PIKE
LEGAL

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

October 22, 2004

VIA HAND DELIVERY

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

Case 2004-00413

RE: Application to Construct Wireless Communications Facility
Location: Rough and Tough Rd., Prestonsburg, KY 41653
Applicant: BellSouth Mobility LLC, d/b/a Cingular Wireless-Kentucky
Site Name: Brainard

Dear Mr. Cline:

On behalf of my client BellSouth Mobility LLC, I am submitting the enclosed original and four (4) copies of an Application for Certificate of Public Convenience and Necessity for Construction of a Wireless Communications Facility in an area of Floyd County outside the jurisdiction of a planning commission. I have also enclosed two (2) additional copies of this cover letter. Thank you for your assistance and do not hesitate to contact me if you have any comments or questions concerning this matter.

Sincerely,

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

Enclosures

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE APPLICATION OF BELLSOUTH MOBILITY, LLC, D/B/A CINGULAR WIRELESS - KENTUCKY FOR ISSUANCE OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO CONSTRUCT A WIRELESS COMMUNICATIONS FACILITY AT ROUGH AND TOUGH ROAD PRESTONSBURG, KENTUCKY 41653 OR, IN THE ALTERNATIVE, AN ORDER REQUIRING CO-LOCATION ON REASONABLE TERMS AND CONDITIONS IN THE WIRELESS COMMUNICATIONS LICENSE AREA IN THE COMMONWEALTH OF KENTUCKY IN THE COUNTY OF FLOYD	) CASE NO.: 2004-00413	RECEIVED OCT 22 2004 PUBLIC SERVICE COMMISSION

SITE NAME: BRAINARD

* * * * * * *

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR CONSTRUCTION OF A WIRELESS COMMUNICATIONS FACILITY OR, IN THE ALTERNATIVE, AN ORDER REQUIRING CO-LOCATION ON REASONABLE TERMS AND CONDITIONS AND REQUEST FOR EXPEDITED TREATMENT

BellSouth Mobility, LLC, d/b/a Cingular Wireless – Kentucky (hereinafter, "BellSouth Mobility" or "Applicant"), by counsel, pursuant to (i) KRS §§ 278.020, 278.040, 278.650, and 278.665 and the rules and regulations applicable thereto, and (ii) the Telecommunications Act of 1996, respectfully submits this Application requesting issuance of a Certificate of Public Convenience and Necessity ("CPCN") from the Kentucky Public Service Commission ("PSC") to construct, maintain, and operate a Wireless Communications Facility (the "WCF") to serve the customers of the Applicant with wireless telecommunications services should the procedures requested below establish that new

construction, rather than co-location of BellSouth Mobility's facilities, is necessary.

In *The Application of East Kentucky Network Limited Liability Company for the Issuance of a Certificate of Public Convenience and Necessity to Construct a Tower in Floyd County, Kentucky* (Ky. PSC Docket 2004-00190, July 7, 2004), the PSC issued a CPCN to East Kentucky Network Limited Liability Company ("East Kentucky Network") to construct a self-supporting antenna tower not to exceed 325 feet in height, with attached antennas, to be located at Rough-N-Tuff and Richardson Branch, Prestonsburg, Floyd County, Kentucky, at North Latitude 37°38' 57" by West Longitude 82°53'22" ("Rough-N-Tuff Site"). **East Kentucky Network's Rough-N-Tuff Site is within a mere 982 feet of the WCF proposed herein as an alternative to co-location.**

Applicant has made a preliminary determination that the Rough-N-Tuff Site would be an acceptable co-location site for its facilities to address service needs in the area. Despite this determination, East Kentucky Network has refused to consider Applicant's offers to lease space and to co-locate its facilities.

Consequently, Applicant requests that the PSC implement, on an expedited basis, the following procedures to enforce its mandate to avoid wasteful duplication of facilities pursuant to KRS 278.020 and *Kentucky Utilities Co. v. Public Service Comm'n,* Ky., 252 S.W.2d 885 (1952); to ensure adequate and reasonable utility practices pursuant to KRS 278.280 specifically and KRS Chapter 278 generally; to ensure complete analysis of co-location opportunities pursuant to 807 KAR 5:063 §1(1)(s); to ensure that telecommunications utilities in Kentucky do not, in violation of the Telecommunications Act of 1996 and PSC precedent, engage in anti-competitive behavior in derogation of the

public interest; to assist in implementing Governor Ernie Fletcher's policy to make efficient use of existing telecommunications infrastructure in bringing necessary technological innovations to Kentucky's rural communities;[1] and to implement the Kentucky General Assembly's intent to avoid unnecessary proliferation of wireless telecommunications towers.

Specifically, Applicant requests that the PSC issue an order [1] making East Kentucky Network, a utility under PSC jurisdiction pursuant to KRS 278.010, a party to this case; [2] requiring East Kentucky Network to respond to BellSouth Mobility's inquiries regarding co-location of BellSouth Mobility's facilities at East Kentucky Network's Rough-N-Tuff Site; and [3] setting a hearing to receive evidence concerning the feasibility of co-location of BellSouth Mobility's facilities at the Rough-N-Tuff Site. Applicant further requests that, if the evidence received pursuant to the procedures described above so warrants, the PSC require East Kentucky Network to enter into an agreement, on reasonable terms and conditions consistent with industry practice, permitting BellSouth Mobility to co-locate its facilities at the Rough-N-Tuff Site rather than constructing the WCF proposed in this Application.

Applicant also requests that the PSC receive evidence concerning East Kentucky Network 's current policy and practice of refusing to permit co-location of other providers' facilities upon its towers -- a policy and practice of which its refusal to negotiate with Applicant with regard to the Rough-N-Tuff Site is only the most recent manifestation -- and issue its findings that [1] such policy and practice is in contravention of Kentucky law and

---

1 *See* Governor Fletcher's *Prescription for Innovation: Delivering Broadband Technology for a 21st Century Kentucky,* announced to the 75th Annual Kentucky League of Cities Convention in Owensboro on October 7, 2004.

policy; [2] the public convenience and necessity require that WCFs constructed pursuant to duly-issued CPCNs and which are capable of supporting the facilities of additional co-locating carriers must be made available for such co-location on a good faith basis.

Applicant requests expedited treatment of this Application so that it can provide, as soon as possible, enhanced service in the area that is the subject of this Application. Applicant has made good faith efforts to persuade East Kentucky Network to enter into negotiations to permit Applicant to co-locate its facilities at the Rough-N-Tuff Site. East Kentucky Network's refusal to consider such co-location proposals has already delayed Applicant's provision of needed coverage to affected Kentuckians.

In support of this Application, Applicant respectfully provides and states the following information:

1. The complete name and address of the Applicant:

BellSouth Mobility, LLC, d/b/a Cingular Wireless - Kentucky
c/o Pike Legal Group, PLLC
P.O. Box 369
Shepherdsville, KY 40165

2. East Kentucky Network has refused to respond to Applicant's requests to enter into negotiations to co-locate Applicant's facilities at the Rough-N-Tuff Site owned by East Kentucky Network. Accordingly, Applicant proposes, in the alternative, construction of a new antenna tower for cellular telecommunications services or personal communications services at a site which is to be located in an area outside the jurisdiction of a planning commission, and Applicant submits this Application to the Commission for a certificate of public convenience and necessity pursuant to KRS §§ 278.020(1), 278.650,

and 278.665.

3. Applicant entity is not a corporation and, therefore, the requirements of 807 KAR 5:001(8) and 807 KAR 5:001(9) requiring submission of a certified copy of articles of incorporation are inapplicable. Applicant limited liability company has provided a copy of the Certificate of Authority issued by the Secretary of State of the Commonwealth of Kentucky for the applicant entity as part of Exhibit A.

4. The proposed WCF will serve an area completely within the Applicant's Federal Communications Commission ("FCC") licensed service area in the Commonwealth of Kentucky. A copy of the Applicant's FCC license to provide wireless services is attached to this Application or described as part of Exhibit A.

5. The public convenience and necessity require either the construction of the proposed WCF or the co-location of Applicant's facilities on the nearby Rough-N-Tuff Site owned by East Kentucky Network. The construction of the WCF or co-location of Applicant's facilities at the Rough-N-Tuff Site owned by East Kentucky Network will bring or improve the Applicant's services to an area currently not served or not adequately served by the Applicant by increasing coverage or capacity and thereby enhancing the public's access to innovative and competitive wireless telecommunications services. The WCF or co-location of Applicant's facilities at the Rough-N-Tuff Site owned by East Kentucky Network will provide a necessary link in the Applicant's telecommunications network that is designed to meet the increasing demands for wireless services in Applicant's wireless communications licensed area. Placement of the facilities proposed herein will constitute an integral link in the Applicant's network design that must be in place to provide adequate

coverage to the service area.

6. To address the above-described service needs, and due to the refusal of East Kentucky Network to respond to Applicant's repeated requests to discuss co-location at the Rough-N-Tuff Site, Applicant proposes to construct a WCF at Rough & Tough Road, Prestonsburg, Kentucky 41653 (37°38'47.70" North latitude, 82°53'18.36" West longitude), in an area located entirely within the county referenced in the caption of this application. The property on which the WCF is proposed to be located is owned by Eliza Dotson pursuant to a Deed recorded at Deed Book 276, Page 81 in the office of the Floyd County Clerk. The proposed WCF would consist of a 340-foot tall tower, with an approximately 9-foot tall lightning arrestor attached at the top, for a total height of 349 feet. The proposed WCF would also include concrete foundations to accommodate the placement of the Applicant's proprietary radio electronics equipment. The equipment would be housed in a prefabricated cabinet or shelter containing: (i) the transmitting and receiving equipment required to connect the WCF with the Applicant's users in Kentucky, (ii) telephone lines linking the WCF with the Applicant's other facilities, (iii) battery back-up allowing the Applicant to operate even after a loss of outside power, and (iv) all other necessary appurtenances. The Applicant's equipment cabinet or shelter would be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound would be fenced and all access gate(s) would be secured. A description of the manner in which the proposed WCF would be constructed is attached as Exhibit B and Exhibit C. Periodic inspections would be performed on the WCF in accordance with the applicable regulations or requirements of the PSC.

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

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

9. Applicant has considered the likely effects of the installation of the proposed WCF on nearby land uses and values and has concluded that, as East Kentucky Network has refused to discuss co-location with Applicant, there is no more suitable location reasonably available from which adequate services can be provided. Applicant has further concluded, also based upon East Kentucky Network's refusal to discuss co-location on its nearby Rough-N-Tuff Site, that there are, absent PSC intervention, no reasonably available opportunities to co-locate Applicant's antennas on an existing structure. Applicant has attempted to co-locate on suitable existing structures such as telecommunications towers or other suitable structures capable of supporting Applicant's facilities and, given East Kentucky Network's refusal to discuss such co-location, no other suitable or available co-location site was found in the vicinity of the site. Applicant's Co-Location Report is

attached as Exhibit E.

10. FAA notice is required for the proposed construction, and lighting or marking requirements may be applicable to the WCF. A copy of the FAA "Determination of No Hazard to Air Navigation" is attached as Exhibit F.

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

12. The WCF will be registered with the FCC pursuant to applicable federal requirements. Appropriate required FCC signage will be posted on the site upon receipt of the tower registration number.

13. A geotechnical engineering firm has performed soil boring(s) and subsequent geotechnical engineering studies at the WCF site. A copy of the geotechnical engineering report and evaluation, signed and sealed by a professional engineer registered in the Commonwealth of Kentucky, is attached as Exhibit H. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who supervised the examination of this WCF site are included as part of this exhibit.

14. Clear directions to the proposed WCF site from the County seat are attached as Exhibit I. The name and telephone number of the preparer of Exhibit I is included as part of this exhibit.

15. Applicant, pursuant to a written agreement, has acquired the right to use the WCF site and associated property rights. A copy of the agreement or an abbreviated agreement recorded with the County Clerk is attached as Exhibit J. Also included as part

of Exhibit J is the portion of the full agreement demonstrating that in the case of abandonment a method is provided to dismantle and remove the cellular antenna tower, including a timetable for removal.

16. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced. Central Tower ("Tower Manufacturer") performed the tower and foundation design. The tower and foundation drawings for the proposed tower submitted as part of Exhibit C bear the signature and stamp of W. Gray Hodge, a professional engineer registered in the Commonwealth of Kentucky. All tower designs meet or exceed applicable laws and regulations.

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

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

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

20. The site development plan signed and sealed by a professional engineer

registered in Kentucky was prepared by Woodrow W. Marcum, Jr. The site survey was performed by Frank L. Sellinger. Page C1 of Exhibit B is drawn to a scale of no less than one (1) inch equals 200 feet, and identifies every owner of real estate within 500 feet of the proposed tower (according to the records maintained by the County Property Valuation Administrator). Every structure and every easement within 500 feet of the proposed tower or within 200 feet of the access road including intersection with the public street system is illustrated in Exhibit B.

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

22. Applicant has notified the Floyd County Judge Executive by certified mail, return receipt requested, of the proposed construction. This notice included the PSC docket number under which the application will be processed and informed the Floyd County Judge Executive of his/her right to request intervention. A copy of this notice is attached as Exhibit M.

23. Two notice signs meeting the requirements prescribed by 807 KAR 5:063 measuring at least two (2) feet in height and four (4) feet in width with all required language

in letters of required height have been posted in a visible location on the proposed site and on the nearest public road. Such signs shall remain posted for at least two (2) weeks after filing of the Application, and a copy of the posted text is attached as Exhibit N. Notice of the location of the proposed facility has also been published in a newspaper of general circulation in the county where the WCF is located.

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

25. The process that was used by the Applicant's radio frequency engineers in selecting the site for the proposed WCF was consistent with the general process used for selecting all other existing and proposed WCF facilities within the proposed network design area. Applicant's radio frequency engineers have conducted studies and tests in order to develop a highly efficient network that is designed to serve the Federal Communications Commission licensed service area. The engineers determined an optimum area for the placement of the proposed facility in terms of elevation and location to provide the best quality service to customers in the service area. A radio frequency design search area prepared in reference to these radio frequency studies was considered by the Applicant when searching for sites for its antennas that would provide the coverage deemed necessary by the Applicant. Before beginning the site acquisition process, Applicant carefully evaluated locations within the search area for co-location opportunities on existing structures. Applicant has determined that its radio frequency requirements would be met by co-location of its facilities at the Rough-N-Tuff Site owned by East Kentucky Network,

and tentatively concludes that the Rough-N-Tuff Site would be suitable in all respects for co-location of Applicant's facilities to provide service in the subject area. However, East Kentucky Network refuses to discuss co-location with Applicant, and no additional suitable towers or other existing tall structures were found in the immediate area that would meet the technical requirements for the element of the telecommunications network to be provided by the proposed facility. A map of the area in which the tower is proposed to be located which is drawn to scale and clearly depicts the necessary search area within which the site should be located pursuant to radio frequency requirements is attached as Exhibit O.

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

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

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

28. A copy of this Application has been served upon East Kentucky Network, LLC, Attn: Michael Huffman, Controller, 355 Village Drive, P.O. Box 405, Prestonsburg, KY 41653 via Certified Mail, Return Receipt Requested.

WHEREFORE, Applicant respectfully requests that the PSC:

1. Accept the foregoing Application for filing;

2. Institute, on an expedited basis, the procedures as described herein to enforce Kentucky's regulatory and statutory requirements and policies by making East Kentucky Network a party to this case and by conducting formal proceedings, including a hearing, to ensure full review of the feasibility of co-location of Applicant's facilities at the Rough-N-Tuff Site owned by East Kentucky Network;

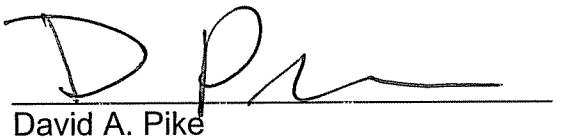
3. Order East Kentucky Network to abandon its current policy and practice of refusing to negotiate with carriers who wish to co-locate facilities on East Kentucky Network sites;

4. Issue its findings that such policy and practice is in contravention of Kentucky law requiring reasonable utility practices, prohibiting wasteful duplication of utility facilities, and avoiding unnecessary proliferation of wireless telecommunications towers, and furthermore is an impediment to the Governor's stated goal of ensuring that all Kentuckians, including those in the rural areas served by East Kentucky Network, have access to new technological innovations, including broadband;

5. Order East Kentucky Network to enter into an agreement, on reasonable terms and conditions consistent with industry practice, permitting co-location of Applicant's facilities at the Rough-N-Tuff Site owned by East Kentucky Network or, in the alternative, if the evidence demonstrates that co-location of Applicant's facilities at the Rough-N-Tuff Site is not feasible, issue an order determining that the requirements of KRS §§ 278.020(1), 278.650,

and 278.665 and all applicable rules and regulations of the PSC have been met and granting a Certificate of Public Convenience and Necessity to construct and operate the WCF at the location set forth herein.

Respectfully submitted,



David A. Pike
Pike Legal Group, PLLC
1578 Highway 44 East, Suite 6
P. O. Box 369
Shepherdsville, KY 40165-0369
Telephone: (502) 955-4400
Telefax: (502) 543-4410
Attorney for BellSouth Mobility, LLC,
d/b/a Cingular Wireless – Kentucky

LIST OF EXHIBITS

A - Business Entity and FCC License Documentation

B - Site Development Plan:

500' Vicinity Map
Legal Descriptions
Flood Plain Certification
Site Plan
Vertical Tower Profile

C - Tower and Foundation Design and Qualifications Statement

D - Competing Utilities, Corporations, or Persons List and Map of Like Facilities in Vicinity

E - Co-location Report

F - FAA Determination of No Hazard to Air Safety

G - Approval of Kentucky Airport Zoning Commission

H - Geotechnical Report

I - Directions to WCF Site

J - Copy of Real Estate Agreement

K - Notification Listing

L - Copy of Property Owner Notification

M - Copy of County Judge/Executive Notification

N - Copy of Posted Notices

O - Copy of Radio Frequency Design Search Area

EXHIBIT A
BUSINESS ENTITY AND FCC LICENSE DOCUMENTATION

JOHN Y. BROWN III
SECRETARY OF STATE

CERTIFICATE

I, JOHN Y. BROWN III, Secretary of State for the Commonwealth of Kentucky, do hereby certify that the foregoing writing has been carefully compared by me with the original record thereof, now in my official custody as Secretary of State and remaining on file in my office, and found to be a true and correct copy of CERTIFICATE OF ASSUMED NAME OF

CINGULAR WIRELESS – KENTUCKY ADOPTED BY BELLSOUTH MOBILITY LLC FILED MARCH 7, 2001.

IN WITNESS WHEREOF, I have here unto set my hand and affixed my Official seal at Frankfort, Kentucky this 2ND day of July, 2003.

John Y. Brown, III

John Y. Brown, III
Secretary of State
Commonwealth of Kentucky
TB

0503086.12

COMMONWEALTH OF KENTUCKY
JOHN Y. BROWN III
SECRETARY OF STATE

John Y Brown III
Secretary of State
Received and Filed
[illegible] 2001 01:06 PM
Fee Receipt: $20.00
[illegible]

CERTIFICATE OF ASSUMED NAME

This certifies that the assumed name of

CINGULAR WIRELESS - KENTUCKY

has been adopted by BELLSOUTH MOBILITY LLC

which is the "real name" of [YOU MUST CHECK ONE]

_____ a Domestic General Partnership	_____ a Foreign General Partnership
_____ a Domestic Registered Limited Liability Partnership	_____ a Foreign Registered Limited Liability Partnership
_____ a Domestic Limited Partnership	_____ a Foreign Limited Partnership
_____ a Domestic Business Trust	_____ a Foreign Business Trust
_____ a Domestic Corporation	_____ a Foreign Corporation
_____ a Domestic Limited Liability Company	X a Foreign Limited Liability Company
_____ a Joint Venture	

organized and existing in the state or country of Georgia, and whose address is

5565 Glenridge Connector	Atlanta	GA	30342
Street address, if any	City	State	Zip Code

The certificate of assumed name is executed by

Elizabeth Russell

Elizabeth Russell, Asst Sec. of Manager,
BellSouth Cellular Corp
March 9, 2001

Signature

Print or type name and title

Date

Signature

Print or type name and title

Date

SOC-228 (7/98) (See attached sheet for instructions)

COMMONWEALTH OF KENTUCKY

JOHN Y. BROWN III
SECRETARY OF STATE

CERTIFICATE

I, JOHN Y. BROWN III, Secretary of State for the Commonwealth of Kentucky, do hereby certify that the foregoing writing has been carefully compared by me with the original record thereof, now in my official custody as Secretary of State and remaining on file in my office, and found to be a true and correct copy of CERTIFICATE OF AUTHORITY OF

BELLSOUTH MOBILITY LLC FILED OCTOBER 3, 2000.

IN WITNESS WHEREOF, I have here unto set my hand and affixed my Official seal at Frankfort, Kentucky this 2ND day of July, 2003.

John Y. Brown, III

John Y. Brown, III
Secretary of State
Commonwealth of Kentucky
TB

COMMONWEALTH OF KENTUCKY
JOHN Y. BROWN III
SECRETARY OF STATE

0503086.06

John Y. Brown III
Secretary of State
Received and Filed
10/03/2000 12:15 PM
Fee Receipt: $90.00

APPLICATION FOR CERTIFICATE OF AUTHORITY

Pursuant to the provisions of KRS Chapter 275, the undersigned hereby applies for authority to transact business in Kentucky on behalf of the limited liability company named below and for that purpose submits the following statements:

1. The company is ☒ a limited liability company (LLC).
   ☐ a professional limited liability company (PLLC).

2. The name of the limited liability company is
   BELLSOUTH MOBILITY LLC

3. The name of the limited liability company to be used in Kentucky is
   _____
   (If "exact name" is unavailable for use)

4. GEORGIA is the state or country of organization.

5. September 29, 2000 is the date of organization and, if the limited liability company has a specific date of dissolution, the latest date upon which the limited liability company is to dissolve is N/A.

6. The street address of the office required to be maintained in the state of formation or, if not so required, the principal office address is
   1100 PEACHTREE STREET, SUITE 1000, ATLANTA, GA 30309

7. The names and usual business addresses of the current managers, if any, are as follows:
   N/A
   _____ _____
   Name Address
   _____ _____
   Name Address
   (Attach a continuation, if necessary)

8. The street address of the registered office in Kentucky is
   421 West Main Street, Frankfort, Kentucky, 40601
   Street City State Zip Code
   and the name of the registered agent at that office is
   THE PRENTICE-HALL CORPORATION SYSTEM, INC.

9. This application will be effective upon filing, unless a delayed effective date and/or time is specified:
   _____
   (Delayed effective date not to exceed 90 days)

I certify that, as of the date of filing this application, the above-named limited liability company validly exists as a limited liability company under the laws of the jurisdiction of its formation.

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

THE PRENTICE-HALL CORPORATION SYSTEM, INC.
I, _____, consent to serve as the registered agent on behalf of the limited liability company.
Type or print name of registered agent

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

SLL-002 (2/98) (See attached sheet for instructions)

Federal Communications Commission
Wireless Telecommunications Bureau

Radio Station Authorization (Reference Copy)

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.

Licensee: BellSouth Personal Communications, LLC

ATTN Kellye Abernathy
BellSouth Personal Communications, LLC
17330 Preston Rd. Suite 100A
Dallas, TX 75252

FCC Registration Number (FRN): 0004205977	
Call Sign: KNKN861	**File Number:**
Radio Service: CL - Cellular	
Market Number CMA451	**Channel Block** A
Market Name Kentucky 9 - Elliott	**Sub-Market Designator** 0

Grant Date	Effective Date	Expiration Date	Five Yr Build-Out Date	Print Date
08/21/2001	10/11/2002	10/01/2011	02/04/1997	10/08/2004

Site Information

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
3	37-45-27.3 N	083-03-48.6 W			

Address	City	County	State	Construction Deadline
0.2 MILE EAST OF INTERSECTION OF ROUTES 7 & 114	SALYERSVILLE	MAGOFFIN	KY	

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	112.0	117.0	111.0	103.0	116.0	104.0	127.0	134.0
Transmitting ERP (watts)	85.000	85.000	85.000	85.000	85.000	85.000	85.000	85.000

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
4	37-37-34.0 N	082-19-02.2 W	560.8	60.9	

Address	City	County	State	Construction Deadline
SITE - CANADA; 2.2 MILES EAST OF SIDNEY, 1.5 MILES NORTH OF CANADA	Williamson	PIKE	KY	

Antenna: 1 Azimuth (degrees from true north)	**0°**	**45°**	**90°**	**135°**	**180°**	**225°**	**270°**	**315°**
Antenna Height AAT (meters)	324.6	264.9	330.8	206.4	167.6	223.6	256.6	284.1
Transmitting ERP (watts)	1.080	0.580	5.040	67.980	258.460	283.400	163.080	23.570

Location	**Latitude**	**Longitude**	**Ground Elevation (meters)**	**Structure Hgt to Tip (meters)**		**Antenna Structure Registration No.**
5	38-03-04.7 N	082-38-07.3 W	292.8	60.7		
Address			**City**	**County**	**State**	**Construction Deadline**
Torchlight Road			LOUISA	LAWRENCE	KY	

Antenna: 1 Azimuth (degrees from true north)	**0°**	**45°**	**90°**	**135°**	**180°**	**225°**	**270°**	**315°**
Antenna Height AAT (meters)	135.7	109.4	92.2	94.1	120.8	96.7	104.1	107.7
Transmitting ERP (watts)	23.680	2.060	3.110	31.660	69.970	54.210	55.450	68.610

Location	**Latitude**	**Longitude**	**Ground Elevation (meters)**	**Structure Hgt to Tip (meters)**		**Antenna Structure Registration No.**
6	37-16-05.4 N	082-21-36.2 W	871.4	29.6		
Address			**City**	**County**	**State**	**Construction Deadline**
2379 Elkhorn Creek Road			Elkhorn City	PIKE	KY	

Antenna: 1 Azimuth (degrees from true north)	**0°**	**45°**	**90°**	**135°**	**180°**	**225°**	**270°**	**315°**
Antenna Height AAT (meters)	490.4	448.1	354.3	408.1	364.4	354.1	375.5	451.3
Transmitting ERP (watts)	40.480	17.900	0.960	0.100	0.400	11.420	38.580	24.790

Location	**Latitude**	**Longitude**	**Ground Elevation (meters)**	**Structure Hgt to Tip (meters)**		**Antenna Structure Registration No.**
7	38-05-15.0 N	083-07-14.2 W	303.0	60.4		
Address			**City**	**County**	**State**	**Construction Deadline**
SANDY HOOK CELL SITE KY HWY 32			SANDY HOOK	ELLIOTT	KY	

Antenna: 1 Azimuth (degrees from true north)	**0°**	**45°**	**90°**	**135°**	**180°**	**225°**	**270°**	**315°**
Antenna Height AAT (meters)	74.2	90.4	79.6	74.8	56.7	51.1	44.5	55.4
Transmitting ERP (watts)	47.420	44.870	44.230	44.230	46.100	45.160	46.100	45.900

Location	**Latitude**	**Longitude**	**Ground Elevation (meters)**	**Structure Hgt to Tip (meters)**		**Antenna Structure Registration No.**
8	37-56-10.7 N	083-15-13.4 W	338.4	80.7		1043797
Address			**City**	**County**	**State**	**Construction Deadline**
WEST LIBERTY CELL SITE 1 MI N OF WEST LIBERTY			WEST LIBERTY	MORGAN	KY	

Antenna: 1 Azimuth (degrees from true north)	**0°**	**45°**	**90°**	**135°**	**180°**	**225°**	**270°**	**315°**
Antenna Height AAT (meters)	109.1	109.1	105.9	133.3	129.4	117.5	133.4	108.3
Transmitting ERP (watts)	80.020	75.720	74.640	74.640	77.800	76.210	77.800	77.460

Location	**Latitude**	**Longitude**	**Ground Elevation (meters)**	**Structure Hgt to Tip (meters)**		**Antenna Structure Registration No.**
11	37-55-38.1 N	082-43-19.6 W	271.3	95.7		1043796
Address			**City**	**County**	**State**	**Construction Deadline**
542 Ulysses Tower Road			Louisa	LAWRENCE	KY	

Antenna: 1 Azimuth (degrees from true north)	**0°**	**45°**	**90°**	**135°**	**180°**	**225°**	**270°**	**315°**
Antenna Height AAT (meters)	101.3	121.6	117.3	96.6	99.5	116.6	73.1	94.6
Transmitting ERP (watts)	73.100	69.170	68.190	68.190	71.080	69.620	71.080	70.770

Location	**Latitude**	**Longitude**	**Ground Elevation (meters)**	**Structure Hgt to Tip (meters)**		**Antenna Structure Registration No.**
12	37-49-02.0 N	082-33-35.9 W	315.5	107.0		1002325
Address			**City**	**County**	**State**	**Construction Deadline**
INEZ CELL SITE 3 MILES SOUTH OF INTERSECTION OF RTE 3 & RTE 645			INEZ	MARTIN	KY	

Antenna: 1 Azimuth (degrees from true north)	**0°**	**45°**	**90°**	**135°**	**180°**	**225°**	**270°**	**315°**
Antenna Height AAT (meters)	151.7	141.7	143.0	125.5	106.2	118.4	137.7	143.6
Transmitting ERP (watts)	25.550	18.090	1.150	0.470	7.660	20.960	16.230	14.700

Location	**Latitude**	**Longitude**	**Ground Elevation (meters)**	**Structure Hgt to Tip (meters)**		**Antenna Structure Registration No.**
13	37-35-18.0 N	082-27-04.5 W	463.3	108.2		1003760
Address			**City**	**County**	**State**	**Construction Deadline**
1.5 MI N OF US 119 ON FORD MOUNTAIN ROAD			META	PIKE	KY	

Antenna: 1 Azimuth (degrees from true north)	**0°**	**45°**	**90°**	**135°**	**180°**	**225°**	**270°**	**315°**
Antenna Height AAT (meters)	224.7	193.6	175.0	218.8	211.1	240.5	211.1	251.7
Transmitting ERP (watts)	39.120	39.120	39.120	39.120	39.120	39.120	39.120	39.120

Location	**Latitude**	**Longitude**	**Ground Elevation (meters)**	**Structure Hgt to Tip (meters)**		**Antenna Structure Registration No.**
14	37-18-52.9 N	082-30-11.9 W	626.2	126.2		1043792
Address			**City**	**County**	**State**	**Construction Deadline**
HIGHWAY CELL SITE KY HIGHWAY 611, 3 MILES EAST OF US ROUTE 23			DORTON	PIKE	KY	

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	355.3	337.1	342.7	239.8	154.7	198.1	305.8	335.4
Transmitting ERP (watts)	35.330	35.330	35.330	35.330	35.330	35.330	35.330	35.330

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.
17	37-30-04.3 N	082-13-39.2 W	768.1	43.3		
Address			City	County	State	Construction Deadline
2191 Dicks Knob Road			Phelps	PIKE	KY	

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	397.6	452.3	372.7	298.2	351.6	355.1	343.4	387.2
Transmitting ERP (watts)	89.140	84.350	83.150	83.150	86.670	84.890	86.670	86.290

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.
18	38-06-36.6 N	082-36-36.2 W	252.1	118.0		1052938
Address			City	County	State	Construction Deadline
SR-2565 Tower Hill Road			LOUISA	LAWRENCE	KY	

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	154.9	83.9	84.0	112.4	106.1	91.7	122.6	118.1
Transmitting ERP (watts)	0.710	0.100	0.100	1.870	19.640	5.270	6.110	18.750

Control Points

Control Point No.	Address	City	County	State	Telephone Number
1	1650 Lyndon Farms Court	LOUISVILLE		KY	(502)329-4700
Control Point No.	Address	City	County	State	Telephone Number
2	707 CONCORD ROAD	KNOXVILLE		TN	

Waivers/Conditions

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

Conditions
Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right

in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. Section 310(d). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended. See 47 U.S.C. Section 706.

