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.: 2006-00384
CONVENIENCE AND NECESSITY TO CONSTRUCT	)	
A WIRELESS COMMUNICATIONS FACILITY AT	)	
4044 FICKLIN ROAD, MT. STERLING, KY 40353	)	
IN THE WIRELESS COMMUNICATIONS LICENSE AREA	)	
IN THE COMMONWEALTH OF KENTUCKY	)	
IN THE COUNTY OF MONTGOMERY	)	

SITE NAME: CAMARGO

* * * * * * *

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

New Cingular Wireless PCS, LLC and Blue License 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 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 Wireless Communications Facility 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 Wireless Communications Facility. The construction of the Wireless Communications Facility 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 Wireless Communications Facility 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 Wireless Communications Facility 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 Wireless Communications Facility at 4044 Ficklin Road, Mt. Sterling, KY 40353 (37° 59' 38.63" North latitude, 83° 51' 46.92" West longitude), in an area located entirely within the county referenced in the caption of this application. The property on which the Wireless Communications Facility will be located is owned by Danny and Judy Watkins pursuant to a Deed recorded at Deed Book 236, Page 7 in the office of the Montgomery County Clerk. The proposed Wireless Communications Facility will consist of a 300-foot tall guyed tower, with an approximately 15-foot tall lightning arrestor attached at the top, for a total height of 315 feet. The Wireless Communications Facility 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 Wireless Communications Facility compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed Wireless Communications Facility will be constructed is attached as **Exhibit B** and **Exhibit C**. Periodic inspections will be performed on the Wireless Communications Facility 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 Wireless Communications Facility 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 Wireless Communications Facility 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 Wireless Communications Facility 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 Wireless Communications Facility 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 Wireless Communications Facility 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 Wireless Communications Facility site are included as part of this exhibit.

14. Clear directions to the proposed Wireless Communications Facility 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

Wireless Communications Facility 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 Wireless Communications Facility 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. 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 Wireless Communications Facility is not located within any flood hazard area.

18. 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 the TIAI/EIA-222-F-1996 standard.

19. 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**.

20. 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.

21. Applicant has notified the Montgomery 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**.

22. 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 Wireless Communications Facility is proposed to be located.

23. 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.

24. The process that was used by the Applicant's radio frequency engineers in selecting the site for the proposed Wireless Communications Facility was consistent with the general process used for selecting all other existing and proposed Wireless Communications Facility 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**.

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

26. 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 Wireless Communications Facility 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

EXHIBIT A
BUSINESS ENTITY AND FCC LICENSE DOCUMENTATION

Commonwealth of Kentucky
Trey Grayson
Secretary of State

Certificate of Authorization

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

NEW CINGULAR WIRELESS PCS, LLC

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

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

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

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

COMMONWEALTH OF KENTUCKY
OFFICE OF SECRETARY OF STATE

Trey Grayson
Secretary of State
Commonwealth of Kentucky
10293/0481848

Federal Communications Commission
Wireless Telecommunications Bureau

Radio Station Authorization (Reference Copy 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: BLUE LICENSES HOLDING, LLC

ATTN FCC GROUP
BLUE LICENSES HOLDING, LLC
5601 LEGACY DRIVE, MS: A-3
PLANO, TX 75024

FCC Registration Number (FRN): 0012362869	
Call Sign: WPOI255	**File Number:**
Radio Service: CW - PCS Broadband	

Grant Date	Effective Date	Expiration Date	Print Date
07/07/2005	09/27/2005	06/23/2015	08/31/2006

Market Number: MTA026	***Channel Block:*** A	**Sub-Market Designator:** 19
Market Name: Louisville-Lexington-Evansvill		

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
06/23/2000	06/23/2005		

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 # 0001918558.
The Spectrum Leasing Arrangement, which became effective upon approval of application file number 0001918558, was terminated on 04/14/2005. See file number 0002135370.
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 606.

To view the geographic areas associated with the license, go to the Universal Licensing System (ULS) homepage at http://wireless.fcc.gov/uls/ and select "License Search". Follow the instruction on how to search for license information

FCC 601 - MB
September 2002

CLOSE WINDOW

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	Effective Date	Expiration Date	Print Date
07/07/2005	09/27/2005	06/23/2015	08/31/2006

Market Number: MTA026	***Channel Block:*** A	***Sub-Market Designator:*** 15
Market Name: Louisville-Lexington-Evansvill		

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
06/23/2000	06/23/2005		

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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.

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To view the geographic areas associated with the license, go to the Universal Licensing System (ULS) homepage at http://wireless.fcc.gov/uls/ and select "License Search". Follow the instruction on how to search for license information

FCC 601 - MB
September 2002

CLOSE WINDOW

EXHIBIT B

SITE DEVELOPMENT PLAN:

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

PROJECT INFORMATION

SCOPE OF WORK:	300' GUY TOWER/ UNMANNED TELECOMMUNICATIONS FACILITY
SITE ADDRESS:	4044 FICKLIN ROAD MT. STERLING, KY 40353
LATITUDE: LONGITUDE:	37° 59' 38.63" N 83° 51' 46.92" W
JURISDICTION:	MONTGOMERY COUNTY PLANNING AND ZONING
CURRENT USE:	FIELD
PROPOSED USE:	TELECOMMUNICATIONS FACILITY
PROPERTY OWNER:	DANNY & JUDY WATKINS 4044 FICKLIN ROAD MT. STERLING, KY 40353

cingular WIRELESS

SITE # 252P0136
SITE NAME: CAMARGO
"ZONING DOCUMENTS"

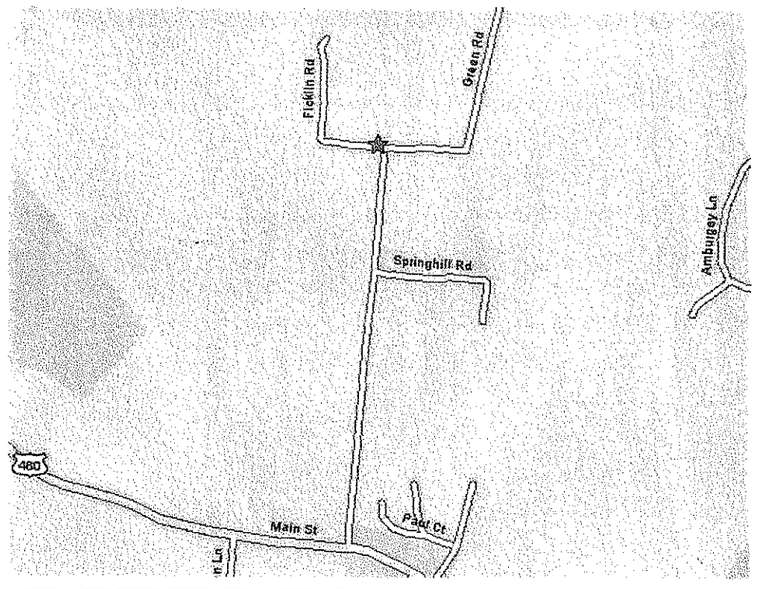
DRAWING INDEX

REV		
0	01	TITLE SHEET
0	02	500' RADIUS MAP
0	03	SITE SURVEY
0	04	SITE PLAN
0	05	ELEVATION

DIRECTIONS TO SITE

From Mt. Sterling, KY. Turn right onto State Hyway 460 (south) at exit 110, follow Highway 460 approximately 10 miles to Carmargo. Continue through Camargo 1.5 miles to Finklin Road on your left. Follow Finklin Road approximately 2/3 mile to 3494Finklin Road on the left. Enter the site to the left of the barn, go through the gate and immediately turn right along the fence behind the barn. The site sits in the corner behind the pond and along the east/west fence. NOTE: PERMANENT ACCESS WILL BE NORTH OF THE BARN AND SMALL LOT.

VICINITY MAP



APPLICABLE BUILDING CODES AND STANDARDS

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

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

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

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

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

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

TELCORDIA GR-1275, GENERAL INSTALLATION REQUIREMENTS

TELCORDIA GR-1503, COAXIAL CABLE CONNECTIONS

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

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

TOWER OWNER

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

APPROVAL SIGNATURES

CINGULAR WIRELESS	PROPERTY OWNER
CONSTRUCTION:	SIGNATURE:

MPM
MILLER PROJECT MANAGEMENT
3605 MATTINGLY ROAD
BUCKNER, KENTUCKY 40010
PHONE: (502) 222-4226 FAX: (502) 222-4265

NOLAN AND NOLAN INC
architects
801 BARRET AVE.
LOUISVILLE, KENTUCKY 40204
AIA

STATE OF KENTUCKY
STAMP: WILLIAM E. GRIGSBY, JR.
15314
LICENSED PROFESSIONAL ENGINEER

PROJECT: 052408 08/08/06

CAMARGO
4044 FICKLIN ROAD
MT. STERLING, KENTUCKY 40353

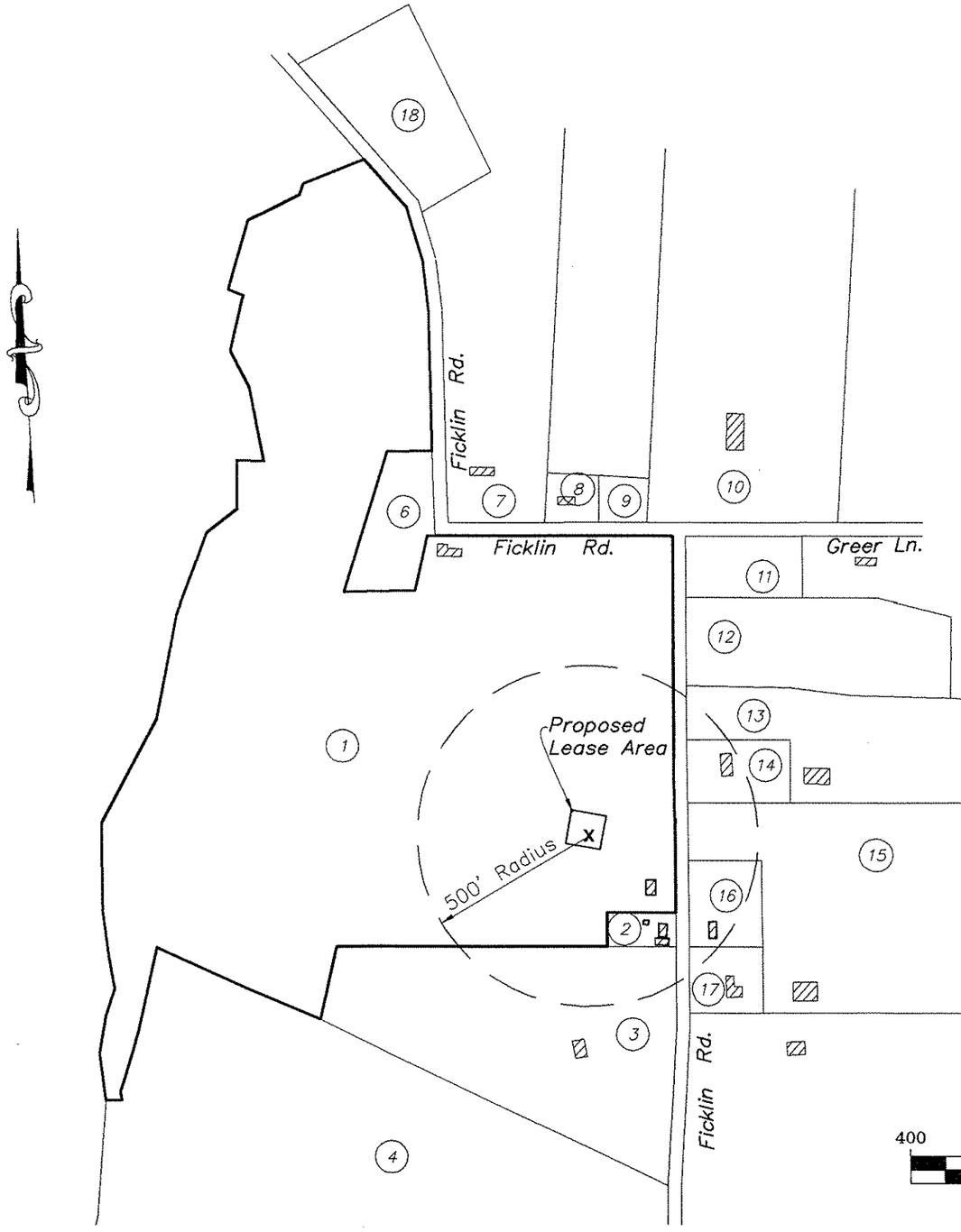
cingular WIRELESS

NO.	DATE	REVISIONS	BY	CHK	APP'D

CINGULAR WIRELESS

COVER SHEET
"ZONING DOCUMENTS"

DRAWING NUMBER 01 REV NO.



LEGEND

Adjacent Properties

Subject Property

Building

Adjacent Property Owners

1. Danny & Judy Watkins
   4044 Ficklin Rd.
   Mt. Sterling, KY 40353
   Map 041, Tax Lot 39
2. Thornton & Shirley Prater
   3594 Ficklin Rd.
   Mt. Sterling, KY 40353
3. Willie Chapman, Jr.
   3560 Ficklin Rd.
   Mt. Sterling, KY 40353
4. C.W. Greer Estate
   c/o Mark Greer
   500 Spruce Valley Rd.
   Jeffersonville, KY 40337
5. Jerald & Dorothy Greenwade
   2878 Cooper Ln.
   Mt. Sterling, KY 40353
6. Elzie & Sandy Prater
   3958 Ficklin Rd.
   Mt. Sterling, KY 40353
7. Irene Fouch
   4123 Ficklin Rd.
   Mt. Sterling, KY 40353
8. Gilbert & Brenda Martin
   3879 Ficklin Rd.
   Mt. Sterling, KY 40353
9. Shannon Becraft
   3887 Ficklin Rd.
   Mt. Sterling, KY 40353
10. Bradley & Judy Witt
    1242 Valley View Dr.
    Mt. Sterling, KY 40353
11. Janet Lynn Lockridge
    2083 Greer Ln.
    Mt. Sterling, KY 40353
12. Perry & Mary Smith
    1955 Science Ridge Rd.
    Jeffersonville, KY 40337
13. Ellis H. Reynolds
    114 Holly Hill Dr.
    Mt. Sterling, KY 40353
14. Paul & Mattie Reffitt
    5968 McCormick Rd.
    Mt. Sterling, KY 40353
15. Eweil Lee & Effa Dee Trimble
    4532 Camargo Rd.
    Mt. Sterling, KY 40353
16. Ricky Lee & Bernice Trimble
    3593 Ficklin Rd.
    Mt. Sterling, KY 40353
17. Kenneth R. & Barbara Hall
    3571 Ficklin Rd.
    Mt. Sterling, KY 40353
18. Dana Halsey
    4125 Ficklin Rd.
    Mt. Sterling, KY 40353

400 200 0 400 800

GRAPHIC SCALE IN FEET

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 office of the Property Valuation Administrator of Montgomery County, Kentucky on July 7, 2005.

8-23-06

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

CAMARGO

FICKLIN ROAD
MT. STERLING, KENTUCKY 40353

cingular WIRELESS

NO.	DATE	REVISIONS	CHK	APP'D

WA PROJECT NUMBER: 205101
DESIGNED BY: G.H.
DRAWING SCALE: AS LISTED ON DRAWING
DATE: 8/23/06

CINGULAR WIRELESS

500' RADIUS MAP

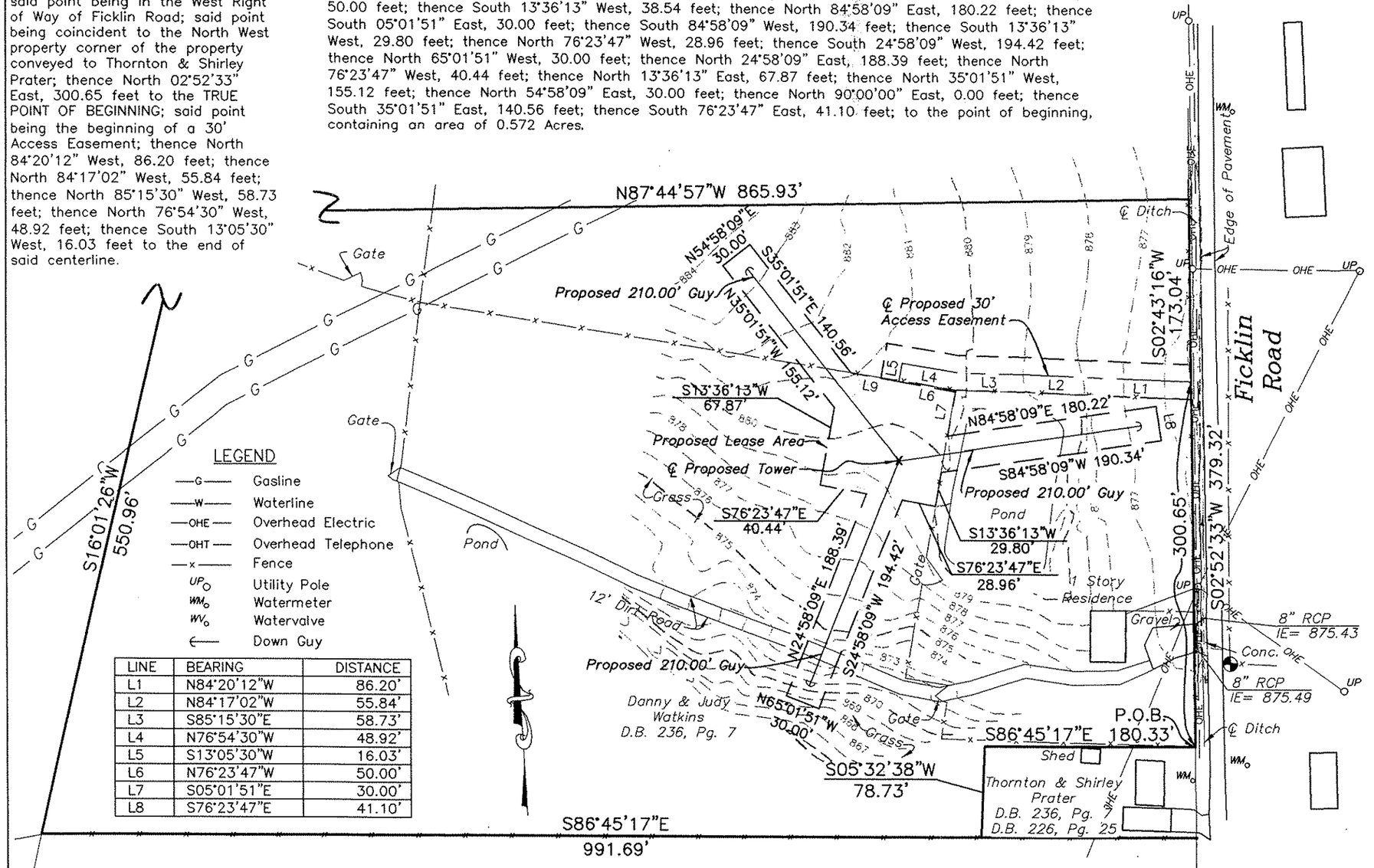
SHEET NUMBER	REVISION NUMBER
03	

ACCESS EASEMENT DESCRIPTION

Beginning at the Southeast property corner of Danny & Judy Watkins; said point being in the West Right of Way of Ficklin Road; said point being coincident to the North West property corner of the property conveyed to Thornton & Shirley Prater; thence North 02°52'33" East, 300.65 feet to the TRUE POINT OF BEGINNING; said point being the beginning of a 30' Access Easement; thence North 84°20'12" West, 86.20 feet; thence North 84°17'02" West, 55.84 feet; thence North 85°15'30" West, 58.73 feet; thence North 76°54'30" West, 48.92 feet; thence South 13°05'30" West, 16.03 feet to the end of said centerline.

LEASE AREA DESCRIPTION

Beginning at the end of the aforementioned centerline of a 30 foot Access Easement; said point being the beginning of the Proposed Lease Area and Proposed Guy Easement; thence South 76°23'47" East, 50.00 feet; thence South 13°36'13" West, 38.54 feet; thence North 84°58'09" East, 180.22 feet; thence South 05°01'51" East, 30.00 feet; thence South 84°58'09" West, 190.34 feet; thence South 13°36'13" West, 29.80 feet; thence North 76°23'47" West, 28.96 feet; thence South 24°58'09" West, 194.42 feet; thence North 65°01'51" West, 30.00 feet; thence North 24°58'09" East, 188.39 feet; thence North 76°23'47" West, 40.44 feet; thence North 13°36'13" East, 67.87 feet; thence North 35°01'51" West, 155.12 feet; thence North 54°58'09" East, 30.00 feet; thence North 90°00'00" East, 0.00 feet; thence South 35°01'51" East, 140.56 feet; thence South 76°23'47" East, 41.10 feet; to the point of beginning, containing an area of 0.572 Acres.



LEGEND

—G—	Gasline
—W—	Waterline
—OHE—	Overhead Electric
—OHT—	Overhead Telephone
—x—	Fence
UP	Utility Pole
WM	Watermeter
WV	Watervalve
⟵	Down Guy

LINE	BEARING	DISTANCE
L1	N84°20'12"W	86.20'
L2	N84°17'02"W	55.84'
L3	S85°15'30"E	58.73'
L4	N76°54'30"W	48.92'
L5	S13°05'30"W	16.03'
L6	N76°23'47"W	50.00'
L7	S05°01'51"E	30.00'
L8	S76°23'47"E	41.10'

SITE PLAN
1" = 100'

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

100 50 0 100 200
GRAPHIC SCALE IN FEET

BENCHMARK INFORMATION

Northing: 3,891,183.549 feet 1,186,032.745 meters
Easting: 5,464,022.184 feet 1,665,433.961 meters
Elevation: 873.98 feet 266.38 meters
Description: P.K. Nail in fence post located 7.5±' South of the Ficklin Road near Subject Property. (NAVD 1988 Datum)

DEED REFERENCE

REFERENCE IS HEREBY MADE TO A WARRANTY DEED DATED MAY 25, 1999 FROM ELZIE & SANDY PRATER TO DANNY & JUDY WATKINS OF KENTUCKY AND RECORDED IN MONTGOMERY COUNTY DEED BOOK 236 AT PAGE 7. THE HORIZONTAL DATUM FOR THIS PLAT, BEARING N02°52'33"E, WAS TAKEN FROM THIS DEED.

ZONING: AGRICULTURAL

GEOGRAPHIC COORDINATES FOR CENTER OF TOWER

NAD 83 State Plane	N: 3891027.29
	E: 5464961.38
NAD 27 State Plane	Not Available
	Not Available
NAD 83 Geographic	37° 59' 38.63"
	83° 51' 46.92"
NAD 27 Geographic	37° 59' 38.33"
	83° 51' 47.21"

PROPERTY OWNER INFORMATION:

Danny & Judy Watkins
B. 4404 Ficklin Road
Mt. Sterling, KY 40353
TELEPHONE: (606) 498-6049

FAA 1A ACCURACY

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

FLOOD PLAIN STATEMENT

According to the Flood Insurance Rate Map (FIRM) for Montgomery County, Kentucky (Community Panel Number 21032600004C, dated May 1, 1987) this propery does not lie within a flood hazard area.

NOTE

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

SURVEYOR'S NOTES

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

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

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

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

TOWER BASE:

LATITUDE: 37°-59'-38.63" N
LONGITUDE: 83°-51'-46.92" W
(PER NORTH AMERICAN DATUM OF 1983)

ELEVATION: 879.70'±
(PER NATIONAL GEODETIC VERTICAL DATUM OF 1988)

LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat has been compiled from a survey actually made upon the ground under my direct supervision on April 12, 2006 by the method of random traverse with sideshots. The precision ratio of the traverse exceeds 1:10,000 and was adjusted.

