

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

**RECEIVED**

**MAR 25 2009**

**PUBLIC SERVICE  
COMMISSION**

In the Matter of:

APPLICATION OF NEW CINGULAR WIRELESS PCS, LLC )  
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC )  
CONVENIENCE AND NECESSITY TO CONSTRUCT )  
A WIRELESS COMMUNICATIONS FACILITY AT )CASE: 2009-00093  
114 RISING SON LANE, PRESTONSBURG )  
FLOYD COUNTY, KENTUCKY, 41653 )

SITE NAME: BIG BRANCH (474G0111)

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

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

1. The complete name and address of the Applicant is: New Cingular Wireless PCS, LLC, a Delaware limited liability company having a local address of 601 West Chestnut Street, Louisville, Kentucky 40203.

2. Applicant is a Delaware limited liability company and a copy of its Delaware Certificate of Formation and Certificate of Amendment are attached as **Exhibit A**. A copy of the Certificate of Authorization to transact business in the Commonwealth of Kentucky is also included as **Exhibit A**.

3. Applicant proposes construction of an antenna tower in Floyd County, Kentucky, which is outside the jurisdiction of a planning commission as defined by Commonwealth of Kentucky Court of Appeals in opinion for No. 2007-CA-000697 and Applicant submits the Application to the PSC for a CPCN pursuant to KRS §§ 278.020(1), 278.650, and 278.665.

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

5. To address the above-described service needs, Applicant proposes to construct a WCF at 114 Rising Son Lane, Prestonsburg, Kentucky 41653 (37° 39' 18.042" North Latitude, 82° 47' 17.110" West Longitude (NAD 83)), in an area entirely within Floyd County. The property in which the WCF will be located is currently owned by Rising Son Ministries, Inc., pursuant to that Deed of record in Deed Book 539, Page 380 in the Office of the Floyd County Clerk and Edd Ousley, pursuant to that Deed of record in Deed Book 198, Page 409 in the Office of the Floyd County Clerk. The proposed WCF will consist of a 300 foot self-support tower with an approximately 6-foot tall lightning arrestor attached to the top of the tower for a total height of 306 feet. The WCF will also include concrete foundations to accommodate the placement of a prefabricated equipment shelter. The WCF compound will be fenced and all access gates(s)

will be secured. A detailed site development plan and survey, signed and sealed by a professional land surveyor registered in Kentucky is attached as **Exhibit B**.

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

7. A geotechnical engineering report was performed at the WCF site by Terracon, of Louisville, Kentucky, dated January 20, 2009 and is attached as **Exhibit E**. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who prepared the report is included as part of the exhibit.

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

9. The Federal Aviation Administration Determination of No Hazard to Air Navigation issued December 23, 2008 is attached as **Exhibit G**. The Kentucky Airport Zoning Commission Application for Permit to Construct or Alter a Structure was filed by the Applicant on December 11, 2008 and is also attached as **Exhibit G**. Approval from the KAZC will be forwarded once received.

10. The Applicant operates on frequencies licensed by the Federal Communications Commission pursuant to applicable federal requirements.

Copies of the licenses are attached as **Exhibit H**. Appropriate FCC required signage will be posted on the site.

11. Based on the review of Federal Emergency Management Agency Flood Insurance Rate Maps, the licensed, professional land surveyor has noted in **Exhibit B** that the Flood Insurance Rate Map (FIRM) No. 2100690025C dated April 16, 1990 indicates that the proposed WCF is not located within any flood hazard area.

12. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced. Project Manager for the site is Kathy Kelly-Jacobs, of Nsoro.

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

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

15. Applicant has notified the Floyd County Judge Executive by certified mail, return receipt requested, of the proposed construction. The notice

included the docket number under which the Application will be processed and informed the Floyd County Judge Executive of his right to request intervention. Copy of the notice is attached as **Exhibit K**.

16. Pursuant to 807 KAR 5:063, Applicant affirms that two notice signs measuring at least two feet by four feet in size with all required language in letters of required height have been posted in a visible location on the proposed site and on the nearest road. Copies of the signs are attached as **Exhibit L**. Such signs shall remain posted for at least two weeks after filing the Application. Notice of the proposed construction has been posted in a newspaper of general circulation in the county in which the construction is proposed (The Floyd County Times).

17. The site of the proposed WCF is located in an undeveloped area near Prestonsburg, Kentucky.

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

19. A map of the area in which the proposed WCF is located, that is drawn to scale and that clearly depicts the search area in which a site should, pursuant to radio frequency requirements, be located is attached as **Exhibit M**.


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

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

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

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

Respectfully submitted,



Todd R. Briggs  
Briggs Law Office, PSC  
17300 Polo Fields Lane  
Louisville, KY 40245  
Telephone 502-254-9756  
Counsel for New Cingular Wireless PCS, LLC

## **LIST OF EXHIBITS**

Exhibit A	Certificate of Authorization
Exhibit B	Site Development Plan and Survey
Exhibit C	Vertical Tower Profile
Exhibit D	Structural Design Report
Exhibit E	Geotechnical Engineering Report
Exhibit F	Competing Utilities List and Map of Like Facilities, General Area
Exhibit G	FAA Approval KAZC Application
Exhibit H	FCC Documentation
Exhibit I	Directions to Site and Copy of Lease Agreement
Exhibit J	Notification Listing and Copy of Property Owner Notifications
Exhibit K	Copy of County Judge Executive Notification
Exhibit L	Copy of Posted Notice
Exhibit M	Map of Search Area
Exhibit N	Miscellaneous

## Exhibit A



Commonwealth of Kentucky  
Trey Grayson, Secretary of State

7/22/2008

Division of Corporations  
Business Filings

P. O. Box 718  
Frankfort, KY 40602  
(502) 564-2848  
<http://www.sos.ky.gov>

**Certificate of Authorization**

Authentication Number: 67612

Jurisdiction: Kentucky

Visit <http://apps.sos.ky.gov/business/obdb/certvalidate.aspx> to authenticate this certificate.

I, **Trey Grayson**, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State, **NEW CINGULAR WIRELESS PCS, LLC**

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 22nd day of July, 2008.



*Trey*

Trey Grayson  
Secretary of State  
Commonwealth of Kentucky  
67612/0481848

# Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "AT&T WIRELESS PCS, LLC", CHANGING ITS NAME FROM "AT&T WIRELESS PCS, LLC" TO "NEW CINGULAR WIRELESS PCS, LLC", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF OCTOBER, A.D. 2004, AT 11:07 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE TWENTY-SIXTH DAY OF OCTOBER, A.D. 2004, AT 7:30 O'CLOCK P.M.

2445544 8100

040770586



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary

AUTHENTICATION: 3434823

DATE: 10 26 04

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 11:20 AM 10/26/2004  
FILED 11:07 AM 10/26/2004  
SRV 040770586 - 2445544 FILE

CERTIFICATE OF AMENDMENT  
TO THE CERTIFICATE OF FORMATION  
OF  
AT&T WIRELESS PCS, LLC


1. The name of the limited liability company is AT&T Wireless PCS, LLC (the "Company").
2. The Certificate of Formation of the Company is amended by deleting the first paragraph in its entirety and replacing it with a new first paragraph to read as follows:  
  
"FIRST: The name of the limited liability company is New Cingular Wireless PCS, LLC."
3. The Certificate of Amendment shall be effective at 7:30 p.m. EDT on October 26, 2004.

*[Signature on following page]*

IN WITNESS WHEREOF, AT&T Wireless PCS, LLC has caused this Certificate of Amendment to be executed by its duly authorized Manager this 20<sup>th</sup> day of October, 2004.

AT&T WIRELESS PCS, LLC

By: Cingular Wireless LLC, its Manager

By:   
Name: Joanne Todaro  
Title: Assistant Secretary

STATE OF DELAWARE  
CERTIFICATE OF FORMATION OF  
AT&T WIRELESS PCS, LLC


The undersigned authorized person hereby executes the following Certificate of Formation for the purpose of forming a limited liability company under the Delaware Limited Liability Company Act.

FIRST: The name of the limited liability company is AT&T Wireless PCS, LLC.

SECOND: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

DATED this 7 day of September, 1999.

AT&T WIRELESS SERVICES, INC.,  
As Authorized Person



Mark U. Thomas, Vice President

## Exhibit B

**LEGAL DESCRIPTION**

THIS IS THE DESCRIPTION FOR AT&T, FOR AN AREA TO BE LEASED FROM A TRACT OF LAND CONVEYED TO RISING SON MINISTRIES, OF RECORD IN DEED BOOK 539, PAGE 380, AND EDD OUSLEY, OF RECORD IN DEED BOOK 198, PAGE 409, BOTH OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF FLOYD COUNTY, KENTUCKY AND FURTHER DESCRIBED AS FOLLOWS:

**DESCRIPTION OF PROPOSED LEASE AREA AND EASEMENT**

NOTE: ALL BEARINGS AND DISTANCES ARE BASED ON KENTUCKY STATE PLANE COORDINATE SYSTEM SOUTH ZONE

COMMENCING AT A FOUND #4 WITH CAP MARKED "WAP 2801", SAID REBAR LYING IN THE WEST RIGHT OF WAY OF U.S. HIGHWAY 23 AND 460, APPROXIMATELY 1080 FEET NORTH OF THE ENTRANCE FROM RISING SON MINISTRIES TO SAID HIGHWAY; THENCE N58°18'16"W, 753.47 FEET TO A SET #5 REBAR WITH CAP STAMPED "J. CHARLES 3152" (SET REBAR HENCEFORTH), BEING A POINT ON THE APPROXIMATE BOUNDARY LINE BETWEEN THE PROPERTIES OF RISING SON MINISTRIES, OF RECORD IN DEED BOOK 539, PAGE 380 AND EDD OUSLEY, OF RECORD IN DEED BOOK 198, PAGE 409, BOTH OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF FLOYD COUNTY, KENTUCKY, AND BEING THE TRUE POINT OF BEGINNING; THENCE RUNNING WITH SAID APPROXIMATE BOUNDARY LINE THE FOLLOWING THREE CALLS: S25°26'33"W 22.87 FEET TO A POINT; THENCE; S56°17'33"W 92.27 FEET TO A POINT; THENCE S56°20'03"W 7.77 FEET TO A SET REBAR; THENCE LEAVING SAID APPROXIMATE BOUNDARY LINE AND RUNNING THROUGH THE LAND OF SAID OUSLEY THE FOLLOWING FIVE CALLS: THENCE, N33°39'57"W 50.00 FEET TO A SET REBAR; THENCE, N56°20'03"E 7.75 FEET TO A POINT; THENCE N56°17'33"E 78.46 FEET TO A POINT; THENCE, N25°26'33"E 13.79 FEET TO A SET REBAR; THENCE, S59°10'22"E 50.22 FEET TO THE TRUE POINT OF BEGINNING, HAVING AN AREA OF 5,573 SQUARE FEET OR 0.128 ACRES.

COMMENCING AT A FOUND #4 WITH CAP MARKED "WAP 2801", SAID REBAR LYING IN THE WEST RIGHT OF WAY OF U.S. HIGHWAY 23 AND 460, APPROXIMATELY 1080 FEET NORTH OF THE ENTRANCE FROM RISING SON MINISTRIES TO SAID HIGHWAY; THENCE N58°18'16"W, 753.47 FEET TO A SET #5 REBAR WITH CAP STAMPED "J. CHARLES 3152" (SET REBAR HENCEFORTH), BEING A POINT ON THE APPROXIMATE BOUNDARY LINE BETWEEN THE PROPERTIES OF RISING SON MINISTRIES, OF RECORD IN DEED BOOK 539, PAGE 380 AND EDD OUSLEY, OF RECORD IN DEED BOOK 198, PAGE 409, BOTH OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF FLOYD COUNTY, KENTUCKY, AND BEING THE TRUE POINT OF BEGINNING; THENCE, RUNNING THROUGH THE LAND OF SAID RISING SON MINISTRIES THE FOLLOWING SIX CALLS: THENCE, S19°53'11"E 100.00 FEET TO A SET REBAR; THENCE, S50°41'52"W 104.29 FEET TO A SET REBAR; THENCE, N28°55'10"W 95.88 FEET TO A SET REBAR LYING IN SAID APPROXIMATE BOUNDARY LINE; THENCE, RUNNING WITH SAID APPROXIMATE BOUNDARY LINE THE FOLLOWING THREE CALLS: THENCE, N56°20'03"E 7.77 FEET TO A POINT; THENCE, N56°17'33"E 92.27 FEET TO A POINT; THENCE, N25°26'33"E 22.87 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 10,001 SQUARE FEET OR 0.230 ACRES.

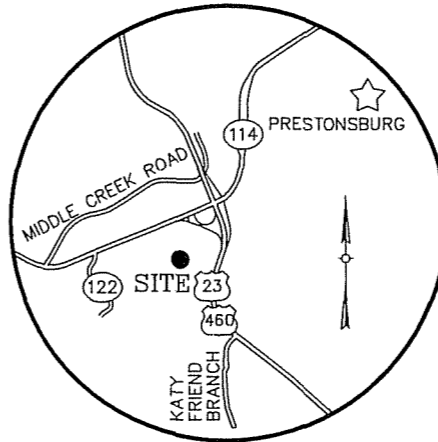
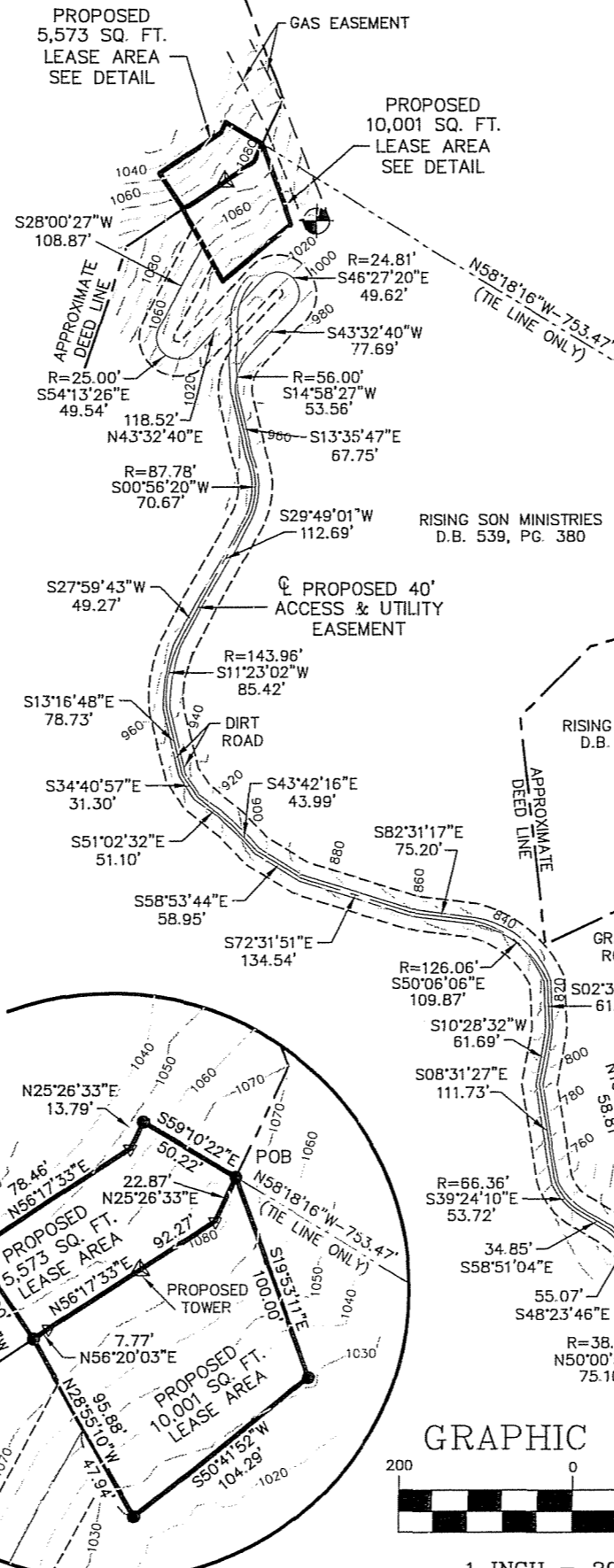
ALSO, THE RIGHT TO USE FOR ACCESS AND UTILITIES TO THE ABOVE DESCRIBED LEASE AREA, A 40 FOOT WIDE EASEMENT THE CENTERLINE DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND #4 WITH CAP MARKED "WAP 2801", SAID REBAR LYING IN THE WEST RIGHT OF WAY OF U.S. HIGHWAY 23 AND 460, APPROXIMATELY 1080 FEET NORTH OF THE ENTRANCE FROM RISING SON MINISTRIES TO SAID HIGHWAY; THENCE N58°18'16"W, 753.47 FEET TO A SET #5 REBAR WITH CAP STAMPED "J. CHARLES 3152" (SET REBAR HENCEFORTH), BEING A POINT ON THE APPROXIMATE BOUNDARY LINE BETWEEN THE PROPERTIES OF RISING SON MINISTRIES, OF RECORD IN DEED BOOK 539, PAGE 380 AND EDD OUSLEY, OF RECORD IN DEED BOOK 198, PAGE 409, BOTH OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF FLOYD COUNTY, KENTUCKY; THENCE S19°53'11"E, 100.00 FEET TO A SET REBAR; THENCE, S50°41'52"W, 104.29 FEET TO A SET REBAR; THENCE N28°55'10"W, 47.94 FEET TO THE TRUE POINT OF BEGINNING; THENCE WITH THE CENTERLINE OF SAID 40 FEET EASEMENT THE FOLLOWING 34 CALLS, S28°00'27"W, 108.87 FEET TO A POINT; THENCE ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CHORD OF S54°13'26"E, 49.54 FEET TO A POINT, THENCE N43°32'40"E, 118.52 FEET TO A POINT; THENCE ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 24.81 FEET AND A CHORD OF S46°27'20"E, 49.62 FEET TO A POINT; THENCE S43°32'40"W, 77.69 FEET TO A POINT; THENCE ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 56.00 FEET AND A CHORD OF S14°58'27"W, 53.56 FEET TO A POINT; THENCE S13°35'47"E, 67.75 FEET TO A POINT; THENCE ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 87.78 FEET AND A CHORD OF S00°56'20"W, 70.67 FEET TO A POINT, THENCE S29°49'01"W, 112.69 FEET TO A POINT; THENCE S27°59'43"W, 49.27 FEET TO A POINT; THENCE ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 143.96 FEET AND A CHORD OF S11°23'02"W, 85.42 FEET TO A POINT; THENCE S13°16'48"E, 78.73 FEET TO A POINT; THENCE S34°40'57"E, 31.30 FEET TO A POINT; THENCE S51°02'32"E, 51.10 FEET TO A POINT; THENCE S43°42'16"E, 43.99 FEET TO A POINT; THENCE S58°53'44"E, 58.95 FEET TO A POINT; THENCE S72°31'51"E, 134.54 FEET TO A POINT; THENCE S82°31'17"E, 75.20 FEET TO A POINT; THENCE ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 126.06 FEET AND A CHORD OF S50°06'06"E, 109.87 FEET TO A POINT; THENCE S2°30'29"E, 61.05 FEET TO A POINT; THENCE S10°28'32"W, 61.69 FEET TO A POINT; THENCE S8°31'27"E, 111.73 FEET TO A POINT; THENCE ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 66.36 FEET AND A CHORD OF S39°24'10"E, 53.72 FEET TO A POINT, THENCE S58°51'04"E, 34.85 FEET TO A POINT; THENCE S48°23'46"E, 55.07 FEET TO A POINT; THENCE ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 38.83 FEET AND A CHORD OF N50°00'53"E, 75.10 FEET TO A POINT, THENCE N16°37'45"W, 58.81 FEET TO A POINT; THENCE N06°07'55"W, 37.44 FEET TO A POINT; THENCE ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 20.36 FEET AND A CHORD OF N75°47'58"E, 40.06 FEET TO A POINT; THENCE S32°26'31"E, 59.49 FEET TO A POINT; THENCE ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 449.69 FEET AND A CHORD OF S27°49'43"E, 230.21 FEET TO A POINT, THENCE S31°07'14"E, 53.29 FEET TO A POINT; THENCE ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 55.00 FEET AND A CHORD OF S63°53'44"E, 53.61 FEET TO A POINT, THENCE N82°11'17"E, 79.69 FEET TO THE TERMINATION OF SAID EASEMENT CENTERLINE IN THE CENTERLINE OF US HIGHWAY 460 AND 23.