FCC 601 - C
August 2002

CLOSE WINDOW

EXHIBIT B

SITE DEVELOPMENT PLAN:

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

BRAINARD
SITE ID: 6064

ROUGH & TOUGH ROAD
FLOYD COUNTY
PRESTONBURG, KENTUCKY 41653

PROPOSED 340' GUYED TOWER
WITH MULTIPLE CARRIERS

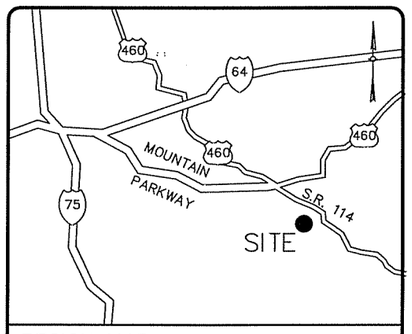
cingular WIRELESS

GENERAL DYNAMICS WIRELESS
1650 LYNDON FARMS COURT
LOUISVILLE, KENTUCKY 40223
CONTACT: BRIAN JOHNS
PHONE: (502) 426-9103

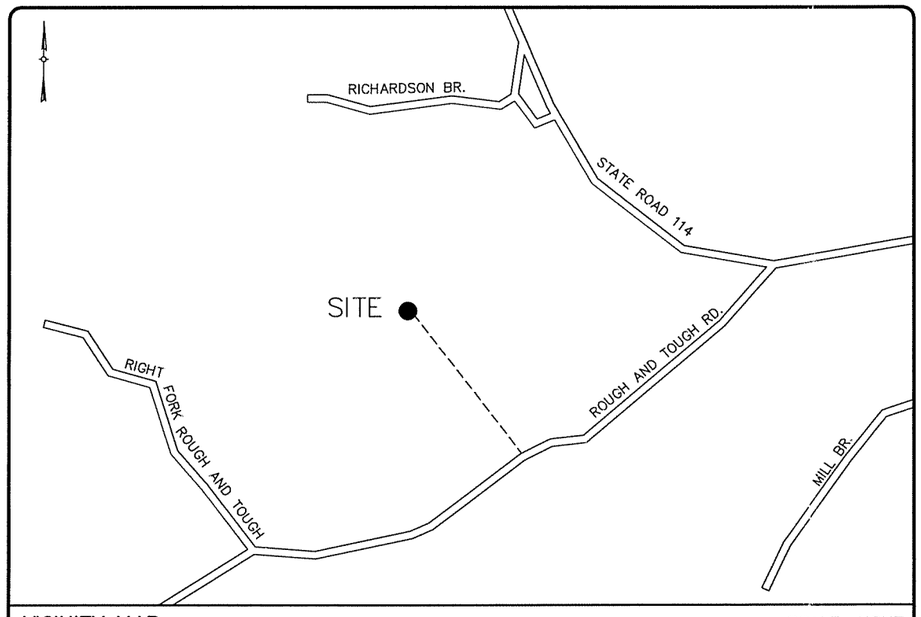
PROJECT MANAGER

UTILITY PROTECTION NOTE

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



REGION MAP SCALE: NONE



VICINITY MAP SCALE: NONE

ARCHITECTURAL DESIGN ENGINEER

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

SURVEYING

F.S. Land Company
T. Alan Neal Company
Land Surveyors and Consulting Engineering
PO Box 17546, 2313/2315 Crittenden Drive
Louisville, Kentucky 40217
Phone: (502) 635-5866, (502) 636-5111
Fax: (502) 636-5263

DIRECTIONS FROM COUNTY SEAT:
FROM PRESTONBURG, TAKE SR 1428 NW TO SR 114. TURN LEFT ON SR 114 GO TO ROUGH & TOUGH RD. TURN LEFT ONTO ROUGH & TOUGH RD. AND THE SITE WILL BE ON THE RIGHT AT 128 ROUGH AND TOUGH RD.

DIRECTIONS FROM LOUISVILLE:
FROM LOUISVILLE, TAKE I-64 EAST TO THE COMBS MOUNTAIN PARKWAY (EXIT 98). TAKE THE COMBS MOUNTAIN PARKWAY UNTIL IT STOPS AT US 460. TURN RIGHT ON US 460 AND GO TO SR 114. TAKE SR 114 TO ROUGH & TOUGH RD. TURN RIGHT ON ROUGH & TOUGH RD. AND THE SITE WILL BE ON THE RIGHT AT 128 ROUGH & TOUGH RD.

DIRECTIONS TO SITE

SITE NAME

BRAINARD

SITE ADDRESS

ROUGH & TOUGH RD.
PRESTONBURG, KY 41653

1A COORDINATES:

LAT: 37°38'47.70" N
LONG: 82°53'18.36" W
ELEV: 1288'

PROPERTY OWNER

ELIZA DOTSON
128 ROUGH & TOUGH RD.
PRESTONBURG, KY 41653

APPLICANT

BELLSOUTH MOBILITY LLC
1650 LYNDON FARMS COURT
LOUISVILLE, KENTUCKY 40223
CONTACT: CHRIS THARP
PHONE: (502) 394-7524

MAP NUMBER

6

PARCEL NUMBER

10

LEASE AREA

LEASE AREA = 10,000 S.F.

SOURCE OF TITLE

DEED BOOK 276, PAGE 81

PROJECT INFORMATION

INDEX OF ZONING DRAWINGS

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

SHEET INDEX

ELECTRIC COMPANY
BIG SANDY RECC
CONTACT: DAVE ROBINSON
OFFICE: (606) 205-0759

TELEPHONE COMPANY
BELLSOUTH
CONTACT: BRADLEY SLOAN
PHONE: (606) 874-1218

UTILITY CONTACTS

cingular WIRELESS

GENERAL DYNAMICS
Wireless Services

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

STATE OF KENTUCKY
CHARLES E. WEITER
11220
LICENSED PROFESSIONAL ENGINEER

SITE NAME: BRAINARD
SITE ID: 6064
SITE ADDRESS: ROUGH & TOUGH RD. PRESTONBURG, KY 41653
LEASE AREA: 10,000 S.F.
PROPERTY OWNER: ELIZA DOTSON 128 ROUGH & TOUGH RD. PRESTONBURG, KY 41653
MAP NUMBER: 6
PARCEL NUMBER: 10
SOURCE OF TITLE: DEED BOOK 276, PAGE 81
LATITUDE: 37°38'47.70"N
LONGITUDE: 82°53'18.36"W

NO.	REVISION/ISSUE	DATE
1.	ISSUE FOR COMMENT	6/1/04
2.	CINGULAR REVISIONS	6/8/04
3.	CINGULAR REVISIONS	10/7/04

TITLE: TITLE SHEET, SITE INFO AND SHEET INDEX

SHEET: T-1

J:\General Dynamics\Brainard\Brainard-T1.dwg

SHEET 1

S1/1 – VICINITY AND 500' STRUCTURAL MAP

S1/2 – ABUTTING PROPERTY OWNERS

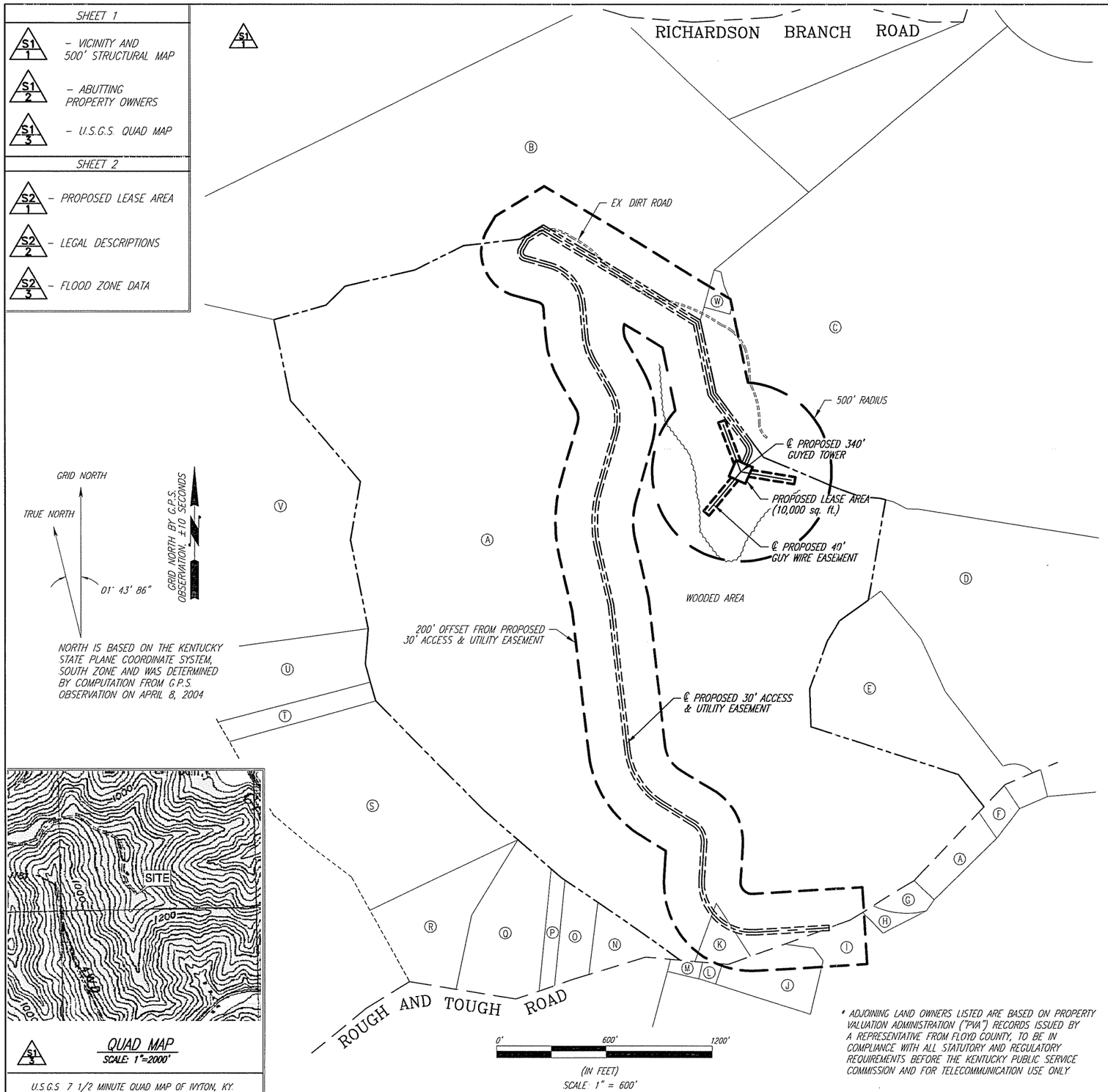
S1/3 – U.S.G.S. QUAD MAP

SHEET 2

S2/1 – PROPOSED LEASE AREA

S2/2 – LEGAL DESCRIPTIONS

S2/3 – FLOOD ZONE DATA



S1/3 QUAD MAP
SCALE: 1"=2000'

U.S.G.S. 7 1/2 MINUTE QUAD MAP OF IVYTON, KY.

* ADJOINING LAND OWNERS LISTED ARE BASED ON PROPERTY VALUATION ADMINISTRATION ("PVA") RECORDS ISSUED BY A REPRESENTATIVE FROM FLOYD COUNTY, TO BE IN COMPLIANCE WITH ALL STATUTORY AND REGULATORY REQUIREMENTS BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION AND FOR TELECOMMUNICATION USE ONLY.

S1/2

(A) MAP 6, LOT 10
DOTSON, ELIZA C/O JAMES DOTSON
128 ROUGH & TOUGH ROAD
PRESTONSBURG, KY 41653
WILL BOOK 0, PAGE 396
NO ZONING

(B) MAP 6, LOT 5.03
NELSON, DONNIE RAY & CHRISTINE
C/O WALTER NELSON
596 RICHARDSON BRANCH ROAD
PRESTONSBURG, KY 41653
DEED BOOK 288, PAGE 55
NO ZONING

(C) MAP 6, LOT 6
DOTSON, LESTER JR.
1024 SOUTH 1450 EAST
AKRON, INDIANA 46910
DEED BOOK 280, PAGE 67
NO ZONING

MAP 6, LOT 6
HILL, EVA LEE D. KRUSE
3701 EL PASO AVE
DAYTON, OH 45406
DEED BOOK 278, PAGE 116
NO ZONING

MAP 6, LOT 6
JOHNSON, ETHEL
243 JACK ARNETT BRANCH
PRESTONSBURG, KY 41653
DEED BOOK 278, PAGE 116
NO ZONING

MAP 6, LOT 6
MEREDITH, MAE
7401 KY RT 114
PRESTONSBURG, KY 41653
NO ZONING

(D) MAP 6, LOT 11.08
DOTSON, WILLARD
797 ROUGH & TOUGH ROAD
PRESTONSBURG, KY 41653
DEED BOOK 276, PAGE 269
NO ZONING

(E) MAP 6, LOT 8
DOTSON, WILLARD
797 ROUGH & TOUGH ROAD
PRESTONSBURG, KY 41653
DEED BOOK 136, PAGE 361
NO ZONING

(F) MAP 6, LOT 9
DOTSON, BOB
820 ROUGH & TOUGH ROAD
PRESTONSBURG, KY 41653
DEED BOOK 146, PAGE 24
NO ZONING

(G) MAP 6, LOT 11.01
DOTSON, JAMES D. & BONNIE
108 ROUGH & TOUGH ROAD
PRESTONSBURG, KY 41653
DEED BOOK 387, PAGE 486
NO ZONING

(H) MAP 6, LOT 11.06
PRATER, DARRELL & DONNA
998 ROUGH & TOUGH ROAD
PRESTONSBURG, KY 41653
DEED BOOK 351, PAGE 33
NO ZONING

(I) MAP 6, LOT 11
PRATER, DARRELL & DONNA
AND/OR DENA PRATER
998 ROUGH & TOUGH ROAD
PRESTONSBURG, KY 41653
NO DEED OF RECORD FOUND
NO ZONING

(J) MAP 6, LOT 12
SPEARS, OTTO
1092 ROUGH & TOUGH ROAD
PRESTONSBURG, KY 41653
NO DEED OF RECORD FOUND
NO ZONING

(K) MAP 6, LOT 13
SLONE, GRAYDON & BARBARA
1159 ROUGH & TOUGH ROAD
PRESTONSBURG, KY 41653
DEED BOOK 334, PAGE 427
NO ZONING

(L) MAP 6, LOT 12.01
SPEARS, HERBERT & ANDREA D.
1030 ROUGH & TOUGH ROAD
PRESTONSBURG, KY 41653
DEED BOOK 375, PAGE 571
NO ZONING

(M) MAP 6, LOT 12.02
SPEARS, JACK & BERTHA ANN
1156 ROUGH & TOUGH ROAD
PRESTONSBURG, KY 41653
DEED BOOK 375, PAGE 653
NO ZONING

(N) MAP 6, LOT 14
ADAMS, AARON & VERSIE
1289 ROUGH & TOUGH ROAD
PRESTONSBURG, KY 41653
DEED BOOK 215, PAGE 620
NO ZONING

(O) MAP 6, LOT 14.01
MCKENZIE, CLARENCE ARRON
320 CEDAR ESTATES
PRESTONSBURG, KY 41653
DEED BOOK 445, PAGE 345
NO ZONING

(P) MAP 6, LOT 14.03
WATKINS, JAMES C. & FREDA K
1463 ROUGH & TOUGH ROAD
PRESTONSBURG, KY 41653
DEED BOOK 432, PAGE 565
NO ZONING

(Q) MAP 6, LOT 14.02
WATKINS, JAMES & FREDA
1397 ROUGH & TOUGH ROAD
PRESTONSBURG, KY 41653
DEED BOOK 299, PAGE 654
NO ZONING

(R) MAP 6, LOT 16.13
CALDWELL, JAMES K
1212 WEST HILLCREST AVENUE
DAYTON, OH 45406
DEED BOOK 371, PAGE 460
NO ZONING

(S) MAP 6, LOT 17.02
CALDWELL, JAMES K & LEE J.
1212 W HILLCREST AVENUE
DAYTON, OH 45406
DEED BOOK 371, PAGE 464
NO ZONING

(T) MAP 6, LOT 17.03
CALDWELL, LEE JAMES
ROUTE 7 BOX 65
GUNLOCK, KY 41465
DEED BOOK 329, PAGE 165
NO ZONING

(U) MAP 6, LOT 17
CALDWELL, BARBARA
1886 ROUGH & TOUGH ROAD
PRESTONSBURG, KY 41653
DEED BOOK 474, PAGE 398
NO ZONING

(V) MAP 6, LOT 18
WRIGHT, JAMES L & JEANETTE
1958 ROUGH & TOUGH ROAD
PRESTONSBURG, KY 41653
DEED BOOK 254, PAGE 111
NO ZONING

(W) MAP 6, LOT 6.01
EAST KENTUCKY NETWORK, LLC
d/b/a APPALACHIAN CELLULAR
P.O. BOX 405
PRESTONBURG, KY 41653
DEED BOOK 493, PAGE 208
NO ZONING

cingular WIRELESS

GENERAL DYNAMICS
Wireless Services

F.S. Land Company
T. Alan Neal Company
Land Surveyors and Consulting Engineers
PO Box 17546 2313/2315 Crittenden Drive
Louisville, KY 40217
Phone: (502) 635-5866 (502) 636-5111
Fax: (502) 636-5263

SITE NUMBER:
6064

SITE NAME:
BRAINARD

SITE ADDRESS:
ROUGH & TOUGH ROAD
PRESTONBURG, KY 41653

PROPOSED LEASE AREA:
AREA = 10,000 sq ft

PROPERTY OWNER:
ELIZA DOTSON
128 ROUGH & TOUGH ROAD
PRESTONBURG, KY 41653

MAP NUMBER:
6

PARCEL NUMBER:
10

SOURCE OF TITLE:
DEED BOOK 276, PAGE 81

DWG BY:	CHKD BY:	DATE:
KAP	FSII	06.02.04

FSTAN PROJECT NO.
04-2593

SHEET 1 OF 2

REVISIONS:

TOWER LAYOUT & ACCESS ESMT. 07.01.04
ACCESS ESMT. - 10.02.04
REVISED LANDOWNER LIST - 10.07.04
SITE ADDRESS - 10.12.04

C1

SHEET 1

S1/1 – VICINITY AND 500' STRUCTURAL MAP

S1/2 – ABUTTING PROPERTY OWNERS

S1/3 – U.S.G.S. QUAD MAP

SHEET 2

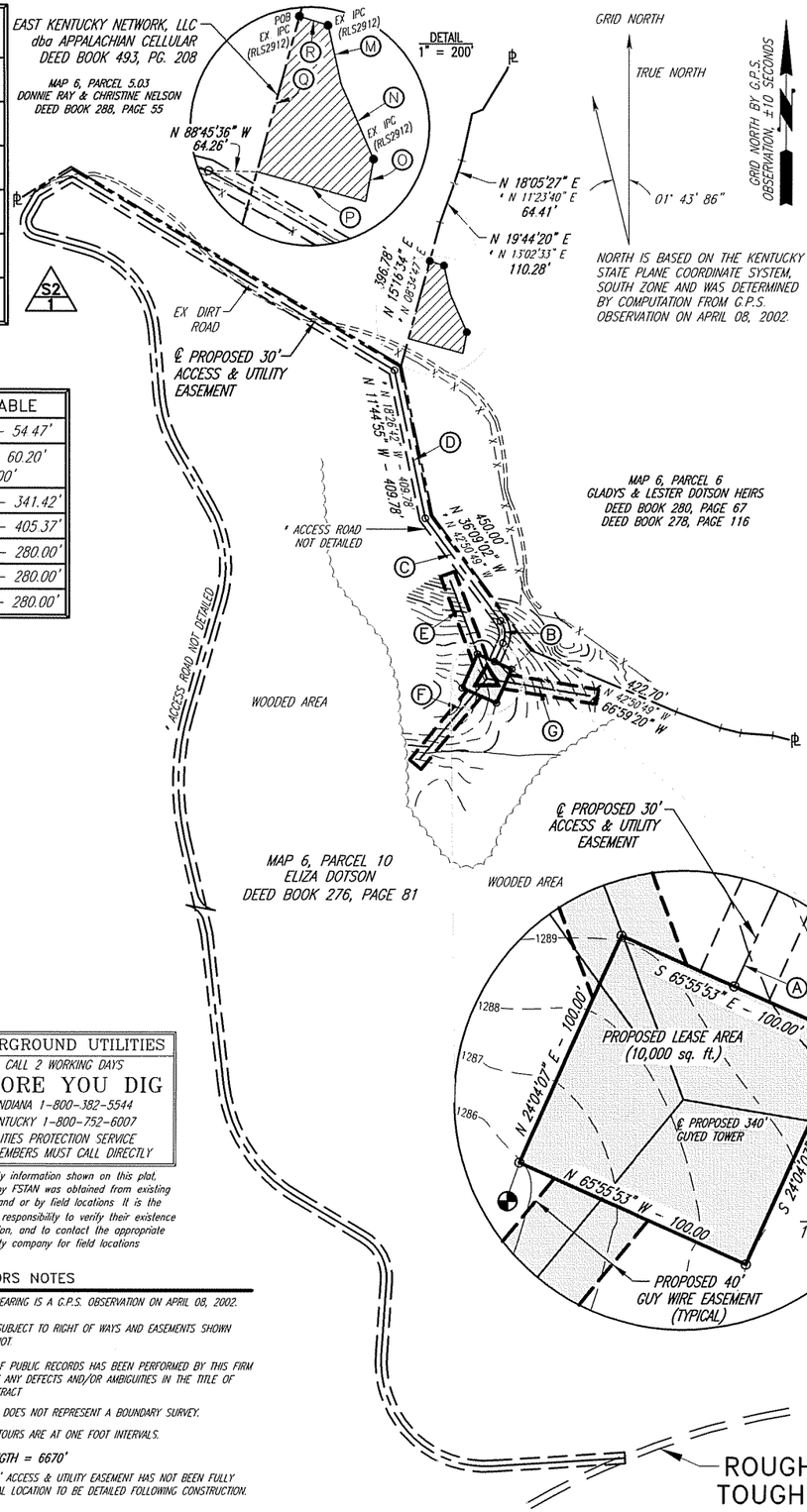
S2/1 – PROPOSED LEASE AREA

S2/2 – LEGAL DESCRIPTIONS

S2/3 – FLOOD ZONE DATA

EXISTING APPALACHIAN WIRELESS LEASE AREA	
M	S 12°42'47" E – 80.15' S 19°24'34" E – 80.15' DEED
N	S 23°13'56" E – 109.14' S 29°55'43" E – 109.14' DEED
O	S 10°44'29" W – 57.37' S 04°02'41" W – 57.37' DEED
P	N 74°43'29" W – 150.00' N 81°25'16" W – 150.00' DEED
Q	N 15°16'34" E – 215.00' N 08°34'47" E – 215.00' DEED
R	S 72°23'18" E – 39.93' S 79°05'06" E – 39.93' DEED

ACCESS LINE TABLE	
A	N 24°04'07" E – 54.47'
B	N 6°02'27" W – 60.20' RADIUS = 60.00'
C	N 36°09'02" W – 341.42'
D	N 11°44'55" W – 405.37'
E	N 20°31'12" W – 280.00'
F	S 39°28'48" W – 280.00'
G	S 80°31'12" E – 280.00'



0' 200' 400' 800'

(IN FEET)
SCALE 1" = 400'

COORDINATE POINT LOCATION

NAD 1983
LATITUDE: 37° 38' 47.70"
LONGITUDE: 82° 53' 18.36"
NAVD 1988
ELEVATION: 1288'
STATE PLANE COORDINATE SOUTH ZONE (BLUE MARBLE GEOGRAPHIC CALCULATOR VERSION 3.0)
NORTHING: 2131112.4755
EASTING: 2468803.1319

POWER POLE

UTILITY COMPANY: BIG SANDY RECC
IDENTIFICATION #: N/A

PROJECT BENCHMARK

NORTH: 2131087.2131
EAST: 2468737.0897
ELEVATION: 1285.97
LOCATION: BEING A SET IPC LOCATED AT THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA.

SYMBOL LEGEND

- WOOD POWER POLE
- LIGHT POLE
- GUY POLE
- TELEPHONE PEDESTAL
- GUY ANCHOR
- (S) SANITARY SEWER MANHOLE
- (D) DRAIN SEWER MANHOLE
- (M) MANHOLE
- WV WATER VALVE
- (W) WATER METER
- FIRE HYDRANT
- E ELECTRIC BOX
- F.P. FENCE POST
- SET #5 REBAR (UNLESS OTHERWISE NOTED)
- EXISTING #5 REBAR (UNLESS OTHERWISE NOTED)

ABBREVIATIONS

EP	EDGE OF PAVEMENT
ROW	RIGHT OF WAY
℄	CENTERLINE
RCP	REINFORCED CONCRETE PIPE
CONC	CONCRETE
CMP	CORRUGATED METAL PIPE
℘	SUBJECT PROPERTY LINE
TC	TOP OF CURB
BC	BOTTOM OF CURB
POB	POINT OF BEGINNING

LINE LEGEND

- P—P—P— OVERHEAD ELECTRIC
- G—G—G— UNDERGROUND GAS LINE
- W—W—W— UNDERGROUND WATER LINE
- SS—SS—SS— UNDERGROUND SANITARY SEWER LINE
- T—T— OVERHEAD TELEPHONE LINE
- D—D— DRAINAGE/STORM SEWER LINE
- X—X—X— EXISTING FENCE
- XX—XX—XX— PROPOSED FENCE
- SUBJECT PROPERTY BOUNDARY
- RIGHT OF WAY CENTERLINE

NOTE: SYMBOLS, ABBREVIATIONS, OR LINESTYLES DO NOT NECESSARILY APPEAR ON DRAWING(S). USE ONLY AS APPLICABLE

UNDERGROUND UTILITIES
CALL 2 WORKING DAYS
BEFORE YOU DIG
INDIANA 1-800-382-5544
KENTUCKY 1-800-752-6007
UTILITIES PROTECTION SERVICE
NON-MEMBERS MUST CALL DIRECTLY

The utility information shown on this plat, prepared by FSTAN was obtained from existing records and or by field locations. It is the contractor's responsibility to verify their existence and location, and to contact the appropriate utility company for field locations

SURVEYORS NOTES

SOURCE OF BEARING IS A G.P.S. OBSERVATION ON APRIL 08, 2002.

