

McBRAYER, MCGINNIS, LESLIE & KIRKLAND, PLLC
ATTORNEYS-AT-LAW

RECEIVED

JAN 28 2008

PUBLIC SERVICE
COMMISSION

W. BRENT RICE
brice@mmlk.com

201 E. Main Street, Suite 1000
Lexington, Kentucky 40507
(859) 231-8780
FAX (859) 231-6518

January 28, 2008

Ms. Beth A. O'Donnell, Executive Director
Public Service Commission
P.O. Box 615
211 Sower Blvd.
Frankfort, KY 40602-0615

VIA HAND DELIVERY

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 at 863 S.R. 280, Murray, Calloway County, Kentucky ("Application") PSC Case No. 2008-00033 (New Concord Facility)**

Dear Ms. O'Donnell:

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 three 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

Large MAPS IN File Room!
TW

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

JAN 28 2008

PUBLIC SERVICE
COMMISSION

In the Matter of:

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 CELL FACILITY AT 863 S. R. 280,) Case No. 2008-00033
MURRAY, CALLOWAY COUNTY, KENTUCKY,)
IN THE KENTUCKY RURAL SERVICE AREA NO. 1)
WHICH INCLUDES FULTON, HICKMAN, CARLISLE,)
BALLARD, McCracken, Graves, Marshall)
AND CALLOWAY COUNTIES)

(THE NEW CONCORD 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 network in the Commonwealth of Kentucky. In support of this Application, Applicant, respectfully states that:

1. Its complete name, address and telephone number are: Kentucky RSA No. 1 Partnership, c/o Verizon Wireless, One Verizon Way, 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 Delaware general partnership whose general partner is Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless, and 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 Celco Partnership as the Public Service Commission was advised by letter dated July 5, 2000, a copy of which is attached hereto as **Exhibit A**. Celco 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. A copy of this Adoption Notice, stamped as "Effective" by the Public Service Commission is additionally attached as part of **Exhibit A**.

3. The Applicant proposes to construct an additional cellular facility in Calloway County, Kentucky (the "Cell Facility"). The Cell Facility will be comprised of a 300' self-supporting tower including 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 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 Alt & Witsig Engineering, Inc. of Westchester, Ohio, dated August 8, 2007 is attached as **Exhibit D**. The

geotechnical investigation report is signed and sealed by Patrick A. Knoll, 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 Alt & Witsig Engineering, Inc. under the supervision of Patrick A. Knoll, 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 Eastpoint Engineering Group, LLC of Muskogee, OK. The applicant uses qualified installation crews and site inspectors for construction of its towers. The tower and foundation drawings are signed and sealed by Johnny L. Rhodes, 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 August 1, 2007 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**. The Kentucky Airport Zoning Commission ("KAZC") determined on September 1, 2007 that Applicant's application for a permit to construct the proposed facility was approved. A copy of the KAZC determination is attached as **Exhibit G**.

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 Calloway 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 863 S. R. 280, Murray, Calloway 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 Calloway County, Kentucky. The Cell Facility's coordinates are: Latitude: 36° 33' 32.48" N; Longitude: 88° 10' 30.17".

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

From Murray, turn left (east) on SR 94, then right (south) on SR 121 for approximately 10 miles, and then left (north) on SR 280 for approximately ½ mile. Site is located just left (west) of mailbox 863.

The telephone number for the person preparing the directions is **812-345-1557** and the individual's name is Steve Qualley. 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 not zoned as Calloway does not have zoning. The area is rural in nature.

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 Glenn and Lisa Ann Hill of Murray, Kentucky. 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 Cingular Wireless, VoiceStream Wireless, Sprint PCS, Nextel Partners, and AT&T Wireless

21. Applicant plans to finance the construction of the Cell Facility through the use of working capital. If sufficient funds are not available from this source, the company will obtain funds through short-term loans payable within two years.

22. Any customer complaints may be reported by dialing 611 on the customer's cellular phone.

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 KENTUCKY RSA
NO. 1 PARTNERSHIP

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 Determination
Exhibit G	KAZC Determination
Exhibit H	Correspondence to County Judge Executive
Exhibit I	Notice to Adjoining Property Owners
Exhibit J	Land Lease Agreement

JACKSON & KELLY PLLC

ATTORNEYS AT LAW

175 EAST MAIN STREET
P. O. BOX 2150

LEXINGTON, KENTUCKY 40508-9150 40588-9945

TELEPHONE 606-255-9500 TELECOPIER 606-281-6478

<http://www.jacksonkelly.com>

1600 LAIDLEY TOWER
CHARLESTON, WEST VIRGINIA 25311
TELEPHONE 304-340-1000

100 FOXCROFT AVENUE
MARTINSBURG, WEST VIRGINIA 25402
TELEPHONE 304-293-8800

1158 HUSSELL AVENUE
NEW MARTINSVILLE, WEST VIRGINIA 26155
TELEPHONE 304-455-1751

6000 HAMPTON CENTER
MORGANTOWN, WEST VIRGINIA 26505
TELEPHONE 304-589-3000

1000 TECHNOLOGY DRIVE
FAIRMONT, WEST VIRGINIA 26354
TELEPHONE 304-368-2000

412 MARKET STREET
PARKERSBURG, WEST VIRGINIA 26101
TELEPHONE 304-424-3490

1144 MARKET STREET
WEAVER, WEST VIRGINIA 26003
TELEPHONE 304-233-1000

1650 LINCOLN STREET
DENVER, COLORADO 80214
TELEPHONE 303-740-0000

2401 PENNSYLVANIA AVENUE N.W.
WASHINGTON, D.C. 20017
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

11113301\308852

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

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: Stephan O. Bell
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

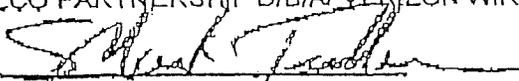
JUL 10 2000

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)
BY: Stephan O. Bly
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

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 TO WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Ralph L. Waller
 RALPH L. WALLER
 DATE: 2195
 PLS NO: 2195

VERIZON WIRELESS APPROVAL: _____ DATE: _____
 FLOOD DATA: THIS PROPERTY IS IN ZONE _____ OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 2103130004, WHICH HAS AN EFFECTIVE DATE OF 12.2.1977, 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.

STATE OF KENTUCKY
 RALPH M. WALLER
 2195
 REGISTERED
 LAND SURVEYOR

BENCHMARK #2
 IRON PIN (CP#3)
 NORTH: 1732059.087
 EAST: 928138.928
 ELEV: 531.85

BENCHMARK #1
 IRON PIN (CP#11)
 NDR1: 1732030.160
 EAST: 928185.529
 ELEV: 531.20

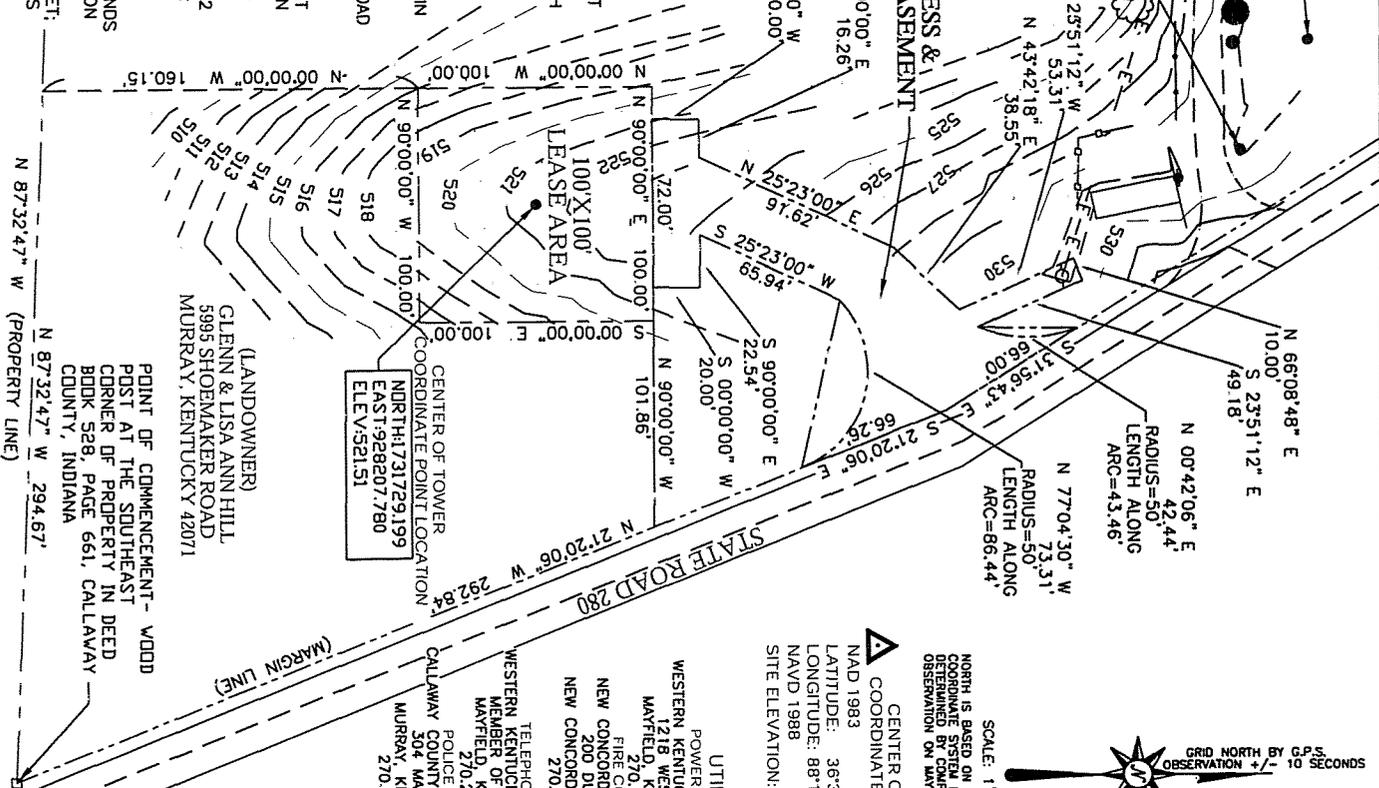
LEGEND
 LEASE LINE
 -E- EXISTING ELECTRIC
 -T- EXISTING TELEPHONE
 -UE- EXISTING ELECTRIC
 -F- FENCE LINE
 ⊕ POWER POLE
 ⊕ TELEPHONE PEDESTAL
 ⊕ WATER VALVES
 ⊕ FIRE HYDRANTS

