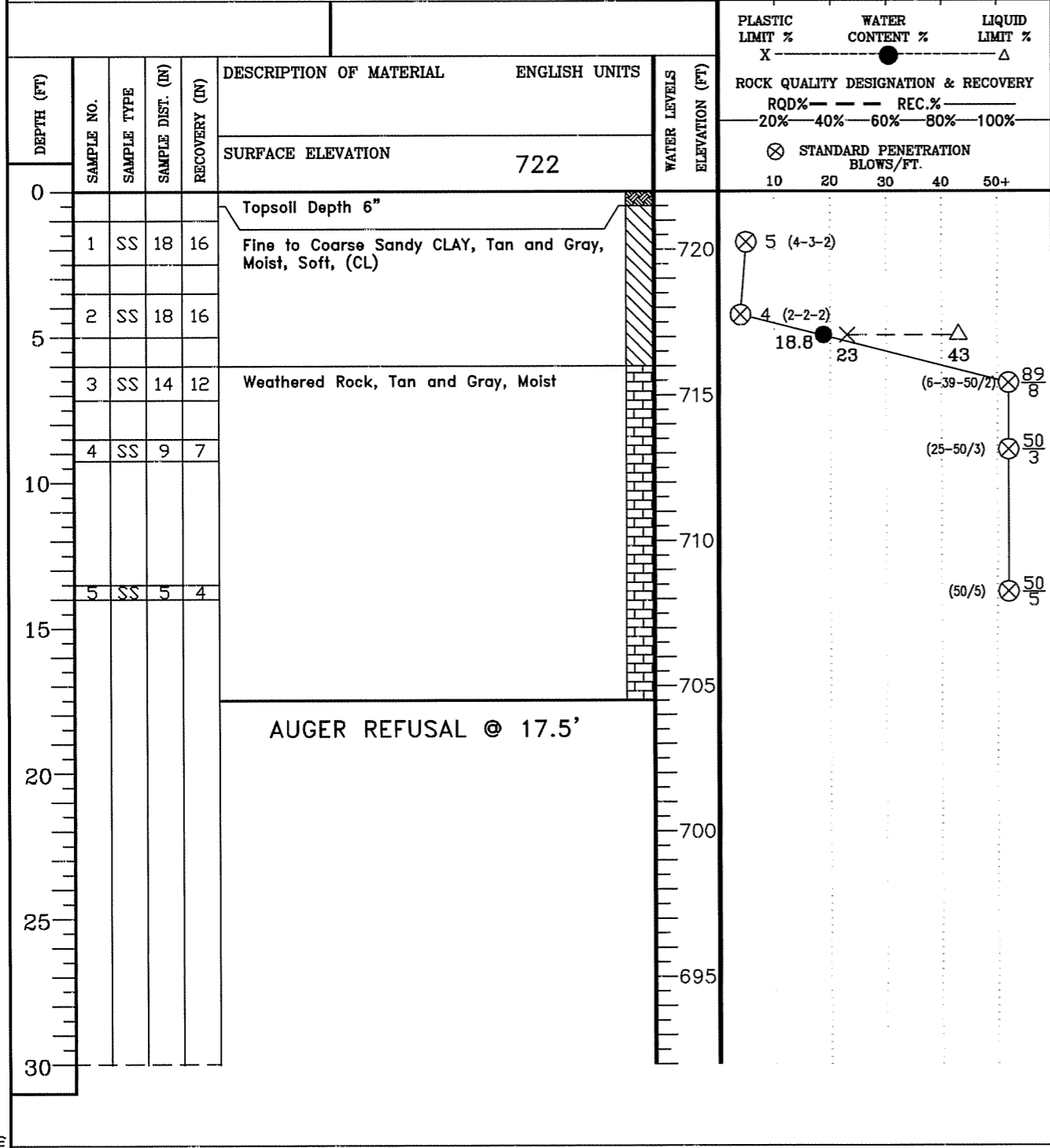
III. Water Level Measurement Symbols

WL	Water Level	BCR	Before Casing Removal	DCI	Dry Cave-In
WS	While Sampling	ACR	After Casing Removal	WCI	Wet Cave-In
WD	While Drilling	▽	Est. Groundwater Level	▽	Est. Seasonal High GWT

The water levels are those levels actually measured in the borehole at the times indicated by the symbol. The measurements are relatively reliable when augering, without adding fluids, in a granular soil. In clay and plastic silts, the accurate determination of water levels may require several days for the water level to stabilize. In such cases, additional methods of measurement are generally applied.

CLIENT BC Architects Engineers, PLC	JOB # 5942	BORING # B-1	SHEET 1 OF 1	
PROJECT NAME Lawhorn Hollow Tower	ARCHITECT-ENGINEER			

SITE LOCATION
2015 West Crance Road, Ashland, KY 41101

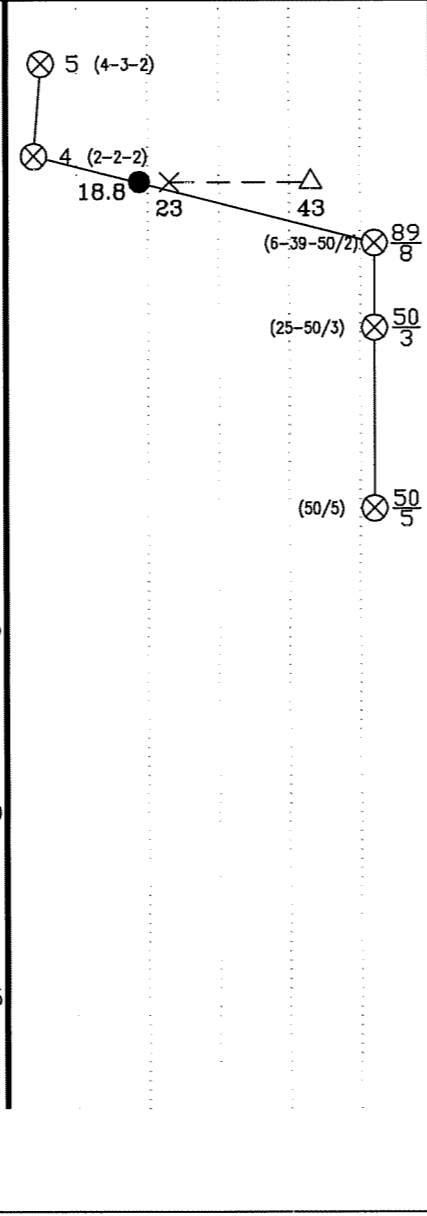


○ CALIBRATED PENETROMETER
TONS/FT. ²
1 2 3 4 5+

PLASTIC LIMIT % WATER CONTENT % LIQUID LIMIT %
X ----- ● ----- Δ

ROCK QUALITY DESIGNATION & RECOVERY
RQD% --- REC.% ---
20% 40% 60% 80% 100%

⊗ STANDARD PENETRATION
BLOWS/FT.
10 20 30 40 50+



THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL

▽ WL DRY	OR WD	BORING STARTED 03/01/11	DRILLER: Blue Ridge Drilling, Inc.
▽ WL(BCR)	▽ WL(ACR)	BORING COMPLETED 03/01/11	CAVE IN DEPTH ● 10.4'
▽ WL		RIG CME550X FOREMAN J. Jones	DRILLING METHOD HSA

JAC (03-10-11) JAG (03-11-11)

Williams

CLIENT BC Architects Engineers, PLC	JOB # 5942	BORING # B-2	SHEET 1 OF 1
PROJECT NAME Lawhorn Hollow Tower		ARCHITECT-ENGINEER	



SITE LOCATION
2015 West Crance Road, Ashland, KY 41101

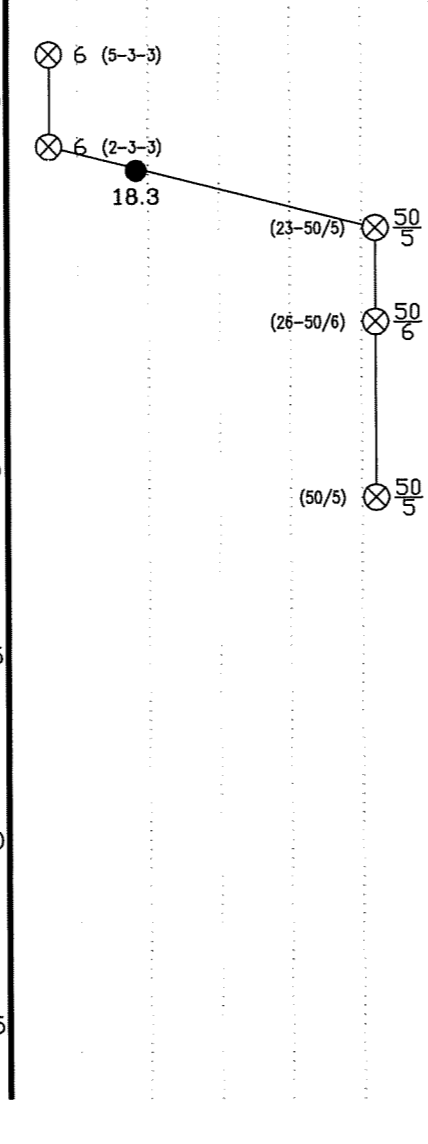
○ CALIBRATED PENETROMETER
TONS/FT. ²
1 2 3 4 5+

