

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

September 23, 2005

VIA HAND DELIVERY

RECEVED

SEP 2 6 2005

PUBLIC SERVICE

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

Case 2005-00382

RE: Application to Construct Wireless Communications Facility Location: Bear Creek Road, Hector, Clay County, Kentucky 40941 Applicant: New Cingular Wireless PCS, LLC Site Name: Hector

Dear Mr. Cline:

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

Sincerely,

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

Enclosures

COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

CASE NO.: 2005-00382

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In the Matter of:

SEP 2 6 2005

PUBLIC SERVICE

THE APPLICATION OF NEW CINGULAR WIRELESS PCS, LLC FOR ISSUANCE OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO CONSTRUCT A WIRELESS COMMUNICATIONS FACILITY AT BEAR CREEK ROAD, HECTOR, KENTUCKY 40941 IN THE WIRELESS COMMUNICATIONS LICENSE AREA IN THE COMMONWEALTH OF KENTUCKY IN THE COUNTY OF CLAY

SITE NAME: HECTOR

* * * * * * *

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

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

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

1. The complete name and address of the Applicant:

New Cingular Wireless PCS, LLC c/o Pike Legal Group, PLLC P.O. Box 369 Shepherdsville, KY 40165

2. Applicant proposes construction of an antenna tower for cellular telecommunications services or personal communications services which is to be located in an area outside the jurisdiction of a planning commission, and Applicant submits the within application to the Commission for a certificate of public convenience and necessity pursuant to KRS §§ 278.020(1), 278.650, and 278.665.

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

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

5. The public convenience and necessity require the construction of the proposed WCF. The construction of the WCF will bring or improve the Applicant's services to an area currently not served or not adequately served by the Applicant by increasing coverage or capacity and thereby enhancing the public's access to innovative and competitive wireless telecommunications services. The WCF will provide a necessary link

in the Applicant's telecommunications network that is designed to meet the increasing demands for wireless services in Kentucky's wireless communications licensed area. The WCF is an integral link in the Applicant's network design that must be in place to provide adequate coverage to the service area.

6. To address the above-described service needs, Applicant proposes to construct a WCF at Bear Creek Road, Hector, Clay County, Kentucky 40941 (37°09'01.055" North latitude, 83°41'03.667" West longitude), in an area located entirely within the county referenced in the caption of this application. The property on which the WCF will be located is owned by Hiram & Rebecca Henson pursuant to a Deed recorded at Deed Book 211, Page 574 in the office of the Clay County Clerk. The proposed WCF will consist of a 300-foot tall tower, with an approximately 20-foot tall lightning arrestor attached at the top, for a total height of 320-feet. The WCF will also include concrete foundations to accommodate the placement of the Applicant's proprietary radio electronics equipment. The equipment will be housed in a prefabricated cabinet or shelter that will contain: (i) the transmitting and receiving equipment required to connect the WCF with the Applicant's users in Kentucky, (ii) telephone lines that will link the WCF with the Applicant's other facilities, (iii) battery back-up that will allow the Applicant to operate even after a loss of outside power, and (iv) all other necessary appurtenances. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as Exhibit B and Exhibit C. Periodic inspections will be performed on the WCF

in accordance with the applicable regulations or requirements of the PSC.

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

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

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

10. FAA notice is required for the proposed construction, and lighting or marking

requirements may be applicable to this facility. A copy of the Notice of Proposed Construction or Alteration filed by Applicant with the FAA is attached as **Exhibit F**. Upon receiving authorization from the FAA, the Applicant will forward a copy of the determination as a supplement to this Application proceeding.

11. A copy of the Kentucky Airport Zoning Commission ("KAZC") Application for the proposed WCF is attached as **Exhibit G**. Upon receiving authorization from the KAZC, the Applicant will forward a copy of the determination as a supplement to this Application proceeding.

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

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

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

15. Applicant, pursuant to a written agreement, has acquired the right to use the

WCF site and associated property rights. A copy of the agreement or an abbreviated agreement recorded with the County Clerk is attached as **Exhibit J**. Also included as part of **Exhibit J** is the portion of the full agreement demonstrating that in the case of abandonment a method is provided to dismantle and remove the cellular antenna tower, including a timetable for removal.

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

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

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

19. The possibility of high winds has been considered in the design of this tower. The tower has been designed and engineered by professional engineers using computer assistance and the same accepted codes and standards as are typically used for high-rise

building construction. The tower design is in accordance with ANSI/EIA-222-F standards, for a wind load of 85 m.p.h. basic wind speed with 1/2" radial ice.

20. The site development plan signed and sealed by a professional engineer registered in Kentucky was prepared by Charles E. Weiter. The site survey was performed by John Charles. Page C-1 of **Exhibit B** identifies every owner of real estate within 500 feet of the proposed tower (according to the records maintained by the County Property Valuation Administrator). Every structure and every easement within 500 feet of the proposed tower or within 200 feet of the access road including intersection with the public street system is illustrated in **Exhibit B**.

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

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

23. Two notice signs meeting the requirements prescribed by 807 KAR 5:063, Section 1(2), measuring at least two (2) feet in height and four (4) feet in width and containing all required language in letters of required height, have been posted, one in a visible location on the proposed site and one on the nearest public road. Such signs shall remain posted for at least two (2) weeks after filing of the Application, and a copy of the posted text is attached as **Exhibit N**. Notice of the location of the proposed facility has also been published in a newspaper of general circulation in the county in which the WCF is proposed to be located.

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

25. The process that was used by the Applicant's radio frequency engineers in selecting the site for the proposed WCF was consistent with the general process used for selecting all other existing and proposed WCF facilities within the proposed network design area. Applicant's radio frequency engineers have conducted studies and tests in order to develop a highly efficient network that is designed to serve the Federal Communications Commission licensed service area. The engineers determined an optimum area for the placement of the proposed facility in terms of elevation and location to provide the best quality service to customers in the service area. A radio frequency design search area prepared in reference to these radio frequency studies was considered by the Applicant when searching for sites for its antennas that would provide the coverage deemed necessary by the Applicant. Before beginning the site acquisition process, Applicant

carefully evaluated locations within the search area for co-location opportunities on existing structures, and no suitable towers or other existing tall structures were found in the immediate area that would meet the technical requirements for the element of the telecommunications network to be provided by the proposed facility. A map of the area in which the tower is proposed to be located which is drawn to scale and clearly depicts the necessary search area within which the site should be located pursuant to radio frequency requirements is attached as **Exhibit O**.

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

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

David A. Pike Pike Legal Group, PLLC 1578 Highway 44 East, Suite 6 P. O. Box 369 Shepherdsville, KY 40165-0369 Telephone: (502) 955-4400 Telefax: (502) 543-4410 WHEREFORE, Applicant respectfully request that the PSC accept the foregoing Application for filing, and having met the requirements of KRS §§ 278.020(1), 278.650, and 278.665 and all applicable rules and regulations of the PSC, grant a Certificate of Public Convenience and Necessity to construct and operate the WCF at the location set forth herein.

Respectfully submitted,

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

LIST OF EXHIBITS

- A Business Entity and FCC License Documentation
- B Site Development Plan:

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

- C Tower and Foundation Design and Qualifications Statement
- D Competing Utilities, Corporations, or Persons List and Map of Like Facilities in Vicinity
- E Co-location Report
- F Application to FAA
- G Application to Kentucky Airport Zoning Commission
- H Geotechnical Report
- I Directions to WCF Site
- J Copy of Real Estate Agreement
- K Notification Listing
- L Copy of Property Owner Notification
- M Copy of County Judge/Executive Notice
- N Copy of Posted Notices
- O Copy of Radio Frequency Design Search Area

EXHIBIT A BUSINESS ENTITY AND FCC LICENSE DOCUMENTATION

Commonwealth of Kentucky Trey Grayson Secretary of State

Certificate of Authorization

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

NEW CINGULAR WIRELESS PCS, LLC

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

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

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

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



T-16-

Trey Grayson Secretary of State Commonwealth of Kentucky 10293/0481848

Federal Communications Commission Wireless Telecommunications Bureau

Radio Station Authorization (Reference Copy)

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

Licensee: Oran	ge Licenses H	lolding, LLC	

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

Market Name

Kentucky 11 - Clay

 FCC Registration Number (FRN): 0012362919

 Call Sign: KNKN673
 File Number:

 Radio Service: CL - Cellular

 Market Number CMA453
 Channel Block A

 Sub-Market Designator

Grant Date 08/21/2001	Effective Date 01/25/2005	Expiration Date 10/01/2011	Five Yr Build-Out Date 11/29/1996	Print Date 09/22/2005

Site Information

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

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

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

OF SR-92 1.0 MILE ENE OF								
Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	162.6	118.1	217.4	130.7	166.8	123.5	173.2	184.4

 Transmitting ERP (watts)
 49.420
 48.180
 74.800
 55.450
 51.040
 45.070
 71.430
 49.420

Location	Latitude	Longitude	Ground Elevation (meters)		Stru	Structure Hgt to Tip (meters)			Antenna Structure Registration No.		
5	36-53-53.3 N	083-19-24.7 W	853.4								
	Addre	SS	Cit	City		County		Construction Deadli		eadline	
0.2 mi N	0.2 mile South of US-421 Upon Pine Mountain 3 miles North of		Harl	Harlan		HARLAN					
<u>г</u>			<u> </u>	1	Γ	r		r	r		
Antenna:	1 Azimuth (de	grees from true north)	0°	45°	90°	135°	180°	225°	270°	315°	
Antenna Height AAT (meters)		130.8	95.8	85.9	82.6	128.5	132.5	79.0	127.0		
Transmitt	Transmitting ERP (watts)		88.000	83.100	55.500	21.300	17.600	21.700	55.500	83.100	

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

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

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

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

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

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

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

Location	Latitude	Longitude	Ground Elevation (meters)	Structure (met	Hgt to Tip ers)	Antenna Structure Registration No.
13	36-40-53.1 N	084-08-46.5 W	446.2	58	.8	
Address		City	County	State	Construction Deadline	
Saxton Cell Site - 1 Mile West of Highway 25 at Pleasantview		Pleasantview	WHITLEY KY			

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

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.		
14	36-52-13.8 N	083-24-54.2 W	835.2	80	.5	1007945		
Address			City	County	State	Construction Deadline		
MOLUS CELL SITE - 5.5 MILES SOUTHWEST OF HARLAN			MOLUS	HARLAN	KY			

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

Location	Latitude	Longitude	Ground Elevation (meters)	Structure (met	Hgt to Tip ers)	Antenna Structure Registration No.
15	37-07-44.0 N	083-50-14.0 W	399.9	94	.8	1043631
Address			City	County	State	Construction Deadline
HOOKER CELL SITE			Manchester	CLAY	KY	

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
				1				

Antenna Height AAT (meters)	133.6	173.3	133.2	109.7	125.2	107.8	99.4	138.6
Transmitting ERP (watts)	58.990	44.380	49.690	57.630	15.670	1.840	3.180	31.960

Control Points

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

Waivers/Conditions

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

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

Conditions

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

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



Model

LEGAL DESCRIPTION

June 15, 2005

UNDERGROUND UTILITIES

This is the description for Cingular Wireless, for an area to be leased from the tract of land conveyed to Hiram and Rebecca Henson by deed of record in Deed Book 211, Page 574 in the Office of the County Clerk of Clay County, Kentucky and further described as follows:

DESCRIPTION OF PROPOSED LEASE AREA

Note: All bearings and distances are based on Kentucky State Plane Coordinate System South Zone

Beginning at a found aluminum disk stamped Forestry Boundary, LS 680, 1971, thence traversing a tract of land in the possession of Hiram and Rebecca Henson by unknown record source, N49°20'12"E, 1073.23 feet to a pin at the true point of beginning: thence with the proposed lease area the next four calls, N69'45'22"W, 100.00 feet to a pin: thence N2014'38'E, 100.00 feet to a pin; thence S69'45'22'E, 100.00 feet to a pin; thence S2014'38'W, 100.00 feet to the true point of beginning and containing 10,000 square feet.