DESCRIPTION OF LEASE AREA
 A PARCEL OF LAND LOCATED IN SECTION 12, TOWNSHIP 1, RANGE 5 EAST, AND BEING IN THE SOUTHWEST PORTION OF SAID QUARTER SECTION AS REFERENCED TO IN DEED BOOK 528, PAGE 661, IN CALLOWAY COUNTY, KENTUCKY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTMOST CORNER AND BEING ON THE WEST MARGIN LINE OF STATE ROAD 280 OF THE ABOVE DESCRIBED PARCEL OF LAND; THENCE ALONG THE SOUTH LINE OF SAID PARCEL NORTH 87 DEGREES 32 MINUTES 47 SECONDS WEST (KENTUCKY STATE PLANE SOUTH COORDINATES) 294.67 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 160.15 FEET TO THE SOUTHWEST CORNER OF THE LEASE AREA DESCRIPTION AND TRUE PLACE OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 100.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 100.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 100.00 FEET TO THE TRUE PLACE OF BEGINNING AND CONTAINING 10,000 SQUARE FEET, MORE OR LESS.

DESCRIPTION OF 30' ACCESS AND UTILITY EASEMENT
 A PARCEL OF LAND LOCATED IN SECTION 12, TOWNSHIP 1, RANGE 5 EAST, AND BEING IN THE SOUTHWEST PORTION OF SAID QUARTER SECTION AS REFERENCED TO IN DEED BOOK 528, PAGE 661, IN CALLOWAY COUNTY, KENTUCKY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTMOST CORNER AND BEING ON THE WEST MARGIN LINE OF STATE ROAD 280 OF THE ABOVE DESCRIBED PARCEL OF LAND; THENCE ALONG THE WEST MARGIN LINE OF STATE ROAD 280 NORTH 21 DEGREES 20 MINUTES 06 SECONDS WEST (KENTUCKY STATE PLANE SOUTH COORDINATES) 292.84 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 101.86 FEET TO THE TRUE PLACE OF BEGINNING; THENCE ALONG THE NORTH LINE OF THE LEASE AREA DESCRIPTION SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 72.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 20.00 FEET; THENCE NORTH 90 DEGREES 00 SECONDS EAST 16.26 FEET; THENCE NORTH 25 DEGREES 23 MINUTES 00 SECONDS EAST 91.62 FEET; THENCE NORTH 43 DEGREES 42 MINUTES 18 SECONDS EAST 38.55 FEET; THENCE NORTH 23 DEGREES 51 MINUTES 12 SECONDS WEST 53.31 FEET; THENCE NORTH 66 DEGREES 08 MINUTES 48 SECONDS EAST 10.00 FEET; THENCE SOUTH 23 DEGREES 51 MINUTES 12 SECONDS EAST 49.18 FEET; THENCE ON AND ALONG A CURVE TO THE LEFT AND HAVING A CHORD OF NORTH 00 DEGREES 42 MINUTES 06 SECONDS EAST 42.44 FEET WITH A RADIUS OF 50 FEET A DISTANCE ALONG THE CURVE OF 43.46 FEET TO THE APPARENT MARGIN LINE; THENCE ALONG SAID MARGIN LINE SOUTH 31 DEGREES 56 MINUTES 43 SECONDS EAST 66.00 FEET; THENCE SOUTH 21 DEGREES 20 MINUTES 06 SECONDS EAST 66.26 FEET; THENCE ON AND ALONG A CURVE TO THE LEFT AND HAVING A CHORD OF NORTH 77 DEGREES 04 MINUTES 30 SECONDS WEST 73.31 FEET WITH A RADIUS OF 50 FEET A DISTANCE ALONG THE CURVE OF 86.44 FEET; THENCE SOUTH 25 DEGREES 23 MINUTES 00 SECONDS WEST 65.94 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 22.54 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 20.00 FEET TO THE TRUE PLACE OF BEGINNING.



NOTE: THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY

verizon wireless
 230 EAST 98th STREET
 INDIANAPOLIS, INDIANA 46240

GPD ASSOCIATES
 CONSULTING ENGINEERS
 207 Adams Road, Suite 100, Nashville, TN 37203
 317-259-9299 • Fax 317-253-1931

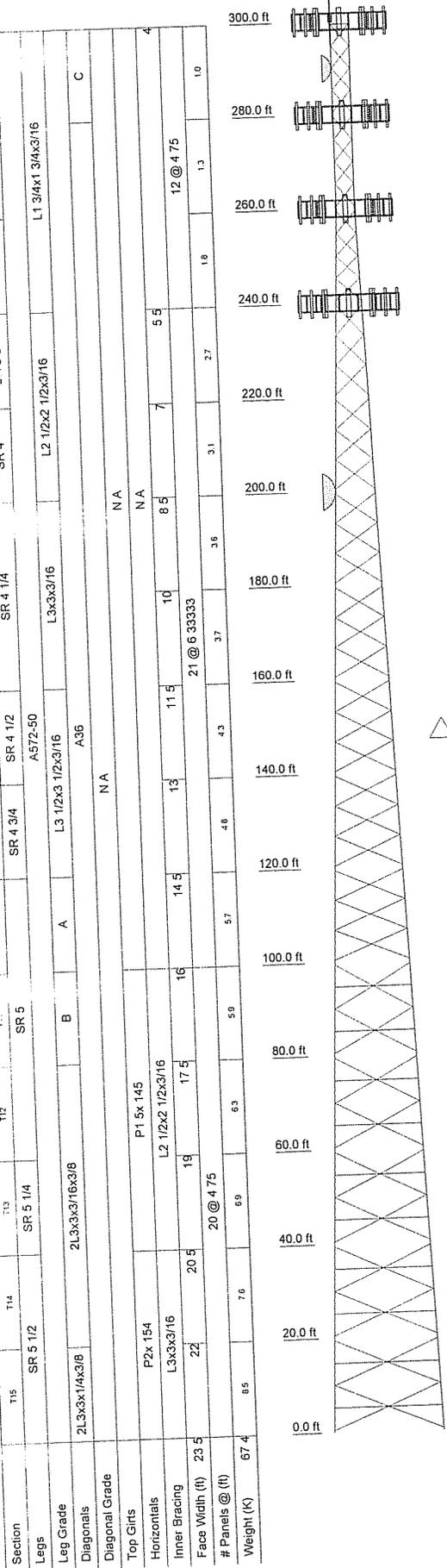
BENCHMARK SERVICES, INC.
 Consulting Engineers
 Land Surveyors
 318 North Main Street
 P.O. Box 5 47942
 Henderson, KY 40130
 Phone: (612) 653-2048
 Fax: (612) 653-2040
 e-mail: benchmark@bmarks.com

SITE NUMBER: NEW CONCORD
 SITE NAME: NEW CONCORD
 SITE ADDRESS: 863 STATE ROAD 280 MURRAY, KENTUCKY 42071
 LEASE AREA: 10000 SQ. FT.
 PROPERTY OWNER: GLENN & LISA ANN HILL 5995 SHOEMAKER ROAD MURRAY, KENTUCKY 42071
 SECTION/TOWNSHIP/RANGE: 12-1-5

