

FOR THE PUBLIC RECORD

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

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NOV 02 2007

PUBLIC SERVICE
COMMISSION

IN THE MATTER OF:

APPLICATION OF SHARED SITES, LLC.)
AND AMERICAN CELLULAR CORPORATION)
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC)
CONVIENCE AND NECESSITY TO CONSTRUCT)
A WIRELESS COMMUNICATIONS FACILITY AT)
906 OLD PERRYVILLE LOOP)
SPRINGFIELD, KENTUCKY 40069)
IN THE WIRELESS COMMUNICATIONS LICENSE AREA)
IN THE COMMONWEALTH OF KENTUCKY)
IN THE COUNTY OF WASHINGTON)

SITE NAME: RINELTOWN
CASE NUMBER: 207-00321

Shared Sites, LLC. As ultimate owner, and American Cellular Corporation, as a licensed public utility in the commonwealth of Kentucky, make this application.

The property on which the Wireless Communications Facility ("WCF") will be built is located at 906 Old Perryville Loop, Springfield, Kentucky 40069. The WCF site is geographically positioned at N37° 40' 12.95" North latitude, W85° 09' 21.07" West longitude.

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UNIFORM APPLICATION: CONFIDENTIAL AND PROPRIETARY

Shared Sites, LLC. ("Shared Sites"), as ultimate owner, and American Cellular Corporation ("Provider") as a licensed public utility in the Commonwealth of Kentucky, hereinafter jointly referred to as "Applicants", respectfully submit their Application for a Certificate of Public Convenience and Necessity from the Public Service Commission to construct, maintain, and operate a Wireless Communications Facility ("WCF") to serve the customers of the Provider with wireless and telecommunications services, and other wireless service provider collocations in the area described herein.

In support of this Application, the Applicants respectfully provide and state the following information:

1. The complete names and addresses of the Applicants are:

Shared Sites, LLC., a Kentucky Limited Liability Company, having a mailing address of 1390 Chain Bridge Road #40, McLean, Virginia 22101 (703) 893-0806.

American Cellular Corporation, a Delaware Corporation, 3910 South Ave. Youngstown, OH 44512, 73134 having a local address of 124 South Keeneland Drive, Suite 1, Richmond, KY 40475, (606) 544-2355.

2. Shared Sites constructs, owns, manages, maintains, and operates independent communications networks. Shared Sites owns and manages safe, clean and well maintained facilities. Shared Sites facilities do not generate smoke, odors, noise, noxious gases, vibrations, or traffic increase. Shared Sites facilities will not pollute air, soil, or water, nor will they adversely affect radio or television reception or transmission. A certified copy of the Certificate of a Limited Liability Company issued by the Secretary of State of the State of West Virginia and a copy of the Certificate of Authorization which was issued by the Secretary of State of the Commonwealth of Kentucky for Shared Sites, LLC. are attached or described as part of **Exhibit A**. A copy of the Certificate of Authorization issued by the Secretary of State of the Commonwealth of Kentucky and a copy of the Certificate of Merger issued by the Secretary of State of the State of Delaware for the Provider are attached or described as part of **Exhibit B**.

3. After completion of the proposed WCF, Shared Sites will lease or license space on said tower and the surrounding site so the Provider may locate and operate its facility including all required antennas and appurtenances. The proposed WCF will serve an area completely within the Provider's Federal Communications Commission ("FCC")

licensed service area in the Commonwealth of Kentucky. The Provider is authorized to provide wireless service by the FCC and the PSC. A copy of the Provider's FCC license to provide wireless service is attached to this Application or described as part of **Exhibit C**. Shared Sites has located the proposed site in a manner such that other wireless communications service providers will desire to collocate on said tower, and will endeavor to provide all necessary facilities to make collocation attractive to them.

4. The public convenience and necessity require the construction of the proposed WCF. The construction of the WCF will bring the Provider's services to an area currently not served or not adequately served by the Provider and will thereby enhance the public's access to innovative and competitive wireless telecommunications services. The WCF will provide a necessary link in the Provider's telecommunications network that is designed to meet the increasing demands for wireless services in Kentucky's wireless communications licensed area. The WCF is an integral link in the Provider's network design that must be in place to cover the proposed service area.

5. Shared Sites' construction of the described WCF is desirable because it allows for the collocation of additional wireless service providers within this portion of the Kentucky wireless communications licensed area. These services may include telecommunications, wireless data transfer and internet services, wireless cable, paging systems, 911 service, and other new products currently being developed in the wireless industry. In addition, the WCF will be available for use by governmental agencies and providers of emergency services. The WCF will provide a necessary link in Shared Sites' and the Provider's wireless infrastructure networks, and Shared Sites, as part of its business structure, will diligently pursue and encourage other wireless providers to collocate on the WCF. These services will provide increased competition in the in the local

Kentucky telecommunications market, which will, in turn, promote competitive pricing, quality, and coverage options to users of telecommunications services in this area. Shared Sites' vested interest in the collocation of wireless service providers promotes the same goals for the local consumers.

6. The Applicants propose to construct a WCF at 906 Old Perryville Loop, Springfield, Kentucky 40069 (37° 40' 12.95" North latitude, W85° 09' 21.07" West longitude). In an area located entirely within the county referenced in the caption of this application. The property on which the WCF will be located is owned by Mattie Francis Hatchett. The proposed WCF will consist of a 320 foot guyed tower with an approximately 6-foot lightning arrester attached to the top, for a total height of 326 feet. The WCF will also include concrete foundations to accommodate the placement of the Provider's proprietary radio electronics equipment. The equipment will be housed in a prefabricated cabinet or shelter that will contain: (i) the transmitting and receiving equipment required to connect the WCF with the Provider's users in Kentucky, (ii) telephone lines that will link the WCF with the Provider's other facilities, (iii) battery back-up that will allow the Provider to operate even after a loss of outside power, and (iv) all other necessary appurtenances. The Provider's equipment cabinet or shelter will be approved for use in the commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as **Exhibit D** and **Exhibit E**. Periodic inspections will be performed on the WCF in accordance with the applicable regulations or requirements of the PSC. The list of competing utilities, corporations, or persons is attached as **Exhibit F**.

7. Reduced copies of the site development plan have been included as **Exhibit D** and **Exhibit E** of this application. A vertical profile sketch of the WCF signed and sealed

by a professional engineer registered in Kentucky depicting the tower height, as well as a proposed configuration for the antennas of the provider and future antenna mounts, has also been included as part of **Exhibit E**. Foundation design plans and a description of the standards according to which the tower was designed signed and sealed by a professional engineer registered in Kentucky is included as part of **Exhibit D**.

8. The Applicants have considered the likely effects of the installation of the proposed WCF on nearby land uses and values and have concluded there is no more suitable location reasonably available from which adequate services can be provided, and that there are no reasonably available opportunities to collocate. The Applicants have attempted to collocate on suitable existing structures such as telecommunications towers or other suitable structures capable of supporting the Provider's facilities. No other suitable and available collocation site was found to be located in the vicinity of the site. Information regarding the Applicants' efforts to achieve collocation in the vicinity are presented as **Exhibit G**.

9. The Applicants have conducted a preliminary aeronautical evaluation for the proposed WCF. The evaluation determined that the proposed structure height at this site meets Federal Aviation Administration ("FAA") Regulation requirements. Furthermore, FAA notice is required for the proposed construction, and lighting or marking requirements may be applicable to this facility. A copy of the FAA Application is attached as **Exhibit H**. Upon receiving a "Determination" from the FAA, the Applicants will forward a copy as a supplement to this Application Proceeding

10. A copy of the Kentucky Airport Zoning Commission ("KAZC") Application for the proposed WCF is attached as **Exhibit I**. Upon receiving authorization from the KAZC,

the Applicants will forward a copy of the determination as a supplement to this Application Proceeding

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

12. A geotechnical-engineering firm has performed soil boring(s) and subsequent geotechnical-engineering studies at the WCF site under the supervision of a professional engineer registered in the Commonwealth of Kentucky who specializes in geotechnical engineering, including subsurface exploration. The geotechnical-engineering firm has performed many such studies for the communications industry. A copy of the geotechnical-engineering report and evaluation signed and sealed by a professional engineer registered in the Commonwealth of Kentucky who specializes in geotechnical engineering, including subsurface exploration, is attached as **Exhibit J**. The name and address of the geotechnical-engineering firm and the professional engineer registered in the Commonwealth of Kentucky who supervised the examination of this WCF site are included in **Exhibit J**.

13. Clear directions to the proposed WCF site from the County seat are attached as **Exhibit K**. The name and address of the preparer of **Exhibit K** is included in **Exhibit K**.

14. Shared Sites, pursuant to a written agreement, has acquired the right to use the WCF site and associated property rights. A copy of the agreement or an abbreviated agreement recorded with the County Clerk is attached as **Exhibit L**. Also included as part of **Exhibit L** 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 .

15. Personnel directly responsible for the design and construction of the proposed WCF are well-qualified and experienced. Nello Corporation (the Tower Manufacturer) performed the tower and foundation design. The Tower Manufacturer is a nationally recognized manufacturer and designer of communication towers. The Tower Manufacturer has designed and installed communications towers throughout North America. The Tower Manufacturer has assigned Dan Ianello and/or Dennis Abel, both professional engineers registered in the commonwealth of Kentucky, to design the Tower for the WCF. Both engineers specialize in the design and engineering of guyed, self support and monopole structures, and have extensive experience in the design and construction of projects similar to the Applicants'. These projects include the design of towers and the required foundations of many other wireless facilities. All of the designs have been/will be signed and sealed by Dan Ianello and/or Dennis Abel. The construction of the proposed WCF will be performed by Shared Sites or their agents who are insured and experienced tower erection specialists. The Project Manager, David Jantzi, will manage the construction of the WCF and the tower erection. David has been erecting towers for the telecommunications industry for over 15 years. All tower designs will meet or exceed applicable laws and regulations.

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

17. 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 has been designed to withstand a wind loading of 70

m.p.h. with ½ inch of radial ice. This tower has been designed in accordance with the Electronic Industries Association (“EIA”) 222-F 1996 Standards, which have been accepted and approved by ANSI and is a nationally recognized tower design standard. Similarly, the proposed WCF design has been developed with consideration of potential ground shaking based on a negligible seismic zone of 1. Seismic loading is regarded as secondary to the wind loading.

18. The site development plan signed and sealed by a professional engineer registered in Kentucky was prepared by David B. Sharp, and was designed from a survey performed by Mike McKinney. This site development plan 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 Property Valuation Administrator) and is incorporated in the survey as part of **Exhibit E**. 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 incorporated in the survey as part of **Exhibit E**.

19. Shared Sites, on behalf of itself and the Provider, has notified every person who owns property within 500 feet of the proposed tower by certified mail, return receipt requested, of the proposed construction. Each property owner has 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 N** and **Exhibit O**, respectively.

20. Shared Sites, on behalf of itself and the Provider, has notified the Washington County Judge Executive by certified mail, return receipt requested, of the proposed construction. This notice informed the Washington County Judge Executive of his/her right to request intervention. A copy of this notice is attached as **Exhibit P**.

21. Two appropriate notice signs measuring at least two (2) feet in height and four (4) feet in width with all required language in letters of required height have been posted in a visible location on the proposed site and on the nearest public road and shall remain posted for at least two (2) weeks after filing of the Application. Copies of the postings are attached as **Exhibit Q**. The location of the proposed facility has been published in a newspaper of general circulation in the county where the WCF is located.

22. The general character of the area in which the WCF is proposed is agricultural with some sparse residential and the existing land use of the specific property involved is agricultural pasture. The property where WCF is proposed to be constructed is not zoned.

23. The process that was used in selecting the site for the proposed WCF by the Applicants' radio frequency engineers was consistent with the process used for selecting generally all other existing and proposed WCF facilities within the proposed network design area. Before beginning the acquisition process, the Applicants carefully evaluated the location of the required WCF for possible collocation opportunities on existing structures. Radio Frequency Engineers used computer programs to evaluate the most effective coverage design for facilitating collocation potential on the proposed tower. Shared Sites and the Provider's radio frequency engineers have combined their efforts in order to develop a highly efficient network that is designed to serve the Federal Communications Commission licensed territory without extending beyond the Provider's approved boundary. The engineers selected the optimum vicinity in terms of elevation and location to provide the best quality service to customers in the service area. A proposed coverage area was considered by the Applicants when searching for sites that would provide both (i) the coverage deemed necessary by the Provider, and (ii) the coverage deemed necessary by

Shared Sites to permit the integration of the proposed WCF into Shared Sites' overall network design. No suitable towers or existing structures were found in the immediate area which would meet the technical requirements for this element of the telecommunications network. 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, pursuant to radio frequency requirements, be located is attached as **Exhibit R**.

24. A grid map showing the location of all existing cellular antenna towers that includes the general position of proposed construction sites for new cellular antenna towers within the Commission's jurisdiction and one-half mile outside the boundary of the planning unit's jurisdiction if that area contains either existing or proposed construction sites for cellular antenna towers is attached as **Exhibit S**.

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 Jantzi
Boulevard Properties, LLC
7383 Utica Blvd.
Lowville, NY 13367
Telephone: (315) 523-6258

And

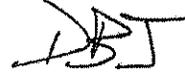
Kamal Doshi
Shared Sites, LLC
1390 Chain Bridge Road #40
McLean, VA 22101

Wherefore, the applicants respectfully request that the PSC accept the foregoing Application for filing and having met the requirements of KRS 278.020 and all applicable rules and regulations of the PSC, grant a Certificate of Public Convenience and Necessity to construct and operate the WCF at the location set forth herein for the respective networks in the commonwealth of Kentucky.

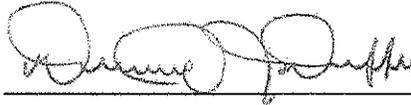
Respectfully submitted,



Kamal Doshi
Shared Sites, LLC
1390 Chain Bridge Road #40
McLean, Virginia 22101
Telephone: (703) 893-0806



And



Timothy J. Duffy
Chief Technical Officer / Senior Vice President
Network Operations & Engineering
American Cellular Corporation
14201 Wireless Way
Oklahoma City, OK 73134
(405) 529-8660



LIST OF EXHIBITS

- A. Certificate of LLC from the State of West Virginia and copy of application for Certificate of Authority to the State of Kentucky for Shared Sites, LLC.
- B. Certificate of Authorization from the State of Kentucky and Certificate of Merger for American Cellular Corporation
- C. Copy of FCC license for American Cellular Corporation
- D. Tower and Foundation Plan
- E. Site Development Plan:
 - Vicinity Map
 - Property Owner Listing
 - 500' Vicinity Map
 - Legal Descriptions
 - Site Plan
 - Vertical Tower Profile
- F. Competing Utilities, Corporations, or Persons List
- G. Collocation Report
- H. Application to FAA
- I. Application to Kentucky Airport Zoning Commission
- J. Geotechnical report
- K. Directions to WCF Site
- L. Copy of Real Estate Agreement
- M. Flood Plain Certification
- N. Certification of Notification
- O. Copy of Property Owner Notification
- P. Copy of County Judge Executive Notice
- Q. Copy of Posting Notices
- R. Copy of Radio Frequency Design Search Area
- S. Tower Map for Subject County

EXHIBIT A

**CERTIFICATE OF LLC FROM THE
STATE OF WEST VIRGINIA**

AND

**CERTIFICATE OF AUTHORITY FROM THE
COMMONWEALTH OF KENTUCKY**

FOR SHARED SITES WV, LLC

@
lm

State of West Virginia



Certificate

I, Betty Ireland, Secretary of State of the State of West Virginia, hereby certify that

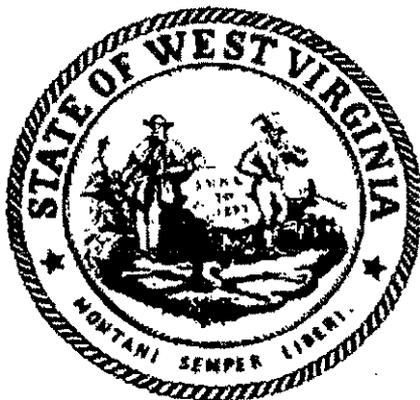
SHARED SITES WV, LLC

Control Number: 90252

has filed its "Articles of Organization" in my office according to the provisions of West Virginia Code §§31B-2-203 and 206. I hereby declare the organization to be registered as a limited liability company from its effective date of December 20, 2006 until the expiration of the term or termination of the company.

Therefore, I hereby issue this

CERTIFICATE OF A LIMITED LIABILITY COMPANY



Given under my hand and the Great Seal of the State of West Virginia on this day of December 20, 2006

Betty Ireland

Secretary of State

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,

SHARED SITES WV, LLC

, a limited liability company organized under the laws of the state of West Virginia, is authorized to transact business in the Commonwealth of Kentucky and received the authority to transact business in Kentucky on December 20, 2006.

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.

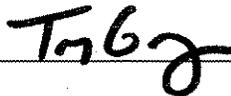
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 7th day of February, 2007.

Certificate Number: 43278

Jurisdiction: Boulevard Properties, LLC

Visit <http://apps.sos.ky.gov/business/obdb/certvalidate.aspx> to validate the authenticity of this certificate.





Trey Grayson
Secretary of State
Commonwealth of Kentucky
43278/0653332



EXHIBIT B

**CERTIFICATE OF AUTHORIZATION FROM THE
COMMONWEALTH OF KENTUCKY**

AND

**CERTIFICATE OF INCORPORATION FROM THE
STATE OF DELAWARE**

FOR AMERICAN CELLULAR CORPORATION

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,

AMERICAN CELLULAR CORPORATION

, a corporation organized under the laws of the state of Delaware, is authorized to transact business in the Commonwealth of Kentucky, and received the authority to transact business in Kentucky on January 20, 2004.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that an application for certificate of withdrawal has not been filed; and that the most recent annual report required by KRS 271B.16-220 has been delivered to the Secretary of State.

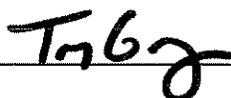
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 13th day of February, 2006.

Certificate Number: 26879

Jurisdiction: Shared Sites, LLC

Visit <http://apps.sos.ky.gov/business/obdb/certvalidate.aspx> to validate the authenticity of this certificate.





Trey Grayson
Secretary of State
Commonwealth of Kentucky
26879/0576718

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 07/29/1999
991313174 - 2222565

FOURTH RESTATED CERTIFICATE OF INCORPORATION

OF

AMERICAN CELLULAR CORPORATION

It is hereby certified that:

1. (a) The present name of the corporation (hereinafter called the "Corporation") is American Cellular Corporation;
(b) The name under which the Corporation was originally incorporated is PriCellular Corporation, and the date of filing the original Certificate of Incorporation of the Corporation with the Secretary of State of the State of Delaware is February 21, 1990.
2. The Certificate of Incorporation of the Corporation is hereby amended by striking out Section 6 of Article V thereof and by substituting in lieu thereof a new Section 6 of Article V which is set forth in the Fourth Restated Certificate of Incorporation hereinafter provided for.
3. The provisions of the Certificate of Incorporation of the Corporation as heretofore amended and/or supplemented, and as herein amended, are hereby restated and integrated into the single instrument which is hereinafter set forth, and which is entitled Fourth Restated Certificate of Incorporation of American Cellular Corporation without any further amendments other than the amendments herein certified and without any discrepancy between the provisions of the Certificate of Incorporation as heretofore amended and supplemented and the provisions of the said single instrument hereinafter set forth.
4. The amendment and the restatement of the Certificate of Incorporation herein certified have been duly adopted by the stockholders in accordance with the provisions of Sections 228, 242, and 245 of the General Corporation Law of the State of Delaware.
5. The Certificate of Incorporation of the Corporation, as amended and restated herein, shall at the effective time of this Fourth Restated Certificate of Incorporation, read as follows:

ARTICLE I

The name of the corporation (the "Corporation") is:

American Cellular Corporation

ARTICLE II

The address of its registered office in the State of Delaware is 1013 Centre Road, in the City of Wilmington, County of New Castle, 19805. The name of its registered agent at such address is Corporation Service Company.

ARTICLE III

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE IV

The total number of shares of stock which the Corporation shall have authority to issue is five million five hundred thousand (5,500,000), of which five hundred thousand (500,000) shall be Common Stock, \$.01 par value, and five million (5,000,000) shall be Preferred Stock, \$.01 par value. Four hundred seventy-five thousand (475,000) shares of Common Stock shall be designated voting Class A Common Stock, and twenty-five thousand (25,000) shares of Common Stock shall be designated non-voting Class B Common Stock.

All shares of Class A Common Stock and Class B Common Stock shall be identical in every respect, except that the non-voting Class B Common Stock shall carry no right to vote for the election of directors, and no right to vote on any matter presented to the stockholders for their vote or approval, except only as the laws of the State of Delaware shall require that voting rights be granted to such non-voting shares.

Shares of Class B Common Stock shall be convertible into shares of Class A Common Stock on a one-for-one basis, subject to appropriate adjustment to reflect any stock split, reverse stock split, stock dividend or other similar change in the Class A Common Stock or Class B Common Stock.

The Board of Directors is authorized, subject to limitations prescribed by law and the provisions of this Article IV, to provide for the issuance of the shares of Preferred Stock in series, and by filing a certificate pursuant to the applicable law of the State of Delaware, to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions thereof.

The authority of the Board with respect to each series shall include, but not be limited to, determination of the following:

- (a) The number of shares constituting that series and the distinctive designation of that series;
- (b) The dividend rate on the shares of that series, whether dividends shall be cumulative, and, if so, from which date or dates, and the relative rights of priority, if any, of payment of dividends on shares of that series;
- (c) Whether that series shall have voting rights, in addition to the voting rights provided by law, and, if so, the terms of such voting rights;
- (d) Whether that series shall have conversion privileges, and, if so, the terms and conditions of such conversion, including provision for adjustment of the conversion rate in such events as the Board of Directors shall determine;
- (e) Whether or not the shares of that series shall be redeemable, and, if so, the terms and conditions of such redemption, including the date or dates upon or after which they shall be redeemable, and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption dates;
- (f) Whether that series shall have a sinking fund for the redemption or purchase of shares of that series, and, if so, the terms and amount of such sinking fund;
- (g) The rights of the shares of that series in the event of voluntary or involuntary liquidation, dissolution or winding up of the Corporation, and the relative rights of priority, if any, of payment of shares of that series; and
- (h) Any other relative rights, preferences and limitations of that series.

Dividends on outstanding shares of Preferred Stock shall be paid or declared and set apart for payment before any dividends shall be paid or declared and set apart for payment on the common shares with respect to the same dividend period.

If upon any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the assets available for distribution to holders of shares of Preferred Stock of all series shall be insufficient to pay such holders the full preferential amount to which they are entitled, then such assets shall be distributed ratably among the shares of all

series of Preferred Stock in accordance with the respective preferential amounts (including unpaid cumulative dividends, if any) payable with respect thereto.

ARTICLE V

The Corporation hereby designates the following series of Preferred Stock, which series shall have the voting powers, preferences and relative, participating, optional and other special rights of the shares of such series, and the qualifications, limitations or restrictions thereof as set forth below in this Certificate:

Section 1. DESIGNATION AND AMOUNT.

The shares of such series shall be designated as the "Series A Preferred Stock" (the "Series A Preferred Stock") and the number of shares initially constituting such series shall be 3,250,000, which number may be decreased (but not increased) by the Board of Directors without a vote of stockholders; PROVIDED, HOWEVER, that such number may not be decreased below the number of then currently outstanding shares of Series A Preferred Stock. The "Stated Value" per share of the Series A Preferred Stock shall be equal to \$100.

Section 2. DIVIDENDS AND DISTRIBUTIONS.

(a) The holders of shares of Series A Preferred Stock, in preference to and in priority over the holders of shares of any stock of the Corporation ranking junior to the Series A Preferred Stock with respect to the payment of dividends or the distribution of assets, whether upon liquidation, dissolution, winding up or otherwise ("Junior Stock"), shall be entitled to receive, when and as declared by the Board of Directors, out of funds legally available for the payment of dividends, dividends on the Series A Preferred Stock, which shall accrue on a daily basis (computed on the basis of a 360-day year of twelve 30-day months) at the rate per annum of twelve percent (12.0%), compounded quarterly, on the Stated Value (plus all accrued or accumulated but unpaid dividends) of each share of Series A Preferred Stock from the date of original issuance thereof until the redemption of the Series A Preferred Stock pursuant to Section 3 hereof.

(b) Dividends shall accrue and be cumulative whether or not they have been declared and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends. Dividends shall be payable quarterly, in arrears, on the last day of each December, March, June and September (each, a "Dividend Payment Date"). The amount of dividends payable on each Dividend Payment Date shall be determined by applying the rate specified in Section 2(a) from but excluding the immediately preceding Dividend Payment Date (or from but excluding the date of issuance of shares of Series A Preferred Stock with respect to the first dividend period) to and including the Dividend Payment Date. Dividends shall be paid in cash. If the payment date does not occur on a regular Dividend Payment Date, dividends shall be calculated on the basis of the actual number of days elapsed from but excluding the immediately preceding Dividend Payment Date to and including the redemption date or such final distribution date.

(c) To the extent dividends are not paid on a Dividend Payment Date, all dividends which shall have accrued on each share of Series A Preferred Stock outstanding as of such Dividend Payment Date shall be accumulated dividends.

(d) Dividends payable on each Dividend Payment Date shall be paid to the record holders of the shares of Series A Preferred Stock as they appear on the books of the Corporation at the close of business on the 10th Business Day immediately preceding the respective Dividend Payment Date or on such other record date as may be fixed by the Board of Directors of the Corporation in advance of a Dividend Payment Date, provided that no such record date shall be less than ten (10) not more than sixty (60) calendar days preceding such Dividend Payment Date. For purposes hereof, "Business Day" means any day other than a Saturday, Sunday, or a day on which commercial banks in the City of New York are authorized or obligated by law or executive order to close.

(e) Each fractional share of Series A Preferred Stock outstanding shall be entitled to a ratably proportional amount of all dividends accruing with respect to each outstanding share of Series A Preferred Stock, and all such dividends with respect to such outstanding fractional shares shall be fully cumulative and shall accrue, whether or not declared, and shall be payable in the same manner and at such times as provided herein with respect to dividends on each outstanding share of Series A Preferred Stock.

(f) All dividends paid with respect to shares of Series A Preferred Stock pursuant to Section 2(a) shall be paid pro rata to the holders entitled thereto.

(g) So long as any shares of Series A Preferred Stock are outstanding:

(i) No dividend or other distribution shall be declared or paid, or set apart for payment on or in respect of, any Junior Stock, either directly or indirectly, whether in cash obligations, shares of the Corporation or other property (other than dividends or distributions payable in shares of Junior Stock or in rights to purchase Junior Stock), nor shall any Junior Stock, or any warrants, rights, calls or options exercisable for or convertible into any Junior Stock, be redeemed, purchased, retired or otherwise acquired for any consideration (or any money be paid to a sinking fund or otherwise set apart for the purchase or redemption of any such Junior Stock or any warrants, rights, calls or options exercisable for or convertible into any Junior Stock), unless as of such date the Corporation has paid all dividends accrued and payable to date on the Series A Preferred Stock in full and paid all amounts due in respect of its redemption obligations under Section 3; provided that notwithstanding the foregoing, the Company may effect purchases or redemptions pursuant to employee stock subscription agreements with officers and key employees of the Corporation and its subsidiaries.

(ii) No shares of Series A Preferred Stock shall be redeemed, purchased or otherwise acquired for any consideration (or any money be paid to a sinking fund or otherwise set apart for the purchase or redemption of any such Series A Preferred Stock) by the Corporation unless (A) the full cumulative dividends on all outstanding shares of Series A Preferred Stock shall have been or contemporaneously are declared and paid for all dividend periods terminating on or prior to the date on which such redemption, purchase or other payment is to occur, or (B) all shares of Series A Preferred Stock are simultaneously redeemed as provided in Section 3 hereof.

SECTION 3. REDEMPTION.

(a) The Corporation shall have the right, at its sole option and election, to redeem outstanding shares of Series A Preferred Stock, in whole or in part (pro-rata among the outstanding shares of Series A Preferred Stock) at any time; PROVIDED, HOWEVER, that the Corporation shall not optionally redeem less than \$5,000,000 in the aggregate of the stated amount of shares of Series A Preferred Stock at any one time.

(b) On September 30, 2008, the Corporation shall redeem one-third of the shares of Series A Preferred Stock then outstanding. On September 30, 2009, the Corporation shall redeem one-half of the shares of Series A Preferred Stock then outstanding. On September 30, 2010, the Corporation shall redeem all remaining shares of Series A Preferred Stock then outstanding.

(c) The redemption price per share for Series A Preferred Stock redeemed on any optional or mandatory redemption date (the "Redemption Price") shall be equal to the Stated Value per share of the shares to be redeemed plus an amount equal to the aggregate dollar amount of all accrued or accumulated and unpaid dividends through the redemption date. The Redemption Price shall be paid in cash from any source of funds legally available therefor.

(d) Not less than thirty (30) nor more than sixty (60) days prior the redemption date, a notice specifying the time and place of such redemption shall be given by first class mail, postage prepaid, to the holders of record of the shares of Series A Preferred Stock to be redeemed at their respective addresses as the same shall appear on the books of the Corporation (but no failure to mail such notice or any defect therein shall affect the validity of the proceedings for redemption except as to the holder to whom the Corporation has failed to mail such notice or except as to the holder whose notice was defective), calling upon each such holder of record to surrender to the Corporation on the redemption date at the place designated in such notice such holder's certificate or certificates representing the then outstanding shares of Series A Preferred Stock held by such holder called for redemption. On or after the redemption date, each holder of shares of Series A Preferred Stock called for redemption shall surrender his certificate or certificates for such shares to the Corporation at the place designated in the redemption notice and shall thereupon be entitled to receive payment of the Redemption Price in the manner set forth in Section 3(c) above. If the redemption is delayed for any reason, dividends shall continue to accrue on the shares of Series A Preferred Stock, and shall be added in and become a part of the Redemption Price of such shares, until the Redemption Price, as so adjusted, for such shares is paid in full.

Section 4. REACQUIRED SHARES. Any shares of Series A Preferred Stock converted, redeemed, purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and canceled promptly after the acquisition thereof, and, if necessary to provide for the lawful redemption or purchase of such shares, the capital represented by such shares shall be reduced in accordance with the General Corporation Law of the State of Delaware. All such shares upon their cancellation become authorized but unissued shares of Preferred Stock, par value \$.01 per share, of the Corporation and may be reissued as part of another series of Preferred Stock, par value \$.01 per share, of the Corporation.

(a) If the Corporation shall adopt a plan of liquidation or of dissolution, or commence a voluntary case under the Federal bankruptcy laws or any other applicable state or Federal bankruptcy, insolvency or similar law, or consent to the entry of an order for relief in any involuntary case under any such law or to the appointment of a receiver, liquidator, assignee, custodian, trustee or sequestrator (or similar official of the Corporation) or of any substantial part of its property, or make an assignment for the benefit of its creditors, or admit in writing its inability to pay its debts generally as they become due, or if a decree or order for relief in respect of the Corporation shall be entered by a court having jurisdiction in the premises in an involuntary case under the Federal bankruptcy laws or any other applicable Federal or state bankruptcy, insolvency or similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Corporation or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and any such decree or order shall be unstayed and in effect for a period of 90 consecutive days and on account of such event the Corporation shall liquidate, dissolve or wind up, or upon any other liquidation, dissolution or winding up of the Corporation, no distribution shall be made to the holders of shares of Junior Stock, unless prior thereto, the holders of shares of Series A Preferred Stock shall have received in cash the Stated Value per share in respect of all outstanding shares plus all accrued or accumulated but unpaid dividends thereon to and including the date fixed for such liquidation.

(b) No payment on account of any such liquidation, dissolution or winding-up of the Corporation shall be paid to any holder of shares of Series A Preferred Stock unless there shall be paid at the same time to all holders of shares of Series A Preferred Stock proportionate amounts determined ratably in proportion to the full amounts to which the holders of all outstanding shares of Series A Preferred Stock are respectively entitled with respect to such distribution.

(c) After payment of the full amount of the liquidation preference to which the holders of shares of Series A Preferred Stock are entitled under Section 5(a), such holders will not be entitled to any further participation in any distribution of assets of the Corporation.

(d) Written notice of any liquidation, dissolution or winding-up of the Corporation, stating the payment date or dates when and the place or places where the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage prepaid, not less than fifteen (15) days prior to any payment date stated therein, to the holders of record of the shares of Series A Preferred Stock at their respective addresses as the same shall appear in the records of the Corporation.

(e) Any voluntary sale, conveyance, exchange or transfer of all or substantially all of the property or assets of the Corporation or the consolidation or merger of the Corporation with or into one or more other corporations in which the holders of capital stock of the Corporation entitled to vote in the election of directors prior to the consummation of such event own less than 50% of the capital stock of the surviving corporation entitled to vote in the election of directors shall be deemed to be a liquidation, winding-up or dissolution of the Corporation, and the only amounts payable

to the holders of the Series A Preferred Stock upon any such consolidation, merger or sale of the Corporation shall be the liquidation preference set forth in Section 5(a).

Section 6. INFORMATION RIGHTS.

The Corporation will furnish to each person who, together with its affiliates, holds shares of Series A Preferred Stock having an aggregated Stated Value of at least \$5,000,000 the following reports:

- (a) As soon as practicable after the end of each fiscal year, and in any event within ninety (90) days thereafter, audited consolidated balance sheets of the Corporation as of the end of such fiscal year, and consolidated statements of income and cash flows of the Corporation for such year, prepared in accordance with generally accepted accounting principles and setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and certified by independent public accountants of national standing selected by the Corporation.
- (b) As soon as practicable, but in any event within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of the Corporation, unaudited balance sheets of the Corporation as of the end of each such quarter, and consolidated statements of income and cash flows of the Corporation for each such quarter, all prepared in accordance with generally accepted accounting principles.
- (c) As soon as practicable after the end of each month, selected monthly financial information concerning the Corporation, including a detailed statement of revenues and expenses and other subscriber, capital expenditure and relevant system information.
- (d) At least ten (10) days prior to submission thereof to the Corporation's Board of Directors for approval, the Company's budget and operating plan (including projected balance sheets and profit and loss and cash flow statements) for each fiscal year.

SECTION 7. VOTING.

Except as otherwise required by law, holders of shares of Series A Preferred Stock shall have no voting rights; PROVIDED HOWEVER, that so long as any of the Series A Preferred Stock is outstanding, the Corporation will not authorize, create or issue, or increase the authorized or issued amount of, any class or series of stock (or any security convertible or exchangeable therefor) ranking senior to or pari passu with the Series A Preferred Stock with respect to dividends or liquidation preference or reclassify or modify any Junior Stock such that it ranks senior to or pari passu with the Series A Preferred Stock with respect to dividends or liquidation preference without the affirmative vote or consent of the holders of at least 66-2/3% of the shares of Series A Preferred Stock then outstanding, voting as a separate class (given in person or by proxy, either in writing or by resolution adopted at a special meeting called for the purpose); and PROVIDED FURTHER, HOWEVER, that the Corporation will not amend, alter or repeal any of the provisions applicable to the Series A Preferred Stock set forth in its Certificate of Incorporation or in this Certificate so as to change adversely

(i) the dividend payable therein, (ii) the amount payable thereon upon liquidation or redemption or (iii) the mandatory redemption provisions applicable thereto, without the affirmative vote or consent of all holders of shares of Series A Preferred Stock then outstanding, voting as a separate class (given in person or by proxy, either in writing or by resolution adopted at a special meeting called for the purpose).

