COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS FOR ISSUANCE OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO CONSTRUCT AN ADDITIONAL CELL FACILITY AT U.S. HIGHWAY 42 AND S.R. 550, GHENT, CARROLL COUNTY KENTUCKY	)	Case No. 2005-00315

(THE GHENT CELL FACILITY)

APPLICATION

Cellco Partnership, a Delaware General Partnership, d/b/a Verizon Wireless ("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: Cellco Partnership, d/b/a Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey 07921, (908)306-7000, having a local address of 652 South Third Street, Louisville, Kentucky 40202, (502)588-2348.

2. The Applicant is a Delaware general partnership 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 Cellco Partnership as the

Public Service Commission was advised by letter dated July 5, 2000, a copy of which is attached hereto as **Exhibit A**. Cellco Partnership's Adoption Notice was filed with the Public Service Commission as "P.S.C. Adoption Notice No. 1" on July 5, 2000, effective pursuant to 807 KAR 5:011 § 9(1) on July 10, 2000. 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 Carroll County, Kentucky (the "Cell Facility"). The Cell Facility will be comprised of a 150' 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 Jack L. Tan, 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 FStan of Louisville, Kentucky, dated September 26, 2002 is attached as **Exhibit D**. The geotechnical investigation report is signed and sealed by Elizabeth W. Stuber, 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 ("EIA") 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 FStan under the supervision of Elizabeth W. Stuber, P.E., a registered professional engineer in the Commonwealth of Kentucky. Her specialty is geotechnical engineering which includes sub-surface exploration and foundation design. She 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 FWT, Inc., of Ft. Worth, Texas. The applicant uses qualified installation crews and site inspectors for construction of its towers. The tower and foundation drawings are signed and sealed by Martin L. De la Rosa, 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. An application to the Federal Aviation Administration ("FAA") and the Kentucky Airport Zoning Commission ("KAZC") was not filed by Applicant as the proposed structure will not exceed the standards of notice criteria as set forth in subpart C of Part 77 of the Federal Aviation Administration regulations. Please note the proposed structure is a 150' self-supporting tower and does not exceed the 200' notice requirement to the FAA prior to construction.

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 Carroll 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 F**.

14. The Cell Facility will be located U.S. Highway 42 and S.R. 550, Ghent, Carroll 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 Carroll County, Kentucky. The Cell Facility's coordinates are: Latitude: 38° 43' 23.57"; Longitude: 85° 05' 10.81".

15. Clear directions to the proposed site from the county seat are: From Carrollton, follow U.S. 42 East approximately six miles out of town. The Site is located on the left at the intersection of U.S. 42 and S.R. 550. The telephone number for the person preparing the directions is 205-910-8683 and the individual's name is Mark Lydon. 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 G**. Copies of the return receipts will be filed with the Commission when received.

17. The site for the proposed Facility is located in a rural area that is agricultural in nature. All adjoining property is not zoned. In close proximity to the proposed tower site are manufacturing facilities including those owned and operated by the Applicant's landlord, BPB America, Inc. and a facility owned and operated by North American Steel.

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 co-locate 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 BPB Manufacturing, Inc. A copy of the Option and Lease Agreement is attached as **Exhibit H**.

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 form 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 CELLCO
PARTNERSHIP d/b/a VERIZON
WIRELESS

C:\Documents and Settings\DonnaW\My Documents\WBR\verizon wireless\ghent\psc app doc\psc app.doc

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	Correspondence to Carroll County Judge Executive
Exhibit G	Notice to Adjoining Property Owners
Exhibit H	Option and Lease Agreement

JACKSON & KELLY PLLC
ATTORNEYS AT LAW
175 EAST MAIN STREET
P. O. BOX 2150
LEXINGTON, KENTUCKY 40595-2150 40588-9945
TELEPHONE 606-255-9500 TELECOPIER 606-281-6478
http://www.jacksonkelly.com

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

100 FOXCROFT AVENUE
MARTINSBURG, WEST VIRGINIA 25402
TELEPHONE 304-263-8800

256 RUSSELL AVENUE
NEW MARTINSVILLE, WEST VIRGINIA 26155
TELEPHONE 304-455-1751

6000 HAMPTON CENTER
MORGANTOWN, WEST VIRGINIA 26505
TELEPHONE 304-599-3000

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

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

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

1660 LINCOLN STREET
DENVER, COLORADO 80264
TELEPHONE 303-390-0003

2401 PENNSYLVANIA AVENUE N.W.
WASHINGTON, D.C. 20037
TELEPHONE 202-973-0200

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.

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

11113\301\308852

P.S.C. Adoption Notice No. 1

ADOPTION NOTICE

The undersigned, Cellco 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
Cellco Partnership d/b/a Verizon Wireless

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 2000

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephen 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: Stephanie Bell
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

KNKA638 0000202312 09/21/2000

Federal Communications Commission

Wireless Telecommunications Bureau

Radio Station Authorization

Name of Licensee:

Attention:
Cellco Partnership dba Verizon Wireless
180 Washington Valley Road

Bedminster NJ 07921

Call Sign	File Number	Print Date
KNKA638	0000202312	09/21/2000

Market Number	Channel Block
CMA116	A

Sub-Market Designator	SID
0	0213

Market Name
Lexington-Fayette, KY

Effective Date	Five Yr Build-Out Date	Expiration Date
08/11/1987		12/17/2006

SITE INFORMATION

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
1	38-11-30.3 N	84-36-08.8 W			

Address	City	County	State	Construction Deadline
556 CANE RUN ROAD	GEORGETOWN	SCOTT	KY	

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	75.0	73.0	76.0	71.0	74.0	88.0	102.0	103.0
Transmitting ERP (watts)	85.100	97.700	47.900	7.600	0.600	0.300	4.500	29.500

Antenna: 2 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	75.0	73.0	76.0	71.0	74.0	88.0	102.0	103.0
Transmitting ERP (watts)	0.600	8.100	51.300	97.700	81.300	30.200	4.300	0.400

Antenna: 3 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	75.0	73.0	76.0	71.0	74.0	88.0	102.0	103.0
Transmitting ERP (watts)	15.800	1.700	1.100	1.900	15.500	69.200	97.700	67.600

Antenna: 4 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	77.0	75.0	78.0	73.0	76.0	90.0	104.0	105.0
Transmitting ERP (watts)	100.000	100.000	100.000	100.000	100.000	100.000	100.000	100.000