PLASTIC LIMIT % WATER CONTENT % LIQUID LIMIT %
X ----- ● ----- Δ

ROCK QUALITY DESIGNATION & RECOVERY
RQD% --- REC.%
20% --- 40% --- 60% --- 80% --- 100%

⊗ STANDARD PENETRATION
BLOWS/FT.
10 20 30 40 50+

DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS ELEVATION (FT)
0					SURFACE ELEVATION 723		
0					Topsoll Depth 6"		
1	1	SS	18	14	Fine to Coarse Sandy CLAY, Tan and Gray, Moist, Medium Stiff, (CL)		720
2	2	SS	18	14			
3	3	SS	11	8	Weathered Rock, Tan and Gray, Moist		715
4	4	SS	12	12			
5	5	SS	5	5			710
16.5	AUGER REFUSAL @ 16.5'						705
20							700
25							695
30							



THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL

▽ WL DRY	OR WD	BORING STARTED 03/01/11	DRILLER: Blue Ridge Drilling, Inc.
▽ WL(BCR)	▽ WL(ACR)	BORING COMPLETED 03/01/11	CAVE IN DEPTH ● 8.2'
▽ WL		RIG CME550X FOREMAN J. Jones	DRILLING METHOD HSA

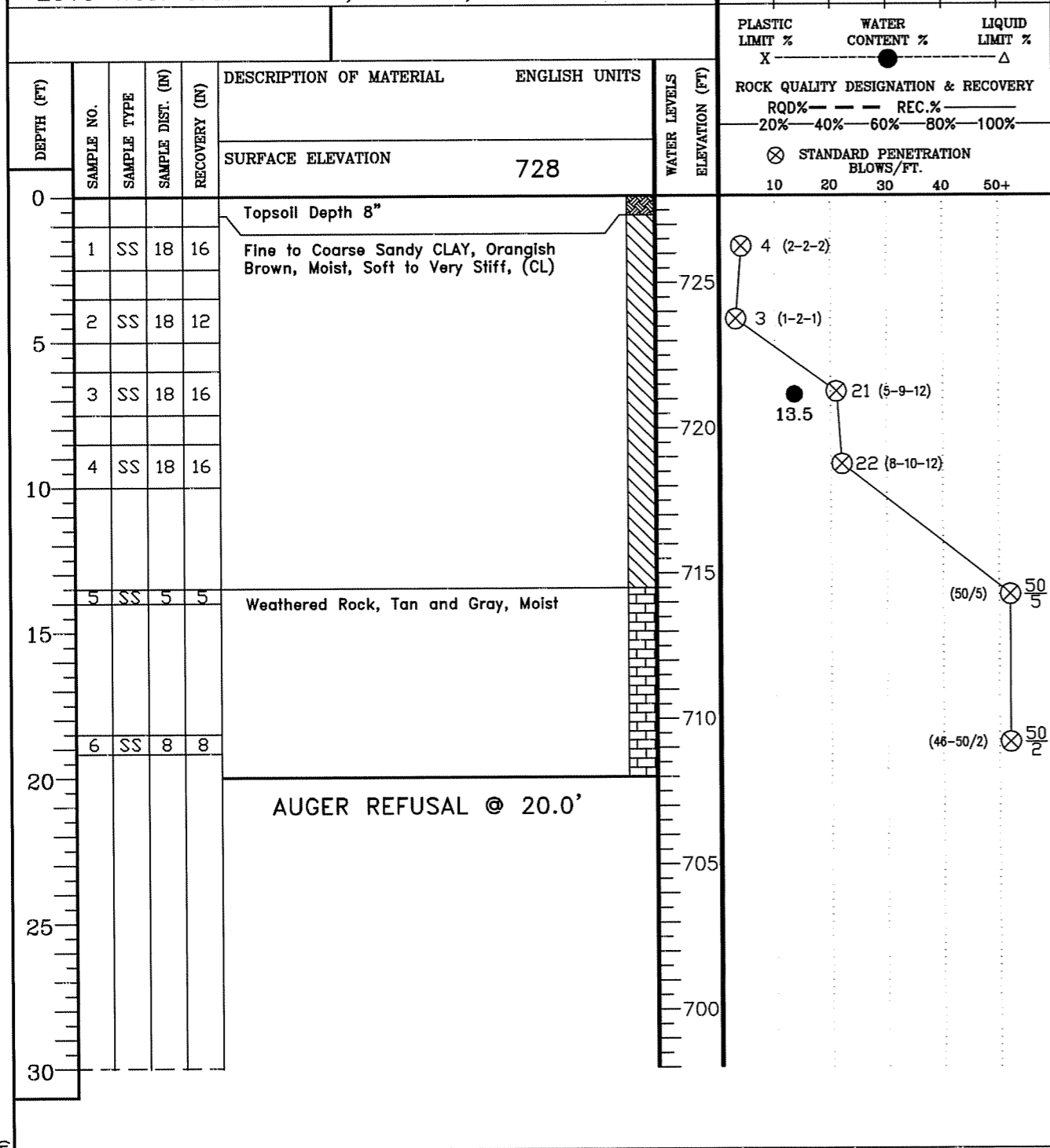
JAG (03-10-11) JAG (03-11-11)

(03/03/2011) Wilkens

CLIENT BC Architects Engineers, PLC	JOB # 5942	BORING # B-3	SHEET 1 OF 1
PROJECT NAME Lawhorn Hollow Tower	ARCHITECT-ENGINEER		



SITE LOCATION
2015 West Crance Road, Ashland, KY 41101

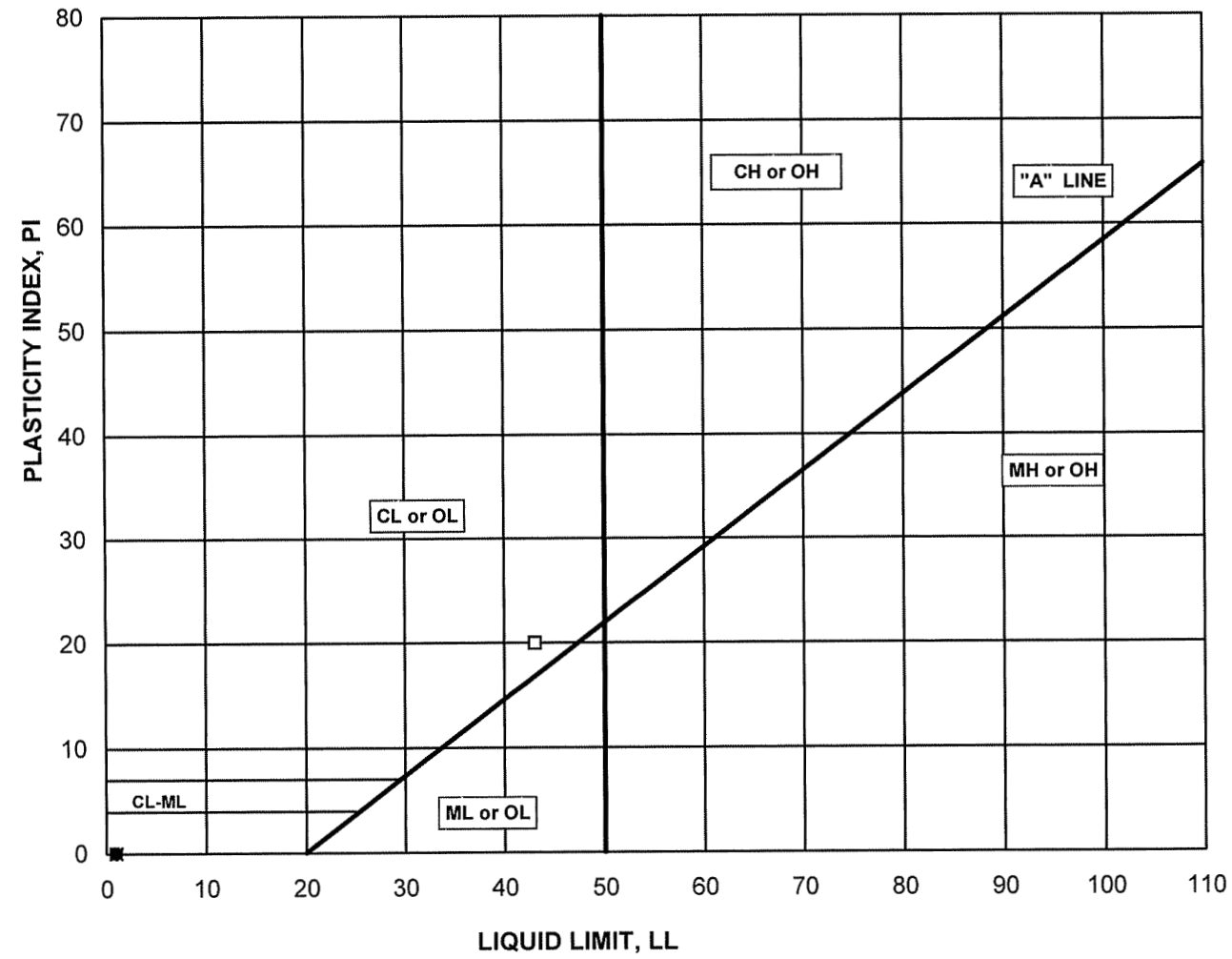


CALIBRATED PENETROMETER TONS/FT.²		
1	2	3 4 5+
PLASTIC LIMIT %	WATER CONTENT %	LIQUID LIMIT %
X	●	Δ
ROCK QUALITY DESIGNATION & RECOVERY		
RQD% --- REC.%		
20%	40%	60% 80% 100%
STANDARD PENETRATION BLOWS/FT.		
10	20	30 40 50+