SITE SHOWN SUBJECT TO RIGHT OF WAYS AND EASEMENTS SHOWN HEREON OR NOT.

NO SEARCH OF PUBLIC RECORDS HAS BEEN PERFORMED BY THIS FIRM TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN THE TITLE OF THE PARENT TRACT

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

EXISTING CONTOURS ARE AT ONE FOOT INTERVALS.

ACCESS LENGTH = 6670'

* PROPOSED 30' ACCESS & UTILITY EASEMENT HAS NOT BEEN FULLY DETAILED. FINAL LOCATION TO BE DETAILED FOLLOWING CONSTRUCTION.

S2/2

LEGAL DESCRIPTIONS:

This is a description for Cingular Wireless, of an area to be leased from the property of Eliza Dotson, which is further described as follows:

PROPOSED LEASE AREA

Beginning at an existing IPC stamped "RLS2912 on the common boundary line of the property conveyed to Donnie Ray and Christine Nelson as recorded in Deed Book 288, Page 55 in the Office of the Clerk, of the County Court of Floyd County, Kentucky, and the property conveyed to the Gladys and Lester Dotson Heirs as recorded in Deed Book 280, Page 67 and Deed Book 278, Page 116 in the aforesaid Clerks Office, said existing IPC also being the northwest corner of the property conveyed to East Kentucky Network, LLC, d.b.a. Appalachian Cellular as recorded in Deed Book 493, Page 208 in the aforesaid Clerks Office; thence following the west line of said East Kentucky Network LLC property S 15°16'34" W – 396.78' to the northeast corner of the property conveyed to Eliza Dotson as recorded in Deed Book 276, Page 81 in the Office of the Clerk, of the County Court of Floyd County, Kentucky, thence following the east of said Eliza Dotson property S 11°44'55" E – 409.78' to a set Spike, thence following the east lone of said Eliza Dotson property S 36°09'02" E – 450.00' to a set Spike, thence traversing said Eliza Dotson property S 46°18'22" W – 73.27' to a set #5 rebar with a cap stamped "FSTAN #3282" and the TRUE POINT OF BEGINNING of the Proposed Lease Area, thence S 24°04'07" W – 100.00' to a set #5 rebar with a cap stamped "FSTAN #3282"; thence N 65°55'53" W – 100.00' to a set #5 rebar with a cap stamped "FSTAN #3282"; thence S 65°55'53" E passing a set #5 rebar with a cap stamped "FSTAN #3282" and the centerline of the Proposed 30' Access and Utility Easement at 50.00', in all 100.00' to the true point of beginning containing 10,000 square feet as per survey Frank L. Sellinger, II, PLS No. 3282 with FSTAN Land Surveyors and Consulting Engineers dated May 25, 2004

CENTERLINE OF PROPOSED 30' ACCESS & UTILITY EASEMENT

Beginning at a set #5 rebar with a cap stamped "FSTAN #3282" at the northwest corner of the Proposed Lease Area; thence following the northeast line of said lease area S 65°55'53" E – 50.00' to a set #5 rebar with a cap stamped "FSTAN #3282" and the TRUE POINT OF BEGINNING of the Centerline of the Proposed 30' Access and Utility Easement; thence following said centerline N 24°04'07" E – 54.47' to a set #5 rebar with a cap stamped "FSTAN #3282"; thence with a curve to the left having a radius of 60.00', chord being N 06°02'27" W – 60.02' to a set Spike; thence N 36°09'02" W – 341.42' to a set Spike; thence N 11°44'55" w – 453.51' to a set spike in the property conveyed to Donnie Ray and Christine Nelson as recorded in Deed Book 288, Page 55 in the Office of the Clerk, of the County Court of Floyd County, Kentucky, thence with a curve to the left having a radius of 60.00', chord being N 43°55'26" W – 63.90' to a set spike, thence N 76°05'57" W – 252.13' to a set Spike in the property conveyed to Eliza Dotson as recorded in Deed Book 276, Page 81 in the Office of the Clerk, of the County Court of Floyd County, Kentucky; thence N 50°46'07" W – 405.37' to a set Spike, thence southeasterly approximately 5900'± to the centerline of Rough and Tough Road

STATE OF KENTUCKY
FRANK L. SELLINGER
3282
LICENSED PROFESSIONAL LAND SURVEYOR

LAND SURVEYOR'S CERTIFICATE

TYPE "A" SURVEY: UNADJUSTED TRAVERSE CLOSURE BETTER THAN 1 IN 10,000

TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED
I hereby certify that this plat and survey were made under my supervision, and that the angular and linear measurements, as witnessed by monuments shown hereon, are true and correct to the best of my knowledge and belief.
This survey and plat meets or exceeds the minimum standards of the governing authorities
This property is subject to any recorded easements or right of ways not shown hereon.

10-13-04
Frank L. Sellinger, II — Ky. Reg. No. 3282

"CELLULAR COMMUNICATION TOWER SITE SURVEY"
REFERENCED AS "EXHIBIT B"

DONNIE RAY NELSON APPROVAL _____ DATE _____

CHRISTINE NELSON APPROVAL _____ DATE _____

OWNER APPROVAL _____ DATE _____

CINGULAR APPROVAL _____ DATE _____

S2/3

I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 210069 0025 C DATED 04-16-90 AND THE PROPOSED LEASE AREA DOES NOT APPEAR TO BE IN A FLOOD PRONE AREA. THE PROPOSED LEASE AREA IS LOCATED IN ZONE "X"

cingular WIRELESS

GENERAL DYNAMICS
Wireless Services

FSTAN
F.S. Land Company
T. Alan Neal Consulting Engineers
Land Surveyors and Consulting Engineers
PO Box 17546 2313/2315 Crittenden Drive
Louisville, KY 40217
Phone: (502) 635-5866 (502) 636-5111
Fax: (502) 636-5263

SITE NUMBER: 6064

SITE NAME: BRAINARD

SITE ADDRESS: ROUGH & TOUGH ROAD PRESTONSBURG, KY 41653

PROPOSED LEASE AREA: AREA = 10,000 sq. ft.

PROPERTY OWNER: ELIZA DOTSON 128 ROUGH & TOUGH ROAD PRESTONSBURG, KY 41653

MAP NUMBER: 6

PARCEL NUMBER: 10

SOURCE OF TITLE: DEED BOOK 276, PAGE 81

DWG BY:	CHKD BY:	DATE:
JMW	FSII	05.20.04

FSTAN PROJECT NO.: 04-2593

SHEET 2 OF 2

REVISIONS:

TOWER LAYOUT & ACCESS ESMT. 07.01.04
ACCESS ESMT. – 10.02.04
SITE ADDRESS – 10.13.04

C2

SITE PLAN NOTES

THE PROPOSED DEVELOPMENT IS FOR A 340 FOOT GUYED TOWER WITH MULTIPLE CABINETS. ITS LOCATION IS AT ROUGH & TOUGH RD., PRESTONBURG, KENTUCKY 41653.

THE TOWER WILL BE ACCESSED BY A PROPOSED STABILIZED DRIVE FROM AN EXISTING ASPHALT ROADWAY (ROUGH & TOUGH RD.) A PUBLIC RIGHT OF WAY. THE ACCESS ROAD IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE LOCAL HIGHWAY/ DEPARTMENT OF TRANSPORTATION STANDARDS. WATER, SANITARY SEWER, AND WASTE COLLECTIONS SERVICES ARE NOT REQUIRED FOR THE PROPOSED DEVELOPMENT.

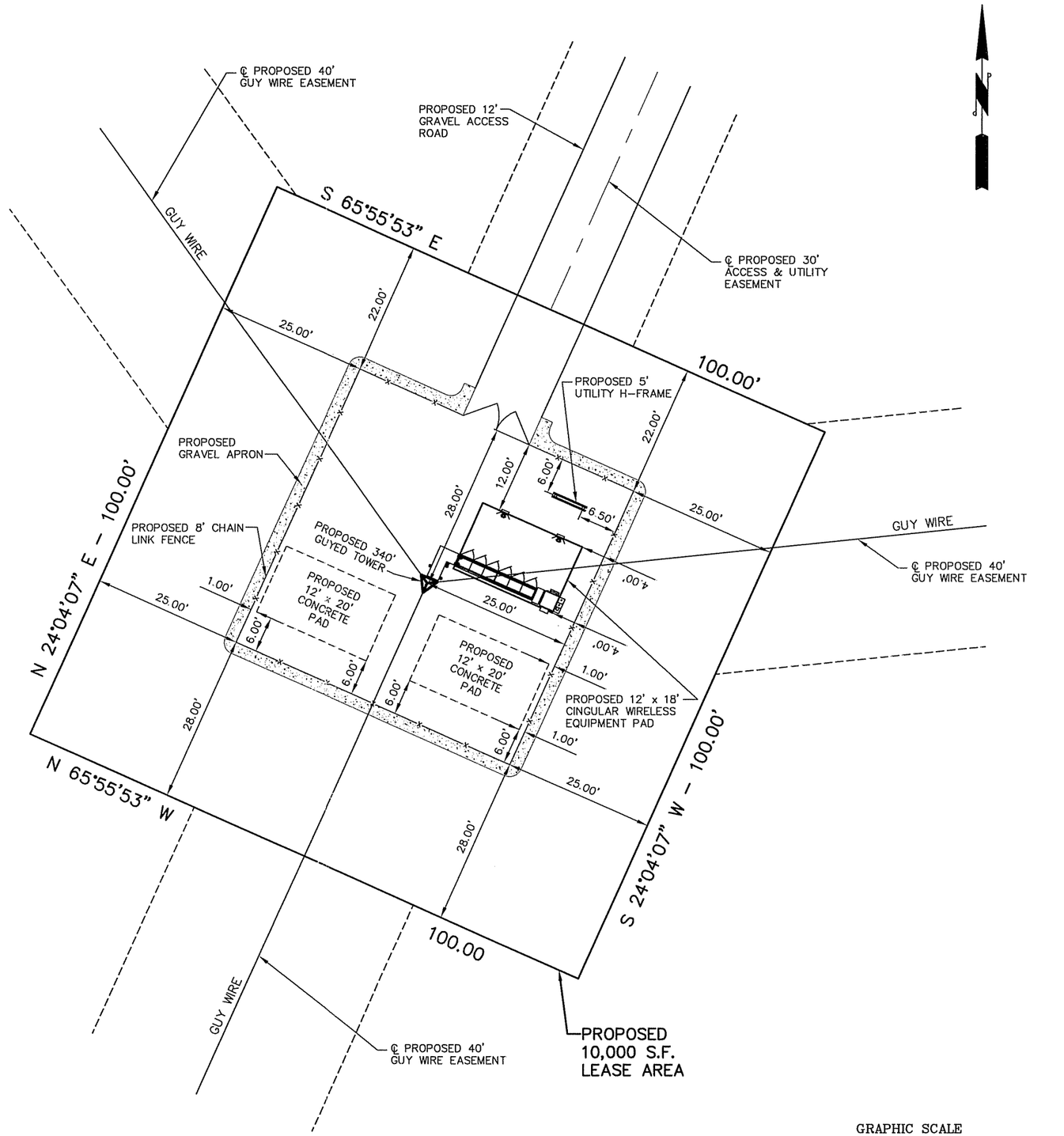
CENTERLINE OF EXISTING TOWER GEOGRAPHIC LOCATIONS:
LATITUDE: 37°38'47.70" N 2131112.4755 N
LONGITUDE: 82°53'18.36" W 2468803.1319 E

NOTE:

1. REMOVE ALL VEGETATION & CLEAN AREA WITHIN LEASE AREA (WHERE REQUIRED)
2. FINISH GRADING TO PROVIDE EFFECTIVE DRAINAGE W/ A SLOPE OF NO LESS THAN ONE EIGHTH (1/8") PER FOOT FLOWING AWAY FROM EQUIP. FOR A MIN. DISTANCE OF SIX FEET (6') IN ALL DIRECTIONS.
3. LOCATE ALL U.G. UTILITIES PRIOR TO ANY CONSTRUCTION
4. COMPOUND FINISHED SURFACES TO BE FENCED

LEGEND

- E — EXISTING OVERHEAD ELECTRIC
- T — EXISTING OVERHEAD TELEPHONE
- UE — UE — EXISTING UNDERGROUND ELECTRIC
- UT — UT — EXISTING UNDERGROUND TELEPHONE
- UE — PROPOSED UNDERGROUND ELECTRIC
- UT — PROPOSED UNDERGROUND TELEPHONE
- x — x — FENCE LINE
- POWER POLE
- TELE. PED — TELEPHONE PEDESTAL
- WATER VALVES
- FIRE HYDRANTS
- BOLLARDS



GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 20 ft.

cingular WIRELESS

GENERAL DYNAMICS
Wireless Services

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

STATE OF KENTUCKY
CHARLES E. WEITER
11220
LICENSED PROFESSIONAL ENGINEER

SITE NAME: BRAINARD

SITE ID: 6064

SITE ADDRESS: ROUGH & TOUGH RD. PRESTONBURG, KY 41653

LEASE AREA: 10,000 S.F.

PROPERTY OWNER: ELIZA DOTSON 128 ROUGH & TOUGH RD. PRESTONBURG, KY 41653

MAP NUMBER: 6

PARCEL NUMBER: 10

SOURCE OF TITLE: DEED BOOK 276, PAGE 81

LATITUDE: 37°38'47.70"N
LONGITUDE: 82°53'18.36"W

NO.	REVISION/ISSUE	DATE
1.	ISSUE FOR COMMENT	6/1/04
2.	CINGULAR REVISIONS	6/8/04
3.	CINGULAR REVISIONS	10/7/04

TITLE: SITE LAYOUT

SHEET: Z-3

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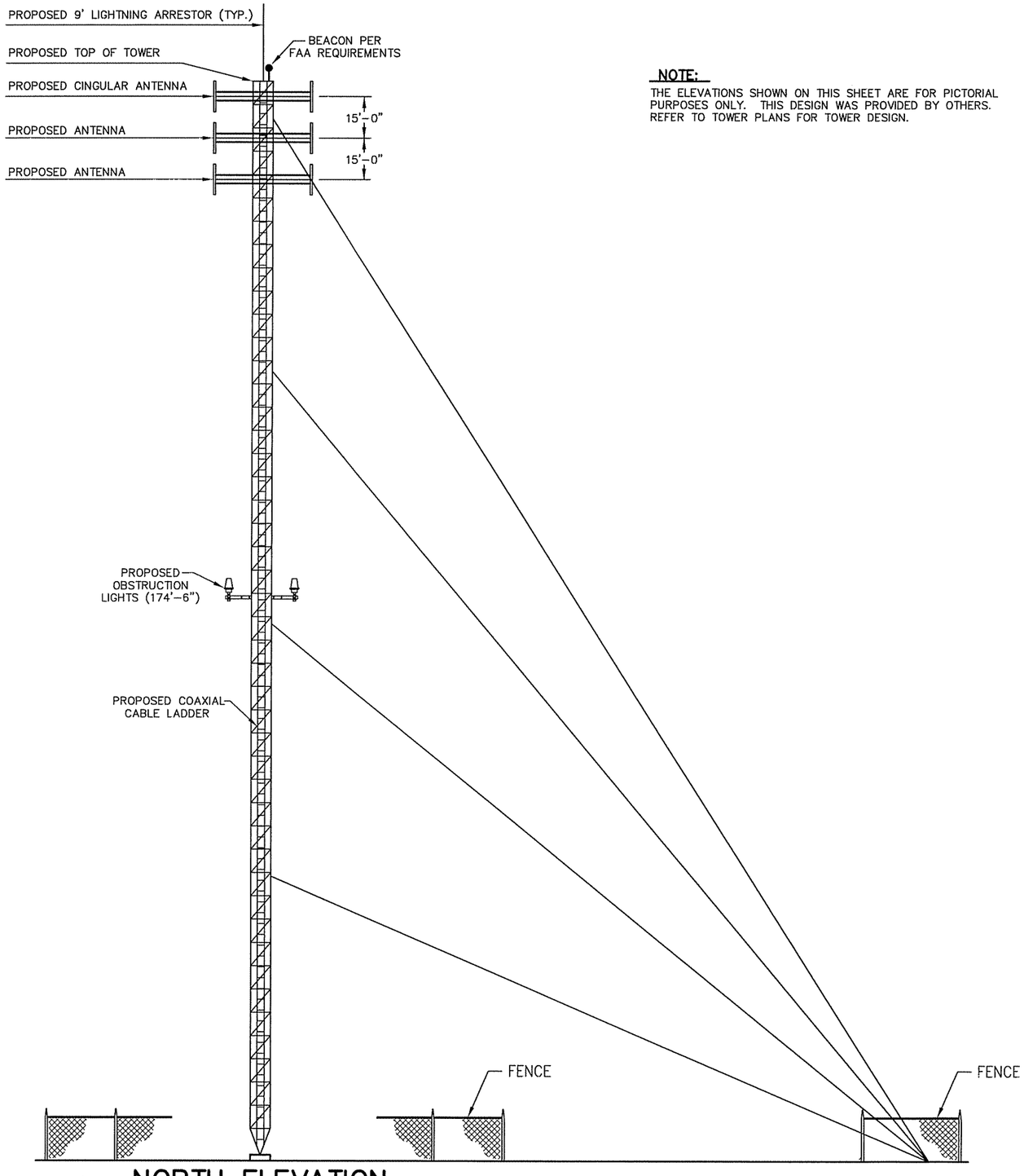
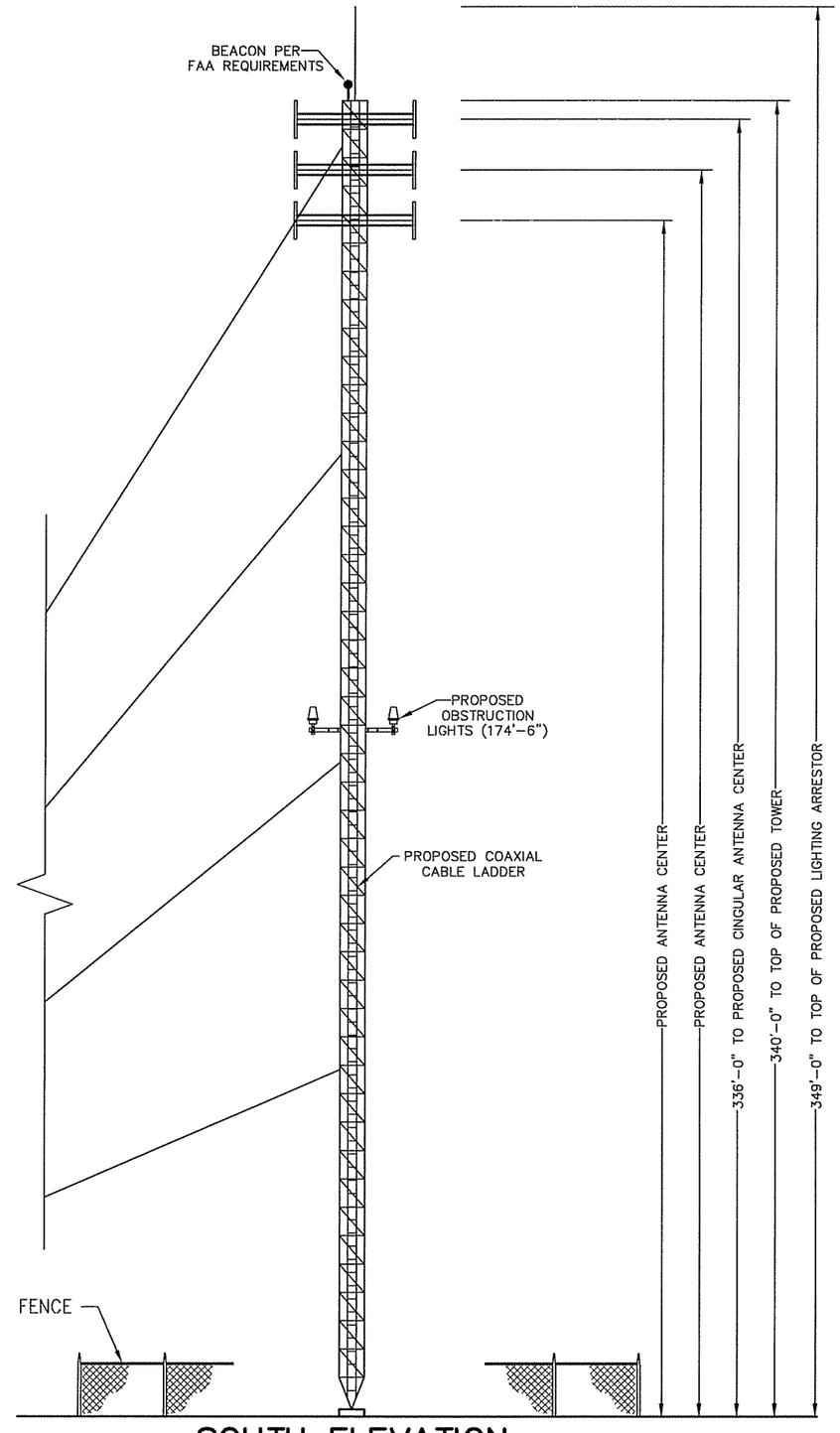


NORTH ELEVATION
NOT TO SCALE

NOTE:
THE ELEVATIONS SHOWN ON THIS SHEET ARE FOR PICTORIAL PURPOSES ONLY. THIS DESIGN WAS PROVIDED BY OTHERS. REFER TO TOWER PLANS FOR TOWER DESIGN.



SOUTH ELEVATION
NOT TO SCALE

J:\General Dynamics\Brainard\Brainard-Z4.dwg

cingular WIRELESS

GENERAL DYNAMICS
Wireless Services

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

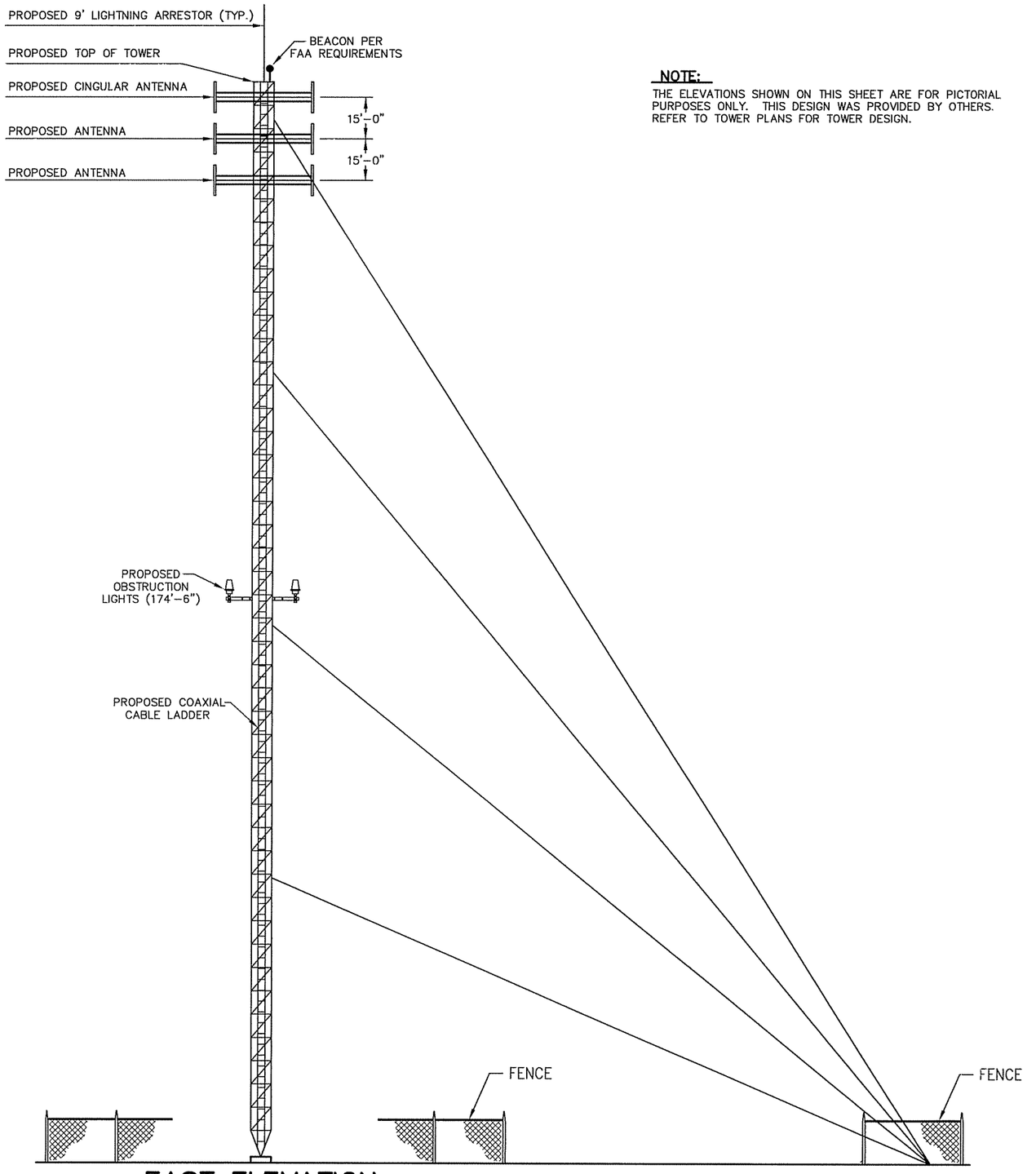
STATE OF KENTUCKY
CHARLES E. WEITER
11220
LICENSED PROFESSIONAL ENGINEER

SITE NAME: BRAINARD
SITE ID: 6064
SITE ADDRESS: ROUGH & TOUGH RD. PRESTONBURG, KY 41653
LEASE AREA: 10,000 S.F.
PROPERTY OWNER: ELIZA DOTSON 128 ROUGH & TOUGH RD. PRESTONBURG, KY 41653
MAP NUMBER: 6
PARCEL NUMBER: 10
SOURCE OF TITLE: DEED BOOK 276, PAGE 81
LATITUDE: 37°38'47.70"N
LONGITUDE: 82°53'18.36"W

NO.	REVISION/ISSUE	DATE
1.	ISSUE FOR COMMENT	6/1/04
2.	CINGULAR REVISIONS	6/8/04
3.	CINGULAR REVISIONS	10/7/04

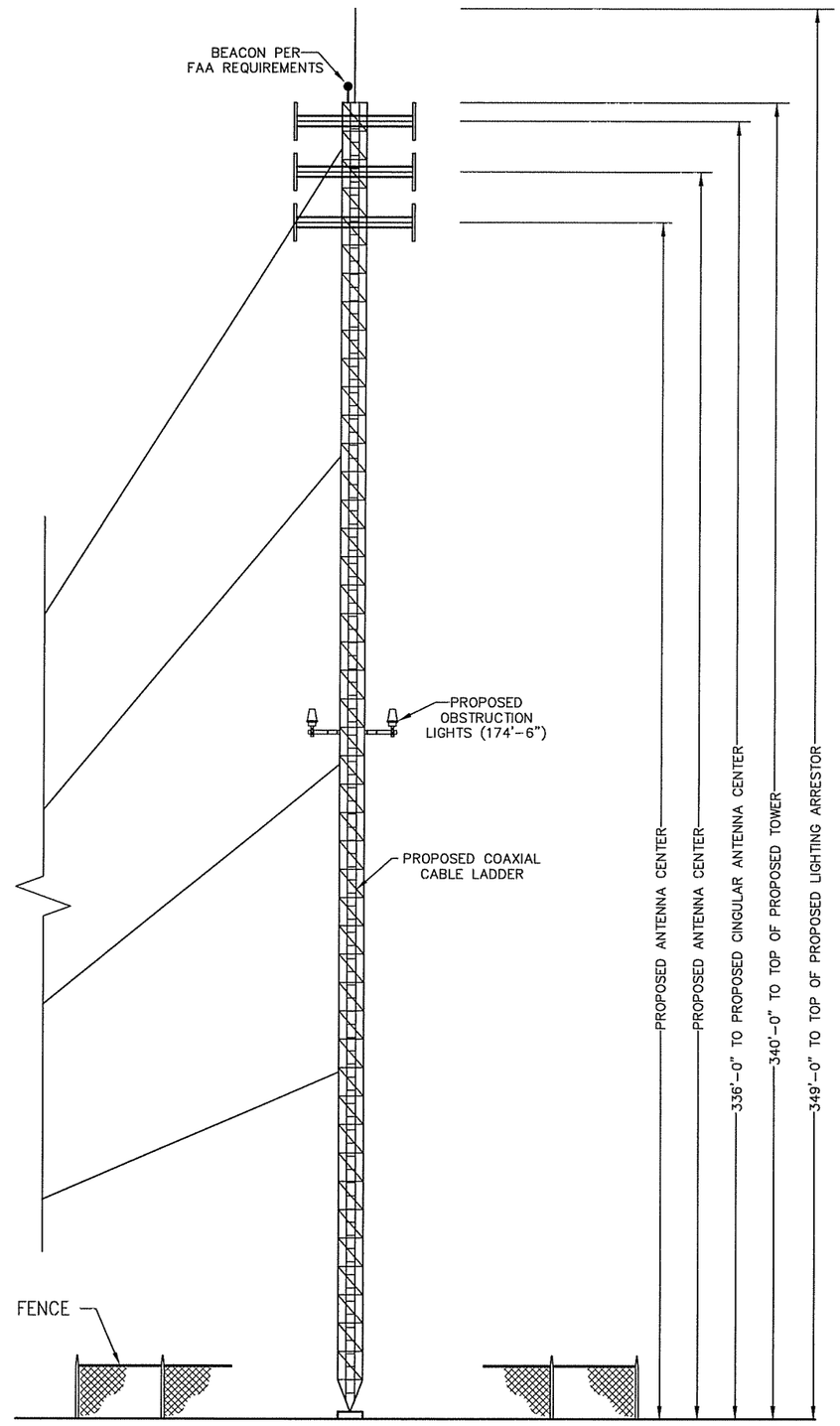
TITLE: NORTH / SOUTH ELEVATIONS

SHEET: Z-4



EAST ELEVATION
NOT TO SCALE

NOTE:
THE ELEVATIONS SHOWN ON THIS SHEET ARE FOR PICTORIAL PURPOSES ONLY. THIS DESIGN WAS PROVIDED BY OTHERS. REFER TO TOWER PLANS FOR TOWER DESIGN.