Note: pin equals set #5 rebar 18" long with cap stamped "J CHARLES #3152"

Also the right to use for ingress & egress for the above described lease area a 30 foot wide easement the centerline described as follows: Beginning at a found aluminum disk stamped Forestry Boundary, LS 680, 1971, thence traversing a tract of land in the possession of Hiram and Rebecca Henson by unknown record source, N49'20'12"E, 1073.23 feet to a point: thence N20'14'38"E, 50.00 feet to the true point of beginning; thence with said easement centerline 71.53 feet along a curve to the right having a radius of 50.00 feet and a chord bearing of S28*46'13"E, 65.59 feet to a point; thence S04*41'44"W, 98.87 feet to a point; thence 93.71 feet along a curve to the left having a radius of 200.00 feet and a chord bearing of S08*43'39"E, 92.86 feet to a point; thence S22'09'03"E, 79.76 feet to a point; thence 72.07 feet along an arc to the right having a radius of 95.09 feet and a chord bearing of S12'35'59"W, 70.36 feet to the termination of said easement centerline in the centerline of an existing gravel road know as Sizemore Cemetery Road.

Also the right to use for utilities for the above described lease area a 30 foot wide easement the centerline described as follows: Beginning at a found aluminum disk stamped Forestry Boundary, LS 680, 1971 thence traversing a tract of land in the possession of Hiram & Rebecca Henson by unknown record source, N49'20'12"E, 1073.23 feet to a point; thence N69°45'22"W, 100.00 feet the true point of beginning; thence with said easement centerline S54'31'21"W, 385.09 feet to the termination of said easement centerline in an existing utility pole.



UNLESS OTHERWISE NOTED FOUND ALUMINUM DISK STAMPED

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"FORESTRY BOUNDARY, LS 608, 1971" UNLESS OTHERWISE NOTED

> PROPOSED 10,000 SQ. FT.

LEASE AREA







Σd -C2.dwg, 6/21/2005 2:58:02 Dynamics/He



aral dynamics\hector\dwg\Hector-C1.dwg, 8/4/200:

SITE PLAN NOTES

THE PROPOSED DEVELOPMENT IS FOR A 300 FOOT SELF SUPPORT TOWER WITH MULTIPLE CABINETS. ITS LOCATION IS ON BEAR CREEK ROAD, HECTOR, KENTUCKY 40941,

THE TOWER WILL BE ACCESSED BY A PROPOSED STABILIZED DRIVE FROM AN EXISTING ROADWAY (BEAR CREEK ROAD) 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: 37'09'01.055" N 1944441.23 N LONGITUDE: 83'41'03.667" W 2242385.85 E



- WITHIN LEASE AREA (WHERE REQUIRED) 2. FINISH GRADING TO PROVIDE EFFECTIVE DRAINAGE W/ A SLOPE OF NO LESS THAN ONE EIGHTH INCH (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

------- FENCE LINE POWER POLE

-- T-----

--- UT -----

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------ EXISTING OVERHEAD ELECTRIC

TELEPHONE PEDESTAL

WATER VALVES

FIRE HYDRANTS

BOLLARDS

--- EXISTING OVERHEAD TELEPHONE



Model ing\Hector-Z3.dwg, Z0] ć



	X cingular
	GENERAL DYNAMICS Wireless Services
	BTM ENGINEERING, INC. 3001 TAYLOR SPRINGS DRIVE LOUISVILLE, KENTUCKY 40220 (502) 459–8402 PHONE (502) 459–8427 FAX
	CHARLES E. WEITER 11220 CENSE STOMAL EN
	SITE D
TOR	6107 SITE ADDRESS: BEAR CREEK ROAD HECTOR, CLAY CO., KY. 40941
ER	PROPERTY OWNER:
NNA CENT NNA CENT SULAR AN PROPOSED ED LIGHTN	TAX MAP NUMBER: 132
ANTEL ANTEL CING	(PARCEL NUMBER: 2)
ROPOSED ROPOSED PROPOSED 0" TO TOP 0" TO TOP	SOURCE OF TITLE: DEED BOOK 211, PAGE 574
6'-0" TO 6'-0" TO 300'-	LATITUDE: 37. 09' 01.055"N LONGITUDE: 83. 41' 03.667"W
	NO. REVISION/ISSUE DATE
	1. ISSUE FOR COMMENT 07/19/05
	(TITLE:
	NORTH / SOUTH ELEVATIONS
ware to support and a second	SHEET:
j	Z-4



EXHIBIT C TOWER AND FOUNDATION DESIGN AND STATEMENT OF QUALIFICATIONS





PAD

ĺ	REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D		
	#9 GRADE 60	33'-6"	138	4623'		

PIER (verts) (Total for 3 Piers)

	REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
ŧ	#7 GRADE 60	7' – 8"	99	759'

PIER (ties) (Total for 3 Piers)

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

APPROXIMATE CONCRETE REQ'D = 84-1/2 yd ³



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.

K

S

W. GRAY

HODGE

No.

S14,535

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MINING WWW

REV.

THIRD ANGL PROJECTION

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ENG

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



XX± 3/32" DRULED HOLE± #1/32

XXX± 1/16" BURNED HOLE± #1/16"

INCHES

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 TERRACON. REPORT# 57055023. 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. X E
- 3) ALL CONCRETE SHALL BE 3000 PSI AT 28 DAYS. CYLINDERS SHALL BE PROPERLY CAST WITH COPIES OF THE TEST REPORTS GOING TO THE RESIDENT ENGINEER/INSPECTOR.
- 4) ALL ADMIXTURES MUST BE ADDED SEPARATELY INTO FRESH CONCRETE AND SUFFICIENTEY MIXED. A NON-CORROSIVE CONCRETE SET ACCELERATE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE C. A WATER REDUCING ADMIXTURE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE A.
- 5) ALL BACKFILL SHALL BE PLACED IN 9 INCH LIFTS AND COMPACTED TO A MINIMUM OF 95 PERCENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY AS MEASURED BY ASTM D-698 UNLESS MORE STRINGENT COMPACTION IS REQUIRED BY THE SOIL REPORT.
- 6) MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
- 7) CROWN TOP OF PIER FOR DRAINAGE AND CHAMFER ALL EXPOSED CONCRETE EDGES 1 INCH.
- CAISSON NOT RECOMMENDED BY SOIL REPORT.

TEMPLATE DESIGN

Job No. :

S2775T

Site Location :

GENERAL DYNAMICS

Support	Angle	Information
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e arganet in T	Desc	ription	(Angle)		Cut Length" (Ft.)	# Req'd
2.5	x	2.5	x	0.25	21	3.0000

Bearing Plate Information					
Outer Dia.	# Holes	Bolt Drill	Bolt Circle	# Req'd	
13	8	1.375	9.5	3	

Anchor Bolt In	formation
-----------------------	-----------

Material Type	Bolt Diameter	LGTH. (in)	# Req'd	"A" (In.)	Embed. Depth "B" (In.)
ASTM A449	1.25	84	24	7.5	76.5

- ** ANGLES SUPPLIED ARE FOR APPROXIMATE BOLT LOCATION ONLY.
- ** PLEASE CHECK THE DISTANCE FROM OUTER MOST BOLT HOLES (BOLTS FARTHEST FROM THE TOWER CENTER).

Outer Bolt Distance Should Be =

23 feet - 8.23 inches

Securing Plate Information

# Holes	Bolt Drill	Bolt Circle	# Req'd
8	1.3125	9.5	3

Template Assembly

Face Size	"A" (ft)	"B" (ft)	"C" (ft)
23	6.640	13.279	19.919

Base Size (In Feet) :

23.000





STANDARD TAPERED FACE



JOB NO.

0

SECTION

LOCATION

FLANGE CONNECTION DETAIL





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

				TDRAWN	DATE	Dielectric A UMAAN at SPX CAPARATIEN TOWER OPERATIONS	PH# (812) 853-0595 FAX# (812) 853-6652 2855 Highway 261 NewBurgh, in. 47630
HEV.	DESCRIPTION		APP.	R.E.H. CHECK APFROVAL	5-27-97 DATE DATE	3-BAY-T-X INSTALLA	TION DRAWING
	GLE COMPANY CONFIDENTIAL, INFORMATION CONTAINED HEREIN IS CONTIDENTIAL, IT IS TO BE USED SOLELY FOR THE PURPOSE PROVIDED, AND IT IS NOT TO BE DISCLOSED TO OTHERS WITHOUT THE PRIOR WRITTEN CONSENT OF	.x± 3 .xx± 3 .xx± 1	TOLERAN 32" ANGLE 32" DRILLE	NCES S± 2" D HOLE± #1/32" D HOLE± #1/16"	UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES	dwg NO. 3-BAY-T-IND	

Job No :

S2775T

Site Location :	GENERAL DYNAMICS

	Leg Dimension Inforamtion													_	Snfety	Leg							
							(OD)		# 01				Pipe Leg	B	ottom Flang	ic		Fop Flang	ŧ	#	GRND	Climb	Plate
Section		Stock L	eg Nu	mbers		Leg Type	Leg Size	Leg I	Bays	"A" (in.)	"B" (in.)	"C" (in.)	Cut	O. D. (in.)	Angle	Tilt (in.)	O. D. (in.)	Angle	Tilt (in.)	Req'd	Tab Req'd	Tab Req d	Angle
A	Α	475	38	75	NH	SR	4.75	N/A	3	240	8.00	74.667	N/A	13	2.42	0.5625	13	0.00	0.0000	3	Y	N	60
В	S	475	38	75	NH	SR	4.75	N/A	3	240	8.00	74.667	N/A	13	0.00	0.0000	13	0.00	0.0000	3	N	N	60
С	υ	450	38	75	NH	SR	4.5	N/A	3	240	8.00	74.667	N/A	13	0.00	0.0000	13	0.00	0.0000	3	N	N	60
D	S	450	38	63	NH	SR	4.5	N/A	3	240	8.00	74.667	N/A	13	0.00	0.0000	13	0.00	0.0000	3	N	N	60
E	S	425	38	63	NH	SR	4.25	N/A	3	240	8.00	74.667	N/A	13	0.00	0.0000	13	0.00	0.0000	3	N	N	60
F	S	425	38	63	NH	SR	4.25	N/A	3	240	8.00	74.667	N/A	13	0.00	0.0000	13	0.00	0.0000	3	N	N	60
G	υ	400	38	63	NH	SR	4	N/A	3	240	8.00	74,667	N/A	13	0.00	0.0000	10	0.00	0,0000	3	N	N	60
H.	S	400	38	63	NH	SR	4	N/A	3	240	8.00	74,667	N/A	10	0.00	0.0000	10	0.00	0.0000	3	N	N	60
1	S	375	38	63	NH	SR	3.75	N/A	3	240	8.00	74.667	N/A	10	0.00	0.0000	10	0.00	0.0000	3	N	N	60
J	S	375	38	63	NH	SR	3.75	N/A	3	240	8.00	74.667	N/A	10	0.00	0.0000	10	0.00	0.0000	3	N	N	60
ĸ	υ	350	38	63	NH	SR	3.5	N/A	3	240	8.00	74.667	N/A	10	0.00	0.0000	10	0.00	0.0000	3	N	N	60
L	S	350	38	63	NH	SR	3.5	N/A	3	240	8.00	74.667	N/A	10	0.00	0.0000	10	0.00	0.0000	3	N	N	60
М	A	325	38	63	NH	SR	3.25	N/A	3	240	8.00	74.667	N/A	10	0.00	0.0000	10	2.42	0.4375	3	N	N	60