SHEET 1

S1/1 – VICINITY AND 500' STRUCTURAL MAP

S1/2 – ABUTTING PROPERTY OWNERS

S1/3 – U.S.G.S. QUAD MAP

SHEET 2

S2/1 – PROPOSED CELLCO PARTNERSHIP LEASE AREA

S2/2 – LEGAL DESCRIPTIONS

S2/3 – FLOOD ZONE DATA

S2/1

LUTHER O. & LINDA HARRIS
DEED BOOK 149, PAGE 2

N 56°53'55" (SOURCE

EX. IPC

EDGE OF CROPS

TOBACCO CROPS

BPB
DEED BOO

ROW

EP

EP

ROW

COORDINATE POINT LOCATION

NAD 1983
LATITUDE: 38° 43' 23.57"
LONGITUDE: 85° 05' 10.81"
NAVD 1988
ELEVATION: 474'
STATE PLANE COORDINATE NORTH ZONE
(BLUE MARBLE GEOGRAPHIC
CALCULATOR VERSION 3.0)
NORTHING: 446538.9913
EASTING: 1401813.5750

POWER POLE

UTILITY COMPANY: KENTUCKY UTILITIES CO.
IDENTIFICATION #: N/A

PROJECT BENCHMARK

NORTH: 446434.3322
EAST: 1402012.8400
ELEVATION: 473.98'
LOCATION: BEING AN EXISTING R.R. SPIKE IN A POWER POLE, 215'± NW OF HWY. 42 R/W, NEAR A FENCE LINE ON THE WEST SIDE OF THE NORTH AMERICAN STAINLESS PROPERTY.

SYMBOL LEGEND

- WOOD POWER POLE
- GUY POLE
- TELEPHONE PEDESTAL
- GUY ANCHOR
- E ELECTRIC BOX
- F.P. FENCE POST
- SET #5 REBAR (UNLESS OTHERWISE NOTED)
- EXISTING #5 REBAR (UNLESS OTHERWISE NOTED)

ABBREVIATIONS

EP	EDGE OF PAVEMENT
ROW	RIGHT OF WAY
℄	CENTERLINE
RCP	REINFORCED CONCRETE PIPE
CONC	CONCRETE
CMP	CORRUGATED METAL PIPE
℘	SUBJECT PROPERTY LINE
POB	POINT OF BEGINNING

LINE LEGEND

- E E E — OVERHEAD ELECTRIC LINES
- G G G — UNDERGROUND GAS LINE
- W W W — UNDERGROUND WATER LINE
- X X X — EXISTING FENCE
- EXISTING RAILROAD TRACKS
- SUBJECT PROPERTY BOUNDARY
- RIGHT OF WAY CENTERLINE

NOTE: SYMBOLS, ABBREVIATIONS, OR LINESTYLES DO NOT NECESSARILY APPEAR ON DRAWING(S). USE ONLY AS APPLICABLE

ONS:

sed from the property of BPB America,

EASE AREA

theast corner of the property conveyed
9, Page 297 in the Office of the Clerk,
g the east line of the property conveyed
in the aforesaid office, S 31°58'55" E –
he north line of a proposed variable
raversing said BPB America, Inc.
tamped "FSTAN 2984", being the TRUE
rea; thence S 31°58'55" E passing a set
0' to a set #5 rebar with cap stamped
ar with cap stamped "FSTAN 2984";
mped "FSTAN 2984"; thence N
TAN 2984"; thence S 31°58'55" E –
feet and subject to any and all legal
or not, according to a survey by Jack
Engineers, on October 2, 2002.

ILITY EASEMENT

theast corner of the property conveyed
9, Page 297 in the Office of the Clerk,
g the east line of the property conveyed
in the aforesaid office, S 31°58'55" E –
ng the TRUE POINT OF BEGINNING of the
east line and traversing the property
112, Page 640 in the aforesaid office,
d a chord of S 76°58'55" E – 42.43'
'58'55" E – 195.45' to a set #5 rebar
4' to a P.K. Nail in the centerline of
– 4.05' to a set P.K. Nail in aforesaid
d BPB America, Inc. property, S
nterline, N 25°47'58" W – 249.88' to a
line; thence following said east line, N
TAN 2984"; thence leaving said east line
a curve to the left, with a radius of
ar with cap stamped "FSTAN 2984";
mped "FSTAN 2984" in the northeast line
aid northeast line, N 31°58'55" W –
ce N 58°01'05" E – 33.45' to the true
#2984, with FSTAN Land Surveyors and

SURVEYORS N

SOURCE OF BEARING IS

SOURCE OF ROTATION
HARRIS PROPERTY HAVI
BY FEWELL, PETTITT, BL
AND THE CALCULATED

SITE SHOWN SUBJECT
HEREON OR NOT.

NO SEARCH OF PUBLIC
TO DETERMINE ANY DEF
THE PARENT TRACT.

THIS DRAWING DOES NO

EXISTING CONTOURS AR

THE SUBJECT PROPERT
FLOOD ELEVATION OF
FLOOD PLAIN SECTION

UNDERGROUND UTILITIES

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

ity information shown on this plat,
d by FSTAN was obtained from existing
and or by field locations. It is the
tor's responsibility to verify their existence
cation, and to contact the appropriate
ompany for field locations.

"CELLULAR COMMUNICATION TOWER SITE SUR
REFERENCED AS "EXHIBIT B"

BPB AMERICA, INC. APPROVAL: _____ DATE: _

CARROLL COUNTY, KENTUCKY APPROVAL: _____ DATE: _

CELLCO PARTNERSHIP APPROVAL: _____ DATE: _

S2/3

I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 01 SHEETS 03 & 07, COMMUNITY NO. 210045B, DATED 9-1-98 AND THE P CELLCO PARTNERSHIP LEASE AREA DOES APPEAR TO BE IN A FLOOD PRO THE PROPOSED CELLCO PARTNERSHIP LEASE AREA IS LOCATED IN ZONE

CELLCO PARTNERSHIP

F.S. Land Company
T. Alan Neal Company
Land Surveyors and Consulting Engineers
PO Box 17546 2313/2315 Crittenden Drive
Louisville, KY 40217
Phone: (502) 635-5866 (502) 636-5111
Fax: (502) 636-5263

SITE NUMBER:

SITE NAME:
GHENT

SITE ADDRESS:
U.S. HWY 42 & S.R. 550
GHENT, KY. 41045

PROPOSED CELLCO PARTNERSHIP LEASE AREA:
AREA = 10,000 sq. ft.