8-23-06

Licensed Professional Land Surveyor Date

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

CAMARGO

4044 FICKLIN ROAD
MT. STERLING, KENTUCKY 40353

cingular WIRELESS

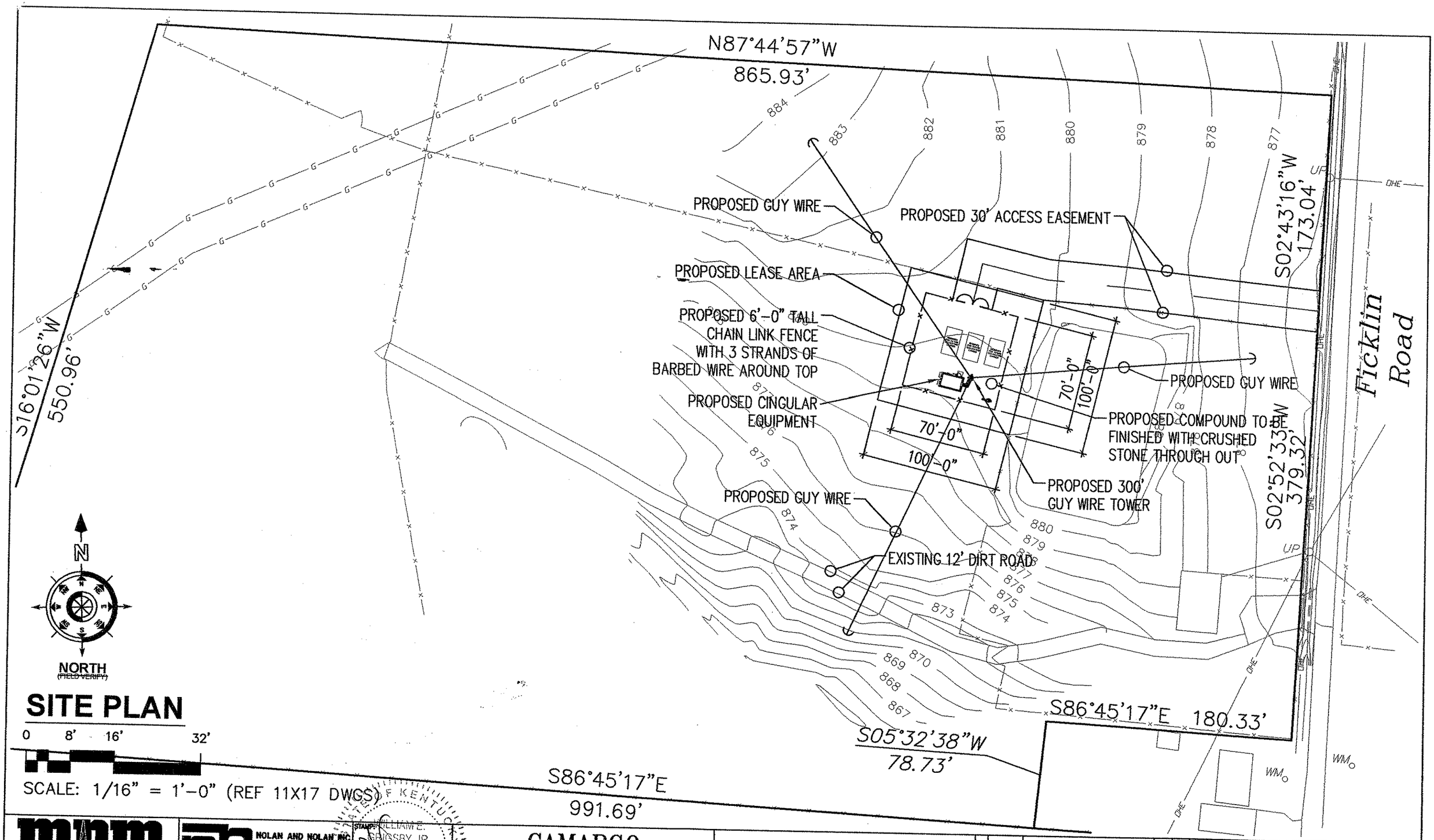
NO.	DATE	REVISIONS	CHK	APP'D

WA PROJECT NUMBER: 205101
DESIGNED BY: G.H.
DRAWING SCALE: AS LISTED ON DRAWING
DATE: 8/20/06

CINGULAR WIRELESS

TOPOGRAPHIC SURVEY

SHEET NUMBER	REVISION NUMBER
02	



SITE PLAN

0 8' 16' 32'

SCALE: 1/16" = 1'-0" (REF 11X17 DWGS)

MILLER'S PROJECT MANAGEMENT
3605 MATTINGLY ROAD
BUCKNER, KENTUCKY 40010
PHONE: (502) 222-4226 FAX: (502) 222-4265

NOLAN AND NOLAN, INC architects
801 BARRET AVE.
LOUISVILLE, KENTUCKY 40204
AIA

STATE OF KENTUCKY
STAMP: WILLIAM E. GRIGSBY, JR.
18114
LICENSED PROFESSIONAL ENGINEER

PROJECT: 052406 08/08/06

CAMARGO
4044 FICKLIN ROAD
MT. STERLING, KENTUCKY 40353

cingular WIRELESS

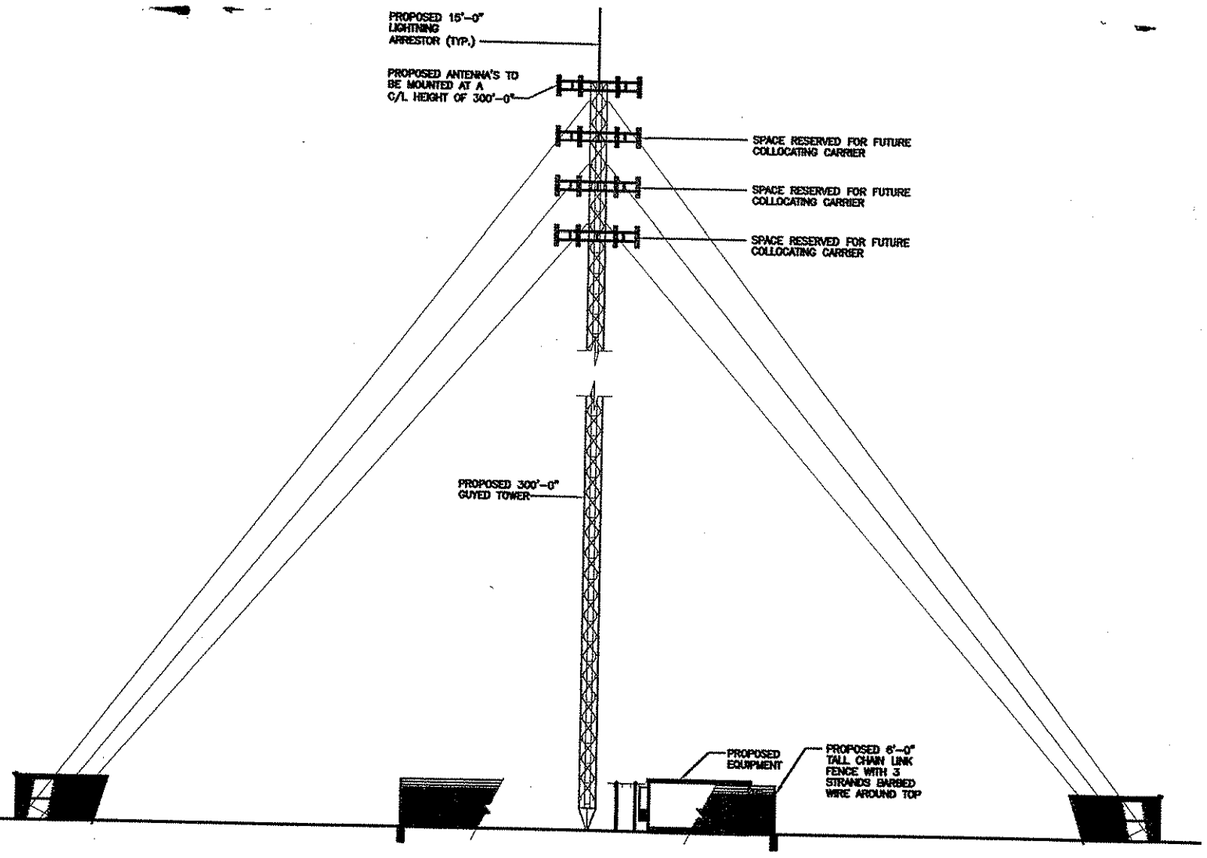
NO.	DATE	REVISIONS	BY	CHK	APP'D

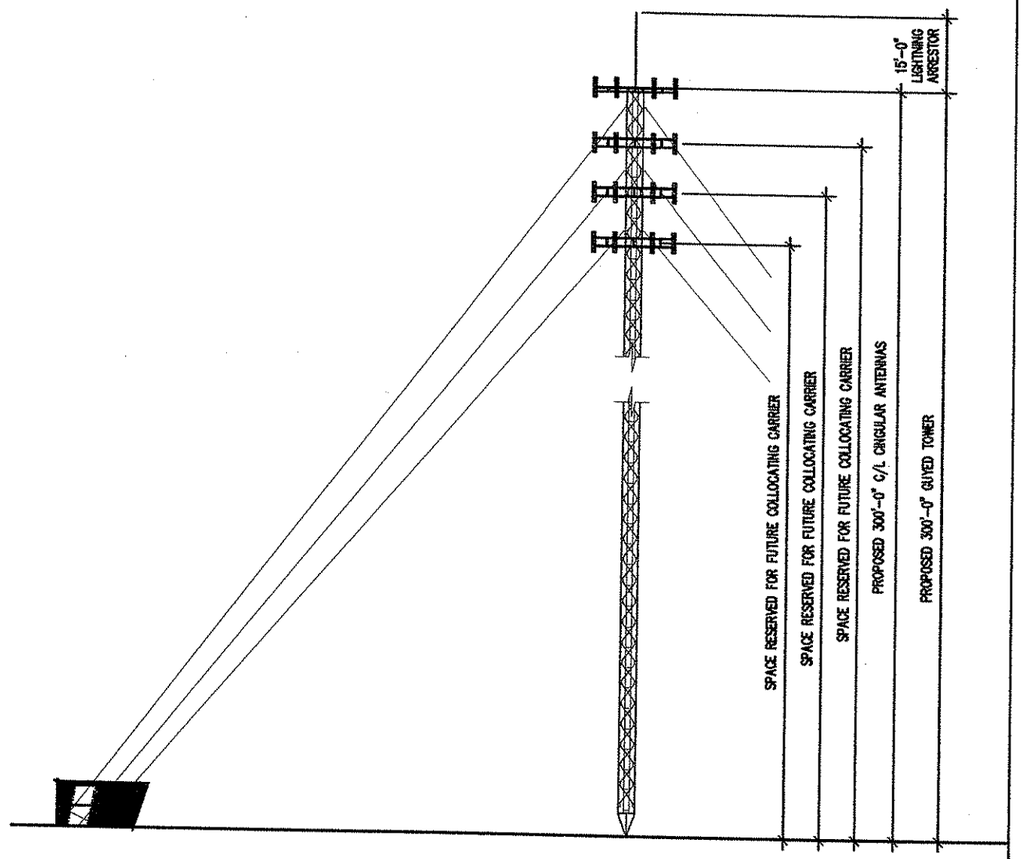
CINGULAR WIRELESS

ENLARGED SITE PLAN "ZONING DOCUMENTS"

DRAWING NUMBER 04

REV. NO.





SITE ELEVATION PLAN

NOT TO SCALE

MEDNESS PROJECT MANAGEMENT
3605 MATTINGLY ROAD
BUCKNER, KENTUCKY 40010
PHONE: (502) 222-4226 FAX: (502) 222-4265

NOLAN AND NOLAN INC.
architects
801 BARRET AVE.
LOUISVILLE, KENTUCKY 40204
AIA

PROJECT: 052406 08/08/06

STATE OF KENTUCKY
STAMP: WILLIAM E. GRIGSBY, JR.
16114
LICENSED PROFESSIONAL ENGINEER

CAMARGO
4044 FICKLIN ROAD
MT. STERLING, KENTUCKY 40353

cingular WIRELESS

NO.	DATE	REVISIONS	BY	CHK	APP'D

CINGULAR WIRELESS

ELEVATION
PLAN
"ZONING DOCUMENTS"

DRAWING NUMBER 05

REV. NO.

EXHIBIT C
TOWER AND FOUNDATION DESIGN
AND
STATEMENT OF QUALIFICATIONS

MEDLEY'S PROJECT MANAGEMENT

August 28, 2006

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

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.

3605 Mattingly Road • Buckner, KY 40010 • Phone: 502-222-4226 • Fax: 502-222-4265

MEDLEY'S PROJECT MANAGEMENT

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.

3605 Mattingly Road • Buckner, KY 40010 • Phone: 502-222-4226 • Fax: 502-222-4265

Sabre Towers

MEDLEY'S PROJECT MANAGEMENT INC

Permit Pkg with Foundation

Camargo, KY

Sabre Job Number 07-08056

STAMPED PERMIT DRAWINGS

YOUR SABRE
REPRESENTATIVE IS
Mike Upton
1-800-369-6690 EXT. 169

Sabre™ Towers & Poles

2101 Murray Street • P.O. Box 658 • Sioux City, Iowa 51102 USA
Phone: (712) 258-6690 • Fax: (712) 258-8250
www.sabrecom.com

Sabre Communications Corporation ™

Structural Design Report

300' 3600SRWD Guyed Tower
located at: Camargo, KY

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

Job Number: 07-08056

August 8, 2006

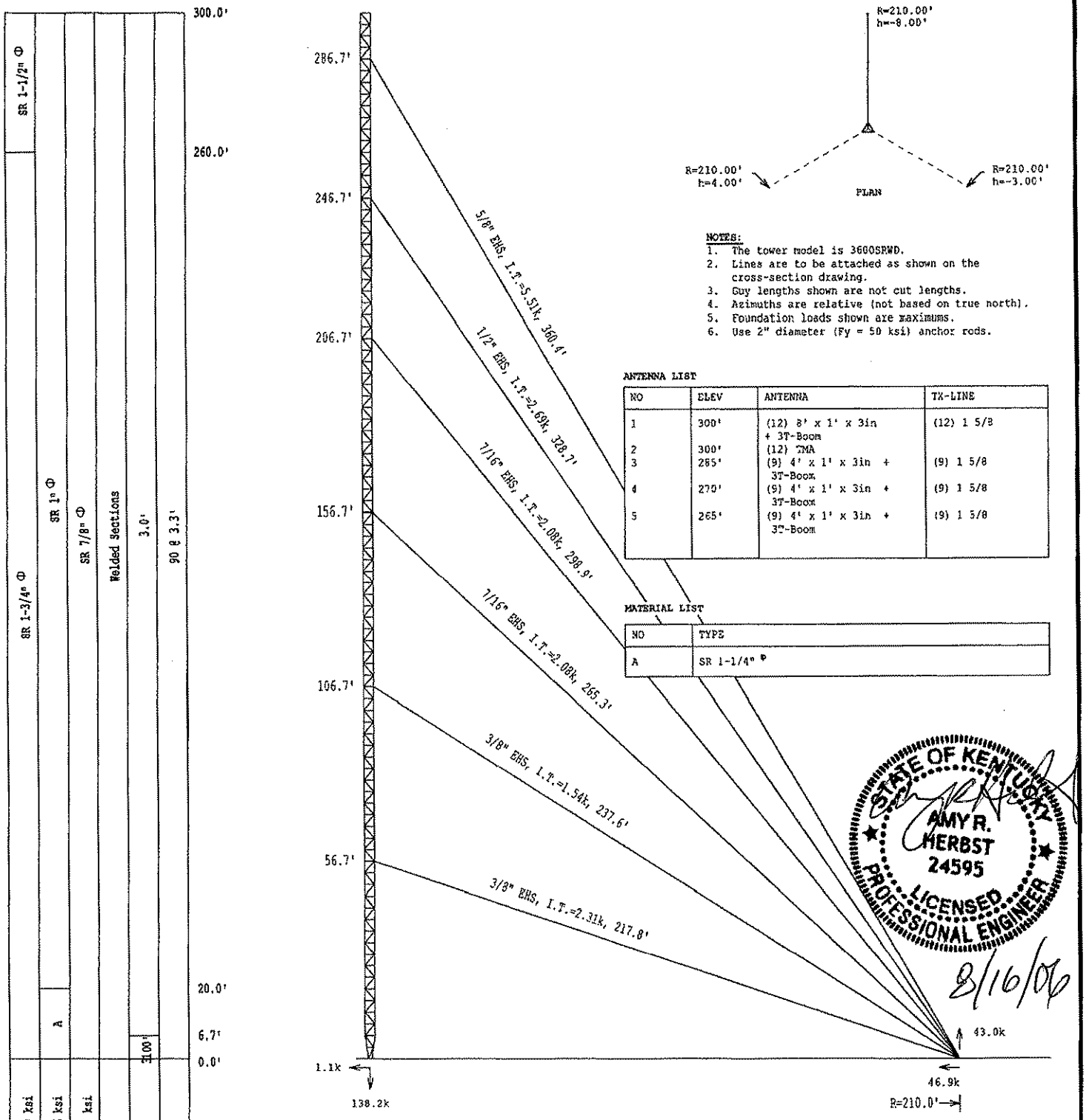
Prepared by REB

Checked by RSH

Approved by ARH

STATE OF KENTUCKY
AMY R. HERBST
24595
LICENSED PROFESSIONAL ENGINEER

8/16/06



NOTES:
1. The tower model is 3600SRWD.
2. Lines are to be attached as shown on the cross-section drawing.
3. Guy lengths shown are not cut lengths.
4. Azimuths are relative (not based on true north).
5. Foundation loads shown are maximums.
6. Use 2" diameter (Fy = 50 ksi) anchor rods.

ANTENNA LIST

NO	ELEV	ANTENNA	TX-LINE
1	300'	(12) 8' x 1' x 3in + 3T-Boom	(12) 1 5/8
2	300'	(12) TMA	
3	285'	(9) 4' x 1' x 3in + 3T-Boom	(9) 1 5/8
4	270'	(9) 4' x 1' x 3in + 3T-Boom	(9) 1 5/8
5	265'	(9) 4' x 1' x 3in + 3T-Boom	(9) 1 5/8

MATERIAL LIST

NO	TYPE
A	SR 1-1/4" Φ

STATE OF KENTUCKY
AMY R. HERBST
24595
LICENSED PROFESSIONAL ENGINEER
8/16/06

Elevation view of 60 deg. face & 0 - 120 deg. guy lines

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: 07-08056 | Date: 8 aug 2006

Location: Camargo, KY | Total Height: 300.00' | Tower Height: 300.00'

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

Project: C:\Guymast\Tower\3600SRWD-07-08056.LOD

Sheet: 1

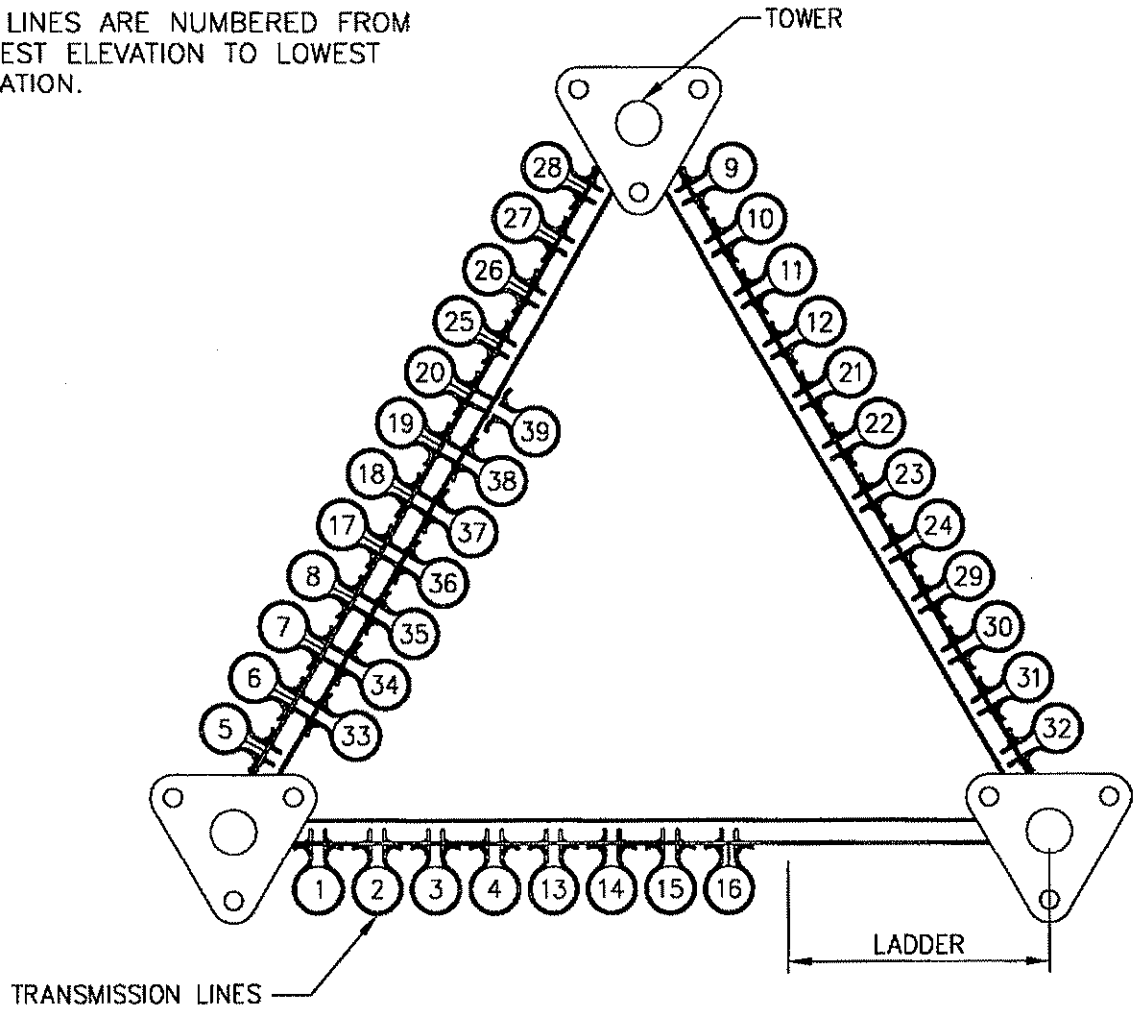
CUSTOMER: MEDLEY'S PROJECT MANAGEMENT INC

SITE: Camargo, KY

300 FT., MODEL 3600 SRWD GUYED TOWER (36" FACE) AT 70 MPH WIND + 1/2" ICE PER ANSI/TIA/EIA-222-F-1996, ANTENNA LOADING PER PAGE 1.

NOTE:

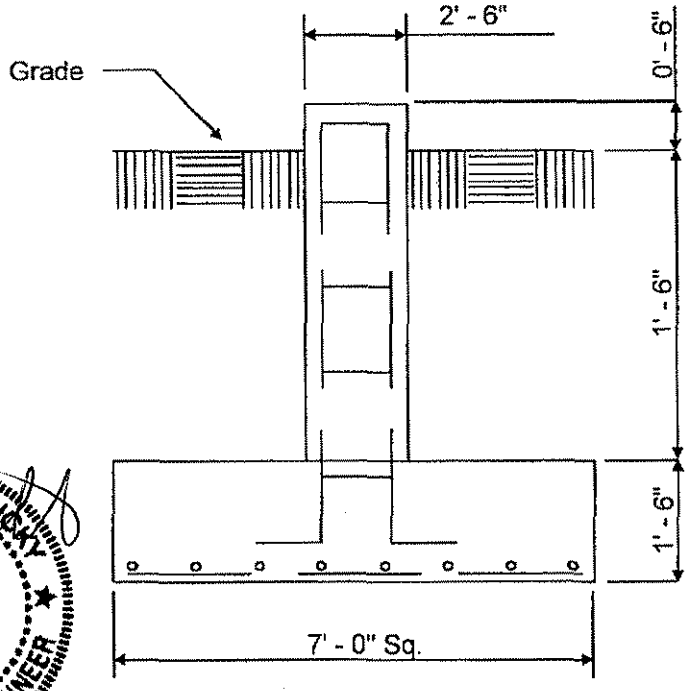
THE LINES ARE NUMBERED FROM HIGHEST ELEVATION TO LOWEST ELEVATION.