Note 1: For Grounding Tab, - Enter Yes Or No (Y, N)

LEG PLATES

Job No :	1	S2775T]			
Site Locatio	on :	GENERAL DY	NAMICS				
Leg Plate Dir	mension Inforr	nation		Top & Bottom PL	Middle PL	٦	
Section	"A"	"B"	"C"	Leg PL. "S" # Req'd	Leg PL. "D" # Req`d	Drill Size	Minimum Weld
A	3.25	1.75	0.38	12	12	0.8125	0.25
В	3.25	1.75	0.38	12	12	0.8125	0.25
С	3.25	1.75	0.38	12	12	0.8125	0.25
D	3.25	1.75	0,38	12	12	0,6875	0.25
E	3.25	1.75	0.38	12	12	0.6875	0.25
F	3.25	1.75	0.38	12	12	0.6875	0.25
G	3.25	1.75	0.38	12	12	0.6875	0.25
н	3.25	1.75	0.38	12	12	0.6875	0.25
1	3.25	1.75	0.38	12	12	0.6875	0.25
J	3.25	1.75	0.38	12	12	0.6875	0.25
К	3.25	1.75	0.38	12	12	0.6875	0.25
L	3.25	1.75	0.38	12	12	0.6875	0.25
M	3.25	1.75	0.38	12	12	0.6875	0.25

SPACERS

Job No :	S2775T	net segura de la tra										
Site Location :	GENERAL DYNAMICS											
Spacer Information												
Section	Spacer Size	Length (IN.)	# Req'd									
A	1" Sch. 40	0.375	9									
В	1" Sch. 40	0.375	9									
С	1" Sch. 40	0.375	9									
D	1" Sch. 40	0.375	9									
E	I" Sch. 40	0.375	9									
F	1" Sch. 40	0.375	9									
G	1" Sch. 40	0.375	9									
н	1" Sch. 40	0.375	9									
I	1" Sch. 40	0.375	9									
J	1" Sch. 40	0.375	9									
ĸ	1" Sch. 40	0.375	9									
L	1" Sch. 40	0.375	9									
M	1" Sch. 40	0.375	9									

Note 1 Use 1" sch 40 Pipe For 1" o Bolts & Under

Note 2 Use 1-1/2" sch 40 Pipe For 1-1/8" o Bolts & Over



FLANGE DETAIL CHART

JOB NO. S2775T TOWER HT. 300

LOCATION GENERAL DYNAMICS

					a na she			FLANGE D	ETAILS					L			
				14					ter magnet	IN. FILLET	IN. BEVEL	OUT. FILLET	OUT. BEVEL		BOLTI	ETAILS	
SECTION	LOCATION	ELEV.	THICKNESS	I. D.	O.D.	B. C.	BOLT DRILL	# HOLES	# REQ'D	WELD	WELD/SIZE	WELD	WELD/SIZE	ELEV	# BOLTS	SIZE	LENGTH
A	BOTTOM	0	1.500	4.875	13.00	9.50	1.375	8	3	0.5000	0.5000	N/A	0.5000	0	24	1.250	84.00
Α	TOP	20	1.500	4.875	13.00	9.50	1.375	8	3	0.5000	0.5000	N/A	0.5000	20	24	1.250	5.00
В	BOTTOM	20	1.500	4.875	13.00	9.50	1.375	8	3	0.5000	0.5000	N/A	0.5000				
В	TOP	40	1.500	4.875	13.00	9.50	1.375	8	3	0.5000	0.5000	N/A	0.5000	40	24	1.250	5.00
C	BOTTOM	40	1.500	4.625	13.00	9.50	1.375	8	3	0.5000	0.5000	N/A	0.5000				
С	TOP	60	1.500	4.625	13.00	9.50	1.375	6	3	0.5000	0.3750	N/A	0.3750	60	18	1.250	5.00
D	BOTTOM	60	1.500	4.625	13.00	9.50	1.375	6	3	0.5000	0.3750	N/A	0.3750				
D	TOP	80	1.500	4.625	13.00	9.50	1.375	6	3	0.5000	0.3750	N/A	0.3750	80	18	1.250	5.00
E	BOTTOM	80	1.500	4.375	13.00	9.50	1.375	6	3	0.5000	0.3750	N/A	0.3750				
Е	TOP	100	1.500	4.375	13.00	9.50	1.375	6	3	0.5000	0.3750	N/A	0.3750	100	18	1.250	5.00
F	BOTTOM	100	1.500	4.375	13.00	9.50	1.375	6	3	0.5000	0.3750	N/A	0.3750				
F	TOP	120	1.500	4.375	13.00	9.50	1.375	6	3	0.5000	0.3750	N/A	0.3750	120	18	1.250	5.00
G	BOTTOM	120	1.500	4.125	13.00	9.50	1.375	6	3	0.5000	0.3750	N/A	0.3750				
G	TOP	140	1.250	4.125	10.00	7.50	1.250	6	3	0.5000	N/A	N/A	0.6250	140	18	1.125	4.25
H	BOTTOM	140	1.250	4.125	10.00	7.50	1.250	6	3	0.5000	N/A	N/A	0.6250				
H	TOP	160	1.250	4.125	10.00	7.50	1.250	6	3	0.5000	N/A	N/A	0.6250	160	18	1.125	4.25
I	BOTTOM	160	1.250	3.875	10.00	7.50	1.250	6	3	0.5000	N/A	N/A	0.6250				
I	TOP	180	1.250	3.875	10.00	7.50	1.250	6	3	0.5000	N/A	N/A	0.6250	180	18	1.125	4.25
J	BOTTOM	180	1.250	3.875	10.00	7.50	1.250	6	3	0.5000	N/A	N/A	0.6250				
J	TOP	200	1.250	3.875	10.00	7.50	1.250	6	3	0.5000	N/A	N/A	0.6250	200	18	1.125	4.25
K	BOTTOM	200	1.250	3.625	10.00	7.50	1.250	6	3	0.5000	N/A	N/A	0.6250				
K	ТОР	220	1.250	3.625	10.00	7.50	1.125	6	3	0.5000	N/A	N/A	0.6250	220	18	1.000	4.00
$=$ $\mathbf{L}_{\mathrm{substant}}$	BOTTOM	220	1.250	3.625	10.00	7.50	1.125	6	3	0.5000	N/A	N/A	0.6250				1
L	TOP	240	1.250	3.625	10.00	7.50	1.125	6	3	0.5000	N/A	N/A	0.6250	240	18	1.000	4.00
Μ	BOTTOM	240	1.250	3.375	10.00	7.50	1.125	6	3	0.5000	N/A	N/A	0.6250				
M	TOP	260	1.250	3.375	10.00	7.50	1.125	6	3	0.5000	N/A	N/A	0.6250	260	18	1.000	4.00
14.19 N 19.20	BOTTOM	260	1.250	2.625	10.00	7.50	1.125	6	3	0.5000	N/A	N/A	0.6250				
N	TOP	280	1.000	2.625	7.50	5.50	1.125	4	3	0.3750	N/A	N/A	0.5000	280	12	1.000	3.50
0	BOTTOM	280	1.000	1.875	7.50	5.50	1.125	4	3	0.3750	N/A	N/A	0.5000				
0	TOP	300	0.750	1.875	7.50	5.50	1.000	4	3	0.3750	N/A	N/A	0.3750	300	N/A	N/A	N/A

BASE (FT.) 23.000

GUSSET DETAIL CHART

FACE WIDTH (FT.) 23.000

TOWER HT. 300

LOCATION GENERAL DYNAMICS

S2775T

JOB NO.

SECTION	LOCATION	EL.	THICKNESS	"A"	"B"	"C"	"D"	TOTAL REQ'D	H/F/N	WELD	GUS/FLG (CLR)	GUS / BOLT (CLR)	ANGLE (BLT - GUS)
Α	BOTTOM	0	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
Α	ТОР	20	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
В	BOTTOM	20	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
Barris B	ТОР	40	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
$\mathbf{C}_{\mathbf{r}}_{\mathbf{r}_{\mathbf{r}_{\mathbf{r}_{\mathbf{r}_{\mathbf{r}_{\mathbf{r}}}}}}}}}}$	BOTTOM	40	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
С	ТОР	60	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
D	BOTTOM	60	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
D	тор	80	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
E E	BOTTOM	80	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
E	TOP	100	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
F	BOTTOM	100	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
F	TOP	120	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
G	BOTTOM	120	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
G	ТОР	140	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
Н	BOTTOM	140	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
H	TOP	160	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
I	BOTTOM	160	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
I	TOP	180	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
J.	BOTTOM	180	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
J	ТОР	200	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
K	BOTTOM	200	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
K	ТОР	220	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
$\mathbf{L}_{\mathrm{states}}$	BOTTOM	220	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
L	TOP	240	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
М	BOTTOM	240	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
M	TOP	260	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
N	BOTTOM	260	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
Ν	TOP	280	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
0	BOTTOM	280	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A
0	TOP	300	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A


DIAGONALS

Job No. :

Site Location :