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL			
WATER LEVEL DRY	OR WD	BORING STARTED 03/01/11	DRILLER: Blue Ridge Drilling, Inc.
WATER LEVEL (BCR)	WATER LEVEL (ACR)	BORING COMPLETED 03/01/11	CAVE IN DEPTH @ 10.1'
WATER LEVEL		RIG CME550X FOREMAN J. Jones	DRILLING METHOD HSA

JAG (03-10-11) JAG (03-11-11)

TWI/kms (03/03/2011)



BORING/ SAMPLE No.	DEPTH (feet)	TEST SYMBOL	DESCRIPTION	WATER CONTENT (%)	LL	PL	PI
B-1 / S2	3.5-5	□	Tan and Gray Sandy LEAN CLAY	18.8	43	23	20
/		■			-	-	-
/		△			-	-	-
/		▲			-	-	-
/		X			-	-	-
/		○			-	-	-
/		●			-	-	-
/		◇			-	-	-
/		◆			-	-	-
/		+			-	-	-
/		X			-	-	-

Project: Lawhorn Hollow Tower	ECS - Mid-Atlantic, LLC
Project No.: 5942	Roanoke, Virginia
Date: Mar 11, 2011	Plasticity Chart

Exhibit F

Competing Utilities, Corporations or Persons

American Towers

Crown Communication

SBA Towers

Verizon

Sprint / Nextel

T-Mobile

Bluegrass Cellular

Shared Sites

Cricket

Pegasus Towers

Mobilitie

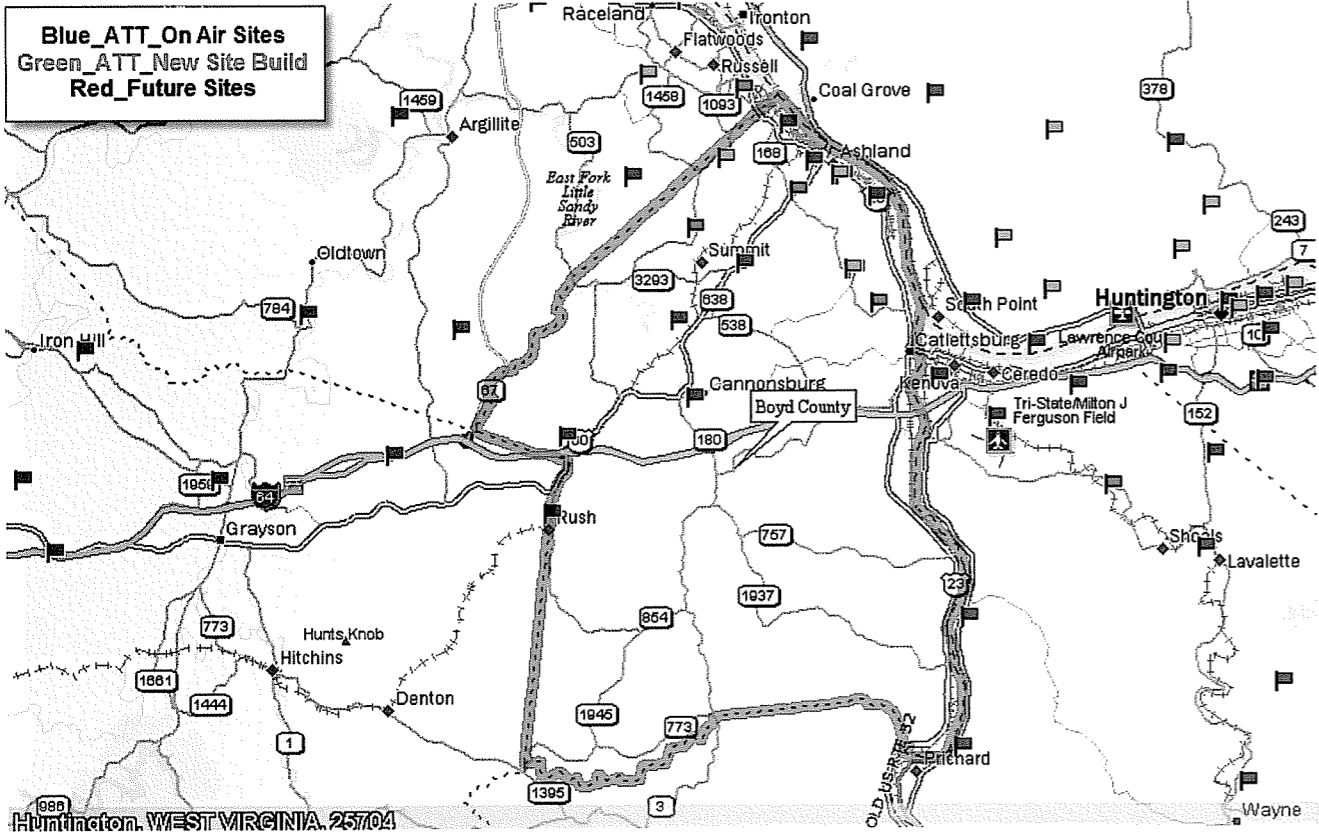
Tower Access Group, LLC

TowerCo

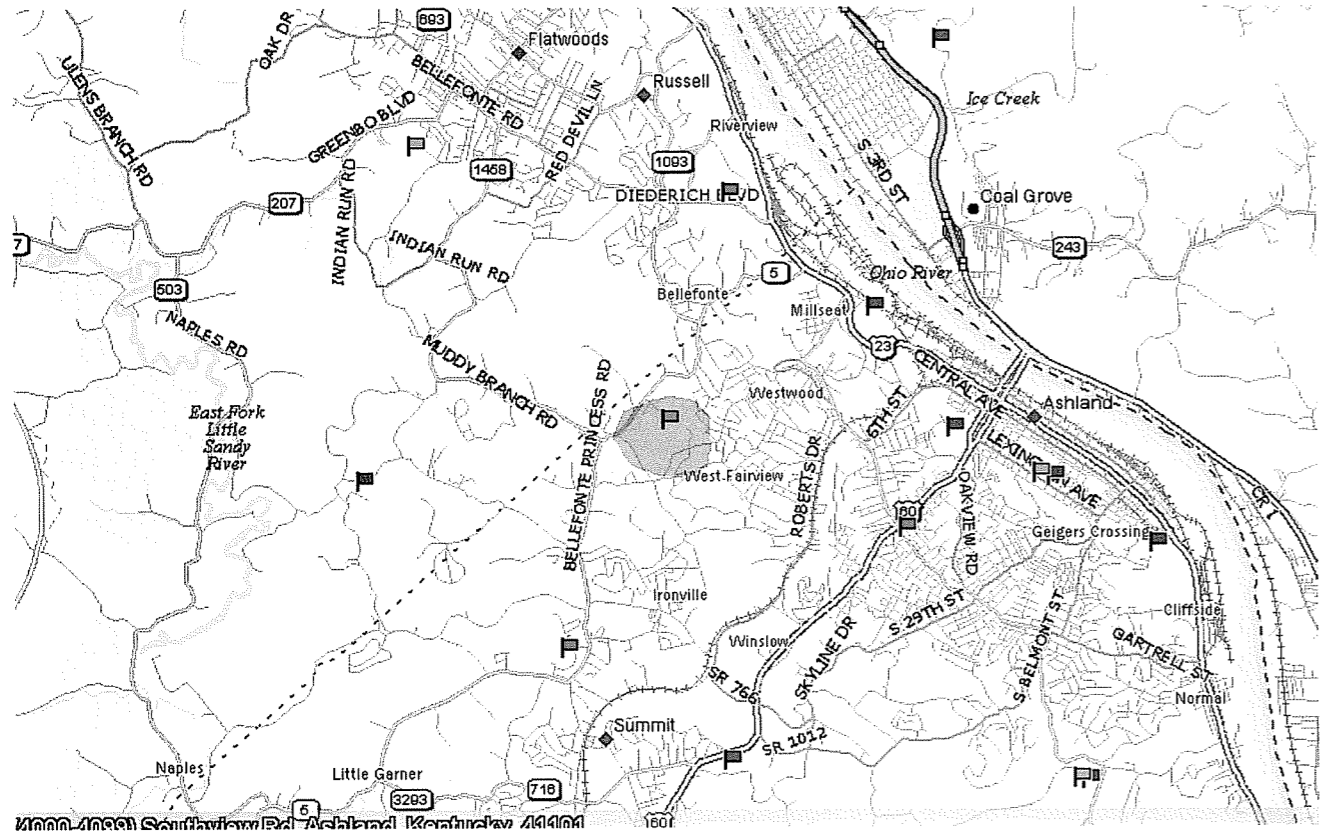
Global Tower Group

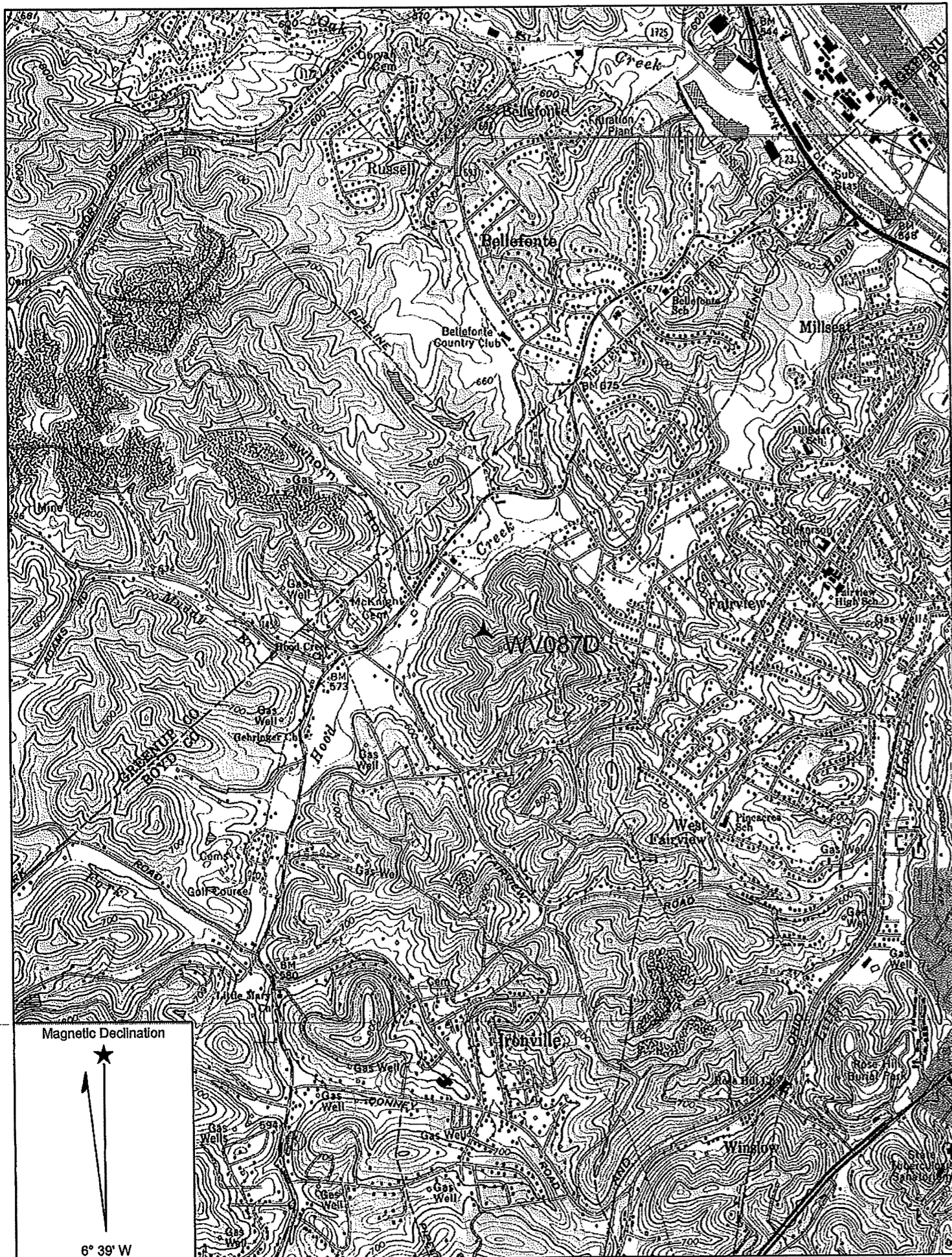
Appalachian Wireless

Blue_ATT_On Air Sites
Green_ATT_New Site Build
Red_Future Sites



Huntington, WEST VIRGINIA, 2/5/04





Magnetic Declination

6° 39' W

The diagram shows a vertical line with a star at the top. An arrow points from the star to the left, indicating the direction of magnetic declination. The text '6° 39' W' is positioned below the diagram.

Exhibit G



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

Aeronautical Study No.
 2010-ASO-5965-OE
 Prior Study No.
 2010-ASO-5966-OE

Issued Date: 12/08/2010

John Monday
 AT&T Mobility
 5601 Legacy Drive
 MS:A-3
 Plano, TX 75024

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

The Federal Aviation Administration has conducted 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: Antenna Tower WV087
 Location: Ashland, KY
 Latitude: 38-28-38.10N NAD 83
 Longitude: 82-41-41.80W
 Heights: 304 feet above ground level (AGL)
 1029 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 Change 2, Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12.

It is required that 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)

This determination expires on 06/08/2012 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 E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO

WV087



KENTUCKY AIRPORT ZONING COMMISSION

STEVEN BESHEAR
Governor

90 Airport Road, Bldg 400
Frankfort, KY 40601
www.transportation.ky.gov/aviation
502 564-4480

July 20, 2011

APPROVAL OF APPLICATION

APPLICANT:

New Cingular Wireless PCS - AT&T
New Cingular Wireless PCS - AT&T
4801 Cox Road|Suite 300
Glen Allen, VA 23060

SUBJECT: AS-010-DWU-2011-055

STRUCTURE: Antenna Tower
LOCATION: Ashland, KY
COORDINATES: 38° 28' 38.10" N / 82° 41' 41.80" W
HEIGHT: 304' AGL/1028.3' AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct 304' AGL/ 1028.3' AMSL Antenna Tower near Ashland, KY 38° 28' 38.10" N / 82° 41' 41.80" W.

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

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

Medium Dual Obstruction Lighting is required in accordance with 602 KAR 50:100.

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

John Houlihan
Administrator



An Equal Opportunity Employer M/F/D

Exhibit H

ULS License

PCS Broadband License - KNLF235 - New Cingular Wireless PCS, LLC

PA This license has pending applications: 0004816861

Call Sign	KNLF235	Radio Service	CW - PCS Broadband
Status	Active	Auth Type	Regular

Market

Market	MTA018 - Cincinnati-Dayton	Channel Block	A
Submarket	15	Associated Frequencies (MHz)	001850.00000000-001865.00000000 001930.00000000-001945.00000000

Dates

Grant	07/18/2005	Expiration	06/23/2015
Effective	11/12/2010	Cancellation	

Buildout Deadlines

1st	06/23/2000	2nd	06/23/2005
-----	------------	-----	------------

Notification Dates

1st	07/03/2000	2nd	05/16/2005
-----	------------	-----	------------

Licensee

FRN	0003291192	Type	Limited Liability Company
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Licensee

New Cingular Wireless PCS, LLC 5601 LEGACY DRIVE, MS: A-3 PLANO, TX 75024 ATTN FCC GROUP	P:(469)229-7471 F:(469)229-7297 E:LG5201@ATT.COM
---	--

Contact

AT&T Mobility LLC Michael P Goggin 1120 20th Street, NW, Suite 1000 Washington, DC 20036 ATTN Michael P. Goggin	P:(202)457-2055 F:(202)457-3074 E:MG7268@att.com
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Ownership and Qualifications

Radio Service Type	Mobile
Regulatory Status	Common Carrier Interconnected Yes

Alien Ownership

The Applicant answered "No" to each of the Alien Ownership questions.