WEST ELEVATION
NOT TO SCALE

J:\General Dynamics\Brainard\Brainard-Z5.dwg

cingular WIRELESS

GENERAL DYNAMICS
Wireless Services

BTM
BIRCH, TRAUTWEIN & MIMS, INC.
3001 TAYLOR SPRINGS DRIVE
LOUISVILLE, KENTUCKY 40220
(502) 459-8402 PHONE
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STATE OF KENTUCKY
CHARLES E. WEITER
11220
LICENSED PROFESSIONAL ENGINEER

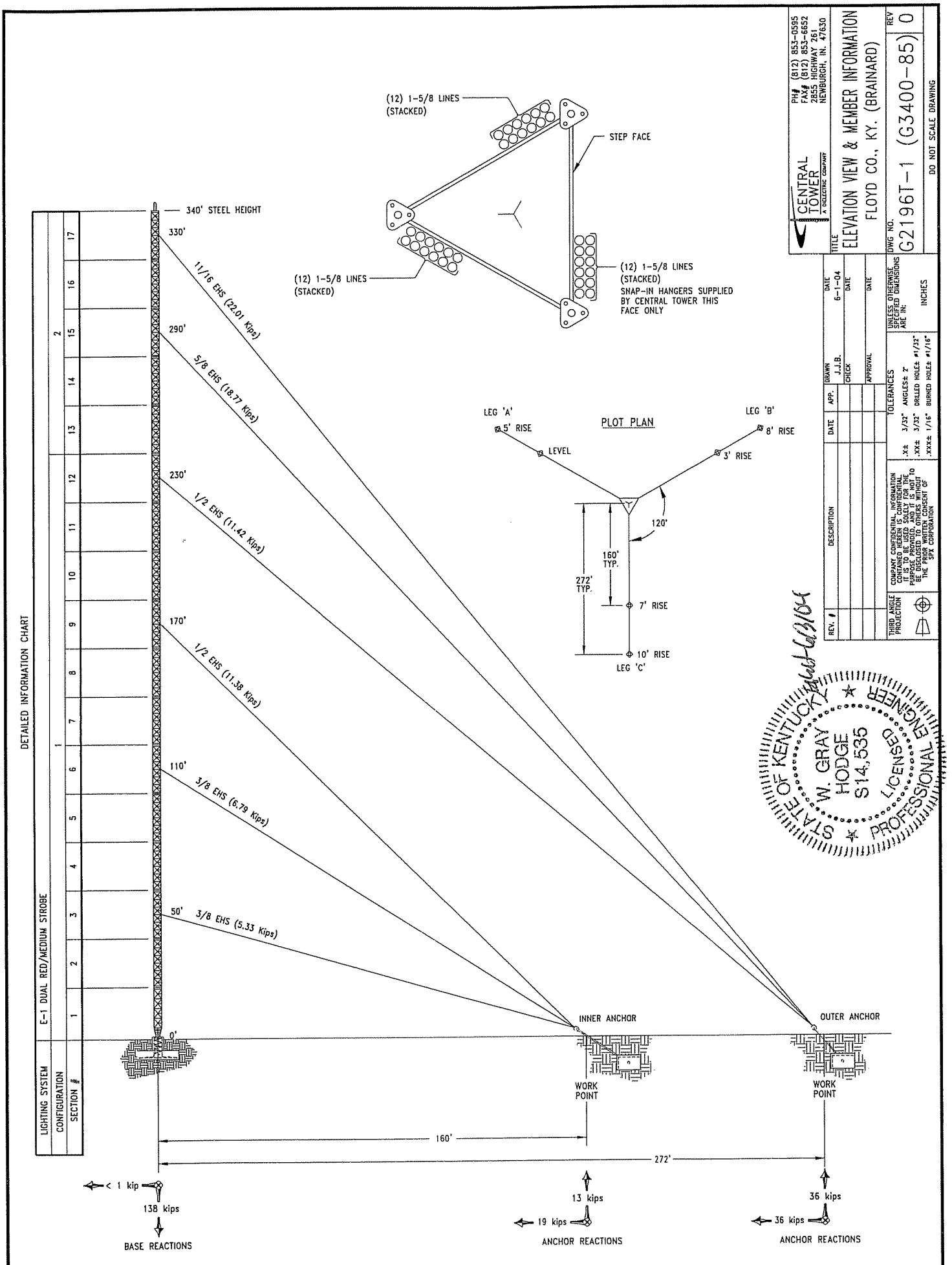
SITE NAME: BRAINARD
SITE ID: 6064
SITE ADDRESS: ROUGH & TOUGH RD. PRESTONBURG, KY 41653
LEASE AREA: 10,000 S.F.
PROPERTY OWNER: ELIZA DOTSON 128 ROUGH & TOUGH RD. PRESTONBURG, KY 41653
MAP NUMBER: 6
PARCEL NUMBER: 10
SOURCE OF TITLE: DEED BOOK 276, PAGE 81
LATITUDE: 37°38'47.70"N
LONGITUDE: 82°53'18.36"W

NO.	REVISION/ISSUE	DATE
1.	ISSUE FOR COMMENT	6/1/04
2.	CINGULAR REVISIONS	6/8/04
3.	CINGULAR REVISIONS	10/7/04

TITLE: EAST / WEST ELEVATIONS

SHEET: Z-5

EXHIBIT C
TOWER AND FOUNDATION DESIGN
AND
STATEMENT OF QUALIFICATIONS



CENTRAL TOWER
A DIELECTRIC COMPANY

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

TITLE
ELEVATION VIEW & MEMBER INFORMATION
FLOYD CO., KY. (BRAINARD)

DWG NO.
G2196T-1 (G3400-85)

REV
0

DO NOT SCALE DRAWING

REV. #	DESCRIPTION	DATE	APP.

DRAWN J.J.B. DATE 6-1-04
CHECK DATE
APPROVAL DATE

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

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

THIRD ANGLE PROJECTION

STATE OF KENTUCKY
JAMES W. GRAY HODGE
S14,535
LICENSED PROFESSIONAL ENGINEER

6/3/04

GUY CHART

GUY ELEVATION	GUY SIZE	PREFORM SIZE	ROCKET SOCKET	T-BUCKLE SIZE	OPEN BRIDGE STRAND SOCKET	THIMBLE SIZE	SHACKLE SIZE	POURED SOCKET SIZE	GUY EAR PLATE	GUY EAR HOLE ø	GUY EAR WELD SIZE	CUT WIRE LENGTHS			GUY WIRE TOTAL FT	INITIAL TENSION, (LBS.)		
												LEG "A"	LEG "B"	LEG "C"		30° F	60° F	90° F
50'	3/8 E.H.S.	3/8 E.H.S.	N/A	3/4	N/A	1/2	1/2	N/A	4-6-062-050S (4 X 6 X 5/8)	13/16	3/8	195'	195'	195'	585'	1840	1540	1240
110'	3/8 E.H.S.	3/8 E.H.S.	N/A	3/4	N/A	1/2	1/2	N/A	4-6-062-050S (4 X 6 X 5/8)	13/16	3/8	220'	220'	220'	660'	1765	1540	1315
170'	1/2 E.H.S.	1/2 E.H.S.	N/A	3/4	N/A	5/8	3/4	N/A	4-6-075-075S (4 X 6 X 3/4)	1-1/16	3/8	260'	260'	260'	780'	2970	2690	2410
230'	1/2 E.H.S.	1/2 E.H.S.	N/A	3/4	N/A	5/8	3/4	N/A	4-6-075-075S (4 X 6 X 3/4)	1-1/16	3/8	380'	380'	380'	1140'	3040	2690	2340
290'	5/8 E.H.S.	5/8 E.H.S.	N/A	1	N/A	3/4	3/4	N/A	4-6-075-075S (4 X 6 X 3/4)	1-1/16	3/8	420'	420'	420'	1260'	4680	4240	3800
330'	11/16 E.H.S.	11/16 E.H.S.	N/A	1	N/A	3/4	3/4	N/A	4-6-075-075S (4 X 6 X 3/4)	1-1/16	3/8	450'	450'	450'	1350'	5565	5130	4695

TOWER MEMBERS CHART

CONFIGURATION	ELEVATION	FACE	LEG	DIAGONALS	GIRTS					TYP. WEIGHT (LBS.) PER 20' SECTION
					FACE 1 (CLIMBING/FEEDLINE)	FACE 2 (FEEDLINE)	FACE 3 (FEEDLINE)	STEPS	GUY PULL-OFF HORIZONTAL	
1	0' - 240'	33	2	5/8 *	3/4 **	3/4 **	3/4 **	3/4	7/8 ***	1000
2	240' - 340'	33	2	3/4 *	3/4 **	3/4 **	3/4 **	3/4	7/8 ***	1075

* = REF. NOTE (6) ** = REF. NOTE (5) *** = REF. NOTE (7)

ANTENNA INFORMATION

ANTENNA	ELEVATION	LINE
(12) DB854DG85ESX *	@ 340'	(12) 1-5/8
(12) DB854DG85ESX *	@ 325'	(12) 1-5/8
(12) DB854DG85ESX *	@ 310'	(12) 1-5/8

* = 13' GATE MOUNTS/T-FRAMES

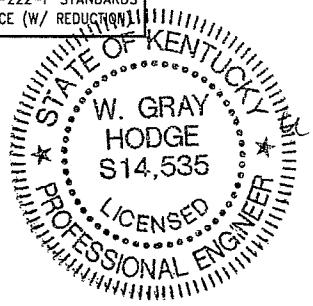
GUY & MEMBER CHART NOTES:

1) ALL MATERIAL IS MADE OF SOLID ROUND UNLESS NOTED OTHERWISE.
2) ALL DIMENSIONS ARE IN INCHES UNLESS NOTED OTHERWISE.
3) ALL LEG & LEG FLANGE PL MATERIAL IS A-572 GRADE 50 (Fy ≥ 50 ksi). ALL INNER MEMBER & PLATE MATERIAL IS ASTM A36 (Fy ≥ 36 ksi).
4) ALL SECTIONS ARE 6-BAY X-BRACED (38-1/2" BAYS).
5) INTEGRAL TABS REQUIRED ON ALL FACES FOR (36) SNAP-IN FEEDLINES FROM 0' - 340' (REF. G2196T-1).
6) DIAGONALS ABOVE AND BELOW ALL GUY EARS ARE TO BE 1/8" LARGER IN DIAMETER THAN DIAGONALS LISTED IN CHART.
7) HORIZONTALS AT GUY EAR ELEVATIONS ARE TO BE LARGER IN DIAMETER THAN TYPICAL HORIZONTALS IN EACH GUYED SECTION.

MARKING NOTES:

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

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



6-1-04

REV. #	DESCRIPTION	DATE	APP.

DRAWN J.J.B. DATE 6-1-04
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

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

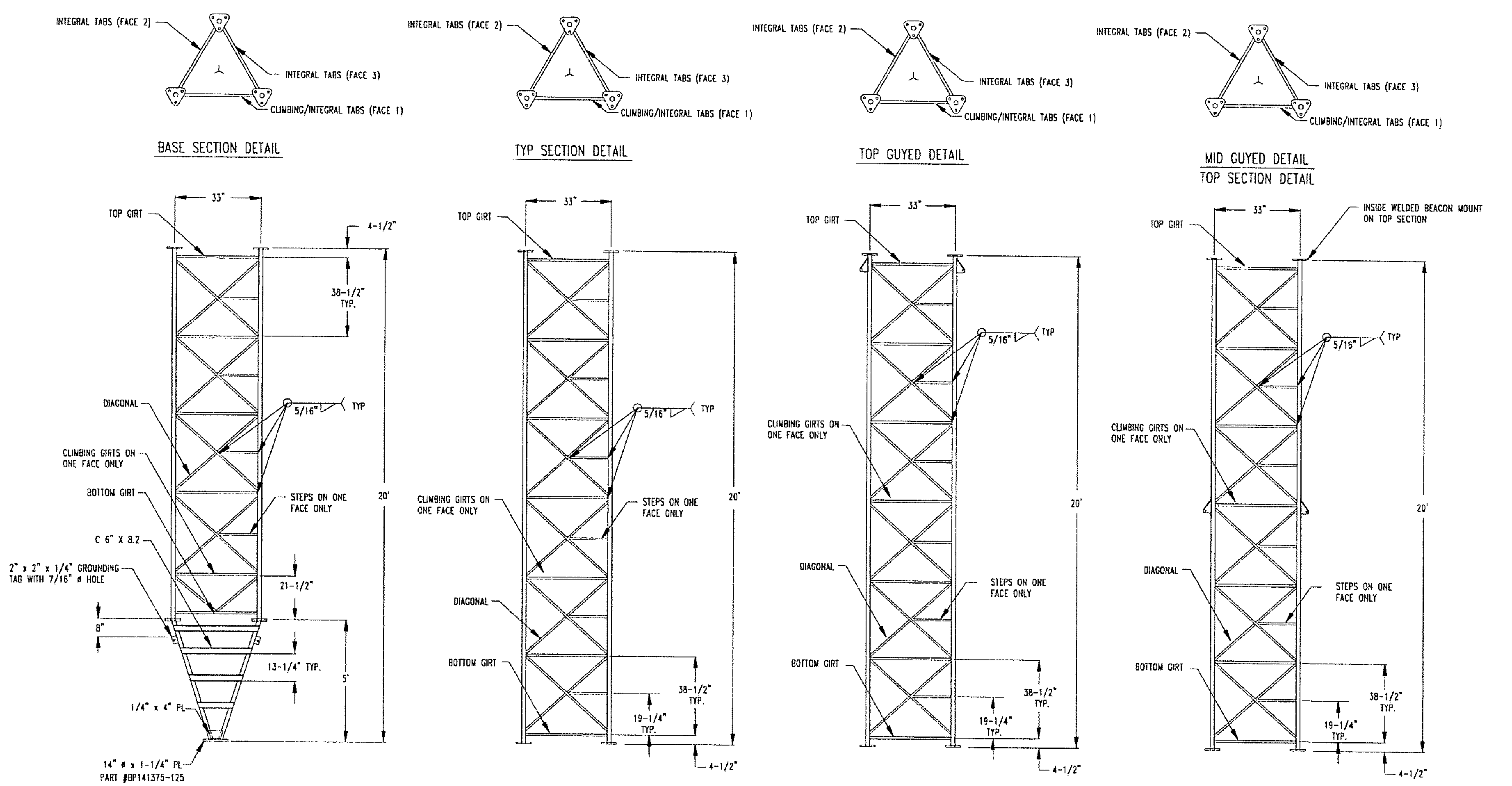
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

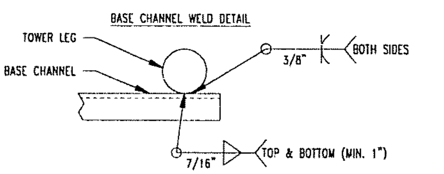
CENTRAL TOWER
A DIELECTRIC COMPANY
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

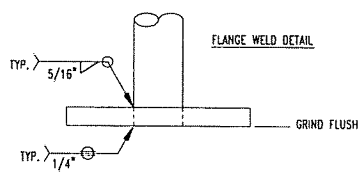
TITLE
DETAIL INFORMATION CHARTS
FLOYD CO., KY. (BRAINARD)

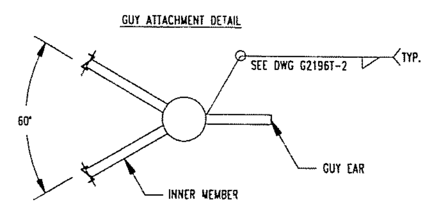
DWG NO. G2196T-2 (G3400-85) REV 0

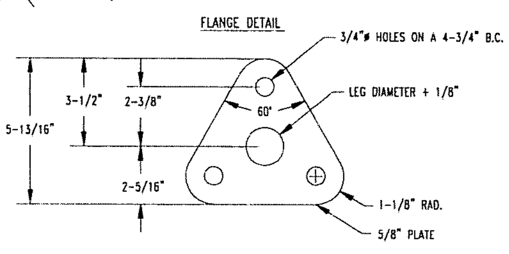
DO NOT SCALE DRAWING











NOTES:

1) SEE DRAWING G2196T-2 FOR LEG & INNER MEMBER SIZES.

2) INTEGRAL TABS REQUIRED ON ALL FACES FOR (36) SNAP-IN FEEDLINES FROM 0' - 340' (REF. G2196T-1).

3) DIAGONALS ABOVE AND BELOW ALL GUY EARS ARE TO BE 1/8" LARGER IN DIAMETER THAN DIAGONALS LISTED IN CHART.

4) HORIZONTALS AT GUY EAR ELEVATIONS ARE TO BE LARGER IN DIAMETER THAN TYPICAL HORIZONTALS IN EACH GUYED SECTIONS.

CENTRAL TOWER
A DIELECTRIC COMPANY
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

REV. #	DESCRIPTION	DATE	APP.

DRAWN J.J.B. DATE 6-1-04
CHECK DATE
APPROVAL DATE

TITLE
3300 SERIES SECTION DESIGNS
FLOYD CO., KY. (BRAINARD)

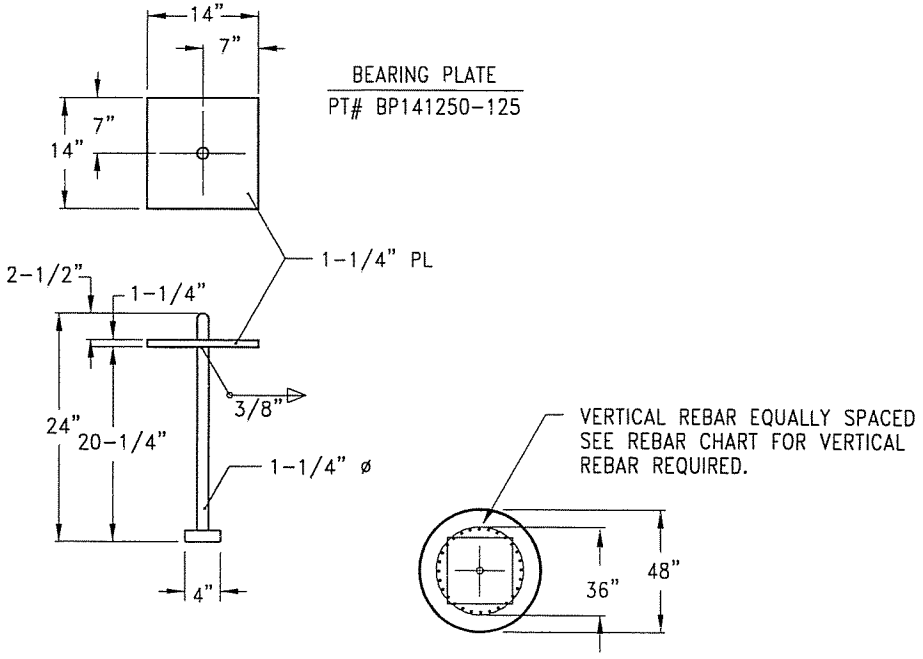
THIRD ANGLE PROJECTION

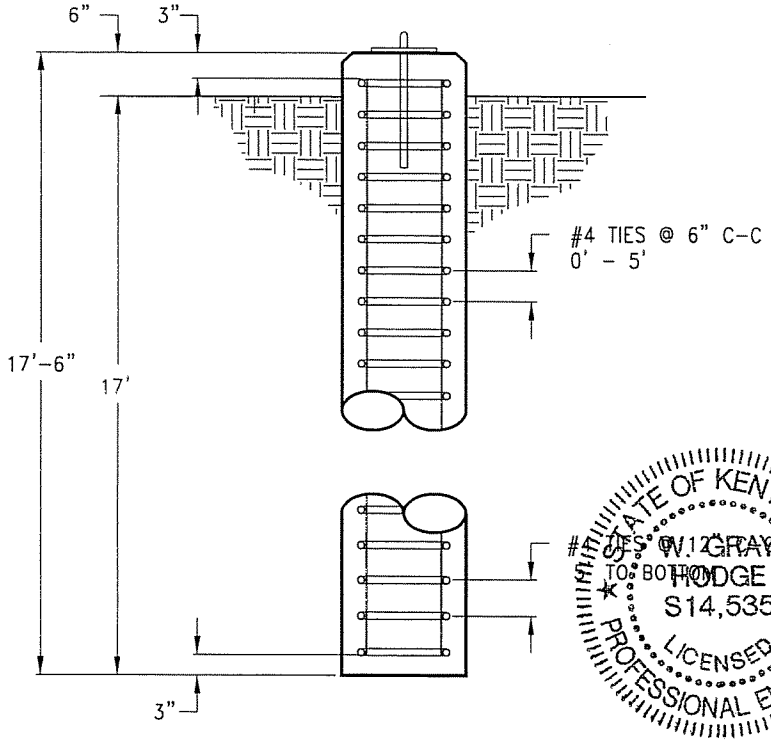
TOLERANCES
.X± 3/32" ANGLES± 2°
.XX± 3/32" DRILLED HOLE± #1/32"
.XXX± 1/16" BURNED HOLE± #1/16"

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

DWG NO. G2196T-3 (G3400-85) REV 0

DO NOT SCALE DRAWING





NOTES:

1) ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ACI 301 AND ACI318.
2) THIS FOUNDATION IS DESIGNED TO CONFORM ACI 318-99 AND ANSI/EIA-222-F STANDARDS UTILIZING THE SOILS REPORT PREPARED BY CBC ENGINEERS & ASSOC., LTD. DATED 5-13-04. A COPY SHALL BE PROVIDED TO THE FOUNDATION CONTRACTOR. SOIL CONDITIONS THAT DIFFER FROM THOSE DESCRIBED IN THE REPORT SHALL BE BROUGHT TO THE ATTENTION OF THE RESIDENT ENGINEER/INSPECTOR. ALL COMMENTS OR RECOMMENDATIONS REGARDING CONSTRUCTION TESTING OR CONSTRUCTION MONITORING SHALL BE STRICTLY FOLLOWED.
3) ALL CONCRETE SHALL BE 4000 PSI AT 28 DAYS. CYLINDERS SHALL BE PROPERLY CAST WITH COPIES OF THE TEST REPORTS GOING TO THE RESIDENT ENGINEER/INSPECTOR.
4) ALL ADMIXTURES MUST BE ADDED SEPARATELY INTO FRESH CONCRETE AND SUFFICIENTLY MIXED. A NON-CORROSIVE CONCRETE SET ACCELERATE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE C. A WATER REDUCING ADMIXTURE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE A.
5) ALL BACKFILL SHALL BE PLACED IN 8 INCH LIFTS AND COMPACTED TO A MINIMUM OF 95 PERCENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY AS MEASURED BY ASTM D-698 UNLESS MORE STRINGENT COMPACTION IS REQUIRED BY THE SOIL REPORT.
6) MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
7) CROWN TOP OF PIER FOR DRAINAGE AND CHAMFER ALL EXPOSED CONCRETE EDGES 1 INCH.
8) ROCK AND GROUNDWATER MAY BE ENCOUNETERED.

TOTAL CONCRETE = 8 yd^3

REBAR CHART

REBAR	REBAR SIZE	REBAR LENGTHS	REBAR DIA.	pcs. OF REBAR	TOTAL FT.
VERTS	#9 GRADE 60	17'	N/A	18	306'
TIES	#4 GRADE 60	N/A	36"ø	22	208'

STATE OF KENTUCKY
JEFF W. GRAY
HODGE
S14,535
LICENSED
PROFESSIONAL ENGINEER
6/3/04

REV. #	DESCRIPTION	DATE	APP.