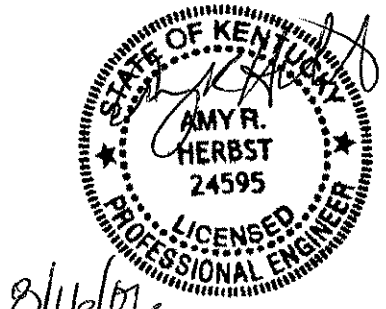
LINE ARRANGEMENT

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

300 ft. Model 3600 SRWD Guyed Tower (36 in. face) At
70 mph Wind + 0.5 in. Ice per ANSI/TIA/EIA-222-F-1996.
Antenna Loading per Page 1



TOWER BASE
(3.09 Cu. Yds. Each)



8/16/06

Rebar Schedule	
PIER	(6) #7 vertical rebar w/ #3 ties @12" spacing
PAD	(8) #7 horizontal rebar Ea. Way Evenly Spaced Bottom Only

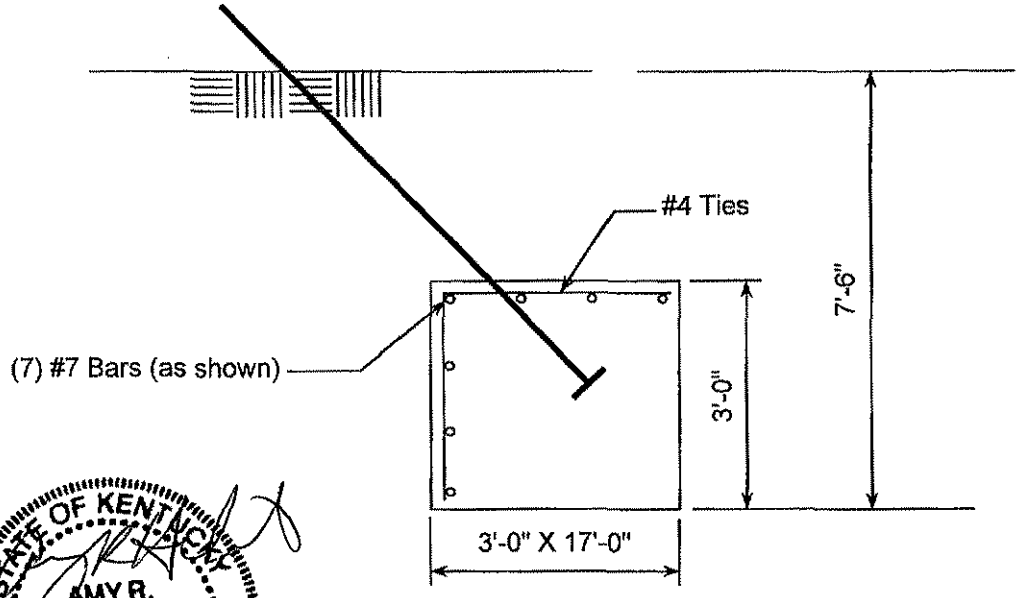
NOTES

1.) Concrete shall have a minimum 28 day compressive strength of 3000 PSI, in accordance with ACI 318-05.
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. 57067384G, dated: 7-27-06

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

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

300 ft. Model 3600 SRWD Guyed Tower (36 in. face) At
70 mph Wind + 0.5 in. Ice per ANSI/TIA/EIA-222-F-1996.
Antenna Loading per Page 1



STATE OF KENTUCKY
AMY R. HERBST
24595
LICENSED PROFESSIONAL ENGINEER

8/16/06

GUY ANCHOR
(5.67 Cu. Yds. Concrete)
(3 required)

Rebar Schedule Per Anchor	
GUY ANCHOR	(7) #7 horizontal rebar X 16'-6" (18) #4 ties evenly spaced

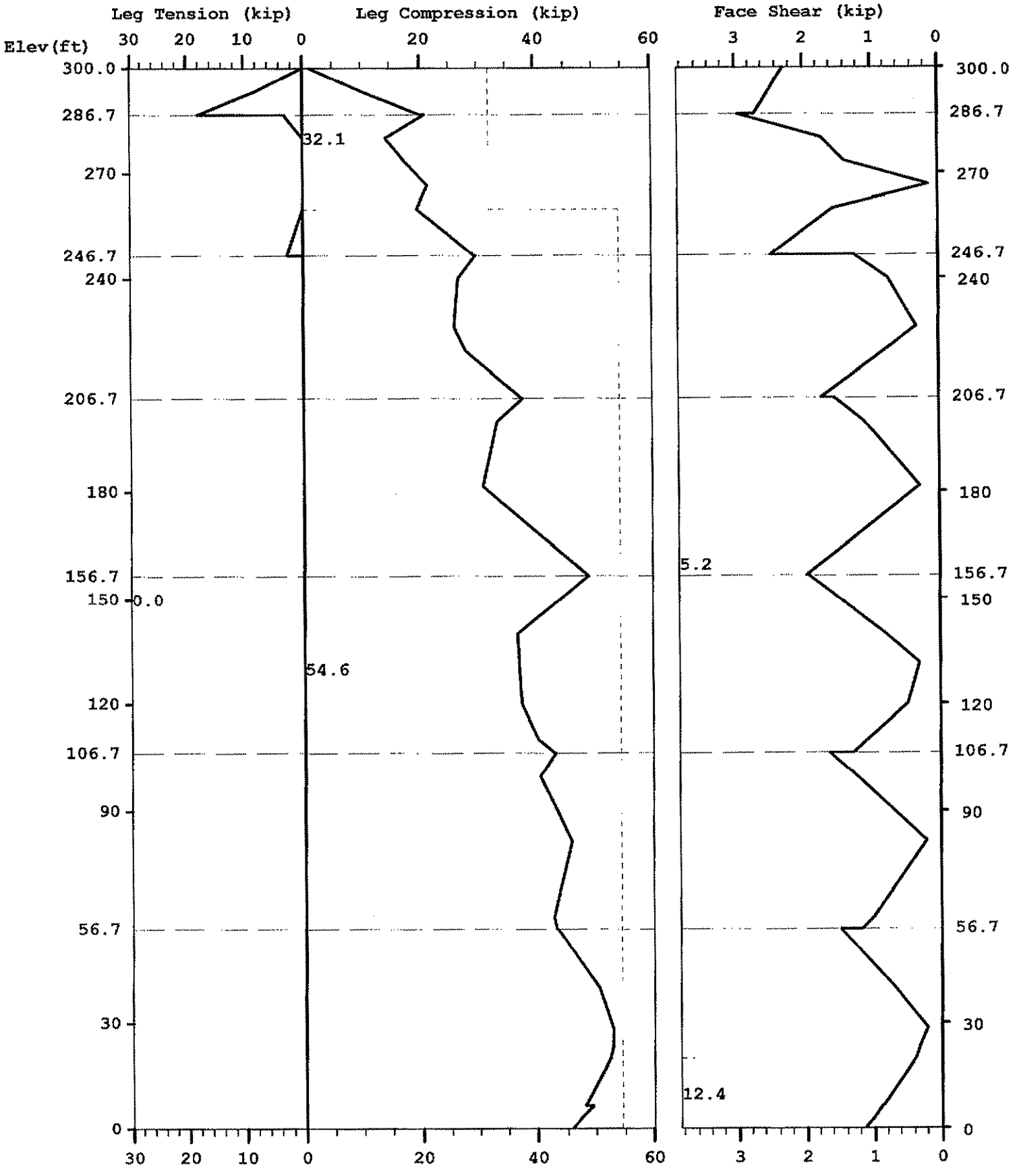
NOTES

1.) Concrete shall have a minimum 28 day compressive strength of 3000 PSI, in accordance with ACI 318-05.
2.) Rebar to conform to ASTM specification A615 Grade 60.
3.) All rebar to have a minimum of 3" concrete cover.

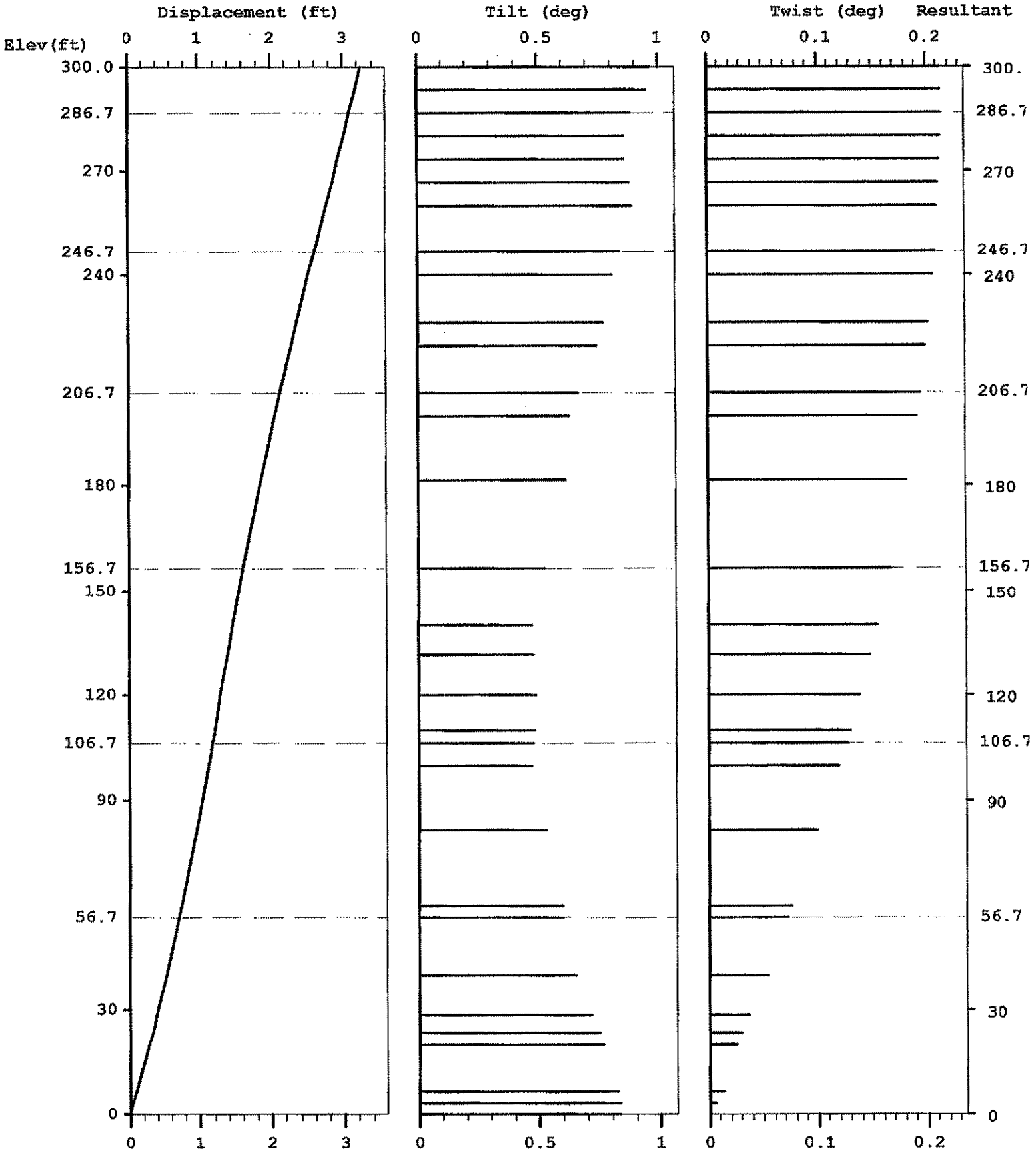
4.) The foundation design is based on the geotechnical report by Terracon project no. 57067384G, dated: 7-27-06

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

300' 3600SRWD MEDLEY'S PROJECT MANAGEMENT INC Camargo KY(07-08056) REBEACOM
Maximum

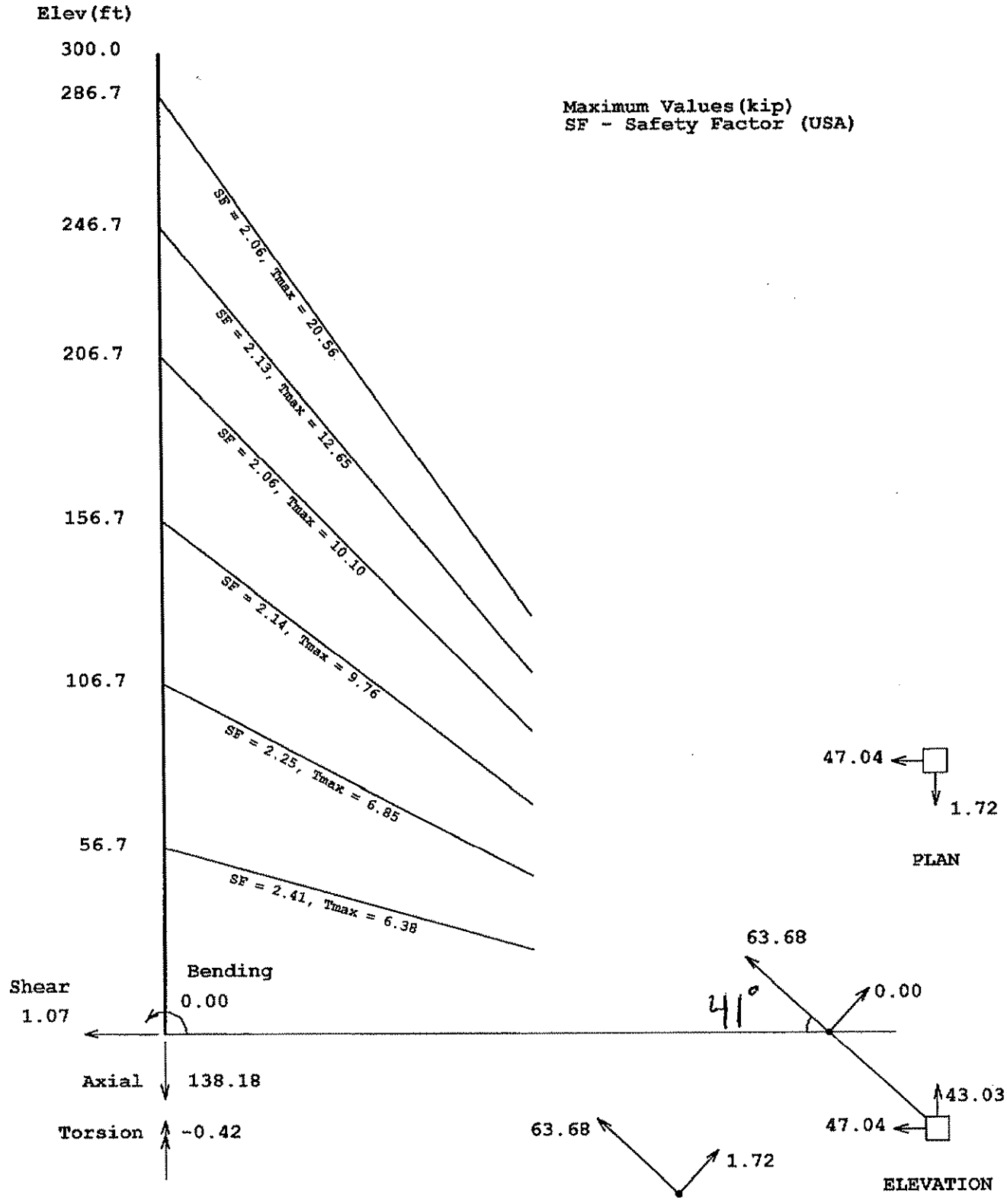


300' 3600SRWD MEDLEY'S PROJECT MANAGEMENT INC Camargo KY(07-08056) REBEACOM
Maximum



300' 3600SRWD MEDLEY'S PROJECT MANAGEMENT INC Camargo KY(07-08056) REBEACOM
Maximum

Guy Tensions, Anchor Loads and Base Loads



GUYMAST 1.2 (USA)-Guyed Tower Analysis (c)1997,2004 Guymast Inc.

Tel:(416)736-7453 Fax:(416)736-4372 Web:www.guymast.com

Processed under license at:

Sabre Communications Corporation on: 8 aug 2006 at: 11:41:09

300' 3600SRWD MEDLEY'S PROJECT MANAGEMENT INC Camargo KY(07-08056) REBEACOM

MAST DATA

UPPER ELEV FT	MAST TYPE OF WEB	NO OF LEGS *	GEOM FACE WIDTH FT *	GEOM PANEL HEIGHT FT *	X-SECTION-AREA ONE LEG IN.SQ.	X-SECTION-AREA ONE DIAG IN.SQ. *	BARE WEIGHT K/FT.	ELASTIC MODULUS KIP/IN.SQ	TEMP COEFF /DEG
300.0	4	3	3.000	3.333	1.770	0.790	0.035	29000.0	0.0000116
280.0	4	3	3.000	3.333	1.770	0.790	0.035	29000.0	0.0000116
260.0	4	3	3.000	3.333	2.410	0.790	0.041	29000.0	0.0000116
240.0	4	3	3.000	3.333	2.410	0.790	0.041	29000.0	0.0000116
220.0	4	3	3.000	3.333	2.410	0.790	0.041	29000.0	0.0000116
200.0	4	3	3.000	3.333	2.410	0.790	0.041	29000.0	0.0000116
180.0	4	3	3.000	3.333	2.410	0.790	0.041	29000.0	0.0000116
160.0	4	3	3.000	3.333	2.410	0.790	0.041	29000.0	0.0000116
140.0	4	3	3.000	3.333	2.410	0.790	0.041	29000.0	0.0000116
120.0	4	3	3.000	3.333	2.410	0.790	0.041	29000.0	0.0000116
100.0	4	3	3.000	3.333	2.410	0.790	0.041	29000.0	0.0000116
80.0	4	3	3.000	3.333	2.410	0.790	0.041	29000.0	0.0000116
60.0	4	3	3.000	3.333	2.410	0.790	0.041	29000.0	0.0000116
40.0	4	3	3.000	3.333	2.410	0.790	0.041	29000.0	0.0000116
20.0	4	3	3.000	3.333	2.410	1.230	0.047	29000.0	0.0000116
6.7	4	3	2.236	3.333	2.410	1.230	0.045	29000.0	0.0000116

* If NO OF LEGS is 1 : that part of the mast is assumed to be Cylindrical
and : FACE WIDTH = outside diameter
PANEL HEIGHT = thickness
AREA OF DIAG = Poisson ratio

GUY GEOMETRY

ELEV FT	GUY AZI DEG	DIAMETER IN.	HEIGHT FT.	RADIUS FT.	MAST ATTACH RADIUS FT.	ATTACH AZI DEG	INITIAL TENSION KIP
286.7	240.0	0.625	282.7	210.0	2.	240.0	5.510
286.7	120.0	0.625	289.7	210.0	2.	120.0	5.510
286.7	0.0	0.625	294.7	210.0	2.	0.0	5.510
246.7	240.0	0.500	242.7	210.0	2.	240.0	2.690
246.7	120.0	0.500	249.7	210.0	2.	120.0	2.690
246.7	0.0	0.500	254.7	210.0	2.	0.0	2.690
206.7	240.0	0.438	202.7	210.0	2.	240.0	2.080
206.7	120.0	0.438	209.7	210.0	2.	120.0	2.080
206.7	0.0	0.438	214.7	210.0	2.	0.0	2.080
156.7	240.0	0.438	152.7	210.0	2.	240.0	2.080
156.7	120.0	0.438	159.7	210.0	2.	120.0	2.080
156.7	0.0	0.438	164.7	210.0	2.	0.0	2.080
106.7	240.0	0.375	102.7	210.0	2.	240.0	1.540
106.7	120.0	0.375	109.7	210.0	2.	120.0	1.540
106.7	0.0	0.375	114.7	210.0	2.	0.0	1.540
56.7	240.0	0.375	52.7	210.0	2.	240.0	2.310
56.7	120.0	0.375	59.7	210.0	2.	120.0	2.310
56.7	0.0	0.375	64.7	210.0	2.	0.0	2.310

GUY MATERIAL PROPERTIES

ELEV FT	GUY AZI DEG	BREAKING STRENGTH KIP	GUY WEIGHT LBS/FT	GUY AREA IN.SQ	ELASTIC MODULUS KIP/IN.SQ	THERMAL COEFF /DEG	UNSTRESS LENGTH FT
286.7	240.0	42.400	0.819	0.234	20000.0	0.0000120	350.719
286.7	120.0	42.400	0.819	0.234	20000.0	0.0000120	356.373
286.7	0.0	42.400	0.819	0.234	20000.0	0.0000120	360.437
246.7	240.0	26.900	0.525	0.150	20000.0	0.0000120	319.534
246.7	120.0	26.900	0.525	0.150	20000.0	0.0000120	324.873
246.7	0.0	26.900	0.525	0.150	20000.0	0.0000120	328.725
206.7	240.0	20.849	0.389	0.115	20992.0	0.0000120	290.385
206.7	120.0	20.849	0.389	0.115	20992.0	0.0000120	295.305
206.7	0.0	20.849	0.389	0.115	20992.0	0.0000120	298.872
156.7	240.0	20.849	0.389	0.115	20992.0	0.0000120	258.039
156.7	120.0	20.849	0.389	0.115	20992.0	0.0000120	262.236
156.7	0.0	20.849	0.389	0.115	20992.0	0.0000120	265.304
106.7	240.0	15.400	0.270	0.084	21000.0	0.0000120	232.022
106.7	120.0	15.400	0.270	0.084	21000.0	0.0000120	235.197
106.7	0.0	15.400	0.270	0.084	21000.0	0.0000120	237.567
56.7	240.0	15.400	0.270	0.084	21000.0	0.0000120	214.556
56.7	120.0	15.400	0.270	0.084	21000.0	0.0000120	216.378
56.7	0.0	15.400	0.270	0.084	21000.0	0.0000120	217.806

FACTORED LEG AND FACE SHEAR RESISTANCE

BOTTOM ELEV ft	TOP ELEV ft	LEG COMP kip	FACE SHEAR kip	LEG TENS kip
0.00	20.00	54.59	12.41	0.00
20.00	40.00	54.59	5.25	0.00

40.00	60.00	54.59	5.25	0.00
60.00	80.00	54.59	5.25	0.00
80.00	100.00	54.59	5.25	0.00
100.00	120.00	54.59	5.25	0.00
120.00	140.00	54.59	5.25	0.00
140.00	160.00	54.59	5.25	0.00
160.00	180.00	54.59	5.25	0.00
180.00	200.00	54.59	5.25	0.00
200.00	220.00	54.59	5.25	0.00
220.00	240.00	54.59	5.25	0.00
240.00	260.00	54.59	5.25	0.00
260.00	280.00	32.06	5.18	0.00
280.00	300.00	32.06	5.18	0.00

* 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	.FORCES (KIP & KIP/FT) N	E	DOWN	.MOMENTS(FT.K & FT.K/FT) N	E	TORSION	ANT-ORIENT AZI DEG	VERT DEG
C	300.0	-3.409	0.000	2.820	0.00	0.00	0.00	0.0	0.00
C	285.0	-1.516	0.000	2.652	0.00	0.00	0.00	0.0	0.00
C	270.0	-1.492	0.000	2.652	0.00	0.00	0.00	0.0	0.00
C	265.0	-1.485	0.000	2.652	0.00	0.00	0.00	0.0	0.00
D	300.0	-0.049	0.000	0.051	0.00	0.00	0.00		
D	286.7	-0.049	0.000	0.051	0.00	0.00	0.00		
D	286.7	-0.058	0.000	0.056	0.00	0.00	0.00		
D	283.3	-0.058	0.000	0.056	0.00	0.00	0.00		
D	283.3	-0.068	0.000	0.060	0.00	0.00	0.00		
D	273.3	-0.068	0.000	0.060	0.00	0.00	0.00		
D	273.3	-0.068	0.000	0.060	0.00	0.00	0.00		
D	270.0	-0.068	0.000	0.060	0.00	0.00	0.00		
D	270.0	-0.102	0.000	0.070	0.00	0.00	0.00		
D	266.7	-0.102	0.000	0.070	0.00	0.00	0.00		
D	266.7	-0.102	0.000	0.075	0.00	0.00	0.00		
D	263.3	-0.102	0.000	0.075	0.00	0.00	0.00		
D	263.3	-0.102	0.000	0.079	0.00	0.00	0.00		
D	260.0	-0.102	0.000	0.079	0.00	0.00	0.00		
D	260.0	-0.103	0.000	0.086	0.00	0.00	0.00		
D	240.0	-0.103	0.000	0.086	0.00	0.00	0.00		
D	240.0	-0.101	0.000	0.086	0.00	0.00	0.00		
D	220.0	-0.101	0.000	0.086	0.00	0.00	0.00		
D	220.0	-0.098	0.000	0.086	0.00	0.00	0.00		
D	200.0	-0.098	0.000	0.086	0.00	0.00	0.00		
D	200.0	-0.096	0.000	0.086	0.00	0.00	0.00		
D	180.0	-0.095	0.000	0.086	0.00	0.00	0.00		
D	180.0	-0.093	0.000	0.086	0.00	0.00	0.00		
D	160.0	-0.092	0.000	0.086	0.00	0.00	0.00		
D	160.0	-0.089	0.000	0.086	0.00	0.00	0.00		

