



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

August 7, 2006

VIA EXPRESS MAIL

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

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AUG 8 2006
PUBLIC SERVICE
COMMISSION

Case No. 2006-00362

RE: Application to Construct Wireless Communications Facility
Location: Highway 231, Morgantown, KY 42261
Applicant: New Cingular Wireless PCS, LLC
Cingular Wireless Site Name: Aberdeen

Dear Mr. Cline:

On behalf of our client New Cingular Wireless PCS, LLC, we are submitting the enclosed Application for Certificate of Public Convenience and Necessity for Construction of a Wireless Communications Facility for filing with the Commission (one original plus five copies). We have also enclosed two 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,

A handwritten signature in black ink, appearing to read "David A. Pike".

David A. Pike

A handwritten signature in black ink, appearing to read "Stephen C. Lentz".

Stephen C. Lentz
Attorneys for New Cingular Wireless PCS, LLC

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PUBLIC SERVICE
COMMISSION

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.: 2006-00362
CONVENIENCE AND NECESSITY TO CONSTRUCT)
A WIRELESS COMMUNICATIONS FACILITY AT)
HIGHWAY 231, MORGANTOWN, KY 42261)
IN THE WIRELESS COMMUNICATIONS LICENSE AREA)
IN THE COMMONWEALTH OF KENTUCKY)
IN THE COUNTY OF BUTLER)

SITE NAME: ABERDEEN

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* * * * *

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

New Cingular Wireless PCS, LLC and Orange Licenses Holding, LLC (referred to hereinafter collectively as "Applicant" or "Cingular Wireless"), 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 are inapplicable. Applicant limited liability company has provided a copy of the Certificate of Authority issued by the Secretary of State of the Commonwealth of Kentucky for the applicant entity as part of **Exhibit A**.

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

5. The public convenience and necessity require 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 Highway 231, Morgantown, KY 42261 (37° 15' 31.87" North latitude, 86° 41' 2.40" 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 William R. Dennison, Jr. and Sarah M. Dennison pursuant to a Deed recorded at Deed Book 181 Page 589 in the office of the Butler 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. 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 within the map area.

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 included on the title sheet for the Site Development Plan drawings attached as part of **Exhibit B**. The name and telephone number of the preparer of **Exhibit B** 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 I**. Also included as part of **Exhibit I** 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 a professional engineer registered in the Commonwealth of Kentucky. All tower designs meet or exceed applicable laws and regulations.

17. Medley’s Project Management will supervise the design and construction of the proposed facility, 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-1996 standards, for a wind load of 70 m.p.h. basic wind speed with 1/2” radial ice.

20. The site development plan is signed and sealed by a professional engineer registered in Kentucky. 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 J** and **Exhibit K**, respectively.

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

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 M**. 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 property that will be the location for the facility is vacant. The general area where the proposed facility is to be located is rural in character, having a mixture of low-density commercial and residential development.

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 N**.

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 - Copy of Real Estate Agreement
- J - Notification Listing
- K - Copy of Property Owner Notification
- L - Copy of County Judge/Executive Notice
- M - Copy of Posted Notices
- N - Copy of Radio Frequency Design Search Area

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AUG 8 2006

PUBLIC SERVICE
COMMISSION

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.

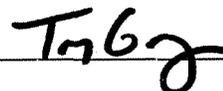
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 1st day of February, 2005.

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.




Trey Grayson
Secretary of State
Commonwealth of Kentucky
10293/0481848

**Federal Communications Commission
Wireless Telecommunications Bureau**

Radio Station Authorization (Reference Copy Only)

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: New Cingular Wireless PCS, LLC

ATTN FCC GROUP
New Cingular Wireless PCS, LLC
5601 LEGACY DRIVE, MS: A-3
PLANO, TX 75024

FCC Registration Number (FRN): 0003291192	
Call Sign: KNLF251	File Number:
Radio Service: CW - PCS Broadband	

Grant Date 07/07/2005	Effective Date 09/27/2005	Expiration Date 06/23/2015	Print Date 07/28/2006
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Market Number: MTA026	Channel Block: A	Sub-Market Designator: 15
Market Name: Louisville-Lexington-Evansvill		

1st Build-out Date 06/23/2000	2nd Build-out Date 06/23/2005	3rd Build-out Date	4th Build-out Date
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Special Conditions or Waivers/Conditions This authorization is subject to the condition that the remaining balance of the winning bid amount will be paid in accordance with Part 1 of the Commission's rules, 47 C.F.R. Part 1. This license is conditioned upon compliance with the provisions of Applications of AT&T Wireless Services, Inc. and Cingular Wireless Corporation For Consent to Transfer Control of Licenses and Authorizations, Memorandum Opinion and Order, FCC 04-255 (rel. Oct. 26, 2004). Spectrum Lease Associated with this License. See Spectrum Leasing Arrangement Letter dated 12/06/2004 and File # 0001918512.

This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/United States), future coordination of any base station transmitters within 72 km (45 miles) of the United States/Canada border shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

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.

A graphical representation of the geographic area authorized to this call sign may be generated by selecting 'License Search' at the following web address: <http://www.fcc.gov/wtb/uls/>.

FCC 601 - MB
September 2002

CLOSE WINDOW

**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: KNKN748	File Number:
Radio Service: CL - Cellular	
Market Number CMA445	Channel Block A
Sub-Market Designator 0	

Market Name Kentucky 3 - Meade
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Grant Date 08/21/2001	Effective Date 09/29/2005	Expiration Date 10/01/2011	Five Yr Build-Out Date 01/06/1997	Print Date 07/28/2006
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Site Information

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.
2	36-49-19.8 N	086-40-30.2 W	283.5	58.2		1043423
Address			City	County	State	Construction Deadline
2235 Pilot Knob Road			AUBURN	SIMPSON	KY	

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	148.9	153.5	142.0	135.8	133.4	147.3	134.4	131.4
Transmitting ERP (watts)	34.670	91.200	79.430	22.390	2.880	0.290	0.480	5.370
Antenna: 2 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	148.9	153.5	142.0	135.8	133.4	147.3	134.4	131.4
Transmitting ERP (watts)	0.420	1.070	10.720	52.480	100.000	57.540	12.020	1.290
Antenna: 3 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	148.9	153.5	142.0	135.8	133.4	147.3	134.4	131.4
Transmitting ERP (watts)	38.020	6.170	0.410	0.350	2.630	19.500	74.130	95.500

Location	Latitude	Longitude	Ground Elevation	Structure Hgt to Tip	Antenna Structure
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5	36-47-00.6 N	086-17-12.4 W	(meters) 242.6	(meters) 110.6	Registration No. 1043428			
Address			City	County	State	Construction Deadline		
6131 Bowling Green Road			Scottsville	ALLEN	KY			

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	173.0	153.8	134.7	111.8	136.7	141.7	153.4	175.0
Transmitting ERP (watts)	53.960	4.810	0.300	0.160	0.160	0.230	5.400	49.210
Antenna: 2 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	173.0	153.8	134.7	111.8	136.7	141.7	153.4	175.0
Transmitting ERP (watts)	0.940	12.340	135.320	224.580	26.390	1.350	0.540	0.540

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.			
8	37-06-13.5 N	086-11-31.9 W	248.4	94.2	1043426			
Address			City	County	State	Construction Deadline		
HWY 31 W. 15.5 MILES NORTH OF BOWLING GREEN			BROWNSVILLE	EDMONSON	KY			

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	131.7	122.6	127.3	139.0	147.2	163.7	144.0	150.8
Transmitting ERP (watts)	81.280	25.120	12.590	13.180	54.950	95.500	100.000	100.000

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.			
9	37-57-06.1 N	086-24-38.3 W	260.0	98.1	1043429			
Address			City	County	State	Construction Deadline		
HWY 144 3 MILES E. OF UNION STAR			Hardinsburg	BRECKINRIDGE	KY			

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	166.2	147.6	139.4	152.5	161.0	189.7	186.6	177.7
Transmitting ERP (watts)	111.660	109.120	169.000	125.280	115.580	101.830	161.390	111.660

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.			
11	36-50-27.2 N	087-07-57.0 W	237.7					
Address			City	County	State	Construction Deadline		
ELKTON CELL SITE 360C STOKES RD			ELKTON	TODD	KY			

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	92.1	110.3	95.1	104.1	113.2	107.3	94.4	86.1

Transmitting ERP (watts)	186.000	0.600	3.400	0.800	0.600	2.600	3.600	60.800
Antenna: 2 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	92.1	110.8	95.1	104.1	113.2	107.3	94.4	86.1
Transmitting ERP (watts)	0.600	0.500	2.500	2.000	105.600	142.400	0.800	2.600

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.		
12	37-24-18.2 N	086-14-13.9 W	256.0					
Address			City	County	State	Construction Deadline		
ANNETA CELL SITE INTERSECTION ON KY HWY 259 AND KY HWY 226			ANNETA	GRAYSON	KY			

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	100.0	80.0	93.1	105.9	102.2	116.2	91.2	97.2
Transmitting ERP (watts)	421.000	118.700	8.400	0.800	0.800	0.800	8.400	118.700
Antenna: 2 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	100.0	80.8	93.1	105.9	102.2	116.2	91.2	97.2
Transmitting ERP (watts)	0.800	0.800	8.400	118.700	421.000	118.700	8.400	0.800

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.		
13	37-06-40.2 N	085-58-42.9 W	321.9					
Address			City	County	State	Construction Deadline		
PREWITTS KNOB CELL SITE ON TOP OF PREWITTS KNOB 1.4 MILES SSW OF INT OF US31W &			CAVE CITY	BARREN	KY			

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	180.4	196.9	183.3	181.6	192.6	186.0	179.1	172.1
Transmitting ERP (watts)	66.800	100.000	100.000	94.400	50.100	18.800	16.600	29.900

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.		
14	37-51-08.2 N	085-56-44.9 W	209.7					
Address			City	County	State	Construction Deadline		
RADCLIFF CELL SITE WILSON ROAD & CARDINAL LANE			RADCLIFF	HARDIN	KY			

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	98.8	125.8	139.6	73.1	66.5	85.4	83.0	107.6
Transmitting ERP (watts)	23.900	42.500	45.000	31.900	17.900	1.500	0.300	5.700

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.
15	36-43-15.1 N	086-35-47.0 W	222.5			
Address			City	County	State	Construction Deadline
FRANKLIN CELL SITE 320 MCLENDEN AVENUE			FRANKLIN	SIMPSON	KY	

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	152.8	154.9	144.8	137.6	138.2	148.8	132.7	136.5
Transmitting ERP (watts)	100.000	100.000	100.000	100.000	100.000	100.000	100.000	100.000

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.
16	37-03-58.8 N	087-00-53.8 W	218.2	96.3		1043427
Address			City	County	State	Construction Deadline
WEST OF DUNMOR ON BRADLEY LANDING ROAD			DUNMOR	LOGAN	KY	

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	167.0	151.2	153.7	171.1	146.6	124.7	123.8	143.4
Transmitting ERP (watts)	39.370	82.880	78.030	31.940	3.950	0.410	0.400	5.800
Antenna: 2 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	167.0	151.2	153.7	171.1	146.6	124.7	123.8	143.4
Transmitting ERP (watts)	0.520	1.160	11.890	53.500	88.500	71.160	16.940	1.700
Antenna: 3 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	167.0	151.2	153.7	171.1	146.6	124.7	123.8	143.4
Transmitting ERP (watts)	52.440	8.030	0.630	0.470	2.790	23.140	70.570	84.990

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.
18	37-29-18.6 N	086-18-58.4 W	232.3	57.3		1002421
Address			City	County	State	Construction Deadline
Basham Road			LEITCHFIELD	GRAYSON	KY	

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	91.7	89.1	68.2	78.9	92.6	97.6	68.9	111.4
Transmitting ERP (watts)	44.480	93.650	88.170	36.090	4.470	0.470	0.450	6.550
Antenna: 2 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	91.7	89.1	68.2	78.9	92.6	97.6	68.9	111.4
Transmitting ERP (watts)	0.590	1.310	13.440	60.450	100.000	80.410	19.140	1.920
Antenna: 3 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	91.7	89.1	68.2	78.9	92.6	97.6	68.9	111.4

Transmitting ERP (watts)	59.250	9.070	0.710	0.530	3.150	26.150	79.740	96.030
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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.	
19	37-14-22.1 N	086-15-59.7 W	229.8	123.4	1025100	
Address			City	County	State	Construction Deadline
1400 POPLAR SPRINGS RD.			BROWNSVILLE	EDMONSON	KY	

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	147.7	154.7	128.2	144.4	166.1	172.5	183.0	171.8
Transmitting ERP (watts)	31.140	65.550	61.720	25.260	3.130	0.330	0.320	4.590
Antenna: 2 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	147.7	154.7	128.2	144.4	166.1	172.5	183.0	171.8
Transmitting ERP (watts)	0.410	0.910	9.410	42.320	70.000	56.290	13.400	1.340
Antenna: 3 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	147.7	154.7	128.2	144.4	166.1	172.5	183.0	171.8
Transmitting ERP (watts)	41.480	6.350	0.500	0.370	2.210	18.300	55.820	67.220

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.	
20	37-59-01.3 N	086-09-28.7 W	201.5	81.1	1061285	
Address			City	County	State	Construction Deadline
754 Highway 448			Brandenburg	MEADE	KY	04/11/2001

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	92.2	83.5	117.0	68.4	53.9	77.8	79.5	125.9
Transmitting ERP (watts)	17.210	1.030	8.460	24.920	1.830	0.140	0.150	5.840
Antenna: 2 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	112.8	115.2	97.0	88.0	77.5	98.2	103.3	100.3
Transmitting ERP (watts)	0.120	0.380	3.370	13.430	24.430	15.410	3.530	0.330
Antenna: 3 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	112.8	115.2	97.0	88.0	77.5	98.2	103.3	100.3
Transmitting ERP (watts)	41.690	7.080	0.430	0.260	3.800	22.910	72.440	93.330

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.	
21	36-47-10.0 N	086-08-39.0 W	252.1	91.4	1043039	
Address			City	County	State	Construction Deadline
4.8 KM NORTHEAST OF			SCOTTSVILLE	ALLEN	KY	

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	138.8	115.6	100.7	102.2	58.4	94.9	118.4	129.8

Transmitting ERP (watts)	9.330	0.460	2.190	26.610	48.990	70.000	66.390	37.590
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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.	
22	37-52-17.8 N	086-16-03.5 W	224.3	152.1	1043896	
Address			City	County	State	Construction Deadline
Hwy 60 West			IRVINGTON	BRECKINRIDGE	KY	

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	120.2	109.4	87.2	91.1	109.4	110.8	146.3	104.1
Transmitting ERP (watts)	29.030	29.030	29.030	29.030	29.030	29.030	29.030	29.030

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.	
23	36-42-08.6 N	086-33-19.0 W	217.0	114.3	1200032	
Address			City	County	State	Construction Deadline
Turners Ford Road			Franklin	SIMPSON	KY	

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	112.8	115.2	97.0	88.0	77.5	98.2	103.3	100.3
Transmitting ERP (watts)	37.150	89.130	79.430	25.700	3.160	0.410	0.410	7.410
Antenna: 2 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	112.8	115.2	97.0	88.0	77.5	98.2	103.3	100.3
Transmitting ERP (watts)	0.120	0.380	3.370	13.430	24.430	15.410	3.530	0.330
Antenna: 3 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	112.8	115.2	97.0	88.0	77.5	98.2	103.3	100.3
Transmitting ERP (watts)	41.690	7.080	0.430	0.260	3.800	22.910	72.440	93.330

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.	
24	37-12-42.2 N	037-12-22.3 W	172.2	49.1	1048711	
Address			City	County	State	Construction Deadline
SAWMILL LANE			LUZERNE	MUHLENBERG	KY	

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	76.0	77.3	88.5	65.9	49.4	75.2	85.5	69.7
Transmitting ERP (watts)	70.960	39.000	70.960	200.000	79.620	35.570	79.620	200.000
Antenna: 2 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	76.0	77.3	88.5	65.9	49.4	75.2	85.5	69.7
Transmitting ERP (watts)	70.960	39.000	70.960	200.000	79.620	35.570	79.620	200.000

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.		
25	36-49-53.1 N	086-54-51.9 W	253.9	78.6		1043422		
Address			City	County	State	Construction Deadline		
.4 MILES N. OF HWY 79, .1 MILE W. OF HWY 68 BYPASS			LEWISBURG	LOGAN	KY			

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	143.7	138.4	122.1	140.3	155.6	149.1	138.7	145.2
Transmitting ERP (watts)	34.670	91.200	79.430	22.390	2.880	0.290	0.480	5.370
Antenna: 2 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	143.7	138.4	122.1	140.3	155.6	149.1	138.7	145.2
Transmitting ERP (watts)	0.200	0.660	10.720	31.440	11.750	34.470	12.020	0.790
Antenna: 3 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	143.7	138.4	122.1	140.3	155.6	149.1	138.7	145.2
Transmitting ERP (watts)	38.020	6.170	0.410	0.350	2.630	19.500	74.130	95.500

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.		
26	36-59-56.8 N	086-26-54.9 W	151.8	39.6				
Address			City	County	State	Construction Deadline		
927 Payne Street			Bowling Green	WARREN	KY	09/13/2005		

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	29.9	29.9	32.2	29.9	29.9	29.9	29.9	29.9
Transmitting ERP (watts)	13.040	38.480	32.750	8.420	1.010	0.100	0.130	1.760
Antenna: 2 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	29.9	29.9	32.2	29.9	29.9	29.9	29.9	29.9
Transmitting ERP (watts)	0.100	0.410	3.590	20.660	43.170	23.180	4.420	0.440
Antenna: 3 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	29.9	29.9	32.2	29.9	29.9	29.9	29.9	29.9
Transmitting ERP (watts)	14.970	2.160	0.160	0.100	0.860	7.160	30.560	40.290

Control Points

Control Point No.	Address	City	County	State	Telephone Number
1	1650 Lyndon Farms Court	LOUISVILLE		KY	(502)329-4700

Waivers/Conditions

The Cellular Geographic Service Areas of the following cellular systems (listed by call sign) have been combined: KNKA672, KNKA517, KNKA806, KNKA654, KNKA208, KNKA558, KNKA661, KNKA762, KNKN445, KNKN449,

KNKN340, KNKN307, KNKN830. KNKN674 AND KNKN748.