DRAWN J.J.B. DATE 6-1-04
CHECK DATE
APPROVAL DATE

THIRD ANGLE PROJECTION

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

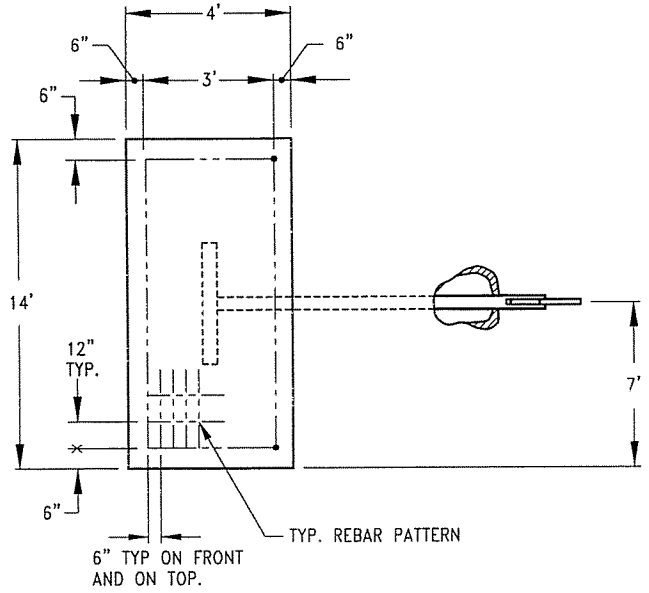
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

CENTRAL TOWER
A DIELECTRIC COMPANY
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE
GUYED TOWER BASE FOUNDATION DESIGN
FLOYD CO., KY. (BRAINARD)

DWG NO. G2196T-4 (G3400-85) REV 0

DO NOT SCALE DRAWING



REBAR SPLICING CHART

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

SPLICING NOTES:

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

ANCHOR CHART (For 1 Anchor)

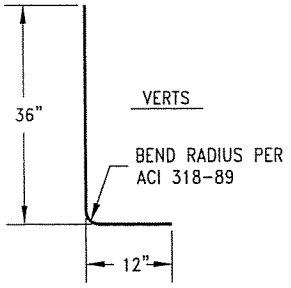
REBAR SIZE	REBAR LENGTHS	pcs. OF REBAR	TOTAL FT. REQ'D
#7 GRADE 60	13'	9	117'
#6 GRADE 60	4'	14	56'

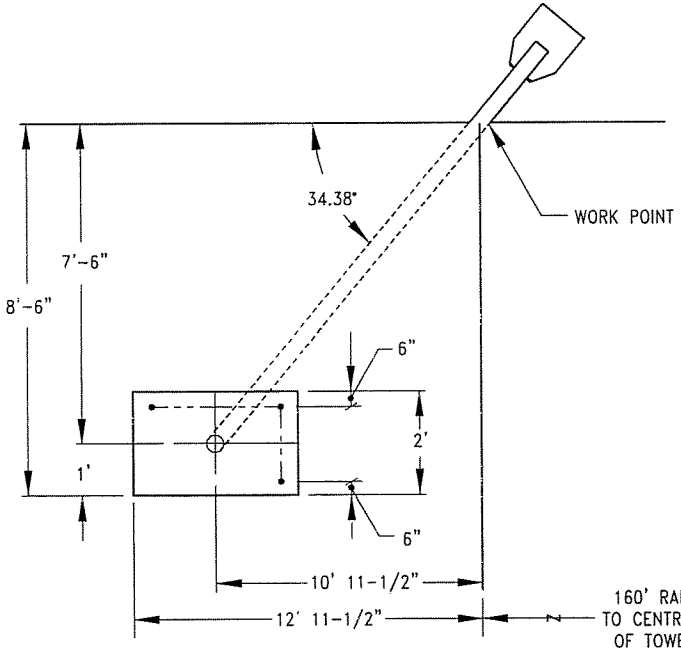
APPROXIMATE CONCRETE PER ANCHOR = 4-1/4 YD^3

ANCHOR CHART (For 3 Anchors)

REBAR SIZE	REBAR LENGTHS	pcs. OF REBAR	TOTAL FT. REQ'D
#7 GRADE 60	13'	27	351'
#6 GRADE 60	4'	42	168'

APPROXIMATE TOTAL CONCRETE = 12-3/4 YD^3





NOTES:

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

STATE OF KENTUCKY
W. GRAY HODGE
S14,535
LICENSED PROFESSIONAL ENGINEER
6/3/04

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DRAWN J.J.B. DATE 6-1-04
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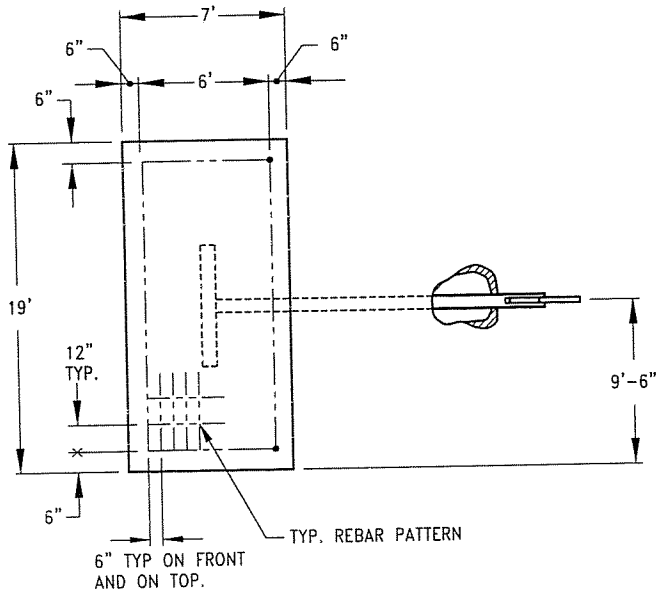
2855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE
GUYED TOWER INNER ANCHOR FOUNDATION DESIGN
FLOYD CO., KY. (BRAINARD)

DWG NO. G2196T-5 (G3400-85) REV 0

DO NOT SCALE DRAWING



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ANCHOR CHART (For 1 Anchor)

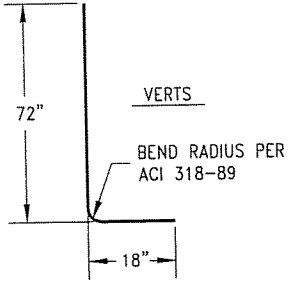
REBAR SIZE	REBAR LENGTHS	pcs. OF REBAR	TOTAL FT. REQ'D
#7 GRADE 60	18'	16	288'
#6 GRADE 60	7'-6"	19	142'-6"

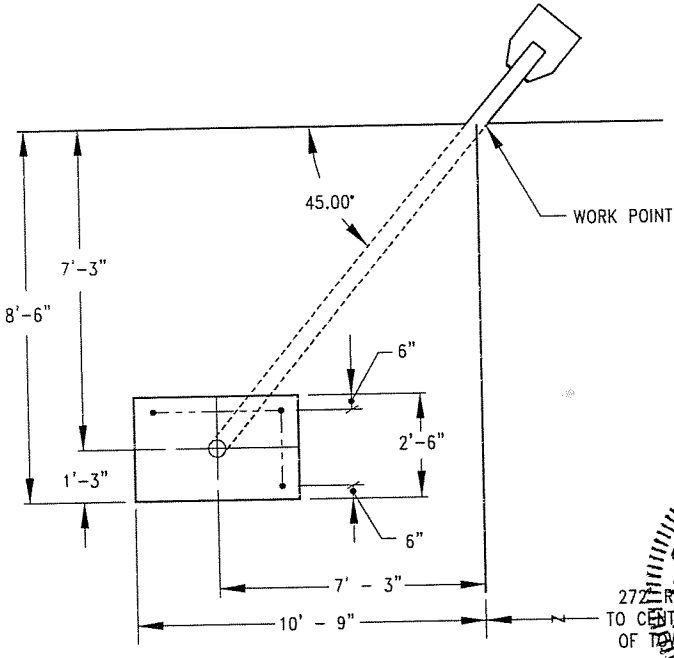
APPROXIMATE CONCRETE PER ANCHOR = 12-1/2 YD^3

ANCHOR CHART (For 3 Anchors)

REBAR SIZE	REBAR LENGTHS	pcs. OF REBAR	TOTAL FT. REQ'D
#7 GRADE 60	18'	48	864'
#6 GRADE 60	7'-6"	57	427'-6"

APPROXIMATE TOTAL CONCRETE = 37-1/2 YD^3





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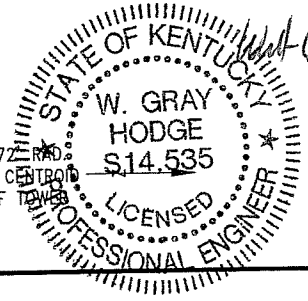

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DWG NO. G2196T-6 (G3400-85) REV 0

DO NOT SCALE DRAWING

GENERAL DYNAMICS
Network Systems

1650 Lyndon Farm Court
3rd Floor
Louisville, Kentucky 40223

Phone: 502.426.4120
Fax: 502.426.0768

Individual Qualifications

Steve Duff, *Project Manager* – Tennessee / Kentucky Region

Steve began his career in the wireless industry in 1983. He has been involved at every level and stage of the wireless construction process and carries with him a vast array of industry knowledge. He has been instrumental in build outs of many turnkey wireless networks across the continental United States and Puerto Rico. Steve was welcomed into the General Dynamics team in 2003.

Donald Day, *Site Acquisition Manager* – Kentucky Region

Donald began his career in the wireless industry as a site acquisition agent in the late 90's. He was promoted into management in 1999 and has participated in every stage of the wireless construction process. He has managed several large projects across the country and through his career he has developed synergy of skills that are unmatched in the industry. He is well versed in real estate transactions, regulatory compliance, engineering and construction. General Dynamics welcomed Donald to our team in 2003.

Brian Johns, *Construction Manager* – Kentucky Region

Brian began his career in wireless construction in 1990 and began to manage construction crews in 1994. In 1999 he was promoted to manage projects in the southeastern region of the United States. Through his tenure he became well versed in all phases of construction, regulatory compliance, and safety. General Dynamics gladly welcomed his contribution to our team earlier this year.

GENERAL DYNAMICS
Network Systems

1650 Lyndon Farm Court
3rd Floor
Louisville, Kentucky 40223

Phone: 502.426.4120
Fax: 502.426.0768

April 21, 2004

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

To whom it may concern:

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

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

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

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

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

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

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

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

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

GENERAL NOTES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

UTILITY NOTES

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

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

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

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

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

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

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

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

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

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

License Search

Search Results

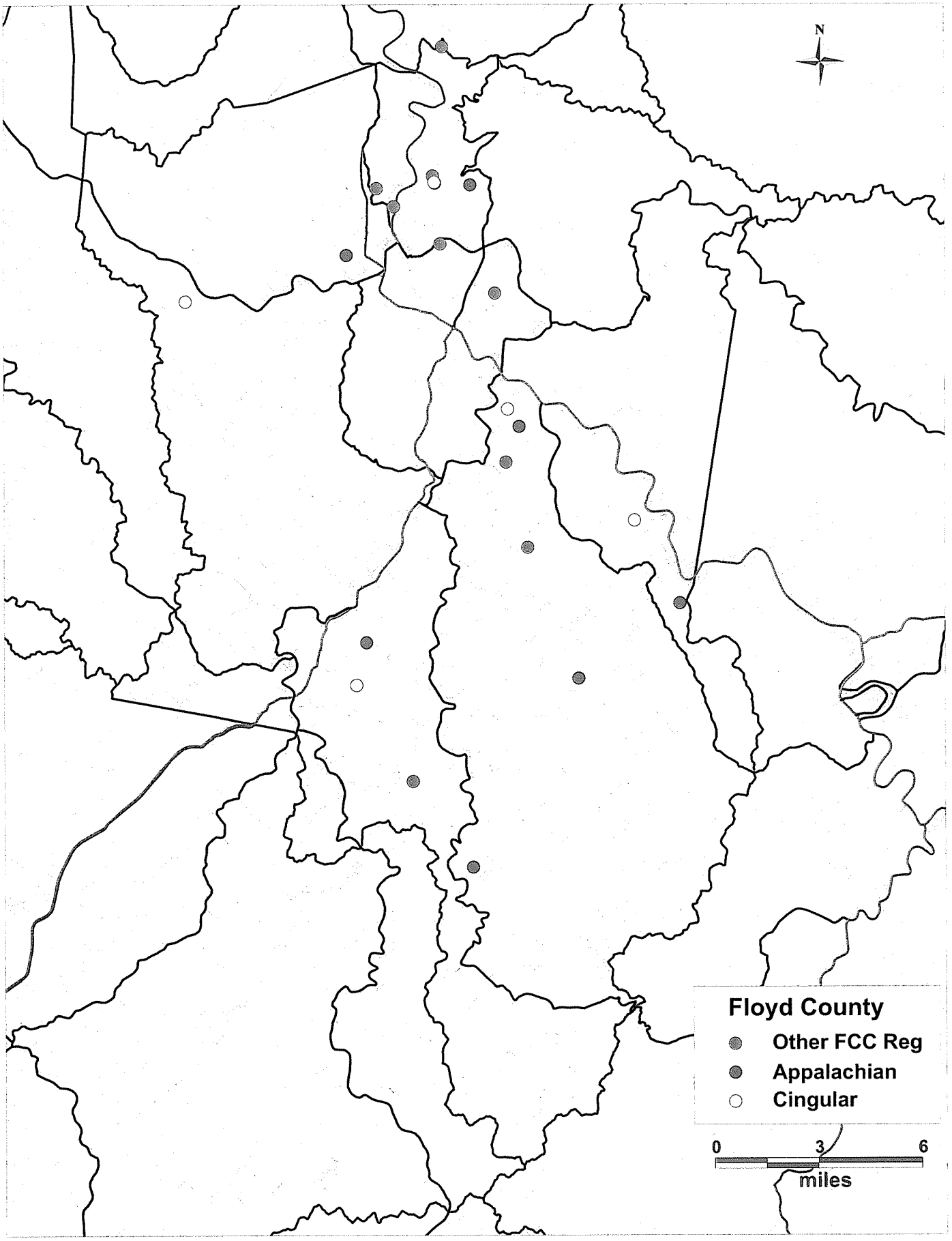
Specified Search

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

8 Matches (all results displayed)

PA = Pending Application(s)

	Call Sign	Licensee Name	FRN	Radio Service	Status	Expiration Date
1	KNKN861	BellSouth Personal Communications, LLC	0004205977	CL	Active	10/01/2011
2	KNKN880	East Kentucky Network, LLC d/b/a Appalachian Wireless	0001786607	CL	Active	10/01/2011
3 PA	KNLF235	AT&T Wireless PCS, LLC	0003291192	CW	Active	06/23/2005
4	KNLF359	SOUTHEAST TELEPHONE, INC.	0003957065	CW	Canceled	09/17/2006
5	KNLF960	VoiceStream GSM II, LLC	0001542315	CW	Active	04/28/2007
6	KNLH614	SPRINTCOM, INC.	0002315950	CW	Active	04/28/2007
7	KNLH615	SPRINTCOM, INC.	0002315950	CW	Active	04/28/2007
8 PA	WPOK570	ComScape Communications, Inc.	0003010758	CW	Active	09/29/2009


N
Floyd County
Other FCC Reg
Appalachian
Cingular
0
3
6
miles

Floyd County

Longitude	Latitude	Owner	FCC Reg	Height (m)	City	Status
-82.888433	37.646583	proposed Cingular Wireless site called Brainard	tbd	tbd	Brainard, KY	proposed
82.757000	37.696194	BELLSOUTH PERSONAL COMMUNICATIONS, LCC (Cingular Wireless site called Prestonsburg)	NA	56.4	PRESTONSBURG, KY	Constructed
-82.803333	37.665833	EAST KENTUCKY NETWORK, LLC	1031809	129.5	PRESTONSBURG, KY	Constructed
-82.627778	37.520278	EAST KENTUCKY NETWORK, LLC	1041087	78.9	BOLDMAN, KY	Constructed
-82.718278	37.601472	BELLSOUTH PERSONAL COMMUNICATIONS, LCC (Cingular Wireless site called Allen)	1043791	150.0	ALLEN, KY	Constructed
-82.651556	37.554833	BELLSOUTH PERSONAL COMMUNICATIONS, LLC (Cingular Wireless site called Stansville)	1043795	96.5	BETSY LAYNE, KY	Constructed
-82.778333	37.686111	WDOC INC DBA = WDOC AM	1043912	100.3	PRESTONSBURG, KY	Constructed
-82.719167	37.579167	INTER MOUNTAIN CABLE, INC.	1044684	178.1	MARTIN, KY	Constructed
-82.707778	37.543611	COLUMBIA GAS TRANSMISSION CORPORATION	1044721	110.0	MAYTOWN, KY	Constructed
-82.756667	37.695833	WDOC INC DBA = WQHY FM	1054477	178.6	PRESTONSBURG, KY	Constructed
-82.712222	37.594167	EAST KENTUCKY NETWORK, LLC	1062965	125.9	ALLEN CITY, KY	Constructed
-82.757778	37.698889	WDOC INC DBA = RADIO STATION WQHY	1064687	190.0	PRESTONSBURG, KY	Granted
-82.725000	37.650000	HIGHLAND COMMUNICATIONS INC	1065263	60.0	PRESTONSBURG, KY	Constructed
-82.787500	37.693611	HIGHLAND COMMUNICATIONS INC	1065264	52.0	PRESTONSBURG, KY	Constructed
-82.768611	37.445833	HIGHLAND COMMUNICATIONS INC	1065271	36.0	MINNIE, KY	Constructed
-82.798333	37.486083	BELLSOUTH PERSONAL COMMUNICATIONS, LLC (Cingular Wireless site called Garrett Relo)	1065556	110.9	GARRETT, KY	Constructed
-82.793056	37.503889	East Kentucky Network, LLC	1203593	99.0	Eastern, KY	Constructed
-82.753889	37.670556	GEARHEART,ADAM	1212544	78.5	Prestonsburg, KY	Granted
-82.738028	37.695111	East Kentucky Network LLC	1214026	99.1	Lancer, KY	Constructed
-82.736972	37.409806	East Kentucky Network LLC	1217023	99.1	Price, KY	Constructed
-82.752778	37.752722	Paintsville Utilities	1232706	15.2	Nero, KY	Constructed
-82.681000	37.488944	East Kentucky Network, LLC	1238187	99.1	Grethel, KY	Granted

EXHIBIT E
CO-LOCATION REPORT

cingular WIRELESS

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

June 18, 2004

To Whom It May Concern:

Dear Sir or Madam:

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

During the site acquisition, it was determined that Appalachian Wireless was also developing a tower site approximately 300' from our Brainard location. All efforts to co-locate on their tower were turned-down. In the absence of this co-location opportunity, Cingular Wireless was forced to develop our own tower on adjacent property.

David R. Czarnecki
RF Design Engineer

EXHIBIT F
FAA DETERMINATION OF NO HAZARD TO AIR SAFETY

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

Aeronautical Study No.
2004-ASO-2457-OE

Issued Date: 6/25/2004

Margaret Colpa
Cingular Wireless-Dallas
17330 Preston Road, Ste. 100A
Dallas, TX 75252

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

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

Structure Type:	Antenna Tower
Location:	Prestonburg, KY
Latitude:	37-38-47.7 NAD 83
Longitude:	82-53-18.36
Heights:	349 feet above ground level (AGL)
	1637 feet above mean sea level (AMSL)

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

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

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

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

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

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

This determination expires on 12/25/2005 unless:

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

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

EXPIRATION DATE.

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

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

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

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

If we can be of further assistance, please contact our office at (404)305-5579. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2004-ASO-2457-OE.

Signature Control No: 380961-286960 (DNE)

Earl P Newalu Jr.
Specialist

Attachment(s)
Case Description
Frequency Data

7460-2 Attached

Proposed

Frequency Data for ASN 2004-ASO-2457-OE

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

EXHIBIT G
APPROVAL OF KENTUCKY AIRPORT ZONING COMMISSION

Kentucky Airport Zoning Commission
200 Mero Street
Frankfort, KY 40622

(502) 564-4480
fax: (502) 564-7953
No.: AS-036-3I6-04-109

July 1, 2004

APPROVAL OF APPLICATION

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

SUBJECT: AS-036-3I6-04-109

STRUCTURE: Antenna Tower
LOCATION: Prestonsburg, KY
COORDINATES: 37-38-47.7 N / 82-53-18.36 W
HEIGHT: 349'AGL/1637'AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct 349'AGL/1637'AMSL Antenna Tower near Prestonsburg, KY 37-38-47.7 N / 82-53-18.36 W.

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

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

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

John Houlihan, Administrator

Kentucky Airport Zoning Commission
200 Mero Street
Frankfort, KY 40622

(502) 564-4480
fax: (502) 564-7953
No.: AS-036-3I6-04-109

CONSTRUCTION/ALTERATION STATUS REPORT

July 1, 2004

AERONAUTICAL STUDY NUMBER: AS-036-3I6-04-109

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

This concerns the permit which was issued to you by the Kentucky Airport Zoning Commission on July 11, 2004. This permit is valid for a period of 18 Month(s) from its date of issuance. If construction is not completed within the said 18-Month period, this permit shall lapse and be void, and no work shall be performed without the issuance of a new permit. When appropriate, please indicate the status of the project in the place below and return this letter to John Houlihan, Administrator, Kentucky Airport Zoning Commission, 200 Mero Street, Frankfort, KY 40622. (502) 564-4480.

STRUCTURE: Antenna Tower
LOCATION: Prestonsburg, KY
COORDINATES: 37-38-47.7 N / 82-53-18.36 W
HEIGHT: 349'AGL/1637'AMSL

CONSTRUCTION/ALTERATION STATUS

1. The project ( ) is abandoned. ( ) is not abandoned.

2. Construction status is as follows:
   Structure reached its greatest height of _____ ft. AGL
   _____ ft. AMSL on _____ (date).

   Date construction was completed. _____

   Type of obstruction marking/painting. _____

   Type of obstruction lighting. _____

   As built coordinates. _____

   Miscellaneous Information: _____

   _____

   _____

DATE_____

SIGNATURE/TITLE_____

INSTRUCTIONS INCLUDED

TC 56-50E (Rev. 0E

Kentucky Transportation Cabinet, Kentucky Airport Zoning Commission, 125 Holmes Street, Frankfort, KY 40622

Kentucky Aeronautical Study Number

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

AS-0336-3I6-04-109

1. APPLICANT -- Name, Address, Telephone, Fax, etc.

Margaret Colpa
Cingular Wireless, LLC
17330 Preston Rd Suite 100A
Dallas, TX 75252
Ph: 972 733 2887 Fax: 972 733 2852

2. Representative of Applicant -- Name, Address, Telephone, Fax

Lisa Glass
Cingular Wireless, LLC
5310 Maryland Way
Brentwood, TN 37027
Ph: 615 221 3583 Fax: 615 221 3626

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

4. Duration: ☑ Permanent ☐ Temporary (Months_____Days_____)

5. Work Schedule: Start April 12, 2004 End April 12, 2005

6. Type: ☑ Antenna Tower ☐ Crane ☐ Building ☐ Power Line
☐ Landfill ☐ Water Tank ☐ Other_____

7. Marking/Painting and/or Lighting Preferred:

☐ Red Lights and Paint ☑ Dual - Red & Medium Intensity White
☐ White - Medium Intensity ☐ Dual - Red & High Intensity White
☐ White - High Intensity ☐ Other_____

8. FAA Aeronautical Study Number_____

9. Latitude: 37 ° 38 ' 47.70 "

10. Longitude: 82 ° 53 ' 18.36 "

11. Datum: ☑ NAD83 ☐ NAD27 ☐ Other_____

12. Nearest Kentucky City: Prestonsburg County: Floyd

13. Nearest Kentucky public use or Military airport:
Paintsville-Prestonsburg-Combs

14. Distance from #13 to Structure: 7.92 NM

15. Direction from #13 to Structure: 223 degrees

16. Site Elevation (AMSL): 1,288.00 Fee

17. Total Structure Height (AGL): 349.00 Fee

18. Overall Height (#16 + #17) (AMSL): 1,637.00 Fee

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

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

Please see attached topographical map.

21. Description of Proposal:

Frequency list Attached.
New structure will be a 340 foot tower with a 9 foot lightning rod. Overall tower tip will be 349 foot AGL.
Market: Allen
Site name: Brainard

22. Has a "NOTICE OF CONSTRUCTION OR ALTERATION" (FAA Form 7460-1) been filed with the Federal Aviation Administration?

☐ No ☑ Yes, When April 12, 2004

CERTIFICATION: I hereby certify that all the above statements made by me are true, complete and correct to the best of my knowledge and belief.

Donald Day (on behalf of Cingular Wireless, LLC) — Printed Name and Title

Signature

4/12/04 — Date

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

Commission Action:

☐ Approved
☐ Disapproved

☐ Chairman, KAZC ☑ Administrator, KAZC

JOHN HOULIHAN Date 9-1-04

EXHIBIT H
GEOTECHNICAL REPORT

CBC Engineers & Associates

May 13, 2004

General Dynamics Wireless Services
1650 Lyndon Farms Court, 3rd Floor
Louisville, KY 40223

Attn: Mr. Donald E. Day
Site Acquisition Manager – KY Region

Re: Geotechnical Engineering Investigation for a Proposed Guy Anchored Tower; Brainard Site, Near Prestonsburg, Kentucky; CBC Report No. 5791-1-0504-02

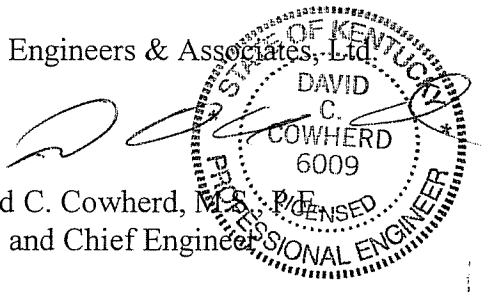
Gentlemen:

We are pleased to submit our report of the geotechnical engineering investigation for the above-referenced project. The purpose of the study was to provide an evaluation of the physical characteristics of the soil strata and net allowable bearing capacities at the locations tested. Also noted are other conditions that might affect the design and/or construction of the proposed guy anchored tower based on the results of the testing.

For your convenience, the samples collected that were not used to perform the laboratory tests will be kept in our office for a period of three months. If you have any questions, or if we can help you in any way, please call us.

Respectfully submitted,

CBC Engineers & Associates, Ltd.



David C. Cowherd, M.S., P.E.
CEO and Chief Engineer

DCC/av
3-Client
1-File

Cowherd, Banner & Carlson Engineers & Associates, Ltd.
125 Westpark Road Centerville, Ohio 45459
Phone: 937-428-6150 FAX: 937-428-6154 Email: cbceng@cbceng.com

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II SPECIFICATIONS

III BORING LOGS, LABORATORY TESTING RESULTS, & PRINTS

SECTION I

TEXT

1.0 INTRODUCTION

Authorization to proceed with this investigation was given by Mr. Donald E. Day of General Dynamics Wireless Services. Work was to proceed in accordance with CBC Engineers & Associates, Ltd. Quotation No. 04-104-02 dated February 24, 2004 and Addendum No. 1 dated April 19, 2004, and letter dated May 3, 2004, and the terms and conditions of the contract attached thereto.

The proposed self-supporting tower is located off Rough and Tough Road near Prestonsburg, Kentucky. Specifically, the tower is located at latitude 37° 38' 47.70" and longitude 82° 53' 18.36". A Vicinity Map is presented in Figure 1 in Section III of this document.

2.0 WORK PERFORMED

2.1 FIELD WORK

Four (4) borings were made in the relative positions shown on the Boring Location Plan (Figure 2) in Section III. The boring logs and resulting data are also included in Section III. The borings were made with a truck-mounted boring rig using hollow-stem augers and employing standard penetration resistance methods (ASTM D-1586, which includes 140-pound hammer, 30-inch drop, and two-inch-O.D. split-spoon sampler) at maximum depth intervals of five feet or at major changes in stratum, whichever occurred first. The disturbed split-spoon samples were visually classified, logged, sealed in moisture-proof jars, and taken to the CBC Engineers & Associates, Ltd. laboratory for study. The depths where these "A"-type split-spoon samples were collected are noted on the boring logs.

Four (4) fifteen foot cores of the rock were taken utilizing "NX" coring equipment. This core was taken to confirm the presence of rock at the site and to allow determination of the physical characteristics of the rock. The core was made with "NX" size diamond coring equipment. The position at which the core was taken is indicated on the boring log as a "B"-type sample.

2.2 LABORATORY WORK

Twelve (12) natural moisture content determinations were made in accordance with ASTM D-4643. The results of these tests are tabulated in Table 1 as follows, and are also included in Section III of this report:

TABLE 1

RESULTS OF NATURAL MOISTURE CONTENT TESTS (ASTM D-4643)

BORING NO.	DEPTH INCREMENT, (FT.)	NATURAL MOISTURE CONTENT, %
Centerline of Tower	0.0 to 1.5	8.3
Centerline of Tower	3.5 to 5.0	13.9
Centerline of Tower	6.0 to 7.5	17.1
Anchor A	3.0 to 4.5	10.3
Anchor A	6.0 to 7.5	11.9
Anchor B	0.0 to 1.5	2.8
Anchor B	3.5 to 5.0	12.1
Anchor B	6.5 to 8.0	17.7
Anchor C	0.0 to 1.5	9.0
Anchor C	3.5 to 5.0	11.3
Anchor C	6.5 to 8.0	14.5
Anchor C	8.5 to 10.0	16.0

3.0 SOIL CONDITIONS AND GROUNDWATER LEVELS

Geologically the site is situated in a residual soils area overlying rock at shallow depths. The site is overlain by fill extending to the following depths at those located tested.

TABLE 2

DEPTH OF FILL

BORING NO.	TOWER	DEPTH OF FILL, (FT.)
CBC-1	Centerline	14.7
CBC-2	A	16.1
CBC-3	B	8.6
CBC-4	C	13.6

The fill is composed of strip spoil and extends to rock at the depths indicated in Table 2. The rock is a gray shale. Auger refusal was encountered and coring begun at the depths shown in Table 2. The RQD of the shale varies between 40% and 91%, with the higher RQD's being at deeper depths. Groundwater was encountered at the following depths at those locations tested.

TABLE 3

DEPTH TO FREE GROUNDWATER AT THE TIME OF DRILLING ACTIVITIES
(AS MEASURED BENEATH THE EXISTING SITE GRADE)

BORING NO.	DEPTH TO GROUNDWATER DURING DRILLING ACTIVITIES, (FT.)
CBC-1	4.0
CBC-2	10.0
CBC-3	4.0
CBC-4	4.0

It should be noted that short-term water level readings are not necessarily a reliable indication of the groundwater level and that significant fluctuations may occur due to variations in rainfall and other factors. For specific questions on the soil conditions, please refer to the individual boring logs in Section III.

Based on the encountered soil conditions at the project site, the site classification was determined to be "Site Class B" per the Kentucky Building Code. In addition, a S_{DS} coefficient of 0.187g was calculated, and a S_{D1} coefficient of 0.087g was also calculated for design based on the aforementioned building code. A "Site Class B" suggests that the materials are rock below foundation depth. There is fill extending to rock, with shale being encountered below the fill. The International Building Code allows a "Site Class B" for sites where there is less than 10 feet of soil overlying the rock. Since foundations must extend to rock, the site class is "B".

4.0 DISCUSSION AND RECOMMENDATIONS

4.1 PROJECT DESCRIPTION

The structure to be constructed at this site is a guyed tower which will contain a foundation beneath the tower and 3 guy anchors. The specific loading on the structure is not

known. It is assumed that the center structure will be supported on a single foundation and the tower will be anchored by 3 guy anchors as shown on the print. The following recommendations are based on the above data; therefore, if these data are incorrect or if changes are made, CBC Engineers & Associates, Ltd. should be notified so that the new data can be reviewed.

As stated under soil profile the site is overlain by fill extending to rock. The fill is unsuitable for support of foundations for the tower. The bearing capacity of the rock below the fill is 10 tons/ft.^{2}. Foundations for the structure could be either a spread footing foundation or drilled piers extending to the rock. Piers could be augered to the rock at the depths shown in Table 3. If drilled piers are used an adhesion value, or uplift capacity of 2000 psf for that portion of the pier extended into rock can be used for design of uplift. No friction should be used for that portion of the pier in rock. If a spread footing foundation is utilized and it is necessary to anchor the spread footing, dywidag anchors could be used, the holes for the bars could be cored into the rock, and the dywidag anchors set in epoxy into the rock. It is estimated that anchor rods which extend at least 10 feet into the rock can be designed for the capacity of the anchor and that the 10 feet will provide sufficient pull-out length as well as sufficient strength against shearing of a cone of the rock.