D	140.0	-0.089	0.000	0.086	0.00	0.00	0.00
D	140.0	-0.086	0.000	0.086	0.00	0.00	0.00
D	120.0	-0.085	0.000	0.086	0.00	0.00	0.00
D	120.0	-0.082	0.000	0.086	0.00	0.00	0.00
D	100.0	-0.081	0.000	0.086	0.00	0.00	0.00
D	100.0	-0.077	0.000	0.086	0.00	0.00	0.00
D	80.0	-0.077	0.000	0.086	0.00	0.00	0.00
D	80.0	-0.072	0.000	0.086	0.00	0.00	0.00
D	60.0	-0.071	0.000	0.086	0.00	0.00	0.00
D	60.0	-0.066	0.000	0.086	0.00	0.00	0.00
D	40.0	-0.065	0.000	0.086	0.00	0.00	0.00
D	40.0	-0.058	0.000	0.086	0.00	0.00	0.00
D	23.3	-0.058	0.000	0.086	0.00	0.00	0.00
D	23.3	-0.058	0.000	0.086	0.00	0.00	0.00
D	20.0	-0.058	0.000	0.086	0.00	0.00	0.00
D	20.0	-0.058	0.000	0.092	0.00	0.00	0.00
D	10.0	-0.058	0.000	0.092	0.00	0.00	0.00
D	10.0	-0.058	0.000	0.092	0.00	0.00	0.00
D	3.3	-0.058	0.000	0.091	0.00	0.00	0.00
D	3.3	-0.056	0.000	0.088	0.00	0.00	0.00
D	0.0	-0.056	0.000	0.088	0.00	0.00	0.00

GUY LOADING
==========

.. WIND LOADING ... AZI	SPEED	REF PRESS	TEMP CHANGE	.ICE LOAD.. RAD	DENS	CONV TOL	PROFILES. CAB	WIND	.LOAD FACTORS. WIND	DEAD	ICE
DEG	MPH	PSF	DEG	IN	PCF						
0.0	70.0	0.00	0.00	0.00	56.	0.0100	2	1	1.00	1.00	1.00

CABLE PROFILE: 1 - CATENARY 2 - PARABOLIC

WIND PROFILE: 1 - EIA 222 F 2 - Kz = 1 ; Gh = 1
3 - EIA 222 C 4 - Special Factors
5 - Site Specific Wind Formula

LOADING CONDITION M ==========

60.62 MPH + 0.5 ICE WIND AZ 0 DEGREES

MAST LOADING
==========

LOAD TYPE	ELEV FT	.FORCES (KIP & KIP/FT) N	E	DOWN	.MOMENTS(FT.K & FT.K/FT) N	E	TORSION	ANT-ORIENT AZI DEG	VERT DEG
C	300.0	-2.961	0.000	3.600	0.00	0.00	0.00	0.0	0.00
C	285.0	-1.364	0.000	3.288	0.00	0.00	0.00	0.0	0.00
C	270.0	-1.343	0.000	3.288	0.00	0.00	0.00	0.0	0.00
C	265.0	-1.336	0.000	3.288	0.00	0.00	0.00	0.0	0.00
D	300.0	-0.051	0.000	0.083	0.00	0.00	0.00		
D	286.7	-0.051	0.000	0.083	0.00	0.00	0.00		
D	286.7	-0.064	0.000	0.094	0.00	0.00	0.00		
D	283.3	-0.064	0.000	0.094	0.00	0.00	0.00		

D	283.3	-0.076	0.000	0.106	0.00	0.00	0.00
D	273.3	-0.076	0.000	0.106	0.00	0.00	0.00
D	273.3	-0.076	0.000	0.106	0.00	0.00	0.00
D	270.0	-0.076	0.000	0.106	0.00	0.00	0.00
D	270.0	-0.110	0.000	0.129	0.00	0.00	0.00
D	266.7	-0.110	0.000	0.129	0.00	0.00	0.00
D	266.7	-0.110	0.000	0.140	0.00	0.00	0.00
D	263.3	-0.110	0.000	0.140	0.00	0.00	0.00
D	263.3	-0.110	0.000	0.152	0.00	0.00	0.00
D	260.0	-0.110	0.000	0.152	0.00	0.00	0.00
D	260.0	-0.110	0.000	0.159	0.00	0.00	0.00
D	240.0	-0.110	0.000	0.159	0.00	0.00	0.00
D	240.0	-0.108	0.000	0.159	0.00	0.00	0.00
D	220.0	-0.107	0.000	0.159	0.00	0.00	0.00
D	220.0	-0.105	0.000	0.159	0.00	0.00	0.00
D	200.0	-0.104	0.000	0.159	0.00	0.00	0.00
D	200.0	-0.102	0.000	0.159	0.00	0.00	0.00
D	180.0	-0.101	0.000	0.159	0.00	0.00	0.00
D	180.0	-0.099	0.000	0.159	0.00	0.00	0.00
D	160.0	-0.098	0.000	0.159	0.00	0.00	0.00
D	160.0	-0.095	0.000	0.159	0.00	0.00	0.00
D	140.0	-0.095	0.000	0.159	0.00	0.00	0.00
D	140.0	-0.091	0.000	0.159	0.00	0.00	0.00
D	120.0	-0.091	0.000	0.159	0.00	0.00	0.00
D	120.0	-0.087	0.000	0.159	0.00	0.00	0.00
D	100.0	-0.086	0.000	0.159	0.00	0.00	0.00
D	100.0	-0.083	0.000	0.159	0.00	0.00	0.00
D	80.0	-0.082	0.000	0.159	0.00	0.00	0.00
D	80.0	-0.077	0.000	0.159	0.00	0.00	0.00
D	60.0	-0.076	0.000	0.159	0.00	0.00	0.00
D	60.0	-0.070	0.000	0.159	0.00	0.00	0.00
D	40.0	-0.069	0.000	0.159	0.00	0.00	0.00
D	40.0	-0.062	0.000	0.159	0.00	0.00	0.00
D	23.3	-0.062	0.000	0.159	0.00	0.00	0.00
D	23.3	-0.062	0.000	0.159	0.00	0.00	0.00
D	20.0	-0.062	0.000	0.159	0.00	0.00	0.00
D	20.0	-0.062	0.000	0.166	0.00	0.00	0.00
D	10.0	-0.062	0.000	0.166	0.00	0.00	0.00
D	10.0	-0.062	0.000	0.166	0.00	0.00	0.00
D	3.3	-0.061	0.000	0.165	0.00	0.00	0.00
D	3.3	-0.059	0.000	0.160	0.00	0.00	0.00
D	0.0	-0.059	0.000	0.160	0.00	0.00	0.00

GUY LOADING

.. WIND LOADING ... AZI	SPEED	REF PRESS	TEMP CHANGE	.ICE LOAD.. RAD	DENS	CONV TOL	PROFILES. CAB	WIND	.LOAD FACTORS. WIND	DEAD	ICE
DEG	MPH	PSF	DEG	IN	PCF						
0.0	60.6	0.00	-10.00	0.50	56.	0.0100	2	1	1.00	1.00	1.00

CABLE PROFILE: 1 - CATENARY 2 - PARABOLIC

WIND PROFILE: 1 - EIA 222 F 2 - Kz = 1 ; Gh = 1
3 - EIA 222 C 4 - Special Factors
5 - Site Specific Wind Formula

MAXIMUM LEG LOADS AND FACE SHEARS (KIP - stress in KSI)

MAST ELEV FT	MAX LEG LOADS AXIAL	BENDING TENS	BENDING COMP	TOTAL TENS	TOTAL COMP	MAX FACE SHEARS TORSN	BEAM	TOTAL
300.00								
	1.2M	0.0B	0.0F	0.0A	1.2R	0.0A	-2.3B	2.3B
	1.4M	9.1E	9.2C	8.1E	10.2C	0.0V	-2.5B	2.5B
293.35								
	1.4M	9.1E	9.2C	8.1E	10.2C	0.0V	-2.5B	2.5B
	1.6M	19.1E	19.2C	17.9E	20.4C	0.0V	2.7D	2.7D
286.70								
	11.4O	10.7I	10.6G	3.0I	20.9G	0.0V	-2.9T	3.0T
	12.7O	2.9I	3.0G	0.0A	14.2G	0.0V	-1.7T	1.7T
280.00								
	12.7O	2.9I	3.0G	0.0A	14.2G	0.0V	-1.7T	1.7T
	13.0O	6.2O	6.1M	0.0A	17.6X	0.0V	-1.4T	1.4T
273.33								
	13.0O	6.2O	6.1M	0.0A	17.6X	0.0V	-1.4T	1.4T
	14.3O	8.7S	8.8M	0.0A	21.3X	0.0V	-0.1C	0.1C
266.70								
	14.3O	8.7S	8.8M	0.0A	21.3X	0.0V	-0.1C	0.1C
	15.8O	5.0S	5.4M	0.0A	19.7X	0.0V	-1.6B	1.6L
260.00								
	15.8O	5.0S	5.4M	0.0A	19.7X	0.0V	-1.6B	1.6L
	16.5O	13.9E	15.6C	2.6E	29.5C	0.0V	-2.5B	2.5L
246.70								
	22.2O	9.4I	10.9G	0.0A	29.7C	0.0V	1.2V	1.2V
	22.6O	6.2J	7.6G	0.0A	26.7C	0.0V	0.7V	0.7V
240.00								
	22.6O	6.2J	7.6G	0.0A	26.7C	0.0V	0.7V	0.7V
	23.3O	4.7D	6.4G	0.0A	25.9C	0.0V	0.3W	0.3W
226.70								
	23.3O	4.7D	6.4G	0.0A	25.9C	0.0V	0.3W	0.3W
	23.6O	6.2B	8.4G	0.0A	28.0C	0.0V	-0.8N	0.8X
220.00								
	23.6O	6.2B	8.4G	0.0A	28.0C	0.0V	-0.8N	0.8X
	24.3O	14.2A	17.3G	0.0A	37.7O	0.0V	-1.8N	1.8X
206.70								
	28.5O	11.0E	14.0G	0.0A	37.9O	0.1V	1.5J	1.6J
	28.9O	6.5B	9.2G	0.0A	33.5S	0.1V	1.1J	1.1J
200.00								
	28.9O	6.5B	9.2G	0.0A	33.5S	0.1V	1.1J	1.1J
	29.8O	2.3B	4.3G	0.0A	30.9S	0.1V	0.3X	0.3W
181.70								
	29.8O	2.3B	4.3G	0.0A	30.9S	0.1V	0.3X	0.3W

	31.2O	15.2M	18.1S	0.0A	49.2S	0.1V	2.0X	2.0X
156.70								
	34.6O	12.1U	14.9S	0.0A	49.2S	-0.1P	1.8V	1.9V
	35.5O	1.1K	2.1G	0.0A	36.8S	-0.1P	0.7V	0.8V
140.00								
	35.5O	1.1K	2.1G	0.0A	36.8S	-0.1P	0.7V	0.8V
	35.9O	2.0O	2.4Q	0.0A	37.0O	-0.1P	0.3W	0.3V
131.70								
	35.9O	2.0O	2.4Q	0.0A	37.0O	-0.1P	0.3W	0.3V
	36.5O	1.4O	1.5U	0.0A	37.3O	-0.1P	0.6X	0.5X
120.00								
	36.5O	1.4O	1.5U	0.0A	37.3O	-0.1P	0.6X	0.5X
	37.1O	3.2X	3.9R	0.0A	40.4S	-0.1P	1.1X	1.1X
110.28								
	37.1O	3.2X	3.9R	0.0A	40.4S	-0.1P	1.1X	1.1X
	37.2O	5.5M	6.2R	0.0A	43.0S	-0.1P	1.4X	1.3X
106.70								
	39.2O	3.9A	4.8R	0.0A	43.2S	-0.1P	-1.5T	1.6V
	39.5O	2.0O	1.6U	0.0A	40.6O	-0.1P	-1.1T	1.2V
100.00								
	39.5O	2.0O	1.6U	0.0A	40.6O	-0.1P	-1.1T	1.2V
	40.5O	9.1O	8.3U	0.0A	45.9N	-0.1P	-0.1S	0.2V
81.70								
	40.5O	9.1O	8.3U	0.0A	45.9N	-0.1P	-0.1S	0.2V
	41.7O	2.3V	2.2B	0.0A	42.8O	-0.1P	1.1X	1.0X
60.13								
	41.7O	2.3V	2.2B	0.0A	42.8O	-0.1P	1.1X	1.0X
	41.8O	2.3J	4.2B	0.0A	43.2X	-0.1P	1.3X	1.2X
56.70								
	43.0O	2.2R	3.5F	0.0A	43.5X	-0.2P	1.3R	1.5V
	43.9O	10.6O	9.6U	0.0A	50.7N	-0.2P	0.5R	0.7V
40.00								
	43.9O	10.6O	9.6U	0.0A	50.7N	-0.2P	0.5R	0.7V
	44.5O	12.5O	11.3U	0.0A	53.0N	-0.2P	-0.1B	0.2V
28.35								
	44.5O	12.5O	11.3U	0.0A	53.0N	-0.2P	-0.1B	0.2V
	44.8O	12.0O	10.9U	0.0A	52.9N	-0.2P	-0.2O	0.3V
23.33								
	44.8O	12.0O	10.9U	0.0A	52.9N	-0.2P	-0.2O	0.3V
	45.0O	11.3O	10.3U	0.0A	52.5N	-0.2P	-0.3O	0.4V
20.00								
	45.0O	11.3O	10.3U	0.0A	52.5N	-0.2P	-0.3O	0.4V
	45.7O	5.0O	4.6U	0.0A	48.2O	-0.2P	-0.9V	0.9W
6.67								
	45.7O	6.7O	6.1U	0.0A	49.6N	-0.2P	0.9P	0.9W
	45.9O	3.6O	3.3U	0.0A	47.7O	-0.2P	1.0P	1.0W
3.33								
	45.9O	3.6O	3.3U	0.0A	47.7O	-0.2P	1.0P	1.0W

	46.1o	0.0w	0.0o	0.0a	46.1o	-0.2p	1.2p	1.1w
0.00								

CAPACITY RATIO TABLE

MAST ELEV FT	LEG LOAD MAX COMP	LEG LOAD COMP CAP	LEG LOAD COMP/ CAP RATIO	FACE SHEAR MAX FACE SHEAR	FACE SHEAR FACE SHEAR CAP	FACE SHEAR COMP/ CAP RATIO
300.00						
	1.20	32.06	0.04	2.27	5.18	0.44
	10.23	32.06	0.32	2.49	5.18	0.48
293.35						
	10.23	32.06	0.32	2.49	5.18	0.48
	20.40	32.06	0.64	2.71	5.18	0.52
286.70						
	20.88	32.06	0.65	2.96	5.18	0.57
	14.25	32.06	0.44	1.73	5.18	0.33
280.00						
	14.25	32.06	0.44	1.73	5.18	0.33
	17.63	32.06	0.55	1.38	5.18	0.27
273.33						
	17.63	32.06	0.55	1.38	5.18	0.27
	21.33	32.06	0.67	0.13	5.18	0.02
266.70						
	21.33	32.06	0.67	0.13	5.18	0.02
	19.71	32.06	0.61	1.55	5.18	0.30
260.00						
	19.71	54.59	0.36	1.55	5.25	0.30
	29.52	54.59	0.54	2.47	5.25	0.47
246.70						
	29.73	54.59	0.54	1.25	5.25	0.24
	26.70	54.59	0.49	0.74	5.25	0.14
240.00						
	26.70	54.59	0.49	0.74	5.25	0.14
	25.85	54.59	0.47	0.33	5.25	0.06
226.70						
	25.85	54.59	0.47	0.33	5.25	0.06
	28.03	54.59	0.51	0.78	5.25	0.15
220.00						
	28.03	54.59	0.51	0.78	5.25	0.15
	37.68	54.59	0.69	1.75	5.25	0.33
206.70						
	37.92	54.59	0.69	1.55	5.25	0.30
	33.46	54.59	0.61	1.11	5.25	0.21
200.00						
	33.46	54.59	0.61	1.11	5.25	0.21
	30.90	54.59	0.57	0.28	5.25	0.05
181.70						
	30.90	54.59	0.57	0.28	5.25	0.05
	32.14	54.59	0.59	0.40	5.25	0.08
180.00						
	32.14	54.59	0.59	0.40	5.25	0.08
	46.74	54.59	0.86	1.75	5.25	0.33
160.00						
	46.74	54.59	0.86	1.75	5.25	0.33
	49.15	54.59	0.90	1.98	5.25	0.38

156.70						
	49.21	54.59	0.90	1.93	5.25	0.37
	36.77	54.59	0.67	0.83	5.25	0.16
140.00						
	36.77	54.59	0.67	0.83	5.25	0.16
	37.03	54.59	0.68	0.30	5.25	0.06
131.70						
	37.03	54.59	0.68	0.30	5.25	0.06
	37.35	54.59	0.68	0.48	5.25	0.09
120.00						
	37.35	54.59	0.68	0.48	5.25	0.09
	40.44	54.59	0.74	1.07	5.25	0.20
110.28						
	40.44	54.59	0.74	1.07	5.25	0.20
	43.05	54.59	0.79	1.29	5.25	0.25
106.70						
	43.22	54.59	0.79	1.65	5.25	0.31
	40.57	54.59	0.74	1.24	5.25	0.24
100.00						
	40.57	54.59	0.74	1.24	5.25	0.24
	45.91	54.59	0.84	0.20	5.25	0.04
81.70						
	45.91	54.59	0.84	0.20	5.25	0.04
	45.66	54.59	0.84	0.26	5.25	0.05
80.00						
	45.66	54.59	0.84	0.26	5.25	0.05
	42.77	54.59	0.78	0.99	5.25	0.19
60.13						
	42.77	54.59	0.78	0.99	5.25	0.19
	42.78	54.59	0.78	1.00	5.25	0.19
60.00						
	42.78	54.59	0.78	1.00	5.25	0.19
	43.24	54.59	0.79	1.16	5.25	0.22
56.70						
	43.54	54.59	0.80	1.49	5.25	0.28
	50.73	54.59	0.93	0.69	5.25	0.13
40.00						
	50.73	54.59	0.93	0.69	5.25	0.13
	53.01	54.59	0.97	0.20	5.25	0.04
28.35						
	53.01	54.59	0.97	0.20	5.25	0.04
	52.93	54.59	0.97	0.31	5.25	0.06
23.33						
	52.93	54.59	0.97	0.31	5.25	0.06
	52.52	54.59	0.96	0.38	5.25	0.07
20.00						
	52.52	54.59	0.96	0.38	12.41	0.03
	48.21	54.59	0.88	0.86	12.41	0.07
6.67						
	49.56	54.59	0.91	0.87	12.41	0.07
	47.66	54.59	0.87	1.00	12.41	0.08
3.33						
	47.66	54.59	0.87	1.00	12.41	0.08
	46.06	54.59	0.84	1.12	12.41	0.09
0.00						

MAXIMUM MAST DEFORMATION CALCULATED

MAST	.....DEFLECTIONS (FT).....			.....ROTATIONS (DEG).....	
ELEV	..... HORIZONTAL		DOWN	..... TILT	TWIST

FT	NORTH	EAST	TOTAL		NORTH	EAST	TOTAL	
300.0	3.21S	-2.79O	3.25O	0.13O	0.97G	-0.83C	0.97C	-0.21V
293.4	3.12S	-2.72O	3.17O	0.12O	0.95G	-0.81C	0.95C	-0.21V
286.7	3.04S	-2.65O	3.09O	0.12O	0.89G	-0.76C	0.89C	-0.21V
280.0	2.96S	-2.58O	3.01O	0.12O	0.86G	-0.74C	0.86C	-0.21V
273.3	2.88S	-2.51O	2.93O	0.12O	0.86G	-0.74C	0.86C	-0.21V
266.7	2.80S	-2.45O	2.85O	0.12O	0.88G	-0.75C	0.88C	-0.21V
260.0	2.72S	-2.37O	2.77O	0.12O	0.89G	-0.76C	0.89C	0.21P
246.7	2.55S	-2.23O	2.60O	0.11O	0.83G	-0.72C	0.84C	0.21P
240.0	2.46S	-2.16O	2.52O	0.11O	0.81G	-0.69C	0.81C	0.21P
226.7	2.30S	-2.02O	2.36O	0.11O	0.76G	-0.66C	0.77C	0.20P
220.0	2.22S	-1.95O	2.27O	0.10O	0.74G	-0.64C	0.75C	0.20P
206.7	2.06S	-1.81O	2.12O	0.10O	0.66G	-0.57C	0.67C	0.20P
200.0	1.98S	-1.75O	2.04O	0.10O	0.63S	-0.54C	0.63S	0.19P
181.7	1.79S	-1.58O	1.85O	0.09O	0.62S	-0.52O	0.62S	0.18P
156.7	1.53S	-1.37O	1.59O	0.08O	0.52S	-0.45P	0.52O	0.17P
140.0	1.39S	-1.24O	1.45O	0.07O	0.46S	-0.41P	0.47O	0.15P
131.7	1.32S	-1.19O	1.38O	0.07O	0.46S	-0.41P	0.47O	0.15P
120.0	1.23S	-1.10O	1.29O	0.06O	0.47S	-0.42P	0.49O	0.14P
110.3	1.15S	-1.03O	1.20O	0.06O	0.47S	-0.42P	0.48O	0.13P
106.7	1.12S	-1.01O	1.17O	0.06O	0.46S	-0.41P	0.48O	0.13P
100.0	1.07S	-0.96O	1.12O	0.05O	0.45S	-0.40O	0.47O	0.12P
81.7	0.92S	-0.82O	0.96O	0.04O	0.50S	-0.45O	0.53O	0.10P
60.1	0.71S	-0.64O	0.75O	0.03O	0.57S	-0.51O	0.60O	0.08P
56.7	0.68S	-0.61O	0.71O	0.03O	0.57S	-0.51O	0.60O	0.07P
40.0	0.51S	-0.45O	0.53O	0.02O	0.62S	-0.56O	0.65O	0.05P
28.4	0.37S	-0.34O	0.39O	0.02O	0.69S	-0.62O	0.72O	0.04P
23.3	0.31S	-0.28O	0.33O	0.01O	0.71S	-0.64O	0.75O	0.03P
20.0	0.27S	-0.24O	0.28O	0.01O	0.73S	-0.66O	0.77O	0.03P
6.7	0.09S	-0.08O	0.10O	0.00O	0.79S	-0.71O	0.82O	0.01P
3.3	0.05S	-0.04O	0.05O	0.00O	0.80S	-0.71O	0.83O	0.01P
0.0	0.00A	0.00A	0.00A	0.00A	0.80S	-0.72O	0.83O	0.00A

MAXIMUM ANTENNA ROTATIONS

ELEV FT	ORIENTATION AZI DEG	ORIENTATION ELEV DEG	BEAM DEFLECTIONS (DEG) ROLL	YAW	PITCH	TOTAL
300.0	0.0	0.0	0.831 C	0.215 P	-0.966 G	0.966 G
285.0	0.0	0.0	0.756 C	0.215 P	-0.879 G	0.879 G
270.0	0.0	0.0	0.745 C	0.213 P	-0.867 G	0.867 G
265.0	0.0	0.0	0.756 C	0.212 P	-0.879 G	0.879 G