COUNTY: CALLOWAY COUNTY
 SOURCE OF TITLE: DEED BK 528, PG 661
 LATITUDE: 36.3332 4851.4" N
 LONGITUDE: 88.1030 1717.8" W
 DNG BR: GVV
 CHD BR: RMMW
 DATE: 5.24.07

NO. REVISED/ISSUE DATE:
 1. ACCESS 5.29.07
 2. ACCESS 7.12.07

TITLE: SURVEY PLAN
 SHEET: C-2



DESIGNED APPURTENANCE LOADING

TYPE	ELEVATION	TYPE	ELEVATION
Flash Beacon Lighting	300	(4) LPD-7905/8	280
Lightning Rod	300	(4) LPD-7905/8	260
(4) LPD-7905/8	300	(4) LPD-7905/8	260
(4) LPD-7905/8	300	12' T-Frame Sector Mount (1)	260
(4) LPD-7905/8	300	12' T-Frame Sector Mount (1)	260
12' T-Frame Sector Mount (1)	300	12' T-Frame Sector Mount (1)	260
12' T-Frame Sector Mount (1)	300	(4) LPD-7905/8	260
12' T-Frame Sector Mount (1)	300	(4) LPD-7905/8	240
6' Dish	290	(4) LPD-7905/8	240
(4) LPD-7905/8	280	12' T-Frame Sector Mount (1)	240
(4) LPD-7905/8	280	12' T-Frame Sector Mount (1)	240
12' T-Frame Sector Mount (1)	280	12' T-Frame Sector Mount (1)	240
12' T-Frame Sector Mount (1)	280	(4) LPD-7905/8	240
12' T-Frame Sector Mount (1)	280	8' Dish	200

SYMBOL LIST

MARK	SIZE	MARK	SIZE
A	L3 1/2x3 1/2x1/4	C	L1 3/4x1 3/4x3/16
B	2L2 1/2x2 1/2x3/16x3/8		

MATERIAL STRENGTH

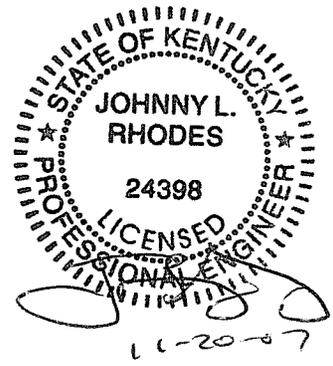
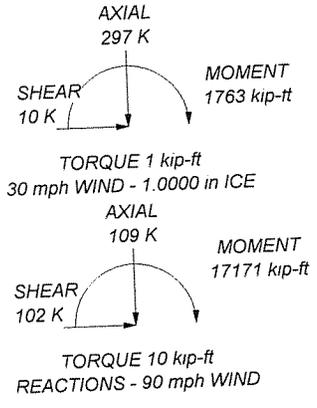
GRADE	Fy	Fu	GRADE	Fy	Fu
A572-50	50 ksi	65 ksi	A36	36 ksi	58 ksi

TOWER DESIGN NOTES

1. Tower is located in Calloway County, Kentucky.
2. Tower designed for Exposure C to the TIA-222-G Standard.
3. Tower designed for a 90 mph basic wind in accordance with the TIA-222-G Standard.
4. Tower is also designed for a 30 mph basic wind with 1.00 in ice. Ice is considered to increase in thickness with height.
5. Deflections are based upon a 60 mph wind.
6. Structure Class = II
7. Topographic Category = 1
8. Final Design 11/20/07 JLR
9. Please See Feedline Plan for proper feedline placement. Deviation from plan may result in reduced tower capacity.

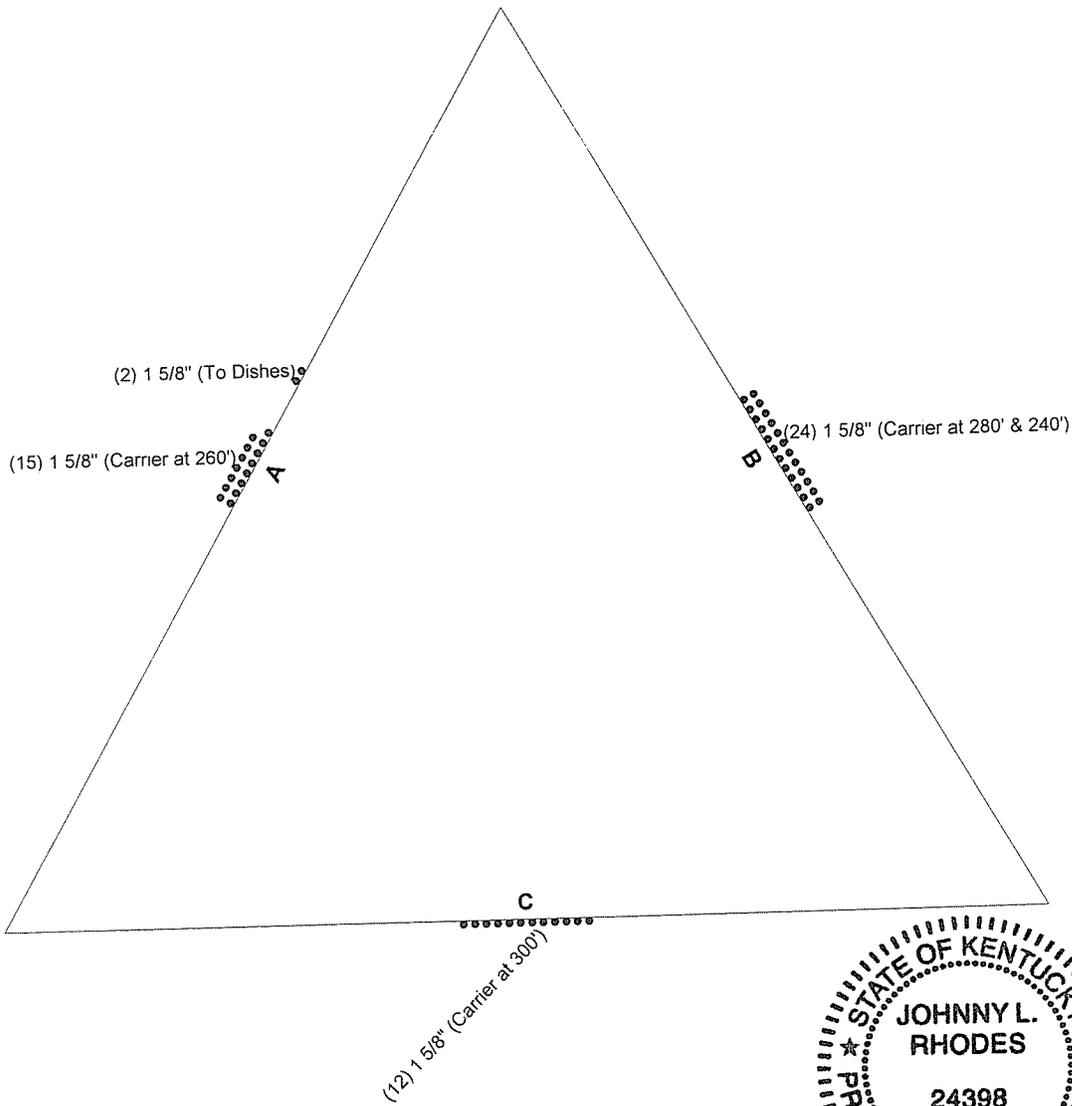
MAX. CORNER REACTIONS AT BASE:

DOWN: 879 K
 UPLIFT: -801 K
 SHEAR: 62 K



Eastpointe Engineering Group, LLC 4020 Tull Ave. Muskogee, OK 74403 Phone: 918.683.2169 FAX: 918.682.7618	Job: EEG Job #E71-007C--New Concord
	Project: 300' SST/Calloway County, KY
	Client: Verizon Wireless Drawn by: Johnny L. Rhodes, P.E. App'd:
	Code: TIA-222-G Date: 11/20/07 Scale: NTS
	Path: <small>C:\Users\jrhodes\Documents\EEG\Projects\2007\11-20-07\TIA-222-G\TIA-222-G.dwg</small> Dwg No. E-1

