

(M C B R A Y E R)
McBrayer, McGinnis, Leslie & Kirkland, PLLC

ATTORNEYS AT LAW

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201 EAST MAIN STREET, SUITE 1000
LEXINGTON, KENTUCKY 40507
(859) 231-8780 EXT. 115
FAX: (859) 231-6318

RECEIVED

JAN 24 2013

January 24, 2013

**PUBLIC SERVICE
COMMISSION
VIA HAND DELIVERY**

Jeff R. Derouen, Executive Director
Public Service Commission
P.O. Box 615
211 Sower Blvd.
Frankfort, KY 40602-0615

**RE: Application of Kentucky RSA No. 1 Partnership d/b/a Verizon
Wireless, for Issuance of a Certificate of Public Convenience and
Necessity to Construct an Additional Facility on Race Track Road,
Symsonia, Graves County, Kentucky ("Application")
PSC Case No. 2013-00023 (Symsonia Facility)**

Dear Mr. Derouen:

Please be advised that the undersigned represents Verizon Wireless in regard to the above-referenced Application which I am filing on its behalf today with the Commission.

Enclosed please find one original and five copies of the Application along with one set of project description drawings, both of which are signed and sealed by a licensed professional engineer in Kentucky.

Any comments or questions in regard to the application should be forwarded to the undersigned. Thank you for your assistance in this matter.

Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosures

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

In the Matter of:

JAN 24 2013

PUBLIC SERVICE
COMMISSION

APPLICATION OF KENTUCKY RSA NO. 1)
PARTNERSHIP FOR ISSUANCE OF A)
CERTIFICATE OF PUBLIC CONVENIENCE AND)
NECESSITY TO CONSTRUCT AN ADDITIONAL) Case No. 2013-00023
CELL FACILITY IN THE KENTUCKY RURAL)
SERVICE AREA NO. 1 WHICH INCLUDES)
FULTON, HICKMAN, CARLISLE, BALLARD,)
McCRACKEN, GRAVES, MARSHALL AND)
CALLOWAY COUNTIES IN KENTUCKY)
(THE SYMSONIA CELL FACILITY))

APPLICATION

Kentucky RSA No. 1 Partnership, a Delaware general partnership ("Applicant") applies for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility to serve the customers of its cellular radio telecommunications system in the Kentucky Rural Service Area No. 1 (the "Kentucky RSA No. 1). In support of this Application, Applicant, respectfully states that:

1. Its complete name, address and telephone number are: Kentucky RSA No. 1 Partnership, d/b/a Verizon Wireless, One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, (908)306-7000, having a local address of 2441 Holloway Road, Louisville, KY 40299, (502) 552-0330.

2. The Applicant is a limited partnership whose general partner is Cellco Partnership, a Delaware general partnership which is therefore not subject to the Articles of Incorporation filing requirements set forth in 807 KAR 5:063 § 1(1)(a) and 807 KAR 5:001 § 8(1)(3). It is a successor in interest to GTE Wireless of the Mid-West Incorporated and GTE Wireless of the South Incorporated, both of which contributed

assets to Cellco Partnership as the Public Service Commission was advised by letter dated July 5, 2000. Cellco Partnership's Adoption Notice was filed with the Public Service Commission as "P.S.C. Adoption Notice No. 1" on July 5, 2000, effective pursuant to 807 KAR 5:011 § 9(1) on July 10, 2000.

3. The Applicant proposes to construct an additional cellular facility in Graves County, Kentucky (the "Cell Facility"). The Cell Facility will be comprised of a 250' self-supporting tower with attached antennas and an equipment shelter. The equipment shelter will contain the transmitters and receivers required to connect the cell facility with cellular telephone users, which will link the Cell Facility with Applicant's other cells. The Cell Facility will be fenced with a secured access gate. Two sets of project drawings are being submitted with this Application. A detailed description of the manner in which the Cell Facility will be constructed is included in the drawings and on the Survey (scale: 1" = 200'). A reduced copy of the Survey is attached as **Exhibit B**. The Survey is signed and sealed by Ralph M. Wallem, a professional registered surveyor in Kentucky and it depicts the proposed location of the tower and all easements and existing structures on the property on which the tower will be located. A vertical tower profile and its foundation, each signed and sealed by a professional engineer registered in Kentucky are attached as **Exhibit C**. The tower design plans include a description of the standard according to which the tower was designed.

4. A geotechnical investigation report performed by GPD Group Surveyors dated November 1, 2012 is attached as **Exhibit D**. The geotechnical investigation report is signed and sealed by Hewitt T. Wilkerson, P.E., a professional engineer registered in Kentucky. The geotechnical investigation report includes boring logs, foundation design

recommendations, and a finding as the proximity of the proposed site to flood hazard areas.

5. As noted on the Survey attached as a part of **Exhibit B**, the surveyor has determined that the site is not within any FIA flood hazard area.

6. The possibility of a strong ground shaking has been considered in the design of this guyed tower. Formulas are given in codes for earthquake loading. The formulas are for lateral loads, and they take into account the seismic zone, ground motion and structure. The two most important components of the structure are its weight and shape. Applying all of the factors to the formula, the resultant earthquake load is less than the design wind load. Seismic loading has been considered in the design of this tower, although it is regarded as secondary to the wind loading.

Even if the tower would fall as result of an earthquake, it should not damage any occupied buildings. In the event of failure of the tower mast, all of the debris will most likely lie within a circle whose center is the tower base and whose radius is no more than 60% of the tower height.

7. Similarly, the possibility of a strong wind has been considered in the design of this tower. It has been designed and engineered by professional engineers using computer assistance and the same accepted codes and standards as are typically used for high-rise building construction. This tower has been designed in accordance with the Electronic Industries Association ("ETA") Standard RS-222E, which has been accepted and approved by ANSI and is a nationally recognized tower design standard. The ANSI/EIA standard utilizes a "stepped" wind loading in tower design. This means that a standardized wind speed (the "basic wind speed") is applied to the tower

structure at the 33-foot level and then is "increased" with increments of tower height. In this case, the design wind speed is 75 mph. Using the appropriate wind speed for each antenna level, the thrust of the antenna and its corresponding waveguide load are applied to the tower structure for maximum member loads.

8. Personnel directly responsible for the design and construction of the proposed tower are qualified and experienced. The soil testing and part of the foundation design was performed by GPD Group under the supervision of Hewitt T. Wilkinson, a registered professional engineer in the Commonwealth of Kentucky. His specialty is geotechnical engineering which includes sub-surface exploration and foundation design. He has served as project and principal engineer on various projects similar to the applicant's. These projects include construction, tower crane foundations, and nexrad doppler radar towers, other mobile telephone towers and elevated water towers. Foundation types for these towers have included drilled piers, auger-cast piles, driven piles and spread footings. Design of the tower and foundation was performed by Tower Innovations in Newburgh, Indiana. The applicant uses qualified installation crews and site inspectors for construction of its towers. The tower and foundation drawings are signed and sealed by W. Gray Hodge, a professional engineer registered in Kentucky.

9. The public convenience and necessity require the construction of this additional Cell Facility. The additional Cell Facility is essential to improve service to Applicant's current customers in that transmission and reception "weak spots" within the area to be covered by the Cell Facility will be substantially reduced. The Cell Facility will also increase the system's capacity to meet the increasing demands for cellular service

in Kentucky.

The process that was used in selecting the site for the proposed Cell Facility by the applicant's radio frequency engineers was consistent with the process used for selecting generally all other existing cell facilities within the licensed area. The engineers used computer programs to locate cell sites that will enable the cell facilities to serve the Federal Communications Commission certificated territory without extending beyond its approved boundary and to meet other mandates of the Commission. The engineers select the optimum site in terms of elevation and location to provide the best quality service to customers in the service area. A map of the area in which the tower is proposed to be located, that is drawn to scale and that clearly depicts the necessary search area within which a site should be located as determined by the Applicant's Radio Frequency Engineers is attached as **Exhibit E**.

It is imperative that the proposed Cell Facility be constructed to allow Applicant to meet its licensing requirements as mandated by the Federal Communications Commission and to further meet the increasing demands for cellular service in the licensed area.

10. The Cell Facility will serve an area totally within Applicant's current service area in the licensed area.

11. Since the proposed Cell Facility will serve only the licensed area, no further approvals by the Federal Communications Commission ("FCC") are required. See 47 C.F.R. §24.11(b), "[b]lanket licenses are granted for each market and frequency block. Applications for individual sites are not required and will not be accepted."

12. The Federal Aviation Administration ("FAA") determined on September 20,

2012 that the proposed construction would not exceed FAA obstruction standards and would not be a hazard to air navigation. The determination from the FAA is attached as **Exhibit F**. An Application to the Kentucky Airport Zoning Commission ("KAZC") was filed on December 10, 2012, a copy of which is additionally attached as **Exhibit G**. Upon receiving a determination from KAZC, the applicant will forward a copy of such determination as a supplement to this application.

13. The proposed location of the tower is not within a jurisdiction that has adopted planning and zoning regulations in accordance with KRS Chapter 100. The Applicant has notified the Graves County Judge Executive, by certified mail, return receipt requested, of the proposed construction. The Applicant included in the notice the Commission docket number under which the application will be processed and informed said person of his right to request intervention. A copy of the notice is attached as **Exhibit H**.

14. The Cell Facility will be located at Race Track Road, Symsonia, Graves County, Kentucky. Appropriate notices 2' X 4' with the word "TOWER" in letters at least four inches high, have been posted in a visible location on the proposed site and on the nearest public road and shall remain posted for at least two (2) weeks after the Application is filed. The location of the proposed facility has been published in a newspaper of general circulation in Graves County, Kentucky. The Cell Facility's coordinates are: Latitude: N 36° 55' 12.84" N; Longitude: W 88° 32' 2.17" W.

15. Clear directions to the proposed site from the county seat are:

From Courthouse: Start out going west on East South Street, Towards 7th Street/US-45. Take the 1st right onto South 7th Street/US-45. Take the 1st right onto East Broadway Street/KY-58, continue to follow KY-58. Turn left onto KY-

348, then left (south) on McGuire Road. Then right (west) on Race Track Road. The Site is located on the west side of the road at the first bend.

The telephone number for the person preparing the directions is 317.299.2996 and the individual's name is Traci Preble. The Survey identifies every structure within 500' of the proposed tower, and all easements and existing structures within 200' of the access drive, including the intersection with the Public Street System, drawn to a scale no less than one (1) inch equals 200'.

16. Applicant has notified every person who is contiguous or within 500' of the proposed tower by certified mail, return receipt requested, of the proposed construction. Applicant included in said notice the Commission 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 and copies of the certified letters sent to the referenced property owners are attached as **Exhibit I**. Copies of the return receipts will be filed with the Commission when received.

17. The site for the proposed Facility is located outside the incorporated limits of the City of Symsonia and is not zoned. The area is rural in nature and is the most favorable of four potential locations.

18. Applicant has considered the likely effects of the installation on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate service can be provided. Applicant attempted to collocate on existing towers or structures, however, there are no such existing towers or structures in the vicinity of the proposed site.

19. The site for the Cell Facility is to be leased from Graves County and the

Lease Agreement has been approved by the Graves County Fiscal Court. A copy of the Land Lease Agreement is attached as **Exhibit J**.

20. The names of all public utilities, corporations, or persons with whom the proposed new construction is likely to compete is AT&T Wireless, T-Mobile Wireless, and Sprint PCS.

WHEREFORE, Applicant requests that the Commission, pursuant to KRS 278.020, grant a Certificate of Public Convenience and Necessity to Applicant for construction and operation of the proposed Cell Facility and providing for such other relief as is necessary and appropriate.