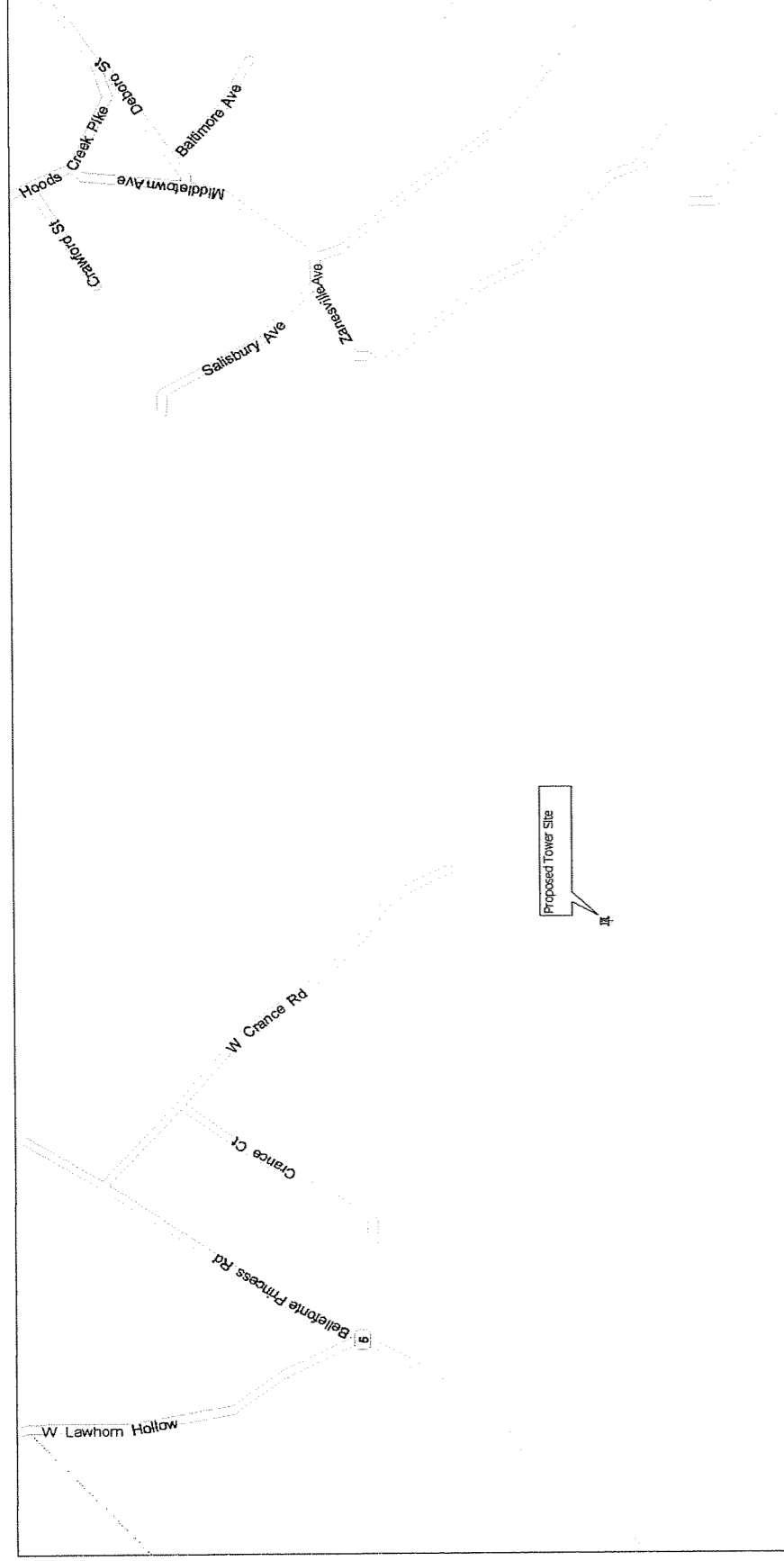
Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits

This license did not have tribal land bidding credits.

Exhibit I



Directions to Site: From Catlettburg at the corner of U.S. 23 (Louisa Road) and Louisa Street, proceed North on U.S. 23 approximately 8.0 miles to State Route 5. Turn left onto State Route 5 and proceed approximately 2.0 miles to West Crance Road. Turn left onto West Crance Road and the access road to the proposed site is at the end of West Crance Road.

Prepared by: Briggs Law Office, PSC (502) 412-9222

Market: VA/WV
Cell Site Number: WV087
Cell Site Name: Lawhorn Hollow
Fixed Asset Number: 10142094

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 Ronald Music and Teresa R. Music, a married couple, having a mailing address of 2015 West Crance Rd., Ashland, KY 41102 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("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 2015 West Crance Rd., Ashland, KY 41102, in the County of Boyd, 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 ten thousand (10,000) square feet including the air space above such ground space for the placement of Tenant's Communication Facility as described on attached Exhibit 1 (the "Premises").

(b) During the Option Term (as defined below), 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, 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 [REDACTED] 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 (the "Renewal Option Term") upon written notification to Landlord and the payment of an additional [REDACTED] no later than ten (10) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "Option Term."

(d) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate of Tenant 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 Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to 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 Option Term, 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,") 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 Option Term, 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 Permitted Use.

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, 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*. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described on *Exhibit 1* as may reasonably be required during construction and installation of the Communications Facility. 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 Property's 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 at Tenant's expense. 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 the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. 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 (the "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 (5th) 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 an "Extension Term"), upon the same terms and conditions unless Tenant notifies 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 final Extension 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 final Extension Term, then upon the expiration of the final Extension 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 ("Annual Term") 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 final Extension 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, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term (the "Term").

4. **RENT.**

(a) Commencing with the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance [REDACTED] (the "Rent"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

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

(c) All charges payable under this Agreement such as utilities and taxes 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 foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection 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 and Property 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 its choice.

(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 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 Section 15 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 or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no 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 Sections 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation, 19 Casualty or 24(l) Severability of this Agreement.

7. **INSURANCE.** During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) Workers' Compensation Insurance as required by law; and (iii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford minimum protection of Three Million Dollars (\$3,000,000) combined single limit, per occurrence and in the aggregate, providing coverage for bodily injury and property damage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured to the extent of the indemnity provided by Tenant under this Agreement. Notwithstanding the foregoing, Tenant shall have the right to self-insure against the risks for which Tenant is required to insure against in this Section. In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured as permitted by the previous sentence, the following provisions shall apply: (1) Landlord shall promptly and no later than seven (7) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (2) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; (3) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like; (4) Tenant's self-insurance obligation for Landlord shall not extend to claims for punitive damages, exemplary damages, or gross negligence; and (5) such obligation shall not apply when the claim or liability arises from the negligent or intentional act or omission of Landlord, its employees, agents, or independent contractors.

8. **INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, Landlord will provide Tenant, upon execution of this Agreement, 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 those 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, agents or independent contractors 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, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

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) 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) arising directly from the actions or failure to act of Landlord, 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.

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, warrants and agrees 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 and will not be 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 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, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) 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 applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply 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 ("Claims"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and

indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 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 Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety 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 liability to a government agency or other third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written 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 ("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. As may be described more fully in Exhibit 1, 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. Landlord acknowledges that in the event Tenant cannot access the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant access to the Property substantially in the form attached as Exhibit 12; upon Tenant's request, Landlord shall execute additional letters during the Term.

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 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 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 this 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 structural steel or 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 and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(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 Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. 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.

(c) Landlord hereby grants to any utility company providing utility services to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or a utility company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the public utility.

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: (i) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) 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: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

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 to the extent of such assignment.

17. **NOTICES.**

(a) 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: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #/Name: WV087/Lawhorn Hollow (VA-WV)
Fixed Asset No: 10142094
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #/Name: WV087/Lawhorn Hollow (VA-WV)
FA No: 10142094
340 Mt. Kemble Ave.
Morristown, NJ 07960-6656

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Ronald Music and Teresa R. Music
2015 West Crance Rd.
Ashland, KY 41102

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.

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor will send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

18. **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. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. 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. Landlord agrees to permit Tenant to place a temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Premises, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, then Landlord will promptly rebuild or restore the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. **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; 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.

21. **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 Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, along with sufficient written documentation detailing any assessment increases attributable to the leasehold improvements, but in no event later than ninety (90) 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, and all subsequent years to the extent (a) Landlord continues to fail in providing notice, or (b) Tenant is precluded from challenging such assessment with the appropriate government authorities. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, 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 Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefor. 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.

22. **SALE OF PROPERTY**

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or 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 rezoning, sale,

subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. 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 paperwork to effect a transfer in Rent to the new landlord.

(c) 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.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("Rental Stream Offer"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, 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.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise 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, however caused, based on any theory of liability.

(d) **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.

(e) **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. Exhibits are numbered to correspond to the Section wherein they are first referenced.

(f) **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.

(g) **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 this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; and (viii) the singular use of words includes the plural where appropriate.

(h) **Affiliates.** All references to “Tenant” shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(i) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(j) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(k) **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.

(l) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties’ intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Agreement upon sixty (60) days’ prior written notice to the other party.

(m) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[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.

"LANDLORD"

Ronald Music and Teresa R. Music
a married couple

By: Ronald Music

Print Name: Ronald Music

Date: 9/30/10

By: Teresa R. Music

Print Name: Teresa R. Music

Date: 9/30/10

LANDLORD ACKNOWLEDGMENT

STATE OF Ky
CITY / COUNTY OF Greenup) SS:



MARY J. GILLUM
Notary Public, Kentucky
State At Large
My Commission Expires
June 25, 2013

The foregoing instrument was acknowledged before me this September 30th, 2010, by Ronald Music and Teresa R. Music, (name of person(s) acknowledged, title of person(s) acknowledged, if applicable).

Mary J. Gillum
(Signature of Person Taking Acknowledgement)
Notary Public
(Title or Rank) Mary J. Gillum
(Printed Name)
June 25, 2013
(Commission Expiration Date)

"TENANT"

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

By: [Signature]

Print Name: David C. Tuck

Its: Manager,
Real Estate and Construction

Date: 10/13/10

TENANT ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA)
) SS:
COUNTY OF HENRICO)

The foregoing instrument was acknowledged before me this October 13, 2010, by
David C. Tuck
Manager,
Real Estate and Construction (name of officer or agent, title of officer or

agent) of New Cingular Wireless PCS, LLC, a Delaware limited liability company, on behalf of the company.