S2775T n : GENERAL DYNAMICS

Diagonal Dimension Information

'L.A	BEL.	#											#	
Section	Location	Bays		r	Descriptio	n		"A"	"B"	"C"	"D"	Cut Length	Req'd	Drill Size
A	1	3	4	x	4	x	0 25	2 13	270.95	134.13	2.69	274.45	6	0.8125
А	2	3	4	x	4	x	0 25	2 13	264.65	131.05	2.56	268 15	6	0.8125
A	3	3	4	x	4	x	0.25	2 13	260.19	128 74	2.70	263 69	6	0.8125
В	1	3	3.5	x	35	x	0.25	1 88	254.07	125.68	2 71	257 57	6	0 8125
В	2	3	3.5	x	35	x	0.25	1.88	247.73	122.58	2 57	251 23	6	0.8125
В	3	3	3.5	x	3.5	x	0.25	1.88	243 36	120.32	2.72	246 86	6	0.8125
С	1	3	3.5	x	35	x	0 25	1.88	237 52	117.40	2.73	241 02	6	0.8125
С	2	3	3.5	x	3.5	x	0.25	1 88	231 15	114.28	2 59	234 65	6	0 8125
С	3	3	3.5	x	3.5	x	0.25	1.88	226 89	112.07	2 74	230 39	6	0 8125
D	1	3	3.5	x	35	x	0.25	1.88	220.85	109.05	2.75	224.35	6	0.6875
D	2	3	3.5	x	3 5	x	0.25	1.88	214.44	105.92	2.61	217 94	6	0.6875
D	3	3	3.5	x	3.5	x	0.25	1.88	210.30	103.77	2.76	213 80	6	0.6875
					-									
E	1	3	3	x	3	x	0.25	1 63	204.55	100 89	2.77	208 05	6	0.6875
Е	2	3	3	x	3	x	0.25	1.63	198 11	97.74	2.63	201 61	6	0.6875
Е	3	3	3	x	3	x	0 25	1 63	194 12	95.66	2.79	197.62	6	0.6875
F	1	3	3	x	3	x	0 1875	1 59	188.21	92 70	2.81	191 71	6	0 6875
F	2	3	3	x	3	x	0.1875	1.59	181 72	89 53	2.66	185 22	6	0.6875
F	3	3	3	x	3	x	0.1875	1.59	177,92	87 54	2.84	181 42	6	0.6875
-														
G	1	3	3	x	3	x	0.1875	1.59	172.33	84.74	2 85	175.83	6	0 6875
G	2	3	3	X	3	x	0 1875	1.59	165.80	81.55	2.71	169.30	6	0.6875
G	3	3	3	x		x	0 1875	1.59	162.22	79.66	2.89	165.72	6	0 6875
н	1	3	2.5	x	2.5	x	0 1875	1.44	156.52	76.80	2,92	160.02	6	0.6875
н	2	3	2.5	x	2.5	x	0 1875	1.44	149.96	73 59	2.77	153 46	6	0.6875
н	3	3	2.5	X	2.5	x	0.1875	1 44	146.66	71.84	2.97	150 16	6	0.6875
1	1	3	2.5	x	25	x	0 1875	1 44	141 34	69.16	3.01	144 84	6	0.6875
	2	3	25		25	 	0 1875	1 44	134.75	65.95	2.86	138.25	6	0.6875
	3	3	2:5	X	2.5	 	0 1875	1 44	131.80	64.36	3.09	135 30	6	0.6875
						~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~				01.50	5.07			
I	1	3	7	x	2	Y	0 1875	1.09	126 49	61 67	3.14	129.99	6	0.6875
	2	3	2			~ ~	0 1875	1.02	110.00	58.45	2.99	173.40	6	0.6875
			2		- <u></u> 7	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	0 1875	1.09	117.47	57 08	3.27	120.92		0.6875
				^		^	0.1075	1.07	**/.72	27.00	J. 44 1			
ĸ	1	3	7	Y	7	÷	0 1875	100	112.61	54 63	3 35	116.11	6	0.6875
	2		- - 7	 	- <u></u>		0.1875	1.00	106.08	51 / 2	3.71	100.58	6	0.6875
- K				~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	- <u></u> 7	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	0.1075	1.09	104.10	50.22	3.56	107.50		0.6875
				*		*	0.1075	1.09	104.19	JU.32		107 09		0.0075
I	1		'n		2		0 1975	1.00	00.63	17.06	171	102.12	6	0.6975
			<u>د</u>				0.1075	1.03	02.02	4/ 90	2.50	06 74	6	0.0075
L,	2		ك	X		×	0.1075	1.09	73.24	44.02	¥C.C	70 /4		0.0073
	د	د	2	X		x	0.1875	1.09	92.15	44.03	4.09	93.63	0	0.0875
					~		0.1675	1.00	00.50	12.00	4.00	01.00		0.0070
M	1		2	x	2	x	0.1875	1.09	88.39	42.00	4.58	9189	0	0.0875
M	2	<u> </u>	2	x	2	x	0.1875	1.09	82.29	38.98	4.54	85.79	0	0.6875
M	د		2	x	2	x	0.1875	1.09	82.25	38.54	5.18	67.68	D	0.0875
								l						









ITEM NO.	PART NO.	DESCRIPTION	QTY.
1*	CA20-50	Waveguide Angle Clip	2

#### HARDWARE

PART NO.	DESCRIPTION	QTY.				
VBT50-900	1/2" x 9" H.D.G. V-Bolts	2				
NU50G	1/2" H.D.G. Nuts	2				
WL50G	1/2" H.D.G. Lockwashers	2				
	PART NO. VBT50-900 NU50G WL50G	PART NC.         DESCRIPTION           VBT50-900         I/2" x 9" H.D.G. V-Boits           NU50G         I/2" H.D.G. Nuts           WL50G         I/2" H.D.G. Lockwashers				

#### WEIGHT # ENGINEERING INFORMATION

KIT NO.	WEIGHT (165.)	DESCRIPTION	CaAc ( Sq. Ft.)
KCA20-50	7.22	Waveguide Angle Clip Kit	N/A

#### NOTES:

i.) This Kit Will Mount on 1-1/2" To 5" Angle.

2.) ThisKit Can Be Used To Secure Waveguide Ladder To Diagonal Or Horizontal Members.

3.) Steel Parts Indicated Above With An ** * Will Be Packed With The Hardware.





ITEM NO.	PART NO.	DESCRIPTION	QTY.
<b> </b> *	CS-62-45	Waveguide Round Member Clip	2

#### HARDWARE

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

** Flatwashers Are To Be Used At All Slotted Hole Locations II **

#### WEIGHT & ENGINEERING INFORMATION

KIT NO.	WEIGHT (165.)	DESCRIPTION	CaAc ( Sq. Ft.)
KCR62-45	4.20	Waveguide Round Member Clip Kit	N/A

#### NOTES:

1.) This Kit Will Mount on 5/8" To 4-1/2" Round Member.

 This Kit Can Be Used To Secure Waveguide Ladder To Diagonal Or Horizontal Members.

3.) Steel Parts Indicated Above With An " . " Will Be Packed With The Hardware.













Typical Installation



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

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

** Flatwashers Are To Be Used At All Sloted Hole Locations II **

#### WEIGHT & ENGINEERING INFORMATION

KIT NO.	WEIGHT (lbs.)	DESCRIPTION	CaAc ( Sq. Ft.)
5P30-2096	42	2" Sch 40 x 96" Long Pipe	.75

#### KIT USE INFORMATION

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



-

CONNECTION 1





#### STEEL PARTS

PART NO.	DESCRIPTION	QTY.
TBH-7U	T.L. Hanger ( 8 Snap-In / 7 Bolt-In )	6
TB22375	Threaded Rod Attachment Washer	12
	PART NO. TBH-7U TB22375	PART NO.     DESCRIPTION       TBH-7U     T.L. Hanger ( & Snap-In / 7 Bolt-In )       TB22375     Threaded Rod Attachment Washer

#### HARDWARE

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

#### WEIGHT & ENGINEERING INFORMATION

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

NOTES:

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

05V 4	DESCRIPTION			DRAWN	DATE	Dielectric Tower operations	PH# (812) 853-0595 FAX# (812) 853-6552 2855 HIGHWAY 261 NEWBURGH, IN. 47630
	UESCRIPTION			A, J.H. CHECK	6-19-00 DATE DATE	2 LAYER HANGER KIT	FOR 2' x 10' PLANK
	IGLE COMPANY CONFIDENTIAL, INFORMATION CONTAINED HEREIN IS CONFIDENTIAL, IT IS TO BE USED SOLELY FOR THE PURPOSE PROVIDED, AND IT IS NOT TO BE DISCLOSED TO OTHERS WITHOUT THE PRIOR WRITTEN CONSENT OF	.X± 3 .XX± 3	TOLE 3/32* A1 3/32* DF 1/16* B1	RANCES NGLES± 2' HILLED HOLE± #1/32" HRNFD HOLE+ #1/16"	UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES	^{оwg но.} ТН-7Х2	rev O



# **GENERAL DYNAMICS** Network Systems

9900 Corporate Campus Drive Suite 2600 Louisville, Kentucky 40223

> Phone: 502.426.4120 Fax: 502.426.0768

August 10, 2005

# Re: Qualification Statement for General Dynamics, Project Manager and Contractor for Cingular Project <u>Hector</u>.

To whom it may concern:

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

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

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

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

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

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

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

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

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

# **GENERAL DYNAMICS** Network Systems

9900 Corporate Campus Drive Suite 2600 Louisville, Kentucky 40223

> Phone: 502.426.4120 Fax: 502.426.0768

# **Individual Qualifications**

## Donald Day, Project Manager -- Tennessee / Kentucky Region

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

# Steve Parker, Site Acquisition Manager – Kentucky Region

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

## Christopher Ray, Construction Manager -- Kentucky Region

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

#### **GENERAL NOTES**

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

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

Matches 1-8 (of 8)

PA = Pending Application(s)

	Call Sign	Licensee Name	FRN	Radio Service	Status	Expiration Date
1	KNKN673	Orange Licenses Holding, LLC	0012362919	CL	Active	10/01/2011
2	KNKN787	LITCHFIELD COUNTY CELLULAR, INC.	0001801307	CL	Active	10/01/2011
3	KNLF251	New Cingular Wireless PCS, LLC	0003291192	CW	Active	06/23/2015
4	KNLF252	WIRELESSCO, L.P.	0002316545	CW	Active	06/23/2015
5	KNLG232	Northstar Technology, LLC	0005869136	CW	Terminated	04/28/2007
6	KNLH408	POWERTEL KENTUCKY LICENSES, INC.	0001831189	CW	Active	04/28/2007
7	KNLH409	POWERTEL KENTUCKY LICENSES, INC.	0001831189	CW	Active	04/28/2007
8	WPOI255	BLUE LICENSES HOLDING, LLC	0012362869	CW	Active	06/23/2015
	Call Sign	Licensee Name	FRN	Radio Service	Status	Expiration Date



#### Clay County map data.xls

	Clay County										
Longitude Latitude	Owner	FCC Reg	Height (m)	City	Status	Lat deg	Lat min	Lat sec	Lon deg	Lon min	LON SEC
-83 684352 37,150293	Proposed Cingular Wireless site called Hector	tbd	tbd	Oneida, KY	proposed	83	41	3,667	37	9	1.055
-83 816658 37 058264	Cingular Wireless site called Woolum	1246017	93.3	Woolum, KY	Constructed	83	48	59.97	37	3	29.75
-83 608333 37 181389	LITCHFIELD COUNTY CELLULAR INC DBA = RAMCELL OF KENTUCKY (Cingular Wireless co-location called Peabody)	1002782	92.7	ERILINE, KY	Granted	83	36	30.00	37	10	53.00
-83 836944 37 128833	LITCHFIELD COUNTY CELLULAR, INC, DBA = RAMCELL OF KENTUCKY (Cingular Wireless co-location called Cutoff Mtn)	1043631	94.8	HOOKER, KY	Constructed	83	50	13.00	37	7	43.80
-83 752056 37 149639	BELLSOUTH PERSONAL COMMUNICATIONS, LLC (Cingular Wireless site called Manchester)	1043808	96.0	MANCHESTER, KY	Constructed	83	45	7.40	37	8	58.70
-83 595000 36 995000	KENTLICKY, COMMONWEALTH OF DBA = KY EMERGENCY WARNING SYSTEM KEWS	1044807	84.0	BEVERLY, KY	Constructed	83	35	42.00	36	59	42.00
-83 691667 37 147222	KENTUCKY, COMMONWEALTH OF DBA = KY EMERGENCY WARNING SYSTEM KEWS	1044809	85.0	MANCHESTER, KY	Constructed	83	41	30.00	37	8	50.00
82 752222 37 149722	HOUSE LAURA S	1057447	122.0	MANCHESTER, KY	Constructed	83	45	8.00	37	8	59.00
83 905750 37 339806	East Kentucky Power Cooperative, Inc.	1201245	135.6	Tyner, KY	Constructed	83	54	20.70	37	20	23.30
-83.903730 37.339800		1201943	60.3	Manchester, KY	Constructed	83	51	27.70	37	3	42.30
83 735000 37 142500	C & C Communications	1201992	60.4	Manchester, KY	Constructed	83	44	6.00	37	8	33.00
92 762592 27 125990	C&C TOWER RENTAL LLC	1230623	105.0	MANCHESTER, KY	Constructed	83	45	45.30	37	7	33.20
-03.702303 37.123003	HEMPHILL CORPORATION	1231892	106.3	MANCHESTER, KY	Granted	83	37	29.30	37	11	15.50
-83.024800 37.187039	HEIMPHUL CORPORATION	1232197	106.4	BIG CREEK, KY	Granted	83	34	18.60	37	9	26.10
-83.57 1835 37.157230		1232814	97.5	MANCHESTER, KY	Granted	83	47	57.40	37	8	35.10
-83.799278 37.143083		1232816	97.5	MANCHESTER, KY	Granted	83	50	55.20	37	8	22.40
-83.848667 37.139556		1232817	103.6	LONDON, KY	Granted	83	53	49.50	37	7	19.50
-83.897083 37.122083		1233215	97.5	MANCHESTER KY	Granted	83	38	19.00	37	9	50.40
-83.638611 37.164000		1234010	97.5	MANCHESTER, KY	Granted	83	41	17.70	37	8	24.20
1 -83 688250 137 140056		1 1204010	1 01.0				1		A	A	

# EXHIBIT E CO-LOCATION REPORT



#### David R. Czarnecki

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

September 19, 2005

To Whom It May Concern:

Dear Sir or Madam:

A KEWS tower was located within the Hector search area, but the structure not tall enough to meet project objectives. Aside from the KEWS structure, there were no other existing structures located within or near the Hector search area to examine in order to determine development potential for the Hector project.