Respectfully submitted,



W. Brent Rice
McBRAYER, McGINNIS, LESLIE &
KIRKLAND, PLLC
201 East Main Street, Suite 1000
Lexington, KY 40507
Phone: 859/231-8780
COUNSEL FOR CELLCO
PARTNERSHIP d/b/a VERIZON
WIRELESS

LIST OF EXHIBITS

Exhibit A	Applicant Adoption Notices
Exhibit B	Site Plan and Survey
Exhibit C	Tower and Foundation Profile
Exhibit D	Report of Geotechnical Exploration
Exhibit E	Search Area Map
Exhibit F	FAA Application
Exhibit G	KAZC Application
Exhibit H	Correspondence to County Judge Executive
Exhibit I	Notice to Adjoining Property Owners
Exhibit J	Land Lease Agreement



RECYCLED PAPER MADE FROM 20% POST CONSUMER CONTENT



JACKSON & KELLY PLLC

ATTORNEYS AT LAW

175 EAST MAIN STREET

P. O. BOX 2150

LEXINGTON, KENTUCKY 40508-0150 40588-0945

TELEPHONE 806-255-9500

TELECOPIER 806-281-6478

<http://www.jacksonkelly.com>

1600 LAIDLEY TOWER
CHARLESTON, WEST VIRGINIA 25301
TELEPHONE 304-340-1000

100 FOXCROFT AVENUE
MARTINSBURG, WEST VIRGINIA 25402
TELEPHONE 304-283-8800

256 HUSSELL AVENUE
NEW MARTINSVILLE, WEST VIRGINIA 28155
TELEPHONE 304-455-1751

8000 HAMPTON CENTER
MORGANTOWN, WEST VIRGINIA 26505
TELEPHONE 304-589-3000

1000 TECHNOLOGY DRIVE
FAIRMONT, WEST VIRGINIA 26554
TELEPHONE 304-368-2000

412 MARKET STREET
PARKERSBURG, WEST VIRGINIA 26101
TELEPHONE 304-424-3400

1144 MARKET STREET
WHEELING, WEST VIRGINIA 26003
TELEPHONE 304-233-4000

1560 LINCOLN STREET
DENVER, COLORADO 80202
TELEPHONE 303-730-0000

2401 PENNSYLVANIA AVENUE N.W.
WASHINGTON, D.C. 20037
TELEPHONE 202-873-0200

MEMBER OF LEX MUNDI
THE WORLD'S LEADING ASSOCIATION
OF INDEPENDENT LAW FIRMS

July 5, 2000

Hon. Martin J. Huelsmann
Executive Director
Kentucky Public Service Commission
211 Sower Blvd.
Frankfort, KY 40602-0615

JUL 05 2000

Re: Transfer of GTE Wireless Companies to Cellco Partnership
d/b/a Verizon Wireless

Dear Mr. Huelsmann:

We are hereby notifying the Commission, on behalf of all involved companies, of the following restructuring resulting from the merger of GTE Corporation ("GTE") and Bell Atlantic Corporation ("Bell Atlantic"). On June 30, 2000, Bell Atlantic and GTE completed their merger. As a result of the merger, the assets and licenses of GTE Wireless will be contributed to the merged company's domestic national wireless subsidiary known as Cellco Partnership ("Cellco"). GTE Wireless' Kentucky operations, with the exception of its Cincinnati PCS license (see letter dated June 21, 2000), will thus be combined with the other wireless operations managed by Bell Atlantic, all of which will do business under the brand name Verizon Wireless.

1. GTE Mobilnet of Clarksville Incorporated will transfer its assets and cellular business in the Clarksville, Tennessee-Hopkinsville, Kentucky Metropolitan Statistical Area to GTE Wireless Holdings LLC. Both companies are wholly owned by GTE Wireless Incorporated. The membership interest of GTE Wireless Holdings LLC will then be contributed to Cellco. GTE Wireless Holdings LLC will be liquidated into Cellco.

2. The stock of GTE Wireless of the Midwest Incorporated will be contributed to Cellco. GTE Wireless of the Midwest Incorporated will continue to provide cellular service in Evansville and Owensboro Metropolitan Statistical Areas.

Hon. Martin J. Huelsmann
July 5, 2000
Page 2


3. The Kentucky RSA No. 1 Partnership interest will be contributed to Cellco. Kentucky RSA No. 1 Partnership will continue to provide cellular service in Kentucky Rural Service Area No. 1.

4. The assets of GTE Wireless of the South Incorporated will be contributed to Cellco. GTE Wireless of the South Incorporated provides cellular service in the Louisville and Lexington Metropolitan Statistical Areas and Kentucky Rural Service Areas No. 2 and 7.

Cellco will adopt the tariffs of GTE Mobilnet of Clarksville Incorporated and GTE Wireless of the South. Their adoption notices are enclosed. In addition, revised tariffs for GTE Wireless of the Midwest Incorporated and Kentucky RSA No. 1 Partnership will be filed shortly reflecting that these entities will be doing business as Verizon Wireless.

We understand from this Commission's January 8, 1998 Order in Administrative Case No. 360 that this notice is all that is required for this restructuring. If you have any questions, please do not hesitate to contact me.

Sincerely yours,



Jeffrey J. Yost

JJY:bsh

c: Mr. Francis Malnati
Mr. Carl Povelites

11113301308852

P.S.C. Adoption Notice No. 1

ADOPTION NOTICE

The undersigned, Celco Partnership d/b/a Verizon Wireless, of Bedminster, New Jersey, hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed and posted by it, all tariffs and supplements containing rates, rules and regulations for furnishing commercial mobile radio service in the Commonwealth of Kentucky, filed with the Public Service Commission by GTE Wireless of the South Incorporated of Alpharetta, Georgia, and in effect on the day of July 10, 2000, the date on which the public service business of GTE Wireless of the South Incorporated, was taken over by it.

This notice is issued on the 5th day of JULY, 2000, in conformity with Section 20 of P.S.C. Tariff Regulations adopted by the Public Service Commission.

By: 

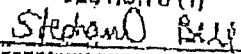
S. Mark Tuller

Vice President, Legal and External Affairs and General Counsel

Celco Partnership d/b/a Verizon Wireless

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 2000

PURSUANT TO 807 KAR 6.011,
SECTION 9 (1)
BY: 
SECRETARY OF THE COMMISSION

CELLCO PARTNERSHIP D/B/A/ VERIZON WIRELESS
-CELLULAR RADIO TELECOMMUNICATIONS SERVICE TARIFF-

For the Lexington, Kentucky, Louisville, Kentucky/Indiana MSAs
and the Kentucky 7 - Trimble RSA
and the Kentucky 2 - Union RSA
Cellular Geographic Service Areas

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 2000

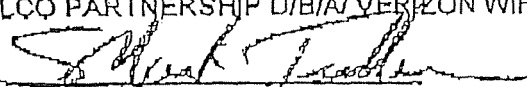
PURSUANT TO 807 KAR 6.011,
SECTION 9 (1)
BY: Stephan O. Bill
SECRETARY OF THE COMMISSION

ISSUED: JULY 6, 2000

EFFECTIVE: JULY 10, 2000

CELLCO PARTNERSHIP D/B/A/ VERIZON WIRELESS

BY:


S. Mark Tuller
V.P. Legal and External Affairs and General Counsel
180 Washington Valley Road
Bedminster, NJ 07921



SCALE: 1"=60'
 NORTH IS BASED ON KENTUCKY STATE PLANE COORDINATE SYSTEM SOUTH ZONE AND WAS DETERMINED BY COMPUTATION FROM G.P.S. OBSERVATION ON DECEMBER 12, 2011

△ CENTER OF TOWER COORDINATE POINT LOCATION
 NAD 1983
 LATITUDE: 36°55'12.84215" N
 LONGITUDE: 88°32'02.16650" W
 NAVD 1988
 SITE ELEVATION: 405.84 AMSL

STATE OF KENTUCKY
 RALPH M. WALLEM
 2195
 REGISTERED
 LAND SURVEYOR

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.
Ralph M. Wallem
 RALPH M. WALLEM PLS NO. 2195
 OWNER APPROVAL: _____ DATE _____
 VERIZON WIRELESS APPROVAL: _____ DATE _____

(LANDOWNER)
 GRAVES COUNTY, KENTUCKY
 101 EAST SOUTH STREET
 MAYFIELD, KENTUCKY 42066



BENCHMARK SERVICES, INC.
 Consulting Engineers
 Land Surveyors
 318 North Main Street
 P.O. Box 5
 Huntingburg, Indiana 47542
 Phone: (812) 883-3049
 Fax: (812) 883-2040
 e-mail: benchmark@insightbb.com

SITE NUMBER:
 SYMSONIA

SITE NAME:
 SYMSONIA

SITE ADDRESS:
 RACE TRACK RD & MCGUIRE RD,
 SYMSONIA, KY 42082

LEASE AREA:
 10,000 SQ. FT.

PROPERTY OWNER:
 GRAVES COUNTY, KENTUCKY
 101 EAST SOUTH STREET
 MAYFIELD, KENTUCKY 42066

PARCEL:
 33 ACRES

COUNTY:
 GRAVES COUNTY

SOURCE OF TITLE:

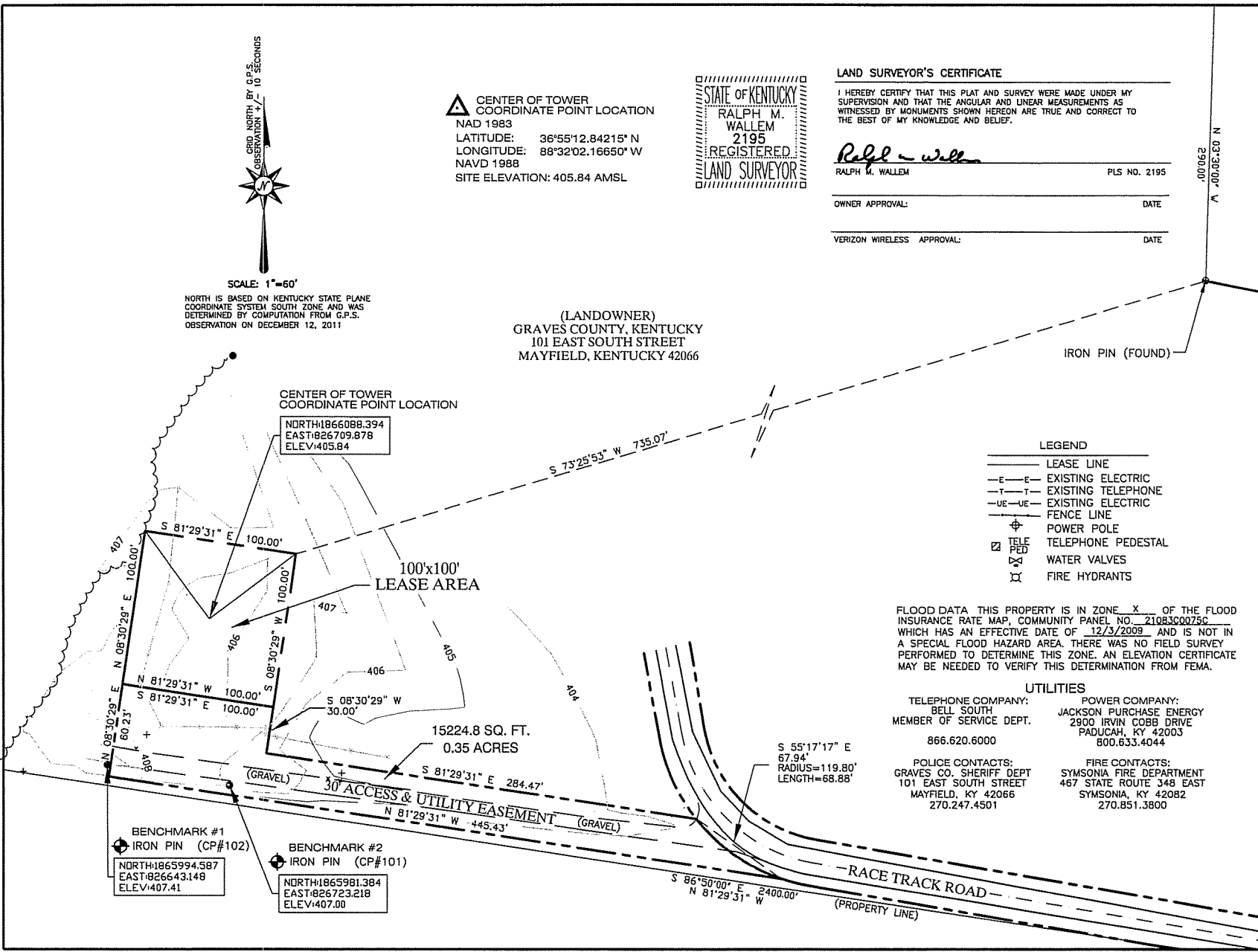
LATITUDE: 36°55'12.84215" N
LONGITUDE: 88°32'02.16650" W

DWG BY: GVVW **CHKD BY:** RMW **DATE:** 12.21.11

NO.	REVISION/ISSUE	DATE

TITLE:
 SURVEY PLAN

SHEET:
 C-2



DESCRIPTION OF LEASE AREA

COMMENCING AT A POINT IN THE EAST RIGHT OF WAY LINE OF CLARK RIVER ROAD, GRAVES COUNTY, KENTUCKY SAID COMMENCING POINT BEING THE SOUTHWEST CORNER OF THE ORIGINAL TRACT CONVEYED TO SYMCO CORPORATION, AND ALSO BEING THE NORTHWEST CORNER OF THE CLAUDE BUGG PROPERTY; THENCE RUNNING SOUTH 86 DEGREES 50 MINUTES EAST 2400.00 FEET (DEED BEARING AND DISTANCE) SOUTH 81 DEGREES 29 MINUTES 31 SECONDS EAST (KENTUCKY COORDINATES STATE PLANE) AND BASIS OF BEARING FOR THIS LEASE AREA DESCRIPTION; THENCE NORTH 01 DEGREES 50 MINUTES 29 SECONDS EAST 30.20 FEET; THENCE NORTH 81 DEGREES 29 MINUTES 31 SECONDS WEST 329.20 FEET; THENCE NORTH 09 DEGREES 13 MINUTES 29 SECONDS EAST 425.90 FEET; THENCE NORTH 79 DEGREES 02 MINUTES 31 SECONDS WEST 504.00 FEET TO AN IRON PIN FOUND THIS SURVEY AND PASSING OVER AN IRON PIN FOUND THIS SURVEY AT 71.12 FEET; THENCE SOUTH 73 DEGREES 25 MINUTES 53 SECONDS EAST 735.07 FEET TO THE NORTHEAST LEASE CORNER AND BEING THE TRUE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 08 DEGREES 30 MINUTES 29 SECONDS WEST 100.00 FEET; THENCE NORTH 81 DEGREES 29 MINUTES 31 SECONDS WEST 100.00 FEET; THENCE NORTH 08 DEGREES 30 MINUTES 29 SECONDS EAST 100.00 FEET; THENCE SOUTH 81 DEGREES 29 MINUTES 31 SECONDS EAST 100.00 FEET TO THE TRUE PLACE OF BEGINNING AND CONTAINING 10,000 SQUARE FEET (0.23 ACRES), MORE OR LESS.