[Signature]
(Signature of Person Taking Acknowledgement)
Notary Public Jackie L Holloway-Jones
(Title or Rank) (Printed Name)
10/31/14
(Registration Number) (Commission Expiration Date)

**EXHIBIT 1
DESCRIPTION OF PREMISES**

Page 1 of 2

to the Agreement dated _____, 2010, by and between Ronald Music and Teresa R. Music, a married couple, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

LEGAL DESCRIPTIONS

20' WIDE ACCESS EASEMENT

BEING A 20' WIDE EASEMENT, 10' ON EACH SIDE OF CENTERLINE WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A 2" IRON PIPE FOUND ON A THREE-WAY CORNER OF A PARCEL OWNED BY RONALD AND CAROL MUSIC (DEED BOOK 658 PAGE 413 PARCEL 21), A PARCEL NOW OR FORMERLY OWNED BY RONALD CAROL MUSIC (DEED BOOK 503 PAGE 911 PARCEL 20), AND DANNY AND TAMMY FERROCK (DEED BOOK 602 PAGE 264 PARCEL 18); THENCE N48°50'30"W, 57.67' TO A POINT ON AN EXISTING GRAVEL DRIVE SOUTHWEST OF WEST CRANCE ROAD; THENCE MAKING A NEW LINE THROUGH THE SAID MUSIC PARCEL 21 FOR THE FOLLOWING TWELVE (12) BEARINGS AND DISTANCES: S11°47'45"E, 17.30'; S20°30'00"W, 59.52'; S46°09'30"W, 30.92'; S04°28'00"E, 17.00'; S68°19'30"E, 105.96'; S44°13'45"E, 64.40'; S29°53'45"E, 269.15'; S25°27'45"E, 127.19'; S08°37'00"E, 40.98'; S01°38'00"W, 45.25'; S15°49'15"W, 43.53'; S08°22'35"W, 61.01' TO A POINT ON THE NORTHEASTERLY LINE OF THE PROPOSED 100' x 100' LEASE AREA.

TOTAL LENGTH OF EASEMENT: 886.24'

LEASED AREA (608 SQ. FT.)

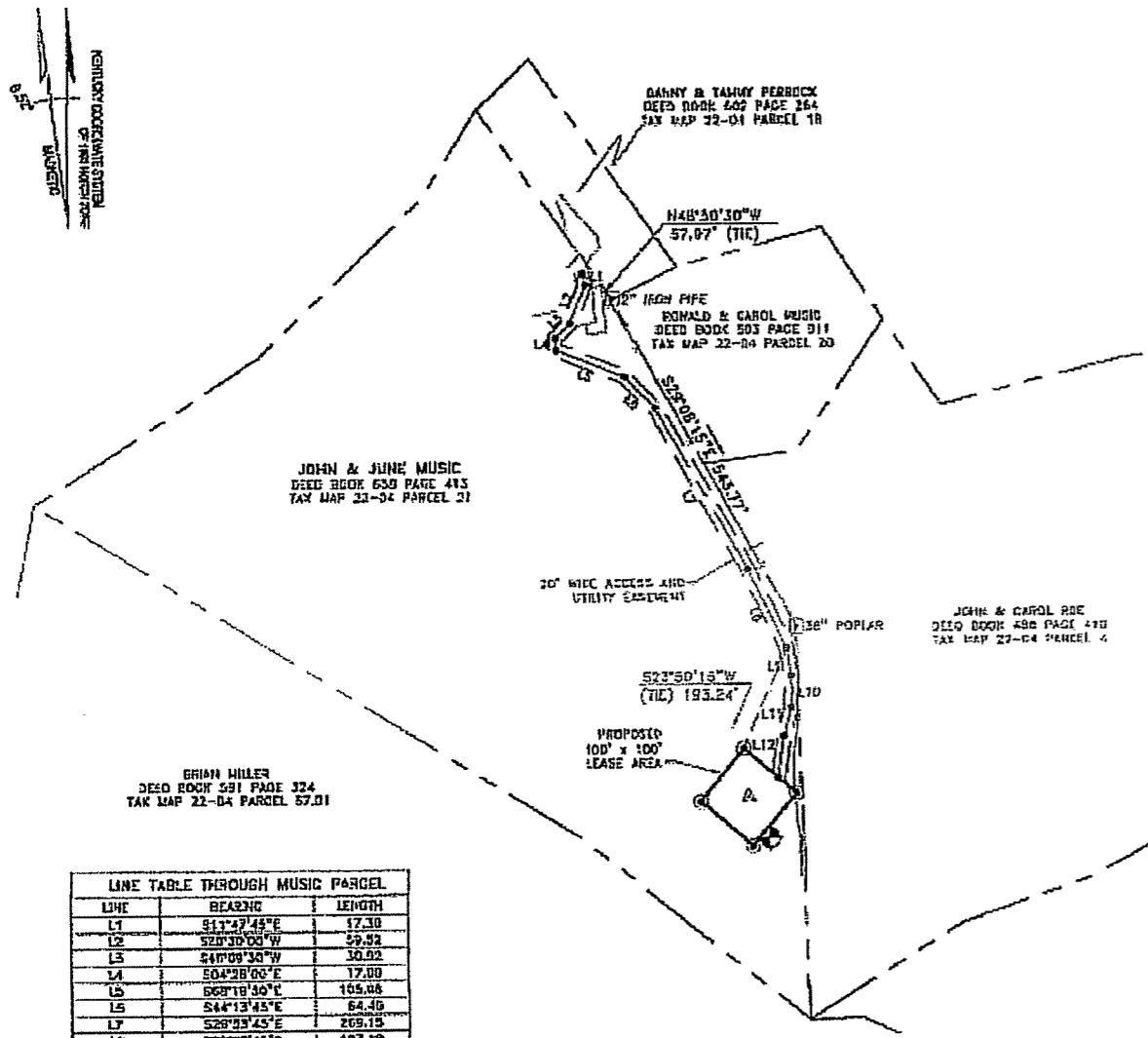
BEING A 100' BY 100' PARCEL LOCATED WITHIN THE LANDS OF RONALD AND CAROL MUSIC (DEED BOOK 658 PAGE 413), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN 36" POPLAR FOUND ON A COMMON DIVISION LINE OF A PARCEL NOW OR FORMERLY OWNED BY JOHN AND CAROL ROE (DEED BOOK 486 PAGE 410), AND SAID MUSIC PARCEL; THENCE S23°50'15"W, 193.24' TO A 5/8" REBAR W/PASTIC CAP SET AT THE NORTHERLY CORNER OF THE PROPOSED LEASE AREA AND THE TRUE POINT OF BEGINNING; THENCE MAKING A NEW LINE THROUGH SAID MUSIC PARCEL FOR THE FOLLOWING FOUR (4) BEARINGS AND DISTANCES:

- 1) S49°47'15"E, 100.00' TO A 5/8" REBAR W/PLASTIC CAP SET;
 - 2) S40°12'45"W, 100.00' TO A 5/8" REBAR W/PLASTIC CAP SET;
 - 3) N49°47'15"W, 19.00' TO A 5/8" REBAR W/PLASTIC CAP SET;
 - 4) N40°12'45"E, 32.00' TO THE POINT OF BEGINNING;
- CONTAINING 10,000 SQUARE FEET (0.23 ACRES), MORE OR LESS.

**EXHIBIT 1
DESCRIPTION OF PREMISES**

Page 2 of 2



LINE TABLE THROUGH MUSIC PARCEL		
LINE	BEARING	LENGTH
L1	S11°27'45"E	17.30
L2	S20°30'00"W	29.82
L3	S40°09'30"W	30.82
L4	S04°28'00"E	17.00
L5	S69°18'30"E	105.88
L6	S44°13'45"E	64.46
L7	S28°03'45"E	209.15

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 J

PARCEL	OWNER	OWNER ADDRESS	DEED BOOK/PAGE	
1	022-04-00-047.00	LARRY & PHYLISS KIRK	3210 STATE ROUTE 5, ASHLAND, KY 41102	699/430
2	022-04-00-037.00	FARTHING & DANNY ROSEMARY	3140 STATE ROUTE 5, ASHLAND, KY 41102	541/333
3	022-04-00-036.00	DANNY & JANE HALE	3132 STATE ROUTE 5, ASHLAND, KY 41102	648/103
4	022-04-00-024.00	RICHARD & STACI CAUDILL 3120	STATE ROUTE 5, ASHLAND, KY 41102	628/177
5	022-04-00-031.00	JACALYN HALL	3121 STATE ROUTE 5, ASHLAND, KY 41102	712/345
6	022-04-00-030.00	MADD VENTURES LLC	3116 STATE ROUTE 5, ASHLAND, KY 41102	711/476
7	022-04-00-029.00	MAXINE & DIANE BLAIR	3110 STATE ROUTE 5, ASHLAND, KY 41102	669/223
8	022-04-00-013.00	BARBARA HARDING	3013 STATE ROUTE 5, ASHLAND, KY 41102	586/110
9	022-04-00-022.00	HAROLD & VALINDA SWEENEY	3113 CRANCE COURT, ASHLAND, KY 41102	
10	022-04-00-017.00	JOSHUA WALLIN	3130 CRANCE COURT, ASHLAND, KY 41102	725/283
11	022-04-00-018.00	DANNY & TAMMY PERROCK	2101 WEST CRANCE ROAD, ASHLAND, KY 41102	602/264
12	022-04-00-020.00	RONALD & CAROL MUSIC	2015 WEST CRANCE ROAD, ASHLAND, KY 41102	503/911
13	022-04-00-004.00	JOHN & CAROL ROE	2005 WEST CRANCE ROAD, ASHLAND, KY 41102	486/410
14	023-00-00-004.00	ROBERT & JAMIE TAYLOR 3249	KENVIEW DRIVE, ASHLAND, KY 41102	
15	022-04-00-067.01	BRIAN MILLER	2017 W NEW BUCKLEY ROAD, ASHLAND, KY 41102	591/324