There are three (3) considerations to be made in the design of pull-outs, namely:

- strength of the anchor rod
- shearing of the rock
- pull-out of the anchor rod

We do not at this time know the loads that will be placed on the tower nor the uplift forces. If desirable, these loads can be furnished to CBC Engineers & Associates, Ltd. and we can provide depths of particular types of anchors given the conditions at this site.

4.2 LATERAL AND UPLIFT FORCES ON SHALLOW FOOTINGS

Lateral forces on the foundation elements can be resisted by passive lateral earth pressures against the opposite vertical face of the foundation and by friction along the soil/foundation interface. An allowable resisting passive earth pressure of 300 lbs./sq. ft., and coefficient of friction of 0.5, respectively, can be used for design purposes. The passive

resistance should only be used for that portion of the foundation located at a depth greater than 2.5 feet beneath the final grade (Figure 3 in Section III of this text). A factor of safety of 1.5 relative to the lateral capacity should be used in design. It should be noted that lateral movements, on the order of up to 0.5 inch, may occur to mobilize this lateral resisting force.

It is further recommended that only the weight of the footing and the total weight of the soil above and within the periphery of the footing be used for resisting uplift forces. A total soil unit weight of 120 lbs./cu. ft. should be used for these computations for backfill material above the foundation (Figure 4 in Section III of this document). It is also recommended that a factor of safety of at least 1.5 be used in calculating uplift resistance due to the weight of the footing and the backfill soil. As previously stated, anchor rods epoxied into the rock could also be used to provide resistance to uplift.

4.3 FOUNDATION EXCAVATIONS

The foundation excavation should be inspected to insure that all loose, soft or otherwise undesirable material is removed and that the foundation will bear on satisfactory material. Special care should be exercised to remove any sloughed, loose or soft materials near the base of the excavation slopes. All Federal, State, and Local regulations should be strictly adhered to relative to excavation side-slope geometry.

4.4 SLOPE CONSIDERATIONS

In general, temporary cut slopes of 1 (horizontal) to 1 (vertical) should remain stable during a reasonable construction period provided they are not higher than about 10 feet and are not subjected to excessive vibration from construction equipment and are protected from surface erosion. The need for temporary bracing of utility trenches should be anticipated. In general, any permanent cut slopes should be no steeper than about 3 (horizontal) to 1 (vertical).

4.5 CONSTRUCTION DEWATERING

At the time of our investigation, no free groundwater was encountered. However, it is possible that some seepage into foundation excavations will occur, depending on the seasonal conditions. Excavations which intercept saturated, discontinuous water bearing zones or other

wet granular zones may encounter significant quantities of free groundwater. It is anticipated that any such seepage can be intercepted by open sumps from which the water can be pumped.

4.6 SOIL SWELLING POTENTIAL

Based upon the laboratory tests performed for this study and the mineralogy of typical glacial silty clay soils from the general vicinity of the project site, no significant soil swelling is anticipated. To our knowledge, there are no instances of problems associated with soil swelling in the project vicinity.

4.7 LIQUEFACTION

When certain soils (generally only granular soils) below the groundwater table are subjected to dynamic loads, such as those produced by earthquakes, a sudden increase in pore water pressure as the result of shearing of the soil particles passed one another. In extreme cases, when these shear induced pore water pressures exceed the strength of the soil, the soil strength can reduce to zero thereby resulting in a phenomenon known as "liquefaction." Conditions at this site have been examined to determine the likelihood for liquefaction of the natural soils during earthquake ground motions.

Soil type, relative density, initial confining pressure (i.e., the depth of the potentially liquefiable soil below the ground surface) and the magnitude of potential ground motions are the most important factors in determining the liquefaction potential of a soil mass. It is generally agreed that saturated, relatively loose (with blow counts or "N" values typically less than about 13) in the upper 50 feet or so are most susceptible to liquefaction.

Clayey soils are generally considered to be non-vulnerable to liquefaction. It is, therefore, concluded that liquefaction (or any significant loss of strength) of the soils underlying the project site during earthquake ground motions is extremely unlikely. To our knowledge, there are no recorded cases of liquefaction of subsurface materials similar to those at this project site. Therefore, no special design measures relative to soil liquefaction appear to be warranted.

4.8 DRAINAGE

Adequate drainage should be provided at the site to minimize any increase in moisture content of the foundation soils. The exterior grade (including all parking areas) should be sloped away from all facility structures to prevent ponding of water.

4.9 BEDROCK EXCAVATION

The shale with interbedded limestone bedrock revealed within the exploratory test boring can generally be excavated using trackhoes (such as a Caterpillar model 330 or larger) or large dozers (such as a Caterpillar model D9 or larger) to depth up to about 11 feet. However, it must be emphasized that many of the limestone strata within the bedrock mass are quite hard and may require hoe-ramming for excavation. This also holds true for large "floaters" which may be encapsulated by the clay and silt soil matrix, and that hoe-ramming may also be necessary to break up these large tabular-shaped bedrock fragments. However, the excavation technique must be confirmed in the field by the Contractor at the time of construction activities.

5.0 CLOSURE

5.1 BASIS OF RECOMMENDATIONS

The evaluations, conclusions, and recommendations in this report are based on our interpretation of the field and laboratory data obtained during the exploration, our understanding of the project and our experience with similar sites and subsurface conditions. Data used during this exploration included, but were not necessarily limited to:

- one exploratory boring performed during this study,
- observations of the project site by our staff,
- results of the laboratory soil tests,
- site plans and drawings furnished by General Dynamics Wireless Services,
- limited interaction with Mr. Donald E. Day of General Dynamics Wireless Services; and
- published soil or geologic data of this area.

In the event that changes in the project characteristics are planned, or if additional information or differences from the conditions anticipated in this report become apparent, CBC Engineers & Associates, Ltd., should be notified so that the conclusions and recommendations contained in this report can be reviewed and, if necessary, modified or verified in writing.

5.2 LIMITATIONS OF STUDY/RECOMMENDED ADDITIONAL SERVICES

The subsurface conditions discussed in this report and those shown on the boring logs represent an estimate of the subsurface conditions based on interpretation of the boring data using normally accepted geotechnical engineering judgments. Although individual test boring are representative of the subsurface conditions at the boring locations on the dates shown, they are not necessarily indicative of subsurface conditions at other locations or at other times.

Regardless of the thoroughness of a subsurface exploration, there is the possibility that conditions between borings will differ from those at the boring locations, that conditions are not as anticipated by designers, or that the construction process has altered the soil conditions. As variations in the soil profile are encountered, additional subsurface sampling and testing may be necessary to provide data required to re-evaluate the recommendations of this report. Consequently, after submission of this report it is recommended that CBC Engineers & Associates, Ltd. be authorized to perform additional services to work with the designer(s) to minimize errors and omissions regarding the interpretation and implementation of this report.

Prior to construction, we recommend that CBC Engineers & Associates, Ltd.:

- work with the designers to implement the recommended geotechnical design parameters into plans and specifications,
- consult with the design team regarding interpretation of this report,
- establish criteria for the construction observation and testing for the soil conditions encountered at this site; and
- review final plans and specifications pertaining to geotechnical aspects of design.

During construction, we recommend that CBC Engineers & Associates, Ltd.:

- observe the construction, particularly the site preparation, fill placement, and foundation excavation or installation,
- perform in-place density testing of all compacted fill,
- perform materials testing of soil and other materials as required; and
- consult with the design team to make design changes in the event that differing subsurface conditions are encountered.

If CBC Engineers & Associates, Ltd. is not retained for these services, we shall assume no responsibility for construction compliance with the design concepts, specifications or recommendations.

5.3 WARRANTY

Our professional services have been performed, our findings obtained and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. No other warranty, express or implied, is made.

While the services of CBC Engineers & Associates, Ltd. are a valuable and integral part of the design and construction teams, we do not warrant, guarantee, or insure the quality or completeness of services provided by other members of those teams, the quality, completeness, or satisfactory performance of construction plans and specifications which we have not prepared, nor the ultimate performance of building site materials.

5.3.1 SUBSURFACE EXPLORATION

Subsurface exploration is normally accomplished by test borings, although test pits are sometimes employed. The method of determining the boring location and the surface elevation at the boring is noted in the report, and is presented on the Boring Location Plan or on the boring log. The location and elevation of the boring should be considered accurate only to the degree inherent with the method used.

The boring log includes sampling information, description of the materials recovered, approximate depth of boundaries between soil and rock strata and groundwater data. The boring log represents conditions specifically at the location and time the boring was made. The boundaries between different soil strata are indicated at specific depths; however, these depths are in fact approximate and are somewhat dependent upon the frequency of sampling (The transition between soil strata is often gradual). Free groundwater level reading are made at the times and under conditions stated on the boring logs (Groundwater levels change with time and season). The borehole does not always remain open sufficiently long for the measured water level to coincide with the groundwater table.

5.3.2 LABORATORY AND FIELD TESTS

Laboratory and field tests are performed in accordance with specific ASTM standards unless otherwise indicated. All determinations included in a given ASTM standard are not always required and performed. Each test report indicates the measurements and determinations actually made.

5.3.3 ANALYSIS AND RECOMMENDATIONS

The geotechnical report is prepared primarily to aid in the engineering design of site work and structural foundations. Although the information in the report is expected to be sufficient for these purposes, it is not intended to determine the cost of construction or to stand alone as a construction specification.

Our engineering report recommendations are based primarily on data from test borings made at the locations shown on a boring location drawing included. Soil variations may exist between borings and these variations may not become evident until construction. If significant variations are then noted, the geotechnical engineer should be contacted so that field conditions can be examined and recommendations revised if necessary.

The geotechnical engineering report states our understanding as to the location, dimensions and structural features proposed for the site. Any significant changes in the nature, design, or location of the site improvements MUST be communicated to the geotechnical engineer such that the geotechnical analysis, conclusions, and recommendations can be

appropriately adjusted. The geotechnical engineer should be given the opportunity to review all drawings that have been prepared based on their recommendations.

5.3.4 CONSTRUCTION MONITORING

Construction monitoring is a vital element of complete geotechnical services. The field engineer/inspector is the owner's "representative" observing the work of the contractor, performing tests as required in the specifications, and reporting data developed from such tests and observations. The field engineer or inspector does not direct the contractor's construction means, methods, operations or personnel. The field inspector/engineer does not interfere with the relationship between the owner and the contractor and, except as an observer, does not become a substitute owner on site. The field inspector/engineer is responsible for his own safety but has no responsibility for the safety of other personnel at the site. The field inspector/engineer is an important member of a team whose responsibility is to watch and test the work being done and report to the owner whether that work is being carried out in general conformance with the plans and specifications.

5.3.5 GENERAL

The scope of our services did not include an environmental assessment for the presence or absence of hazardous or toxic materials in the soil, surface water, groundwater or air, on, within or beyond the site studied. Any statements in the report or on the boring logs regarding odors, staining of soils or other unusual items or conditions observed are strictly for the information of our client.

To evaluate the site for possible environmental liabilities, we recommend an environmental assessment, consisting of a detailed site reconnaissance, a record review, and report of findings. Additional subsurface drilling and samplings, including groundwater sampling, may be required. CBC Engineers & Associates, Ltd. can provide this service and would be pleased to provide a cost proposal to perform such a study, if requested.

This report has been prepared for the exclusive use of General Dynamics Wireless Services, for specific application to the proposed self-supporting tower (see Figure 1 in Section III of this report). Specific design and construction recommendations have been provided in the

various sections of the report. The report shall, therefore, be used in its entirety. This report is not a bidding document and shall not be used for that purpose. Anyone reviewing this report must interpret and draw their own conclusions regarding specific construction techniques and methods chosen. CBC Engineers & Associates, Ltd. is not responsible for the independent conclusions, opinions or recommendations made by others based on the field exploratory and laboratory test data presented in this report.

SECTION II

SPECIFICATIONS

STANDARD SPECIFICATIONS FOR DRILLED PIER INSTALLATION

1.0 DRILLING PROCEDURE

1.1 Drilled piers will be installed with large caisson drill rigs capable of torque and crowd forces sufficient to install drilled piers at the project site given the in-situ soil conditions.

1.2 The drill rig kelly bar and auger will be carefully and accurately placed over the centerline of the drilled pier. The Contractor is responsible for providing necessary surveying to verify drilled pier location before, during, and after the drilled pier installation.

1.3 The augers are advanced downwards as they are rotated such that drilling of the soil mass is efficiently accomplished. Depending on the subsurface conditions, and the requirements for the given project, a temporary steel casing should be installed at this time to preclude caving of the soil and/or broken rock mass being penetrated.

2.0 CASING INSTALLATION

2.1 The casing will be checked for centerline accuracy and plumbness by the Contractor's survey crew. During casing installation, the Contractors survey crew will verify alignment with instruments. If plumbness and alignment are not within tolerance as determined by the Contractors survey crew, the casing will be extracted and re-aligned as necessary.

2.2 The drill rig will remove soil and bedrock material from within the casing to the drilled pier design tip elevation. A steel casing, or "Sonotube" shall be inserted into the borehole to preclude cave-ins and/or instability in the borehole.

2.3 The bearing surface within the drilled pier will be inspected by a registered Professional Engineer prior to being approved for structural concreting.

3.0 INSTALLATION OF THE REBAR CAGE

3.1 An epoxy coated spiraled reinforcing steel cage will be installed while in the drilled pier borehole.

3.2 To assist in assuring that the reinforcing steel cage does not settle during concrete pumping, a mat of reinforcing steel bars will be installed across the bottom of the reinforcing steel cage perpendicular to the vertical axis of the cage. The exact number of bars will be determined and installed by the Structural Engineer. The number of rebar boots used on the bottom of the cage will also be determined by the Structural Engineer.

3.3 The reinforcing steel cage will be lowered into the drilled pier borehole, while drilled pier spacers are placed at intervals as required by the Structural Engineer. The reinforcing steel cage will be checked for alignment by the Contractors survey crew.

3.4 The crane will remain attached to the reinforcing steel cage while the concrete pump outlet pipe is lowered to just above the bottom of the drilled pier. The concrete pump pipe sections will be welded together to assure that do not separate during pumping.

4.0 CONCRETING OF THE DRILLED PIER

4.1 Concrete pumping may commence once the bearing surface has been approved in accordance with Clause 2.3

4.2 A three inch trash pump will be used to pump slurry and/or water from within the casing and from above the newly pumped concrete.

4.3 The concrete pump outlet pipe will maintain at least ten (10) feet of embedment into the fresh concrete. The concrete level in the casing will be monitored.

4.4 The casing will be completely extracted with the crane and/or vibratory hammer. Caisson clamps on the vibratory hammer (if applicable) will be adjusted to the proper dimension to withdrawal the casing.

4.5 The concrete will be terminated at the top of drilled pier elevation and screeded flat.

4.6 The upper reinforcing steel dowel cage will be lowered into the concrete to the embedment elevation. If necessary, the concrete will be vibrated to assist in placement. Alignment will be verified by the Contractors survey crew and the cage will be sufficiently braced.

SECTION III

BORING LOGS, LAB TESTING RESULTS, & PRINTS

BORING LOG TERMINOLOGY

STRATUM DEPTH

Distance in feet and/or inches below ground surface.

STRATUM ELEVATION

Elevation in feet below ground surface elevation.

DESCRIPTION OF MATERIALS

Major types of soil material existing at boring location. Soil classification based on one of the following systems: Unified Soil Classification System, Ohio State Highway Classification System, Highway Research Board Classification System, Federal Aviation Authority Classification System, Visual Classification.

SAMPLE NO.

Sample numbers are designated consecutively, increasing with depth for each boring.

SAMPLE TYPE

"A" Split spoon, 2" O.D., 1-3/8" I.D., 18" in length.

"B" One of the following:

- Power Auger Sample
- Piston Sample
- Diamond Bit NX: BX: AX:
- Housel Sample
- Wash Sample
- Denison Sample

"C" Shelby Tube 3" O.D. except where noted.

SAMPLE DEPTH

Depth below top of ground at which appropriate sample was taken.

BLOWS PER 6" ON SAMPLER

The number of blows required to drive a 2" O.D., 1-3/8" I.D., split spoon sampler, using a 140 pound hammer with a 30 inch free fall, is recorded for 6" drive increments. (Example: 3/8/9)

"N" BLOWS/FT.

Standard penetration resistance. This value is based on the total number of blows required for the last 12" of penetration. (Example: 3/8/9 $\therefore$ N = 8 + 9 = 17)

WATER OBSERVATIONS

Depth of water recorded in test boring is measured from top of ground to top of water level. Initial depth indicates water level during boring, completion depth indicates water level immediately after boring, and depth of "X" number hours indicates water level after letting water rise or fall over a time period. Water observations in pervious soil are considered reliable ground water levels for that date. Water observations in impervious soils can not be considered accurate ground water measurements for that date unless records are made over several days' time. Factors such as weather, soil porosity, etc., will cause the ground water level to fluctuate for both pervious and impervious soils.

SOIL DESCRIPTION

COLOR

When the color of the soil is uniform throughout, the color recorded will be such as brown, gray, black and may be modified by adjectives such as light and dark. If the soil's predominant color is shaded by a secondary color, the secondary color precedes the primary color, such as: gray-brown, yellow-brown. If two major and distinct colors are swirled throughout the soil, the colors will be modified by the term mottled, such as: mottled brown and gray.

PARTICLE SIZE	VISUAL
Boulders	Larger than 8"
Cobbles	8" to 3"
Gravel—Coarse	3" to ¾"
Fine	2 mm. To ¾"
Sand —Coarse	2 mm.-0.6 mm. (Pencil lead size)
—Medium	0.6 mm.-0.2 mm.
	(Table sugar and salt size)
—Fine	0.2 mm.-0.06 mm.
	(Powdered sugar and human hair size)
Silt	0.06 mm.-0.002 mm.
Clay	0.002 and smaller (Particle size of both Silt and Clay not visible
	to naked eye)

SOIL COMPONENTS	
Major Component	**Minor Component Term**
Gravel	Trace 1-10%
Sand	Some 11-35%
Silt	And 36-50%
Clay	

Moisture Content	
Term	**Relative Moisture**
Dry	Powdery
Damp	Moisture content below plastic limit
Moist	Moisture content
	above plastic limit but below liquid limit
Wet	Moisture content above liquid limit

Condition of Soil Relative to Compactness Granular Material	
Very Loose	5 blows/ft. or less
Loose	6 to 10 blows/ft.
Medium Dense	11 to 30 blows/ft.
Dense	30 to 50 blows/ft.
Very Dense	51 blows/ft. or more

Condition of Soil Relative to Consistency Cohesive Material	
Very Soft	3 blows/ft. or less
Soft	4 to 5 blows/ft.
Medium Stiff	6 to 10 blows/ft.
Stiff	11 to 15 blows/ft.
Very Stiff	16 to 30 blows/ft.
Hard	31 blows/ft. or more

STANDARD PENETRATION RESISTANCE (ASTM D1586)

The purpose of this test is to determine the relative consistency of the soils in a boring, or from boring to boring over the site. This method consists of making a hole in the ground and driving a 2 inch O.D. split spoon sampler into the soil with a 140 pound hammer dropped from a height of 30 inches. The sampler is driven 18 inches and the number of blows recorded for each 6 inches of penetration. Values of standard penetration (N) are determined in blows per foot, summarizing the blows required for the last two 6 inch increments of penetration. (Example: 2-6-8; N = 14)

THIN-WALLED SAMPLER (ASTM D1587)

The purpose of the thin-walled sampler is to recover a relatively undisturbed soil sample for laboratory tests. The sampler is a thin-walled seamless tube with a 3 inch outside diameter, which is hydraulically pressed into the ground, at a constant rate. The ends are then sealed to prevent moisture loss, and the tube is returned to the laboratory for tests.

UNCONFINED COMPRESSION OR TRIAXIAL TESTS (ASTM D2166)

The unconfined compression test and the triaxial tests are performed to determine the shearing strength of the soil, to use in establishing its safe bearing capacity. In order to perform the unconfined compression tests, it is necessary that the soil exhibit sufficient cohesion to stand in an unsupported cylinder. These tests are normally performed on samples which are 6.0 inches in height and 2.85 inches in diameter. In the triaxial test, various lateral stresses can be applied to more closely simulate the actual field conditions. There are several different types of triaxial tests. These are, however, normally performed on constant strain apparatus with a deformation rate of 0.05 inches per minute.

CONSOLIDATION TEST (ASTM D2435)

The purpose of this test is to determine the compressibility of the soil. This test is performed on a sample of soil which is 2.5 inches in diameter and 1.0 inch in height, and has been trimmed from relatively "undisturbed" samples. The test is performed with a level system or an air activated piston for applying load. The loads are applied in increments and allowed to remain on the sample for a period of 24 hours. The consolidation of the sample under each individual load is measured and a curve of void ratio vs. Pressure is obtained. From the information obtained in this manner and the column loads of the structure, it is possible to calculate the settlement of each individual building column. This information, together with the shearing strength of the soil, is used to determine the safe bearing capacity for a particular structure.

REVISED TO ASTM D4318
ATTERBERG LIMITS (ASTM D423 AND D424)

These tests determine the liquid and plastic limits of soils having a predominant percentage of fine particle (silt and clay) sizes. The liquid limit of a soil is the moisture content expressed as a percent at which the soil changes from a liquid to a plastic state, and the plastic limit is the moisture content at which the soil changes from a plastic to a semi-solid state. Their difference is defined as the plasticity index (P.I. = L.L. - P.L.), which is the change in moisture content required to change the soil from a "semi-solid" to a liquid. These tests furnish information about the soil properties which is important in determining their relative swelling potential and their classifications.

MECHANICAL ANALYSIS (ASTM D422)

This test determines the percent of each particle size of a soil. A sieve analysis is conducted on particle sizes greater than a No. 20 sieve (0.074 mm), and a hydrometer test on particles smaller than the No. 200 sieve. The gradation curve is drawn through the points of cumulative per cent of particle size, and plotted on semi-logarithmic paper for the combined sieve and hydrometer analysis. This test, together with the Atterberg Limits tests, is used to classify a soil.

NATURAL MOISTURE CONTENT (ASTM D2216)

The purpose of this test is to indicate the range of moisture contents present in the soil. A wet sample is weighed, placed in the constant temperature oven at 105° for 24 hours, and re-weighed. The moisture content is the change in weight divided by the dry weight.

PROCTOR TESTS

The purpose of these tests is to determine the maximum density and optimum moisture content of a soil. The Modified Proctor test is performed in accordance with ASTM D1557-70. The test is performed by dropping a 10 pound hammer 25 times from an 18 inch height on each of 5 equal layers of soil in a 1/30 cubic foot mold, which represents a compaction effort of 56,250 foot pounds per cubic foot. The moisture content is then raised, and this procedure is repeated. A moisture density curve is then plotted, with the density on the ordinate axis and the moisture content on the abscissa axis. The moisture content at which the maximum density requirement can be achieved with a minimum compactive effort is designated as the optimum moisture content (O.M.C.). The Standard Proctor test is performed in accordance with ASTM D698-70. This test is similar to the Modified Proctor test and is performed by dropping a 5.5 pound hammer 25 times from a height of 12 inches on 3 equal layers of soil in a 1/30 cubic foot mold, which represents a compaction effort of 12,375 foot pounds per cubic foot. This test gives proportionately lower results than the Modified Proctor test.

FIELD CLASSIFICATION SYSTEM FOR ROCK EXPLORATION

Sarpolite A transitional material between soil and rock retains the relic structure of the parent rock and exhibits penetration resistance between 60 blows per foot and 100 blows/2 inches of penetration.

R.Q.D. Rock Quality Designation; Ratio of the core lengths greater than four inches to the total length of the core run.

Description	Percentage Core Recovered	RQD Rock Quality Description	Description of Rock Quality
Incompetent	Less than 40	0 - 25	very poor
Competent	40 - 70	25 - 50	poor
Fairly Competent	70 - 80	50 - 75	fair
Fairly Continuous	80 - 90	75 - 90	good
Continuous	90 - 100	90 - 100	excellent

FIELD HARDNESS: (A measure of resistance to scratching or abrasion)

Very Hard	Cannot be scratched with knife or sharp pick, breaking of hand specimens requires several hard blows of geologist's pick.
Hard	Can be scratched with knife or pick only with difficulty. Hard blow of a hammer required to detach hand specimen.
Moderately Hard	Can be scratched with knife or pick. Gouges or grooves to ¼ inch deep can be excavated by hard blow of point of a geologist's pick. Hand specimens can be detached by moderate blow.
Medium	Can be grooved or gouged 1/16 inch deep by firm pressure on knife or pick point. Can be excavated in small chips to pieces about 1 inch maximum size by hard blows of the point of a geologist's pick.
Soft	Can be gouged or grooved readily with knife or pick point. Can be excavated in chips and pieces several inches in size by moderate blows of a pick point. Small thin pieces can be broken by finger pressure.
Very soft	Can be carved with knife. Can be excavated with point of pick. Pieces 1 inch or more in thickness can be broken with finger pressure. Can be scratched readily by fingernail.

WEATHERING: (The action of the elements in altering the color, texture, and composition of the rock)

Very slightly	Rock generally fresh, joints stained, some joints may contain thin clay coatings, crystals in broken face show bright. Rock rings under hammer if crystalline.
Slightly	Rock generally fresh, joins stained, and discoloration extends into rock up to 1 inch. Joints may contain clay. In granitoid rocks some occasional feldspar crystals are dull and discolored. Crystalline rocks ring under hammer.
Moderately	Significant portions of rock show discoloration and weathering effects. In granitoid rocks, most feldspars are dull and discolored; some may be decomposed to clay. Rock as dull sound under hammer and has a significant loss of strength compared with fresh rock.
Severely	All rock except quartz discolored or stained. Rock "fabric" clear and evident but reduced in strength to strong soil. In granitoid rocks all feldspars kaolinized to some extent. Some fragments of strong rock usually left.
Very severely	All rock except quartz discolored of stained. Rock "fabric" discernible, but mass effectively reduces to "soil" with only fragments of strong rock usually left.
Completely	All rock completely altered to soil-like material.

ROCK FRACTURE FREQUENCY: (Any break in a rock whether or not it has undergone relative displacement.)

Description	Spacing Between Fractures
Extremely fractured	Less than 1 inch
Moderately fractured	1 inch to 4 inches
Slightly fractured	4 inches to 8 inches
Sound	More than 8 inches

Note: Fracture frequency terms are generalized to described the average condition of the rock obtained from the core run. Portions of the rock within the run described may vary from the generalized descriptions. Where a core break appears to be due to drilling and not to natural causes, it has not been considered as a break for accessing fracture frequency. Frequency shown on Record of Soil Exploration represents condition of core as removed form the core barrel.

