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LEGAL

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January 27, 2006

VIA HAND DELIVERY

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

RE: Application to Construct Wireless Communications Facility
Location: Whispering Pines, Means, Kentucky 40346
Applicant: New Cingular Wireless PCS, LLC
Site Name: Means

Dear Mr. Cline:

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

Sincerely,

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

Enclosures

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE APPLICATION OF	)	
NEW CINGULAR WIRELESS PCS, LLC	)	
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC	)	CASE NO.: 2006-00040
CONVENIENCE AND NECESSITY TO CONSTRUCT	)	
A WIRELESS COMMUNICATIONS FACILITY AT	)	
WHISPERING PINES, MEANS, KENTUCKY 40346	)	
IN THE WIRELESS COMMUNICATIONS LICENSE AREA	)	
IN THE COMMONWEALTH OF KENTUCKY	)	
IN THE COUNTY OF MENIFEE	)	

SITE NAME: MEANS

* * * * * * * *

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

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

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

1. The complete name and address of the Applicant:

   New Cingular Wireless PCS, LLC

c/o Pike Legal Group, PLLC
P.O. Box 369
Shepherdsville, KY 40165

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

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

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

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

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

6. To address the above-described service needs, Applicant proposes to construct a WCF at Whispering Pines, Means, Kentucky 40346 (37°57'38.19" North latitude, 83°46'12.58" West longitude), in an area located entirely within the county referenced in the caption of this application. The property on which the WCF will be located is owned by Lawson Real Estate, Inc. pursuant to a Deed recorded at Deed Book 89, Page 259 in the office of the Menifee County Clerk. The proposed WCF will consist of a 250-foot tall tower, with an approximately 15-foot tall lightning arrestor attached at the top, for a total height of 265-feet. The WCF will also include concrete foundations to accommodate the placement of the Applicant's proprietary radio electronics equipment. The equipment will be housed in a prefabricated cabinet or shelter that will contain: (i) the transmitting and receiving equipment required to connect the WCF with the Applicant's users in Kentucky, (ii) telephone lines that will link the WCF with the Applicant's other facilities, (iii) battery back-up that will allow the Applicant to operate even after a loss of outside power, and (iv) all other necessary appurtenances. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as **Exhibit B** and **Exhibit C**. Periodic inspections will be performed on the WCF in accordance with the applicable regulations or requirements of the PSC.

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

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

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

10. FAA notice is required for the proposed construction, and lighting or marking requirements may be applicable to this facility. A copy of the Notice of Proposed

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

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

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

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

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

15. Applicant, pursuant to a written agreement, has acquired the right to use the WCF site and associated property rights. A copy of the agreement or an abbreviated

agreement recorded with the County Clerk is attached as **Exhibit J**. Also included as part of **Exhibit J** is the portion of the full agreement demonstrating that in the case of abandonment a method is provided to dismantle and remove the cellular antenna tower, including a timetable for removal.

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

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

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

19. The possibility of high winds has been considered in the design of this tower. The tower has been designed and engineered by professional engineers using computer assistance and the same accepted codes and standards as are typically used for high-rise building construction. The tower design is in accordance with ANSI/EIA-222-F standards,

for a wind load of 70 m.p.h. basic wind speed with 1/2" radial ice.

20. The site development plan signed and sealed by a professional engineer registered in Kentucky was prepared by Richard C. Barrios. The site survey was performed by W.K. Westerman. Sheet Number 03 of **Exhibit B** is drawn to a scale of no less than one (1) inch equals 200 feet, and identifies every owner of real estate within 500 feet of the proposed tower (according to the records maintained by the County Property Valuation Administrator). Every structure and every easement within 500 feet of the proposed tower or within 200 feet of the access road including intersection with the public street system is illustrated in **Exhibit B**.

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

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

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

24. The general area where the proposed facility is to be located is rural farmland. The surrounding area is vacant and heavily wooded in all directions. There are no residential structures located within a 500-foot radius of the proposed tower location.

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

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

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

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

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

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

Respectfully submitted,

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

LIST OF EXHIBITS

A - Business Entity and FCC License Documentation

B - Site Development Plan:

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

C - Tower and Foundation Design and Qualifications Statement

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

E - Co-location Report

F - Application to FAA

G - Application to Kentucky Airport Zoning Commission

H - Geotechnical Report

I - Directions to WCF Site

J - Copy of Real Estate Agreement

K - Notification Listing

L - Copy of Property Owner Notification

M - Copy of County Judge/Executive Notice

N - Copy of Posted Notices

O - Copy of Radio Frequency Design Search Area

EXHIBIT A
BUSINESS ENTITY AND FCC LICENSE DOCUMENTATION

Commonwealth of Kentucky
Trey Grayson
Secretary of State

Certificate of Authorization

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

NEW CINGULAR WIRELESS PCS, LLC

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

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

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

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

COMMONWEALTH OF KENTUCKY
OFFICE OF SECRETARY OF STATE

Trey Grayson
Secretary of State
Commonwealth of Kentucky
10293/0481848

Federal Communications Commission
Wireless Telecommunications Bureau

Radio Station Authorization (Reference Copy)

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

Licensee: Orange Licenses Holding, LLC

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

FCC Registration Number (FRN): 0012362919	
Call Sign: KNKN956	**File Number:**
Radio Service: CL - Cellular	
Market Number CMA450	**Channel Block** B
Market Name Kentucky 8 - Mason	**Sub-Market Designator** 0

Grant Date	Effective Date	Expiration Date	Five Yr Build-Out Date	Print Date
08/21/2001	09/29/2005	10/01/2011	03/13/1997	01/24/2006

Site Information

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

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

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

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

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

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

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

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

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

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

Location	**Latitude**	**Longitude**	**Ground Elevation**	**Structure Hgt to Tip**	**Antenna Structure**

			(meters)	(meters)		Registration No.
6	38-35-58.3 N	083-10-00.7 W	319.6	60.7		
Address			**City**	**County**	**State**	**Construction Deadline**
803 Highway 546-State Route10			GARRISON	LEWIS	KY	

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

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

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

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

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

Control Points

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

Waivers/Conditions

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

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

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

FCC 601 - C
August 2002

CLOSE WINDOW

EXHIBIT B

SITE DEVELOPMENT PLAN:

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

cingular WIRELESS

SITE NUMBER: 450G0137
SITE NAME: MEANS

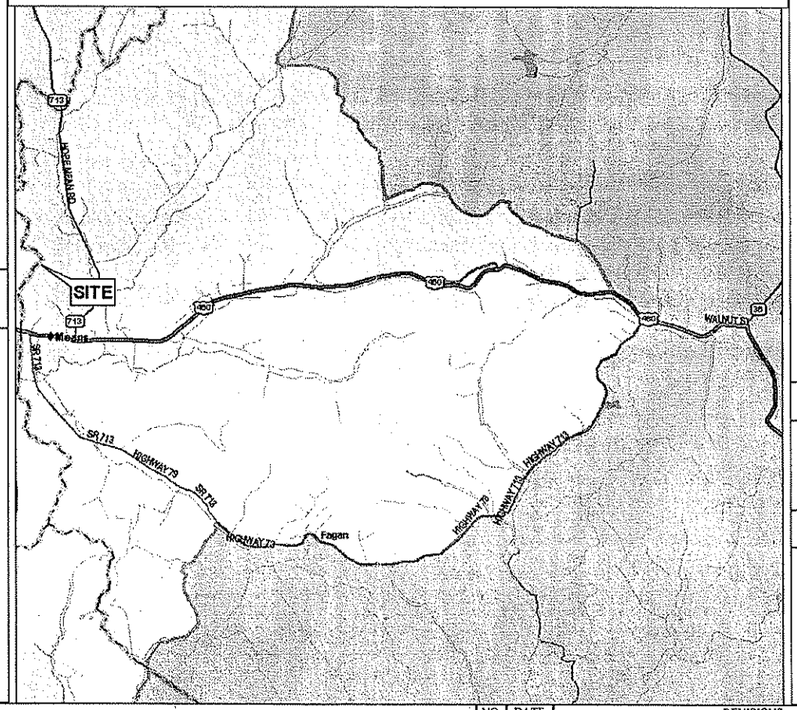
PROJECT INFORMATION

SCOPE OF WORK:	NEW SELF SUPPORT TOWER / UNMANNED TELECOMMUNICATIONS FACILITY
SITE ADDRESS:	WHISPERING PINES MEANS, KY 40346
LATITUDE:	37° 57' 38.19"
LONGITUDE:	83° 46' 12.58"
JURISDICTION:	PUBLIC SERVICE COMMISION
CURRENT USE:	WOODED HILLSIDE
PROPOSED USE:	TELECOMMUNICATIONS FACILITY
PROPERTY OWNER:	LAWSON REAL ESTATE, INC. P.O. BOX 90 MAIN STREET FRENCHBURG, KY 40322

DIRECTIONS TO SITE

FROM FRENCHBURG (MENIFEE COUNTY SEAT). FOLLOW WALNUT ST TO US460. TURN RIGHT ONTO US460 AND FOLLOW APPROX 8.18 MILES TO MEADOWVIEW DRIVE ON THE RIGHT. TAKE A RIGHT AND GO THROUGH TH CUL-de-sac AND TURN LEFT ONTO LANDRUM. GO RIGHT AT THE FIRST STREET (WISPERING PINES) AND AT THAT HARD RIGHT, GO STRAIGHT PAST THE NO TRESPASSING SIGN. FOLLOW THIS LOG ROAD TO THE TO END AT A LARGE REVINE. CONTINUE PAST THE REVINE UP HILL TO SITE.

VICINITY MAP



APPLICABLE BUILDING CODES AND STANDARDS

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

BUILDING CODE:
[UNIFORM BUILDING CODE (UBC), 1997 AS ADOPTED BY KENTUCKY

ELECTRICAL CODE:
[NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70 – 2005, NATIONAL ELECTRICAL CODE, AS ADOPTED BY KENTUCKY
LIGHTNING PROTECTION CODE:
[NFPA 780 – 2005, LIGHTNING PROTECTION CODE]

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

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

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

TELCORDIA GR-1275, GENERAL INSTALLATION REQUIREMENTS

TELCORDIA GR-1503, COAXIAL CABLE CONNECTIONS

ANSI T1.311, FOR TELECOM – DC POWER SYSTEMS – TELECOM, ENVIRONMENTAL PROTECTION

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

DRAWING INDEX

REV		
0	01	TITLE SHEET
0	02	SITE SURVEY
0	03	500'-0" RADIUS MAP
0	04	OVERALL SITE PLAN
0	05	ENLARGED SITE PLAN
0	06	ELEVATION PLAN

TOWER OWNER

NEW CINGULAR WIRELESS PCS, LLC
d/b/a CINGULAR WIRELESS
1650 LYNDON FARMS COURT
LOUISVILLE, KY 40223

APPROVAL SIGNATURES

CINGULAR WIRELESS

CONSTRUCTION:

PROPERTY OWNER

SIGNATURE:

STATE OF KENTUCKY
RICHARD C. BARRIOS
15819
LICENSED PROFESSIONAL ENGINEER

MEDLEY'S
PROJECT MANAGEMENT
376 POUNDS LANE, SIMPSONVILLE, KENTUCKY 40067
CONTACT: DON HALL
PHONE: (502) 722-5697
FAX: (502) 722-5691

MEANS
SITE NO. 450GO137
WHISPERING PINES
MEANS, KENTUCKY 40346

cingular WIRELESS

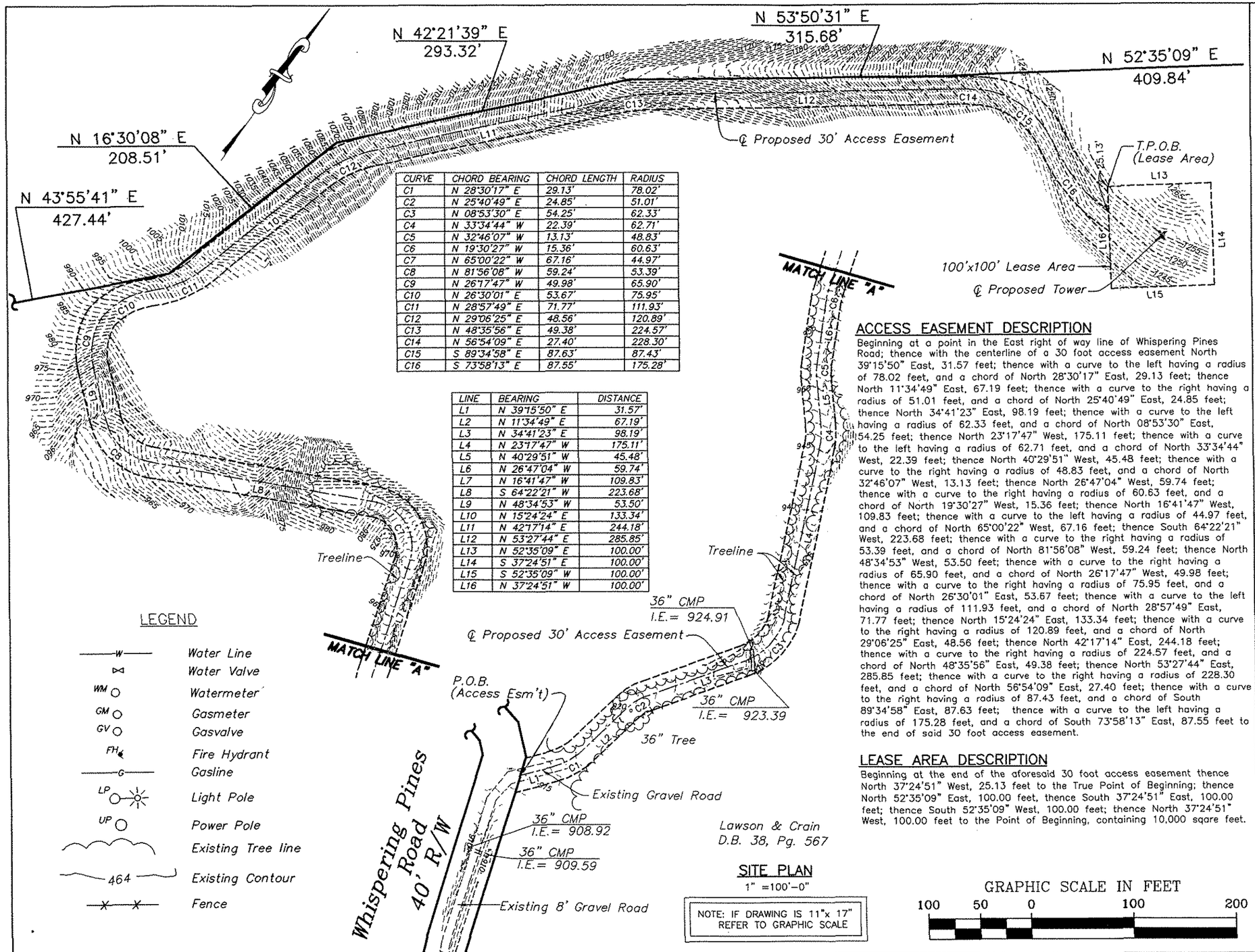
NO.	DATE	REVISIONS	BY	CHK	APP'D

MPM PROJ NUMBER: M-510
DRAWN BY: DON HALL
DRAWING SCALE: AS LISTED ON DRAWING
DATE: 10/5/05

ENGINEER STAMP

TITLE SHEET (ZONING DOC'S)

SHEET NUMBER	REVISION NUMBER
01	



CURVE	CHORD BEARING	CHORD LENGTH	RADIUS
C1	N 28°30'17" E	29.13'	78.02'
C2	N 25°40'49" E	24.85'	51.01'
C3	N 08°53'30" E	54.25'	62.33'
C4	N 33°34'44" W	22.39'	62.71'
C5	N 32°46'07" W	13.13'	48.83'
C6	N 19°30'27" W	15.36'	60.63'
C7	N 65°00'22" W	67.16'	44.97'
C8	N 81°56'08" W	59.24'	53.39'
C9	N 26°17'47" W	49.98'	65.90'
C10	N 26°30'01" E	53.67'	75.95'
C11	N 28°57'49" E	71.77'	111.93'
C12	N 29°06'25" E	48.56'	120.89'
C13	N 48°35'56" E	49.38'	224.57'
C14	N 56°54'09" E	27.40'	228.30'
C15	S 89°34'58" E	87.63'	87.43'
C16	S 73°58'13" E	87.55'	175.28'

LINE	BEARING	DISTANCE
L1	N 39°15'50" E	31.57'
L2	N 11°34'49" E	67.19'
L3	N 34°41'23" E	98.19'
L4	N 23°17'47" W	175.11'
L5	N 40°29'51" W	45.48'
L6	N 26°47'04" W	59.74'
L7	N 16°41'47" W	109.83'
L8	S 64°22'21" W	223.68'
L9	N 48°34'53" W	53.50'
L10	N 15°24'24" E	133.34'
L11	N 42°17'14" E	244.18'
L12	N 53°27'44" E	285.85'
L13	N 52°35'09" E	100.00'
L14	S 37°24'51" E	100.00'
L15	S 52°35'09" W	100.00'
L16	N 37°24'51" W	100.00'

LEGEND

- Water Line
- Water Valve
- Watermeter
- Gasmeter
- Gasvalve
- Fire Hydrant
- Gasline
- Light Pole
- Power Pole
- Existing Tree line
- 464 Existing Contour
- Fence

SITE PLAN

1" =100'-0"

NOTE: IF DRAWING IS 11"x 17" REFER TO GRAPHIC SCALE

GRAPHIC SCALE IN FEET

100 50 0 100 200

ACCESS EASEMENT DESCRIPTION

Beginning at a point in the East right of way line of Whispering Pines Road; thence with the centerline of a 30 foot access easement North 39°15'50" East, 31.57 feet; thence with a curve to the left having a radius of 78.02 feet, and a chord of North 28°30'17" East, 29.13 feet; thence North 11°34'49" East, 67.19 feet; thence with a curve to the right having a radius of 51.01 feet, and a chord of North 25°40'49" East, 24.85 feet; thence North 34°41'23" East, 98.19 feet; thence with a curve to the left having a radius of 62.33 feet, and a chord of North 08°53'30" East, 54.25 feet; thence North 23°17'47" West, 175.11 feet; thence with a curve to the left having a radius of 62.71 feet, and a chord of North 33°34'44" West, 22.39 feet; thence North 40°29'51" West, 45.48 feet; thence with a curve to the right having a radius of 48.83 feet, and a chord of North 32°46'07" West, 13.13 feet; thence North 26°47'04" West, 59.74 feet; thence with a curve to the right having a radius of 60.63 feet, and a chord of North 19°30'27" West, 15.36 feet; thence North 16°41'47" West, 109.83 feet; thence with a curve to the left having a radius of 44.97 feet, and a chord of North 65°00'22" West, 67.16 feet; thence South 64°22'21" West, 223.68 feet; thence with a curve to the right having a radius of 53.39 feet, and a chord of North 81°56'08" West, 59.24 feet; thence North 48°34'53" West, 53.50 feet; thence with a curve to the right having a radius of 65.90 feet, and a chord of North 26°17'47" West, 49.98 feet; thence with a curve to the right having a radius of 75.95 feet, and a chord of North 26°30'01" East, 53.67 feet; thence with a curve to the left having a radius of 111.93 feet, and a chord of North 28°57'49" East, 71.77 feet; thence North 15°24'24" East, 133.34 feet; thence with a curve to the right having a radius of 120.89 feet, and a chord of North 29°06'25" East, 48.56 feet; thence North 42°17'14" East, 244.18 feet; thence with a curve to the right having a radius of 224.57 feet, and a chord of North 48°35'56" East, 49.38 feet; thence North 53°27'44" East, 285.85 feet; thence with a curve to the right having a radius of 228.30 feet, and a chord of North 56°54'09" East, 27.40 feet; thence with a curve to the right having a radius of 87.43 feet, and a chord of South 89°34'58" East, 87.63 feet; thence with a curve to the left having a radius of 175.28 feet, and a chord of South 73°58'13" East, 87.55 feet to the end of said 30 foot access easement.