David R. Czarnecki RF Design Engineer

**RF** Design Engineer

# EXHIBIT F APPLICATION TO FAA

Please Type or Print on This Form		Form Approved OMB No. 2120-0001
Failure To Provide All Requested Information	n May Delay Processing of Your Notic	FOR FAA USE ONLY
US Department of Transportation Notice of Pronosed Cong	Aeronautical Study Number	
Federal Aviation Administration		/ o1
1. Sponsor (person, company, etc. proposing this action):	9. Latitude: <u>37</u> <u>09</u>	
Attn.of: Wiargaret Colpa	10. Longitude: <u>83</u> <u>41</u>	03 667
Address: 17720 Durater Dead		Other
Suite 100A		Ctate: 1737
City: Dallas State: TX Zip: 75252	IZ. Nearest: City: Hector	
Telephone:         (972)         733-2887         Fax:         (972)         733-2852	<b>13. Nearest</b> <i>Public-use</i> (not private-use) London-Corbin Airport-Magee Fig	) or Military Airport or Heliport: eld
2. Sponsor's Representative (if other than #1) :	<b>14. Distance from #13.</b> to Structure: 1	8.81 miles
Attn.of: Lisa Glass	15 Direction from #12 to Structure:	
Name: BellSouth Mobility, LLC	15. Direction from #13. to structure:	1587.7
	16. Site Elevation (AMSL):	<u>з200</u> п.
City: Brentwood State: TN zip: 37027	17. Total Structure Height (AGL):	<u> </u>
Telephone: (615) 221-3583 Fax: (615) 221-3626	18. Overall Height (#16. + #17.) (AMSL):	<u>1907.7</u> ft.
3. Notice of: X New Construction Alteration Existing	19. Previous FAA Aeronautical Study	y Number (if applicable):
4. Duration: 🗶 Permanent 🔲 Temporary (months,days)		
5. Work Schedule: Beginning 6/18/2005 End 6/18/2006	20. Description of Location: (Attach a Quadrangle Map with the precise site n	a USGS 7.5 minute narked and any certified survey.)
6. Type: 🗶 Antenna Tower 🗌 Crane 🗍 Building 🌅 Power Line	Please see attached Topographical ma	ap.
Landfill Water Tank Other		
7. Marking/Painting and/or Lighting Preferred:		
Red Lights and Paint Dual - Red and Medium Intensity White		
White - Medium Intensity		
White - High Intensity Other		
8. FCC Antenna Structure Registration Number (if applicable):		
21. Complete Description of Proposal:		Frequency/Power (kW)
Frequency List attached.		Attached
New Structure will be a 300' tower with a 20' lightning rod. Overall tower t	ip will be 320' AGL.	
	r	
Market: Allen		
Site D: 6107		
Site Address: Bear Creek Road, Hector, KY 40941		·····
Notice is required by 14 Code of Federal Regulations, part 77 pursuant to 49 U.S.C., requirements of part 77 are subject to a civil penalty of \$1,000 per day until the notice	Section 44718. Persons who knowingly and is received, pursuant to 49 U.S.C., Section 4	willingly violate the notice 6301 (a).
I hereby certify that all of the above statements made by me are true, complete, and/or light the structure in accordance with established marking & lighting stan	and correct to the best of my knowledge. In dards as necessary.	n addition, I agree to mark
Date Typed or Printed Name and Title of Person Filing Notice	Signature	



#### David R. Czarnecki

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

September 19, 2005

To Whom It May Concern:

Dear Sir or Madam:

This letter is to serve as documentation that the proposed Cingular Wireless site called Hector to be located in Clay County, KY at Latitude 37-09-01.055 north; Longitude 083-41-03.667 west has been designed, and will be built and operated in accordance with all applicable FCC and FAA regulations.

David R. Cyamechi David R. Czarnecki

**RF** Design Engineer

EXHIBIT G APPLICATION TO KENTUCKY AIRPORT ZONING COMMISSION

Kentucky Transportation Cabinet, Kentucky Airport Zoning Commission, 200 Mero	Street, Frankfort, KY 40622 Kentucky Aeronautical Study Number
APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER	R A STRUCTURE
<ol> <li>APPLICANT Name, Address, Telephone, Fax, etc. Margaret Colpa Cingular Wireless, LLC 17330 Preston Road Suite 100A Dallas, TX 75252</li> </ol>	9. Latitude:       37       °       09       ′       01       055       ″         10. Longitude:       83       °       41       ′       03       667       ″         11. Datum:       ⊠       NAD83       □       NAD27       □       Other
<ol> <li>Representative of Applicant Name, Address, Telephone, Fax Lisa Glass Cingular Wireless, LLC 5310 Maryland Way Brentwood, TN 37027</li> </ol>	12. Nearest Kentucky City:       Hector       County       Clay         13. Nearest Kentucky public use or Military airport:       London-Corbin Airport-Magee Field         14. Distance from #13 to Structure:       18.81 miles         15. Direction from #13 to Structure:       East         16. Site Elevation (AMSL):       1,587.70
3. Application for: 🖾 New Construction 🗆 Alteration 🗌 Existing	17. Total Structure Height (AGL): 320.00 Feet
<ol> <li>Duration: Permanent  Temporary (MonthsDays)</li> <li>Work Schedule: StartJune 18, 2005EndJune 18, 2006</li> </ol>	18. Overall Height (#16 + #17) (AMSL):Feet
<ol> <li>Type: Antenna Tower Crane Building Power Line</li> <li>Landfill Water Tank Other</li></ol>	<ul> <li>19. Previous PAA and/or Kentucky Aeronautical Study Number(s).</li> <li>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)</li> <li>Please see attached Topographical map.</li> </ul>
21. Description of Proposal:	
New Structure will be a 300' tower with a 20' lightning rod. Overall tower Market: Allen Site Name: Hector Site ID: 6107 Site Address: Bear Creek Road, Hector, KY 40941	er tip will be 320' AGL.
22. Has a "NOTICE OF CONSTRUCTION OR ALTERATION" (FAA Form 7460-1) □ No ⊠Yes, When _June 20, 2005	) been filed with the Federal Aviation Administration?
CERTIFICATION: I hereby certify that all the above statements made by me are	true, complete and correct to the best of my knowledge and belief.
Stephen Parker, SAM on behalf of Cingular Wireless	June 20, 2005 Date
PENALTIES: Persons failing to comply with Kentucky Revised Statutes (KRS 18. 050:Series) are liable for fines and/or imprisonment as set forth in KRS 183.990(3) in further penalties.	3 861 through 183.990) and Kentucky Administrative Regulations (602 KAR Non-compliance with Federal Aviation Administration Regulations may result
Commission Action:	man, KAZC 🔲 Administrator, KAZC
Disapproved	Date

# EXHIBIT H GEOTECHNICAL REPORT

### **GEOTECHNICAL ENGINEERING REPORT**

## PROPOSED HECTOR COMMUNICATION TOWER BEAR CREEK ROAD HECTOR, KENTUCKY

TERRACON PROJECT NO. 57055023 August 25, 2005

**Prepared For:** 

GENERAL DYNAMICS Louisville, Kentucky

Prepared by:

# Tlerracon

Louisville, Kentucky

August 25, 2005



**Consulting Engineers & Scientists** 

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

General Dynamics 9900 Corporate Campus Drive Louisville, Kentucky 40223

Attention: Steve Parker

Re: Geotechnical Engineering Report Proposed Hector Communication Tower Bear Creek Road Hector, Kentucky Terracon Project No. 57055023

Dear Mr. Parker:

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

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

Sincerely, **Terracon** 

Erich J. Hoehler Project Engineer

n:\projects\2005\geotechnical\57055023\g57055023.doc

Attachments: Geotechnical Engineering Report

Copies: (4) General Dynamics

TIMC Timothy G. LaGrow, PLEGROW Kentucky No. 17758

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# APPENDIX

Boring Location Plan
Boring Logs
General Notes
General Notes – Description of Rock Properties
Unified Soil Classification System

#### **GEOTECHNICAL ENGINEERING REPORT**

### PROPOSED HECTOR COMMUNICATION TOWER BEAR CREEK ROAD HECTOR, KENTUCKY TERRACON PROJECT NO. 57055023 August 25, 2005

#### 1.0 INTRODUCTION

The purpose of this report is to describe the subsurface conditions encountered in the borings, analyze and evaluate the test data, and provide recommendations regarding the design and construction of foundations and earthwork for the proposed tower. Three (3) borings extending to depths of about 21 to 25 feet below the existing ground surface were drilled at the site. Boring logs and a boring location plan are included with this report.

#### 2.0 PROJECT DESCRIPTION

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

Vertical Load:	650 kips
Horizontal Shear:	100 kips
Uplift:	550 kips

A small, lightly loaded equipment building will also be constructed. Wall and floor loads for this building are not anticipated to exceed 1 kip per linear foot and 100 pounds per square foot, respectively. At the time of the site visit, the property was a relatively flat, wooded hilltop. Based on the proposed tower construction, minimal grading operations are anticipated.

#### 3.0 EXPLORATION PROCEDURES

### 3.1 Field Exploration

The subsurface exploration consisted of drilling and sampling three borings at the site to depths of about 21 to 25 feet below existing grade. The boring locations and depths were selected by General Dynamics. The actual boring locations were determined by a subcontract driller, who paced distances in the field based on the center of the tower staked by the project surveyor. Right angles for the boring location measurements were estimated. Ground surface elevations were not available at the time of this report and have been omitted from the boring logs. The location of the boring should be considered accurate only to the degree implied by the means and methods used to define them.

#### Hector Communication Tower Hector, Kentucky Terracon Project No.: 57055023 August 25, 2005

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

Auger refusal was encountered in all borings at depths ranging from 6 to 10 feet below the existing ground surface. The borings were extended into the refusal materials using a diamond bit attached to the outer barrel of a double core barrel. The inner barrel collected the cored material as the outer barrel was rotated at high speeds to cut the rock. The barrel was retrieved to the surface upon completion of each drill run. Once the core samples were retrieved, they were placed in a box and logged. The rock was later classified by an engineer and the "percent recovery" and rock quality designation (RQD) were determined.