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**

**EXHIBIT C
TOWER AND FOUNDATION DESIGN
AND
STATEMENT OF QUALIFICATIONS**

Sabre Towers



MEDLEY'S PROJECT MANAGEMENT INC

Permit Pkg with Foundation

Aberdeen, KY

Sabre Job Number 07-07131

STAMPED PERMIT DRAWINGS

YOUR SABRE

REPRESENTATIVE IS

Mike Upton

1-800-369-6690 EXT. 169



2101 Murray Street • P.O. Box 658 • Sioux City, Iowa 51102 USA

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

www.sabrecom.com



Structural Design Report
250' S3TL Series HD Self-Supporting Tower
located at: Aberdeen, KY

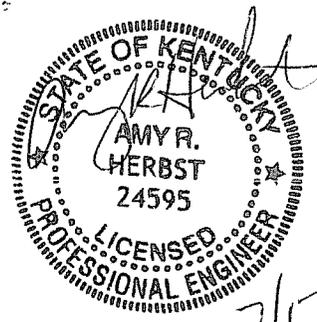
prepared for: MEDLEY'S PROJECT MANAGEMENT INC
by: Sabre Communications Corporation TM

Job Number: 07-07131

July 14, 2006

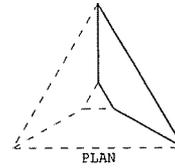
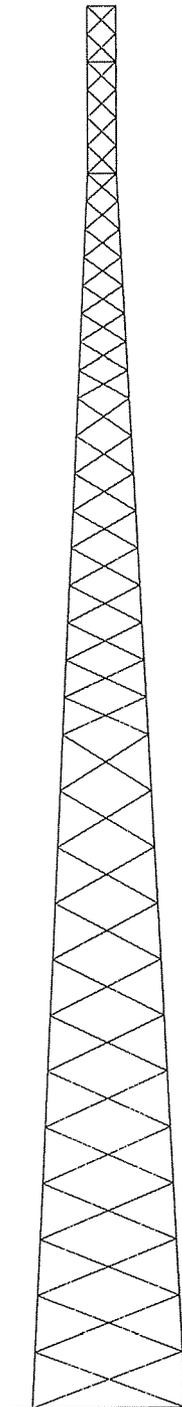
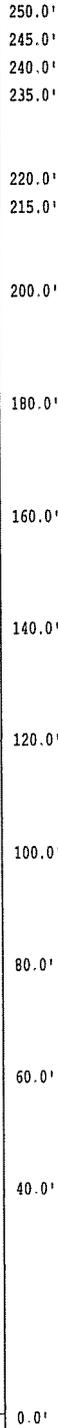
Tower Profile.....	1
Foundation Design Summary (Option 1).....	2
Foundation Design Summary (Option 2).....	3
Maximum Leg Loads.....	4
Maximum Diagonal Loads.....	5
Maximum Foundation Loads.....	6
Calculations.....	A1-A11

Prepared by REB
 Checked by REH
 Approved by ARR



7/17/06

Leg	50 ksi	8.6250"x0.3220" PIPE	A	5.5625"x0.3750" PIPE	5.5625"x0.2580" PIPE	B	C	D	E	F
Diagonal	36 ksi	L 4"x4"x1/4"	L 3-1/2"x3-1/2"x1/4"	G	H	I	L 2"x2"x1/8"			
Horizontal	36 ksi	(2) 5/8"	(1) 3/4"	(1) 5/8"						
Brace Bolts	A325X	27.0'	12 @ 10.0'	9 @ 6.7'	14 @ 5.0'					
Face Width										
Panel Height # Panels										



NOTES:

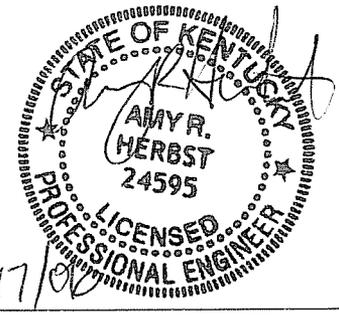
1. The tower model is S3TL Series HD.
2. Transmission lines are to be attached to standard 6-over-6 waveguide ladders.
3. Azimuths are relative (not based on true north).
4. Foundation loads shown are maximums.
5. (6) 1 1/2" dia. A449 anchor bolts per leg. Minimum 57.5" embedment from top of concrete 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) DBXLH-9090C-VTM + 3T-Boom	(12) 1 5/8
2	250'	(12) TMA	
3	235'	(9) 8' x 1' x 3in + 3T-Boom	(9) 1 5/8
4	220'	(9) 8' x 1' x 3in + 3T-Boom	(9) 1 5/8

MATERIAL LIST

NO	TYPE
A	5.5625"x0.5000" PIPE
B	4.0000"x0.3180" PIPE
C	3.5000"x0.3000" PIPE
D	2.8750"x0.3750" PIPE
E	2.8750"x0.2030" PIPE
F	2.3750"x0.1540" PIPE
G	L 3"x3"x3/16"
H	L 2-1/2"x2-1/2"x3/16"
I	L 2"x2"x3/16"
J	L 2"x2"x1/8"



TOTAL FOUNDATION LOADS

H=36.88k
 V=72.72k
 M=5293.81k-ft
 T=0.00k-ft

INDIVIDUAL FOOTING LOADS

H=22.68k
 V=241.59k
 U=-196.17k



Sabre Communications Corporation

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

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

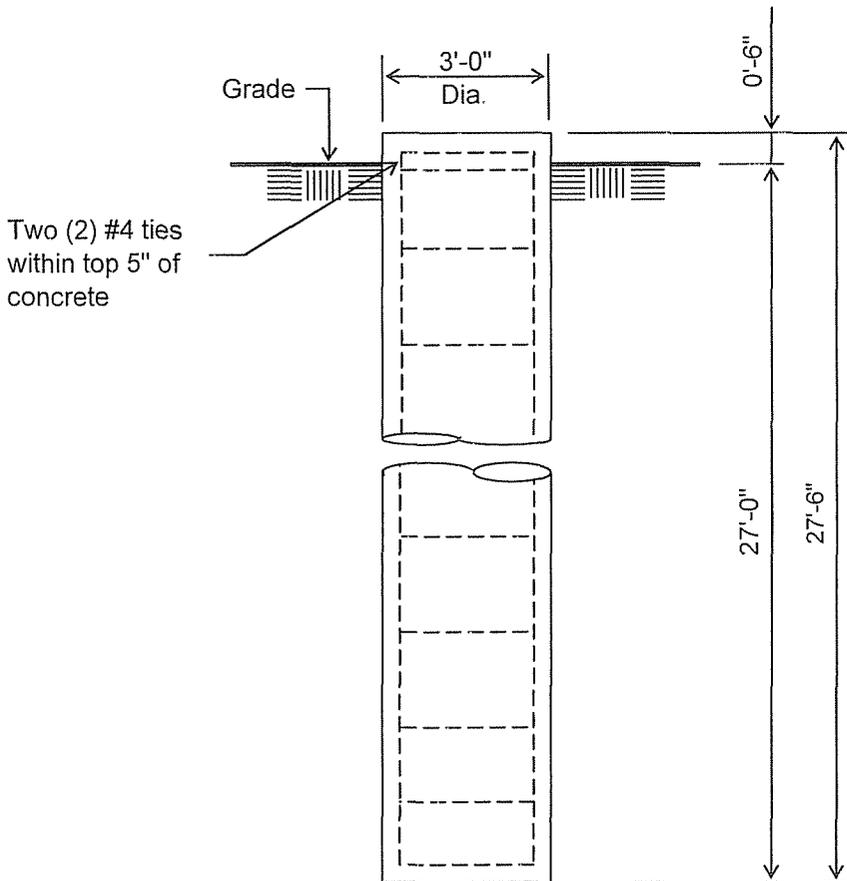
Client: MEDLEY'S PROJECT MANAGEMENT INC Job No: 07-07131 Date: 14 jul 2006

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

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

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

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



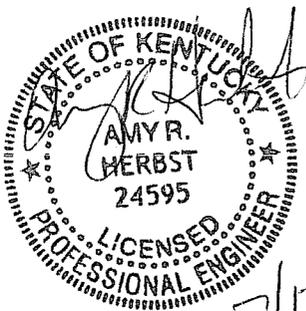
Notes:

- 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. 57067301G, dated: 3-6-06
- 6). See the geotechnical report for drilled pier installation requirements, if specified.
- 7). This foundation design is based on encountering competent rock below 23.5'.

ELEVATION VIEW

(7.2 Cu. Yds. each)
(3 REQUIRED)

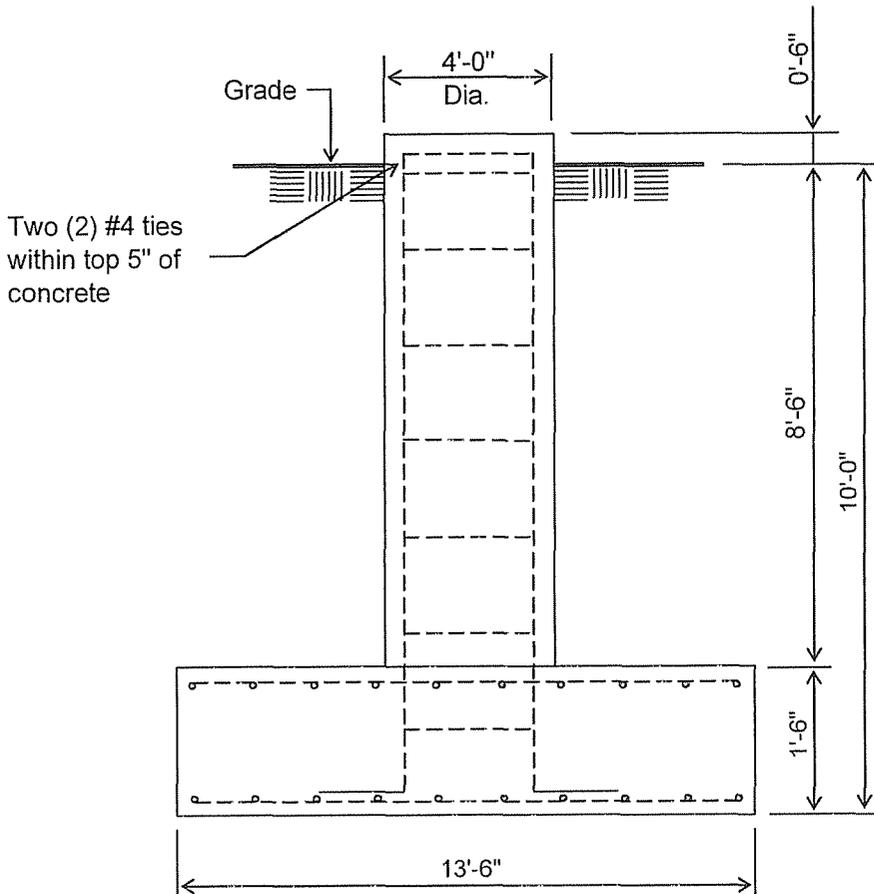
Rebar Schedule per Pier	
Pier	(12) #8 vertical rebar w/#4 ties, two (2) within top 5" of pier then 12" C/C



7/17/06

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

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



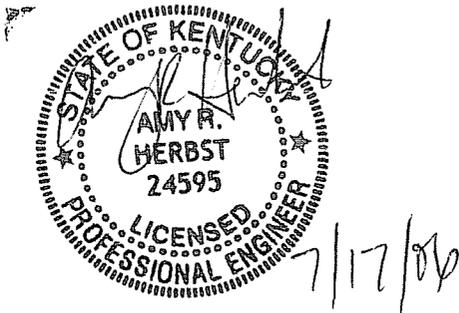
Notes:

- 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. 57067301G, dated: 3-6-06
- 6). See the geotechnical report for compaction requirements, if specified.

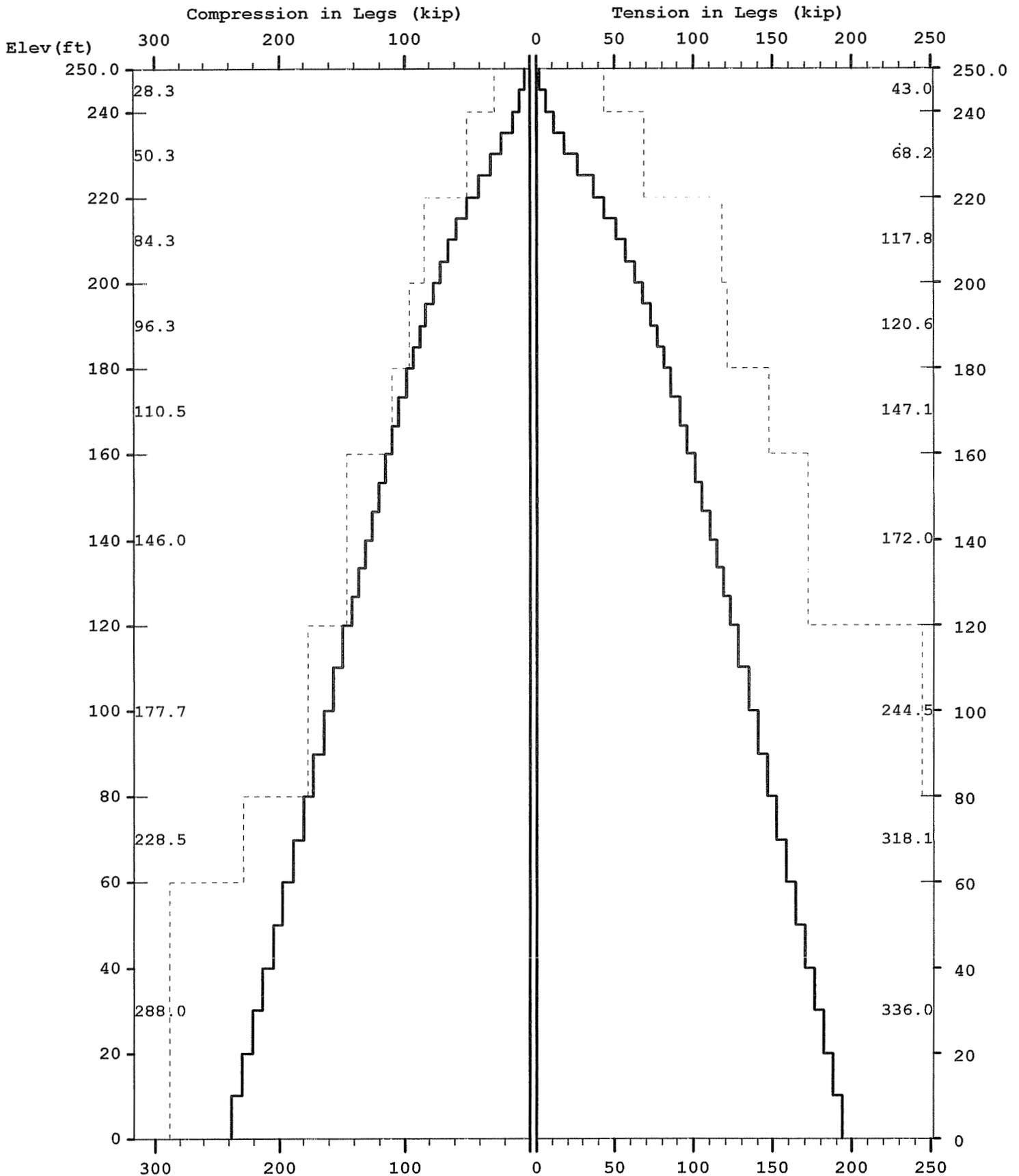
ELEVATION VIEW

(14.31 Cu. Yds. each)
(3 REQUIRED)