Feedline Plan

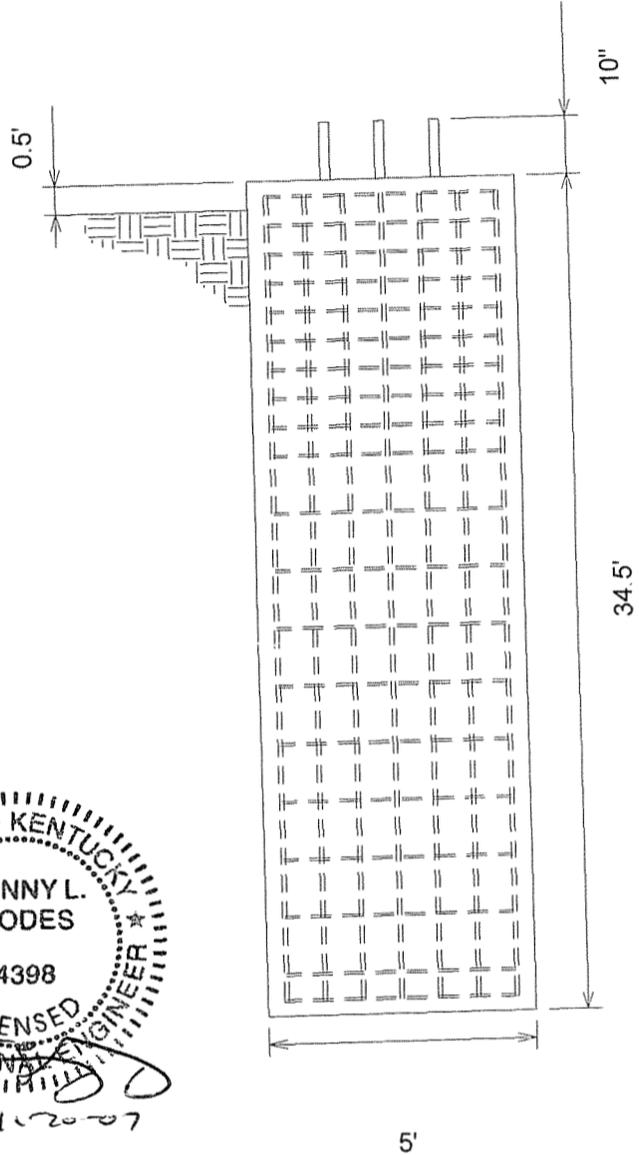


STATE OF KENTUCKY
 JOHNNY L. RHODES
 24398
 LICENSED PROFESSIONAL ENGINEER
 11-20-07

Eastpointe Engineering Group, LLC 4020 Tull Ave. Muskogee, OK 74403 Phone: 918.683.2169 FAX: 918.682.7618	Job: EEG Job #E71-007C--New Concord		
	Project: 300' SST/Calloway County, KY		
	Client: Verizon Wireless	Drawn by: Johnny L. Rhodes, P.E.	App'd:
	Code: TIA-222-G	Date: 11/20/07	Scale: NTS
	Path:	Dwg No. E-7	

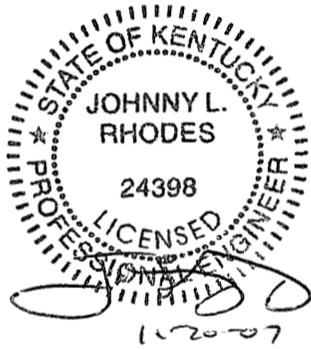
CAISSON DESIGN

ical Bars	(22) #10 bars, 34' long
	#5 bars @ 6" c/c for the first 6.5' then 12" c/c thereafter



General Notes

- Concrete shall be placed in accordance with ACI318-02, latest revision.
- Concrete shall have a minimum 28 day compressive strength 4000 PSI.
- Rebar to conform to ASTM A615 grade 60.
- Rebar used for ties may be A615 grade 40.
- All rebar to have a minimum of 3" clear cover.
- All exposed concrete corners to have 3/4" chamfer.
- Bottom and side surfaces to rest on undisturbed soil.
- Contractor shall be responsible to review and follow all recommendations of the geotechnical report.



Supplemental Notes

Soil values obtained from Alt & Witzig Engineering, Inc. soils report #07CN219 dated 08/08/07.
 Use (6) 1 3/4" F1554 Grade 105 Anchor Bolts w/ min 60" embedment

EASTPOINTE ENGINEERING GROUP, LLC 4020 Tull Ave. Muskogee, OK 74403--Phone 918.683.2169--Fax:918.682.7618	Client: Verizon Wireless	
	Site: New Concord	
	Job: E71-007C	Drawn by: JLR
	Scale: NTS	Date: 11/20/07

**SUBSURFACE INVESTIGATION &
FOUNDATION RECOMMENDATIONS**

**PROPOSED CELL TOWER
NEW CONCORD SITE
MURRAY, KENTUCKY**

Prepared for:

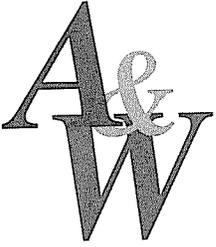
**GPD ASSOCIATES, INC.
INDIANAPOLIS, INDIANA**

Prepared by:

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

AUGUST 8, 2007

PROJECT NO. 07CN0219



Alt & Witzig Engineering, Inc.

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

August 8, 2007

GPD Associates, Inc.
8275 Allison Point Trail
Suite 220
Indianapolis, Indiana 46250
ATTN: Ms. Traci Preble

RE: Subsurface Investigation &
Foundation Recommendations
Proposed Cell Tower
New Concord Site
Murray, Kentucky
Alt & Witzig File: 07CN0219

Gentlemen:

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

SITE LOCATION:

The site is located in Murray, Kentucky. Specifically, this site is located at 863 State Road 280. The general vicinity of the site is shown on the enclosed site location map in the appendix of this report.

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

Field Services

The field investigation included reconnaissance of the project site, drilling one (1) soil boring for the tower center as located by Alt & Witzig, performing standard penetration tests, and obtaining soil samples retained in the standard split-spoon sampler. The apparent groundwater level at the boring location was also determined.

Offices:

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

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

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

Laboratory Testing

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

Recommendations for Tower

Information provided by GPD Associates indicates that the self-support cell tower will be constructed in the general vicinity of soil boring B-1. It is anticipated that the tower will be approximately 300 feet tall. It is anticipated that the structural loads of the tower will be supported by a conventional spread footings or drilled pier foundation.

Our boring encountered approximately four (4) inches of topsoil at the ground surface. Beneath the topsoil layer, the boring encountered very dense coarse sand and gravel with trace clay and some cobbles and possible boulders to a depth of approximately nineteen (19) feet below the ground surface. Very dense fine sand was encountered from below the sand and gravel layer to the boring termination depth of thirty-one (31) feet below the ground surface.

The following soil parameters can be used to design a shallow foundation. Due to the seasonal variations in moisture content and freeze thaw cycles, no skin friction or resistance to passive pressure should be considered above four (4) feet.

Soil Description	Depth Below Existing Grade	Bearing Pressure (psf) SF=3	Dry Density (pcf)	ϕ	K_p	Coefficient of Friction Against Sliding
Sand and Gravel	4' +	4,000	125	30°	3.0	0.50

The weight of the backfill above the footings will be used to resist uplift forces; therefore, it is recommended that proper compaction techniques be maintained. Using approved granular material, it is recommended that a density of 100% maximum dry density in accordance with ASTM D-698 be achieved above the footings to finished grade.

Caissons/Drilled Piers

A caisson type foundation system can be used to support this structure. A caisson type foundation is advantageous to use when it is necessary to resist large overturning moments such as those caused by wind loads against the proposed structure. If caissons or drilled piers are used to support the structure, the following design parameters are recommended:

Depth Below Grade (Feet)	Allowable Skin Friction (psf) SF=2	Design End Bearing Pressure SF=3	Cohesion (Psf)
From ground surface to a depth of 4 feet below grade.	Negligible	---	Negligible
4' + below grade	1,000	4,000	---

Caissons should be no less than 30 inches in diameter.

The boring indicated dry conditions during and upon completion of operations. Also, depending upon the weather conditions while excavations are open, seepage from surface runoff may occur into shallow excavations. Every effort should be made to keep the excavations dry should water be encountered.

Resistivity

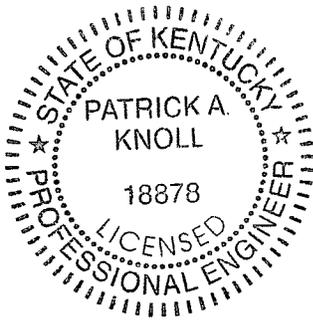
Resistivity testing was performed near the center of the proposed tower. The following table illustrates the results of this testing:

Depth Below Existing Grade	Resistivity
5 feet	4,596 ohms/cm
10 feet	5,937 ohms/cm
15 feet	6,607 ohms/cm
20 feet	6,894 ohms/cm

Often, because of design and construction details that occur on a project, questions rise concerning the soil conditions. If we can give further service in these matters, please contact us at your convenience.

Respectfully Submitted,

ALT & WITZIG ENGINEERING, INC.