LEASE AREA DESCRIPTION

Beginning at the end of the aforesaid 30 foot access easement thence North 37°24'51" West, 25.13 feet to the True Point of Beginning; thence North 52°35'09" East, 100.00 feet, thence South 37°24'51" East, 100.00 feet; thence South 52°35'09" West, 100.00 feet; thence North 37°24'51" West, 100.00 feet to the Point of Beginning, containing 10,000 sqare feet.

GEOGRAPHIC COORDINATES FOR CENTER OF TOWER

NAD 83 State Plane	N: 168096.571
	E: 1778762.549
NAD 27 State Plane	N: 168096.568
	E: 1778762.546
NAD 83 Geographic	37° 57'38.1948"
	83° 46'12.5460"
NAD 27 Geographic	37° 57'32.6836"
	85° 01'02.3230"

PROPERTY OWNER INFORMATION:

Lawson Real Estate, Inc.
Philip Lawson
P.O. Box 90 Main St.
Frenchburg, KY. 40322
(502) 606-768-3583

FAA 1A ACCURACY

The provided site coordinates and vertical height are within FAA "1A" horizontal and vertical accuracy tolerances, or better as set forth by the FAA.

FLOOD PLAIN STATEMENT

According to the Federal Emergency Management Agency (FEMA), Menifee County is enrolled in the Flood Hazard Program. However, mapping is not currently available.

NOTE

Location of underground utilities are approximate and are based on available plans. Neither the surveyor nor his representatives have verified or observed the actual installation of these utilities.

SURVEYOR'S NOTES

1. This survey is subject to a statement of facts which may be disclosed by an Abstract of Title or a complete Title Commitment Policy. This documentation was not provided by the client.

2. No search of public records has been performed by this firm to determine any defects and/or ambiguities in the title of the parent tract.

3. The topographic information contained on this plat was as requested by the Client and may or may not represent all of the topographic features located on the subject property.

TOWER BASE:

LATITUDE: 37°-57'-38.19" N
LONGITUDE: 83°-46'-12.58" W
(PER NORTH AMERICAN DATUM OF 1983)
GROUND ELEVATION: 1,254.73'±
(PER NATIONAL GEODETIC VERTICAL DATUM OF 1988)

STATE OF KENTUCKY
W. K. WESTERMAN
2675
LICENSED PROFESSIONAL
LAND SURVEYOR

LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat has been compiled from a survey actually made upon the ground under my direct supervision on July 20, 2005 by the method of random traverse with sideshots. The precision ratio of the traverse exceeds 1:10,000 and was adjusted.

Licensed Professional Land Surveyor — Date 1-26-06

WESTERMAN & ASSOCIATES, INC.
LAND SURVEYING
10213 LINN STATION RD., STE. 3A, LOUISVILLE, KY 40223 (502) 742-9025

MEANS CELL TOWER
WHISPERING PINES ROAD
MEANS, KY. 40346

cingular WIRELESS

NO.	DATE	REVISIONS	BY	CHK	APP'D

SCALE: AS SHOWN | DESIGNED BY: | DRAWN BY: GH

CINGULAR WIRELESS

TOPOGRAPHIC SURVEY

SHEET NUMBER 2 | REV 1

LEGEND

Adjacent Properties

Subject Property

Building

Adjacent Property Owners

(9) (1) Lawson Real Estate
P.O. Box 90
Frenchburg, KY 40322
Map 3, Tax Lot 16

(2) Gladys Sparks
354 Hope Means Road
Means, KY 40346

(3) Thomas McCoy Trust
C/O Shirley McCoy
Route 1, Box 195
Jeffersonville, KY 40337

(4) Okie Shepherd
1141 Hope-Means Road
Means, KY 40346

(5) Larry Reed
306 Chenoult Lane
Mt. Sterling, KY 40353

(8) (7) (6) J.B. & Geraldine Amburgey
P.O. Box 47
Means, KY 40346

GRAPHIC SCALE IN FEET

800 400 0 800 1600

1 inch = 800 ft.

SITE PLAN

1" = 800'

NOTE: IF DRAWING IS 11"x 17" REFER TO GRAPHIC SCALE

LAND SURVEYOR'S CERTIFICATE

I hereby certify that the information shown is correct to the best of my knowledge and it is in accordance with the records found in the P.V.A. office of Menifee Couty and Montgomery County on August 1, 2005.

1-26-06

Licensed Professional Land Surveyor — Date

WESTERMAN & ASSOCIATES, INC.
LAND SURVEYING
10213 LINN STATION RD. STE. 3A LOUISVILLE, KY 40223 • (502) 742-9025

MEANS
WHISPERING PINES ROAD
MEANS, KY. 40346

cingular WIRELESS

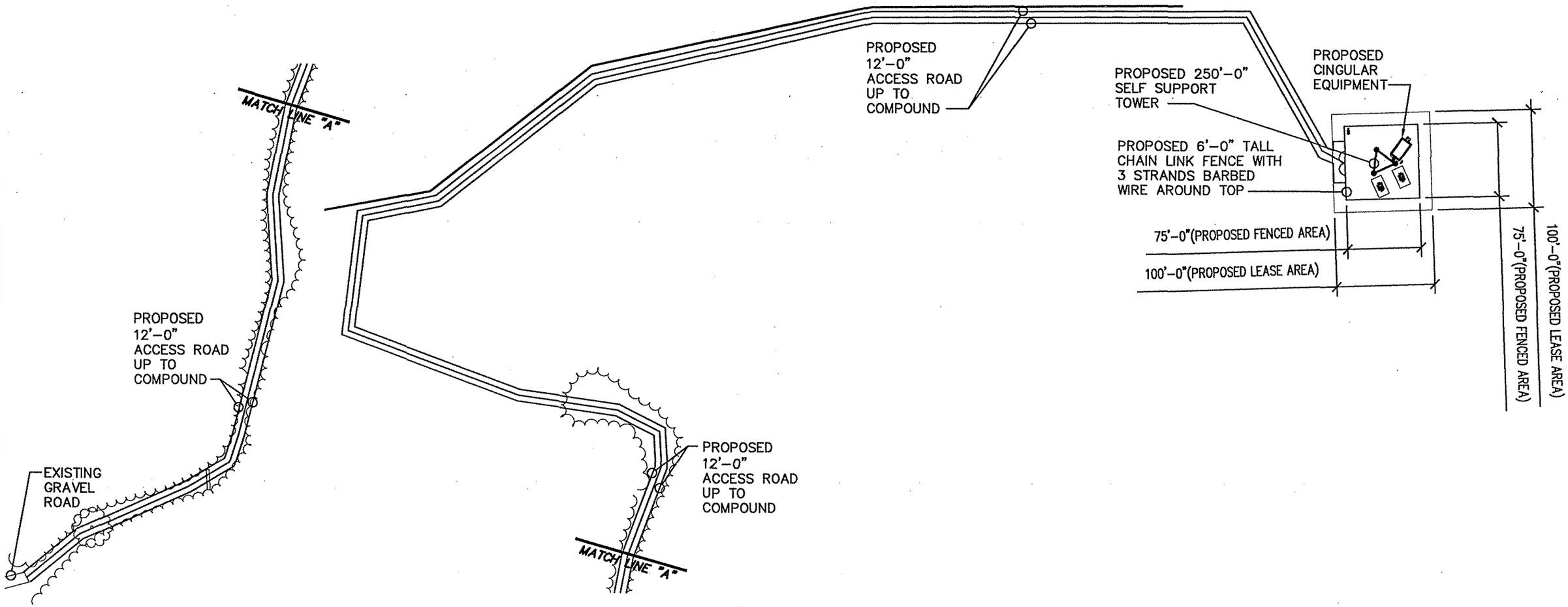
NO.	DATE	REVISIONS	BY	CHK	APPD

WAI PROJECT NUMBER: 205098
DRAWN BY: RG
DRAWING SCALE: AS LISTED ON DRAWING
DATE: 1/24/06

CINGULAR WIRELESS

500' RADIUS MAP

SHEET NUMBER	REVISION NUMBER
03	



0 50' 100' 200'

SCALE: 1"= 100'-0"

OVERALL SITE PLAN

(SCALE REFERANCES 11x17 DRAWINGS)

NORTH (FIELD VERIFY)

MEDLEY'S
PROJECT MANAGEMENT
376 POUNDS LANE, SIMPSONVILLE, KENTUCKY 40067
CONTACT: DON HALL
PHONE: (502) 722-5697
FAX: (502) 722-5691

MEANS
SITE NO. 450GO137
WHISPERING PINES
MEANS, KENTUCKY 40346

cingular WIRELESS

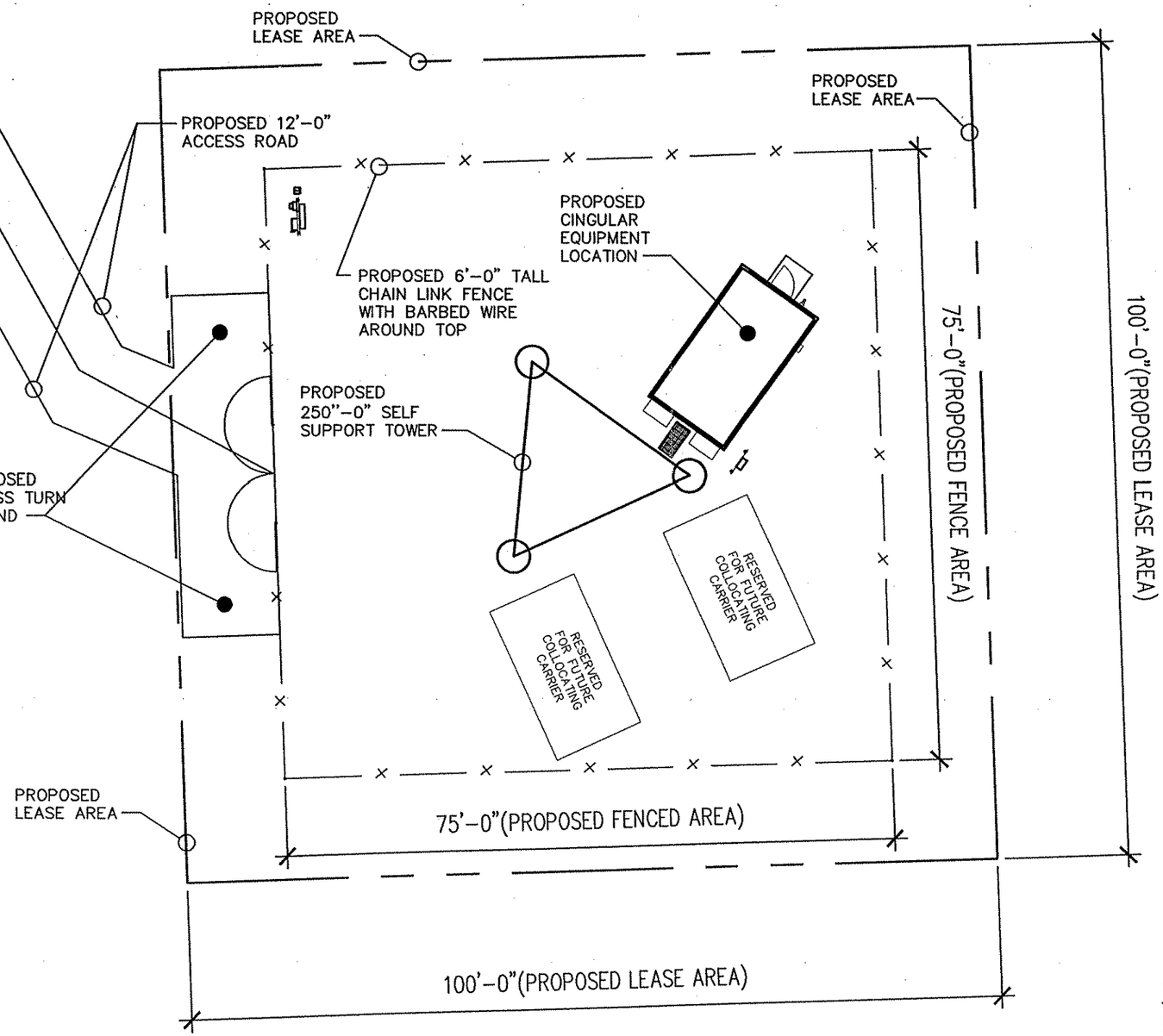
NO.	DATE	REVISIONS	BY	CHK	APP'D

MPM PROJ NUMBER: M-510
DRAWN BY: DON HALL
DRAWING SCALE: AS LISTED ON DRAWING
DATE: 10/5/05

STATE OF KENTUCKY
RICHARD C. BARRIOS
ENGINEER STAMP: 16679
LICENSED PROFESSIONAL ENGINEER
1-25-06

OVERALL SITE PLAN

SHEET NUMBER	REVISION NUMBER
04	



SITE PLAN

0 16' 32' 64'

SCALE: 1/32"= 1'-0" (IF PRINTED 11x17 DWGS)

NORTH (FIELD VERIFY)

STATE OF KENTUCKY
RICHARD C. BARRICK
ENGINEER STAMP 15619
LICENSED PROFESSIONAL ENGINEER

MEDLEY'S
PROJECT MANAGEMENT
376 POUNDS LANE, SIMPSONVILLE, KENTUCKY 40067
CONTACT: DON HALL
PHONE: (502) 722-5697
FAX: (502) 722-5691

MEANS
SITE NO. 450GO137
WHISPERING PINES
MEANS, KENTUCKY 40346

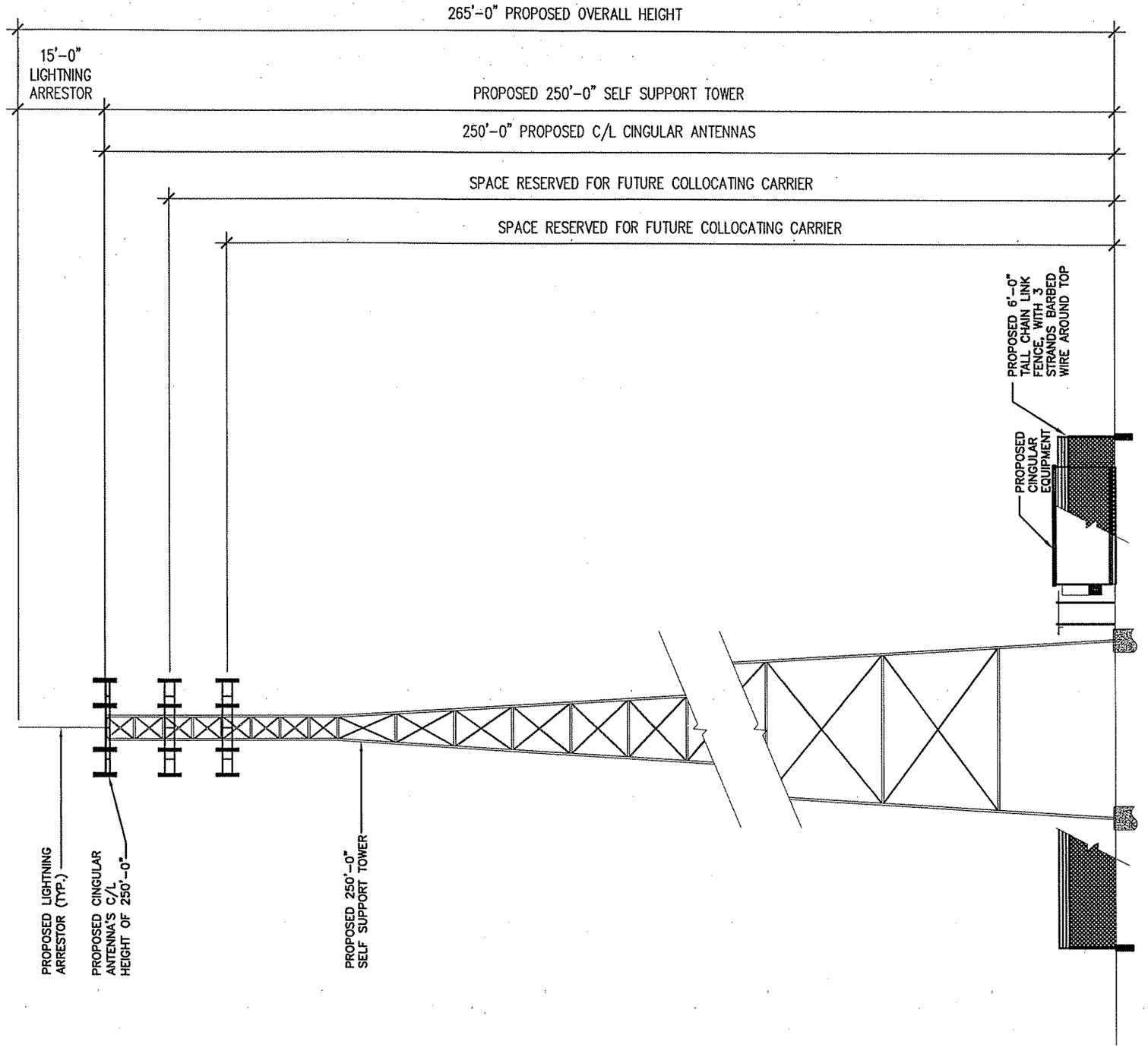
cingular WIRELESS

NO.	DATE	REVISIONS	BY	CHK	APP'D

MPM PROJ NUMBER: M-510
DRAWN BY: DON HALL
DRAWING SCALE: AS LISTED ON DRAWING
DATE: 10/5/05

ENLARGED SITE PLAN
"ZONING DOCUMENTS"

SHEET NUMBER	REVISION NUMBER
05	



SITE ELEVATION PLAN

NOT TO SCALE

MEDLEY'S
PROJECT MANAGEMENT
376 POUNDS LANE, SIMPSONVILLE, KENTUCKY 40067
CONTACT: DON HALL
PHONE: (502) 722-5697
FAX: (502) 722-5691

MEANS
SITE NO. 450GO137
WHISPERING PINES
MEANS, KENTUCKY 40346

cingular WIRELESS

NO.	DATE	REVISIONS	BY	CHK	APP'D

MPM PROJ NUMBER: M-510
DRAWN BY: DON HALL
DRAWING SCALE: AS LISTED ON DRAWING
DATE: 10/5/05

ENGINEER STAMP:
STATE OF KENTUCKY
RICHARD C. BARRIOS
LICENSED PROFESSIONAL ENGINEER
1-25-06

ELEVATION PLAN (ZONING DOC'S)

SHEET NUMBER	REVISION NUMBER
06	

EXHIBIT C
TOWER AND FOUNDATION DESIGN
AND
STATEMENT OF QUALIFICATIONS

Sabre Communications Corporation ™

Guyed and Self-Supporting Towers, Monopoles,
HF Antenna Systems and Turnkey Installations

January 11, 2006

Mr. Roy Johnson
Medley's Project Management
376 Pounds Lane
Simpsonville, KY 40067

Re: 250' S3TL self-supporting tower at Means, KY (Sabre # 06-01001)

Dear Mr. Johnson,

Thank you for your inquiry concerning tower design codes as they relate to your proposed tower for the Means, KY site. The ANSI/TIA/EIA 222 standard is the generally accepted standard for the design of towers nationwide, and is referred to by most building codes. The TIA 222 standard represents the specific minimum requirements for tower engineers and manufacturers to follow to help assure that the structure, anchors and foundations are designed to meet the most realistic conditions for local weather while assuring that the tower is designed to stringent factors of safety.

As requested, we have designed a 250' tower to support the specified antenna loading in accordance with the ANSI/TIA/EIA 222-F standard at 70 mph and 1/2" radial ice. It should be noted this design criteria is not the failure wind speed. It is the design wind speed and thus, the tower would be predicted to fail at a higher wind speed.

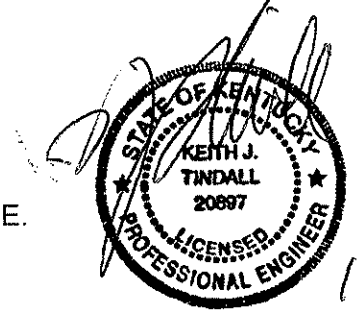
With all this said, the design standards and practices have added to the conservative nature of the design process by including only the minimum strengths associated with the materials used in the tower. For instance, it is not unusual for the actual steel strengths exhibited in the final product shipped to the site to be higher than the design minimums used in our computer models. Thus, the computer analysis of the tower is a worst-case condition. It represents the minimum capacities that the tower will be required to exhibit.