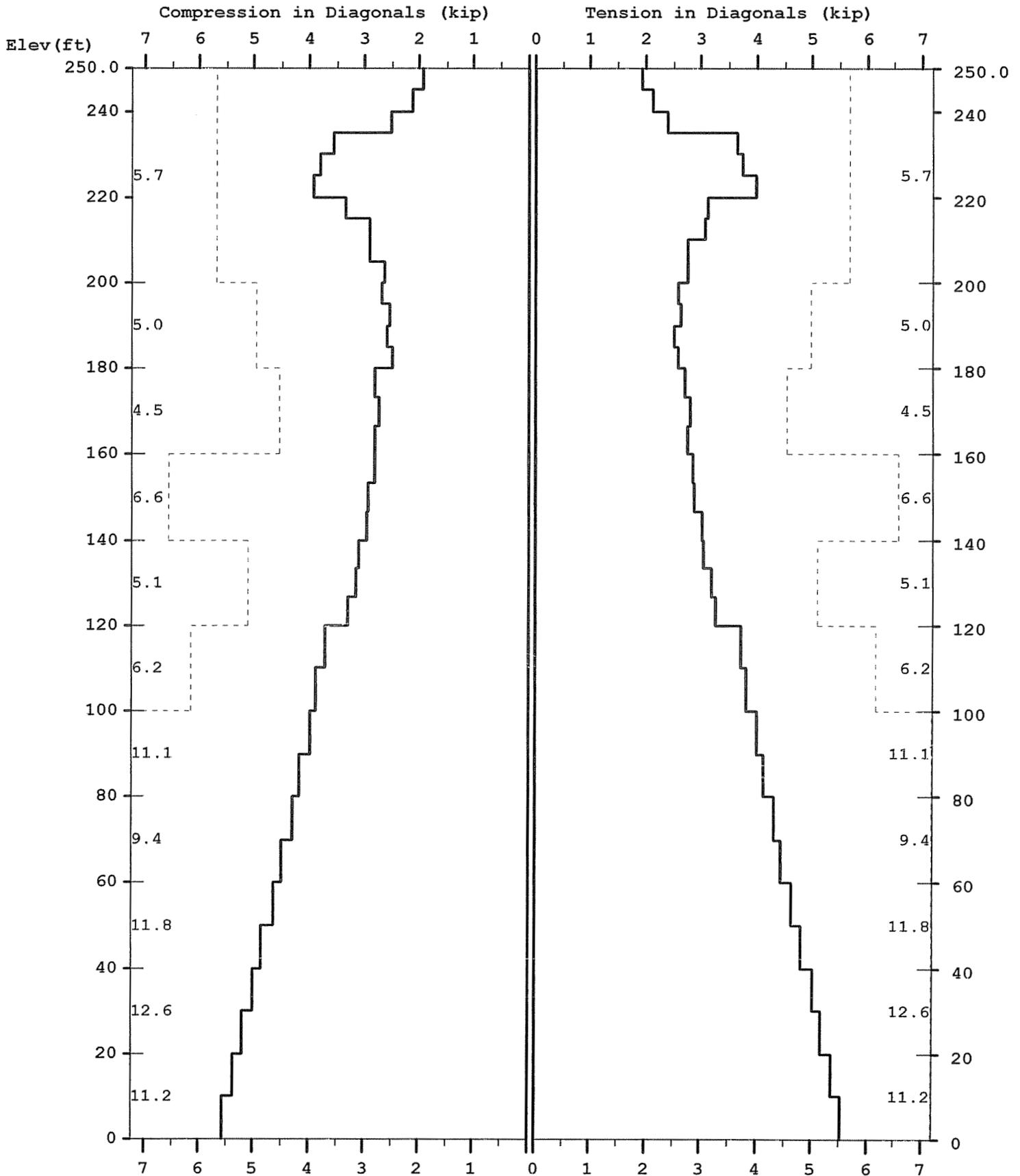
Rebar Schedule per Pad and Pier	
Pier	(16) #7 vertical rebar w/hooks at bottom w/#4 ties, two (2) within top 5" of pier then 12" C/C
Pad	(14) #7 horizontal rebar evenly spaced each way top and bottom (56 Total)



250' S3TL MEDLEY'S PROJECT MANAGEMENT INC Aberdeen KY (07-07131) REBEACOM
Maximum

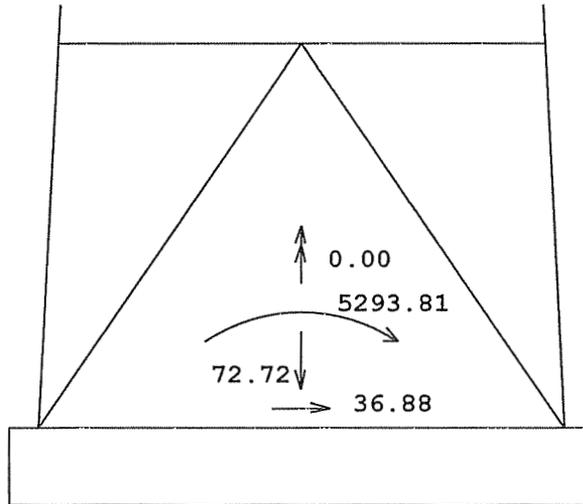


250' S3TL MEDLEY'S PROJECT MANAGEMENT INC Aberdeen KY (07-07131) REBEACOM
Maximum

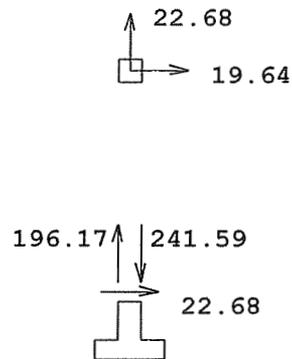


250' S3TL MEDLEY'S PROJECT MANAGEMENT INC Aberdeen KY (07-07131) REBEACOM
Maximum

TOTAL FOUNDATION LOADS (kip, ft-kip)



INDIVIDUAL FOOTING LOADS (kip)



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

Sabre Communications Corporation on: 14 jul 2006 at: 15:57:47

250' S3TL MEDLEY'S PROJECT MANAGEMENT INC Aberdeen KY (07-07131) REBEACOM

MAST GEOMETRY (ft)

PANEL TYPE	NO.OF LEGS	ELEV.AT BOTTOM	ELEV.AT TOP	F.W..AT BOTTOM	F.W..AT TOP	TYPICAL PANEL HEIGHT
X	3	240.00	250.00	5.00	5.00	5.00
X	3	220.00	240.00	5.00	5.00	5.00
X	3	200.00	220.00	7.00	5.00	5.00
X	3	180.00	200.00	9.00	7.00	5.00
X	3	160.00	180.00	11.00	9.00	6.67
X	3	140.00	160.00	13.00	11.00	6.67
X	3	120.00	140.00	15.00	13.00	6.67
X	3	100.00	120.00	17.00	15.00	10.00
X	3	80.00	100.00	19.00	17.00	10.00
X	3	60.00	80.00	21.00	19.00	10.00
X	3	40.00	60.00	23.00	21.00	10.00
X	3	20.00	40.00	25.00	23.00	10.00
X	3	0.00	20.00	27.00	25.00	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	240.00	250.00	1.075	0.000	29000.	0.0000000
LE	220.00	240.00	1.704	0.000	29000.	0.0000000
LE	200.00	220.00	2.945	0.000	29000.	0.0000000
LE	180.00	200.00	3.016	0.000	29000.	0.0000000
LE	160.00	180.00	3.678	0.000	29000.	0.0000000
LE	120.00	160.00	4.299	0.000	29000.	0.0000000
LE	80.00	120.00	6.111	0.000	29000.	0.0000000
LE	60.00	80.00	7.952	0.000	29000.	0.0000000
LE	0.00	60.00	8.399	0.000	29000.	0.0000000
DI	180.00	250.00	0.484	0.000	29000.	0.0000000
DI	160.00	180.00	0.715	0.000	29000.	0.0000000
DI	120.00	160.00	0.902	0.000	29000.	0.0000000
DI	100.00	120.00	1.090	0.000	29000.	0.0000000
DI	60.00	100.00	1.687	0.000	29000.	0.0000000
DI	0.00	60.00	1.937	0.000	29000.	0.0000000
HO	245.00	250.00	0.484	0.000	29000.	0.0000000
HO	235.00	240.00	0.484	0.000	29000.	0.0000000
HO	215.00	220.00	0.484	0.000	29000.	0.0000000

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

LOADING CONDITION A =====

70 MPH + NO ICE WIND AZ 0 DEGREES

MAST LOADING

=====

LOAD TYPE	ELEV ft	APPLY... RADIUS ft	LOAD...AT AZI	LOAD AZIFORCES.....	MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	250.0	0.00	0.0	0.0	3.89	2.71	0.00	0.00
C	235.0	0.00	0.0	0.0	2.32	2.67	0.00	0.00
C	220.0	0.00	0.0	0.0	2.28	2.67	0.00	0.00
D	250.0	0.00	0.0	0.0	0.08	0.05	0.00	0.00
D	245.0	0.00	0.0	0.0	0.08	0.05	0.00	0.00
D	245.0	0.00	0.0	0.0	0.07	0.04	0.00	0.00
D	240.0	0.00	0.0	0.0	0.07	0.04	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	0.08	0.06	0.00	0.00
D	220.0	0.00	0.0	0.0	0.07	0.06	0.00	0.00
D	220.0	0.00	0.0	0.0	0.08	0.10	0.00	0.00
D	215.0	0.00	0.0	0.0	0.08	0.10	0.00	0.00
D	215.0	0.00	0.0	0.0	0.08	0.09	0.00	0.00
D	200.0	0.00	0.0	0.0	0.08	0.09	0.00	0.00
D	200.0	0.00	0.0	0.0	0.09	0.09	0.00	0.00
D	180.0	0.00	0.0	0.0	0.09	0.10	0.00	0.00
D	180.0	0.00	0.0	0.0	0.09	0.11	0.00	0.00
D	160.0	0.00	0.0	0.0	0.09	0.11	0.00	0.00
D	160.0	0.00	0.0	0.0	0.11	0.13	0.00	0.00
D	140.0	0.00	0.0	0.0	0.11	0.13	0.00	0.00
D	140.0	0.00	0.0	0.0	0.11	0.13	0.00	0.00
D	120.0	0.00	0.0	0.0	0.11	0.13	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	0.11	0.18	0.00	0.00
D	80.0	0.00	0.0	0.0	0.11	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	0.21	0.00	0.00
D	60.0	0.00	0.0	0.0	0.12	0.23	0.00	0.00
D	40.0	0.00	0.0	0.0	0.12	0.23	0.00	0.00
D	40.0	0.00	0.0	0.0	0.11	0.23	0.00	0.00
D	0.0	0.00	0.0	0.0	0.12	0.24	0.00	0.00

LOADING CONDITION M =====

60.63 MPH + 0.5 ICE WIND AZ 0 DEGREES

MAST LOADING

=====

LOAD TYPE	ELEV ft	APPLY... RADIUS ft	LOAD...AT AZI	LOAD AZIFORCES.....	MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	250.0	0.00	0.0	0.0	3.36	3.49	0.00	0.00

07-07131.txt

C	235.0	0.00	0.0	0.0	0.0	1.94	3.36	0.00	0.00
C	220.0	0.00	0.0	0.0	0.0	1.90	3.36	0.00	0.00
D	250.0	0.00	0.0	0.0	0.0	0.08	0.10	0.00	0.00
D	245.0	0.00	0.0	0.0	0.0	0.08	0.10	0.00	0.00
D	245.0	0.00	0.0	0.0	0.0	0.07	0.09	0.00	0.00
D	240.0	0.00	0.0	0.0	0.0	0.07	0.09	0.00	0.00
D	240.0	0.00	0.0	0.0	0.0	0.08	0.11	0.00	0.00
D	235.0	0.00	0.0	0.0	0.0	0.08	0.11	0.00	0.00
D	235.0	0.00	0.0	0.0	0.0	0.07	0.13	0.00	0.00
D	220.0	0.00	0.0	0.0	0.0	0.07	0.13	0.00	0.00
D	220.0	0.00	0.0	0.0	0.0	0.08	0.18	0.00	0.00
D	215.0	0.00	0.0	0.0	0.0	0.08	0.18	0.00	0.00
D	215.0	0.00	0.0	0.0	0.0	0.07	0.17	0.00	0.00
D	200.0	0.00	0.0	0.0	0.0	0.08	0.18	0.00	0.00
D	200.0	0.00	0.0	0.0	0.0	0.08	0.18	0.00	0.00
D	180.0	0.00	0.0	0.0	0.0	0.09	0.19	0.00	0.00
D	180.0	0.00	0.0	0.0	0.0	0.09	0.19	0.00	0.00
D	160.0	0.00	0.0	0.0	0.0	0.09	0.20	0.00	0.00
D	160.0	0.00	0.0	0.0	0.0	0.10	0.22	0.00	0.00
D	120.0	0.00	0.0	0.0	0.0	0.10	0.24	0.00	0.00
D	120.0	0.00	0.0	0.0	0.0	0.10	0.25	0.00	0.00
D	100.0	0.00	0.0	0.0	0.0	0.10	0.25	0.00	0.00
D	100.0	0.00	0.0	0.0	0.0	0.10	0.28	0.00	0.00
D	80.0	0.00	0.0	0.0	0.0	0.10	0.29	0.00	0.00
D	80.0	0.00	0.0	0.0	0.0	0.10	0.31	0.00	0.00
D	60.0	0.00	0.0	0.0	0.0	0.10	0.32	0.00	0.00
D	60.0	0.00	0.0	0.0	0.0	0.11	0.35	0.00	0.00
D	40.0	0.00	0.0	0.0	0.0	0.10	0.36	0.00	0.00
D	40.0	0.00	0.0	0.0	0.0	0.10	0.36	0.00	0.00
D	0.0	0.00	0.0	0.0	0.0	0.10	0.38	0.00	0.00

MAXIMUM MAST DISPLACEMENTS:

=====

ELEV ft	-----DEFLECTIONS (ft)-----			--TILTS (DEG)---		TWIST DEG
	NORTH	EAST	DOWN	NORTH	EAST	
250.0	2.871 G	2.771 J	0.037 O	1.624 G	1.579 J	0.000 S
245.0	2.728 G	2.632 J	0.035 O	1.616 G	1.572 J	0.000 S
240.0	2.587 G	2.495 J	0.034 O	1.593 G	1.549 J	0.000 S
235.0	2.447 G	2.359 J	0.032 O	1.568 G	1.524 J	0.000 S
230.0	2.311 G	2.227 J	0.030 O	1.528 G	1.484 J	0.000 S
225.0	2.176 G	2.095 J	0.029 O	1.469 G	1.426 J	0.000 S
220.0	2.050 G	1.973 J	0.027 O	1.390 G	1.349 J	0.000 S
215.0	1.928 G	1.855 J	0.026 O	1.339 G	1.299 J	0.000 S
210.0	1.813 G	1.743 J	0.024 O	1.286 G	1.247 J	0.000 S
205.0	1.701 G	1.634 J	0.023 O	1.230 G	1.192 J	0.000 S
200.0	1.595 G	1.532 J	0.022 O	1.174 G	1.137 J	0.000 S
195.0	1.493 G	1.434 J	0.021 O	1.118 G	1.082 J	0.000 V
190.0	1.397 G	1.341 J	0.020 O	1.063 G	1.027 J	0.000 V
185.0	1.306 G	1.252 J	0.019 O	1.007 G	0.973 J	0.000 V
180.0	1.219 G	1.169 J	0.018 O	0.951 G	0.919 J	0.000 V
173.3	1.110 G	1.064 J	0.017 O	0.891 G	0.859 J	0.000 V
166.7	1.010 G	0.967 J	0.016 O	0.830 G	0.800 J	0.000 V
160.0	0.915 G	0.876 J	0.015 O	0.771 G	0.742 J	0.000 V
153.3	0.828 G	0.792 J	0.014 O	0.720 G	0.693 J	0.000 V
146.7	0.746 G	0.713 J	0.013 O	0.670 G	0.645 J	0.000 V
140.0	0.670 G	0.640 J	0.012 O	0.621 G	0.597 J	0.000 V
133.3	0.599 G	0.572 J	0.012 O	0.572 G	0.549 J	0.000 V
126.7	0.535 G	0.510 J	0.011 O	0.524 G	0.503 J	0.000 V
120.0	0.475 G	0.453 J	0.010 O	0.476 G	0.456 J	0.000 V
110.0	0.395 G	0.376 J	0.009 O	0.426 G	0.408 J	0.000 V

07-07131.txt

100.0	0.323 G	0.308 J	0.008 O	0.376 G	0.360 J	0.000 V
90.0	0.260 G	0.248 J	0.007 O	0.327 G	0.313 J	0.000 V
80.0	0.207 G	0.196 J	0.007 O	0.278 G	0.266 J	0.000 V
70.0	0.160 G	0.152 J	0.006 O	0.241 G	0.230 J	0.000 V
60.0	0.119 G	0.113 J	0.005 W	0.204 G	0.195 J	0.000 V
50.0	0.085 G	0.081 J	0.004 W	0.170 G	0.162 J	0.000 V
40.0	0.057 G	0.054 J	0.004 W	0.136 G	0.129 J	0.000 V
30.0	0.035 G	0.033 J	0.003 U	0.102 G	0.097 J	0.000 V
20.0	0.018 G	0.017 J	0.002 U	0.068 G	0.064 J	0.000 V
10.0	0.005 G	-0.005 D	0.001 U	0.034 G	0.032 J	0.000 V
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	----- 1.45 A	1.93 J	0.82 C	0.00 A
245.0	----- 6.18 A	2.12 D	0.01 E	0.00 A
240.0	----- 11.05 A	2.39 A	0.69 I	0.00 A
235.0	----- 17.84 A	3.64 H	0.02 A	0.00 A
230.0	----- 26.59 A	3.74 H	0.01 K	0.00 A
225.0	----- 35.98 E	3.99 H	0.03 A	0.00 A
220.0	----- 43.24 A	3.12 H	0.62 G	0.00 A
215.0	----- 50.99 A	3.07 B	0.03 A	0.00 A
210.0	----- 56.68 A	2.76 H	0.00 E	0.00 A
205.0	----- 62.80 A	2.76 B	0.02 A	0.00 A
200.0	----- 67.57 A	2.57 H	0.00 I	0.00 A
195.0	----- 72.70 A	2.62 B	0.02 A	0.00 A
190.0	----- 76.91 A	2.51 H	0.01 I	0.00 A
185.0	----- 81.42 A	2.58 B	0.01 E	0.00 A
180.0	----- 85.83 A	2.71 H	0.01 A	0.00 A
173.3	----- 91.20 A	2.79 B	0.01 A	0.00 A
166.7	----- 95.85 A	2.74 J	0.01 A	0.00 A
160.0	----- 100.74 A	2.85 H	0.01 A	0.00 A
153.3	----- 105.12 A	2.87 B	0.01 I	0.00 A
146.7	----- 109.75 E	3.01 D	0.01 A	0.00 A
140.0	----- 114.02 E	3.05 H	0.01 I	0.00 A
133.3	----- 118.50 E	3.19 H	0.01 E	0.00 A