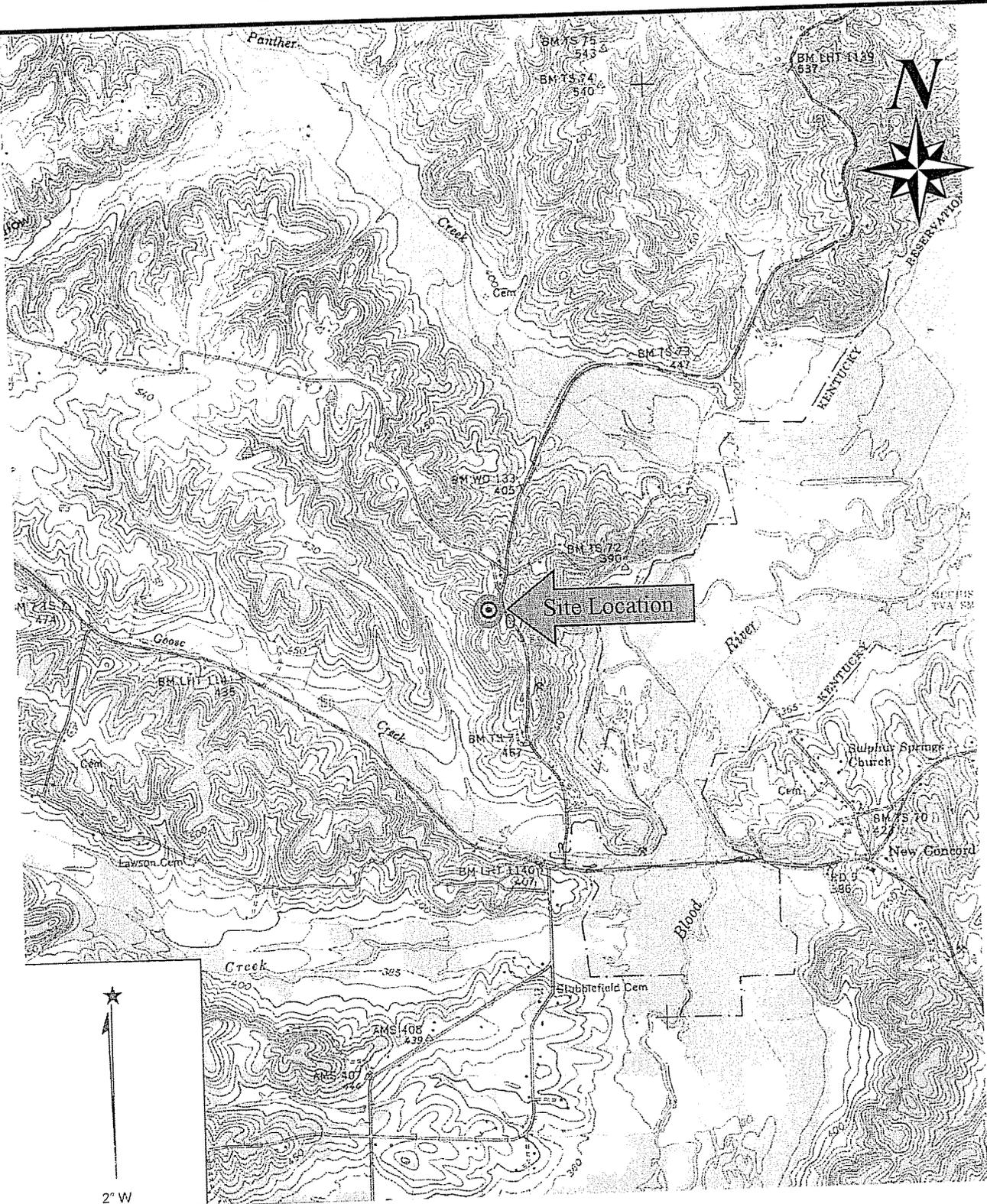


Alexander S. Ham, E.I.T.
Project Engineer

Patrick A. Knoll, P.E.

APPENDIX

FIGURE 1: SITE LOCATION MAP



Prepared For:
GPD Group

Project Name:
New Concord Cell Tower

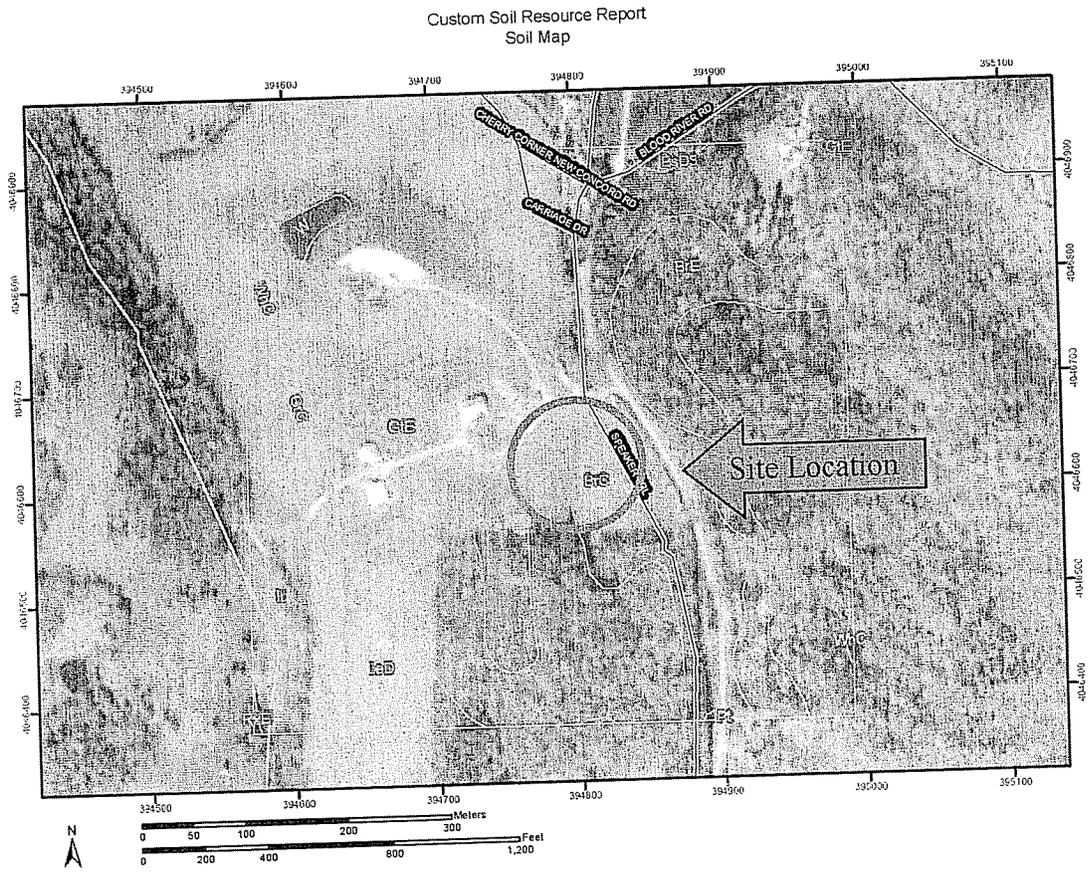


Prepared By:
Alt & Witzig Engineering, Inc.