Obviously, as with any product, a product's quality is dependent upon the processes employed and people who design and fabricate the structure. In order to ensure high quality, Sabre only employs welders who are certified and have complied with the requirements of AWS D1.1. In order to maintain quality, we employ a weld inspector fluent in the requirements of AWS D1.1 to inspect and train our personnel.

As Chief Engineer of the company and a licensed P.E. or S.E. in 50 states, Puerto Rico and the District of Columbia, I oversee the engineering and application of our towers. I have a Bachelor of Architectural Engineering degree from Penn State University and a Master of Civil Engineering degree from Drexel University—both with emphasis in structural engineering. I have been Chief Engineer at Sabre since 1998.

If you need anything else, please let us know.

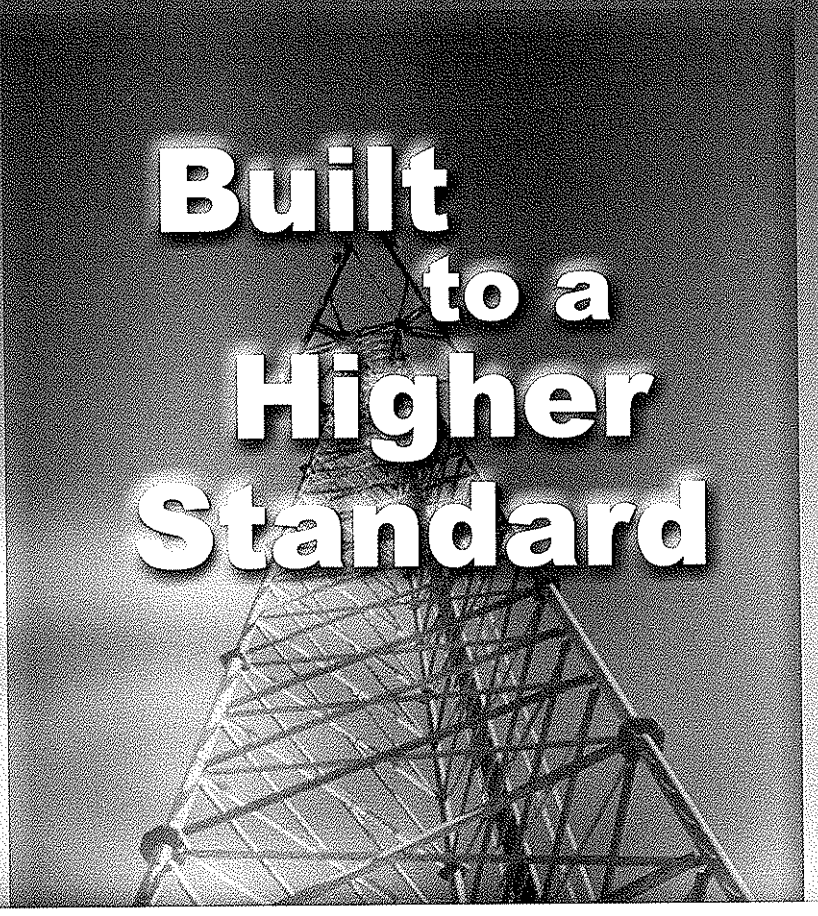
Sincerely,



1/11/06

Keith J. Tindall, P.E.
Chief Engineer

2101 Murray Street • P.O. Box 658 • Sioux City, IA 51102-0658 • 712.258.6690 • Fax 712.258.8250 • www.sabrecom.com



MEDLEY'S PROJECT MANAGEMENT INC

Permit Pkg with Foundation

Means, KY

Sabre Job Number 06-01001

STAMPED PERMIT DRAWINGS

YOUR SABRE
REPRESENTATIVE IS
Jason Black
1-800-369-6690 EXT. 169

Sabre Communications Corporation ™

2101 Murray Street • P.O. Box 658 • Sioux City, IA 51102
Phone 712-258-6690 • FAX 712-258-8250

Sabre Communications Corporation ™

Structural Design Report

250' S3TL (29 Family) Self-Supporting Tower
located at: Means, KY

prepared for: MEDLEY'S PROJECT MANAGEMENT INC
by: Sabre Communications Corporation ™

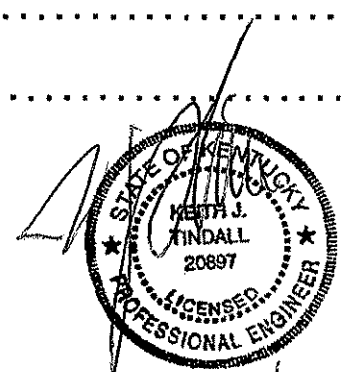
Job Number: 06-01001

January 4, 2006

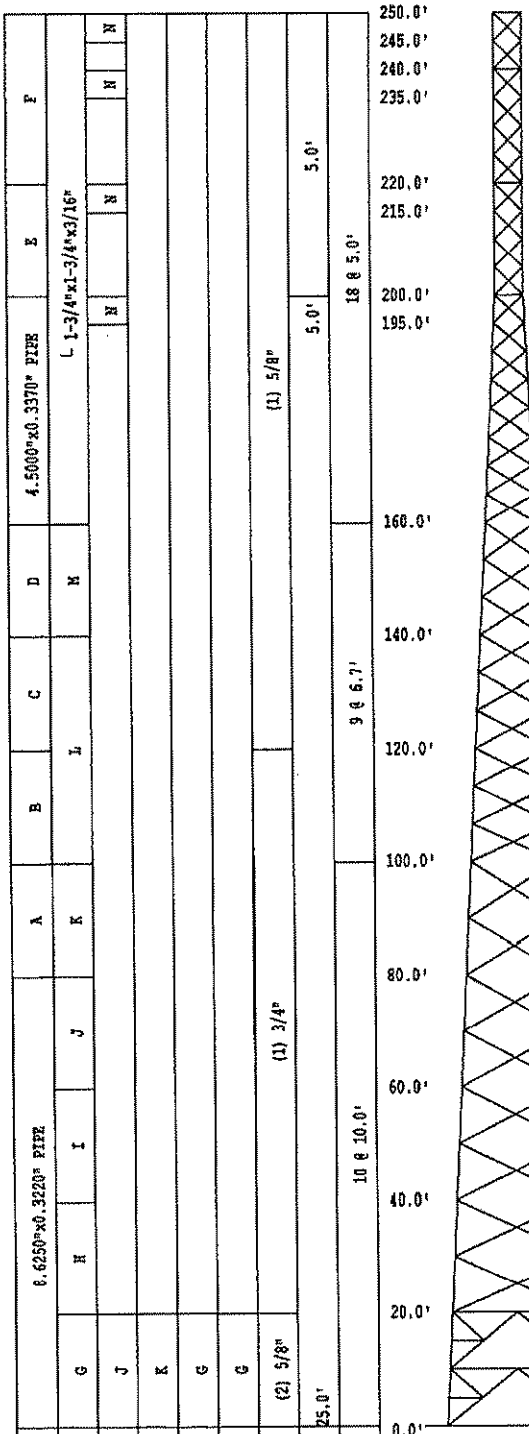
Prepared by AKA

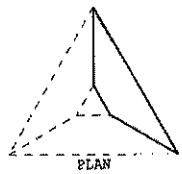
Checked by JAV

Approved by KJT



11/10/06





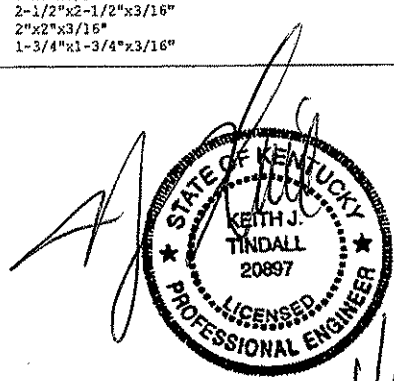
NOTES:
1. The tower model is S3TL (29 Family).
2. Transmission lines are to be attached to standard 6-over-6 waveguide ladders.
3. Azimuths are relative (not based on true north).
4. Foundation loads shown are maximums.
5. (8) 1 1/2" dia. A572 anchor bolts per leg. Minimum 48.5" embedment from top of concrete to top of nut.
6. All unequal angles are oriented with the short leg vertical.

ANTENNA LIST

NO	ELEV	ANTENNA	TX-LINE
1	250'	(12) 8' x 1' x 3in + 3T-Boom	(12) 1 5/8
2	250'	(6) TMA	
3	235'	(12) 8' x 1' x 3in + 3T-Boom	(12) 1 5/8
4	220'	(12) 8' x 1' x 3in + 3T-Boom	(12) 1 5/8

MATERIAL LIST

NO	TYPE
A	6.6250"x0.4320" PIPE
B	6.6250"x0.2800" PIPE
C	5.5625"x0.3750" PIPE
D	4.5000"x0.4380" 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"



1/10/06

TOTAL FOUNDATION LOADS

B=36.73k
V=78.54k
M=5269.76k-ft
T=0.00k-ft

INDIVIDUAL FOOTING LOADS

B=22.66k
V=259.85k
U=-212.93k

Sabre Communications

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

Phone: (712) 258-6690 Fax: (712) 258-6250

Client: MEDLEY'S PROJECT MANAGEMENT INC Job No: 06-01001 Date: 4 jan 2006

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

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

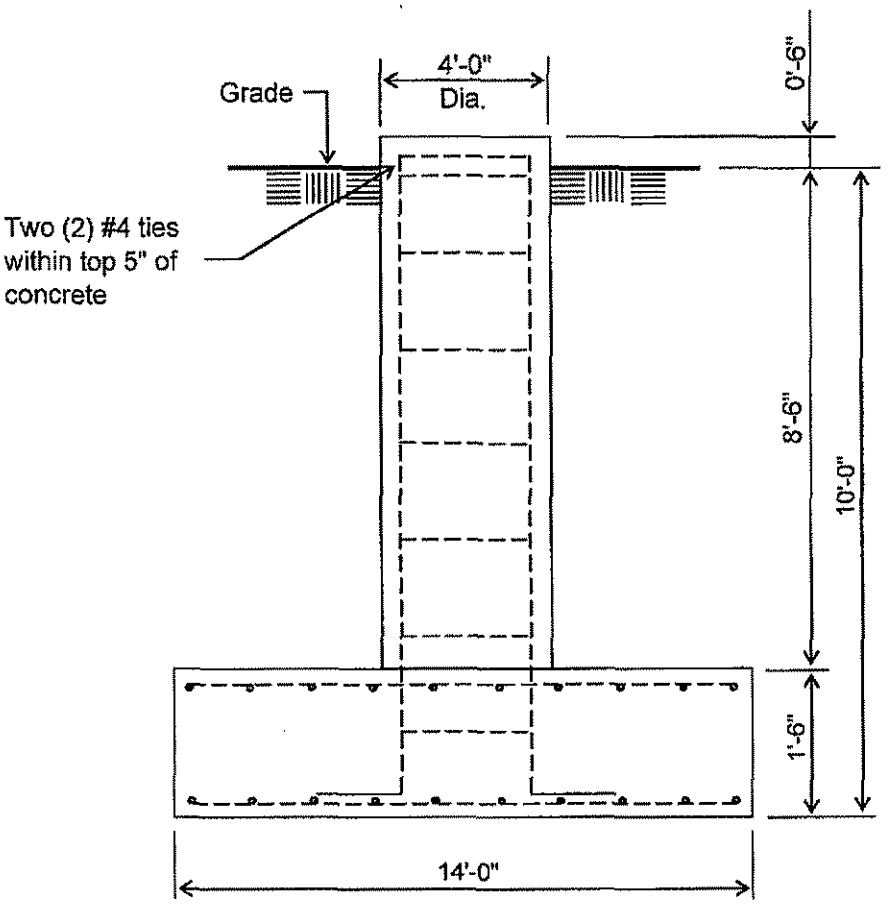
Project: C:\Guymast\S3TL-29-06-01001.LOD

Customer: MEDLEY'S PROJECT MANAGEMENT INC
Site: Means, 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

STATE OF KENTUCKY
KEITH J. TINDALL
20897
LICENSED PROFESSIONAL ENGINEER

1/9/06



ELEVATION VIEW
(15.08 Cu. Yds. each)
(3 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".

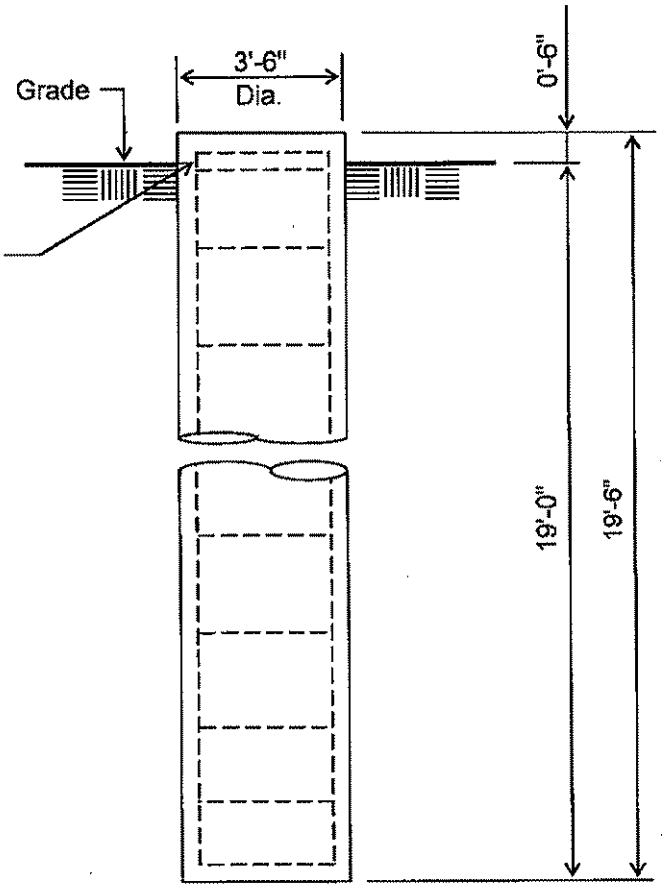
5). The foundation design is based on the geotechnical report by Terracon, project no. 57057337G, dated November 7, 2005.

6). See the geotechnical report for compaction requirements, if specified.

Rebar Schedule per Pad and Pier	
Pier	(16) #7 vertical rebar w/hooks at bottom w/#4 ties, two (2) within top 5" of pier then 12" C/C
Pad	(16) #7 horizontal rebar evenly spaced each way top and bottom (64 Total)

Customer: MEDLEY'S PROJECT MANAGEMENT INC
Site: Means, 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



ELEVATION VIEW
(6.95 Cu. Yds. each)
(3 REQUIRED)

Notes:

1). Concrete shall have a minimum 28-day compressive strength of 3000 PSI, in accordance with ACI 318-02.

2). Rebars 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 Terracon, project no. 57057337G, dated November 7, 2005.

6). See the geotechnical report for drilled pier installation requirements, if specified.

Rebar Schedule per Pier	
Pier	(14) #7 vertical rebar w/#4 ties, two (2) within top 5" of pier then 12" C/C

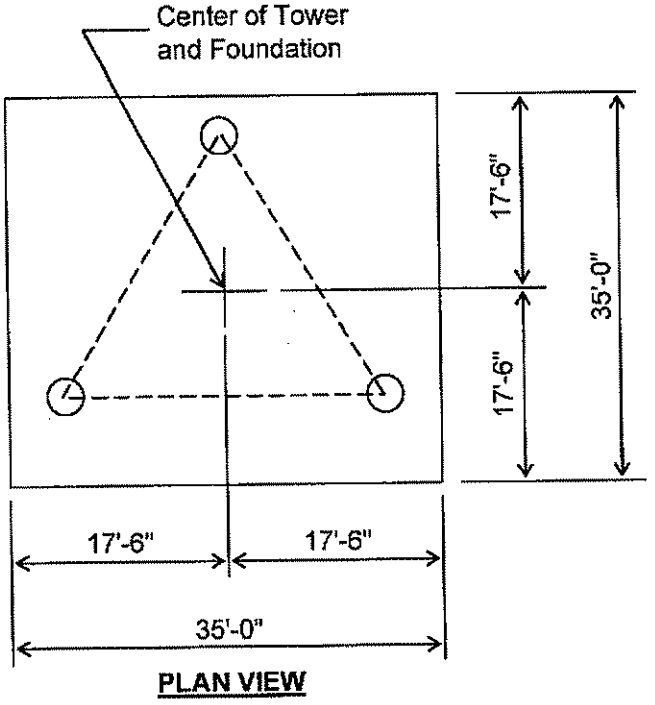
2101 Murray St - P.O. Box 658 - Sioux City, IA 51102-0658 - Phone 712.258.6690 - Fax 712.258.8250

Sabre Communications Corporation ™

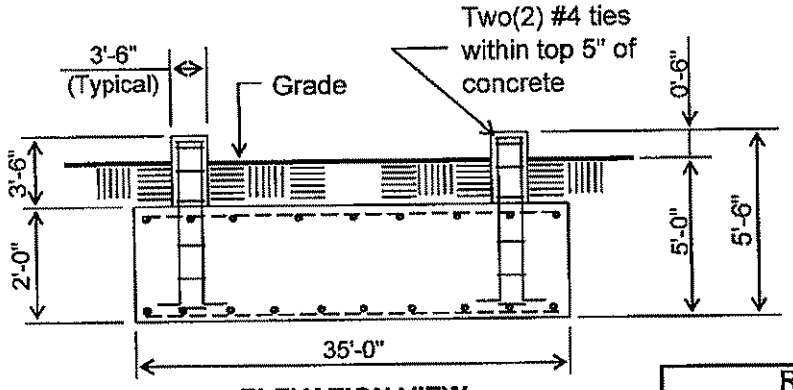
Customer: MEDLEY'S PROJECT MANAGEMENT INC
Site: Means, KY

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

STATE OF KENTUCKY
KEITH J. TINDALL
20897
LICENSED PROFESSIONAL ENGINEER
1/10/06



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.

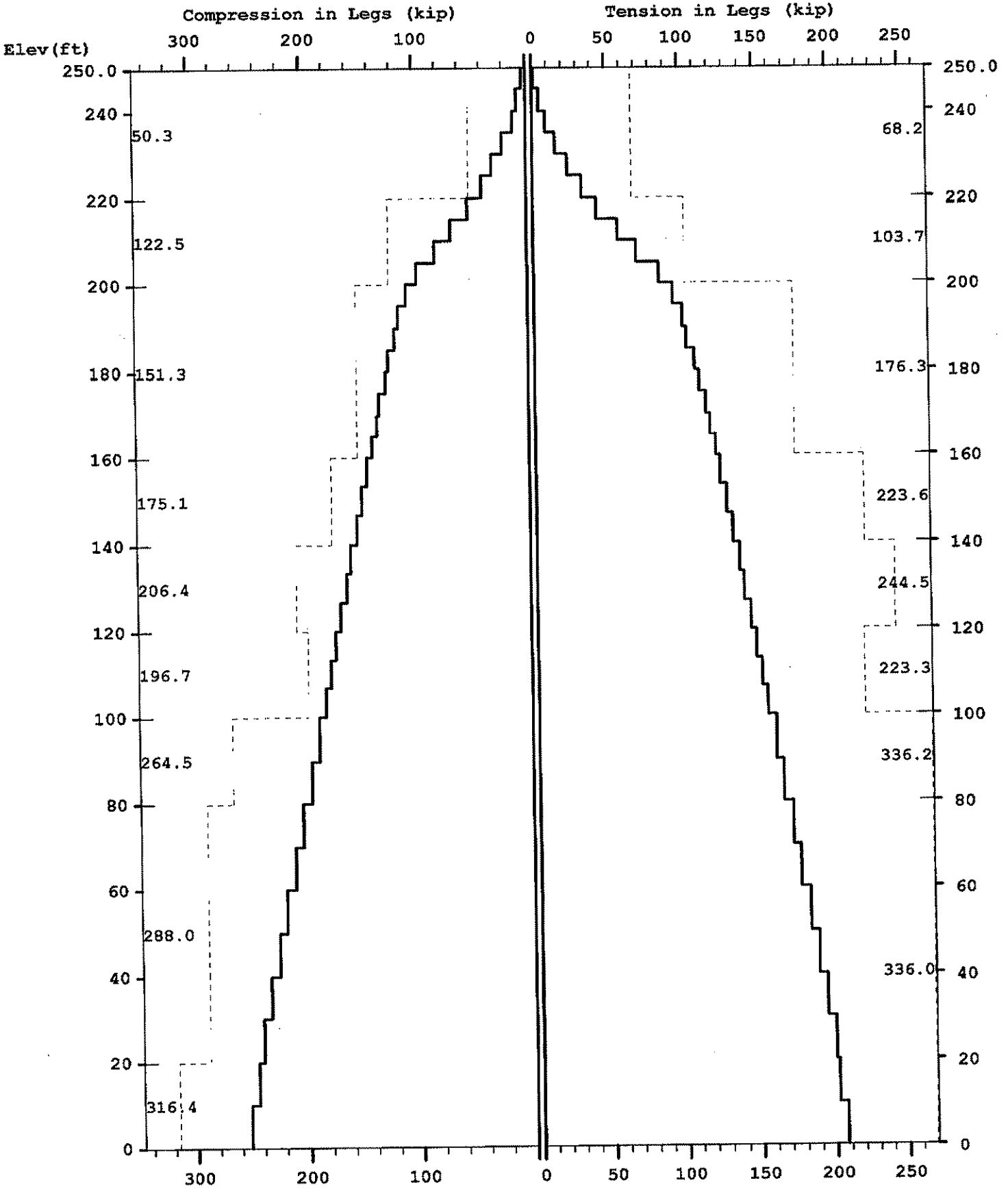
4). All exposed concrete corners to be chamfered 3/4".