07-07131.txt					
126.7	-----			0.00 E	0.00 A
	122.71 E	3.25 D			
120.0	-----			0.01 E	0.00 A
	128.11 E	3.72 H			
110.0	-----			0.01 I	0.00 A
	134.27 E	3.81 B			
100.0	-----			0.01 E	0.00 A
	140.56 E	4.00 F			
90.0	-----			0.01 I	0.00 A
	146.54 E	4.12 J			
80.0	-----			0.01 E	0.00 A
	152.65 E	4.31 F			
70.0	-----			0.00 I	0.00 A
	158.51 E	4.43 B			
60.0	-----			0.01 E	0.00 A
	164.47 E	4.64 H			
50.0	-----			0.00 I	0.00 A
	170.26 E	4.81 J			
40.0	-----			0.00 E	0.00 A
	176.18 E	5.01 H			
30.0	-----			0.00 E	0.00 A
	181.94 E	5.16 D			
20.0	-----			0.00 A	0.00 A
	187.80 E	5.36 J			
10.0	-----			0.00 E	0.00 A
	193.54 E	5.52 D			
0.0	-----			0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
250.0	-----		-0.82 E	0.00 A
	-3.35 C	-1.93 H		
245.0	-----		0.00 K	0.00 A
	-8.29 C	-2.12 D		
240.0	-----		-0.64 G	0.00 A
	-13.30 C	-2.53 G		
235.0	-----		-0.02 G	0.00 A
	-22.48 C	-3.56 H		
230.0	-----		-0.01 E	0.00 A
	-31.43 K	-3.82 H		
225.0	-----		-0.02 G	0.00 A
	-41.50 K	-3.92 H		
220.0	-----		-0.74 A	0.00 A
	-50.69 G	-3.35 G		
215.0	-----		-0.02 C	0.00 A
	-59.44 K	-2.92 H		
210.0	-----		0.00 K	0.00 A
	-65.29 G	-2.90 B		
205.0	-----		-0.02 G	0.00 A
	-72.27 G	-2.65 H		
200.0	-----		0.00 K	0.00 A
	-77.31 G	-2.68 B		
195.0	-----		-0.01 G	0.00 A
	-83.24 G	-2.54 H		

	07-07131.txt			
190.0	-87.81 G	-2.60 B	-0.01 C	0.00 A
185.0	-93.08 G	-2.51 H	-0.01 K	0.00 A
180.0	-98.01 G	-2.80 B	-0.01 G	0.00 A
173.3	-104.40 G	-2.73 H	-0.01 K	0.00 A
166.7	-109.74 G	-2.82 J	-0.01 G	0.00 A
160.0	-115.65 G	-2.80 B	-0.01 C	0.00 A
153.3	-120.86 G	-2.94 H	-0.01 G	0.00 A
146.7	-126.56 G	-2.97 J	-0.01 G	0.00 A
140.0	-131.71 G	-3.11 H	0.00 K	0.00 A
133.3	-137.27 G	-3.16 H	-0.01 C	0.00 A
126.7	-142.41 G	-3.30 J	0.00 G	0.00 A
120.0	-149.21 G	-3.70 B	-0.01 K	0.00 A
110.0	-156.93 K	-3.87 F	-0.01 G	0.00 A
100.0	-165.06 K	-3.98 L	-0.01 K	0.00 A
90.0	-172.86 K	-4.18 F	-0.01 G	0.00 A
80.0	-181.01 K	-4.30 J	0.00 C	0.00 A
70.0	-188.90 K	-4.49 H	0.00 G	0.00 A
60.0	-197.08 K	-4.64 J	0.00 K	0.00 A
50.0	-205.09 K	-4.86 D	0.00 G	0.00 A
40.0	-213.35 K	-5.01 D	0.00 K	0.00 A
30.0	-221.42 K	-5.21 H	0.00 G	0.00 A
20.0	-229.69 K	-5.37 D	0.00 C	0.00 A
10.0	-237.80 K	-5.57 H	0.00 K	0.00 A
0.0			0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

NORTH	LOAD EAST	COMPONENTS DOWN	UPLIFT	TOTAL SHEAR
22.68 G	19.64 K	241.59 K	-196.17 E	22.68 K

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

07-07131.txt

-----HORIZONTAL-----			DOWN	-----OVERTURNING-----			TORSION
NORTH	EAST	TOTAL		NORTH	EAST	TOTAL	
		@				@	
36.9	34.5	36.9	72.7	5293.8	5031.1	5293.8	0.0
G	J	C	U	G	J	K	V

DRILLED STRAIGHT PIER DESIGN BY SABRE COMMUNICATIONS CORP.

Tower Description 250' S3TL Series HD
 Customer Name MEDLEY'S PROJECT MANAGEMENT INC
 Job Number 07-07131
 Date 7/14/2006
 Engineer REB

Uplift (kips)	196.17	Anchor Bolt Count (per leg)	6
Download (kips)	241.59		
Shear (kips)	22.68		
Allowable End Bearing (ksf)	40		
Water Table Below Grade (ft)	999		
Bolt Circle Diameter (in)	13.25		
Top of Concrete to Top of Bottom Threads (in)	57.5		
Pier Diameter (ft)	3	Minimum Pier Diameter (ft)	2.60
Ht. Above Ground (ft)	0.5		
Pier Length Below Ground (ft)	27		
Quantity of Bars	12		
Bar Diameter (in)	1		
Tie Bar Diameter (in)	0.5		
Spacing of Ties (in)	12		
Area of Bars (in ²)	9.42	Minimum Area of Steel (in ²)	5.09
Spacing of Bars (in)	7.33		
f _c (ksi)	3		
f _y (ksi)	60		
Unit Wt. of Soil (kcf)	0.128		
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)	7.20		
Skin Friction Factor for Uplift	1	Length to Ignore Download (ft)	0
Ignore Bottom Length in Download?	<input type="checkbox"/>		

Depth at Bottom of Layer (ft)	Ult. Skin Friction (ksf)	(Ult. Skin Friction)*(Uplift Factor)	γ (kcf)
3	0.00	0.00	0.1
13.5	0.95	0.95	0.12
23.5	1.20	1.20	0.14
33.5	10.00	10.00	0.14
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
0	0.00	0.00	0

Download:			
Net Weight of Concrete (kips)	4.8		
Allowable End Bearing (kips)	282.7		
Allowable Skin Friction (kips)	268.5		
Allowable Download (kips)	551.2	Total Download (kips)	246.4

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

Uplift:

Allowable Skin Friction (kips)	268.5
W _c , Weight of Concrete (kips)	29.2
W _R , Soil Resistance (kips)	1041.7
(W _R /2)+(W _c /1.25) (kips)	544.2
(W _R +W _c)/1.5 (kips)	713.9

Allowable Uplift (kips)

291.8

Uplift (kips)

196.2

Pier Design:

Design Tensile Strength (kips)

508.9

Ultimate Tensile Load (kips)

255.0

ϕV_n (kips)

84.9

V_u (kips)

29.5

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

42.5

V_s (kips)

56.5

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

227.2

Maximum Spacing (in)

13.09

(Only if Shear Ties are Required)

*** Ref. To Spacing Requirements ACI 11.5.4.3

Anchor Bolt Pull-Out:

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

125.3

P_u (kips)

255.0

Rebar Development Length (in)

47.13

Required Length of Development (in)

27.45

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

p.A-9

PIER AND PAD DESIGN BY SABRE COMMUNICATIONS CORP.

Tower Description 250' S3TL Series HD
 Customer MEDLEY'S PROJECT MANAGEMENT INC
 Project Number 07-07131
 Date 7/14/2006
 Engineer REB

Uplift (kips)	196.17	Anchor Bolt Count (per leg)	6
Download (kips)	241.59		
Shear (kips)	22.68		
Width of Tower (ft)	27		
Allowable Bearing Pressure (ksf)	3.5	Maximum Soil Bearing Pressure (ksf)	1.99
Angle of Internal Friction (deg.)	30		
Water Table Below Grade (ft)	999		
Width of Pad (ft)	13.5	Maximum Width of Pad (ft)	22.88
Thickness of Pad (ft)	1.5		
Depth to Bottom of Pad (ft)	10		
Bolt Circle Diameter (in)	13.25		
Top of Concrete to Top of Bottom Threads (in)	57.5		
Diameter of Pier (ft)	4	Minimum Pier Diameter (ft)	2.60
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	14		
Bar Diameter in Pad (in)	0.875		
Area of Bars in Pad (in ²)	8.42		
Spacing of Bars in Pad (in)	11.93	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		
f _y (ksi)	60		
Unit Wt. of Soil (kcf)	0.11		
Unit Wt. of Concrete (kcf)	0.15		
Load Factor	1.3		
Volume of Concrete (yd ³)	14.31		
Uplift:			
W _c , Weight of Concrete (kips)	58.0		
W _R , Soil Resistance (kips)	312.6		
(W _R /2)+(W _c /1.25) (kips)	202.7		
(W _R +W _C)/1.5 (kips)	247.0		
Allowable Uplift (kips)	202.7	Uplift (kips)	196.2
Pier Design:			
Design Tensile Strength (kips)	519.5	Ultimate Tensile Load (kips)	255.0
φV _n (kips)	108.8	V _u (kips)	29.5
φV _c =φ2(1+N _u /(500A _g))f _c ^{1/2} b _w d (kips)	108.8		
V _s (kips)	0.0	*** V _s max = 4 f _c ^{1/2} b _w d (kips)	403.8

p. A-10

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:

$\phi P_c = \phi \lambda (2/3) f_c^{1/2} (2.8 A_{SLOPE} + 4 A_{FLAT})$	222.6	P_u (kips)	255.0
Pier Rebar Development Length (in)	41.06	Required Length of Development (in)	23.52

Two-Way Shear Action:

q_{ult} (ksf)	2.60		
Average d (in)	14.13		
ϕV_c (kips)	453.0	V_u (kips)	419.0
$\phi V_c = \phi (2 + 4/\beta_c) f_c^{1/2} b_o d$	679.5		
$\phi V_c = \phi (\alpha_s d/b_o + 2) f_c^{1/2} b_o d$	554.3		
$\phi V_c = \phi 4 f_c^{1/2} b_o d$	453.0		
Shear perimeter, b_o (in)	195.17		
β_c	1		

One-Way Shear:

ϕV_c (kips)	188.0	V_u (kips)	133.4
-------------------	-------	--------------	-------

Flexure:

ϕM_n (ft-kips)	511.9	M_u (ft-kips)	434.7
a (in)	1.22		
Steel Ratio	0.00368		
β_1	0.85		

Maximum Steel Ratio 0.0160

Minimum Steel Ratio 0.0018

Rebar Development in Pad (in)	56.73	Required Development in Pad (in)	40.41
-------------------------------	-------	----------------------------------	-------

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



July 24, 2006

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

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.

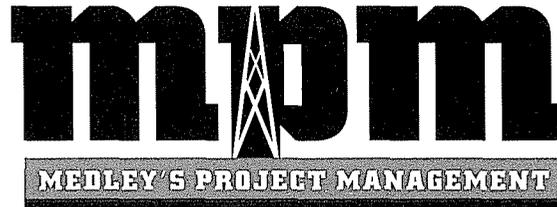
Medley's Project Management offers a full suite of design, site development, construction, and electronics installation services in the wireless industry.

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 project management firm for Cingular Wireless in this region.

Individual Qualifications:

Roy Johnson, P.E. – Owner – Medley's Project Management

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 and as Owner in 2005.



Engineering and Architectural Services

Nolan & Nolan, Inc. is the engineering and architectural firm for this project. Nolan & Nolan has been providing professional services throughout Kentucky and Southern Indiana since it's founding in 1911. The primary engineer for this project is Bill Grigsby, PE. Bill has worked in the engineering field for over thirty-years beginning as a civil and structural draftsman with a Frankfort, Kentucky engineering firm in 1975. A graduate of Anderson County High School (1974) and the Central Kentucky Area Vocational- Technical School (now Central Kentucky Technical College) where he studied civil and architectural drafting (1975), he received his undergraduate engineering degree from the University of Kentucky (1980) and did graduate work in structural engineering at the University of South Carolina. Bill became a licensed Professional Engineer in 1985 and a licensed Structural Engineer in 2002. He has worked as a structural engineer, utilizing all the various materials of construction, on projects ranging from the Catawba Nuclear Station in Clover, South Carolina to various wireless installations in Kentucky and Southern Indiana. Bill has been performing engineering services in the wireless industry for approximately 10 years.

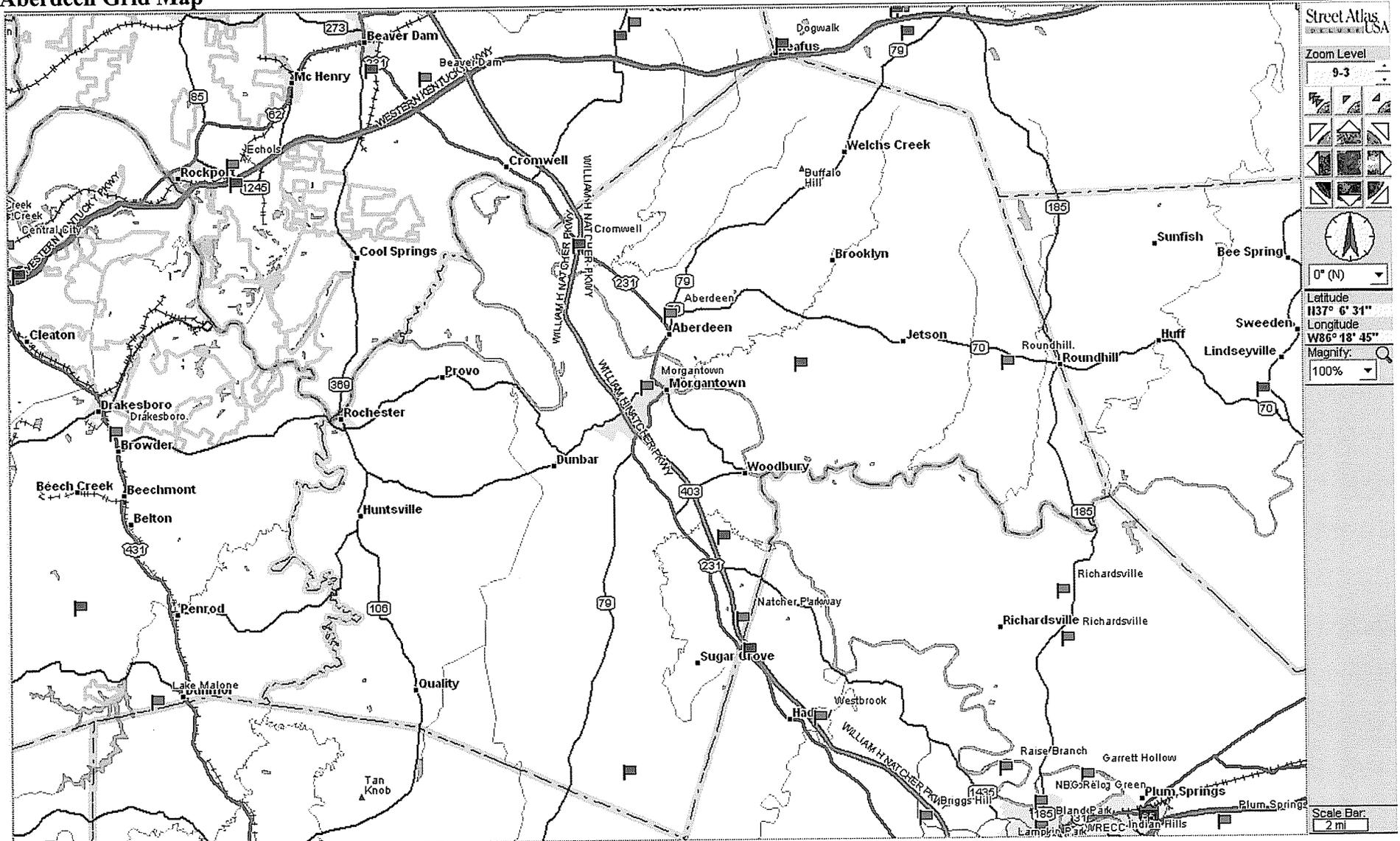
EXHIBIT D
COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST
AND MAP OF LIKE FACILITIES IN VICINITY

License Search

Search Results**Specified Search**State = **Kentucky**County = **BUTLER**Radio Service = **CL, CW**Matches **1- 8** (of **8**)**PA** = Pending Application(s)**TP** = Termination Pending

	Call Sign	Licensee Name	FRN	Radio Service	Status	Expiration Date
1	KNKN748	Orange Licenses Holding, LLC	0012362919	CL	Active	10/01/2011
PA						
2	KNKN867	Kentucky RSA #3 Cellular General Partnership	0001786706	CL	Active	10/01/2010
3	KNLF251	New Cingular Wireless PCS, LLC	0003291192	CW	Active	06/23/2015
PA						
4	KNLF252	WIRELESSCO, L.P.	0002316545	CW	Active	06/23/2015
5	KNLF354	SOUTHEAST TELEPHONE, INC.	0003957065	CW	Canceled	09/17/2006
6	KNLG909	BLUE LICENSES HOLDING, LLC	0012362869	CW	Active	08/21/2007
PA						
7	KNLH402	Powertel Memphis Licenses, Inc.	0001832807	CW	Active	04/28/2007
8	WPOI255	BLUE LICENSES HOLDING, LLC	0012362869	CW	Active	06/23/2015
PA						
	Call Sign	Licensee Name	FRN	Radio Service	Status	Expiration Date

Aberdeen Grid Map



Red Flags indicate Cingular existing and proposed locations.
Blue Flags indicate non-Cingular existing towers.

Aberdeen Grid Map



Red Flags indicate Cingular existing and proposed towers.
Blue Flags indicate non-Cingular existing towers.

**EXHIBIT E
CO-LOCATION REPORT**



Sherri A Lewis
RF Design Engineer - Kentucky
3231 North Green River Road
Evansville, IN 47715
Phone: 812-457-3327

May 31, 2006

To Whom It May Concern:

Dear Sir or Madam:

This letter is to state that there is no more suitable location reasonably available from which adequate service can be provided in the area of the proposed Aberdeen site. There are no collocation opportunities available as there are no tall structures located within this site's search area.

A handwritten signature in black ink that reads 'Sherri A Lewis'.