Each share of Series A Preferred Stock shall have one vote, and each fractional share shall have a corresponding fractional vote.

ARTICLE VI

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, amend or repeal the By-laws of the Corporation.

ARTICLE VII

Election of directors need not be by written ballot unless the By-laws of the Corporation shall so provide.

ARTICLE VIII

Section 1. DIRECTOR'S LIABILITY. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director to the fullest extent permitted by Delaware Law.

SECTION 2. RIGHTS OF INDEMNIFICATION AND PAYMENT OF EXPENSES.

(a) Each person (and the heir's, executors or administrators of such person) who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is a legal representative, is or was a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; PROVIDED, HOWEVER, that, except as provided in subsection (b) hereof, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; PROVIDED, HOWEVER, that if the Delaware General Corporation Law requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Section or otherwise. The Corporation may, by action of the Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

(b) If a claim under subsection (a), of this Section 2 is not paid in full by the Corporation within 30 days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Delaware General Corporation Law for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation.

neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Certificate of Incorporation, Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

(d) The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law."

/s/ James J. Walter, Jr.

James J. Walter, Jr.,
Vice President

EXHIBIT C

COPY OF FCC LICENSE FOR AMERICAN CELLULAR

**Federal Communications Commission
Wireless Telecommunications Bureau
Radio Station Authorization**

LICENSEE NAME: American Cellular Corporation

RONALD L. RIPLEY
AMERICAN CELLULAR CORPORATION
14201 WIRELESS WAY
OKLAHOMA CITY OK 73134

| | |
|--|----------------------------------|
| FCC Registration Number (FRN) 0003767324 | |
| Call Sign KNK0346 | File Number 0001571120 |
| Radio Service CL - Cellular | |
| Market Number CMA446 | Channel Block A |
| Sub-Market Designator 0 | |

Market Name
Kentucky 4 - Spencer

| | | | | |
|---------------------------------|-------------------------------------|--------------------------------------|-------------------------------|---------------------------------|
| Grant Date 10-29-2002 | Effective Date 01-07-2004 | Expiration Date 10-01-2012 | Five Yr Build-Out Date | Print Date 01-14-2004 |
|---------------------------------|-------------------------------------|--------------------------------------|-------------------------------|---------------------------------|

SITE INFORMATION

| Location | Latitude | Longitude | Ground Elevation (meters) | Structure Hgt to Tip (meters) | Antenna Structure Registration No. | | | | |
|--|---------------------------|---------------|------------------------------|----------------------------------|---------------------------------------|--------|--------|--------|---------|
| 2 | 037-51-06.5 N | 085-56-45.4 W | 211.5 | 99.4 | 1045039 | | | | |
| Address 1301 Stinson Place | | | | | | | | | |
| City RADCLIFF County HARDIN State KY Construction Deadline | | | | | | | | | |
| ----- | | | | | | | | | |
| Antenna: 1 | Azimuth (from true north) | 0 | 45 | 90 | 135 | 180 | 225 | 270 | 315 |
| Antenna Height AAT(meters) | | 103.000 | 118.000 | 132.000 | 70.000 | 67.000 | 86.000 | 87.000 | 103.000 |
| Transmitting ERP(watts) | | 22.640 | 38.350 | 43.890 | 32.740 | 16.990 | 1.570 | 0.280 | 5.900 |

| Location | Latitude | Longitude | Ground Elevation (meters) | Structure Hgt to Tip (meters) | Antenna Structure Registration No. | | | | |
|---|---------------------------|---------------|------------------------------|----------------------------------|---------------------------------------|-----|-----|-----|-----|
| 3 | 037-49-14.0 N | 085-25-28.0 W | 220.1 | 110.4 | 1042220 | | | | |
| Address 291 Spencer Mattingly Lane | | | | | | | | | |
| City BARDSTOWN County NELSON State KY Construction Deadline | | | | | | | | | |
| ----- | | | | | | | | | |
| Antenna: 1 | Azimuth (from true north) | 0 | 45 | 90 | 135 | 180 | 225 | 270 | 315 |

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.

EXHIBIT D
TOWER AND FOUNDATION DESIGN



N E L L O

1301 Stahly Drive
P. O. Box 376
Nappanee, IN 46550

Phone: 574-773-4827
Fax: 574-773-5840
www.nelloinc.com

August 9, 2007

Mr. Matthew Wallack
Boulevard Properties
7383 Utica Blvd.
Lowville, NY 13367
mwallack@bivdlc.com

Re: Nello Tower and Foundation Designs for Kentucky

Dear Mr. Wallack:

This is in response to your inquiry about the design of your towers and foundations being located in Kentucky.

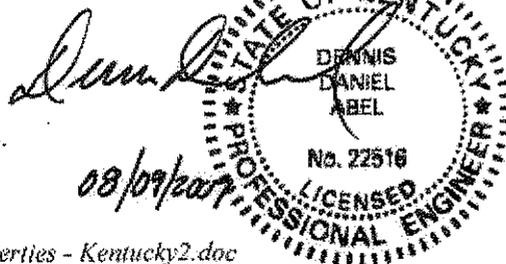
- The tower and foundation designs are reviewed and sealed by a Professional Engineer actively licensed in the State of Kentucky. More specifically, they will be sealed by me (KY PE #22516) or by Dan Ianello (KY PE #21958).
- We use a soil report to design the foundation. The soil report is then referenced in the foundation notes on the tower and foundation drawing.
- The full tower loading and reactions are used for the foundation design. The foundation design reactions are listed on the tower and foundation drawing.

This design criteria will be applied to all of the following sites:

- Camargo – Mount Sterling, Kentucky
- Rinetown – Springfield, Kentucky
- Cartwright Creek – Springfield, Kentucky
- Level Green – Mount Vernon, Kentucky
- Needmore – Danville, Kentucky
- Wolf Creek Dam – Jamestown, Kentucky
- Alpine – Burnside, Kentucky
- Elihu – Somerset, Kentucky
- Burdick – Campbellsville, Kentucky

If you have any other questions or concerns regarding these projects, please contact my by phone at 574-773-4827 ext. 222 or by e-mail at dabel@nelloinc.com.

Sincerely,

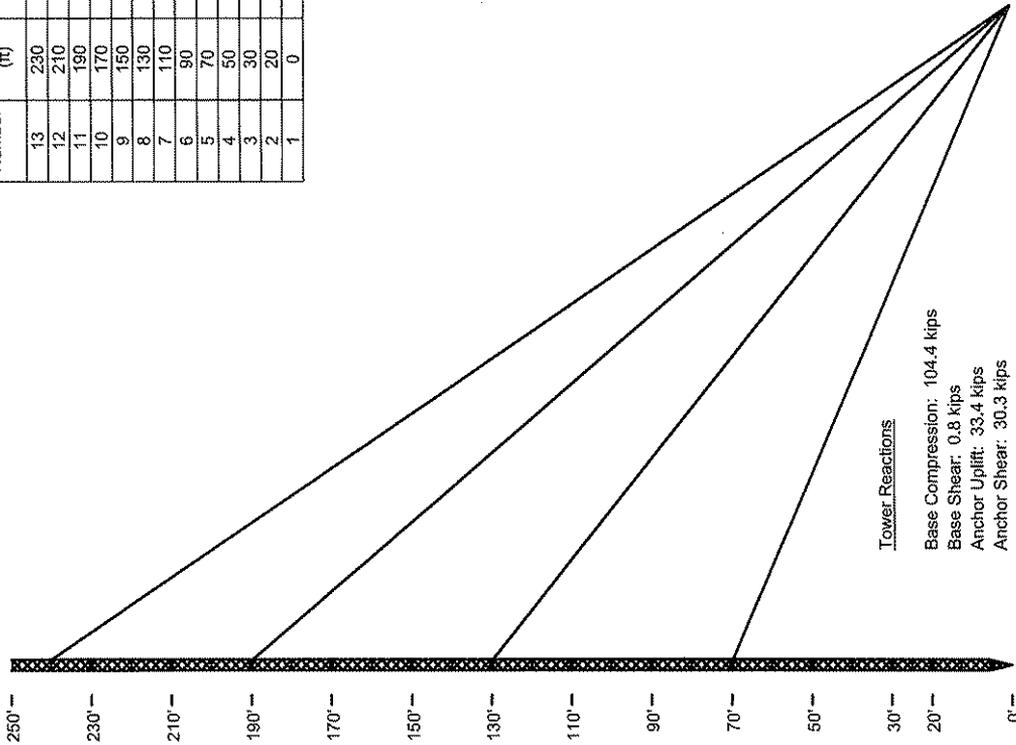


Dennis D. Abel, P.E.
Chief Engineer

N:\iso\Boulevard Properties - Kentucky2.doc

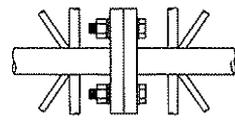
Guyed Tower Section Data

| Section Number | Bottom Elevation (ft) | Top Elevation (ft) | Model | Face Width (in) | Leg Type | Leg Size (in) | Diagonal Type | Diagonal Size (in) | Section Part Number | Section Weight (lb) | Leg Bolt Qty. | Leg Bolt Diameter (in) | Leg Bolt Length (in) |
|----------------|-----------------------|--------------------|-------|-----------------|-------------|---------------|---------------|--------------------|---------------------|---------------------|---------------|------------------------|----------------------|
| 13 | 230 | 250 | NGX | 33 | Solid Round | 1 1/2 | Solid Round | 5/8 | 110806 | 740 | 6 | 3/4 | 3 1/4 |
| 12 | 210 | 230 | NGX | 33 | Solid Round | 1 1/2 | Solid Round | 5/8 | 105969 | 720 | 6 | 3/4 | 3 1/4 |
| 11 | 190 | 210 | NGX | 33 | Solid Round | 1 1/2 | Solid Round | 5/8 | 105969 | 720 | 6 | 3/4 | 3 1/4 |
| 10 | 170 | 190 | NGX | 33 | Solid Round | 1 1/2 | Solid Round | 1/2 | 107946 | 650 | 6 | 3/4 | 3 1/4 |
| 9 | 150 | 170 | NGX | 33 | Solid Round | 1 1/2 | Solid Round | 1/2 | 105968 | 640 | 6 | 3/4 | 3 1/4 |
| 8 | 130 | 150 | NGX | 33 | Solid Round | 1 1/2 | Solid Round | 1/2 | 105968 | 640 | 6 | 3/4 | 3 1/4 |
| 7 | 110 | 130 | NGX | 33 | Solid Round | 1 1/2 | Solid Round | 1/2 | 107946 | 650 | 6 | 3/4 | 3 1/4 |
| 6 | 90 | 110 | NGX | 33 | Solid Round | 1 1/2 | Solid Round | 1/2 | 105968 | 640 | 6 | 3/4 | 3 1/4 |
| 5 | 70 | 90 | NGX | 33 | Solid Round | 1 1/2 | Solid Round | 1/2 | 105968 | 640 | 6 | 3/4 | 3 1/4 |
| 4 | 50 | 70 | NGX | 33 | Solid Round | 1 1/2 | Solid Round | 1/2 | 107946 | 650 | 6 | 3/4 | 3 1/4 |
| 3 | 30 | 50 | NGX | 33 | Solid Round | 1 1/2 | Solid Round | 1/2 | 105968 | 640 | 6 | 3/4 | 3 1/4 |
| 2 | 20 | 30 | NGX | 33 | Solid Round | 1 1/2 | Solid Round | 1/2 | 110808 | 300 | 6 | 3/4 | 3 1/4 |
| 1 | 0 | 20 | NGX | 33 | Solid Round | 1 1/2 | Solid Round | 5/8 | 109830 | 810 | 0 | 0 | 0 |



Tower Reactions

Base Compression: 104.4 kips
 Base Shear: 0.8 kips
 Anchor Uplift: 33.4 kips
 Anchor Shear: 30.3 kips



One lockwasher and one plain nut per bolt. See Guyed Tower Section Data table for number of bolts per section.

NGX Leg Connection Detail

| | | |
|--|---|--|
| <p>NELLO CORPORATION 1301 Stahly Drive Nappanee, IN 46550 Bus: (574)773-4827 Fax: (574)773-9840</p> | TITLE: Boulevard Properties NGX 33 x 250' Zula - Monticello, KY | DWG NO.: 112906 SHEET: 1 OF 10 |
| | DRAWN BY: RCH CHECKED: AJK ENG. APP: DDA | ORIG. DATE: 6/1/2007 DWG. PROG: V2.04 |
| | COPYRIGHT NOTICE: This drawing is the property of Nello Inc. It is not to be reproduced, copied or traced in whole or in part without our written consent. | |

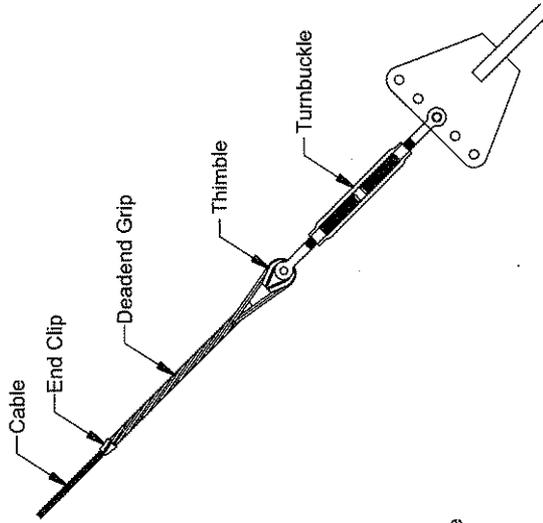
DESCRIPTION

REV BY DATE

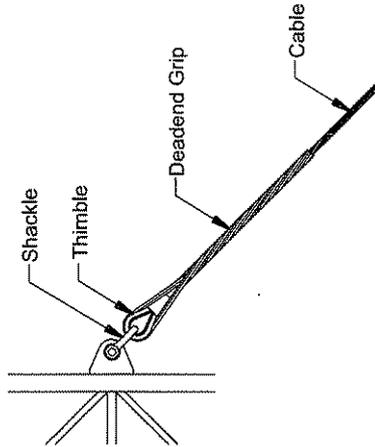
Guy Cable and Hardware Data

| Elevation (ft) | Cable Size (in) | Cable Type | Lug PN | Lug Hole Diameter (in) | Turnbuckle Size (in) | Shackle Size (in) | Thimble Size (in) | Deadend Grip (in) | End Sleeve (in) | Cut Length, Anchor A (ft) | Cut Length, Anchor B (ft) | Cut Length, Anchor C (ft) | Cut Length, Total (ft) |
|----------------|-----------------|------------|--------|------------------------|----------------------|-------------------|-------------------|-------------------|-----------------|---------------------------|---------------------------|---------------------------|------------------------|
| 240 | 1 1/16 | EHS | 104865 | 1 1/16 | 1 | 7/8 | 3/4 | 1 1/16 | 1 1/16 | 324 | 326 | 338 | 988 |
| 190 | 7/16 | EHS | 104865 | 1 1/16 | 7/8 | 5/8 | 1/2 | 7/16 | 7/16 | 282 | 284 | 294 | 860 |
| 130 | 3/8 | EHS | 104865 | 1 1/16 | 7/8 | 5/8 | 7/16 | 3/8 | 3/8 | 238 | 239 | 248 | 725 |
| 70 | 5/16 | EHS | 104865 | 1 1/16 | 7/8 | 5/8 | 7/16 | 5/16 | 5/16 | 205 | 206 | 212 | 623 |

There are 3 guy cables per level. The cut length is the theoretical chord length plus 8%.



**Guy Hardware Detail:
Anchor Termination**



**Guy Hardware Detail:
Tower Termination**

NELLO CORPORATION
 1301 Stately Drive
 Nappanee, IN 46650
 Bus: (574)773-4827
 Fax: (574)773-5840

TITLE:
 Boulevard Properties
 NGX 33 x 250'
 Zula - Monticello, KY

ORIG. DATE: 6/1/2007
DWG. PROG: v2.04

DWG NO: 112906
SHEET: 2 OF 10

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DRAWN BY: RCH
CHECKED: AJK
ENG. APP: DDA

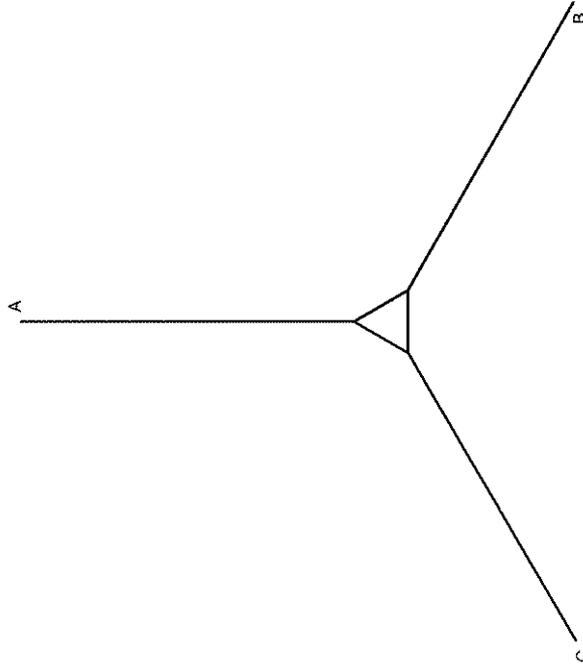
| REV | BY | DATE | DESCRIPTION |
|-----|----|------|-------------|
| | | | |

Guy Cable Initial Tension at Various Temperatures (lb)

| Guy Elevation (ft) | Anchor Location | 0 deg F | 20 deg F | 40 deg F | 60 deg F | 80 deg F | 100 deg F | 120 deg F |
|--------------------|-----------------|---------|----------|----------|----------|----------|-----------|-----------|
| 240 | A | 7380 | 6570 | 5770 | 5000 | 4260 | 3580 | 2990 |
| 240 | B | 7380 | 6570 | 5770 | 5000 | 4260 | 3580 | 2990 |
| 240 | C | 7380 | 6570 | 5770 | 5000 | 4260 | 3580 | 2990 |
| 180 | A | 2830 | 2500 | 2180 | 1870 | 1580 | 1320 | 1100 |
| 190 | B | 2830 | 2500 | 2180 | 1870 | 1580 | 1320 | 1100 |
| 190 | C | 2830 | 2500 | 2180 | 1870 | 1580 | 1320 | 1100 |
| 130 | A | 2220 | 1990 | 1760 | 1540 | 1330 | 1130 | 940 |
| 130 | B | 2220 | 1990 | 1760 | 1540 | 1330 | 1130 | 940 |
| 130 | C | 2220 | 1990 | 1760 | 1540 | 1330 | 1130 | 940 |
| 70 | A | 1630 | 1450 | 1290 | 1120 | 960 | 810 | 680 |
| 70 | B | 1630 | 1450 | 1290 | 1120 | 960 | 810 | 680 |
| 70 | C | 1630 | 1450 | 1290 | 1120 | 960 | 810 | 680 |

Maximum Guy Anchor Reactions

| Guy Radius (ft) | Anchor Location | Elevation Change (ft) | Uplift (kips) | Shear (kips) |
|-----------------|-----------------|-----------------------|---------------|--------------|
| 175 | A | -4 | 31.0 | 30.3 |
| 175 | B | -6 | 31.4 | 30.3 |
| 175 | C | -19 | 33.4 | 30.3 |



| | | |
|---|--|--|
| NELLO CORPORATION 1301 Stahly Drive Nappanee, IN 46550 Bus: (574)773-4827 Fax: (574)773-5840 | TITLE: Boulevard Properties NGX 33 x 250' Zula - Monticello, KY | DWG NO: 112906 SHEET: 3 OF 10 |
| | ORIG. DATE: 6/1/2007 DWG. PROG: v2.04 | DRAWN BY: RGH CHECKED: AJK ENG. APP: DDA |

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DESCRIPTION

DATE

REV BY

Antenna Loading

| Height | Qty. | Description |
|--------|------|--|
| 250' | 1 | Beacon (12" x 36") |
| 250' | 1 | 4' Lightning Rod |
| 250' | 12 | 8' x 1' x 4" Panel Antenna on 96" Pipe |
| 250' | 3 | 12' KD Sector Frames, No Pipes |
| 240' | 12 | 4' x 1' x 3" Panel Antenna on 48" Pipe |
| 240' | 3 | 12' KD Sector Frames, No Pipes |
| 230' | 12 | 8' x 1' x 4" Panel Antenna on 96" Pipe |
| 230' | 3 | 12' KD Sector Frames, No Pipes |
| 220' | 12 | 4' x 1' x 3" Panel Antenna on 48" Pipe |
| 220' | 3 | 12' KD Sector Frames, No Pipes |

Feedline Loading

| Height | Qty. | Description |
|-------------|------|----------------------|
| 0' - 250' | 1 | 1" Conduit |
| 0' - 250' | 12 | LD7-50A (1-5/8 FOAM) |
| 0' - 240' | 12 | LD7-50A (1-5/8 FOAM) |
| 220' - 230' | 12 | LD7-50A (1-5/8 FOAM) |
| 0' - 220' | 24 | LD7-50A (1-5/8 FOAM) |
| 0' - 125' | 2 | LD7-50A (7/8 FOAM) |

Dish Loading

| Height | Qty. | Description |
|--------|------|---------------|
| 125' | 2 | 3" Solid Dish |

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DRAWN BY: RGH
 CHECKED: AJK
 ENG. APP: DDA

DESCRIPTION

REV. BY. DATE

| | | |
|---|--|--|
|  NELLO CORPORATION 1301 Stahly Drive Nappanee, IN 46550 Bus: (574)773-4827 Fax: (574)773-5840 | TITLE: Boulevard Properties NGX 33 x 250' Zula - Monticello, KY | DWG NO.: 112906 SHEET: 4 OF 10 |
| | ORIG. DATE: 6/1/2007 DWG. PROG: v2.04 | DRAWN BY: RGH CHECKED: AJK ENG. APP: DDA |

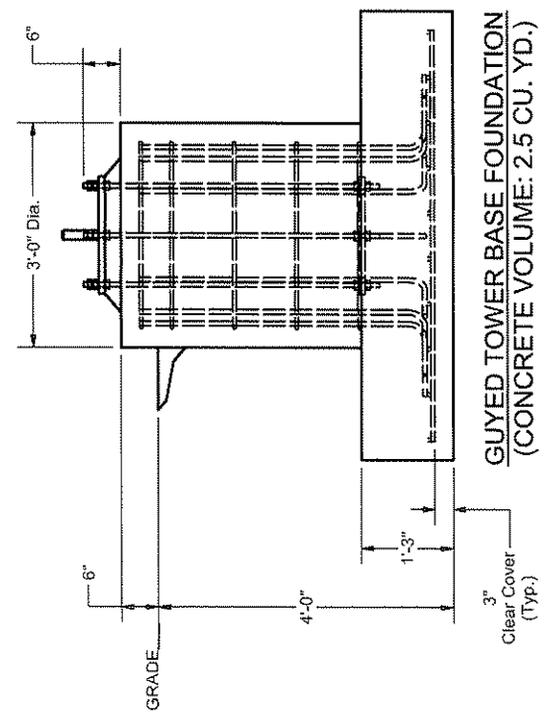
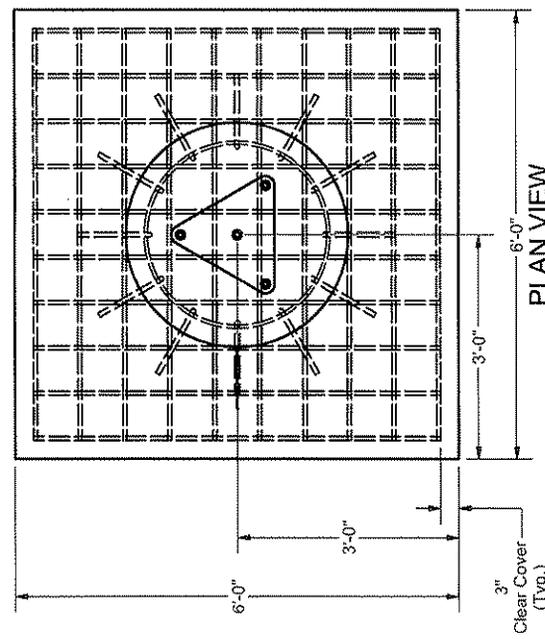
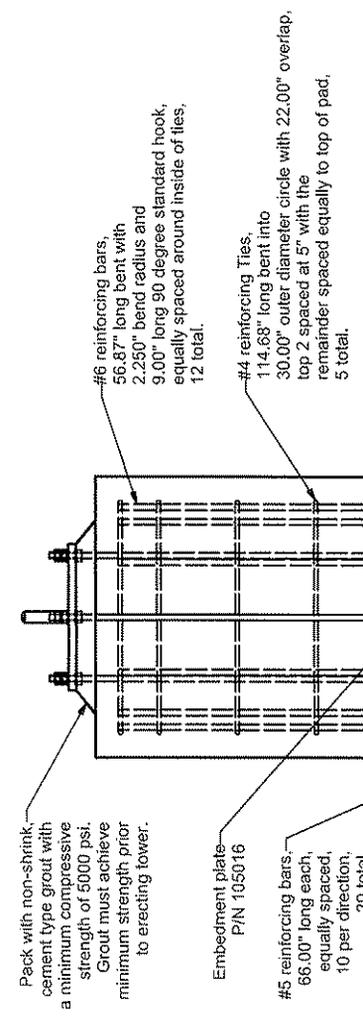
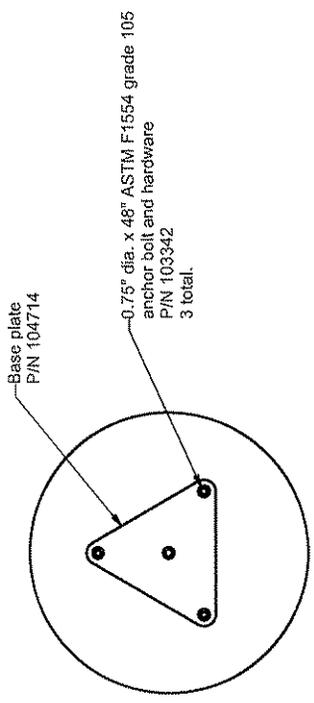
Tower Notes:

1. Tower is designed per TIA/EIA-222-F, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures," for the following loading conditions:
 70 mph fastest-mile basic wind speed with no ice
 70 mph fastest-mile basic wind speed with 1/2 inch radial ice with a 25% reduction in wind loading
2. Tower design loading is assumed to be based on site-specific data and must be verified by others prior to installation.
3. Tower design includes the antennas, dishes, and/or lines listed in the appurtenance loading tables on sheet 4.
4. Antenna mounting pipes may need to be field cut to match the lengths listed in the appurtenance loading tables on sheet 4.
5. Tower member design does not include stresses due to erection since erection equipment and procedures are unknown. Tower installation shall be performed by competent and qualified erectors in accordance with TIA/EIA-222-F and OSHA standards and all applicable building codes.
6. Field connections shall be bolted. No field welds shall be allowed unless otherwise noted.
7. Structural bolts shall conform to ASTM A325, except for 1/2 inch diameter and smaller bolts, which shall conform to ASTM A449 or SAE J429 Grade 5.
8. Structural steel and connection bolts shall be galvanized after fabrication in accordance with TIA/EIA-222-F.
9. All high strength bolts shall be tightened to a "snug tight" condition as defined in the November 13, 1985, AISC "Specification for Structural Joints Using ASTM A325 or A490 Bolts."
10. Tower shall be marked and lighted in conformance with local building codes, FAA regulations, and TIA/EIA-222-F.
11. Tower shall be grounded in conformance with local building codes and TIA/EIA-222-F.
12. Allowable tolerance on as-built tower steel height is plus 1% or minus 1/2%.
13. Maintenance and inspection shall be performed over the life of the structure in accordance with TIA/EIA-222-F.
14. Material specifications:
 NGX Solid Rod Legs - ASTM A572 Grade 50
 NGX Solid Rod Bracing - ASTM A36
 NGX Footpads - ASTM A572 Grade 50
15. Guy cable segments should be cut 8% longer than theoretical chord lengths.
16. Guy anchor location and elevations are based on the site plan provided by McKinney Land Surveying, Inc., dated 04/17/2007.
17. Fill any gap between base plate and top of concrete with non-shrink grout before erecting tower.
18. Concrete contractor shall be responsible for properly aligning anchor bolts and materials before and after placing concrete, regardless of whether an anchor bolt template is provided.
19. Transmission lines shall be stacked so that each carrier has no more than 6 lines exposed to the wind. The first three carriers shall be installed on alternate faces so that the lines are equally distributed around the tower.
20. Transmission lines shall be stacked so that each tower face has no more than 6 lines exposed to the wind.

| | | |
|--|---|---|
| TITLE: Boulevard Properties NGX 33 x 250' Zula - Monticello, KY |  NELLO CORPORATION | 1301 Starly Drive Nappanee, IN 46550 Bus: (574)773-4827 Fax: (574)773-5840 |
| | | DWG NO: 112906 SHEET: 5 OF 10 |

| | |
|--|---|
| DRAWN BY: RCH CHECKED: AJK ENG. APP: DDA | COPY/RIGHT NOTICE: This drawing is the property of Nello Inc. It is not to be reproduced, copied or traced in whole or in part without our written consent. |
|--|---|

| REV | BY | DATE | DESCRIPTION |
|-----|----|------|-------------|
| | | | |



ANCHOR STEEL DETAIL

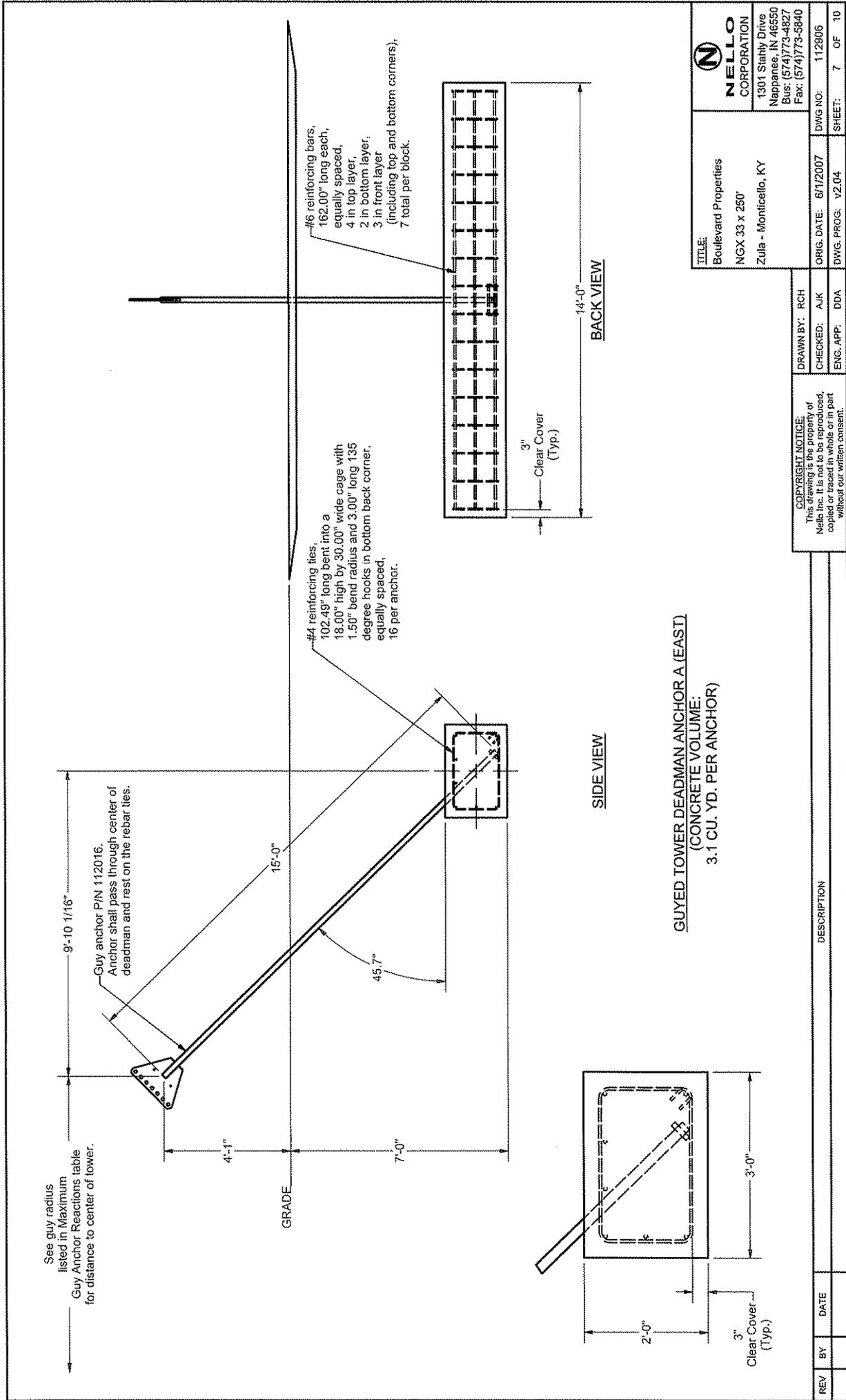
**GUYED TOWER BASE FOUNDATION
(CONCRETE VOLUME: 2.5 CU. YD.)**

| | | |
|--|---|---|
| | NELLO CORPORATION Boulevard Properties NGX 33 x 250 Zula - Monticello, KY | 1301 Stahly Drive Nappanee, IN 46550 Bus: (574)773-4827 Fax: (574)773-5840 |
| | TITLE: Boulevard Properties NGX 33 x 250 Zula - Monticello, KY | DWG NO: 112906 SHEET: 6 OF 10 |

| |
|----------------------|
| DRAWN BY: RCH |
| CHECKED: AJK |
| ENG. APP: DBA |
| ORIG. DATE: 6/1/2007 |
| DWG. PROC: v2.04 |

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| REV | BY | DATE | DESCRIPTION |
|-----|----|------|-------------|
| | | | |



See guy radius listed in Maximum Guy Anchor Reactions table for distance to center of tower.

Guy anchor P/N 112016. Anchor shall pass through center of deadman and rest on the rebar ties.

#4 reinforcing ties, 102.49" long bent into a 18.00" high by 30.00" wide cage with 1.50" bend radius and 3.00" long 135 degree hooks in bottom back corner, equally spaced, 16 per anchor.