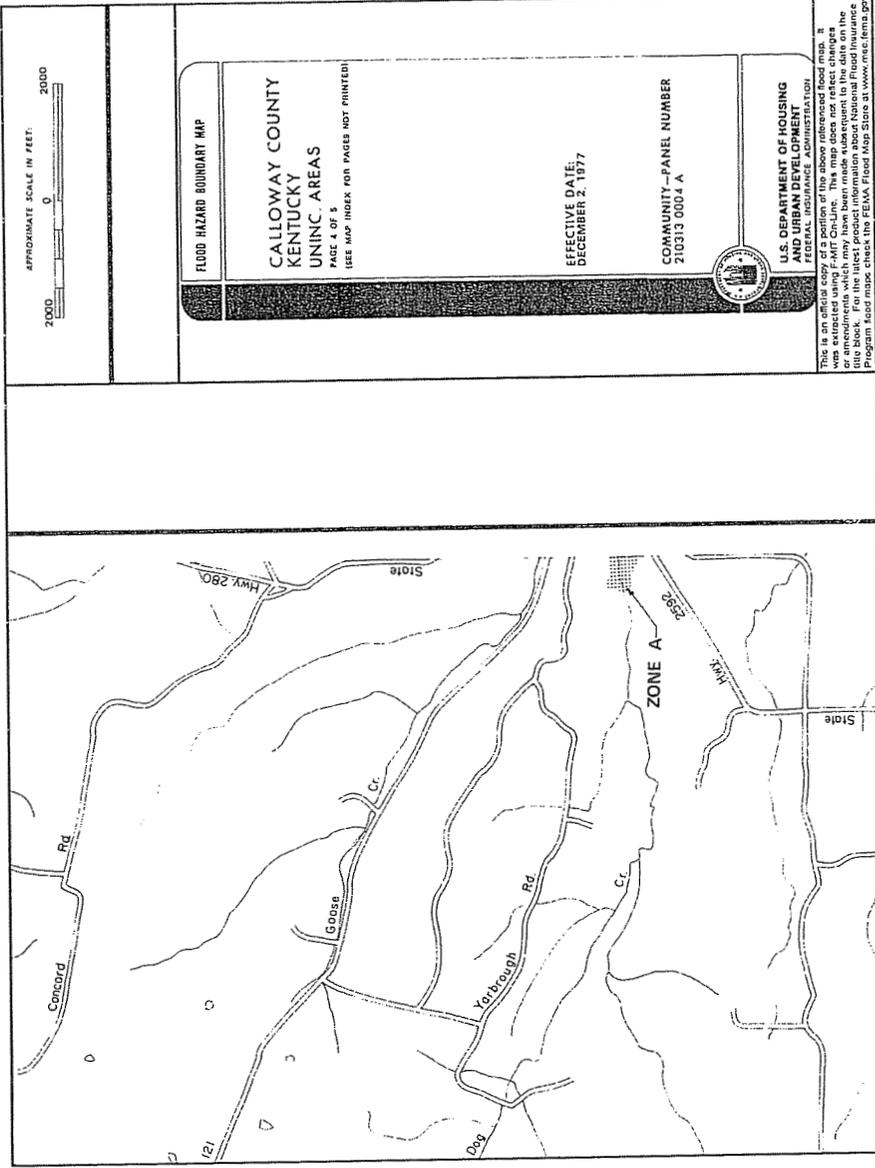
Project No:
07CN0219

Date:
08/07

FIGURE 2: SOIL SURVEY MAP of CALLOWAY COUNTY

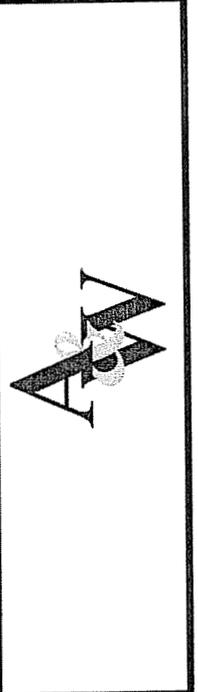


<p>Prepared For: GPD Group</p>		<p>Prepared By: Alt & Witzig Engineering, Inc.</p>	
<p>Project Name: New Concord Tower</p>		<p>Project No: 07CN0219</p>	<p>Date: 08/07</p>



Prepared For:
GPD Group

Project Name:
Utica Cell Tower

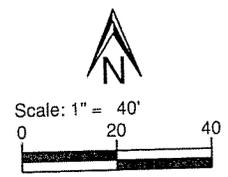
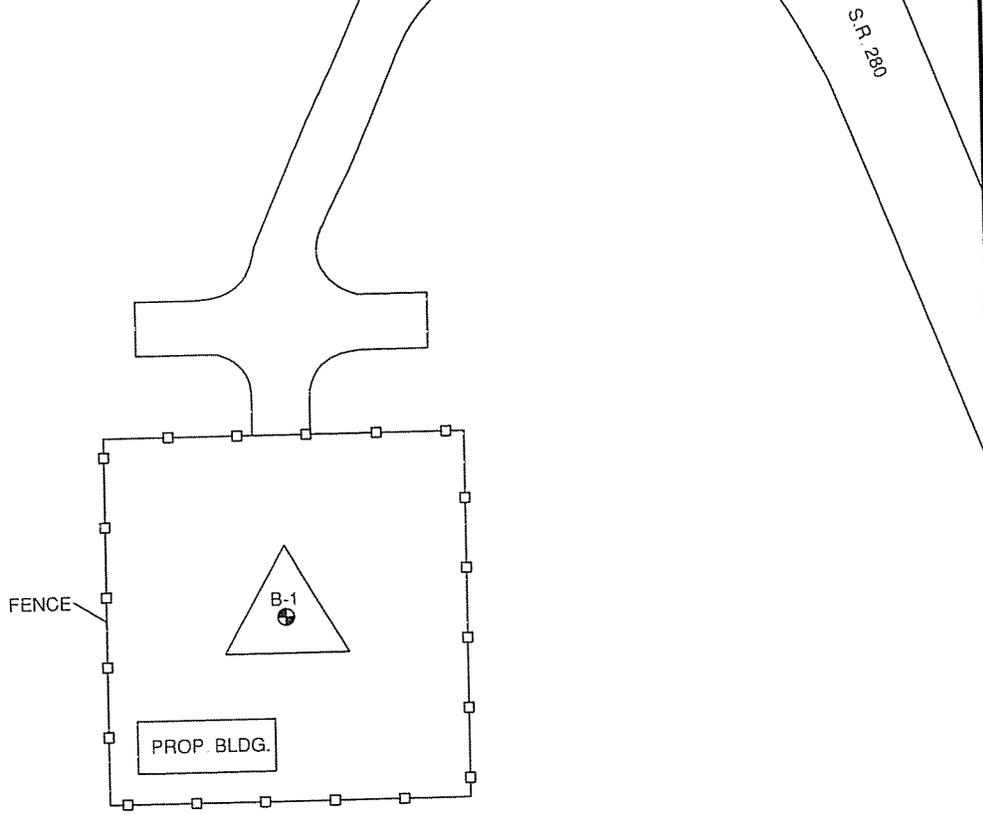


Prepared By:
Alt & Witzig Engineering, Inc.

Project No:
07CN0219

Date:
08/07

BORING
LOCATION
PLAN



Prepared For: <p style="text-align: center;">GPD Group</p>		Prepared By: <p style="text-align: center;">Alt & Witzig Engineering, Inc.</p>	
Project Name: <p style="text-align: center;">New Concord Cell Tower</p>		Project No: <p style="text-align: center;">07CN0219</p>	Date: <p style="text-align: center;">08/07</p>

RECORD OF SUBSURFACE EXPLORATION



Alt & Witzig Engineering, Inc.

CLIENT GPD Group
 PROJECT NAME New Concord Cell Tower
 PROJECT LOCATION Murray, Kentucky

BORING # B-1
 Alt & Witzig File No. 07CN0219

DRILLING and SAMPLING INFORMATION

Date Started 8/1/07 Hammer Wt. 140 lbs.
 Date Completed 8/1/07 Hammer Drop 30 in.
 Boring Method HSA Spoon Sampler OD 2 in.
 Driller M. Winkler Rig Type D-50 Track ATV

TEST DATA

STRATA ELEV.	SOIL CLASSIFICATION	Strata Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Ground Water	Standard Penetration Test, N - blows/foot	Qu-1sf Unconfined Compressive Strength	PP-1sf Pocket Penetrometer	Moisture Content %	Remarks
	SURFACE ELEVATION												
	Dark Brown Clayey SILT with a Trace of Sand and Organics (Topsoil)	0.3		1	SS				50/4"				
	Brown, Dry, Coarse SAND and GRAVEL with a Trace of Clay		5	2	SS				50/3"				
				3	SS				50/3"				
				10	4	SS			50/2"				
					5	SS			50/2"				No Recovery
				15	6	SS			86				
					7	SS			80				
			19.0		8	SS			50/4"				
		Reddish-Brown, Dry, Fine SAND		25	9	SS			50/4"				
					30	10	SS			83			
		End of Boring at 31 feet	31.0										

Sample Type

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

Groundwater

- During Drilling Dry ft.
- ▽ At Completion Dry ft.
- ▽ After _____ hours _____ ft.