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

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

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

Field logs of each boring were prepared by a subcontract driller. The logs included visual classifications of the materials encountered during drilling as well as the driller's interpretation of the subsurface conditions between samples. The final boring logs included with this report represent an interpretation of the driller's field logs and a visual classification of the soil samples made by the Geotechnical Engineer.

#### 3.2 Laboratory Testing

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

The laboratory testing program consisted of performing water content tests on representative soil samples. Information from these tests was used in conjunction with field penetration test data to evaluate soil strength in-situ, volume change potential, and soil classification. Results of these tests are provided on the boring logs.

Classification and descriptions of rock core samples are in accordance with the enclosed General Notes, and are based on visual and tactile observations. Petrographic analysis of thin sections may indicate other rock types. Percent recovery and rock quality designation (RQD) were calculated for these samples and are noted at their depths of occurrence on the boring logs.

### 4.0 EXPLORATORY FINDINGS

#### 4.1 Subsurface Conditions

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

The tower compound was cleared of the topsoil and trees prior to our field exploration. Lean clay (CL) was encountered in all borings at the surface to a depth of about 2 ½ feet below existing grade. Coal and or severely weathered shale were encountered below the clay to refusal depths of about 6 to 10 feet.

Below the refusal depths of about 6 to 10, rock coring techniques were used to advance the boreholes. The core samples recovered from our borings consisted of moderately to severely weathered, brown and gray, very soft to moderately hard shale. A coal seam was encountered in boring B-3 at a depth of about 11 to 11 ½ feet. Core recoveries at the site ranged from 70 to 100 percent. The quality of the rock is rated at very poor to poor based on RQD values of 0 to 48 percent.

#### 4.2 Site Geology

A review of the Geologic Map of Barcreek, Kentucky Quadrangle published by the United States Geological Survey (USGS), indicates that the site is underlain by the Haddix coal zone of the Breathitt Formation. The Haddix coal zone is made up of sandstone, siltstone, shale and coal. The sandstone is described as light to medium gray weathering yellowish gray, fine to medium grained interbedded with shale and siltstone. The shale and siltstone are described as medium to dark medium gray weathering yellowish gray to yellowish brown and thick bedded. The Haddix coal zone can be over 230 feet thick and is underlain by the Magoffin Member.

#### 4.3 Groundwater Conditions

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

It should be recognized that fluctuations of the groundwater table may occur due to seasonal variations in the amount of rainfall, runoff and other factors not evident at the time the borings were performed. Therefore, groundwater levels during construction or at other times in the life of the structure may be higher or lower than the levels indicated on the boring logs. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project.

### 5.0 ENGINEERING RECOMMENDATIONS

Based on the encountered subsurface conditions, the tower and equipment building can be constructed on shallow foundations. Shallow foundation recommendations are presented in the following paragraphs.

### 5.1 Tower Foundation

A mat foundation can be used to support the proposed tower. The mat foundation can be designed using the following natural soil/engineered fill parameters. These parameters are based on the findings of the borings, a review of published correlation values and Terracon's experience with similar soil conditions. These design parameters also assume that the base of the mat foundation will rest on natural soils, weathered shale or well-graded crushed stone that is compacted and tested on a full time basis. Any coal encountered or observed at or below the bearing surface should be undercut to shale and backfilled with crushed stone.
Hector Communication Tower Hector, Kentucky Terracon Project No.: 57055023 August 25, 2005

Depth (feet)	Description	Allowable Contact Bearing Pressure (psf)	Allowable Passive Pressure (psf)	Coefficient of Friction, Tan $\delta$	Vertical Modulus of Subgrade Reaction (pci)
0-3	Lean Clays	Ignore	Ignore		
≥ 3	Weathered Shale or Crushed Stone Fill	3,000	lgnore	0.35	150

### Table 2 - Mat Foundation Design Parameters

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

# 5.2 Equipment Building Foundations

The proposed equipment shed may be supported on shallow footings bearing on stiff natural soils. The equipment building foundations should be dimensioned using a net allowable soil bearing pressure of 2,000 pounds per square foot (psf). In using net allowable soil pressures for footing dimensioning, the weight of the footings and backfill over the footings need not be considered. Furthermore, the footings should be at least 12 inches wide and a minimum of 2.0 feet square.

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

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

### 5.3 Parking and Drive Areas

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

#### Hector Communication Tower Hector, Kentucky Terracon Project No.: 57055023 August 25, 2005

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

# 5.4 Site Preparation

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

Any fill and backfill placed on the site should consist of approved materials that are free of organic matter and debris. Structural fill placed below the tower foundation should be limited to well graded crushed stone. Structural fill placed in other areas may also consist of low-plasticity cohesive soil. Low-plasticity cohesive soil should have a liquid limit of less than 45 percent and a plasticity index of less than 25 percent. The on site soils are considered suitable for re-use as fill outside the limits of the proposed tower foundations. Fill should not contain frozen material and it should not be placed on a frozen subgrade.

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

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

### 6.0 GENERAL COMMENTS

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

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

#### Hector Communication Tower Hector, Kentucky Terracon Project No.: 57055023 August 25, 2005

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

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

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

APPENDIX



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#### LOG OF BORING NO. B-1 Page 1 of 1 CLIENT **General Dynamics** PROJECT SITE **Hector Communication Tower** Hector, Kentucky TESTS SAMPLES UNCONFINED STRENGTH, pst Ē DRY UNIT WT **GRAPHIC LOG USCS SYMBOI** % RECOVERY, DESCRIPTION SPT - N * BLOWS / ft. WATER CONTENT, DEPTH, ft. NUMBER TYPE LEAN CLAY, with trace organics, yellowish gray, very stiff, (weathered shale) 20 CL 1 SS 18 14 2.5 COAL, black, very soft 32 2 SS 18 5 SS 10 50/5 SEVERELY WEATHERED SHALE, light 3 gray, soft 50/5 SS 0 AUGER REFUSAL AT 10 FEET, BEGAN 4 CORING 10 10 DB 86% RQD 5 SHALE, moderately to severely 0% weathered, gray, soft to moderately hard 15 20 DB 85% RQD 6 48% 25 25 RIJAIOE **BORING TERMINATED AT 25 FEET** TERRACON.GDT *MANUAL HAMMER The stratification lines represent the approximate boundary lines GPJ between soil and rock types: in-situ, the transition may be gradual. 1 OGS ( BORING STARTED 8-17-05 WATER LEVEL OBSERVATIONS, ft BORING COMPLETED 8-17-05 T WL $\nabla$ 66 lerracon Y RIG CME-550 FOREMAN GT Y WL ç ū 57055023 APPROVED JOB # WL Dry Upon Auger Completion

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# LOG OF BORING NO. B-2

Page 1 of 1

CL	ENT General Dynamics										
SIT	E	PRO	JEC	Т							
	Hector, Kentucky	.	[]		He	ctor (	Comm	unica	tion	Tower	
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	NUMBER	TYPE		SPT - N * BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf	
	<b>LEAN CLAY</b> , with trace coal, yellowish gray, very stiff		CL	1	SS	18	12	23			
	2.5 SEVERELY WEATHERED SHALE, gray,										
	soft AUGER REFUSAL AT 6 FEET, BEGAN CORING	5		2	SS	18	36				
	6 <u>SHALE</u> , moderately to severely weathered, gray, very soft to soft			3	DB	70%	RQD 0%				
		10									
				4	DB	100%	RQD 0%				
	21	20-									
4/05	BORING LEKMINATED AT 21 FEET										
RRACON.GDT 8/24											
비 대 문 be	e stratification lines represent the approximate boundary lines ween soil and rock types: in-situ, the transition may be gradual.									*MANU	AL HAMMER
W Jogs	ATER LEVEL OBSERVATIONS, ft					BOR	ING S	TART	ED		8-17-05
s WI			a d			BOR	ING C	OMPL	ETE	)	8-17-05
IW EHOL		CI				RIG	(	CME-5	550   F		AN GT
ğ WI	Dry Upon Auger Completion					APP	ROVE	U	<u> </u>	JOR #	57055023

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# LOG OF BORING NO. B-3

Page 1 of 1

CLI	ENT										
CIT	General Dynamics		IFC	Т							
511	Hector, Kentucky				He	ctor	Comm	unica	tion 1	Tower	
					SAN	IPLES	5			TESTS	
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	NUMBER	ТҮРЕ	RECOVERY, In.	SPT - N * BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf	
7///	LEAN CLAY, orangish brown, very stiff						-				
	2.5		CL	1	SS	18	14	22			
	WEATHERED SHALE, gray, son			2	SS	18	31				
		5	 								
	CORING			3	SS	0	50/5				
	<u>SHALE</u> , moderately to severely weathered, brown and gray to gray, soft to moderately hard	10		5	DB	70%	RQD 0%				
	coal seam from 11 feet to 11.5 feet										
		20		6	DB	100%	RQD 32%				
	BORING TERMINATED AT 22 FEET										
RRACON.GDT 8/24/05		25									
The	e stratification lines represent the approximate boundary lines ween soil and rock types: in-situ, the transition may be gradual.									*MANU	IAL HAMMER
W 008.	ATER LEVEL OBSERVATIONS, ft					BOR	ING S	TART	ED		8-17-05
s WL	· 🖾 🕺		-			BOR	ING C	OMPL	ETED	)	8-17-05
HOL W	<u> </u>	C			2.5	RIG	(	CME-5	550 F	OREM	AN GT
WL	Dry Upon Auger Completion					APP	ROVE	D	J	OB #	57055023

# **GENERAL NOTES**

#### **DRILLING & SAMPLING SYMBOLS:**

WATER LEVEL MEASUREMENT SYMBOLS:

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

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

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

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

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

CONSISTENCY	OF FINE-	GRAINED	SOILS

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

**RELATIVE PROPORTIONS OF SAND AND GRAVEL** 

### **RELATIVE DENSITY OF COARSE-GRAINED SOILS**

Standard Penetration or N-value (SS) Blows/Ft. 0 - 3 4 - 9 10 - 29 30 - 49 50+

High

Relative Density

Loose Medium Dense Dense Very Dense

#### **GRAIN SIZE TERMINOLOGY**

30+

Terracon

<u>Descriptive Term(s) of other</u> <u>constituents</u>	<u>Percent of</u> Dry Weight	<u>Major Component</u> <u>of Sample</u>	Particle Size		
Trace	< 15	Boulders	Over 12 in. (300mm)		
With	15 – 29	Cobbles	12 in. to 3 in. (300mm to 75 mm)		
Modifier	> 30	Gravel	3 in. to #4 sieve (75mm to 4.75 mm)		
		Sand	#4 to #200 sieve (4.75mm to 0.075mm)		
RELATIVE PROPORTIONS OF FINES		Silt or Clay	Passing #200 Sieve (0.075mm)		
Descriptive Term(s) of other	Percent of	PLAST	ICITY DESCRIPTION		
<u>constituents</u>	Dry Weight	Term	Plasticity Index		
Trace	< 5	Non-plas	tic 0		
With	5 – 12	Low	1-10		
Modifiers	> 12	Mediur	n 11-30		

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# **GENERAL NOTES**

#### **Description of Rock Properties**

WEATHERING	
Fresh	Rock fresh, crystals bright, few joints may show slight staining. Rock rings under hammer if crystalline.
Very slight	Rock generally fresh, joints stained, some joints may show thin clay coatings, crystals in broken face show bright. Rock rings under hammer if crystalline.
Slight	Rock generally fresh, joints stained, and discoloration extends into rock up to 1 in. Joints may contain clay. In granitoid rocks some occasional feldspar crystals are dull and discolored. Crystalline rocks ring under hammer.
Moderate	Significant portions of rock show discoloration and weathering effects. In granitoid rocks, most feldspars are dull and discolored; some show clayey. Rock has dull sound under hammer and shows significant loss of strength as compared with fresh rock.
Moderately severe	All rock except quartz discolored or stained. In granitoid rocks, all feldspars dull and discolored and majority show kaolinization. Rock shows severe loss of strength and can be excavated with geologist's pick.
Severe	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 severe	All rock except quartz discolored or stained. Rock "fabric" discernible, but mass effectively reduced to "soil" with only fragments of strong rock remaining.
Complete	Rock reduced to "soil". Rock "fabric" not discernible or discernible only in small, scattered locations. Quartz may be present as dikes or stringers.
HARDNESS (for engi	neering description of rock – not to be confused with Moh's scale for minerals)
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 hammer required to detach hand specimen.
Moderately hard	Can be scratched with knife or pick. Gouges or grooves to ¼ in. 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 in. deep by firm pressure on knife or pick point. Can be excavated in small chips to pieces about 1-in. 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 to 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 readily with point of pick. Pieces 1-in. or more in thickness can be broken with finger pressure. Can be scratched readily by fingernail.