#6 reinforcing bars, 162.00" long each, equally spaced, 4 in top layer, 3 in bottom layer, (including top and bottom corners), 7 total per block.

SIDE VIEW

BACK VIEW

GUYED TOWER DEADMAN ANCHOR A (EAST)
 (CONCRETE VOLUME:
 3.1 CU. YD. PER ANCHOR)

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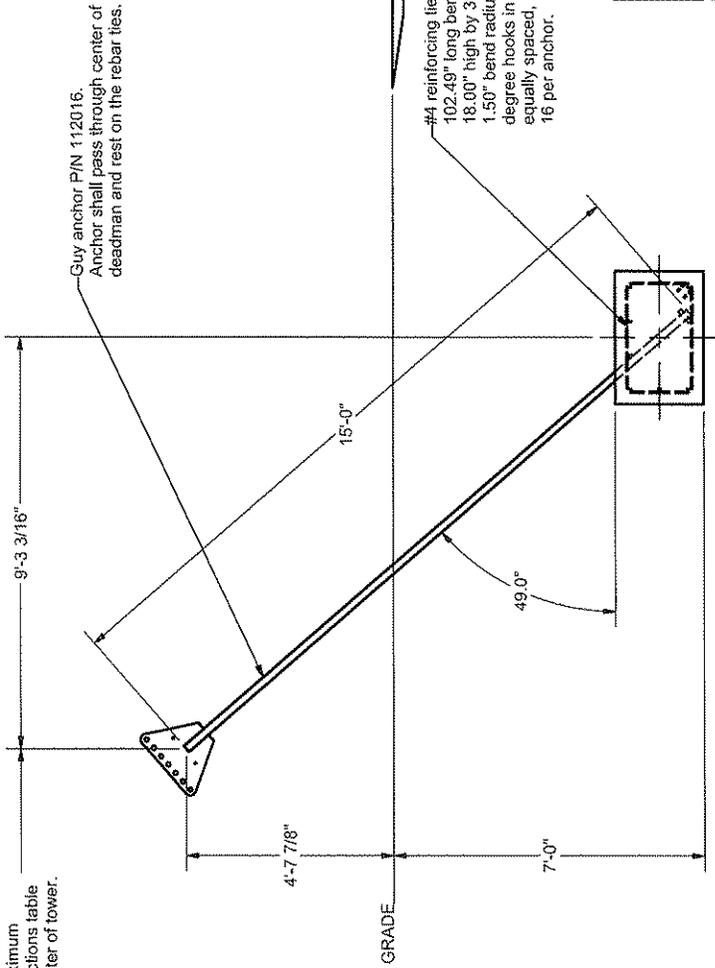
| | |
|---|---|
| <p>NELLO CORPORATION Boulevard Properties NGX 33 x 250' Zula - Monticello, KY</p> | 1301 Starly Drive Nappanee, IN 46550 Bus: (574)773-4827 Fax: (574)773-5840 |
| | DWG NO: 112906 SHEET: 7 OF 10 |

DRAWN BY: RCH
 CHECKED: AJK
 ENG. APP: DDA

ORIG. DATE: 6/1/2007
 DWG. PROG: v2.04

| REV | BY | DATE | DESCRIPTION |
|-----|----|------|-------------|
| | | | |

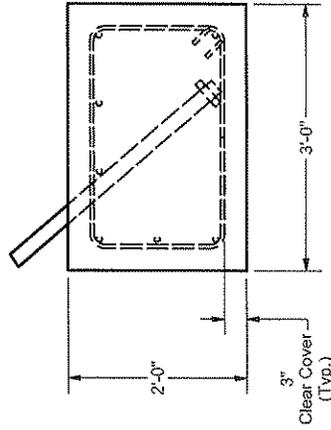
See guy radius listed in Maximum Guy Anchor Reactions table for distance to center of tower.



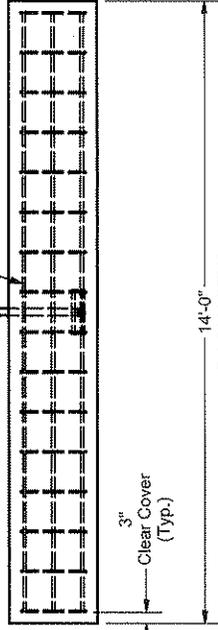
Guy anchor P/N 112016.
Anchor shall pass through center of deadman and rest on the rebar ties.

#4 reinforcing ties,
102.49" long bent into a
18.00" high by 30.00" wide cage with
1.50" bend radius and 3.00" long 135
degree hooks in bottom back corner,
equally spaced,
16 per anchor.

#6 reinforcing bars,
162.00" long each,
equally spaced,
4 in top layer,
2 in bottom layer,
3 in front layer,
(including top and bottom corners),
7 total per block.



SIDE VIEW



BACK VIEW

GUYED TOWER DEADMAN ANCHOR B (SOUTHWEST)
(CONCRETE VOLUME:
3.1 CU. YD. PER ANCHOR)

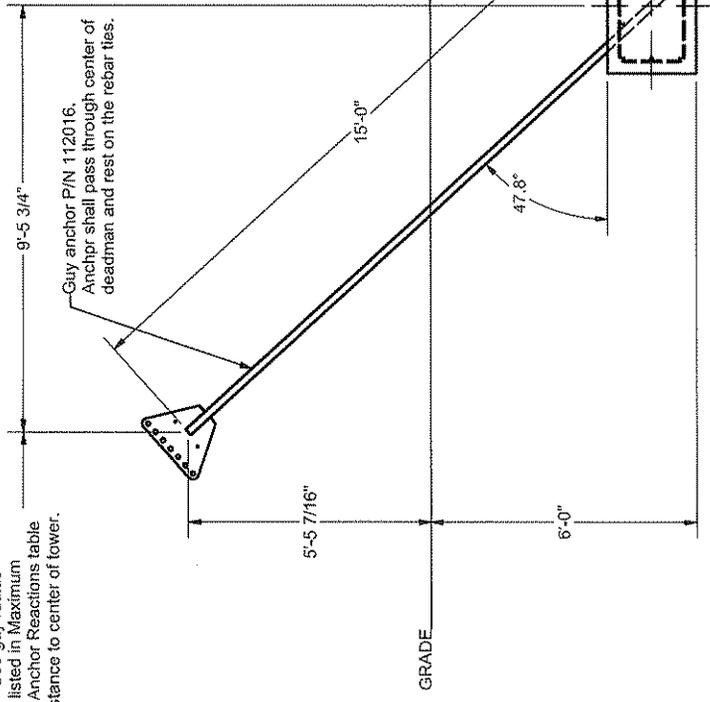
| | |
|--|---|
| N NELLO CORPORATION Boulevard Properties NGX 33 x 250 Zula - Monticello, KY | TITLE: Boulevard Properties NGX 33 x 250 Zula - Monticello, KY |
| | 1301 Stahly Drive Nappanee, IN 46550 Bus: (574)773-4827 Fax: (574)773-5840 |

| | |
|--|--|
| DRAWN BY: RCH CHECKED: AJK ENG. APP: DDA | ORIG. DATE: 6/1/2007 DWG. NO.: 112906 |
|--|--|

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| REV | BY | DATE | DESCRIPTION |
|-----|----|------|-------------|
| | | | |

See guy radius listed in Maximum Guy Anchor Reactions table for distance to center of tower.

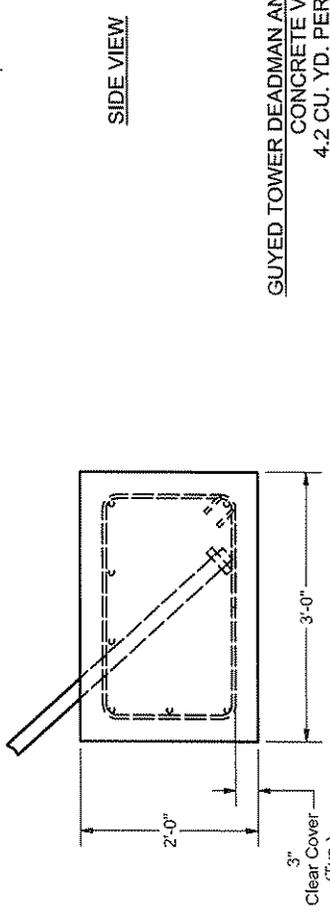


#6 reinforcing bars, 222.00" long each, equally spaced, 4 in top layer, 2 in bottom layer, 3 in front layer (including top and bottom corners), 7 total per block.

#4 reinforcing ties, 102.49" long bent into a 18.00" high by 30.00" wide cage with 1.50" bend radius and 3.00" long 135 degree hooks in bottom back corner, equally spaced, 20 per anchor.



BACK VIEW



SIDE VIEW

GUYED TOWER DEADMAN ANCHOR C. (NORTHWEST)
 CONCRETE VOLUME:
 4.2 CU. YD. PER ANCHOR

| | | |
|--|---|--|
| | NELLO CORPORATION 1301 Slatky Drive Nappanee, IN 46550 Bus: (574)773-4827 Fax: (574)773-5840 | DWG NO: 112906 SHEET: 9 OF 10 |
| | Boulevard Properties NGX 33 x 250' Zula - Monticello, KY | ORIG. DATE: 6/1/2007 DWG. PROG: V2.04 |

| | |
|--|---|
| DRAWN BY: RCH CHECKED: AJK ENG. APP: DDA | COPYRIGHT NOTICE: This drawing is the property of Nello Inc. It is not to be reproduced, copied or traced in whole or in part without our written consent. |
|--|---|

DESCRIPTION

| REV | BY | DATE |
|-----|----|------|
| | | |

Foundation Notes

1. This foundation has been designed for the following lower reactions.
 Base Down Load: 104.4 kips
 Base Shear Load: 1.0 kips
 Anchor A Uplift: 31.0 kips
 Anchor A Shear: 30.3 kips
 Anchor B Uplift: 31.4 kips
 Anchor B Shear: 30.3 kips
 Anchor C Uplift: 33.4 kips
 Anchor C Shear: 30.3 kips
2. Foundation design based on soil report dated 04/16/2007 by Alt & Witzig Engineering, Inc., of West Chester, Ohio, project number 07CNC0054.
3. A field inspection shall be performed in order to verify that the actual site soil parameters meet or exceed the assumed soil parameters and that the depth of standard foundations are adequate based on the frost penetration and groundwater depth. Local frost depth must be no deeper than the bottom of the base foundation.
4. Reinforcement shall be deformed and conform to the requirements of ASTM A615 Grade 60 unless otherwise noted. Splices in reinforcement shall not be allowed unless otherwise indicated.
5. Welding is prohibited on reinforcing steel and anchorage.
6. Structural backfill must be compacted in 12" loose lifts to a 97% of maximum dry density at optimum moisture content in accordance with ASTM D698. Backfill must be clean and free of organic and frozen soils and foreign materials. Fill should be compacted at water content within 2 percent of optimum.
7. Foundation designs assume level ground at lower site.
8. Loose material shall be removed from bottom of excavation prior to concrete placement.
9. Concrete cover from exposed surface of concrete to surface of reinforcement shall not be less than 3".
10. Concrete and reinforcement installation must conform to ACI 318, "Building Code Requirements for Structural Concrete."
11. Concrete shall develop a minimum compressive strength of 3000 psi in 28 days.
12. Concrete shall be placed as soon as practical after excavating to avoid disturbance of bearing and side wall surfaces.
13. Concrete contractor shall be responsible for properly aligning anchor bolts and materials before and after placing concrete, regardless of whether an anchor bolt template is provided.
14. Positive drainage shall be maintained during construction and throughout the life of the facility to minimize the potential for surface water infiltration.
15. Due to shallow bedrock difficult excavating should be expected and heavy excavating equipment may be required.
16. Water may be encountered at the soil/rock interface. Water shall be removed by sump pump or other methods prior to placing concrete.
17. Base foundation shall bear on shale or sandstone.
18. Anchors A (east) B (southwest) shall be placed entirely with the sandstone layer. Anchor C (northwest) shall be placed entirely within the shale layer.
19. Anchors may be buried deeper to reduce the length of anchor rod protruding from the ground.

| | | | |
|---|--|-----------------------|----------------------------|
| TITLE: Boulevard Properties NGX 33 x 250' Zula - Monticello, KY |  NELLO CORPORATION 1301 Stahly Drive Nappanee, IN 46550 Bus: (574)773-4827 Fax: (574)773-5840 | DRAWN BY: RCH | DWG NO.: 112906 |
| | | CHECKED: AJK | DWG. DATE: 6/1/2007 |
| | | ENG. APP.: DDA | SHEET: 10 OF 10 |

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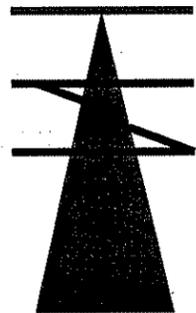
| REV | BY | DATE | DESCRIPTION |
|-----|----|------|-------------|
| | | | |

EXHIBIT E

SITE DEVELOPMENT PLAN

VICINITY MAP
PROPERTY OWNER LISTING
500' VICINITY MAP
LEGAL DESCRIPTIONS
SITE PLAN
VERTICAL TOWER PROFILE

PROPOSED WIRELESS COMMUNICATIONS FACILITY



RINELTOWN SHARED SITES, LLC

1390 CHAIN BRIDGE ROAD #40, MCLEAN, VA 22101

UTILITY INFORMATION:

TELEPHONE SERVICE:

AT&T
1-800-477-4459

ELECTRIC SERVICE:

SALT RIVER ELECTRIC
1-800-221-7465

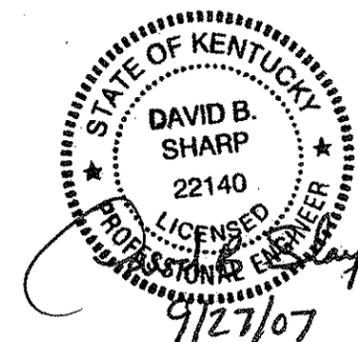
HANDICAPPED REQUIREMENTS

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED

PLUMBING REQUIREMENTS

FACILITY HAS NO PLUMBING

| EXISTING PROJECT SITE SUMMARY | |
|-------------------------------|--|
| COUNTY: | WASHINGTON |
| SITE COORDINATES: | N 37° 40' 12.95" LAT. W 85° 09' 21.07" LONG. |
| ELEVATION: | 820' AMSL |
| SITE ADDRESS: | 906 OLD PERRYVILLE LOOP SPRINGFIELD, KY 40069 |
| PROPERTY OWNER: | MATTIE F. HATCHETT 910 OLD PERRYVILLE LOOP SPRINGFIELD, KY 40069 |
| CONTACT NAME: | DAVE JANTZI 7383 UTICA BOULEVARD LOWVILLE, NY 13367 |
| CONTACT TEL NO.: | 315-523-6258 |
| SITE NAME: | RINELTOWN |



SHARED SITES, LLC

DATE
REPRESENTATIVE SIGNATURE

OWNER APPROVAL

DATE
REPRESENTATIVE SIGNATURE

| DATE | DESCRIPTION | DRAWING INDEX |
|------|--|---------------|
| | TITLE SHEET | |
| | C1 SURVEYED SITE PLAN | |
| | C2 OVERALL SITE PLAN AND GENERAL NOTES | |
| | C3 DETAILED SITE PLAN | |
| | C4 SECTIONS | |
| | C5 TOWER ELEVATION, ANTENNA PLAN & ANTENNA SCHEDULE | |
| | F1 GENERAL FENCING DETAILS AND GENERAL NOTES | |
| | S1 ICE BRIDGE AND FOUNDATION DETAILS & STRUCTURAL NOTES | |
| | S2 STRUCTURAL, FOUNDATION AND SLAB DETAILS | |
| | E1 SINGLE LINE DIAGRAM AND ELECTRICAL NOTES | |
| | E2 GROUNDING SITE PLAN AND GROUNDING RISER DIAGRAM | |
| | E3 ELECTRICAL DETAILS | |

AMERICAN CELLULAR CORPORATION

CONTACT: RICHARD PENNINGTON
1245 KEENELAND DRIVE
RICHMOND, KY 40475
OFFICE: (859) 544-5820
FAX: (859) 544-5858

ANTENNA / TOWER

ENGINEERS / ARCHITECTS



Potesta & Associates, Inc.

ENGINEERS AND ENVIRONMENTAL CONSULTANTS

125 Lakeview Drive, Morgantown, WV 26508
TEL: (304) 225-2245 FAX: (304) 225-2246
E-Mail Address: potesta@potesta.com

LOCATION MAP



USGS QUADRANGLE
SPRINGFIELD, KY
1"=4000'

DIRECTIONS :

FROM EXIT 25 OF THE BLUEGRASS PARKWAY NEAR BARDSTOWN, PROCEED SOUTHEAST ON US 150 APPROX. 18.5 MILES. TURN LEFT ON OLD PERRYVILLE LOOP AND PROCEED APPROX. .9 MILES. TURN LEFT INTO PROPERTY OWNER S DRIVEWAY AND PROCEED APPROX. .4 MILES, PAST PROPERTY OWNER S BUILDINGS, TO TOWER SITE.

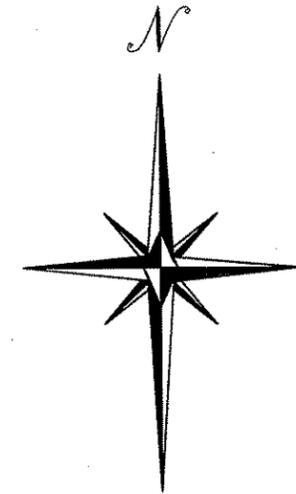
PROJECT RINELTOWN
SPRINGFIELD, KY 40069

DATE : 09/27/07

Surveyor Certification
 I hereby certify that the survey depicted by this plat was done under my direct supervision by the method of Random Traverse with side shots and the unadjusted precision ratio of the traverse was 1 / 15,695.03'. This survey is a Class 'B' survey and meets the Minimum Standards required by the State of Kentucky as defined by KRS 322.

Michael E. McKinney
 Adair County Surveyor

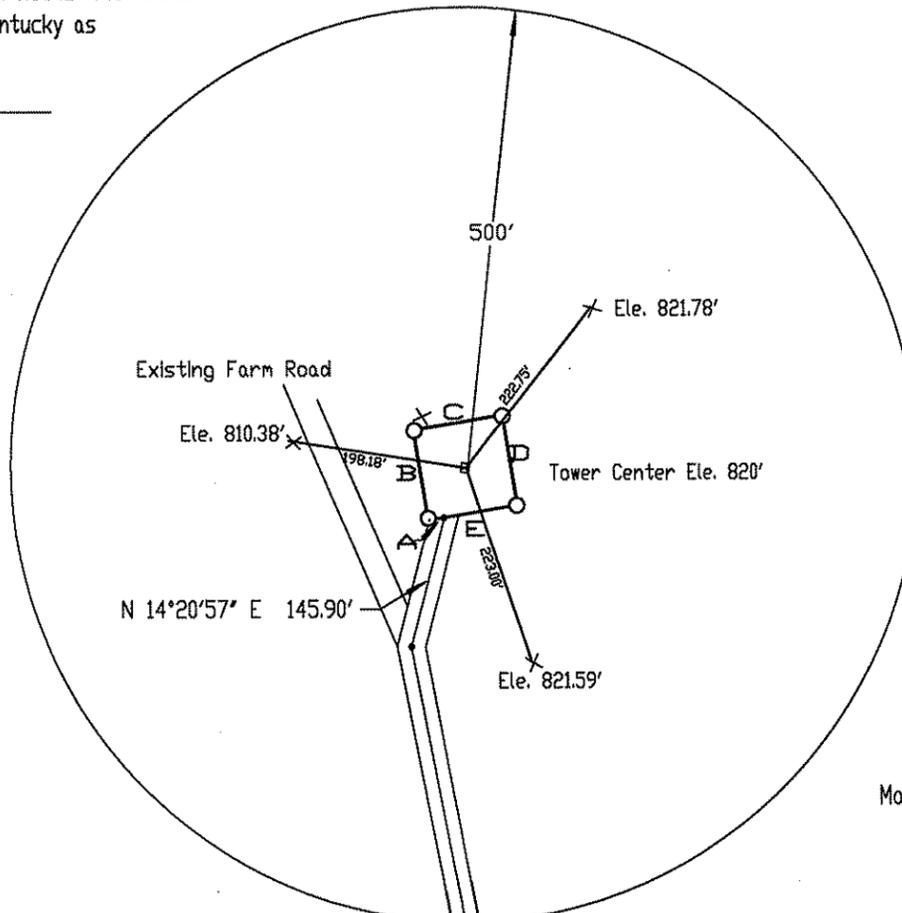
Mattie Francis Hatchett
 Deed Book 167 Page 66



Lease Area Call Table

| | | |
|---|---------------|---------|
| A | S 80°50'13" W | 16.36' |
| B | N 09°09'47" W | 100.00' |
| C | N 80°50'13" E | 100.00' |
| D | S 09°09'47" E | 100.00' |
| E | S 80°50'13" W | 83.64' |

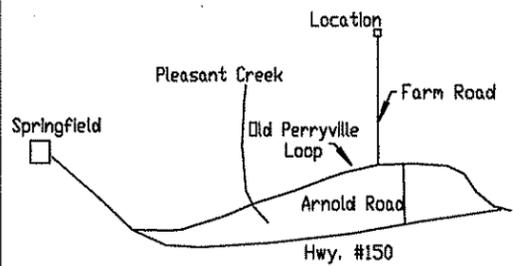
Contains 0.23 Acre



Mattie Francis Hatchett
 Deed Book 167 Page 66

This survey is subject to any and all easements, restrictions and rights of way of record at this time.

Mattie Francis Hatchett
 Deed Book 167 Page 66



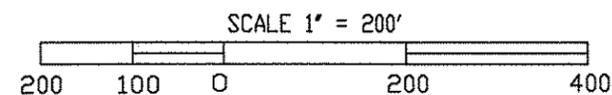
(Not To Scale)
 Vicinity Map

LEGEND

- P.O.B. Point of Beginning
- R/W Right of Way
- P/L Property Line
- 1/2" x 18" Re - bar Pin Set with Cap #3318
- Guy Wire
- Unmarked Point

Magnetic North was observed in the field N 07°27' 06" W 2064.43' from P.O.B. with reference bearing NE 30° along a random base line on 09 / 07 07.

Drawn by: Michael E. McKinney
 Instrument Man: Michael E. McKinney
 Rod Man: Bonnie Morrison McKinney
 File Dc:Rhinetown



| REV. | DATE | DESCRIPTION |
|------|------|-------------|
| | | |

RINETOWN
 906 OLD PERRYVILLE LOOP
 SPRINGFIELD, KY 40069
SURVEYED SITE PLAN

| | |
|--|------------------------------|
| Lease Survey for Shared Sites, L.C.C. 1390 Chain Bridge Road #40 McLean, VA 22101 | |
| Property Owner: Mattie Francis Hatchett 910 Old Perryville Loop Springfield, KY 40069 | DESIGNED BLB 09/27/07 |
| Recorded in: Deed Book 167 Page 66 | COUNTY: Washington County |
| Type of Survey: New Division Survey for Purpose of Lease | DRAWN SAB 09/27/07 |
| State: Commonwealth of Kentucky | Plat Date: 09 - 07 - 07 |
| McKinney Land Surveying 103 South Reed Street Columbia, KY 42728 (270)384-5293 floydcocker@yaho.com | |

| |
|-------------------------|
| CHECKED DBS 09/27/07 |
|-------------------------|

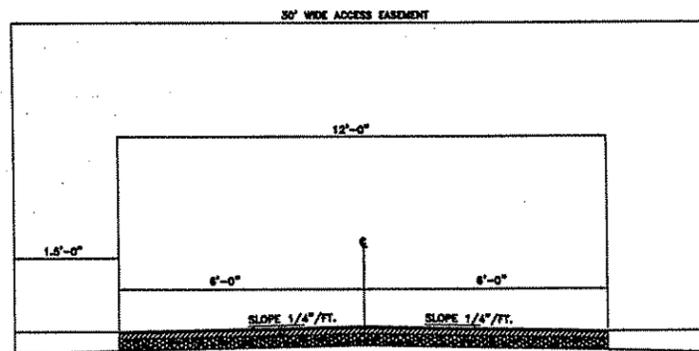
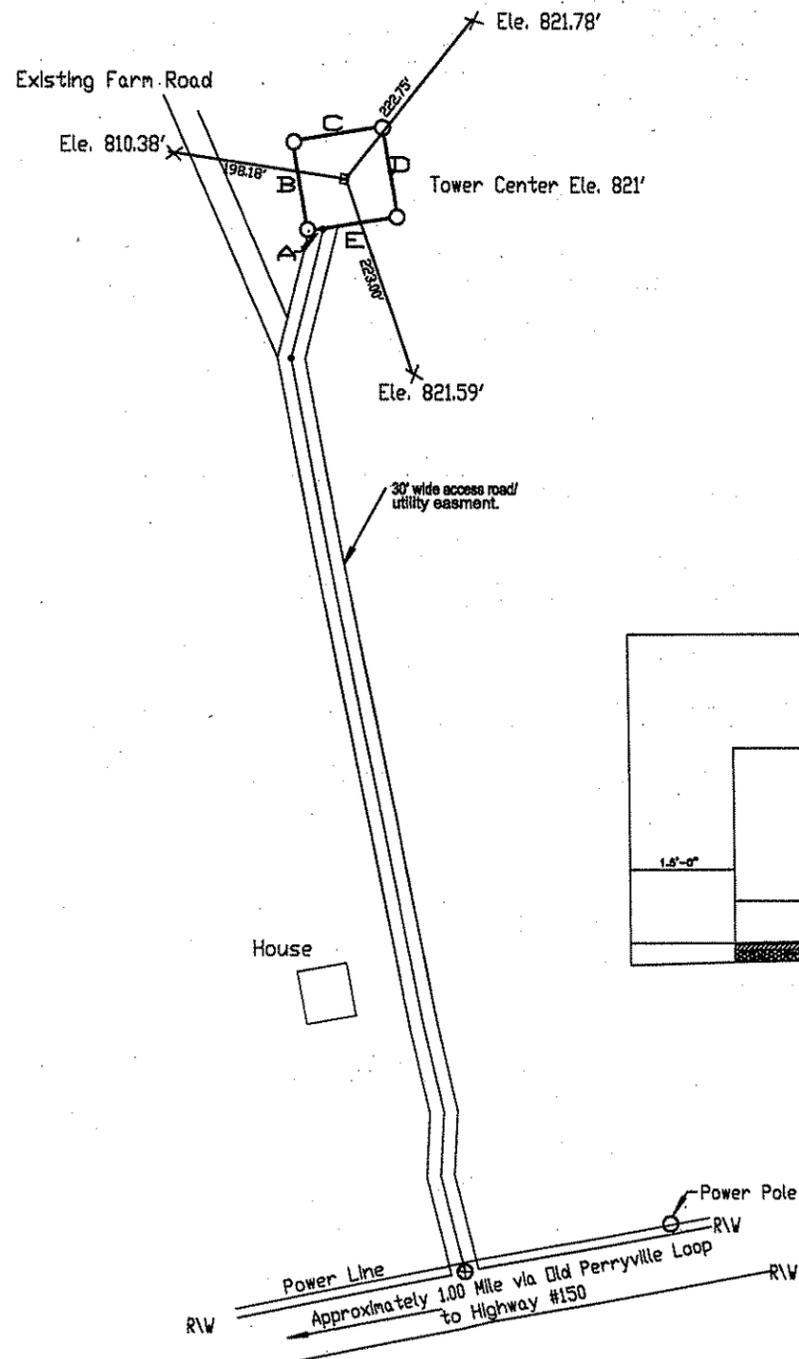
JOB NO.
06-0562-45

C1

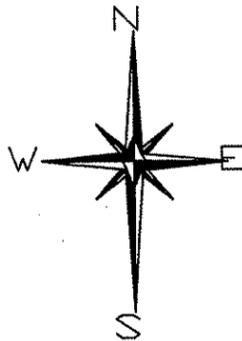
2007 Plot: 06/13/07-09-04-45 SCALE: 1"=200' DATE: 09/27/07
 File: P:\06-0562-45\06-0562-45-15-PLS.dwg
 Plot Date: 09/27/07 10:53am
 Plot by: Michael E. McKinney

CLOSE OUT DOCUMENTATION

1. THE CONTRACTOR SHALL MAINTAIN TWO (2) COMPLETE AS-BUILT SET OF PLANS AND CONDITIONS, AND SUBMIT SAME TO SHARED SITES WY, LLC, WITHIN 7 DAYS OF COMPLETION OF CONSTRUCTION. THE AS-BUILT PLANS SUBMITTED TO THE PROJECT MANAGER SHALL INCLUDE A DRAWING WITH DIMENSIONS SHOWING THE LOCATION OF THE UNDERGROUND UTILITIES, GROUNDING GRID, BUILDING, EXISTING TOWER, ANTENNA ORIENTATION, AND FENCE WITHIN THE LEASE AREA.
2. THE CONTRACTOR SHALL OBTAIN AMERICAN CELLULAR GROUND FIELD RESISTANCE TEST FORM AND PERFORM ALL SITE GROUND TESTING PER AMERICAN CELLULAR REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE COMPLETED TEST FORM TO AMERICAN CELLULAR AT CLOSE OUT.
3. THE CONTRACTOR SHALL PROVIDE DIGITAL PHOTOS ON CD TO SHARED SITES AT CLOSE OUT. PHOTOS SHALL INCLUDE, BUT NOT LIMITED TO ANTENNAS, ANTENNA MOUNTS, GROUNDING, WEATHERPROOFING, ICE BRIDGE, COAX CABLES AND ALL OTHER PICTURES DESCRIBED IN AMERICAN CELLULAR AND SHARED SITES STANDARDS.



TYPICAL ROAD SECTION
N.T.S.



GENERAL NOTES

1. CONTRACTOR SHALL NOTIFY THE FOLLOWING AT LEAST TWO (2) WORKING DAYS PRIOR TO ANY CONSTRUCTION OPERATIONS ON THE SITE AND ANY OTHER UTILITY COMPANY THAT IS A NON-MEMBER OF THESE SERVICES:

KENTUCKY UNDERGROUND PROTECTION, INC. 1-800-752-6007

AMERICAN CELLULAR
DAVID GINTER: 859-544-5805; F. 859-544-5858; M. 859-544-5000;
EMAIL: david.ginter@dabson.net
MR. RICHIE PENNINGTON: 859-544-5820
EMAIL: richie.pennington@dabson.net

SHARED SITES
DAVE JANZI: 315-376-3333; F. 315-376-8139; M. 315-523-6258
EMAIL: dave@bivdillo.com

2. CONTRACTOR SHALL VERIFY ALL EXISTING SITE CONDITIONS, INCLUDING SUBSURFACE CONDITIONS. THE CONTRACTOR IS HEREBY MADE AWARE THAT NO GEOTECHNICAL REPORT HAS BEEN PRODUCED OR USED IN PREPARATION OF THESE DOCUMENTS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE AND VERIFY THE REQUIRED ALLOWABLE BEARING CAPACITY AT THE FOUNDATION BEARING ELEVATIONS, INCLUDING THE SUBSURFACE CONDITIONS AND EMBANKMENT STABILITY. IF UNSUITABLE SOILS SUCH AS ORGANIC SOIL, GRANULAR FILL OR RUBBLE FILL ARE PRESENT, THE CONTRACTOR SHALL NOTIFY SHARED SITES IMMEDIATELY FOR FURTHER INSTRUCTIONS PRIOR TO PLACEMENT OF CONCRETE. ALL RECOMMENDATIONS FOR THIS SITE FROM ANY GEOTECHNICAL REPORT OR ENGINEER SHALL BE PERFORMED. THE CONTRACTOR SHALL OBTAIN PERMISSION OF OWNER VIA SHARED SITES PRIOR TO SITE ENTRY FOR THE PURPOSE OF VERIFICATION OF EXISTING SITE CONDITIONS.

3. ALL DIMENSIONS ARE BASED ON TAPE MEASUREMENTS AND NOT BASED ON A FORMAL SURVEY. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS PRIOR TO PURCHASE OF MATERIAL AND PRIOR TO ESTIMATING JOB COSTS. IF CONFLICTS ARE OBSERVED NOTIFY ENGINEER IMMEDIATELY.

4. CONTRACTOR SHALL PROVIDE CERTIFIED COPIES OF ALL LABORATORY TESTS TO SHARED SITES AT THE COMPLETION OF THE TESTS. SPECIFICALLY CONCRETE COMPRESSIVE STRENGTH AND GEOTECHNICAL RESULTS.

5. EXISTING UTILITIES ARE SHOWN FROM EXISTING PLANS AND ARE NOT NECESSARILY COMPLETE OR ACCURATE. THE CONTRACTOR SHALL BE RESPONSIBLE TO LOCATE, EXPOSE, AND DETERMINE IF CONFLICTS EXIST WITH THE PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER IN ORDER TO RESOLVE ANY CONFLICTS. EXISTING UTILITIES DAMAGED SHALL BE REPAIRED OR REPLACED, AS NEEDED, IN LIKE KIND AND CHARACTER, AND AT THE EXISTING GRADE PRIOR TO CONSTRUCTION.

6. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UNDERGROUND UTILITY LINES AND GROUNDING PRIOR TO ANY EXCAVATION, AND CONTRACTOR SHALL HAND DIG IN THE VICINITY OF ALL EXISTING LINES.

7. CONTRACTOR SHALL CONCRETE ENCASE ANY EXISTING CONDUITS PASSING UNDER NEW SHELTERS. (3" MIN. COVER ALL SIDES, 4000 PSI CONC.)

8. CONTRACTOR SHALL MAINTAIN THE DISTANCE OF 12" BETWEEN EXISTING/NEW TELCO & ELECTRIC CONDUITS UNLESS NOTED OTHERWISE.

9. ALL WORK SHALL BE CONFINED TO THE LEASE AND/OR ACCESS AREAS (EXCEPT GRADING), UNLESS AGREEMENT AND CONSENT OF THE PROPERTY OWNER IS OBTAINED IN WRITING. EASEMENTS AND LEASE LIMITS SHALL BE VERIFIED IN WRITING PRIOR TO STARTING CONSTRUCTION. AGREEMENTS TO WORK IN THESE AREAS IS BY OTHERS NOT POTESTA & INC. ASSOCIATES.

10. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION OF ALL GOVERNING AGENCIES THAT REQUIRE SITE INSPECTION OF THE WORK AND/OR SIMPLY NOTIFICATION.

11. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING PROPERTY RESULTING FROM THE CONSTRUCTION ACTIVITIES, INCLUDING BUT NOT LIMITED TO PAVEMENT, FINISHED GRADES, LANDSCAPING, BUILDINGS, SURVEY MARKERS, ETC.

12. CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL REQUIRED TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES OR GOVERNING LOCAL AGENCY AS REQUIRED.

13. CONTRACTOR SHALL PERFORM GRADING AND FINISH GRADE THE SITE IN SMOOTH AND CONTINUOUS SLOPES, REMOVE EXCESS EXCAVATION FROM THE SITE, AND PROVIDE CLEAN ENGINEERED BACKFILL WHERE NEEDED FROM OFF SITE.