Sherri A Lewis
RF Design Engineer

Collocation Report

Cingular Site Name: Aberdeen

From: Roy Johnson – Medley's Project Management

Subject: Collocation

**There are no available collocation opportunities in the Aberdeen Search ring.
There is a nearby water tank, but it is not of sufficient height.**

**EXHIBIT F
APPLICATION TO FAA**



WESTERMAN & ASSOCIATES, INC.

10213 LAM STATION RD., SUITE 3A, LOUISVILLE, KENTUCKY 40223 (502) 742-9025

1-A CERTIFICATION

March 21, 2006

Designation: Aberdeen
Site ID No.: Not Available
Tower Type: Stationary
Location: Elizabethtown, Kentucky

I certify that the latitude, longitude and ground elevation at the proposed tower are as follows:

Latitude:	37 degrees 15 minutes 31.87 seconds North	(NAD 1983)
Longitude:	86 degrees 41 minutes 02.40 seconds West	(NAD 1983)
Ground Elevation	577.95 feet or 177.16 meters	(NAVD 1988)

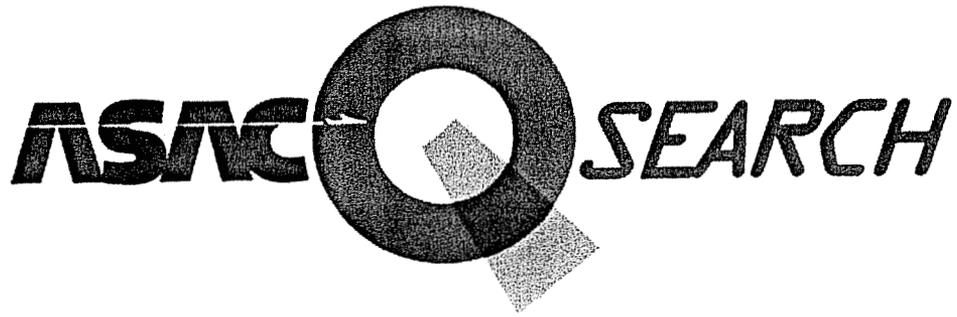
The accuracy of the latitude and longitude at the cell tower site is ± 15 feet or ± 5 meters. The ground elevation is accurate to within ± 3 feet or ± 1 meter.

The information shown above is based upon field observations made on February 13, 2006 using the Kentucky State Plane Coordinate System, South Zone, NAD 1983 (1993). The field observations were completed using Ashtech Z Surveyor GPS receivers and a Topcon GTS-300 total station. Computations were obtained using SurvCADD XML for AutoCAD 2000 software.

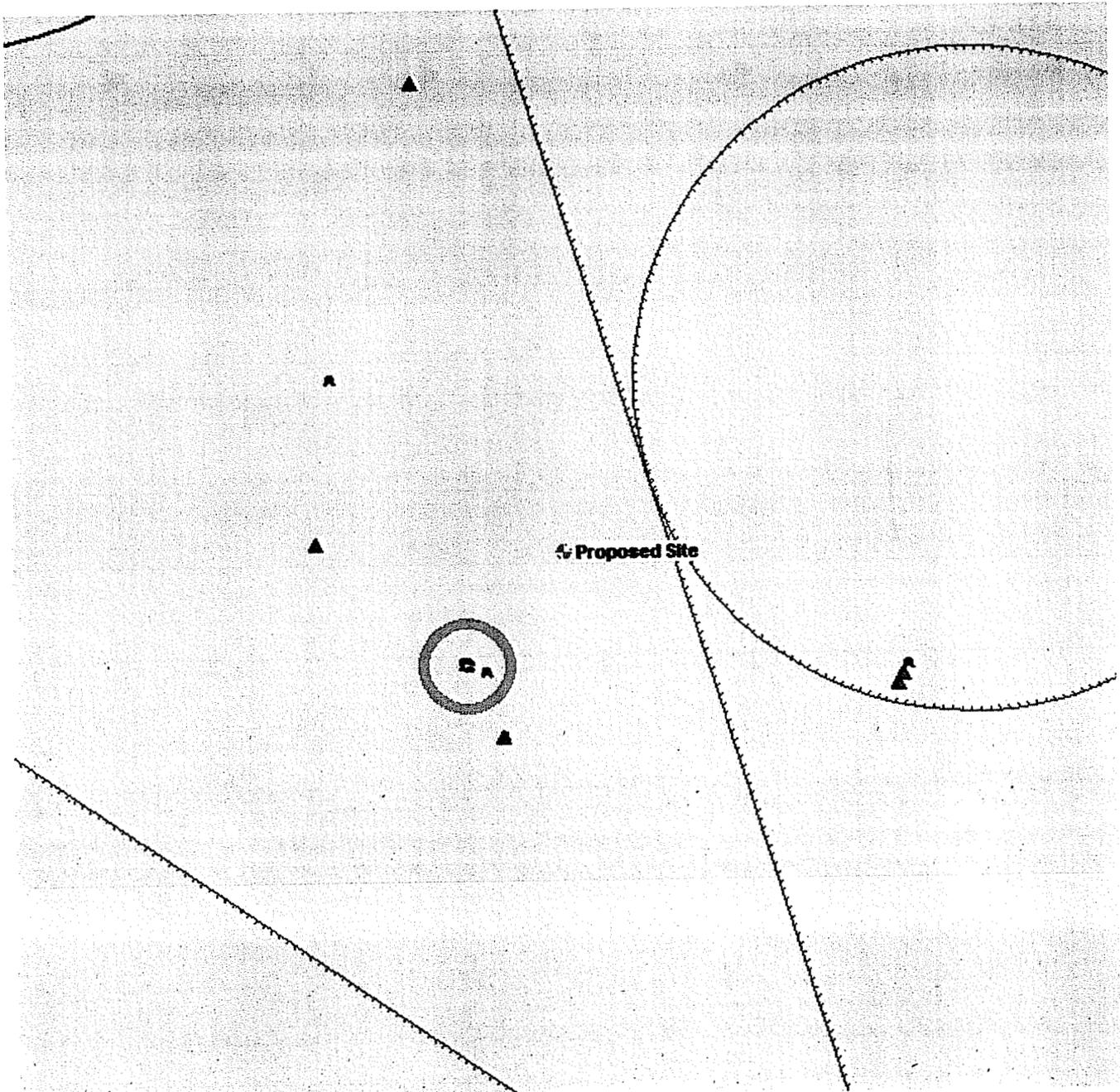
Sincerely,



Wayne K. Westerman
Kentucky Professional Land Surveyor No. 2675



*Because You Want It Right
On the First Approach*



6/6/2006

AIS Report

WARNING!

Confidential Material Contained Herein: For Internal Use Only
This report is produced solely for internal preliminary airspace evaluation purposes of a structure, and the data and evaluations contained herein may differ from the data and evaluations of licensing/permitting authorities and state and federal agencies. ASAC strongly recommends final site study by an ASAC expert, and obtaining an FAA determination prior to construction.

Name/Number of Site: Aberdeen

Site Data

Proposed Site Is Located at the Following Coordinates

Longitude = 86 degrees, 41 minutes, 02.40 seconds NAD 83

Latitude = 37 degrees, 15 minutes, 31.87 seconds NAD 83

Site Ground Elevation: 577.95 ft. AMSL

Structure Height: 270 ft. AGL

Total Structure Height: 847.95 ft. AMSL

Nearest Public Use / DOD Landing Surface

Information on the Nearest Public Use or DOD Landing Surface is as follows:

Nearest Public Use or DOD Landing Surface is 14.14559 Nautical Miles
on a True Bearing of 325.09393 degrees from Structure.

The Landing Surface is Runway 03/21 at OHIO COUNTY.

Preliminary Obstruction Evaluation

IFR Hazard Evaluation

Max No Hazard Height (IFR) for this structure site is 1078 ft. AMSL
The Proposed Structure DOES NOT EXCEED the hazard limitation (IFR).

FAA Notice Evaluation

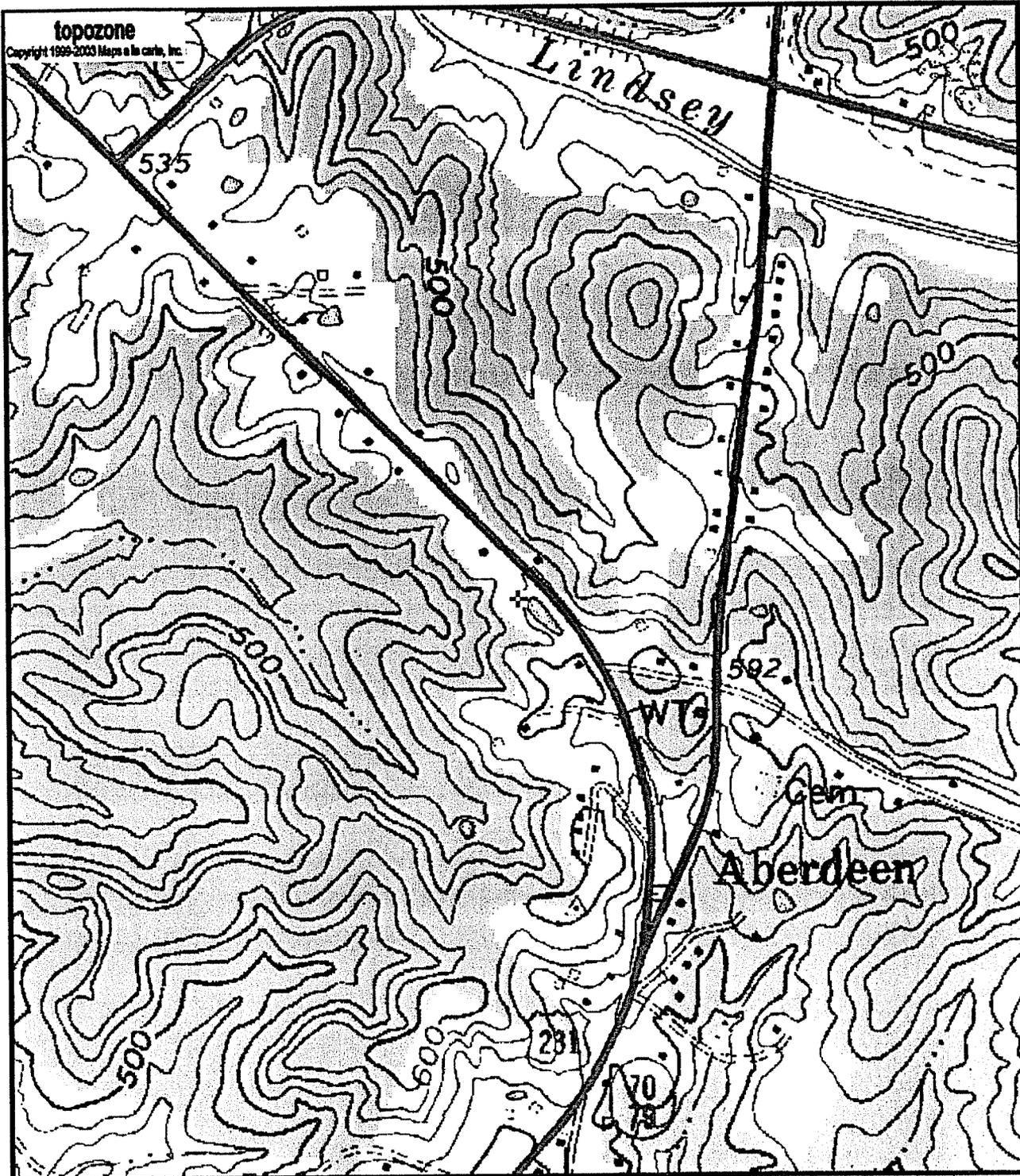
Max No Notice Height for this structure is 778 ft. AMSL.
The Proposed Structure EXCEEDS the No Notice limitation by 69 ft.

Private-Use VFR Evaluation

AIS found no impact on Private Use Airports or Heliports

CAUTION: The AIS preliminary obstruction evaluation should be used for initial site screening purposes only as it does not consider missing or erroneous data or possible airspace-use conflicts with Initial, Intermediate, or missed approach instrument surfaces and cumulative effects on VFR flight operations. ASAC recommends further study for all final site candidates.

If you would like an ASAC full study done on this site click on the submit button.



0 0.1 0.2 0.3 0.4 0.5 km
 0 0.09 0.18 0.27 0.36 0.45 mi
 Map center is 37° 15' 32"N, 86° 41' 02"W (WGS84/NAD83)
Flener quadrangle
 Projection is UTM Zone 16 NAD83 Datum

M=-2.97
 G=0.191

Approved FAA Frequency Bands

TO: Frequency Management
RE: Proposed Frequencies

Frequency Band (MHz)	Effective Radiated Power Not to Exceed
806-824	500
824-849	500
851-866	500
869-894	500
896-901	500
901-902	7
930-931	3500
931-932	3500
932-932.5	50.1 (17dBW)
935-940	1000
940-941	3500
1850-1910	1640
1930-1990	1640
2305-2310	2000
2345-2360	2000

Effective 12/18/2001.

EXHIBIT G
APPLICATION TO KENTUCKY AIRPORT ZONING COMMISSION

Kentucky Transportation Cabinet, Kentucky Airport Zoning Commission, 200 Mero Street, Frankfort, KY 40622
APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE
INSTRUCTIONS INCLUDED

Kentucky Aeronautical Study Number

1. APPLICANT -- Name, Address, Telephone, Fax, etc.
Jayne Cayno
Cingular Wireless
17330 Preston Road
Dallas, TX 75252
Phone: (972) 733-2887 Fax: (972) 733-2852

9. Latitude: 37 ° 15 ' 31 " 9 "
10. Longitude: 86 ° 41 ' 02 " 4 "
11. Datum: NAD83 NAD27 Other _____
12. Nearest Kentucky City: Aberdeen County Butler

2. Representative of Applicant -- Name, Address, Telephone, Fax
Roy Johnson
Medley's Project Management
3605 Mattingly Road
Buckner, KY 40010

13. Nearest Kentucky public use or Military airport:
Ohio County
14. Distance from #13 to Structure: 14.14559 NM
15. Direction from #13 to Structure: 325.09393 Degrees
16. Site Elevation (AMSL): 577.95 Feet

3. Application for: New Construction Alteration Existing
4. Duration: Permanent Temporary (Months _____ Days _____)
5. Work Schedule: Start _____ End _____

17. Total Structure Height (AGL): 270.00 Feet
18. Overall Height (#16 + #17) (AMSL): 847.95 Feet
19. Previous FAA and/or Kentucky Aeronautical Study Number(s):

6. Type: Antenna Tower Crane Building Power Line
 Landfill Water Tank Other _____
7. Marking/Painting and/or Lighting Preferred:
 Red Lights and Paint Dual - Red & Medium Intensity White
 White - Medium Intensity Dual - Red & High Intensity White
 White - High Intensity Other _____
8. FAA Aeronautical Study Number _____

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 and 1A survey

21. Description of Proposal:

Cingular Wireless proposes to build a new 270' tower.
Site Name: Aberdeen

22. Has a "NOTICE OF CONSTRUCTION OR ALTERATION" (FAA Form 7460-1) been filed with the Federal Aviation Administration?
 No Yes, When Concurrently

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.

Roy Johnson - Owner
Printed Name and Title _____ Signature Roy D Johnson Date 6/7/06

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 _____



WESTERMAN & ASSOCIATES, INC.

