

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

MAR 01 2006

PUBLIC SERVICE
COMMISSION

In the Matter of:

APPLICATION OF NEXTEL WIP LEASE CORP.)
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY TO)
CONSTRUCT A WIRELESS COMMUNICATIONS)
FACILITY AT 2 MANNING ROAD, STANTON,) CASE NO. 2006-00010
POWELL COUNTY, KENTUCKY 40380)

SITE NAME: STANTON (KY150P)

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

Nextel WIP Lease Corp. ("Applicant"), by counsel, pursuant to (i) KRS §§ 278.020, 278.040, 278.665 and the rules and regulations applicable thereto, and (ii) the Telecommunications Act of 1996 respectfully submits this Application requesting the issuance of a Certificate of Public Convenience and Necessity ("CPCN") from the Kentucky Public Service Commission ("PSC") to construct, maintain and operate a Wireless Communications Facility ("WCF") to serve the customers of the Applicant with wireless telecommunication services. In support of this Application, Applicant respectfully provides and states the following:

1. The complete name and address of the Applicant is: Nextel WIP Lease Corp., 4500 Carillon Point, Kirkland, WA 98033, having a local address of 13405 Eastpoint Centre Drive, Suite 100, Anchorage, Kentucky 40223.

2. Applicant is a Delaware corporation and a copy of its Articles of Incorporation was previously filed with the PSC under case number 2005-00004. A copy of the Certificate of Authorization to transact business in the Commonwealth of Kentucky is attached as **Exhibit A**.

3. Applicant proposes construction of an antenna tower in Powell County, Kentucky, which is outside the jurisdiction of a planning commission and Applicant submits the Application to the PSC for a CPCN pursuant to KRS §§ 278.020(1), 278.650, and 278.665.

4. The public convenience and necessity require the construction of the proposed WCF. The construction of the WCF will bring or improve the Applicant's services to an area currently not served or not adequately served by the Applicant by enhancing coverage and/or capacity and thereby increasing the public's access to wireless telecommunication services. The WCF is an integral link in the Applicant's network design that must be in place to provide adequate coverage to the service area.

5. To address the above-described service needs, Applicant proposes to construct a WCF at 2 Manning Road, Stanton, Kentucky 40380 (37° 50' 19.10" North Latitude, 83° 45' 13.65" West Longitude (NAD 83)), in an area entirely within Powell County. The property in which the WCF will be located is currently owned by Paul Wells and Judith C. Wells, his wife, pursuant to that Deed of record in Deed Book 149, Page 230 in the Office of the Powell County Clerk. The proposed WCF will consist of a 250-foot tall self-supporting tower with an approximately 7-foot tall lightning arrestor attached to the top of the tower for a total height of 257 feet. The WCF will also include concrete foundations to accommodate the placement of a prefabricated equipment shelter. The WCF compound will be fenced and all access gates(s) will be secured. A detailed site development plan and survey, signed and sealed by a professional land surveyor registered in Kentucky is attached as **Exhibit B**.

6. A detailed description of the manner in which the WCF will be constructed is included in the site plan and a vertical tower profile signed and sealed by a professional engineer registered in Kentucky is attached as **Exhibit C**. Foundation design plans and a description of the standards according to

which the tower was designed which have been signed and sealed by a professional engineer registered in Kentucky are attached as **Exhibit D**.

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

8. The Federal Aviation Administration Notice of Proposed Construction or Alteration was filed by the Applicant on October 27, 2005 and the Determination of No Hazard to Air Navigation was issued by the FAA on November 21, 2005. Both documents are attached as **Exhibit F**. The Kentucky Airport Zoning Commission Application for Permit to Construct or Alter a Structure was filed by the Applicant on November 23, 2005 and the Approval of Application was issued on January 17, 2006. Both documents are attached as **Exhibit F**.

9. The WCF has been registered with the Federal Communications Commission pursuant to applicable federal requirements. A copy of the registration is attached as **Exhibit G**. Appropriate FCC required signage will be posted on the site.

10. A geotechnical engineering report was performed at the WCF site by Smith Management Group, of Louisville, Kentucky, dated December 2005 and is attached as **Exhibit D**. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who prepared the report is included as part of the exhibit.

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

12. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced. Project Manager for the site is Adam Howe, of Nextel Partners, Inc.

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

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

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

16. Pursuant to 807 KAR 5:063, Applicant affirms that two notice signs measuring at least two feet by four feet in size with all required language in

letters of required height have been posted in a visible location on the proposed site and on the nearest road. A copy of the sign is attached as **Exhibit K**. Such signs shall remain posted for at least two weeks after filing the Application. Notice of the proposed construction has been posted in a newspaper of general circulation in the county in which the construction is proposed (The Clay City Times).

17. The site of the proposed WCF is located in a relatively undeveloped area near Stanton, Kentucky.

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

19. A map of the area in which the proposed WCF is located, that is drawn to scale and that clearly depicts the search area in which a site should, pursuant to radio frequency requirements, be located is attached as **Exhibit L**. A map that is drawn to scale, that shows the location of all existing antenna towers and general position of proposed construction sites for new antenna towers is attached as **Exhibit E**.

20. No reasonably available telecommunications tower, or other suitable structure capable of supporting the Applicant's facilities which would provide adequate service to the area exists.

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

Todd R. Briggs
Briggs Law Office, PSC
17300 Polo Fields Lane
Louisville, KY 40245
(502) 254-9756
briggslo@bellsouth.net

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

Respectfully submitted,



Todd R. Briggs
Briggs Law Office, PSC
17300 Polo Fields Lane
Louisville, KY 40245
Telephone 502-254-9756
Attorney for Nextel WIP Lease Corp.

EXHIBIT A

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,

NEXTEL WIP LEASE CORP.

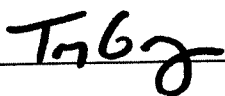
, a corporation organized under the laws of the state of Delaware, is authorized to transact business in the Commonwealth of Kentucky, and received the authority to transact business in Kentucky on August 27, 1999.

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 271B.16-220 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 8th day of February, 2006.

Certificate Number: 26704





Trey Grayson
Secretary of State
Commonwealth of Kentucky
26704/0479468

EXHIBIT B

EXHIBIT C

EXHIBIT D



Structural Design Report
250' S3TL (29 Family) Self-Supporting Tower
located at: Stanton, KY

prepared for: NEXTEL PARTNERS INC
by: Sabre Communications Corporation™

Job Number: 06-02137

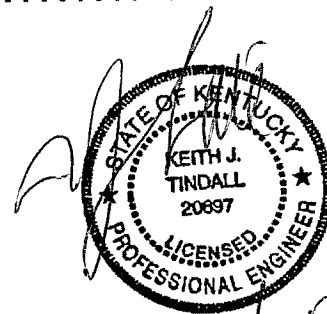
February 15, 2006

Tower Profile.....	1
Foundation Design Summary.....	2
Maximum Leg Loads.....	3
Maximum Diagonal Loads.....	4
Maximum Horizontal Loads.....	5
Maximum Foundation Loads.....	6
Calculations.....	A1-A9

Prepared by REB

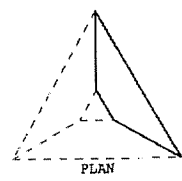
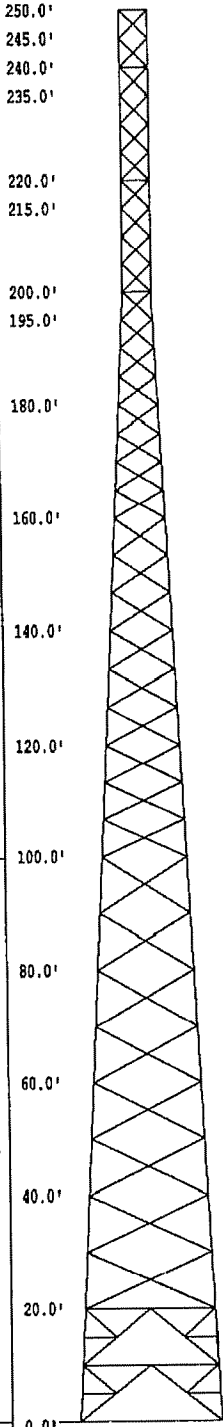
Checked by JAV

Approved by KJT



2/15/06

Leg	50 ksi	8.6250"x0.3220" PIPE		A		5.5625"x0.3750" PIPE		B		C		D		E		F	
Diagonal	36 ksi	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V
Horizontal	36 ksi	J															
Brace	36 ksi	K															
Sub Diagonal	36 ksi	G															
Sub Horizontal	36 ksi	G															
Brace Bolts	A325X	(2) 5/8"	(1) 3/4"	(1) 5/8"													
Face Width	25.0'	10 @ 10.0'		9 @ 6.7'		18 @ 5.0'											



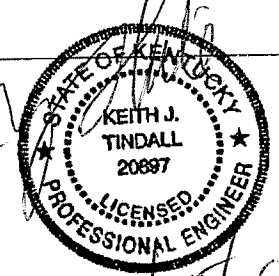
- NOTES:**
- The tower model is S3TL (29 Family).
 - Transmission lines are to be attached to standard 6-over-6 waveguide ladders.
 - Azimuths are relative (not based on true north).
 - Foundation loads shown are maximums.
 - (3) 1 1/2" dia. A572 anchor bolts per leg. Minimum 48.5" embedment from top of concrete to top of nut.
 - All unequal angles are oriented with the short leg vertical.

ANTENNA LIST

NO	ELEV	ANTENNA	TX-LINE
1	255'	(1) Extendible Lightning Rod	
2	250'	(12) 8' x 1' x 3in + 3T-Boom	(12) 1 5/8
3	240'	(12) 8' x 1' x 3in + 3T-Boom	(12) 1 5/8
4	230'	(12) 8' x 1' x 3in + 3T-Boom	(12) 1 5/8
5	220'	(12) 8' x 1' x 3in + 3T-Boom	(12) 1 5/8

MATERIAL LIST

NO	TYPE
A	6.6250"x0.4320" PIPE
B	4.5000"x0.5310" PIPE
C	4.5000"x0.4380" PIPE
D	4.5000"x0.3370" PIPE
E	4.0000"x0.3180" PIPE
F	2.8750"x0.2030" PIPE
G	L 3"x3"x1/4"
H	L 3-1/2"x4"x1/4"
I	L 3-1/2"x3-1/2"x1/4"
J	L 3"x3-1/2"x1/4"
K	L 3"x3"x3/16"
L	L 2-1/2"x2-1/2"x3/16"
M	L 2"x2"x3/16"
N	L 1-3/4"x1-3/4"x3/16"
O	L 1-3/4"x1-3/4"x1/4"



TOTAL FOUNDATION LOADS	INDIVIDUAL FOOTING LOADS
H=38.83k	H=24.17k
V=91.02k	V=285.34k
M=5774.27k-ft	U=-234.02k
T=-0.00k-ft	

Sabre Communications Corporation

2101 Murray Street (P.O. Box 658), Sioux City, Iowa 51102-0658

Phone: (712) 258-6690 Fax: (712) 258-8250

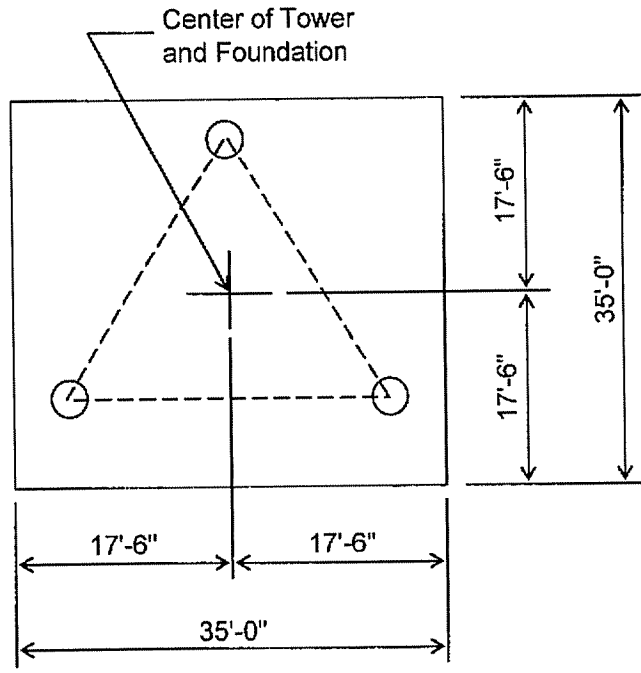
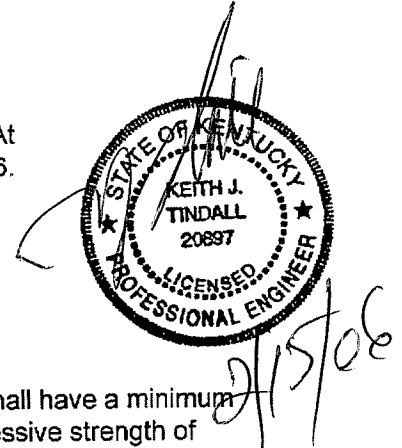
Client: NEXTEL PARTNERS INC Job No: 06-02137 Date: 15 feb 2006

Location: Stanton, KY Total Height: 250.00' Tower Height: 250.00'

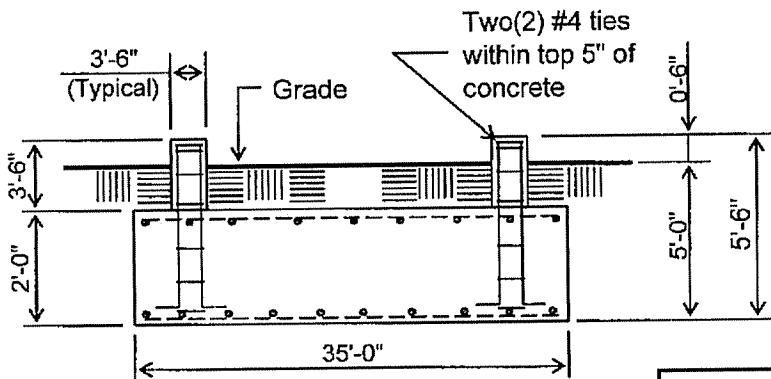
Standard: TIA/EIA 222-F-1996 Design Wind & Ice: 70 mph + 0.5" ice

Customer: NEXTEL PARTNERS INC
Site: Stanton, KY

250 ft. Model S3TL (29 Family) Self Supporting Tower At
70 mph Wind + 0.5 in. Ice per ANSI/TIA/EIA-222-F-1996.
Antenna Loading per Page 1



PLAN VIEW



ELEVATION VIEW

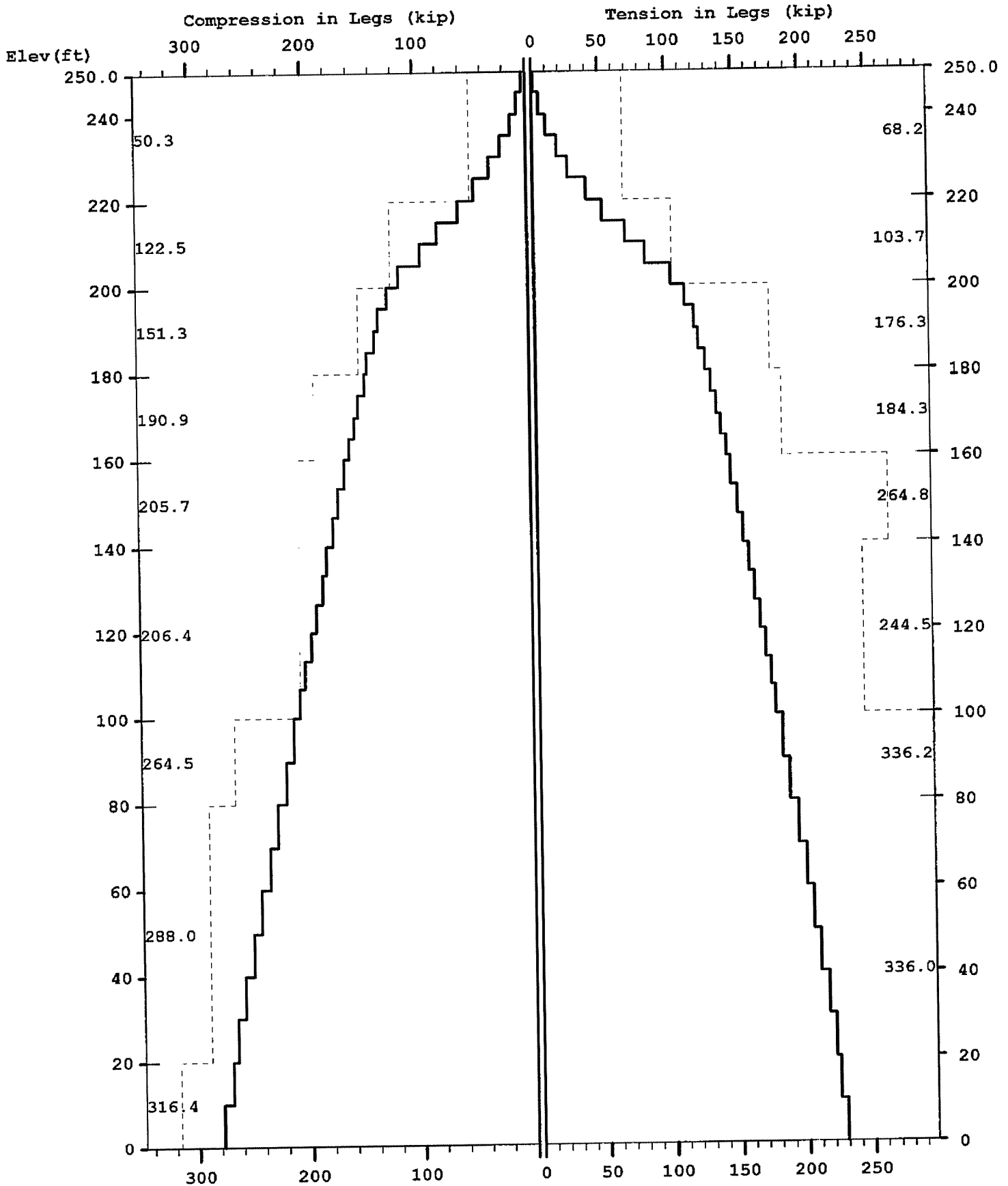
(94.48 Cu. Yds.)
(1 REQUIRED)

Notes:

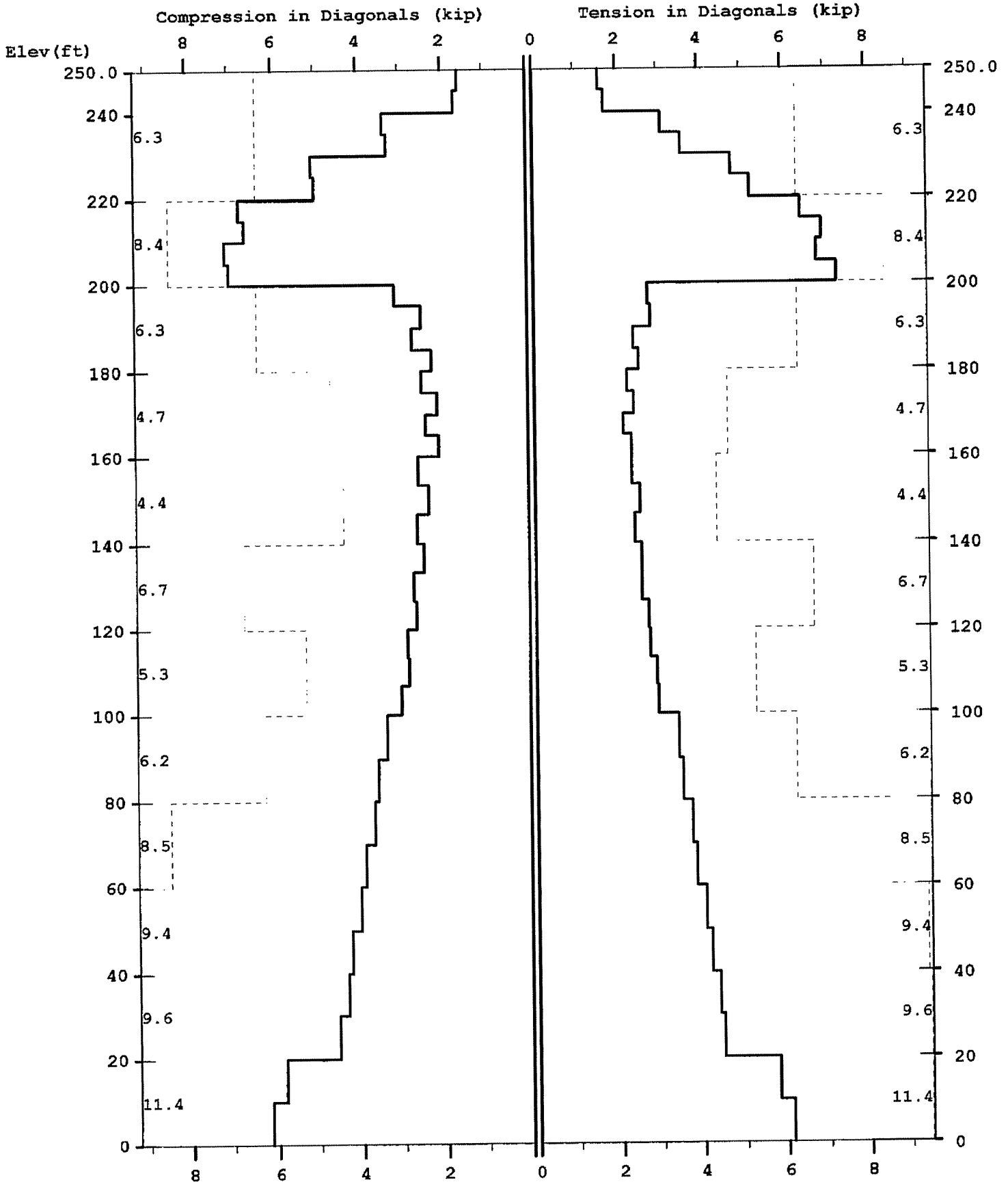
- 1). Concrete shall have a minimum 28-day compressive strength of 3000 PSI, in accordance with ACI 318-02.
- 2). Rebar to conform to ASTM specification A615 Grade 60.
- 3). All rebar to have a minimum of 3" concrete cover.
- 4). All exposed concrete corners to be chamfered 3/4".
- 5). The foundation design is based on the geotechnical report by Smith Management Group project no. 2005-3845, dated: 12-7-05
- 6). See the geotechnical report for compaction requirements, if specified.

Rebar Schedule per Mat and per Pier	
Pier	(12) #7 vertical rebar w/hooks at bottom w/#4 Rebar ties, two (2) within top 5" of pier then 12" C/C
Mat	(56) #9 horizontal rebar evenly spaced each way top and bottom. (224 total)

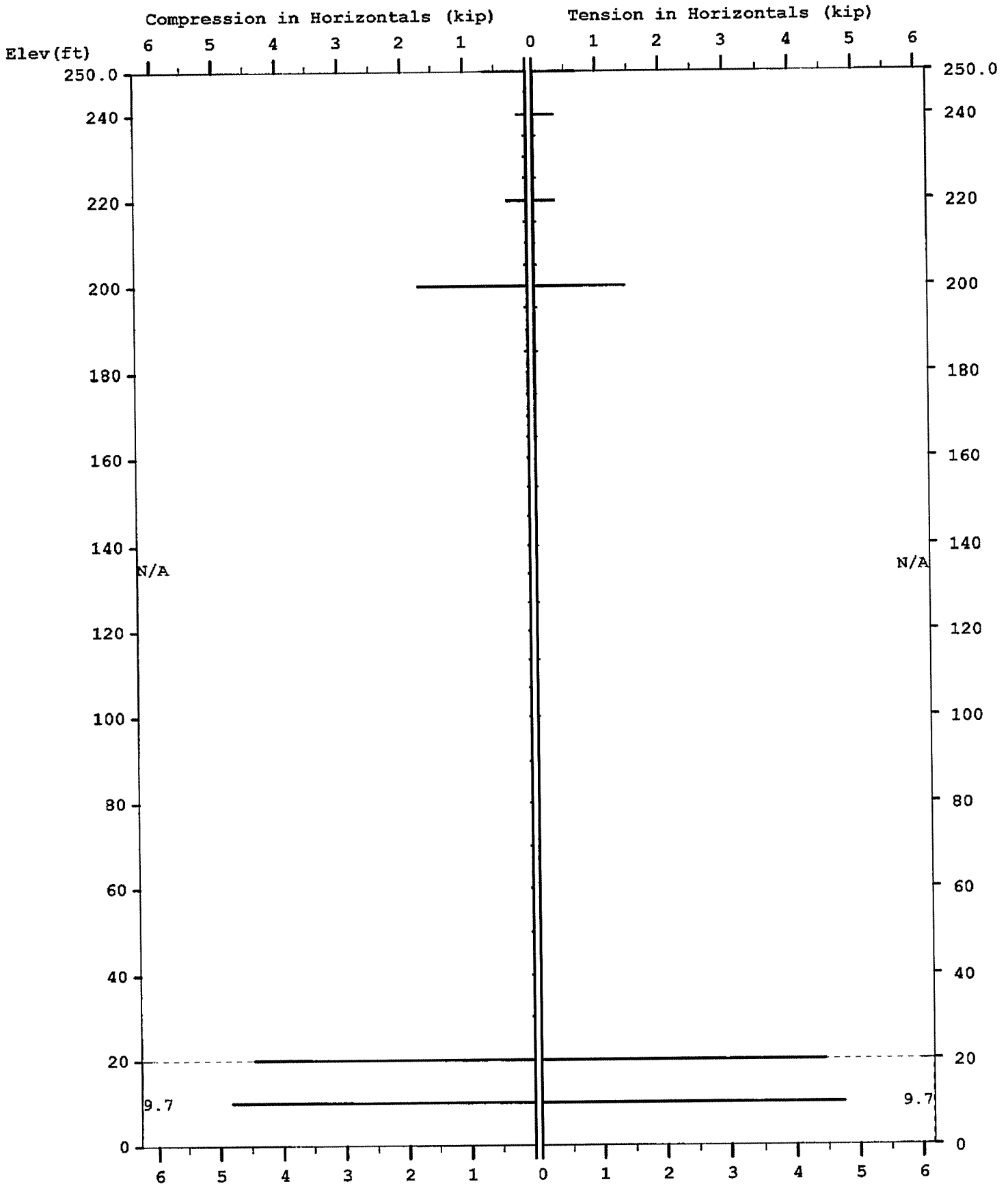
250' S3TL NEXTEL PARTNERS INC Stanton KY (06-02137) REBEACOM
 Maximum



250' S3TL NEXTEL PARTNERS INC Stanton KY (06-02137) REBEACOM
Maximum

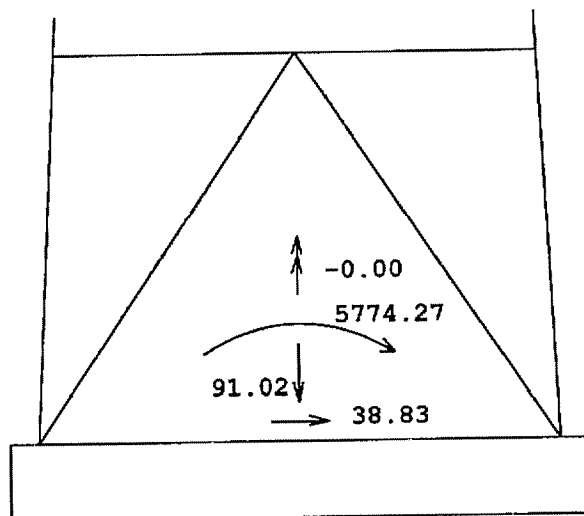


250' S3TL NEXTEL PARTNERS INC Stanton KY (06-02137) REBEACOM
Maximum

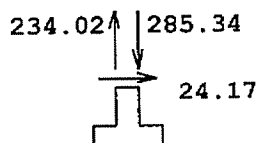
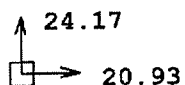


250' S3TL NEXTEL PARTNERS INC Stanton KY (06-02137) REBEACOM
Maximum

TOTAL FOUNDATION LOADS (kip, ft-kip)



INDIVIDUAL FOOTING LOADS (kip)



MAST - Latticed Tower Analysis (Unguyed) (c)1997 Guymast Inc. 416-736-7453
 Processed under license at:

Sabre Communications Corporation on: 15 feb 2006 at: 10:27:59

250' S3TL NEXTEL PARTNERS INC Stanton KY (06-02137) REBEACOM

MAST GEOMETRY (ft)

PANEL TYPE	NO.OF LEGS	ELEV.AT BOTTOM	ELEV.AT TOP	F.W..AT BOTTOM	F.W..AT TOP	TYPICAL PANEL HEIGHT
X	3	240.00	250.00	5.00	5.00	5.00
X	3	220.00	240.00	5.00	5.00	5.00
X	3	200.00	220.00	5.00	5.00	5.00
X	3	180.00	200.00	7.00	5.00	5.00
X	3	160.00	180.00	9.00	7.00	5.00
X	3	140.00	160.00	11.00	9.00	6.67
X	3	120.00	140.00	13.00	11.00	6.67
X	3	100.00	120.00	15.00	13.00	6.67
X	3	80.00	100.00	17.00	15.00	10.00
X	3	60.00	80.00	19.00	17.00	10.00
X	3	40.00	60.00	21.00	19.00	10.00
X	3	20.00	40.00	23.00	21.00	10.00
A	3	0.00	20.00	25.00	23.00	10.00

MEMBER PROPERTIES

MEMBER TYPE	BOTTOM ELEV ft	TOP ELEV ft	X-SECTN AREA in.sq	RADIUS OF GYRAT in	ELASTIC MODULUS ksi	THERMAL EXPANSN /deg
LE	220.00	250.00	1.704	0.000	29000.	0.0000000
LE	200.00	220.00	3.678	0.000	29000.	0.0000000
LE	180.00	200.00	4.407	0.000	29000.	0.0000000
LE	160.00	180.00	5.589	0.000	29000.	0.0000000
LE	140.00	160.00	6.621	0.000	29000.	0.0000000
LE	100.00	140.00	6.111	0.000	29000.	0.0000000
LE	80.00	100.00	8.405	0.000	29000.	0.0000000
LE	0.00	80.00	8.399	0.000	29000.	0.0000000
DI	220.00	250.00	0.621	0.000	29000.	0.0000000
DI	200.00	220.00	0.812	0.000	29000.	0.0000000
DI	160.00	200.00	0.621	0.000	29000.	0.0000000
DI	140.00	160.00	0.715	0.000	29000.	0.0000000
DI	100.00	140.00	0.902	0.000	29000.	0.0000000
DI	80.00	100.00	1.090	0.000	29000.	0.0000000
DI	60.00	80.00	1.562	0.000	29000.	0.0000000
DI	40.00	60.00	1.687	0.000	29000.	0.0000000
DI	20.00	40.00	1.812	0.000	29000.	0.0000000
DI	0.00	20.00	1.437	0.000	29000.	0.0000000
HO	245.00	250.00	0.621	0.000	29000.	0.0000000
HO	235.00	240.00	0.621	0.000	29000.	0.0000000
HO	215.00	220.00	0.812	0.000	29000.	0.0000000
HO	195.00	200.00	0.621	0.000	29000.	0.0000000
HO	0.00	20.00	1.562	0.000	29000.	0.0000000
BR	0.00	20.00	1.090	0.000	29000.	0.0000000

* 12 wind directions were analyzed, with & without ice. Only two conditions are shown in full.

LOADING CONDITION A

70 MPH + NO ICE WIND AZ 0 DEGREES

MAST LOADING

LOAD TYPE	ELEV ft	APPLY.. RADIUS ft	LOAD..AT AZI	LOAD AZIFORCES.....	MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	255.0	0.00	0.0	0.0	0.15	0.17	0.00	0.00
C	250.0	0.00	0.0	0.0	2.88	2.76	0.00	0.00
C	240.0	0.00	0.0	0.0	2.84	2.76	0.00	0.00
C	230.0	0.00	0.0	0.0	2.81	2.76	0.00	0.00
C	220.0	0.00	0.0	0.0	2.77	2.76	0.00	0.00
D	250.0	0.00	0.0	0.0	0.08	0.06	0.00	0.00
D	245.0	0.00	0.0	0.0	0.08	0.06	0.00	0.00
D	245.0	0.00	0.0	0.0	0.07	0.05	0.00	0.00
D	240.0	0.00	0.0	0.0	0.07	0.05	0.00	0.00
D	240.0	0.00	0.0	0.0	0.08	0.08	0.00	0.00
D	235.0	0.00	0.0	0.0	0.08	0.08	0.00	0.00
D	235.0	0.00	0.0	0.0	0.07	0.07	0.00	0.00
D	230.0	0.00	0.0	0.0	0.07	0.07	0.00	0.00
D	230.0	0.00	0.0	0.0	0.07	0.09	0.00	0.00
D	220.0	0.00	0.0	0.0	0.07	0.09	0.00	0.00
D	220.0	0.00	0.0	0.0	0.08	0.14	0.00	0.00
D	215.0	0.00	0.0	0.0	0.08	0.14	0.00	0.00
D	215.0	0.00	0.0	0.0	0.08	0.13	0.00	0.00
D	200.0	0.00	0.0	0.0	0.08	0.13	0.00	0.00
D	200.0	0.00	0.0	0.0	0.08	0.14	0.00	0.00
D	195.0	0.00	0.0	0.0	0.08	0.14	0.00	0.00
D	195.0	0.00	0.0	0.0	0.08	0.13	0.00	0.00
D	180.0	0.00	0.0	0.0	0.08	0.13	0.00	0.00
D	180.0	0.00	0.0	0.0	0.09	0.15	0.00	0.00
D	160.0	0.00	0.0	0.0	0.09	0.15	0.00	0.00
D	160.0	0.00	0.0	0.0	0.09	0.16	0.00	0.00
D	140.0	0.00	0.0	0.0	0.09	0.16	0.00	0.00
D	140.0	0.00	0.0	0.0	0.10	0.17	0.00	0.00
D	120.0	0.00	0.0	0.0	0.10	0.17	0.00	0.00
D	120.0	0.00	0.0	0.0	0.10	0.17	0.00	0.00
D	100.0	0.00	0.0	0.0	0.11	0.18	0.00	0.00
D	100.0	0.00	0.0	0.0	0.10	0.19	0.00	0.00
D	80.0	0.00	0.0	0.0	0.10	0.20	0.00	0.00
D	80.0	0.00	0.0	0.0	0.11	0.22	0.00	0.00
D	60.0	0.00	0.0	0.0	0.11	0.22	0.00	0.00
D	60.0	0.00	0.0	0.0	0.11	0.23	0.00	0.00
D	40.0	0.00	0.0	0.0	0.11	0.23	0.00	0.00
D	40.0	0.00	0.0	0.0	0.10	0.24	0.00	0.00
D	20.0	0.00	0.0	0.0	0.10	0.25	0.00	0.00
D	20.0	0.00	0.0	0.0	0.15	0.31	0.00	0.00
D	0.0	0.00	0.0	0.0	0.15	0.32	0.00	0.00

LOADING CONDITION M

60.63 MPH + 0.5 ICE WIND AZ 0 DEGREES

MAST LOADING

LOAD TYPE	ELEV ft	APPLY.. RADIUS ft	LOAD.. AZI	AT AZIFORCES.....	MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	255.0	0.00	0.0	0.0	0.15	0.23	0.00	0.00
C	250.0	0.00	0.0	0.0	2.40	3.48	0.00	0.00
C	240.0	0.00	0.0	0.0	2.37	3.48	0.00	0.00
C	230.0	0.00	0.0	0.0	2.34	3.48	0.00	0.00
C	220.0	0.00	0.0	0.0	2.31	3.48	0.00	0.00
D	250.0	0.00	0.0	0.0	0.08	0.11	0.00	0.00
D	245.0	0.00	0.0	0.0	0.08	0.11	0.00	0.00
D	245.0	0.00	0.0	0.0	0.07	0.10	0.00	0.00
D	240.0	0.00	0.0	0.0	0.07	0.10	0.00	0.00
D	240.0	0.00	0.0	0.0	0.08	0.15	0.00	0.00
D	235.0	0.00	0.0	0.0	0.08	0.15	0.00	0.00
D	235.0	0.00	0.0	0.0	0.07	0.14	0.00	0.00
D	230.0	0.00	0.0	0.0	0.07	0.14	0.00	0.00
D	230.0	0.00	0.0	0.0	0.07	0.18	0.00	0.00
D	220.0	0.00	0.0	0.0	0.07	0.18	0.00	0.00
D	220.0	0.00	0.0	0.0	0.08	0.26	0.00	0.00
D	215.0	0.00	0.0	0.0	0.08	0.26	0.00	0.00
D	215.0	0.00	0.0	0.0	0.07	0.24	0.00	0.00
D	200.0	0.00	0.0	0.0	0.07	0.24	0.00	0.00
D	200.0	0.00	0.0	0.0	0.08	0.26	0.00	0.00
D	195.0	0.00	0.0	0.0	0.08	0.26	0.00	0.00
D	195.0	0.00	0.0	0.0	0.08	0.25	0.00	0.00
D	180.0	0.00	0.0	0.0	0.08	0.25	0.00	0.00
D	180.0	0.00	0.0	0.0	0.08	0.26	0.00	0.00
D	160.0	0.00	0.0	0.0	0.08	0.27	0.00	0.00
D	160.0	0.00	0.0	0.0	0.09	0.28	0.00	0.00
D	140.0	0.00	0.0	0.0	0.09	0.28	0.00	0.00
D	140.0	0.00	0.0	0.0	0.09	0.29	0.00	0.00
D	120.0	0.00	0.0	0.0	0.10	0.30	0.00	0.00
D	120.0	0.00	0.0	0.0	0.10	0.30	0.00	0.00
D	100.0	0.00	0.0	0.0	0.10	0.31	0.00	0.00
D	100.0	0.00	0.0	0.0	0.10	0.33	0.00	0.00
D	80.0	0.00	0.0	0.0	0.10	0.33	0.00	0.00
D	80.0	0.00	0.0	0.0	0.10	0.36	0.00	0.00
D	60.0	0.00	0.0	0.0	0.10	0.36	0.00	0.00
D	60.0	0.00	0.0	0.0	0.10	0.38	0.00	0.00
D	40.0	0.00	0.0	0.0	0.10	0.38	0.00	0.00
D	40.0	0.00	0.0	0.0	0.09	0.39	0.00	0.00
D	20.0	0.00	0.0	0.0	0.09	0.40	0.00	0.00
D	20.0	0.00	0.0	0.0	0.13	0.51	0.00	0.00
D	0.0	0.00	0.0	0.0	0.14	0.52	0.00	0.00