Joint, Bedding and Foliation Spacing in Rock ^a						
Spacing		Joints		Bedding/Foliation		
Less than 2 in.		Very close		Very thin		
2 in. – 1 ft.	2 in, – 1 ft.		Close		Thin	
1 ft. – 3 ft.	1 ft. – 3 ft.		Moderately close		Medium	
3 ft. – 10 ft.		Wide	-		Thick	
More than 10 ft.		Very w	vide		Very thick	
Rock Quality Designator (RQD) ^b			Joint Openness Descriptors			
RQD, as a percentage	Diagn	ostic description	Openness		Descriptor	
Exceeding 90	Excelle	nt	No Visible Separ	ation	Tight	
90 – 75	Good		Less than 1/32 in	I <b>.</b>	Slightly Open	
75 – 50	Fair		1/32 to 1/8 in.		Moderately Open	
50 – 25	Poor		1/8 to 3/8 in.		Open	
Less than 25	Very po	or	3/8 in. to 0.1 ft.		Moderately Wide	
			Greater than 0.1	ft.	Wide	

a. Spacing refers to the distance normal to the planes, of the described feature, which are parallel to each other or nearly so.

b. RQD (given as a percentage) = length of core in pieces 4 in. and longer/length of run.

References: American Society of Civil Engineers. Manuals and Reports on Engineering Practice - No. 56. <u>Subsurface Investigation for Design</u> and Construction of Foundations of Buildings. New York: American Society of Civil Engineers, 1976. U.S. Department of the Interior, Bureau of Reclamation, <u>Engineering Geology Field Manual</u>.



# UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A			Soil Classification			
					Group Symbol	Group Name [®]
Coarse Grained Soils	Grained Soils Gravels More than 50% of coarse fraction retained on	Clean Gravels	$Cu \ge 4$ and $1 \le Cc \le 3^{E}$		GW	Well-graded gravel ^F
More than 50% retained		Less than 5% fines ^c	Cu < 4 and/or 1 > Cc > $3^{E}$		GP	Poorly graded gravel ^F
on No. 200 sieve	No. 4 sieve	Gravels with Fines More than 12% fines ^c	Fines classify as ML or MH		GM	Silty gravel ^{F.G. H}
			Fines classify as CL or CH		GC	Clayey gravel ^{F.G.H}
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands	$Cu \ge 6$ and $1 \le Cc \le 3^{\epsilon}$		SW	Well-graded sand
		Less than 5% fines ^D	Cu < 6 and/or 1 > Cc > 3 ^E		SP	Poorly graded sand
		Sands with Fines More than 12% fines ^D	Fines classify as ML or MH		SM	Silty sand ^{GHI}
			Fines Classify as CL or CH		SC	Clayey sand ^{G.H}
Fine-Grained Soils S 50% or more passes the No. 200 sieve	Silts and Clays Liquid limit less than 50	inorganic	PI > 7 and plots on or above "A" line		CL	Lean clay ^{KLM}
			PI < 4 or plots below "A" line ^J		ML	Silt ^{KLM}
		organic	Liquid limit - oven dried	< 0.75 OL.	Organic clay ^{KLMN}	
			Liquid limit - not dried		01.	Organic silt ^{K.L.M.O}
	Silts and Clays Liquid limit 50 or more	inorganic	PI plots on or above "A" line		СН	Fat clay ^{KLM}
			PI plots below "A" line		мн	Elastic Silt ^{K.L.M}
		organic	Liquid limit - oven dried	< 0.75	ОН	Organic clay
			Liquid limit - not dried			Organic silt ^{KLMQ}
Highly organic soils	Primar	ily organic matter, dark in co	olor, and organic odor		PT	Peat

^ABased on the material passing the 3-in. (75-mm) sieve

- ^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.
- ^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.
- ^D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay

^ECu = D₆₀/D₁₀ Cc = 
$$\frac{(D_{30})^2}{D_{10} \times D_{60}}$$

^F If soil contains ≥ 15% sand, add "with sand" to group name. ^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM. ^HIf fines are organic, add "with organic fines" to group name.

- ¹ If soil contains  $\geq$  15% gravel, add "with gravel" to group name.
- ^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.
- ^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.
- $^{\rm L}$  If soil contains  $\geq$  30% plus No. 200 predominantly sand, add "sandy" to group name.
- ^MIf soil contains  $\geq$  30% plus No. 200, predominantly gravel, add "gravelly" to group name.
- ^NPI  $\geq$  4 and plots on or above "A" line.
- ^oPI < 4 or plots below "A" line.
- ^P PI plots on or above "A" line.
- ^oPI plots below "A" line.



EXHIBIT I DIRECTIONS TO WCF SITE

# PROPOSED WIRELESS TELECOMMUNICATIONS FACILITY

# **CINGUALR SITE NAME: HECTOR**



- From the Clay County seat in Manchester, take US 421 South for approximately 4.21 miles to SR 149 (Bear Creek Road). Turn left onto Bear Creek Road and travel 5.21 miles to Sizemore Cemetery Road. Turn right and follow to the site on the left.
- Prepared by: Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. Toll free: 800-516-4293.

EXHIBIT J COPY OF REAL ESTATE AGREEMENT

#### OPTION AND GROUND LEASE AGREEMENT

### PROPERTY

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

#### **OPTION**

NOW THEREFORE, in consideration of the sum of

(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. <u>Option Period</u>. The Option may be exercised at any time on or prior to August 15, 2005 (the "Option Period"). At TENANT's election, the Option Period may be extended for one additional period of six (6) months, through and including February 15, 2006, with an additional payment by TENANT to LANDLORD of **Construct to the Construct State** 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. <u>Transfer of Option</u>. 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. <u>Changes in Leased Property During Option Period</u>. 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. <u>Title</u>. 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. <u>Surveys</u>. 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. <u>Governmental Approvals</u>. 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.

Utility Services. During the Option Period, and during the term of this H. 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 All activities related to the relocation of such utilities shall not interfere with the cost. construction, maintenance or operation of TENANT's facility.

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

#### LEASE AGREEMENT

1. Lease of Leased Property. LANDLORD hereby leases to TENANT the Leased Property as described above, which includes the grant of a nonexclusive right and easement during the term of this Agreement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along the twenty foot (20') wide right of way extending from the nearest public right of way, which is known as **Bear Creek Road**, to the Leased Property, as such right of way is shown on Exhibit "B" hereto. Said easement and right of ingress and egress shall extend to the guy anchors for the purpose of maintenance, inspection, and installation.

2. <u>Initial Term and Rental</u>. 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 **Commencement Date** to be paid in equal monthly installments on the first day of each month during the term hereof, in advance, to the LANDLORD or to such other person, firm or place as the LANDLORD may, from time to time, designate in writing at least sixty (60) days in advance of any rental payment date. If the lease term shall commence on a date other than the first day of a calendar month, TENANT shall make a prorated payment of the installment of the annual rental payable for the first and last month of the term of this Agreement. TENANT's obligation to pay Rent is contingent upon TENANT's receipt of a W-9 form setting forth the tax identification number of the LANDLORD or the LANDLORD.

3. <u>Extension of Term</u>. 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, 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. <u>Extended Term Rental</u>. The annual rental for the extended terms shall be as follows:

#### Extended Term

**Annual Rental** 

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

for the initial term.

5. <u>Continuance of Lease</u>. 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.

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

Governmental Approvals. LANDLORD shall cooperate with TENANT 7. 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.

Taxes. TENANT shall be responsible for making any necessary returns 8. 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. <u>Insurance</u>. 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. <u>Self-Insurance</u>. 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.

If LANDLORD, at any time during the initial or any extended term of this (a) 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.

TENANT'S right of first refusal shall not apply in the event of a sale, (c)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. <u>Assignment</u>. TENANT may assign, sublease, license or otherwise transfer this Agreement at any time upon notice to LANDLORD.

15. <u>Condemnation</u>. 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. <u>Casualty</u>. 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.

Subordination. LANDLORD shall obtain for the benefit of TENANT a 17. 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. <u>Title Insurance</u>. 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.

Hazardous Substances. LANDLORD warrants, represents and agrees 19. 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. <u>Notices</u>. 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:	Rebecca Henson PO Box 35 Garrard, KY 40962 606-598-1374

If to TENANT:

Cingular Wireless 6100 Atlantic Boulevard Mail Code GAN02 Norcross, GA 30071 Attn: Real Estate Department Facsimile No.: 678-418-4166

With a copy to TENANT's Regional Counsel:

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

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

#### 22. Termination.

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

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

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

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

(iii) as otherwise provided in this Agreement.

23. <u>Removal of Improvements</u>. 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

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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. <u>Miscellaneous</u>. 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. <u>Contractual Limitations Period</u>. 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. <u>Security Interest</u>. 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. <u>Governing Law</u>. This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State where the Leased Property is located.

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

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

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

31. Binding Effect. This Agreement shall extend to and bind the heirs,

personal representatives, successors, and assigns of LANDLORD and TENANT and shall constitute covenants running with the land.

32. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same Agreement.