PROPERTY OWNER:
BPB AMERICA, INC.
5301 WEST CYPRESS, SUITE 300
TAMPA, FL. 33607-3900

MAP NUMBER:
27

PARCEL NUMBER:
5

SOURCE OF TITLE:
DEED BOOK 143, PAGE 238

DWG BY:	CHKD BY:	DATE:
JMW/DSR	FSII	09.24.02

FSTAN PROJECT NO.:
CTT1022080

SHEET 2 OF 2

REVISIONS:
ADJOINING OWNER – 01.07.04

C2

Customer: VERIZON WIRELESS
Site: GHENT, KY
Job # J050610002

FWT, Inc.

P.O. BOX 8597 FORT WORTH, TX 76124-0597
(817) 255-3060 FAX (817) 255-8656

Tower Height 150 FT.
Design No. S05-0236-A Date June 08, 2005
Revision No. ___ Date ___
Page 1 of 2 Design By: HD Chk'd By: TW

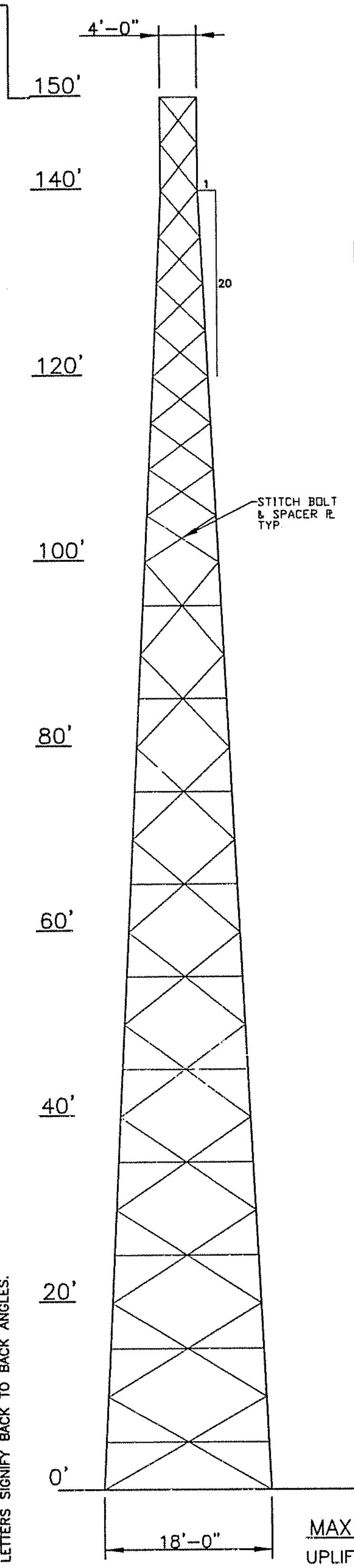
STANDARD -EIA/TIA-222-F
IMPORTANCE FACTOR = 1.0
INCREASE IN ALLOWABLE STRESSES = 33.3%

LOAD CASES:
CASE 1-BASIC WIND= 75.0 MPH, NO ICE
CASE 2-WIND= 65.0 MPH, 1/2" ICE
CASE 3-OPERATIONAL WIND= 50.0 MPH, NO ICE

ASTM	50 KSI	A36	A36	A36	A36	A36	A325	A325		A36
Section	LEGS ("ø")	DIAGONALS	GIRTS	INT BRACING	SUB DIAG	SUB GIRT	DIAG BOLTS ("ø")	RDNT BOLTS ("ø")	SPLICE BOLTS ("ø")	ANCHOR BOLTS ("ø")
150'–130'	2	Y	B	N/R	N/R	N/R	2-1/2	1-5/8	4-5/8	
130'–110'	2	Y	N/R	N/R	N/R	N/R	2-1/2	N/R	4-5/8	
110'–90'	2 1/4	Y	N/R	N/R	N/R	N/R	2-1/2	N/R	6-5/8	
90'–70'	2 1/2	C	B	N/R	N/R	N/R	2-5/8	1-5/8	6-3/4	
70'–50'	2 1/2	C	B	N/R	N/R	N/R	2-5/8	1-5/8	6-3/4	
50'–30'	2 3/4	C	B	N/R	N/R	N/R	2-5/8	1-5/8	6-3/4	
30'–10'	2 3/4	D	B	N/R	N/R	N/R	2-5/8	1-5/8	6-3/4	
10'–0'	3	D	C	N/R	N/R	N/R	2-5/8	1-5/8		6-1 1/4ø x 4'-0" TOTAL ANCHOR BOLT LENGTH

NOTE: DOUBLE LETTERS SIGNIFY BACK TO BACK ANGLES.

SSTDRAW 7.2.0



ANTENNA LIST

NO.	EL	ANTENNA	AZ	COAX
–	TOP	Lightning Rod	–	–
1-12	TOP	12-SC 9014-DIN	–	(12)-LDF7
–	TOP	AM110-P-14	–	–
13-24	130'	12-SC 9014-DIN	–	(12)-LDF7
–	130'	AM110-P-14	–	–
25-36	110'	12-SC 9014-DIN	–	(12)-LDF7
–	110'	AM110-P-14	–	–
37-48	90'	12-SC 9014-DIN	–	(12)-LDF7
–	90'	AM110-P-14	–	–
49	70'	8'ø HP	0°	(1)-LDF7

LINEAR APPURTENANCES

STEP BOLTS ON ONE LEG
(3) WAVEGUIDE LADDERS: (10'-150', 10'-150', 10'-150')

USING STACKABLE HANGERS AS FOLLOWS:

HT.	FACE 1	FACE 2	FACE 3	TOTAL
150'	4	4	4	12
130'	4D	4D	4D	12
110'	4D	4D	4D	12
90'	4D	4D	4D	12
70'	1	–	–	01

(D = DOUBLE STACKED)
(ASSUMED STACKED CABLES EXCEPT TOP CARRIER)

THIS TOWER WAS DESIGNED ALSO TO MEET 90-MPH 3-SECOND GUST WIND SPEED PER 2003 IBC.