Boring Method

- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling
- DP - Direct Push

GENERAL NOTES

SAMPLE IDENTIFICATION

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

SOIL PROPERTY SYMBOLS

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

DRILLING AND SAMPLING SYMBOLS

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

RELATIVE DENSITY AND CONSISTENCY CLASSIFICATION

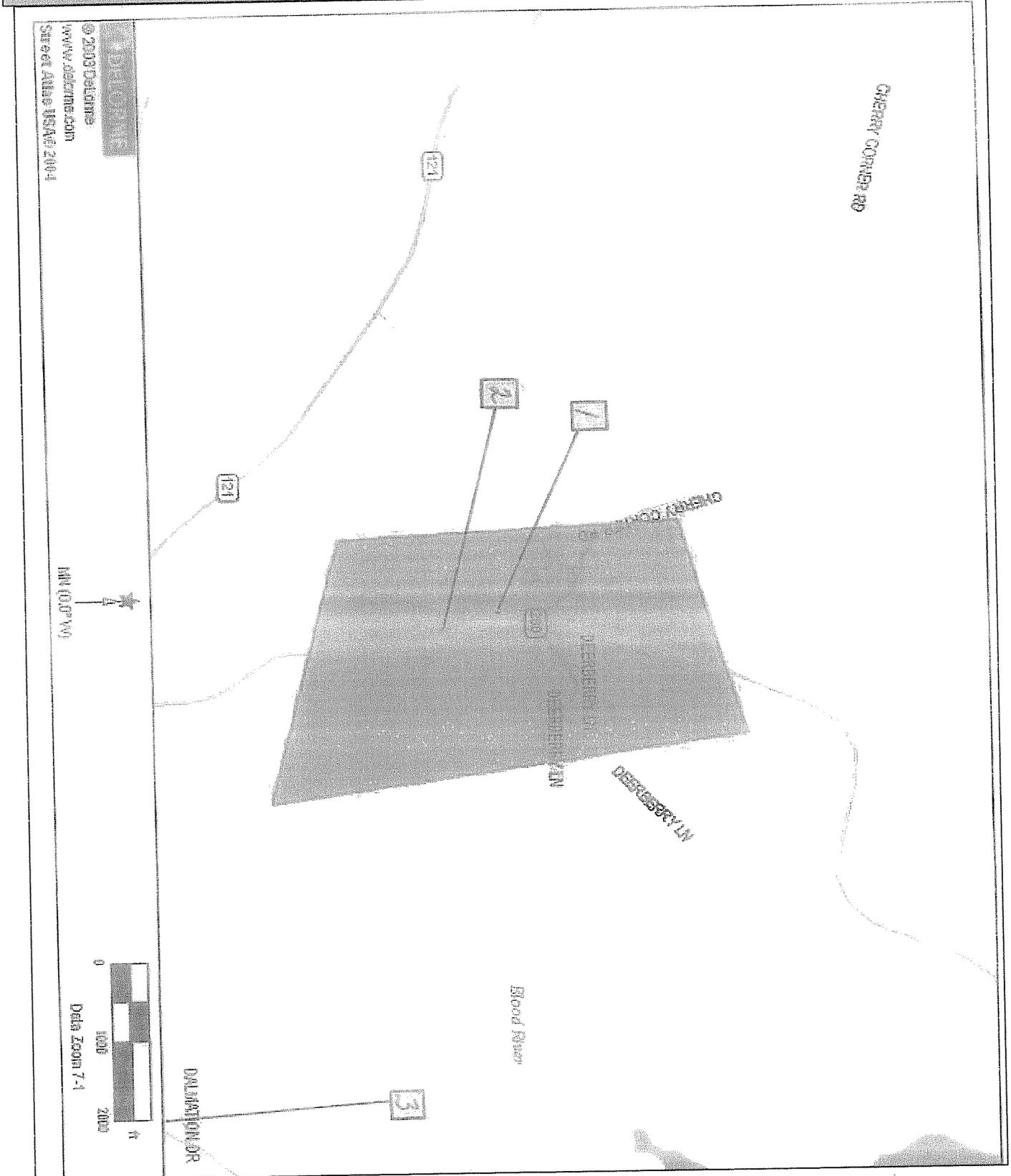
<u>TERM (NON-COHESIVE SOILS)</u>	<u>BLOWS PER FOOT</u>
Very loose	0 - 4
Loose	5 - 10
Firm	11 - 30
Dense	31 - 50
Very Dense	Over 50

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

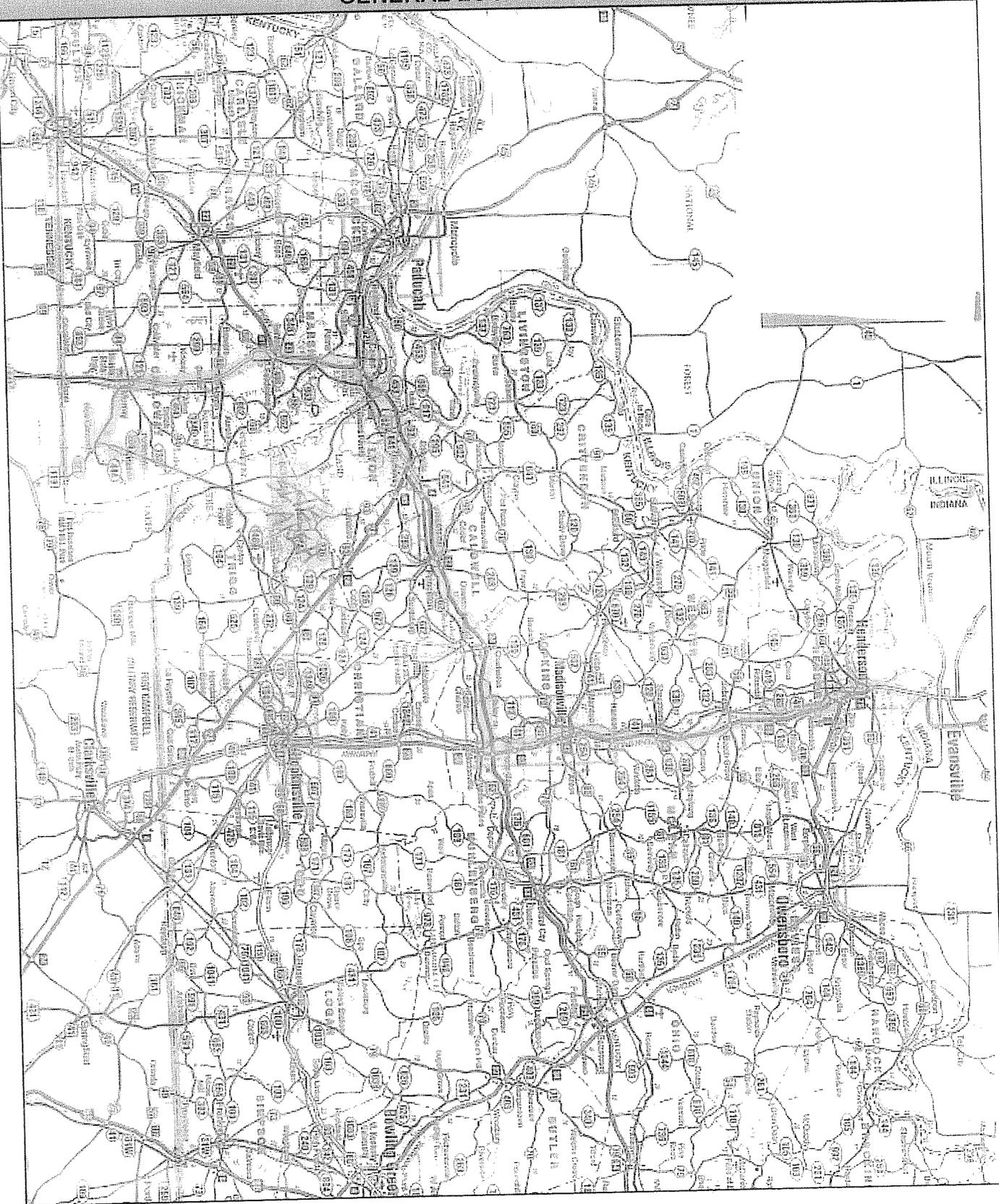
PARTICLE SIZE

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

PROPOSED SITES MAP



GENERAL LOCATION MAP





Issued Date: 08/01/2007

Elaine Thompson
 Kentucky RSA No. 1 Partnership et
 1120 Sanctuary Pkwy., Suite 150
 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 New Concord
 Location: Murray, KY
 Latitude: 36-33-32.48 N NAD 83
 Longitude: 88-10-30.17 W
 Heights: 300 feet above ground level (AGL)
 822 feet above mean sea level (AMSL)

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

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

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

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

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 02/01/2009 unless:

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

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

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

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

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

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

If we can be of further assistance, please contact our office at (817) 838-1995. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2007-ASO-3108-OE.

Signature Control No: 522757-100596994
Alice Yett
Technician

(DNE)

Attachment(s)
Frequency Data

7460-2 Attached

Frequency Data for ASN 2007-ASO-3108-OE

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



Kentucky Airport Zoning Commission
200 Mero Street
Frankfort, KY 40622

(502) 564-4480
fax: (502) 564-7953
No.: AS-018-CEY-07-145

September 21, 2007

APPROVAL OF APPLICATION

APPLICANT:

Kentucky RSA No. 1 Partnership
Elaine Thompson
Verizon Wireless
1120 Sanctuary Pkwy, Suite 150
ALPHARETTA, GA 30004

SUBJECT: AS-018-CEY-07-145

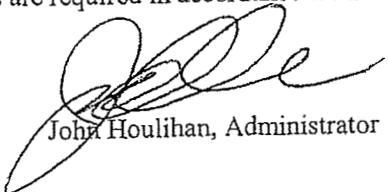
STRUCTURE: Antenna Tower
LOCATION: Murray, KY
COORDINATES: 36-33-32.48 N / 88-10-30.17 W
HEIGHT: 300'AGL/1122'AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct 300'AGL/1122'AMSL Antenna Tower near Murray, KY 36-33-32.48 N / 88-10-30.17 W.