MAXIMUM INTERNAL MAST FORCES

MAST ELEV FT	TOTAL AXIAL KIP	SHEAR N - S KIP	SHEAR E - W KIP	MOMENT N - S FT-KIP	MOMENT E - W FT-KIP	TORSION FT-KIP
300.0	3.60 M	3.41 G	-3.41 D	0.00 A	0.00 E	0.00 A
	4.15 M	3.76 G	-3.74 D	-23.83 G	23.77 D	0.00 V
293.4	4.15 M	3.76 G	-3.74 D	-23.83 G	23.77 D	0.00 V
	4.70 M	4.11 G	-4.07 D	-49.98 G	49.73 D	0.00 V
	*	+	+	&	&	@
286.7	29.58 O	-9.08 G	-8.86 J	-23.28 M	-22.89 P	-0.04 V
	34.28 O	-4.49 S	-4.42 V	-27.57 G	-27.94 J	-0.04 V
	38.24 O	-2.59 S	-2.57 V	-7.70 G	-7.99 J	-0.04 V
280.0	38.24 O	-2.59 S	-2.57 V	-7.70 G	-7.99 J	-0.04 V
	38.95 O	2.02 M	-2.04 V	15.90 S	-15.54 P	-0.04 V
273.3	38.95 O	2.02 M	-2.04 V	15.90 S	-15.54 P	-0.04 V
	43.01 O	0.20 G	-0.18 C	-22.83 M	-22.55 P	-0.04 V
266.7	43.01 O	0.20 G	-0.18 C	-22.83 M	-22.55 P	-0.04 V
	47.28 O	2.39 G	-2.34 D	-14.00 M	-13.44 P	-0.04 V
260.0	47.28 O	2.39 G	-2.34 D	-14.00 M	-13.44 P	-0.04 V
	49.39 O	3.81 G	-3.72 D	-40.26 G	38.66 D	-0.04 V
	*	+	+	&	&	@
246.7	17.20 O	-5.73 S	5.54 P	13.32 S	-13.25 P	0.06 P
	66.59 O	-1.77 S	-1.82 V	-28.26 G	-26.83 J	-0.10 V
	67.66 O	1.00 A	-1.05 V	-19.86 G	-18.09 J	-0.10 V
240.0	67.66 O	1.00 A	-1.05 V	-19.86 G	-18.09 J	-0.10 V

226.7	69.77 O	0.54 S	-0.46 O	-16.64 G	14.41 C	-0.10 V
	69.77 O	0.54 S	-0.46 O	-16.64 G	14.41 C	-0.10 V
220.0	70.84 O	1.31 S	-1.20 P	-21.77 G	18.82 C	-0.10 V
	70.84 O	1.31 S	-1.20 P	-21.77 G	18.82 C	-0.10 V
	72.95 O	2.79 S	-2.66 P	-44.90 G	40.74 D	-0.10 V
	*	+	+	&	&	@
206.7	12.59 O	-5.15 S	4.97 P	9.93 S	-9.87 P	0.07 P
	85.54 O	-2.30 G	-2.27 J	-36.44 G	32.36 D	-0.16 V
200.0	86.61 O	-1.63 G	-1.61 J	-23.87 G	20.31 C	-0.16 V
	86.61 O	-1.63 G	-1.61 J	-23.87 G	20.31 C	-0.16 V
181.7	89.51 O	-0.47 M	-0.45 P	-11.18 G	-8.99 K	-0.16 V
	89.51 O	-0.47 M	-0.45 P	-11.18 G	-8.99 K	-0.16 V
	93.49 O	3.10 S	-3.01 P	-47.08 S	40.66 P	-0.16 V
	*	+	+	&	&	@
156.7	10.32 O	-5.97 S	5.73 P	-8.47 M	-8.32 P	0.08 P
	103.80 O	-2.94 S	-2.75 V	-38.66 S	-32.71 V	0.24 P
140.0	106.46 O	-1.25 S	-1.10 V	-5.39 G	-3.73 K	0.24 P
	106.46 O	-1.25 S	-1.10 V	-5.39 G	-3.73 K	0.24 P
131.7	107.78 O	-0.44 S	-0.39 W	-5.97 M	-5.61 Q	0.24 P
	107.78 O	-0.44 S	-0.39 W	-5.97 M	-5.61 Q	0.24 P
120.0	109.64 O	-0.75 M	-0.82 P	-3.46 M	3.59 U	0.24 P
	109.64 O	-0.75 M	-0.82 P	-3.46 M	3.59 U	0.24 P
110.3	111.18 O	1.60 S	-1.70 P	-10.26 R	9.96 P	0.24 P
	111.18 O	1.60 S	-1.70 P	-10.26 R	9.96 P	0.24 P
	111.75 O	1.94 S	-2.03 P	-16.09 R	16.61 P	0.24 P
	*	+	+	&	&	@
106.7	5.82 O	-4.50 S	4.44 P	-4.54 M	-4.43 P	0.09 P
	117.57 O	-2.39 S	-2.28 V	-12.40 R	-12.30 V	0.33 P
100.0	118.63 O	-1.77 S	-1.68 V	-3.76 M	-4.48 O	0.33 P
	118.63 O	-1.77 S	-1.68 V	-3.76 M	-4.48 O	0.33 P
81.7	121.54 O	-0.17 S	-0.13 W	22.33 S	-20.54 O	0.33 P
	121.54 O	-0.17 S	-0.13 W	22.33 S	-20.54 O	0.33 P
	124.97 O	1.60 S	-1.63 P	5.85 V	6.46 B	0.33 P

60.1						
	124.97 O	1.60 S	-1.63 P	5.85 V	6.46 B	0.33 P
	125.51 O	1.86 S	-1.88 P	-10.70 F	9.57 B	0.33 P
	*	+	+	&	&	@
56.7	3.54 O	-4.35 S	4.29 P	-2.45 M	-2.31 P	0.09 P
	129.05 O	-1.97 S	-2.00 V	-9.06 F	8.51 B	0.42 P
	131.70 O	-0.77 G	-0.79 V	27.05 S	-23.88 O	0.42 P
40.0						
	131.70 O	-0.77 G	-0.79 V	27.05 S	-23.88 O	0.42 P
	133.56 O	-0.14 F	0.14 B	31.99 S	-28.70 P	0.42 P
28.4						
	133.56 O	-0.14 F	0.14 B	31.99 S	-28.70 P	0.42 P
	134.35 O	0.37 S	-0.33 O	30.81 S	-27.94 P	0.42 P
23.3						
	134.35 O	0.37 S	-0.33 O	30.81 S	-27.94 P	0.42 P
	134.88 O	0.59 S	-0.52 O	28.93 S	-26.38 P	0.42 P
20.0						
	134.88 O	0.59 S	-0.52 O	28.93 S	-26.38 P	0.42 P
	137.09 O	1.46 S	1.36 V	12.91 S	-11.95 P	0.42 P
6.7						
	137.09 O	1.46 S	-1.36 P	12.91 S	-11.95 P	0.42 P
	137.64 O	1.68 S	-1.57 P	6.84 S	-6.35 P	0.42 P
3.3						
	137.64 O	1.68 S	-1.57 P	6.84 S	-6.35 P	0.42 P
	138.18 O	1.89 S	-1.78 P	0.00 X	0.00 W	0.42 P
base reaction	138.18 O	1.07 A	-0.96 I	0.00 S	0.00 W	-0.42 P

* VERTICAL GUY LOAD
\+ HORIZONTAL REACTION
& GUY ECCENTRIC MOMENT
@ TORSIONAL RESISTANCE

MAXIMUM GUY FORCES AT MAST

GUY LEVEL FT	GUY AZI	.....COMPONENTS AT MAST..... N KIP	E KIP	DOWN KIP	TOTAL KIP	FACTOR OF SAFETY	...GUY ANGLES... VERT	HORIZ
286.7	0.0	11.6X	0.4V	17.0X	20.6X	2.1X	-55.8M	-9.3R
	120.0	-5.8P	10.1R	16.8R	20.4R	2.1R	-55.3Q	9.5X
	240.0	-5.9V	-10.2T	16.4T	20.1T	2.1T	-54.7U	-9.6N
246.7	0.0	7.8X	0.3V	10.0X	12.7X	2.1X	-52.0M	-9.4R
	120.0	-4.0P	6.8R	9.8R	12.6R	2.1R	-51.5Q	9.6X
	240.0	-4.0V	-6.8T	9.5T	12.4T	2.2T	-50.7U	-9.7N

206.7	0.0	6.9X	0.3V	7.4X	10.1X	2.1X	-47.1M	-9.3R
	120.0	-3.5P	6.0R	7.3R	10.0R	2.1R	-46.5Q	9.5X
	240.0	-3.5V	-6.0T	7.0T	9.8T	2.1T	-45.5U	-9.7N
156.7	0.0	7.5X	0.2V	6.2X	9.8X	2.1X	-39.4W	-8.9R
	120.0	-3.8P	6.6R	6.0R	9.6R	2.2R	-39.6W	9.0X
	240.0	-3.8V	-6.6T	5.7T	9.5T	2.2T	-40.4O	-9.1N
106.7	0.0	5.9M	0.2V	3.4M	6.9M	2.2M	-35.6S	-7.1R
	120.0	-3.0P	5.2Q	3.3Q	6.8Q	2.3Q	-34.8W	7.1X
	240.0	-3.0U	-5.2U	3.1U	6.7U	2.3U	-33.8O	-7.0N
56.7	0.0	6.1M	0.1V	2.0M	6.4M	2.4M	-23.2S	-3.5Q
	120.0	-3.0Q	5.3Q	1.8Q	6.3Q	2.4Q	-22.1W	3.5M
	240.0	-3.0U	-5.3U	1.6U	6.3U	2.4U	-20.5O	-3.4M

MAXIMUM GUY FORCES AT ANCHOR

GUY LEVEL FT	GUY AZI	.....COMPONENTS AT ANCHOR..... RAD KIP	LAT KIP	VERT KIP	TOTAL KIP	FACTOR OF SAFETY
286.7	0.0	12.1X	-0.5V	16.1X	20.1X	2.1X
	120.0	12.1R	-0.4N	15.9R	20.0R	2.1R
	240.0	12.1T	0.4X	15.6T	19.7T	2.1T
246.7	0.0	8.1X	-0.4V	9.3X	12.4X	2.2X
	120.0	8.2R	-0.4N	9.2R	12.3R	2.2R
	240.0	8.2T	0.4X	8.9T	12.1T	2.2T
206.7	0.0	7.1X	-0.3V	6.9X	9.9X	2.1X
	120.0	7.1R	-0.3N	6.8R	9.8R	2.1R
	240.0	7.1T	0.3X	6.5T	9.7T	2.2T
156.7	0.0	7.7X	0.3P	5.8X	9.6X	2.2X
	120.0	7.7R	-0.2N	5.6R	9.5R	2.2R
	240.0	7.7T	0.2X	5.4T	9.4T	2.2T
106.7	0.0	6.0M	0.2P	3.1M	6.8M	2.3M
	120.0	6.0Q	-0.2N	3.0Q	6.7Q	2.3Q
	240.0	6.0U	0.2X	2.8U	6.7U	2.3U
56.7	0.0	6.1M	0.2P	1.8M	6.3M	2.4M
	120.0	6.1Q	-0.2N	1.6Q	6.3Q	2.4Q
	240.0	6.1U	0.1X	1.4U	6.3U	2.5U

MAXIMUM ANCHOR LOADS

AZI DEG	RADIUS FT	GUY TO ELEV FT	....ANCHOR LOADS..... HORIZ KIP	VERT KIP	LATER-AL KIP	AXIAL KIP	.....SHAFT FORCES..... ...LATERAL... VERT PLANE KIP	HORIZ PLANE KIP	ANGLE DEG

0.0	210.0	286.7	12.1X	16.1X	-0.5V	19.8X	3.7X	-0.5V	
		246.7	8.1X	9.3X	-0.4V	12.3X	1.4X	-0.4V	
		206.7	7.1X	6.9X	-0.3V	9.9X	0.3M	-0.3V	
		156.7	7.7X	5.8X	0.3P	9.6X	-0.9X	0.3P	
		106.7	6.0M	3.1M	0.2P	6.5M	-1.7X	0.2P	
		56.7	6.1M	1.8M	0.2P	5.7M	-2.8M	0.2P	
			46.9X	43.0X	-1.7V	63.7X	0.0B	-1.7V	42.5X
120.0	210.0	286.7	12.1R	15.9R	-0.4N	19.7R	3.8R	-0.4N	
		246.7	8.2R	9.2R	-0.4N	12.2R	1.4Q	-0.4N	
		206.7	7.1R	6.8R	-0.3N	9.8R	0.3Q	-0.3N	
		156.7	7.7R	5.6R	-0.2N	9.5R	-0.9R	-0.2N	
		106.7	6.0Q	3.0Q	-0.2N	6.5Q	-1.8R	-0.2N	
		56.7	6.1Q	1.6Q	-0.2N	5.6Q	-2.8Q	-0.2N	
			47.0R	42.1R	-1.7N	63.1R	0.0C	-1.7N	41.8R
240.0	210.0	286.7	12.1T	15.6T	0.4X	19.4T	3.9T	0.4X	
		246.7	8.2T	8.9T	0.4X	12.0T	1.4U	0.4X	
		206.7	7.1T	6.5T	0.3X	9.7T	0.3U	0.3X	
		156.7	7.7T	5.4T	0.2X	9.3T	-1.0T	0.2X	
		106.7	6.0U	2.8U	0.2X	6.4U	-1.8T	0.2X	
		56.7	6.1U	1.4U	0.1X	5.6U	-2.9U	0.1X	
			47.0U	40.6T	1.7X	62.1T	0.0U	1.7X	40.8T

GUYED TOWER SPREAD FOOTING DESIGN BY SABRE COMMUNICATIONS CORP.
300' 3600 MEDLEY'S PROJECT MANAGEMENT INC Camargo, KY (07-08056) 8-8-06 rebeacom

Axial Load (kips)	138.18		
Shear (kips)	1.07		
Allowable Bearing Pressure (ksf)	3	Maximum Soil Bearing Pressure (ksf)	2.98
Diameter of Pier (ft)	2.5	Equivalent Square b (ft)	2.22
Ht. of Pier Above Ground (ft)	0.5		
Depth to Bottom of Slab (ft)	3		
Ht. of Pier Below Ground (ft)	1.5		
Width of Pad (ft)	7		
Thickness of Pad (ft)	1.5		
Quantity of Bars in Pad	8		
Bar Diameter in Pad (in)	0.875		
Area of Bars in Pad (in^2)	4.81		
Spacing of Bars in Pad (in)	11.02	Recommended Spacing (in)	6 to 12
Quantity of Bars Pier	6		
Bar Diameter in Pier (in)	0.875		
Area of Bars in Pier (in^2)	3.61	Minimum Pier Area of Steel (in^2)	3.53
Spacing of Bars in Pier (in)	11.72	Recommended Spacing (in)	6 to 12
f'c (ksi)	3		
fy (ksi)	60		
Unit Wt. of Soil (kcf)	0.1		
Unit Wt. of Concrete (kcf)	0.15		
Load Factor	1.3		
Volume of Concrete (yd^3)	3.09		
Two-Way Shear Action:			
q_{ult} (ksf)	3.79		
Average d (in)	14.13		
ϕV_c (kips)	364.6	V_u (kips)	145.5
$\phi V_c = \phi(2 + 4/\beta_c)f'_c{}^{1/2}b_o d$	547.0		
$\phi V_c = \phi(\alpha_s d/b_o + 2)f'_c{}^{1/2}b_o d$	553.9		
$\phi V_c = \phi\ 4f'_c{}^{1/2}b_o d$	364.6		
Shear perimeter, b_o (in)	138.62		
β_c	1		
One-Way Shear:			
ϕV_c (kips)	110.5	V_u (kips)	32.2
Flexure:			
ϕM_n (ft-kips)	291.2	M_u (ft-kips)	75.9
a (in)	1.35		
Steel Ratio	0.00405		
β_1	0.85		
Maximum Steel Ratio	0.0160		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	25.7	Required Development in Pad (in)	12.04

Condition	1 is OK, 0 Fails
Two-Way Shear Action	1
One-way Shear	1
Flexure	1
Steel Ratio	1
Pier Area of Steel	1
Maximum Soil Bearing Pressure	1
Length of Development in Pad	1

GUY ANCHOR BLOCK DESIGN BY SABRE COMMUNICATIONS CORP.
300' 3600 MEDLEY'S PROJECT MANAGEMENT INC Camargo, KY (07-08056) 8-8-06 rebeacom

Anchor Block Dimensions:

Length (ft)	17		
Height (ft)	3	Length/Height Ratio	5.7
Width (ft)	3	Length/Width Ratio	5.7
Longitudinal Bar Diameter (in)	0.875	Height/Width Ratio	1.00
Quantity of Bars in Top	4	Width/Height Ratio	1.00
Area of Bars in Top (in^2)	2.41	Vertical Flexure Ratio	0.35
Spacing of Bars in Top (in)	9.38	Horizontal Flexure Ratio	0.38
Quantity of Bars Front	4	Horizontal Force Ratio	0.92
Area of Bars in Front (in^2)	2.41	Vertical Force Ratio	0.96
Spacing of Bars in Front (in)	9.38		
Quantity of Bars in Bottom	1		
Spacing of Bars in Bottom (in)	29.06	*Recommended Spacing (in)*	6 to 30
Quantity of Bars in Back	1		
Spacing of Bars in Back (in)	29.06	Recommended Spacing (in)	6 to 30
Quantity of Ties	18		
Tie Bar Diameter (in)	0.5		
Uplift (kips)	43		
Horizontal Force (kips)	47		
Allowable Passive Pressure (ksf)	1		
Angle of Internal Friction (deg.)	30		
Unit Wt. of Soil (kcf)	0.11		
Water Table Below Grade (ft)	7		
Depth to Bottom of Block (ft)	7.5		
f'c (ksi)	3		
fy (ksi)	60		
Unit Wt. of Concrete (kcf)	0.15		
Load Factor	1.3		
Volume of Concrete (yd^3)	5.67		
Horizontal Force:			
Horizontal Force (kips)	47.0	Allowable Horizontal Force (kips)	51.0
Uplift:			
Wc, Weight of Concrete (kips)	21.4		
W_R, *Soil Resistance (kips)*	55.4		
$(W_R/2)+(Wc/1.25)$ (kips)	44.8		
$(W_R+W_C)/1.5$ (kips)	51.2		
Uplift (kips)	43.0	Allowable Uplift (kips)	44.8
Vertical Shear:			
V_u (kips)	28.0	ϕV_n(kips)	162.7
$V_c = 2 f'_c{}^{1/2} b_w d$ (kips)	126.4		
V_s (kips)	65.0	*** V_s max $= 4 f'_c{}^{1/2} b_w d$ (kips)	252.9
Spacing of Ties (in)	11.62		
Max. Spacing (in)	13.09	(Only if Shear Ties are Required)	

*** Ref. To Spacing Requirements ACI 11.5.4.3

GUY ANCHOR BLOCK DESIGN BY SABRE COMMUNICATIONS CORP. (CONTINUED)

300' 3600 MEDLEY'S PROJECT MANAGEMENT INC Camargo, KY (07-08056) 8-8-06 rebeacom

Horizontal Shear

V_u (kips)	30.6	ϕV_n (kips)	162.7
$V_c = 2 f'_c{}^{1/2} b_w d$ (kips)	126.4		
V_s (kips)	66.0	*** V_s max $= 4 f'_c{}^{1/2} b_w d$ (kips)	252.9
Spacing of Ties (in)	11.62		
Max. Spacing (in)	13.09	(Only if Shear Ties are Required)	
$(V_u/\phi V_n)_V+(Vu/\phi V_n)_H$	0.35		<1 OK

*** Ref. To Spacing Requirements ACI 11.5.4.3

Vertical Flexure:

M_u (ft-kips)	118.8	ϕM_n (ft-kips)	338.6
a (in)	1.57		
Steel Ratio	0.0021		
β_1	0.85		
Maximum Steel Ratio	0.0160		
Minimum Steel Ratio	0.0018		
Rebar Development (in)	99.00	Required Rebar Development (in)	7.75

Horizontal Flexure:

M_u (ft-kips)	129.6	ϕM_n (ft-kips)	338.5
a (in)	1.57		
Steel Ratio	0.0021		
Maximum Steel Ratio	0.016		
Minimum Steel Ratio	0.0018		
Rebar Development (in)	99.00	Required Rebar Development (in)	8.47
$(M_u/\phi M_n)_V+(Mu/\phi M_n)_H$	0.73	$(M_u/\phi M_n)_V+(Mu/\phi M_n)_H$	<1 OK

Condition	1 is OK, 0 Fails
Uplift Force	1
Horizontal Force	1
Flexure	1
Shear	1
Length of Development in Block	1
Steel Ratio	1

Calculated Strength > Factored Load O.K.

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

License Search

Search Results

Specified Search

State = **Kentucky**
County = **MONTGOMERY**
Radio Service = **CL, CW**
Status = **Active**
Exclude Leases

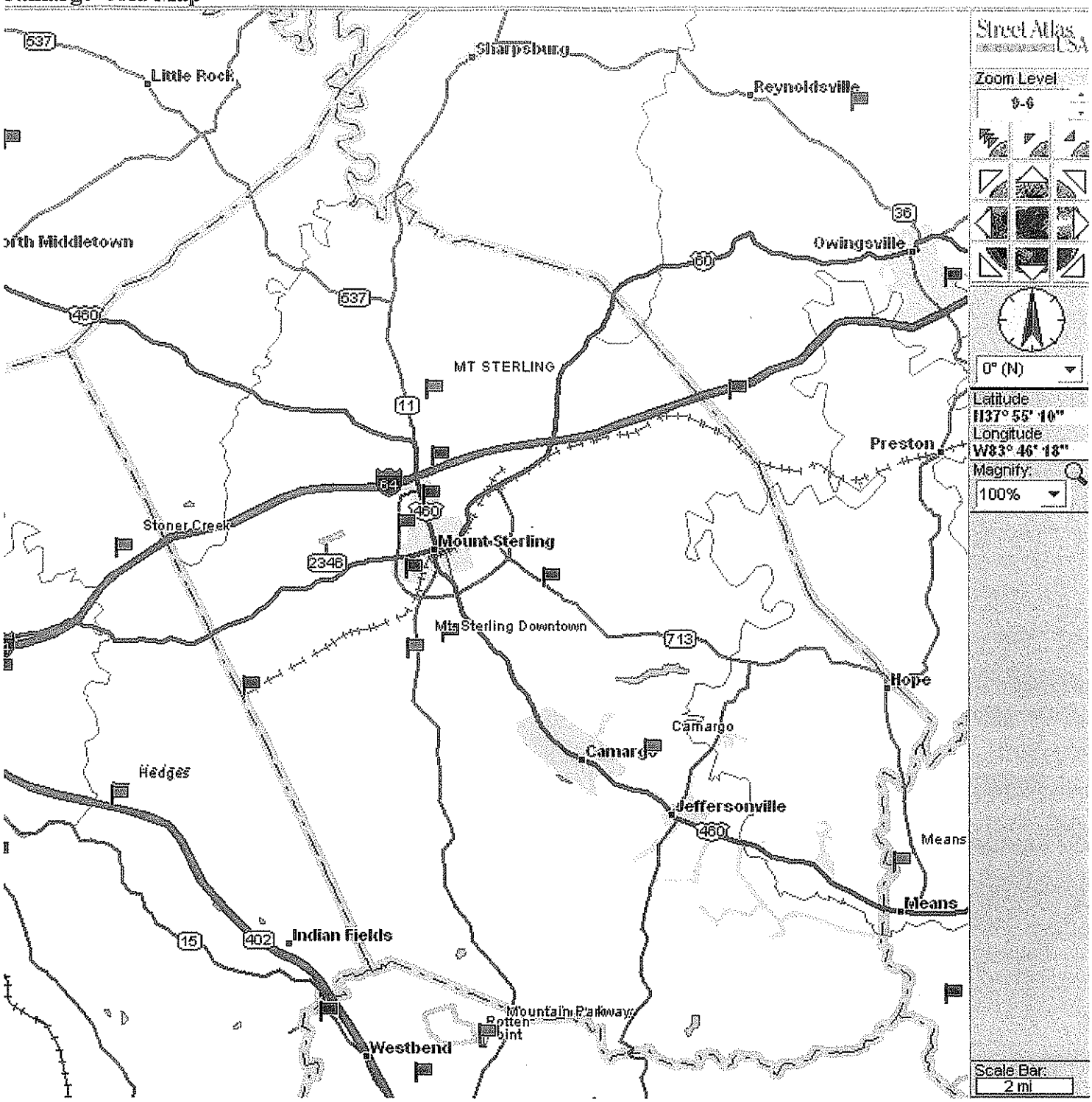
Matches **1**- **7** (of **7**)