6/14/05

MEMBER TABLE	
Y	L1 3/4 X 1 3/4 X 3/16
B	L2 X 2 X 3/16
C	L2 1/2 X 2 1/2 X 3/16
D	L3 X 3 X 3/16

STATE OF KENTUCKY
MARTIN L. de la ROSA
18130
REGISTERED
PROFESSIONAL ENGINEER

MAX. BASE REACTIONS (UNFACTORED)

UPLIFT/LEG: 131.5 KIPS. O.T. MOMENT: 2279.3 FT-KIPS.
COMP./LEG: 156.7 KIPS. MAX. DOWNLOAD: 47.8 KIPS.
HORIZ./LEG: 15.5 KIPS. TOTAL SHEAR: 25.7 KIPS.

EST.WEIGHT: 13.0 KIPS (No SPL or Gussets)

NOTES:

1. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS.
2. REINFORCING STEEL SHALL BE ASTM A615 GR. 60 (Fy = 60 KSI)
3. TOTAL CONCRETE = 37 CUBIC YARDS FOR 3 PIERS
4. SEE PREVIOUS PAGE FOR ANCHOR BOLTS SIZE AND LENGTH
5. FOUNDATION DESIGN IS BASED UPON SOIL REPORT
   PREPARED BY : FSTAN
   PROJECT NO. : CTNT022090
   DATED : 9/26/02

OPTION - 1

FWT, Inc.
P.O. BOX 8597, FORT WORTH, TX 76124-0597
TEL: (800)433-1816 FAX (817)255-8656

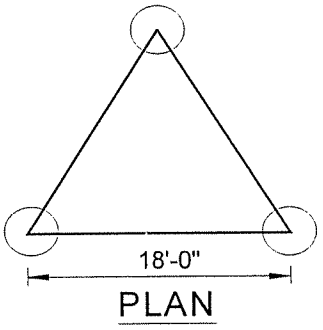
Page 1 Of 1 By TWL
Checked By Date 6/11/05
Job No. J050610002 Design No. S05-0236-A
Revision No. Date
Tower 150 FT SELF SUPPORT TOWER
Site GHENT, KY

Owner VERIZON WIRELESS
Design 75 MPH/ 65 MPH + 1/2" ICE
According to ANSI/EIA 222-F 1996

FOUNDATION REACTIONS (OLF NOT INCL.)

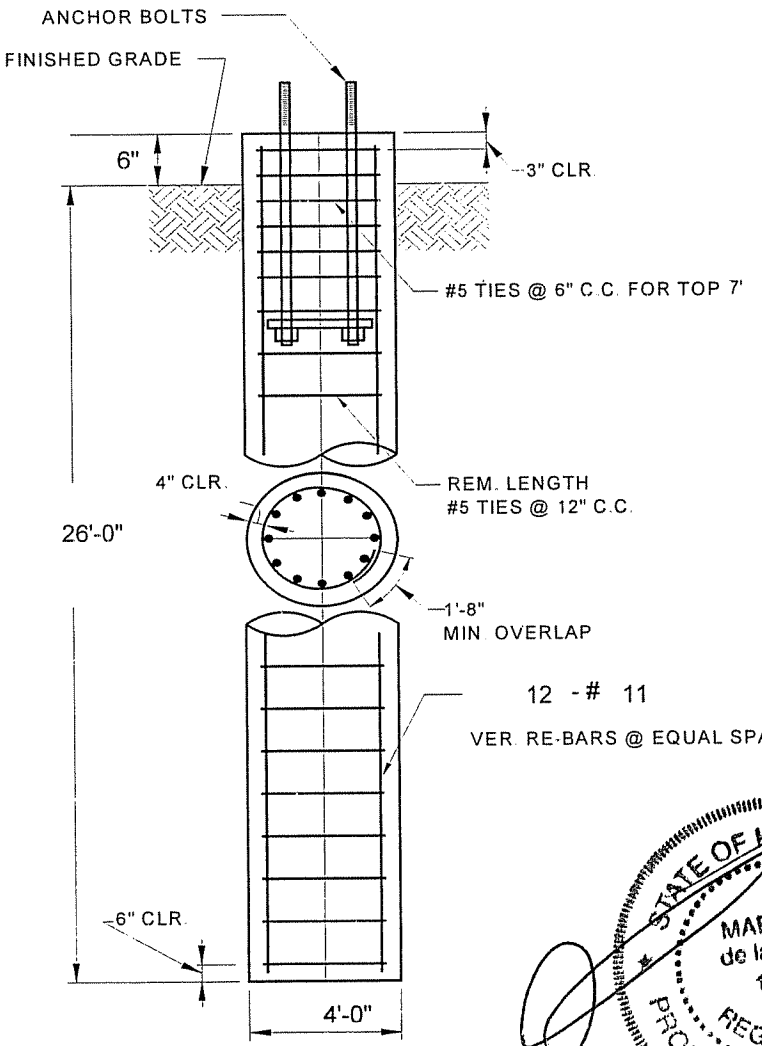
UPLIFT:	131.5 KIPS
COMPRESSIO	156.7 KIPS
SHEAR:	15.5 KIPS

CAISSON FOUNDATION



PLAN

NOT TO SCALE



SEC. ELEVATION

6/14/05

STATE OF KENTUCKY
MARTIN L. de la ROSA
18130
REGISTERED PROFESSIONAL ENGINEER

NOTES:

1. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS.
2. REINFORCING STEEL SHALL BE ASTM A615 GR. 60 (Fy = 60 KSI)
3. TOTAL CONCRETE = 117 CUBIC YARDS
4. SEE PREVIOUS PAGE FOR ANCHOR BOLTS SIZE AND LENGTH
5. FOUNDATION DESIGN IS BASED UPON SOIL REPORT PREPARED BY : FSTAN

   PROJECT NO. : CTNT022090
   DATED : 9/26/02
6. FOUNDATION IS TO REST ON FIRM UNDISTURBED SOIL.