DESCRIPTION OF 30' ACCESS AND UTILITY EASEMENT

COMMENCING AT A POINT IN THE EAST RIGHT OF WAY LINE OF CLARK RIVER ROAD, GRAVES COUNTY, KENTUCKY SAID COMMENCING POINT BEING THE SOUTHWEST CORNER OF THE ORIGINAL TRACT CONVEYED TO SYMCO CORPORATION, AND ALSO BEING THE NORTHWEST CORNER OF THE CLAUDE BUGG PROPERTY; THENCE RUNNING SOUTH 86 DEGREES 50 MINUTES EAST 2400.00 FEET (DEED BEARING AND DISTANCE) SOUTH 81 DEGREES 29 MINUTES 31 SECONDS EAST (KENTUCKY COORDINATES STATE PLANE) AND BASIS OF BEARING FOR THIS LEASE AREA DESCRIPTION; THENCE NORTH 01 DEGREES 50 MINUTES 29 SECONDS EAST 30.20 FEET; THENCE NORTH 81 DEGREES 29 MINUTES 31 SECONDS WEST 329.20 FEET; THENCE NORTH 09 DEGREES 13 MINUTES 29 SECONDS EAST 425.90 FEET; THENCE NORTH 79 DEGREES 02 MINUTES 31 SECONDS WEST 504.00 FEET TO AN IRON PIN FOUND THIS SURVEY AND PASSING OVER AN IRON PIN FOUND THIS SURVEY AT 71.12 FEET; THENCE SOUTH 73 DEGREES 25 MINUTES 53 SECONDS EAST 735.07 FEET TO THE NORTHEAST LEASE CORNER; THENCE SOUTH 08 DEGREES 30 MINUTES 29 SECONDS WEST 100.00 ALONG THE EAST LEASE LINE TO THE SOUTHEAST LEASE CORNER AND BEING THE TRUE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 08 DEGREES 30 MINUTES 29 SECONDS WEST 30.00 FEET; THENCE SOUTH 81 DEGREES 29 MINUTES 31 SECONDS EAST 284.47 FEET TO THE APPARENT RIGHT OF WAY LINE OF RACE TRACK ROAD; THENCE ON AND ALONG A CURVE TO THE RIGHT WITH A CHORD BEARING OF SOUTH 55 DEGREES 17 MINUTES 17 SECONDS EAST 67.94 FEET AND HAVING A RADIUS OF 119.80 FEET A DISTANCE ALONG THE ARC AND RIGHT OF WAY OF 68.88 FEET; THENCE NORTH 81 DEGREES 29 MINUTES 31 SECONDS WEST 445.43 FEET; THENCE NORTH 08 DEGREES 30 MINUTES 29 SECONDS EAST 60.23 FEET TO THE SOUTHWEST LEASE CORNER; THENCE ALONG THE SOUTH LEASE LINE SOUTH 81 DEGREES 29 MINUTES 31 SECONDS EAST 100.00 FEET TO THE TRUE PLACE OF BEGINNING AND CONTAINING 15224.8 SQUARE FEET, (0.35 ACRES), MORE OR LESS.

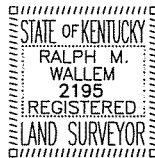
LAND SURVEYOR'S CERTIFICATE


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.

Ralph M. Wallem
RALPH M. WALLEM PLS NO. 2195


OWNER APPROVAL: _____ DATE _____

VERIZON WIRELESS APPROVAL: _____ DATE _____






VERIZON WIRELESS
876 KENTUCKY RSA NO. 1 PARTNERSHIP
d/b/a VERIZON WIRELESS



GPD GROUP.
Glus, Phys, Schomar, Burns & DeHaven, Inc.
8275 Allison Palente Trail, Suite 220
Indianapolis, Indiana 46250
317-299-2996, Fax 317-293-1331



BENCHMARK SERVICES, INC.
Consulting Engineers
Land Surveyors
316 North Main Street
P.O. Box 5
Huntingburg, Indiana 47542
Phone: (812) 663-3049
Fax: (812) 663-2040
e-mail: benchmark@insightbb.com

SITE NUMBER: SYMSONIA

SITE NAME: SYMSONIA

SITE ADDRESS: RACE TRACK RD & McGUIRE RD, SYMSONIA, KY 42082

LEASE AREA: 10,000 SQ. FT.

PROPERTY OWNER: GRAVES COUNTY, KENTUCKY 101 EAST SOUTH STREET MAYFIELD, KENTUCKY 42066

PARCEL: 33 ACRES

COUNTY: GRAVES COUNTY

SOURCE OF TITLE:

LATITUDE: 36°55'12.84215" N
LONGITUDE: 88°32'02.16650" W

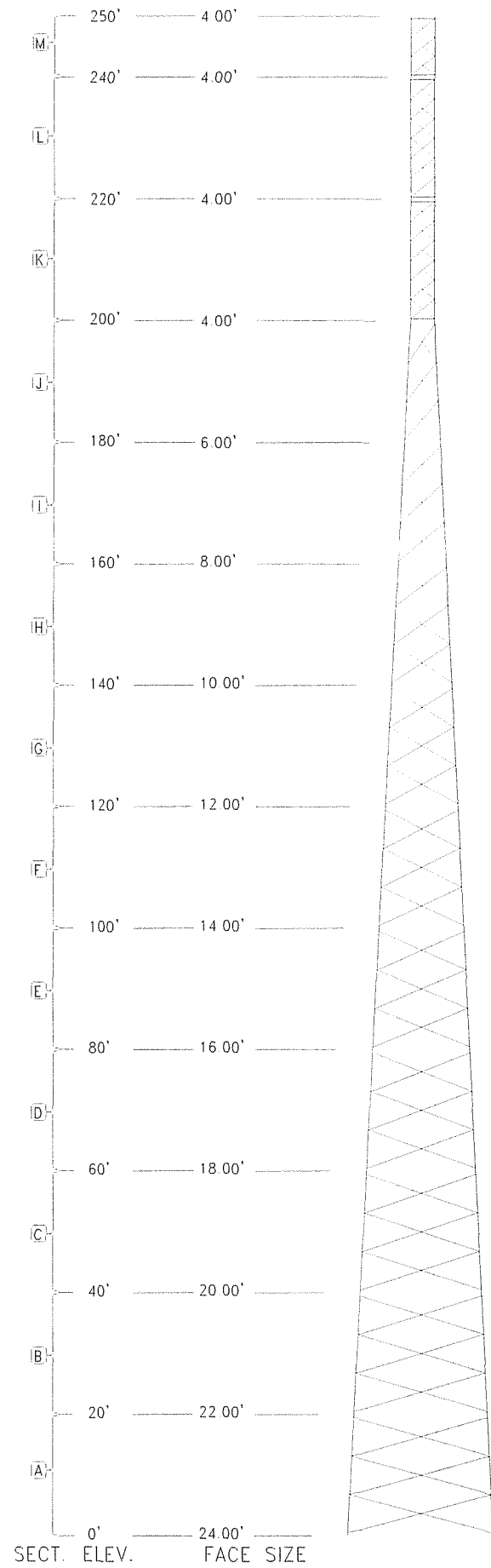
DWG BY:	CHKD BY:	DATE:
GWW	RMW	12.21.11

NO.	REVISION/ISSUE	DATE:

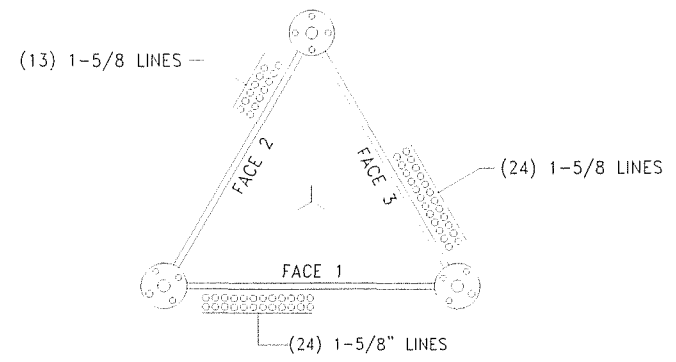
TITLE: SURVEY PLAN

SHEET: C-2a

NOTE: THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

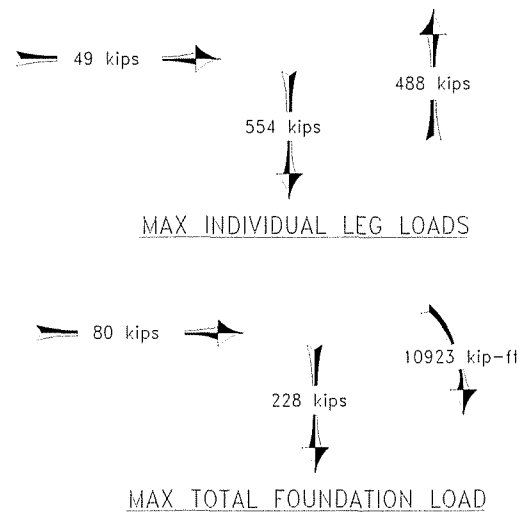


SECT. ELEV. FACE SIZE



FEEDLINE DISTRIBUTION INFORMATION

THE TOWER STRUCTURE IS DESIGNED ACCORDING TO THE FEEDLINE DISTRIBUTION INFORMATION PROVIDED.



MEMBER CHART

SECTION	ELEVATION	FACE SIZE	LEGS	DIAGONALS	HORIZONTALS	SECTION WEIGHT (lbs.)
A	0' - 20'	24.00' - 22.00'	4-3/4	L 4 x 4 x 5/16	N/A	7500
B	20' - 40'	22.00' - 20.00'	4-3/4	L 4 x 4 x 1/4	N/A	6500
C	40' - 60'	20.00' - 18.00'	4-1/2	L 3-1/2 x 3-1/2 x 1/4	N/A	5600
D	60' - 80'	18.00' - 16.00'	4-1/2	L 3-1/2 x 3-1/2 x 1/4	N/A	5400
E	80' - 100'	16.00' - 14.00'	4-1/4	L 3 x 3 x 1/4	N/A	4600
F	100' - 120'	14.00' - 12.00'	4	L 3 x 3 x 3/16	N/A	3700
G	120' - 140'	12.00' - 10.00'	4	L 3 x 3 x 3/16	N/A	3600
H	140' - 160'	10.00' - 8.00'	3-3/4	L 2-1/2 x 2-1/2 x 3/16	N/A	3000
I	160' - 180'	8.00' - 6.00'	3-1/2	L 2-1/2 x 2-1/2 x 3/16	N/A	2600
J	180' - 200'	6.00' - 4.00'	3-1/4	L 2 x 2 x 3/16	N/A	2200
K	200' - 220'	4.00'	2-1/2	1 SR	3/4 SR	1600
L	220' - 240'	4.00'	1-3/4	7/8 SR	3/4 SR	1000
M	240' - 250'	4.00'	1-3/4	3/4 SR	3/4 SR	400

MATERIAL SPEC CHART

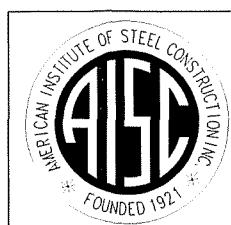
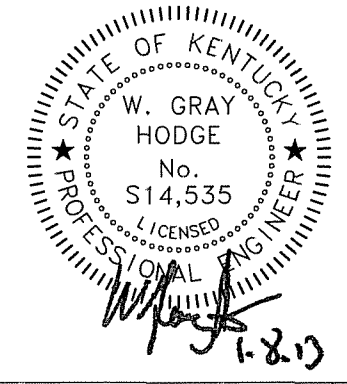
DESC.	MAT'L SPEC.	MIN. YIELD (ksi)
WELDED SECTIONS K - M		
LEGS	A-572 GRADE 50	50
INNER MEM.	A-36	36
FLANGE PL	A-572 GRADE 50	50
BOLTED X-BRACED SECTIONS A - J		
LEGS	A-572 GRADE 50	50
INNER MEM.	A-36	36
FLANGE PL	A-572 GRADE 50	50
LEG PAD PL	A-36	36

ANTENNA INFORMATION

ANTENNA	ELEVATION	LINE
(2) LPA-70080-8CFEDIN2	@ 245'	(12) 1-5/8
BXA-70080-8CFEDIN2		
(4) LPA-70080-8CFEDIN	@ 225'	(12) 1-5/8
(2) BXA-70080-8CFEDIN		
(12) LNX-6515DS-T4M	@ 205'	(12) 1-5/8
(12) LNX-6515DS-T4M	@ 185'	(12) 1-5/8
(12) LNX-6515DS-T4M	@ 165'	(12) 1-5/8
8' STD. DISH	@ 145'	1-5/8

DESIGN & DRAWING NOTES:

- 1) SOME DETAIL HAS BEEN OMITTED FOR CLARITY OF ILLUSTRATION.
- 2) TOWER DESIGNED FOR EXPOSURE C TO THE TIA-222-G.
- 3) TOWER IS DESIGNED FOR A 90 MPH BASIC WIND IN ACCORDANCE WITH THE TIA-222-G STANDARD.
- 4) TOWER IS DESIGNED FOR A 30 MPH BASIC WIND WITH 1" ICE. ICE IS CONSIDERED TO INCREASE IN THICKNESS WITH HEIGHT.
- 5) DEFLECTIONS ARE BASED UPON A 60 MPH WIND.
- 6) STRUCTURE CLASS-II, TOPOGRAPHIC CAT-1, CREST HEIGHT-0'.
- 7) TOWER IS DESIGNED FOR A CLIP-ON CLIMBING LADDER WITH A SAFETY CLIMB DEVICE.
- 8) TOWER DESIGNED FOR FEEDLINES TO BE MOUNTED AS SHOWN ON FEEDLINE DISTRIBUTION.
- 9) BOLTED SECTIONS A - J ARE 3-BAY X-BRACED. WELDED SECTIONS K & L ARE 6-BAY X-BRACED. WELDED SECTION M IS 3-BAY X-BRACED.