MAXIMUM MAST DISPLACEMENTS:

ELEV ft	-----DEFLECTIONS (ft)-----			--TILTS (DEG)--		TWIST DEG
	NORTH	EAST	DOWN	NORTH	EAST	
250.0	3.626 G	3.529 J	0.051 K	2.040 G	1.996 J	0.000 R

06-02137.txt

245.0	3.447 G	3.354 J	0.048 K	2.036 G	1.992 J	0.000 R
240.0	3.269 G	3.180 J	0.045 W	2.024 G	1.980 J	0.000 R
235.0	3.092 G	3.006 J	0.042 W	2.000 G	1.957 J	0.000 R
230.0	2.920 G	2.838 J	0.040 W	1.958 G	1.916 J	0.000 R
225.0	2.746 G	2.668 J	0.037 W	1.898 G	1.856 J	0.000 A
220.0	2.583 G	2.509 J	0.035 W	1.810 G	1.769 J	0.000 A
215.0	2.424 G	2.353 J	0.033 W	1.757 G	1.717 J	0.000 A
210.0	2.274 G	2.207 J	0.031 W	1.686 G	1.647 J	0.000 A
205.0	2.125 G	2.061 J	0.029 W	1.602 G	1.564 J	0.000 A
200.0	1.989 G	1.928 J	0.027 W	1.499 G	1.463 J	0.000 G
195.0	1.860 G	1.802 J	0.026 W	1.410 G	1.375 J	0.000 G
190.0	1.742 G	1.687 J	0.024 W	1.328 G	1.294 J	0.000 G
185.0	1.627 G	1.575 J	0.023 W	1.246 G	1.213 J	0.000 G
180.0	1.523 G	1.474 J	0.022 W	1.169 G	1.138 J	0.000 G
175.0	1.422 G	1.375 J	0.021 W	1.110 G	1.080 J	0.000 G
170.0	1.328 G	1.284 J	0.020 W	1.054 G	1.025 J	0.000 G
165.0	1.237 G	1.196 J	0.019 W	1.000 G	0.972 J	0.000 G
160.0	1.152 G	1.114 J	0.018 W	0.948 G	0.921 J	0.000 G
153.3	1.043 G	1.008 J	0.017 W	0.890 G	0.864 J	0.000 G
146.7	0.943 G	0.911 J	0.016 W	0.835 G	0.811 J	0.000 G
140.0	0.847 G	0.818 J	0.015 W	0.782 G	0.759 J	0.000 G
133.3	0.760 G	0.733 J	0.014 W	0.726 G	0.704 J	0.000 G
126.7	0.677 G	0.653 J	0.013 W	0.672 G	0.651 J	0.000 G
120.0	0.602 G	0.580 J	0.012 W	0.620 G	0.600 J	0.000 G
113.3	0.531 G	0.511 J	0.012 W	0.568 G	0.550 J	0.000 G
106.7	0.468 G	0.451 J	0.011 S	0.519 G	0.502 J	0.000 G
100.0	0.409 G	0.393 J	0.010 O	0.470 G	0.454 J	0.000 G
90.0	0.331 G	0.318 J	0.009 S	0.418 G	0.404 J	0.000 G
80.0	0.260 G	0.250 J	0.008 S	0.368 G	0.355 J	0.000 D
70.0	0.200 G	0.192 J	0.007 S	0.318 G	0.307 J	0.000 D
60.0	0.147 G	0.141 J	0.006 S	0.270 G	0.261 J	0.000 D
50.0	0.103 G	0.099 J	0.005 S	0.223 G	0.215 J	0.000 D
40.0	0.067 G	0.064 J	0.004 S	0.177 G	0.171 J	0.000 D
30.0	0.037 G	-0.035 D	0.003 M	0.131 G	0.127 J	0.000 D
20.0	0.016 G	-0.015 D	0.002 M	0.087 G	0.084 J	0.000 D
10.0	0.005 G	-0.004 D	0.001 M	0.043 G	0.042 J	0.000 D
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
250.0	-----	-----	0.69 G	0.00 A
245.0	0.97 A	1.59 H	0.01 E	0.00 A
240.0	4.78 A	1.73 H	0.33 K	0.00 A
235.0	9.79 A	3.09 H	0.04 A	0.00 A
230.0	17.90 A	3.57 J	0.02 K	0.00 A
225.0	26.44 I	4.80 J	0.04 E	0.00 A
220.0	39.63 I	5.24 J	0.33 K	0.00 A
215.0	51.53 I	6.45 H	0.05 I	0.00 A
210.0	69.03 I	6.94 H	0.02 K	0.00 A
	84.24 E	6.83 H		

205.0	-----			0.04 I	0.00 A
	102.53 E	7.30 D			
200.0	-----			1.43 G	0.00 A
	112.55 E	2.74 E			
195.0	-----			0.04 I	0.00 A
	119.39 E	2.81 K			
190.0	-----			0.00 G	0.00 A
	122.81 E	2.40 E			
185.0	-----			0.03 A	0.00 A
	128.26 E	2.52 K			
180.0	-----			0.00 G	0.00 A
	131.36 E	2.22 E			
175.0	-----			0.02 A	0.00 A
	135.95 E	2.38 K			
170.0	-----			0.00 I	0.00 A
	138.85 E	2.15 E			
165.0	-----			0.02 A	0.00 A
	142.91 E	2.33 K			
160.0	-----			0.00 E	0.00 A
	146.12 E	2.32 E			
153.3	-----			0.02 A	0.00 A
	150.97 E	2.50 C			
146.7	-----			0.00 E	0.00 A
	154.53 E	2.38 D			
140.0	-----			0.01 A	0.00 A
	158.97 E	2.55 G			
133.3	-----			0.00 E	0.00 A
	162.48 E	2.54 J			
126.7	-----			0.01 A	0.00 A
	166.72 E	2.71 D			
120.0	-----			0.00 E	0.00 A
	170.25 E	2.73 L			
113.3	-----			0.01 I	0.00 A
	174.36 E	2.90 F			
106.7	-----			0.00 Q	0.00 A
	177.90 E	2.94 D			
100.0	-----			0.01 I	0.00 A
	182.85 E	3.42 F			
90.0	-----			0.01 E	0.00 A
	188.13 E	3.50 J			
80.0	-----			0.01 I	0.00 A
	193.93 E	3.72 F			
70.0	-----			0.01 E	0.00 A
	199.19 E	3.83 D			
60.0	-----			0.01 I	0.00 A
	204.88 E	4.05 D			
50.0	-----			0.01 E	0.00 A
	210.15 E	4.17 L			
40.0	-----			0.00 A	0.00 A
	215.77 E	4.37 D			
30.0	-----			0.01 I	0.00 A
	220.99 E	4.47 D			
20.0	-----			4.46 D	0.00 B
	223.26 E	5.80 D			
10.0	-----			4.75 D	0.00 F
	228.48 E	6.13 D			
0.0	-----			0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
250.0	-----	-----	-0.67 E	0.00 A
	-3.02 O	-1.61 H		
245.0	-----	-----	0.00 G	0.00 A
	-7.12 K	-1.71 D		
240.0	-----	-----	-0.14 I	0.00 A
	-13.84 C	-3.39 H		
235.0	-----	-----	-0.03 G	0.00 A
	-23.17 K	-3.29 B		
230.0	-----	-----	-0.02 E	0.00 A
	-33.22 K	-5.07 J		
225.0	-----	-----	-0.03 K	0.00 A
	-47.70 K	-4.98 J		
220.0	-----	-----	-0.31 A	0.00 A
	-61.30 K	-6.75 H		
215.0	-----	-----	-0.04 K	0.00 A
	-80.44 K	-6.65 J		
210.0	-----	-----	-0.02 I	0.00 A
	-95.62 K	-7.12 H		
205.0	-----	-----	-0.04 K	0.00 A
	-115.58 K	-7.02 J		
200.0	-----	-----	-1.74 A	0.00 A
	-125.59 K	-3.13 K		
195.0	-----	-----	-0.04 C	0.00 A
	-133.84 K	-2.49 E		
190.0	-----	-----	0.00 A	0.00 A
	-137.33 K	-2.72 K		
185.0	-----	-----	-0.03 G	0.00 A
	-143.96 K	-2.25 E		
180.0	-----	-----	0.00 A	0.00 A
	-147.33 K	-2.51 K		
175.0	-----	-----	-0.02 G	0.00 A
	-153.01 K	-2.13 E		
170.0	-----	-----	0.00 K	0.00 A
	-156.34 K	-2.42 K		
165.0	-----	-----	-0.01 G	0.00 A
	-161.41 K	-2.09 E		
160.0	-----	-----	0.00 C	0.00 A
	-165.23 K	-2.61 K		
153.3	-----	-----	-0.02 K	0.00 A
	-171.41 K	-2.34 H		
146.7	-----	-----	0.00 G	0.00 A
	-175.79 K	-2.61 C		
140.0	-----	-----	-0.01 K	0.00 A
	-181.53 K	-2.46 J		
133.3	-----	-----	0.00 C	0.00 A
	-185.96 K	-2.72 G		
126.7	-----	-----	-0.01 G	0.00 A
	-191.48 K	-2.65 J		
120.0	-----	-----	0.00 C	0.00 A
	-196.00 K	-2.86 C		
113.3	-----	-----	-0.01 K	0.00 A
	-201.40 K	-2.85 L		
106.7	-----	-----	0.00 G	0.00 A
	-205.99 K	-3.03 C		
100.0	-----	-----	-0.01 K	0.00 A
	-212.60 K	-3.38 L		
90.0	-----	-----	-0.01 G	0.00 A

06-02137.txt

80.0	-219.67 K	-3.59 F	-0.01 K	0.00 A
70.0	-227.61 K	-3.69 L	-0.01 G	0.00 A
60.0	-234.85 K	-3.91 D	-0.01 K	0.00 A
50.0	-242.79 K	-4.03 D	0.00 G	0.00 A
40.0	-250.18 K	-4.24 D	0.00 K	0.00 A
30.0	-258.12 K	-4.35 J	0.00 G	0.00 A
20.0	-265.56 K	-4.54 D	-4.46 J	0.00 G
10.0	-270.10 K	-5.80 D	-4.82 D	0.00 C
0.0	-278.11 K	-6.13 D	0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

LOAD COMPONENTS				TOTAL SHEAR
NORTH	EAST	DOWN	UPLIFT	
24.17 G	20.93 K	285.34 K	-234.02 E	24.17 K

MAXIMUM TOTAL LOADS ON FOUNDATION : (kip & kip-ft)

HORIZONTAL			DOWN	OVERTURNING			TORSION
NORTH	EAST	TOTAL @ 120.0		NORTH	EAST	TOTAL @ 120.0	
38.8 G	-36.8 D	38.8 K	91.0 M	5774.2 G	5546.4 J	5774.3 K	0.0 D

MAT FOUNDATION DESIGN BY SABRE COMMUNICATIONS CORP.

Tower Description 250' S3TL (29 Family)
 Customer NEXTEL PARTNERS INC
 Project Number 06-02137
 Date 2/15/2006
 Engineer REB

Overall Loads:

Moment (ft-kips)	5774.3
Axial (kips)	91.00
Shear (kips)	38.8

Anchor Bolt Count (per leg) 8

Individual Leg Loads:

Uplift (kips)	234.02
Download (kips)	285.34
Shear (kips)	24.17

Width of Tower (ft)	25
Allowable Bearing Pressure (ksf)	2.667
Water Table Below Grade (ft)	9.99
Width of Mat (ft)	35
Thickness of Mat (ft)	2
Depth to Bottom of Slab (ft)	5
Bolt Circle Diameter (in)	20
Top of Concrete to Top of Bottom Threads (in)	48.5
Diameter of Pier (ft)	3.5
Ht. of Pier Above Ground (ft)	0.5
Ht. of Pier Below Ground (ft)	3
Quantity of Bars in Mat	56
Bar Diameter in Mat (in)	1.128
Area of Bars in Mat (in ²)	55.96
Spacing of Bars in Mat (in)	7.51
Quantity of Bars Pier	12
Bar Diameter in Pier (in)	0.875
Tie Bar Diameter in Pier (in)	0.5
Spacing of Ties (in)	12
Area of Bars in Pier (in ²)	7.22
Spacing of Bars in Pier (in)	8.93
f _c (ksi)	3
f _y (ksi)	60
Unit Wt. of Soil (kcf)	0.1
Unit Wt. of Concrete (kcf)	0.15
Load Factor	1.3

Maximum Net Bearing Pressure (ksf) 1.03

Minimum Mat Width (ft) 34.70

Minimum Pier Diameter (ft) 3.17

Equivalent Square b (ft) 3.10

Recommended Spacing (in) 6 to 12

Minimum Pier A_s (in²) 6.93

Recommended Spacing (in) 6 to 12

Two-Way Shear Action:

Average d (in)	19.872
φV _c (kips)	557.6
φV _c = φ(2 + 4/β _c)f _c ^{1/2} b _o d	836.5
φV _c = φ(α _s d/b _o +2)f _c ^{1/2} b _o d	927.7
φV _c = φ4f _c ^{1/2} b _o d	557.6

V_u (kips) 370.9

MAT FOUNDATION DESIGN BY SABRE COMMUNICATIONS CORP. (CONTINUED)

Shear perimeter, b_o (in) 170.78

β_c 1

Stability:

(Resisting M)/1.5 (ft-k) 9636.7

Total Applied M (ft-k) 5987.7

Pier Design:

Design Tensile Strength (kips) 389.7

ϕV_n (kips) 65.0

$\phi V_c = \phi 2(1 + N_u / (500 A_g)) f'_c{}^{1/2} b_w d$ 65.0

V_s (kips) 0.0

Maximum Spacing (in) 11.22

Ultimate Tensile Load (kips) 304.2

V_u (kips) 31.4

*** $V_s \text{ max} = 4 f'_c{}^{1/2} b_w d$ (kips) 309.2

(Only if Shear Ties are Required)

*** Ref. To Spacing Requirements ACI 11.5.4.3

Anchor Bolt Pull-Out:

$\phi P_c = \phi \lambda (2/3) f'_c{}^{1/2} (2.8 A_{\text{SLOPE}} + 4 A_{\text{FLAT}})$ 170.7

Pier Rebar Development Length (in) 38.44

P_u (kips) 304.2

Required Length of Development (in) 37.42

Flexure in Slab:

ϕM_n (ft-kips) 4609.6

a (in) 3.14

Steel Ratio 0.00671

β_1 0.85

Maximum Steel Ratio (.75 p_b) 0.0160

Minimum Steel Ratio 0.0018

Rebar Development in Pad (in) 207.00

M_u (ft-kips) 4484.7

Required Development in Pad (in) 59.96

Condition	1 is OK, 0 Fails
Minimum Mat Width	1
Maximum Soil Bearing Pressure	1
Pier Area of Steel	1
Pier Shear	1
Two-Way Shear Action	1
Stability (Safety Factor = 1.5)	1
Anchor Bolt Pull-Out	1
Flexure	1
Steel Ratio	1
Length of Development in Pad	1
Interaction Diagram Visual Check	1

**GEOTECHNICAL ENGINEERING REPORT
PROPOSED 250-FT SELF-SUPPORT TOWER
STANTON – KY150P
STANTON, KENTUCKY
DECEMBER 2005
SMG Project No. 2005-3845**

Prepared for:

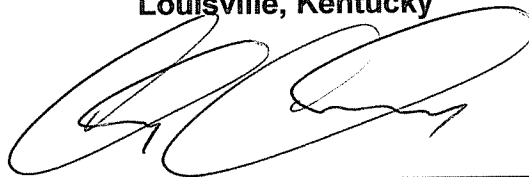
NEXTEL PARTNERS, INC.

and

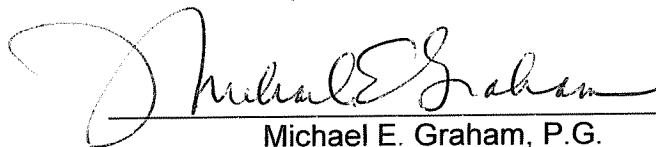
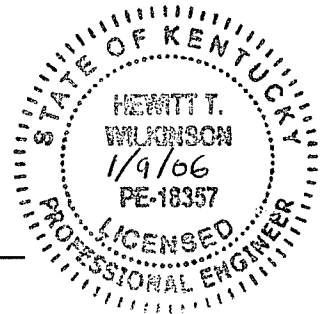
**BTM ENGINEERING, INC.
Louisville, Kentucky**

Prepared by:

**SMITH MANAGEMENT GROUP
Louisville, Kentucky**



Chip Wilkinson, P.E.
Geotechnical Engineer



Michael E. Graham, P.G.
Vice President

TABLE OF CONTENTS

1.0 INTRODUCTION	1
2.0 SITE LOCATION AND PROJECT DESCRIPTION	1
3.0 SUBSURFACE EXPLORATION AND TESTING PROCEDURES	1
4.0 SITE GEOLOGY	3
5.0 SUBSURFACE CONDITIONS	3
6.0 ANALYSIS AND RECOMMENDATIONS	4
6.1 GENERAL	4
6.2 DRILLED PIER FOUNDATION	4
6.3 MAT FOUNDATION	5
6.4 RESISTIVITY ANALYSIS	6
7.0 QUALIFICATIONS	7

APPENDIX

Site Location (Topographic) Map
Boring Location Plan
Boring Logs

1.0 INTRODUCTION

Subsurface exploration for the proposed tower planned for construction in Stanton, Kentucky has been completed. As a part of our subsurface exploration, three (3) sample borings extending to depths of approximately 2.5 feet to 10 feet below existing grade were drilled at the site. 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 the foundation system for the proposed communication tower.

2.0 SITE LOCATION AND PROJECT DESCRIPTION

The site is located near the top of McKinney Cliff off Manning Road on the east side of the Bert T. Combs Mountain Parkway in Stanton, Powell County, Kentucky (see attached topographic map). The access road to the site is very steep and appears to have been recently constructed. At the time of our field exploration, the access road surface was wet and gravel had not been placed. We understand the proposed project will include the construction of a 250-ft self-support tower. Exact tower loads were not available for this writing; however, based on our past experience and conversations with BTM personnel are anticipated to be as follows:

Vertical Load:	450 kips
Horizontal Shear:	40 kips
Uplift:	400 kips

At the time of our field exploration, the site had been cleared and graded and survey staking was in place. Based on our observations, it appears that grading included about 1 to 2 feet of cut and fill to establish the rough subgrade elevation for the tower area.