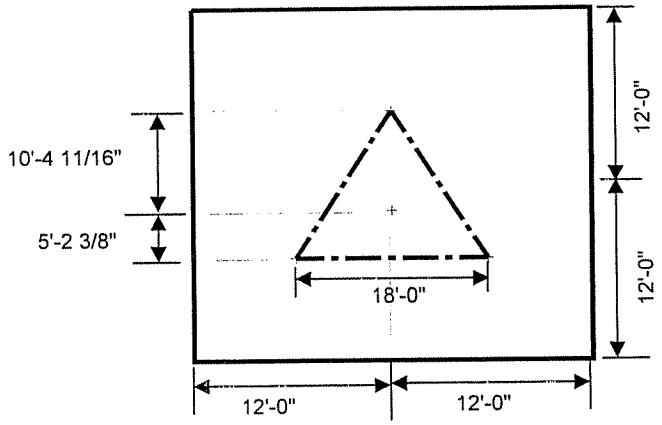
OPTION - 2

FWT, Inc.
P.O. BOX 8597, FORT WORTH, TX 76124-0597
TEL: (817)433-1816 FAX (817)255-8656

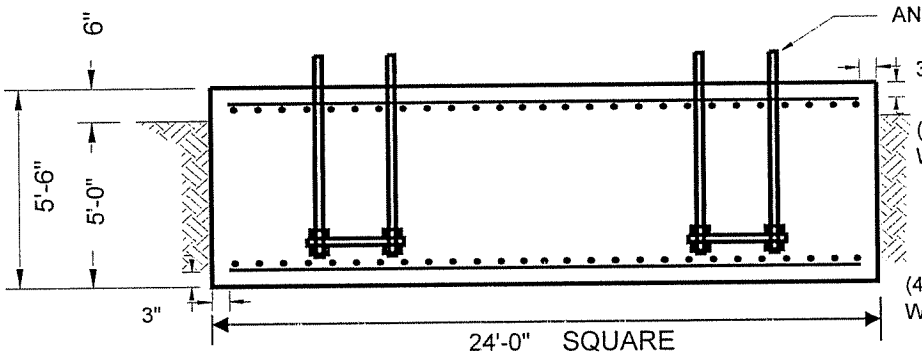
Page 2 Of 2 By TWL
Checked By _____ Date 6/11/05
Job No. J050610002 Design No. S05-0236-A
Revision No. _____ Date _____
Tower 150 FT SELF SUPPORT TOWER
Site GHENT, KY
Owner VERIZON WIRELESS
Design 75 MPH/ 65 MPH + 0.5" Ice
According to ANSI/EIA 222-F 1996

FOUNDATION REACTIONS (OLF NOT INCL.)

DOWNLOAD:	47.8 KIPS
SHEAR:	25.7 KIPS
OT MOMENT:	2279.3 FT-KIPS



PLAN

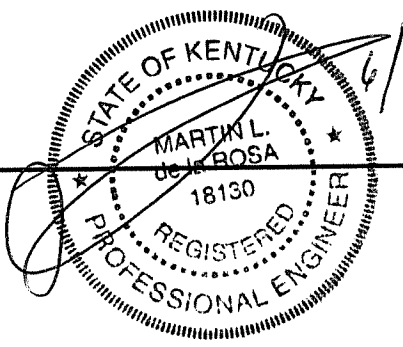


(48) #8 RE-BARS AT EQUAL SPACING EACH WAY @ TOP (TOTAL OF 96 #8 RE-BARS)

(48) #8 RE-BARS AT EQUAL SPACING EACH WAY @ BOTTOM (TOTAL OF 96 #8 RE-BARS)

MAT FOUNDATION

NOT TO SCALE



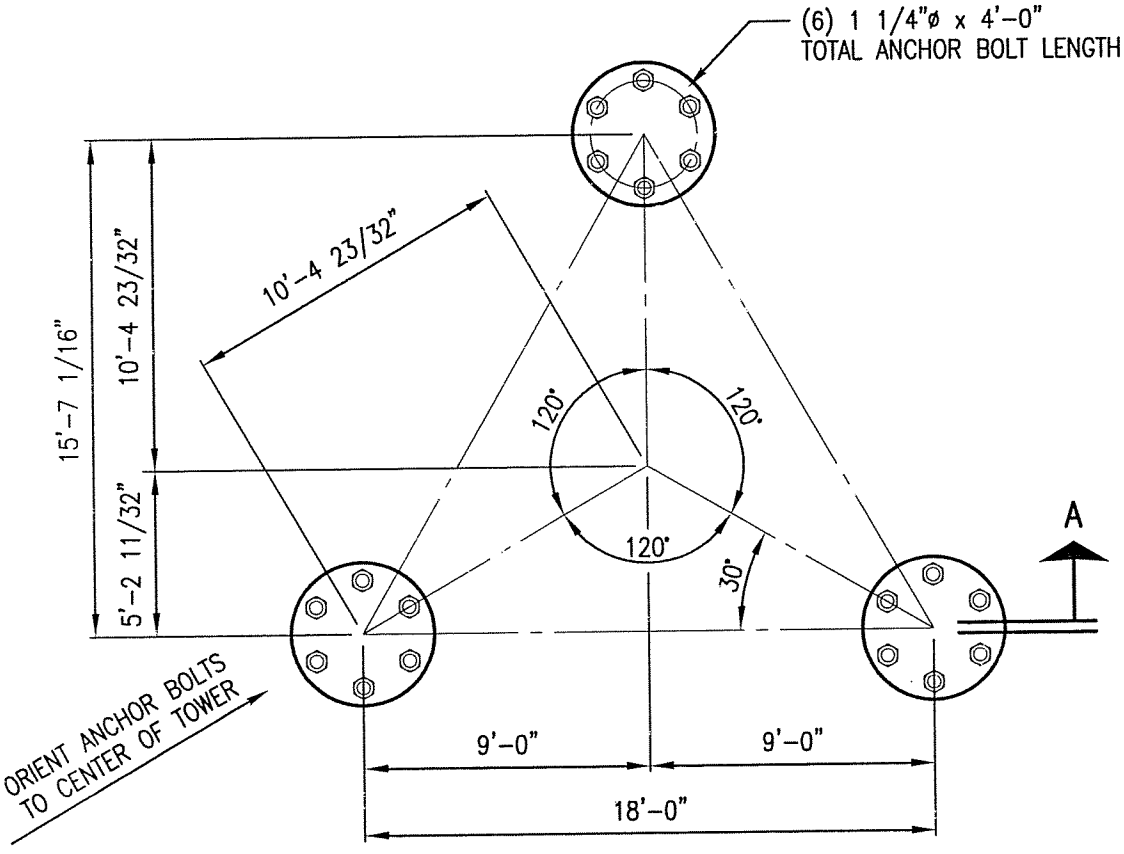
6/14/05

FIELD NOTES:

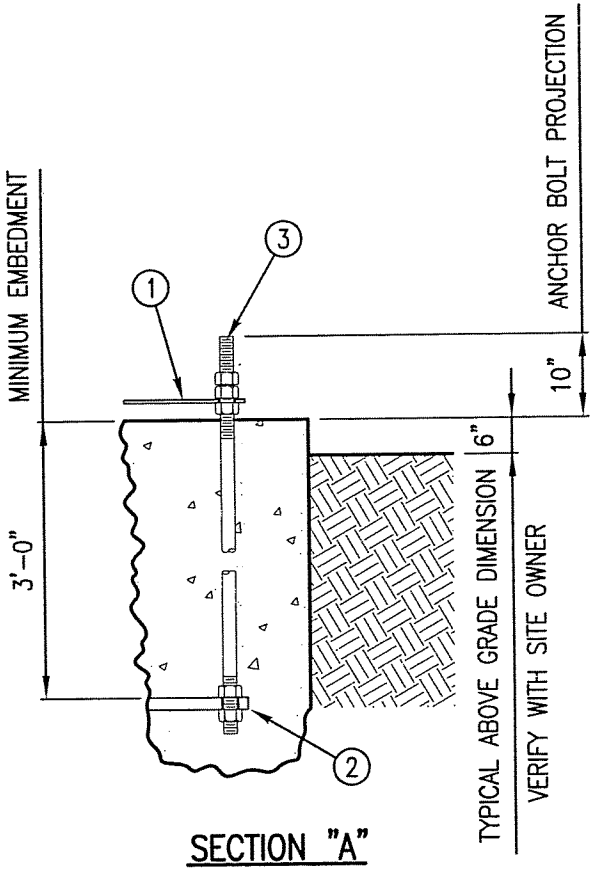
1.) VERIFY TOWER ORIENTATION WITH CUSTOMER.
2.) TOP OF FINISHED CONCRETE MUST BE AT THE SAME ELEVATION UNDER ALL TOWER LEGS.
3.) SEE FOUNDATION DESIGN FOR SPECIFIC INSTALLATION INFORMATION AND DESIGN CRITERIA.
4.) ANCHOR BOLTS TO BE SET WITH FURNISHED ANCHOR BOLT TEMPLATES.
5.) ANCHOR BOLT ORIENTATION – SEE BELOW
6.) ANCHOR BOLT THREADS ABOVE CONCRETE SHOULD BE PROTECTED DURING FOUNDATION INSTALLATION.
7.) REMOVE TOP TEMPLATE PRIOR TO SETTING TOWER BASE SECTION.

BILL OF MATERIAL

ITEM	MARK NO.	QTY.	DESCRIPTION	WEIGHT/lbs
1	------	3	TEMPLATE @ TOP	
2	------	3	ANCHOR PLATE @ BOTTOM	
3	------	18	1 1/4"ø A36 ANCHOR BOLT x 4'-0"	
4				
5				
6				
7				
8				
9				
10				
			TOTAL GALVANIZED WEIGHT/lbs	



PLAN VIEW



SECTION "A"

REV.	DATE	BY	INIT.	DESCRIPTION

FWT, Inc.
5750 East I-20
Fort Worth, Texas 76119 U.S.A.
(817) 255-3060 FAX (817) 255-8656

DRAWN BY: TLEE | CHECKED BY: | CAD FILE: C:\CUSTOM\DRAWING1.DWG|TLEE|11JUN05|8:20AM | REV. –

SPECIFIC INFORMATION: GHENT, KY

SCALE: NONE | DATE: 11-JUN-05 | SHEET NO.: SHEET 1 OF 1

DRAWING TITLE: ANCHOR BOLT INSTALLATION

JOB NO.: J050610002 | DRAWING NO.: AB0028

FStan
Land Surveyors and Consulting Engineers
Formerly F.S. Land & T. Alan Neal Companies

September 26, 2002

CELLCO Partners
C/o Mr. Charlie Craig
2002 Castleman Drive
Nashville, TN 37215

Re: Geotechnical Engineering Study
Proposed Communications Tower
US 42 and SR 550
Ghent, Kentucky
FStan Project No. CTTT022090

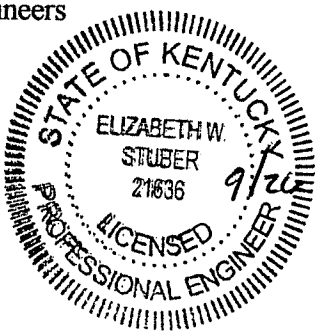
Dear Mr. Craig:

Transmitted herewith is our geotechnical engineering report for the referenced project as authorized in accordance with our September 17, 2002 proposal for geotechnical services. This report contains our findings, an engineering interpretation of these findings with respect to the available project characteristics, and recommendations to aid design and construction of the tower foundations. We appreciate the opportunity to be of service to you on this project. If you have any questions regarding this report, please contact our office.

Cordially,

FStan Land Surveyors and Consulting Engineers

Elizabeth W. Stuber, PE
Project Geotechnical Engineer



Walter C. Martin, PE
Senior Consulting Engineer

Copies submitted: (3) Mr. Charlie Craig

2315 Crittenden Drive PO Box 17546 Louisville, KY 40217
Phone: (502) 636-5111 (502) 635-5866 Fax: (502) 636-5263

TABLE OF CONTENTS

GEOTECHNICAL ENGINEERING INVESTIGATION

Proposed Communications Transmission Tower
US 42 and SR 550
Ghent, Kentucky
FStan Project No. CTTT022090

1. PURPOSE AND SCOPE

The purpose of this study was to determine the general subsurface conditions at the location of the proposed tower by drilling one soil test boring and to evaluate this data with respect to foundation concept and design for the proposed self-supported tower. Also included is an evaluation of the site with respect to potential construction problems and recommendations dealing with quality control during construction.

2. PROJECT CHARACTERISTICS

CELLCO Partners is planning to construct a communications tower northwest intersection of US 42 and SR 550 in Ghent, Carrollton County, Kentucky. The proposed lease area will be approximately 100 feet by 100 feet square with an access roadway running east from the lease area than south to US 42. The proposed lease area will be located in an open field adjacent to the north side of a tobacco barn and is approximately 474 feet about mean sea level. Surface water appears to flow from the south to the Ohio River about 3,000 feet to the north. According to the Kentucky Division of Water, the site has a base flood elevation of EL 470.5. The proposed tower location is shown on the Boring Location Plan in the Appendix.