REV	DESCRIPTION	DATE	APP.	DRAWN	DATE
	J W L	10/18/12			
	CHECK				
	G D T.	10/18/12			
	APPROVAL				
	G.R.F.	10/18/12			

THIRD ANGLE PROJECTION

COMPANY CONFIDENTIAL INFORMATION CONTAINED HEREIN IS CONFIDENTIAL AND IS TO BE USED SOLELY FOR THE PURPOSE PROVIDED, AND IT IS NOT TO BE DISCLOSED TO OTHERS WITHOUT THE PRIOR WRITTEN CONSENT OF TOWER INNOVATIONS

TOLERANCES
 X± 3/32" ANGLES± 2'
 XX± 3/32" DRILLED HOLE± #1/32"
 XXX± 1/16" BURIED HOLE± #1/16"

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

Tower Innovations

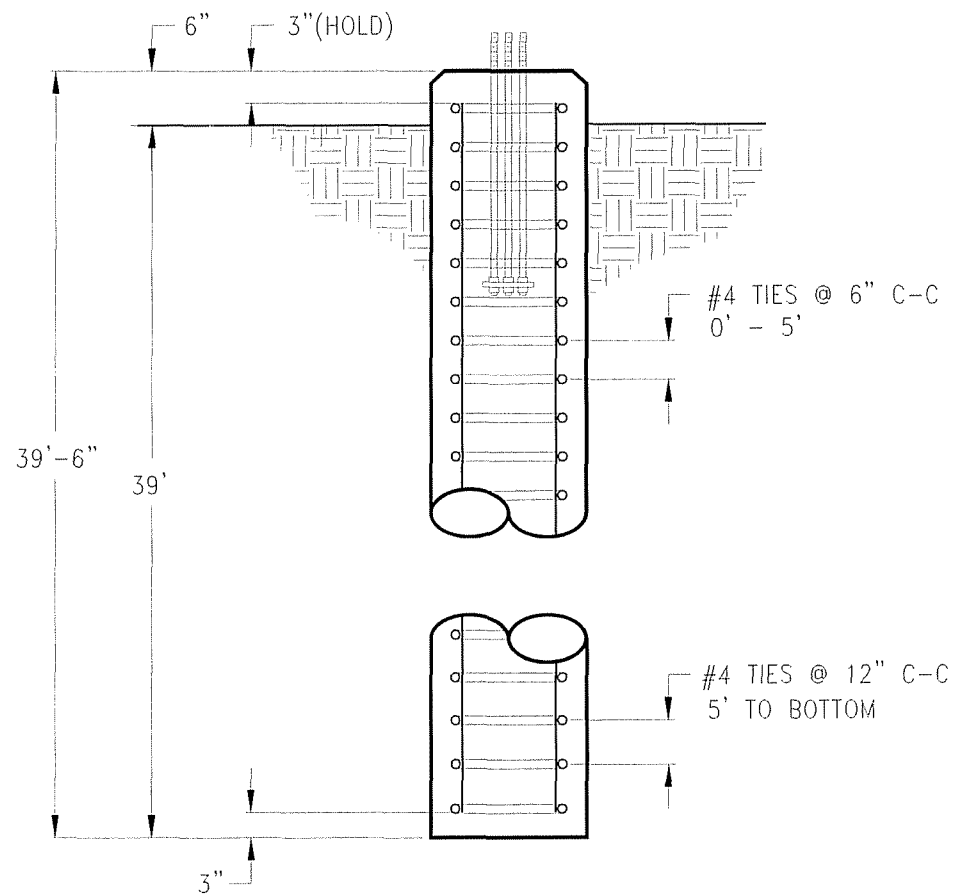
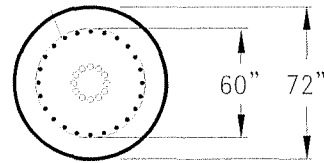
PH# (812) 853-0595
 FAX# (812) 853-6652
 2855 HIGHWAY 261
 NEWBURGH, IN 47630

TITLE
ELEVATION VIEW & MEMBER INFORMATION
 SYMSONIA, GRAVES COUNTY, KY

DWG NO
6015-T1 (120918.03r0)

DO NOT SCALE DRAWING

— VERTICAL REBAR EQUALLY SPACED
SEE REBAR CHART FOR VERTICAL
REBAR REQUIRED.



REBAR SPlicing CHART

BAR SIZE	SPLICE LENGTH
3	25"
4	33"
5	41"
6	49"
7	71"
8	81"
9	91"
10	102"
11	111"

SPLICING NOTES:

- 1) STAGGER ALL SPLICES.
- 2) SPLICE CHART IS BASED ON 4000 PSI CONCRETE AND CLASS B SPLICE.
- 3) SPLICE REBAR ONLY WHEN NECESSARY.

REBAR CHART (1)-CAISSON

REBAR	REBAR SIZE	REBAR LENGTHS	REBAR DIA.	pcs. OF REBAR	TOTAL FT.
VERTS	#9 GRADE 60	39'	N/A	24	936'
TIES	#4 GRADE 60	N/A	60"Ø	44	691'

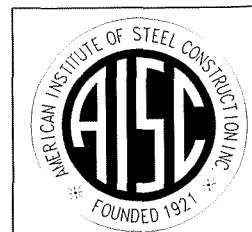
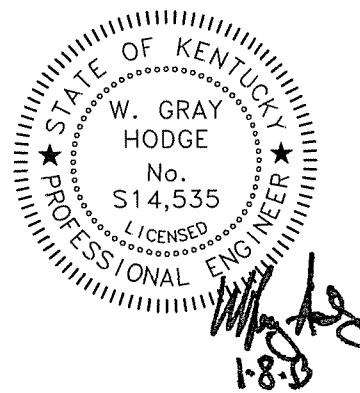
REBAR CHART (3)-CAISSONS

REBAR	REBAR SIZE	REBAR LENGTHS	REBAR DIA.	pcs. OF REBAR	TOTAL FT.
VERTS	#9 GRADE 60	39'	N/A	72	2,808'
TIES	#4 GRADE 60	N/A	60"Ø	132	2,073'

APPROXIMATE CONCRETE REQ'D PER CAISSON = 41.5 YD³
TOTAL CONCRETE = 124.5 YD³

NOTES:

- 1) ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ACI 301 AND ACI318.
- 2) THIS FOUNDATION IS DESIGNED TO CONFORM ACI 318-05 AND ANSI/TIA-222-G STANDARDS UTILIZING THE GEOTECHNICAL REPORT PREPARED BY GPD GROUP PROJECT NO. 2009036.22. A COPY SHALL BE PROVIDED TO THE FOUNDATION CONTRACTOR. SOIL CONDITIONS THAT DIFFER FROM THOSE DESCRIBED IN THE REPORT SHALL BE BROUGHT TO THE ATTENTION OF THE RESIDENT ENGINEER/INSPECTOR. ALL COMMENTS OR RECOMMENDATIONS REGARDING CONSTRUCTION TESTING OR CONSTRUCTION MONITORING SHALL BE STRICTLY FOLLOWED.
- 3) ALL CONCRETE SHALL BE 4000 PSI AT 28 DAYS. CYLINDERS SHALL BE PROPERLY CAST WITH COPIES OF THE TEST REPORTS GOING TO THE RESIDENT ENGINEER/INSPECTOR.
- 4) ALL ADMIXTURES MUST BE ADDED SEPARATELY INTO FRESH CONCRETE AND SUFFICIENTLY MIXED. A NON-CORROSIVE CONCRETE SET ACCELERATE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE C. A WATER REDUCING ADMIXTURE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE A.
- 5) ALL BACKFILL SHALL BE PLACED IN 9 INCH LIFTS AND COMPACTED TO A MINIMUM OF 95 PERCENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY AS MEASURED BY ASTM D-698 UNLESS MORE STRINGENT COMPACTION IS REQUIRED BY THE SOIL REPORT.
- 6) MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
- 7) CROWN TOP OF PIER FOR DRAINAGE AND CHAMFER ALL EXPOSED CONCRETE EDGES 1 INCH.
- 8) SEE TEMPLATE DRAWING & TEMPLATE DESIGN CHART FOR TOWER LAYOUT DIMENSIONS. USE OF TEMPLATE IS REQUIRED TO INSURE PROPER LOCATION AND ORIENTATION OF ANCHOR BOLTS.
- 9) GROUNDWATER MAY BE ENCOUNTERED.



REV #	DESCRIPTION	DATE	APP	DRAWN	DATE
				J.W.L.	10/19/12
				CHECK	DATE
				G.D.T.	10/19/12
				APPROVAL	DATE
				G.R.F.	10/19/12

TOLERANCES	UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN:
X± 3/32" ANGLES± 2'	INCHES
.XX± 3/32" DRILLED HOLE± #1/32"	
.XXX± 1/16" BURNED HOLE± #1/16"	

Tower Innovations
PH# (812) 853-0595
FAX# (812) 853-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

TITLE
CAISSON FOUNDATION DESIGN
SYMSONIA, GRAVES COUNTY, KY

DWG NO
6015-F1 (120918.03r0)

DO NOT SCALE DRAWING



GPD# 2009036.22
November 1, 2012

GEOTECHNICAL REPORT

Verizon Wireless Number: 2009371831
Verizon Wireless Site Name: SYMSONIA

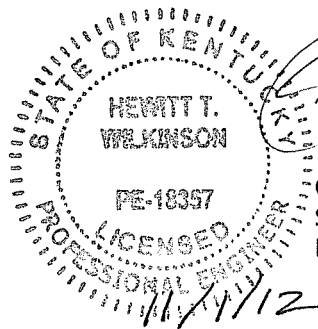
Site Data: Race Track Road
Symsonia (Graves County), Kentucky 42082
Latitude 36° 55' 12.84" N, Longitude 88° 32' 02.17" W
Proposed 250-ft Self-Support Tower

GPD Group is pleased to submit this **Geotechnical Report** for the aforementioned tower. The purpose of the following report is to summarize the soil/rock conditions encountered during the subsurface exploration at this site and provide geotechnical engineering parameters for design of the proposed tower foundation system. Recommendations for site preparation, construction procedures and quality control were beyond the scope of this study, but can be provided upon request.

We at *GPD Group* appreciate the opportunity to provide continuing professional services to you. Please feel free to contact us with any questions or if you need additional assistance.

Respectfully Submitted,

Jordan Kirkendoll, E.I.T.
Engineer



Chip Wilkinson, P.E.
Senior Project Manager
Kentucky P.E. License #18357

Attachments: Site Location Map
Satellite Photograph
Topographic Map
Boring Log

DOCUMENTS REVIEWED

Document	Prepared By	Project No.	Date
Site Plans	GPD Group	2009036.22	January 13, 2012

BASE REACTIONS

Base reactions were not available for this writing.

GEOTECHNICAL RECOMMENDATIONS

Based on the results of this study, it is our opinion that drilled shafts (Caissons) would be appropriate for support of the proposed self-support tower. The following net design parameters may be used to design the proposed foundation system. A factor of safety of 2 and 3 should be applied to the ultimate skin friction and bearing pressure values provided below, respectively. The cohesion, internal angle of friction and unit weight parameters given in the following table are based on the results of the sample boring, published values and our past experience with similar soil/rock types. These values should, therefore, be considered approximate.