10213 LARK STATION RD., SUITE 3A, LOUISVILLE, KENTUCKY 40223 (502) 742-9025

L-A CERTIFICATION

March 21, 2006

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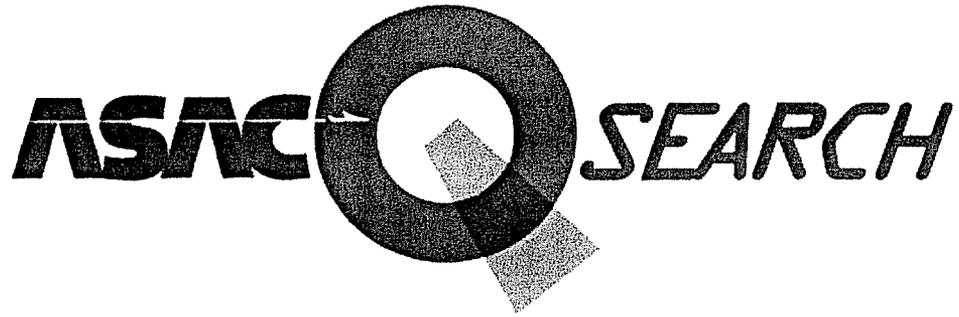
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Sincerely,

Wayne K. Westerman
Kentucky Professional Land Surveyor No. 2675

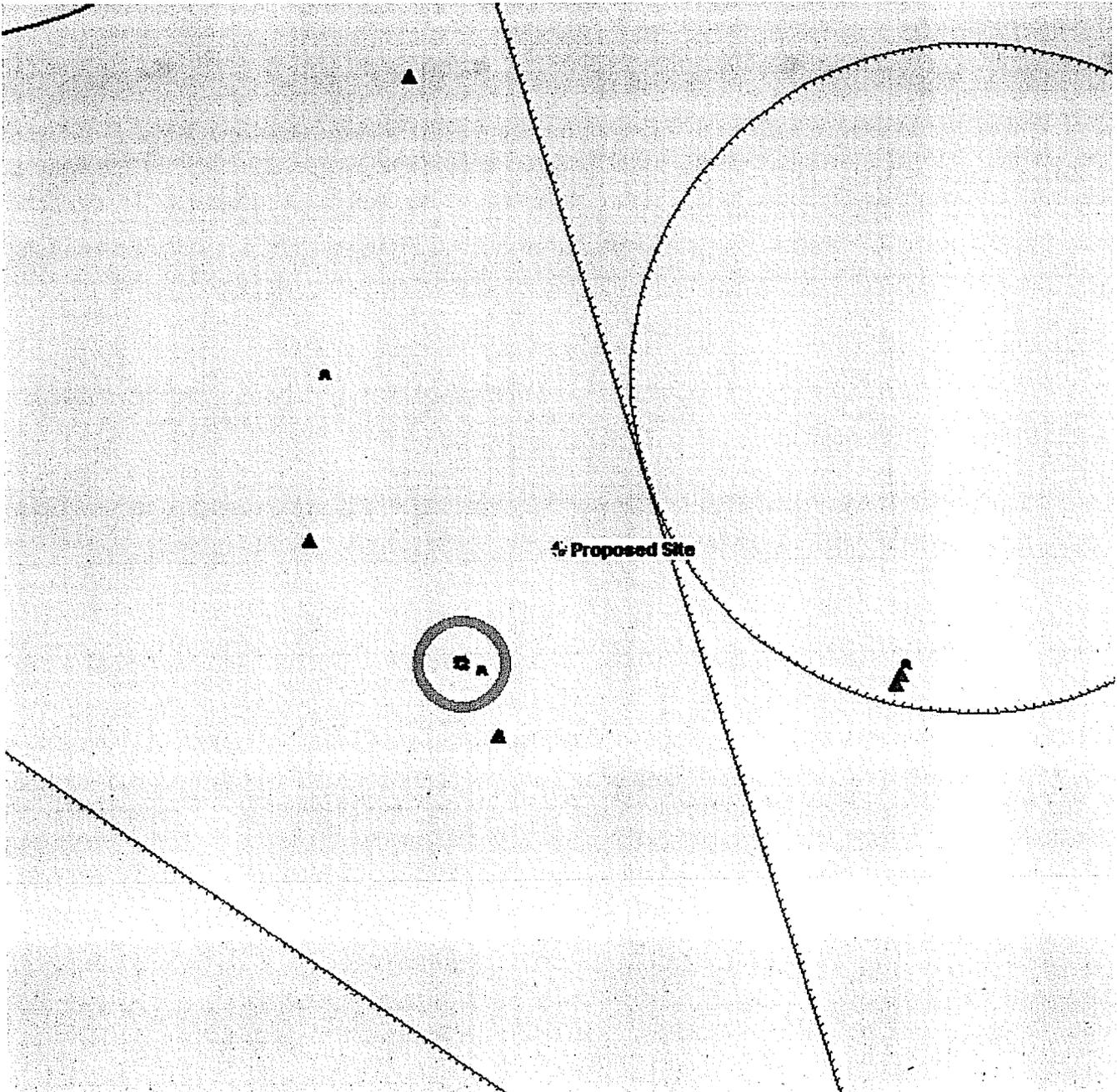




*Because You Want It Right
On the First Approach*

logout

change password



6/6/2006

AIS Report

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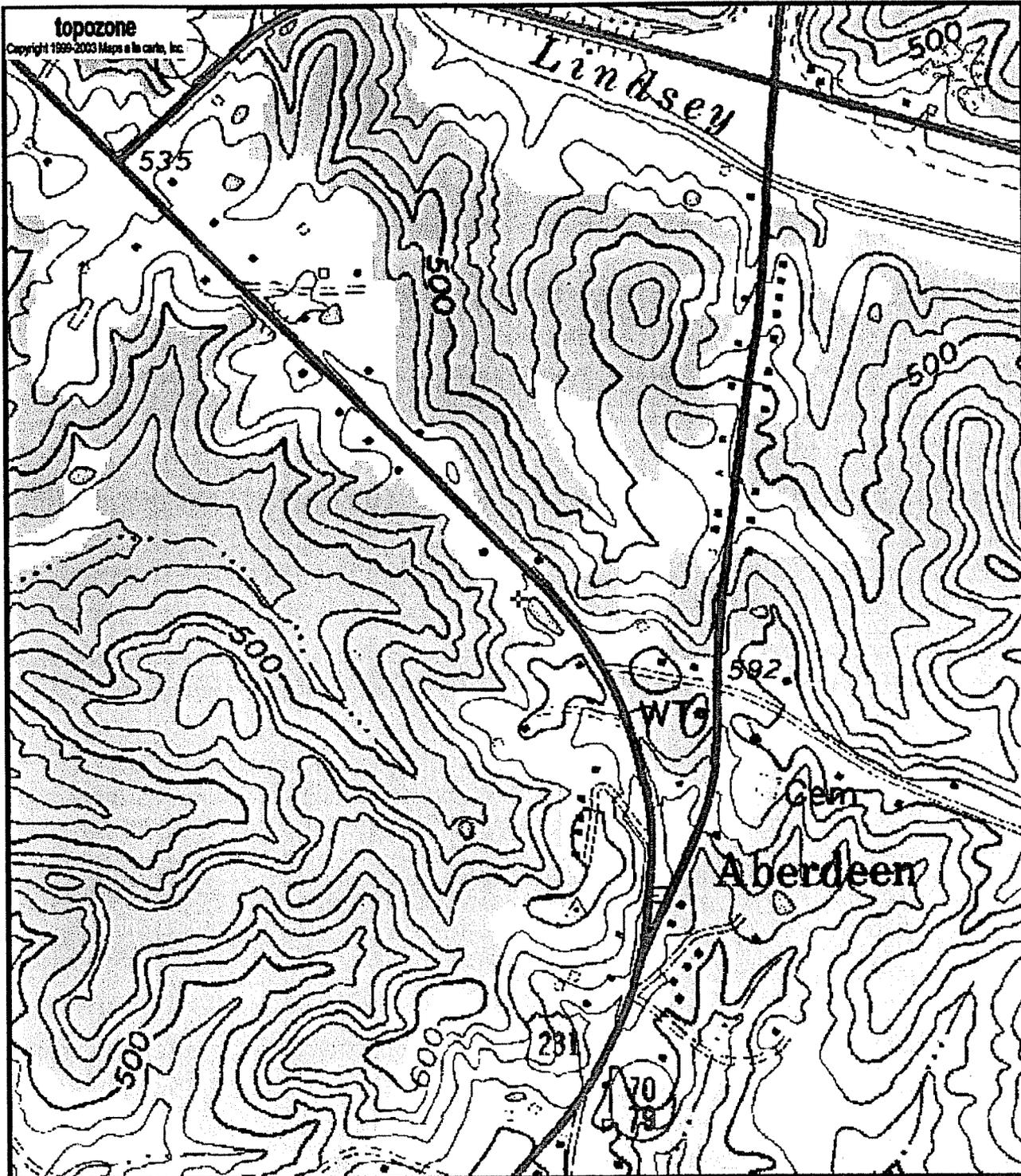
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CAUTION: The AIS preliminary obstruction evaluation should be used for initial site screening purposes only as it does not consider missing or erroneous data or possible airspace-use conflicts with initial, intermediate, or missed approach instrument surfaces and cumulative effects on VFR flight operations. ASAC recommends further study for all final site candidates.

If you would like an ASAC full study done on this site click on the submit button.



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Projection is UTM Zone 16 NAD83 Datum

M
G
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G=0.191

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TO: Frequency Management
RE: Proposed Frequencies

Frequency Band (MHz)	Effective Radiated Power Not to Exceed
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824-849	500
851-866	500
869-894	500
896-901	500
901-902	7
930-931	3500
931-932	3500
932-932.5	50.1 (17dBW)
935-940	1000
940-941	3500
1850-1910	1640
1930-1990	1640
2305-2310	2000
2345-2360	2000

Effective 12/18/2001.

**EXHIBIT H
GEOTECHNICAL REPORT**

GEOTECHNICAL ENGINEERING REPORT
PROPOSED ABERDEEN TELECOMMUNICATION TOWER
HIGHWAY 231
MORGANTOWN, KENTUCKY
TERRACON PROJECT NO. 57067301GR
July 31, 2006

Prepared For:

MEDLEY'S PROJECT MANAGEMENT
Buckner, Kentucky

Prepared by:

Terracon
Louisville, Kentucky

Terracon

July 31, 2006

Terracon
Consulting Engineers & Scientists

Medley's Project Management
3605 Mattingly Road
Buckner, KY 40010

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

Attention: Mr. Roy Johnson, P.E.

**Re: Geotechnical Engineering Report
Proposed Aberdeen Telecommunication Tower
Highway 231
Morgantown, Kentucky
Terracon Project No. 57067301GR**

Dear Mr. Johnson:

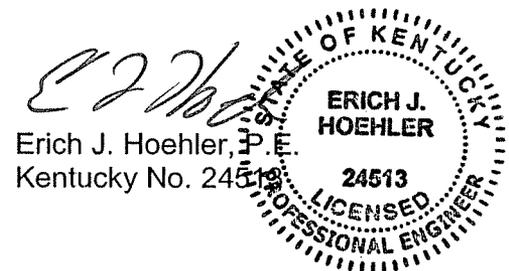
The revised geotechnical report for the referenced property is attached. The purpose of this exploration was to obtain information on subsurface conditions at the proposed project site and, based on this information, to provide recommendations regarding the design and construction of the foundation for 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


Jason L. Thompson, EIT
Staff Engineer


Timothy G. LaGrow, P.E. *by TMH*
Regional Manager


Erich J. Hoehler, P.E.
Kentucky No. 24513
24513
LICENSED PROFESSIONAL ENGINEER

n:\projects\2006\towers\57067301aberdeen\geo\g57067301gR.doc

Attachments: Geotechnical Engineering Report

Copies: (3) Medley's Project Management

TABLE OF CONTENTS

Cover Letter	i
1.0 INTRODUCTION.....	1
2.0 PROJECT DESCRIPTION	1
3.0 EXPLORATION PROCEDURES	1
3.1 Field Exploration	1
3.2 Laboratory Testing.....	3
4.0 EXPLORATORY FINDINGS	3
4.1 Site Geology	3
4.2 Subsurface Conditions.....	3
4.3 Groundwater Conditions	4
5.0 ENGINEERING RECOMMENDATIONS	4
5.1 Tower Foundation	5
5.2 Equipment Building Foundations	6
5.3 Parking and Drive Areas	7
5.4 Site Preparation	7
6.0 GENERAL COMMENTS	8
APPENDIX	
Boring Location Diagram	
Boring Log	
General Notes	
General Notes – Description of Rock Properties	
Unified Soil Classification System	

GEOTECHNICAL ENGINEERING REPORT
PROPOSED ABERDEEN TELECOMMUNICATION TOWER
HIGHWAY 231
MORGANTOWN, KENTUCKY
TERRACON PROJECT NO. 57067301GR
July 31, 2006

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 33½ 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 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. At the time of the site visit, the property corners of the site were not staked however the surrounding area appeared relatively flat with a gentle slope on the western edge of the property. Based on the proposed tower construction and site observations, 3 or 4 feet of cut and/or fill may be necessary to reach the planned site grades.

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 33½ feet below existing grade. The boring was advanced at the center of the tower, staked by the project surveyor. Ground surface elevations were not available at the time of this report and have been omitted from the boring log. The location 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 SPT N-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 23½ 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 Terracon 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 on representative soil samples. An unconfined compressive strength test was performed on a sample of the rock core. Information from these tests was used in conjunction with field penetration test data to evaluate soil/rock 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 RQD were calculated for these samples and are noted at their depths of occurrence on the boring log.

4.0 EXPLORATORY FINDINGS

4.1 Site Geology

Based on a review of the Means Geologic Quadrangle Map, the site is underlain by the Tradewater and Caseyville formations. The Tradewater and Caseyville formations range from 140 to 285 feet in thickness. The formations consist of interbedded sandstone, siltstone, shale and coal layers.

4.2 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 and rock 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.

Underlying approximately 5 inches of topsoil, our boring encountered lean clay (CL) to approximately 13½ feet below the existing ground surface. Severely weathered sandstone was encountered below the lean clay to an auger refusal depth of about 23½ feet. The clays encountered exhibited a stiff to very stiff consistency based on SPT N-Values ranging from 13 to over 30 blows per foot.

Below a depth of about 23½ feet, rock coring techniques were used to advance the borehole. The core samples recovered consisted of brown to gray sandstone. The sandstone was closely jointed, moderately weathered, hard and slightly vuggy. The bedrock at the site appears to be relatively continuous based on a core recovery of 100 percent. The quality of the rock is rated at good based on an RQD value of 87 percent. Considering the height of the tower and the quality of the bedrock, coring operations were terminated at a depth of about 33½ feet below grade.

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 founded on drilled piers or a mat foundation. The equipment building may be supported on shallow spread footings. Design recommendations for the tower and the equipment building are presented in the following paragraphs.

5.1 Tower Foundation

Drilled Pier Alternative: Based on the results of the boring, the following tower foundation design parameters have been developed:

Table 2 – 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, &sub50 (in/in)
0 – 3	Topsoil and Lean Clay	Ignore	Ignore	Ignore	-	-	Ignore	Ignore
3 – 13.5	Lean Clay	475	4,000	2,000	0	2,000	160	0.006
13.5 – 23.5	Weathered Sandstone	600	10,000	4,000	0	8,000	250	0.004
23.5 – 33.5	Sandstone	5,000***	40,000	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 120 and 140 pcf can be estimated for the lean clay and competent sandstone, respectively.

*** The pier should be embedded a minimum of 3 feet into competent sandstone to mobilize these higher rock strength parameters.

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. 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 inch.

The upper 3 feet of topsoil and lean 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 23½ feet, but could vary between tower legs or if the tower is moved from the location of the boring. 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 sandstone, there is a possibility that larger diameter drilled pier equipment will refuse on this material. 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.

Mat Foundation Alternative: 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.

Table 3 – 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 - 3	Topsoil and Lean Clays	Ignore	Ignore	-	
≥ 3	Lean Clay or Crushed Stone Fill	3,000	Ignore	0.35	150

5.2 Equipment Building Foundations

The proposed equipment building may be supported on shallow footings bearing on stiff native soils or properly tested and compacted fill. The equipment building foundations should be dimensioned using a net allowable soil bearing pressure of 2,500 pounds per square foot

(psf). In using net allowable soil pressures for footing dimensioning, the weight of the footings and backfill over the footings need not be considered. Furthermore, the footings should be at least 12 inches wide and a minimum of 2 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 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 well graded crushed stone beneath the tower foundation and low-plasticity cohesive soil or crushed stone elsewhere. Low-plasticity cohesive soil should have a liquid limit of less than 45 and a plasticity index of less than 25. Based on our visual classification, the on site soils appear suitable for re-use as

fill. It is recommended that during construction these soils 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 or plus 2 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, between tower legs 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.

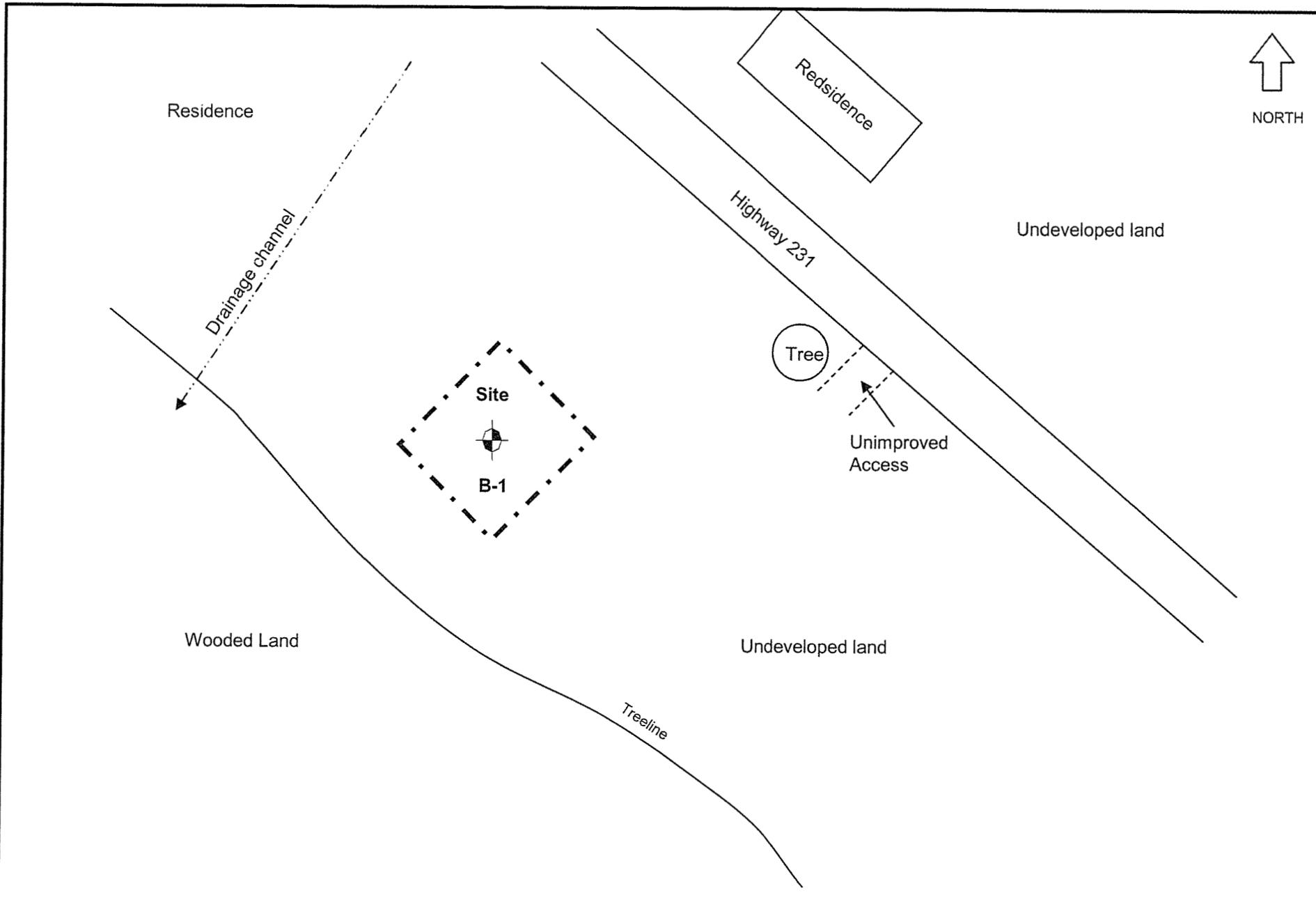
This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, either express or implied, are intended or made. Site safety, excavation support, 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