3.0 SUBSURFACE EXPLORATION AND TESTING PROCEDURES

The subsurface exploration consisted of drilling and sampling a total of three borings (one boring at each staked tower leg location) at the locations shown on the attached Boring Location Plan. The soil borings were drilled with a Giddings ATV-mounted rotary drill rig using 3-inch diameter soil augers with dual carbide-tipped cutting teeth to advance the borehole. This drill rig is capable of producing up to 6,000 lbs of down force. Representative soil samples were obtained from the cuttings produced by the drilling process and subsequently placed in sealed containers for transport to the laboratory for further evaluation and classification. The samples were classified by SMG's geotechnical engineer based on visual observation, texture and plasticity. Penetrometer tests were performed on representative soil samples to evaluate soil shear strength, compressibility and consistency in-situ.

Auger refusal was encountered at depths of about 2.5 to 5 feet below existing grade. Boring B-1 was advanced into the refusal materials using core drilling procedures. This procedure consisted of casing the overburden soils in order to prevent the borehole from collapsing. The underlying rock was then cored with a diamond bit attached to a single-tube core barrel. 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 our geotechnical engineer and the "percent recovery" and rock quality designation (RQD) was 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 percent recovery and RQD are related to rock soundness and quality as illustrated below:

ROCK QUALITY DESIGNATION (RQD)

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

Field logs of the borings were prepared by the geotechnical engineer. These logs included visual classifications of the materials encountered during drilling as well as the engineer's interpretation of the subsurface conditions between samples. The final boring logs included with this report represent an interpretation of the field logs and include modifications based on the classification results. Estimated group symbols according to the Unified Soil Classification System are given on the boring logs.

Classification and descriptions of rock core samples 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 appropriate boring logs.

4.0 SITE GEOLOGY

Review of the Geologic Map of the Stanton Quadrangle indicates that the bedrock in the area of the project site is comprised of the lower tongue of the Breathitt Formation and the Renfro, Nada, and Cowbell Members of the Borden Formation. These rock formations are generally comprised of shale and siltstone with lesser amounts of dolomite and dolomitic limestone.

5.0 SUBSURFACE CONDITIONS

Specific soil and rock conditions encountered at the sample boring locations are indicated on the attached boring logs and discussed in the following paragraphs. In general, the soils encountered at the staked tower leg locations are comprised of about 1 to 2 feet of soft to medium stiff brown silty clay. These surficial soils appear to be fill material and/or soils which were disturbed during the grading operations. Cohesive strengths on the order of 375 psf to 500 psf and N-values ranging from about 3 to 4 blows per foot were estimated, indicating low soil shear strength and high compressibility. The surficial silty clay is underlain by very stiff and dry gray silty clay with shale fragments (residual soils) to depths of about 2.5 to 5 feet below existing grade. Cohesive strengths on the order of 2,000 psf to 3,000 psf and N-values ranging from about 16 to 24 blows per foot were estimated, indicating high soil shear strength and low compressibility.

Rock coring operations were performed in Boring B-1 to explore the auger refusal material encountered at this location. The bedrock materials sampled consist of soft to medium hard tan and gray siltstone with shale interbeds. The sample recovery at this boring location was on the order of 90 percent. The quality of the core obtained is considered to be fair with a RQD value of about 55 percent.

Groundwater was not observed in the borings during or immediately after completion of drilling operations. However, fluctuations in the groundwater table can occur and perched water can develop over low permeability soil or rock strata following periods of heavy or prolonged precipitation. Groundwater seepage at this topographic high-point, if any, is expected to be minor and should be controllable with positive ditching and/or a sump and pump system. The possibility of encountered groundwater should be considered when developing design and construction plans and specifications for the project. Long term monitoring in cased holes or piezometers would be necessary to accurately evaluate the potential range of groundwater conditions on the site.

6.0 ANALYSIS AND RECOMMENDATIONS

6.1 GENERAL

Based on the results of our field exploration, the proposed tower may be supported on either drilled piers or a structural mat foundation system. Recommendations for the design and construction of drilled piers and a shallow mat are provided in the following report sections.

6.2 DRILLED PIER FOUNDATION

The proposed tower can be supported on a drilled pier foundation system. Based on the subsurface conditions encountered in Boring B-1, we have developed the following tower foundation design parameters.

Drilled Pier Foundation Design Parameters

Depth * (feet)	Description **	Allowable Skin Friction (psf)	Allowable End Bearing Pressure (psf)	Allowable Passive Pressure (psf)	Internal Angle of Friction (Degree)	Cohesion (psf)
0 - 2	Soft to Medium Stiff Silty Clay	Ignore	Ignore	Ignore	-	-
2 - 5	Very Stiff Silty Clay	525	Ignore	2,500	0	2,500
> 5	Siltstone and Shale	1,000***	15,000	2,000***	0	20,000***

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

** A total unit weight of 120 pcf and 140 pcf can be estimated for the clay and bedrock, respectively.

*** The parameters have been reduced to take into account the shallow overburden. It is assumed the rock socket will be extended using coring techniques rather than blasting/shooting.

The above indicated cohesion and friction angle have no factors of safety, and the allowable skin friction and the passive resistances have factors of safety of 2. The allowable end bearing pressure has an approximate factor of safety of at least 3. The cohesion and internal friction angle given in the above table are based on published values and our past experience with similar soil and rock types. These values should, therefore, be considered approximate. To mobilize the higher rock strength parameters, the piers should extend at least 5 feet into competent bedrock.

Based on the presumed structural loadings, we anticipate the piers will be at least 6 feet diameter and will extend at least 15 feet into the bedrock unit (total pier length at least 20 feet). In the event smaller piers are considered, our geotechnical engineer should be notified.

Care should be taken so that the sides and bottom of the excavations are not disturbed during construction. The bottom of the shaft should be free of loose soil or debris with less than 3 inches of water prior to reinforcing steel and concrete placement.

6.3 MAT FOUNDATION

If desired, a mat foundation can be used to support the proposed tower. It should be noted that auger refusal was encountered at depths ranging from about 2.5 to 5 feet below existing grade at the staked tower leg locations. Based on this information, it is anticipated that some rock excavation work will be required to establish a relatively flat surface for the construction of the mat foundation. For design purposes, we suggest designing the base of the mat foundation to bear at a depth of about 5 feet below existing grade such that the mat is supported exclusively on the siltstone/shale. Given the subsurface conditions encountered in Boring B-1, we anticipate the near-surface siltstone/shale may be excavated using a heavy-duty track-hoe.

The mat foundation can be designed using the following parameters. These parameters are based on the findings of our borings, a review of published values and our experience with similar soil and rock conditions. These design parameters also assume that the base of the mat foundation will bear exclusively on the siltstone/shale.

Mat Foundation Design Parameters

Depth (feet)	Description	Allowable Contact Bearing Pressure (psf)	Allowable Passive Pressure (psf)	Coefficient of Friction, $\tan \delta$	Vertical Modulus of Subgrade Reaction (pci)
@ 5 ft	Siltstone/ Shale	4,000	Ignore	0.50	200

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

6.4 RESISTIVITY ANALYSIS

Resistivity of the subsurface soil/rock was measured at the site using an AEMC Model 4500 Ground Resistance Tester. The Wenner Vertical Profiling Method was used. With this array, potential electrodes are centered on a traverse line between the current electrodes and an equal "A" spacing between electrodes is maintained. Resistivity measurements were taken along two (2) traverses. Locations of the soil resistivity traverses are shown on the attached Boring Location Plan. Individual resistivity values at various "A" spacings along the two traverses are summarized in the following table:

Electric Resistivity Test Results

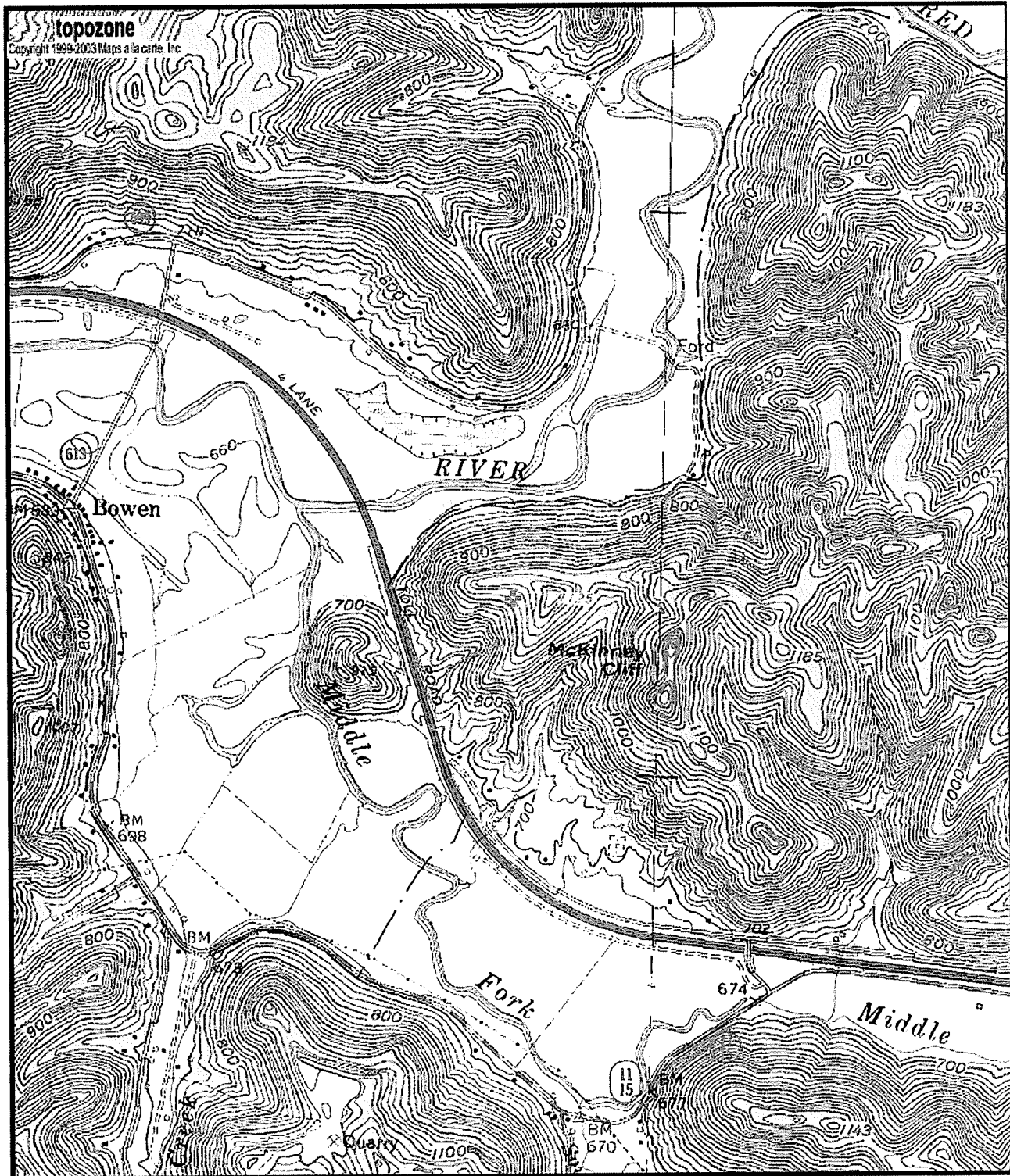
Traverse No.	"A" Spacing (ft)	Resistivity (ohm-cm)
A - A	5	4,880
A - A	10	9,000
A - A	20	17,235
B - B	5	5,555
B - B	10	10,150
B - B	20	19,535

7.0 QUALIFICATIONS

SMG should review the final design plans and specifications and provide comments regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. SMG should also observe excavation and foundation construction operations.

The analysis and recommendations presented in this report are based upon the data obtained from the borings performed at the indicated locations and from other information discussed in this report. This report does not reflect variations that may occur across the site. The nature and extent of such variations may not become evident until construction. If variations appear, it will be necessary to reevaluate the recommendations of this report.

This geotechnical report has been prepared for the exclusive use of **Nextel Partners and BTM Engineering** for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, either expressed or implied, are intended or made. 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 SMG reviews the changes, and either verifies or modifies the conclusions of this report in writing.



Map center is 37° 50' 19"N, 83° 45' 19"W (WGS84/NAD83)

Stanton quadrangle

Projection is UTM Zone 17 NAD83 Datum



M=-5.455

G=-1.692

SITE NAME	STANTON	
SITE NUMBER	K7150P	
SITE ADDRESS	MANNING ROAD STANTON, KY 40380	
ASBL	LEASE AREA = 10,000 SQ. FT.	
PROPERTY OWNER	PAUL & JUDITH WELLS 1000 W. 2ND ST. HAZARD, KY 41702	
TAX MAP NUMBER	3BP	
PARCEL NUMBER	8 AND 8.5	
SOURCE OF TITLE	DB 15, PG 23 DB 149, PG 23	
LATITUDE	37°50'18.07"	
LONGITUDE	85°51'13.645"	
NO.	REVISION/ISSUE	DATE
1.	ISSUE FOR COMMENT	10/20/05

TITLE	SITE LAYOUT
SHEET:	C-3

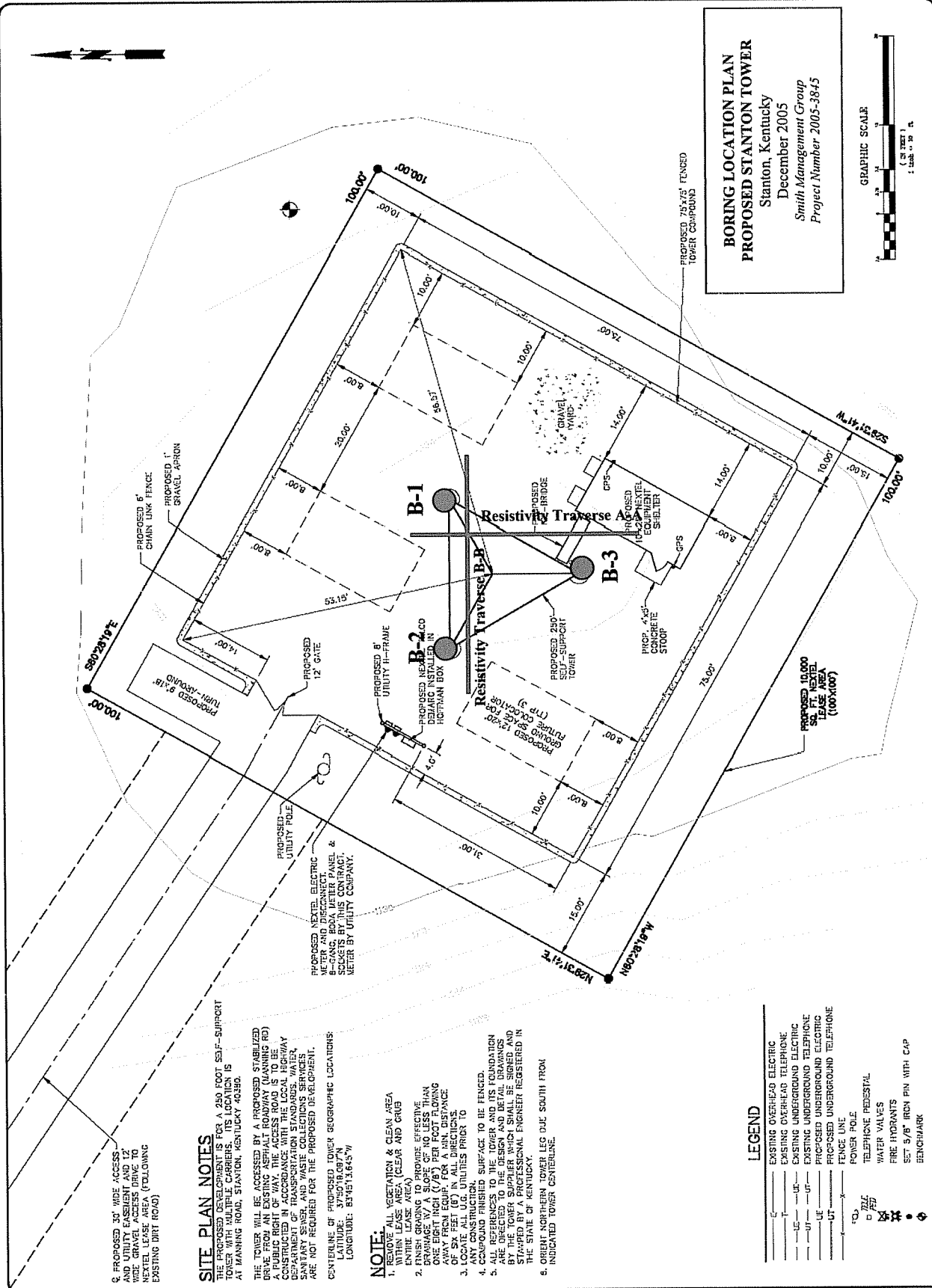


EXHIBIT E

License Search

Search Results

Specified Search

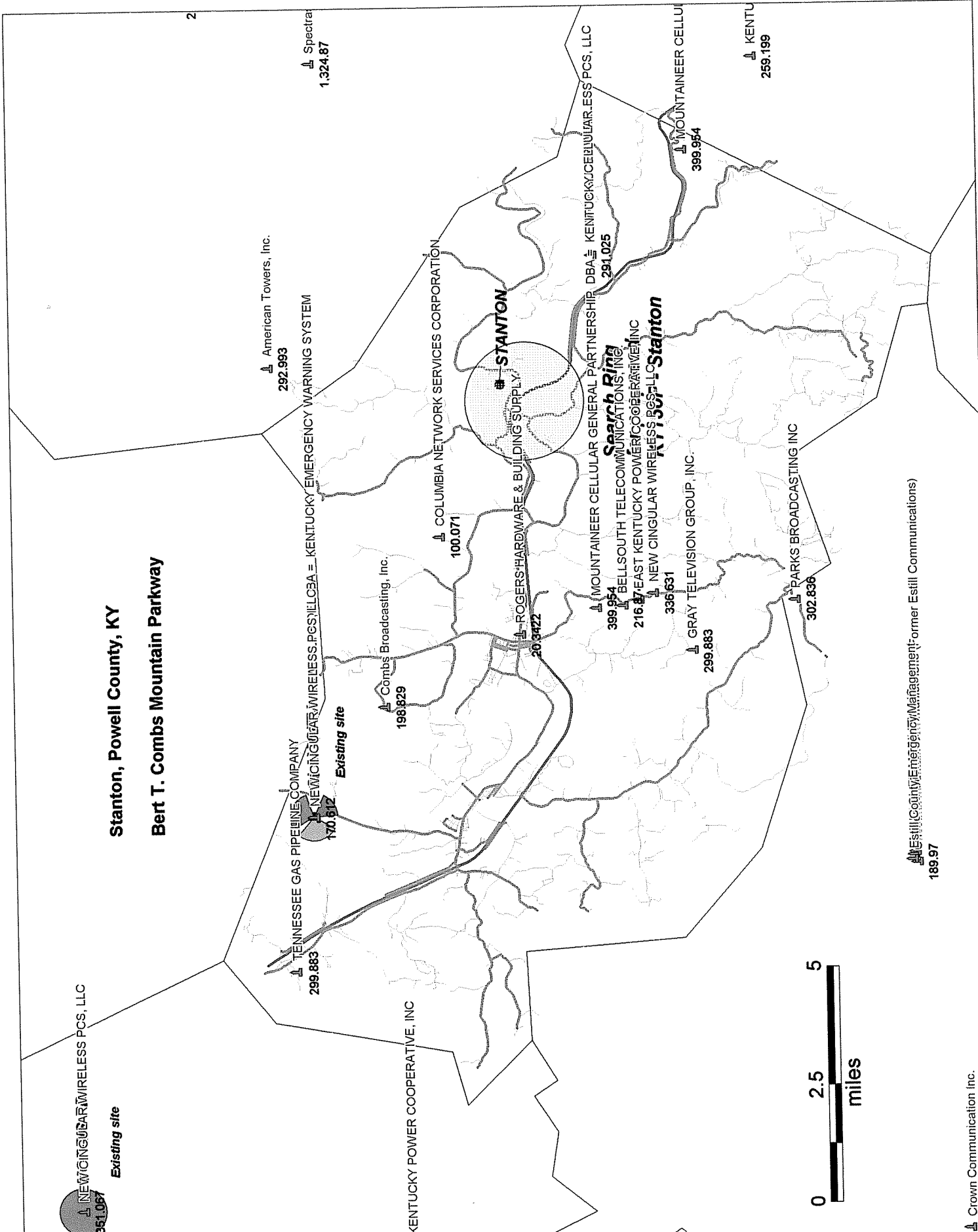
State = **Kentucky**
 County = **POWELL**
 Radio Service = **CL, CW**
 Status = **Active**