14. CONTRACTOR SHALL AT THE COMPLETION OF WORK REMOVE ALL DEBRIS FROM THE SITE AND AREAS DISTURBED, PERFORM FINAL GRADING, AND SEED AND MULCH ALL AREAS DISTURBED (WHERE APPLICABLE).

15. CONTRACTOR SHALL RETURN ALL DISTURBED AREAS WITHIN EXISTING GRAVEL COMPOUND BACK TO ITS ORIGINAL CONDITION UTILIZING MATERIALS OF LIKE KIND AND CHARACTER AS REMOVED.

16. IF THE SITE INCLUDES AN EXISTING COMPOUND, THE CONTRACTOR SHALL MAINTAIN THE INTEGRITY AND SECURITY OF THE EXISTING GRAVEL COMPOUND AND SHALL RESTORE THE COMPOUND TO ITS ORIGINAL CONDITION UPON COMPLETION OF CONSTRUCTION ACTIVITIES. IF THERE IS A GEOTEXTILE FABRIC PRESENT BELOW THE EXISTING GRAVEL COMPOUND THE CONTRACTOR SHALL PROVIDE A PATCH TO THE FABRIC IN ANY LOCATION WHERE IT IS BROKEN, CUT OR TORN. THE PATCH SHALL CONSIST OF MATCHING OR APPROVED EQUAL FABRIC TO THAT WHICH IS DAMAGED AND SHALL EXTEND ONE (1') FOOT BEYOND THE BREAK IN ALL DIRECTIONS.

17. CONTRACTOR SHALL BE RESPONSIBLE FOR ATTACHING OR SECURING ANY ACCESSORY OR LOOSE ITEMS THAT ARE SHIPPED WITH THE RADIO EQUIPMENT, I.E. TIE DOWN PLATES, ETC., AND SHALL INCLUDE THIS WORK IN THE INSTALLATION PORTION OF THE BID.

18. RADIO EQUIPMENT:

CONTRACTOR SHALL PROVIDE ALL LABOR, EQUIPMENT, AND MATERIAL FOR THE PROPER LIFTING AND SETTING OF THE RADIO EQUIPMENT FROM THE TRANSPORT TRUCK BED TO THE FINAL POSITION ON THE CONCRETE FOUNDATION. THE EQUIPMENT SHALL BE LIFTED INTO PLACE BY USING A MINIMUM OF FOUR (4) NYLON LIFTING STRAPS. EACH STRAP SHALL BE RATED AT 8,000# EACH.

19. TOWER ANALYSIS:

EXISTING TOWER IF EXISTING AND FOUNDATION ANALYSIS ARE BY OTHERS NOT POTESTA & ASSOCIATES, INC. THE CONTRACTOR SHALL OBTAIN AND BECOME FAMILIAR WITH THIS DOCUMENT AND VERIFY COAX ROUTING AND ALL MOUNT ELEVATIONS.

20. AMERICAN CELLULAR SHALL FURNISH ANTENNAS FRAMES, ANTENNAS AND COAX CABLES. CONTRACTOR SHALL INSTALL.

21. CONTRACTOR MATERIAL DELIVERIES:

CONTRACTOR SHALL COORDINATE WITH OWNER (SHARED SITES) ON DELIVERIES OF ALL EQUIPMENT & MATERIAL FURNISHED BY OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR PICKUP OF EQUIPMENT & MATERIAL FROM OWNERS FACILITIES AND DELIVER TO SITE. MULTIPLE VISITS MAY BE REQUIRED FOR HARDWARE AND RADIO EQUIPMENT - COORDINATE WITH OWNER. CONTRACTOR SHALL SCHEDULE WITH OWNER NOT LESS THAN 24 HOURS IN ADVANCE.



Potesta & Associates, Inc.
ENGINEERS AND ENVIRONMENTAL CONSULTANTS
125 Lakeside Drive, Morgantown, WV 26508
TEL: (304) 226-2245 FAX: (304) 226-2246
E-Mail Address: potesta@potesta.com

| REV. | DATE | DESCRIPTION |
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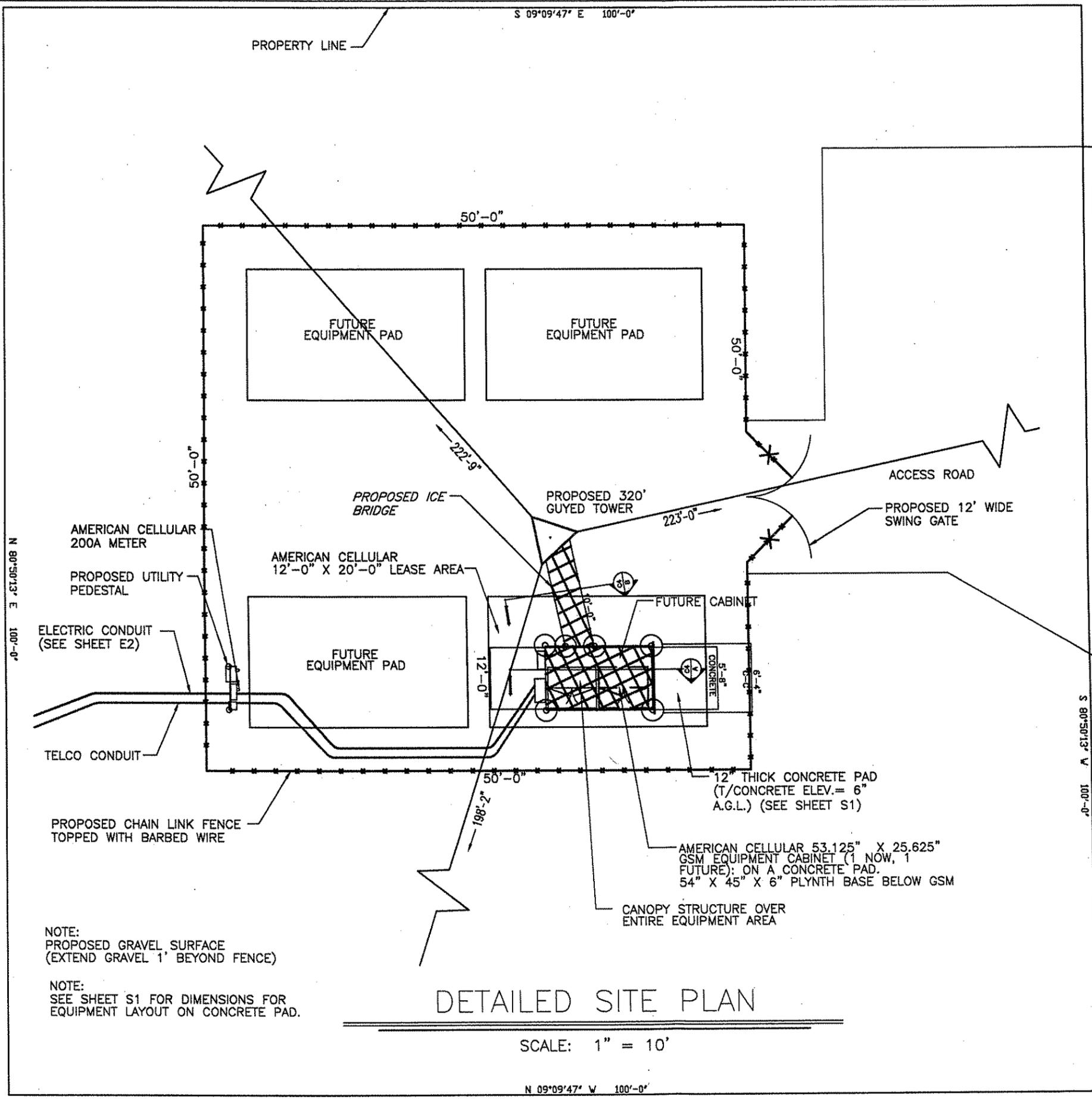
RINELTOWN
906 OLD PERRYVILLE LOOP
SPRINGFIELD, KY 40069
OVERALL SITE PLAN
AND GENERAL NOTES

| DESIGNED | DATE |
|----------|----------|
| BLB | 09/27/07 |
| DRAWN | DATE |
| SAB | 09/27/07 |
| CHECKED | DATE |
| DBS | 09/27/07 |

JOB NO.
06-0562-45

C2

PLOT FILE: 060624.dwg DATE PLOT: 09/27/07 10:51:00
 PLOT FILE: 060624.dwg DATE PLOT: 09/27/07 10:51:00
 PLOT FILE: 060624.dwg DATE PLOT: 09/27/07 10:51:00



NOTE:
 PROPOSED GRAVEL SURFACE
 (EXTEND GRAVEL 1' BEYOND FENCE)

NOTE:
 SEE SHEET S1 FOR DIMENSIONS FOR
 EQUIPMENT LAYOUT ON CONCRETE PAD.

DETAILED SITE PLAN

SCALE: 1" = 10'

N 09°09'47" W 100'-0"

| REV. | DATE | DESCRIPTION |
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RINEL TOWN
906 OLD PERRYVILLE LOOP
SPRINGFIELD, KY 40069
DETAILED SITE PLAN

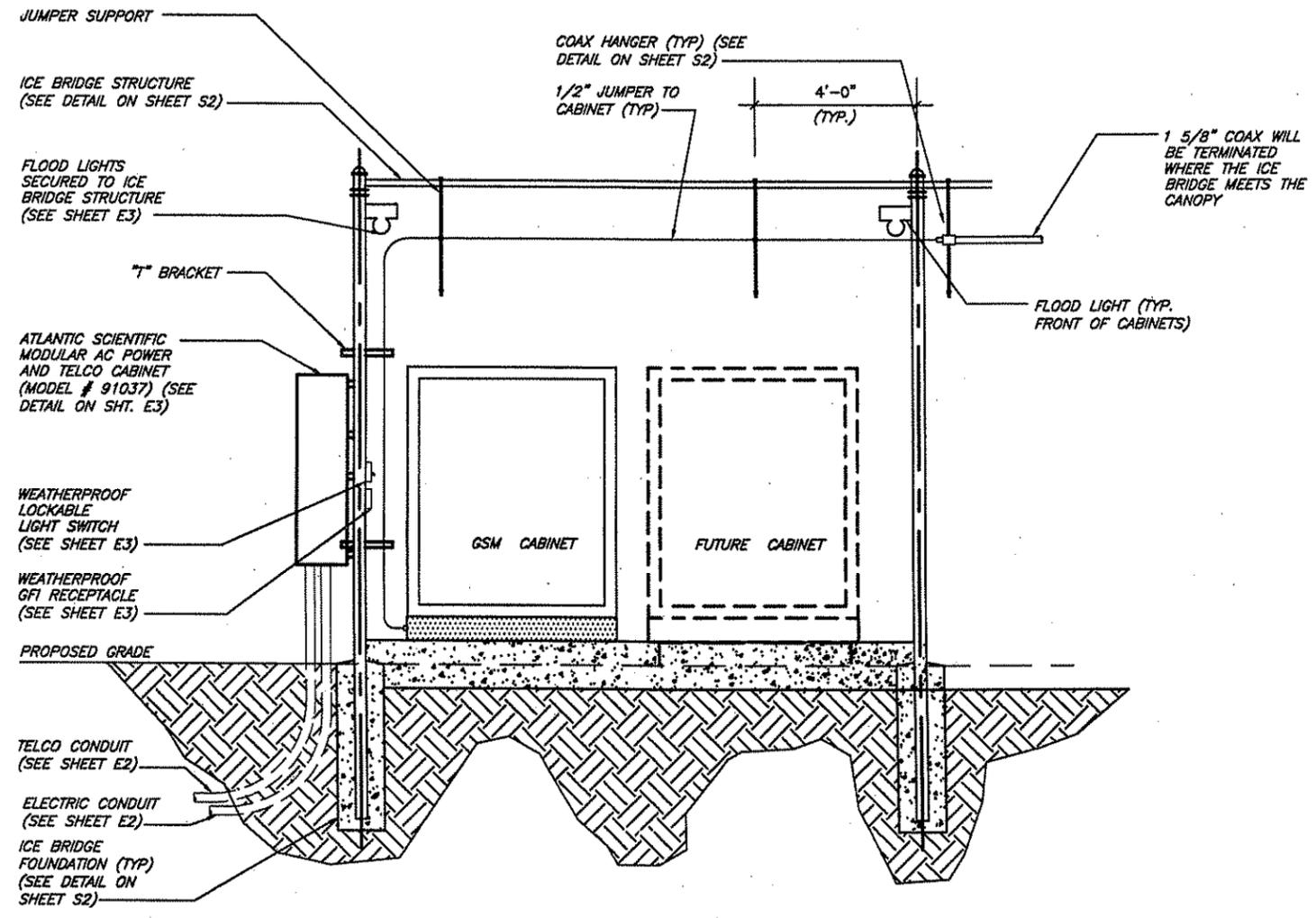
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| BLB | 09/27/07 |
| DRAWN | |
| SAB | 09/27/07 |
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| DBS | 09/27/07 |

JOB NO.
 06-0562-45

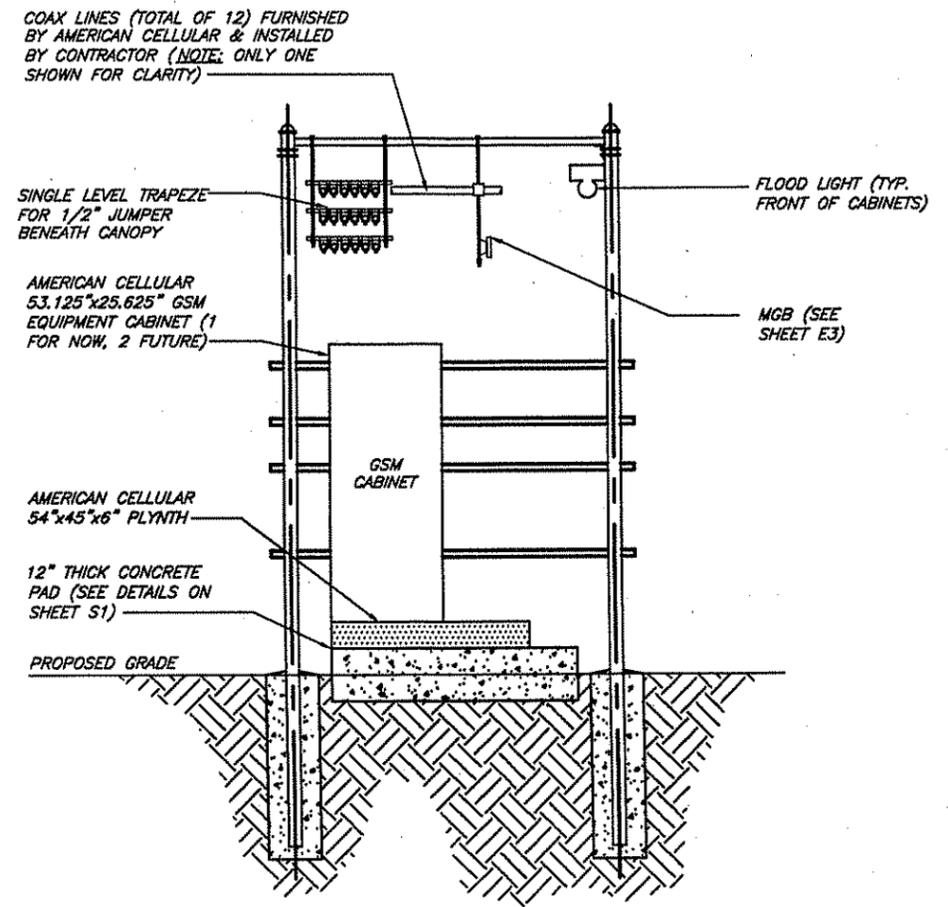
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PROJECT: RINELTOWN-060-45, MAKE PINE RINELTOWN/070
 DATE: 09/27/07, DRAWN BY: S.A.B., CHECKED BY: D.B.S., DESIGNED BY: B.L.B., PLOT DATE: 09/27/07

Potesta & Associates, Inc.
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 126 Lakeview Drive, Morgantown, WY 26508
 TEL: (304) 226-2246 FAX: (304) 226-2248
 E-Mail Address: potesta@potesta.com



SECTION **A**
 SCALE: 1" = 4'-0"
 C4



SECTION **B**
 SCALE: 1" = 3"
 C4

| REV. | DATE | DESCRIPTION |
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RINELTOWN
 906 OLD PERRYVILLE LOOP
 SPRINGFIELD, KY 40069

SECTIONS

| DESIGNED | DATE |
|----------|----------|
| BLB | 09/27/07 |
| DRAWN | 09/27/07 |
| CHECKED | 09/27/07 |

JOB NO.
 06-0562-45

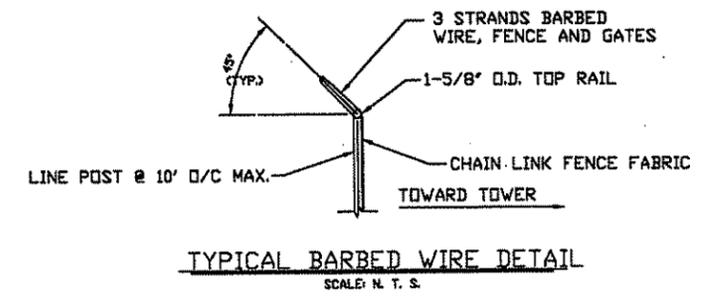
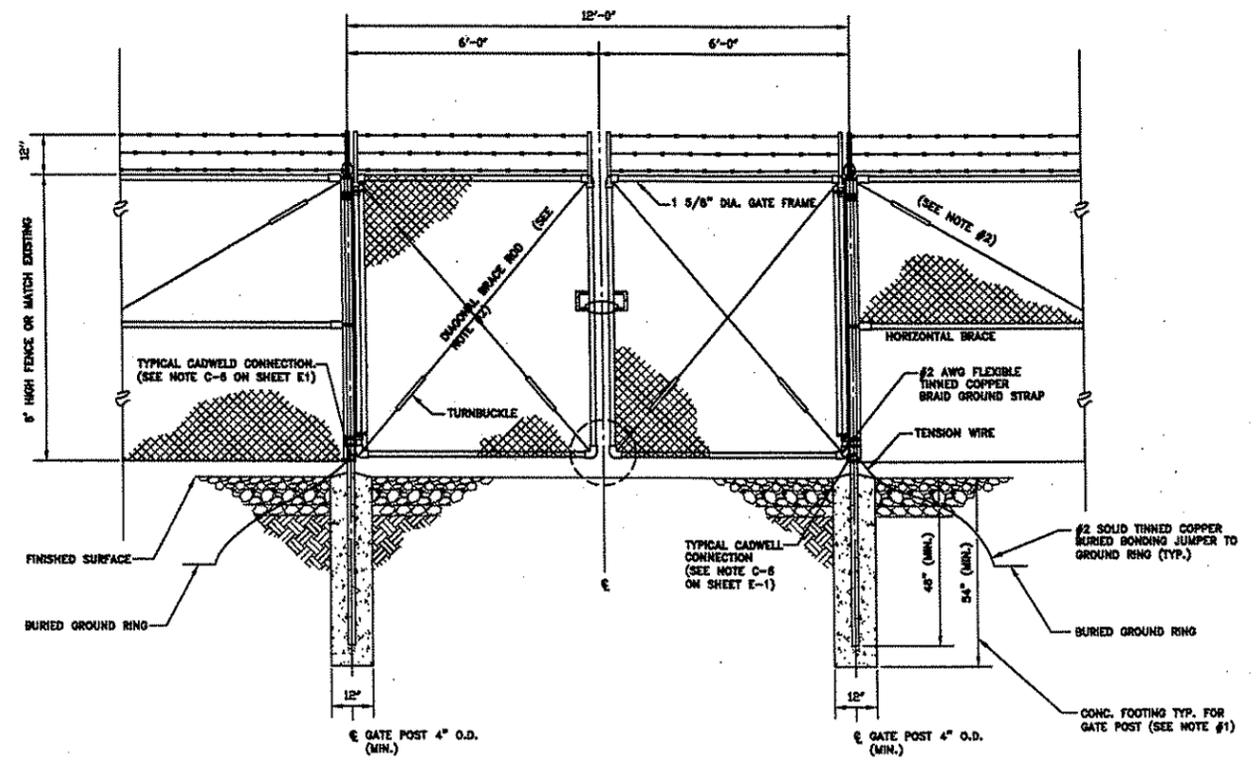
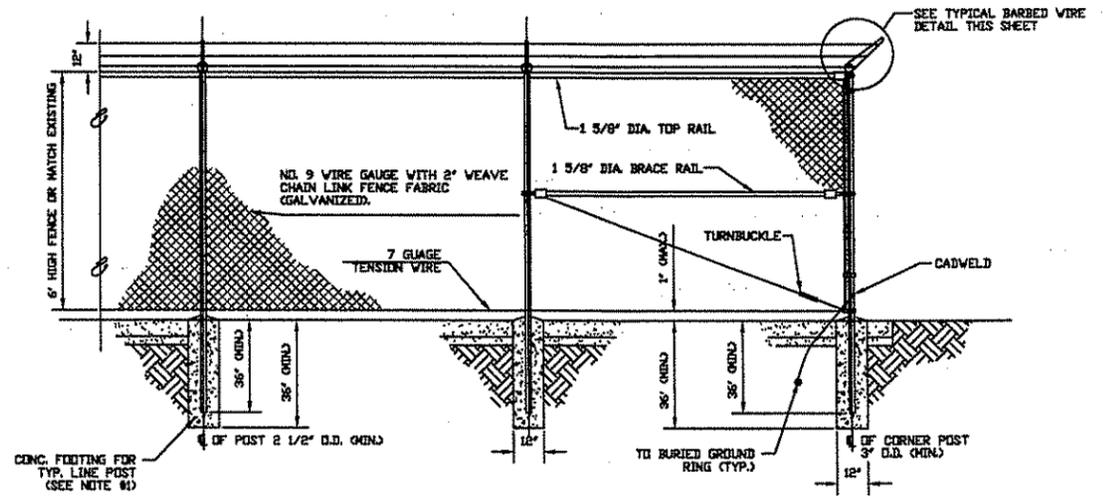
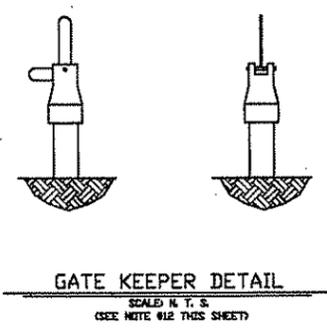
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2007 File: RINELTOWN-06-45_MAZE_Elec_Planet_RINELTOWN.dwg
 Plot Date: 09/27/07 10:32am
 Plot By: adams

Potesta & Associates, Inc.
 ENGINEERS AND ENVIRONMENTAL CONSULTANTS
 125 Lakeland Drive, Morgantown, WV 26508
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 E-Mail Address: potesta@potesta.com

GENERAL FENCING NOTES

1. BOTTOM OF CONCRETE BASE SHALL BE SET BELOW FROST LINE (SEE LOCAL CODE) CONCRETE BASE IS RECOMMENDED MINIMUM AND SHOULD BE REDESIGNED FOR CONDITIONS WHERE SOIL IS POOR. PROVIDE CONCRETE WITH A 28 DAY STRENGTH OF 3000 PSL (MIN).
2. PROVIDE A DIAGONAL BRACE ROD AND TURNBUCKLE, AS SHOWN, AND ON BOTH SIDES OF THE GATE.
3. ALL FENCE AND FABRIC SHALL BE HOT DIPPED GALVANIZED. ALL BARBED WIRE SHALL BE ALUMINUM (OR COATED PER NO. 8).
4. BOTTOM EDGE OF FENCE FABRIC SHALL BE 1" ABOVE FINISHED GRADE.
5. TERMINAL POSTS SHALL BE 3" O.D. SCH 40 PIPE AND TOP RAILS SHALL BE 2" O.D. SCH 20 PIPE.
6. SITE FENCE SHALL BE 6'-0" FABRIC W/ BARBED WIRE.
7. FABRIC TO HAVE 120 OZ. ZINC PER SQ. FT.
8. BARBED WIRE TO BE STANDARD GALVANIZED BARBED WIRE.
9. ALL POSTS SHALL BE PLUMB.



NOTE: BOND EACH HORIZONTAL POLE/BRACER TO EACH OTHER AND TO THE VERTICAL POLE WHICH IS BONDED TO THE BURIED GROUND RING.

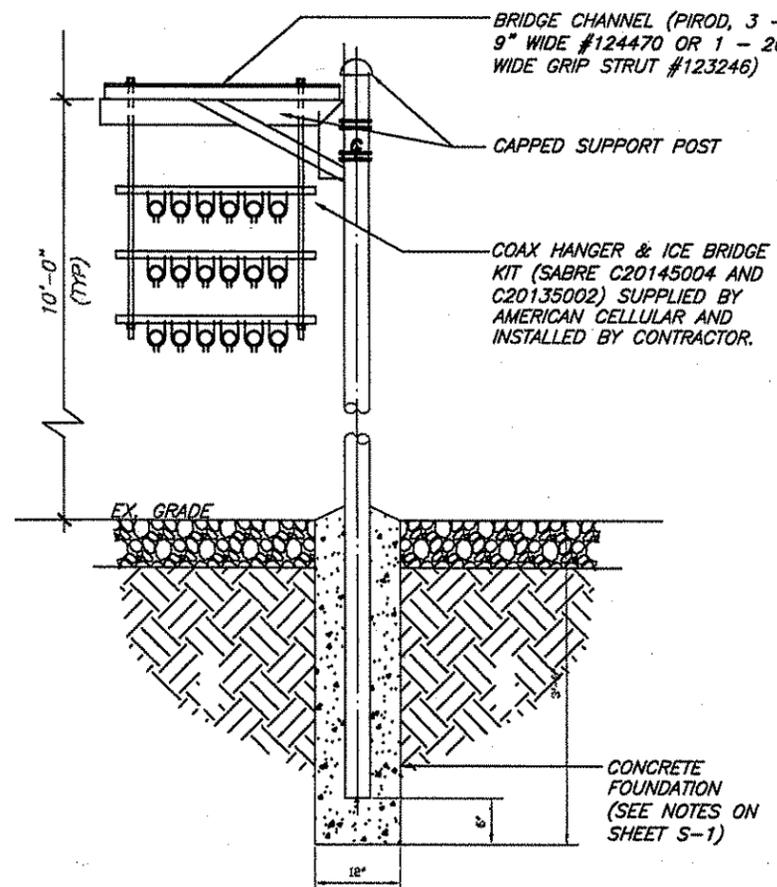
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RINEL TOWN
 906 OLD PERRYVILLE LOOP
 SPRINGFIELD, KY 40069
 GENERAL FENCING DETAILS
 AND GENERAL NOTES

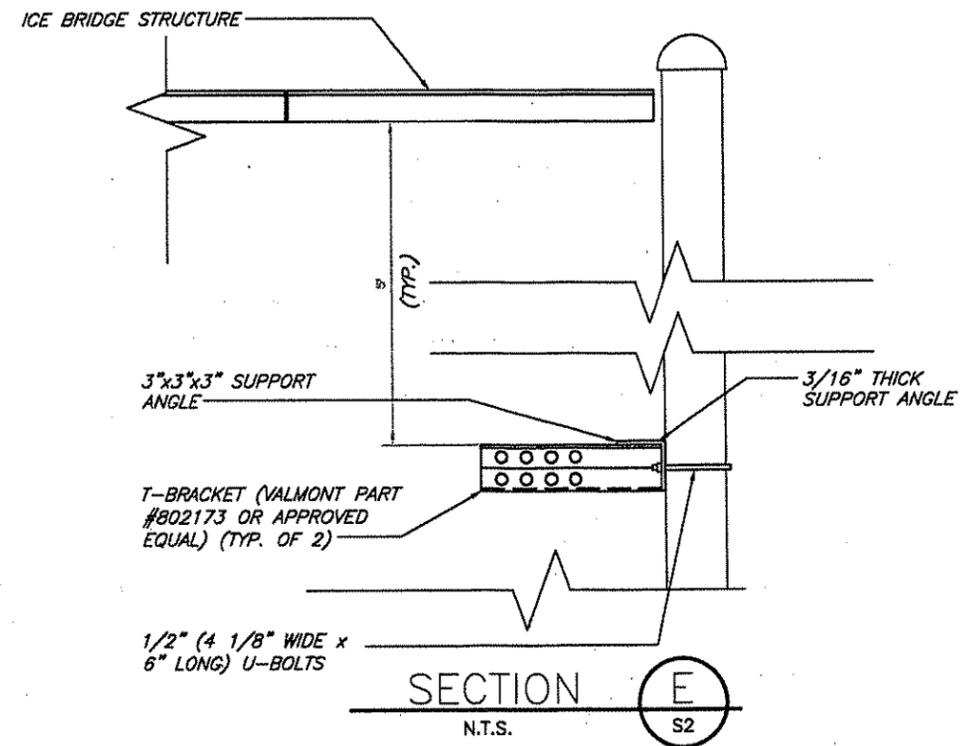
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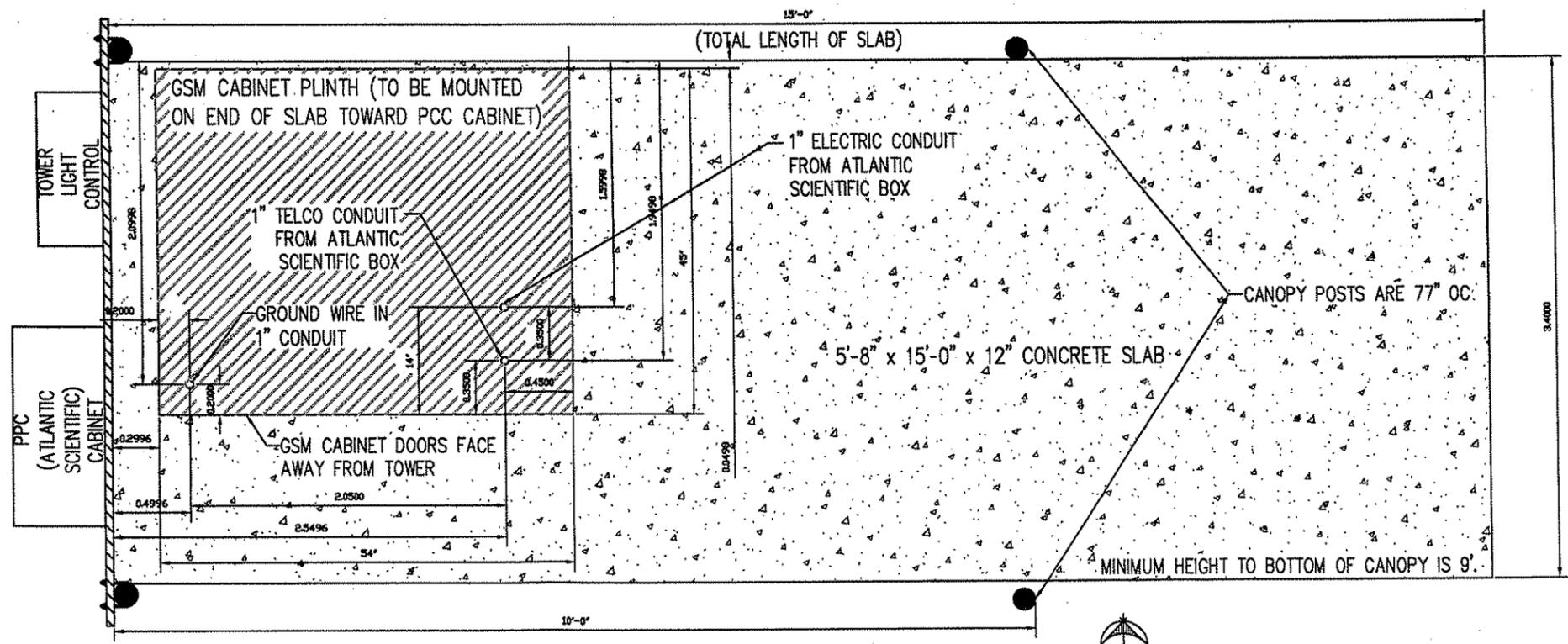
F1



SECTION **A**
 N.T.S. S2



SECTION **E**
 N.T.S. S2



SLAB & STUB-UP DETAIL **C**
 SCALE = 1\"/>

| REV. | DATE | DESCRIPTION |
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RINETOWN
 906 OLD PERRYVILLE LOOP
 SPRINGFIELD, KY 40069

**STRUCTURAL,
 FOUNDATION, & SLAB DETAILS**

| DESIGNED BY | DATE |
|-------------|----------|
| BLB | 09/27/07 |
| DRAWN BY | DATE |
| SAB | 09/27/07 |
| CHECKED BY | DATE |
| DBS | 09/27/07 |

JOB NO.
 06-0562-45

S2

BEST FILE: RINETOWN-00-45 IMAGE FILE: RIN01701702
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 PLOT: 09/27/07 10:28am
 PLOTTER: HP DesignJet 500

GENERAL NOTES - ELECTRIC WORK

A. WORK INCLUDED:

THIS SPECIFICATION AND ACCOMPANYING DRAWINGS CONTEMPLATE THE PROVISIONS AND INSTALLATION, BY THE ELECTRICAL CONTRACTOR OF ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO INSTALL THE ELECTRICAL WORK COMPLETE IN CONNECTION WITH THIS AMERICAN CELLULAR SYSTEMS SITE AND SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:

1. THE PROVISIONS, INSTALLATION AND CONNECTION OF A GROUNDING ELECTRODE SYSTEM COMPLETE WITH AN EQUIPMENT CABINET AND SECONDARY GROUNDING, EX. TOWER GROUNDING AND CONNECTIONS TO THE INCOMING ELECTRICAL DISTRIBUTION EQUIPMENT.
2. THE PROVISIONS AND INSTALLATION OF AN ELECTRICAL SERVICE AND ALL ASSOCIATED WIRE AND CONDUIT AS REQUIRED AND/OR INDICATED ON PLANS.
3. ALL UNDERGROUND CONDUITS SHALL BE SCHEDULE 40 PVC. (UNLESS OTHERWISE NOTED).
4. ALL SPARE CONDUITS SHALL BE LEFT WITH PULL WIRE FOR FUTURE USE. STUB BOTH ENDS OF SPARE CONDUIT UP AT 12" ABOVE FINISHED GRADE. INSTALL PLUGS AT BOTH ENDS OF SPARE CONDUITS.
5. THE CONTRACTOR SHALL FURNISH AND INSTALL THE ELECTRICAL SERVICE ENTRANCE CONDUITS AND CONDUIT AND MAKE THE CONNECTION TO THE SERVICE EQUIPMENT WITHIN THE EQUIPMENT CABINET.
6. THE CONTRACTOR SHALL FURNISH AND INSTALL 200# TEST PULL LINE IN ALL SPARE CONDUIT.
7. CONTRACTOR SHALL NOTIFY ELECTRIC AND TELEPHONE SERVICES CONTACT AT START OF CONSTRUCTION.
8. ABOVE GRADE RISER CONDUIT SHALL BE GALVANIZED STEEL WITH MATCHING FITTINGS.
9. THE CONTRACTOR SHALL PERFORM ALL WORK SHOWN ON THE EQUIPMENT DRAWINGS NOTED "FIELD WORK" OR OTHERWISE NOTED AS WORKING TO BE COMPLETED IN THE FIELD.
10. ALL WIRE SHALL BE (COPPER, 600V THIN, 90%) UNLESS NOTED OTHERWISE.
11. CONTRACTOR SHALL MAINTAIN THE DISTANCE OF 12" BETWEEN EXISTING/NEW TELCO & ELECTRIC CONDUITS UNLESS NOTED OTHERWISE.
12. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF GROUNDING PRIOR TO TRENCHING.