Ultimate Design Parameters

Depth (feet)	Soil/Rock Description	Unit Weight (pcf)	Average N-Value (bpf)	Ultimate Skin Friction Uplift/Tension (psf)	Ultimate Skin Friction Compression (psf)	Ultimate Bearing Pressure (psf)	Internal Angle of Friction (Degrees)	Cohesion (psf)
0 – 3	Silty clay	120	-	Ignore	Ignore	Ignore	-	-
3 – 5	Medium stiff silty clay	120	-	350	500	3,000	0	500
5 – 12	Very stiff to stiff silty clay	120	17	1,000	1,500	9,000	0	1,500
12 – 17	Medium stiff silty clay	120	6	500	750	4,500	0	750
17 – 23	Stiff silty clay	120	11	700	1,000	9,000	0	1,000
23 – 28	Very stiff silty clay	125	16	1,000	1,500	12,000	0	1,500
28 – 35	Very stiff silty clay	125	22	1,350	2,000	18,000	0	2,000
35 – 40.5	Very stiff silty clay	125	28	1,600	2,500	18,000	0	2,500

GEOTECHNICAL EXPLORATION

Drilling and soil sampling was performed by Richard Simmons Drilling Co., Inc. using a truck-mounted CME-75 drill rig with hollow-stem augers. One (1) sample boring was drilled near the proposed tower foundation location to a depth of forty and one-half (40.5) feet. Representative samples were obtained by the split-barrel sampling procedure in general accordance with appropriate ASTM standards. In the split-barrel sampling procedure, the number of blows required to advance a standard 2-inch O.D. split-barrel sampler the last 12 inches of the typical total 18-inch penetration by means of a 140-pound hammer with a free fall of 30 inches, is the standard penetration resistance value (N). Sampling depths and penetration distance, plus the standard penetration resistance values, are shown

on the attached boring log. The samples were sealed and mailed to our office for soil classification in general accordance with appropriate ASTM standards.

The subsurface conditions encountered at the boring location are indicated on the attached boring log. The stratification boundaries on the boring log represent the approximate location of changes in soil/rock types; in-situ, the transition between materials may be gradual. The boring log includes 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 field log by a Senior Geotechnical Engineer.

SOIL RESISTIVITY

Resistivity values were obtained using the Wenner 4-electrode method in accordance with ASTM G57-06. Testing was performed on one (1) composite sample of silty clay obtained between 5 to 8 feet below grade near the proposed tower foundation. Based on the test results, the soil resistivity at this site was on the order of 3,200 ohm-cm.

GROUNDWATER

Groundwater was not encountered during drilling operations as noted on the attached boring log. It should be noted that fluctuations in the groundwater level can occur and perched water can develop over low permeability soil or rock strata following periods of heavy or prolonged precipitation. Long term monitoring in cased holes or piezometers would be necessary to accurately evaluate the potential range of groundwater conditions on the site.

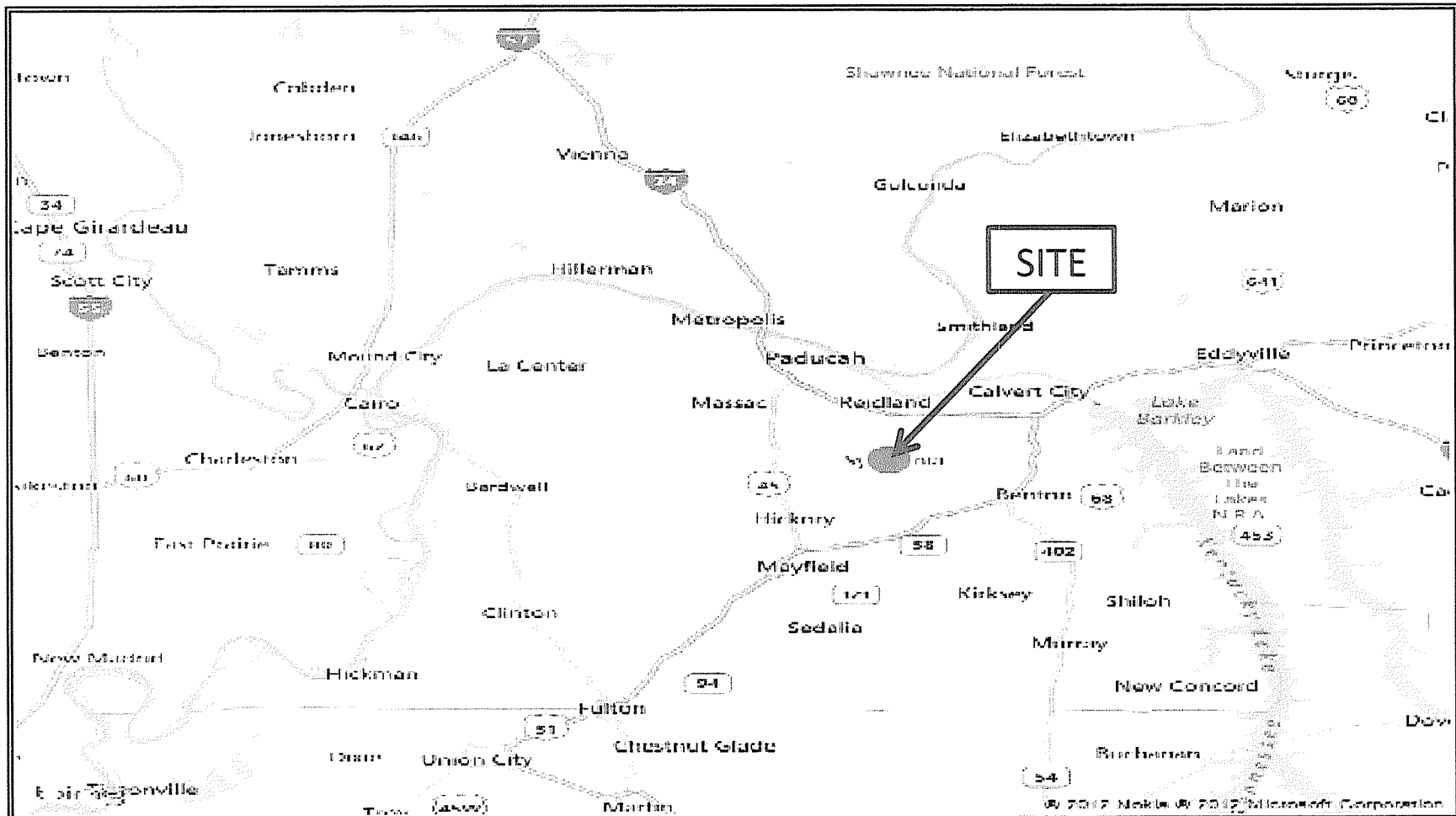
QUALIFICATIONS

The analysis and recommendations presented in this report are based upon the data obtained from the boring performed at this site 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.

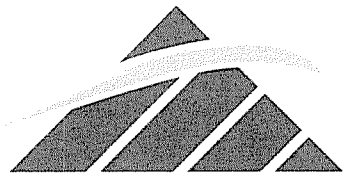
In the event the subsurface conditions are found to vary from those encountered in the sample boring and presented in this report, our office should be contacted immediately while the construction crew is still on-site to review the new information and provide supplemental foundation recommendations, if warranted.

This report has been prepared for the exclusive use of **Verizon Wireless** for specific application to the project discussed herein and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, either expressed or implied, are intended or made. In the event that changes in the nature or design as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless **GPD Group** reviews the changes and either verifies or modifies the conclusions of this report in writing.

The scope of services for this project does not include either specifically or by implication any environmental assessment of the site or identification of contaminated or hazardous materials or conditions. If the owner is concerned about the potential for such contamination, other studies should be undertaken.



© 2012 Nokia © 2012 Microsoft Corporation

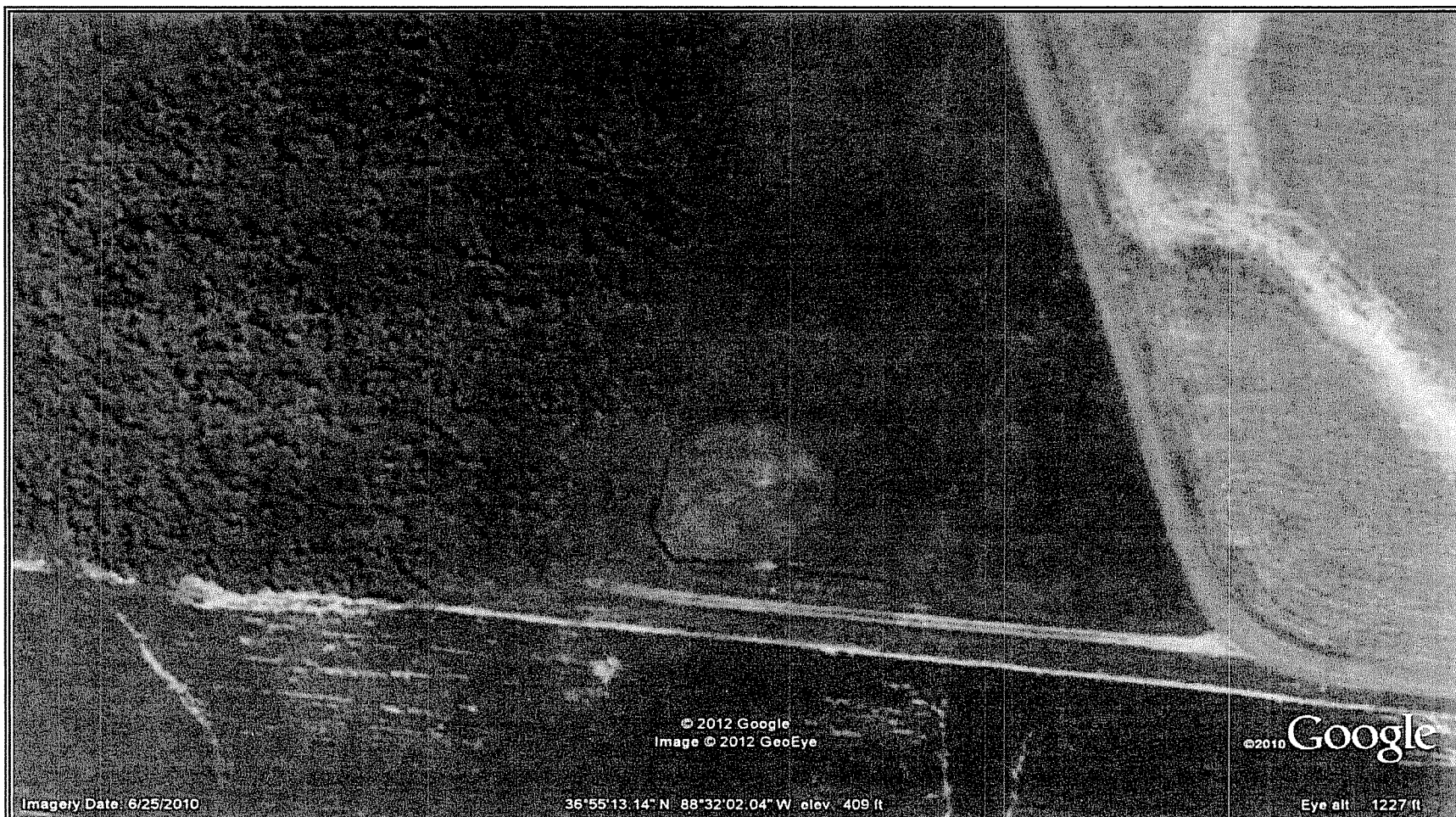


GPD GROUP®

Glaus, Pyle, Schomer, Burns & DeHaven, Inc.