Matches **1 - 8** (of **8**)

PA = Pending Application(s)
TP = Termination Pending

	Call Sign	Licensee Name	FRN	Radio Service	Status	Expiration Date
1	KNKN809	East Kentucky Network, LLC d/b/a Appalachian Wireless	0001786607	CL	Active	10/01/2011
2	KNKN841	Orange Licenses Holding, LLC	0012362919	CL	Active	10/01/2011
3	KNLF251	New Cingular Wireless PCS, LLC	0003291192	CW	Active	06/23/2015
4	KNLF252	WIRELESSCO, L.P.	0002316545	CW	Active	06/23/2015
5	KNLH256	Cellco Partnership	0003290673	CW	Active	04/28/2007
6	KNLH398	Powertel Memphis Licenses, Inc.	0001832807	CW	Active	04/28/2007
7	KNLH399	Powertel Memphis Licenses, Inc.	0001832807	CW	Active	04/28/2007
	PA					
8	WPOI255	BLUE LICENSES HOLDING, LLC	0012362869	CW	Active	06/23/2015
	Call Sign	Licensee Name	FRN	Radio Service	Status	Expiration Date

Stanton, Powell County, KY
Bert T. Combs Mountain Parkway



▲ NEW CINGULAR WIRELESS PCS, LLC
 351.067
 Existing site

▲ American Towers, Inc.
 292.993

▲ Spectra
 1,324.87

▲ TENNESSEE GAS PIPELINE COMPANY
 170.512
 Existing site

▲ Combs Broadcasting, Inc.
 198.829

KENTUCKY POWER COOPERATIVE, INC

▲ COLUMBIA NETWORK SERVICES CORPORATION
 100.071

▲ ROGERS HARDWARE & BUILDING SUPPLY
 20.3422

STANTON

▲ MOUNTAINEER CELLULAR GENERAL PARTNERSHIP DBA
 291.025

▲ Bellsouth Telecommunications, Inc.
 399.954
 Search Ring
 216.87
 East Kentucky Power Cooperative, Inc.
 New Cingular Wireless, BGS-LL Stanton
 336.631

▲ MOUNTAINEER CELLULAR
 399.954

▲ GRAY TELEVISION GROUP, INC.
 299.883

▲ KENTU
 259.199

▲ PARKS BROADCASTING INC
 302.836



▲ Estill County Emergency Management (former Estill Communications)
 189.97

▲ Crown Communication Inc.
 39.698

Stanton, Powell County, KY

Bert T. Combs Mountain Parkway

MORRIS RD
Existing site

CLAY CITY
Existing site

STANTON

Search Ring
for proposed
KY150P - Stanton

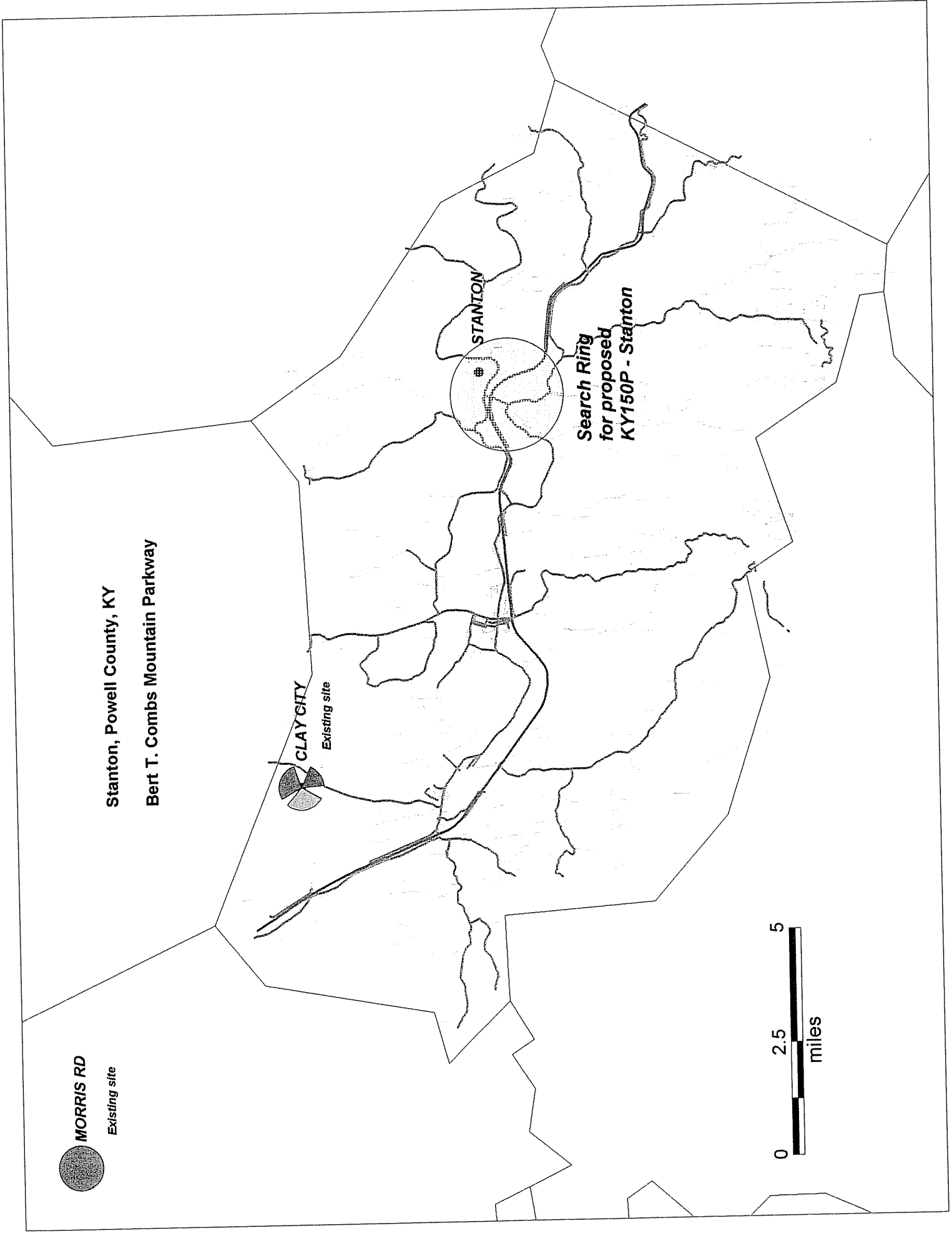
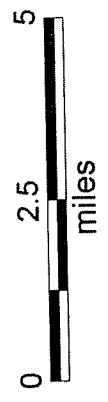


EXHIBIT F



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

Aeronautical Study No.
2005-ASO-5443-OE

Issued Date: 11/21/2005

Scott R. Fansler
Nextel Partners Operating Corp.
8 Airline Drive, Suite 105
Albany, NY 12143

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

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

Structure Type: Antenna Tower
Location: Stanton, KY
Latitude: 37-50-19.1 NAD 83
Longitude: 83-45-13.65
Heights: 265 feet above ground level (AGL)
1400 feet above mean sea level (AMSL)

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

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

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

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

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

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

This determination expires on 05/21/2007 unless:

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

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION

MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

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

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

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

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

If we can be of further assistance, please contact our office at (817)222-5538. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2005-ASO-5443-OE.

Signature Control No: 440730-420248

(DNE)

Prentiss Andrews
Specialist

Attachment(s)
Frequency Data

7460-2 Attached

Frequency Data for ASN 2005-ASO-5443-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
851	869	MHz	500	W
935	940	MHz	500	W



Kentucky Airport Zoning Commission
200 Mero Street
Frankfort, KY 40622

(502) 564-4480
fax: (502) 564-7953
No.: AS-099-150-05-242

January 17, 2006

APPROVAL OF APPLICATION

APPLICANT:

Nextel Partners Operating Corp.
Scott R Fansler, Project Manager
8 Airline Drive
Suite 105
Albany, NY 12205

SUBJECT: AS-099-150-05-242

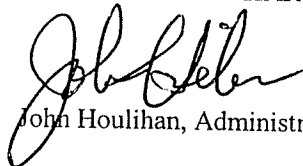
STRUCTURE: Antenna Tower
LOCATION: Stanton, KY
COORDINATES: 37-50-19.1 N / 83-45-13.65 W
HEIGHT: 265'AGL/1400'AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct 265'AGL/1400'AMSL Antenna Tower near Stanton, KY 37-50-19.1 N / 83-45-13.65 W.

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

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

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


John Houlihan, Administrator

Kentucky Transportation Cabinet, Kentucky Airport Zoning Commission, 200 Mero Street, Frankfort, KY 40622

Kentucky Aeronautical Study Number

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

INSTRUCTIONS INCLUDED

AS-099-150-05-242

1 APPLICANT -- Name, Address, Telephone, Fax, etc.
Nextel Partners Operating Corp
Attn: Scott R. Fansler
8 Airline Drive, Suite 105
Albany, NY 12205
518-857-6933 ph / 518-862-6902 fax

9. Latitude: 37 ° 50 ' 19 "
10. Longitude: 83 ° 45 ' 13 " 65 "
11. Datum: [X] NAD83 [] NAD27 [] Other
12. Nearest Kentucky City: Stanton County Powell

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

13. Nearest Kentucky public use or Military airport:
150. STANTON
14. Distance from #13 to Structure: 4.23 nm
15. Direction from #13 to Structure: 99 Degrees

3 Application for: [X] New Construction [] Alteration [] Existing
4 Duration: [X] Permanent [] Temporary (Months ___ Days ___)
5 Work Schedule: Start 3/14/2006 End 4/18/2006
6 Type: [X] Antenna Tower [] Crane [] Building [] Power Line
[] Landfill [] Water Tank [] Other
7 Marking/Painting and/or Lighting Preferred:
[] Red Lights and Paint [X] Dual - Red & Medium Intensity White
[] White - Medium Intensity [] Dual - Red & High Intensity White
[] White - High Intensity [] Other
8. FAA Aeronautical Study Number 2005-ASO-5443-OE

16. Site Elevation (AMSL): 1,135.00 Feet
17. Total Structure Height (AGL): 265.00 Feet
18. Overall Height (#16 + #17) (AMSL): 1,400.00 Feet
19. Previous FAA and/or Kentucky Aeronautical Study Number(s):
20. Description of Location: (Attach USGS 7.5 minute Quadrangle Map or an Airport layout Drawing with the precise site marked and any certified survey)
Site is located approx 1/2 mile North of the West end of Manning Road (SR3021), Stanton, KY.

21. Description of Proposal:
Applicant desires to construct a new 250 foot AGL Tower with an additional 15 feet of clearance for top mounted appurtenances, overall requested height 265 feet AGL, 1400 feet AMSL. If required, applicant requests marking & lighting be in accordance with FAA Chapters 4, 8 and 12. Applicant will operate in the bands 851-869 MHz and 935-940 MHz with a maximum ERP not to exceed 500 watts.

22. Has a "NOTICE OF CONSTRUCTION OR ALTERATION" (FAA Form 7460-1) been filed with the Federal Aviation Administration?
[] No [X] Yes, When 10/27/2005 / DNH 11/21/2005

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
Scott R. Fansler Project Manager
Printed Name and Title Signature Date 11/23/2005

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

Commission Action: [] Chairman, KAZC [X] Administrator, KAZC
[X] Approved [] Disapproved
Signature: JOHN HULLIHAN Date: 1-17-06

EXHIBIT G

Registration 1251769

 [Reference Copy](#)  [Map Registration](#)

Registration Detail

Reg Number	1251769	Status	Granted
File Number	A0490071	Constructed	
FAA Study	2005-ASO-5443-OE	EMI	No
FAA Issue Date	11/21/2005	NEPA	No

Antenna Structure

Structure Type TOWER - Free standing or Guyed Structure used for Communications Purposes

Location (in NAD83 Coordinates)

Lat/Long 37-50-19.1 N 083-45-13.7 W 1/2 mile North of West end of Stanton Road
City, State Stanton , KY
Center of AM Array

Heights (meters)

Elevation of Site Above Mean Sea Level	Overall Height Above Ground (AGL)
346.0	80.8
Overall Height Above Mean Sea Level	Overall Height Above Ground w/o Appurtenances
426.8	76.2

Painting and Lighting Specifications

FAA Chapters 4, 8, 12
Paint and Light in Accordance with FAA Circular Number 70/7460-1K

Owner & Contact Information

FRN	0004121786	Licensee ID	L00154876
-----	------------	-------------	-----------

Owner

Nextel Partners Operating Corp. Attention To: Scott R. Fansler 8 Airline Drive, Suite 105 Albany , NY 12205	P: (518)857-6933 E: scott.fansler@nextelpartners.com
--	---

Contact

Fansler , Scott R 8 Airline Drive, Suite 105 Albany , NY 12205	P: (518)857-6933 E: scott.fansler@nextelpartners.com
--	---

Last Action Status

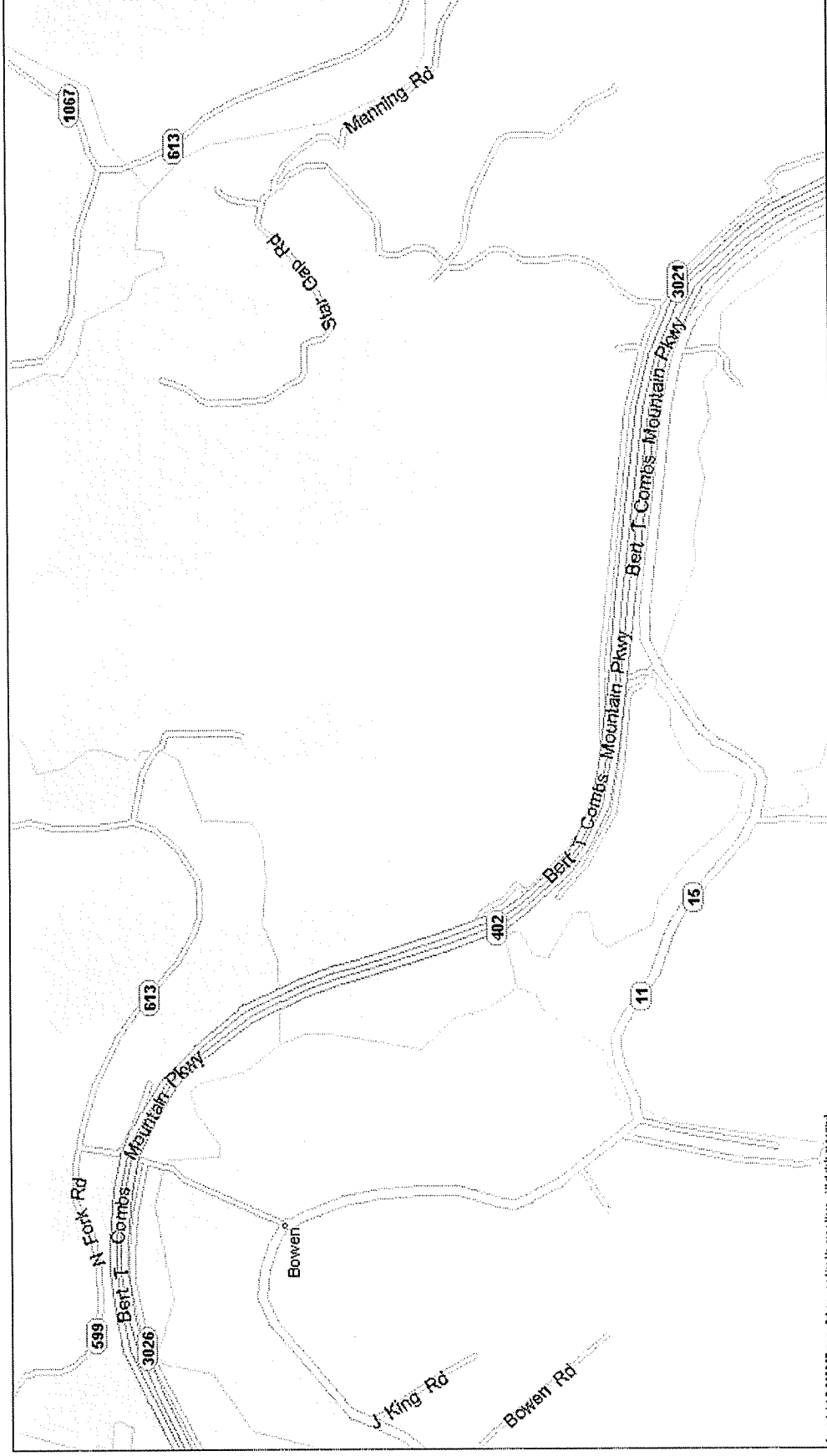
Status	Granted	Received	01/24/2006
Purpose	New	Entered	01/24/2006
Mode	Interactive		

Related Applications

01/24/2006 A0490071 - New (NE)

EXHIBIT H

Stanton Driving Directions



From County Seat take College Avenue (State Route 11, 15) East approximately 8.6 miles to an Access Road across Bert Combs Parkway. Turn Left on Access Road and cross Parkway. At intersection, take left on Manning Road. Site will be at the end of Manning Road on your right.