JOINTS BEDDING, AND FOLIATION:

Joints	Bedding & Foliation	Spacing
Very close	Very thin	Less than 2 inches
Close	Thin	2 inches - 1 foot
Moderately close	Medium	1 foot - 3 feet
Wide	Thick	3 feet - 10 feet
Very wide	Very Thick	More than 10 feet

Notes: Refers to perpendicular distance between discontinuities

Attitude	Angle (degrees)
Horizontal	0 to 5
Shallow to low angle	5 to 35
Moderately dipping	35 to 55
Steep or high angle	55 to 85
Vertical	85 to 90

CBC Engineers & Associates, Ltd.
125 Westpark Road
Centerville, OH 45459
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BORING LOG

CLIENT: General Dynamics Wireless Services — REPORT NO.: 5791 — BORING NO.: CL of Tower
Louisville, KY — DATE STD.: 5-6-04 — DATE FINISHED: 5-6-04
PROJECT: Brainard Guyed Tower; Prestonsburg, KY — DRILLERS: Horn — GROUND ELEV.:
LOCATION: As Shown on the Boring Location Plan — METHOD: 3 ¼" HSA

SCALE, FT.	STRATUM DEPTH, FT.	CLASSIFICATION OF MATERIAL Major Soil Components: Gravel Sand Silt Clay Minor Component Term: Trace 1-10% Some 11-35% And 36-50%	SAMPLE NUMBER & SAMPLE TYPE	DEPTH OF SAMPLE, FT. FROM	DEPTH OF SAMPLE, FT. TO	BLOWS ON SAMPLER PER SPT (6" INTER-VAL) (RQD)	SPT "N", OR RECOVERY (IN FOR SHELBY TUBES, % FOR ROCK CORE)
0.0	0.0	(FILL) Brown CLAY, some silt, some sand with rock fragments (strip spoil)	1A	0.0	1.5	7-13-21	34
2.0			2A	3.5	5.0	2-3-4	7
4.0							
6.0			3A	6.0	7.5	2-2-1	3
8.0			4A	8.5	10.0	1-1-1	2
10.0							
12.0							
			5A	13.5	15.0	2-7-9	16
14.0	14.7	(ORIGINAL) Weathered SHALE					
16.0	15.5	Hard gray SHALE					
18.0			1B	15.5	23.5	47%	97%
20.0							
22.0							
24.0							
26.0			2B	22.5	30.5	87%	100%
28.0							
30.0		BOTTOM OF BORING AT 30.5 FEET					
32.0							
34.0							
36.0							
38.0							

WATER LEVEL OBSERVATIONS
Noted on rods 4.0 ft
At completion UN ft
After ____ hours ____ ft

BORING METHOD
HSA Hollow Stem Auger
CFA Continuous Flight Auger
DC Driven Casing
MD Mud Drilling
RC Rock Coring
CA Casing Advancer

TYPE SAMPLE
A - Split Spoon
B - Rock Core
C - Shelby Tube
D - Other

*These Shelby Tube Samples Obtained In An Auxiliary Boring Drilled A Few Feet From This Boring

CBC Engineers & Associates, Ltd.
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BORING LOG

CLIENT: General Dynamics Wireless Services — REPORT NO.: 5791 — BORING NO.: Anchor A
Louisville, KY — DATE STD.: 5-6-04 — DATE FINISHED: 5-6-04
PROJECT: Brainard Guyed Tower; Prestonsburg, KY — DRILLERS: Horn — GROUND ELEV.:
LOCATION: As Shown on the Boring Location Plan — METHOD: 3 ¼" HSA

SCALE, FT.	STRATUM DEPTH, FT.	CLASSIFICATION OF MATERIAL Major Soil Components: Gravel Sand Silt Clay Minor Component Term: Trace 1-10% Some 11-35% And 36-50%	SAMPLE NUMBER & SAMPLE TYPE	DEPTH OF SAMPLE, FT. FROM	DEPTH OF SAMPLE, FT. TO	BLOWS ON SAMPLER PER SPT (6" INTER-VAL) (RQD)	SPT "N", OR RECOVERY (IN FOR SHELBY TUBES, % FOR ROCK CORE)
0.0	0.0	(FILL) Brown CLAY, SILT, SAND, GRAVEL with rock fragments (spoil)	1A	0.0	1.5	6-9-13	22
2.0			2A	3.0	4.5	3-12-9	21
4.0			3A	6.0	7.5	2-1-1	2
6.0			4A	8.0	8.1	50/0.1	100+
8.0			5A	8.1	11.1	0%	33%
10.0			6A	11.1	16.1	0%	20%
12.0			1B	8.1	11.1	0%	33%
14.0			2B	11.1	16.1	0%	20%
16.0	16.1	(ORIGINAL) Gray SHALE	3B	16.1	21.1	82%	100%
18.0			4B	21.1	26.1	88%	100%
20.0			5B	26.1	31.1	88%	100%
22.0							
24.0							
26.0							
28.0							
30.0		BOTTOM OF BORING AT 31.1 FEET					
32.0							
34.0							
36.0							
38.0							

WATER LEVEL OBSERVATIONS
Noted on rods 10.0 ft.
At completion UN ft.
After ___ hours ___ ft.

BORING METHOD
HSA Hollow Stem Auger
CFA Continuous Flight Auger
DC Driven Casing
MD Mud Drilling
RC Rock Coring
CA Casing Advancer

TYPE SAMPLE
A - Split Spoon
B - Rock Core
C - Shelby Tube
D - Other

*These Shelby Tube Samples Obtained In An Auxiliary Boring Drilled A Few Feet From This Boring

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BORING LOG

CLIENT: General Dynamics Wireless Services, Louisville, KY
PROJECT: Brainard Guyed Tower; Prestonsburg, KY
LOCATION: As Shown on the Boring Location Plan
REPORT NO.: 5791
DATE STD.: 5-6-04
DRILLERS: Horn
METHOD: 3 ¼" HSA
BORING NO.: Anchor B
DATE FINISHED: 5-6-04
GROUND ELEV.:

SCALE, FT.	STRATUM DEPTH, FT.	CLASSIFICATION OF MATERIAL Major Soil Components: Gravel, Sand, Silt, Clay Minor Component Term: Trace 1-10%, Some 11-35%, And 36-50%	SAMPLE NUMBER & SAMPLE TYPE	DEPTH OF SAMPLE, FT. FROM	DEPTH OF SAMPLE, FT. TO	BLOWS ON SAMPLER PER SPT (6" INTER-VAL) (RQD)	SPT "N", OR RECOVERY (IN. FOR SHELBY TUBES, % FOR ROCK CORE)
0.0	0.0	(FILL) Mine Spoil	1A	0.0	1.5	23-12-11	23
2.0			2A	3.5	5.0	4-5-5	10
4.0							
6.0			3A	6.5	8.0	3-4-5	9
			4A	8.5	8.6	50/0.1	100+
8.0	8.6	(ORIGINAL) Gray SHALE					
10.0							
12.0			1B	8.6	16.6	65%	100%
14.0							
	15.0	Gray SANDSTONE					
16.0	16.0	Gray SHALE					
			2B	16.6	23.6	81%	100%
18.0							
20.0	21.0	Gray SANDSTONE					
22.0							
		BOTTOM OF BORING AT 23.6 FEET					
24.0							
26.0							
28.0							
30.0							
32.0							
34.0							
36.0							
38.0							

WATER LEVEL OBSERVATIONS
Noted on rods 4.0 ft.
At completion NT ft.
After ____ hours ____ ft

BORING METHOD
HSA Hollow Stem Auger
CFA Continuous Flight Auger
DC Driven Casing
MD Mud Drilling
RC Rock Coring
CA Casing Advancer

TYPE SAMPLE
A - Split Spoon
B - Rock Core
C - Shelby Tube
D - Other

*These Shelby Tube Samples Obtained In An Auxiliary Boring Drilled A Few Feet From This Boring

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BORING LOG

CLIENT: General Dynamics Wireless Services — REPORT NO.: 5791 — BORING NO.: Anchor C
Louisville, KY — DATE STD.: 5-6-04 — DATE FINISHED: 5-6-04
PROJECT: Brainard Guyed Tower; Prestonsburg, KY — DRILLERS: Horn — GROUND ELEV.:
LOCATION: As Shown on the Boring Location Plan — METHOD: 3 ¼" HSA

SCALE, FT.	STRATUM DEPTH, FT.	CLASSIFICATION OF MATERIAL Major Soil Components: Gravel, Sand, Silt, Clay Minor Component Term: Trace 1-10%, Some 11-35%, And 36-50%	SAMPLE NUMBER & SAMPLE TYPE	DEPTH OF SAMPLE, FT. FROM	DEPTH OF SAMPLE, FT. TO	BLOWS ON SAMPLER PER SPT (6" INTER-VAL.) (RQD)	SPT "N", OR RECOVERY (IN FOR SHELBY TUBES, % FOR ROCK CORE)
0.0	0.0	(FILL) Mine Spoil	1A	0.0	1.5	8-10-16	26
2.0			2A	3.5	5.0	3-6-5	11
4.0			3A	6.5	8.0	2-1-1	2
6.0			4A	8.5	10.0	2-2-3	5
8.0			5A	13.5	13.6	50/0.1	100+
10.0							
12.0							
14.0	13.6	(ORIGINAL) Gray SANDSTONE					
16.0			1B	13.6	21.6	40%	98%
18.0							
20.0			2B	21.6	28.6	91%	100%
22.0							
24.0							
26.0							
28.0		BOTTOM OF BORING AT 28.6 FEET					
30.0							
32.0							
34.0							
36.0							
38.0							

WATER LEVEL OBSERVATIONS
Noted on rods 4.0 ft.
At completion NT ft.
After ____ hours ____ ft.

BORING METHOD
HSA Hollow Stem Auger
CFA Continuous Flight Auger
DC Driven Casing
MD Mud Drilling
RC Rock Coring
CA Casing Advancer

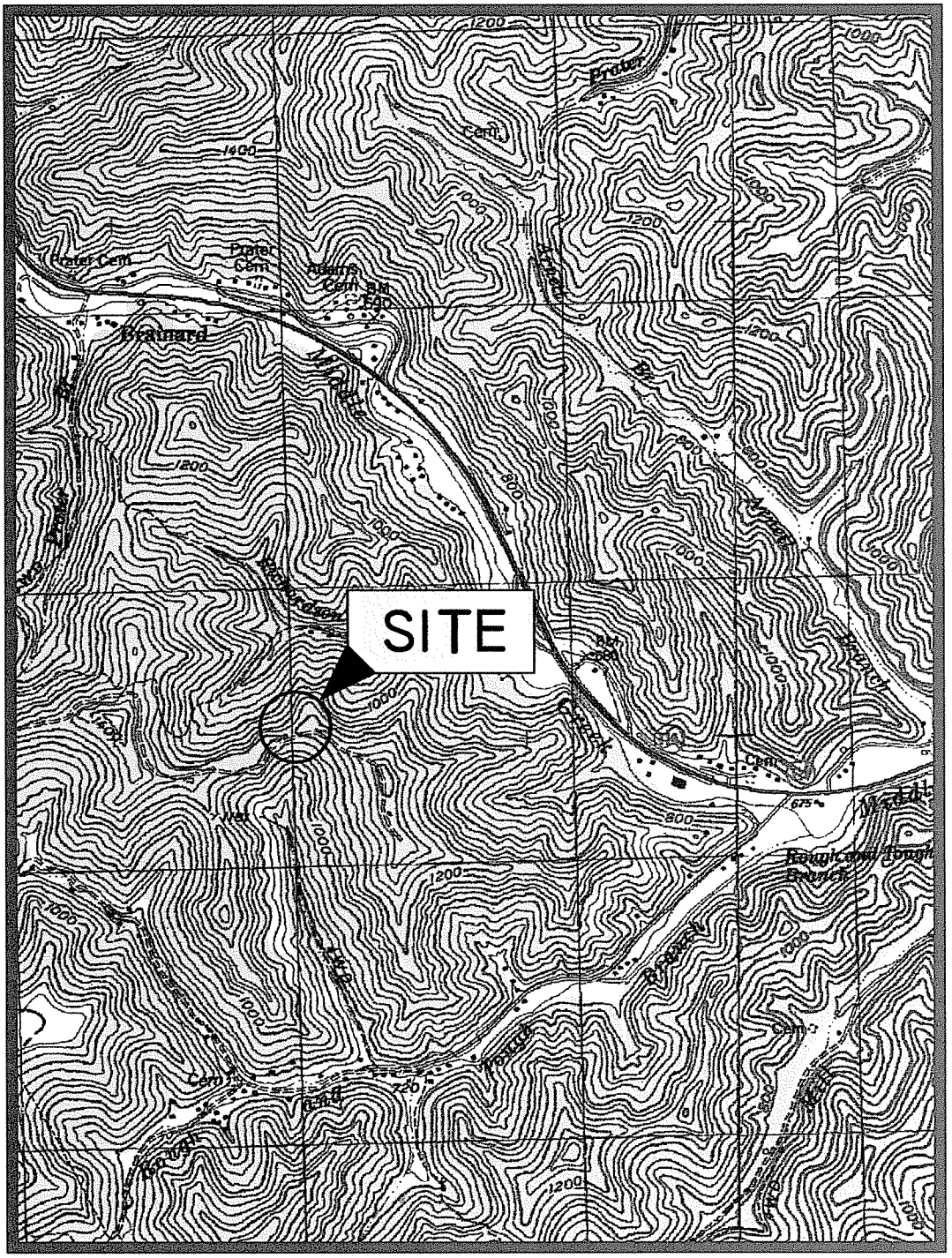
TYPE SAMPLE
A - Split Spoon
B - Rock Core
C - Shelby Tube
D - Other

*These Shelby Tube Samples Obtained In An Auxiliary Boring Drilled A Few Feet From This Boring

RESULTS OF NATURAL MOISTURE CONTENT TESTS (ASTM D-4643)

BORING NO.	DEPTH INCREMENT, (FT.)	NATURAL MOISTURE CONTENT, %
Centerline of Tower	0.0 to 1.5	8.3
Centerline of Tower	3.5 to 5.0	13.9
Centerline of Tower	6.0 to 7.5	17.1
Anchor A	3.0 to 4.5	10.3
Anchor A	6.0 to 7.5	11.9
Anchor B	0.0 to 1.5	2.8
Anchor B	3.5 to 5.0	12.1
Anchor B	6.5 to 8.0	17.7
Anchor C	0.0 to 1.5	9.0
Anchor C	3.5 to 5.0	11.3
Anchor C	6.5 to 8.0	14.5
Anchor C	8.5 to 10.0	16.0

IVYTON QUADRANGLE



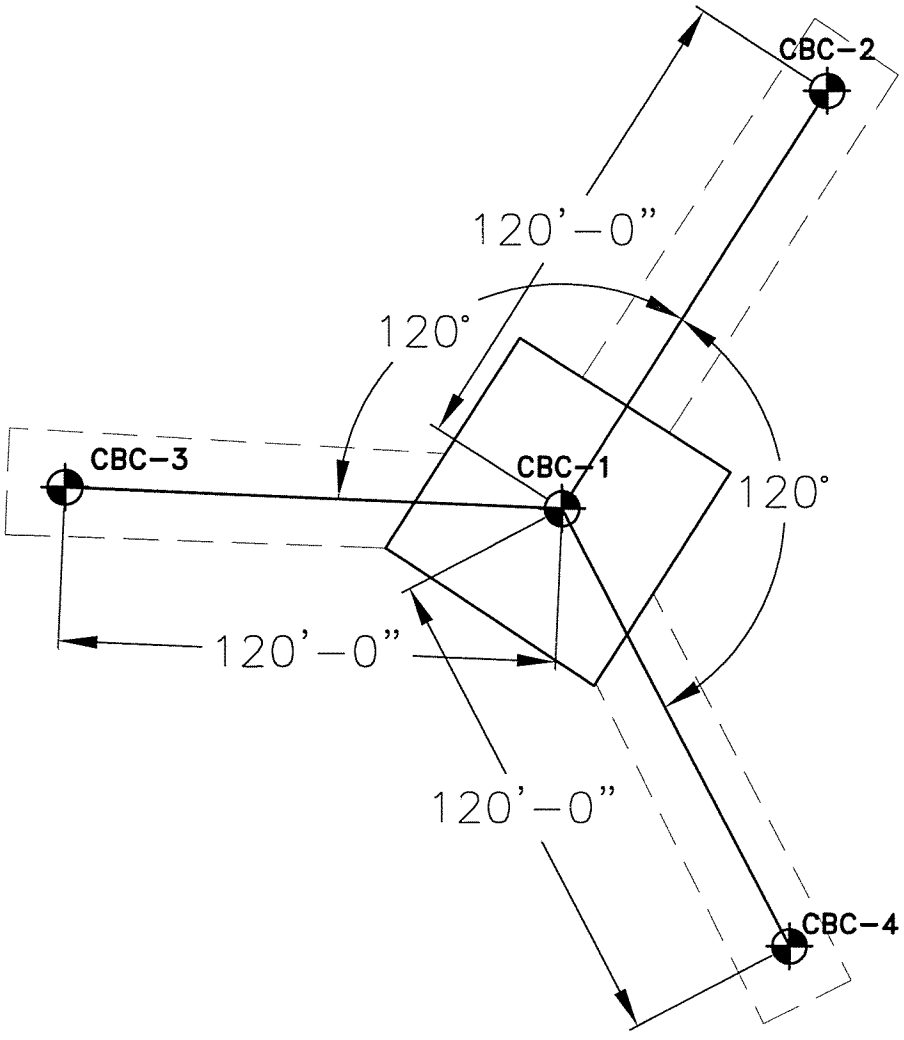
N

VICINITY MAP

GENERAL DYNAMICS
PROPOSED GUYED TOWER; BRAINARD SITE
LOCATED NEAR 7914 MOUNTAIN PARKWAY (SR114)
FLOYD COUNTY; PRESTONBURG, KENTUCKY

PROJECT NO.	CBC-5791
SCALE	1" = 2000'
FIGURE NO.	1

CBC ENGINEERS
DAYTON, OHIO



LEGEND

CBC–1 ⊕ = BORING LOCATION

BORING LOCATION PLAN

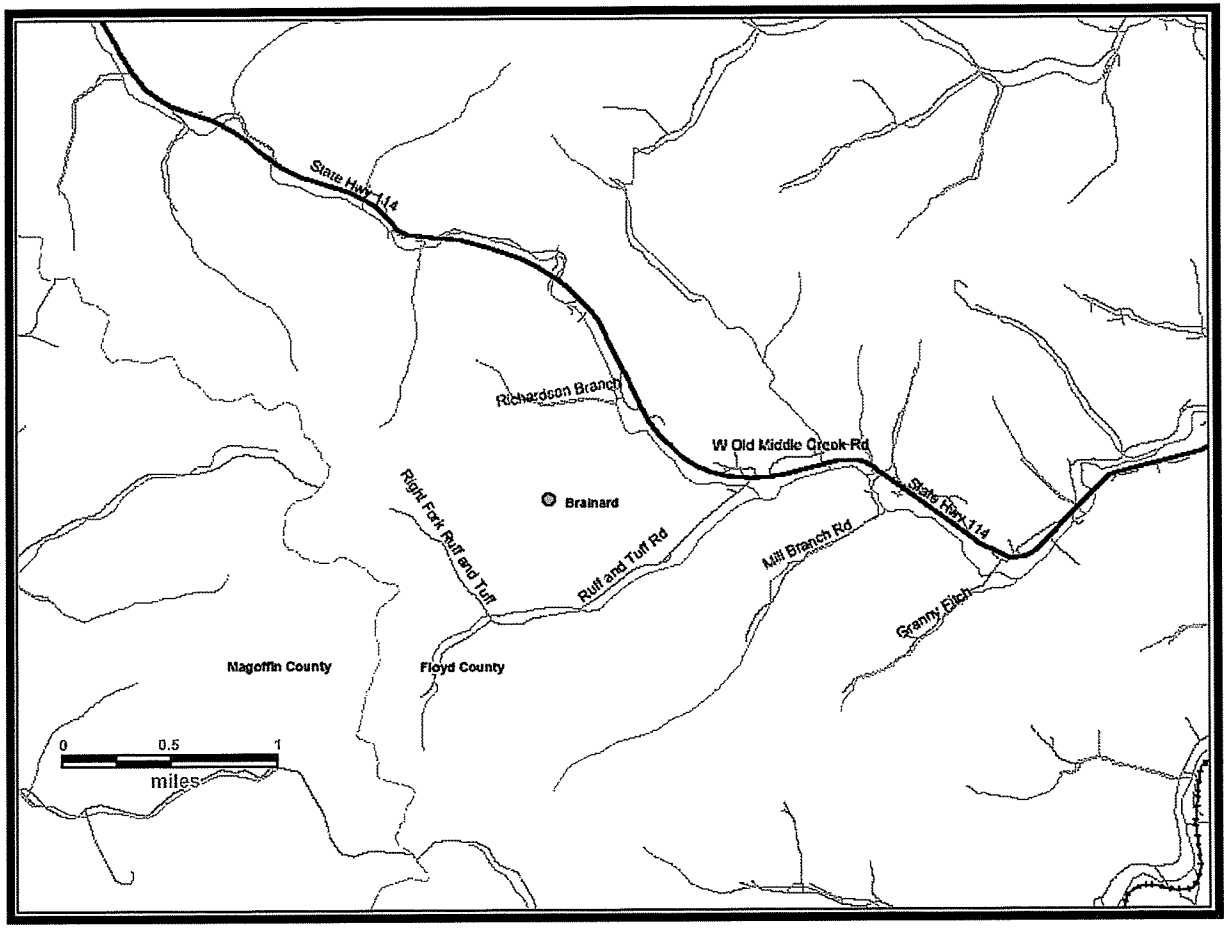
GENERAL DYNAMICS
PROPOSED GUYED TOWER; BRAINARD SITE
LOCATED NEAR 7914 MOUNTAIN PARKWAY (S.R. 114)
FLOYD COUNTY; PRESTONBURG, KENTUCKY

PROJECT NO.	CBC-5791
SCALE	NOT TO SCALE
FIGURE NO.	2

CBC ENGINEERS
DAYTON, OHIO

EXHIBIT I
DIRECTIONS TO WCF SITE

Brainard Driving Directions



- From Prestonsburg, take Hwy 1428 northwest to Hwy 114. Turn left on Hwy 114 and travel to Rough and Tough Road. Turn left onto Rough and Tough Road. The site will be on the right at Rough and Tough Road.
- Prepared by: Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. Telephone: 800-516-4293

EXHIBIT J
COPY OF REAL ESTATE AGREEMENT

Site Name: Brainard Candidate B- Eliza Dotson
Site No: _____

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT, made this 24th day of April, 2004, by and between Eliza Dotson, a widow, (the "**LANDLORD**"), and **BELLSOUTH MOBILITY LLC**, a Georgia limited liability company, doing business as Cingular Wireless, its affiliates, successors and assigns (the "**TENANT**").

PROPERTY

LANDLORD is the owner of certain real property located at Rough and Tough Rd., Prestonsburg, 41653 in Floyd County, State of Kentucky (the "**Parent Tract**"), and TENANT desires to obtain an option to lease a portion of such real property, containing approximately 10,000 square feet, together with a right of way thereto as hereinafter described (such portion of real property and such right of way being hereinafter called the "**Leased Property**"). The Parent Tract is more specifically described in Exhibit "A" attached hereto and made a part hereof. The Leased Property is more specifically described in, and substantially shown on, Exhibit "B" attached hereto and made a part hereof, as the same may be hereafter supplemented and amended by a survey of the Leased Property obtained by TENANT.

OPTION

NOW THEREFORE, in consideration of the sum of [redacted] (the "**Option Money**"), to be paid by TENANT to LANDLORD within thirty (30) days after TENANT's execution of this Agreement, LANDLORD hereby grants to TENANT the exclusive right and option (the "**Option**") to lease the Leased Property in accordance with the terms and conditions set forth herein.

A. **Option Period**. The Option may be exercised at any time on or prior to October 24, 2004 (the "**Option Period**"). At TENANT's election, the Option Period may be extended for one additional period of six (6) months, through and including April 24, 2005, with an additional payment by TENANT to LANDLORD of [redacted]. The Option Period may be further extended by mutual written agreement. If TENANT fails to exercise the Option within the Option Period as it may be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed completely surrendered, LANDLORD shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

B. **Transfer of Option**. The Option may be sold, assigned or transferred at any time by TENANT to TENANT's parent company or to any affiliate or subsidiary of, or partner in, TENANT or its parent company, or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of LANDLORD, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by TENANT to a third party agreeing to be subject to the terms hereof, TENANT shall immediately be released from

any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

C. **Changes in Leased Property During Option Period**. If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD decides to subdivide, sell, or change the status of the zoning of, the Leased Property or any of LANDLORD's contiguous, adjoining or surrounding property as described on Exhibit "A" hereto (the "**Surrounding Property**"), LANDLORD shall immediately notify TENANT in writing. Any sale of the Leased Property shall be subject to TENANT's rights under this Agreement. LANDLORD agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD shall not initiate or consent to any change in the zoning of the Leased Property or LANDLORD's Surrounding Property or impose or consent to any other restriction that would prevent or limit TENANT from using the Leased Property for the uses intended by TENANT as hereinafter set forth in this Agreement.

D. **Title**. LANDLORD warrants that LANDLORD holds good and marketable title to the Leased Property and has the full power and authority to enter into and execute this Agreement. LANDLORD further warrants that there are no deeds to secure debt, deeds of trust, mortgages, liens or judgments encumbering the Leased Property and no restrictive covenants or other encumbrances on the title to the Leased Property that would prevent TENANT from using the Leased Property for the uses intended by TENANT as set forth in this Agreement.

E. **Inspections**. LANDLORD shall permit TENANT and TENANT's employees, agents and contractors during the Option Period, and any extension thereof, free ingress and egress to and from the Leased Property in order to conduct structural strength analyses, subsurface boring tests, environmental inspections (including Phase I and Phase II audits), radio frequency tests, and such other tests, investigations and similar activities as TENANT may deem necessary or desirable (collectively, the "**Inspections**"), at the sole cost of TENANT. The scope, sequence and timing of the Inspections shall be at the sole discretion of TENANT. The Inspections may be commenced at any time during the aforementioned Option Period and, if the Option is exercised, at any time during the term of this Agreement. TENANT and its employees, agents and contractors shall have the right to bring the necessary vehicles and equipment onto the Leased Property and the LANDLORD's Surrounding Property to conduct such tests, investigations and similar activities. TENANT shall indemnify and hold LANDLORD harmless against any loss or damage for personal injury or physical damage to the Leased Property, LANDLORD's Surrounding Property or the property of third parties resulting from any Inspections. Upon written request, TENANT shall furnish to LANDLORD copies of the environmental findings. However, LANDLORD shall not rely on said environmental findings for anything outside this Agreement and shall indemnify and hold TENANT harmless from such findings.

F. **Surveys**. LANDLORD also hereby grants to TENANT the right to survey the Leased Property and LANDLORD's Surrounding Property, and the legal description of the Leased Property on the survey obtained by TENANT shall then be added to and incorporated

into Exhibit "B" of this Agreement, and shall control in the event of discrepancies between it and any preliminary description of the Leased Property shown on Exhibit "B".

G. **Governmental Approvals**. TENANT's ability to use the Leased Property is contingent upon its obtaining all certificates, permits, licenses and other approvals that may be required by any governmental authorities. LANDLORD shall cooperate with TENANT in its effort to obtain such certificates, permits, licenses and other approvals. During the Option Period, and during the term of this Agreement if the Option is exercised, LANDLORD agrees to sign such papers as are required to file applications with the appropriate zoning authority and other governmental authorities for the proper zoning of the Leased Property and for other certificates, permits, licenses and approvals as are required for the use of the Leased Property as intended by TENANT. If requested by TENANT, any such applications may be filed with respect to not only the Leased Property, but also LANDLORD's Surrounding Property. TENANT will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit, license or approval for the Leased Property deemed necessary by TENANT. LANDLORD agrees not to register any written or verbal opposition to any such procedures.

H. **Utility Services**. During the Option Period, and during the term of this Agreement if the Option is exercised, LANDLORD shall cooperate with TENANT in TENANT's effort to obtain utility services along the access right-of-way contained in the Leased Property or other portions of LANDLORD's Surrounding Property, by signing such documents or easements as may be required by the utility companies. In the event any utility company is unable or unwilling to use the aforementioned right-of-way, LANDLORD hereby agrees to grant an additional right-of-way either to TENANT or to the utility company at no cost to TENANT. If LANDLORD fails to fulfill LANDLORD's obligations to cooperate with TENANT as required herein in obtaining the governmental approvals or utility services contemplated by this Agreement, then in addition to any rights or remedies that TENANT may have at law or in equity, TENANT shall also be entitled to reimbursement from LANDLORD, upon demand, of all costs and expenses incurred by TENANT in connection with its activities under this Agreement, including but not limited to costs of environmental assessments, title examinations, zoning application fees and attorney's fees and other legal expenses of TENANT. In the event LANDLORD desires to relocate the utilities and utility easement(s), LANDLORD will obtain all certificates, permits and other approvals required by the utility company at LANDLORD's sole cost. All activities related to the relocation of such utilities shall not interfere with the construction, maintenance or operation of TENANT's facility.

I. **Exercise of Option**. TENANT shall exercise the Option by written notice to LANDLORD by certified mail, return receipt requested. The notice shall be deemed effective on the date it is posted. On and after the date of such notice, this Agreement shall also constitute a Lease Agreement between LANDLORD and TENANT on the following terms and conditions:

Site Name: Brainard Candidate B- Eliza Dotson
Site No: _____

LEASE AGREEMENT

1. **Lease of Leased Property**. LANDLORD hereby leases to TENANT the Leased Property as described above, which includes the grant of a nonexclusive right and easement during the term of this Agreement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along the twenty foot (20') wide right of way extending from the nearest public right of way, which is known as Rough and Tough Rd., to the Leased Property, as such right of way is shown on Exhibit "B" hereto. TENANT shall install three (3) strands of barbed wire, approximately 1,000' in length, along access easement.

2. **Initial Term and Rental**. This Agreement shall be for an initial term of five (5) years beginning on the date the Option is exercised by TENANT (the "**Commencement Date**"), at an annual rental of [redacted] to be paid in equal monthly installments on the first day of each month during the term hereof, in advance, to the LANDLORD or to such other person, firm or place as the LANDLORD may, from time to time, designate in writing at least sixty (60) days in advance of any rental payment date. If the lease term shall commence on a date other than the first day of a calendar month, TENANT shall make a prorated payment of the installment of the annual rental payable for the first and last month of the term of this Agreement.

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

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

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

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

5. **Continuance of Lease**. If, at least six (6) months prior to the end of the fourth (4th) extended term, either LANDLORD or TENANT has not given the other written

notice of its desire that the term of this Agreement end at the expiration of the fourth (4th) extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4th) extended term.