Preliminary design plans indicate that this proposed project would consist of the construction of a self-support tower 150 feet tall. We assume that the tower will be supported on drilled piers or on a common mat foundation bearing at a suitable depth below the existing ground surface. No foundation design loads have been provided and we assume that the maximum downward load on

the tower will not exceed about 300 kips/leg and that the maximum uplift and lateral forces will be no greater than about 200 kips/leg and 30 kips/leg, respectively. The development will also include a small equipment shelter near the base of the tower. The wall and floor loads for the shelter are assumed to be less than 4 kip/ln.ft. and 200 lbs/sq.ft., respectively.

3. SUBSURFACE CONDITIONS

The subsurface conditions were explored by drilling one test boring at the base of the proposed tower that was staked in the field by the project surveyor. The Geotechnical Soil Test Boring Log, which is included in the Appendix, describes the materials and conditions encountered. A sheet defining the terms and symbols used on the boring log can also is found in the Appendix. The general subsurface conditions disclosed by the test boring are discussed in the following paragraphs.

About 2.5 feet of topsoil were encountered at the ground surface, which may be due to it proximity to the Ohio River. Below the topsoil, the boring encountered silty clay (CL) and sandy silt (ML) of low plasticity to a depth of about 7.5 feet below the existing ground surface. The SPT N-values in the silty soils ranged from 14 to 15 blows per foot indicating a stiff consistency. A loose layer of silty fine sand (SM) was encountered from about 7.5 to 23 feet. The boring encountered loose, poorly graded sand at about 23 feet. At about 25 feet, the sand became medium dense to dense with large gravel to the termination depth of 40 feet. The SPT N-values in the sand ranged from 28 to 35 blows per foot. The boring was terminated at the scheduled depth of 40 feet below the existing ground surface.

Observations made at the completion of drilling operations indicated the boring to be dry. It must be noted, however, that short-term water readings in test borings are not necessarily a reliable indication of the actual groundwater level. Furthermore, it must be emphasized that the groundwater level is not stationary, but will fluctuate seasonally.

According to the 2002 Kentucky Building Code, Carroll County, Kentucky is within seismic design category B (an UBC equivalent seismic zone of 1). In this system, Zone E is the most seismically active while Zone B has the lowest earthquake potential. Considering the subsurface conditions encountered at the site using Table 1615.1.1 of the building code, the soil-profile type is S_D.

4. FOUNDATION DESIGN RECOMMENDATIONS

The following design recommendations have been developed on the basis of the previously described project characteristics (Section 2.0) and subsurface conditions (Section 3.0). This office must be notified if the project description included herein is incorrect, or if the proposed structure location is changed, to establish if revisions to the following recommendations are necessary.

4.1. Tower

Our findings indicate that the proposed self-support tower can be supported on drilled piers or on a common mat foundation.

4.1.1. Drilled Piers

Drilled piers that bear in the medium dense to dense sand below a depth of about 28 feet can be designed for a net allowable end bearing pressure of 6,000 pounds per square foot. The following table summarizes the recommended values for use in analyzing lateral and frictional resistance for the various strata encountered at the test boring. It is important to note that these values are estimated based on the standard penetration test results and soil types, and were not directly measured. The values provided for undrained shear strength and total unit weight are ultimate values and appropriate factors of safety

should be used in conjunction with these values. If the piers will bear deeper than about 35 feet, a deeper boring should be drilled to determine the nature of the deeper material.

Depth Below Ground Surface, feet	Undrained Shear Strength, psf	Angle of Internal Friction, Ø, degrees	Total Unit Weight, pcf	Allowable Passive Soil Pressure, psf/one foot of depth	Allowable Side Friction, psf
0 – 7	750	0	120	500 + 40D	0
7 – 28	0	30°	120	850 + 40(D-7)	500
28 - 35	0	32°	125	1,850 + 40(D-28)	1200

Note: D = Depth below ground surface (in feet) to point at which the passive pressure is calculated.

It is important that the drilled piers be installed by an experienced, competent drilled pier contractor who will be responsible for properly installing the piers in accordance with industry standards and generally accepted methods, without causing deterioration of the subgrade. The recommendations contained herein relate only to the soil-pier interaction and do not account for the structural design of the piers.

4.1.2. Mat Foundation

As an alternative, the tower could be supported on a common mat foundation bearing at a depth of at least 3.5 feet in the stiff clayey silt soils. A net allowable bearing pressure of up to 2,000 pounds per square foot may be used. This value may be increased by 30 percent for the maximum edge pressure under transient loads. A friction value of 0.30 may be used between the concrete and the underlying silty soil. The passive pressures given for the drilled pier foundation may be used to resist lateral forces.

It is important that the mat be designed with an adequate factor of safety with regard to overturning under the maximum deign wind load.

4.2. Equipment Building

The equipment building may be supported on shallow spread footings bearing in the shallow bedrock or clay soil and designed for a net allowable soil pressure of 2,500 pounds per square foot. The footings should be at least ten inches wide. If the footings bear on soil they should bear at a depth of at least 30 inches to minimize the effects of frost action. All existing topsoil or soft natural soil should be removed beneath footings.

The floor slab for the new equipment building may be subgrade supported on a properly prepared subgrade. The slab should be designed and adequately reinforced to resist the loads proposed. The exposed subgrade should be carefully inspected by probing and testing as needed. Any organic material still in place, frozen or excessively soft soil and other undesirable materials should be removed.

Once the subgrade has been properly prepared and evaluated, fill may be placed to attain the desired final grade. Any non-organic, naturally occurring, non-expansive soils can be used for structural fill, including those encountered on this site, pending evaluation by the geotechnical engineer.

All engineered fill should be compacted to a dry density of at least 100 percent of the standard Proctor maximum dry density (ASTM D698). The compaction should be accomplished by placing the fill in about eight inch loose lifts and mechanically compacting each lift to at least the specified

density. Field tests should be performed on each lift as necessary to insure that adequate compaction is being achieved.

4.3. Drainage and Groundwater Considerations

Good site drainage must be provided. Surface run-off water should be drained away from the shelter building and not allowed to pond. It is recommended that all foundation concrete be placed the same day the excavation is made.