Directions Prepared By: Briggs Law Office, PSC, 17300 Polo Fields Lane, Louisville, KY 40245 (502) 254-9756

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT ("Agreement") is made this 27th day of September, 2005, by and between Paul Wells and Judith C. Wells, ("Optionor") and Nextel WIP Lease Corp., a Delaware corporation, d/b/a Nextel Partners ("Optionee").

I. OPTION TO LEASE

1. Grant of Option. Optionor is the owner of a parcel or parcels of real property located at North Fork Road in the County of Powell, City of Stanton, State of Kentucky, as more particularly described in Exhibit "A" annexed hereto (the "Parent Parcel"). For good and valuable consideration and the mutual promises herein set forth, Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option to lease a certain portion or portions of the Parent Parcel (the "Property"), together with easements for ingress, egress and utilities for the duration of this Agreement (collectively, the "Easement"). The Property together with the Easement are collectively the "Premises" and are more particularly described and/or depicted on Exhibit "B" attached hereto. Optionor agrees and acknowledges that Optionee may at Optionee's sole cost and expense have a metes and bounds survey prepared of the Premises and that the legal description of the Premises as shown on the survey shall thereafter become the legal description of the Premises. This Agreement may be assigned by Optionee at any time upon written notice delivered to Optionor, provided such assignee agrees to be bound by all obligations of Optionee under this Agreement.

2. Option Initial Term. The initial term of this Option shall be for twelve (12) months from the date this Option is executed by Optionee ("Option Initial Term").

3. Consideration for Option. Consideration for the Initial Term of the Option granted hereunder shall be One Hundred and No/100 Dollars (\$ 100.00) ("Option Consideration"). Option Consideration shall be made payable to Paul Wells at the address shown in Paragraph 27 below. All Option Consideration paid by Optionee shall be credited in full to the first year's Rent payment due by Optionee if this Option is exercised by Optionee.

4. Extension of Option. This Option can be extended at the discretion of Optionee for One (1) additional period(s) of six (6) months each ("Option Renewal Term(s)") by Optionee paying to Paul Wells the additional consideration of One Hundred and No/100 Dollars (\$ 100.00) ("Option Extension Consideration") prior to the expiration of the then existing term of this Option. Any Option Extension Consideration shall be credited in full to the first year's Rent due by Optionee if this Option is exercised by Optionee.

(a) Judith C. Wells hereby irrevocably assigns her right to receive Option Consideration or Option Extension Consideration to Paul Wells (the "Option Consideration Assignment"). Judith C. Wells waives all rights of recovery and releases Optionee from any and all claims arising from the Option Consideration Assignment

5. Optionor's Representations and Warranties. As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee's successors and assigns that:

(a) Optionor has good and marketable title to the Premises free and clear of all liens and encumbrances other than those liens and encumbrances shown on Exhibit "C" attached hereto. Optionee may at Optionee's sole cost and expense procure an abstract of title or a commitment to issue a

policy of title insurance on the Premises. In the event that Optionee objects to any defect or cloud on title to the Premises, Optionee may declare this Option to be void and of no further force or effect whereupon this Option shall become null and void and there shall be no further liability of Optionee to Optionor; and

(b) Optionor has the authority to enter into and be bound by the terms of this Option;
and

(c) There are no pending or threatened administrative actions including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Optionor or which may otherwise affect the Premises; and

(d) The Premises are not presently subject to an option, lease or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option and Optionor covenants that it shall not grant an option or enter into any contract which will adversely affect Optionee's Intended Use (as defined in Paragraph 11 below) of the Premises until this Option expires or is terminated by Optionee.

These representations and warranties of Optionor shall survive the exercise of the Option and the termination or expiration of the term of this Agreement.

6. Taxes. Any ad valorem taxes or other special assessment taxes attributable to the Premises during the Initial Term and any Renewal Term of the Option shall be paid by Optionor.

7. Liquidated Damages. In the event the closing does not occur due to a default or breach of this Option by Optionee, Optionor's damages shall be fixed and liquidated to the sums paid by Optionee to Optionor as consideration for this Option. Optionor hereby expressly waives any other remedies it may have for a breach of this Option by Optionee including specific performance and damages for breach of contract.

8. Inspections and Investigations. Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Premises at any time after the date of this Option, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Premises. Optionor shall provide Optionee with any necessary keys or access codes to the Premises if needed for ingress and egress, and Optionee shall not unreasonably interfere with Optionor's use of the Premises in conducting these activities.

9. Further Acts. Optionor shall cooperate with Optionee in executing any documents necessary to protect Optionee's rights under this Option or Optionee's use of the Premises and to take such action as Optionee may reasonably require to effect the intent of this Option. Optionor hereby irrevocably appoints Optionee or Optionee's agent as Optionor's agent to file applications on behalf of Optionor with federal, state and local governmental authorities which applications relate to Optionee's intended use of the Premises including but not limited to land use and zoning applications.

II. LEASE AGREEMENT

10. Exercise of Option. Upon the tender of written notice of Optionee's intent to exercise the Option, the terms of this Agreement applying to the lease of the Premises shall govern the relationship of the parties and this Agreement shall thereafter be referred to as the "Lease," Optionor shall thereafter be referred to as Lessor and Optionee shall thereafter be referred to as Lessee. The date of the written notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date").

11. Use. The Premises may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of towers, antennas, or buildings, and related facilities and activities ("Intended Use"). Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Premises (the "Governmental Approvals"). Lessee may construct additional improvements, demolish and reconstruct improvements, or restore replace and reconfigure improvements at any time during the Initial Term or any Renewal Term of this Lease.

12. Initial Term. The term of this Lease shall be five (5) years commencing on the Commencement Date and terminating on the fifth (5th) anniversary of the Commencement Date ("Initial Term").

13. Renewal Terms. Lessee shall have the right to extend this Lease for five (5) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease except that Rent shall increase as provided in Paragraph 14 (c). This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

14. Consideration.

(a) During the Initial Term, Lessee shall pay to Paul Wells exclusively the sum of _____ and 00 /100 Dollars (\$ _____ .00) per annum to be paid in equal monthly installments of _____ and 00/100 (\$ _____) as rental ("Rent"). Rent shall be payable on the first day of each month in advance to Paul Wells at the address as specified in Paragraph 27 below;

(b) If this Lease is terminated at a time other than on the anniversary of the Commencement Date, Rent shall be prorated as of the date of termination ("Termination Date"), and in the event of termination for any reason other than nonpayment of Rent, all Rent paid in advance of the Termination Date for that period after the Termination Date shall be refunded to Lessee; and

(c) In the event that Lessee elects to renew this Lease as provided in Paragraph 13, Rent during each Renewal Term shall increase by ten percent (10%) over the Rent payable during the immediately preceding term.

(d) Assignment of Rent Payments: Judith C. Wells hereby irrevocably assigns her right to receive Rent from Lessee to Paul Wells (the "Rent Assignment"). Judith C. Wells waives all rights of recovery and releases Lessee from any and all claims arising from the Rent Assignment.

15. Lessor's Representations and Warranties. Lessor represents and warrants that (i) Lessee's Intended Use of the Premises as a site for the transmission and receipt of wireless communication signals; for the construction and maintenance of towers, antennas or buildings; and related facilities is not prohibited by any covenants, restrictions, reciprocal easements, servitudes, subdivision rules or regulations; (ii) there are no easements, licenses, rights of use or other encumbrances on the Premises which will interfere with or constructively prohibit Lessee's Intended Use of the Premises; and (iii) Lessor further represents and warrants that the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.

16. Conditions Subsequent. In the event that Lessee's Intended Use of the Premises is actually or constructively prohibited through no fault of Lessee then, without limiting any other remedy in law or equity, Lessee shall have the option to terminate this Lease and Lessee shall be entitled to a refund

from Lessor of Rent paid in advance to Lessor which sums were paid prior to the date upon which Lessee gives Lessor notice of its intent to terminate this Lease pursuant to this paragraph.

17. Interference. Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use any portion of adjacent real property owned by Lessor in any way which interferes with Lessee's Intended Use of the Premises. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to terminate said interference. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor.

18. Improvements; Utilities; Access.

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Premises improvements, personal property and facilities, including without limitation, towers, a structural tower base, radio transmitting and receiving antennas, communications equipment, an equipment cabinet or shelter and related facilities (collectively the "Tower Facilities"). The Tower Facilities shall remain the exclusive property of the Lessee throughout the term and upon termination of this Lease. Lessee shall remove all of the above-ground portions of the Tower Facilities following any termination of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon the Tower Facilities or Premises. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. In the event that the tower to be constructed by Lessee on the Premises is a guyed tower, Lessor also grants Lessee an easement in, over, across and through Lessor's real property during the Initial Term and any Renewal Term of this Lease for the installation and maintenance of and reasonable access to the guy wires and guy wire anchors.

(b) Lessee shall have the right to install power, telco, and any other utilities on the Property, at Lessee's expense, and to improve present utilities on the Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Premises and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Premises, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on the Parent Parcel or other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute a separate written easement to the utility company providing the service or Lessee in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall at all times during this Lease enjoy ingress, egress, and access from the Premises to an open and improved public road which presently exists and which shall be adequate to service the Premises and the Tower Facilities. If no such public road exists or ceases to exist in the future, Lessor will grant an appropriate easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Premises and the Tower Facilities. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement evidencing this right and Lessor shall maintain access to the Easement in a free and open condition so that no interference is caused to Lessee by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement.

(d) If, at any time on or before the expiration or earlier termination of this Lease, the Tower Facilities cease to be operated as a wireless telecommunications facility, Lessee, or its assignee, as the case may be, will remove the Tower Facilities and restore the Premises to substantially the same condition existing on the Commencement Date of this Lease, except for ordinary wear and tear and casualty loss, within six (6) months of cessation of operation thereof.

19. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences good faith efforts to cure the default within such period the cure period may be extended upon mutual agreement, in writing, of the parties hereto;

(b) Upon thirty (30) days' written notice by Lessee to Lessor if Lessee is unable to obtain or maintain through no fault of Lessee any license, permit or other Governmental Approval necessary to the construction and operation of the Tower Facilities or Lessee's business; or

(c) By Lessee for any reason upon written notice from Lessee to Lessor.

20. Subleases. Lessee at its sole discretion shall have the right, without any need to obtain the consent of Lessor, to license or sublease all or a portion of the Premises and the Tower Facilities to others whose business includes the provision of wireless communication services. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower and to erect additional improvements on the Premises including but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Premises by said licensee(s) and sublessee(s). Lessee's licensee(s) and sublessee(s) shall be entitled to all rights of ingress and egress to the Premises and the right to install utilities on the Premises as if said licensee or sublessee were the Lessee under this Lease.

21. Taxes. Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. Lessee shall pay as additional Rent any increase in real property taxes levied against Premises which are directly attributable to Lessee's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Lessor furnishes proof that such increase to Lessee. In the event that Lessor fails to pay when due any taxes affecting the Premises or the Easement, Lessee shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future installments of Rent. Lessor agrees to provide to Lessee a copy of any notice, assessment or billing relating to any real or personal property taxes for which Lessee is responsible under this Lease within thirty (30) days of receipt of same by Lessor. Lessee shall have no obligation to make payment of any real or personal property taxes until Lessee has received notice, assessment or billing relating to such payment in accordance herewith. Lessee shall have the right, at its sole option, and at its sole cost and expense, to appeal, challenge or seek modification of any real or personal property tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Lease. Lessor shall reasonably cooperate with Lessee in filing, prosecuting and perfecting any appeal or challenge to real or personal property taxes as set forth herein, including but not limited to executing consent to appeal or other similar document.

22. Damage or Destruction. If the Premises or the Tower Facilities are destroyed or damaged so as to hinder the effective use of the Tower Facilities in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction and Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee.

23. Condemnation. If a condemning authority takes all of the Premises, or a portion sufficient in Lessee's determination, to render the Premises in the opinion of Lessee unsuitable for the use which Lessee was then making of the Premises, this Lease shall terminate as of the date the title vests in the condemning authority. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Lessee shall include, where applicable, the value of its Tower Facilities, moving expenses, prepaid rent and business dislocation expenses). A sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph.

24. Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Tower Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises and Tower Facilities. Lessor, at Lessor's sole cost and expense, shall procure and maintain on the Property, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor's use, occupancy and maintenance of the Property.

25. Environmental Compliance. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority ("Hazardous Materials") on, under, about or within the Parent Parcel and/or Easement in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Parent Parcel and/or Easement in violation of any law or regulation. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. This Lease shall at the option of Lessee terminate and be of no further force or effect if Hazardous Materials are discovered to exist on the Parent Parcel and/or Easement through no fault of Lessee after Lessee takes possession of the Premises and Lessee shall be entitled to a refund of all the consideration paid in advance to Lessor under this Lease.

26. Environmental Indemnities.

(a) Lessor, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessee from and against any and all environmental damages arising from the presence of Hazardous Materials upon, about or beneath the Parent Parcel and/or Easement, or migrating to or from the Parent Parcel and/or Easement, or arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Parent Parcel and/or Easement and any activities thereon, which conditions exist or existed prior to or at the time of the execution of this Lease or which may occur at any time in the future through no fault of Lessee.

(b) Lessee, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessor from and against environmental damages caused by the presence of Hazardous Materials on the Premises arising solely as the result of Lessee's activities after the execution of this Lease.

(c) Notwithstanding the obligation of Lessor to indemnify Lessee pursuant to this Lease, Lessor shall, upon demand of Lessee, and at Lessor's sole cost and expense, promptly take all actions to remediate the Parent Parcel and/or Easement which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Premises, which remediation is necessitated from the presence upon, about or beneath the Parent Parcel and/or Easement of a Hazardous Material. Such actions shall include but not be limited to the investigation of the environmental condition of the Parent Parcel and/or Easement, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Parent Parcel and/or Easement to the condition existing prior to the introduction of Hazardous Material upon, about or beneath the Parent Parcel and/or Easement notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

(d) The duties and indemnifications in this paragraph shall survive expiration or earlier termination of this Lease.

27. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or via a nationally recognized overnight delivery service to the following addresses or to such other addresses as may be specified in writing at any time during the term of this Lease:

If to Lessor, to:

Name: Paul Wells
Address: P.O. Box 240
Hazard, KY 41702
Phone: (606) 439-1308
Fax: () -
Social Security No.: 407 72 0761

If to Lessee, to:

Nextel Partners
4500 Carillon Point
Kirkland, WA 98033
Attention: Lease Administrator

With a copy to:

Nextel Partners
13405 Eastpoint Centre Drive
Suite 100
Anchorage, KY 40223
Attention: Project Manager

28. Title and Quiet Enjoyment. Lessor warrants and represents that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Premises free and clear of any liens and encumbrances or mortgages; and (iii) the Premises constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease. Lessor shall indemnify Lessee from and against any loss, cost, expense or damage including attorneys fees associated with a breach of the foregoing covenant of quiet enjoyment. In the event that Lessor fails to keep the Premises free and clear of any liens and encumbrances, Lessee shall have the right but not the obligation to satisfy such lien or encumbrance and deduct the full amount paid by Lessee on Lessor's behalf from future installments of Rent. Lessor further warrants that the Property is in compliance with all current State Historical Preservation Office (SHPO) requirements. Lessor agrees to indemnify and hold harmless Lessee from any and all claims and/or notices of non-compliance brought against Lessor for any breach by Lessor of this warranty, and Lessor agrees to allow Lessee to continue to quietly enjoy the use of Lessor's Property while Lessor remedies any such non-compliance. Should Lessee's use of the Property become compromised due to any breach of the warranty contained in this subparagraph, Lessor acknowledges that Lessee shall be substantially harmed and Lessee will seek to recover from Lessor any damages Lessee may sustain.

29. Assignment. Any sublease, license or assignment of this Lease that is entered into by Lessor or Lessee shall be subject to the provisions of this Lease. Lessee may assign this Lease without the consent of Lessor. Additionally, Lessee may mortgage or grant a security interest in this Lease and the Tower Facilities, and may assign this Lease and the Tower Facilities to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). If requested, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than ten (10) days after the receipt of the default notice. If a termination, disaffirmance or rejection of the Lease pursuant to any laws (including any bankruptcy or insolvency laws) by Lessee shall occur, or if Lessor shall terminate this Lease for any reason, Lessor will give to the Secured Parties prompt notice thereof and Lessor will give the Secured Parties the right to enter upon the Premises during a thirty (30)-day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Tower Facilities. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

30. Successors and Assigns. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

31. Waiver of Lessor's Lien. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

32. Waiver of Incidental and Consequential Damages. Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Premises by Lessee or its agents, licensees' or sublessees'.

33. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by Lessor and Lessee.

(d) If either Lessor or Lessee is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Premises, including but not limited to affidavits relating to title curative measures and subordination and non disturbance agreements and to take any further action which Lessee may reasonably require as to effect the intent of this Lease.

(f) This Lease shall be construed in accordance with the laws of the state in which the Premises is situated.

(g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(h) Simultaneous with the execution of this Lease, Lessor shall execute and deliver to Lessee a Memorandum of Lease, which Lessee may file of record in the property records in the county in which the Premises are located, which sets forth the names and addresses of Lessor and Lessee, the legal description of the Parent Parcel and the Premises, the duration of the Initial Term and the quantity and duration of the Renewal Terms.

(i) In the event the Premises is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish, within thirty (30) days written request by Lessee, a non-disturbance agreement to the effect that Lessee and Lessee's sublessees or licensees will not be disturbed in the occupancy of the Premises by any foreclosure; provided that the rights and interests of Lessee under this Lease shall be subject and subordinate to such mortgage or deed of trust.

(j) Lessee may obtain title insurance on its interest in the Premises and Easement, and Lessor shall cooperate by executing documentation required by the title insurance company.

(k) Lessor hereby irrevocably appoints Lessee or Lessee's agent as Lessor's agent to file applications on behalf of Lessor with federal, state and local governmental authorities which applications relate to Lessee's intended use of the Premises including but not limited to land use and zoning applications.

(l) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by the each of the parties, it being understood that all parties need not sign the same counterpart.

(m) Lessor will not, during the term of this Lease together with any extensions thereof, enter into any other lease, license, or other agreement for a similar purpose as set forth herein, on or adjacent to the Property.

(n) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Lease, such party shall not unreasonably condition, delay or withhold its approval or consent.

34. Liability and Indemnity. Lessee shall indemnify and hold Lessor harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessee or Lessee's agents or employees in or about the Property. Lessor shall indemnify and hold Lessee harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessor or Lessor's agents, employees, lessees, invitees, contractors or other tenants occurring in or about the Parent Parcel. The duties described herein survive termination of this Lease.

35. Confidentiality. Lessor shall not disclose to any third party the Option Consideration or Rent payable by Lessee under this Lease and shall treat such information as confidential, except that Lessor may disclose such information to prospective buyers, prospective or existing lenders, to Lessor's affiliates and attorneys, or as may be required by law or as may be necessary for the enforcement of Lessor's rights under this Lease. Lessor acknowledges that the disclosure of such information to any other parties may cause Lessee irreparable harm, and in the event of such disclosure, as an additional remedy, Lessee shall have the right to terminate this Lease upon giving thirty (30) days written notice thereof to Lessor.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Optionor and Optionee have executed this Option and Lease as of the date affixed to their signatures below.