**LAND SURVEYOR'S CERTIFICATE**

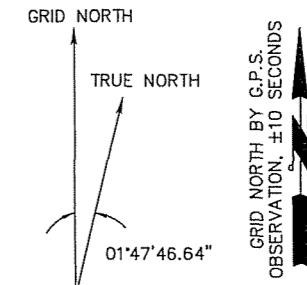
I HEREBY CERTIFY THAT THIS PLAT AND SURVEY WERE MADE UNDER MY SUPERVISION, AND THAT THE ANGULAR AND LINEAR MEASUREMENTS AS WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS MADE BY METHOD OF RANDOM TRAVERSE WITH SIDESHOTS. THE UNADJUSTED CLOSURE RATIO OF THE TRAVERSE WAS GREATER THAN 1:5,000. THIS SURVEY MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR A CLASS "B" SURVEY AS ESTABLISHED BY THE STATE OF KENTUCKY PER 201 KAR 18:150.

*John Charles* 9-23-08  
 JOHN CHARLES PLS NO. 3152  
 OWNER APPROVAL: \_\_\_\_\_ DATE \_\_\_\_\_  
 AT&T APPROVAL: \_\_\_\_\_ DATE \_\_\_\_\_

EDD OUSLEY  
 DEED BOOK 198, PAGE 409



**LOCATION MAP**  
 PRESTONSBURG, FLOYD CO., KY  
 NOT TO SCALE



NORTH IS BASED ON THE KENTUCKY STATE PLANE COORDINATE SYSTEM, SOUTH ZONE AND WAS DETERMINED BY COMPUTATION FROM G.P.S. OBSERVATION ON SEPTEMBER 23, 2008

**LEGEND**

- DHU — EXISTING OVERHEAD UTILITIES
- x — x — FENCE LINE
- — — SURVEY LINE
- - - - APPROXIMATE DEED LINE
- - - - DITCH LINE
- ⊙ UTILITY POLE
- ⊙ GUY WIRE
- TELE PED
- TELE PED
- ◇ SET #5 REBAR WITH CAP STAMPED "J CHARLES #3152" UNLESS OTHERWISE NOTED
- ▽ FOUND #4 REBAR "WAP"
- ▽ COMPUTED UNMARKED POINT

**COORDINATE POINT LOCATION PROPOSED TOWER CENTERLINE**

NAD 1983  
 LATITUDE: 37°39'18.042"N  
 LONGITUDE: 82°47'17.110"W  
 ELEVATION: 1080.89' (NAVD 88)  
 STATE PLANE COORDINATE  
 NORTHING: 2135071.15  
 EASTING: 2497741.65

**BENCHMARK**

NORTH: 2135011.47  
 EAST: 2497830.07  
 ELEVATION: 1028.39' (NAVD 88)  
 LOCATION: IRON PIN WITH CAP (BTM TRAVERSE)

**NOTE**

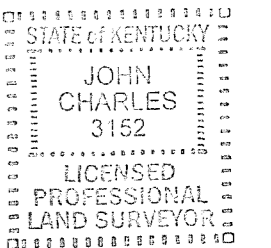
1. THIS SURVEY IS SUBJECT TO ALL EXISTING EASEMENTS, RESTRICTIONS, EXCEPTIONS, SERVITUDES, RIGHT OF WAYS AND PRIOR LEASES WHETHER SHOWN HEREON OR NOT. A TITLE REPORT MAY REVEAL EASEMENTS OR OTHER DEFECTS WHETHER SHOWN HEREON OR NOT.

**FLOOD PLAIN CERTIFICATION**

I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 2100690025C, DATED APRIL 16, 1990 AND THE LEASE AREA DOES NOT APPEAR TO BE IN A FLOOD PRONE AREA.



BTM ENGINEERING, INC.  
 3001 TAYLOR SPRINGS DRIVE  
 LOUISVILLE, KENTUCKY 40220  
 (502) 459-8402 PHONE  
 (502) 459-8427 FAX



SITE NAME: BIG BRANCH

SITE I.D.: 474G0111

SITE ADDRESS: 114 RISING SON LANE  
 PRESTONSBURG, FLOYD CO., KY 41653

LEASE AREA: 15574 SQ. FT.

PROPERTY OWNERS:  
 RISING SON MINISTRIES, INC. EDD OUSLEY  
 PO BOX 1542 1720 KY ROUTE 404  
 PRESTONSBURG, KY 41653 PRESTONSBURG, KY 41653

TAX MAP NUMBER: 35

PARCEL NUMBERS: 45 & 47

SOURCE OF TITLE:  
 DEED BOOK 539, PAGE 380, DEED BOOK 198, PAGE 409

LATITUDE: 37° 39' 18.042"N  
 LONGITUDE: 82° 47' 17.110"W

NO.	REVISION/ISSUE	DATE

TITLE:  
**COMMUNICATIONS SITE SURVEY**

SHEET:  
**C-2**

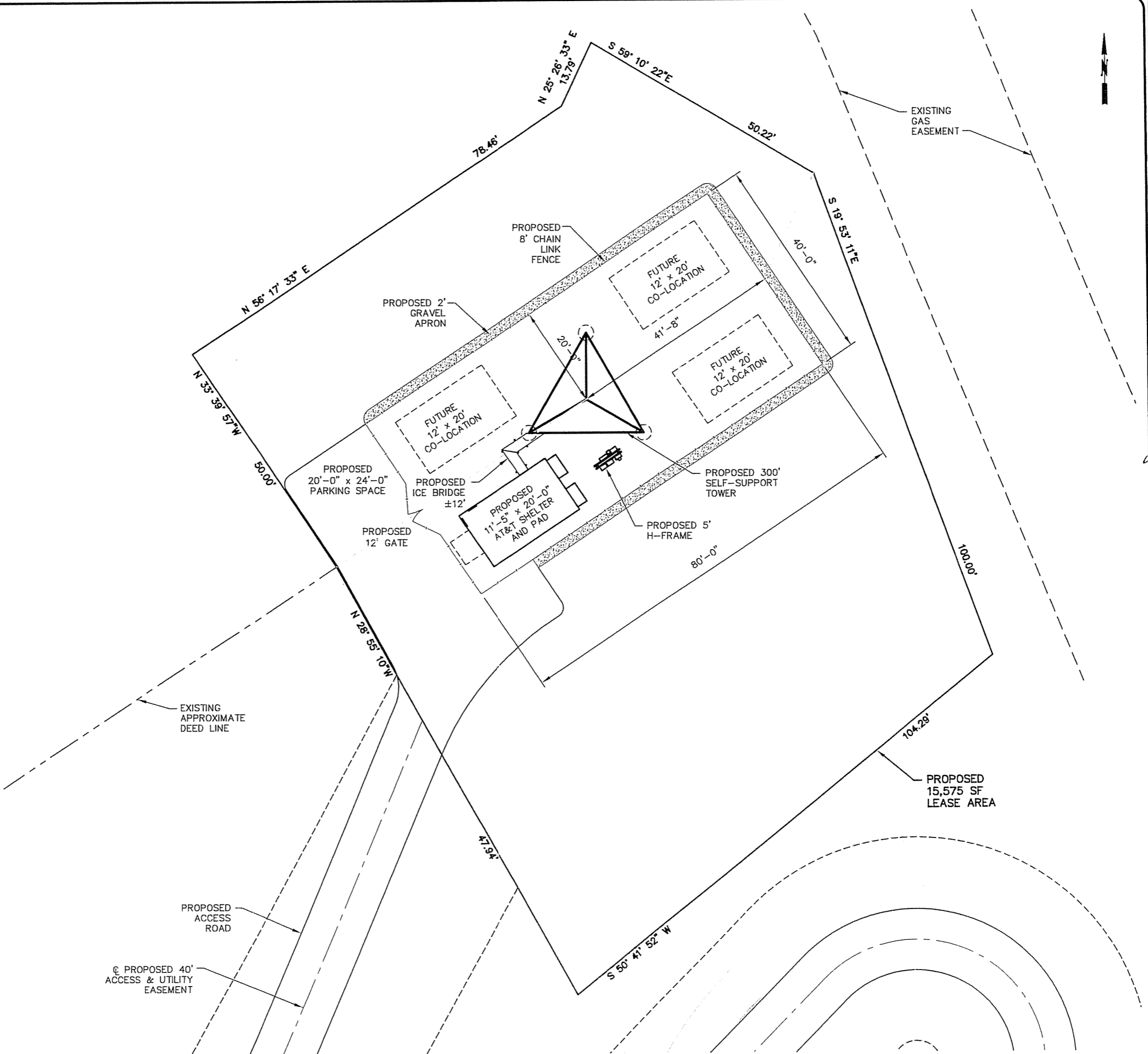
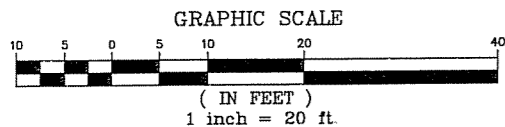
# SITE PLAN NOTES

1. THE PROPOSED DEVELOPMENT IS FOR A 300 FOOT SELF-SUPPORT TOWER AND MULTIPLE EQUIPMENT LOCATIONS. ITS LOCATION IS 114 RISING SON LANE, PRESTONBURG, KY 41653.
2. THE TOWER WILL BE ACCESSED BY A PROPOSED STABILIZED DRIVE FROM AN EXISTING ASPHALT ROADWAY (RISING SON LANE) WHICH IS A PUBLIC RIGHT OF WAY. WATER, SANITARY SEWER, AND WASTE COLLECTIONS SERVICES ARE NOT REQUIRED FOR THE PROPOSED DEVELOPMENT.
3. CENTERLINE OF PROPOSED TOWER GEOGRAPHIC LOCATIONS:  
 LATITUDE: 37° 39' 18.042"N 2135071.15 N  
 LONGITUDE: 82° 47' 17.110"W 2497741.65 E
4. REMOVE ALL VEGETATION, CLEAN AND GRUBB LEASE AREA (WHERE REQUIRED).
5. FINISH GRADING TO PROVIDE EFFECTIVE DRAINAGE WITH A SLOPE OF NO LESS THAN ONE EIGHTH INCH (1/8") PER FOOT FLOWING AWAY FROM EQUIPMENT FOR A MINIMUM DISTANCE OF SIX FEET (6') IN ALL DIRECTIONS.
6. LOCATE ALL U.G. UTILITIES PRIOR TO ANY CONSTRUCTION.
7. COMPOUND FINISHED SURFACE TO BE FENCED

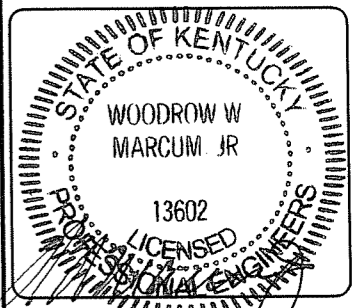
**UNDERGROUND UTILITIES**  
 CALL 2 WORKING DAYS  
**BEFORE YOU DIG**  
 INDIANA 1-800-382-5544  
 KENTUCKY 1-800-752-6007  
 OR DIAL 811  
 UTILITIES PROTECTION SERVICE  
 NON-MEMBERS MUST CALL DIRECTLY

**LEGEND**

—E—	EXISTING OVERHEAD ELECTRIC
—T—	EXISTING OVERHEAD TELEPHONE
—UE—	EXISTING UNDERGROUND ELECTRIC
—UT—	EXISTING UNDERGROUND TELEPHONE
—UE—	PROPOSED UNDERGROUND ELECTRIC
—UT—	PROPOSED UNDERGROUND TELEPHONE
—x—x—	FENCE LINE
⊙	POWER POLE
■ TELE. PED.	TELEPHONE PEDESTAL
⊠	WATER VALVES
⊠	FIRE HYDRANTS
•	BOLLARDS



**BT Engineering, Inc**  
 3001 TAYLOR SPRINGS DRIVE  
 LOUISVILLE, KENTUCKY 40220  
 (502) 459-8402 PHONE  
 (502) 459-8427 FAX



SITE NAME: BIG BRANCH

SITE ID NUMBER: 474G0111

SITE ADDRESS: 114 RISING SON LN  
 PRESTONBURG, KY 41653

LATITUDE: 37° 39' 18.042"N  
 LONGITUDE: 82° 47' 17.110"W

TAX MAP NUMBER: 35

PARCEL NUMBER: 45 & 47

SOURCE OF TITLE:  
 DEED BOOK 539, PAGE 380  
 DEED BOOK 198, PAGE 409

PROPERTY OWNERS: RISING SON  
 MINISTRIES, INC  
 PO BOX 1542  
 PRESTONBURG, KY 41653  
 EDD OUSLEY  
 1720 KY RT 404  
 PRESTONBURG, KY 41653

NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	11/13/08
2	ISSUE FOR ZONING	02/25/09

TITLE:  
**SITE LAYOUT**

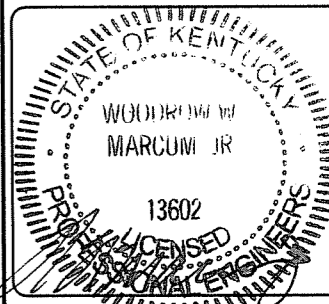
SHEET:  
**Z-3**



## Exhibit C



**BT Engineering, Inc**  
 3001 TAYLOR SPRINGS DRIVE  
 LOUISVILLE, KENTUCKY 40220  
 (502) 459-8402 PHONE  
 (502) 459-8427 FAX



SITE NAME: BIG BRANCH

SITE ID NUMBER: 474G0111

SITE ADDRESS: 114 RISING SON LN  
 PRESTONSBURG, KY 41653

LATITUDE: 37° 39' 18.042"N  
 LONGITUDE: 82° 47' 17.110"W

TAX MAP NUMBER: 35

PARCEL NUMBER: 45 & 47

SOURCE OF TITLE: DEED BOOK 539, PAGE 380  
 DEED BOOK 198, PAGE 409

PROPERTY OWNERS: RISING SON  
 MINISTRIES, INC  
 PO BOX 1542  
 PRESTONSBURG, KY 41653  
 EDD OUSLEY  
 1720 KY RT 404  
 PRESTONSBURG, KY 41653