PA = Pending Application(s)
TP = Termination Pending
L = Lease

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

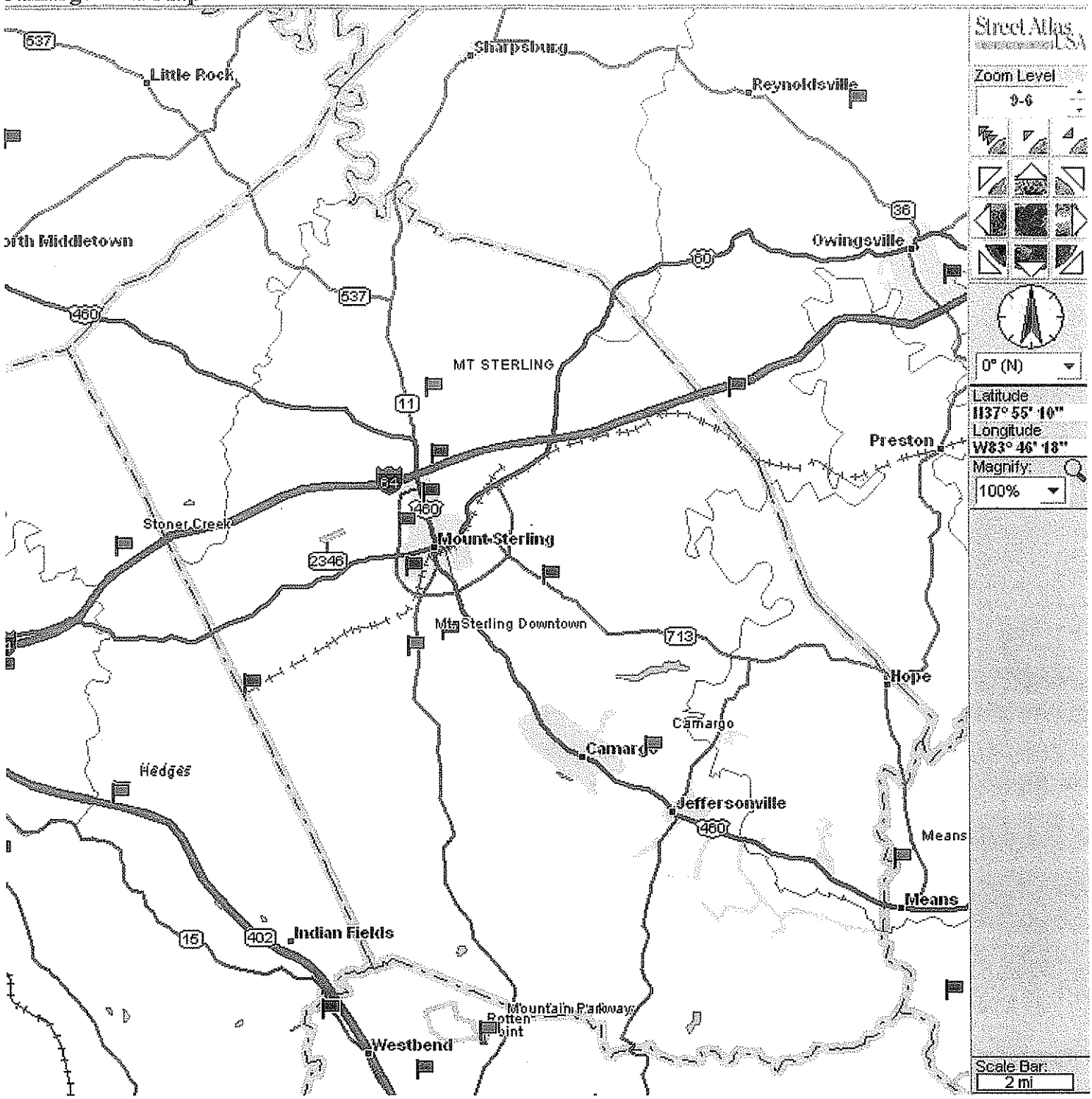
Call Sign/Lease ID	Name	FRN	Radio Service	Status	Expiration Date

Camargo Grid Map



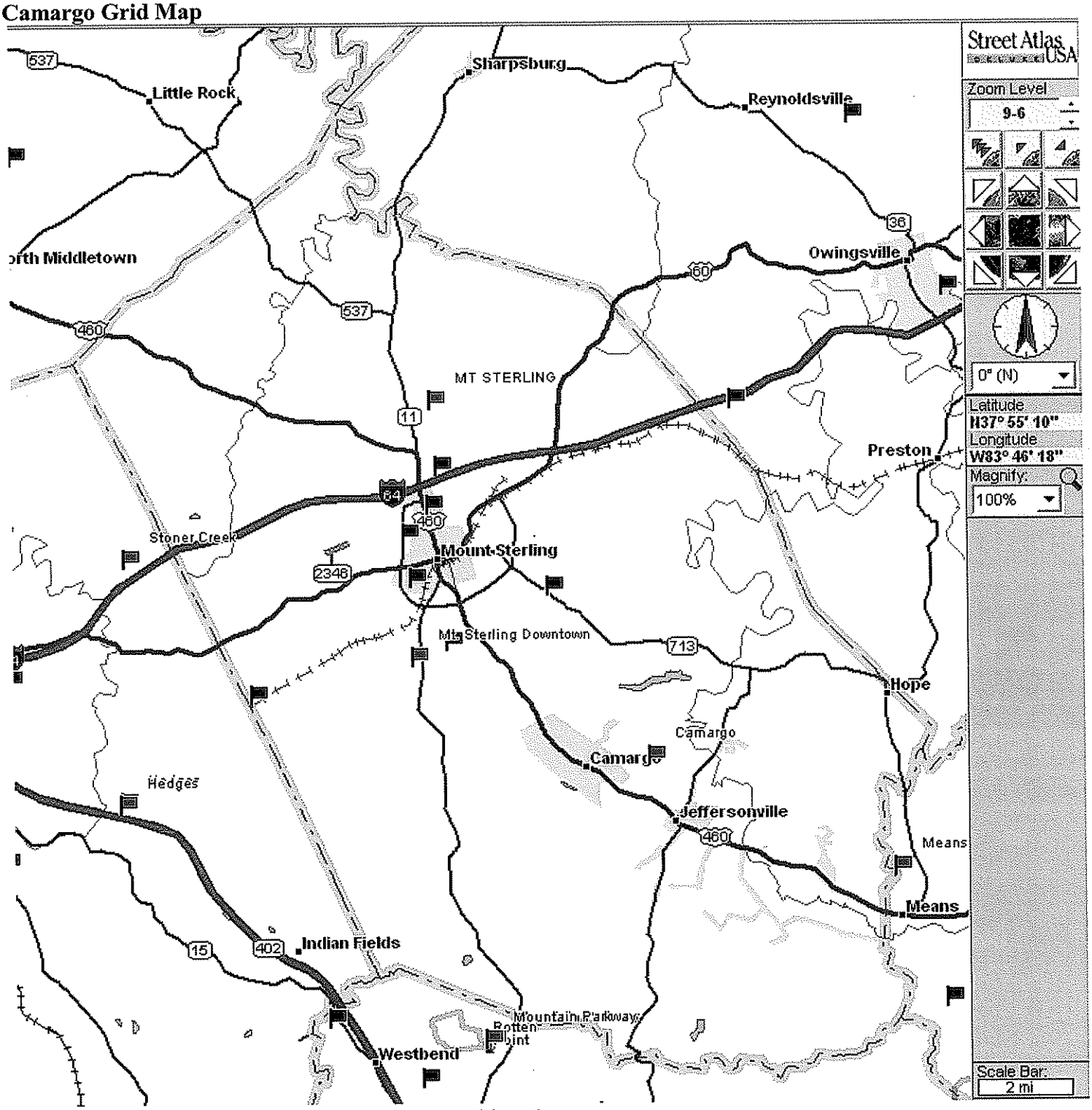
Red Flags indicate Cingular existing and proposed locations.
Blue Flags indicate non-Cingular existing towers.

Camargo Grid Map



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

Camargo Grid Map



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

EXHIBIT E
CO-LOCATION REPORT

cingular
fits you best℠

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

August 1, 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 Camargo site. There are no collocation opportunities available as there are no tall structures located within this site's search area that are capable of accommodating our equipment.

Sherri A Lewis
RF Design Engineer

MEDLEY'S PROJECT MANAGEMENT

Collocation Report

Cingular Site Name: Camargo
From: Roy Johnson – Medley's Project Management
Subject: Collocation

There are no available collocation opportunities in the Camargo Search ring.

3605 Mattingly Road • Buckner, KY 40010 • Phone: 502-222-4226 • Fax: 502-222-4265

EXHIBIT F
APPLICATION TO FAA

Please Type or Print on This Form

Form Approved OMB No. 2120-0001

U.S. Department of Transportation
Federal Aviation Administration

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

Notice of Proposed Construction or Alteration

FOR FAA USE ONLY
Aeronautical Study Number
- - -

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

2. Sponsor's Representative *(if other than #1) :*
Attn. of: Lisa Glass
Name: Cingular Wireless
Address: 5310 Maryland Way
City: Brentwood State: TN Zip: 37027
Telephone: (615) 221-3583 Fax: (615) 221-3626

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

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

5. Work Schedule: Beginning _____ End _____

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

7. Marking/Painting and/or Lighting Preferred:
☐ Red Lights and Paint ☒ Dual - Red and Medium Intensity White
☐ White - Medium Intensity ☐ Dual - Red and High Intensity White
☐ White - High Intensity ☐ Other _____

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

9. Latitude: 37° 59' 38.6"

10. Longitude: 83° 51' 46.9"

11. Datum: ☒ NAD 83 ☐ NAD 27 ☐ Other _____

12. Nearest: City: Camargo State: KY

13. Nearest Public-use (not private-use) or Military Airport or Heliport:
Mount Sterling - Montgomery County

14. Distance from #13. to Structure: 6.68673 NM

15. Direction from #13. to Structure: 301.33961 Degree

16. Site Elevation *(AMSL):* 879.70 ft.

17. Total Structure Height *(AGL):* 320 ft.

18. Overall height (#16. + #17.) *(AMSL):* 1199.70 ft.

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

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

21. Complete Description of Proposal:
Cingular Wireless proposes to build a 320' tower.
Site Name: Camargo

Frequency/Power (kW)	
See Attached	

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

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

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

WESTERMAN & ASSOCIATES, INC.
10213 LAN STATION RD., SUITE 3A, LOUISVILLE, KENTUCKY 40223 (502) 742-9325

1-A CERTIFICATION

April 4, 2006

Designation: Camargo
Site ID No.: Not Available
Tower Type: Stationary
Location: Mt. Sterling, Kentucky

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

Latitude:	37 degrees 59 minutes 38.63 seconds North	(NAD 1983)
Longitude:	83 degrees 51 minutes 46.92 seconds West	(NAD 1983)
Ground Elevation	879.70 feet or 268.13 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 March 31, 2006 using the Kentucky State Plane Coordinate System, Single 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,

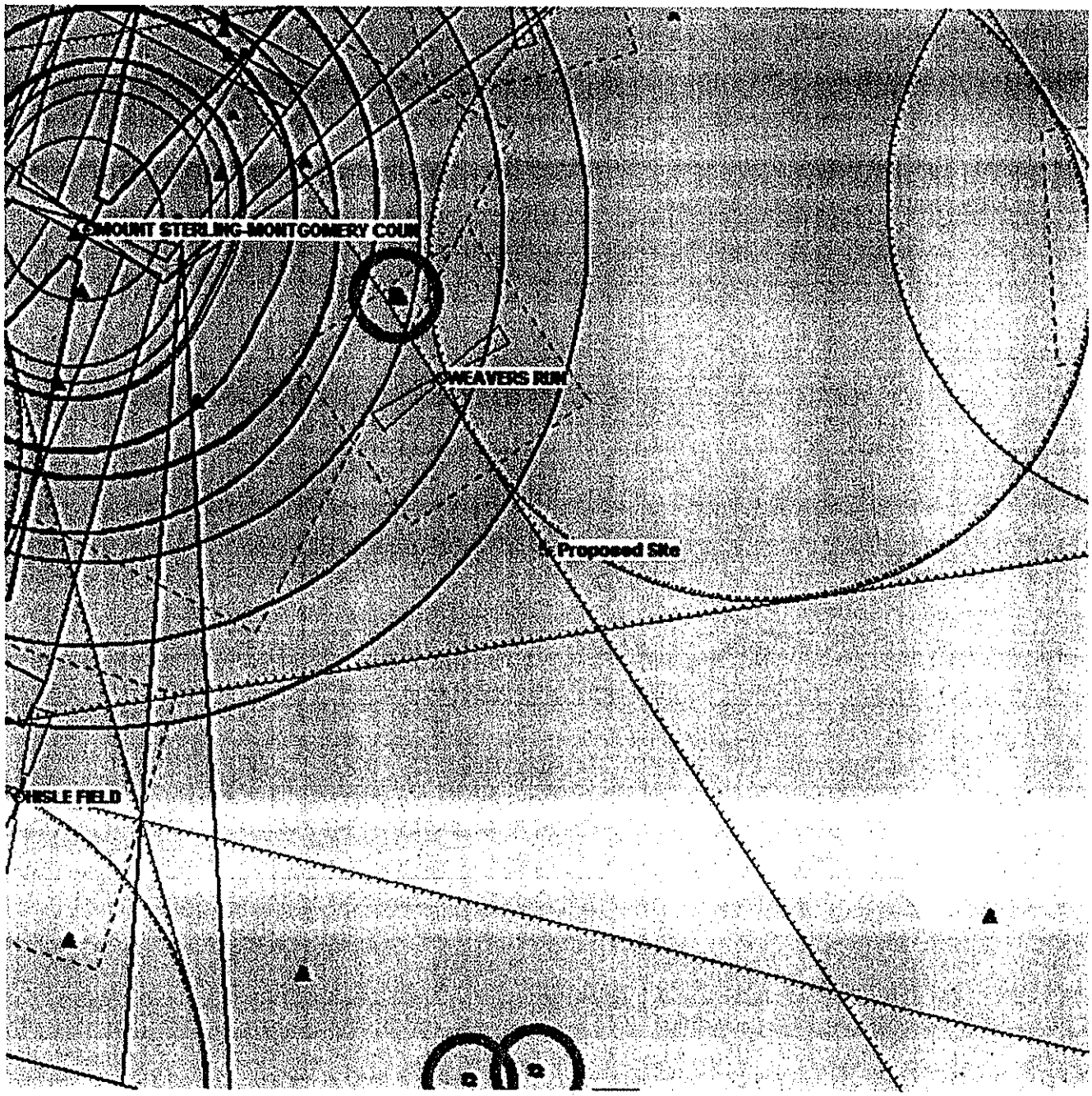
STATE OF KENTUCKY
W. K. WESTERMAN
2675
LICENSED
PROFESSIONAL
LAND SURVEYOR

Wayne K. Westerman
Kentucky Professional Land Surveyor No. 2675

ASAC Q SEARCH

Because You Want It Right
On the First Approach

logout | change password



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: Camargo

Site Data

Proposed Site Is Located at the Following Coordinates

Longitude = 83 degrees, 51 minutes, 46.92 seconds NAD 83
Latitude = 37 degrees, 59 minutes, 38.6 seconds NAD 83
Site Ground Elevation: 880 ft. AMSL
Structure Height: 320 ft. AGL
Total Structure Height: 1200 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 6.68673 Nautical Miles
on a True Bearing of 301.33961 degrees from Structure.

The Landing Surface is Runway 03/21 at MOUNT STERLING-MONTGOMERY COUN.

FAR Part 77.23(a)(4)

The structure site is located below the following Low Altitude Enroute Airway(s):

V004
Maximum AMSL No Exceed Height for this surface is 2049 ft. AMSL.

Preliminary Obstruction Evaluation

IFR Hazard Evaluation
Max No Hazard Height (IFR) for this structure site is 1380 ft. AMSL
The Proposed Structure DOES NOT EXCEED the hazard limitation (IFR).

FAA Notice Evaluation
Max No Notice Height for this structure is 1080 ft. AMSL.
The Proposed Structure EXCEEDS the No Notice limitation by 120 ft.

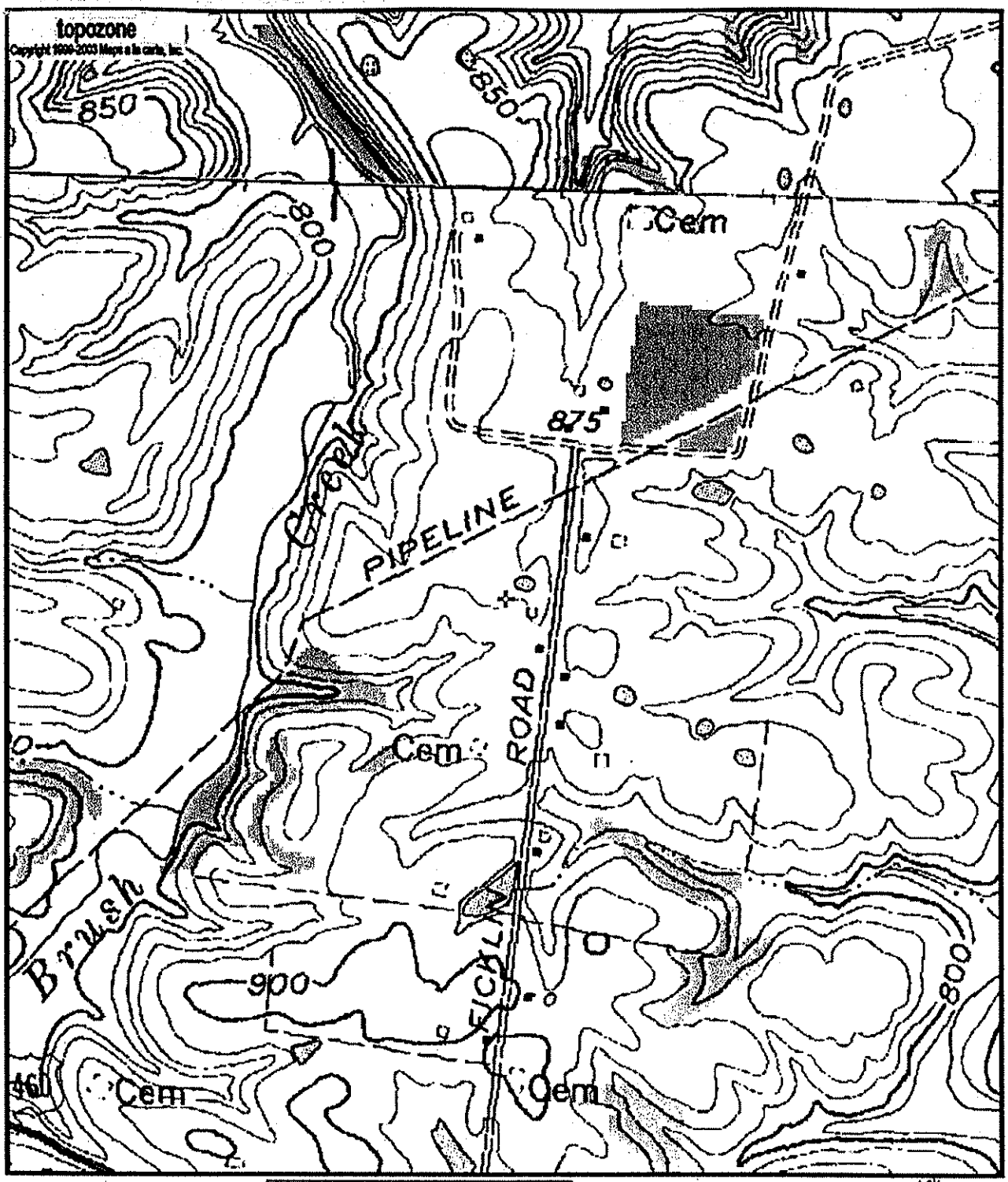
Private-Use VFR Evaluation
AIS found no impact on Private Use Airports or Heliports

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.

submit

back



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° 59' 39"N, 83° 51' 47"W (WGS84/NAD83)
Means quadrangle
Projection is UTM Zone 17 NAD83 Datum

M=-5.403
G=-1.764

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

TC 56-50E (Rev. 02/05)

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

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

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

4. Duration: ☒ Permanent ☐ Temporary (Months _____ Days _____)

5. Work Schedule: Start _____ End _____

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

7. Marking/Painting and/or Lighting Preferred:
☐ Red Lights and Paint ☒ Dual - Red & Medium Intensity White
☐ White - Medium Intensity ☐ Dual - Red & High Intensity White
☐ White - High Intensity ☐ Other _____

8. FAA Aeronautical Study Number _____

9. Latitude: 37 ° 59 ' 38 . 6 "

10. Longitude: 83 ° 51 ' 46 . 9 "

11. Datum: ☒ NAD83 ☐ NAD27 ☐ Other _____

12. Nearest Kentucky City: Camargo County Montgomery

13. Nearest Kentucky public use or Military airport:
Mount Sterling - Montgomery County

14. Distance from #13 to Structure: 6.68673 NM

15. Direction from #13 to Structure: 301.33961 degrees

16. Site Elevation (AMSL): 879.70 Feet

17. Total Structure Height (AGL): 320.00 Feet

18. Overall Height (#16 + #17) (AMSL): 1,199.70 Feet

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

20. Description of Location: (Attach USGS 7.5 minute Quadrangle Map or an Airport layout Drawing with the precise site marked and any certified survey)
See attached map and 1A survey

21. Description of Proposal:
Cingular Wireless proposes to build a new 320' tower.
Site Name: Camargo

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 _____

EXHIBIT H
GEOTECHNICAL REPORT

GEOTECHNICAL ENGINEERING REPORT

PROPOSED CAMARGO 2 TELECOMMUNICATION TOWER
3494 FICKLIN ROAD
MOUNT STERLING, KENTUCKY

TERRACON PROJECT NO. 57067384G
July 27, 2006

Prepared For:

MEDLEY'S PROJECT MANAGEMENT
Buckner, Kentucky

Prepared by:

Terracon

Louisville, Kentucky

Terracon

Form 101—1-87

July 27, 2006

Terracon
Consulting Engineers & Scientists

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

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

Attention: Mr. Roy Johnson, P.E.

Re: Geotechnical Engineering Report
Proposed Camargo 2 Telecommunication Tower
3494 Ficklin Road
Mount Sterling, Kentucky
Terracon Project No. 57067384G

Dear Mr. Johnson:

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

Terracon's geotechnical design parameters and recommendations within this report apply to the existing planned tower height and would apply to adjustments in the tower height, up to a 20% increase or decrease in height, as long as the type of tower does not change. If changes in the height of the tower dictate a change in tower type (ie - monopole to a self-support, self-support to a guyed tower), Terracon should be contacted to evaluate our recommendations with respect to these changes.

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

John A. Case for
Timothy G. LaGrow, P.E.
Regional Manager

Erich J. Hoehler, P.E.
Kentucky No. 24513

STATE OF KENTUCKY
ERICH J. HOEHLER
24513
LICENSED
PROFESSIONAL ENGINEER

Attachments: Geotechnical Engineering Report

Copies: (4) Addressee

TABLE OF CONTENTS

GEOTECHNICAL ENGINEERING REPORT

PROPOSED CAMARGO 2 TELECOMMUNICATION TOWER
3494 FICKLIN, ROAD
MOUNT STERLING, KENTUCKY
TERRACON PROJECT NO. 57067384G
July 27, 2006

1.0 INTRODUCTION

The purpose of this report is to describe the subsurface conditions encountered in the borings, analyze and evaluate the test data, and provide recommendations regarding the design and construction of foundations and earthwork for the proposed tower. Four borings extending to depths of approximately 12½ to 20 feet below the existing ground surface were drilled at the site. Individual boring logs and a boring location plan are included with this report.

2.0 PROJECT DESCRIPTION

Terracon understands the proposed project will consist of the construction of a 300-foot guyed tower. Three anchor blocks, spaced on equal angles and approximately 210 to 240 feet from the tower center, will be constructed. Exact tower loads are not available, but based on past experience, are anticipated to be as follows:

Tower		Anchors	
Vertical Load:	134 kips	Uplift Load:	44 kips
Horizontal Shear:	4 kips	Lateral Load:	57 kips

Assuming reasonable soil bearing conditions are available, the tower base footing typically has a plan dimension of about 7 feet by 7 feet and is about 3 feet thick. The guy anchors are generally 3 feet by 3 feet by 6 feet and are typically embedded about 8 to 10 feet below grade. Settlement restrictions for the tower were not available at the time of this writing but we understand that the guy anchors can periodically be re-tensioned to accommodate slight lateral and vertical movements.