OPTIONOR/LESSOR:

PAUL WELLS AND JUDITH C. WELLS

By: Paul Wells
Name: Paul Wells
Date: 8/30/05

By: Judith C. Wells
Name: Judith C. Wells
Date: 8/30/05

State of Kentucky

County of Powell

Before me, Paul Wells the undersigned, a Notary Public for the State, personally appeared Paul Wells, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 30 day of August, 2005.

Signature Gonna Wells

NOTARY SEAL

My commission expires: 11-19-07

State of Kentucky

County of Powell

Before me, Judith C Wells the undersigned, a Notary Public for the State, personally appeared Judith C. Wells, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 30 day of August, 2005.

Signature Connie Wells

NOTARY SEAL

My commission expires: 11-19-07

OPTIONEE/LESSEE:

Nextel WIP Lease Corp., a Delaware corporation, d/b/a Nextel Partners

By: Denise J. Swerland
Name: Denise J. Swerland
Title: Assistant Secretary
Date: SEP 27 2005

State of Washington

County of King

Before me, MARCIA ANN WARDINSKY the undersigned, a Notary Public for the State, personally appeared Denise J. Swerland who is the Assistant Secretary of Nextel WIP Lease Corp. a Delaware corporation, d/b/a Nextel Partners, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the entity upon behalf of which she acted, executed the instrument.

WITNESS my hand and official seal, this 27th day of September, 2005.

Signature Marica Ann Wardinsky

NOTARY SEAL

My commission expires: 6/19/08



EXHIBIT "A"

DESCRIPTION OF PARENT PARCEL

The Parent Parcel is described and/or depicted as follows:

COPY OF DEED ATTACHED

THIS DEED, between Dollie Derickson and William Derickson, her husband, of 105 Oak Street, Altamonte Springs, 32714, Olie Jones and Helen Jones, his wife, of 3155 Malena Avenue, Dayton, Ohio, 45414, Robert O'Brian and Tammy O'Brian, his wife, of 7626 Germantown Pike, Miamsburg, Ohio, 45343, and Alta Jo Heuslein, single, of 3541 Dallas Drive, New Carlisle, Ohio, 45344, Louise Townsend, single, of 505 Breckinridge Street, Stanton, Kentucky, 40380, Dale Jones individually and in his capacity as Exectuor and Trustee of Lesley Jones and Jean Jones, his wife, of 1315 Star Gap Road, Stanton, Kentucky, 40380, Frank Elkins, Jr., single, of P.O. Box 1144, Stanton, Kentucky, 40380, Vanessa Mathews individually and in her capacity as Executrix and Trustee of the Estate of Lesley Jones and Robert Mathews, her husband, of P.O. Box 1144, Stanton, Kentucky, 40380, Virginia Epperson and Larry Epperson, her husband, of 209 Faulkner Road, Stanton, Kentucky, 40380, Kenneth Jones and Kathy Jones, his wife, of 2266 Manning Road, Stanton, Kentucky, 40380, Robert Jones and Sara Jones, his wife, of P.O. Box 566, Campton, Kentucky, 41301, Gary Jones, single, of 2266 Manning Road, Stanton, Kentucky, 40380, Sheila Jones, single, of 55 Caitlyn Court, Jeffersonville, Kentucky, Curtis Jones and Tonya Jones, is wife, of 11 Hughes Avenue, Winchester, Kentucky, 40391, parties of the first part, pursuant to the terms of the Will of Lesley Jones, deceased, and Paul Wells, and Judith C. Wells, his wife, Wells, of P.O. Box 240, Hazard, Kentucky 41702, party of the second part;

REI
VM
David L. Sherrill
Powell Co. Clerk
7-29-02 9:05am

WITNESSETH: That first parties in consideration of \$135,000.00, cash in hand paid, the receipt of which is acknowledged, do hereby sell and convey unto the party of the second part, his heirs and assigns forever, the following described property in Powell County, to-wit:

(1) Beginning on bank of creek on south side; thence with fence to mouth of Cow Creek; thence down said creek to the post and rail fence to the corner of said fence, down the creek to the root of an elm, now down; thence a straight line in a northwardly direction to a bush and buckeye; thence around the hill a marked line to an Elm; thence north to the fence that runs thru round knob to W. M. Bowen original line; thence an east course with the original line of said Bowen to Henry Faulkner line so as to include all the Mountain lands of W.M. Bowen on the north side of said creek;

thence with Henry Faulkner's line to the beginning, containing 31 acres, more or less.

(2) Beginning in the line of Henry Faulkner at a stake; thence south with the fence to the corner of the fence at a stone; thence an east course with the fence to a planted Stone; north to a branch known as Auxier branch; thence west with the fence to the top of the hill; thence north with the ridge to the line of Henry Faulkner; thence south on straight line and with the beginning line, to the point of beginning, containing ten acres, more or less.

(3) On the waters of south fork of Red River and bounded by beginning at a stone on the line between the parties, that is Henry and Jesse Faulkner; thence south course a straight line to the south fork creek; thence north down said creek to the line between parties, that is Henry and Jesse Faulkner; thence with said line to the beginning, containing about 5 acres more or less.

(4) Beginning at a stake near the mouth of the low Sap; thence running north with Jesse Faulkner's line to three Black Oaks on top of hill; thence with the divide east to a Sugar tree corner; thence from the Sugar tree a straight line north down the hill to a Beech corner near the Fish Rock; thence from the Beech corner near the fish rock; thence from the Bush Corner west to a corner stone opposite W.D. Gay's line; thence with the middle of Red River to the mouth of South Fork; thence south with the Middle of South Fork up to a Slippery Elm; thence with Jesse Faulkner's line to the beginning containing 80 acres, more or less.

Being the same property conveyed from Morton Faulkner ET AL, to Lesley Jones, by deed dated the 25th day of May, 1931, recorded at Deed Book 28, page 488, records of the Powell County Clerk. Lesley Jones died testate on or about January 23, 1981. See Powell District Court Probate File 81-P-12, records of Powell Circuit Clerk, and see Will Book 3, page 159, records of the Powell County Clerk.

At the time of his death Lesley Jones left the following children. 1. Dollie Derickson. 2. Olie Jones. 3. Ruth Michaels. 4. Virginia Poore. 5. Louise Townsend. 6. Dale Jones. 7. Lorena Elkins. 8. Harrison Jones. 9. Ralph Jones predeceased Lesley Jones without issue. 10. Rutherford Jones died after Lesley Jones without issue.

Lorena Elkins died on April 19, 1988 leaving Frank Elkins, Jr. and Vanessa Mathews as her issues.

Harrison Jones died on 12/15/97 leaving Virginia Epperson, Kenneth Jones, Robert Glen Jones, Gary Jones, Sheila Jones, Curtis Jones as his issues

Ruth Michaels died on 9/7/01 leaving Robert O'Brian as her issue.

Virginia Poore died 3/8/96 leaving Alta Jo Heuslein as her issue.

There is excepted from this property a tract of land deeded to the Commonwealth of Kentucky Department of Highways, dated the 20th day of October, 1960, at Deed Book 49, page 433, records of the Powell County Clerk.

There is also excepted from this a tract of land a 1/2 acre cemetery lot, and the permanent right of ingress and egress to said Cemetery from Manning Road.

The above property is sold subject to the life estate of Grace Jones for the house, yard and plot used for garden, with use of gas well and water well, as set forth in the Will of Lesley Jones, deceased.

Subject to all recorded and unrecorded easements, legal restrictions, zoning laws (if applicable) and all covenants of record.

TO HAVE AND TO HOLD the above described property together with all appurtenances and privileges thereunto belonging, unto the party of the second part, his heirs and assigns, forever, with Covenant of General Warranty.

IN TESTIMONY WHEREOF, witness the signatures of the parties the day and date acknowledged below.

CONSIDERATION CERTIFICATE

We, the Grantor(s) and Grantee(s), do hereby certify under oath, pursuant to KRS Chapter 382, that the above-stated consideration in the amount of \$135,000.00 is the true, correct and full consideration of the stated consideration or sale price of the property is a Class D Felony, subjecting the offender to one to five years imprisonment, and fines up to \$10,000.00.

Dollie Derickson
DOLLIE DERICKSON

William G. Derickson
WILLIAM DERICKSON

Olie Jones
OLIE JONES

Helen C Jones
HELEN JONES

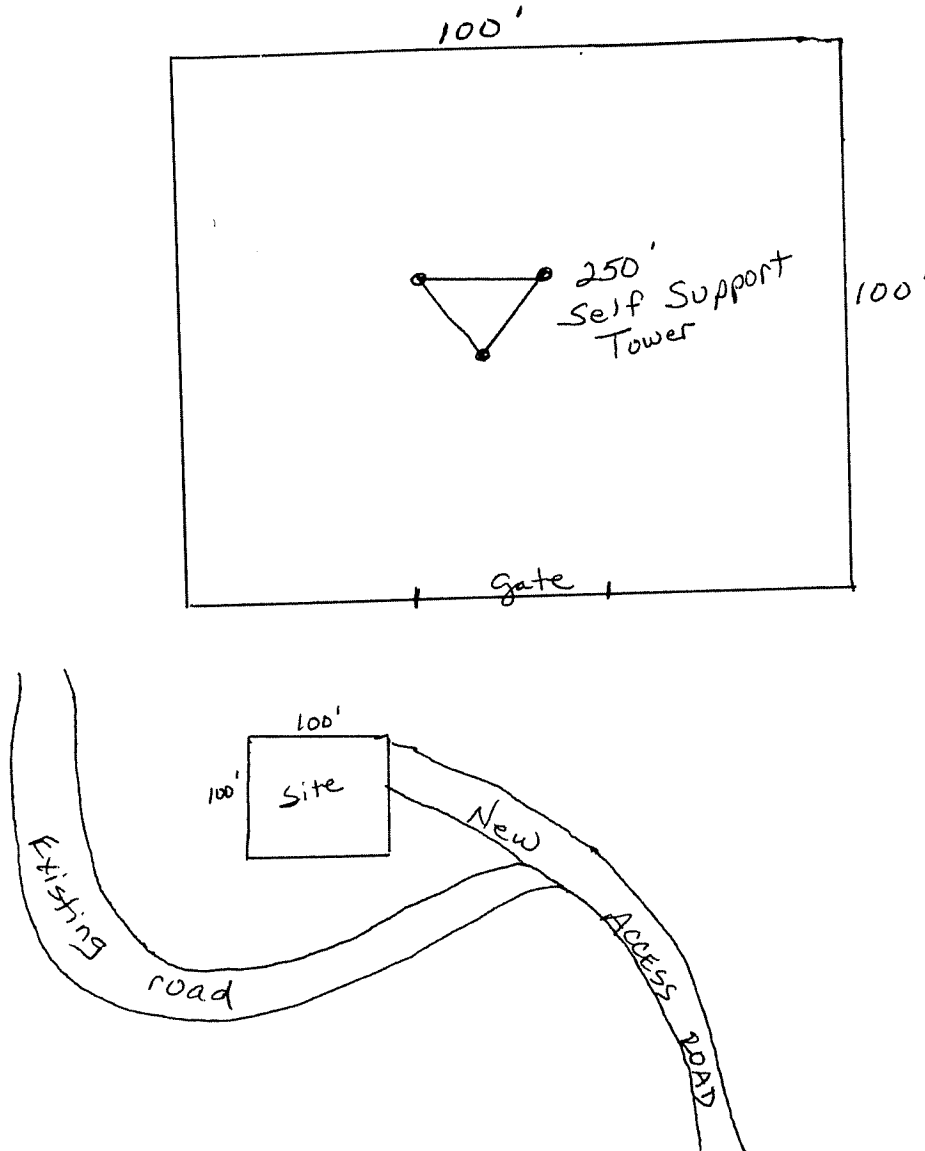
Robert V. O'Brien
ROBERT O'BRIAN

Tammy O'Brien
TAMMY O'BRIAN

EXHIBIT "B"

DESCRIPTION OR DEPICTION OF PREMISES

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



Notes:

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

EXHIBIT "C"

LIENS AND ENCUMBRANCES
[Pursuant to Paragraph 5(a) above]

ATTACHED

NONE

EXHIBIT I

Stanton Landowner Notice Listing

Paul and Judith Wells
P.O. Box 240
Hazard, KY 41702

Evelyn Darlene Gay
170 Manning Road
Stanton, KY 40380

Bethel and Lewis Crabtree
1679 N. Fork Road
Stanton, KY 40380

Nelson and Ethel Campbell
General Delivery
Slade, KY 40376

Shirley and Donna Sue Crabtree
1460 N. Fork Road
Stanton, KY 40380

LBG Holdings
P.O. Box 1360
Lexington, KY 40502

Barry Dale Crabtree
871 Happy Top Road
Clay City, KY 40312

Sandra Farmer
6580 Campton Road
Stanton, KY 40380

Jesse Jr. and Janice Foster
1460 N. Fork Road
Stanton, KY 40380

James and Nelly Anderson
3116 North Fork Road
Stanton, KY 40380

Nelson and Teresa Bowen
1460 N. Fork Road
Stanton, KY 40380

Charles Garrett
7114 Campton Road
Stanton, KY 40380

Shirley G. Crabtree
5959 Campton
Stanton, KY 40380

Gannell Sue Smith Trust
122 Lee Ann Lane
Winchester, KY 40391

Gannell Smith
122 Le Ann Lane
Winchester, KY 40391

William McCoy
P.O. Box 266
Clay City, KY 40312

Alley Bilamy
7513 Campton Road
Stanton, KY 40380

Danny Boyd
715 Sand Lick Road
Stanton, KY 40380

USDA Forest Service
1700 Bypass Road
Winchester, KY 40391

Seldon D. Reed
P.O. Box 723
Stanton, KY 40380

Chas & Mary White
1310 Levee Road
Mt. Sterling, KY 40353

BRIGGS LAW OFFICE, PSC

TODD R. BRIGGS

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction
Wireless Telecommunications Facility**

Via Certified Mail

Seldon D. Reed

P.O. Box 723

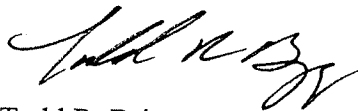
Stanton, KY 40380

Dear Landowner:

Nextel Partners, Inc. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2 Manning Road, Stanton, Kentucky 40380. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately seven foot tall lightning arrestor, for a total height of 257 feet, plus related ground facilities.

This notice is being sent to you because the Powell County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00010 in any correspondence.

Sincerely,



Todd R. Briggs

Attorney for Nextel Partners, Inc.

Enclosure

BRIGGS LAW OFFICE, PSC

TODD R. BRIGGS

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction
Wireless Telecommunications Facility**

Via Certified Mail
Chas & Mary White
1310 Levee Road
Mt. Sterling, KY 40353

Dear Landowner:

Nextel Partners, Inc. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2 Manning Road, Stanton, Kentucky 40380. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately seven foot tall lightning arrester, for a total height of 257 feet, plus related ground facilities.

This notice is being sent to you because the Powell County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00010 in any correspondence.

Sincerely,



Todd R. Briggs
Attorney for Nextel Partners, Inc.

Enclosure

BRIGGS LAW OFFICE, PSC

TODD R. BRIGGS

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction
Wireless Telecommunications Facility**

Via Certified Mail

USDA Forest Service
Daniel Boone National Forest
1700 Bypass Road
Winchester, KY 40391

Dear Landowner:

Nextel Partners, Inc. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2 Manning Road, Stanton, Kentucky 40380. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately seven foot tall lightning arrestor, for a total height of 257 feet, plus related ground facilities.

This notice is being sent to you because the Powell County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00010 in any correspondence.

Sincerely,



Todd R. Briggs
Attorney for Nextel Partners, Inc.

Enclosure

BRIGGS LAW OFFICE
TODD R. BRIGGS
17300 POLO FIELDS LANE
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

Notice of Proposed Construction
Wireless Telecommunications Facility

Via Certified Mail

Shirley G. Crabtree
5959 Campton
Stanton, KY 40380

Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2 Manning Road, Stanton, Kentucky 40380. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately seven foot tall lightning arrestor, for a total height of 257 feet, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00010 in any correspondence.

Sincerely,



Todd R. Briggs
Attorney for Nextel WIP Lease Corp.

Enclosure

BRIGGS LAW OFFICE
TODD R. BRIGGS
17300 POLO FIELDS LANE
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

Notice of Proposed Construction
Wireless Telecommunications Facility

Via Certified Mail

Bethel and Lewis Crabtree
1679 N. Fork Road
Stanton, KY 40380

Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2 Manning Road, Stanton, Kentucky 40380. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately seven foot tall lightning arrestor, for a total height of 257 feet, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00010 in any correspondence.

Sincerely,



Todd R. Briggs
Attorney for Nextel WIP Lease Corp.

Enclosure

BRIGGS LAW OFFICE
TODD R. BRIGGS
17300 POLO FIELDS LANE
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction
Wireless Telecommunications Facility**

Via Certified Mail
Alley Bilamy
7513 Campton Road
Stanton, KY 40380

Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2 Manning Road, Stanton, Kentucky 40380. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately seven foot tall lightning arrestor, for a total height of 257 feet, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00010 in any correspondence.

Sincerely,



Todd R. Briggs
Attorney for Nextel WIP Lease Corp.

Enclosure

BRIGGS LAW OFFICE
TODD R. BRIGGS
17300 POLO FIELDS LANE
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

Notice of Proposed Construction
Wireless Telecommunications Facility

Via Certified Mail


Barry Dale Crabtree
871 Happy Top Road
Clay City, KY 40312

Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2 Manning Road, Stanton, Kentucky 40380. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately seven foot tall lightning arrestor, for a total height of 257 feet, plus related ground facilities.

This notice is being sent to you because the Powell County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00010 in any correspondence.

Sincerely,



Todd R. Briggs
Attorney for Nextel WIP Lease Corp.

Enclosure

BRIGGS LAW OFFICE
TODD R. BRIGGS
17300 POLO FIELDS LANE
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction
Wireless Telecommunications Facility**

Via Certified Mail

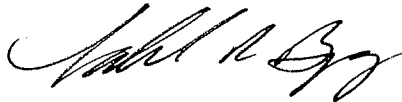
Nelson and Ethel Campbell
General Delivery
Slade, KY 40376

Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2 Manning Road, Stanton, Kentucky 40380. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately seven foot tall lightning arrestor, for a total height of 257 feet, plus related ground facilities.

This notice is being sent to you because the Powell County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00010 in any correspondence.

Sincerely,



Todd R. Briggs
Attorney for Nextel WIP Lease Corp.

Enclosure

BRIGGS LAW OFFICE
TODD R. BRIGGS
17300 POLO FIELDS LANE
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

Notice of Proposed Construction
Wireless Telecommunications Facility

Via Certified Mail

Charles Garrett
7114 Campton Road
Stanton, KY 40380

Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2 Manning Road, Stanton, Kentucky 40380. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately seven foot tall lightning arrestor, for a total height of 257 feet, plus related ground facilities.