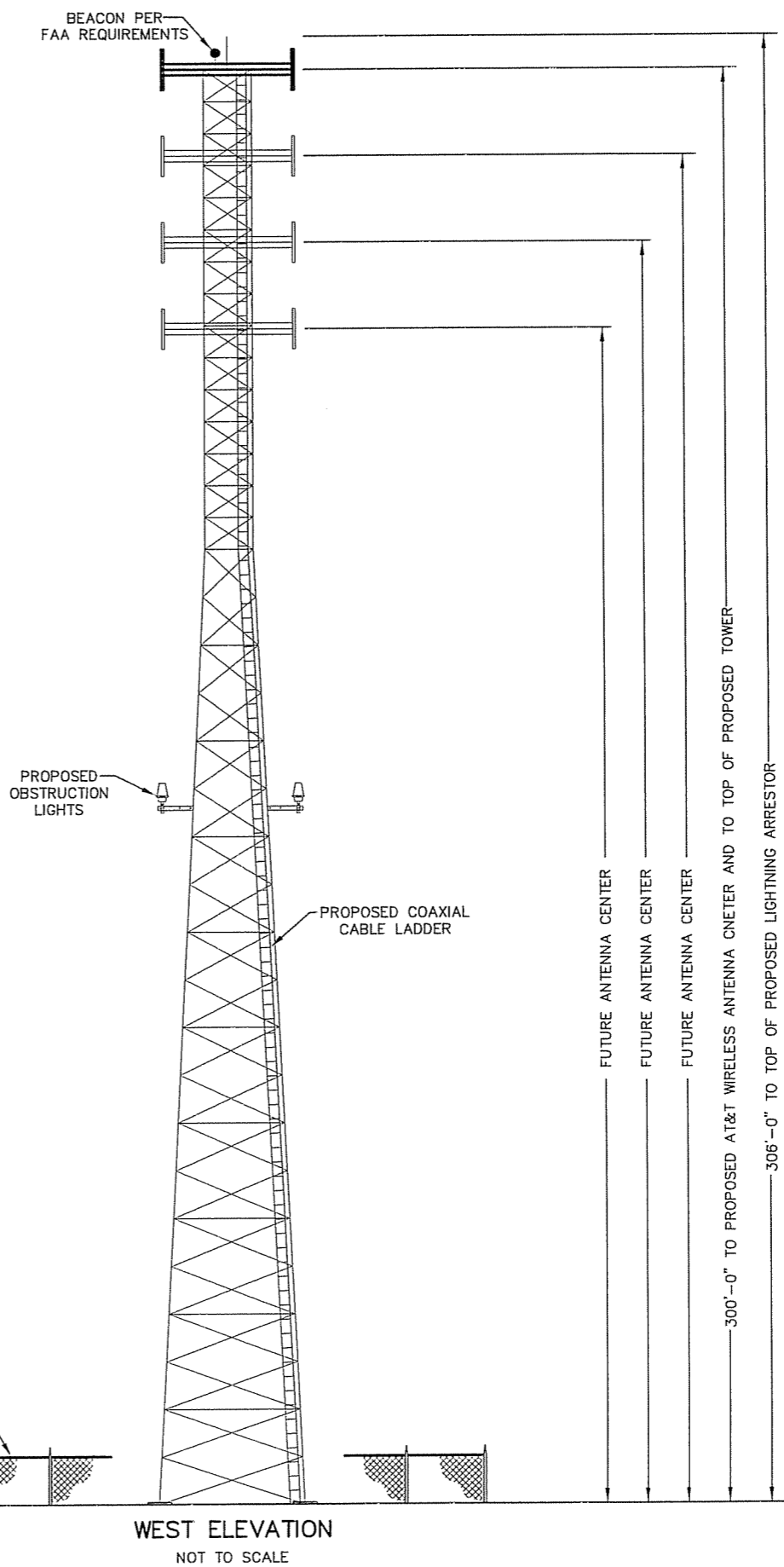
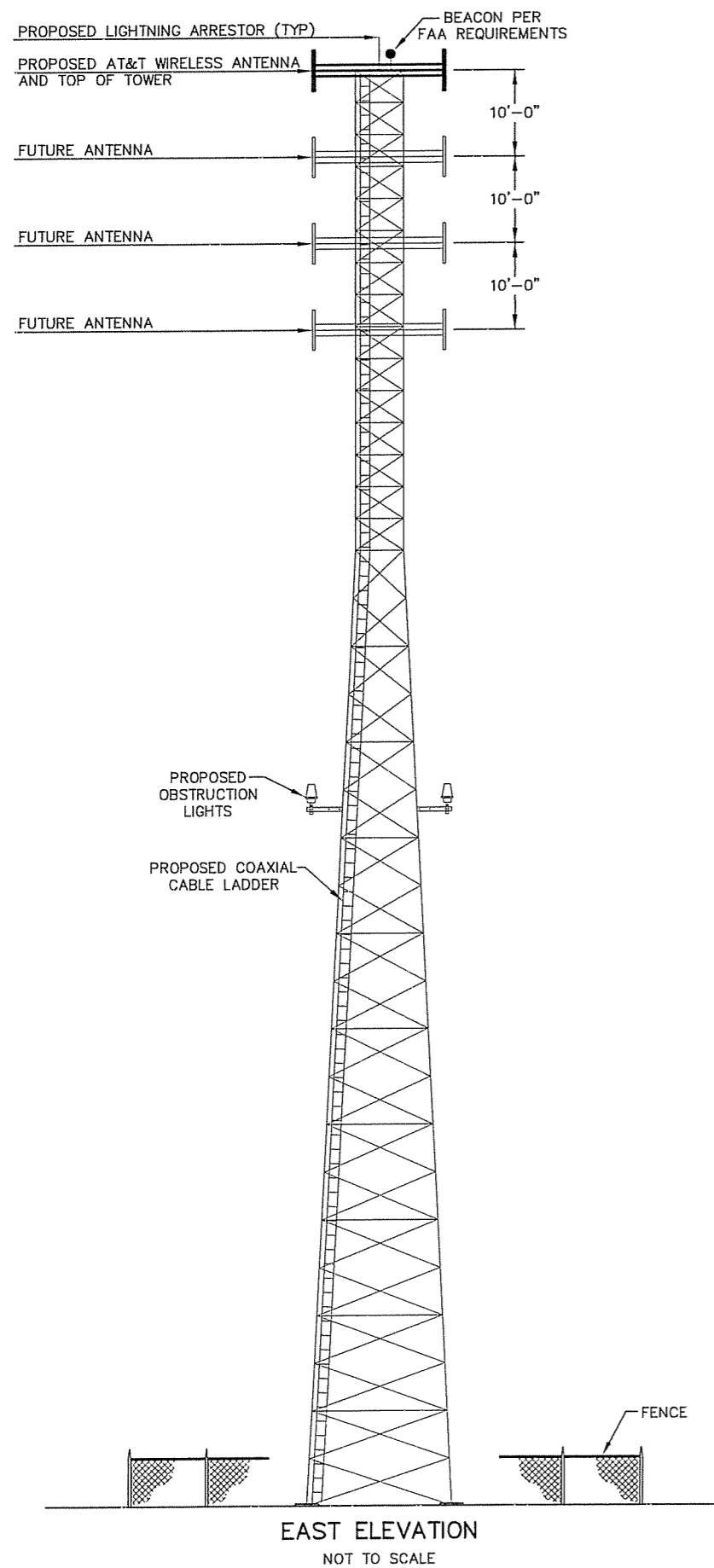
NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	11/13/08
2	ISSUE FOR ZONING	02/25/09

TITLE: EAST/WEST  
 TOWER  
 ELEVATIONS

SHEET: Z-6

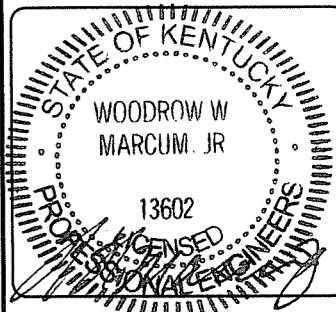
**NOTE:**

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**BT** Engineering, Inc.  
 3001 TAYLOR SPRINGS DRIVE  
 LOUISVILLE, KENTUCKY 40220  
 (502) 459-8402 PHONE  
 (502) 459-8427 FAX



SITE NAME: BIG BRANCH

SITE ID NUMBER: 474G0111

SITE ADDRESS: 114 RISING SON LN  
 PRESTONSBURG, KY 41653

LATITUDE: 37° 39' 18.042"N  
 LONGITUDE: 82° 47' 17.110"W

TAX MAP NUMBER: 35

PARCEL NUMBER: 45 & 47

SOURCE OF TITLE:  
 DEED BOOK 539, PAGE 380  
 DEED BOOK 198, PAGE 409

PROPERTY OWNERS: RISING SON  
 MINISTRIES, INC  
 PO BOX 1542  
 PRESTONSBURG, KY 41653  
 EDD OUSLEY  
 1720 KY RT 404  
 PRESTONSBURG, KY 41653

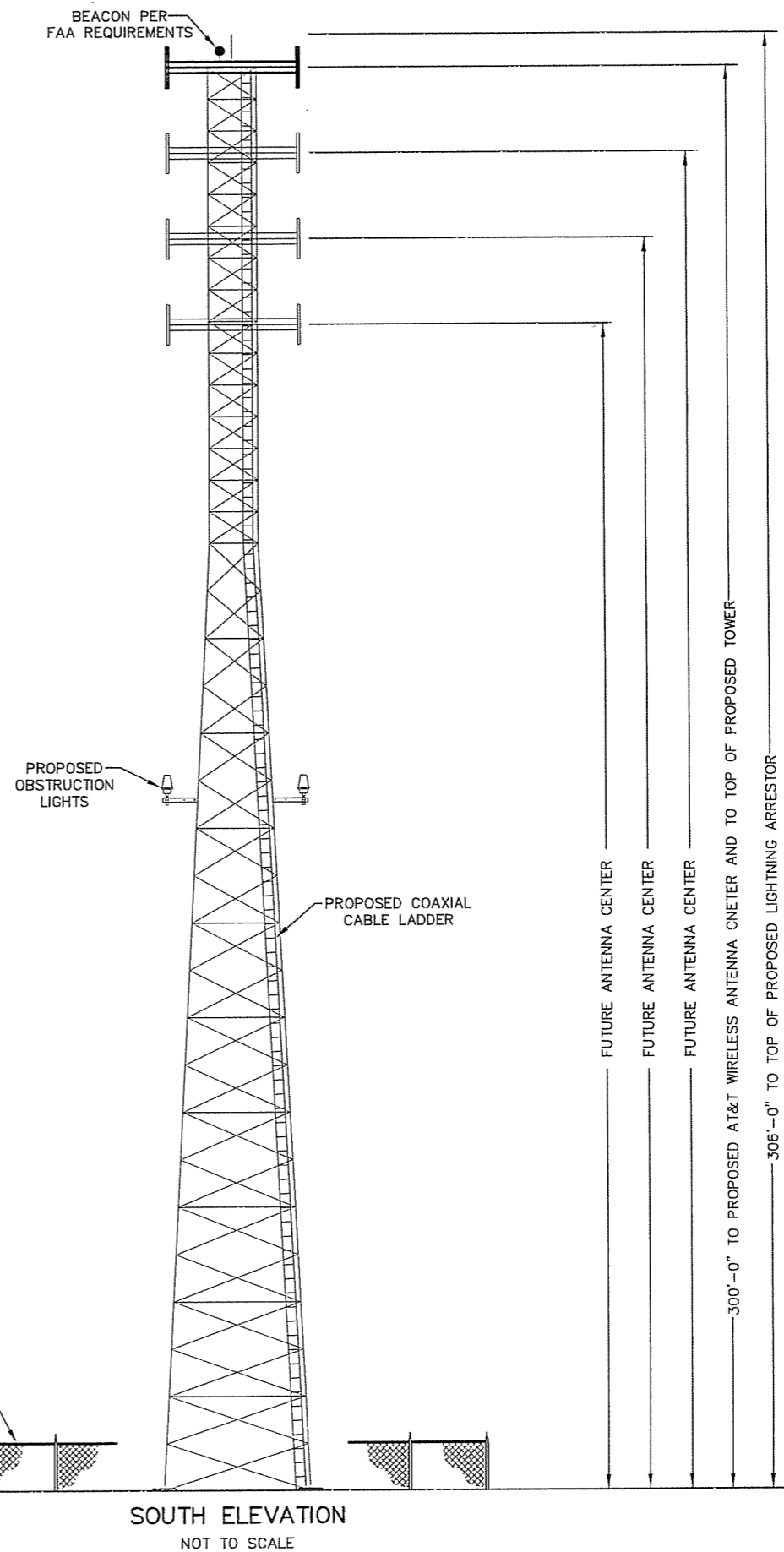
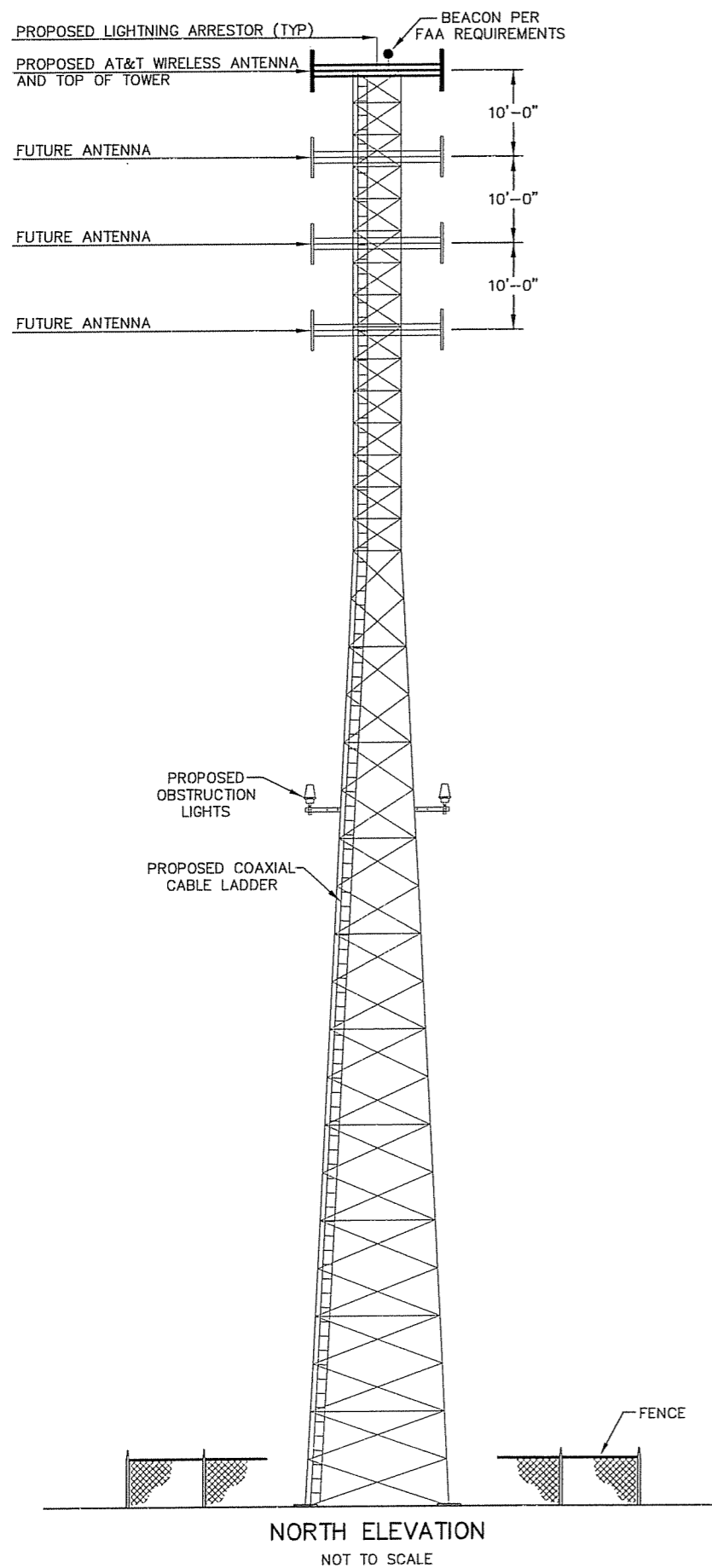
NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	11/13/08
2	ISSUE FOR ZONING	02/25/09

TITLE: NORTH/SOUTH  
 TOWER  
 ELEVATIONS

SHEET:  
**Z-5**

**NOTE:**

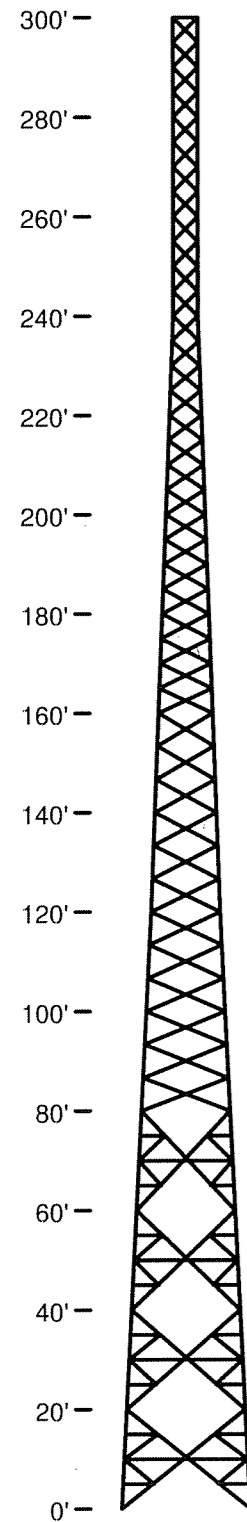
THE ELEVATIONS SHOWN ON THIS SHEET ARE FOR PICTORIAL PURPOSES ONLY. THIS DESIGN WAS PROVIDED BY OTHERS. REFER TO TOWER PLANS FOR TOWER DESIGN.



## Exhibit D

**Self-Supporting Tower Section Data**

Section Number	Bottom Elevation (ft)	Top Elevation (ft)	Model	Bottom Face Width (ft)	Top Face Width (ft)	Number of Panels	Leg Size (in)	Diagonal Size (in)	Girt Size (in)	Mid-Horizontal Size (in)	Redundant Horizontal Size (in)	Redundant Diagonal Size (in)
15	280	300	NSX	5.0	5.0	4	SR 1.75	L1 3/4x1 3/4x1/8	L1 3/4x1 3/4x1/8			
14	260	280	NSX	5.0	5.0	4	SR 2.5	L2x2x3/16				
13	240	260	NSX	5.0	5.0	4	SR 3	L2 1/2x2 1/2x1/4				
12	220	240	NSX	6.5	5.0	4	SR 3.5	L2x2x3/16				
11	200	220	NSX	8.0	6.5	4	SR 3.5	L2x2x3/16				
10	180	200	NSX	9.5	8.0	4	SR 3.5	L2x2x3/16				
9	160	180	NSX	11.0	9.5	4	SR 3.5	L2x2x3/16				
8	140	160	NSX	12.5	11.0	3	SR 4	L2 1/2x2 1/2x3/16				
7	120	140	NSX	14.0	12.5	3	SR 4	L2 1/2x2 1/2x3/16				
6	100	120	NSX	16.0	14.0	3	SR 4.25	L3x3x3/16				
5	80	100	NSX	18.0	16.0	3	SR 4.25	L3x3x3/16				
4	60	80	NSK	20.0	18.0	4	SR 4	L5x5x5/16		L3x3x1/4	L2x2x3/16	L2 1/2x2 1/2x3/16
3	40	60	NSK	22.0	20.0	4	SR 4	L5x5x5/16		L3 1/2x3 1/2x1/4	L2 1/2x2 1/2x3/16	L2 1/2x2 1/2x3/16
2	20	40	NSK	24.0	22.0	4	SR 4	L5x5x5/16		L3 1/2x3 1/2x1/4	L2 1/2x2 1/2x3/16	L2 1/2x2 1/2x3/16
1	0	20	NSK	26.0	24.0	4	SR 4	L5x5x5/16		L4x4x1/4	L2 1/2x2 1/2x3/16	L3x3x3/16



Tower Reactions

No Ice

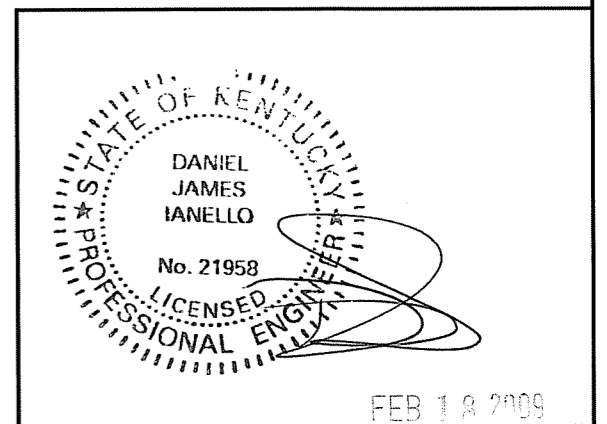
Shear: 51.7 kips  
 Moment: 9175.0 ft-kips  
 Weight: 69.7 kips