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

LANDLORD:

am Honson

Hiram Henson Print Name:

Title: Owner

Date: 7-4-05

LANDLORD:

ebecca Hierow

Rebecca Henson Print Name:

Title: Owner

Date: 3-4-05

Kontur STATE OF COUNTY OF , notary public of the State and County Before me. aforesaid, personally appeared file with the without I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath, (title) (or other officer acknowledged himself (herself) to be authorized to execute the instrument) for , the within named , and that he (she) as such representative, bargainor, a executed the foregoing instrument for the purpose therein contained, and signed the name of MMam Nencon by himself (herself) as (title). Witness my hand and seal, at office in 1, this day of .20 05. Notary Public une 30, 200 My Commission Expires:

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

William Plantz

Title: Executive Director

Date:

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

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

 $\overline{IN}$ , this  $\underline{HF}$  day of Witness my hand and seal, at office in Klentulood 2005. Notary Public 4

My Commission Expires:

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# EXHIBIT "A"

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# Parent Tract Description

more particularly described as follows:	
Lying and being on Bar Creek in Clay County, Kentucky: All the land on the Southeast side of the Bar Creek road, conveyed to Baxter Bledsoe by Winchester Bank as Committee, et al., this tract is known as the John Hinkle tract of land. The mineral right is reserved by the Winchester Bank as Committee, et al., is not transferred and reserved according to said deed.	•••
A small tract adjacent to the graveyard is reserved and not hereby transferred as a tract land kept for future graveyard development. Sa	of id
reserved tract is adjacent to and continues with said graveyard and may be more particularly described as follows:	519
BEGINNING at a corner in the Stanley Bowling line (now Madden-Roberts line) marked by a Black Walnut with two blazes and two paint rings and turning 90% and running toward and parallel with the existing cemetery line to a forked Sassafras marked with two blazes and two painted rings in the edge of the road and on with the cemetery line to a White Oak marked with two blazes and two	÷.
painted rings and thence turning toward the cemetery and running to the cemetery line and back with the cemetery line to the edge of the road and thence to the Black Walnut.	•
To be all of the property he owns on the Bar Creek Road.	
Grantors, their successors and assigns hereby waive any and all wheelage rights, royalties or fees should future development of this land require the Grantees, their heirs, successors or assigns, to transport minerals, lumber or other products of this property over land now owned by the Grantors. The road from Bar Creek Road onto the Hinkle tract was constructed by the County, has been in use for approximately 25 years and all of Grantors rights, privilege and uses of said road are conveyed herewith. This roadway was given by the Hinkle heirs across their property prior to said construction	
	<ul> <li>more particularly described as follows:</li> <li>Lying and being on Bar Creek in Clay County, Kentucky: All the land on the Southeast side of the Bar Creek road, conveyed to Baxter Bledsoe by Winchester Bank as Committee, et al., this tract is known as the John Hinkle tract of land. The mineral right is reserved by the Winchester Bank as Committee, et al., is not transferred and reserved according to said deed.</li> <li>A small tract adjacent to the graveyard is reserved and not hereby transferred as a tract land kept for future graveyard development. Se reserved tract is adjacent to and continues with said graveyard and may be more particularly described as follows:</li> <li>BEGINNING at a corner in the Stanley Bowling line (now Madden-Roberts line) marked by a Black Walnut with two blazes and two paint rings and turning 90% and running toward and parallel with the existing cemetery line to a forked Sassafras marked with two blazes and two painted rings in the edge of the road and on with the cemetery line to a White Oak marked with two blazes and two painted rings and thence turning toward the cemetery and running to the cemetery line and back with the cemetery line to the edge of the road and thence to the Black Walnut.</li> <li>To be all of the property he owns on the Bar Creek Road.</li> <li>Grantors, their successors and assigns hereby waive any and all wheelage rights, royalties or fees should future development of this land require the Grantees, their heirs, successors or assigns, to transport minerals, lumber or other products of this property over land now owned by the Grantors. The road from Bar Creek Road onto the Hinkle tract was constructed by the County, has been in use for approximately 25 years and all of Grantors rights, privilege and uses of said road are conveyed herewith. This roadway was piven by the Hinkle heirs across their property prior to said construction.</li> </ul>

# EXHIBIT "B"

# **Description of Leased Property**

An approximately 75' x 75' 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:

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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.



Prepared by: _____ Todd R. Briggs Attorney at Law 17300 Polo Fields Lane Louisville, KY 40245

#### MEMORANDUM OF LEASE

Dated of

Option and Lease Agreement (LEASE):

Description of Property:

4_____, 2005.

See Exhibit "A" attached hereto and incorporated herein by reference.

Five (5) year initial term, with four (4) additional option terms of five (5) years each, for a total of twenty-five (25) years; including extensions and renewals, if any.

Term:

Commencement Date:

The purpose of this Memorandum of Lease is to give record of the LEASE and of the rights created thereby and to modify the legal description of the subject Property to be as shown on "Exhibit A", attached hereto and incorporated herein by reference, all of which are hereto and incorporated into this Memorandum of Lease by reference; and LANDLORD hereby leases said Property to TENANT under the terms of the said LEASE. LANDLORD further grants and conveys unto LANDLORD, its successors and assigns, for the term of the LEASE, the easements described in Exhibit "A", as provided under the LEASE.

The sale of all or any part of the real property of LANDLORD contiguous to, surrounding, or in the vicinity of the Property described in Exhibit A shall be subject to the said LEASE. TENANT has the right of first refusal to purchase the Property described in Exhibit "A", or any part thereof, pursuant to the terms set forth in the said LEASE.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

LANDLORD: Himmen LANDLORD: Rebecce Herron

Hiram Henson

Rebecca Henson

DATE: 3/4/05

### COMMONWEALTH OF KENTUCKY

COUNTY OF

The foregoing instrument was subscribed to and acknowledged before me by  $\sqrt{440m \sqrt{7}}$  becch / let set on this _____ day of  $\sqrt{7}$  Mt _____, 2005.

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

Notary Public My Commission Expires: June 30, 2008

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

BY: William Plantz

**TITLE:** Executive Director

DATE:

### STATE OF TENNESSEE

#### COUNTY OF WILLIAMSON

Before me, Mary Lee Killer, notary public of the State and County aforesaid, personally appeared William Plantz, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath, acknowledged himself to be Executive Director for New Cingular Wireless PCS, LLC, the within named bargainor, a Delaware limited liability company d/b/a Cingular Wireless, and that he as such Executive Director, executed the foregoing instrument for the purpose therein contained, and signed the name of the corporation by himself as Executive Director.

Witness my hand and seal, at office in Stendarton day of Abcation), this 2005. Notary Public My Commission Expires:
#### Exhibit A

#### being more particularly described as follows:

Lying and being on Bar Creek in Clay County, Kentucky: All the land on the Southeast side of the Bar Creek road, conveyed to Baxter Bledsoe by Winchester Bank as Committee, et al., this tract is known as the John Hinkle tract of land. The mineral right is reserved by the Winchester Bank as Committee, et al., is not transferred and reserved according to said deed.

A small tract adjacent to the graveyard is reserved and not hereby transferred as a tract of land kept for future graveyard development. Said

reserved tract is adjacent to and continues with said graveyard and may be more particularly described as follows:

BEGINNING at a corner in the Stanley Bowling line (now Madden-Roberts line) marked by a Black Walnut with two blazes and two paint rings and turning 90% and running toward and parallel with the existing cemetery line to a forked Sassafras marked with two blazes and two painted rings in the edge of the road and on with the cemetery line to a White Oak marked with two blazes and two painted rings and thence turning toward the cemetery and running to the cemetery line and back with the cemetery line to the edge of the road and thence to the Black Walnut.

To be all of the property he owns on the Bar Creek Road.

Grantors, their successors and assigns hereby waive any and all wheelage rights, royalties or fees should future development of this land require the Grantees, their heirs, successors or assigns, to transport minerals, lumber or other products of this property over land now owned by the Grantors. The road from Bar Creek Road onto the Hinkle tract was constructed by the County, has been in use for approximately 25 years and all of Grantors rights, privilege and uses of said road are conveyed herewith. This roadway was given by the Hinkle heirs across their property prior to said construction

# EXHIBIT K NOTIFICATION LISTING

#### **HECTOR LANDOWNER NOTICE LISTING**

Kentucky Dept. of Fish & Wildlife Bert T. Combs Lake Frankfort, KY 40601

Donald D. & R.D. House 4609 West Laurel Road London, KY 40741

Roger Bowling P.O. Box 287 Garrard, KY 40941

Hiram & Rebecca Henson P.O. Box 35 Garrard, KY 40941

U.S. Forestry Service Star Route Box 1 Big Creek, KY 40914

William Hinkle Heirs Rt. 3 Box 210 Manchester, KY 40962

Dillard & Linda Smallwood 192 Gum Gap Road Manchester, KY 40962

Vernon Smith c/o Taylor Smith P.O. Box 25 Garrard, KY 40941

Arthur & Sharlene Bowling 3326 Hwy 149 Manchester, KY 40962

Cemetery - Bowling & Smith Manchester, KY 40962

Jerry & Selenia Sizemore P.O. Box 28 Garrard, KY 40941 EXHIBIT L COPY OF PROPERTY OWNER NOTIFICATION



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

# Notice of Proposed Construction of Wireless Communications Facility

### **Cingular Site Name: Hector**

Dear Landowner:

New Cingular Wireless PCS, LLC has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at Bear Creek Road, Hector, Clay County, Kentucky 40941 (37°09'01.055" North latitude, 83°41'03.667" West longitude). The proposed facility will include a 300-foot tall antenna tower, plus related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

This notice is being sent to you because the Clay County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site <u>or</u> contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2005-00382 in any correspondence sent in connection with this matter.

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

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

enclosure

# PROPOSED WIRELESS TELECOMMUNICATIONS FACILITY

# **CINGUALR SITE NAME: HECTOR**



- From the Clay County seat in Manchester, take US 421 South for approximately 4.21 miles to SR 149 (Bear Creek Road). Turn left onto Bear Creek Road and travel 5.21 miles to Sizemore Cemetery Road. Turn right and follow to the site on the left.
- Prepared by: Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. Toll free: 800-516-4293.

EXHIBIT M COPY OF COUNTY JUDGE/EXECUTIVE NOTICE



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

September 23, 2005

#### VIA CERTIFIED MAIL

Hon. James G. Garrison Clay County Judge Executive 102 Richmond Road Manchester, KY 40962

RE: Notice of Proposal to Construct Wireless Communications Facility Kentucky Public Service Commission Docket No. 2005-00382 Site Name: Hector

Dear Judge Garrison:

New Cingular Wireless PCS, LLC has filed an application with the Kentucky Public Service Commission (the "PSC") to construct a new wireless communications facility at Bear Creek Road, Hector, Clay County, Kentucky 40941 (37°09'01.055" North latitude, 83°41'03.667" West longitude). The proposed facility will include a 300-foot tall antenna tower, plus related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2005-00382 in any correspondence sent in connection with this matter.

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

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

Sincerely,

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

Enclosure

# PROPOSED WIRELESS TELECOMMUNICATIONS FACILITY

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# EXHIBIT N COPY OF POSTED NOTICES

# **NOTICE SIGNS**

## **CINGULAR SITE NAME: HECTOR**

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

New Cingular Wireless PCS, LLC, proposes to construct a telecommunications **tower** on this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2005-00382 in your correspondence.

New Cingular Wireless PCS, LLC proposes to construct a telecommunications **tower** near this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165 (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2005-00382 in your correspondence.

EXHIBIT O COPY OF RADIO FREQUENCY DESIGN SEARCH AREA



#### David R. Czarnecki

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

September 19, 2005

To Whom It May Concern:

Dear Sir or Madam:

The search area for the proposed Cingular Wireless site called Hector was laid out to allow a site built within it to be able to provide the necessary GSM coverage along the Hal Rogers Pkwy (AKA Daniel Boone Pkwy) between the Manchester and Peabody central Clay County. Any site built within the search area must be constructed so as to satisfy the minimum engineering specifications for that project. Therefore, a site built to those specifications, within the search area, will be able to satisfy the coverage objective in the area of concern.

David R. Cyamedin

David R. Czarnecki RF Design Engineer





David R. Czarnecki

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

September 19, 2005

To Whom It May Concern:

Dear Sir or Madam:

The proposed Cingular Wireless site called Hector, to be located in Clay County, KY at Latitude 37-09-01.055 North, Longitude 083-41-03,667 West, is needed to provide GSM coverage along the Hal Rogers Pkwy (AKA Daniel Boone Pkwy) between Manchester and Peabody in central Clay County.

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

David R. Czarnecki

**RF** Design Engineer