5). The foundation design is based on the geotechnical report by Terracon, project no. 57057337G, dated November 7, 2005.

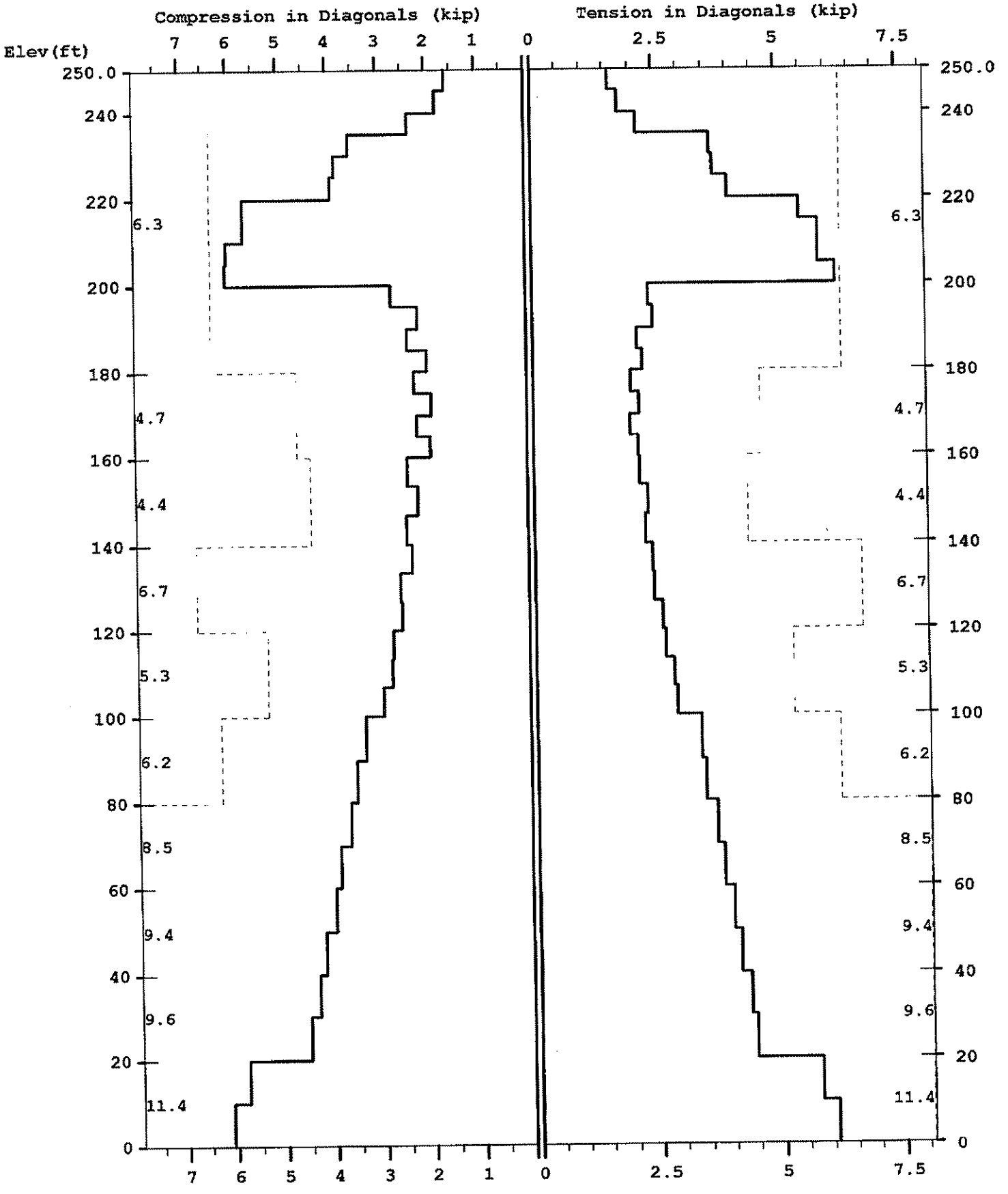
6). See the geotechnical report for compaction requirements, if specified.

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	(62) #8 horizontal rebar evenly spaced each way top and bottom. (248 total)

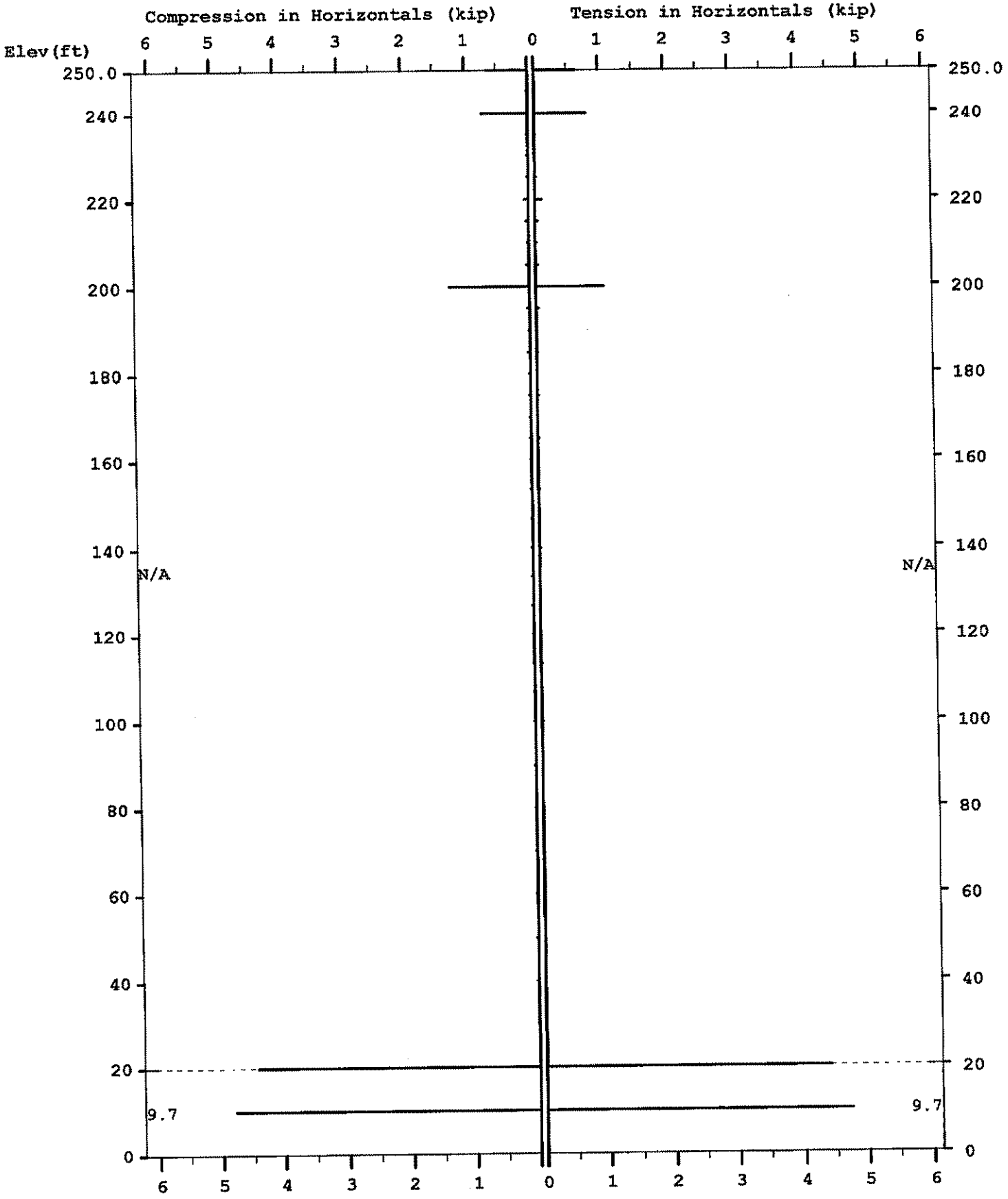
250' S3TL MEDLEY'S PROJECT MANAGEMENT INC Means KY (06-01001) ARHERBST
Maximum



250' S3TL MEDLEY'S PROJECT MANAGEMENT INC Means KY (06-01001) ARHERBST
Maximum

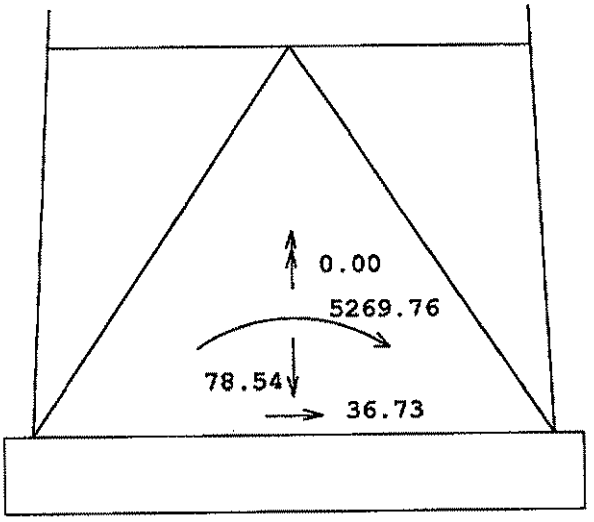


250' S3TL MEDLEY'S PROJECT MANAGEMENT INC Means KY (06-01001) ARHERBST
Maximum

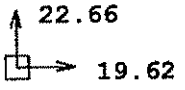


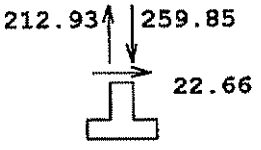
250' S3TL MEDLEY'S PROJECT MANAGEMENT INC Means KY (06-01001) ARHERBST
Maximum

TOTAL FOUNDATION LOADS (kip, ft-kip)



INDIVIDUAL FOOTING LOADS (kip)





MAST - Latticed Tower Analysis (Unguyed) (c)1997 Guymast Inc. 416-736-7453
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Sabre Communications on: 4 jan 2006 at: 15:29:17

250' S3TL MEDLEY'S PROJECT MANAGEMENT INC Means KY (06-01001) ARHERBST

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	160.00	200.00	4.407	0.000	29000.	0.0000000
LE	140.00	160.00	5.589	0.000	29000.	0.0000000
LE	120.00	140.00	6.111	0.000	29000.	0.0000000
LE	100.00	120.00	5.581	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	160.00	250.00	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	0.621	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..LOAD..AT RADIUS ft	AZI	LOAD AZI	.....FORCES..... HORIZ kip	DOWN kip	.....MOMENTS..... VERTICAL ft-kip	TORSNAL ft-kip
C	250.0	0.00	0.0	0.0	3.20	3.09	0.00	0.00
C	235.0	0.00	0.0	0.0	3.07	3.06	0.00	0.00
C	220.0	0.00	0.0	0.0	3.01	3.06	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	0.06	0.00	0.00
D	235.0	0.00	0.0	0.0	0.08	0.06	0.00	0.00
D	235.0	0.00	0.0	0.0	0.07	0.07	0.00	0.00
D	220.0	0.00	0.0	0.0	0.07	0.07	0.00	0.00
D	220.0	0.00	0.0	0.0	0.08	0.11	0.00	0.00
D	215.0	0.00	0.0	0.0	0.08	0.11	0.00	0.00
D	215.0	0.00	0.0	0.0	0.08	0.11	0.00	0.00
D	200.0	0.00	0.0	0.0	0.08	0.11	0.00	0.00
D	200.0	0.00	0.0	0.0	0.08	0.12	0.00	0.00
D	195.0	0.00	0.0	0.0	0.08	0.12	0.00	0.00
D	195.0	0.00	0.0	0.0	0.08	0.12	0.00	0.00
D	180.0	0.00	0.0	0.0	0.08	0.12	0.00	0.00
D	180.0	0.00	0.0	0.0	0.09	0.12	0.00	0.00
D	160.0	0.00	0.0	0.0	0.09	0.12	0.00	0.00
D	160.0	0.00	0.0	0.0	0.09	0.13	0.00	0.00
D	140.0	0.00	0.0	0.0	0.09	0.14	0.00	0.00
D	140.0	0.00	0.0	0.0	0.10	0.15	0.00	0.00
D	120.0	0.00	0.0	0.0	0.10	0.15	0.00	0.00
D	120.0	0.00	0.0	0.0	0.11	0.15	0.00	0.00
D	100.0	0.00	0.0	0.0	0.11	0.15	0.00	0.00
D	100.0	0.00	0.0	0.0	0.10	0.18	0.00	0.00
D	80.0	0.00	0.0	0.0	0.10	0.18	0.00	0.00
D	80.0	0.00	0.0	0.0	0.11	0.20	0.00	0.00
D	60.0	0.00	0.0	0.0	0.11	0.20	0.00	0.00
D	60.0	0.00	0.0	0.0	0.11	0.21	0.00	0.00
D	40.0	0.00	0.0	0.0	0.11	0.22	0.00	0.00
D	40.0	0.00	0.0	0.0	0.10	0.23	0.00	0.00
D	20.0	0.00	0.0	0.0	0.10	0.23	0.00	0.00
D	20.0	0.00	0.0	0.0	0.15	0.30	0.00	0.00
D	0.0	0.00	0.0	0.0	0.15	0.30	0.00	0.00

LOADING CONDITION M

60.63 MPH + 0.5 ICE WIND AZ 0 DEGREES

MAST LOADING

LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	AZI	LOAD AZI	.....FORCES..... HORIZ kip	DOWN kip	.....MOMENTS..... VERTICAL ft-kip	TORSNAL ft-kip
C	250.0	0.00	0.0	0.0	2.69	3.84	0.00	0.00
C	235.0	0.00	0.0	0.0	2.54	3.78	0.00	0.00
C	220.0	0.00	0.0	0.0	2.49	3.78	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	0.11	0.00	0.00
D	235.0	0.00	0.0	0.0	0.08	0.11	0.00	0.00
D	235.0	0.00	0.0	0.0	0.07	0.14	0.00	0.00
D	220.0	0.00	0.0	0.0	0.07	0.14	0.00	0.00
D	220.0	0.00	0.0	0.0	0.08	0.21	0.00	0.00
D	215.0	0.00	0.0	0.0	0.08	0.21	0.00	0.00
D	215.0	0.00	0.0	0.0	0.07	0.20	0.00	0.00
D	200.0	0.00	0.0	0.0	0.07	0.20	0.00	0.00
D	200.0	0.00	0.0	0.0	0.08	0.22	0.00	0.00
D	195.0	0.00	0.0	0.0	0.08	0.22	0.00	0.00
D	195.0	0.00	0.0	0.0	0.08	0.21	0.00	0.00
D	160.0	0.00	0.0	0.0	0.08	0.22	0.00	0.00
D	160.0	0.00	0.0	0.0	0.09	0.23	0.00	0.00
D	140.0	0.00	0.0	0.0	0.09	0.23	0.00	0.00
D	140.0	0.00	0.0	0.0	0.09	0.26	0.00	0.00
D	120.0	0.00	0.0	0.0	0.10	0.26	0.00	0.00
D	120.0	0.00	0.0	0.0	0.10	0.26	0.00	0.00
D	100.0	0.00	0.0	0.0	0.10	0.27	0.00	0.00
D	100.0	0.00	0.0	0.0	0.10	0.29	0.00	0.00
D	80.0	0.00	0.0	0.0	0.10	0.29	0.00	0.00
D	80.0	0.00	0.0	0.0	0.10	0.32	0.00	0.00
D	60.0	0.00	0.0	0.0	0.10	0.32	0.00	0.00
D	60.0	0.00	0.0	0.0	0.10	0.34	0.00	0.00
D	40.0	0.00	0.0	0.0	0.10	0.34	0.00	0.00
D	40.0	0.00	0.0	0.0	0.09	0.36	0.00	0.00
D	20.0	0.00	0.0	0.0	0.09	0.36	0.00	0.00
D	20.0	0.00	0.0	0.0	0.13	0.47	0.00	0.00
D	0.0	0.00	0.0	0.0	0.14	0.48	0.00	0.00

MAXIMUM MAST DISPLACEMENTS:

ELEV ft	------DEFLECTIONS (ft)----- NORTH	EAST	DOWN	--TILTS (DEG)--- NORTH	EAST	TWIST DEG
250.0	3.347 G	3.246 J	0.044 C	1.865 G	1.819 J	0.000 W
245.0	3.183 G	3.086 J	0.041 C	1.861 G	1.815 J	0.000 W
240.0	3.020 G	2.928 J	0.039 W	1.848 G	1.803 J	0.000 W
235.0	2.859 G	2.770 J	0.037 W	1.828 G	1.783 J	0.000 W
230.0	2.700 G	2.616 J	0.035 W	1.792 G	1.747 J	0.000 W
225.0	2.543 G	2.462 J	0.032 W	1.738 G	1.694 J	0.000 W
220.0	2.393 G	2.316 J	0.030 W	1.664 G	1.621 J	0.000 W
215.0	2.247 G	2.174 J	0.029 W	1.619 G	1.577 J	0.000 W
210.0	2.107 G	2.038 J	0.027 W	1.560 G	1.519 J	0.000 W
205.0	1.969 G	1.903 J	0.025 W	1.489 G	1.449 J	0.000 W
200.0	1.841 G	1.778 J	0.024 W	1.402 G	1.364 J	0.000 W
195.0	1.720 G	1.661 J	0.022 W	1.327 G	1.289 J	0.000 W
190.0	1.608 G	1.552 J	0.021 W	1.256 G	1.220 J	0.000 W