SITE LOCATION MAP

SITE NAME:	SYMSONIA
SITE NO:	2009371831
GPD PROJECT NO:	2009036.22
DATE:	September 2012



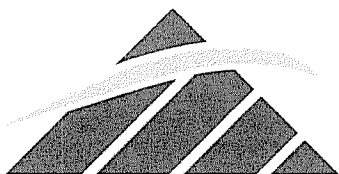
© 2012 Google
Image © 2012 GeoEye

©2010 Google

Imagery Date: 6/25/2010

36°55'13.14" N 88°32'02.04" W elev. 409 ft

Eye alt 1227 ft

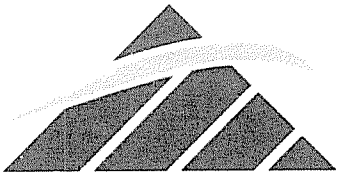
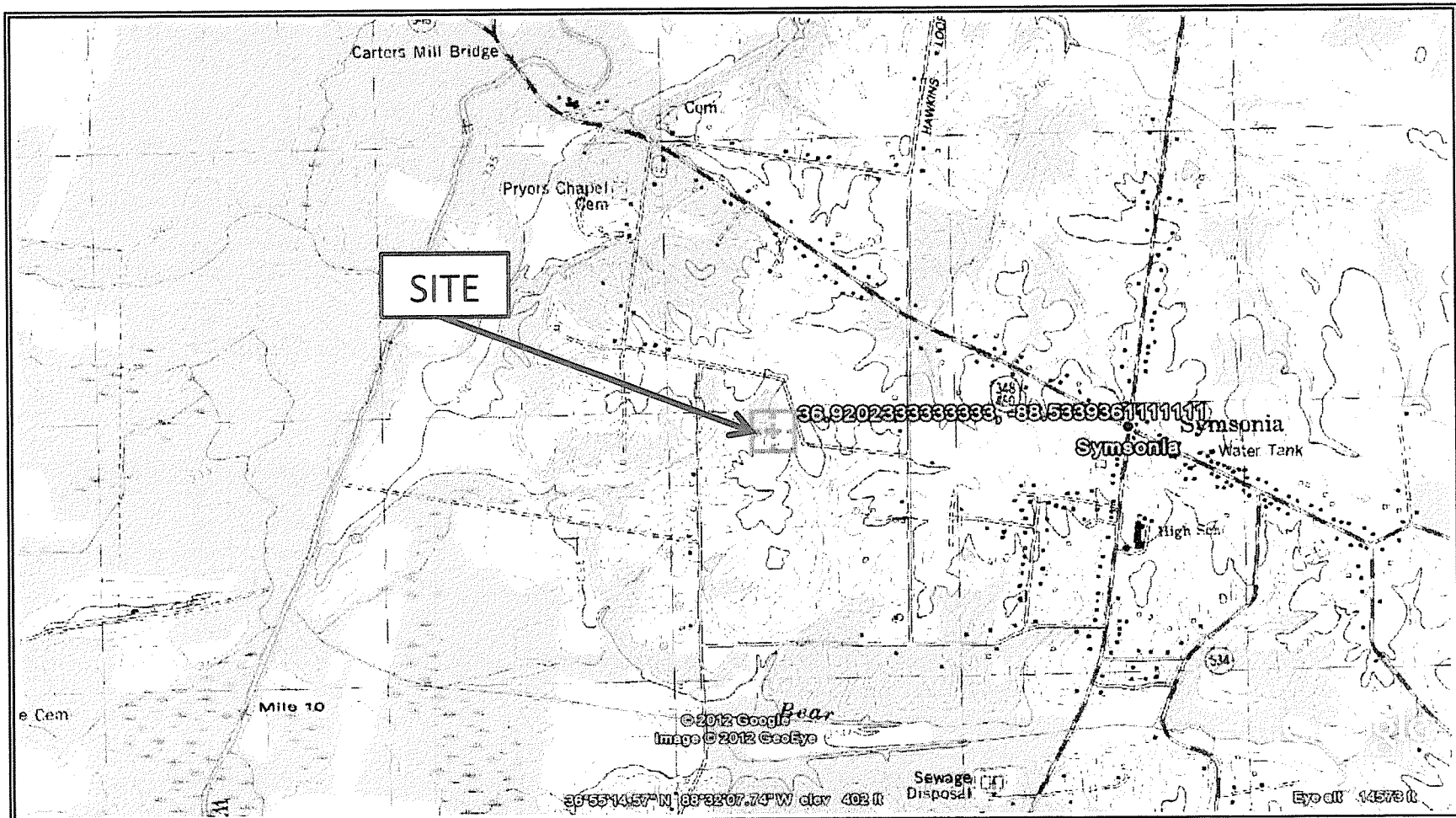


GPD GROUP[®]

Glaus, Pyle, Schomer, Burns & DeHaven, Inc.

SATELLITE PHOTOGRAPH

SITE NAME:	SYMSONIA
SITE NO:	2009371831
GPD PROJECT NO:	2009036.22
DATE:	September 2012



GPD GROUP[®]
 Glaus, Pyle, Schomer, Burns & DeHaven, Inc.

TOPOGRAPHIC MAP

SITE NAME:	SYMSONIA
SITE NO:	2009371831
GPD PROJECT NO:	2009036.22
DATE:	September 2012



GPD Group
 2718 River Green Circle
 Louisville, KY 40206
 Telephone: (502) 259-0800
 Fax: (502) 259-0819

Boring Number: B-1

PAGE 1 OF 1

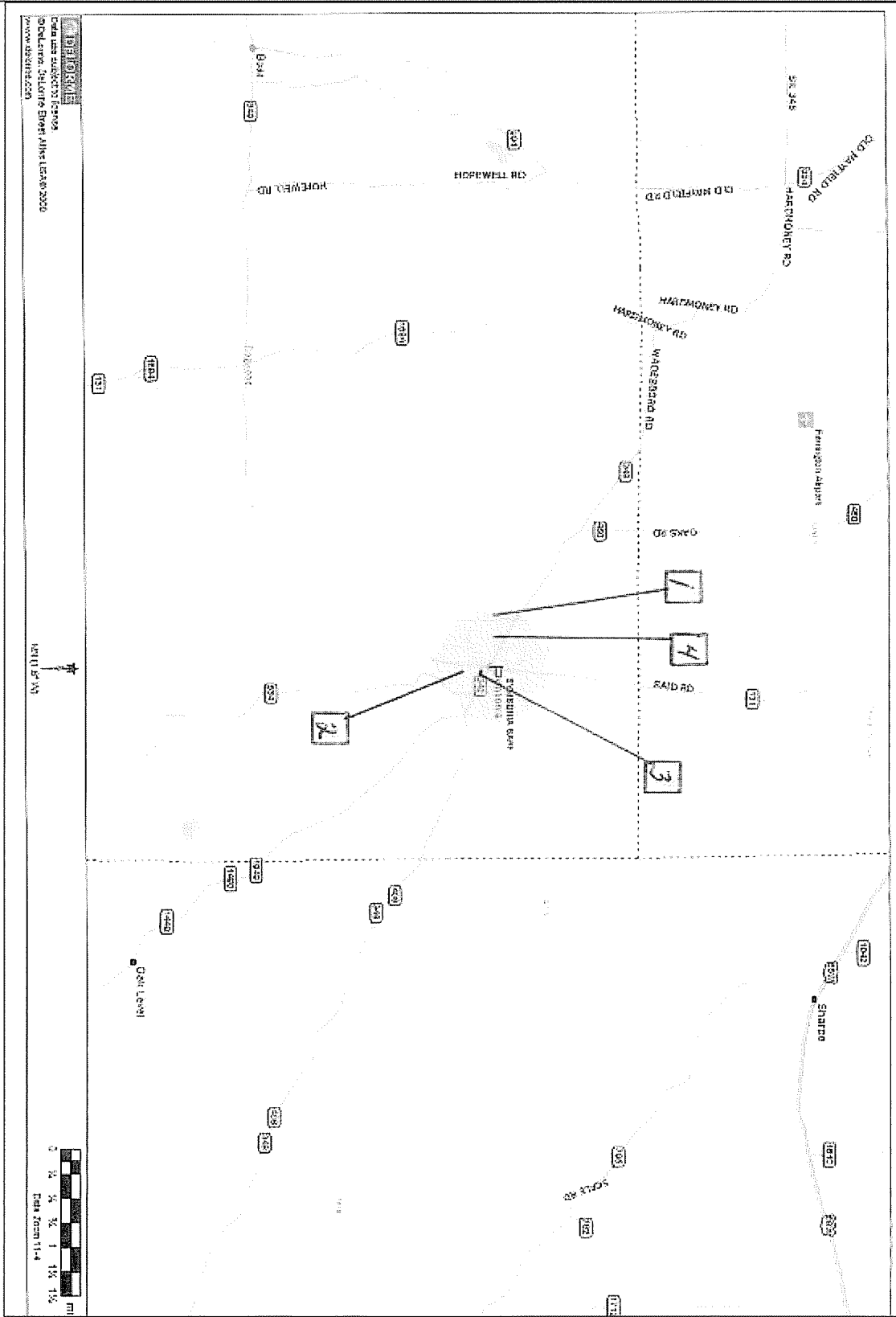
CLIENT Verizon PROJECT NAME SYMSONIA
 PROJECT NUMBER 2009036.22 PROJECT LOCATION Symsonia, Kentucky
 DATE STARTED August 30, 2012 COMPLETED August 30, 2012 GROUND ELEVATION _____ HOLE SIZE _____
 DRILLING CONTRACTOR Richard Simmons Drilling Co. GROUND WATER LEVELS:
 DRILLING METHOD Hollow Stem Auger AT TIME OF DRILLING --- DRY
 LOGGED BY Ricky Rodriguez CHECKED BY Chip Wilkinson AT END OF DRILLING --- DRY
 NOTES _____

GEO TECH BH COLUMNS - GINT STD US LAB.GDT - 9/11/12 16:56 - C:\USERS\PRODRIQUEZ\DOCUMENTS\GINT PROJECT\SYMSONIA.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		Medium Stiff To Very Stiff brown SILTY CLAY (CL) with trace sand										
5		Very Stiff below 5 feet	SS 1	100	7-10-10 (20)			21				
		Stiff below 8 feet	SS 2	100	6-7-10 (17)	2.50		20	32	20	12	
			SS 3	100	5-5-9 (14)	3.00		21				
10		Medium Stiff below 12 feet										
15		Stiff below 17 feet	SS 4	100	4-3-3 (6)	2.75		27				
20		Very Stiff below 23 feet	SS 5	100	4-6-5 (11)	2.75		25				
25			SS 6	100	7-8-8 (16)	2.50		15				
30		Light brown and gray below 29 feet	SS 7	100	6-9-12 (21)	2.50		19				
35			SS 8	100	7-9-15 (24)	2.50		23				
40		Reddish Brown below 39 feet	SS 9	100	6-10-18 (28)	4.00		26				

Boring terminated at 40.5 feet

PROPOSED / REJECTED SITES MAP



F



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
2601 Meacham Boulevard
Fort Worth, TX 76137

Aeronautical Study No.
2012-ASO-7903-OE

Issued Date: 09/20/2012

Mikhail Raznobriadsev
Kentucky RSA No. 1 Partnership
1120 Sanctuary Prkwy
Suite 150 GASA5REG
Alpharetta, GA 30004

**** 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 Symsonia
Location:	Symsonia, KY
Latitude:	36-55-12.84N NAD 83
Longitude:	88-32-02.17W
Heights:	406 feet site elevation (SE) 264 feet above ground level (AGL) 670 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/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 03/20/2014 unless:

- the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- extended, revised, or terminated by the issuing office.
- 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 E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

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.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

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

If we can be of further assistance, please contact our office at (847) 294-8084. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2012-ASO-7903-OE.

Signature Control No: 170873246-173549779

(DNE)

Carole Bernacchi
Technician

Attachment(s)
Frequency Data

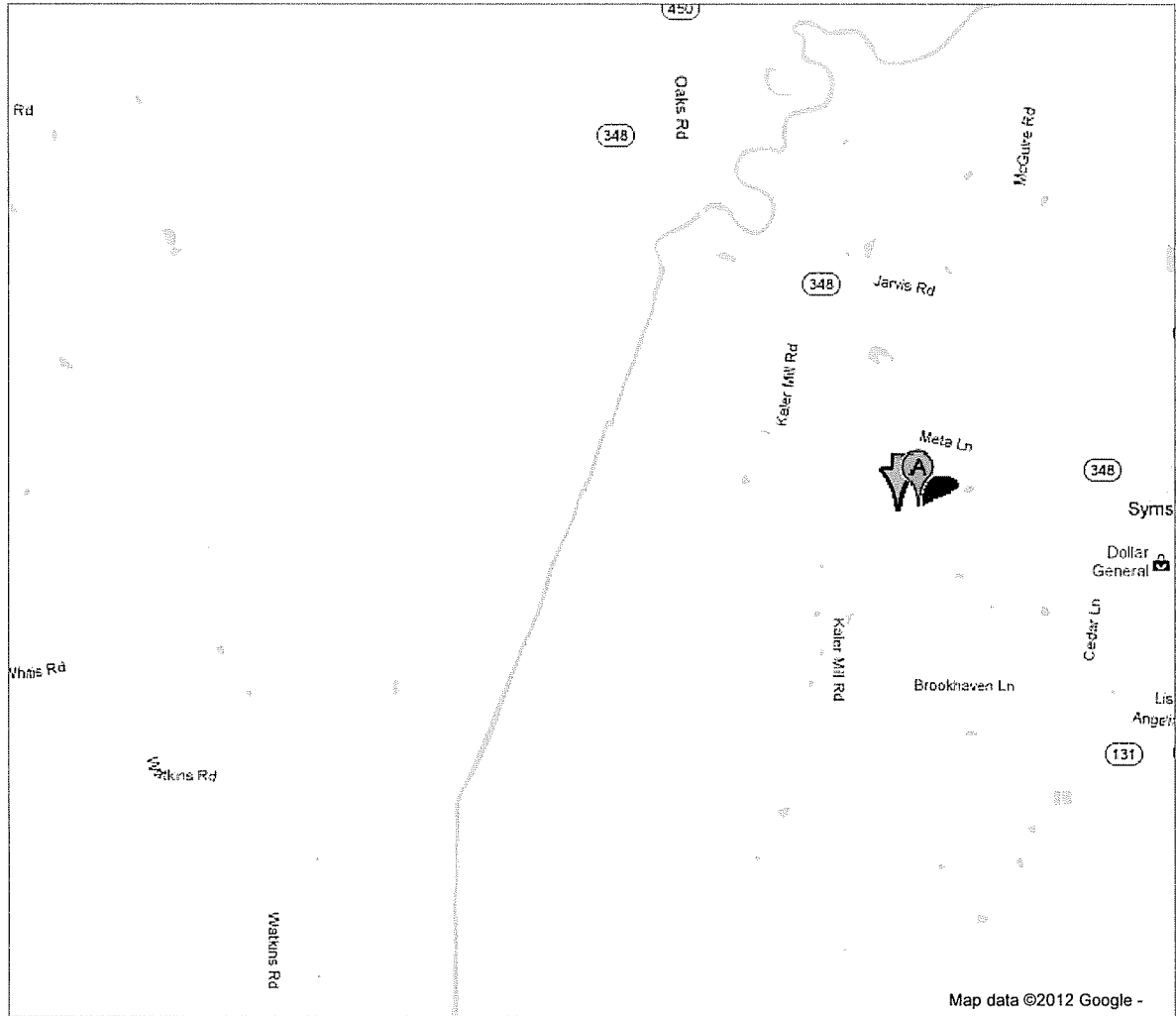
cc: FCC

Frequency Data for ASN 2012-ASO-7903-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
698	806	MHz	1000	W
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

Google

To see all the details that are visible on the screen, use the "Print" link next to the map.