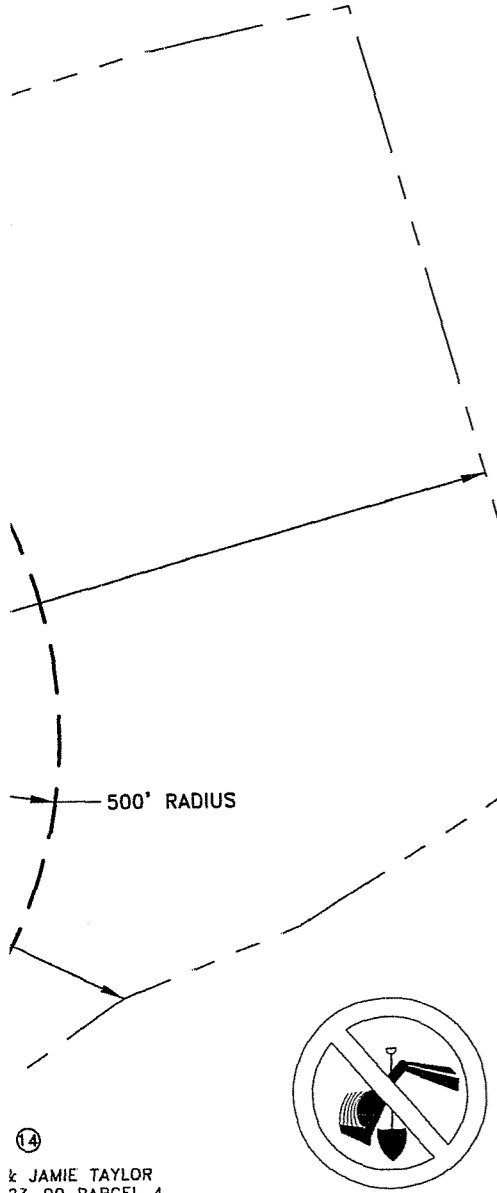
LEGEND

- — — — — PROPERTY LINE
- — — — — TRACT LINE
- — — — — LEASE LINE
- — — — — ROW LINE
- x — x — EXISTING FENCE LINE
- xx — xx — PROPOSED FENCE LINE
- SF — SF — PROPOSED SILT FENCE
- G — G — GAS LINE
- P — P — OVERHEAD POWER
- T — T — OVERHEAD TELEPHONE
- UE — UE — UNDERGROUND POWER
- UT — UT — UNDERGROUND TELCO.
- E&T — E&T — OVERHEAD POWER/TELEPHONE
- 5/8" REBAR W/CAP SET
- FOUND MONUMENTATION
- CALCULATED POINT
- EXISTING UTILITY POLE
- PROPOSED UTILITY POLE
- TELEPHONE PEDESTAL

STATE OF KENTUCKY
 RICHARD E. PLYMALE, JR.
 21921
 LICENSED PROFESSIONAL ENGINEER
 2/22/2011

▲ COORDINATE POINT LOCATION
 TOWER CENTERLINE
 NAD 1983
 LATITUDE: 38°28'38.10"N
 LONGITUDE 82°41'41.80"W
 ELEVATION: 733.32' (NAVD 88)
 STATE PLANE COORDINATE
 NORTHING: 359636.76
 EASTING: 2085569.20

● BENCHMARK
 NORTHING: 359577.84
 EASTING: 2085599.82
 ELEVATION: 737.39' (NAVD 88)
 LOCATION: RAILROAD SPIKE IN
 24" WALNUT



CALL BEFORE YOU DIG,
 DRILL OR BLAST!
 B.U.D. OF KENTUCKY
 1-800-752-6007

BRIGGS LAW OFFICE, PSC

1301 Clear Springs Trace | Suite 205 | Louisville, Kentucky 40223
Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction Wireless Telecommunications Facility

Larry & Phylliss Kirk
3210 State Route 5
Ashland, KY 41102

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2015 West Crance Road, Ashland, Kentucky 41102. A map showing the location is attached. The proposed facility will include a 300 foot self-support tower, plus related ground facilities.

This notice is being sent to you because the Boyd County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR is contiguous to the property on which the tower is to be constructed.

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2011-00167 in any correspondence.

Sincerely,



Todd R. Briggs
Counsel for New Cingular Wireless PCS, LLC

Enclosure

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Notice of Proposed Construction Wireless Telecommunications Facility

Farthing & Danny Rosemary
3140 State Route 5
Ashland, KY 41102

Via Certified Mail Return Receipt Requested

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Danny & Jane Hale
3132 State Route 5
Ashland, KY 41102

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todd@briggslawoffice.net

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Notice of Proposed Construction Wireless Telecommunications Facility

Richard & Staci Caudill
3120 State Route 5
Ashland, KY 41102

Via Certified Mail Return Receipt Requested

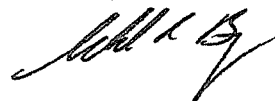
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Notice of Proposed Construction Wireless Telecommunications Facility

Jacalyn Hall
3121 State Route 5
Ashland, KY 41102

Via Certified Mail Return Receipt Requested

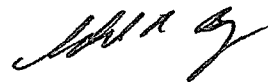
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todd@briggslawoffice.net

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Notice of Proposed Construction Wireless Telecommunications Facility

Mad Ventures LLC
3116 State Route 5
Ashland, KY 41102

Via Certified Mail Return Receipt Requested

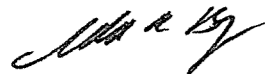
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Telephone [502] 412-9222 | Facsimile [866] 333-4563

todd@briggslawoffice.net

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Notice of Proposed Construction Wireless Telecommunications Facility

Maxine & Diane Blair
3110 State Route 5
Ashland, KY 41102

Via Certified Mail Return Receipt Requested

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Telephone [502] 412-9222 | Facsimile [866] 333-4563

todd@briggslawoffice.net

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Notice of Proposed Construction Wireless Telecommunications Facility

Barbara Harding
3013 State Route 5
Ashland, KY 41102

Via Certified Mail Return Receipt Requested

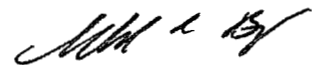
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Todd R. Briggs
Counsel for New Cingular Wireless PCS, LLC

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Telephone [502] 412-9222 | Facsimile [866] 333-4563

todd@briggslawoffice.net

TODD R. BRIGGS
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Notice of Proposed Construction Wireless Telecommunications Facility

Harold & Valinda Sweeney
3113 Crance Court
Ashland, KY 41102

Via Certified Mail Return Receipt Requested

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Notice of Proposed Construction Wireless Telecommunications Facility

Joshua Wallin
3130 Crance Court
Ashland, KY 41102

Via Certified Mail Return Receipt Requested

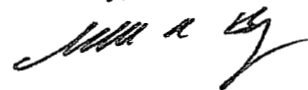
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Todd R. Briggs
Counsel for New Cingular Wireless PCS, LLC

Enclosure

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todd@briggslawoffice.net

TODD R. BRIGGS
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Notice of Proposed Construction Wireless Telecommunications Facility

Danny & Tammy Perrock
2101 West Crance Road
Ashland, KY 41102

Via Certified Mail Return Receipt Requested

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New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2015 West Crance Road, Ashland, Kentucky 41102. A map showing the location is attached. The proposed facility will include a 300 foot self-support tower, plus related ground facilities.

This notice is being sent to you because the Boyd County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR is contiguous to the property on which the tower is to be constructed.

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2011-00167 in any correspondence.

Sincerely,



Todd R. Briggs
Counsel for New Cingular Wireless PCS, LLC

Enclosure

BRIGGS LAW OFFICE, PSC

1301 Clear Springs Trace | Suite 205 | Louisville, Kentucky 40223

Telephone [502] 412-9222 | Facsimile [866] 333-4563

todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction Wireless Telecommunications Facility

Ronald & Carol Music
2015 West Crance Road
Ashland, KY 41102

Via Certified Mail Return Receipt Requested


Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2015 West Crance Road, Ashland, Kentucky 41102. A map showing the location is attached. The proposed facility will include a 300 foot self-support tower, plus related ground facilities.

This notice is being sent to you because the Boyd County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR is contiguous to the property on which the tower is to be constructed.

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2011-00167 in any correspondence.