B. CODES, PERMITS AND FEES:

1. ALL REQUIRED PERMITS, LICENSES, INSPECTIONS AND APPROVALS SHALL BE SECURED AND ALL FEES FOR SAME PAID BY CONTRACTOR.
2. THE INSTALLATION SHALL COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES, STATE, LOCAL AND NATIONAL AND THE DESIGN, PERFORMANCE CHARACTERISTICS AND METHODS OF CONSTRUCTION OF ALL ITEMS AND EQUIPMENT, SHALL BE IN ACCORDANCE WITH THE LATEST ISSUE OF THE VARIOUS APPLICABLE STANDARD SPECIFICATIONS OF THE FOLLOWING RECOGNIZED AUTHORITIES:

- A.N.C.I. - AMERICAN NATIONAL STANDARDS INSTITUTE
- I.E.E.E. - INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS
- N.E.C. - NATIONAL ELECTRICAL CODE
- N.E.M.A. - NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
- N.F.P.A. - NATIONAL FIRE PROTECTION ASSOCIATION
- U.L. - UNDERWRITERS LABORATORIES, INC.

3. THE CONTRACTOR SHALL BE LICENSED TO PERFORM WORK IN THE STATE, CITY OR COUNTY OF THE PROJECT SITE AS REQUIRED.

C. GROUNDING ELECTRODE SYSTEM

1. CONNECTIONS

ALL GROUNDING CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC WELDED PROCESS (CADWELDED OR APPROVED EQUAL) UNLESS OTHERWISE SHOWN. CONNECTIONS SHALL INCLUDE ALL CABLE TO CABLE, SPLICES, TEE'S, X'S, ETC. ALL CABLE TO GROUND RODS, GROUND ROD SPLICES AND LIGHTNING PROTECTION SYSTEM AS INDICATED. ALL MATERIALS USED (MOLDS, WELDING METAL, TOOLS, ETC.) SHALL BE BY "CADWELD" AND INSTALLED PER MANUFACTURERS RECOMMENDATIONS AND PROCEDURES.

2. GROUND RODS

ALL GROUND RODS SHALL BE 5/8" DIAMETER x 8'-0" LONG (MIN.) STAINLESS STEEL OR COPPER CLAD STEEL "COPPERWELDED" OR APPROVED EQUAL OF THE NUMBER AND AT LOCATIONS INDICATED. GROUND RODS SHALL BE DRIVEN FULL LENGTH VERTICAL IN UNDISTURBED EARTH SO THAT THE TOP IS 42" BELOW FINISHED GRADE. ALL GROUND RODS SHALL BE AT LEAST 10' APART UNLESS OTHERWISE NOTED.

3. GROUNDING LEADS

ALL GROUND LEADS TO BURIED GROUND RINGS SHALL BE #2 AWG THINNED SOLID COPPER. COIL 6' OF #2 AWG THINNED SOLID COPPER AT EACH EQUIPMENT CABINET, COAX ENTRY GROUND BAR, PIPE BRIDGE SUPPORT FOUNDATIONS AND TOWER FOUNDATIONS FOR TERMINATION BY ELECTRICAL CONTRACTOR. AFTER CABINET INSTALLATION, ELECTRICAL CONTRACTOR SHALL SPLICE GROUND RING LEAD TO #2 AWG INSTALLED STRANDED COPPER WIRE SUPPLIED WITH CABINET.

4. GROUND RING

THE GROUND RING ENCLING THE EQUIPMENT PAD SHALL BE #2 AWG THINNED SOLID COPPER CABLE IN DIRECT CONTACT WITH THE EARTH AT A DEPTH OF NOT LESS THAN 42". CONDUCTOR BENDS SHALL HAVE A MINIMUM RADIUS OF 12". MAINTAIN 2" CLEAR OF FOUNDATIONS.

5. BACKFILL

NON-CORROSIVE, LOW RESISTIVITY MATERIAL FREE OF STONE, DEBRIS, ETC. AND TAMPED DOWN THOROUGHLY IN LAYERS NOT EXCEEDING SIX (6) INCHES IN DEPTH, TO AT LEAST 95% OF ORIGINAL DENSITY BEFORE EXCAVATION.

6. MISCELLANEOUS

ALL EXTERIOR METAL SHALL BE CONNECTED TO THE GROUNDING SYSTEM WITH HIGH PRESSURE 2-BOLT LUG BY BURNDY OR BY THE EXOTHERMIC WELDED PROCESS (CADWELDED OR APPROVED EQUAL) AS APPLICABLE. ALL OTHER CONNECTIONS FOR THE GROUNDING SYSTEM SHALL BE MADE BY THE EXOTHERMIC WELDED PROCESS (CADWELDED OR APPROVED EQUAL), AND INSTALLED PER MANUFACTURERS RECOMMENDATIONS AND PROCEDURES. ALL MECHANICAL FASTENERS CONNECTIONS TO ALL GROUND BARS SHALL BE LUBRICATED WITH A CORROSION INHIBITER THOMAS AND BETTS KORP - SHIELD.

7. UTILITY COMPANY COORDINATION

ELECTRICAL CONTRACTOR SHALL COMPLETE ALL WORK IN ACCORDANCE WITH THE RULES OF THE LOCAL UTILITY COMPANY, BEFORE SUBMITTING HIS BID. THE CONTRACTOR SHALL CHECK WITH THE UTILITY COMPANIES SUPPLYING SERVICE TO THIS PROJECT AND SHALL DETERMINE FROM THEM ALL EQUIPMENT AND CHARGES WHICH THEY WILL REQUIRE AND SHALL INCLUDE THE COST IN HIS BID WHENEVER POSSIBLE.

B. GROUND TEST

GROUND TESTS SHALL BE PERFORMED UTILIZING A BIDDLE GROUND OHMMER OR THE METHOD OF USING TWO AUXILIARY GROUND RODS (AS DESCRIBED IN I.E.E.E. STANDARD No. 350, PARAGRAPH 3.42) MAY BE USED. THE I.E.E.E. METHOD REQUIRES THE USE OF AN A.C. TEST CURRENT. THE AUXILIARY TEST RODS MUST BE SUFFICIENTLY FAR AWAY FROM THE ROD UNDER TEST SO THAT THE REGIONS IN WHICH THEIR RESISTANCE IS LOCATED DO NOT OVERLAP. CONTRACTOR SHALL MAINTAIN CONTINUITY OF EXISTING GROUND RING BY SPLICING (VIA CADWELD) ANY CUT OR BROKEN SECTIONS WITH #2 SOLID THINNED COPPER TO EXISTING OR NEW GROUNDING.

D. TESTING

1. ALL TEST SHALL BE PERFORMED BY AUTHORIZED AND QUALIFIED PERSONNEL.
2. CONTRACTOR SHALL CONDUCT GROUND RESISTANCE TEST IN THE FORMAT AS FOLLOWS: PERFORM TEST WITH THE GROUND RODS CONNECTED, WITH DRY SOIL AND WHEN NO STANDING WATER HAS BEEN PRESENT FOR THE PAST TEN DAYS. IF THE RESISTANCE OF THE ENTIRE SYSTEM EXCEEDS 5 OHMS, THE ELECTRICAL CONTRACTOR AND OWNER'S REPRESENTATIVE SHOULD BE NOTIFIED SO THAT EITHER ADDITIONAL AND/OR DEEPER RODS CAN BE INSTALLED.
3. THE CONTRACTOR SHALL CALL AN AMERICAN CELLULAR REPRESENTATIVE FOR INSPECTION OF THE GROUNDING SYSTEM 48 HOURS PRIOR TO ITS COMPLETION. THE SYSTEM SHALL BE LEFT UNCOVERED UNTIL APPROVED.
4. UPON COMPLETION OF THE GROUNDING SYSTEM, THE ELECTRICAL CONTRACTOR SHALL MEDGER TEST THE GROUNDING SYSTEM. THE MAXIMUM RESISTANCE LEVEL IS 5 OHMS. A COMPLETE WRITTEN REPORT SHALL BE SUBMITTED STATING ACTUAL RESISTANCE READING, LOCATION, DATE, TIME, AND WEATHER CONDITIONS AND SOIL MOISTURE CONTENT. THE TEST EQUIPMENT USED SHALL BE IDENTIFIED BY MANUFACTURER, MODEL AND SERIAL NUMBERS. IF 5 OHMS IS EXCEEDED WITH CURRENT CONFIGURATION, ELECTRICAL CONTRACTOR SHALL SUBMIT A QUOTE TO LOWER RESISTANCE TO 5 OHMS OR LESS, TO AMERICAN CELLULAR SYSTEMS.

E. ELECTRICAL LOADS

1. THE EQUIPMENT IS SET UP FOR A 200 AMP, 120/240 VOLT, SINGLE PHASE, THREE WIRE ELECTRICAL SERVICE. THE TOTAL CONNECTED LOAD IS 10.1 KILOVOLT-AMPERES (KVA).

SPECIAL CONTRACTOR NOTES

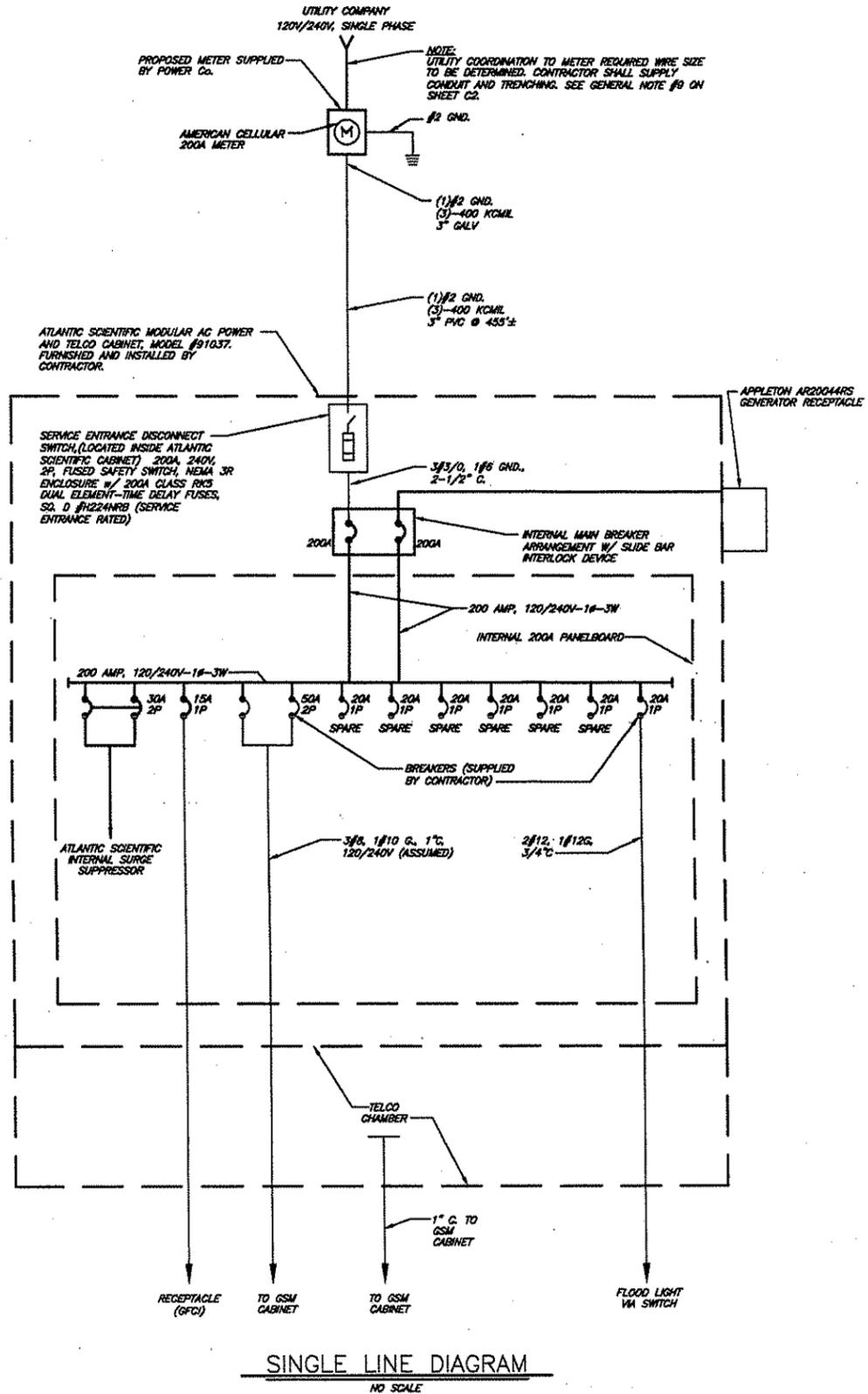
NOTE 1:

1. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF GROUNDING PRIOR TO TRENCHING.
2. IF EXISTING GROUND RING EXISTS, CONTRACTOR SHALL MAINTAIN CONTINUITY OF EXISTING GROUND RING BY SPLICING (VIA CADWELD) ANY CUT OR BROKEN SECTIONS WITH #2 SOLID THINNED COPPER TO EXISTING OR NEW GROUNDING.

NOTE 2:

1. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UNDERGROUND UTILITY LINES PRIOR TO ANY EXCAVATION.
2. CONTRACTOR SHALL HAND DIG IN THE VICINITY OF ALL EXISTING LINES.

NOTE:
1. ITEMS SHOWN DARK INDICATES NEW WORK
2. ITEMS SHOWN LIGHT ARE SUPPLIED WITH PANEL



SINGLE LINE DIAGRAM
NO SCALE



Potesta & Associates, Inc.
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TEL: (304) 225-2245 FAX: (304) 225-2248
E-Mail Address: potesta@potesta.com

| REV. | DATE | DESCRIPTION |
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RINEL TOWN
906 OLD PERRYVILLE LOOP
SPRINGFIELD, KY 40069
SINGLE LINE DIAGRAM
AND ELECTRICAL NOTES

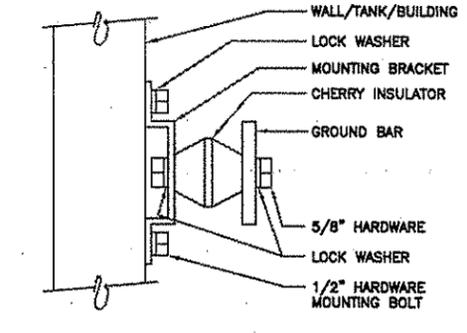
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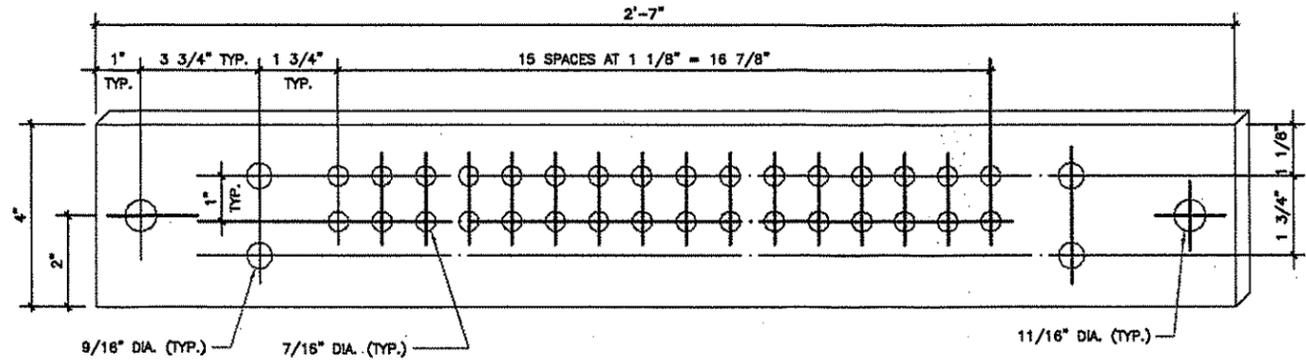
E1

THE ELECTRICAL DESIGN INFORMATION HAS BEEN PROVIDED TO POTESTA BY SHARED SITES AND INCLUDED WITH THESE CONSTRUCTION DRAWINGS FOR INFORMATIONAL PURPOSES ONLY.

XREF: Plan: 06-0562-45-01, 06-0562-45-02, 06-0562-45-03, 06-0562-45-04, 06-0562-45-05, 06-0562-45-06, 06-0562-45-07, 06-0562-45-08, 06-0562-45-09, 06-0562-45-10, 06-0562-45-11, 06-0562-45-12, 06-0562-45-13, 06-0562-45-14, 06-0562-45-15, 06-0562-45-16, 06-0562-45-17, 06-0562-45-18, 06-0562-45-19, 06-0562-45-20, 06-0562-45-21, 06-0562-45-22, 06-0562-45-23, 06-0562-45-24, 06-0562-45-25, 06-0562-45-26, 06-0562-45-27, 06-0562-45-28, 06-0562-45-29, 06-0562-45-30, 06-0562-45-31, 06-0562-45-32, 06-0562-45-33, 06-0562-45-34, 06-0562-45-35, 06-0562-45-36, 06-0562-45-37, 06-0562-45-38, 06-0562-45-39, 06-0562-45-40, 06-0562-45-41, 06-0562-45-42, 06-0562-45-43, 06-0562-45-44, 06-0562-45-45, 06-0562-45-46, 06-0562-45-47, 06-0562-45-48, 06-0562-45-49, 06-0562-45-50, 06-0562-45-51, 06-0562-45-52, 06-0562-45-53, 06-0562-45-54, 06-0562-45-55, 06-0562-45-56, 06-0562-45-57, 06-0562-45-58, 06-0562-45-59, 06-0562-45-60, 06-0562-45-61, 06-0562-45-62, 06-0562-45-63, 06-0562-45-64, 06-0562-45-65, 06-0562-45-66, 06-0562-45-67, 06-0562-45-68, 06-0562-45-69, 06-0562-45-70, 06-0562-45-71, 06-0562-45-72, 06-0562-45-73, 06-0562-45-74, 06-0562-45-75, 06-0562-45-76, 06-0562-45-77, 06-0562-45-78, 06-0562-45-79, 06-0562-45-80, 06-0562-45-81, 06-0562-45-82, 06-0562-45-83, 06-0562-45-84, 06-0562-45-85, 06-0562-45-86, 06-0562-45-87, 06-0562-45-88, 06-0562-45-89, 06-0562-45-90, 06-0562-45-91, 06-0562-45-92, 06-0562-45-93, 06-0562-45-94, 06-0562-45-95, 06-0562-45-96, 06-0562-45-97, 06-0562-45-98, 06-0562-45-99, 06-0562-45-100.

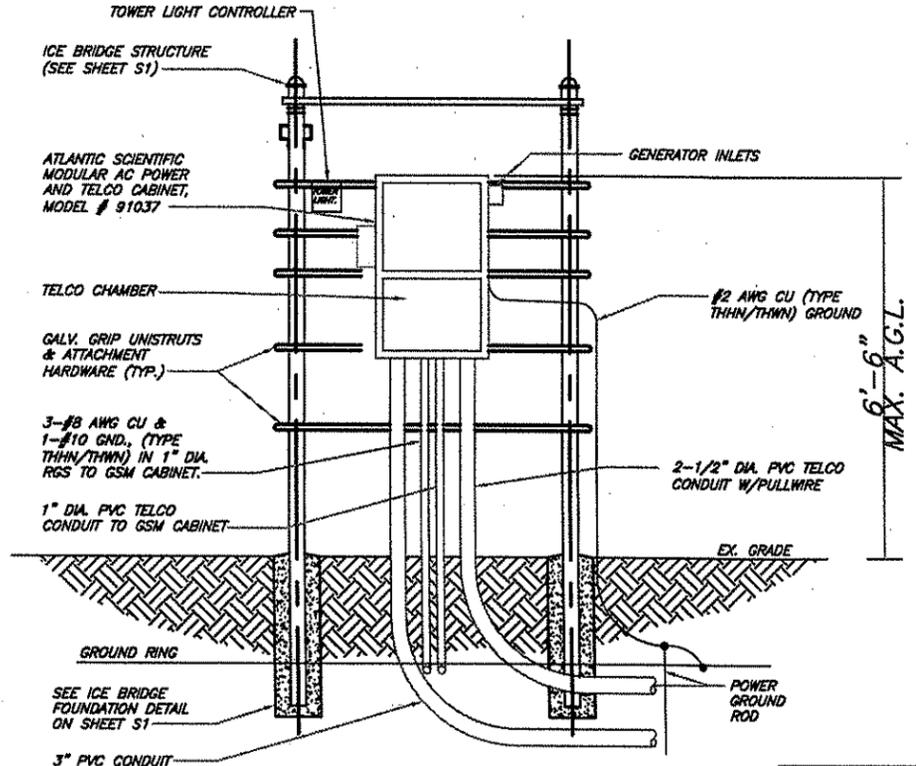


GROUND BAR MOUNTING
 SCALE: N. T. S.



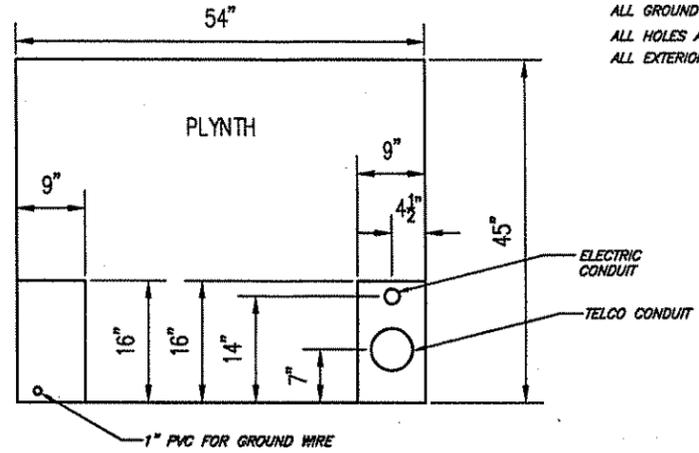
MASTER & TOWER GROUND BAR (MGB & TGB)
 SCALE: N. T. S.

ALL GROUND BAR'S SHALL BE CONSTRUCTED FROM 1/4" THICK COPPER PLATE
 ALL HOLES ARE COUNTERSUNK 1/16"
 ALL EXTERIOR GROUND BARS SHALL BE TIN PLATED



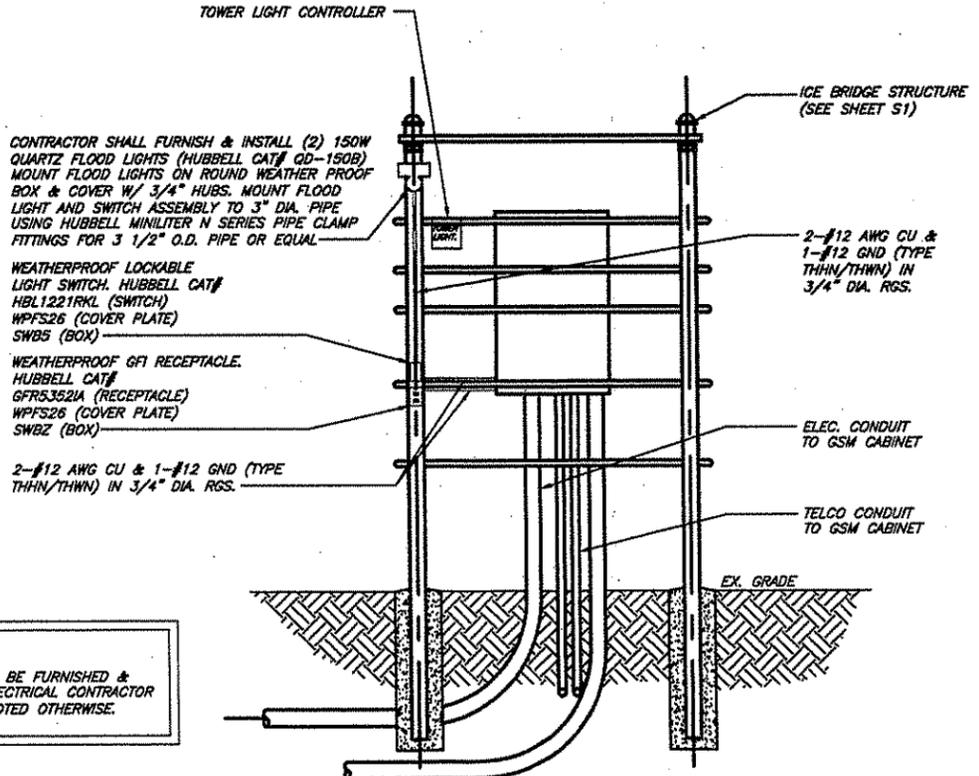
H-FRAME (FRONT VIEW)
 SCALE: N. T. S.

NOTE:
 CONTRACTOR SHALL COORDINATE W/LOCAL POWER CO. ON ALL REQUIREMENTS OF INSTALLATION OF CONDUITS. (FINAL CONNECTIONS BY POWER CO.)



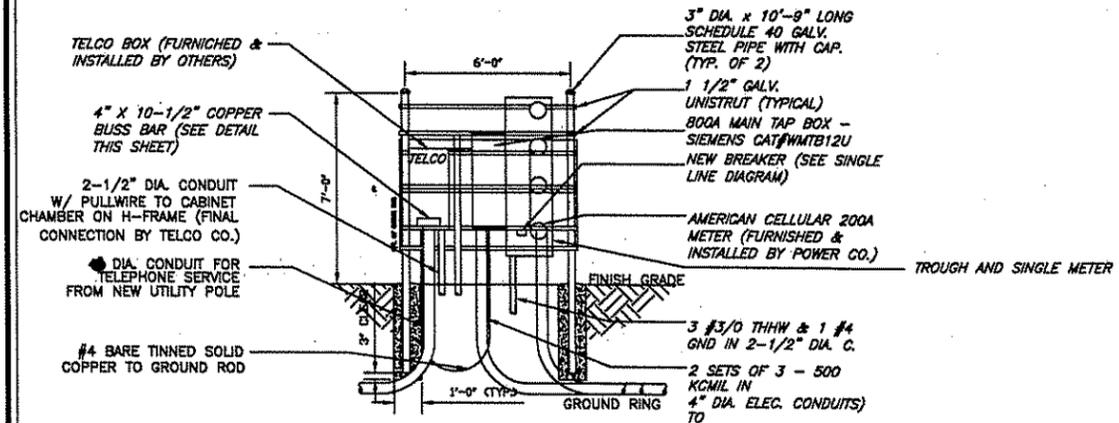
CONDUIT ENTRANCE DETAIL
 SCALE: N. T. S.

- CONDUIT ENTRANCE NOTES:**
1. CONDUITS NEED TO STUB UP IN 9" X 16" SPACE (AS SHOWN)
 2. GROUND SHOULD BE PLACED AS SHOWN FOR BEST ROUTE TO GROUNDING BAR
 3. POWER CONDUIT CHANGES TO FLEX CONDUIT JUST ABOVE TOP OF PAD
 4. CONDUITS CUT OFF AT 2" ABOVE PAD
 5. USE #2 BARE TIN COPPER FOR GROUNDING CONDUCTORS



H-FRAME (REAR VIEW)
 SCALE: N. T. S.

NOTE:
 ALL ITEMS SHALL BE FURNISHED & INSTALLED BY ELECTRICAL CONTRACTOR (E.C.) UNLESS NOTED OTHERWISE.



ELECTRICAL PEDESTAL
 SCALE: N. T. S.

THE ELECTRICAL DESIGN INFORMATION HAS BEEN PROVIDED TO POTESTA BY SHARED SITES AND INCLUDED WITH THESE CONSTRUCTION DRAWINGS FOR INFORMATIONAL PURPOSES ONLY.

| REV. | DATE | DESCRIPTION |
|------|------|-------------|
| | | |

RINETOWN
 906 OLD PERRYVILLE LOOP
 SPRINGFIELD, KY 40069

ELECTRICAL DETAILS

| DESIGNED | DATE |
|----------|----------|
| BLB | 09/27/07 |
| DRAWN | DATE |
| SAB | 09/27/07 |
| CHECKED | DATE |
| DBS | 09/27/07 |

JOB NO.
 06-0562-45

E3

PLOT FILE: RINETOWN-00-45 - BASE FROM EMBLETON.DWG
 DATE: 11/09/07 10:00:00 AM
 PLOTTER: HP-GL/PS-600
 PLOT SCALE: 1"=10'-0"

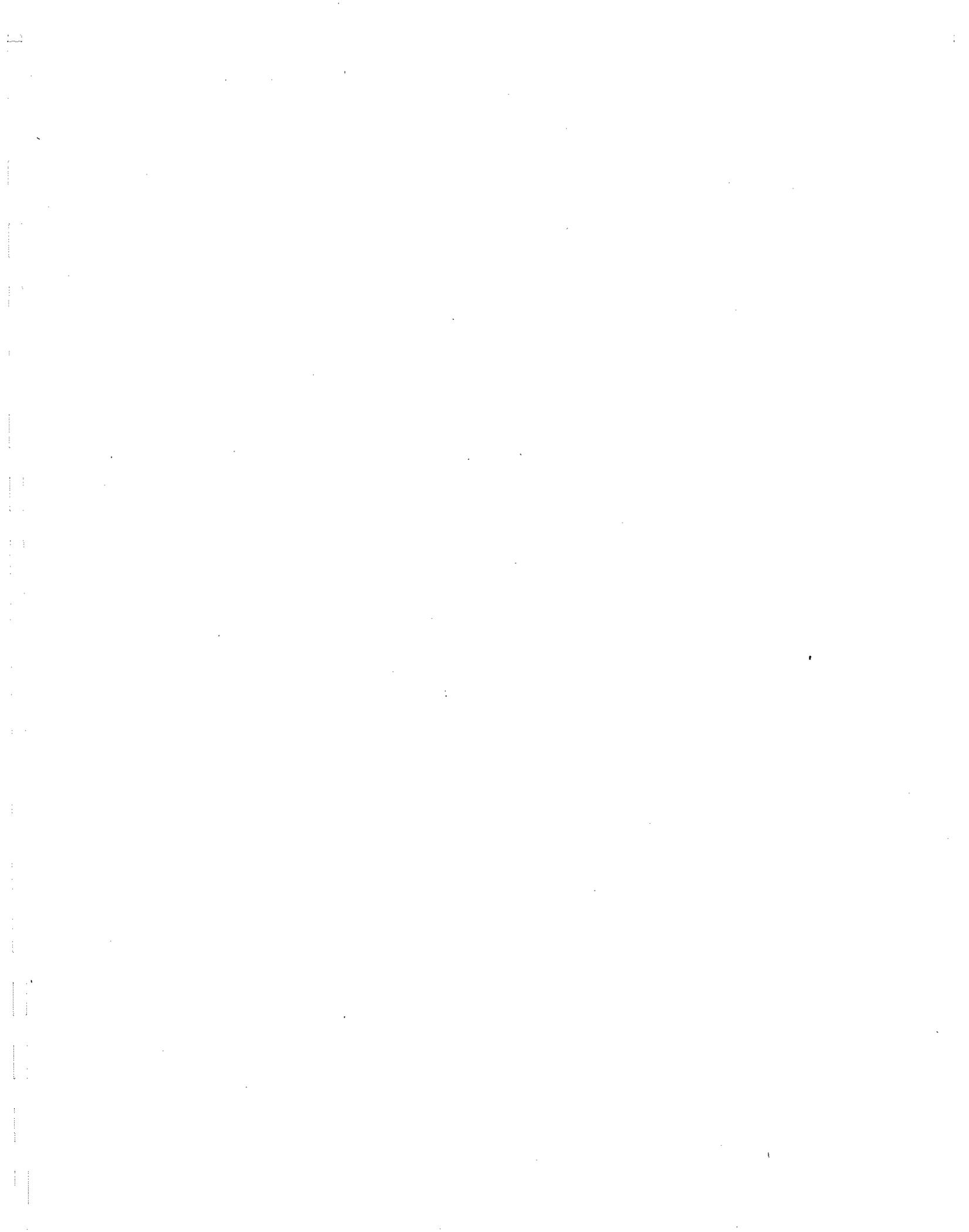


EXHIBIT F

COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST

COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST:

- American Towers
- Crown Communications
- SBA
- Verizon
- Cingular/AT&T
- Nextel
- T-Mobil
- Sprint
- Bluegrass Cellular
- Ramcell Cellular

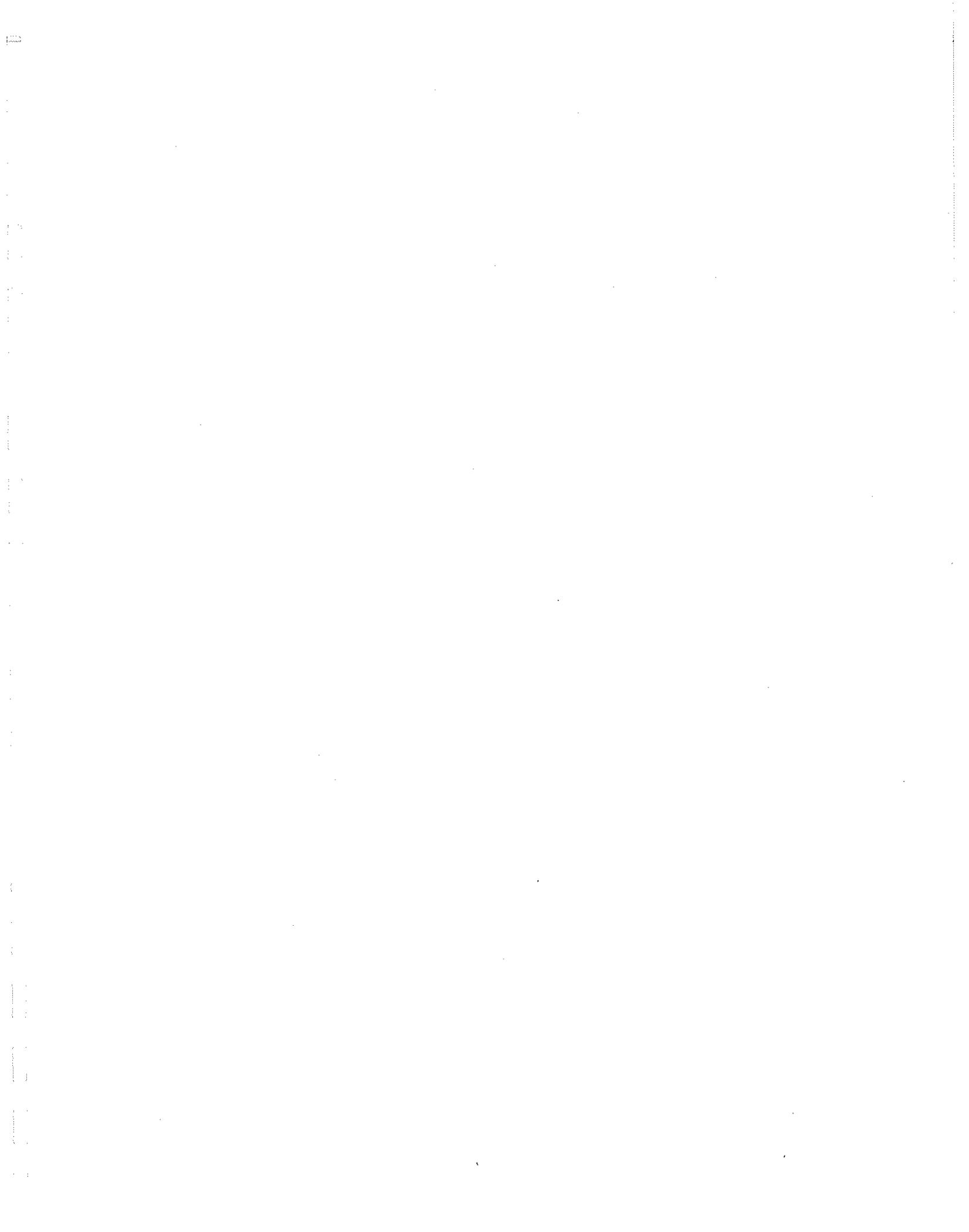


EXHIBIT G
COLLOCATION REPORT

CellularONE

124 S. Keeneland Drive Richmond, KY 40475

859-544-4802
859-544-5858 FAX

ACC Regional Engineering Office
KY-4,6,8 / WA-2,3,7 / VA-2 / PA-2

March 2, 2007

To Whom It May Concern:

In regard to the proposed cellular communications site known as Rhineltown, this letter will seek to explain co-location issues.