**Proposed Aberdeen Telecommunication Tower
Morgantown, Kentucky
Terracon Project No.: 57067301GR
July 31, 2006**

Terracon

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



BORING LOCATION DIAGRAM
SCALE: NTS



Medley's Project Management
Proposed Aberdeen Tower
Morgantown, Kentucky
PROJECT NO. 57067301GR

LOG OF BORING NO. B-1

CLIENT **Medley's Project Management**

SITE **Morgantown, Kentucky** PROJECT **Proposed Aberdeen Telecommunication Tower**

GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	SAMPLES				TESTS		
			USCS SYMBOL	NUMBER	TYPE	RECOVERY, in.	SPT - N BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf
0 +	TOPSOIL LEAN CLAY with trace sand, mottled brown & gray to orangish brown, stiff to very stiff	0	CL	1	SS	18	13	16	
		5	CL	2	SS	18	31	11	
			CL	3	SS	12	27	12	
		10	CL	4	SS	15	45	16	
13.5	SEVERELY WEATHERED SANDSTONE brown, hard	15		5	SS	4	27 50/2	7	
		20		6	SS	3	50/5		
23.5	Auger Refusal at 23.5 feet, Began Coring SANDSTONE closely jointed, fine grained, moderately weathered, brown to gray, hard	25		7	DB	100%	RQD 87%		2200 psi
33.5	Boring Terminated at 33.5 feet	30							

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	Dry Upon Auger Completion	



BORING STARTED		2-21-06	
BORING COMPLETED		2-21-06	
RIG	CME-550	FOREMAN	MW
APPROVED	JLT	JOB #57067301GR	

BOREHOLE 98 57067301.GPJ TERRACON.GDT 7/31/06

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

<u>Unconfined Compressive Strength, Qu, psf</u>	<u>Standard Penetration or N-value (SS) Blows/Ft.</u>	<u>Consistency</u>
< 500	<2	Very Soft
500 – 1,000	2-4	Soft
1,001 – 2,000	5-7	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

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

RELATIVE PROPORTIONS OF SAND AND GRAVEL

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

GRAIN SIZE TERMINOLOGY

<u>Major Component of Sample</u>	<u>Particle Size</u>
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

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

PLASTICITY DESCRIPTION

<u>Term</u>	<u>Plasticity Index</u>
Non-plastic	0
Low	1-10
Medium	11-30
High	30+

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GENERAL NOTES

Description of Rock Properties

WEATHERING

Fresh	Rock fresh, crystals bright, few joints may show slight staining. Rock rings under hammer if crystalline.
Very slight	Rock generally fresh, joints stained, some joints may show thin clay coatings, crystals in broken face show bright. Rock rings under hammer if crystalline.
Slight	Rock generally fresh, joints stained, and discoloration extends into rock up to 1 in. Joints may contain clay. In granitoid rocks some occasional feldspar crystals are dull and discolored. Crystalline rocks ring under hammer.
Moderate	Significant portions of rock show discoloration and weathering effects. In granitoid rocks, most feldspars are dull and discolored; some show clayey. Rock has dull sound under hammer and shows significant loss of strength as compared with fresh rock.
Moderately severe	All rock except quartz discolored or stained. In granitoid rocks, all feldspars dull and discolored and majority show kaolinization. Rock shows severe loss of strength and can be excavated with geologist's pick.
Severe	All rock except quartz discolored or stained. Rock "fabric" clear and evident, but reduced in strength to strong soil. In granitoid rocks, all feldspars kaolinized to some extent. Some fragments of strong rock usually left.
Very severe	All rock except quartz discolored or stained. Rock "fabric" discernible, but mass effectively reduced to "soil" with only fragments of strong rock remaining.
Complete	Rock reduced to "soil". Rock "fabric" not discernible or discernible only in small, scattered locations. Quartz may be present as dikes or stringers.

HARDNESS (for engineering description of rock – not to be confused with Moh's scale for minerals)

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

Joint, Bedding and Foliation Spacing in Rock^a

Spacing		Joints		Bedding/Foliation	
Less than 2 in.		Very close		Very thin	
2 in. – 1 ft.		Close		Thin	
1 ft. – 3 ft.		Moderately close		Medium	
3 ft. – 10 ft.		Wide		Thick	
More than 10 ft.		Very wide		Very thick	
Rock Quality Designator (RQD) ^b			Joint Openness Descriptors		
RQD, as a percentage	Diagnostic description	Openness		Descriptor	
Exceeding 90	Excellent	No Visible Separation		Tight	
90 – 75	Good	Less than 1/32 in.		Slightly Open	
75 – 50	Fair	1/32 to 1/8 in.		Moderately Open	
50 – 25	Poor	1/8 to 3/8 in.		Open	
Less than 25	Very poor	3/8 in. to 0.1 ft.		Moderately Wide	
		Greater than 0.1 ft.		Wide	

- a. Spacing refers to the distance normal to the planes, of the described feature, which are parallel to each other or nearly so.
b. RQD (given as a percentage) = length of core in pieces 4 in. and longer/length of run.

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

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

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

^BIf field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^CGravels 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.

^DSands 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

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

^FIf soil contains $\geq 15\%$ sand, add "with sand" to group name.

^GIf fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^HIf fines are organic, add "with organic fines" to group name.

^IIf soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^JIf Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^KIf soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^LIf soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.

^MIf soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ 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.

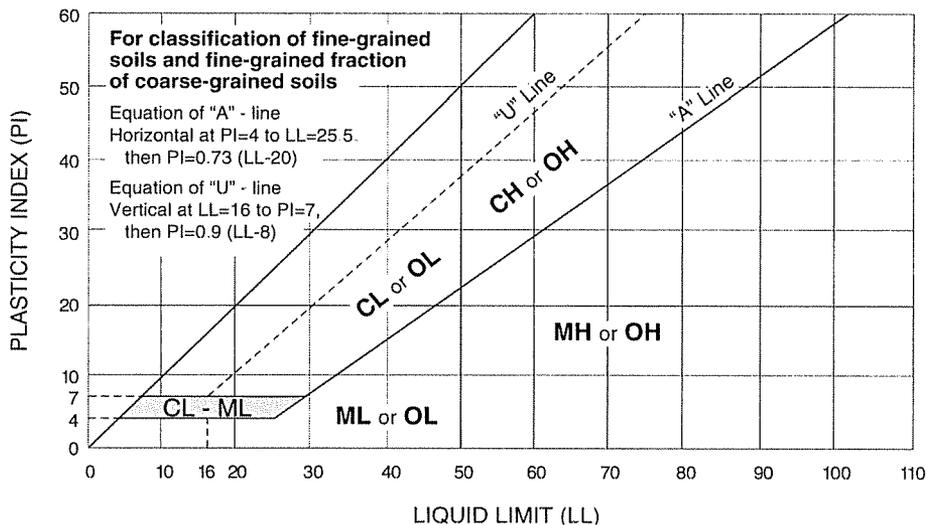


EXHIBIT I
COPY OF REAL ESTATE AGREEMENT

(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.

(f) If during the Initial Option Term or any extension thereof, or during the term of this Agreement if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "Surrounding Property," which includes (without limitation) the remainder of the structure) or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Any sale of the Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the 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. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same

terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. TERM.

(a) The initial lease term will be five (5) years ("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 _____ (the "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 \$2,500,000 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 an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. 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. Landlord will maintain and repair the Property and access thereto, in good and tenable 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
Re: Cell Site #445G0359; Cell Site Name: Aberdeen
6100 Atlantic Boulevard
Norcross, GA 30071

With a copy to: Cingular Wireless LLC
Attn: Legal Department
Re: Cell Site #445G0359; Cell Site Name: Aberdeen
15 E Midland Avenue
Paramus, NJ 07652

If to Landlord: William R. Dennison, JR
2611 Stonemill Drive
Elizabethtown, KY 422701

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 agrees 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:

Raymond T. Ward
Print Name: Raymond T. Ward

Print Name: _____

Lisa K. G. Laes
Print Name: LISA K. G. Laes

Joyce A. Bennett
Print Name: Joyce A. Bennett

"LANDLORD"

William R. Dennison
Sarah M. Dennison

By: William R. and Sarah M. Dennison
Print Name: William R. and Sarah M. Dennison

Its: _____

Date: 2/6/06

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

William Plantz
BY: William Plantz

TITLE: Executive Director

DATE: 3/9/06

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

EXHIBIT 1

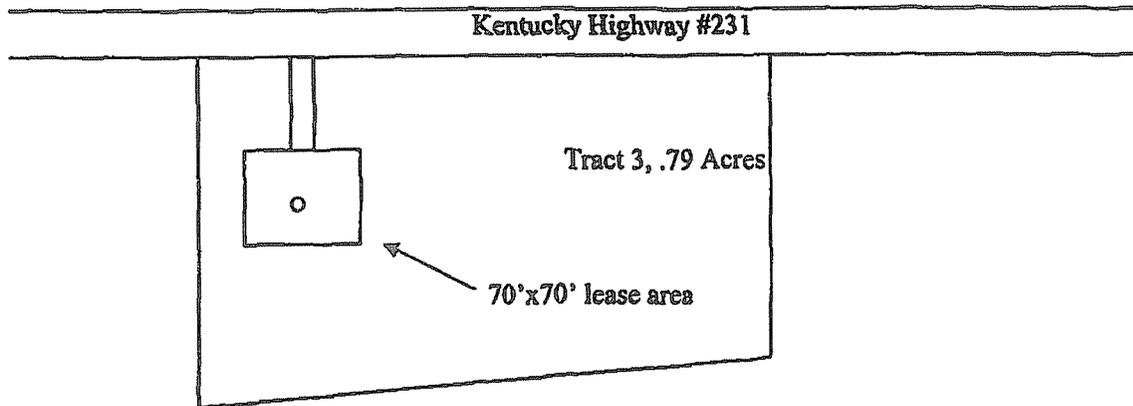
DESCRIPTION OF PREMISES

Page 1 of 1

to the Agreement dated March 9, 2006 by and between William R. Dennison, Jr. and Sarah M. Dennison, a husband and wife, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows: 70' x 70' lease area and access/utility easements

To be replaced with survey:



Compound will have 6' chain link with barbed or as required by zoning regulations, final plans to be approved by lessor.

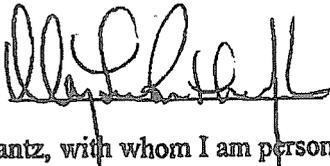
Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

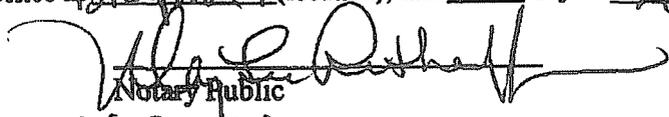
TENANT ACKNOWLEDGMENT

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me,  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, 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  (location), this 9th day of March, 2005.


Notary Public

My Commission Expires: 4-9-06

LANDLORD ACKNOWLEDGEMENT

(USE THE APPROPRIATE STATE FORM for INDIVIDUAL or PARTNERSHIP or CORPORATION as the case may be)

TENANT ACKNOWLEDGMENT

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, Wayne R. Ruff, 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 bargainer, a Delaware limited liability company, 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 Bearden TN (location), this 9th day of March, 2006.

Wayne R. Ruff
Notary Public

My Commission Expires: 4-9-08

LANDLORD ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY

COUNTY OF Spencer

The foregoing instrument was subscribed to and acknowledged before me by Steven Wheatley on this 15th day of JANUARY, 2006.

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

Robert H. Cranner

Notary Public

My Commission Expires: 01-15-2010

EXHIBIT J
NOTIFICATION LISTING

ABERDEEN LANDOWER NOTICE LISTING

William & Sarah Dennison
2611 Stonemill Dr.
Elizabethtown, KY 42701

Ralph Meador
1907 Beaver Dam Rd.
Morgantown, KY 42261

Church of the Nazarene
2807 Beaver Dam Rd.
Morgantown, KY 42261

Anita Read
P.O. Box 51
Morgantown, KY 42261

Harlen & Callie Dockery
P.O. Box 474
Morgantown, KY 42261

Elmore Guthrie
2720 Beaver Dam Rd.
Morgantown, KY 42261

Eddie Osco Ingram
2615 Beaver Dam Rd.
Morgantown, KY 42261

Scott & Karen Flener
48 Coots Rd.
Morgantown, KY 42261

Mark & Paula Hood
P.O. Box 633
Morgantown, KY 42261

Wendal & Shirley Embry
P.O. Box 469
Morgantown, KY 42261

EXHIBIT K
COPY OF PROPERTY OWNER NOTIFICATION



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

**Notice of Proposed Construction
Wireless Communications Facility Proposal
Site Name: Aberdeen**

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 Highway 231, Morgantown, KY 42261 (37° 15' 31.87" North latitude, 86° 41' 2.40" West longitude). The proposed facility will include a 250-foot tall tower, with an approximately 15-foot tall lightning arrestor attached at the top, for a total height of 265-feet. This facility is needed to provide improved coverage for wireless communications in the area.

This notice is being sent to you because the Butler 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 comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC 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 2006-00362 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

Enclosures

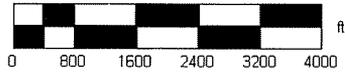
Aberdeen Site Location Map



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 www.delorme.com



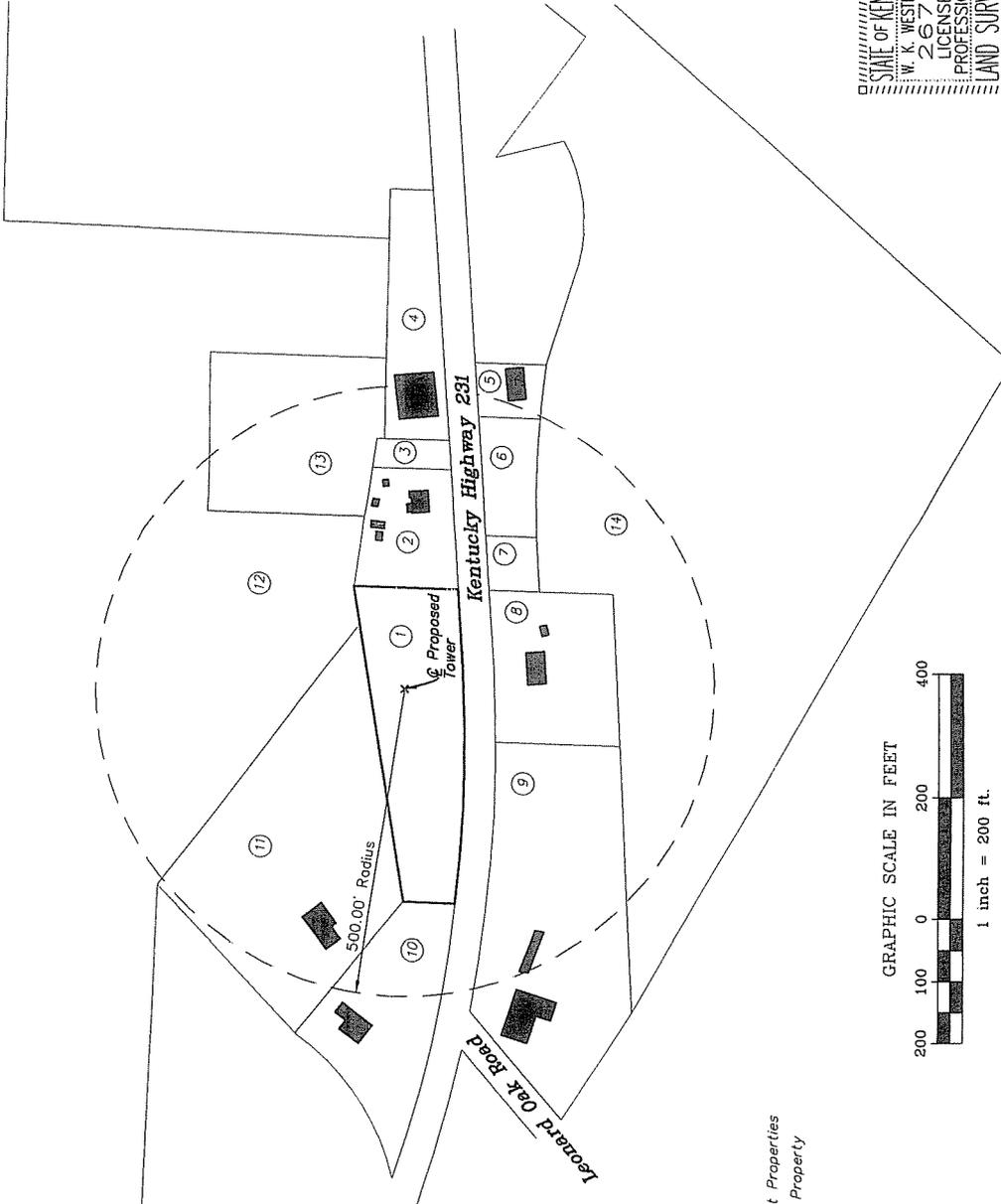
MN (3 0° W)



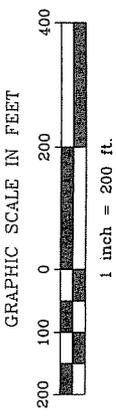
Data Zoom 13-0

Adjacent Property Owners

- ① William & Sarah Dennison
2815 Elizabethtown, KY 42701
Map # AB2-00-02-006
- ② Rich & Maudey
1807 Beaver Dam Rd.
Morgantown, KY 42261
- ③ Church of the Nazarene
Beaver Dam Road
Morgantown, KY 42261
- ④ Anita Reed
P.O. Box 51
Morgantown, KY 42261
- ⑤ Harlan & Callie Dackery
P.O. Box 474
Morgantown, KY 42261
- ⑥ Elmore Guthrie
2720 Beaver Dam Rd.
Morgantown, KY 42261
- ⑦ Eddie Ocas Ingram
2615 Beaver Dam Rd.
Morgantown, KY 42261
- ⑧ Scott Finner
48 Coals Rd.
Morgantown, KY 42261
- ⑨ Mark & Beula Hood
P.O. Box 633
Morgantown, KY 42261
- ⑩ Wanda Embury
Morgantown, KY 42261



LEGEND
 --- Adjacent Properties
 --- Subject Property
 ■ Building



RADIUS MAP
 1" = 200'

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

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

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 maintained in the office of Butler County on February 13, 2006.