With Ice

Shear: 49.1 kips  
 Moment: 8936.5 ft-kips  
 Weight: 107.9 kips

Leg Reactions

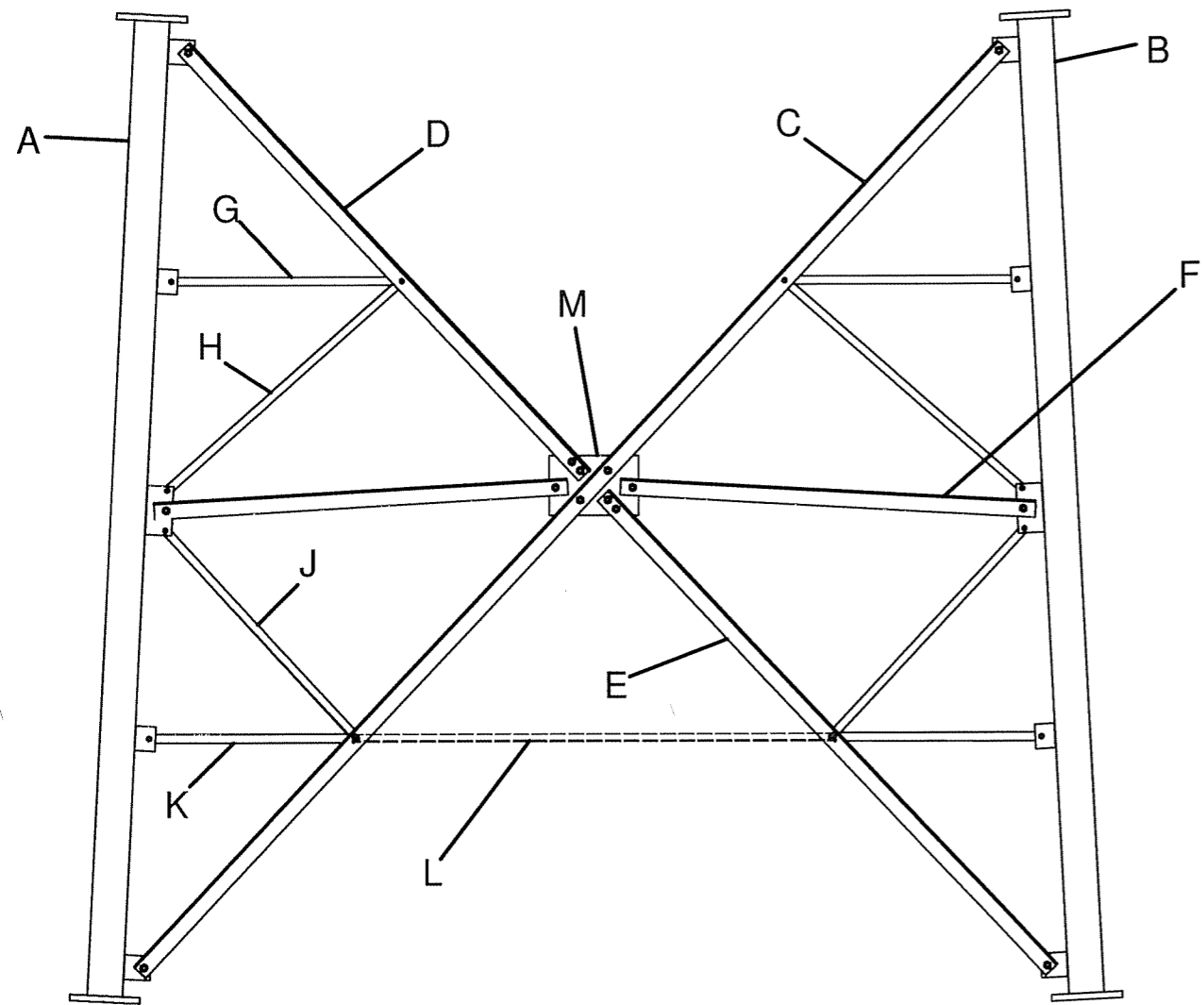
Compression: 432.8 kips  
 Uplift: -372.1 kips  
 Shear: 33.9 kips



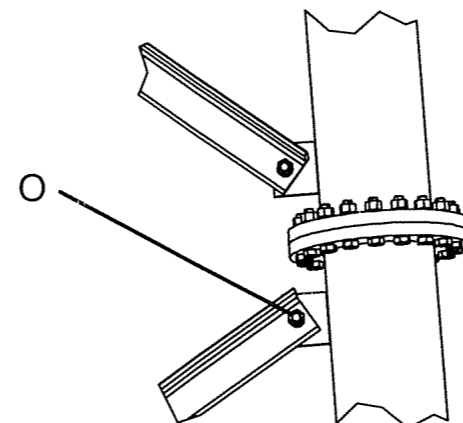
TITLE: American Tower NSK 26' X 300' Big Branch Floyd Co., KY		 <b>N E L L O</b> 211 W. Washington St., Suite 2000 South Bend, IN 46601-1705 Bus: (574)288-3632 Fax: (574)288-5860
---	--	--

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	DWG. PROG: v2.05	SHEET: 1 OF 8

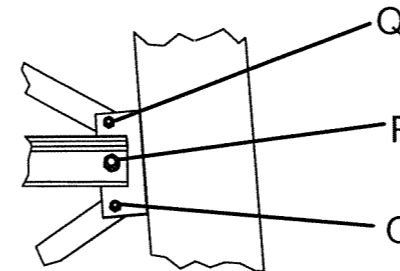
REV	BY	DATE	DESCRIPTION



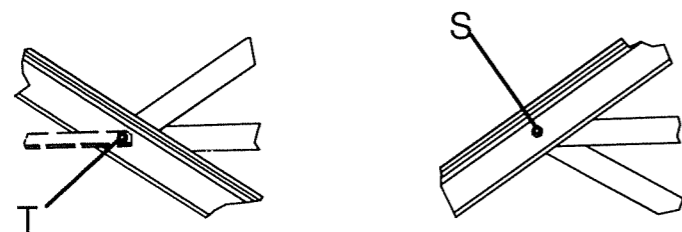
NSK Section Detail



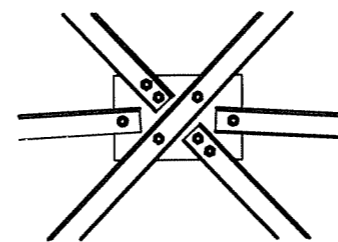
NSK Leg Connection Detail



NSK Center Sideplate Connection



NSK Inner Redundant Connection



NSK Mid-Plate Detail

- NSK Section Legend:
- A. Climbing Leg
  - B. Non-Climbing Leg
  - C. Long Diagonal
  - D. Upper Diagonal
  - E. Lower Diagonal
  - F. Horizontal
  - G. Upper Redundant Diagonal
  - H. Upper Redundant Horizontal
  - J. Lower Redundant Diagonal
  - K. Lower Redundant Horizontal
  - L. Installation Horizontal
  - M. Splice Plate
  - N. Leg Bolts
  - O. Diagonal Bolts
  - P. Horizontal Bolts
  - Q. Redundant Diagonal Bolts
  - R. Redundant Horizontal Bolts
  - S. Upper Redundant Bolts
  - T. Lower Redundant Bolts

DANIEL JAMES IANELLO  
 No. 21958  
 LICENSED PROFESSIONAL ENGINEER

FEB 18 2009

TITLE:  
 American Tower  
 NSK 26' X 300'  
 Big Branch  
 Floyd Co., KY

**N E L L O**

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 Suite 2000  
 South Bend, IN 46601-1705  
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SHEET: 2 OF 8

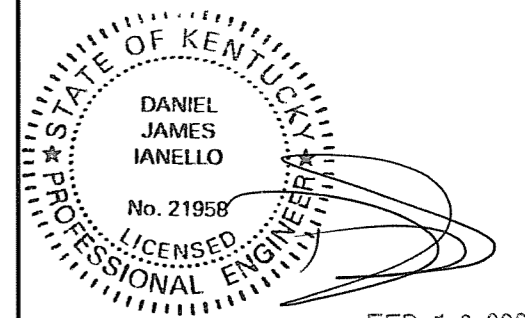
REV	BY	DATE	DESCRIPTION

**NSK Section Part Numbers**

Item	Elevation	Climbing Leg	Non-Climbing Leg	Long Diagonal	Upper Diagonal	Lower Diagonal	Horizontal	Upper Redundant Diagonal	Upper Redundant Horizontal	Lower Redundant Diagonal	Lower Redundant Horizontal	Installation Horizontal	Splice Plate
4	60' - 80'	119084	119083	119518	119522	119526	115996	116544	116007	116545	116010	116150	115851
3	40' - 60'	119084	119083	119517	119521	119525	115995	116542	117117	116543	117118	116149	115850
2	20' - 40'	119084	119083	119516	119520	119524	115994	115999	116546	116002	116547	116148	115849
1	0' - 20'	118954	118953	119515	119519	119523	117401	119527	117417	119528	117418	116523	115848

**NSK Section Hardware**

Item	Elevation	Leg Bolts	Diagonal Bolts	Horizontal Bolts	Redundant Diagonal Bolts	Redundant Horizontal Bolts	Upper Redundant Bolts	Lower Redundant Bolts	Section Weight (Lbs.)
4	60' - 80'	(30) 1" x 4-3/4"	(30) 1" x 2-3/4"	(12) 1" x 2-1/4"	(12) 5/8" x 2"	(12) 5/8" x 2"	(6) 5/8" x 2"	(6) 5/8" x 2-1/4"	6030
3	40' - 60'	(30) 1" x 4-3/4"	(30) 1" x 2-3/4"	(12) 1" x 2-1/4"	(12) 5/8" x 2"	(12) 5/8" x 2"	(6) 5/8" x 2"	(6) 5/8" x 2-1/4"	6280
2	20' - 40'	(30) 1" x 4-3/4"	(30) 1" x 2-3/4"	(12) 1" x 2-1/4"	(12) 5/8" x 2"	(12) 5/8" x 2"	(6) 5/8" x 2"	(6) 5/8" x 2-1/4"	6470
1	0' - 20'	0	(30) 1" x 2-3/4"	(12) 1" x 2-1/4"	(12) 5/8" x 2"	(12) 5/8" x 2"	(6) 5/8" x 2"	(6) 5/8" x 2-1/4"	6780



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TITLE:  
American Tower  
NSK 26' X 300'  
Big Branch  
Floyd Co., KY

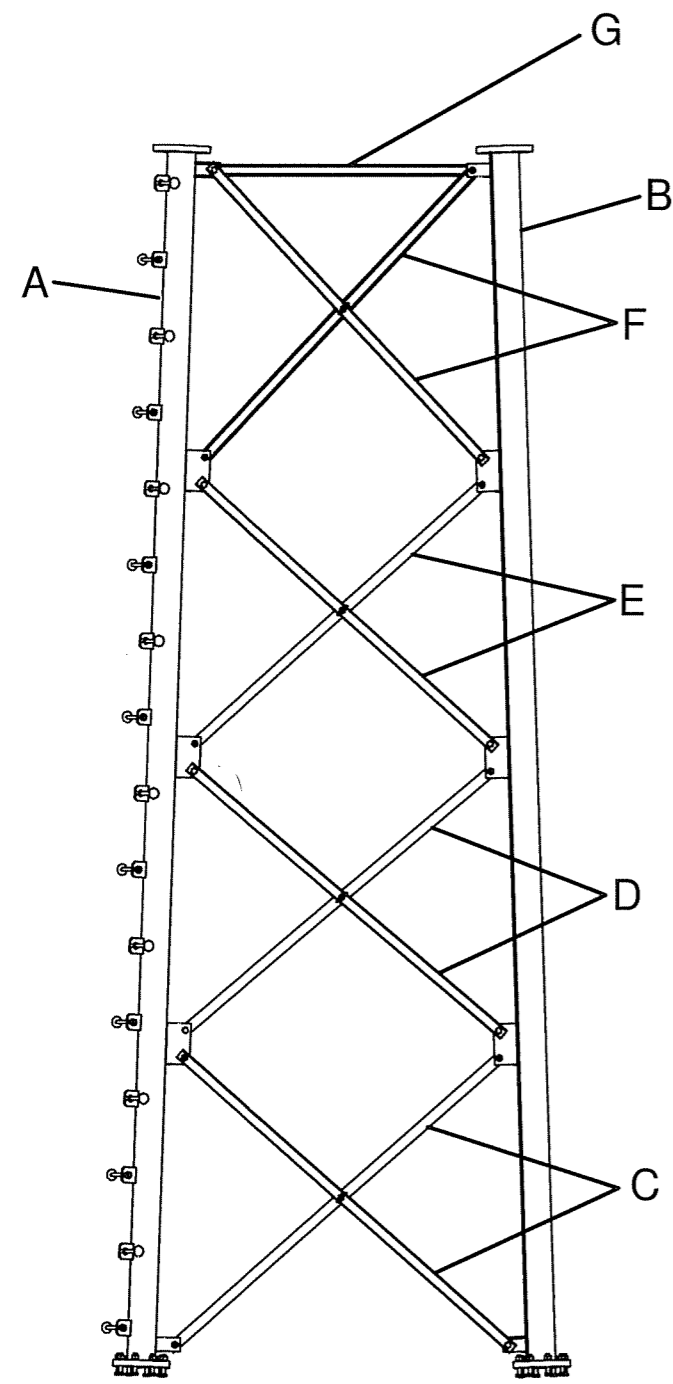


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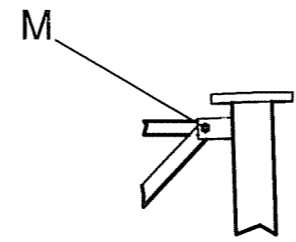
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DWG. NO: 119263  
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SHEET: 3 OF 8

- NSX Section Legend:
- A. Climbing Leg
  - B. Non-Climbing Leg
  - C. Diag., Panel 1
  - D. Diag., Panel 2
  - E. Diag., Panel 3
  - F. Diag., Panel 4
  - G. Top Girt
  - H. Spacer
  - J. Leg Bolts
  - K. Diagonal Bolts
  - L. Stitch Bolts
  - M. Top Girt Bolts

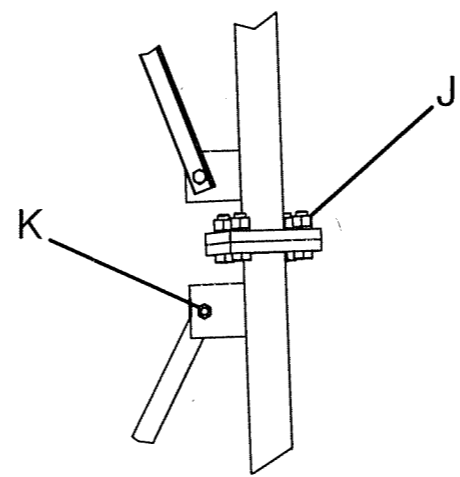


NSX-SR Section Detail



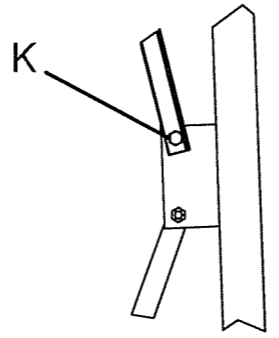
One plain nut and one lockwasher per bolt.

NSX-SR Top Connection Detail



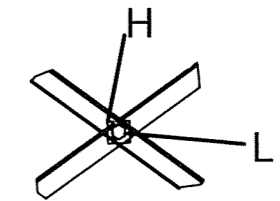
One plain nut and one lockwasher per bolt.

NSX-SR Leg Connection Detail



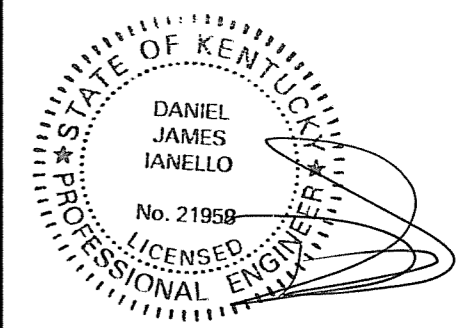
One plain nut and one lockwasher per bolt.

NSX-SR Bracing Connection Detail



One plain nut and one lockwasher per bolt.

NSX Spacer Detail



FEB 18 2009

TITLE:  
American Tower  
NSK 26' X 300'  
Big Branch  
Floyd Co., KY



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DWG NO: 119263  
SHEET: 4 OF 8

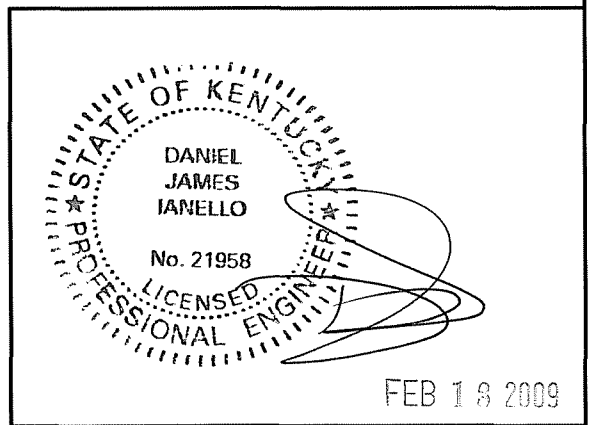



**NSX Section Part Numbers**

Item	Elevation	Climbing Leg	Non-Climbing Leg	Diagonal - Panel 1	Diagonal - Panel 2	Diagonal - Panel 3	Diagonal - Panel 4	Top Girt	Spacer
15	280' - 300'	115429	115428	117107	117107	117107	117107	117052	100161
14	260' - 280'	115425	115424	117991	117991	117991	117991		100161
13	240' - 260'	118334	118333	118548	118548	118548	118548		100161
12	220' - 240'	117744	117743	117987	117988	117989	117990		100161
11	200' - 220'	117744	117743	116529	116530	116531	116532		100161
10	180' - 200'	117744	117743	115939	115940	115941	115942		100161
9	160' - 180'	117744	117743	117103	117104	117105	117106		100161
8	140' - 160'	115402	115401	115925	115926	115927			105242
7	120' - 140'	115402	115401	115863	115864	115865			105242
6	100' - 120'	116302	116301	115430	115431	115432			105242
5	80' - 100'	116302	116301	115860	115861	115862			105242

**NSX Section Hardware**

Item	Elevation	Leg Bolts	Diagonal Bolts	Stitch Bolts	Top Girt Bolts	Section Weight (Lbs.)
15	280' - 300'	(12) 1" x 3-1/4"	(48) 5/8" x 1-3/4"	(12) 5/8" x 2"		990
14	260' - 280'	(18) 1" x 4-1/4"	(48) 5/8" x 1-3/4"	(12) 5/8" x 2"		1740
13	240' - 260'	(30) 1" x 4-3/4"	(48) 5/8" x 2"	(12) 5/8" x 2"		2650
12	220' - 240'	(30) 1" x 4-3/4"	(48) 5/8" x 1-3/4"	(12) 5/8" x 2"		3080
11	200' - 220'	(30) 1" x 4-3/4"	(48) 5/8" x 1-3/4"	(12) 5/8" x 2"		3160
10	180' - 200'	(30) 1" x 4-3/4"	(48) 5/8" x 1-3/4"	(12) 5/8" x 2"		3240
9	160' - 180'	(30) 1" x 4-3/4"	(48) 5/8" x 1-3/4"	(12) 5/8" x 2"		3330
8	140' - 160'	(30) 1" x 4-3/4"	(36) 3/4" x 2"	(9) 3/4" x 2-1/4"		3280
7	120' - 140'	(30) 1" x 4-3/4"	(36) 3/4" x 2"	(9) 3/4" x 2-1/4"		4120
6	100' - 120'	(30) 1" x 4-3/4"	(36) 3/4" x 2"	(9) 3/4" x 2-1/4"		4780
5	80' - 100'	(30) 1" x 4-3/4"	(36) 3/4" x 2"	(9) 3/4" x 2-1/4"		4910