Sincerely,



Todd R. Briggs
Counsel for New Cingular Wireless PCS, LLC

Enclosure

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Telephone [502] 412-9222 | Facsimile [866] 333-4563

todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction Wireless Telecommunications Facility

John & Carol Roe
2005 West Crance Road
Ashland, KY 41102

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2015 West Crance Road, Ashland, Kentucky 41102. A map showing the location is attached. The proposed facility will include a 300 foot self-support tower, plus related ground facilities.

This notice is being sent to you because the Boyd County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR is contiguous to the property on which the tower is to be constructed.

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2011-00167 in any correspondence.

Sincerely,



Todd R. Briggs
Counsel for New Cingular Wireless PCS, LLC

Enclosure

BRIGGS LAW OFFICE, PSC

1301 Clear Springs Trace | Suite 205 | Louisville, Kentucky 40223
Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction Wireless Telecommunications Facility

Robert & Jamie Taylor
3249 Kenview Drive
Ashland, KY 41102

Via Certified Mail Return Receipt Requested

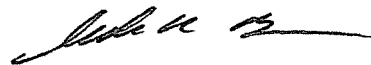
Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2015 West Crance Road, Ashland, Kentucky 41102. A map showing the location is attached. The proposed facility will include a 300 foot self-support tower, plus related ground facilities.

This notice is being sent to you because the Boyd County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR is contiguous to the property on which the tower is to be constructed.

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2011-00167 in any correspondence.

Sincerely,



Todd R. Briggs
Counsel for New Cingular Wireless PCS, LLC

Enclosure

BRIGGS LAW OFFICE, PSC

1301 Clear Springs Trace | Suite 205 | Louisville, Kentucky 40223

Telephone [502] 412-9222 | Facsimile [866] 333-4563

todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction Wireless Telecommunications Facility

Brian Miller
2017 W. New Buckley Road
Ashland, KY 41102

Via Certified Mail Return Receipt Requested


Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2015 West Crance Road, Ashland, Kentucky 41102. A map showing the location is attached. The proposed facility will include a 300 foot self-support tower, plus related ground facilities.

This notice is being sent to you because the Boyd County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR is contiguous to the property on which the tower is to be constructed.

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2011-00167 in any correspondence.

Sincerely,



Todd R. Briggs
Counsel for New Cingular Wireless PCS, LLC

Enclosure

Exhibit K

BRIGGS LAW OFFICE, PSC

1301 Clear Springs Trace | Suite 205 | Louisville, Kentucky 40223
Telephone [502] 412-9222 | Facsimile [866] 333-4563
todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Via Certified Mail Return Receipt Requested

Honorable William Stevens
Boyd County Judge Executive
2800 Louisa Street
Catlettsburg, KY 41129

**RE: Notice of Proposal to Construct Wireless Telecommunications Facility
Kentucky Public Service Commission--Case No. 2011-00167**

Dear Judge Elkins:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2015 West Crance Road, Ashland, Kentucky 41102. A map showing the location is attached. The proposed facility will include a 300 foot self-support tower, plus related ground facilities.

You have a right to submit comments regarding the proposed construction to the Commission or to request intervention in the Commission's proceedings on this application.

Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2011-00167 in any correspondence.

Sincerely,



Todd R. Briggs
Counsel for New Cingular Wireless PCS, LLC

Enclosure

Exhibit L

PUBLIC NOTICE

New Cingular Wireless PCS, LLC
proposes to construct a
telecommunications

TOWER

on this site. If you have
any questions please contact:

Briggs Law Office, PSC
1301 Clear Springs Trace or
Suite 205
Louisville, KY 40223
(502) 412-9222

Executive Director
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602

Please refer to Commission's
Case #2011-00167
in your correspondence.

PUBLIC NOTICE

New Cingular Wireless PCS, LLC
proposes to construct a
telecommunications

TOWER

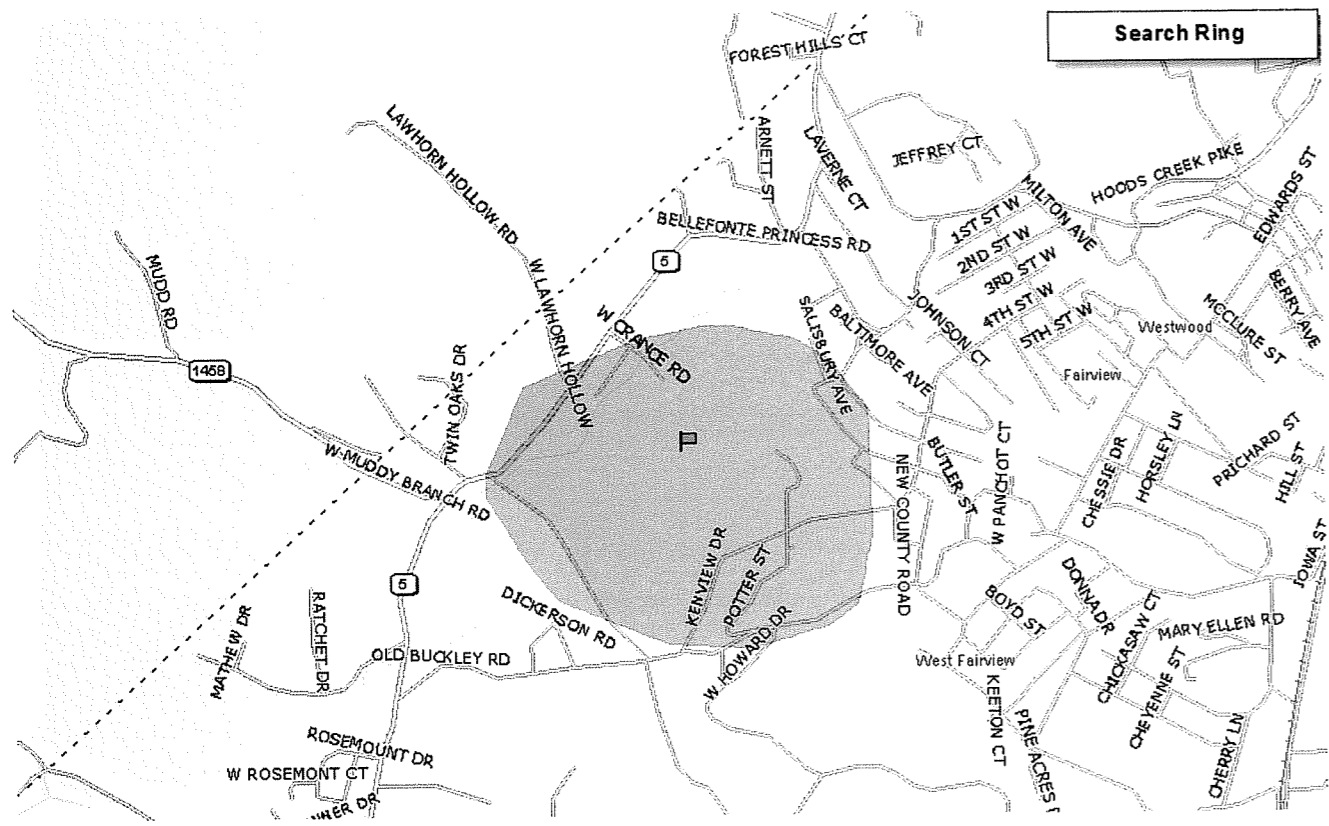
near this site. If you have
any questions please contact:

Briggs Law Office, PSC
1301 Clear Springs Trace or
Suite 205
Louisville, KY 40223
(502) 412-9222

Executive Director
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602

Please refer to Commission's
Case #2011-00167
in your correspondence.

Exhibit M



Search Ring

Exhibit N



AT&T Mobility
4801 Cox Road
Suite 300
Glen Allen, VA 23060

T: 804.290.5030
F: 804.290.5055
www.att.com

May, 10th 2011

To Whom It May Concern:

Re: AT&T Mobility Tower –Boyd County

Dear Sir or Madam:

This letter is to state the need for proposed AT&T site call Lawnhorn Hollow_WV087, to be located in Boyd County, KY. The Lawnhorn Hollow site is necessary to improve coverage in Boyd County in the areas of Flatwoods, Bellefonte, Westwood and West Fairview, KY, and along Route 5. There is currently no reliable service in this area. Our closest site is 1.9 miles away and cannot provide dominant service with call quality for customers. Customer in the area are experience high dropped calls and poor call quality or no service areas. With the addition of this site, the customers in these areas of Boyd County will be provided with reliable communications, improved in-building coverage, and more access to emergency 911 service.

A handwritten signature in black ink that reads "Christian D. La Tendresse".

Christian D. La Tendresse
RF Design Engineer



AT&T Mobility
4801 Cox Road
Suite 300
Glen Allen, VA 23060

T: 804.290.5030
F: 804.290.5055
www.att.com

May, 10th 2011

To Whom It May Concern:

Re: AT&T Mobility Tower –Boyd County

Dear Sir or Madam:

This letter is to state that there are no suitable location reasonably available from which reliable coverage and/ or service can be provided in the area of the proposed Lawnhorn Hollow site_WV087. There are no collocation opportunities available in regards to tall structures within located site's search area.

Sincerely,

A handwritten signature in black ink, appearing to read "Christian D. La Tendresse". The signature is fluid and cursive, with a large initial "C".

Christian D. La Tendresse
RF Design Engineer