G

Kentucky Transportation Cabinet, Kentucky Airport Zoning Commission, 90 Airport Rd, Bldg 400, Frankfort, KY 40601

Kentucky Aeronautical Study Number

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

INSTRUCTIONS INCLUDED

1. APPLICANT -- Name, Address, Telephone, Fax, etc.

Verizon Wireless
1120 Sanctuary Parkway
Suite 150 GASAS REG
Alpharetta, Georgia 30004

9. Latitude: 36° 55' 12.84"

10. Longitude: 088° 32' 02.17"

11. Datum: NAD83 NAD27 Other _____

12. Nearest Kentucky City: Mayfield County Graves

13. Nearest Kentucky Public Use or Military Airport:
M25

14. Distance from #13 to Structure: _____

15. Direction from #13 to Structure: 56804.06 Feet

16. Site Elevation (AMSL): 406 Feet

17. Total Structure Height (AGL): 264 Feet

18. Overall Height (#16 + #17) (AMSL): 670 Feet

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

20. Description of Location: (Attach USGS 7.5 minute Quadrangle Map or an Airport Layout Drawing with the precise site marked and any certified survey.)

2. Representative of Applicant -- Name, Address, Telephone, Fax

3. Application for: New Construction Alteration Existing

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

5. Work Schedule: Start _____ End _____

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

7. Marking/Painting and/or Lighting Preferred:

- Red Lights & Paint
- Dual - Red & Medium Intensity White
- White - Medium Intensity
- Dual - Red & High Intensity White
- White - High Intensity
- Other _____

8. FAA Aeronautical Study Number _____

21. Description of Proposal:

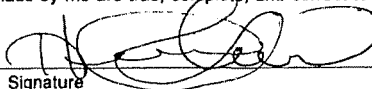
Verizon Wireless proposes to construct a 264' self support structure at the coordinates and heights provided.

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

No Yes, When _____

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

Heidi L. Carrero - Regulatory
Printed Name & Title


Signature

12/10/2012
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). Noncompliance with Federal Aviation Administration Regulations may result in further penalties.

Commission Action:

Chairperson, KAZC

Administrator, KAZC

Approved

Disapproved

Date: _____

(M C B R A Y E R)
McBrayer, McGinnis, Leslie & Kirkland, PLLC

ATTORNEYS AT LAW

W. BRENT RICE
BRICE@MMLK.COM

201 EAST MAIN STREET, SUITE 1000
LEXINGTON, KENTUCKY 40507
(859) 231-8780 EXT. 115
FAX: (859) 231-6518

January 24, 2013

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Hon. Tony Smith
Graves County Judge Executive
101 East South Street
Mayfield, KY 42066

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2013-00023 (The Symsonia Facility)**

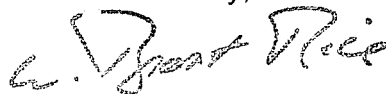
Dear Judge Smith:

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The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. Your initial communication to the Commission must be received by the Commission within 20 days of the date of this letter as shown above.

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to **Case No. 2013-00023** in your correspondence. If I can be of assistance to you, please do not hesitate to call me.

Sincerely,



W. Brent Rice

WBR/dkw
Enclosure

(M C B R A Y E R)
McBrayer, McGinnis, Leslie & Kirkland, PLLC

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LEXINGTON, KENTUCKY 40507
(859) 231-8780 EXT. 115
FAX: (859) 231-6518

January 24, 2013

Via Certified Mail, Return Receipt Requested

Lillard Dunn, Jr.
77 Tanna Shae Lane
Symsonia, KY 42082

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2013-00023 (The Symsonia Facility)**

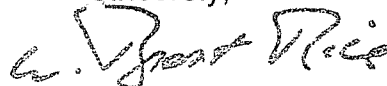
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W. Brent Rice
Counsel for Kentucky RSA No. 1
Partnership d/b/a Verizon Wireless

WBR/dkw
Enclosure

(M C B R A Y E R)

McBrayer, McGinnis, Leslie & Kirkland, PLLC

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BRICE@MMLK.COM

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LEXINGTON, KENTUCKY 40507
(859) 231-8780 EXT. 115
FAX: (859) 231-6518

January 24, 2013

Via Certified Mail, Return Receipt Requested

Ronnie J. and Carla Peck
557 McGuire Road
Symsonia, KY 42082

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2013-00023 (The Symsonia Facility)**

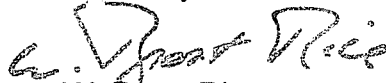
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LEXINGTON, KENTUCKY 40507
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FAX: (859) 231-6518

January 24, 2013

Via Certified Mail, Return Receipt Requested

Terry Joe Peck
531 McGuire Road
Symsonia, KY 42082

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2013-00023 (The Symsonia Facility)**

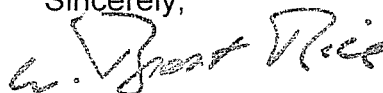
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LEXINGTON, KENTUCKY 40507
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January 24, 2013

Via Certified Mail, Return Receipt Requested

John and Tammy Brooks
493 McClure Road
Symsonia, KY 42082

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2013-00023 (The Symsonia Facility)**


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LEXINGTON, KENTUCKY 40507
(859) 231-8780 EXT. 115
FAX: (859) 231-6518

January 24, 2013

Via Certified Mail, Return Receipt Requested

Symco, Inc.
Route 1
Mayfield, KY 42066

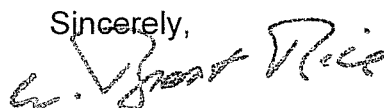
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January 24, 2013

Via Certified Mail, Return Receipt Requested

David and Devona Lyles
PO Box 123
Symsonia, KY 42082

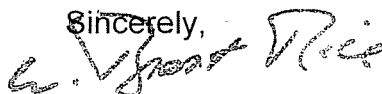
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January 24, 2013

Via Certified Mail, Return Receipt Requested

Robert and Wilma Johnson
420 McGuire Road
Symsonia, KY 42082

**RE: Public Notice – Public Service Commission of Kentucky
Case No. 2013-00023 (The Symsonia Facility)**

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LEXINGTON, KENTUCKY 40507
(859) 231-8780 EXT. 115
FAX: (859) 231-6518

January 24, 2013

Via Certified Mail, Return Receipt Requested

Kenneth & Jill Bugg
107 Meta Lane
Symsonia, KY 42082

**RE: Public Notice – Public Service Commission of Kentucky
Case No. 2013-00023 (The Symsonia Facility)**

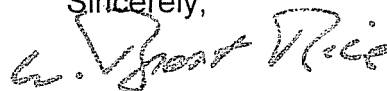
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LEXINGTON, KENTUCKY 40507
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FAX: (859) 231-6518

January 24, 2013

Via Certified Mail, Return Receipt Requested

Christy Riley
151 Tanna Shae Lane
Symsonia, KY 42082

**RE: Public Notice – Public Service Commission of Kentucky
Case No. 2013-00023 (The Symsonia Facility)**

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Partnership d/b/a Verizon Wireless

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Enclosure

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LEXINGTON, KENTUCKY 40507
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FAX: (859) 231-6518

January 24, 2013

Via Certified Mail, Return Receipt Requested

Eldon and Claire Hofer
181 Tanna Shae Lane
Symsonia, KY 42082

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2013-00023 (The Symsonia Facility)**

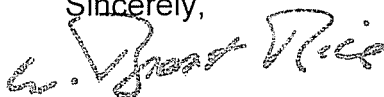
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LEXINGTON, KENTUCKY 40507
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January 24, 2013

Via Certified Mail, Return Receipt Requested

Cedar Ridge Development
645 Weatherwood Road
Symsonia, KY 42082

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2013-00023 (The Symsonia Facility)**

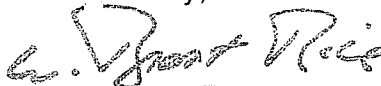
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LEXINGTON, KENTUCKY 40507
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January 24, 2013

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Graves County Fiscal Court
101 East South Street
Mayfield, KY 42066

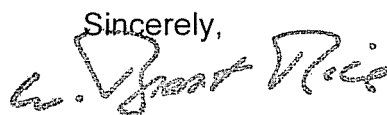
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LEXINGTON, KENTUCKY 40507
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FAX: (859) 231-6518

January 24, 2013

Via Certified Mail, Return Receipt Requested

Robert L. and Charolette Ballard
2359 Kaler Mill Road
Symsonia, KY 42082

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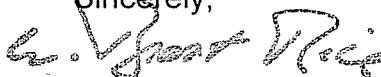
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Boyce W. and Sandra Faye Crowley
121 Tanna Shae Lane
Symsonia, KY 42082

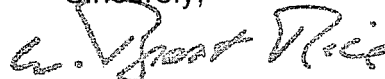
**RE: Public Notice – Public Service Commission of Kentucky
Case No. 2013-00023 (The Symsonia Facility)**

Dear Property Owner:

Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 250' self-supporting tower including attached antennas and an equipment shelter to be located on Race Track Road, Symsonia, Graves County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility or are a contiguous property owner.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. Your initial communication the Commission must be received by the Commission within 20 days of the date of this letter as shown above.

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to **Case No. 2013-00023** in your correspondence.

Sincerely,


W. Brent Rice
Counsel for Kentucky RSA No. 1
Partnership d/b/a Verizon Wireless

WBR/dkw
Enclosure

LAND LEASE AGREEMENT

This Agreement, made this 12 day of Oct, 2012 between Graves County, Kentucky, with its principal offices located at 101 East South Street, Mayfield, Kentucky, 42066, hereinafter designated LESSOR and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at Race Track Road and McGuire Road, Symsonia, Graves County, Kentucky, and being described as a 100' by 100' parcel containing ten thousand (10,000) square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a thirty (30') foot wide right-of-way extending from the nearest public right-of-way, Race Track Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of Graves County as 131.00.00.169.00 and is further described in Deed Book 237 at Page 141 as recorded in the Office of Graves County Court Clerk's Office.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM: RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of _____, to be paid in equal monthly installments on the first day of the month, in advance, to Graves County Fiscal Court or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE commences installation of

the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for five (5) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to _____; the annual rental for the second (2nd) five (5) year extension term shall be increased to _____; the annual rental for the third (3rd) five (5) year extension term shall be increased to _____; the annual rental for the fourth (4th) five (5) year extension term shall be increased to _____ the annual rental for the fifth (5th) five (5) year extension term shall be increased to _____.

6. ADDITIONAL EXTENSIONS. If at the end of the fifth (5th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or

partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be

due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then

existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's

assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Graves County, Kentucky
101 East South Street
Mayfield, Kentucky, 42066

LESSEE: Kentucky RSA No. 1 Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement

shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR

has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of 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 conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (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 in any way related to: a) 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 concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

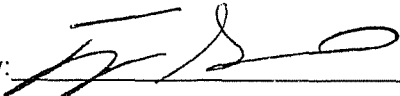
35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]
[SIGNATURE PAGE IMMEDIATELY FOLLOWS.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

Graves County, Kentucky

By: 
Its: County Judge Executive
Date: 10.25.11

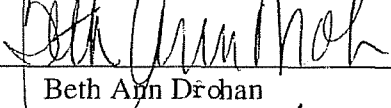
WITNESS

Codie Courtney

LESSEE:

**Kentucky RSA No. 1 Partnership d/b/a
Verizon Wireless**

**By Cellco Partnership, Its General
Partner**

By: 
Beth Ann Drchan

Its: Area Vice President Network

Date: 10/10/11

WITNESS

Exhibit "A"

(Sketch of Premises within Property)

NOTE: Denoted location of Center of Tower represents an approximate location of the tower's location within the Lease Area. The approximate location represented on this drawing is not necessarily a final location,

[INTENTIONALLY OMITTED]

Exhibit B

Survey of Property

NOTE: Denoted location of Center of Tower represents an approximate location of the tower's location within the Lease Area. The approximate location represented on this drawing is not necessarily a final location.