A small, lightly loaded equipment building will also be constructed. Wall and floor loads for this building are not anticipated to exceed 1 kip per linear foot and 100 pounds per square foot, respectively. At the time of the site visit, the property was undeveloped farmland. Based on the provided site survey, the elevations within the 100-foot by 100-foot tower compound vary from El. 881 to El. 879. The tower will be constructed at about El. 880 and the guy anchor elevations are at about El. 871, 877 and 883. Based on the proposed tower construction and provided site survey, minimal grading operations are anticipated.

3.0 EXPLORATION PROCEDURES

3.1 Field Exploration

The subsurface exploration consisted of drilling and sampling four borings at the site to depths ranging from about 12½ feet to 20 feet below existing grade. The borings were advanced at the proposed tower center and guy anchor locations staked by the project surveyor. Ground surface elevations at the boring locations were interpolated from the provided survey and are noted on the boring logs. The locations and elevations of the borings should be considered accurate only to the degree implied by the means and methods used to define them.

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

Borings B-1 and B-3 were extended to auger refusal. Boring B-1 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 percent recovery and RQD are related to rock soundness and quality according to the following:

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

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

3.2 Laboratory Testing

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

The laboratory testing program consisted of performing water content tests and an Atterberg Limits test on representative soil samples. A compressive strength test was conducted on a representative sample of the refusal material. 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 logs.

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

4.0 EXPLORATORY FINDINGS

4.1 Subsurface Conditions

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

Underlying approximately 4 inches of topsoil our borings encountered lean clay (CL) to a depth of about 8½ feet below the existing ground surface. Weathered shale was encountered below the lean clay to boring termination depths or auger refusal depths ranging from about 12½ feet to 15 feet below existing grade. The lean clay generally exhibited a stiff to very stiff consistency based on most SPT N-Values ranging from 8 to 27 blows per foot.

Auger refusal was encountered in borings B-1 and B-3 at depths of 15 feet and 12½ feet respectively. Borings B-2 and B-4 were extended to their planned termination depths of 15 feet.

Below a depth of about 15 feet, boring B-1 was advanced using rock coring techniques. The core samples recovered consisted of closely jointed, black, slightly weathered, hard shale to a termination depth of about 20 feet below the existing ground surface. The core recovery of the shale was 83 percent. The quality of the rock is rated at poor based on an RQD value of 35 percent. Coring operations were terminated at a depth of 20 feet below existing grade.

4.2 Site Geology

A review of the Geologic Map of the Means Quadrangle, East-Central, Kentucky published by the United States Geological Survey, indicates that the site is underlain by New Albany Shale of the Devonian age. New Albany Shale consists of black and brownish-black, carbon-rich shale weathering brownish gray to yellowish gray and commonly stained orange. This formation ranges from 150 to 200 feet thick.

4.3 Groundwater Conditions

The borings were monitored while drilling and immediately after completion for the presence and level of groundwater. Water levels observed in the borings are noted on the boring logs. At these times, groundwater was observed in boring B-4 at depths ranging from approximately 7 to 8½ feet, but was not observed in the borings B-2 and B-3. These water

level observations provide an approximate indication of the groundwater conditions existing on the site at the time the borings were drilled. No groundwater was encountered during the auger drilling portion of the boring B-1. 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.

Fluctuations of the groundwater level can occur due to seasonal variations in the amount of rainfall, runoff and other factors not evident at the time the borings were performed. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project.

5.0 ENGINEERING RECOMMENDATIONS

Based on the encountered subsurface conditions, the tower can be constructed on a shallow foundation. Guy anchors can be designed using shallow anchor blocks. The lightly loaded equipment building can be supported on shallow spread footings. Foundation and anchor block recommendations are presented in the following paragraphs.

5.1 Tower Foundation

A shallow foundation can be used to support the proposed tower. Shallow footings bearing on native stiff soils or on properly compacted fill extending to suitable native soil could be designed for a maximum net allowable soil bearing pressure of 3,000 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.

To resist lateral loads, an ultimate friction factor of 0.35 can be taken between the foundation and underlying soil. Lateral resistance due to friction at the base of the footing should be ignored where uplift also occurs. If additional resistance is necessary, lateral pressures outlined for the anchor blocks are applicable to the tower foundation.

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, it is our opinion that total settlement will be about 1 inch or less. Footings should be placed at a depth of 24 inches, or greater, below finished exterior grade for protection against frost damage.

5.2 Anchor Blocks

Anchor blocks can be used to restrain the tower by resisting the lateral and vertical components of tensile forces in the guy wires. Based on the boring results, the following anchor block design parameters have been developed:

Depth * (feet)	Description **	Allowable Skin Friction (psf)	Allowable Passive Pressure (psf)	Internal Angle of Friction (Degree)	Cohesion (psf)
0 – 2	Lean Clay	Ignore	Ignore	-	Ignore
2 – 8½	Lean Clay	375	1,000	0	1,000
8½ - 15	Weathered Shale	800	4,000	0	4,000

The above indicated cohesion value has no factor of safety, and the allowable skin friction and passive resistances have factors of safety of at least 2. The parameters given in the above table are based on the borings, published correlation values and Terracon's past experience with similar materials. These values should, therefore, be considered approximate. These parameters also assume that the vertical face of the concrete anchor block providing passive resistance is in direct contact with stiff native soils. Frictional resistance at the base of the block should be ignored due to uplift considerations.

Uplift forces can be resisted by the dead weight of the anchor block and the effective weight of any soil above the block. A unit weight of soil not exceeding 110 pcf is appropriate for the on-site soils backfilled above the block, assuming that it is compacted to at least 95 percent of standard Proctor maximum dry density (ASTM D-698). The ground surface should be sloped away from the anchor blocks to avoid ponding of water and saturation of the backfill materials.

5.3 Equipment Building Foundations

The proposed equipment shed may be supported on shallow footings bearing on stiff natural soils. The equipment building foundations should be dimensioned using a net allowable soil bearing pressure of 2,500 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.

5.4 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.

5.5 Site Preparation

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

Any fill and backfill placed on the site should consist of approved materials that are free of organic matter and debris. Suitable fill material should consist of either granular material or low-plasticity cohesive soil. Low-plasticity cohesive soil should have a liquid limit of less than 45 percent and a plasticity index of less than 25 percent. The on site soils are considered suitable for re-use as fill. However, it is recommended that during construction these soils should be further tested and evaluated prior to use as fill. Fill should not contain frozen material and it should not be placed on a frozen subgrade.

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

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

6.0 GENERAL COMMENTS

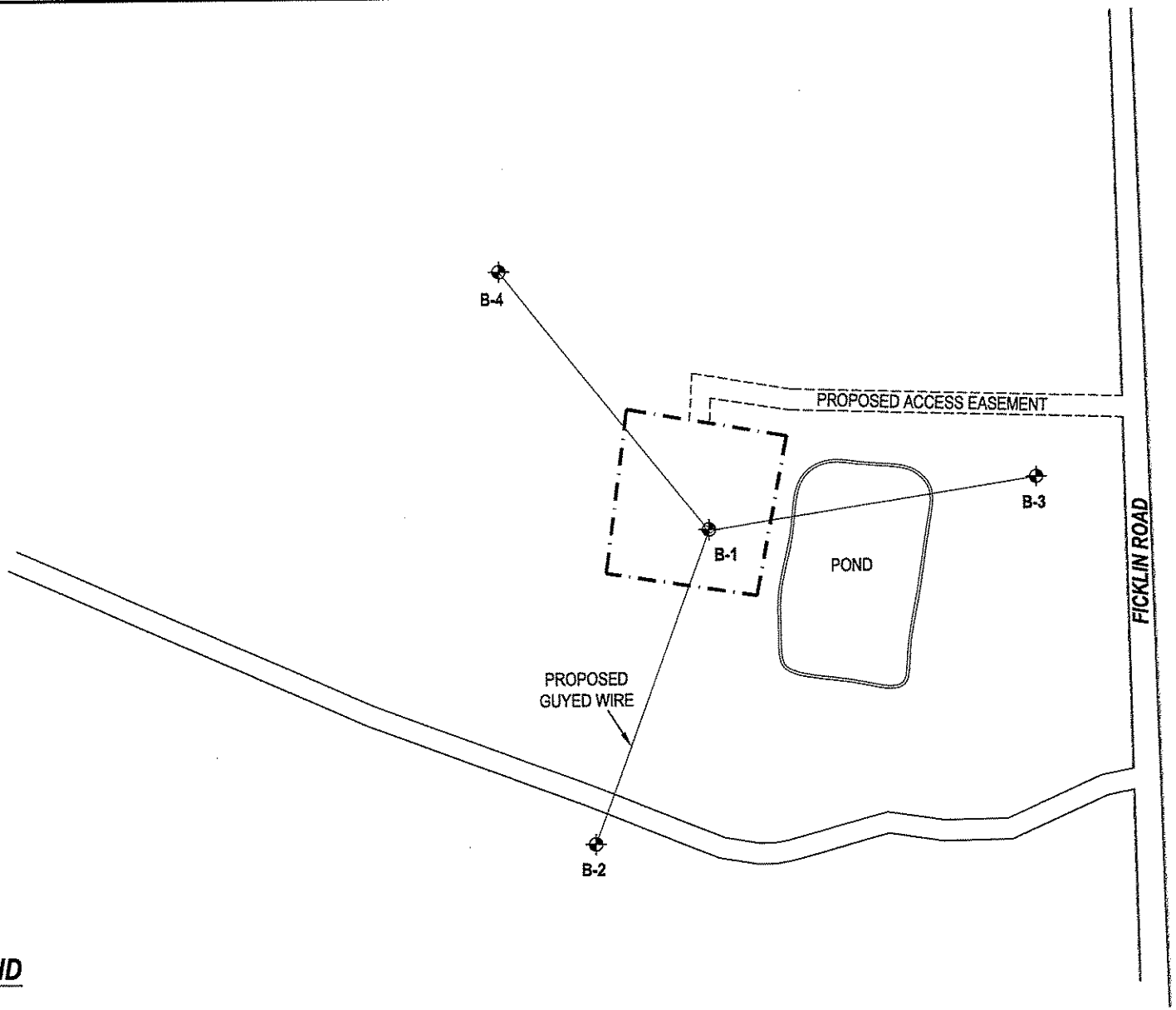
Terracon should be retained to review the final design plans and specifications so comments can be made regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. Terracon also should be retained to provide testing and observation during excavation,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

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

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

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

APPENDIX



LEGEND

SUBJECT SITE

APPROXIMATE SOIL BORING LOCATION

Project Mngr:	JLT
Drawn By:	RRK
Checked By:	MRF/JLT
Approved By:	JLT

Project No.	57067384G
Scale:	AS SHOWN
File No.	57067384G-1
Date:	JULY 2006

Terracon
Consulting Engineers and Scientists
870 40th Avenue Bettendorf, Iowa 52722
(563) 355-0702 (563) 355-4789

SOIL BORING LOCATION DIAGRAM

GEOTECHNICAL EXPLORATION
CAMARGO 2
3494 FICKLIN ROAD
MT. STERLING KENTUCKY

FIG. No. 1

THIS DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

LOG OF BORING NO. B-1

CLIENT
Medley's Project Management

SITE
Ficklin Road
Mount Sterling, Kentucky

PROJECT
Camargo 2 Telecommunication Tower

Approx. Surface Elev.: 880 ft

DEPTH, ft.	GRAPHIC LOG	DESCRIPTION	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES SPT - N BLOWS / ft.	TESTS WATER CONTENT, %	TESTS DRY UNIT WT pcf	TESTS UNCONFINED STRENGTH, psf	ATTERBERG LIMITS
		0.3 **TOPSOIL** 879.5									
		LEAN CLAY, brown & gray, very stiff	CL	1	SS	18	21	17			
			CL	2	SS	12	18	19			LL=26 PL=19 PI=7
5		-with weathered shale fragments below 6 feet	CL	3	SS	14	34	26			
		8.5 871.5 **SEVERELY WEATHERED SHALE** black, soft		4	SS	3	50/6	14			
10											
		Auger Refusal at 15 feet, Began Coring		5	SS	1	50/2	8			
15		15 865 **SHALE**, closely jointed, slightly weathered, black, hard		6	DB	83%	RQD 35%				
		20 860 **Boring Terminated at 20 feet**								9000 PSI	
20											

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	

Terracon

BORING STARTED	7-17-06		
BORING COMPLETED	7-17-06		
RIG	CME-550	FOREMAN	MW
APPROVED	EJH	JOB #	57067384G

BOREHOLE 99 57067384G LOGS.GPJ TERRACON.GDT 7/28/06

LOG OF BORING NO. B-2

CLIENT
Medley's Project Management

SITE
Ficklin Road
Mount Sterling, Kentucky

PROJECT
Camargo 2 Telecommunication Tower

GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES SPT - N BLOWS / ft.	TESTS WATER CONTENT, %	TESTS DRY UNIT WT pcf	TESTS UNCONFINED STRENGTH, psf
	Approx. Surface Elev.: 871 ft									
	0.3 **TOPSOIL** 870.5 **LEAN CLAY**, brown & gray, stiff to hard									
			CL	1	SS	8	8	16		
			CL	2	SS	14	13	20		
		5	CL	3	SS	12	21	20		
	8.5 862.5 **SEVERELY WEATHERED SHALE** black, soft			4	SS	6	50/5	4		
		10		5	SS	2	50/2			
	15 856 **Boring Terminated at 15 feet**	15								

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	▽ N/E	▼
WL	▽	▼
WL		

Terracon

BORING STARTED	7-17-06		
BORING COMPLETED	7-17-06		
RIG	CME-550	FOREMAN	MW
APPROVED	EJH	JOB #	57067384G

BOREHOLE 99 57067384G LOGS.GPJ TERRACON.GDT 7/28/06

LOG OF BORING NO. B-3

CLIENT
Medley's Project Management

SITE
Ficklin Road
Mount Sterling, Kentucky

PROJECT
Camargo 2 Telecommunication Tower

GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES SPT - N BLOWS / ft.	TESTS WATER CONTENT, %	TESTS DRY UNIT WT pcf	TESTS UNCONFINED STRENGTH, psf
	Approx. Surface Elev.: 877 ft									
	0.3 — **TOPSOIL** — 876.5 **LEAN CLAY** with weathered shale fragments, black, hard (completely weathered shale)		CL	1	SS	4	27	25		
			CL	2	SS	10	27	23		
		5	CL	3	SS	8	10 50/2	27		
	8.5 — 868.5 **SEVERELY WEATHERED SHALE** black, soft			4	SS	6	50/6	25		
		10								
	12.5 — 864.5 **Auger Refusal at 12.5 feet, Boring Terminated**									

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

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

Terracon

BORING STARTED	7-17-06		
BORING COMPLETED	7-17-06		
RIG	CME-550	FOREMAN	MW
APPROVED	EJH	JOB #	57067384G

BOREHOLE 99 57067384G LOGS.GPJ TERRACON.GDT 7/28/06

LOG OF BORING NO. B-4

CLIENT
Medley's Project Management

SITE
Ficklin Road
Mount Sterling, Kentucky

PROJECT
Camargo 2 Telecommunication Tower

GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES SPT - N BLOWS / ft.	TESTS WATER CONTENT, %	TESTS DRY UNIT WT pcf	TESTS UNCONFINED STRENGTH, psf
	Approx. Surface Elev.: 883 ft									
	0.3 **TOPSOIL** 882.5									
	LEAN CLAY, yellowish brown & gray, medium stiff to very stiff		CL	1	SS	12	5	16		
			CL	2	SS	12	15	16		
		5	CL	3	SS	16	10	25		
	8.5 874.5									
	SEVERELY WEATHERED SHALE black, soft			4	SS	3	50/6	11		
		10								
				5	SS	1	50/1	15		
	15 868	15								
	Boring Terminated at 15 feet									

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	▽ 8.5	WD	▼ 7	AB
WL	▼		▼	
WL				

Terracon

BORING STARTED	7-17-06		
BORING COMPLETED	7-17-06		
RIG	CME-550	FOREMAN	MW
APPROVED	EJH	JOB #	57067384G

GENERAL NOTES

DRILLING & SAMPLING SYMBOLS:

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

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

WATER LEVEL MEASUREMENT SYMBOLS:

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

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

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

CONSISTENCY OF FINE-GRAINED SOILS

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

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

RELATIVE PROPORTIONS OF SAND AND GRAVEL

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

GRAIN SIZE TERMINOLOGY

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

RELATIVE PROPORTIONS OF FINES

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

PLASTICITY DESCRIPTION

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

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GENERAL NOTES

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.

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UNIFIED SOIL CLASSIFICATION SYSTEM

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

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

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

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

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

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

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

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

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

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

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

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

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

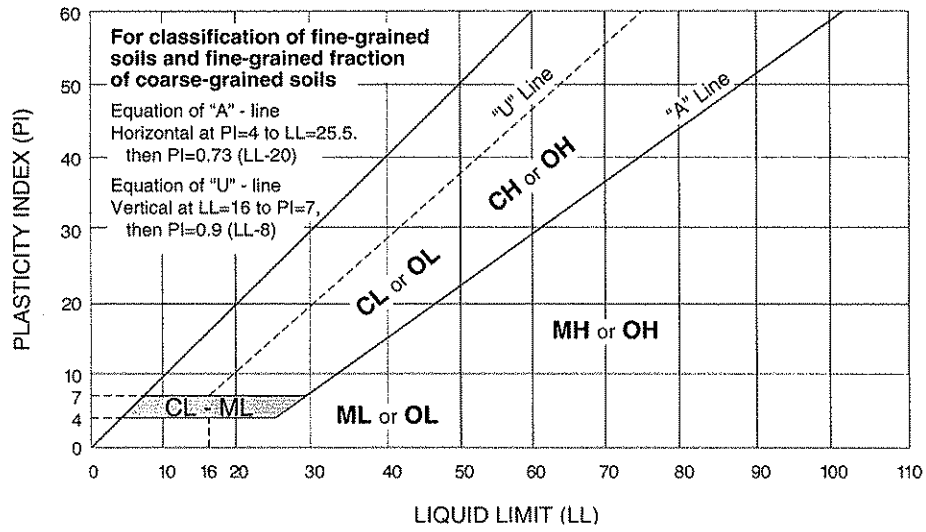
[M] If soil contains ≥ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.

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

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

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

[Q] PI plots below "A" line.



Terracon

Form 111—6/98

EXHIBIT I
COPY OF REAL ESTATE AGREEMENT

Market: KYRSA 8
Cell Site Number: 450G0136
Cell Site Name: Cannargo

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by _Danny Watkins and Judy Watkins, a husband and wife, having a mailing address of Box 4044 Ficklin Road, Mt. Sterling, KY 40353 (hereinafter referred to as "**Landlord**") and **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, having a mailing address of 6100 Atlantic Boulevard, Norcross, Georgia 30071(hereinafter referred to as "**Tenant**").

BACKGROUND

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

The parties agree as follows:

1. **OPTION TO LEASE.**

(a) Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the Property containing approximately 10,000 square feet including the air space above such room/cabinet/ground space as described on attached **Exhibit 1**, together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises as described on the attached **Exhibit 1** (collectively, the "**Premises**").

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

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of

of the Initial Option Term.

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

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

(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

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 tenantable condition, subject to reasonable wear and tear and damage from the elements.

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

will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

15. DEFAULT AND RIGHT TO CURE.

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

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

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

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

If to Tenant:	c/o Cingular Wireless LLC Attn: Network Real Estate Administration Re: Cell Site #450G0136; Cell Site Name: Carmargo 6100 Atlantic Boulevard Norcross, GA 30071
With a copy to:	Cingular Wireless LLC Attn: Legal Department Re: Cell Site #450G0136; Cell Site Name: Carmargo 15 E Midland Avenue Paramus, NJ 07652
If to Landlord:	Danny Watkins or Judy Watkins Box 4044 Ficklin Road Mt. Sterling, KY 40353

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

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

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

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

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

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

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

24. **MISCELLANEOUS.**

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

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

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

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

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

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

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the

requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

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

[SIGNATURES APPEAR ON THE NEXT PAGE]

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

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

_____
Print Name: _____

_____
Print Name: _____

"LANDLORD"

Danny Watkins
By:Danny Watkins

Judy Watkins
By: Judy Watkins
Its: Owners
Date: _____

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

BY: William Plantz

TITLE: Executive Director

DATE: 4/5/06

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

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

Witness my hand and seal, at office in Brentwood, TN (location), this 5th day of April, 2006

[illegible]
Notary Public

My Commission Expires: MY COMMISSION EXPIRES: March 29, 2010

MARY LEE RUTHERFORD STATE OF TENNESSEE NOTARY PUBLIC CHEATHAM COUNTY

LANDLORD ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY

COUNTY OF Montgomery

The foregoing instrument was subscribed to and acknowledged before me by Danny & Judy Watkins on this 13th day of March, 2006

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

[illegible]
Notary Public

My Commission Expires: 1-15-2010

EXHIBIT 1

DESCRIPTION OF PREMISES

to the Agreement dated April 5, 2006 by and between Danny and Judy Watkins, 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:

Deed Book 226, Page 34

Tract 2, Tract 3 and Tract 4 containing a total of 57.5864 acres of land as shown on the "Record Plat of Allie McCormick Property, Ficklin Road, Montgomery County, Kentucky", of record in Plat Cabinet A, Slide 74, Montgomery County Court Clerk's Office, to which plat reference is made for a more particular description of the property herein conveyed."

Being the same property in which first parties, Elzie Prater and Sandy Prater, his wife, acquired a one-half (1/2) interest by deed from Paul R. Reffitt and Mattie Reffitt, his wife, dated January 31, 1992, and now of record in Deed Book 200, Page 440, Montgomery County Court Clerk's Office.

THERE IS EXCLUDED from the above described real estate a lot of land with improvements thereon conveyed by first parties, Elzie Prater and Sandy Prater, his wife, and second parties, Danny Watkins and Judy Watkins, his wife, to Thornton Prater and Shirley Prater, his wife, which lot of land is more particularly described as follows, to-wit:

"Beginning at a point in the west right-of-way line of the Ficklin Road corner to Tract No. 1 and Tract No. 2, as shown on the "Record Plat of Allie McCormick Property, Ficklin Road, Montgomery County, Kentucky" of record in Plat Cabinet A, Slide 74, Montgomery County Court Clerk's Office; thence with the dividing line of Tract No. 1 (now owned by Ricky Mangold) and Tract No. 2 of the "Record Plat of Allie McCormick Property, Ficklin Road, Montgomery County, Kentucky" recorded in Plat Cabinet A, Slide 74, Montgomery County Court Clerk's Office N. 86 deg. 45 min. 17 sec. W. 184 feet to a point in the dividing line between Tract No. 1 and Tract No. 2; thence with the line of other property of Watkins and Prater northwardly 84 feet 6 inches and eastwardly 180 feet 4 inches to a point in the west right-of-way line of the Ficklin Road; thence with the west right-of-way line of the Ficklin Road S. 02 deg. 52 min. 33 sec. W. 78 feet 8 inches to the point of beginning."

And being the same property conveyed by first parties and second parties to Thornton Prater and Shirley Prater, his wife, by deed dated the 2nd day of April 1997, and now of record in Deed Book 226, Page 25, Montgomery County Court Clerk's Office.

THERE IS ALSO EXCLUDED from the above described real estate a lot of land in which first parties hereby reserve and do not convey herewith their one-half (1/2) interest and in which a one-half (1/2) interest was heretofore conveyed to first parties, Elzie Prater and Sandy Prater, his wife, by second parties, Danny Watkins and Judy Watkins, his wife, which lot of land is more particularly described as follows, to-wit :

"Beginning at a point in the north line of Tract No. 3 of the "Record Plat of Allie McCormick Property, Ficklin Road, Montgomery County, Kentucky" of record in Plat Cabinet A, Slide 74, Montgomery County Court Clerk's Office, corner to other property of Watkins and Prater; thence N. 01 deg. 01 min. 23 sec. E. 127.16 feet to a point in the west right of way line of the Ficklin Road (the "Record Plat of Allie McCormick Property, Ficklin Road, Motgomery County, Kentucky" Cabinet A, Slide 74, Montgomery County Court Clerk's Office shows a protion of the Ficklin Road to be Greer Lane, which is correct as the road at this point is sometimes

referred to as Greer Lane); thence with the west right-of-way line of the Ficklin Road N. 02 deg. 00 min. 55 sec. E. 107.84 feet to a point corner to other property of Prater and Watkins; thence with the line of Prater and Watkins west 136 feet and south 400 feet and east 220 feet and north 55 feet to a point in the south right-of-way line of the Ficklin Road; thence with the south right-of-way line of the Ficklin Road N. 84 deg. 57 min. 47 sec. W. 91 feet to the point of beginning."