This notice is being sent to you because the Powell County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00010 in any correspondence.

Sincerely,



Todd R. Briggs
Attorney for Nextel WIP Lease Corp.

Enclosure

BRIGGS LAW OFFICE
TODD R. BRIGGS
17300 POLO FIELDS LANE
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction
Wireless Telecommunications Facility**

Via Certified Mail

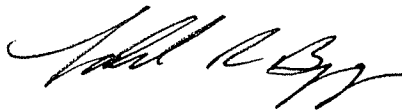
Danny Boyd
715 Sand Lick Road
Stanton, KY 40380

Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2 Manning Road, Stanton, Kentucky 40380. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately seven foot tall lightning arrestor, for a total height of 257 feet, plus related ground facilities.

This notice is being sent to you because the Powell County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00010 in any correspondence.

Sincerely,



Todd R. Briggs
Attorney for Nextel WIP Lease Corp.

Enclosure

BRIGGS LAW OFFICE
TODD R. BRIGGS
17300 POLO FIELDS LANE
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

Notice of Proposed Construction
Wireless Telecommunications Facility

Via Certified Mail

Gannell Smith
122 Le Ann Lane
Winchester, KY 40391

Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2 Manning Road, Stanton, Kentucky 40380. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately seven foot tall lightning arrestor, for a total height of 257 feet, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00010 in any correspondence.

Sincerely,



Todd R. Briggs
Attorney for Nextel WIP Lease Corp.

Enclosure

BRIGGS LAW OFFICE
TODD R. BRIGGS
17300 POLO FIELDS LANE
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

Notice of Proposed Construction
Wireless Telecommunications Facility

Via Certified Mail

Gannell Sue Smith Trust
122 Le Ann Lane
Winchester, KY 40391

Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2 Manning Road, Stanton, Kentucky 40380. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately seven foot tall lightning arrestor, for a total height of 257 feet, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00010 in any correspondence.

Sincerely,



Todd R. Briggs
Attorney for Nextel WIP Lease Corp.

Enclosure

BRIGGS LAW OFFICE
TODD R. BRIGGS
17300 POLO FIELDS LANE
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

Notice of Proposed Construction
Wireless Telecommunications Facility

Via Certified Mail

Evelyn Darlene Gay
170 Manning Road
Stanton, KY 40380

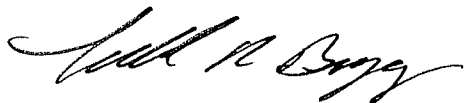
Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2 Manning Road, Stanton, Kentucky 40380. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately seven foot tall lightning arrestor, for a total height of 257 feet, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00010 in any correspondence.

Sincerely,



Todd R. Briggs
Attorney for Nextel WIP Lease Corp.

Enclosure

BRIGGS LAW OFFICE
TODD R. BRIGGS
17300 POLO FIELDS LANE
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction
Wireless Telecommunications Facility**

Via Certified Mail

James and Nelly Anderson
3116 North Fork Road
Stanton, KY 40380

Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2 Manning Road, Stanton, Kentucky 40380. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately seven foot tall lightning arrestor, for a total height of 257 feet, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00010 in any correspondence.

Sincerely,



Todd R. Briggs
Attorney for Nextel WIP Lease Corp.

Enclosure

BRIGGS LAW OFFICE
TODD R. BRIGGS
17300 POLO FIELDS LANE
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction
Wireless Telecommunications Facility**

Via Certified Mail

Jesse Jr. and Janice Foster
1460 N. Fork Road
Stanton, KY 40380

Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2 Manning Road, Stanton, Kentucky 40380. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately seven foot tall lightning arrester, for a total height of 257 feet, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00010 in any correspondence.

Sincerely,



Todd R. Briggs
Attorney for Nextel WIP Lease Corp.

Enclosure

BRIGGS LAW OFFICE
TODD R. BRIGGS
17300 POLO FIELDS LANE
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

Notice of Proposed Construction
Wireless Telecommunications Facility

Via Certified Mail

LBG Holdings
P.O. Box 1360
Lexington, KY 40502

Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2 Manning Road, Stanton, Kentucky 40380. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately seven foot tall lightning arrestor, for a total height of 257 feet, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00010 in any correspondence.

Sincerely,



Todd R. Briggs
Attorney for Nextel WIP Lease Corp.

Enclosure

BRIGGS LAW OFFICE
TODD R. BRIGGS
17300 POLO FIELDS LANE
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction
Wireless Telecommunications Facility**

Via Certified Mail

Paul and Judith Wells
P.O. Box 240
Hazard, KY 41702


Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2 Manning Road, Stanton, Kentucky 40380. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately seven foot tall lightning arrestor, for a total height of 257 feet, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00010 in any correspondence.

Sincerely,



Todd R. Briggs
Attorney for Nextel WIP Lease Corp.

Enclosure

BRIGGS LAW OFFICE
TODD R. BRIGGS
17300 POLO FIELDS LANE
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction
Wireless Telecommunications Facility**

Via Certified Mail

Nelson and Teresa Bowen
1460 N. Fork Road
Stanton, KY 40380

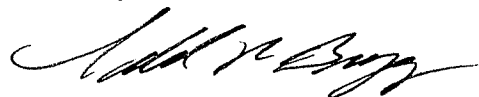
Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2 Manning Road, Stanton, Kentucky 40380. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately seven foot tall lightning arrestor, for a total height of 257 feet, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00010 in any correspondence.

Sincerely,



Todd R. Briggs
Attorney for Nextel WIP Lease Corp.

Enclosure

BRIGGS LAW OFFICE
TODD R. BRIGGS
17300 POLO FIELDS LANE
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction
Wireless Telecommunications Facility**

Via Certified Mail

Sandra Farmer
6580 Campton Road
Stanton, KY 40380

Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2 Manning Road, Stanton, Kentucky 40380. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately seven foot tall lightning arrestor, for a total height of 257 feet, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00010 in any correspondence.

Sincerely,



Todd R. Briggs
Attorney for Nextel WIP Lease Corp.

Enclosure

BRIGGS LAW OFFICE
TODD R. BRIGGS
17300 POLO FIELDS LANE
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction
Wireless Telecommunications Facility**

Via Certified Mail

Shirley and Donna Sue Crabtree
1460 N. Fork Road
Stanton, KY 40380


Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2 Manning Road, Stanton, Kentucky 40380. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately seven foot tall lightning arrestor, for a total height of 257 feet, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00010 in any correspondence.

Sincerely,



Todd R. Briggs
Attorney for Nextel WIP Lease Corp.

Enclosure

BRIGGS LAW OFFICE
TODD R. BRIGGS
17300 POLO FIELDS LANE
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction
Wireless Telecommunications Facility**

Via Certified Mail
William McCoy
P.O. Box 266
Clay City, KY 40312

Dear Landowner:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2 Manning Road, Stanton, Kentucky 40380. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately seven foot tall lightning arrestor, for a total height of 257 feet, plus related ground facilities.

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

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00010 in any correspondence.

Sincerely,



Todd R. Briggs
Attorney for Nextel WIP Lease Corp.

Enclosure

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input checked="" type="checkbox"/> <i>Jesse Foster</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
	B. Received by (Printed Name) <i>JESSE FOSTER</i>	C. Date of Delivery <i>1/28/06</i>
1. Article Addressed to: <i>Jesse Jr. and Janice Foster</i> <i>1460 N. Fork Road</i> <i>Stanton, KY 40380</i>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		
2. Article Number (Transfer from service label) <i>7099 3400 0004 4746 2997</i>		
PS Form 3811, February 2004	Domestic Return Receipt	102595-02-M-1540

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input checked="" type="checkbox"/> <i>Teresa Bowen</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
	B. Received by (Printed Name)	C. Date of Delivery <i>1-28-06</i>
1. Article Addressed to: <i>Nelson and Teresa Bowen</i> <i>1460 N. Fork Road</i> <i>Stanton, KY 40380</i>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		
2. Article Number (Transfer from service label) <i>7099 3400 0004 4746 3086</i>		
PS Form 3811, February 2004	Domestic Return Receipt	102595-02-M-1540

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input checked="" type="checkbox"/> <i>James Anderson</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
	B. Received by (Printed Name) <i>James Anderson</i>	C. Date of Delivery <i>1/27/06</i>
1. Article Addressed to: <i>James and Nelly Anderson</i> <i>3116 N. Fork Rd</i> <i>Stanton, KY 40380</i>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		
2. Article (Transi PS Form		
		1595-02-M-1540

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>Bobby McKinney</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Bobby McKinney</i></p> <p>C. Date of Delivery <i>1-30-06</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p><i>William McCoy</i> <i>P.O. Box 266</i> <i>Clay City, KY 40312</i></p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label) <i>7099 3400 0004 4746 3178</i></p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>T Aversa</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>T AVERSA</i></p> <p>C. Date of Delivery <i>1-30-06</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p><i>LBG Holdings</i> <i>P.O. Box 1360</i> <i>Lexington, KY 40502</i></p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label) <i>7099 3400 0004 4746 3024</i></p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>Andrea Smith</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>ANDREA SMITH</i></p> <p>C. Date of Delivery <i>1/23/06</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p><i>Gannell Sue Smith Trust</i> <i>122 Le Ann Lane</i> <i>Winchester, KY 40391</i></p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label) <i>7099 3400 0004 4746 4724</i></p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

*Bethel and Lewis
Crabtree
1679 N. Fork Rd
Stanton, KY 40380*

2. Article Number
(Transfer from service label)

7002 2410 0006 5596 8285

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

Form 3811, February 2004

Article Number

(Transfer from service label)

7002 2410 0006 5596 8278

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Shirley G. Crabtree
B. Received by (Printed Name)
SHIRLEY G. CRABTREE
C. Date of Delivery
2-1-06
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

Article Addressed to:

*Alley Billamy
7513 Campton Road
Stanton, KY 40380*

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

*Alley Billamy
7513 Campton Road
Stanton, KY 40380*

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Alley Billamy
B. Received by (Printed Name)
Alley Billamy
C. Date of Delivery
2-1-06
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

*Shirley G. Crabtree
5959 Campton
Stanton, KY 40380*

2. Article Number
(Transfer from service label)

7002 2410 0006 5596 8292

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

Article Number

(Transfer from service label)

7002 2410 0006 5596 8247

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Donna Crabtree
B. Received by (Printed Name)
Donna Crabtree
C. Date of Delivery
2-1-06
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

Article Addressed to:

*harkes Garrett
7114 Campton Rd
Stanton, KY 40380*

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

*harkes Garrett
7114 Campton Rd
Stanton, KY 40380*

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Charlie Garrett
B. Received by (Printed Name)
CHARLIE GARRETT
C. Date of Delivery
2-1-06
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

1. Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:
Danny Boyd
715 Sand Lick Rd
Stanton, KY 40380

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *Danny Boyd*
B. Received by (Printed Name)
Danny Boyd
C. Date of Delivery
2/10/04
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

1. Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:
Nelson and Ethel Campbell
General Delivery
Slade, KY 40376

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *Nelson Campbell*
B. Received by (Printed Name)
Nelson Campbell
C. Date of Delivery
2-3-06
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) 7002 2410 0006 5596 8230
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

1. Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:
Barry Dale Crabtree
871 Happy Top Road
Clay City, KY 40312

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *Barry Dale Crabtree*
B. Received by (Printed Name)
Barry Dale Crabtree
C. Date of Delivery
2-3-06
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

1. Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:
Garnell Smith
122 Le Ann Lane
Winchester, KY 40391

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *Garnell Smith*
B. Received by (Printed Name)
Garnell Smith
C. Date of Delivery
2-1-06
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) 7002 2410 0006 5596 8223
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

1. Article Addressed to:
Seldon D. Reed
P.O. Box 723
Stanton, KY 40380

2. Article Number (Transfer from service label) 7002 2410 0006 5596 8308
Domestic Return Receipt Form 3811, February 2004

3. Service Type
 Certified Mail
 Registered
 Insured Mail
 Express Mail
 Return Receipt for Merchandise
 C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

RECIPIENT: COMPLETE THIS SECTION

1. Article Addressed to:
Honorable Robert Drake
P.O. Box 506
Stanton, KY 40380

2. Article Number (Transfer from service label) 7099 3400 0004 4746 3208
Domestic Return Receipt Form 3811, February 2004

3. Service Type
 Certified Mail
 Registered
 Insured Mail
 Express Mail
 Return Receipt for Merchandise
 C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

1. Article Addressed to:
Gas + Mary White
1310 Levee Road
Mt. Sterling, KY 40353

2. Article Number (Transfer from service label) 7002 2410 0006 5596 8322
Domestic Return Receipt Form 3811, February 2004

3. Service Type
 Certified Mail
 Registered
 Insured Mail
 Express Mail
 Return Receipt for Merchandise
 C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

RECIPIENT: COMPLETE THIS SECTION

1. Article Addressed to:
USPA Forest Service
1700 Bypass Road
Winchester, KY 40391

2. Article Number (Transfer from service label) 7002 2410 0006 5596 8315
Domestic Return Receipt Form 3811, February 2004

3. Service Type
 Certified Mail
 Registered
 Insured Mail
 Express Mail
 Return Receipt for Merchandise
 C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

RECIPIENT: COMPLETE THIS SECTION

1. Article Addressed to:
Seldon D. Reed
P.O. Box 723
Stanton, KY 40380

2. Article Number (Transfer from service label) 7002 2410 0006 5596 8308
Domestic Return Receipt Form 3811, February 2004

3. Service Type
 Certified Mail
 Registered
 Insured Mail
 Express Mail
 Return Receipt for Merchandise
 C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

RECIPIENT: COMPLETE THIS SECTION

1. Article Addressed to:
Honorable Robert Drake
P.O. Box 506
Stanton, KY 40380

2. Article Number (Transfer from service label) 7099 3400 0004 4746 3208
Domestic Return Receipt Form 3811, February 2004

3. Service Type
 Certified Mail
 Registered
 Insured Mail
 Express Mail
 Return Receipt for Merchandise
 C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

RECIPIENT: COMPLETE THIS SECTION

1. Article Addressed to:
Seldon D. Reed
P.O. Box 723
Stanton, KY 40380

2. Article Number (Transfer from service label) 7002 2410 0006 5596 8308
Domestic Return Receipt Form 3811, February 2004

3. Service Type
 Certified Mail
 Registered
 Insured Mail
 Express Mail
 Return Receipt for Merchandise
 C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

RECIPIENT: COMPLETE THIS SECTION

1. Article Addressed to:
Honorable Robert Drake
P.O. Box 506
Stanton, KY 40380

2. Article Number (Transfer from service label) 7099 3400 0004 4746 3208
Domestic Return Receipt Form 3811, February 2004

3. Service Type
 Certified Mail
 Registered
 Insured Mail
 Express Mail
 Return Receipt for Merchandise
 C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

RECIPIENT: COMPLETE THIS SECTION

1. Article Addressed to:
Seldon D. Reed
P.O. Box 723
Stanton, KY 40380

2. Article Number (Transfer from service label) 7002 2410 0006 5596 8308
Domestic Return Receipt Form 3811, February 2004

3. Service Type
 Certified Mail
 Registered
 Insured Mail
 Express Mail
 Return Receipt for Merchandise
 C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

RECIPIENT: COMPLETE THIS SECTION

1. Article Addressed to:
Honorable Robert Drake
P.O. Box 506
Stanton, KY 40380

2. Article Number (Transfer from service label) 7099 3400 0004 4746 3208
Domestic Return Receipt Form 3811, February 2004

3. Service Type
 Certified Mail
 Registered
 Insured Mail
 Express Mail
 Return Receipt for Merchandise
 C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Paul and Judith Wells
P.O. Box 240
Hazard, KY 41702

2. Article Number

(Transfer from service label) 7099 3400 0004 4746 3055

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature *Paul and Judith Wells* Agent Address:
B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Evelyn Darlene Gray
170 Manning Rd
Stanton, KY 40380

2. Article Number

(Transfer from service label) 7099 3400 0004 4746 2935

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-

COMPLETE THIS SECTION ON DELIVERY

A. Signature *Evelyn Gray* Agent Address:
B. Received by (Printed Name) C. Date of Delivery
Evelyn Gray *1-26-04*

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Shirley and Donna Sue
Crestree
1460 N. Fork Rd
Stanton, KY 40380

2. Article Number

(Transfer from service label) 7099 3400 0004 4746 3147

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature *Donna Crestree* Agent Address:
B. Received by (Printed Name) C. Date of Delivery
Donna Crestree *1-27-06*

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Sandra Farmer
6580 Campton Rd
Stanton, KY 40380

2. Article Number

(Transfer from service label) 7099 3400 0004 4746 3116

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-

COMPLETE THIS SECTION ON DELIVERY

A. Signature *Sandra Farmer*
B. Received by (Printed Name) C. Date
Sandra Farmer *1-27-06*

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for M
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

EXHIBIT J

BRIGGS LAW OFFICE, PSC

TODD R. BRIGGS

17300 POLO FIELDS LANE
LOUISVILLE, KENTUCKY 40245

FACSIMILE (502) 254-5717

TELEPHONE (502) 254-9756

January 25, 2006

Via Certified Mail

Honorable Robert Drake
Powell County Judge Executive
525 Washington Street
P.O. Box 506
Stanton, KY 40380

**RE: Notice of Proposal to Construct Wireless Telecommunications Facility
Kentucky Public Service Commission--Case No. 2006-00010**

Dear Judge Drake:

Nextel WIP Lease Corp. is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 2 Manning Road, Stanton, Kentucky 40380. A map showing the location is attached. The proposed facility will include a 250 foot tall antenna tower, with an approximately seven foot tall lightning arrestor, for a total height of 257 feet, plus related ground facilities.

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

Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2006-00010 in any correspondence.

Sincerely,



Todd R. Briggs
Attorney for Nextel WIP Lease Corp.

Enclosure

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Honorable Robert Drake
P.O. Box 506
Stanton, KY 40380

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery
Cynthia Crabtree 11/29/04

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label) 7099 3400 0004 4746 3208

EXHIBIT K

PUBLIC NOTICE

Nextel WIP Lease Corp.
proposes to construct
a telecommunications

TOWER

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

Jennifer Sturgeon
Nextel Partners, Inc.
13405 Eastpoint Center Drive or
Suite 100
Anchorage, KY 40223

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

Please refer to Commission's
Case #2006-00010
in your correspondence.

PUBLIC NOTICE

Nextel WIP Lease Corp.
proposes to construct
a telecommunications

TOWER

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

Jennifer Sturgeon
Nextel Partners, Inc.
13405 Eastpoint Center Drive or
Suite 100
Anchorage, KY 40223

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

Please refer to Commission's
Case #2006 00010
in your correspondence.

EXHIBIT L

Stanton, Powell County, KY

Bert T. Combs Mountain Parkway

MORRIS RD
Existing site

CLAY CITY
Existing site

STANTON

**Search Ring
for proposed
KY150P - Stanton**