To be able to serve the area, structures in the range of 320 ft above ground level will be required as explained in our "statement of need" document. According to a survey by our site acquisition team and contractor Shared Tower Sites, there are simply no tall structures in the area. Therefore, while it is the policy of Dobson Communications to pursue co-location opportunities wherever possible, there are no opportunities in this area. Thus, the construction of new facilities is the only alternative available.

Sincerely,



W. Eric Broviak
Regional Rf Engineering Manager

CellularONE

124 S. Keeneland Drive Richmond, KY 40475

859-544-4802
859-544-5858 FAX

ACC Regional Engineering Office
KY 4, 5, 6, 8 / WV 2, 3, 7 / VA 2 / PA 0

Rhineltown

Discussion of site need and configuration

Currently coverage along US-150 has a gap between Springfield and the Washington County line. The current Springfield site is on a water tank and dies off rapidly after about 2 ½ miles to the east of town.

It was determined that a site of near Rhineltown and one further east would fill in this 10 mile gap and provide continuous coverage along US-150 from Springfield to Perryville. Due to the terrain in the area, especially the low areas along the drainages known as Lick Run and Beech Fork, an antenna height of 320 ft above ground is needed at Rhineltown to assure coverage in the low spots along the route.

Sincerely,



W. Eric Broviak
Regional Rf Engineering Manager

EXHIBIT H
APPLICATION TO FAA



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

Aeronautical Study No.
 2007-ASO-4289-OE
 Prior Study No.
 2007-ASO-3611-OE

Issued Date: 08/31/2007

Kamal Doshi
 Shared Sites, L.L.C.
 1390 Chain Bridge Rd #40
 McLean, VA 22101

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

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

Structure: Antenna Tower Rineltown 2
 Location: Springfiled, KY
 Latitude: 37-40-12.95 N NAD 83
 Longitude: 85-9-21.07 W
 Heights: 335 feet above ground level (AGL)
 1155 feet above mean sea level (AMSL)

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

As a condition to this Determination, the structure is marked and/or lighted in accordance with FAA Advisory circular 70/7460-1 K Change 2, Obstruction Marking and Lighting, 24-hr med-strobes - Chapters 4,6(MIWOL),&12.

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

- At least 10 days prior to start of construction (7460-2, Part I)
- Within 5 days after the construction reaches its greatest height (7460-2, Part II)

See attachment for additional condition(s) or information.
 This determination expires on 03/03/2009 unless:

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

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

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

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

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

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

If we can be of further assistance, please contact our office at (817) 838-1994. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2007-ASO-4289-OE.

Signature Control No: 531942-100614805

(DNE)

Linda Steele
Technician

Attachment(s)
Additional Information
Frequency Data

7460-2 Attached

Additional information for ASN 2007-ASO-4289-OE

The FAA has no objection to the use of a 24-hour medium intensity obstruction lighting system (MIWOL) with regards to aviation safety. However, the sponsor should be acutely aware that the nighttime use of a MIWOL system is often very objectionable to citizens who reside in the vicinity of the structure. Serious complaints often result from the use of this type of lighting system even in rural areas. The FAA does not approve MIWOL systems in or near urban areas or within 3 nautical miles of a public-use airport. Accordingly, should the sponsor wish to utilize one of the alternative lighting systems, the FAA would have no objection.

PLEASE BE ADVISED THAT THERE IS A VERY STRONG POSSIBILITY SOMEONE WILL COMPLAIN ABOUT THIS MIWOL SYSTEM. ALL COMPLAINTS RECEIVED BY THIS OFFICE WILL BE REFERRED DIRECTLY TO YOU.

Frequency Data for ASN 2007-ASO-4289-OE

| LOW FREQUENCY | HIGH FREQUENCY | FREQUENCY UNIT | ERP | ERP UNIT |
|------------------|-------------------|-------------------|------|-------------|
| 806 | 824 | MHz | 500 | W |
| 824 | 849 | MHz | 500 | W |
| 851 | 866 | MHz | 500 | W |
| 869 | 894 | MHz | 500 | W |
| 896 | 901 | MHz | 500 | W |
| 901 | 902 | MHz | 7 | W |
| 930 | 931 | MHz | 3500 | W |
| 931 | 932 | MHz | 3500 | W |
| 932 | 932.5 | MHz | 17 | dBW |
| 935 | 940 | MHz | 1000 | W |
| 940 | 941 | MHz | 3500 | W |
| 1850 | 1910 | MHz | 1640 | W |
| 1930 | 1990 | MHz | 1640 | W |
| 2305 | 2310 | MHz | 2000 | W |
| 2345 | 2360 | MHz | 2000 | W |

EXHIBIT I

APPLICATION TO KENTUCKY AIRPORT ZONING COMMISSION



Kentucky Airport Zoning Commission
200 Mero Street
Frankfort, KY 40622

(502) 564-4480
fax: (502) 564-7953
No.: AS-115-612-07-165

September 21, 2007

APPROVAL OF APPLICATION

RINELTOWN

APPLICANT:

Shared Sites, LLC
Kamal Doshi
1390 Chain Bridge Road #40
MCLEAN, VA 22101

SUBJECT: AS-115-612-07-165

STRUCTURE: Antenna Tower
LOCATION: SPRINGFIELD, KY
COORDINATES: 37-40-12.95 N / 85-09-21.07 W
HEIGHT: 335'AGL/1155'AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct 335'AGL/1155'AMSL Antenna Tower near SPRINGFIELD, KY 37-40-12.95 N / 85-09-21.07 W.

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

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

Medium intensity white strobe lights are required in accordance with 602 KAR 50:100

A handwritten signature in black ink, appearing to read "John Houlihan".

John Houlihan, Administrator



EXHIBIT J
GEOTECHNICAL REPORT

**SUBSURFACE INVESTIGATION &
FOUNDATION RECOMMENDATIONS**

**PROPOSED RINELTOWN
CELL TOWER
SPRINGFIELD, KENTUCKY**

Prepared for:

**SHARED SITES, L.L.C.
LOWVILLE, NY**

Prepared by:

**ALT & WITZIG ENGINEERING, INC.
WEST CHESTER, OHIO**

JULY 5, 2007

PROJECT NO. 07CN0186



Alt & Witzig Engineering, Inc.

6205 Schumacher Park Drive • West Chester, Ohio 45069
(513) 777-9890 • Fax (513) 777-9070

July 5, 2007

Shared Sites, L.L.C.
7383 Utica Blvd
Lowville, NY 13367
ATTN: Mr. Matthew J. Wallack

RE: Subsurface Investigation &
Foundation Recommendations
Proposed Rinetown Tower
Springfield, Kentucky
Alt & Witzig File: 07CN0186

Gentlemen:

In compliance with your request, we have completed a foundation investigation and evaluation for the above referenced project. It is our pleasure to transmit herewith three (3) copies of our report.

SITE LOCATION:

The site is located in Springfield, Kentucky. Specifically, this site is located at 910 Old Perryville Loop. The general vicinity of the site is shown on the enclosed site location map in the appendix of this report.

The purpose of this subsurface investigation was to determine the various soils profile components, determine the engineering characteristics of the materials encountered, and provide information to be used in preparing foundation designs for the proposed communication tower.

Field Services

The field investigation included reconnaissance of the project site, drilling four (4) soil borings for the tower. Additionally, investigation included performing standard penetration tests, and obtaining soil samples retained in the standard split-spoon sampler. The apparent groundwater level at the boring location was also determined.

Offices:

Cincinnati, Ohio • Dayton, Ohio
Indianapolis • Evansville • Fort Wayne • Lafayette • South Bend • Terre Haute, Indiana

Shared Site, L.L.C.
Rineltown Cell Tower
Alt & Witzig File No.: 07CN0186
July 5, 2007
Page 2

The soil borings were performed with a conventional drilling rig equipped with a rotary head. Conventional hollow-stem augers were used to advance the holes. Representative samples were obtained employing split-spoon sampling procedures in accordance with ASTM Procedure D-1586.

During the sampling procedure, standard penetration tests were performed at regular intervals to obtain the standard penetration value of the soil. The standard penetration value is defined as the number of blows of a 140-pound hammer, falling thirty (30) inches, required to advance the split-spoon sampler one (1) foot into the soil. The results of the standard penetration tests indicate the relative density and comparative consistency of the soils, and thereby provide a basis for estimating the relative strength and compressibility of the soil profile components.

In addition samples of the bedrock materials were obtained using rock coring procedures in general accordance with ASTM D-2113. The equipment used to obtain the cores was a conventional "NX" double tube core barrel system with a diamond cutting bit.

Laboratory Testing

The types of soils encountered in the borings were visually classified and are described in detail on the boring logs. Representative samples of the soils encountered in the field were placed in sample jars and are now stored in our laboratory. Unless notified to the contrary, all samples will be disposed of after three (3) months.

Recommendations for Tower

Information provided by Shared Site, LLC indicates that a guyed cellular tower will be constructed at this site. It is anticipated that the tower will not exceed 320 feet in height. It is anticipated that the structural loads of the tower will be supported by conventional spread footings anchored into the rock.

Our borings encountered medium stiff to stiff clay and silty clay to a depth of three (3) to seven and one-half (7½) feet in the area of the tower. At this depth the borings encountered auger refusal on apparent limestone bedrock. A rock core was then performed from seven (7) feet to twelve (12) feet at boring B-4. The rock core indicated hard limestone. Recovery for the core was 98% with a Rock Quality Designation (RQD) of 48% for the core. This qualifies as fair to good quality bedrock.

The following soil parameters can be used to design a shallow foundation. Due to the seasonal variations in moisture content and freeze thaw cycles, no skin friction or resistance to passive pressure should be considered above three (3) feet.

Shared Site, L.L.C.
 Rineltown Cell Tower
 Alt & Witzig File No.: 07CN0186
 July 5, 2007
 Page 3

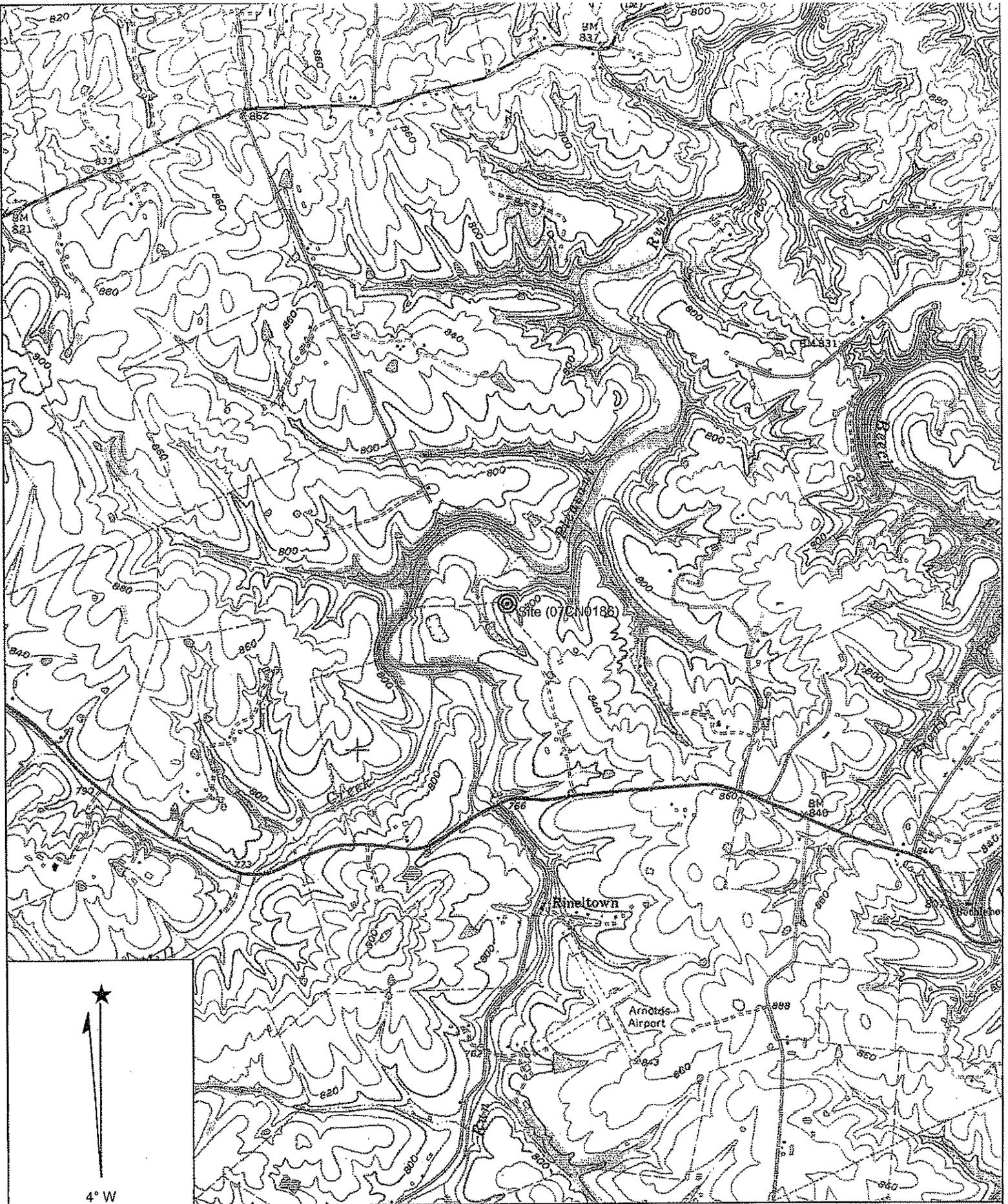
| Boring B-1 | | | | | | |
|---------------------|----------------------------|--------------------------------|-------------------|--------|-------|---|
| Soil Description | Depth Below Existing Grade | Bearing Pressure (psf) SF=3 | Dry Density (pcf) | ϕ | K_p | Coefficient of Friction Against Sliding |
| Silt and Silty Clay | 4' - 7.5' | 2,500 | 115 | 15° | 1.7 | 0.35 |
| Limestone | 7.5' + | 30,000 | 130 | 38° | 4.2 | 0.70 |

| Boring B-2 | | | | | | |
|------------------|----------------------------|--------------------------------|-------------------|--------|-------|---|
| Soil Description | Depth Below Existing Grade | Bearing Pressure (psf) SF=3 | Dry Density (pcf) | ϕ | K_p | Coefficient of Friction Against Sliding |
| Silty Clay | 4' - 6' | 3,000 | 115 | 15° | 1.7 | 0.50 |
| Limestone | 6' + | 30,000 | 130 | 38° | 4.2 | 0.70 |

| Boring B-3 | | | | | | |
|------------------|----------------------------|--------------------------------|-------------------|--------|-------|---|
| Soil Description | Depth Below Existing Grade | Bearing Pressure (psf) SF=3 | Dry Density (pcf) | ϕ | K_p | Coefficient of Friction Against Sliding |
| Limestone | 4' + | 30,000 | 130 | 38° | 4.2 | 0.70 |

| Boring B-4 | | | | | | |
|---------------------|----------------------------|--------------------------------|-------------------|--------|-------|---|
| Soil Description | Depth Below Existing Grade | Bearing Pressure (psf) SF=3 | Dry Density (pcf) | ϕ | K_p | Coefficient of Friction Against Sliding |
| Silty Clay and Clay | 4' - 7' | 3,000 | 115 | 15° | 1.7 | 0.50 |
| Limestone | 7' + | 30,000 | 130 | 38° | 4.2 | 0.70 |

APPENDIX



Site (07CN0186)

Rhinettown

Arnolds Airport

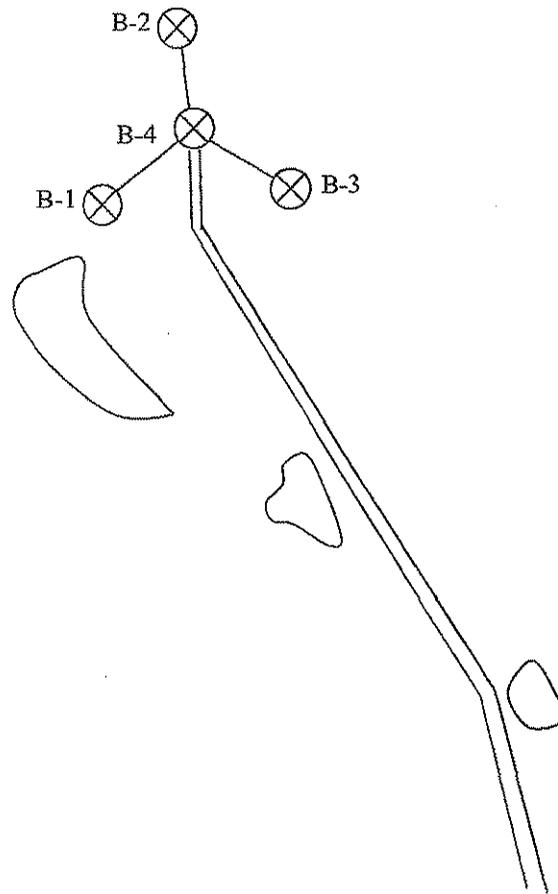


Name: SPRINGFIELD
Date: 7/5/2007
Scale: 1 inch equals 2000 feet

Location: 037° 40' 23.3" N 085° 09' 30.3" W
Caption: Site Location Map 07CN0186
Rhinettown Tower
Springfield, Kentucky

Boring Location Plan

Proposed Rineltown Tower
Springfield, Kentucky
Shared Sites, LLC



Not To Scale

07CN0186



RECORD OF SUBSURFACE EXPLORATION

Alt & Witzig Engineering, Inc.

CLIENT Shared Sites, LLC
 PROJECT NAME Rineltown Tower
 LOCATION Springfield, Kentucky

Boring # B-1
 Alt & Witzig File No. 07CN0186

DRILLING and SAMPLING INFORMATION

Date Started 7/11/2007 Hammer Wt. 140 lbs.
 Date Completed 7/11/2007 Hammer Drop 30 in.
 Boring Method HSA Spoon Sampler OD 2 in.

| STRATA ELEV. | SOIL CLASSIFICATION | Depth Scale | Strata Depth | Sample No. | Sample Type | Sampler Graphics | Ground Water | Standard Penetration Test, N - Blows/foot | Qu - tsf Unconfined Compressive Strength | Pp - tsf Pocket Penetrometer | Moisture Content % | Remarks |
|--------------|--|-------------|--------------|------------|-------------|------------------|--------------|---|--|------------------------------|--------------------|---------|
| | 0.0-0.3 Topsoil | | | | | | | | | | | |
| | 0.3-4.0 Reddish Brown Moist Silt | | 4.0 | 1 | SS | X | | 11 | 3.2 | 4.5 | 16.3 | |
| | 4.0-7.0 Brown Silty Clay with Some Limestone | 5 | | 2 | SS | X | | 9 | | | 20.2 | |
| | 7.0-7.5 Limestone and Trace Clay | | 7.5 | 3 | SS | X | | 50/2 | | | | |
| | Auger Refusal at 7.5 feet | | | | | | | | | | | |

Boring Method
 HSA - Hollow Stem Augers
 CFA - Continuous Flight Auger
 DC - Driving Casing
 MD - Mud Drilling

GROUNDWATER
 ▽ At Completion Dry ft.
 ▽ After _____ hours _____ ft.
 ○ Water on Rods Dry ft.
 C - Boring Caved Depth

Sample Type
 SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings



RECORD OF SUBSURFACE EXPLORATION

Alt & Witzig Engineering, Inc.

CLIENT Shared Sites, LLC
 PROJECT NAME Rineltown Tower
 LOCATION Springfield, Kentucky

Boring # B-2
 Alt & Witzig File No. 07CN0186

DRILLING and SAMPLING INFORMATION

Date Started 7/11/2007 Hammer Wt. 140 lbs.
 Date Completed 7/11/2007 Hammer Drop 30 in.
 Boring Method HSA Spoon Sampler OD 2 in.

| STRATA ELEV. | SOIL CLASSIFICATION | Depth Scale | Strata Depth | Sample No. | Sample Type | Sampler Graphics | Ground Water | Standard Penetration Test, N - Blows/foot | Qu - tsf Unconfined Compressive Strength | Pp - tsf Pocket Penetrometer | Moisture Content % | Remarks |
|--------------|--|-------------|--------------|------------|-------------|------------------|--------------|---|--|------------------------------|--------------------|---------|
| | 0.0-0.2 Topsoil | | | | | | | | | | | |
| | 0.2-6.0 Brown Silty Clay (Limestone Layers at 5 feet) | 5 | | 1 | SS | X | | 21 | | 4.5+ | 19.7 | |
| | | | 6.0 | 2 | SS | X | | 50/4 | | | 11.8 | |
| | Auger Refusal at 6.0 feet | | | | | | | | | | | |

Boring Method

- HSA - Hollow Stem Augers
- CFA - Continuous Flight Auger
- DC - Driving Casing
- MD - Mud Drilling

GROUNDWATER

- ▽ At Completion Dry ft.
- ▼ After _____ hours _____ ft.
- Water on Rods Dry ft.
- C - Boring Caved Depth

Sample Type

- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings



RECORD OF SUBSURFACE EXPLORATION

Alt & Witzig Engineering, Inc.

CLIENT Shared Sites, LLC
 PROJECT NAME Rineltown Tower
 LOCATION Springfield, Kentucky

Boring # B-3
 Alt & Witzig File No. 07CN0186

DRILLING and SAMPLING INFORMATION

Date Started 7/11/2007 Hammer Wt. 140 lbs.
 Date Completed 7/11/2007 Hammer Drop 30 in.
 Boring Method HSA Spoon Sampler OD 2 in.

| STRATA ELEV. | SOIL CLASSIFICATION | Depth Scale | Strata Depth | Sample No. | Sample Type | Sampler Graphics | Ground Water | Standard Penetration Test, N - Blows/foot | Cu - tsf Unconfined Compressive Strength | Pp - tsf Pocket Penetrometer | Moisture Content % | Remarks |
|--------------|--|-------------|--------------|------------|-------------|------------------|--------------|---|--|------------------------------|--------------------|---------|
| | SURFACE ELEVATION | | | | | | | | | | | |
| | 0.0-0.2 Topsoil | | | | | | | | | | | |
| | 0.2-3.0 Brown Silty Clay and Limestone | | 3.0 | 1 | SS | X | | 50/4 | | 4.5+ | 16.4 | |
| | Auger Refusal at 3.0 feet (Offset 2 times) | 5 | | | | | | | | | | |

Boring Method
 HSA - Hollow Stem Augers
 CFA - Continuous Flight Auger
 DC - Driving Casing
 MD - Mud Drilling

GROUNDWATER
 ∇ At Completion Dry ft.
 ▼ After _____ hours ft.
 ○ Water on Rods Dry ft.
 C - Boring Caved Depth

Sample Type
 SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings



RECORD OF SUBSURFACE EXPLORATION

Alt & Witzig Engineering, Inc.

CLIENT Shared Sites, LLC
 PROJECT NAME Rineltown Tower
 LOCATION Springfield, Kentucky

Boring # B-4
 Alt & Witzig File No. 07CN0186

DRILLING and SAMPLING INFORMATION

Date Started 7/11/2007 Hammer Wt. 140 lbs.
 Date Completed 7/11/2007 Hammer Drop 30 in.
 Boring Method HSA Spoon Sampler OD 2 in.

| STRATA ELEV. | SOIL CLASSIFICATION | Depth Scale | Strata Depth | Sample No. | Sample Type | Sampler Graphics | Ground Water | Standard Penetration Test, N - Blows/foot | Cu - Isf Unconfined Compressive Strength | Pp - Isf Pocket Penetrometer | Moisture Content % | Remarks |
|-------------------|--|-------------|--------------|------------|-------------|------------------|--------------|---|--|------------------------------|--------------------|---------|
| SURFACE ELEVATION | | | | | | | | | | | | |
| | 0.0-0.3 Topsoil | | | | | | | | | | | |
| | 0.3-4.0 Brown Silty Clay | | | 1 | SS | X | | 14 | | 4.5+ | 20.5 | |
| | 4.0-7.0 Brown Clay and Limestone | 5 | 4.0 | | | | | | | | | |
| | 7.0-12.0 Core Run 1 Gray Fossiliferous Limestone with Trace Calcite REC = 98% RQD = 48% | | 7.0 | 2 | SS | X | | 50 | | | | |
| | Terminated at 12.0 feet | | 12.0 | | | | | | | | | |

Boring Method
 HSA - Hollow Stem Augers
 CFA - Continuous Flight Auger
 DC - Driving Casing
 MD - Mud Drilling

GROUNDWATER
 ▽ At Completion ft.
 ▽ After hours ft.
 ○ Water on Rods Dry ft.
 C - Boring Caved Depth

Sample Type
 SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings

GENERAL NOTES

SAMPLE IDENTIFICATION

The Unified Soil Classification System is used to identify the soil unless otherwise noted.

SOIL PROPERTY SYMBOLS

- N: Standard "N" penetration: Blows per foot of a 140 pound hammer falling 30 inches on a 2 inch O.D. split-spoon.
- Qu: Unconfined compressive strength, TSF
- Qp: Penetrometer value, unconfined compressive strength, TSF
- Mc: Water content, %
- LL: Liquid limit, %
- PL: Plastic limit, %
- Dd: Natural dry density, PCF
- : Apparent groundwater level at time noted after completion

DRILLING AND SAMPLING SYMBOLS

- SS: Split-spoon - 1 3/8" I.D., 2" O.D., except where noted
- ST: Shelby tube - 3" O.D., except where noted
- AU: Auger sample
- DB: Diamond bit
- CB: Carbide bit
- WS: Washed sample

RELATIVE DENSITY AND CONSISTENCY CLASSIFICATION

| <u>TERM (NON-COHESIVE SOILS)</u> | <u>BLOWS PER FOOT</u> |
|----------------------------------|-----------------------|
| Very loose | 0 - 4 |
| Loose | 5 - 10 |
| Firm | 11 - 30 |
| Dense | 31 - 50 |
| Very Dense | Over 50 |

| <u>TERM (COHESIVE SOILS)</u> | <u>Qu (TSF)</u> |
|------------------------------|-----------------|
| Very soft | 0 - 0.25 |
| Soft | 0.25 - 0.50 |
| Medium | 0.50 - 1.00 |
| Stiff | 1.00 - 2.00 |
| Very Stiff | 2.00 - 4.00 |
| Hard | 4.00+ |

PARTICLE SIZE

| | | | | | |
|----------|---------------|-------------|----------------|------|---------------------|
| Boulders | 8 in.(+) | Coarse Sand | 5 mm-0.6 mm | Silt | 0.075 mm - 0.005 mm |
| Cobbles | 8 in. - 3 in. | Medium Sand | 0.6mm-0.2 mm | Clay | 0.005mm(-) |
| Gravel | 3 in. - 5 mm | Fine Sand | 0.2mm-0.075 mm | | |

Shared Site, L.L.C.
Rineltown Cell Tower
Alt & Witzig File No.: 07CN0186
July 5, 2007
Page 4

A cohesion of 500 psf can be used for the silts, clays, and silty clays encountered at a shallow depth across the site. A cohesion of 1,000 psf can be used for foundations placed into the bedrock at an apparent depth of three (3) to seven and one-half (7½) feet below grade.

The weight of the backfill above the footings will be used to resist uplift forces; therefore, it is recommended that proper compaction techniques be maintained. It is recommended that a density of 98% maximum dry density in accordance with ASTM D-698 be achieved above the footings to finished grade for all fill. If on-site soils are used, the excavation should be ramped so that a drive or walk-behind sheepfoot can be used to compact the clayey soils.

The groundwater should be anticipated at the soil/rock interface. All borings indicated dry conditions during and upon completion of operations. Also, depending upon the weather conditions while excavations are open, seepage from surface runoff may occur into shallow excavations. Since these foundation materials tend to soften when exposed to free water, every effort should be made to keep the excavations dry should water be encountered.

If we can give further service in these matters, please contact us at your convenience.

Respectfully Submitted,

ALT & WITZIG ENGINEERING, INC.



Robert Smith,

Project Engineer



Patrick A. Knoll, P.E.