185.0	1.500 G	1.447 J	0.020 W	1.187 G	1.152 J	0.000 W
180.0	1.400 G	1.350 J	0.019 W	1.121 G	1.088 J	0.000 W
175.0	1.304 G	1.257 J	0.018 W	1.057 G	1.025 J	0.000 W
170.0	1.215 G	1.170 J	0.017 W	0.996 G	0.965 J	0.000 W
165.0	1.129 G	1.088 J	0.016 W	0.936 G	0.907 J	0.000 W
160.0	1.050 G	1.011 J	0.015 W	0.879 G	0.851 J	0.000 W
153.3	0.950 G	0.914 J	0.015 W	0.820 G	0.793 J	0.000 K
146.7	0.858 G	0.825 J	0.014 W	0.763 G	0.738 J	0.000 K
140.0	0.771 G	0.741 J	0.013 W	0.708 G	0.685 J	0.000 K
133.3	0.691 G	0.664 J	0.012 W	0.660 G	0.637 J	0.000 K
126.7	0.616 G	0.591 J	0.011 W	0.612 G	0.591 J	0.000 K
120.0	0.547 G	0.525 J	0.011 W	0.566 G	0.547 J	0.000 K
113.3	0.482 G	0.463 J	0.010 W	0.517 G	0.498 J	0.000 K
106.7	0.425 G	0.408 J	0.009 W	0.469 G	0.452 J	0.000 K
100.0	0.371 G	0.356 J	0.009 W	0.422 G	0.406 J	0.000 K
90.0	0.301 G	0.288 J	0.008 W	0.376 G	0.362 J	0.000 K
80.0	0.237 G	0.227 J	0.007 W	0.331 G	0.319 J	0.000 K
70.0	0.183 G	0.175 J	0.006 W	0.287 G	0.276 J	0.000 K
60.0	0.135 G	0.129 J	0.005 W	0.244 G	0.235 J	0.000 K
50.0	0.095 G	0.091 J	0.005 W	0.202 G	0.194 J	0.000 K
40.0	0.062 G	0.059 J	0.004 W	0.161 G	0.154 J	0.000 I
30.0	0.034 G	0.033 J	0.003 W	0.119 G	0.114 J	0.000 K
20.0	0.016 G	-0.015 D	0.002 W	0.079 G	0.076 J	0.000 I
10.0	0.005 G	-0.004 D	0.001 W	0.039 G	0.038 J	0.000 C
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	----------		0.65 K	0.00 A
	0.88 A	1.60 B		
245.0	----------		0.00 A	0.00 A
	4.87 A	1.80 D		
240.0	----------		0.80 E	0.00 A
	8.77 I	2.19 E		
235.0	----------		0.02 A	0.00 A
	15.14 E	3.68 J		
230.0	----------		0.01 C	0.00 A
	23.98 E	3.74 D		
225.0	----------		0.03 E	0.00 A
	33.37 E	4.02 J		
220.0	----------		0.11 G	0.00 A
	43.34 E	5.48 J		
215.0	----------		0.04 E	0.00 A
	57.85 E	5.86 D		
210.0	----------		0.01 C	0.00 A
	71.10 I	5.86 J		
205.0	----------		0.04 E	0.00 A
	86.42 I	6.22 D		
200.0	----------		1.05 G	0.00 A
	95.27 I	2.41 E		
195.0	----------		0.03 I	0.00 A
	101.28 I	2.48 K		
190.0	----------		0.00 Q	0.00 A
	104.44 I	2.14 E		
185.0	----------		0.03 I	0.00 A
	109.32 I	2.26 K		
180.0	----------		0.00 I	0.00 A
	112.24 I	2.01 I		

175.0	----------	0.02 A	0.00 A
	116.44 I 2.16 K		
170.0	----------	0.01 I	0.00 A
	119.22 E 1.97 I		
165.0	----------	0.02 E	0.00 A
	122.98 E 2.15 K		
160.0	----------	0.00 I	0.00 A
	126.10 E 2.16 F		
153.3	----------	0.02 E	0.00 A
	130.66 E 2.34 K		
146.7	----------	0.00 A	0.00 A
	134.14 E 2.27 D		
140.0	----------	0.01 E	0.00 A
	138.36 E 2.43 L		
133.3	----------	0.00 E	0.00 A
	141.80 I 2.45 F		
126.7	----------	0.01 A	0.00 A
	145.87 E 2.61 D		
120.0	----------	0.00 E	0.00 A
	149.34 I 2.66 J		
113.3	----------	0.01 E	0.00 A
	153.34 I 2.83 H		
106.7	----------	0.00 A	0.00 A
	156.88 I 2.89 J		
100.0	----------	0.01 E	0.00 A
	161.76 I 3.37 H		
90.0	----------	0.01 A	0.00 A
	167.05 E 3.46 J		
80.0	----------	0.01 E	0.00 A
	172.78 E 3.67 H		
70.0	----------	0.01 A	0.00 A
	178.05 I 3.80 J		
60.0	----------	0.01 E	0.00 A
	183.70 I 4.01 D		
50.0	----------	0.00 A	0.00 A
	189.00 I 4.14 B		
40.0	----------	0.00 E	0.00 A
	194.59 I 4.33 D		
30.0	----------	0.01 A	0.00 A
	199.84 E 4.44 J		
20.0	----------	4.43 H	0.00 N
	202.13 E 5.76 D		
10.0	----------	4.73 D	0.00 F
	207.36 E 6.10 D		
0.0	----------	0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
250.0	----------		-0.64 A	0.00 A
	-3.04 C	-1.61 H		
245.0	----------		0.00 G	0.00 A
	-7.29 C	-1.79 B		
240.0	----------		-0.72 C	0.00 A
	-11.29 C	-2.37 G		

235.0			-0.01 G	0.00 A
	-20.43 C	-3.56 D		
230.0			-0.01 I	0.00 A
	-29.37 C	-3.85 J		
225.0			-0.02 C	0.00 A
	-39.55 C	-3.92 D		
220.0			-0.05 A	0.00 A
	-51.72 C	-5.68 J		
215.0			-0.03 K	0.00 A
	-67.50 C	-5.68 J		
210.0			-0.01 E	0.00 A
	-80.95 C	-6.04 J		
205.0			-0.03 C	0.00 A
	-97.57 C	-6.05 J		
200.0			-1.27 E	0.00 A
	-106.54 C	-2.74 K		
195.0			-0.03 K	0.00 A
	-113.79 C	-2.20 E		
190.0			0.00 C	0.00 A
	-117.07 C	-2.42 K		
185.0			-0.02 G	0.00 A
	-122.99 C	-2.01 I		
180.0			0.00 C	0.00 A
	-126.19 C	-2.27 K		
175.0			-0.02 G	0.00 A
	-131.32 C	-1.94 I		
170.0			0.00 C	0.00 A
	-134.48 C	-2.22 K		
165.0			-0.01 G	0.00 A
	-139.11 C	-1.96 F		
160.0			0.00 K	0.00 A
	-142.77 C	-2.42 G		
153.3			-0.01 K	0.00 A
	-148.49 C	-2.23 F		
146.7			0.00 K	0.00 A
	-152.72 K	-2.46 K		
140.0			-0.01 K	0.00 A
	-158.10 K	-2.37 J		
133.3			0.00 C	0.00 A
	-162.41 K	-2.59 K		
126.7			-0.01 G	0.00 A
	-167.66 K	-2.56 J		
120.0			0.00 C	0.00 A
	-172.07 K	-2.75 C		
113.3			-0.01 K	0.00 A
	-177.24 K	-2.79 L		
106.7			0.00 G	0.00 A
	-181.75 K	-2.96 D		
100.0			-0.01 K	0.00 A
	-188.16 K	-3.34 J		
90.0			0.00 G	0.00 A
	-195.14 K	-3.54 D		
80.0			-0.01 K	0.00 A
	-202.88 K	-3.65 B		
70.0			0.00 G	0.00 A
	-210.05 K	-3.86 D		
60.0			-0.01 K	0.00 A
	-217.82 K	-3.99 J		
50.0			0.00 G	0.00 A
	-225.13 K	-4.20 D		
40.0			0.00 K	0.00 A
	-232.92 K	-4.32 J		
30.0			0.00 G	0.00 A

	-240.29 K	-4.51 D	
20.0	----------	-4.43 B	0.00 T
	-244.73 K	-5.76 D	
10.0	----------	-4.79 J	0.00 M
	-252.64 K	-6.10 D	
0.0	----------	0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

LOAD---COMPONENTS----------				TOTAL
NORTH	EAST	DOWN	UPLIFT	SHEAR
22.66 G	19.62 K	259.85 K	-212.93 E	22.66 K

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

------HORIZONTAL-----			DOWN	---------OVERTURNING---------			TORSION
NORTH	EAST	TOTAL @ 120.0		NORTH	EAST	TOTAL @ 120.0	
36.7 G	-34.7 D	36.7 K	78.5 W	5269.7 G	5042.9 J	5269.8 K	0.0 I

PIER AND PAD DESIGN BY SABRE COMMUNICATIONS CORP.

Tower Description 250' S3TL (29 Family)
Customer MEDLEY'S PROJECT MANAGEMENT INC
Project Number 06-01001
Date 1/4/2006
Engineer ARH

Uplift (kips)	212.93	Anchor Bolt Count (per leg)	8
Download (kips)	259.86		
Shear (kips)	22.66		
Width of Tower (ft)	25		
Allowable Bearing Pressure (ksf)	3.5	Maximum Soil Bearing Pressure (ksf)	1.92
Angle of Internal Friction (deg.)	30		
Water Table Below Grade (ft)	999		
Width of Pad (ft)	14	Maximum Width of Pad (ft)	21.15
Thickness of Pad (ft)	1.5		
Depth to Bottom of Pad (ft)	10		
Bolt Circle Diameter (in)	20		
Top of Concrete to Top of Bottom Threads (in)	48.5		
Diameter of Pier (ft)	4	Minimum Pier Diameter (ft)	3.17
Ht. of Pier Above Ground (ft)	0.5	Equivalent Square b (ft)	3.54
Ht. of Pier Below Ground (ft)	8.5		
Quantity of Bars in Pad	16		
Bar Diameter in Pad (in)	0.875		
Area of Bars in Pad (in^2)	9.62		
Spacing of Bars in Pad (in)	10.74	Recommended Spacing (in)	6 to 12
Quantity of Bars Pier	16		
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)	9.62	Minimum Pier Area of Steel (in^2)	9.05
Spacing of Bars in Pier (in)	7.88		
f'c (ksi)	3		
fy (ksi)	60		
Unit Wt. of Soil (kcf)	0.115		
Unit Wt. of Concrete (kcf)	0.15		
Load Factor	1.3		
Volume of Concrete (yd^3)	15.08		
Uplift:			
Wc, Weight of Concrete (kips)	61.1		
W_R, Soil Resistance (kips)	345.0		
$(W_R/2)+(Wc/1.25)$ (kips)	221.4		
$(W_R+W_C)/1.5$ (kips)	270.7		
Allowable Uplift (kips)	221.4	Uplift (kips)	212.9
Pier Design:			
Design Tensile Strength (kips)	519.5	Ultimate Tensile Load (kips)	276.8
ϕV_n (kips)	105.1	V_u (kips)	29.5
$\phi V_c=\phi 2(1+N_u/(500A_g))f'_c{}^{1/2}b_w d$ (kips)	105.1		
V_s (kips)	0.0	*** V_s max = $4\ f'_c{}^{1/2}b_w d$ (kips)	403.8

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PIER AND PAD DESIGN BY SABRE COMMUNICATIONS CORP. (CONTINUED)

Pier Design (Continued) :

Maximum Spacing (in)	9.82	(Only if Shear Ties are Required)	
		*** *Ref. To Spacing Requirements* ACI 11.5.4.3	
Anchor Bolt Pull-Out:			
$\phi P_c = \phi\lambda(2/3)f'^{1/2}_c(2.8A_{SLOPE} + 4A_{FLAT})$	222.8	P_u (kips)	276.6
Pier Rebar Development Length (in)	35.44	Required Length of Development (in)	25.53
Two-Way Shear Action:			
q_{ult} (ksf)	2.51		
Average d (in)	14.13		
ϕV_c (kips)	453.0	V_u (kips)	439.5
$\phi V_c = \phi(2 + 4/\beta_c)f'^{1/2}_c b_o d$	679.5		
$\phi V_c = \phi(\alpha_s d/b_o + 2)f'^{1/2}_c b_o d$	554.3		
$\phi V_c = \phi 4f'^{1/2}_c b_o d$	453.0		
Shear perimeter, b_o (in)	195.17		
β_c	1		
One-Way Shear:			
ϕV_c (kips)	195.0	V_u (kips)	142.5
Flexure:			
ϕM_n (ft-kips)	582.4	M_u (ft-kips)	480.6
a (in)	1.35		
Steel Ratio	0.00405		
β_1	0.85		
Maximum Steel Ratio	0.0160		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	59.76	Required Development in Pad (in)	39.19

Condition	1 is OK, 0 Fails
Maximum Soil Bearing Pressure	1
Maximum Width of Pad	1
Uplift	1
Pier Area of Steel	1
Pier Shear	1
Anchor Bolt Pull-Out	1
Two-Way Shear Action	1
One-way Shear	1
Flexure	1
Steel Ratio	1
Length of Development in Pad	1
Interaction Diagram Visual Check	1

DRILLED STRAIGHT PIER DESIGN BY SABRE COMMUNICATIONS CORP.

Tower Description 250' S3TL (29 Family)
Customer Name MEDLEY'S PROJECT MANAGEMENT INC
Job Number 06-01001
Date 1/4/2006
Engineer ARH

Uplift (kips)	212.93	Anchor Bolt Count (per leg)	8
Download (kips)	259.85		
Shear (kips)	22.56		
Allowable End Bearing (ksf)	10		
Water Table Below Grade (ft)	999		
Bolt Circle Diameter (in)	20		
Top of Concrete to Top of Bottom Threads (in)	48.5		
Pier Diameter (ft)	3.5	Minimum Pier Diameter (ft)	3.17
Ht. Above Ground (ft)	0.5		
Pier Length Below Ground (ft)	19		
Quantity of Bars	14		
Bar Diameter (in)	0.875		
Tie Bar Diameter (in)	0.5		
Spacing of Ties (in)	12		
Area of Bars (in^2)	8.42	Minimum Area of Steel (in^2)	6.93
Spacing of Bars (in)	7.66		
f'c (ksi)	3		
fy (ksi)	60		
Unit Wt. of Soil (kcf)	0.125		
Unit Wt. of Concrete (kcf)	0.15		
Load Factor	1.3		
S.F. of Concrete	1.25		
S.F. of Skin Friction	2		
Volume of Concrete (yd^3)	6.95		
Skin Friction Factor for Uplift	1	Length to Ignore Download (ft)	
Ignore Bottom Length in Download?	☐	0	

Depth at Bottom of Layer (ft)	Ult. Skin Friction (ksf)	(Ult. Skin Friction)*(Uplift Factor)	γ (kcf)
3	0.00	0.00	0.115
6	0.90	0.90	0.115
15	1.30	1.30	0.13
22.5	7.00	7.00	0.13
25	10.00	10.00	0.16
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0

Download:

Net Weight of Concrete (kips)	5.2		
Allowable End Bearing (kips)	96.2		
Allowable Skin Friction (kips)	233.1		
Allowable Download (kips)	329.3	Total Download (kips)	265.1

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DRILLED STRAIGHT PIER DESIGN BY SABRE COMMUNICATIONS CORP. (CONTINUED)

Uplift:

Allowable Skin Friction (kips)	233.1		
Wc, Weight of Concrete (kips)	28.1		
W_R, Soil Resistance (kips)	426.7		
$(W_R/2)+(Wc/1.25)$ (kips)	235.8		
$(W_R+W_C)/1.5$ (kips)	303.2		
Allowable Uplift (kips)	235.8	Uplift (kips)	212.9

Pier Design:

Design Tensile Strength (kips)	464.6	Ultimate Tensile Load (kips)	276.8
ϕV_n (kips)	69.6	V_u (kips)	29.5
$\phi V_c=\phi 2(1+N_u/(500A_g))f'_c{}^{1/2}b_w d$ (kips)	69.6		
V_s (kips)	0.0	*** V_s max = $4\ f'_c{}^{1/2}b_w d$ (kips)	309.2
Maximum Spacing (in)	11.22	(Only if Shear Ties are Required)	
		*** Ref. To Spacing Requirements ACI 11.5.4.3	

Anchor Bolt Pull-Out:

$\phi P_c=\phi\lambda(2/3)f'_c{}^{1/2}(2.8A_{SLOPE}+4A_{FLAT})$	176.7	P_u (kips)	276.8
Rebar Development Length (in)	36.44	Required Length of Development (in)	29.18

Condition	1 is OK, 0 Fails
Download	1
Uplift	1
Area of Steel	1
Shear	1
Anchor Bolt Pull-Out	1
Interaction Diagram Visual Check	1

MAT FOUNDATION DESIGN BY SABRE COMMUNICATIONS CORP.

Tower Description 250' S3TL (29 Family)
Customer MEDLEY'S PROJECT MANAGEMENT INC
Project Number 06-01001
Date 1/4/2006
Engineer ARH

Overall Loads:			
Moment (ft-kips)	5269.8	Anchor Bolt Count (per leg)	8
Axial (kips)	78.50		
Shear (kips)	36.7		
Individual Leg Loads:			
Uplift (kips)	212.93		
Download (kips)	259.86		
Shear (kips)	22.66		
Width of Tower (ft)	25		
Allowable Bearing Pressure (ksf)	3.5	Maximum Net Bearing Pressure (ksf)	0.90
Water Table Below Grade (ft)	999		
Width of Mat (ft)	35	Minimum Mat Width (ft)	34.70
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	Minimum Pier Diameter (ft)	3.17
Ht. of Pier Above Ground (ft)	0.5	Equivalent Square b (ft)	3.10
Ht. of Pier Below Ground (ft)	3		
Quantity of Bars in Mat	62		
Bar Diameter in Mat (in)	1		
Area of Bars in Mat (in^2)	48.69		
Spacing of Bars in Mat (in)	6.77	Recommended Spacing (in)	6 to 12
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	Minimum Pier A_s (in^2)	6.93
Spacing of Bars in Pier (in)	8.93	Recommended Spacing (in)	6 to 12
f'c (ksi)	3		
fy (ksi)	60		
Unit Wt. of Soil (kcf)	0.115		
Unit Wt. of Concrete (kcf)	0.15		
Load Factor	1.3		
Volume of Concrete (yd^3)	94.48		
Two-Way Shear Action:			
Average d (in)	20		
ϕV_c (kips)	561.9	V_u (kips)	337.8
$\phi V_c = \phi(2 + 4/\beta_c)f'_c{}^{1/2}b_o d$	842.8		
$\phi V_c = \phi(\alpha_s d/b_o + 2)f'_c{}^{1/2}b_o d$	938.2		
$\phi V_c = \phi 4f'_c{}^{1/2}b_o d$	561.9		

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MAT FOUNDATION DESIGN BY SABRE COMMUNICATIONS CORP. (CONTINUED)

Shear perimeter, b_o (in)	170.98		
β_c	1		
Stability:			
(Resisting M)/1.5 (ft-k)	6134.0	Total Applied M (ft-k)	5471.7
Pier Design:			
Design Tensile Strength (kips)	389.7	Ultimate Tensile Load (kips)	276.8
ϕV_n (kips)	69.6	V_u (kips)	29.5
$\phi V_c=\phi 2(1+N_u/(500A_g))f'_c{}^{1/2}b_w d$	69.6		
V_s (kips)	0.0	*** V_s max = 4 $f'_c{}^{1/2}b_w d$ (kips)	309.2
Maximum Spacing (in)	11.22	(Only if Shear Ties are Required)	
		*** Ref. To Spacing Requirements ACI 11.5.4.3	
Anchor Bolt Pull-Out:			
$\phi P_c=\phi\lambda(2/3)f'_c{}^{1/2}(2.8A_{SLOPE}+4A_{FLAT})$	170.7	P_u (kips)	276.8
Pier Rebar Development Length (in)	38.44	Required Length of Development (in)	34.05
Flexure in Slab:			
ϕM_n (ft-kips)	4083.6	M_u (ft-kips)	4011.1
a (in)	2.73		
Steel Ratio	0.00580		
β_1	0.85		
Maximum Steel Ratio (.75p_b)	0.0160		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	207.00	Required Development in Pad (in)	53.72

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

MEDLEY'S
PROJECT MANAGEMENT

December 29, 2005

Re: Qualifications Statement for Medley's Project Management for Cingular Project Means

To Whom It May Concern:

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

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

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

Individual Qualifications:

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

376 Pounds Lane • Simpsonville, Kentucky 40067 • 502.722.5697 • Fax: 502.722.5691

MEDLEY'S
PROJECT MANAGEMENT

December 29, 2005

Re: Scope of Work – Construction for Cingular Project Means

To Whom It May Concern:

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

Week 1 - 3:
- Obtaining all necessary building permits
- Posting of all required OSHA signage and permits
- Mobilization to site
- Construction of erosion controls and construction controls as required
- Preparation and installation of construction entrance
- Site clearing and grading