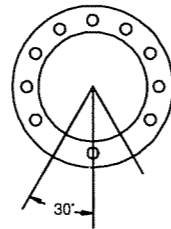


TITLE: American Tower NSK 26' X 300' Big Branch Floyd Co., KY	 <b>N E L L O</b> 211 W. Washington St., Suite 2000 South Bend, IN 46601-1705 Bus: (574)288-3632 Fax: (574)288-5860
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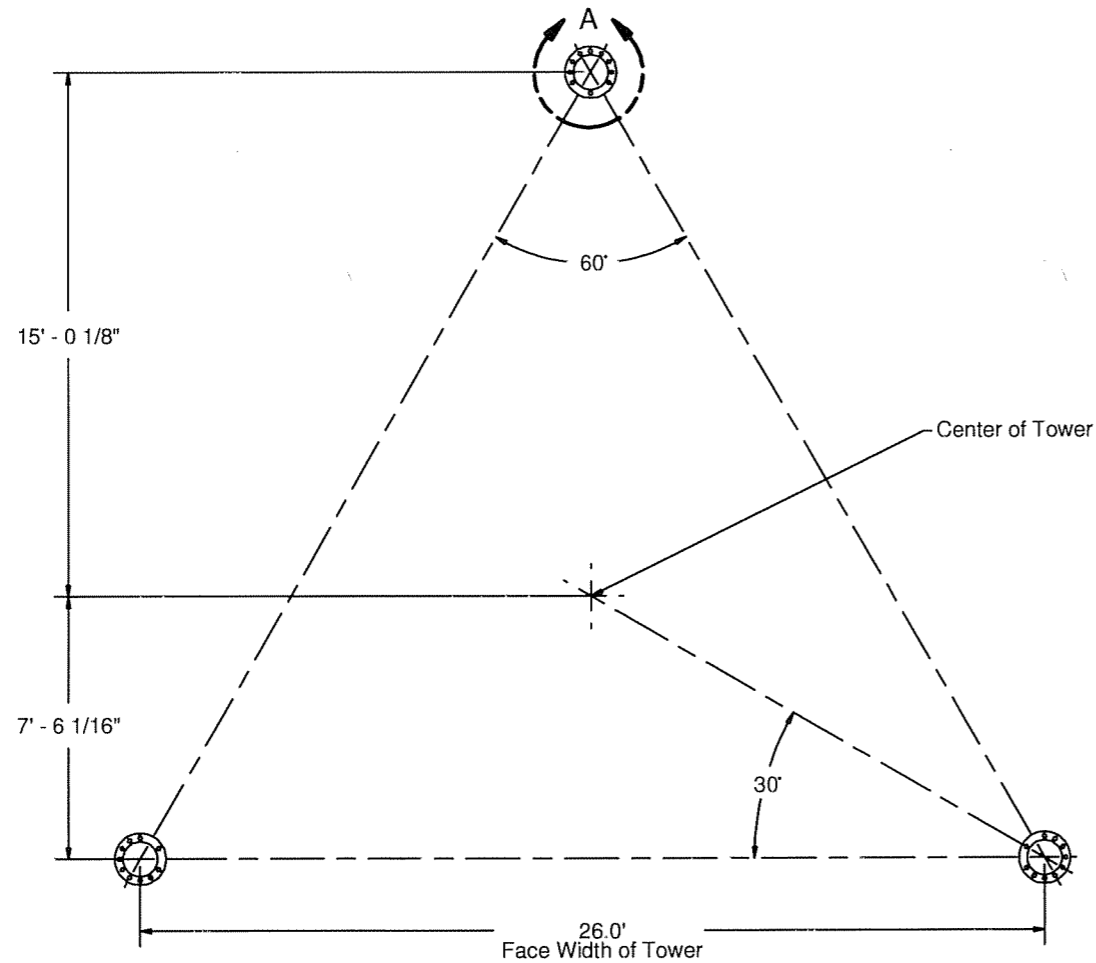
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 DWG. PROG: v2.05      SHEET: 5 OF 8

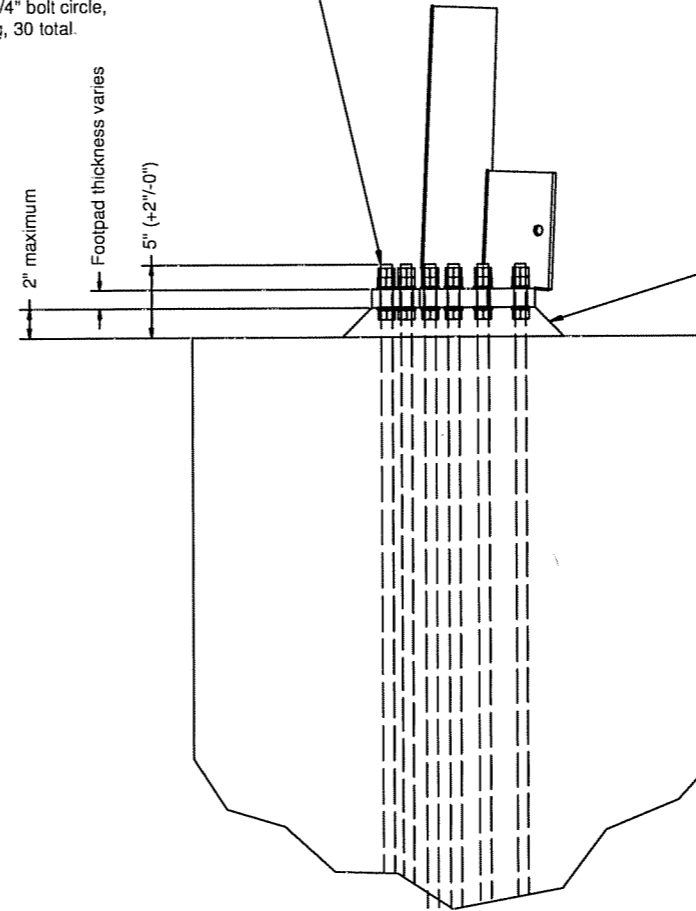
REV	BY	DATE	DESCRIPTION



**DETAIL A**  
Bolt hole must be aligned with center of tower.



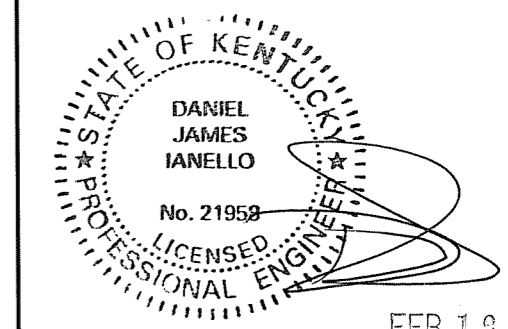
1" Diameter x 60" ASTM F1554 Grade 105 anchor bolts, P/N 102970 on a 10-3/4" bolt circle, 10 per leg, 30 total.



Drainage hole must be installed in grout for drainage.

**Note:**  
Use non-shrink, cement grout with a minimum compressive strength of 5000 psi. Mix and install according to manufacturer's recommendations.

**Notes:**  
1. All Dimensions are from Center of Bolt Circles.



**TITLE:**  
American Tower  
NSK 26' X 300'  
Big Branch  
Floyd Co., KY

**NELLO**  
211 W. Washington St., Suite 2000  
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Bus: (574)288-3632  
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REV	BY	DATE	DESCRIPTION

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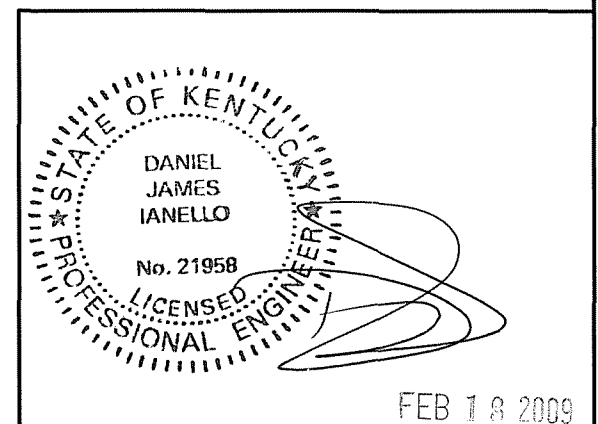
DWG NO: 119263  
SHEET: 6 OF 8

**Antenna Loading**

Height	Qty.	Description
300'	1	Beacon (12" x 36")
300'	1	115 sq. ft.
290'	1	115 sq. ft.
280'	1	115 sq. ft.
270'	1	115 sq. ft.

**Feedline Loading**

Height	Qty.	Description
0' - 300'	1	1" Conduit
270' - 300'	12	LDF7-50A (1-5/8 FOAM)
0' - 290'	12	LDF7-50A (1-5/8 FOAM)
0' - 280'	12	LDF7-50A (1-5/8 FOAM)
0' - 270'	24	LDF7-50A (1-5/8 FOAM)



**TITLE:**  
 American Tower  
 NSK 26' X 300'  
 Big Branch  
 Floyd Co., KY



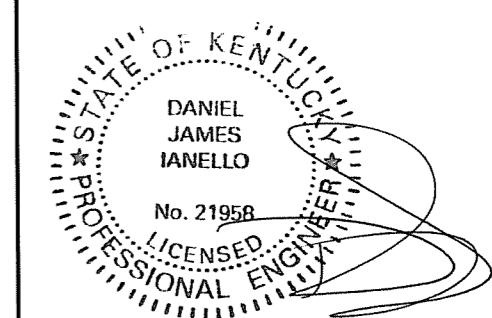
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ORIG. DATE: 2/18/2009    DWG NO: 119263  
 DWG. PROG: v2.05    SHEET: 7 OF 8

REV	BY	DATE	DESCRIPTION

**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:
  - 75 mph fastest-mile basic wind speed with no ice
  - 75 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 7.
4. 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.
5. Field connections shall be bolted. No field welds shall be allowed unless otherwise noted.
6. 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.
7. Structural steel and connection bolts shall be galvanized after fabrication in accordance with TIA/EIA-222-F.
8. 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."
9. Tower shall be marked and lighted in conformance with local building codes, FAA regulations, and TIA/EIA-222-F.
10. Tower shall be grounded in conformance with local building codes and TIA/EIA-222-F.
11. Allowable tolerance on as-built tower steel height is plus 1% or minus 1/2%.
12. Maintenance and inspection shall be performed over the life of the structure in accordance with TIA/EIA-222-F.
13. Material specifications:
  - Self Supporting Solid Legs - ASTM A572 Grade 60
  - Angle Bracing - ASTM A36 (Min)
  - Leg Footpads - ASTM A572 Grade 50
  - Leg Side Plates - ASTM A36 (Min)
14. Remove anchor bolt template before erecting tower. Place non-shrink grout under base section footpads after leveling tower.
15. Nello Corporation has specifically designed waveguide ladders that are sheltered by the waveguide. Therefore, wind area due to waveguide ladders is not included in the analysis.
16. Foundation design is by others.
17. 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.



FEB 18 2009

**TITLE:**  
 American Tower  
 NSK 26' X 300'  
 Big Branch  
 Floyd Co., KY

**N E L L O**  
 211 W. Washington St.,  
 Suite 2000  
 South Bend, IN 46601-1705  
 Bus: (574)288-3632  
 Fax: (574)288-5860

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 DWG. PROG: v2.05    SHEET: 8 OF 8

REV	BY	DATE	DESCRIPTION

## Exhibit E

January 20, 2009

Nsoro MasTec, LLC  
10830 Penion Drive  
Louisville, Kentucky 40299

Attention: Greg Taylor

**Re: Geotechnical Engineering Report  
Proposed 300' Self Supporting Tower  
Site Name: Big Branch  
Site Number: 474G0111  
Prestonsburg, Floyd County, Kentucky  
Terracon Project No. 57087378**

**Terracon**  
Consulting Engineers & Scientists

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

Dear Mr. Taylor:

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

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

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

Sincerely,  
**Terracon**

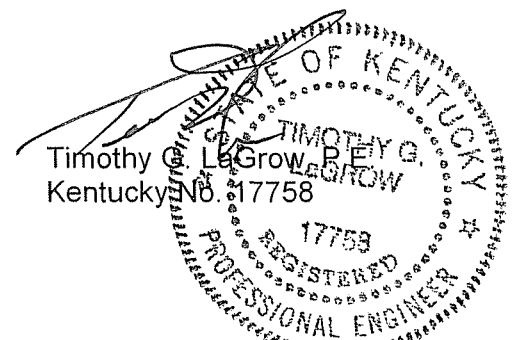


Shaikh Z. Rahman, EIT.  
Project Engineer

n:\Projects\2008\57087378\G57087378.doc

Attachments: Geotechnical Engineering Report

Copies: Roy Johnson, Medley's Project Management, 3605 Mattingly Road, Buckner, Kentucky 40010 (4 hard copies, 1 pdf)



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# GEOTECHNICAL ENGINEERING REPORT

PROPOSED BIG BRANCH TOWER  
114 RISING SON LANE  
PRESTONSBURG, FLOYD COUNTY, KENTUCKY

TERRACON PROJECT NO. 57087378  
January 20, 2009

## 1.0 INTRODUCTION

The purpose of this report is to describe the subsurface conditions encountered in the boring, analyze and evaluate the test data, and provide recommendations regarding the design and construction of foundations and earthwork for the proposed tower. One boring extending to a depth of about 26 feet below the existing ground surface was drilled at the site. An individual boring log and a boring location plan are included with this report.

## 2.0 PROJECT DESCRIPTION

Terracon understands the proposed project will consist of the construction of a 300-foot self supporting tower. Exact tower loads are not available, but based on our past experience are anticipated to be as follows:

Vertical Load:	825 kips
Horizontal Shear:	100 kips
Uplift:	650 kips

A small, lightly loaded equipment building will also be constructed. Wall and floor loads for this building are not anticipated to exceed 1 kip per linear foot and 100 pounds per square foot, respectively. The site consists of a 10,001 square foot (sq ft) primary tract and a 5,573 sq ft additional tract for a combined total of 15,574 sq ft. At the time of the site visit, the undeveloped property was moderate sloping and wooded. Site clearing was required for drill rig access. Existing grades within the roughly 100-foot by 150-foot tower leasehold area reportedly vary between about El. 1025 to El. 1081. Based on existing topography, and assuming the entire site will not be graded, we anticipate about 5 feet of cut and fill to level the site for tower construction.

## 3.0 EXPLORATION PROCEDURES

### 3.1 Field Exploration

The subsurface exploration consisted of drilling and sampling one boring at the site to a depth of about 26 feet below existing grade. The boring was advanced at the center of the tower as staked by the project surveyor. The surface elevation shown on the boring log was obtained from the site plan prepared by BTM Engineering, Inc. The location and elevation of



the boring should be considered accurate only to the degree implied by the means and methods used to define them.

The boring was drilled with a truck-mounted rotary drill rig initially using hollow stem augers to advance the borehole. Due to shallow auger refusal at about 2 feet, only one sample was obtained by the split-barrel sampling procedure. Upon refusal the boring was extended into the refusal materials using a diamond bit attached to the outer barrel of a double core barrel. The inner barrel collected the cored material as the outer barrel was rotated at high speeds to cut the rock. The barrel was retrieved to the surface upon completion of each drill run. Once the core samples were retrieved, they were placed in a box and logged. The rock was later classified by an engineer and the "percent recovery" and rock quality designation (RQD) were determined.

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

**Table 1 – Rock Quality Designation (RQD)**

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

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

### **3.2 Laboratory Testing**

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

Representative samples of rock core were tested for unconfined compressive strength and density. Results of these tests are provided on the boring log at the appropriate horizon.

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

#### **4.0 EXPLORATORY FINDINGS**

##### **4.1 Subsurface Conditions**

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

The boring encountered highly weathered sandstone extending to auger refusal at about 2 feet below grade. Rock coring techniques were employed to sample the refusal materials. The core sample consisted of very thin to thin bedded sandstone with varying degrees of weathering. The bedrock at the site appears to be relatively continuous as evidenced by core recoveries in the range of 91 to 97 percent. Bedrock quality to a depth of about 16 feet below grade is considered poor as defined by RQD values of 40 and 46 percent. Below 16 feet, the bedrock quality is rated as fair based on an RQD value of 67 percent. Coring operations were terminated at a depth of approximately 26 feet below grade.

##### **4.2 Site Geology**

A review of the Geologic Map of the Prestonsburg Quadrangle, Kentucky published by the United States Geological Survey (1967), indicates that the site is underlain by the Breathitt formation. This formation consists of sandstone, siltstone and coal.

##### **4.3 Groundwater Conditions**

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

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

## 5.0 ENGINEERING RECOMMENDATIONS

Based on the encountered subsurface conditions, the tower can be constructed on drilled piers or on a mat foundation. The lightly loaded equipment building can be supported on shallow spread footings. Drilled pier and shallow foundation recommendations are presented in the following paragraphs.

### 5.1 Tower Foundation

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

**Table 2 - Drilled Pier Foundation Design Parameters**

Depth * (feet)	Description **	Allowable Skin Friction (psf)	Allowable End Bearing Pressure (psf)	Allowable Passive Pressure (psf)	Internal Angle of Friction (Degree)	Cohesion (psf)	Lateral Subgrade Modulus (pci)	Strain, &sub50 (in/in)
0 - 2	Topsoil and Weathered Sandstone	Ignore	Ignore	Ignore	-	-	Ignore	Ignore
2 - 16	Weathered Sandstone	1,500***	10,000	3,000***	0	30,000***	2,400	0.0001
16 - 26	Sandstone	2,500	20,000	5,000	0	50,000	3,000	0.00001

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

\*\* A total unit weight of 150 pcf can be estimated for the sandstone.

\*\*\* The pier should be embedded a minimum of 3 feet into sandstone to mobilize these higher rock strength parameters. Furthermore, it is assumed the rock socket will be extended using coring techniques rather than blasting/shooting.