6. **Use**. TENANT shall use the Leased Property for the purpose of constructing, maintaining and operating a communications facility and any and all uses incidental thereto, which facility may consist of such buildings or equipment cabinets as are necessary to house telecommunications equipment, a free standing monopole, guyed or three sided antenna structure of sufficient height, as determined by TENANT now or in the future, to meet the telecommunications needs of TENANT and its subtenants, licensees and sublicensees, any and all necessary appurtenances, and a security fence of chain link or comparable construction that may, at the option of TENANT, be placed around the perimeter of the Leased Property (collectively, the "**Communications Facility**"). TENANT shall be allowed, at any time and from time to time during the term of this Agreement, to modify, supplement, replace, remove or relocate any of the improvements or equipment at the Leased Property, including the antennas, microwaves or other appurtenances, in such manner as TENANT may determine in its sole discretion. All improvements, modifications, supplements, replacements, removals or relocation which are necessary for use by TENANT or its subtenants, licensees or sublicensees, shall be made at no expense to LANDLORD. LANDLORD grants TENANT, its subtenants, licensees and sublicensees, the right to use such portions of LANDLORD's Surrounding Property as may reasonably be required during construction, installation, maintenance and operation of the Communications Facility or any equipment therein or thereon. TENANT shall maintain the Leased Property in a reasonable condition and shall be solely responsible for the repair and maintenance of any improvements on the Leased Property, excluding repair and maintenance required due to the willful misconduct or negligence of the LANDLORD, its employees, agents or contractors. LANDLORD shall not be allowed to use the Leased Property or the Surrounding Property in any manner which would cause interference with the operation of the Communications Facility or any equipment installed therein or thereon. In the event there is interference due to LANDLORD's actions or usage, LANDLORD shall immediately take all steps necessary to eliminate the interference including, if required, cutting off power to any and all objectionable equipment. Based on standard and accepted engineering practices, if LANDLORD cannot eliminate the interference within twenty-four (24) hours of its inception, LANDLORD shall immediately remove the objectionable equipment and/or cease operations.

7. **Governmental Approvals**. LANDLORD shall cooperate with TENANT in its effort to obtain and maintain in effect all certificates, permits, licenses and other approvals required by governmental authorities for TENANT's use of the Leased Property. The obligations of LANDLORD as set forth herein during the Option Period with respect to governmental approvals shall continue throughout the term of this Agreement. If at any time during the term of this Agreement, TENANT is unable to use the Leased Property for a Communications Facility in the manner intended by TENANT due to imposed zoning conditions or requirements, or in the event that after the exercise of the Option, any necessary certificate,

permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable governmental authority, or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Leased Property for a Communications Facility in the manner intended by TENANT, TENANT shall have the right to terminate this Agreement by written notice to LANDLORD. In such case, LANDLORD shall retain all rentals paid to LANDLORD prior to the termination date. Upon such termination, LANDLORD and TENANT shall have no other further obligations to each other, other than TENANT's obligation to remove its property as hereinafter provided.

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

9. **Insurance**. Subject to Section 10 below, TENANT shall, at its sole cost and expense, at all times during the term of this Agreement maintain in effect a policy or policies of insurance: a) covering its personal property located on the Leased Property and TENANT's improvements to the Leased Property, providing protection against any peril included under insurance industry practices within the classification "fire and extended coverage," providing protection as deemed desirable by TENANT with respect to its personal property and to the full insurable value of TENANT's improvements; and b) commercial general liability insurance with minimum limits of $1,000,000 for injury to or death of one or more persons in any one occurrence and $1,000,000 for damage to or destruction of properties in any one occurrence. TENANT shall name the LANDLORD as an additional insured as its interest may appear in regards to the aforementioned general liability insurance policy and shall furnish LANDLORD with a certificate of insurance upon request by the LANDLORD.

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

11. **Indemnification**.

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

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

12. **Sale of Leased Property**.

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

(b) In the event any person, corporation, partnership, limited liability company or other legal entity (the "**Buyer**") shall deliver to LANDLORD a bona fide, written offer to purchase the Leased Property or any part thereof, whether separate or as part of the LANDLORD's Surrounding Property, signed by Buyer and containing all terms and conditions of the proposed purchase, which offer LANDLORD desires to accept, then LANDLORD shall give TENANT notice of such offer, which notice shall state the name and address of Buyer, include a true and correct copy of such offer, and contain an offer by LANDLORD to sell the Leased Property to TENANT on the same terms and conditions as contained in such offer. Within thirty (30) days upon TENANT's receipt of the notice, TENANT may accept LANDLORD's offer by notice to LANDLORD. If TENANT shall fail to accept LANDLORD's

offer within the thirty (30) day period, LANDLORD may sell the Leased Property to Buyer on the terms and conditions set forth in Buyer's offer. In any event, any sale of the Leased Property shall be subject to all the terms and conditions of this Agreement, as the same may be amended from time to time, and TENANT's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Leased Property or LANDLORD's Surrounding Property.

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

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

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

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

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

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

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

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

19. **Hazardous Substances**. LANDLORD warrants, represents and agrees that neither the LANDLORD nor, to the best of LANDLORD's knowledge, any third party has used, generated, stored, or disposed of any Hazardous Materials in, on or under the Leased Property. "Hazardous Materials" shall mean petroleum or any petroleum product, asbestos, and any other substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable Federal, State, or Local law, rule, regulation, order or ordinance. TENANT shall indemnify, defend and hold LANDLORD harmless from any and all claims, damages, fines,

judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney's fees and consultant's and expert's fees) resulting from the presence or release of any Hazardous Materials on the Leased Property if caused by TENANT or persons acting under TENANT. LANDLORD shall indemnify, defend any breach of LANDLORD's representations and warranty set forth above, and hold TENANT harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney's fees and consultant's and expert's fees) resulting from (i) the presence or release of any Hazardous Materials on the Leased Property or LANDLORD's Surrounding Property unless caused by TENANT or persons acting under TENANT, or (ii) any breach of any representation or warranty of LANDLORD contained in this Section 19.

20. **Opportunity to Cure**.

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

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

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

the United States mail with postage prepaid, and in the case of overnight receipted delivery service the day the notice is deposited with the overnight delivery service. Every notice, demand, or request hereunder shall be sent to the addresses listed below:

If to LANDLORD:	Eliza Dotson 128 Rough and Tough Rd. Prestonsburg, KY 41653 606-886-8258 Facsimile No.:_____
If to TENANT:	c/o Cingular Wireless 6100 Atlantic Boulevard Mail Code GAN02 Norcross, GA 30071 Attn: Real Estate Department Facsimile No.: 678-418-4166
With a copy to TENANT's Regional Counsel:	Cingular Wireless Legal Department 5565 Glenridge Connector, Suite 1700 Atlanta, GA 30342 Facsimile No.: 404-236-5574

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

22. **Termination**.

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

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

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

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

(iii) as otherwise provided in this Agreement.

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

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

25. **Contractual Limitations Period**. No action or proceeding may be maintained or brought against any party to this Agreement unless such action or proceeding is

commenced within twenty-four (24) months after the cause of action accrued unless such cause of action could not have reasonably been discovered by such party.

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

27. **Brokers/Agents**. LANDLORD and TENANT warrant to each other that they were represented in this transaction by N/A and N/A, respectively, and by no other real estate brokerage firms, agents or other intermediaries. Additionally, the parties warrant and covenant to each other that they will each hold the other harmless from and indemnify each other against claims made by any broker, agent or other intermediary claiming to have represented the indemnifying party in this transaction.

28. **Governing Law**. This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State where the Leased Property is located.

29. **Attorney's Fees**. In any proceeding which either party may prosecute to enforce its rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees.

30. **Memorandum of Agreement**. At the request of TENANT, LANDLORD agrees to execute a memorandum or short form of this Agreement, in recordable form, setting forth a description of the Leased Property, the term of this Agreement and other information desired by TENANT for the purpose of giving public notice thereof to third parties.

31. **Confidentiality**. LANDLORD agrees not to discuss publicly, advertise, nor publish in any newspaper, journal, periodical, magazine or other form of mass media, the terms or conditions of this Agreement. Doing so shall constitute a default under this Agreement. It is agreed that the parties to this Agreement will not discuss the terms and conditions contained herein with any unrelated third parties, other than the real estate brokers or agents involved in this transaction and the parties' respective accountants and legal counsel (who shall be bound by the same confidentiality requirements).

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

33. **Counterparts**. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same Agreement.

Site Name: Brainard Candidate B- Eliza Dotson
Site No: _____

IN WITNESS WHEREOF, the parties have executed this Option and Ground Lease Agreement as of the day and year first above written.

LANDLORD:

Eliza Dotson
Signature

Eliza Dotson, widow
Print Name

Title: Owner
Date: 4-24-04

STATE OF KENTUCKY

COUNTY OF FLOYD

Before me, Charles E Hackworth, notary public of the State and County aforesaid, personally appeared Eliza Dotson, a widow, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath, acknowledged himself (herself) to the owner, and that she as such representative, executed the foregoing instrument for the purpose therein contained, and signed the name of Eliza Dotson by herself as owner.

Witness my hand and seal, at office in Prestonsburg, this 24th day of April, 2004.

Charles E Hackworth
Notary Public

My Commission Expires: 4-26-06

Site Name: Brainard Candidate B- Eliza Dotson
Site No: _____

TENANT: **BELLSOUTH MOBILITY LLC,**
a Georgia limited liability company,
d/b/a Cingular Wireless

William Plantz

Title: Executive Director

Date: 5/26/04

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, Marylee Rutherford, notary public of the State and County aforesaid, personally appeared William Plantz, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath, acknowledged himself to be Executive Director (or other officer authorized to execute the instrument) for BellSouth Mobility LLC, the within named bargainor, a Georgia limited liability company d/b/a Cingular Wireless, and that he as such representative, executed the foregoing instrument for the purpose therein contained, and signed the name of the company, by himself (herself) as Executive Director.

Witness my hand and seal, at office in Brentwood, TN, this 26th day of May, 2004.

Notary Public

My Commission Expires: 4-9-06

Site Name: Brainard Candidate B- Eliza Dotson
Site No: _____

EXHIBIT "A"

Parent Tract Description

TRACT NO. 1:

Bounded and described as follows, to-wit: Beginning at near the mouth of Ivy Branch at a rock marked X; thence running with Wash Miller's line up the point to a corner tree (chestnut oak), between Wash Miller and Steve Richardson; thence running around the ridge with Steve Richardson's line to a chestnut oak; thence a straight line down the hill to a willow; thence across the branch and a few steps up hill to a locust; thence around the hill a straight line to a small poplar; thence running a straight line up the point to top of hill to a pine tree on line of Silas England and Grover Davis; thence down the ridge with Grover Davis's line to a pine tree; thence running with Thomas Prater's line down the ridge to an oak tree; thence running with said line to Lewis's Miller's line; thence running with his line to Brice Shepherd's line; thence running with his line to the bottom to Rough & Tough Creek; thence running with said creek to the beginning.

TRACT NO. 2:

BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: Beginning on ½ a Willow tree near the branch; thence up the hill to top of the hill to corner to Steve Richardson's and Silas England's line; thence around the ridge with Silas England's line to the top of the point to a pine tree; thence down the hill with a cross; thence to a locust tree; thence down the point with said fence to the bottom to the forks of the branch; thence around the foot of the hill to a locust tree; thence down the hill to the beginning.

And:

A certain tract or parcel of land lying in Floyd Count Kentucky, on Ivy Branch of Rough & Tough Creek and being the same land conveyed to the first parties by Ellis Manns and Daisy Manns by deed bearing date, April 5, 1946, which is duly recorded in deed book 130, page 224 County Court Clerk's office containing 100 acres more or less.

A certain tract or parcel of land lying in Floyd County, Kentucky, on Rough and Tough, a tributary of Right Middle Creek, and being the same land conveyed to the first parties by Jane Miller and others by deed bearing date, May 4, 1945, which is duly recorded in deed book 133, page 444 Floyd County Court Clerk's office and being more particularly bounded and described as follows:

BEGINNING at the mouth of the Ivory Branch at the creek; thence running with Ellis Manns lines up the point to a chestnut oak tree; thence with his line to the top of the point to Steve Richardson's line; thence east with said line to Amos Dotson's line; thence south with said line to black gum tree; thence running a veritable straight line by the bottom of rock cliffs to a chestnut oak tree; thence south east with center of the point to the County road to a culvert; thence west with the county road right-of-way to a point opposite an apple tree; thence south a straight line to the main creek of Rough & Tough; thence west with said Bradford's line and with said creek to the beginning.

Site Name: Brainard Candidate B- Eliza Dotson
Site No: _____

EXHIBIT "B"

Description of Leased Property

An approximately 100' x 100' tract of land, together with easements for ingress, egress and utilities legally described as follows:

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

And depicted on the Site Sketch attached hereto.

Notes:

1. This Exhibit may be supplemented by a land survey of the Leased Property once it is received by Tenant.
2. Width of access road shall be the width required by the applicable governmental authorities and utility providers, including police and fire departments.

Site Name: Brainard Candidate B- Eliza Dotson
Site No: _____

Site Sketch

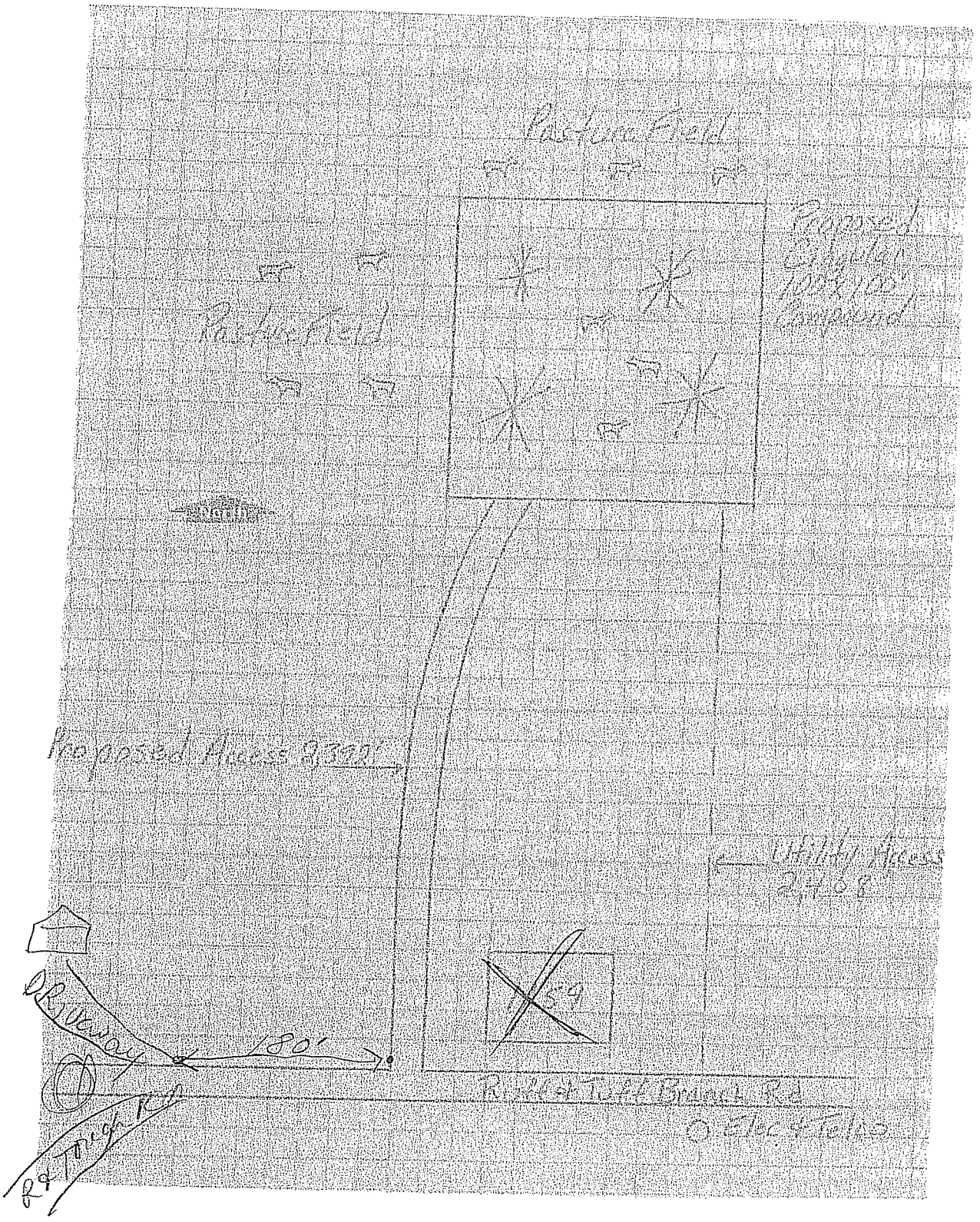


EXHIBIT K
NOTIFICATION LISTING

BRAINARD LANDOWNER NOTICE LISTING

Eliza Dotson
c/o James Dotson
128 Rough & Tough Road
Prestonsburg, KY 41653

Donnie Ray & Christine Nelson
c/o Walter Nelson
596 Richardson Branch Road
Prestonsburg, KY 41653

Lester Dotson, Jr.
1024 South 1450 East
Akron, IN 46910

Eva Lee D. Kruse Hill
3701 El Paso Ave.
Dayton, OH 45406

Ethel Johnson
243 Jack Arnett Branch
Prestonsburg, KY 41653

Willard Dotson
797 Rough & Tough Road
Prestonsburg, KY 41653

Bob Dotson
820 Rough & Tough Road
Prestonsburg, KY 41653

James D. & Bonnie Dotson
108 Rough & Tough Road
Prestonsburg, KY 41653

Darrell & Donna Prater
and/or Dena Prater
998 Rough & Tough Road
Prestonsburg, KY 41653

Herbert & Laudie Prater
998 Rough & Tough Road
Prestonsburg, KY 41653

Otto Spears
1092 Rough & Tough Road
Prestonsburg, KY 41653

Graydon & Barbara Slone
1159 Rough & Tough Road
Prestonsburg, KY 41653

Herbert & Andrea D. Spears
1030 Rough & Tough Road
Prestonsburg, KY 41653

Jack & Bertha Ann Spears
1156 Rough & Tough Road
Prestonsburg, KY 41653

Aaron & Versie Adams
1289 Rough & Tough Road
Prestonsburg, KY 41653

Clarence Arron McKenzie
320 Cedar Estates
Prestonsburg, KY 41653

James C. & Freda K. Watkins
1463 Rough & Tough Road
Prestonsburg, KY 41653

James & Freda Watkins
1397 Rough & Tough Road
Prestonsburg, KY 41653

James K. Caldwell
1212 West Hillcrest Avenue
Dayton, OH 45406

James K. Caldwell & Lee J. Caldwell
1212 W. Hillcrest Avenue
Dayton, OH 45406

Lee James Caldwell
Route 7 Box 65
Gunlock, KY 41465

Barbara Caldwell
1886 Rough & Tough Road
Prestonsburg, KY 41653

James L. & Jeanette Wright
1958 Rough & Tough Road
Prestonsburg, KY 41653

May Meredith
7401 Ky. Rt. 114
Prestonsburg, KY 41653

East Kentucky Network, LLC
d/b/a Appalachian Cellular
P.O. Box 405
Prestonsburg, KY 41653

EXHIBIT L
COPY OF PROPERTY OWNER NOTIFICATION

PIKE
LEGAL

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

Notice of Proposed Construction
Wireless Communications Facility Proposal

Dear Landowner:

BellSouth Mobility, LLC, d/b/a Cingular Wireless-Kentucky, has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at Rough and Tough Road, Prestonsburg, Kentucky 41653 (37°38'47.70" North latitude, 82°53'18.36" West longitude). The proposed facility will include a 340-foot tall antenna tower, with an approximately 9-foot tall lightning arrestor attached at the top, for a total height of 349-feet, plus related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

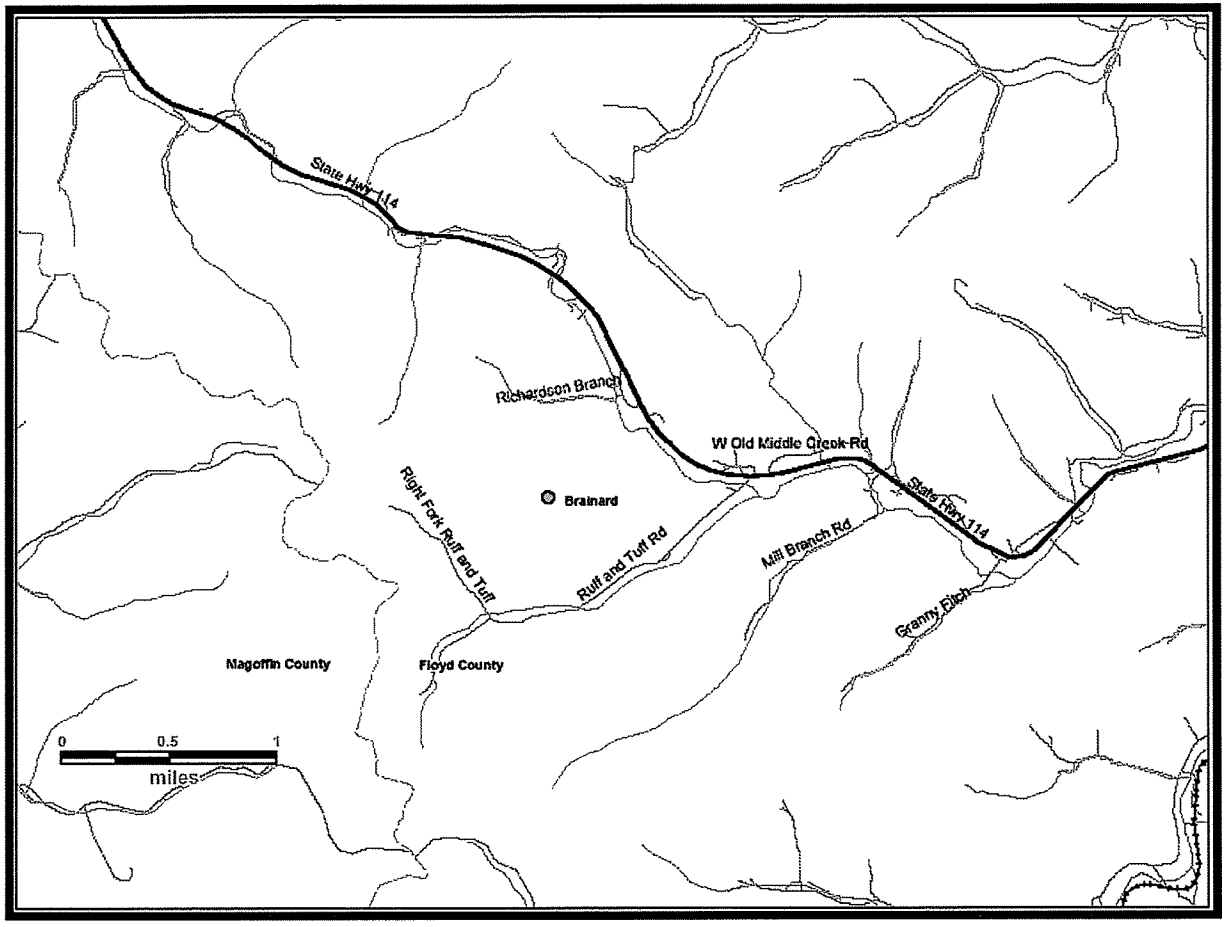
This notice is being sent to you because the Floyd County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2004-00413 in any correspondence sent in connection with this matter.

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

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

Enclosure

Brainard Driving Directions



- **From Prestonsburg, take Hwy 1428 northwest to Hwy 114. Turn left on Hwy 114 and travel to Rough and Tough Road. Turn left onto Rough and Tough Road. The site will be on the right at Rough and Tough Road.**
- **Prepared by: Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. Telephone: 800-516-4293**

EXHIBIT M
COPY OF COUNTY JUDGE/EXECUTIVE NOTIFICATION

PIKE
LEGAL

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

October 22, 2004

VIA CERTIFIED MAIL

Hon. Paul Hunt Thompson
Floyd County Judge Executive
149 S. Central Avenue
Prestonsburg, KY 41653

RE: Notice of Proposal to Construct Wireless Communications Facility
Kentucky Public Service Commission Docket No. 2004-00413

Dear Judge Thompson:

BellSouth Mobility, LLC, d/b/a Cingular Wireless – Kentucky ("Cingular") has filed an application with the Kentucky Public Service Commission (the "PSC") to construct a new wireless communications facility at Rough and Tough Road, Prestonsburg, Kentucky 41653 (37°38'47.70" North latitude, 82°53'18.36" West longitude). The proposed facility will include a 340-foot tall antenna tower, with an approximately 9-foot tall lightning arrestor attached at the top, for a total height of 349-feet, plus related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2004-00413 in any correspondence sent in connection with this matter.

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

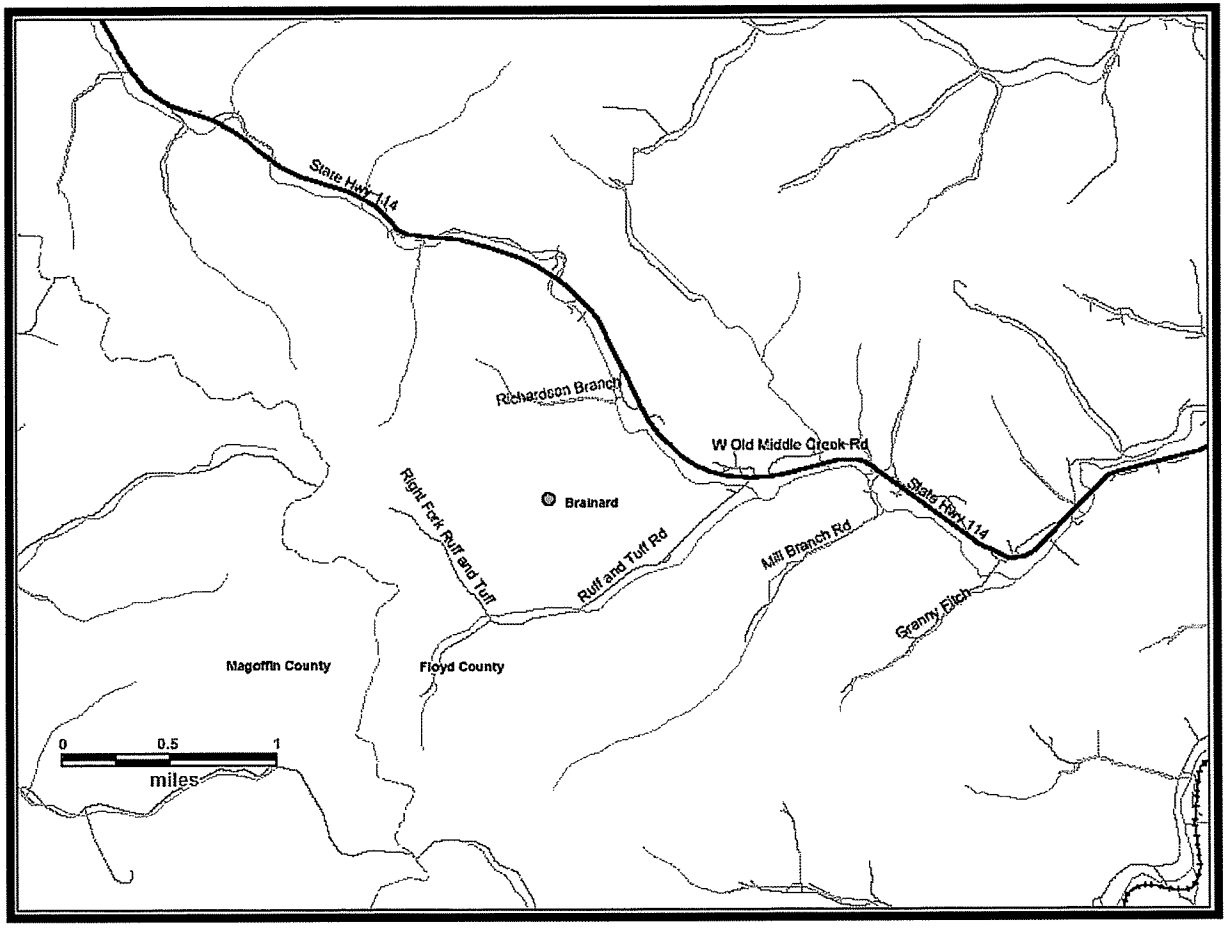
Please feel free to contact me with any comments or questions you may have.

Sincerely,

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

Enclosure

Brainard Driving Directions



- From Prestonsburg, take Hwy 1428 northwest to Hwy 114. Turn left on Hwy 114 and travel to Rough and Tough Road. Turn left onto Rough and Tough Road. The site will be on the right at Rough and Tough Road.
- Prepared by: Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. Telephone: 800-516-4293

EXHIBIT N
COPY OF POSTED NOTICES

BRAINARD NOTICE SIGNS

The signs are at least (2) feet by four (4) feet in size, of durable material, with the text printed in black letters at least one (1) inch in height against a white background, except for the word "**tower**," which is at least four (4) inches in height.

BellSouth Mobility, LLC d/b/a Cingular Wireless, proposes to construct a telecommunications **tower** on this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2004-00413 in your correspondence.

BellSouth Mobility, LLC proposes to construct a telecommunications **tower** near this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165 (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2004-00413 in your correspondence.

EXHIBIT O
COPY OF RADIO FREQUENCY DESIGN SEARCH AREA

Brainard Search Area