Week 4:
- Installation of telephony interface and power meter-board
- Pour tower and cabinet foundations

Week 5 - 6:
- Tower stack
- Antenna installation
- Site equipment installation

Week 7:
- Installation of permanent fencing
- Final driveway installation
- General site clean up
- Site testing

Week 8:
- Installation of all required landscaping
- Final site testing and pre-activation activities
- Site activation

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

376 Pounds Lane • Simpsonville, Kentucky 40067 • 502.722.5697 • Fax: 502.722.5691

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

License Search

Search Results

Specified Search

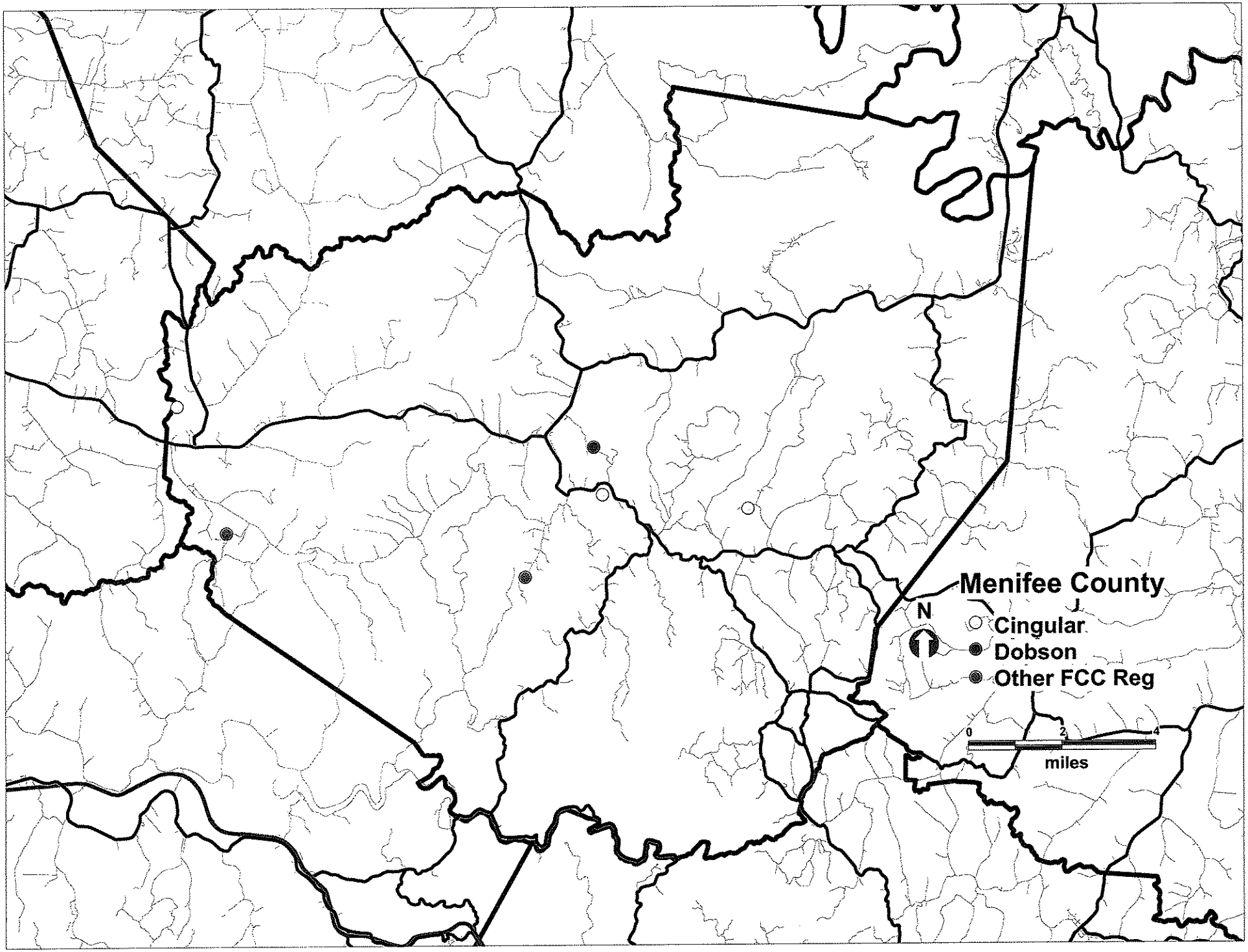
State = **Kentucky**
County = **MENIFEE**
Radio Service = **CL, CW**

Matches 1- 9 (of 9)

PA = Pending Application(s)
TP = Termination Pending

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

Call Sign	Licensee Name	FRN	Radio Service	Status	Expiration Date


Menifee County
N
Cingular
Dobson
Other FCC Reg
0
2
4
miles

Menifee County Tower Data

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

EXHIBIT E
CO-LOCATION REPORT

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

December 20, 2005

To Whom It May Concern:

Dear Sir or Madam:

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

David R. Czarnecki
RF Design Engineer

EXHIBIT F
APPLICATION TO FAA

Please Type or Print on This Form

Form Approved OMB No. 2120-0001

U.S. Department of Transportation
Federal Aviation Administration

Failure To Provide All Requested Information May Delay Processing of Your Notice

Notice of Proposed Construction or Alteration

FOR FAA USE ONLY
Aeronautical Study Number
- - -

1. Sponsor *(person, company, etc. proposing this action)* :
Attn. of: Jayne Cano
Name: Cingular Wireless
Address: 17330 Preston Rd.
City: Dallas State: TX Zip: 75252
Telephone: (972) 733-2887 Fax: (972)733-2852

2. Sponsor's Representative *(if other than #1)* :
Attn. of: Lisa Glass
Name: Cingular Wireless
Address: 5310 Maryland Way
City: Brentwood State: TN Zip: 37027
Telephone: (615) 221-3583 Fax:

3. Notice of: ☒ New Construction ☐ Alteration ☐ Existing

4. Duration: ☒ Permanent ☐ Temporary (months, days)

5. Work Schedule: Beginning End

6. Type: ☒ Antenna Tower ☐ Crane ☐ Building ☐ Power Line
☐ Landfill ☐ Water Tank ☐ Other

7. Marking/Painting and/or Lighting Preferrad:
☐ Red Lights and Paint ☒ Dual - Red and Medium Intensity White
☐ White - Medium Intensity ☐ Dual - Red and High Intensity White
☐ White - High Intensity ☒ Other None

8. FCC Antenna Structure Registration Number *(if applicable)*:

9. Latitude: 37° 57' 38.19"

10. Longitude: 083° 46' 12.58"

11. Datum: ☒ NAD 83 ☐ NAD 27 ☐ Other

12. Nearest: City: Means State: KY

13. Nearest Public-use (not private-use) or Military Airport or Heliport:
Stanton

14. Distance from #13. to Structure: 7.35 NM

15. Direction from #13. to Structure: 027.36 degrees

16. Site Elevation *(AMSL)*: 1255 ft.

17. Total Structure Height *(AGL)*: 270 ft.

18. Overall height (#16. + #17.) *(AMSL)*: 1525 ft.

19. Previous FAA Aeronautical Study Number (if applicable):
- OE

20. Description of Location: (Attach a USGS 7.5 minute Quadrangle Map with the precise site marked and any certified survey.)
Please see attached USGS Quad map and 1A survey.

21. Complete Description of Proposal:
Cingular Wireless proposes to build a 270' tower.

Site Name: Means

Frequency/Power (KW)	
See attached	

Notice is required by 14 Code of Federal Regulations, part 77 pursuant to 49 U.S.C., Section 44718. Persons who knowingly and willingly violate the notice requirements of part 77 are subject to a civil penalty of $1,000 per day until the notice is received, pursuant to 49 U.S.C., section 46301 (a).

I hereby certify that all of the above statements made by me are true, complete, and correct to the best of my knowledge. In addition, I agree to mark and/or light the structure in accordance with established marking and lighting standards as necessary.

Date	Typed or Printed name and Title of Person Filing Notice	Signature
	Jayne Cano	

EXHIBIT G
APPLICATION TO KENTUCKY AIRPORT ZONING COMMISSION

INSTRUCTIONS INCLUDED TC 56-50E (Rev. 05

Kentucky Transportation Cabinet, Kentucky Airport Zoning Commission, 125 Holmes Street, Frankfort, KY 40622 | Kentucky Aeronautical Study Number

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

1. APPLICANT – Name, Address, Telephone, Fax, etc.
Jayne Cano
Cingular Wireless
17330 Preston Rd,
Dallas, TX 75252
972-733-2887 972-733-2852 FAX

2. Representative of Applicant – Name, Address, Telephone, Fax
Becky Robinson
Medley's Project Management
376 Pounds Lane
Simpsonville, KY. 40067
502-~~722~~ 560-0016

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

4. Duration: ☑ Permanent ☐ Temporary (Months ____ Days ____)

5. Work Schedule: Start ____ End ____

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

7. Marking/Painting and/or Lighting Preference:
☐ Red Lights and Paint ☑ Dual - Red & Medium Intensity White
☐ White - Medium Intensity ☐ Dual - Red & High Intensity White
☐ White - High Intensity ☐ Other ____

8. FAA Aeronautical Study Number ____

9. Latitude: 37 ° 57 ' 38.19 "

10. Longitude: 083 ° 46 ' 12.58 "

11. Datum: ☑ NAD83 ☐ NAD27 ☐ Other ____

12. Nearest Kentucky City: Means County: Menifee

13. Nearest Kentucky public use or Military airport:
Stanton

14. Distance from #13 to Structure: 7.35 NM

15. Direction from #13 to Structure: 027.36°

16. Site Elevation (AMSL): 1255 Feet

17. Total Structure Height (AGL): 270 Feet

18. Overall Height (#16 + #17) (AMSL): 1525 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)
See attached map + IA survey.

21. Description of Proposal:
Cingular Wireless proposes to build a 270' tower.
Site Name: Means

22. Has a "NOTICE OF CONSTRUCTION OR ALTERATION" (FAA Form 7460-1) been filed with the Federal Aviation Administration?
☐ No ☑ Yes, When 8-31-05 See attached.

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.

Becky Robinson, Project Mgr. | Becky Robinson | 8-31-05
Printed Name and Title | Signature | Date

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 ☐ Administrator, KAZC

☐ Approved
☐ Disapproved ____ Date ____

EXHIBIT H
GEOTECHNICAL REPORT

GEOTECHNICAL ENGINEERING REPORT

PROPOSED MEANS COMMUNICATION TOWER
LANDRUM LANE
MEANS, MENIFEE COUNTY, KENTUCKY

TERRACON PROJECT NO.: 57057337G
November 7, 2005

Prepared For:

MEDLEY'S PROJECT MANAGEMENT
Simpsonville, Kentucky

Prepared by:

Terracon

Louisville, Kentucky

Terracon

Form 101—1-87

November 7, 2005

Terracon
Consulting Engineers & Scientists

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

Medley's Project Management
376 Ponds Lane
Simpsonville, Kentucky 40067

Attention: Roy Johnson, P.E.

Re: Geotechnical Engineering Report
Proposed Means Communication Tower
Landrum Lane
Means, Menifee County, Kentucky
Terracon Project No. 57057337G

Dear Mr. Johnson:

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

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

Sincerely,
Terracon

Shaikh Z. Rahman, EIT.
Staff Engineer

Timothy G. LaGrow, P.E.
Kentucky No. 17758

STATE OF KENTUCKY
TIMOTHY G. LaGROW
17758
REGISTERED PROFESSIONAL ENGINEER

n:\projects\2005\towers\57057337Means\geo57057337G.doc

Attachments: Geotechnical Engineering Report

Copies: (4) Addressee

TABLE OF CONTENTS

GEOTECHNICAL ENGINEERING REPORT

PROPOSED MEANS COMMUNICATION TOWER
LANDRUM LANE
MEANS, MENIFEE COUNTY, KENTUCKY

TERRACON PROJECT NO.: 57057337G
November 7, 2005

1.0 INTRODUCTION

The purpose of this report is to describe the subsurface conditions encountered in the boring, analyze and evaluate the test data, and provide recommendations regarding the design and construction of foundations and earthwork for the proposed tower. One boring extending to a depth of about 25 feet below the existing ground surface was drilled at the site. An individual boring log and a boring location plan are included with this report.

2.0 PROJECT DESCRIPTION

Terracon understands the proposed project will consist of the construction of a 250-foot self supporting lattice tower. Exact tower loads are not available, but based on our past experience are anticipated to be as follows:

Vertical Load:	600 kips
Horizontal Shear:	80 kips
Uplift:	500 kips

A small, lightly loaded equipment building will also be constructed. Wall and floor loads for this building are not anticipated to exceed 1 kip per linear foot and 100 pounds per square foot, respectively. Existing grade at the tower center is reportedly at about El. 1255. A site grading plan was not available as of this writing. Based on the site topographic map, we assumed about 5 to 10 feet of cut/fill will be required to level the site for construction.

3.0 EXPLORATION PROCEDURES

3.1 Field Exploration

The subsurface exploration consisted of drilling and sampling one boring at the site to a depth of about 25 feet below existing grade. The boring was advanced at the center of the tower, staked by the project surveyor. Ground surface elevation shown on the boring log was obtained from the site package provided by the client. The location and elevation of the boring should be considered accurate only to the degree implied by the means and methods used to define them.

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

Auger refusal was encountered at a depth of about 15 feet below the existing ground surface. The boring was extended into the refusal materials using a diamond bit attached to the outer barrel of a double core barrel. The inner barrel collected the cored material as the outer barrel was rotated at high speeds to cut the rock. The barrel was retrieved to the surface upon completion of each drill run. Once the core samples were retrieved, they were placed in a box and logged. The rock was later classified by an engineer and the "percent recovery" and rock quality designation (RQD) were determined.

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

Table 1 – 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

A field log of the boring was prepared by a subcontract driller. This log included visual classifications of the materials encountered during drilling as well as the driller's interpretation of the subsurface conditions between samples. The final boring log included with this report represents an interpretation of the driller's field log and a visual classification of the soil samples made by the Geotechnical Engineer.

3.2 Laboratory Testing

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

The laboratory testing program consisted of performing water content tests and an Atterberg Limits tests on representative soil samples. A calibrated hand penetrometer was used to estimate the approximate unconfined compressive strength of the samples. The calibrated hand penetrometer has been correlated with unconfined compression tests, and provides a better estimate of soil consistency than visual examination alone. Information from these tests was used in conjunction with field penetration test data to evaluate soil strength in-situ, volume change potential, and soil classification. Results of these tests are provided on the boring log.

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

4.0 EXPLORATORY FINDINGS

4.1 Subsurface Conditions

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

In general our boring encountered about 6 feet of native silty clay (CL-ML) and lean clay (CL) overlying highly weathered shale, extending to auger refusal at about 15 feet below grade. The clays exhibited a very stiff consistency based on standard penetration test (N) values in the range of 16 to 28 blows per foot (bpf). The underlying highly weathered shale was hard with N-values of over 50 bpf.

Auger refusal was encountered at a depth of about 15 feet below existing grade. Rock coring techniques were employed to sample the refusal materials. The core samples collected from about 15 to 22 ½ feet consist of slightly weathered, hard, closely jointed shale with sand seams. From a depth of about 22 ½ to 25 feet below grade, closely jointed limestone was

encountered. Core recovery was 86 percent. Bedrock quality is considered fair as defined by an RQD value of 52 percent. Coring operations were terminated at a depth of approximately 53 feet below grade.

4.2 Site Geology

Based on a review of the Means Geologic Quadrangle Map (1976), the site is situated near the contact of the lower tongue of the Breathitt Formation, the Renfro and Nada Members of the Borden Formation and the Newman Limestone. The lower tongue of the Breathitt Formation is comprised of shale and siltstone with interbedded sandstone and can be 30 to 150 feet thick. The Renfro and Nada Members of the Borden Formation are made up of dolomite and dolomitic limestone and mostly shale, respectively. The members range from 0 to 35 feet thick for the Renfro Member and 35 to 65 feet for the Nada Member. The Newman Limestone consists of gray limestone that can be up to 110 feet thick.

4.3 *Groundwater Conditions*

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

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

5.0 ENGINEERING RECOMMENDATIONS

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

5.1 Tower Foundation

Tower Foundations - Drilled Pier Alternative: The proposed tower can be supported on drilled pier foundations. Based on the results of the boring, the following tower foundation design parameters have been developed:

Drilled Pier Foundation Design Parameters

Depth * (feet)	Description **	Allowable Skin Friction (psf)	Allowable End Bearing Pressure (psf)	Allowable Passive Pressure (psf)	Internal Angle of Friction (Degree)	Cohesion (psf)	Lateral Subgrade Modulus (pci)	Strain, $\&_{50}$ (in/in)
0 - 3	Silty Clay	*Ignore*	*Ignore*	*Ignore*	-	-	*Ignore*	*Ignore*
3 - 6	Silty Clay	450	3,500	1,750	0	1,750	142	0.006
6 - 15	Highly Weathered Shale	650	5,000	4,000	0	4,000	325	0.004
15 – 22½	Slightly Weathered Shale ***	3,500	10,000	7,000	0	70,000	3,000	0.00001
22½ - 25	Limestone	5,000	20,000	10,000	0	100,000	3,000	0.00001

* *Pier inspection is recommended to adjust pier length if variable soil/rock conditions are encountered.*
** A total unit weight of 115, 130 and 160 pcf can be estimated for silty clay, shale and limestone, respectively.
*** The pier should be embedded a minimum of 3 feet into competent shale to mobilize these higher rock strength parameters. Furthermore, it is assumed the rock socket will be extended using coring techniques rather than blasting/shooting.

The above indicated cohesion, friction angle, lateral subgrade modulus and strain values have no factors of safety, and the allowable skin friction and the passive resistances have factors of safety of 2. The cohesion, internal friction angle, lateral subgrade modulus and strain values given in the above table are based on the boring, published correlation values and Terracon's past experience with similar soil/rock types. These values should, therefore, be considered approximate. To mobilize the higher rock strength parameters, the pier should be socketed at least 3 feet into competent shale. Furthermore, it is assumed that the rock socket is developed using coring rather than blasting techniques. The allowable end bearing pressure provided in the table has an approximate factor of safety of at least 3. Total settlement of drilled piers designed using the above parameters is not anticipated to exceed 1/2 inch.

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

If a bedrock socket is required, it is recommended that a minimum pier length and minimum competent rock socket length be stated on the design drawings. Competent rock was encountered in the boring below a depth of about 15 feet, but could vary between tower legs or if the tower is moved from the location of our boring, or if significant grade changes occur at the site. If the tower center is moved from the planned location, Terracon should be notified to review the recommendations and determine whether an additional boring is required. To facilitate pier length adjustments that may be necessary because of variable rock conditions, it is recommended that a Terracon representative observe the drilled pier excavation.

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

A drilled pier foundation should be designed with a minimum shaft diameter of 30 inches to facilitate clean out and possible dewatering of the pier excavation. Temporary casing may be required during the pier excavation in order to control possible groundwater seepage and support the sides of the excavation in weak soil zones. Care should be taken so that the sides and bottom of the excavations are not disturbed during construction. The bottom of the shaft should be free of loose soil or debris prior to reinforcing steel and concrete placement.

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

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

Mat Foundation Design Parameters

Depth (feet)	Description	Allowable Contact Bearing Pressure (psf)	Allowable Passive Pressure (psf)	Coefficient of Friction, Tan δ	Vertical Modulus of Subgrade Reaction (pci)
0 - 2	Topsoil and Silty Clays	Ignore	Ignore	-	
≥ 2	Silty Clay or Crushed Stone Fill	3,500	Ignore	0.35	150

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. Differential settlements could reach 75 percent or more of the total settlement value, depending on the finished grades, any fill placement, and varying bedrock elevations.

5.2 Equipment Building Foundations

The proposed equipment shed may be supported on shallow footings bearing on stiff natural soils. The equipment building foundations should be dimensioned using a net allowable soil bearing pressure of 3,000 pounds per square foot (psf). In using net allowable soil pressures for footing dimensioning, the weight of the footings and backfill over the footings need not be considered. Furthermore, the footings should be at least 12 inches wide and a minimum of 1.5 feet square.