[Signature]
 Licensed Professional Land Surveyor
 Date 7-25-06

 ABERDEEN HIGHWAY 231 MORGANTOWN, KY 42261	NO. DATE _____ _____	REVISIONS _____ _____	CIRCULAR WIRELESS 500' RADIUS MAP	SHEET NUMBER 14
	PROJECT NUMBER _____ _____	DESIGNED BY _____ _____	DRAWING SCALE AS LISTED ON DRAWING	DATE 9/20/06

WESTERMAN & ASSOCIATES, INC.
 1001 LAW STATION RD. STE. 311 (CORNER), W. NEEDLER, KY 40321-0301 TEL-9025

REDUCED COPY

EXHIBIT L
COPY OF COUNTY JUDGE/EXECUTIVE NOTICE



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

August 8, 2006

VIA CERTIFIED MAIL

Butler County Fiscal Court
c/o Butler County Judge/Executive Hugh C. Evans
Butler Co. Courthouse
P.O. Box 626
Morgantown, KY 42261

RE: Notice of Proposal to Construct Wireless Communications Facility
Kentucky Public Service Commission Docket No. 2006-00362
Site Name: Aberdeen

Dear Magistrates:

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 Highway 231, Morgantown, KY 42261 (37° 15' 31.87" North latitude, 86° 41' 2.40" West longitude). The proposed facility will include a 250-foot tall tower, with an approximately 15-foot tall lightning arrester attached at the top, for a total height of 265-feet. 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 2006-00362 in any correspondence sent in connection with this matter.

I have attached a map showing the site location for the proposed tower. New Cingular Wireless PCS, LLC's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area. Please feel free to contact me with any comments or questions you may have.

Sincerely,

A handwritten signature in black ink that reads "David A. Pike".

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

Enclosure

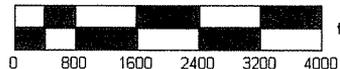
Aberdeen Site Location Map



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 www.delorme.com



MN (3 0° W)



Data Zoom 13-0



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

August 8, 2006

VIA CERTIFIED MAIL

Hon. Hugh C. Evans
Butler County Judge/Executive
Butler Co. Courthouse
P.O. Box 626
Morgantown, KY 42261

RE: Notice of Proposal to Construct Wireless Communications Facility
Kentucky Public Service Commission Docket No. 2006-00362
Site Name: Aberdeen

Dear Judge Evans:

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 Highway 231, Morgantown, KY 42261 (37° 15' 31.87" North latitude, 86° 41' 2.40" West longitude). The proposed facility will include a 250-foot tall tower, with an approximately 15-foot tall lightning arrester attached at the top, for a total height of 265-feet. This facility is needed to provide improved coverage for wireless communications in the area.

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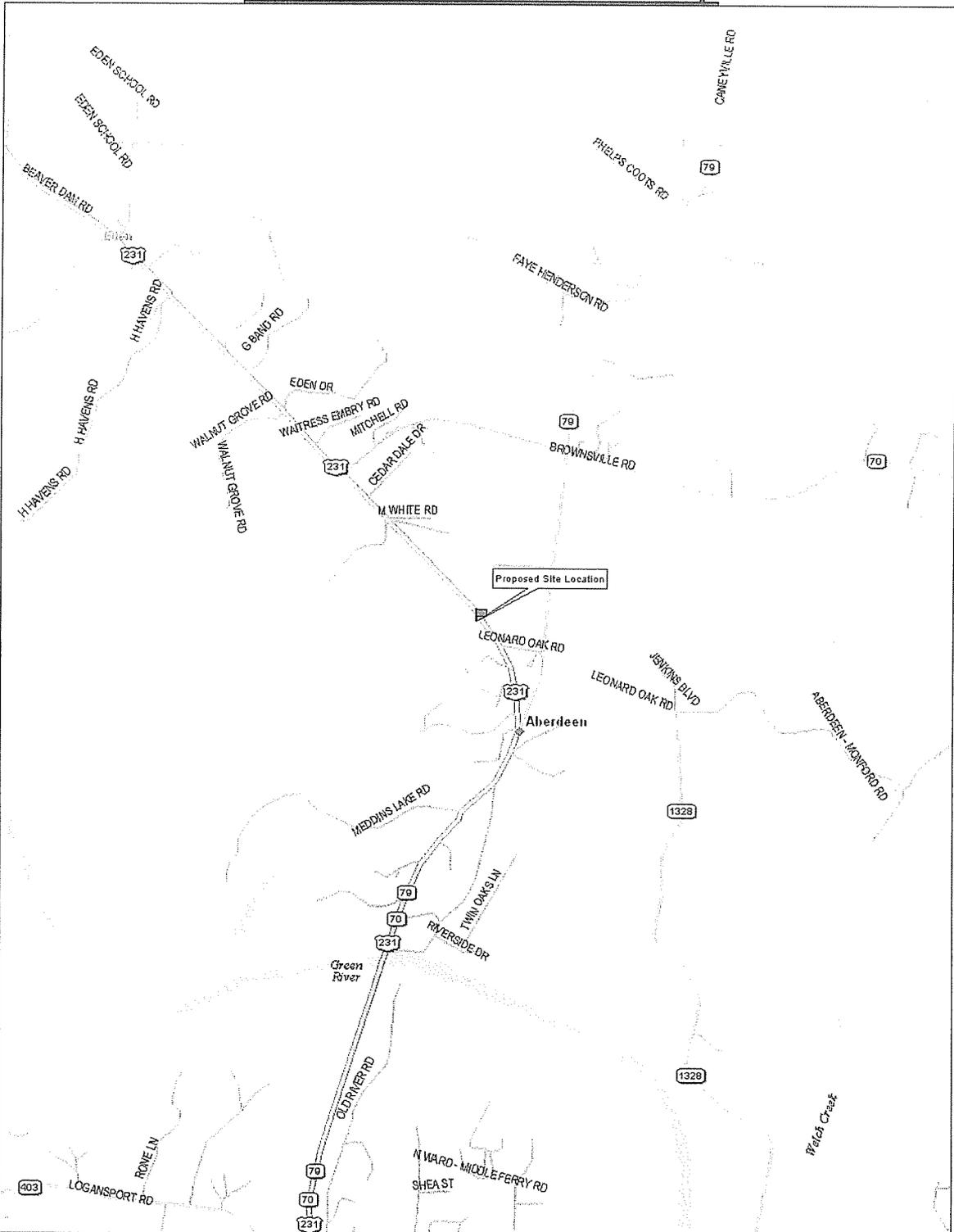
Sincerely,

A handwritten signature in black ink, appearing to read "David A. Pike".

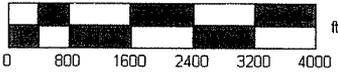
David A. Pike
Attorney for New Cingular Wireless PCS, LLC

Enclosure

Aberdeen Site Location Map



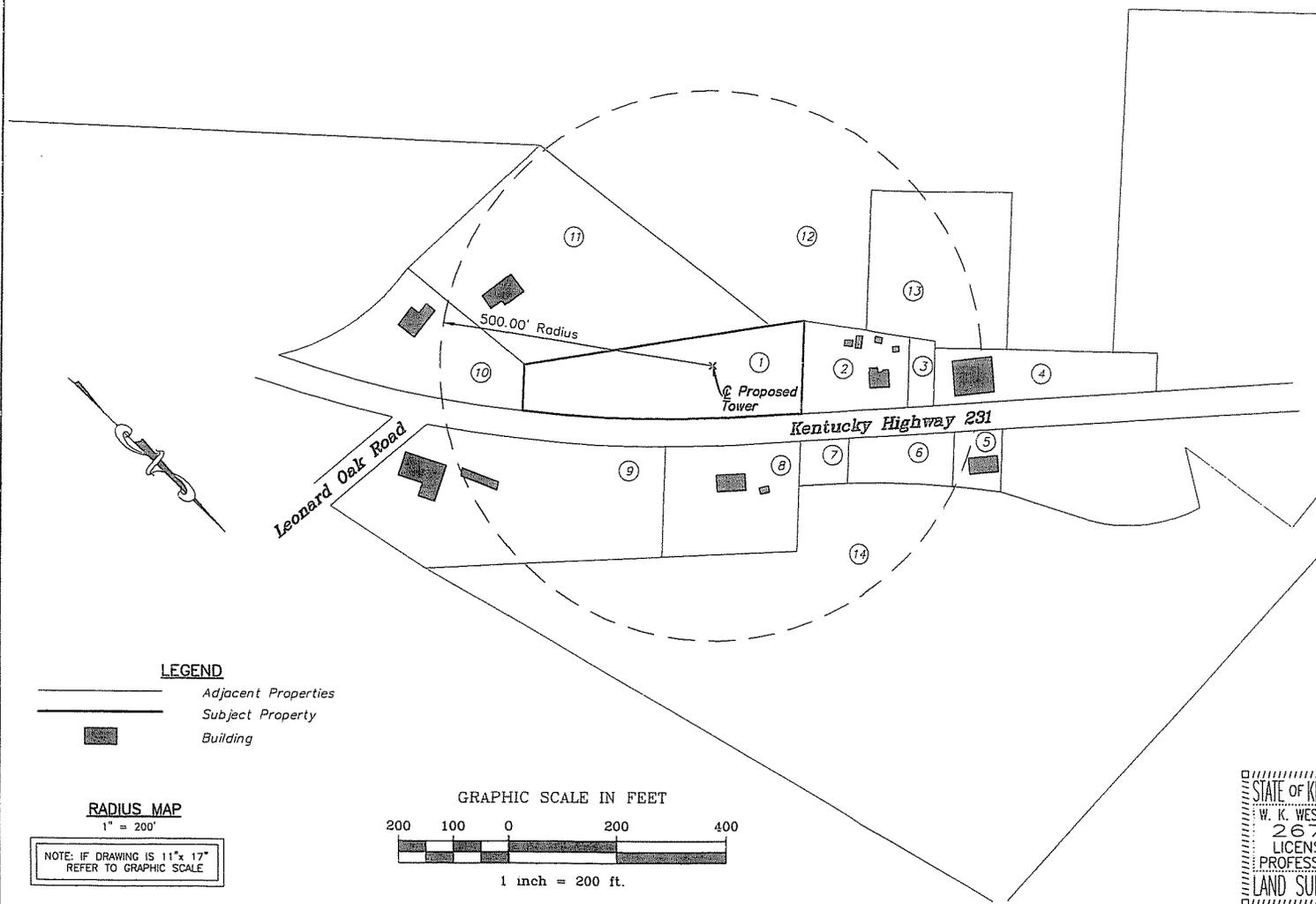
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Data Zoom 13-0

Adjacent Property Owners

- ① William & Sarah Dennison
2611 Stonemill Dr.
Elizabethtown, KY 42701
Map # AB2-00-02-006
- ② Ralph Meador
1907 Beaver Dam Rd.
Morgantown, KY 42261
- ③ ④ Church of the Nazarene
2807 Beaver Dam Road
Morgantown, KY 42261
- ⑤ Anita Road
P.O. Box 51
Morgantown, KY 42261
- ⑥ ⑦ Harlen & Callie Dockery
P.O. Box 474
Morgantown, KY 42261
- ⑧ Elmore Guthrie
2720 Beaver Dam Rd.
Morgantown, KY 42261
- ⑩ Eddie Osco Ingram
2615 Beaver Dam Rd.
Morgantown, KY 42261
- ⑪ Scott Flener
48 Coats Rd.
Morgantown, KY 42261
- ⑫ Mark & Paula Hood
P.O. Box 633
Morgantown, KY 42261
- ⑭ Wendal Embry
P.O. Box 469
Morgantown, KY 42261



LEGEND

- Adjacent Properties
- Subject Property
- Building

RADIUS MAP

1" = 200'

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

GRAPHIC SCALE IN FEET



1 inch = 200 ft.

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

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.L.S. office of Butler County on February 13, 2006.

[Signature] 7-25-06
Licensed Professional Land Surveyor Date

WESTERMAN & ASSOCIATES, INC.
LAND SURVEYING
10213 LAMAR STATION RD. STE. 34 LOUISVILLE, KY 40223 • (502) 742-9025

ABERDEEN
HIGHWAY 231
MORGANTOWN, KY 42261



NO.	DATE	REVISIONS	CHK	APP'D	SYM PROJECT NUMBER:	CINGULAR WIRELESS	SHEET NUMBER	REVISION NUMBER
					206012		02	
					DESIGNED BY:			
					GH			
					DRAWING SCALE:			
					AS LISTED ON DRAWING			
					DATE:			
					6/30/06			

REDUCED COPY

EXHIBIT M
COPY OF POSTED NOTICES

NOTICE SIGNS

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

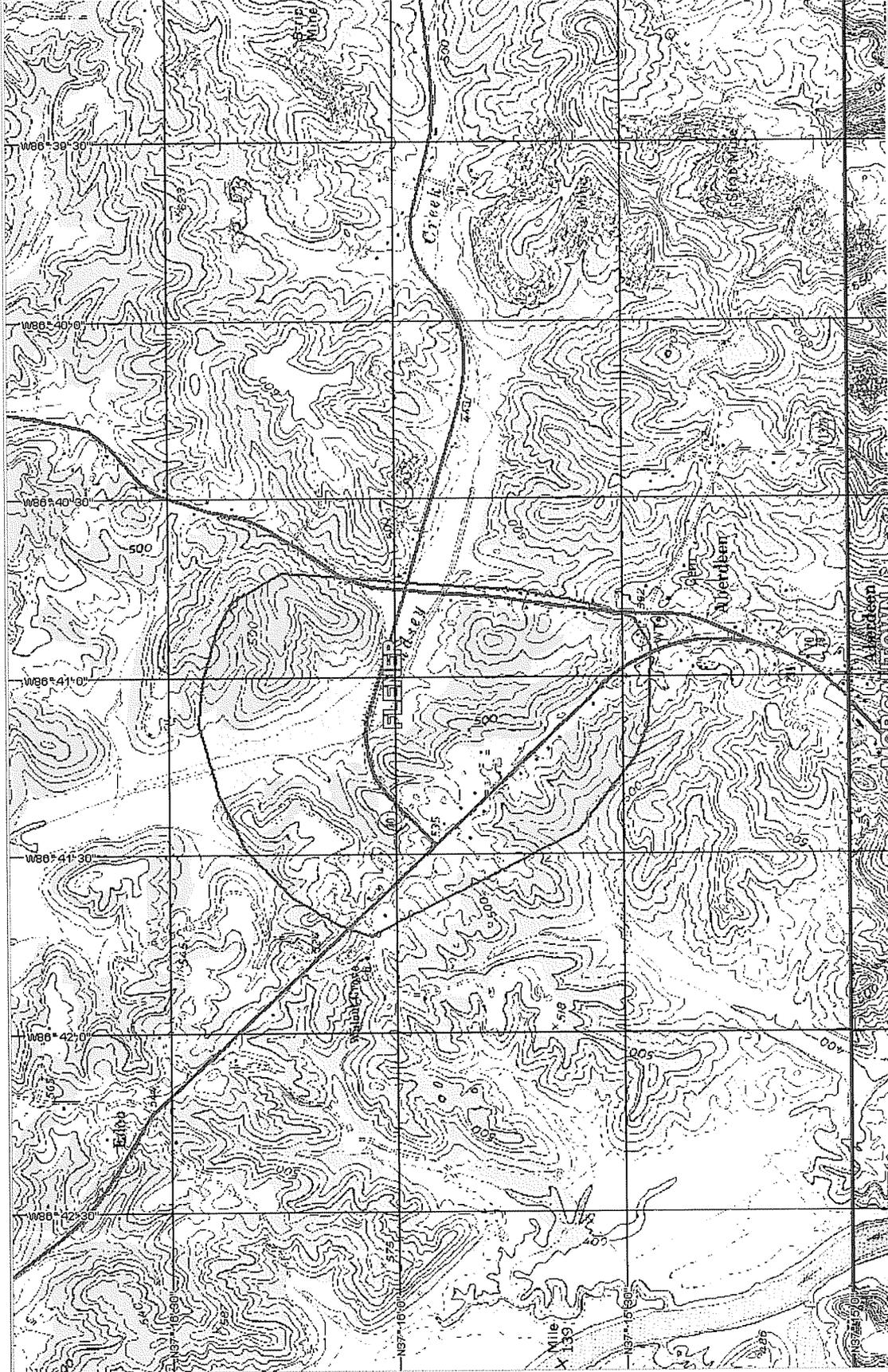
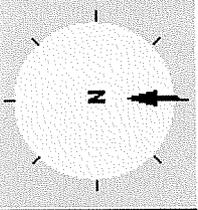
New Cingular Wireless PCS, LLC, proposes to construct a telecommunications **tower** on this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2006-00362 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 2006-00362 in your correspondence.

EXHIBIT N
COPY OF RADIO FREQUENCY DESIGN SEARCH AREA

DELORME
3D TopoQuads
 Detail: **13-0**

Latitude: **117° 16' 35.5"**
 Longitude: **W86° 40' 33.6"**
 Elevation: **530 feet**
 Interval: **11/4**
 Photo Zoom: **100%**
 Scale: **1000 ft**
 Datum: **WGS84**



Aberdeen Search Area