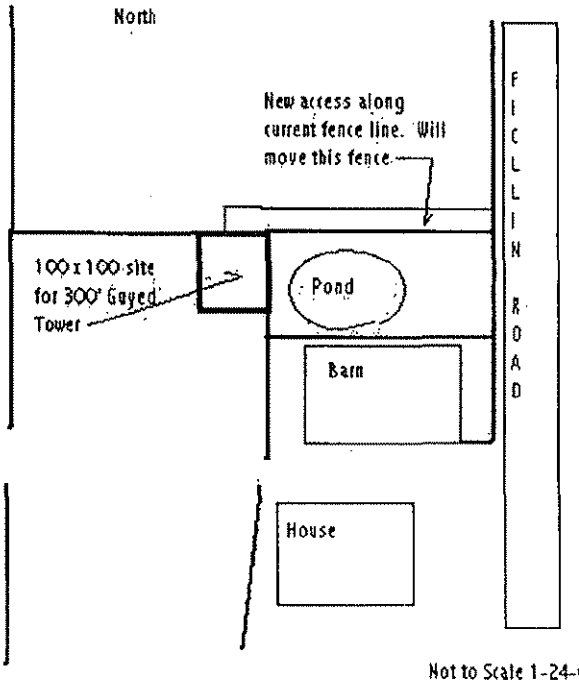
And being the same property in which second parties, Danny Watkins and Judy Watkins, his wife, conveyed a one-half (1/2) interest to first parties, Elzie Prather and Sandy Prather, his wife, by deed dated 2nd Day of April, 1977 and now of record in Deed Book 226, Page 29, Montgomery County Court Clerk's Office, and in which second parties, Elzie Prater and Sandy Prater, his wife, acquired a one-half interest by deed from Paul R. Reffitt and Mattie Reffitt, his wife, dated January 31, 1992, and now of record in Deed Book 200, Page 440, Montgomery County Court Clerk's Office.

JOINT WATER LINE EASEMENT:

(1) The parties to this deed of conveyance, Elzie Prater and Sandy Prater, his wife, and Danny Watkins and Judy Watkins, his wife, own all or part of Tract 3 and 4 as shown on the "Record Plat of Allie McCormick Property, Ficklin Road, Montgomery County, Kentucky" of record in Plat Cabinet A, Slide 74, Montgomery County Court Clerk's Office. In the execution and delivery of this deed of conveyance, the parties create a joint water line easement over, under and across said Tracts 3 and 4 which water line easement is more particularly described as follows:

"This water line easement is 15 feet in width beginning at a point on the south side of the Ficklin Road at the northeast corner of Tract No. 3 of the land as shown on the "Record Plat of Allie McCormick Property, Ficklin Road, Montgomery County, Kentucky" of record in Plat Cabinet A, Slide 74, Montgomery County Court Clerk's Office and running adjacent to and along the south side of the Ficklin Road and the north boundary line of Tract 3 for calls of N. 83 deg. 25 rain. 6 sec. W. 525.19 ft. and N. 84 deg. 57 min. 47 sec. W. 161.75 ft. to a point in the north boundary line of Tract 3; thence running adjacent to and along the west side of the Ficklin Road and the east boundary line of Tract 4 for calls of N 01. deg. 01 rain. 23 sec. E. 127.16 ft. and N. 02 deg. 00 rain. 55 sec. E. 107.84 ft."

Camargo - 450601 36
300' Guyed Tower
37-59-38.9
83-51-46.6
Watkins



Not to Scale 1-24-06

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.

EXHIBIT J
NOTIFICATION LISTING

CAMARGO LANDOWNER NOTICE LISTING

Danny & Judy Watkins
4044 Ficklin Rd.
Mt. Sterling, KY 40353

Thornton & Shirley Prater
3594 Ficklin Rd.
Mt. Sterling, KY 40353

Willie Chapman, Jr.
3560 Ficklin Rd.
Mt. Sterling, KY 40353

C.W. Greer Estate
c/o Mark Greer
500 Spruce Valley Rd.
Jeffersonville, KY 40337

Jerald & Dorothy Greenwade
2878 Cooper Ln.
Mt. Sterling, KY 40353

Elzie & Sandy Prater
3958 Ficklin Rd.
Mt. Sterling, KY 40353

Irene Fouch
3911 Ficklin Rd.
Mt. Sterling, KY 40353

Gilbert & Brenda Martin
3879 Ficklin Rd.
Mt. Sterling, KY 40353

Shannon Becraft
3887 Ficklin Rd.
Mt. Sterling, KY 40353

Janet Lynn Lockridge
2083 Greer Ln.
Mt. Sterling , KY 40353

Ellis H. Reynolds
114 Holly Hill Dr.
Mt. Sterling, KY 40353

Paul & Mattie Reffitt
5968 McCormick Rd.
Mt. Sterling, KY 40353

Ewell Lee & Effa Dee Trimble
4532 Camargo Rd.
Mt. Sterling, KY 40353

Ricky Lee & Bernice Trimble
3593 Ficklin Rd.
Mt. Sterling, KY 40353

Kenneth R. & Barbara Hall
3571 Ficklin Rd.
Mt. Sterling, KY 40353

Bradley & Judy Witt
1242 Valley View Dr.
Mt. Sterling , KY 40353

Perry & Mary Smith
1955 Science Ridge Rd.
Jeffersonville, KY 40337

Dena Halsey
4125 Ficklin Dr.
Mt. Sterling , KY 40353

Irene Fouch
4123 Ficklin Rd.
Mt. Sterling, KY 40353

EXHIBIT K
COPY OF PROPERTY OWNER NOTIFICATION

PIKE
LEGAL

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

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

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 4044 Ficklin Road, Mt. Sterling, KY 40353 (37° 59' 38.63" North latitude, 83° 51' 46.92" West longitude). The proposed facility will include a 300-foot tall tower, with an approximately 15-foot tall lightning arrestor attached at the top, for a total height of 315-feet. This facility is needed to provide improved coverage for wireless communications in the area.

This notice is being sent to you because the Montgomery 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 2006-00384 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

Camargo Site Location Map

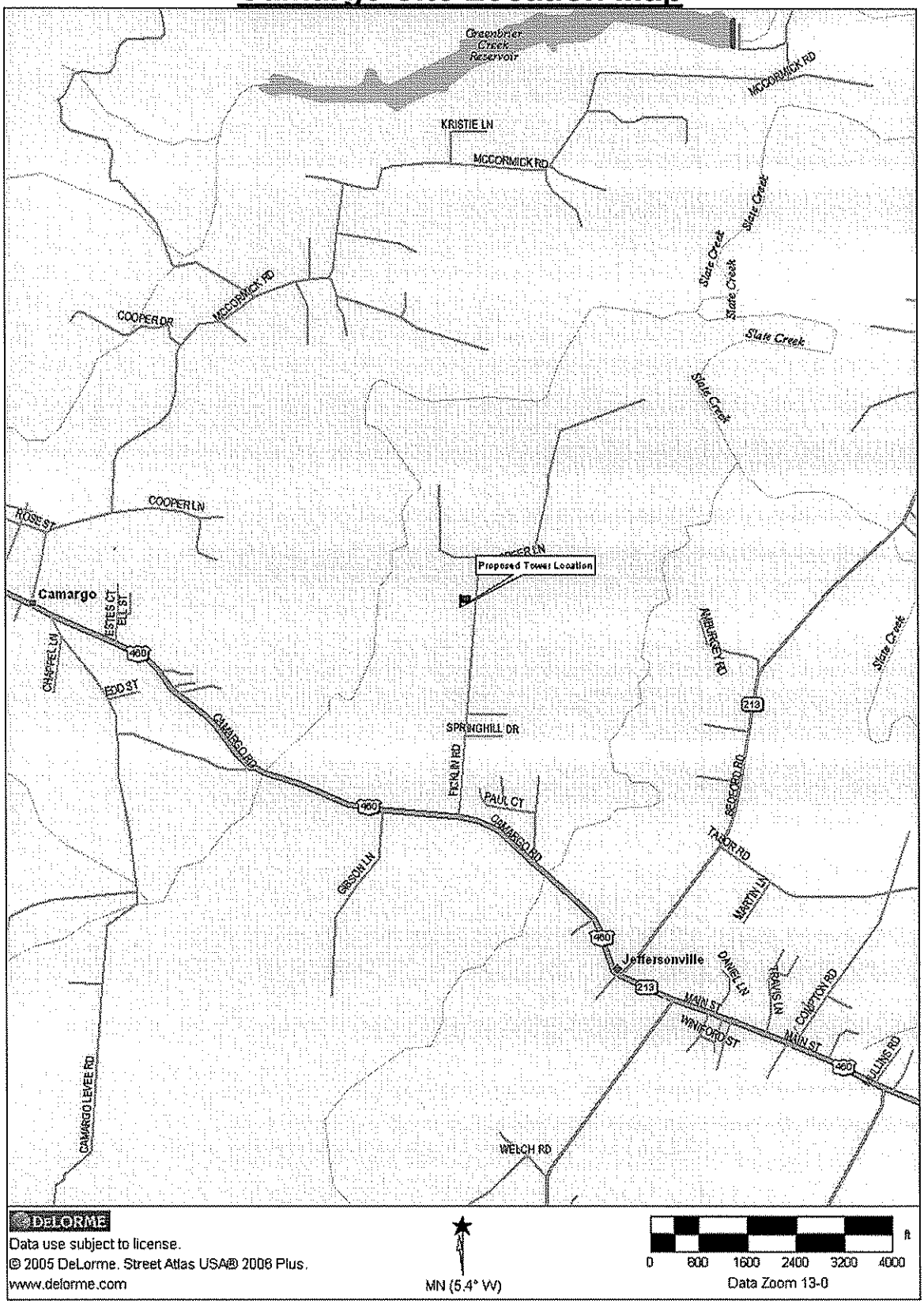


EXHIBIT L
COPY OF COUNTY JUDGE/EXECUTIVE NOTICE

PIKE
LEGAL

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

August 31, 2006

VIA CERTIFIED MAIL

Hon. B. D. Wilson, Jr.
Montgomery County Judge/Executive
44 W. Main St.
Mt. Sterling, KY 40353

RE: Notice of Proposal to Construct Wireless Communications Facility
Kentucky Public Service Commission Docket No. 2006-00384
Site Name: Camargo

Dear Judge Wilson:

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 4044 Ficklin Road, Mt. Sterling, KY 40353 (37° 59' 38.63" North latitude, 83° 51' 46.92" West longitude). The proposed facility will include a 300-foot tall tower, with an approximately 15-foot tall lightning arrestor attached at the top, for a total height of 315-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 2006-00384 in any correspondence sent in connection with this matter.

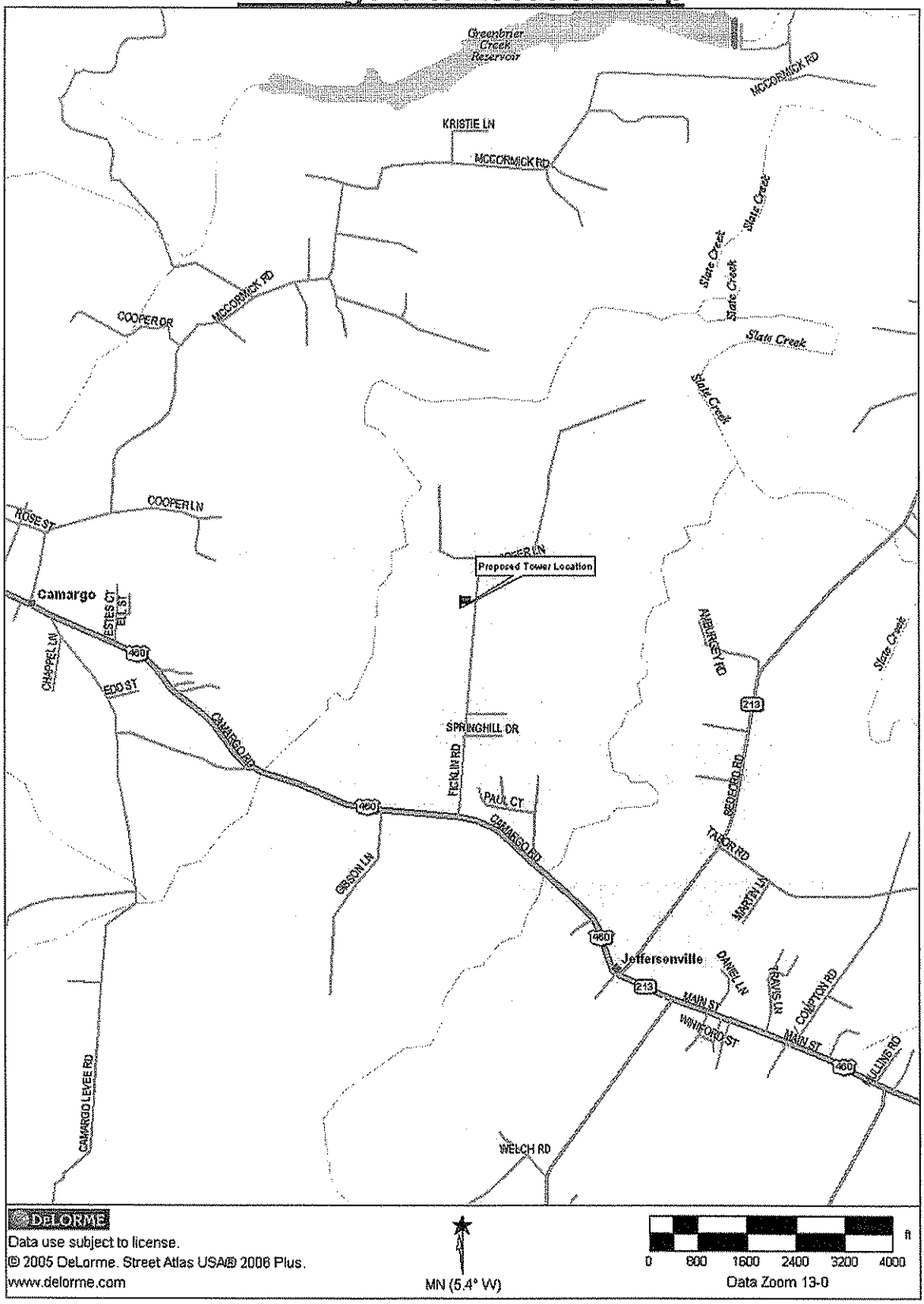
I have attached a map showing the site location for the proposed tower. New Cingular Wireless PCS, LLC's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers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

Sincerely,

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

Enclosure

Camargo Site Location Map



PIKE
LEGAL

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

August 31, 2006

VIA CERTIFIED MAIL

Montgomery County Fiscal Court
c/o Montgomery County Judge/Executive B. D. Wilson, Jr.
44 W. Main St.
Mt. Sterling, KY 40353

RE: Notice of Proposal to Construct Wireless Communications Facility
Kentucky Public Service Commission Docket No. 2006-00384
Site Name: Camargo

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 4044 Ficklin Road, Mt. Sterling, KY 40353 (37° 59' 38.63" North latitude, 83° 51' 46.92" West longitude). The proposed facility will include a 300-foot tall tower, with an approximately 15-foot tall lightning arrestor attached at the top, for a total height of 315-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 2006-00384 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,

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

Enclosure

Camargo Site Location Map

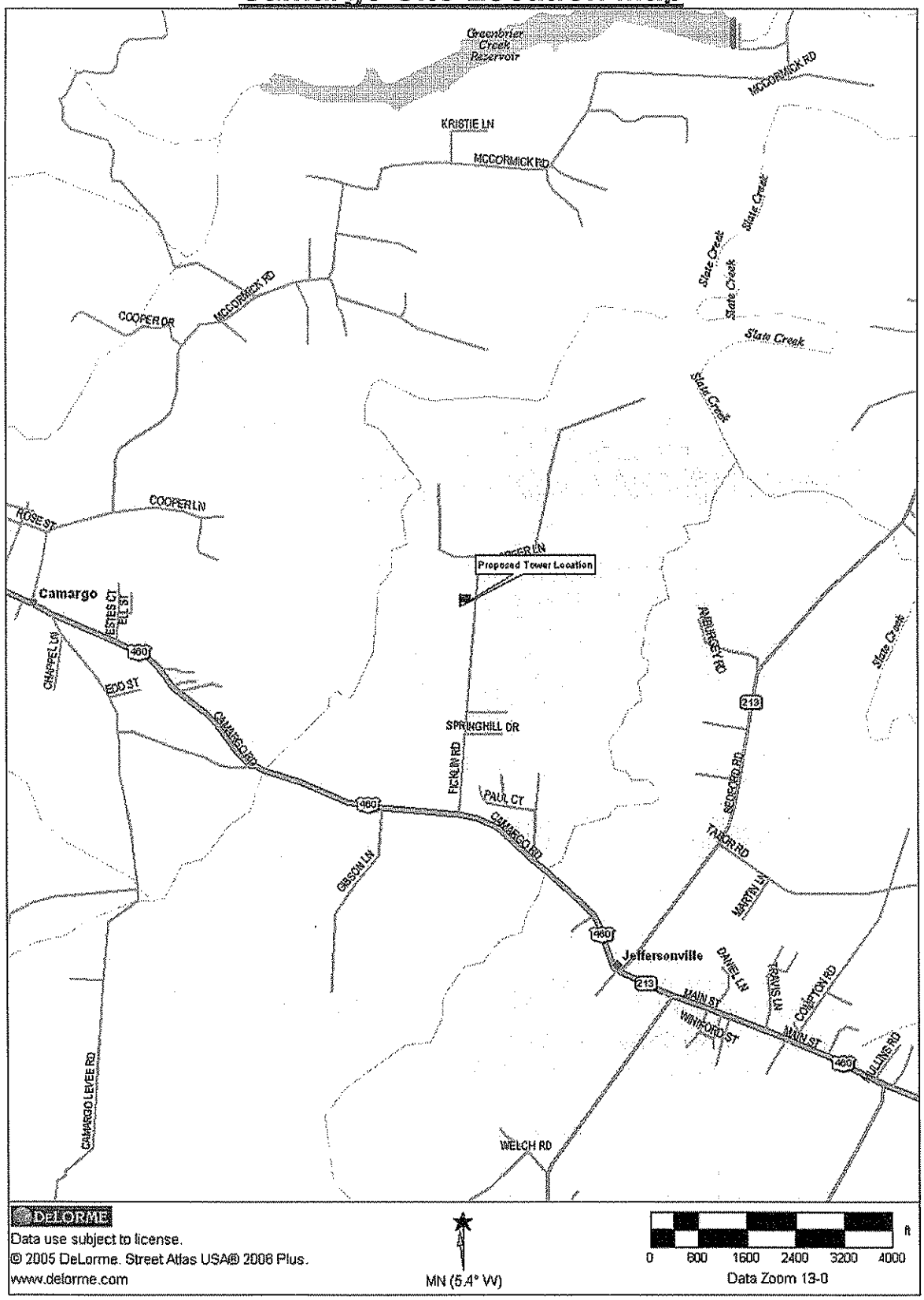


EXHIBIT M
COPY OF POSTED NOTICES

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 2006-00384 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 2006-00384 in your correspondence.

EXHIBIT N
COPY OF RADIO FREQUENCY DESIGN SEARCH AREA

cingular
fits you best℠

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

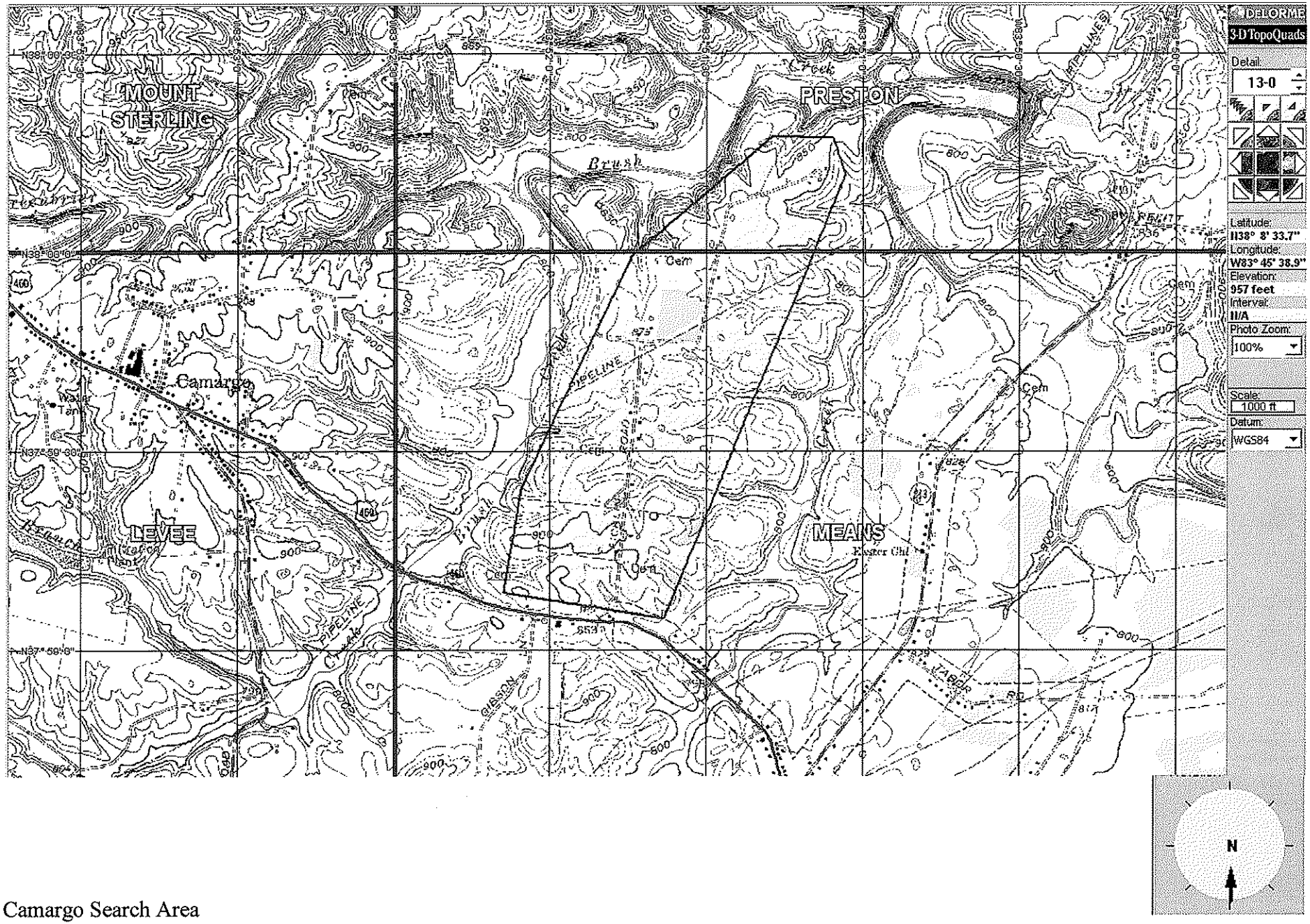
August 1, 2006

To Whom It May Concern:

Dear Sir or Madam:

This letter is to state the need of the proposed Cingular Wireless site called Camargo, to be located in Montgomery County, KY. The Camargo site is necessary to improve coverage and eliminate interference in southeastern Montgomery County. This site will improve the coverage and reduce interference on US Hwy 460, Ficklin Road, the town of Camargo, and the surrounding area. This area is currently not served by a cell site, which causes many quality issues for the customers. Currently customers in this area may experience poor to no signal strength and dropped calls. With the addition of this site, the customers in this area of Montgomery County will experience improved reliability, better coverage, and improved access to emergency 911 services.

Sherri A Lewis
RF Design Engineer



Camargo Search Area