The above indicated cohesion, friction angle, lateral subgrade modulus and strain values have no factors of safety, and the allowable skin friction and the passive resistances have factors of safety of 2. The cohesion, internal friction angle, lateral subgrade modulus and strain values given in the above table are based on the boring, published correlation values and Terracon's past experience with similar soil/rock types. These values should, therefore, be considered approximate. To mobilize the higher rock strength parameters, the pier should be socketed at least 3 feet into sandstone. Furthermore, it is assumed that the rock socket is developed using coring rather than blasting techniques. The allowable end bearing pressure provided in the

table has an approximate factor of safety of at least 3. Total settlement of drilled piers designed using the above parameters is not anticipated to exceed ½ inch.

The upper 2 feet of topsoil and weathered sandstone should be ignored due to the potential affects of frost action and construction disturbance. To avoid a reduction in uplift and lateral resistance caused by variable bedrock depths and bedrock quality, it is recommended that a minimum pier length and minimum rock socket length be stated on the design drawings. Auger refusal on relatively continuous bedrock was encountered in our boring below a depth of about 2 feet, but could vary between tower legs, if the tower is moved from the location of our boring or if significant grade changes occur at the site. Considering the site geology, variable rock depths should be anticipated if the tower location is moved from the location of the boring. If the tower center is moved from the planned location, Terracon should be notified to review the recommendations and determine whether an additional boring is required. To facilitate pier length adjustments that may be necessary because of variable rock conditions, it is recommended that a Terracon representative observe the drilled pier excavations.

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

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

**Mat Foundation Alternative:** The mat foundation can be designed using the following weathered bedrock/engineered fill parameters. These parameters are based on the findings of the boring, a review of published correlation values and Terracon's experience with similar soil conditions. These design parameters also assume that the base of the mat foundation will rest on intact or weathered bedrock or well-graded crushed stone over bedrock that is compacted and tested on a full time basis. The moderately sloping site and relatively shallow overburden may result in slight excavation difficulties to achieve a level bearing pad. These difficulties could include bedrock excavation.

### Mat Foundation Design Parameters

Depth (feet)	Description	Allowable Contact Bearing Pressure (psf)	Allowable Passive Pressure (psf)	Coefficient of Friction, $\tan \delta$	Vertical Modulus of Subgrade Reaction (pci)
0 - 2	Topsoil and Weathered Sandstone	Ignore	Ignore	-	
$\geq 2$	Weathered Sandstone	5,000	Ignore	0.5	150

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

#### 5.2 Equipment Building Foundations

The proposed equipment shed may be supported on shallow footings bearing on weathered sandstone. The equipment building foundations should be dimensioned using a net allowable soil bearing pressure of 2,500 pounds per square foot (psf). In using net allowable soil pressures for footing dimensioning, the weight of the footings and backfill over the footings need not be considered. Furthermore, the footings should be at least 12 inches wide and a minimum of 2.0 feet square.

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

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

#### 5.3 Parking and Drive Areas

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

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

#### **5.4 Site Preparation**

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

Any fill and backfill placed on the site should consist of approved materials that are free of organic matter and debris. Suitable fill materials should consist of well graded crushed stone below the tower foundation and well graded crushed stone or low plasticity cohesive soil elsewhere. Low-plasticity cohesive soil should have a liquid limit of less than 45 percent and a plasticity index of less than 25 percent. The on-site weathered sandstone is suitable for reuse if it is broken to a maximum 4-inch particle size. It is recommended that during construction on-site soils be further tested and evaluated prior to use as fill. Fill should not contain frozen material and it should not be placed on a frozen subgrade.

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

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

#### **6.0 GENERAL COMMENTS**

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

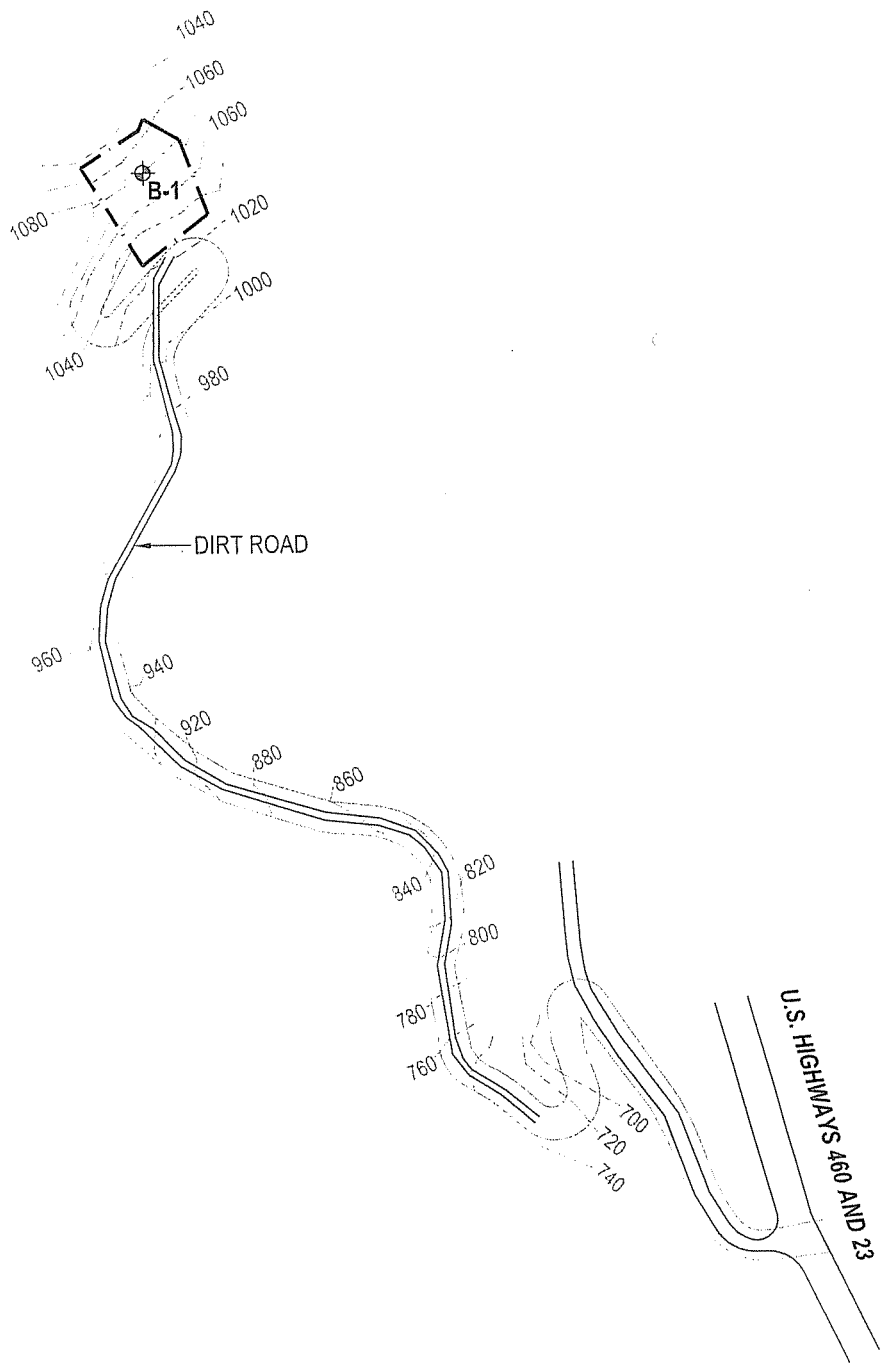
The analysis and recommendations presented in this report are based upon the data obtained from the boring performed at the indicated location and from other information discussed in this report. This report does not reflect variations that may occur across the site, or due to the modifying effects of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

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

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

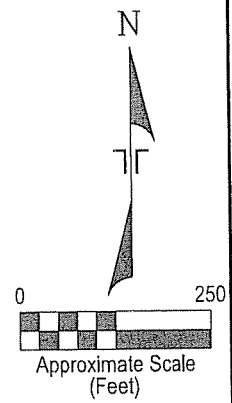
# APPENDIX





**LEGEND**

- - - - - SUBJECT SITE
- ⊕ APPROXIMATE BORING LOCATION



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

Project Mngr:	SZR	Project No.	57087378
Drawn By:	TLY	Scale:	AS SHOWN
Checked By:	SZR/MRF	File No.	GEO57087378-1
Approved By:	EH	Date:	JAN 2009

**Terracon**  
Consulting Engineers and Scientists

4545 Bishop Lane, Suite 101      Louisville, KY 40218  
(502) 456-1256                              (502) 456-1278

**BORING LOCATION DIAGRAM**  
GEOTECHNICAL ENGINEERING REPORT  
BIG BRANCH SITE  
114 RISING SON LANE  
PRESTONSBURG, FLOYD COUNTY, KY

FIG. No.  
  
**1**

# LOG OF BORING NO. B-1

CLIENT **Nsoro MasTec, LLC**

SITE **114 Rising Son Lane  
Prestonsburg, Kentucky** PROJECT **300' Self Supporting Tower  
Big Branch Site**

GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS			ATTERBERG LIMITS
				NUMBER	TYPE	RECOVERY, in.	SPT - N** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf	
	Approx. Surface Elev.: 1081 ft										
2	<b>SANDSTONE</b> , highly weathered, brown, poorly cemented, very thin bedded	1079		1	SS	13	24-50/1"				
	auger refusal at 2 feet			R-1	DB	91%	RQD 46%		150	1110 psi	
	<b>SANDSTONE</b> , moderate to highly weathered, brown to tan, poorly cemented to cemented, very thin to thin bedded		5								
			10								
			15								
			20								
			25								
26	Coring terminated at 26 feet	1055									

BOREHOLE 99 57087378 BORING LOGS.GPJ TERRACON.GDT 1/19/09

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

\*Calibrated Hand Penetrometer  
\*\*CME 140H SPT automatic hammer

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



BORING STARTED		1-14-09	
BORING COMPLETED		1-14-09	
RIG	CME 55	FOREMAN	RC
APPROVED	BNK	JOB #	57087378

## GENERAL NOTES

### DRILLING & SAMPLING SYMBOLS:

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

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

### WATER LEVEL MEASUREMENT SYMBOLS:

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

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

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

#### CONSISTENCY OF FINE-GRAINED SOILS

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

#### RELATIVE DENSITY OF COARSE-GRAINED SOILS

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

#### RELATIVE PROPORTIONS OF SAND AND GRAVEL

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

#### GRAIN SIZE TERMINOLOGY

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

#### RELATIVE PROPORTIONS OF FINES

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

#### PLASTICITY DESCRIPTION

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

# GENERAL NOTES

## Sedimentary Rock Classification

### DESCRIPTIVE ROCK CLASSIFICATION:

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

LIMESTONE	Light to dark colored, crystalline to fine-grained texture, composed of CaCO <sub>3</sub> , reacts readily with HCl.
DOLOMITE	Light to dark colored, crystalline to fine-grained texture, composed of CaMg(CO <sub>3</sub> ) <sub>2</sub> , harder than limestone, reacts with HCl when powdered.
CHERT	Light to dark colored, very fine-grained texture, composed of micro-crystalline quartz (SiO <sub>2</sub> ), brittle, breaks into angular fragments, will scratch glass.
SHALE	Very fine-grained texture, composed of consolidated silt or clay, bedded in thin layers. The unlaminated equivalent is frequently referred to as siltstone, claystone or mudstone.
SANDSTONE	Usually light colored, coarse to fine texture, composed of cemented sand size grains of quartz, feldspar, etc. Cement usually is silica but may be such minerals as calcite, iron-oxide, or some other carbonate.
CONGLOMERATE	Rounded rock fragments of variable mineralogy varying in size from near sand to boulder size but usually pebble to cobble size (1/2 inch to 6 inches). Cemented together with various cementing agents. Breccia is similar but composed of angular, fractured rock particles cemented together.

### PHYSICAL PROPERTIES:

#### DEGREE OF WEATHERING

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

#### HARDNESS AND DEGREE OF CEMENTATION

##### Limestone and Dolomite:

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

##### Shale, Siltstone and Claystone

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

##### Sandstone and Conglomerate

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

#### BEDDING AND JOINT CHARACTERISTICS

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

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

#### SOLUTION AND VOID CONDITIONS

Solid	Contains no voids.
Vuggy (Pitted)	Rock having small solution pits or cavities up to 1/2 inch diameter, frequently with a mineral lining.
Porous	Containing numerous voids, pores, or other openings, which may or may not interconnect.
Cavernous	Containing cavities or caverns, sometimes quite large.



# UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests<sup>A</sup>

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

<sup>A</sup>Based on the material passing the 3-in. (75-mm) sieve

<sup>B</sup>If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

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

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

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

<sup>F</sup>If soil contains  $\geq 15\%$  sand, add "with sand" to group name.

<sup>G</sup>If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

<sup>H</sup>If fines are organic, add "with organic fines" to group name.

<sup>I</sup>If soil contains  $\geq 15\%$  gravel, add "with gravel" to group name.

<sup>J</sup>If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

<sup>K</sup>If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

<sup>L</sup>If soil contains  $\geq 30\%$  plus No. 200 predominantly sand, add "sandy" to group name.

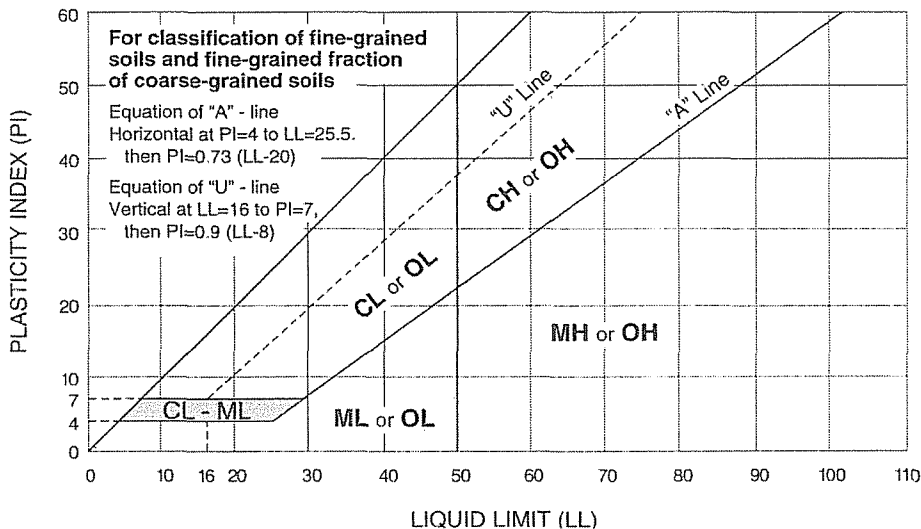
<sup>M</sup>If soil contains  $\geq 30\%$  plus No. 200, predominantly gravel, add "gravelly" to group name.

<sup>N</sup> $PI \geq 4$  and plots on or above "A" line.

<sup>O</sup> $PI < 4$  or plots below "A" line.

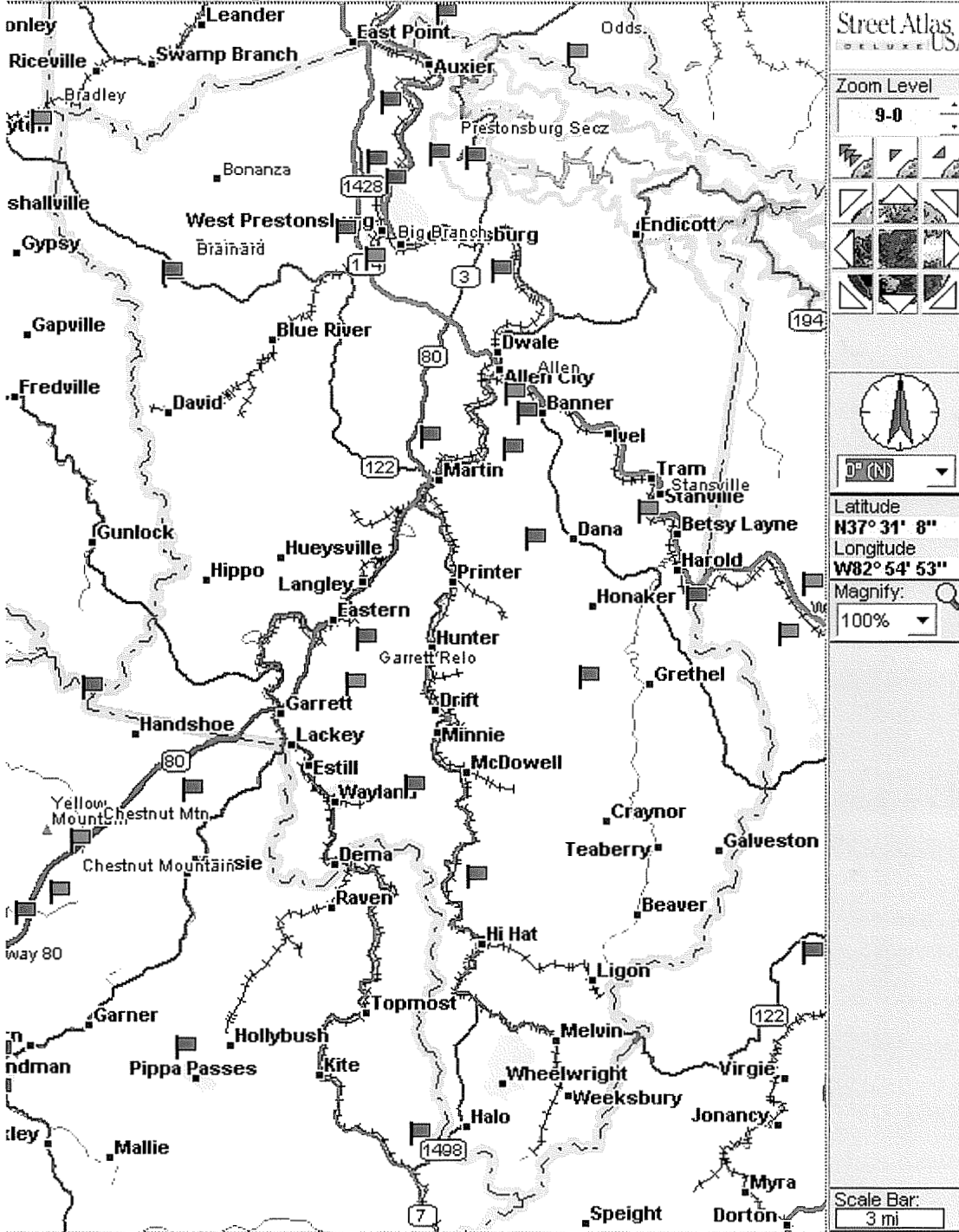
<sup>P</sup> $PI$  plots on or above "A" line.

<sup>Q</sup> $PI$  plots below "A" line.



## Exhibit F

# Big Branch Grid Map



Red Flags indicate AT&T existing and proposed locations.  
Blue Flags indicate non-AT&T existing towers.