SCALE: 1"=60'

NORTH IS BASED ON KENTUCKY STATE PLANE COORDINATE SYSTEM SOUTH ZONE AND WAS DETERMINED BY COMPUTATION FROM C.P.S. OBSERVATION ON DECEMBER 12, 2011

△ CENTER OF TOWER COORDINATE POINT LOCATION
NAD 1983
LATITUDE: 36°55'12.84215" N
LONGITUDE: 88°32'02.16650" W
NAVD 1988
SITE ELEVATION: 405.84 AMSL

STATE OF KENTUCKY
RALPH M. WALLEM
2195
REGISTERED
LAND SURVEYOR

LAND SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS PLAN 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.
Ralph M. Wallem
RALPH M. WALLEM PLS NO. 2195
OWNER APPROVAL: _____ DATE _____
VERIZON WIRELESS APPROVAL: _____ DATE _____



BENCHMARK SERVICES, INC.
Consulting Engineers
Land Surveyors
318 North Main Street
P.O. Box 5
Huntingburg, Indiana 47542
Phone: (812) 683-3049
Fax: (812) 683-2040
e-mail: benchmark@insightbb.com

(LANDOWNER)
GRAVES COUNTY, KENTUCKY
101 EAST SOUTH STREET
MAYFIELD, KENTUCKY 42066

IRON PIN (FOUND)

CENTER OF TOWER COORDINATE POINT LOCATION
NORTH1866088.394
EAST1826709.878
ELEV:405.84

100'x100'
LEASE AREA

15224.8 SQ. FT.
0.35 ACRES

BENCHMARK #1
IRON PIN (CP#102)
NORTH1865994.587
EAST1826643.148
ELEV:407.41

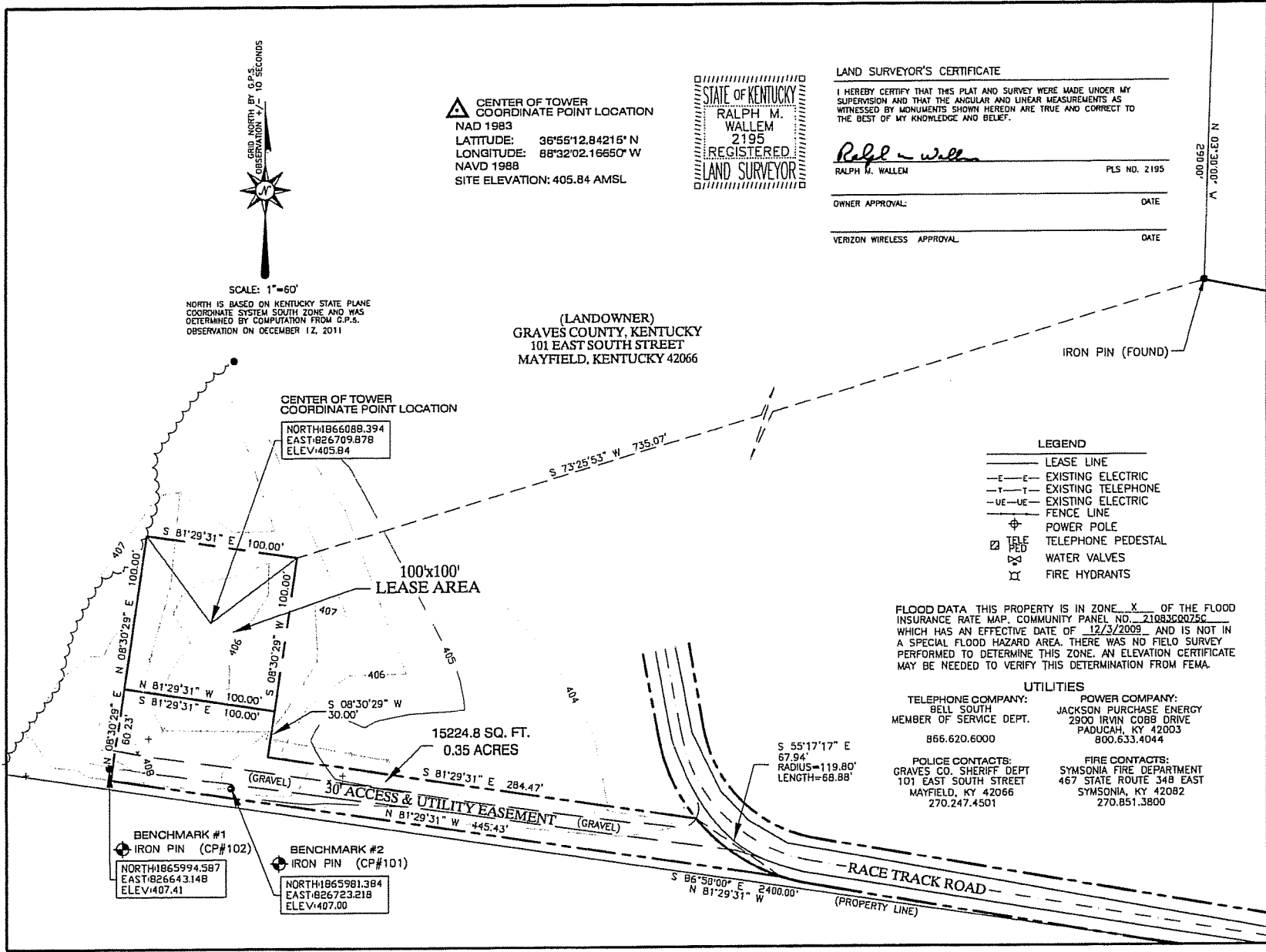
BENCHMARK #2
IRON PIN (CP#101)
NORTH1865981.384
EAST1826723.218
ELEV:407.00

- LEGEND
- LEASE LINE
 - E-E- EXISTING ELECTRIC
 - T-T- EXISTING TELEPHONE
 - UE-UE- EXISTING ELECTRIC
 - FENCE LINE
 - ⊕ POWER POLE
 - ⊗ TELE PED TELEPHONE PEDESTAL
 - ⊕ WATER VALVES
 - ⊕ FIRE HYDRANTS

FLOOD DATA THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 2108300075C WHICH HAS AN EFFECTIVE DATE OF 12/3/2009 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. THERE WAS NO FIELD SURVEY PERFORMED TO DETERMINE THIS ZONE. AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION FROM FEMA.

UTILITIES
TELEPHONE COMPANY: BELL SOUTH MEMBER OF SERVICE DEPT. 866.620.6000
POWER COMPANY: JACKSON PURCHASE ENERGY 2900 IRVIN COBB DRIVE PADUCAH, KY 42003 800.633.4044
POLICE CONTACTS: GRAVES CO. SHERIFF DEPT 101 EAST SOUTH STREET MAYFIELD, KY 42066 270.247.4501
FIRE CONTACTS: SYMSONIA FIRE DEPARTMENT 467 STATE ROUTE 348 EAST SYMSONIA, KY 42082 270.851.3800

SITE NUMBER:	SYMSONIA
SITE NAME:	SYMSONIA
SITE ADDRESS:	RACE TRACK RD & McGUIRE RD, SYMSONIA, KY 42082
LEASE AREA:	10,000 SQ. FT.
PROPERTY OWNER:	GRAVES COUNTY, KENTUCKY 101 EAST SOUTH STREET MAYFIELD, KENTUCKY 42066
PARCEL:	33 ACRES
COUNTY:	GRAVES COUNTY
SOURCE OF TITLE:	
LATITUDE:	36°55'12.84215" N
LONGITUDE:	88°32'02.16650" W
DWG BY:	GVW
CHKD BY:	RMMW
DATE:	12.21.11
NO. REVISION/ISSUE:	DATE:
TITLE:	SURVEY PLAN
SHEET:	C-2





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.

Ralph M. Wallem
 RALPH M. WALLEM PLS NO. 2195

OWNER APPROVAL: _____ DATE _____

VERIZON WIRELESS APPROVAL: _____ DATE _____

DESCRIPTION OF LEASE AREA

COMMENCING AT A POINT IN THE EAST RIGHT OF WAY LINE OF CLARK RIVER ROAD, GRAVES COUNTY, KENTUCKY SAID COMMENCING POINT BEING THE SOUTHWEST CORNER OF THE ORIGINAL TRACT CONVEYED TO SYMCO CORPORATION, AND ALSO BEING THE NORTHWEST CORNER OF THE CLAUDE BUGG PROPERTY; THENCE RUNNING SOUTH 86 DEGREES 50 MINUTES EAST 2400.00 FEET (DEED BEARING AND DISTANCE) SOUTH 81 DEGREES 29 MINUTES 31 SECONDS EAST (KENTUCKY COORDINATES STATE PLANE) AND BASIS OF BEARING FOR THIS LEASE AREA DESCRIPTION; THENCE NORTH 01 DEGREES 50 MINUTES 29 SECONDS EAST 30.20 FEET; THENCE NORTH 81 DEGREES 29 MINUTES 31 SECONDS WEST 329.20 FEET; THENCE NORTH 09 DEGREES 13 MINUTES 29 SECONDS EAST 425.90 FEET; THENCE NORTH 79 DEGREES 02 MINUTES 31 SECONDS WEST 504.00 FEET TO AN IRON PIN FOUND THIS SURVEY AND PASSING OVER AN IRON PIN FOUND THIS SURVEY AT 71.12 FEET; THENCE SOUTH 73 DEGREES 25 MINUTES 53 SECONDS EAST 735.07 FEET TO THE NORTHEAST LEASE CORNER AND BEING THE TRUE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 08 DEGREES 30 MINUTES 29 SECONDS WEST 100.00 FEET; THENCE NORTH 81 DEGREES 29 MINUTES 31 SECONDS WEST 100.00 FEET; THENCE NORTH 08 DEGREES 30 MINUTES 29 SECONDS EAST 100.00 FEET; THENCE SOUTH 81 DEGREES 29 MINUTES 31 SECONDS EAST 100.00 FEET TO THE TRUE PLACE OF BEGINNING AND CONTAINING 10,000 SQUARE FEET (0.23 ACRES), MORE OR LESS.

DESCRIPTION OF 30' ACCESS AND UTILITY EASEMENT

COMMENCING AT A POINT IN THE EAST RIGHT OF WAY LINE OF CLARK RIVER ROAD, GRAVES COUNTY, KENTUCKY SAID COMMENCING POINT BEING THE SOUTHWEST CORNER OF THE ORIGINAL TRACT CONVEYED TO SYMCO CORPORATION, AND ALSO BEING THE NORTHWEST CORNER OF THE CLAUDE BUGG PROPERTY; THENCE RUNNING SOUTH 86 DEGREES 50 MINUTES EAST 2400.00 FEET (DEED BEARING AND DISTANCE) SOUTH 81 DEGREES 29 MINUTES 31 SECONDS EAST (KENTUCKY COORDINATES STATE PLANE) AND BASIS OF BEARING FOR THIS LEASE AREA DESCRIPTION; THENCE NORTH 01 DEGREES 50 MINUTES 29 SECONDS EAST 30.20 FEET; THENCE NORTH 81 DEGREES 29 MINUTES 31 SECONDS WEST 329.20 FEET; THENCE NORTH 09 DEGREES 13 MINUTES 29 SECONDS EAST 425.90 FEET; THENCE NORTH 79 DEGREES 02 MINUTES 31 SECONDS WEST 504.00 FEET TO AN IRON PIN FOUND THIS SURVEY AND PASSING OVER AN IRON PIN FOUND THIS SURVEY AT 71.12 FEET; THENCE SOUTH 73 DEGREES 25 MINUTES 53 SECONDS EAST 735.07 FEET TO THE NORTHEAST LEASE CORNER; THENCE SOUTH 08 DEGREES 30 MINUTES 29 SECONDS WEST 100.00 ALONG THE EAST LEASE LINE TO THE SOUTHEAST LEASE CORNER AND BEING THE TRUE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 08 DEGREES 30 MINUTES 29 SECONDS WEST 30.00 FEET; THENCE SOUTH 81 DEGREES 29 MINUTES 31 SECONDS EAST 284.47 FEET TO THE APPARENT RIGHT OF WAY LINE OF RACE TRACK ROAD; THENCE ON AND ALONG A CURVE TO THE RIGHT WITH A CHORD BEARING OF SOUTH 55 DEGREES 17 MINUTES 17 SECONDS EAST 67.94 FEET AND HAVING A RADIUS OF 119.80 FEET A DISTANCE ALONG THE ARC AND RIGHT OF WAY OF 68.88 FEET; THENCE NORTH 81 DEGREES 29 MINUTES 31 SECONDS WEST 445.43 FEET; THENCE NORTH 08 DEGREES 30 MINUTES 29 SECONDS EAST 60.23 FEET TO THE SOUTHWEST LEASE CORNER; THENCE ALONG THE SOUTH LEASE LINE SOUTH 81 DEGREES 29 MINUTES 31 SECONDS EAST 100.00 FEET TO THE TRUE PLACE OF BEGINNING AND CONTAINING 15224.8 SQUARE FEET, (0.35 ACRES), MORE OR LESS.

NOTE: THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

VERIZON WIRELESS
 GTE KENTUCKY RSA NO. 1 PARTNERSHIP
 d/b/a VERIZON WIRELESS

GPD GROUP.
 Owen, Pyle, Schomer, Burns & Doherty, Inc.
 8275 Allison Pointe Trak, Suite 220
 Indianapolis, Indiana 46250
 317-299-2995, Fax 317-293-1331

BENCHMARK SERVICES, INC.
 Consulting Engineers
 Land Surveyors
 318 North Main Street
 P.O. Box 5
 Huntingburg, Indiana 47542
 Phone: (812) 563-3040
 Fax: (812) 683-2040
 e-mail: benchmark@insightbb.com

SITE NUMBER:	SYMSONIA	
SITE NAME:	SYMSONIA	
SITE ADDRESS:	RACE TRACK RD & McGUIRE RD. SYMSONIA, KY 42082	
LEASE AREA:	10,000 SQ. FT.	
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GVW	RMW	12.21.11
NO.	REVISION/ISSUE	DATE:
TITLE:		
SURVEY PLAN		
SHEET:		
C-2a		