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

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

5.3 Parking and Drive Areas

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

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

5.4 Site Preparation

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

Any fill and backfill placed on the site should consist of approved materials that are free of organic matter and debris. Suitable fill material should consist of either granular material or low-plasticity cohesive soil (equipment building and roads only). Low-plasticity cohesive soil should have a liquid limit of less than 45 percent and a plasticity index of less than 25 percent. The on site soils are considered suitable for re-use as fill. However, because of the high silt content, stringent moisture control will need to be exercised to attain the desired compaction. It is recommended that during construction these soils should be further tested and evaluated prior to use as fill. Fill should not contain frozen material and it should not be placed on a frozen subgrade.

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

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

6.0 GENERAL COMMENTS

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

The analysis and recommendations presented in this report are based upon the data obtained from the boring performed at the indicated location and from other information discussed in this report. This report does not reflect variations that may occur across the site, or due to the modifying effects of weather. The nature and extent of such variations may not become evident until during or after construction. If variations appear, we should be immediately notified so that further evaluation and supplemental recommendations can be provided.

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

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

APPENDIX

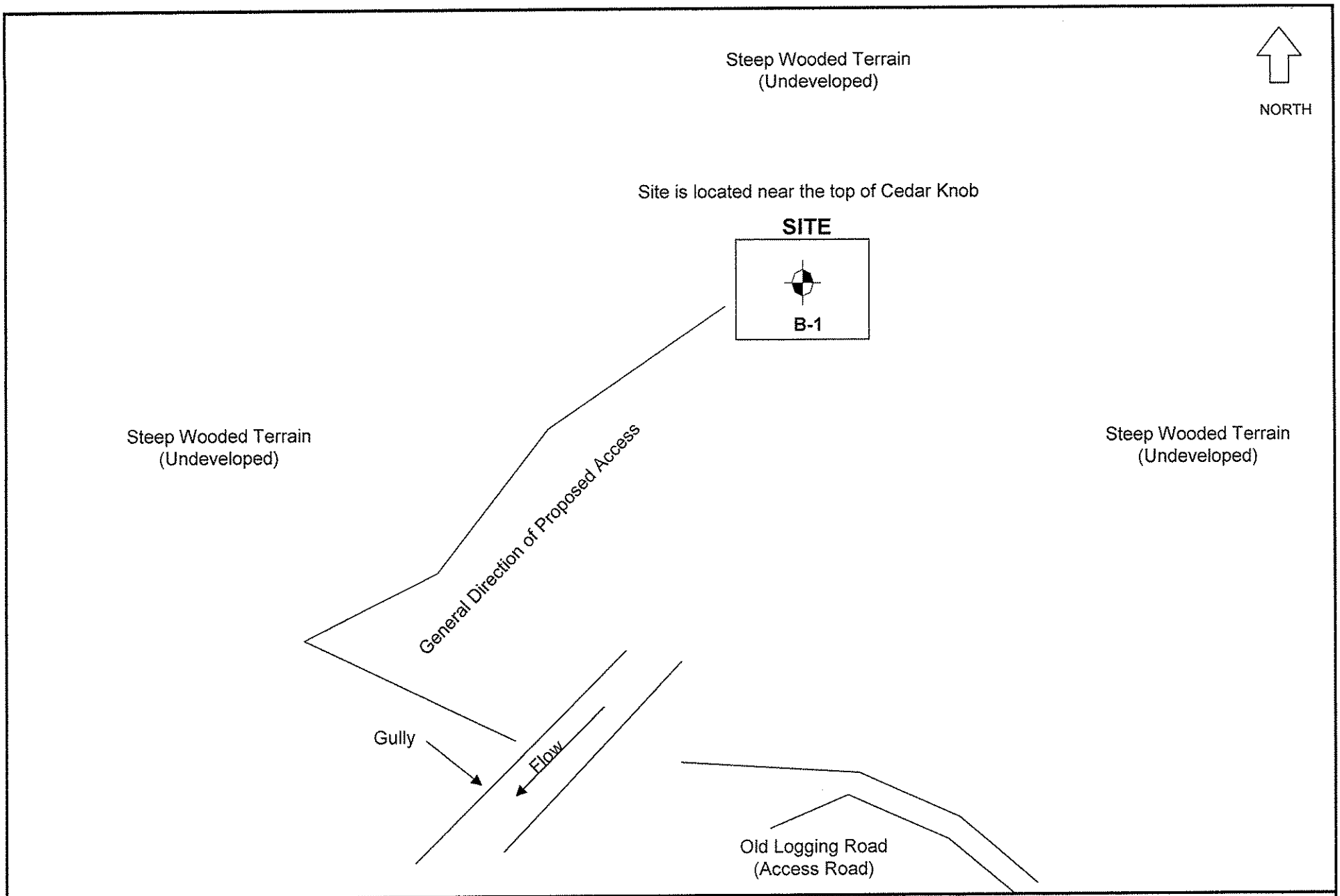


Figure 1

BORING LOCATION PLAN

SCALE: NTS

Terracon

Medley's Project Management
Means Site
Means, Kentucky
PROJECT NO. 57057337G

LOG OF BORING NO. B-1

CLIENT **Medley's Project Mngmnt.**

SITE **Means, Kentucky**

PROJECT **250' Self Supporting Tower Means Site**

GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES SPT - N BLOWS / ft.	TESTS WATER CONTENT, %	TESTS DRY UNIT WT pcf	TESTS UNCONFINED STRENGTH, psf	ATTERBERG LIMITS
	Approx. Surface Elev.: 1255 ft										
	SILTY CLAY, trace chert, brown, stiff, slightly moist		CL ML	1	SS	16	16	11			
	3 1252										
	LEAN CLAY, brown, hard, slightly moist		CL	2	SS	14	28	13			LL=46 PL=25 PI=21
	6 1249	5									
	HIGHLY WEATHERED SHALE, brown, hard, slightly moist			3	SS	16	70	9			
				4	SS	15	42-50/5"	9			
		10									
				5	SS	12	30-50/3"	11			
	15 1240	15									
	AUGER REFUSAL **SHALE**, sandy, slightly weathered, dark gray, hard, closely jointed			R-1	DB	86%	RQD 53%				
	22.5 1232.5	20									
	LIMESTONE, fresh light gray, hard, moderately closely jointed, fine grained										
	25 1230	25									
	CORING TERMINATED										

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

WATER LEVEL OBSERVATIONS, ft		
WL	▽	▼
WL	▼	▽
WL	N/E	

Terracon

BORING STARTED	10-19-05		
BORING COMPLETED	10-19-05		
RIG	Hoosier	FOREMAN	GT
LOGGED	SR	JOB #	57057337G

BOREHOLE 99 57057337G.GPJ TERRACON.GDT 11/1/05

GENERAL NOTES

DRILLING & SAMPLING SYMBOLS:

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

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

WATER LEVEL MEASUREMENT SYMBOLS:

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

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

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

CONSISTENCY OF FINE-GRAINED SOILS

Unconfined Compressive Strength, Qu, psf	Standard Penetration or N-value (SS) Blows/Ft.	Consistency
< 500	<2	Very Soft
500 – 1,000	2-3	Soft
1,001 – 2,000	4-7	Medium Stiff
2,001 – 4,000	8-15	Stiff
4,001 – 8,000	16-30	Very Stiff
8,000+	30+	Hard

RELATIVE DENSITY OF COARSE-GRAINED SOILS

Standard Penetration or N-value (SS) Blows/Ft.	Relative Density
0 – 3	Very Loose
4 – 9	Loose
10 – 29	Medium Dense
30 – 49	Dense
50+	Very Dense

RELATIVE PROPORTIONS OF SAND AND GRAVEL

Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	< 15
With	15 – 29
Modifier	> 30

GRAIN SIZE TERMINOLOGY

Major Component of Sample	Particle Size
Boulders	Over 12 in. (300mm)
Cobbles	12 in. to 3 in. (300mm to 75 mm)
Gravel	3 in. to #4 sieve (75mm to 4.75 mm)
Sand	#4 to #200 sieve (4.75mm to 0.075mm)
Silt or Clay	Passing #200 Sieve (0.075mm)

RELATIVE PROPORTIONS OF FINES

Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	< 5
With	5 – 12
Modifiers	> 12

PLASTICITY DESCRIPTION

Term	Plasticity Index
Non-plastic	0
Low	1-10
Medium	11-30
High	30+

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GENERAL NOTES

Sedimentary Rock Classification

DESCRIPTIVE ROCK CLASSIFICATION:

Sedimentary rocks are composed of cemented clay, silt and sand sized particles. The most common minerals are clay, quartz and calcite. Rock composed primarily of calcite is called limestone; rock of sand size grains is called sandstone, and rock of clay and silt size grains is called mudstone or claystone, siltstone, or shale. Modifiers such as shaly, sandy, dolomitic, calcareous, carbonaceous, etc. are used to describe various constituents. Examples: sandy shale; calcareous sandstone.

LIMESTONE	Light to dark colored, crystalline to fine-grained texture, composed of $CaCo_3$, reacts readily with HCl.
DOLOMITE	Light to dark colored, crystalline to fine-grained texture, composed of $CaMg(CO_3)_2$, harder than limestone, reacts with HCl when powdered.
CHERT	Light to dark colored, very fine-grained texture, composed of micro-crystalline quartz ($Si0_2$), brittle, breaks into angular fragments, will scratch glass.
SHALE	Very fine-grained texture, composed of consolidated silt or clay, bedded in thin layers. The unlaminated equivalent is frequently referred to as siltstone, claystone or mudstone.
SANDSTONE	Usually light colored, coarse to fine texture, composed of cemented sand size grains of quartz, feldspar, etc. Cement usually is silica but may be such minerals as calcite, iron-oxide, or some other carbonate.
CONGLOMERATE	Rounded rock fragments of variable mineralogy varying in size from near sand to boulder size but usually pebble to cobble size (½ inch to 6 inches). Cemented together with various cementing agents. Breccia is similar but composed of angular, fractured rock particles cemented together.

PHYSICAL PROPERTIES:

DEGREE OF WEATHERING

Slight	Slight decomposition of parent material on joints. May be color change.
Moderate	Some decomposition and color change throughout.
High	Rock highly decomposed, may be extremely broken.

HARDNESS AND DEGREE OF CEMENTATION

Limestone and Dolomite:

Hard	Difficult to scratch with knife.
Moderately Hard	Can be scratched easily with knife, cannot be scratched with fingernail.
Soft	Can be scratched with fingernail.

Shale, Siltstone and Claystone

Hard	Can be scratched easily with knife, cannot be scratched with fingernail.
Moderately Hard	Can be scratched with fingernail.
Soft	Can be easily dented but not molded with fingers.

Sandstone and Conglomerate

Well Cemented	Capable of scratching a knife blade.
Cemented	Can be scratched with knife.
Poorly Cemented	Can be broken apart easily with fingers.

BEDDING AND JOINT CHARACTERISTICS

Bed Thickness	Joint Spacing	Dimensions
Very Thick	Very Wide	> 10′
Thick	Wide	3′ - 10′
Medium	Moderately Close	1′ - 3′
Thin	Close	2″ - 1′
Very Thin	Very Close	.4″ - 2″
Laminated	—	.1″ - .4″

Bedding Plane	A plane dividing sedimentary rocks of the same or different lithology.
Joint	Fracture in rock, generally more or less vertical or transverse to bedding, along which no appreciable movement has occurred.
Seam	Generally applies to bedding plane with an unspecified degree of weathering.

SOLUTION AND VOID CONDITIONS

Solid	Contains no voids.
Vuggy (Pitted)	Rock having small solution pits or cavities up to ½ inch diameter, frequently with a mineral lining.
Porous	Containing numerous voids, pores, or other openings, which may or may not interconnect.
Cavernous	Containing cavities or caverns, sometimes quite large.

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UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests[A]					Soil Classification	
					Group Symbol	Group Name[B]
Coarse Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines[C]	$Cu \geq 4$ and $1 \leq Cc \leq 3$[E]		GW	Well-graded gravel[F]
			$Cu < 4$ and/or $1 > Cc > 3$[E]		GP	Poorly graded gravel[F]
		Gravels with Fines More than 12% fines[C]	Fines classify as ML or MH		GM	Silty gravel[F,G,H]
			Fines classify as CL or CH		GC	Clayey gravel[F,G,H]
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines[D]	$Cu \geq 6$ and $1 \leq Cc \leq 3$[E]		SW	Well-graded sand[I]
			$Cu < 6$ and/or $1 > Cc > 3$[E]		SP	Poorly graded sand[I]
		Sands with Fines More than 12% fines[D]	Fines classify as ML or MH		SM	Silty sand[G,H,I]
			Fines Classify as CL or CH		SC	Clayey sand[G,H,I]
Fine-Grained Soils 50% or more passes the No. 200 sieve	Silts and Clays Liquid limit less than 50	inorganic	PI > 7 and plots on or above "A" line[J]		CL	Lean clay[K,L,M]
			PI < 4 or plots below "A" line[J]		ML	Silt[K,L,M]
		organic	Liquid limit - oven dried / Liquid limit - not dried	< 0.75	OL	Organic clay[K,L,M,N] / Organic silt[K,L,M,O]
	Silts and Clays Liquid limit 50 or more	inorganic	PI plots on or above "A" line		CH	Fat clay[K,L,M]
			PI lots below "A" line		MH	Elastic Silt[K,L,M]
		organic	Liquid limit - oven dried / Liquid limit - not dried	< 0.75	OH	Organic clay[K,L,M,P] / Organic silt[K,L,M,Q]
Highly organic soils	Primarily organic matter, dark in color, and organic odor				PT	Peat

[A] Based on the material passing the 3-in. (75-mm) sieve

[B] If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

[C] Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

[D] Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay

[E] $Cu = D_{60}/D_{10}$ $\quad Cc = \dfrac{(D_{30})^2}{D_{10} \times D_{60}}$

[F] If soil contains ≥ 15% sand, add "with sand" to group name.

[G] If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

[H] If fines are organic, add "with organic fines" to group name.

[I] If soil contains ≥ 15% gravel, add "with gravel" to group name.

[J] If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

[K] If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

[L] If soil contains ≥ 30% plus No. 200 predominantly sand, add "sandy" to group name.

[M] If soil contains ≥ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.

[N] PI ≥ 4 and plots on or above "A" line.

[O] PI < 4 or plots below "A" line.

[P] PI plots on or above "A" line.

[Q] PI plots below "A" line.

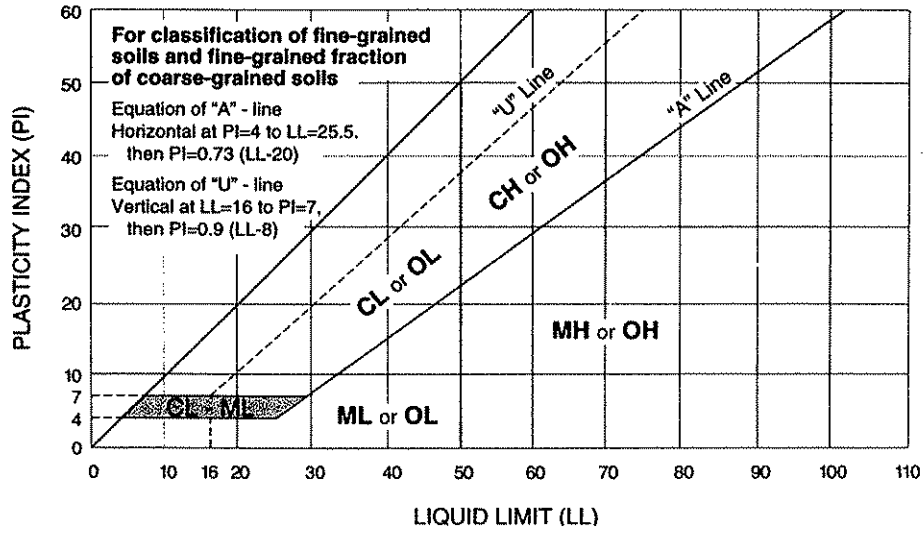

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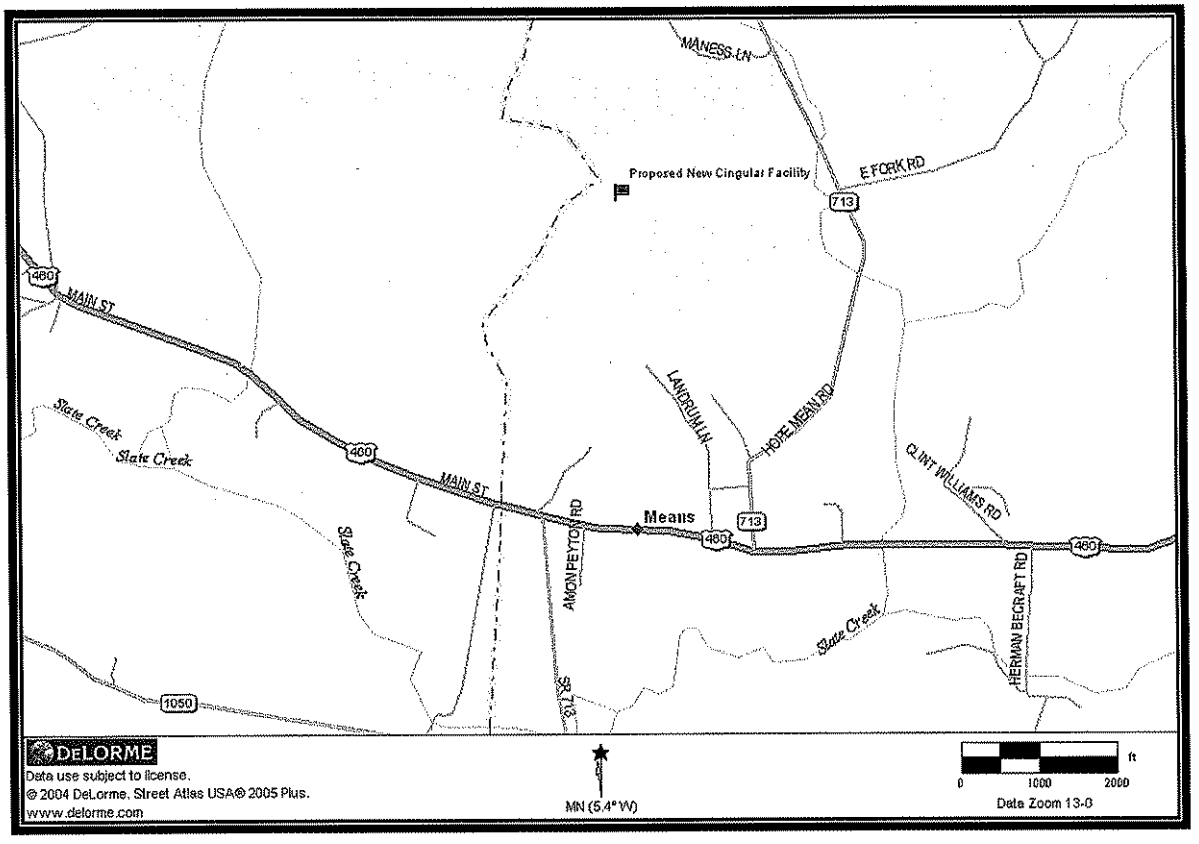
EXHIBIT I
DIRECTIONS TO WCF SITE

Directions to Proposed New Cingular Facility
Site Name: Means



- From Frenchburg take Walnut Street to US 460. Turn right onto US 460 and travel approximately 8 miles to Meadowview Drive. Turn right onto Meadowview Drive and travel to Landrum Lane. Turn left onto Landrum Lane and then a right on Whispering Pines. Travel to logging road. Take logging road up the hill to the site.

- Prepared by: Pike Legal Group PLLC, P.O. Box 369, Shepherdsville, Kentucky 40165. (800) 516-4293.

EXHIBIT J
COPY OF REAL ESTATE AGREEMENT

Market: KY RSA 8
Cell Site Number: 450G0137
Cell Site Name: Means

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by Lawson Real Estate, Inc., a Kentucky Corporation, having a mailing address of P.O. Box 90, Frenchburg, KY 40322 (hereinafter referred to as "**Landlord**") and New **Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a Cingular Wireless**, having a mailing address of 6100 Atlantic Boulevard, Norcross, Georgia 30071(hereinafter referred to as "**Tenant**").