Competing Utilities, Corporations or Persons

American Tower

Crown Communication

SBA Towers

Verizon

Sprint / Nextel

T-Mobile

Bluegrass Cellular



## Exhibit G



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

Aeronautical Study No.  
2008-ASO-6686-OE

Issued Date: 12/23/2008

AT&T MOBILITY  
MUAYYAD MUSTAFA (MC)  
5601 Legacy Drive, MS: A-3  
Plano, TX 75024

**\*\* 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 KNKN861-#474G0111-Big Branch  
Location: Prestonburg, KY  
Latitude: 37-39-18.04N NAD 83  
Longitude: 82-47-17.11W  
Heights: 310 feet above ground level (AGL)  
1391 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, a med-dual system - Chapters 4,8(M-Dual),&12.

It is required that 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)

While the structure does not constitute a hazard to air navigation, it would be located within or near a military training area and/or route.

This determination expires on 06/23/2010 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 (718) 553-4542. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2008-ASO-6686-OE.

**Signature Control No: 609654-105180426**  
Katie Venticinque  
Technician

(DNE)

Attachment(s)  
Frequency Data

**Frequency Data for ASN 2008-ASO-6686-OE**

<b>LOW FREQUENCY</b>	<b>HIGH FREQUENCY</b>	<b>FREQUENCY UNIT</b>	<b>ERP</b>	<b>ERP UNIT</b>
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

Kentucky Transportation Cabinet, Kentucky Airport Zoning Commission, 200 Mero Street, Frankfort, KY 40622 <b>APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE</b> INSTRUCTIONS INCLUDED	Kentucky Aeronautical Study Number
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1. APPLICANT -- Name, Address, Telephone, Fax, etc. Lisa Glass 5310 Maryland Way Nashville, TN 37027 615-221-3583 Phone 615-221-3626 Fax	9. Latitude: <u>37</u> ° <u>39</u> ' <u>18</u> " <u>04</u> " 10. Longitude: <u>082</u> ° <u>47</u> ' <u>17</u> " <u>11</u> " 11. Datum: <input checked="" type="checkbox"/> NAD83 <input type="checkbox"/> NAD27 <input type="checkbox"/> Other 12. Nearest Kentucky City: <u>Prestonsburg</u> County <u>Floyd</u> 13. Nearest Kentucky public use or Military airport: <u>Big Sandy Regional Airport</u> 14. Distance from #13 to Structure: <u>15.51 NM</u> 15. Direction from #13 to Structure: <u>Northwest</u> 16. Site Elevation (AMSL): <u>1,081.00</u> Feet 17. Total Structure Height (AGL): <u>310.00</u> Feet 18. Overall Height (#16 + #17) (AMSL): <u>1,391.00</u> Feet 19. Previous FAA and/or Kentucky Aeronautical Study Number(s): <u>N/A</u> 20. Description of Location: (Attach USGS 7.5 minute Quadrangle Map or an Airport layout Drawing with the precise site marked and any certified survey) <u>See attached USGS Quad map and 1A survey</u>
2. Representative of Applicant -- Name, Address, Telephone, Fax Thomas Powell 2500 Cumberland Parkway Suite 100 Atlanta, GA 30339 404-345-9749 Phone	
3. Application for: <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Alteration <input type="checkbox"/> Existing 4. Duration: <input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Temporary (Months _____ Days _____) 5. Work Schedule: Start _____ End _____ 6. Type: <input checked="" type="checkbox"/> Antenna Tower <input type="checkbox"/> Crane <input type="checkbox"/> Building <input type="checkbox"/> Power Line <input type="checkbox"/> Landfill <input type="checkbox"/> Water Tank <input type="checkbox"/> Other _____ 7. Marking/Painting and/or Lighting Preferred: <input type="checkbox"/> Red Lights and Paint <input checked="" type="checkbox"/> Dual - Red & Medium Intensity White <input type="checkbox"/> White - Medium Intensity <input type="checkbox"/> Dual - Red & High Intensity White <input type="checkbox"/> White - High Intensity <input type="checkbox"/> Other _____ 8. FAA Aeronautical Study Number: _____	

21. Description of Proposal:

AT&T Wireless proposes to build a telecommunications tower

Site Name: Big Branch

22. Has a "NOTICE OF CONSTRUCTION OR ALTERATION" (FAA Form 7460-1) been filed with the Federal Aviation Administration?

No  Yes, When Concurrent

**CERTIFICATION:** I hereby certify that all the above statements made by me are true, complete and correct to the best of my knowledge and belief.

Thomas Powell, Project Manager 12-11-08

Printed Name and Title Signature Date

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

**Commission Action:**  Chairman, KAZC  Administrator, KAZC

Approved  Disapproved \_\_\_\_\_ Date \_\_\_\_\_

Exhibit H

ULS License

**Cellular License - KNKN861 - NEW CINGULAR WIRELESS PCS, LLC**

**PA** This license has pending applications: 0003701252

Call Sign	KNKN861	Radio Service	CL - Cellular
Status	Active	Auth Type	Regular

**Market**

Market	CMA451 - Kentucky 9 - Elliott	Channel Block	A
Submarket	0	Phase	2

**Dates**

Grant	08/21/2001	Expiration	10/01/2011
Effective	02/08/2007	Cancellation	

**Five Year Buildout Date**

02/04/1997

**Control Points**

- 1** 1650 Lyndon Farms Court, LOUISVILLE, KY  
P: (502)329-4700
- 2** 707 CONCORD ROAD, KNOXVILLE, TN

**Licensee**

FRN	0003291192	Type	Limited Liability Company
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**Licensee**

NEW CINGULAR WIRELESS PCS, LLC 5601 LEGACY DRIVE, MS: A-3 PLANO, TX 75024 ATTN KELLYE E. ABERNATHY	P:(469)229-7422 F:(469)229-7297 E:KELLYE.E.ABERNATHY@CINGULAR.COM
---	---

**Contact**

AT&T MOBILITY LLC DAVID C JATLOW 11760 US HIGHWAY 1 NORTH PALM BEACH, FL 33408	P:(202)255-1679 F:(561)279-2097 E:DAVID.JATLOW@CINGULAR.COM
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**Ownership and Qualifications**

Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

**Alien Ownership**

The Applicant answered "No" to each of the Alien Ownership questions.

**Basic Qualifications**

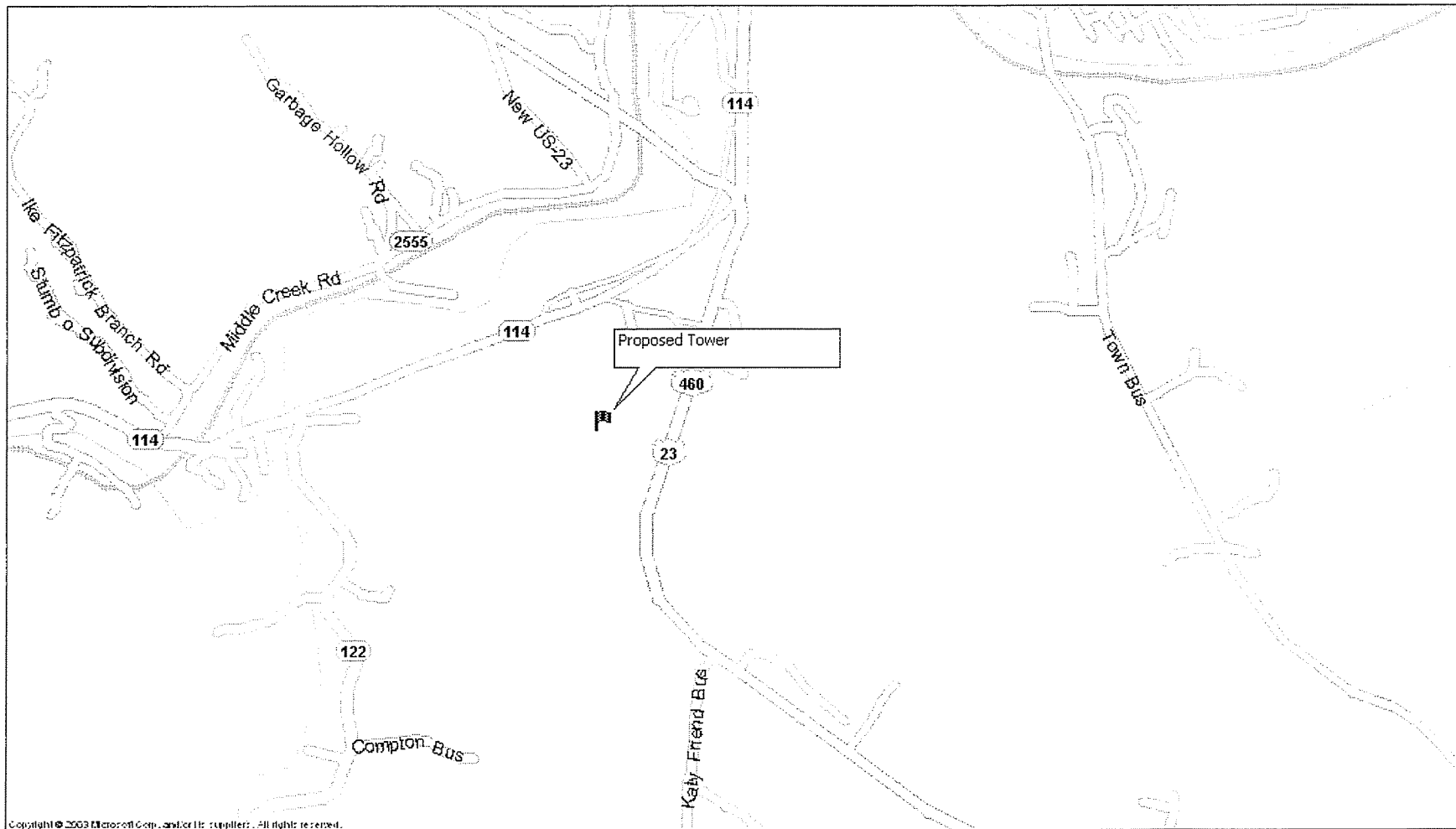
The Applicant answered "No" to each of the Basic Qualification questions.

**Demographics**

Race		
Ethnicity		Gender

# Exhibit I





Directions to Site: From Prestonsburg at the intersection of State Route 114 and State Route 1428 (Lake Drive), proceed Southwest on State Route 114 approximately 1.0 miles to the junction of U.S. 23/460 and proceed on U.S. 23/460 for approximately .50 miles to access road on right (Rising Son Lane) and follow road to site.

Prepared by: Briggs Law Office, PSC (502) 254-9756

Market: BTA 474  
Cell Site Number: 474G0111  
Cell Site Name: Big Branch, KY  
Fixed Asset Number: 10078651

**OPTION AND LEASE AGREEMENT**

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Edward Ousley and Peggy Ousley his wife, owners, having a mailing address of 1720 KY RT 404, Prestonsburg, KY 41653 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

**BACKGROUND**

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at Highway 144 West, Prestonsburg, in the County of Floyd, State of Kentucky, 41653 (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **OPTION TO LEASE.**

(a) Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the Property containing approximately 5,000 square feet including the air space above such ground space as described on attached **Exhibit 1**, (collectively, the "**Premises**").

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

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

(d) The Option may be sold, assigned or transferred at any time by Tenant to Tenant's parent company or member if Tenant is a limited liability company or any affiliate or subsidiary of, or partner in,

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

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

(f) If during the Initial Option Term or any extension thereof, or during the term of this Agreement if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**," which includes (without limitation) the remainder of the structure) or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Any sale of the Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Initial Option Term or any extension thereof, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described on **Exhibit 1** as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("**Tenant Changes**"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

3. **TERM.**

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

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

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

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

#### 4. RENT.

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

(b) Each year the monthly Rent will increase by [REDACTED] over the Rent paid during the previous Year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

#### 5. APPROVALS.

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

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

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

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

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

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

(c) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(d) by Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b), 6(a), 6(b), 6(c), 8, 11(d), 18, 19 or 23(j) of this Agreement.

#### 7. INSURANCE.

Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of Two Million Five Hundred Thousand Dollars \$2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property.

§

#### 8. INTERFERENCE.

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

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

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

#### 9. INDEMNIFICATION.

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

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

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

#### **10. WARRANTIES.**

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

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

#### **11. ENVIRONMENTAL.**

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

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

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

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

12. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to the Property using the access provided by the Rising Sun Ministries Lease, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises.

(b) Tenant shall maintain and repair Tenant's access road to the Communication Facility in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense.

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

14. **MAINTENANCE/UTILITIES.**

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

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises.

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

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

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

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

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

New Cingular Wireless PCS, LLC

Attn: AT&T Network Real Estate Administration

Re: Cell Site # 474G0111; Cell Site Name: Big Branch, KY

Fixed Asset No: 10078651

12555 Cingular Way

Alpharetta, GA 30004

With a required copy of the notice sent to either of the addresses above to AT&T legal:

New Cingular Wireless PCS, LLC

Attn.: AT&T Legal Department

Re: Cell Site # 474G0111; Cell Site Name: Big Branch, KY

Fixed Asset No: 10078651

5565 Glenridge Connector NE, Ste 1700

Atlanta, GA 30342-4798

If to Landlord: Edward Ousley  
1720 KY RT 404  
Prestonsburg, KY 41653

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

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord will send the below documents (in section 17(b)(i) to Tenant. In the event Tenant does not receive such appropriate documents, Tenant shall not be responsible for any failure to pay the current landlord

- (i)
  - a. Old deed to Property
  - b. New deed to Property
  - c. Bill of Sale or Transfer
  - d. Copy of current Tax Bill
  - e. New W-9
  - f. New Payment Direction Form
  - g. Full contact information for new Landlord including all phone numbers

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If



a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

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

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

21. **TAXES.** Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, but in no event later than thirty (30) days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for all increases in taxes for the year covered by the assessment. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

22. **SALE OF PROPERTY/RIGHT OF FIRST REFUSAL.**

(a) If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide or rezone any of the Premises, all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and Tenant's rights hereunder. Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be

prohibited from the selling, leasing or use of any of the Property or the Surrounding Property for non-wireless communication use. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. The provisions of this Paragraph 22 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above.

(b) If at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("**Purchase Offer**"), Landlord shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects. Tenant shall have the right within thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract substantially similar to the Purchase Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may assign the rental stream pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Subparagraph 22(B), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Landlord shall re-offer to Tenant, pursuant to the procedure set forth in this subparagraph 22(b), the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of, Landlord and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Agreement.

### 23. MISCELLANEOUS.

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

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

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

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

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

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

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

(h) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

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

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

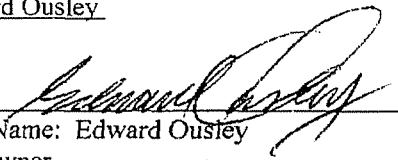
(k) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. It being understood that all parties need not sign the same counterpart.

[SIGNATURES APPEAR ON THE NEXT PAGE]

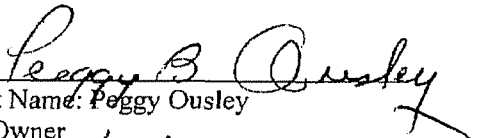
IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

Edward Ousley


By:   
Print Name: Edward Ousley  
Its: Owner  
Date: 11-8-08

Peggy Ousley

By:   
Print Name: Peggy Ousley  
Its: Owner  
Date: 11/8/08

"TENANT"

New Cingular Wireless PCS, LLC  
A Delaware limited liability corporation  
By: AT&T Mobility Corporation  
Its: Manager

By:   
Name: William Plantz  
Title: Executive Director  
Date: 12/11/08

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

Before me, a Notary Public in and for the State and County aforementioned, personally appeared William Plantz, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Executive Director - Network of New Cingular Wireless PCS, LLC, the within named bargainor, a Delaware limited liability company, and that such person as such Executive Director, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited liability company as New Cingular Wireless PCS, LLC, a Delaware limited liability company.

Witness my hand and seal, at office in BRENTWOOD TN this the 11<sup>TH</sup> day of DECEMBER, 2008.

Erica L. Clanton  
Name: ERICA L. CLANTON  
Notary Public

My Commission Expires: MAY 8, 2012

[NOTARIAL SEAL]



FOR INDIVIDUAL:

STATE OF KENTUCKY  
COUNTY OF FLOYD

On this 8<sup>th</sup> day of November, 2008, before me personally appeared Edward Ousley and Peggy Ousley, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that such person executed the same as such person's free act and deed.

Witness my hand and seal, at office in Floyd County, this the 8<sup>th</sup> day of November, 2008.

Robert H. Cramer  
Name: Robert H. Cramer  
Notary Public

My Commission Expires: 1-15-2010

[NOTARIAL SEAL]

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page 1 of 2

to the Agreement dated DECEMBER 11, 2008, by and between Edward Ousley, Owner, as Landlord, and New Cingular Wireless, PSC, LLC, a Delaware corporation, as Tenant.

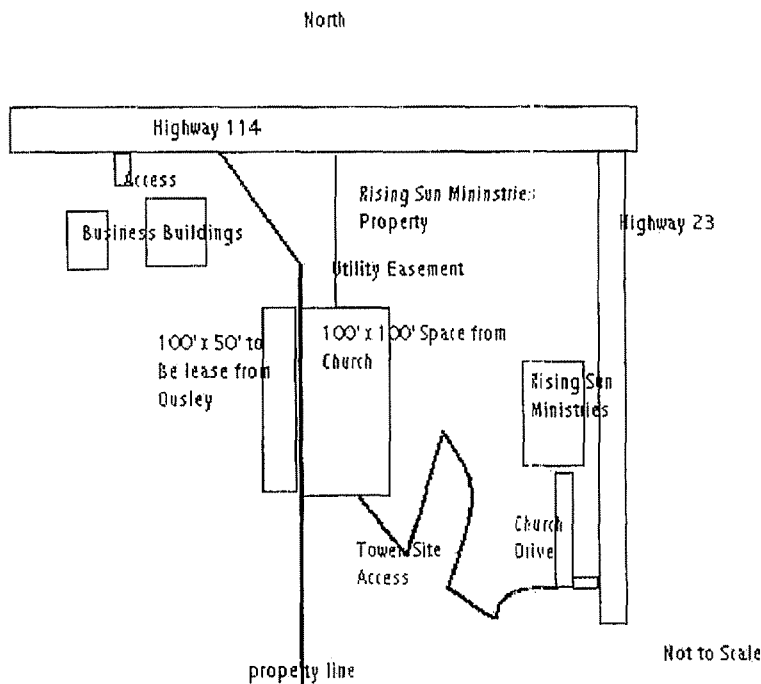
The Premises are described and/or depicted as follows in Deed Book 425, Page 39 in the Clerk's Office of Floyd County, Kentucky.

A certain tract or parcel of land lying in Floyd County, Kentucky, on the waters of Middle Creek, containing 20 acres, more or less, and being more specifically described as follows:

Bounded on the East by the lands of Eliza Calhoun, on South running with top of ridge to Allen heirs. Thence with line of Allen heirs back to county seat. Thence N to county road back to beginning and Eliza Calhoun's line to a above gas station.