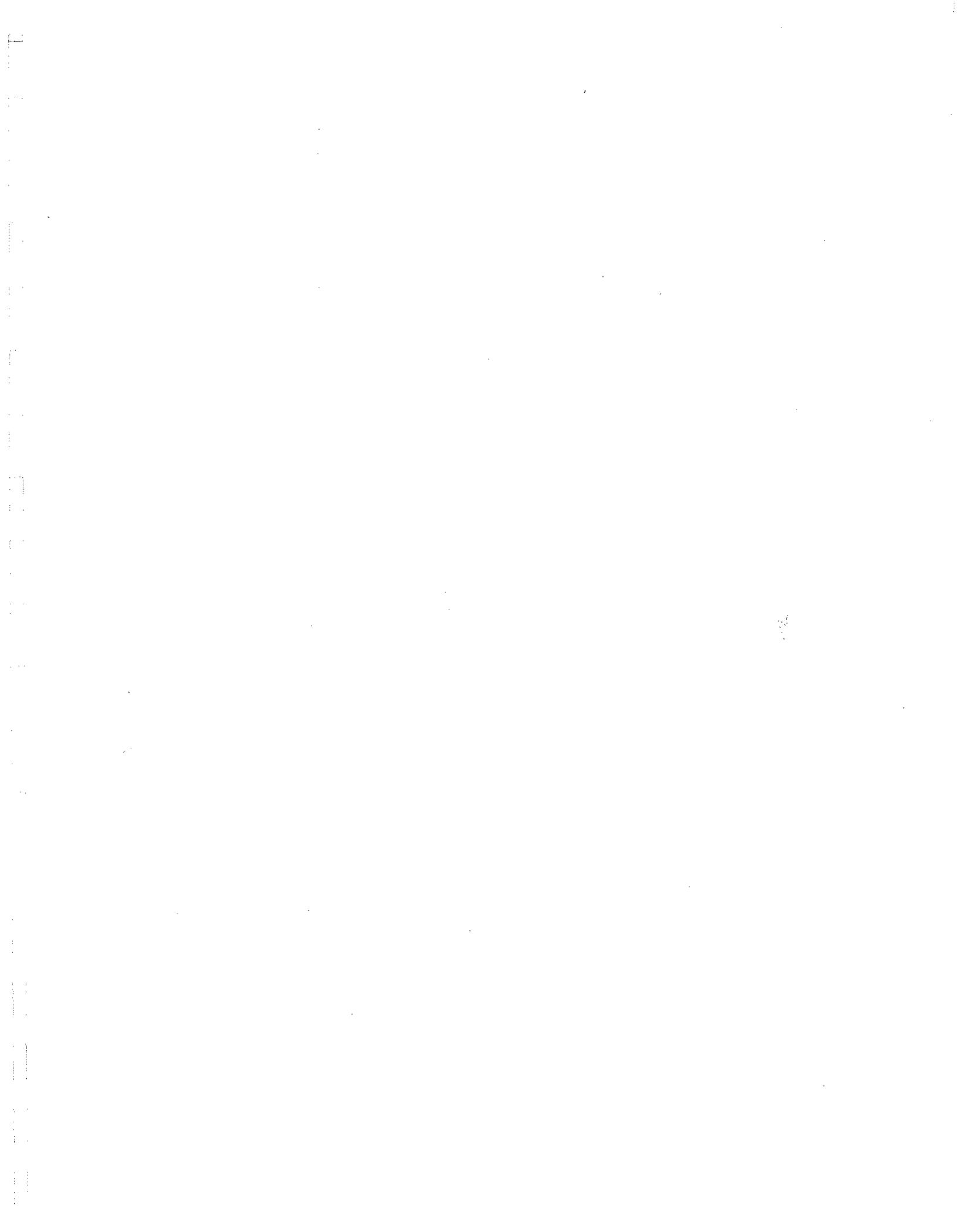


EXHIBIT K
DIRECTIONS TO WCF SITE

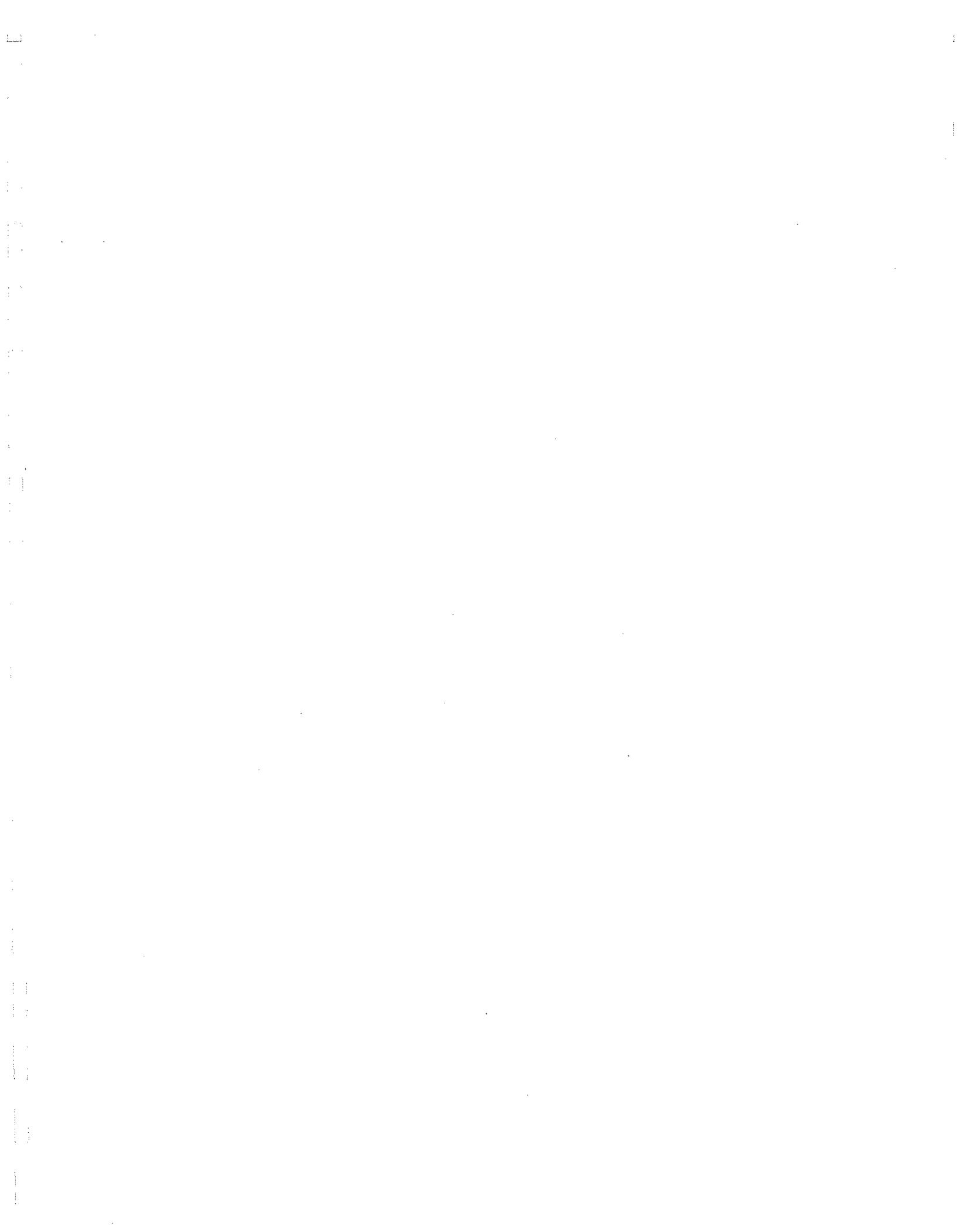


EXHIBIT L

COPY OF REAL ESTATE AGREEMENT

SITE LEASE AGREEMENT

Site I. D.: Rhineltown County: Washington Site Address: 910 Old Perryville Loop, Springfield, KY, 40069

1. **Premises and Use.** In consideration of the expenditures and efforts of lessee to develop and use the premises described below, the undersigned (jointly and severally, the "Owner") hereby leases to Shared Sites WV, LLC, a West Virginia limited liability company ("Lessee"), or its permitted assignee, the site described below:

The exclusive right to use and occupy real property, approximately 10,000 square feet of land, as approximately described and shown on Exhibit A, together with non-exclusive easements (a) to a public right of way, for reasonable access, (b) to the appropriate sources of electric and telephone facilities as determined by Lessee, (c) for placement of any supporting guyed wires as reasonably determined by Lessee per good engineering practices (d) to meet fall-zone or set back requirements and (e) temporary staging area for equipment and assembly during construction (collectively, the "Site"). The Site will be used for installing, maintaining and/or operating, a wireless communications and broadcast facility, including, without limitation, antenna towers or poles, guyed wires (if applicable), foundations, utility lines, equipment shelters, ice bridges, radio equipment, antennas, security alarms, cameras, lights, and supporting equipment thereto (collectively, the "Facility"), or for any other use permitted by applicable law. Title to the Facility shall be held by Lessee and the Facility shall remain Lessee's personal property and in no event shall be construed as fixtures.
2. **Term.** The term of this Agreement (the "Initial Term") is five (5) years, starting on the date Lessee signs this Agreement. This Agreement will be automatically renewed for ten (10) additional terms (each a "Renewal Term") of five years each with a [REDACTED] increase in rent at each renewal, unless Lessee provides Owner notice of intention not to renew 90 days prior to the expiration of any term.
3. **Rent.** Beginning with the date upon which construction of the Facility is completed; rent will be paid quarterly, on the first day of each calendar quarter, at the rate of [REDACTED] per quarter, partial months to be prorated.
4. **Title, Quiet Possession, and Access.** Owner represents and agrees (a) that it is the owner of the Site pursuant to the instrument set forth on Exhibit A; (b) that the Site is free from all encumbrances except as set forth on Exhibit A, (c) that it has the right to enter into this Agreement; (d) that the person signing this Agreement has the authority to sign; (e) that Lessee, its employees, agents, subcontractors, clients, and invitees are entitled to access to the Site at all times and to the quiet possession of the Site so long as Lessee is not in default beyond the expiration of any cure period; and (f) that Owner will not have unsupervised access to the Site or to the related Facility. Owner further represents, agrees and covenants that during the Initial Term and Renewal Terms of this Agreement Owner will not use, or permit others to use, any part of any real property currently owned, or hereafter acquired, by Owner within two (2) miles of the Site for any type of communication or broadcast tower or otherwise provide advice, services for development of competing properties or release any information about Lessee's business. Owner shall obtain non-disturbance, subordination and attornment agreement from prior lien holders as required by Lessee's title insurance company.
5. **Assignment/Subletting.** Either party may assign or transfer this Agreement with notice to the other party. Upon delivery of such notice the transferor will have no further liability under the Agreement. Lessee shall be allowed to sublet, or otherwise grant use rights to all or any portion of the Site and/or the Facility without the prior written consent of Owner, it being the express intention of Lessee to lease or license antenna, towers, shelters, and related space of the Facility to separate wireless communication carriers and other clients.
6. **Improvements.** Lessee may make such future improvements on or to the Site and Facility as it deems necessary. Owner agrees to cooperate with Lessee with respect to obtaining any required building/zoning approvals for the Site and improvements. Upon termination or expiration of this Agreement, Lessee shall remove the Facility and its other property located upon the Site, excepting the foundation, and will restore the Site to substantially the condition existing at inception of this lease, except for ordinary wear and tear and casualty loss. Lessee shall reimburse Owner any property tax increases directly attributable to Lessee's improvements. Owner shall fully cooperate with Lessee in any available administrative or court appeals of such tax increases.
7. **Compliance with Laws.** Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Lessee will substantially comply with all applicable laws relating to its possession and use of the Site.
8. **Utilities.** Lessee will pay for all utility connections to the Site. Owner will cooperate with Lessee in Lessee's efforts to obtain utilities from the most economical source.
9. **Termination.** Lessee may terminate this Agreement at any time by notice to Owner without further liability, if Lessee does not obtain all permits or other approvals (collectively, "approval") required from any municipal and/or governmental authority or any easements required from any third party to construct/operate the Facility for its intended use, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if Lessee, for


M. E. H.

any other reason, in its sole discretion, determines that it will be unable to use the Site for its intended purpose.

10. **Default.** If either party is in default under this Agreement for a period thirty (30) days following receipt of notice from the non-defaulting party shall have the right to pursue all legal remedies including termination of this Agreement. If a non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30 day period and said default is substantially cured within ninety (90) days of the initial notice of default.

11. **Indemnity.** Owner and Lessee each indemnify the other against and hold the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the use and/or occupancy of the Site or Facility by the direct actions or culpable omissions of the indemnifying party, its employees, agents or independent contractors. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct or omission of the party seeking indemnification.

12. **Hazardous Substances.** Owner represents that it has no knowledge of any substance, ground contamination, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law. Owner shall indemnify Lessee against and hold it harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of any occurrence or condition causing the presence of any such substance on the Site that occurred prior to the date of this Agreement or is directly attributable to the Owner's use of adjoining premises during the term of this agreement.

13. **Waiver of Owner's Lien.** (a) Owner waives any lien rights it may have concerning the Facility, which is deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Owner's consent. Owner (i) disclaims any interest, now or in the future, in and to the

Facility, as fixtures or otherwise; (ii) agrees that the Facility and the leasehold or other use interest of Lessee or its authorized sub lessees or users, shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due. and (iii) agrees to provide any such lender with an estoppel statement regarding the above facts, such as the lack of a default hereunder, and any other information or document reasonably requested, such as a non-disturbance, subordination and attornment agreement, within five (5) days of request.

14. **Insurance.** Lessee, at its sole cost and expense, shall upon commencement of construction (upon use of mechanical equipment to disturb the land, but not for taking of soil samples or surveys and measurements) procure and maintain bodily injury and property insurance on the Facility with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. A copy of such policy shall be furnished to Owner within 30 days of written request.

15. **Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior agreements; any amendments to this Agreement must be executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement, will not be affected and shall remain valid and enforceable to the extent permitted by law; (f) The prevailing party in any action or proceeding in court is entitled to receive its reasonable attorneys' fees and other reasonable enforcement (or, as applicable, defense) costs and expenses; (g) Owner agrees promptly to execute and deliver to Lessee, simultaneously herewith or forthwith hereafter, a recordable Memorandum of this Agreement in the form of Exhibit B; and (h) All notices are effective, on the third business day after their deposit via certified and postage prepaid mail, or, on the next business day after deposit via overnight delivery, to the address below.

| | | |
|----------|--------------------------------|---------|
| | "Owner" | "Owner" |
| By: | <u>Mattie Frances Hatchett</u> | _____ |
| Name: | <u>Mattie Frances Hatchett</u> | _____ |
| Title: | <u>Owner</u> | _____ |
| Date: | <u>06-27-07</u> | _____ |
| Address: | <u>910 Old Perryville Loop</u> | _____ |
| | <u>Springfield, KY 40069</u> | _____ |
| Tax ID: | _____ | _____ |
| Phone: | _____ | _____ |

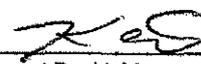
Shared Sites WV, LLC ("Lessee")



Name: David B. Jantzi

Site Developer (Subject to Approval)

Date: 06-27-07



Kamal Doshi, Manager (Final Approval)

Date: 7/5/07

1390 Chain Bridge Road #40
McLean, VA 22101 Phone:
(703)-893-0806


M.F.H.

EXHIBIT A
Site Agreement - Site Description – Permitted Exceptions

Site Name: Rhineltown

Site I.D.: _____

Site situated in the City/Town of Springfield, County of Washington, State of Kentucky commonly described as follows:

Legal Description: A portion of the premises located at address: 910 Old Perryville Loop, Springfield, KY 40069

more particularly described in Deed to: Porter Hatchett and Mattie Frances Hatchett dated 11-02-1984 and recorded in Washington County Registry of Deeds at Book 167, Page 066. Tax Map 32, Plot 030

Sketch of Site:



Permitted Exceptions: None.

Note: Owner and Lessee may, at Lessee's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or a more detailed survey or drawing depicting the Site.

DBS
M. F. H.

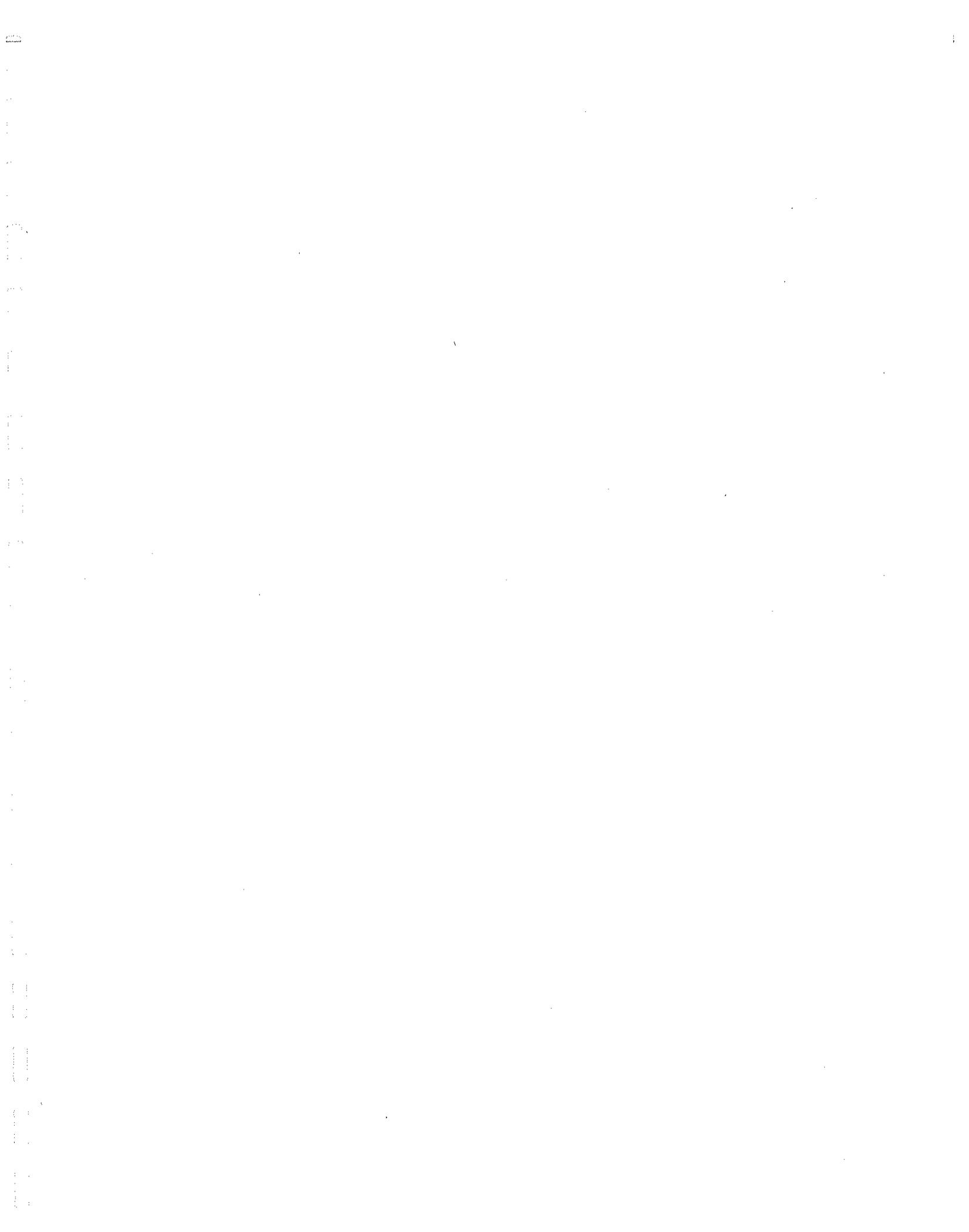


EXHIBIT M

FLOOD PLAIN CERTIFICATION

McKinney Land Surveying
103 South Reed Street
Columbia, KY 42728

.....

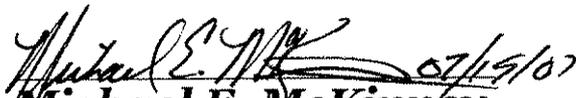
McKinney Land Surveying

July 19, 2007

To Whom It May Concern:

The "**Rhineltown**" site located in Washington County, Kentucky {Proposed for lease by Shared Sites WV, L.L.C., for the purpose of erecting a telecommunications tower} is classified as **Zone N**. This classification is zoning for an unincorporated area. For more information on this zoning description, please refer to *The United States Department of Housing and Urban Authority-Federal Insurance Administration.*

Respectfully,


Michael E. McKinney
P.L.S. #3318

.....

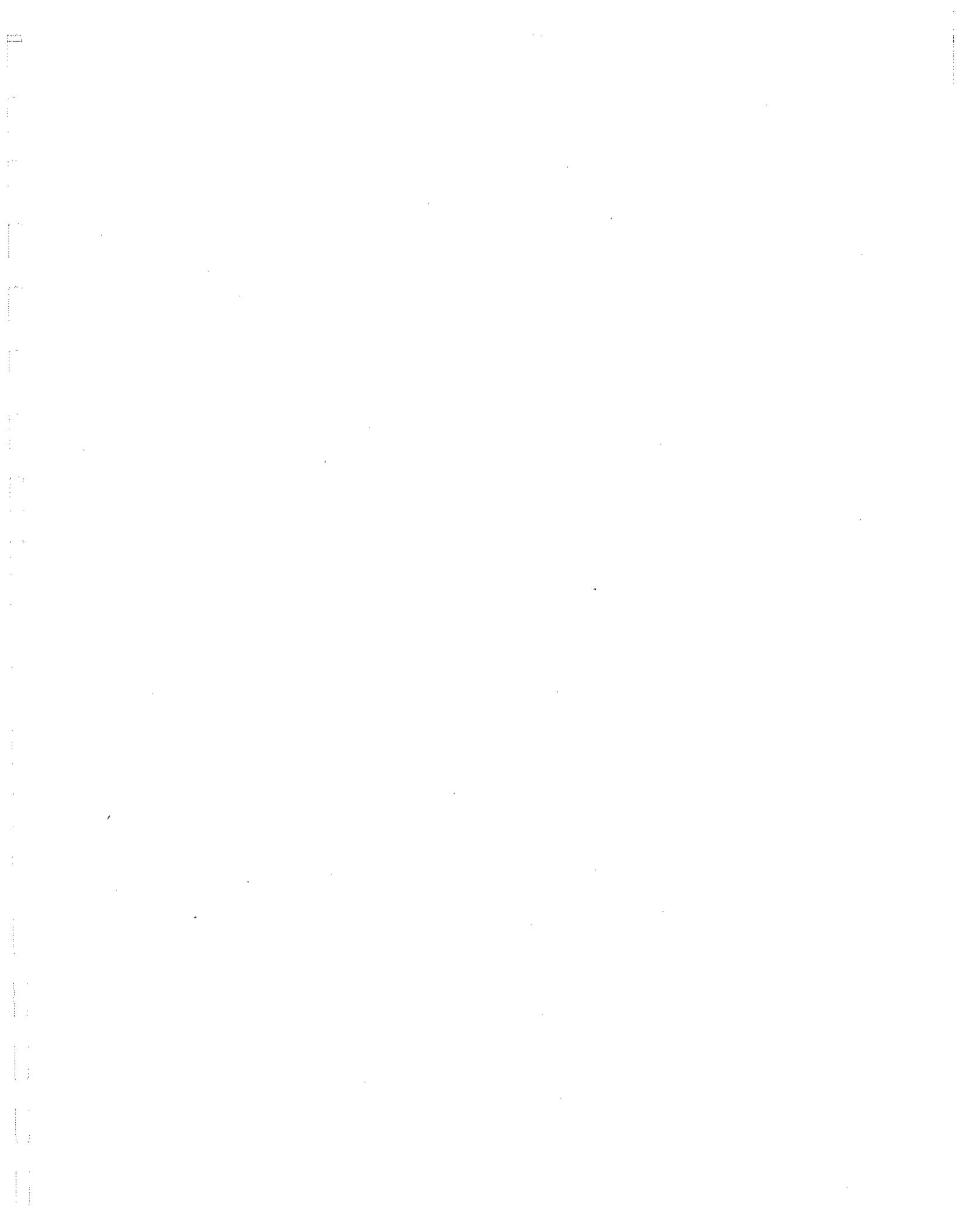


EXHIBIT N
NOTIFICATION LISTING

CERTIFICATION OF NOTIFICATION

1. Mattie Francis Hatchett
910 Old Perryville Loop
Springfield, Ky 40069
2. Harvey and Kay Arnold
165 Mattingly LN
Springfield, KY 40069
3. Hans Rudolph Mattenberger
240 Claybrooke LN
Springfield, KY 40069
4. James R. & Estie J. Logsdon
James T. Logsdon
111 Lebanon Hill
Springfield, KY 40069
5. William Foxworth
PO Box 2
Springfield, KY 40069
6. Everett and Janice Greer
1315 Claybrooke LN
Springfield, KY 40069
7. William H. and Kathleen Tingle
58 Tingle LN
Springfield, KY 40069
8. Donnie and Carolyn Hatchett
348 Old Perryville Loop
Springfield, KY 40069
9. Jerry Hatchett
670 Old Perryville Loop
Springfield, KY 40069
10. Jane Alice Thompson
628 Kelly Way
Lebanon, KY 40033
11. Brad Dewayne Burns
2382 Bardstown Rd.
Springfield, KY 40069
12. Carol Sue Pevley
1070 Perryville Loop
Springfield, KY 40069
13. The Honorable John Settles
Washington County Judge Executive
Courthouse
PO Box 126
Springfield, KY 40069

7005 2570 0001 2801 4615

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| | | |
|--|---------|---------------|
| Postage | \$ 0.41 | 0367 |
| Certified Fee | \$2.65 | 04 |
| Return Receipt Fee (Endorsement Required) | \$2.15 | Postmark Here |
| Restricted Delivery Fee (Endorsement Required) | \$0.00 | LOWVILLE NY |
| Total Postage & Fees | \$ 5.21 | 10/04/2007 |

Sent To: Donnie and Evelyn Hatchett
 Street, Apt. No., or PO Box No.: 348 Old Parkside Loop
 City, State, ZIP+4: Springfield, KY 40069

PS Form 3800, June 2002 See Reverse for Instructions.

SECTION ON DELIVERY

in Hatchett Agent
 Address:
 (Printed Name) E Hatchett C. Date of Delivery 10/04/07

Address different from item? Yes
 delivery address below: No

Mail Express Mail
 Return Receipt for Merchandise
 C.O.D.
 Delivery? (Extra Fee) Yes

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| Postage | \$ 0.41 | 0367 |
| Certified Fee | \$2.65 | 04 |
| Return Receipt Fee (Endorsement Required) | \$2.15 | Postmark Here |
| Restricted Delivery Fee (Endorsement Required) | \$0.00 | LOWVILLE NY |
| Total Postage & Fees | \$ 5.21 | OCT 04 2007 |

Sent To: James R. & Estie J. Logsdon, James Logsdon
 Street, Apt. No., or PO Box No.: 111 Lebanon Hill Rd.
 City, State, ZIP+4: Springfield, KY 40069

PS Form 3800, June 2002 See Reverse for Instructions.

SECTION ON DELIVERY

Logsdon Agent
 Address:
 (Printed Name) James Logsdon C. Date of Delivery 10-10-07

Address different from item? Yes
 delivery address below: No

Mail Express Mail
 Return Receipt for Merchandise
 C.O.D.
 Delivery? (Extra Fee) Yes

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| Certified Fee | \$2.65 | 04 |
| Return Receipt Fee (Endorsement Required) | \$2.15 | Postmark Here |
| Restricted Delivery Fee (Endorsement Required) | \$0.00 | LOWVILLE NY |
| Total Postage & Fees | \$ 5.21 | OCT 04 2007 |

Sent To: Hans Rudolph Mollenberger
 Street, Apt. No., or PO Box No.: 240 Claybrooke Ln.
 City, State, ZIP+4: Springfield, KY 40069

PS Form 3800, June 2002 See Reverse for Instructions.

SECTION ON DELIVERY

Mollenberger Agent
 Address:
 (Printed Name) Hans Mollenberger C. Date of Delivery 10-7

Address different from item? Yes
 delivery address below: No

Mail Express Mail
 Return Receipt for Merchandise
 C.O.D.
 Delivery? (Extra Fee) Yes

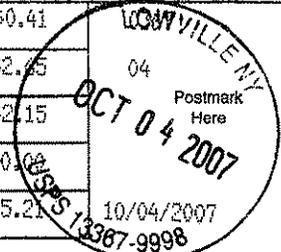
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|--|----|--------|
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| Certified Fee | | \$2.65 |
| Return Receipt Fee (Endorsement Required) | | \$2.15 |
| Restricted Delivery Fee (Endorsement Required) | | \$0.00 |
| Total Postage & Fees | \$ | \$5.21 |



Sent To Carol Sue Peuley
 Street, Apt. No. or PO Box No. 1070 Pennyville Loop
 City, State, ZIP+4 Springfield, KY 40069

SECTION ON DELIVERY

my Peuley Agent
 Address
 (Printed Name) Peuley C. Date of Delivery 10/9/07
 Address different from item 1? Yes
 delivery address below: No

Mail Express Mail
 Return Receipt for Merchandise
 C.O.D.
 Delivery? (Extra Fee) Yes

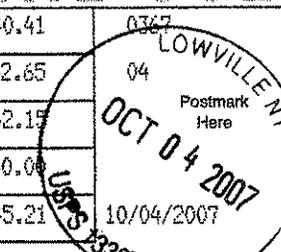
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| Certified Fee | | \$2.65 |
| Return Receipt Fee (Endorsement Required) | | \$2.15 |
| Restricted Delivery Fee (Endorsement Required) | | \$0.00 |
| Total Postage & Fees | \$ | \$5.21 |



Sent To William H. and Kathleen Tingle
 Street, Apt. No. or PO Box No. 58 Tingle Ln
 City, State, ZIP+4 Springfield, KY 40069

SECTION ON DELIVERY

William Tingle Agent
 Address
 (Printed Name) Tingle C. Date of Delivery 11-9
 Address different from item 1? Yes
 delivery address below: No

Mail Express Mail
 Return Receipt for Merchandise
 C.O.D.
 Delivery? (Extra Fee) Yes

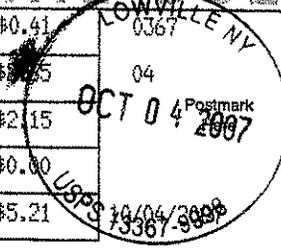
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|--|----|--------|
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| Certified Fee | | \$2.65 |
| Return Receipt Fee (Endorsement Required) | | \$2.15 |
| Restricted Delivery Fee (Endorsement Required) | | \$0.00 |
| Total Postage & Fees | \$ | \$5.21 |



Sent To The Honorable John Settles
 Street, Apt. No. or PO Box No. Washington County Judge executive
Courthouse P.O. Box 126
 City, State, ZIP+4 Springfield KY 40069

SECTION ON DELIVERY

John Settles Agent
 Address
 (Printed Name) Settles C. Date of Delivery 9
 Address different from item 1? Yes
 delivery address below: No

Mail Express Mail
 Return Receipt for Merchandise
 C.O.D.
 Delivery? (Extra Fee) Yes

2294 4622
7005 2570 0001 2801

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|--|----|--------|
| Postage | \$ | \$0.41 |
| Certified Fee | | \$2.65 |
| Return Receipt Fee (Endorsement Required) | | \$2.15 |
| Restricted Delivery Fee (Endorsement Required) | | \$0.00 |
| Total Postage & Fees | \$ | \$5.21 |



Sent To: Jerry Hatchett
 Street, Apt. No., or PO Box No.: 670 Old Perryville Loop
 City, State, ZIP+4: Springfield, KY 40069

PS Form 3811, February 2004 Domestic Return Receipt See Reverse for Instructions

SECTION ON DELIVERY

Hatchett Agent
 Address
 (Printed Name) Hatchett C. Date of Delivery 10/9/07
 Address different from item 1? Yes
 delivery address below: No

Mail Express Mail
 Return Receipt for Merchandise
 C.O.D.
 Delivery? (Extra Fee) Yes

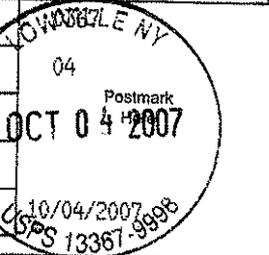
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7005 2570 0001 2801

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| | | |
|--|----|--------|
| Postage | \$ | \$0.41 |
| Certified Fee | | \$2.65 |
| Return Receipt Fee (Endorsement Required) | | \$2.15 |
| Restricted Delivery Fee (Endorsement Required) | | \$0.00 |
| Total Postage & Fees | \$ | \$5.21 |



Sent To: Mattie Francis Hatchett
 Street, Apt. No., or PO Box No.: 910 Old Perryville Loop
 City, State, ZIP+4: Springfield, KY 40069

PS Form 3811, February 2004 Domestic Return Receipt See Reverse for Instructions

SECTION ON DELIVERY

Morris Agent
 Address
 (Printed Name) Morris C. Date of Delivery 10/9/07
 Address different from item 1? Yes
 delivery address below: No

Mail Express Mail
 Return Receipt for Merchandise
 C.O.D.
 Delivery? (Extra Fee) Yes

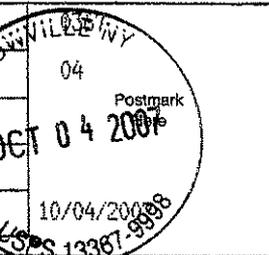
4554 4554
7005 2570 0001 2801

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

SPRINGFIELD, KY 40069
OFFICIAL USE

| | | |
|--|----|--------|
| Postage | \$ | \$0.41 |
| Certified Fee | | \$2.65 |
| Return Receipt Fee (Endorsement Required) | | \$2.15 |
| Restricted Delivery Fee (Endorsement Required) | | \$0.00 |
| Total Postage & Fees | \$ | \$5.21 |



Sent To: Harvey and Kay Arnold
 Street, Apt. No., or PO Box No.: 165 Mattingly Ln
 City, State, ZIP+4: Springfield, KY 40069

PS Form 3811, February 2004 Domestic Return Receipt See Reverse for Instructions

SECTION ON DELIVERY

Arnold Agent
 Address
 (Printed Name) Arnold C. Date of Delivery 10/9/07
 Address different from item 1? Yes
 delivery address below: No

Mail Express Mail
 Return Receipt for Merchandise
 C.O.D.
 Delivery? (Extra Fee) Yes

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

SPRINGFIELD KY 40069

| | |
|--|---------|
| Postage | \$ 0.41 |
| Certified Fee | \$2.65 |
| Return Receipt Fee (Endorsement Required) | \$2.15 |
| Restricted Delivery Fee (Endorsement Required) | \$0.00 |
| Total Postage & Fees | \$ 5.21 |

LOWVILLE NY 0387
 04
 OCT 04 2007
 Postmark Here
 USPS 10/04/2007 13387-9998

SECTION ON DELIVERY

Worth
 (Printed Name) Agent
 Address

C. Date of Delivery 10-13-07

Address different from item 1? Yes
 delivery address below: No

Sent To: William Foxworth
 Street, Apt. No., or PO Box No. P.O. Box 2
 City, State, ZIP+4 Springfield Ky 40069

PS Form 3811, February 2004 See Reverse for Instructions

Form 3811, February 2004 Domestic Return Receipt 102595-02-M-15

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

LEBANON KY 40033

| | |
|--|---------|
| Postage | \$ 0.41 |
| Certified Fee | \$2.65 |
| Return Receipt Fee (Endorsement Required) | \$2.15 |
| Restricted Delivery Fee (Endorsement Required) | \$0.00 |
| Total Postage & Fees | \$ 5.21 |

LOWVILLE NY 04
 OCT 04 2007
 Postmark Here
 USPS 10/04/2007 13387-9998

SECTION ON DELIVERY

A. Thompson
 (Printed Name) Agent
 Address

C. Date of Delivery 10-10-07

Address different from item 1? Yes
 delivery address below: No

Sent To: Jane Alice Thompson
 Street, Apt. No., or PO Box No. 628 Kelly Way
 City, State, ZIP+4 Lebanon, KY 40033

PS Form 3811, February 2004 See Reverse for Instructions

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-15

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

SPRINGFIELD KY 40069

| | |
|--|---------|
| Postage | \$ 0.41 |
| Certified Fee | \$2.65 |
| Return Receipt Fee (Endorsement Required) | \$2.15 |
| Restricted Delivery Fee (Endorsement Required) | \$0.00 |
| Total Postage & Fees | \$ 5.21 |

LOWVILLE NY 04
 OCT 04 2007
 Postmark Here
 USPS 10/04/2007 13387-9998

SECTION ON DELIVERY

Burns
 (Printed Name) Agent
 Address

C. Date of Delivery 10/10/07

Address different from item 1? Yes
 delivery address below: No

Sent To: Brad DeWayne Burns
 Street, Apt. No., or PO Box No. 2382 Bardstowns Rd.
 City, State, ZIP+4 Springfield KY 40069

PS Form 3811, February 2004 See Reverse for Instructions

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-15

7005 2570 0001 2801 4592

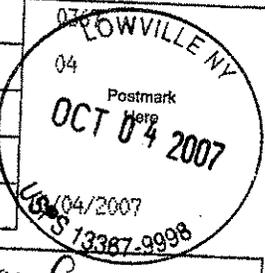
U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

SPRINGFIELD KY 40069

OFFICIAL USE

| | | |
|---|-----------|---------------|
| Postage | \$ | \$0.41 |
| Certified Fee | | \$2.65 |
| Return Receipt Fee (Endorsement Required) | | \$2.15 |
| Restricted Delivery Fee (Endorsement Required) | | \$0.00 |
| Total Postage & Fees | \$ | \$5.21 |



Sent To
 Street, Apt. No., or PO Box No. Everett and Janice Greer
 City, State, ZIP+4 1315 Claybrooke LN Springfield KY 40069

PS Form 3800, June 2002

See Reverse for Instructions

SECTION ON DELIVERY

W. Greer Agent
 Address
 (Printed Name) C. Date of Delivery

Address different from item 1? Yes
 delivery address below: No

Mail Express Mail
 Return Receipt for Merchandise
 Mail C.O.D.
 Delivery? (Extra Fee) Yes

12

To Matt

PUBLIC NOTICE
Shared Sites, LLC
proposes to construct a
telecommunications
tower at 906 Old
Perryville Loop,
Springfield, KY 40069. If
you have any questions,
please contact David
Jantzi (Shared Sites
representative) at 315-
378-3333 or the Public
Service Commission of
Kentucky at 502-564-
3940 and reference
Docket # 2007-00321.

THE SPRINGFIELD SUN
SHORTY LASSITER
(859) 336-3716
Fax (859) 336-7718
shorty@thespringfieldsun.com

EXHIBIT O

COPY OF PROPERTY OWNER NOTIFICATION

October 4, 2007

Mattie Francis Hatchett
910 Old Perryville Loop
Springfield, KY 40069

RE: Public Notice – Kentucky Public Service Commission
Docket No.: 2007-00321

Dear Sir or Madam:

Shared Sites, LLC and American Cellular Corporation are making application to the Kentucky Public Service Commission (PSC) for a Certificate of Public Convenience and Necessity to construct and operate a new facility to provide wireless communication services. The facility will include a 320-foot tower with appurtenances attached to a maximum height of 330 feet, and a ground level equipment shelter(s) to be located at 910 Old Perryville Loop, Springfield, KY 40069. This notice is being sent to you because you own property within a 500' radius of the proposed tower or own property which adjoins the property on which the tower is proposed.