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

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

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


John Houlihan, Administrator



Kentucky Airport Zoning Commission
 200 Mero Street
 Frankfort, KY 40622

(502) 564-4480
 fax: (502) 564-7953
 No.: AS-018-CEY-07-145

CONSTRUCTION/ALTERATION STATUS REPORT

September 21, 2007

AERONAUTICAL STUDY NUMBER: AS-018-CEY-07-145

Kentucky RSA No. 1 Partnership
 Elaine Thompson
 Verizon Wireless
 1120 Sanctuary Pkwy, Suite 150
 ALPHARETTA, GA 30004

This concerns the permit which was issued to you by the Kentucky Airport Zoning Commission on September 20, 2007. This permit is valid for a period of 18 Month(s) from its date of issuance. If construction is not completed within the said 18-Month period, this permit shall lapse and be void, and no work shall be performed without the issuance of a new permit. When appropriate, please indicate the status of the project in the place below and return this letter to John Houlihan, Administrator, Kentucky Airport Zoning Commission, 200 Mero Street, Frankfort, KY 40622.
 (502) 564-4480.

STRUCTURE: Antenna Tower
 LOCATION: Murray, KY
 COORDINATES: 36-33-32.48 N / 88-10-30.17 W
 HEIGHT: 300'AGL/1122'AMSL

CONSTRUCTION/ALTERATION STATUS

1. The project () is abandoned. () is not abandoned.

2. Construction status is as follows:

Structure reached its greatest height of _____ ft. AGL
 _____ ft. AMSL on _____ (date).

Date construction was completed. _____

Type of obstruction marking/painting. _____

Type of obstruction lighting. _____

As built coordinates. _____

Miscellaneous Information: _____

DATE _____

SIGNATURE/TITLE _____

McBRAYER, McGINNIS, LESLIE & KIRKLAND, PLLC
ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

201 E. Main Street, Suite 1000
Lexington, Kentucky 40507
(859) 231-8780
(859) 231-6518

January 28, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Hon. Larry Elkins
Calloway County Judge
County Courthouse
101 South Fifth Street
Murray, KY 42071-2567

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00033 (The New Concord Facility)**

Dear Judge Elkins:

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 300' self-supporting tower including attached antennas and an equipment shelter to be located at 863 S.R. 280, Murray, Calloway County, Kentucky. A map showing the location of the proposed new facility is enclosed.

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. 2008-00033** in your correspondence. If I can be of assistance to you, please do not hesitate to call me.

Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosure

LEXINGTON, KENTUCKY

FRANKFORT, KENTUCKY

GREENUP, KENTUCKY

ASHLAND, KENTUCKY

Kentucky RSA No. 1 Partnership
New Concord Site
Adjoining Property Owners

Ms. Gladys Jarrett
111 Deerberry Lane
Murray, KY 42071

Mr. Floyd Renfroe
937 Speaker Trail
Murray, KY 42071

Mr. Odell Jarrett
111 Deerberry Lane
Murray, KY 42071

Mr. Bobby Dunn
P.O. Box 283
New Concord, KY 42076

McBRAYER, MCGINNIS, LESLIE & KIRKLAND, ^{PLLC}
ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

201 E. Main Street, Suite 1000
Lexington, Kentucky 40507
(859) 231-8780
FAX (859) 231-6518

January 28, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. Bobby Dunn
P.O. Box 283
New Concord, KY 42076

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00033 (The New Concord Facility)**

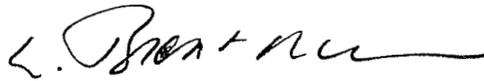
Dear Property Owner:

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 300' self-supporting tower including attached antennas and an equipment shelter to be located at 863 S. R. 280, Murray, Calloway 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. 2008-00033** in your correspondence.

Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosure

LEXINGTON, KENTUCKY

FRANKFORT, KENTUCKY

GREENUP, KENTUCKY

ASHLAND, KENTUCKY

McBRAYER, McGINNIS, LESLIE & KIRKLAND, ^{PLLC}
ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

201 E. Main Street, Suite 1000
Lexington, Kentucky 40507
(859) 231-8780
FAX (859) 231-6518

January 28, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. Odell Jarrett
111 Deerberry Lane
Murray, KY 42071

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00033 (The New Concord 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 300' self-supporting tower including attached antennas and an equipment shelter to be located at 863 S. R. 280, Murray, Calloway 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. 2008-00033** in your correspondence.

Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosure

LEXINGTON, KENTUCKY

FRANKFORT, KENTUCKY

GREENUP, KENTUCKY

ASHLAND, KENTUCKY

McBRAYER, McGINNIS, LESLIE & KIRKLAND, ^{PLLC}
ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

201 E. Main Street, Suite 1000
Lexington, Kentucky 40507
(859) 231-8780
FAX (859) 231-6518

January 28, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. Floyd Renfroe
937 Speaker Trail
Murray, KY 42071

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00033 (The New Concord Facility)**

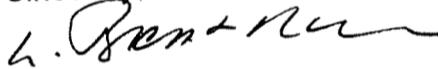
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(859) 231-8780
FAX (859) 231-6518

January 28, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Ms. Gladys Jarrett
111 Deerberry Lane
Murray, KY 42071

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00033 (The New Concord Facility)**

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W. Brent Rice
Counsel for Verizon Wireless

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Enclosure

LEXINGTON, KENTUCKY

FRANKFORT, KENTUCKY

GREENUP, KENTUCKY

ASHLAND, KENTUCKY

J

LAND LEASE AGREEMENT

This Agreement, made this 24th day of August, 2007, between Roy Glenn Hill and Lisa Ann Hill, husband and wife, with an address of 5995 Shoemaker Road, Murray Kentucky, 42071, Social Security # [REDACTED] hereinafter designated LESSOR and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Basking Ridge, New Jersey 07920, 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 863 State Road 280, Calloway County, Commonwealth of Kentucky, and being described as a 100' by 100' parcel containing 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 right-of-way of reasonable width extending from the nearest public right-of-way, State Road 280, 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 further described in Deed Book 528 at Page 661, as recorded in the Calloway 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.

TERM. 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 [REDACTED] to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR 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. 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. 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.

3. 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.

4. EXTENSION RENTALS. The annual rental for each additional five (5) year term shall be increased by 15% of the annual rental rent for the previous five (5) year term..

5. 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 one hundred fifteen percent (115%) of 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".

6. 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 it will be unable to use the Premises for its intended purposes, 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.

7. INDEMNIFICATION. Subject to Paragraph 9 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.

8. 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.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 8 and 28, 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.

10. 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.

11. 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.

12. 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 32 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.

13. 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 13 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 13 and this Paragraph 14, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 13 shall be increased to one hundred and ten percent (110%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

14. 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) 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, shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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: Roy Glenn Hill
Glenn and Lisa Ann Hill
5995 Shoemaker Road
Murray, Kentucky 42071

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.

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

23. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, 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, (3) agrees to give Lender copies of whatever notices of default LESSEE must give LESSOR, (4) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR, (5) agrees to not pay rent more than one month, or one year in the event the rent is paid annually, in advance and (6) agrees that no material modification or material amendment of the Agreement will be binding on Lender unless it has been consented to in writing by Lender. LESSOR and LESSEE agree that, for the purposes of Paragraph 24, nonmaterial amendments or modifications shall include, but shall not be limited to, the following: (i) any extension of the term of the Agreement, (ii) any addition to, alteration, modification, or replacement of LESSEE's equipment, (iii) any relocation of LESSEE's equipment, (iv) any increase in the rent, and (v) any decrease in the rent, provided however, that such an amendment shall become material should the decrease in rent result in rent lower than the amount then prescribed by the unamended Agreement. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

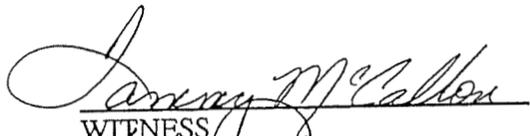
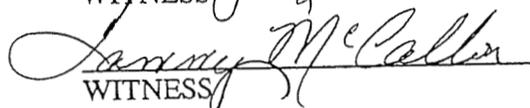
31. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable 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.

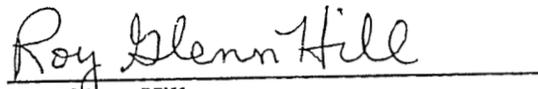
32. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement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

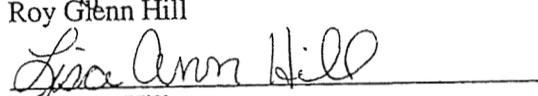
33. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

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

**LESSOR: Roy Glenn Hill and Lisa Ann Hill,
Husband and Wife**


WITNESS

WITNESS



Roy Glenn Hill


Lisa Ann Hill

LESSEE:

**Kentucky RSA No. 1 Partnership
d/b/a Verizon Wireless
By GTE Wireless of the Midwest Incorporated
Its General Partner**

WITNESS

By: _____
Howard H. Bower
Title: Midwest Area Vice President-Network

Exhibit "A"

(Sketch of Premises within Property)

See attached page