Being the same property conveyed to Lee Fitzpatrick and Claude Fitzpatrick (Grandson) by deeds dated June 21, 1991 and July 6, 1992, recorded in Deed Book 132, at page 58 and Deed Book 151, at page 160, respectively, Floyd County Court Clerk's Office.

Big Branch  
Candidate D  
Edward Ousley



Notes:

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

## Exhibit J





BTM ENGINEERING, INC.  
3001 TAYLOR SPRINGS DRIVE  
LOUISVILLE, KENTUCKY 40220  
(502) 459-8402 PHONE  
(502) 459-8427 FAX

9-23-08

STATE OF KENTUCKY  
JOHN CHARLES  
3152  
LICENSED PROFESSIONAL  
LAND SURVEYOR

*John Charles*

SITE NAME: BIG BRANCH

SITE I.D.: 474G0111

SITE ADDRESS: 114 RISING SON LANE  
PRESTONSBURG, FLOYD CO., KY 41653

LEASE AREA: 15574 SQ. FT.

PROPERTY OWNERS:  
RISING SON MINISTRIES, INC. EDD OUSLEY  
PO BOX 1542 1720 KY ROUTE 404  
PRESTONSBURG, KY 41653 PRESTONSBURG, KY 41653

TAX MAP NUMBER: 35

PARCEL NUMBERS: 45 & 47

SOURCE OF TITLE:  
DEED BOOK 539, PAGE 380, DEED BOOK 198, PAGE 409

LATITUDE: 37° 39' 18.042"N  
LONGITUDE: 82° 47' 17.110"W

NO.	REVISION/ISSUE	DATE

TITLE: 500' RADIUS  
OWNER LIST

SHEET: C-1A

- ① TAX MAP 35, LOT 47  
RISING SON MINISTRIES  
PO BOX 1542  
PRESTONSBURG, KY 41653
- ② TAX MAP 35, LOT 45  
EDD OUSLEY  
1720 KY RT 404  
PRESTONSBURG, KY 41653
- ③ TAX MAP 35, LOT 41  
NO OWNER INFORMATION  
LISTED ON PVA RECORDS
- ④ TAX MAP 35, LOT 29.01  
LEON & RUTH YOUNCE  
8219 SPURLOCK CR  
PRESTONSBURG, KY 41653
- ⑤ TAX MAP 35, LOT 35  
RICKY MILLER  
7171 SPURLOCK CR  
PRESTONSBURG, KY 41653
- ⑥ TAX MAP 35, LOT 48  
FLOYD SKEANS  
PO BOX 0248  
DWALE, KY 41621
- ⑦ TAX MAP 35, LOT 59.01  
NAN ROBINSON  
2288 N US 23  
PRESTONSBURG, KY 41653
- ⑧ TAX MAP 35, LOT 59.02  
DAVID A. & PAULA LAYNE  
539 MAYS BRANCH RD  
PRESTONSBURG, KY 41653
- ⑨ TAX MAP 35, LOT 63.08  
OSB LLC  
PO BOX 1406  
PRESTONSBURG, KY 41653
- ⑩ TAX MAP 35, LOT 47.01  
RISING SON MINISTRIES  
167 WALTERS LANE  
PRESTONSBURG, KY 41653
- ⑪ TAX MAP 35, LOT 47.02  
ARCHER MUSIC ENTERPRISE  
PO BOX 606  
PRESTONSBURG, KY 41653
- ⑫ TAX MAP 35, LOT 46  
NO OWNER INFORMATION  
LISTED ON PVA RECORD
- ⑬ TAX MAP 35, LOT 63.06  
NO OWNER INFORMATION  
LISTED ON PVA RECORDS
- ⑭ TAX MAP 35, LOT 63.04  
HWH LODGING ASSOCIATES LLC  
1021 MAJESTIC DR  
LEXINGTON, KY 40513
- ⑮ TAX MAP 35, LOT 63.03  
MCDONALDS CORPORATION  
C/O BOB & TOM HUTCHISON  
441 SECOND ST  
PAINTSVILLE, KY 41240
- ⑯ TAX MAP 35, LOT 63.01  
MCDONALDS CORPORATION  
C/O BOB & TOM HUTCHISON  
441 SECOND ST  
PAINTSVILLE, KY 41240
- ⑰ TAX MAP 35, LOT 63  
PRESTONSBURG VILLAGE LLC  
1209 ORANGE ST  
WILMINGTON, DE 19801
- ⑱ TAX MAP 35, LOT 63.02  
SOUTHEAST RAX DEVELOPMENT  
253 UNIVERSITY DR  
PRESTONSBURG, KY 41653
- ⑲ TAX MAP 35, LOT 70  
NO OWNER INFORMATION  
LISTED ON PVA RECORDS
- ⑳ TAX MAP 35, LOT 66  
CPM ASSOCIATES LP  
C/O FLETCHER BRIGHT CO.  
537 MARKET STREET  
CHATTANOOGA, TN 37402
- ㉑ TAX MAP 35, LOT 44  
WILLIAM L. JAMES  
PO BOX 664  
PRESTONSBURG, KY 41653
- ㉒ TAX MAP 35, LOT 42  
CHARLIE WARRIX  
144 MIDWAY DR  
PRESTONSBURG, KY 41653
- ㉓ TAX MAP 35, LOT 43  
JOHN WAYNE SHEPHERD  
172 MIDWAY DR  
PRESTONSBURG, KY 41653
- ㉔ TAX MAP 35, LOT 40  
NO OWNER INFORMATION  
LISTED ON PVA RECORDS
- ㉕ TAX MAP 35, LOT 83.03  
MARK & SHELIA SANDERS  
135 SALLY STEPHENS BR  
PRESTONSBURG, KY 41653

**GENERAL NOTE:**

ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF FLOYD COUNTY, KY PROPERTY VALUATION ADMINISTRATION OFFICE ON 9/23/08. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESS DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES.

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

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction  
Wireless Telecommunications Facility**

Archer Music Enterprise  
P.O. Box 606  
Prestonsburg, KY 41653

**Via Certified Mail Return Receipt Requested**

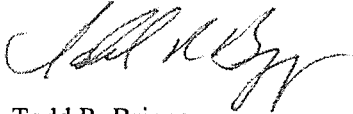
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Sincerely,



Todd R. Briggs  
Counsel for New Cingular Wireless PCS, LLC

Enclosure

**BRIGGS LAW OFFICE, PSC**

**TODD R. BRIGGS**

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction  
Wireless Telecommunications Facility**

CPM Associates LP  
C/o Fletcher Bright Co.  
537 Market Street  
Chattanooga, TN 37402

**Via Certified Mail Return Receipt Requested**

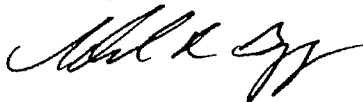
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Todd R. Briggs  
Counsel for New Cingular Wireless PCS, LLC

Enclosure

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

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction  
Wireless Telecommunications Facility**

HWH Lodging Associates, LLC  
1021 Majestic Drive  
Lexington, KY 40513

**Via Certified Mail Return Receipt Requested**

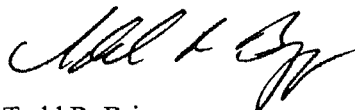
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Todd R. Briggs  
Counsel for New Cingular Wireless PCS, LLC

Enclosure

**BRIGGS LAW OFFICE, PSC**

**TODD R. BRIGGS**

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction  
Wireless Telecommunications Facility**

William L. James  
P.O. Box 664  
Prestonsburg, KY 41653

**Via Certified Mail Return Receipt Requested**

Dear Landowner:

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Sincerely,



Todd R. Briggs  
Counsel for New Cingular Wireless PCS, LLC

Enclosure

**BRIGGS LAW OFFICE, PSC**

**TODD R. BRIGGS**

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction  
Wireless Telecommunications Facility**

David A. & Paula Layne  
539 Mays Branch Rd  
Prestonsburg, KY 41653

**Via Certified Mail Return Receipt Requested**


Dear Landowner:

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Todd R. Briggs  
Counsel for New Cingular Wireless PCS, LLC

Enclosure

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

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction  
Wireless Telecommunications Facility**

McDonald's Corporation  
C/o Bob and Tom Hutchinson  
441 Second St  
Paintsville, KY 41240

**Via Certified Mail Return Receipt Requested**

Dear Landowner:

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Sincerely,



Todd R. Briggs  
Counsel for New Cingular Wireless PCS, LLC

Enclosure

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

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction  
Wireless Telecommunications Facility**

Ricky Miller  
7171 Spurlock Cr  
Prestonsburg, KY 41653

**Via Certified Mail Return Receipt Requested**

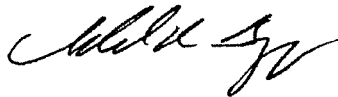
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Sincerely,



Todd R. Briggs  
Counsel for New Cingular Wireless PCS, LLC

Enclosure



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

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction  
Wireless Telecommunications Facility**

OSB LLC  
P.O. Box 1406  
Prestonsburg, KY 41653

**Via Certified Mail Return Receipt Requested**

Dear Landowner:

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Todd R. Briggs  
Counsel for New Cingular Wireless PCS, LLC

Enclosure

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

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction  
Wireless Telecommunications Facility**

Prestonsburg Village LLC  
1209 Orange St  
Wilmington, DE 19801

**Via Certified Mail Return Receipt Requested**

Dear Landowner:

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Enclosure

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

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction  
Wireless Telecommunications Facility**

Nan Robinson  
2288 N. U.S. 23  
Prestonsburg, KY 41653

**Via Certified Mail Return Receipt Requested**

Dear Landowner:

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Enclosure

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**TODD R. BRIGGS**

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction  
Wireless Telecommunications Facility**

Mark & Sheila Sanders  
135 Sally Stephens Br  
Prestonsburg, KY 41653

**Via Certified Mail Return Receipt Requested**

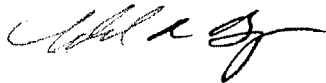
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Sincerely,



Todd R. Briggs  
Counsel for New Cingular Wireless PCS, LLC

Enclosure

**BRIGGS LAW OFFICE, PSC**

**TODD R. BRIGGS**

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction  
Wireless Telecommunications Facility**

John Wayne Shepherd  
172 Midway Dr  
Prestonsburg, KY 41653

**Via Certified Mail Return Receipt Requested**

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Enclosure

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**TODD R. BRIGGS**

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction  
Wireless Telecommunications Facility**

Floyd Skeans  
P.O. Box 0248  
Dwale, KY 41621

**Via Certified Mail Return Receipt Requested**

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Enclosure

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17300 POLO FIELDS LANE  
LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction  
Wireless Telecommunications Facility**

Southeast Rax Development  
253 University Drive  
Prestonsburg, KY 41653

**Via Certified Mail Return Receipt Requested**


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Enclosure

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**TODD R. BRIGGS**

17300 POLO FIELDS LANE

LOUISVILLE, KENTUCKY 40245

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction  
Wireless Telecommunications Facility**

Charlie Warrix  
144 Midway Dr  
Prestonsburg, KY 41653

**Via Certified Mail Return Receipt Requested**

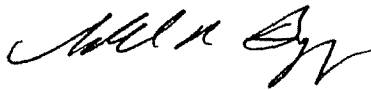
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Counsel for New Cingular Wireless PCS, LLC

Enclosure



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

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Notice of Proposed Construction**  
**Wireless Telecommunications Facility**

Leon & Ruth Younce  
8219 Spurlock Cr  
Prestonsburg, KY 41653

**Via Certified Mail Return Receipt Requested**

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Todd R. Briggs  
Counsel for New Cingular Wireless PCS, LLC

Enclosure

## Exhibit K

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

TELEPHONE (502) 254-9756

FACSIMILE (502) 254-5717

**Via Certified Mail Return Receipt Requested**

Honorable R. D. Marshall  
Floyd County Judge Executive  
P.O. Box 1089  
Prestonsburg, KY 41653

**RE: Notice of Proposal to Construct Wireless Telecommunications Facility  
Kentucky Public Service Commission--Case No. 2009-00093**

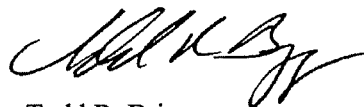
Dear Judge Marshall:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 114 Rising Son Lane, Prestonsburg, Kentucky 41653. A map showing the location is attached. The proposed facility will include a 300 foot self-support tower, plus related ground facilities.

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

Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2009-00093 in any correspondence.

Sincerely,



Todd R. Briggs  
Counsel for New Cingular Wireless PCS, LLC

Enclosure

## Exhibit L

# PUBLIC NOTICE

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New Cingular Wireless PCS, LLC  
proposes to construct a  
telecommunications

# TOWER

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

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

or

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

Please refer to Commission's  
**Case #2009-00093**  
in your correspondence.

# PUBLIC NOTICE

---

New Cingular Wireless PCS, LLC  
proposes to construct a  
telecommunications

# TOWER

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

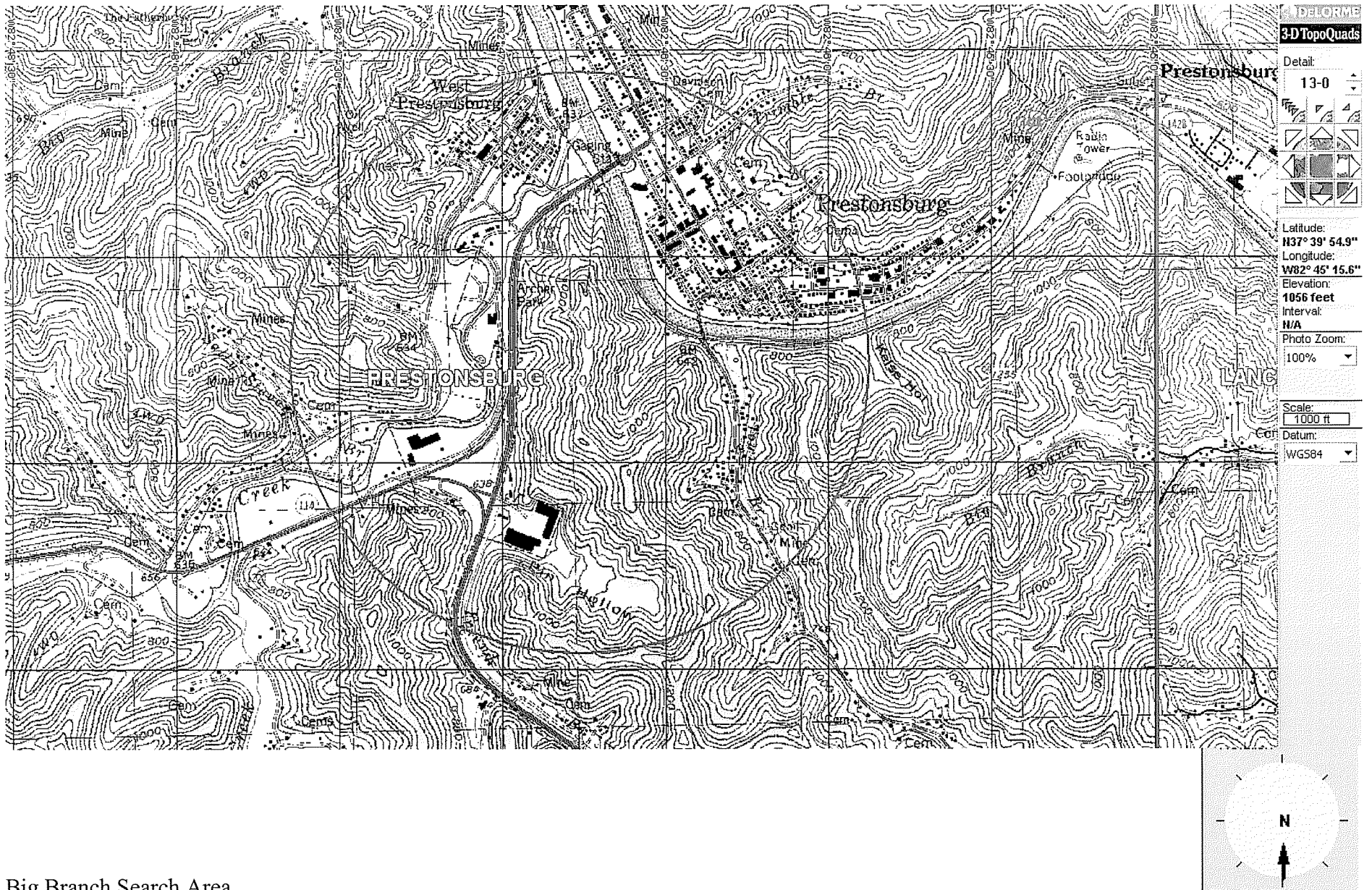
Briggs Law Office, PSC  
17300 Polo Fields Lane  
Louisville, KY 40245  
(502) 254-9756

or

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

Please refer to Commission's  
**Case #2009-00093**  
in your correspondence.

## Exhibit M



Big Branch Search Area

Exhibit N





AT&T Mobility  
3231 N. Green River Rd.  
Evansville, IN 47715

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

February 2, 2009

To Whom It May Concern:

Dear Sir or Madam:

This letter is to state the need of the proposed AT&T site called Big Branch, to be located in Floyd County, KY. The Big Branch site is necessary to improve coverage and eliminate interference in northern Floyd County. This site will improve the coverage and reduce interference on US Hwy 23, State Hwy 114, State Hwy 122, SR 2555, and the surrounding area. Our closest existing site to this area is over 3.5 miles away; thus, there is currently no dominant server in this area. This lack of a dominant server causes many quality issues for the customers. Currently customers in this area experience high dropped calls and may experience poor call quality. With the addition of this site, the customers in this area of Floyd County will experience improved reliability, better in-building coverage, and improved access to emergency 911 services.

A handwritten signature in black ink, appearing to read "Sherri A Lewis".

Sherri A Lewis  
RF Design Engineer



AT&T Mobility  
3231 N. Green River Rd.  
Evansville, IN 47715

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

February 2, 2009

To Whom It May Concern:

Dear Sir or Madam:

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

A handwritten signature in black ink, appearing to read "S. A. Lewis".

Sherri A Lewis  
RF Design Engineer



AT&T Mobility  
3231 N. Green River Rd.  
Evansville, IN 47715

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

February 2, 2009

To Whom It May Concern:

Dear Sir or Madam:

This letter is to serve as documentation that the proposed AT&T site called Big Branch, to be located in Floyd County, KY at Latitude 37-39-18.04 North, Longitude 082-47-17.11 West, has been designed, and will be built and operated in accordance with all applicable FCC and FAA regulations.

A handwritten signature in black ink, appearing to read "S A Lewis".

Sherri A Lewis  
RF Design Engineer