BACKGROUND

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

The parties agree as follows:

1. **OPTION TO LEASE.**

(a) Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the Property containing approximately 20,000 square feet including the air space above such room/cabinet/ground space as described on attached **Exhibit 1**, together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises as described on the attached **Exhibit 1** (collectively, the "**Premises**").

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

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of ( ) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional one (1) year upon written notification to Landlord and the payment of an additional no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) The Option may be sold, assigned or transferred at any time by Tenant to Tenant's parent company or member if Tenant is a limited liability company or any affiliate or subsidiary of, or partner in, Tenant or its parent company or member, or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

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

1) (f) If during the Initial Option Term or any extension thereof, or during the term of this Agreement if the Option is exercised, Landlord can continue to subdivide, sell, and develope the contiguous, adjoining or surrounding property (the "Surrounding Property). In the event of foreclosure, Landlord shall immediately notify Tenant in writing. Any sale of the Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Initial Option Term or any extension thereof, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

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

3. **TERM.**

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

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

(c) If, at least sixty (60) days prior to the end of the fourth (4th) extended term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the fourth (4th) extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4th) extended term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

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

4. **RENT.**

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

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

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

5. **APPROVALS.**

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

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

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

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

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

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

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

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

7. **INSURANCE.**

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

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

8. **INTERFERENCE.**

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

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

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

9. **INDEMNIFICATION.**

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

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

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

10. WARRANTIES.

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

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

11. ENVIRONMENTAL.

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

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

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

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

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

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

14. **MAINTENANCE/UTILITIES.**

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

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When submetering is necessary and available, Landlord will read the meter on a monthly or quarterly basis and provide Tenant with the necessary usage data in a timely manner to enable Tenant to compute such utility charges. Failure by Landlord to perform this function will limit utility fee recovery by Landlord to a 12-month period. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

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

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

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

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

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

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

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

If to Landlord: Lawson Real Estate, Inc
P.O. Box 90
Frenchburg, KY 40322

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

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

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

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

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

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

23. SALE OF PROPERTY. If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide or rezone any of the Premises, all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or rezoning shall

be subject to this Agreement and Tenant's rights hereunder. Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property for non-wireless communication use. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. The provisions of this Paragraph 23 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above.

24. MISCELLANEOUS.

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

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

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

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

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

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

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

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

[SIGNATURES APPEAR ON THE NEXT PAGE]

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

WITNESSES:

Natashia Trimble
Print Name: Natashia Trimble

Robin Lawson
Print Name: Robin Lawson

Joyce A. Bennett
Print Name: Joyce A. Bennett

L. L. Jenkins
Print Name: Charisa L. Jenkins

"LANDLORD"

Lawson Real Estate Inc

By: Philip R. Lawson
Print Name: Philip R. Lawson
Its: President
Date: 7-25-05

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

BY: William Plantz

TITLE: Executive Director

DATE: 8/10/05

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

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

Witness my hand and seal, at office in Brentwood TN (location), this 10 day of August, 2005.

[illegible]
Notary Public

My Commission Expires: 4-9-06

LANDLORD ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY

COUNTY OF Menifee

The foregoing instrument was subscribed to and acknowledged before me by

Philip Lawson on this 25 day of July, 2005.

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

Natasha Trimble Notary Public

My Commission Expires: 4-11-09

EXHIBIT 1

DESCRIPTION OF PREMISES

to the Agreement dated 8-10-05 (7-25), 2005, by and between Lawson Real Estate, Inc., a Kentucky Corporation, as Landlord, and **New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a Cingular Wireless**, as Tenant.

The Premises are described and/or depicted as follows:

All of that tract of land in Menifee County, Kentucky, described, to-wit: Being on north side of U.S. Highway #460 right-of-way being bounded on south by U.S. 460; thence running with the most easterly right-of-way line of Kelly Combs and J.B. Amburgey to a point and corner to Amburgey's property; thence running westerly course with J.B. Amburgey'a north property line to point corner to J.B. Amburgey and W.J. Amburgey; thence running westerly with W.J. Amburgey's north property line to point, a corner to W.J. Amburgey and Thomas McCoy property; thence westerly with McCoy line to point at Rash's Rock corner to W.J. Amburgey; thence northerly with Amburgey to a point corner to W.J. Amburgey and Broner Ringo; thence with Ringo northeasterly to a point near Cedar Grove and corner to Ringo and Okie Shepherd; thence easterly with Shepherd line to a point corner to Shepherd and Howard Moore; thence southerly with

said Moore to *a.* point corner to Moore and prior grantor in chain, Ritter Lawson; thence an easterly with Howard Moore line to a point, corner to property of J.B. Amburgey and Hallie H. Moore; thence southerly with J.B. Amburgey 's and Hallie H. Moore's line to point in northerly right-of-way line of the Kentucky Highway #713 and corner to J.B. Amburgey 's and Hallie H. Moore's line; thence with northern right-of-way line of Kentucky Highway 713 to point corner to Slate Creek Church of Christ; thence with Slate Creek Church of Christ's line, westerly 65 feet to point corner to Slate Creek Church of Christ; thence with Slate Creek Church's line southerly 200 feet to point corner to Slate Creek Church of Christ and Kelly Combs; thence same direction with Comb's line 252 feet to point, corner to Combs; thence easterly with Comb's line 150 feet to point corner to Combs and Kentucky Highway #713 westerly right-of-way line; thence southerly with westerly right-of-way line of Kentucky Highway 713 to point at the intersection of westerly right-of-way line of Kentucky Highway 713 and northerly right-of-way line of U.S. Highway #460; thence westerly with northerly right-of-way line of U.S. Highway 460 to the beginning.

HOWEVER, the following are excepted:

1. County Line Subdivision Slide 31, Plat 44;
2. Robert Landrum, Deed Book 51, page 209;
3. BSL Builders, Deed Book 69, page 284; and
4. All property on Elmer Henry County road.
5. Sammie and Bridgett Lawson to Karen Spencer, Deed Book 73, Page 513, .75 acre
6. Sammie and Bridgett Lawson to James Davis, Deed Book 79, Page 69, .951 acres, and

EXHIBIT K
NOTIFICATION LISTING

MEANS LANDOWNER NOTICE LISTING

Lawson Real Estate
P.O. Box 90
Frenchburg, KY 40322

David & Jenny Baldridge and
Russell & Shelly White
59 Towers Road
Clearfield , KY 40313

Thomas McCoy Trust
c/o Shirley McCoy
Route 1, Box 195
Jeffersonville, KY 40337

Okie Shepherd
1135 Hope-Means Road
Means, KY 40346

Larry Reed
306 Chenault Lane
Mt. Sterling, KY 40353

J.B. & Geraldine Amburgey
P.O. Box 47
Means, KY 40346

Terry & Julia Maness
P.O. Box 135
Means, KY 40346

Nancy Crouch
P.O. Box 442
Mt. Sterling, KY 40353

Douglas and Trudy Roberts
818 Brande Dr.
Eaton, OH 45320

Douglas and Kimberlee Duncil
2085 Shirlene Dr.
Grove City , OH 43123

Teddy Martin
4350 Hwy 599
Jeffersonville, KY 40337

Betty Flynn
59 Mockingbird Valley
Winchester, KY 40391

Marie Vest
P.O. Box 158
Means, KY 40346

Jamie Waggoner
165 Meadowview Dr.
Means, KY 40346

EXHIBIT L
COPY OF PROPERTY OWNER NOTIFICATION

PIKE
LEGAL

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

Notice of Proposed Construction
Wireless Communications Facility Proposal
Site Name: Means

Dear Landowner:

New Cingular Wireless PCS, LLC has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at Whispering Pines, Means, Kentucky 40346. The proposed facility will include a 250-foot tall self-support tower, plus related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

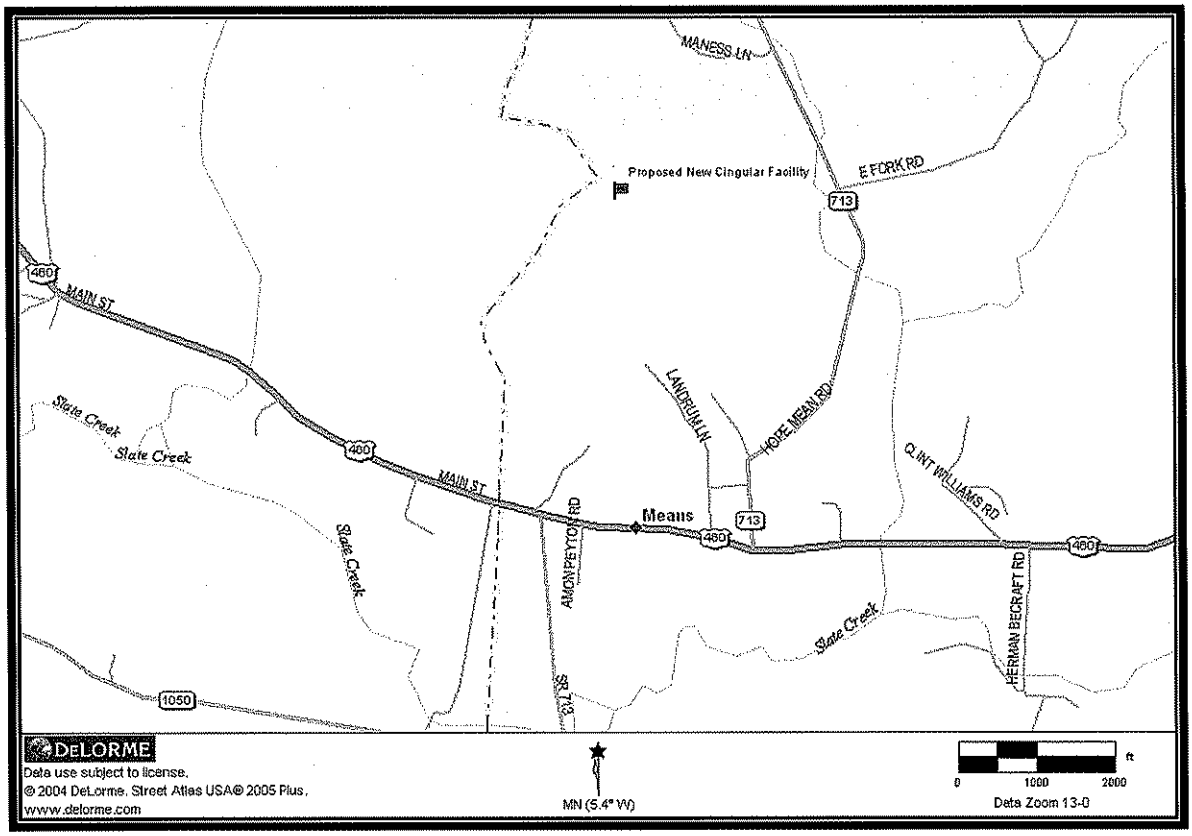
This notice is being sent to you because the Menifee County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site or adjacent to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2006-00040 in any correspondence sent in connection with this matter.

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

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

Enclosure

Directions to Proposed New Cingular Facility
Site Name: Means



- **From Frenchburg take Walnut Street to US 460. Turn right onto US 460 and travel approximately 8 miles to Meadowview Drive. Turn right onto Meadowview Drive and travel to Landrum Lane. Turn left onto Landrum Lane and then a right on Whispering Pines. Travel to logging road. Take logging road up the hill to the site.**

- **Prepared by: Pike Legal Group PLLC, P.O. Box 369, Shepherdsville, Kentucky 40165. (800) 516-4293.**

EXHIBIT M
COPY OF COUNTY JUDGE/EXECUTIVE NOTICE

PIKE
LEGAL

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

January 27, 2006

VIA CERTIFIED MAIL

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

RE: Notice of Proposal to Construct Wireless Communications Facility
Kentucky Public Service Commission Docket No. 2006-00040
Site Name: Means

Dear Judge Trimble:

New Cingular Wireless PCS, LLC has filed an application with the Kentucky Public Service Commission (the "PSC") to construct a new wireless communications facility at Whispering Pines, Means, Kentucky 40346 (37°57'38.19" North latitude, 83°46'12.58" West longitude). The proposed facility will include a 250-foot tall antenna tower, plus related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2006-00040 in any correspondence sent in connection with this matter.

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

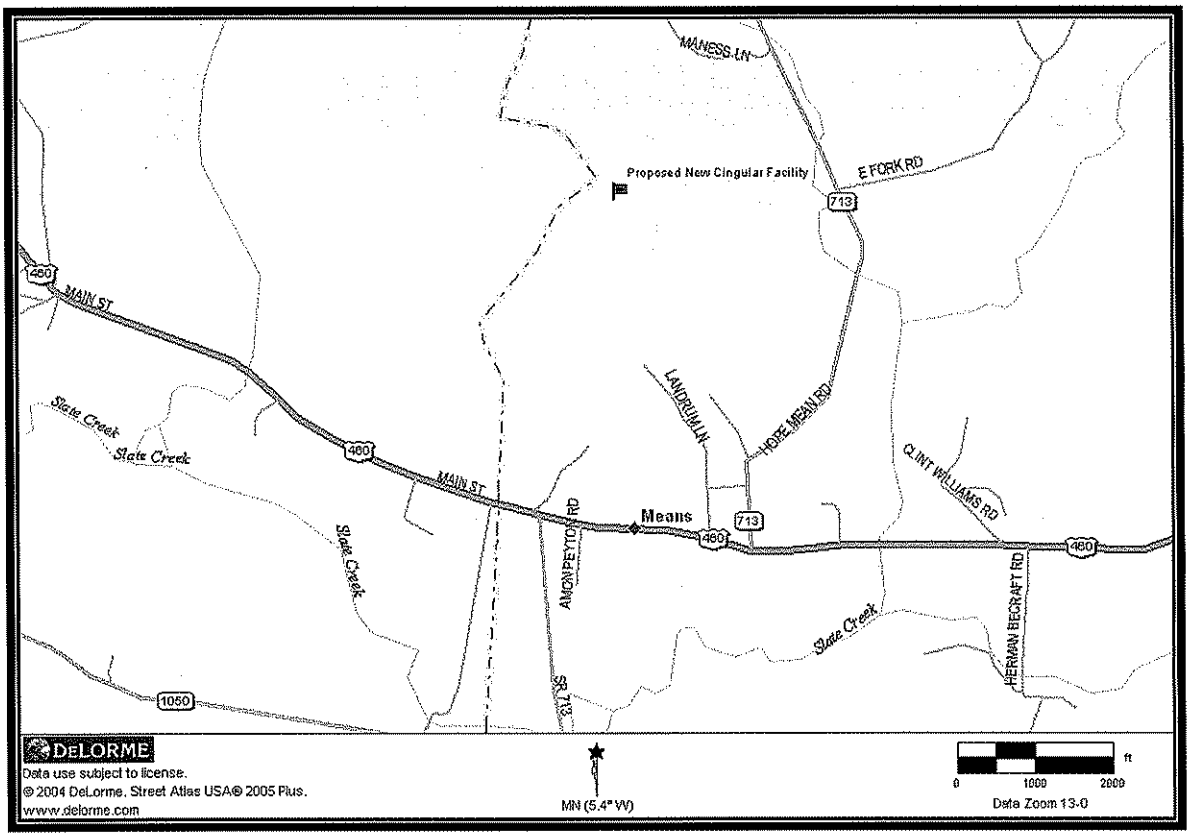
Please feel free to contact us with any comments or questions you may have.

Sincerely,

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

Enclosure

Directions to Proposed New Cingular Facility
Site Name: Means



- **From Frenchburg take Walnut Street to US 460. Turn right onto US 460 and travel approximately 8 miles to Meadowview Drive. Turn right onto Meadowview Drive and travel to Landrum Lane. Turn left onto Landrum Lane and then a right on Whispering Pines. Travel to logging road. Take logging road up the hill to the site.**

- **Prepared by: Pike Legal Group PLLC, P.O. Box 369, Shepherdsville, Kentucky 40165. (800) 516-4293.**

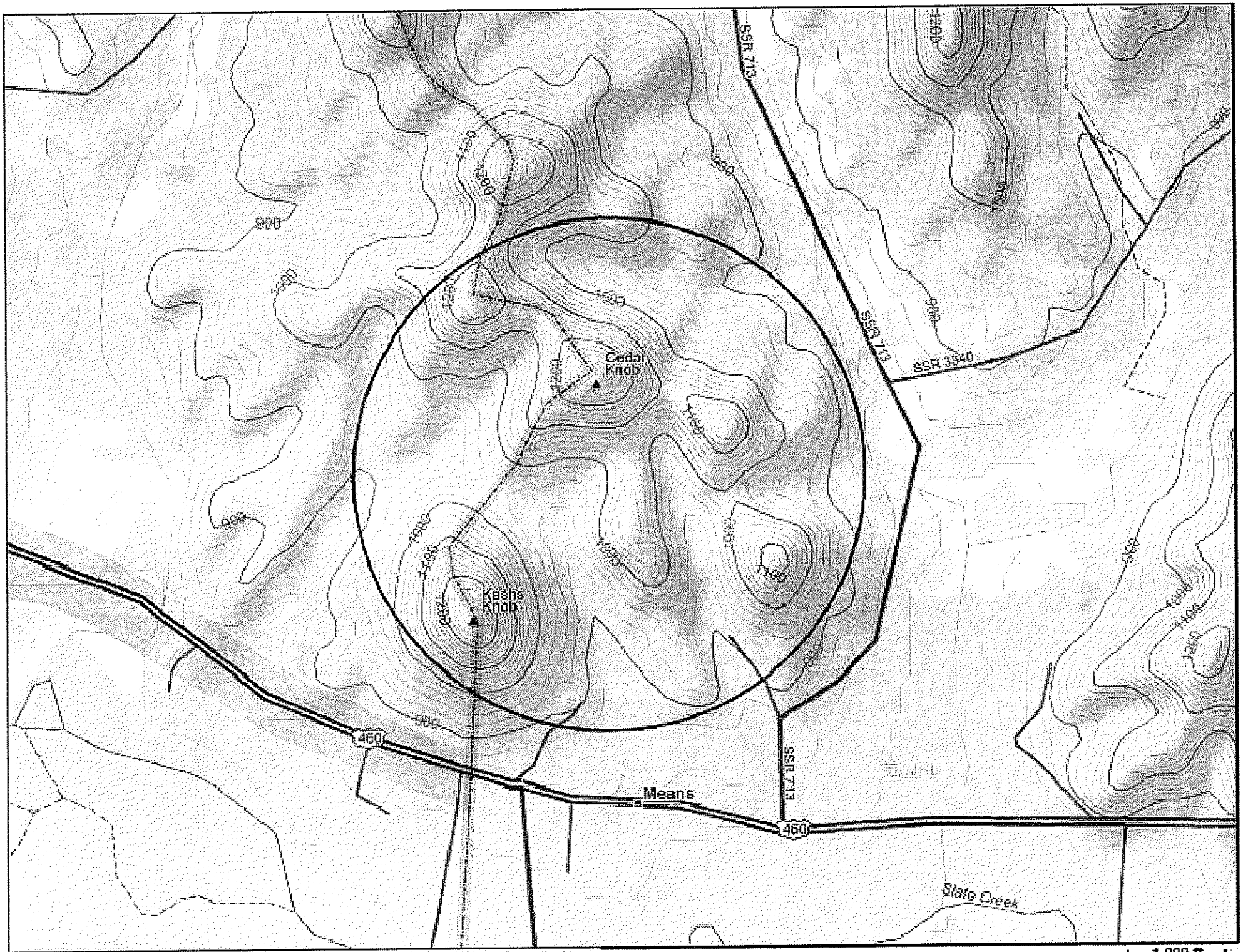
EXHIBIT N
COPY OF POSTED NOTICES

MEANS NOTICE SIGNS

New Cingular Wireless PCS, LLC, proposes to construct a telecommunications **tower** on this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2006-00040 in your correspondence.

New Cingular Wireless PCS, LLC, proposes to construct a telecommunications **tower** near this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165 (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2006-00040 in your correspondence.

EXHIBIT O
COPY OF RADIO FREQUENCY DESIGN SEARCH AREA



Scale: 1 : 16,000 Map Rotation: 0° Magnetic Declination: 0.0°E