The Kentucky Public Service Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. Your initial communication to the PSC must be received by the PSC within 20 days of the date of the Postal cancellation on the envelope this letter was received in. Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, 211 Sower Boulevard, Post Office Box 615, Frankfort, KY 40602-0615. Please refer to Docket No.: 2007-00321 in your correspondence.

Please feel free to contact David Jantzi at 315-376-3333, if you have any questions.

Sincerely,



David B. Jantzi
Boulevard Properties, LLC
Representing:
Shared Sites, LLC

October 4, 2007

Harvey and Kay Arnold
165 Mattingly LN
Springfield, KY 40069

RE: Public Notice – Kentucky Public Service Commission
Docket No.: 2007-00321

Dear Sir or Madam:

Shared Sites, LLC and American Cellular Corporation are making application to the Kentucky Public Service Commission (PSC) for a Certificate of Public Convenience and Necessity to construct and operate a new facility to provide wireless communication services. The facility will include a 320-foot tower with appurtenances attached to a maximum height of 330 feet, and a ground level equipment shelter(s) to be located at 910 Old Perryville Loop, Springfield, KY 40069. This notice is being sent to you because you own property within a 500' radius of the proposed tower or own property which adjoins the property on which the tower is proposed.

The Kentucky Public Service Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. Your initial communication to the PSC must be received by the PSC within 20 days of the date of the Postal cancellation on the envelope this letter was received in. Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, 211 Sower Boulevard, Post Office Box 615, Frankfort, KY 40602-0615. Please refer to Docket No.: 2007-00321 in your correspondence.

Please feel free to contact David Jantzi at 315-376-3333, if you have any questions.

Sincerely,



David B. Jantzi
Boulevard Properties, LLC
Representing:
Shared Sites, LLC

October 4, 2007

Hans Rudolph Mattenberger
240 Claybrooke LN
Springfield, KY 40069

RE: Public Notice – Kentucky Public Service Commission
Docket No.: 2007-00321

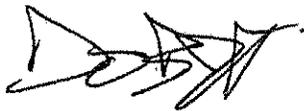
Dear Sir or Madam:

Shared Sites, LLC and American Cellular Corporation are making application to the Kentucky Public Service Commission (PSC) for a Certificate of Public Convenience and Necessity to construct and operate a new facility to provide wireless communication services. The facility will include a 320-foot tower with appurtenances attached to a maximum height of 330 feet, and a ground level equipment shelter(s) to be located at 910 Old Perryville Loop, Springfield, KY 40069. This notice is being sent to you because you own property within a 500' radius of the proposed tower or own property which adjoins the property on which the tower is proposed.

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Please feel free to contact David Jantzi at 315-376-3333, if you have any questions.

Sincerely,



David B. Jantzi
Boulevard Properties, LLC
Representing:
Shared Sites, LLC

October 4, 2007

James R. and Estie J Logsdon
James Logsdon
111 Lebanon Hill Rd
Springfield, KY 40069

RE: Public Notice – Kentucky Public Service Commission
Docket No.: 2007-00321

Dear Sir or Madam:

Shared Sites, LLC and American Cellular Corporation are making application to the Kentucky Public Service Commission (PSC) for a Certificate of Public Convenience and Necessity to construct and operate a new facility to provide wireless communication services. The facility will include a 320-foot tower with appurtenances attached to a maximum height of 330 feet, and a ground level equipment shelter(s) to be located at 910 Old Perryville Loop, Springfield, KY 40069. This notice is being sent to you because you own property within a 500' radius of the proposed tower or own property which adjoins the property on which the tower is proposed.

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Please feel free to contact David Jantzi at 315-376-3333, if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "David B. Jantzi", with a stylized flourish at the end.

David B. Jantzi
Boulevard Properties, LLC
Representing:
Shared Sites, LLC

October 4, 2007

William Foxworth
PO Box 2
Springfield, KY 40069

RE: Public Notice – Kentucky Public Service Commission
Docket No.: 2007-00321

Dear Sir or Madam:

Shared Sites, LLC and American Cellular Corporation are making application to the Kentucky Public Service Commission (PSC) for a Certificate of Public Convenience and Necessity to construct and operate a new facility to provide wireless communication services. The facility will include a 320-foot tower with appurtenances attached to a maximum height of 330 feet, and a ground level equipment shelter(s) to be located at 910 Old Perryville Loop, Springfield, KY 40069. This notice is being sent to you because you own property within a 500' radius of the proposed tower or own property which adjoins the property on which the tower is proposed.

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Please feel free to contact David Jantzi at 315-376-3333, if you have any questions.

Sincerely,



David B. Jantzi
Boulevard Properties, LLC
Representing:
Shared Sites, LLC

October 4, 2007

Everett and Janice Greer
1315 Claybrooke LN
Springfield, KY 40069

RE: Public Notice – Kentucky Public Service Commission
Docket No.: 2007-00321

Dear Sir or Madam:

Shared Sites, LLC and American Cellular Corporation are making application to the Kentucky Public Service Commission (PSC) for a Certificate of Public Convenience and Necessity to construct and operate a new facility to provide wireless communication services. The facility will include a 320-foot tower with appurtenances attached to a maximum height of 330 feet, and a ground level equipment shelter(s) to be located at 910 Old Perryville Loop, Springfield, KY 40069. This notice is being sent to you because you own property within a 500' radius of the proposed tower or own property which adjoins the property on which the tower is proposed.

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Please feel free to contact David Jantzi at 315-376-3333, if you have any questions.

Sincerely,



David B. Jantzi
Boulevard Properties, LLC
Representing:
Shared Sites, LLC

October 4, 2007

William H. and Kathleen Tingle
58 Tingle LN
Springfield, KY 40069

RE: Public Notice – Kentucky Public Service Commission
Docket No.: 2007-00321

Dear Sir or Madam:

Shared Sites, LLC and American Cellular Corporation are making application to the Kentucky Public Service Commission (PSC) for a Certificate of Public Convenience and Necessity to construct and operate a new facility to provide wireless communication services. The facility will include a 320-foot tower with appurtenances attached to a maximum height of 330 feet, and a ground level equipment shelter(s) to be located at 910 Old Perryville Loop, Springfield, KY 40069. This notice is being sent to you because you own property within a 500' radius of the proposed tower or own property which adjoins the property on which the tower is proposed.

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Please feel free to contact David Jantzi at 315-376-3333, if you have any questions.

Sincerely,



David B. Jantzi
Boulevard Properties, LLC
Representing:
Shared Sites, LLC

October 4, 2007

Donnie and Carolyn Hatchett
348 Old Perryville Loop
Springfield, KY 40069

RE: Public Notice – Kentucky Public Service Commission
Docket No.: 2007-00321

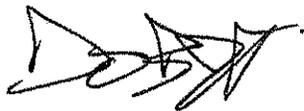
Dear Sir or Madam:

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Please feel free to contact David Jantzi at 315-376-3333, if you have any questions.

Sincerely,



David B. Jantzi
Boulevard Properties, LLC
Representing:
Shared Sites, LLC

October 4, 2007

Jerry Hatchett
670 Old Perryville Loop
Springfield, KY 40069

RE: Public Notice – Kentucky Public Service Commission
Docket No.: 2007-00321

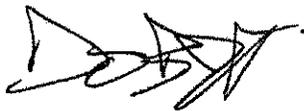
Dear Sir or Madam:

Shared Sites, LLC and American Cellular Corporation are making application to the Kentucky Public Service Commission (PSC) for a Certificate of Public Convenience and Necessity to construct and operate a new facility to provide wireless communication services. The facility will include a 320-foot tower with appurtenances attached to a maximum height of 330 feet, and a ground level equipment shelter(s) to be located at 910 Old Perryville Loop, Springfield, KY 40069. This notice is being sent to you because you own property within a 500' radius of the proposed tower or own property which adjoins the property on which the tower is proposed.

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Please feel free to contact David Jantzi at 315-376-3333, if you have any questions.

Sincerely,



David B. Jantzi
Boulevard Properties, LLC
Representing:
Shared Sites, LLC

October 4, 2007

Jane Alice Thompson
628 Kelly Way
Lebanon, KY 40033

RE: Public Notice – Kentucky Public Service Commission
Docket No.: 2007-00321

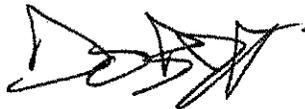
Dear Sir or Madam:

Shared Sites, LLC and American Cellular Corporation are making application to the Kentucky Public Service Commission (PSC) for a Certificate of Public Convenience and Necessity to construct and operate a new facility to provide wireless communication services. The facility will include a 320-foot tower with appurtenances attached to a maximum height of 330 feet, and a ground level equipment shelter(s) to be located at 910 Old Perryville Loop, Springfield, KY 40069. This notice is being sent to you because you own property within a 500' radius of the proposed tower or own property which adjoins the property on which the tower is proposed.

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Please feel free to contact David Jantzi at 315-376-3333, if you have any questions.

Sincerely,



David B. Jantzi
Boulevard Properties, LLC
Representing:
Shared Sites, LLC

October 4, 2007

Brad Dewayne Burns
2382 Bardstown Rd
Springfield, KY 40069

RE: Public Notice – Kentucky Public Service Commission
Docket No.: 2007-00321

Dear Sir or Madam:

Shared Sites, LLC and American Cellular Corporation are making application to the Kentucky Public Service Commission (PSC) for a Certificate of Public Convenience and Necessity to construct and operate a new facility to provide wireless communication services. The facility will include a 320-foot tower with appurtenances attached to a maximum height of 330 feet, and a ground level equipment shelter(s) to be located at 910 Old Perryville Loop, Springfield, KY 40069. This notice is being sent to you because you own property within a 500' radius of the proposed tower or own property which adjoins the property on which the tower is proposed.

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Please feel free to contact David Jantzi at 315-376-3333, if you have any questions.

Sincerely,



David B. Jantzi
Boulevard Properties, LLC
Representing:
Shared Sites, LLC

October 4, 2007

Carol Sue Pevley
1070 Perryville Loop
Springfield, KY 40069

RE: Public Notice – Kentucky Public Service Commission
Docket No.: 2007-00321

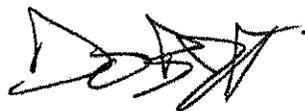
Dear Sir or Madam:

Shared Sites, LLC and American Cellular Corporation are making application to the Kentucky Public Service Commission (PSC) for a Certificate of Public Convenience and Necessity to construct and operate a new facility to provide wireless communication services. The facility will include a 320-foot tower with appurtenances attached to a maximum height of 330 feet, and a ground level equipment shelter(s) to be located at 910 Old Perryville Loop, Springfield, KY 40069. This notice is being sent to you because you own property within a 500' radius of the proposed tower or own property which adjoins the property on which the tower is proposed.

The Kentucky Public Service Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. Your initial communication to the PSC must be received by the PSC within 20 days of the date of the Postal cancellation on the envelope this letter was received in. Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, 211 Sower Boulevard, Post Office Box 615, Frankfort, KY 40602-0615. Please refer to Docket No.: 2007-00321 in your correspondence.

Please feel free to contact David Jantzi at 315-376-3333, if you have any questions.

Sincerely,



David B. Jantzi
Boulevard Properties, LLC
Representing:
Shared Sites, LLC

October 4, 2007

The Honorable John Settles
Washington County Judge Executive
Courthouse
PO Box 126
Springfield, KY 40069

RE: Public Notice – Kentucky Public Service Commission
Docket No.: 2007-00321

Dear Sir or Madam:

Shared Sites, LLC and American Cellular Corporation are making application to the Kentucky Public Service Commission (PSC) for a Certificate of Public Convenience and Necessity to construct and operate a new facility to provide wireless communication services. The facility will include a 320-foot tower with appurtenances attached to a maximum height of 330 feet, and a ground level equipment shelter(s) to be located at 910 Old Perryville Loop, Springfield, KY 40069. This notice is being sent to you because you own property within a 500' radius of the proposed tower or own property which adjoins the property on which the tower is proposed.

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Please feel free to contact David Jantzi at 315-376-3333, if you have any questions.

Sincerely,



David B. Jantzi
Boulevard Properties, LLC
Representing:
Shared Sites, LLC

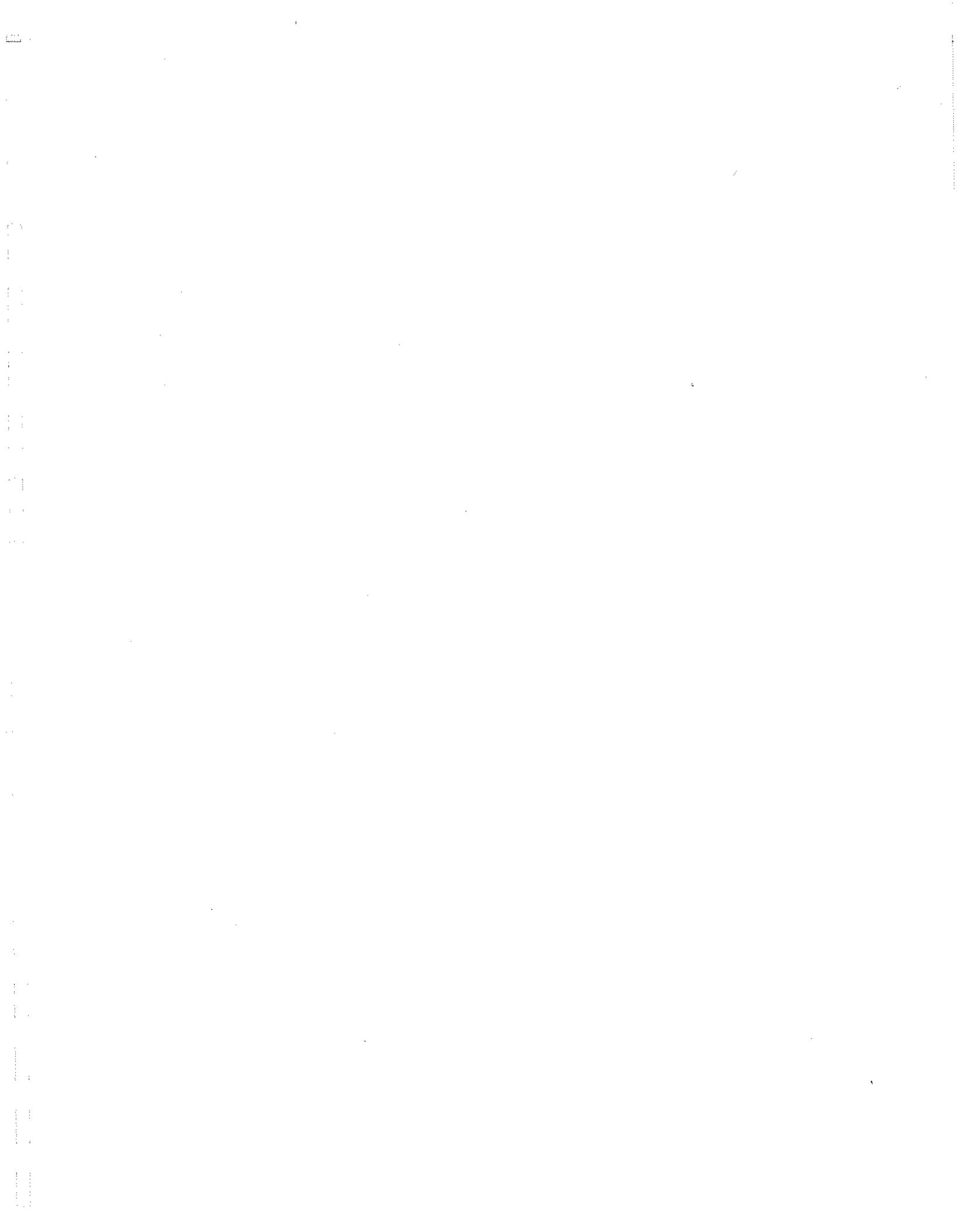


EXHIBIT P

COPY OF JUDGE EXECUTIVE NOTICE

October 4, 2007

The Honorable John Settles
Washington County Judge Executive
Courthouse
PO Box 126
Springfield, KY 40069

RE: Public Notice – Kentucky Public Service Commission
Docket No.: 2007-00321

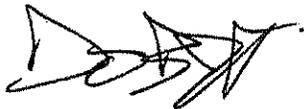
Dear Sir:

Shared Sites, LLC and American Cellular Corporation are making application to the Kentucky Public Service Commission (PSC) for a Certificate of Public Convenience and Necessity to construct and operate a new facility to provide wireless communication services. The facility will include a 320-foot tower with appurtenances attached to a maximum height of 330 feet, and a ground level equipment shelter(s) to be located at 910 Old Perryville Loop, Springfield, KY 40069. This notice is being sent to you because you are the Judge Executive for Washington County.

The Kentucky Public Service Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. Your initial communication to the PSC must be received by the PSC within 20 days of the date of the Postal cancellation on the envelope this letter was received in. Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, 211 Sower Boulevard, Post Office Box 615, Frankfort, KY 40602-0615. Please refer to Docket No.: 2007-00321 in your correspondence.

Please feel free to contact David Jantzi at 315-376-3333, if you have any questions.

Sincerely,



David B. Jantzi
Boulevard Properties, LLC
Representing:
Shared Sites, LLC

EXHIBIT Q
COPY OF POSTING NOTICES

**SHARED SITES WV, LLC PROPOSES
TO CONSTRUCT A TELECOMMUNICATIONS
TOWER NEAR THIS SITE**

IF YOU HAVE QUESTIONS PLEASE CONTACT

David Jantzi (Shared Sites Representative)
1390 Chain Bridge Rd. #40, McLean, VA 22101 OR
315-523-6258

Executive Director, Public Service Commission
211 Sower Boulevard
PO Box 615, Frankfort, KY 40602
Docket# 2007-

**SHARED SITES WV, LLC PROPOSES
TO CONSTRUCT A TELECOMMUNICATIONS
TOWER ON THIS SITE**

IF YOU HAVE QUESTIONS PLEASE CONTACT

David Jantzi (Shared Sites Representative)
1390 Chain Bridge Rd. #40, McLean, VA 22101 OR
315-523-6258

Executive Director, Public Service Commission
211 Sower Boulevard
PO Box 615, Frankfort, KY 40602
Docket# 2007-





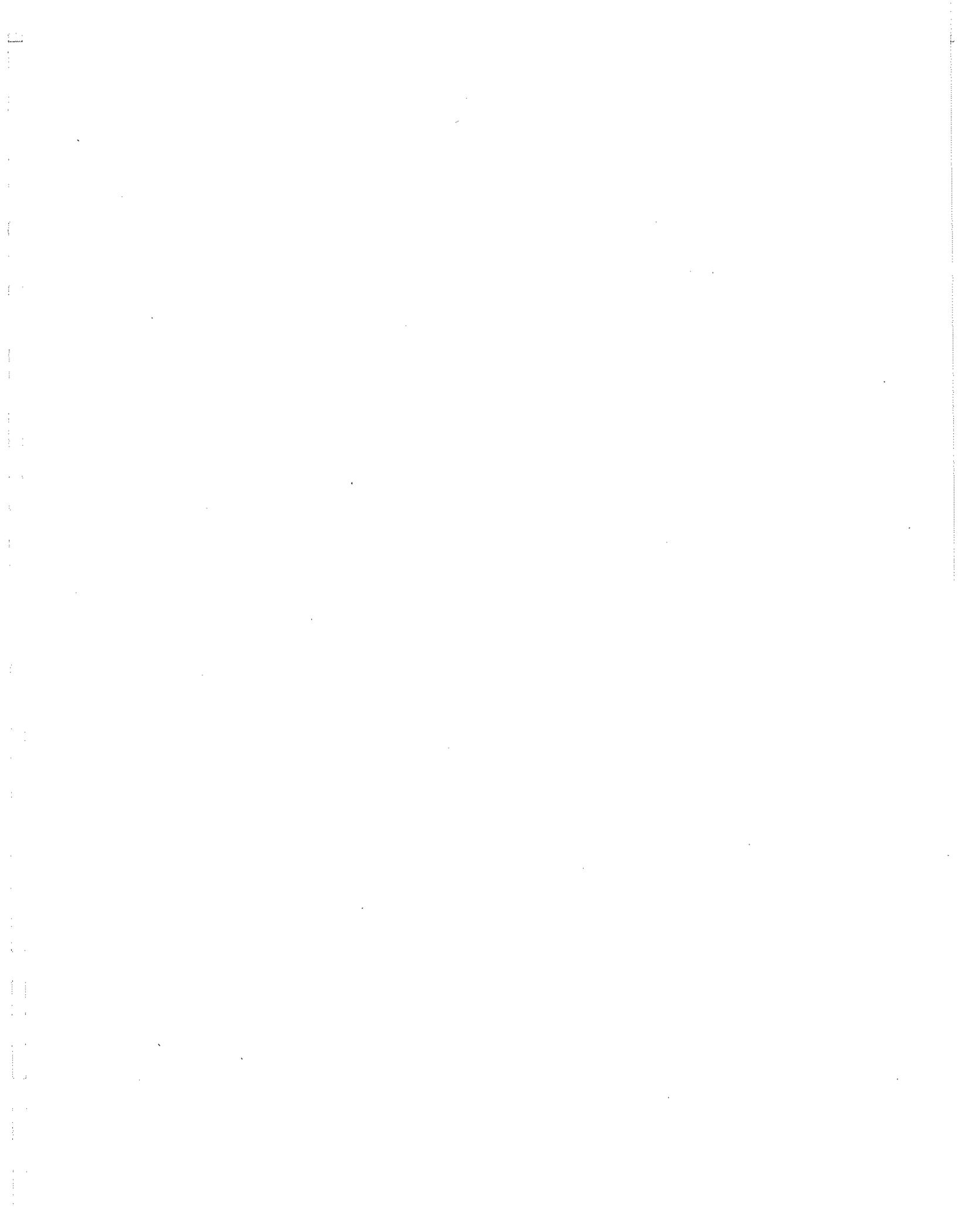
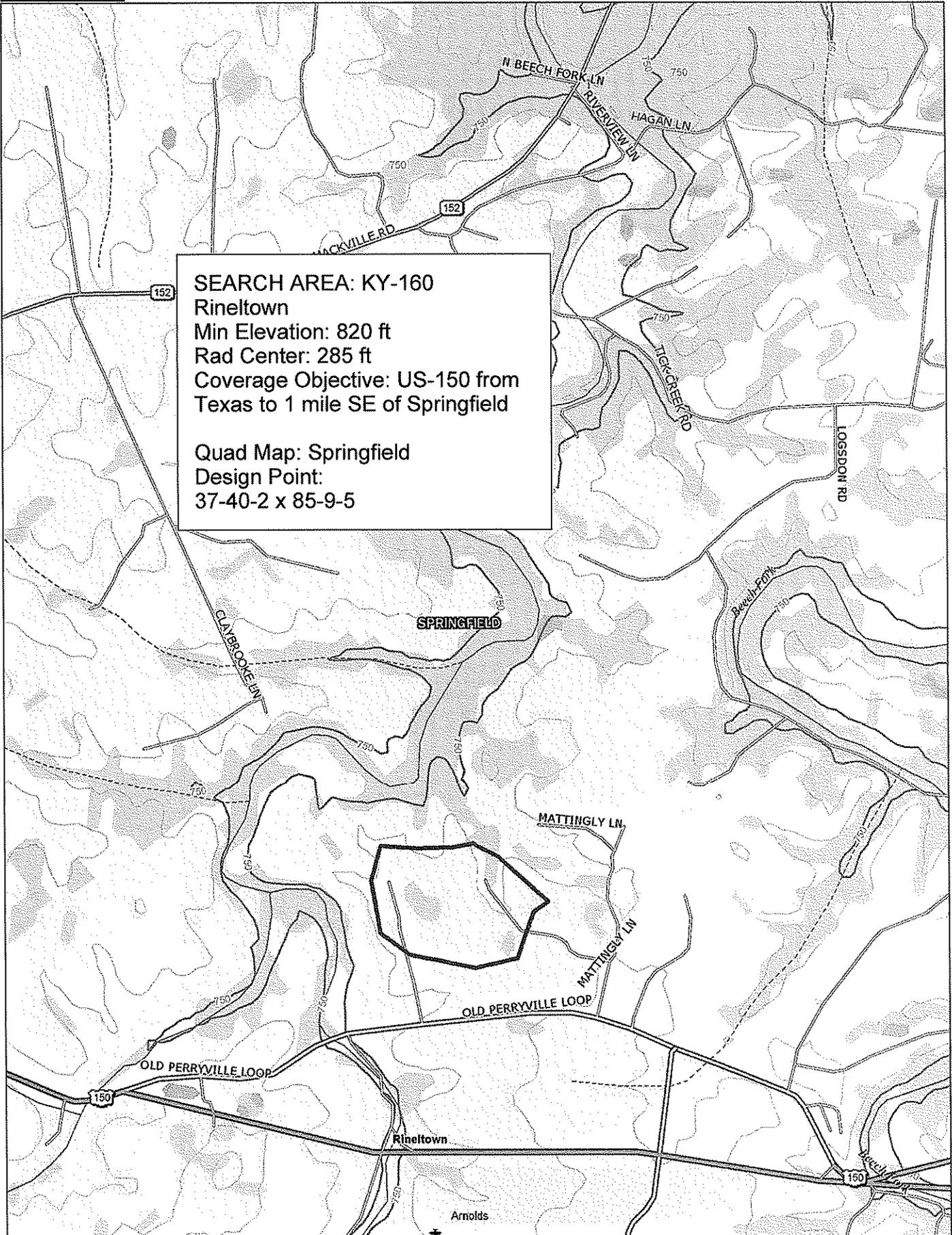


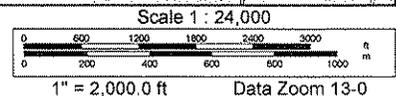
EXHIBIT R

RADIO FREQUENCY DESIGN SEARCH AREA



SEARCH AREA: KY-160
 Rinetown
 Min Elevation: 820 ft
 Rad Center: 285 ft
 Coverage Objective: US-150 from
 Texas to 1 mile SE of Springfield

Quad Map: Springfield
 Design Point:
 37-40-2 x 85-9-5



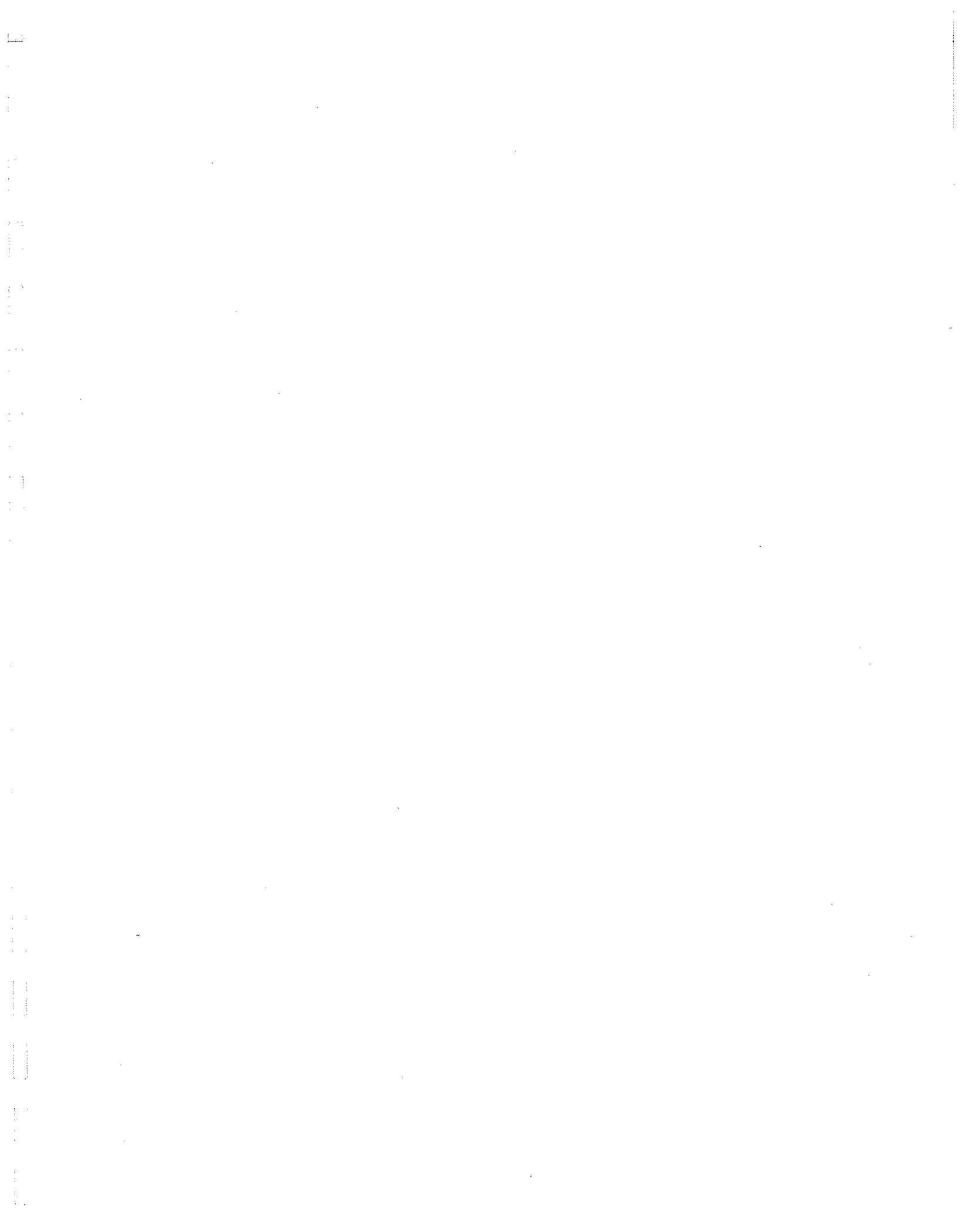
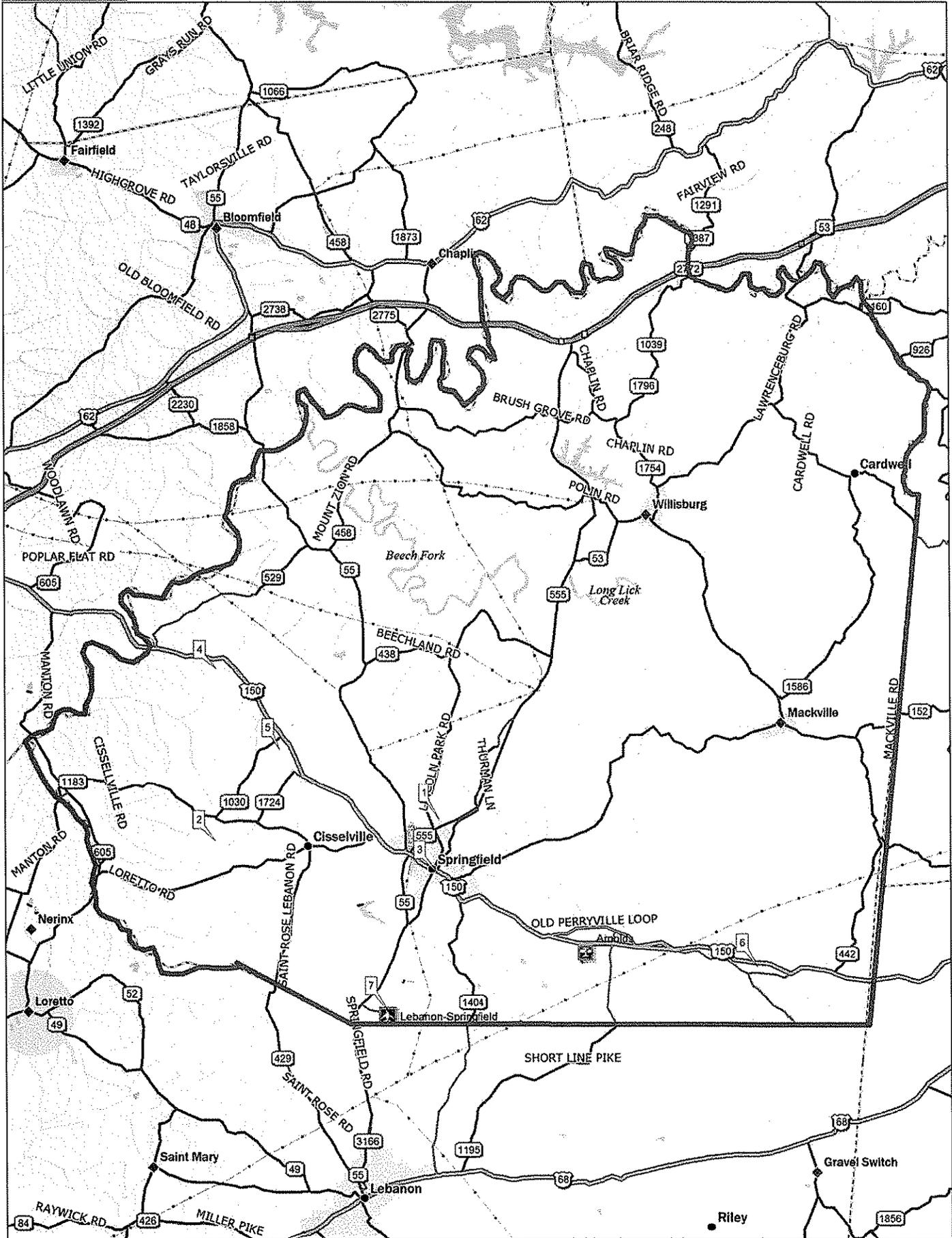


EXHIBIT S

TOWER MAP FOR SUBJECT COUNTY



| Registration Number | Status | File Number | Owner Name | Latitude/Longitude | Structure City/State | Height Above Ground (AGL) in meters |
|---------------------|-------------|--------------|--|-----------------------------|----------------------|-------------------------------------|
| 1 | Constructed | A054994 6 | KY EMERGENCY WARNING SYSTEM KEWS | 37-42-09.3N 085-13-09.1W | SPRINGFIELD, KY | 90.8 |
| 2 | Granted | A028631 6 | COMMONWEALTH BROADCASTING CORPORATION DBA = CBC | 37-41-43.0N 085-19-06.0W | SPRINGFIELD, KY | 92.0 |
| 3 | Constructed | A032739 2 | BellSouth Telecommunications, Inc. | 37-41-01.0N 085-13-11.0W | Springfield, KY | 62.7 |
| 4 | Constructed | A035962 9 | Kentucky RSA 4 Cellular General Partnership | 37-45-22.0N 085-19-04.1W | Fredericktown, KY | 57.9 |
| 5 | Constructed | A051717 9 | Shared Sites LLC | 37-43-39.0N 085-17-22.0W | Springfield, KY | 93.3 |
| 6 | Constructed | A053618 3 | TowerCo LLC | 37-39-03.2N 085-04-40.4W | Springfield, KY | 80.8 |
| 7 | Granted | A052942 0 | MARION-WASHINGTON COUNTY AIRPORT BOARD | 37-38-06.7N 085-14-30.1W | LEBANON, KY | 11.6 |