At the time of this investigation, groundwater was not encountered. Therefore, no special provisions regarding groundwater control are considered necessary for the proposed structures.

5. GENERAL CONSTRUCTION PROCEDURES AND RECOMMENDATIONS

It is possible that variations in subsurface conditions will be encountered during construction. Although only minor variations that can be readily evaluated and adjusted for during construction are anticipated, it is recommended the geotechnical engineer or a qualified representative be retained to perform continuous inspection and review during construction of the soils-related phases of the work. This will permit correlation between the test boring data and the actual soil conditions encountered during construction.

5.1. Foundation Excavation Inspection

If a drilled pier is used, the material at the base of the drilled pier excavation should be inspected by the geotechnical engineer or qualified soil technician to insure that the pier will bear on satisfactory

material. However, it is not necessary to directly inspect the soil material at the base of the drilled pier excavations. Rather, the inspection can be performed without entering the pier excavation by observing the drilling operations and auger cuttings throughout the entire length of the pier excavation to verify that the material at the bearing elevation is the material prescribed in Section 4.0. It is important that the pier excavations and subsurface conditions be monitored until the concrete is placed to verify that the otherwise competent soils are not adversely affected by improper construction methods or by groundwater seepage or surface water infiltration. If unsuitable conditions are encountered at the bases of pier excavations, the pier excavations should be extended to the bottom of such undesirable material and re-inspected. Since the pier will extend below a depth of about 7 feet, temporary casing will probably be needed due to the sandy soil encountered below 7 feet. It is important that the concrete be placed and the casing removed in such a fashion as to prevent "necking" of the drilled pier. Unless the pier excavation is completely dry, the concrete must be placed by tremie. No pier should be entered unless it is cased and all regulations regarding confined space entry are followed.

If a mat foundation is used, the foundation excavation should be inspected by the geotechnical engineer or a qualified soils technician to insure that all undesirable material is removed and that the foundation will bear on satisfactory material as described in Section 4.1. At the time of such inspection, it will be necessary to make hand auger borings or use a hand penetration device in the base of the foundation excavation to insure that the soils below the base are satisfactory for foundation support. The necessary depth of penetration will be established during inspection.

If undercutting is required in order to remove unsuitable materials at the tower foundation location, the foundation bearing elevation may be re-established by backfilling after all undesirable materials have been removed or the foundation can be placed at the lower depth. The undercut excavation beneath the foundation should extend to suitable bearing soils and the dimensions of the excavation base should be determined by imaginary planes extending outward and down on a

2 (vertical) to 1 (horizontal) slope from the base perimeter of the foundation. The entire excavation should then be refilled with a well-compacted granular fill as described in Section 5.2. Special care should be exercised to remove any sloughed, loose or soft materials near the base of the excavation slopes, to insure that no pockets of loose or soft materials will be left in place along the excavation slopes below the foundation bearing level.

Soils exposed in the base of the foundation excavation should be protected against any detrimental changes in conditions such as from disturbance, rain and freezing. Surface run-off water should be drained away from the excavation and not allowed to pond. If possible, all concrete should be placed that same day the excavation is made. If this is not practical, the excavation should be adequately protected.

5.2. Fill Compaction

All engineered fill placed adjacent to and above the tower foundation should be compacted to a dry density of at least 95 percent of the standard Proctor maximum dry density (ASTM D-698). This should be increased to 100 percent for any fill placed below the tower foundation. The compaction should be accomplished by placing the fill in about 8 inch (or less) loose lifts and mechanically compacting each lift to at least the specified minimum dry density. Field density test should be performed on each lift as necessary to insure that adequate moisture conditioning and compaction is being achieved.

Compaction by flooding is not considered acceptable. This method will generally not achieve the desired compaction and the large quantities of water will tend to soften the foundation soils.

5.3. Construction Dewatering

No serious dewatering problems are anticipated for shallow excavations. At the time of our investigation, ground water was not encountered. Depending upon seasonal conditions or the rise of the Ohio River, some minor seepage into excavations may be experienced in shallow excavations. It is anticipated that any such seepage into shallow excavations can be handled by conventional dewatering methods such as pumping from sumps. Dewatering of drilled pier excavations that extend below the groundwater level may be more difficult since pumping directly from the excavations could cause a deterioration of the bottom of the excavation. If the pier excavations are not dewatered, concrete should be placed by the tremie method.

6. FIELD AND LABORATORY INVESTIGATION

One soil test boring was drilled based on the tower center location established in the field by the project surveyor. Split-spoon samples were obtained by the Standard Penetration Test (SPT) procedure (ASTM D1586) in the test boring. The boring was extended to the scheduled termination depth of 40 feet below grade. Representative portions of the soil samples were sealed in glass jars and returned to our laboratory.

The boring log is included in the Appendix along with a sheet defining the terms and symbols used on the log and an explanation of the Standard Penetration Test (SPT) procedure. The log presents visual descriptions of the soil strata encountered, Unified System soil classifications, groundwater observations, sampling information, laboratory test results, and other pertinent field data and observations.

The split-spoon samples were inspected and visually classified by a geotechnical engineer in general accordance with the Unified Soil Classification System and the field boring logs were edited as

necessary. To aid in classifying the soil samples and to check the general soil characteristics, pocket penetrometer tests were performed on selected samples. The results of these tests are included on the boring logs.

7. LIMITATIONS OF STUDY

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either express or implied. FStan is not responsible for the independent conclusions, opinions or recommendations made by others based on the field exploration and laboratory test data presented in this report.

A geotechnical study is inherently limited since the engineering recommendations are developed from information obtained from a test borings that only depict subsurface conditions at the specific locations, times and depths shown on the logs. Soil conditions at other locations may differ from those encountered in the test borings, and the passage of time may cause the soil conditions to change from those described in this report.

The nature and extent of variation and change in the subsurface conditions at the site may not become evident until the course of construction. Construction monitoring by the geotechnical engineer or a representative is therefore considered necessary to verify the subsurface conditions and to check that the soils connected construction phases are properly completed. If significant variations or changes are in evidence, it may then be necessary to re-evaluate the recommendations of this report. Furthermore, if the project characteristics are altered significantly from those discussed in this report, if the project information contained in this report is incorrect, or if additional information becomes available, a

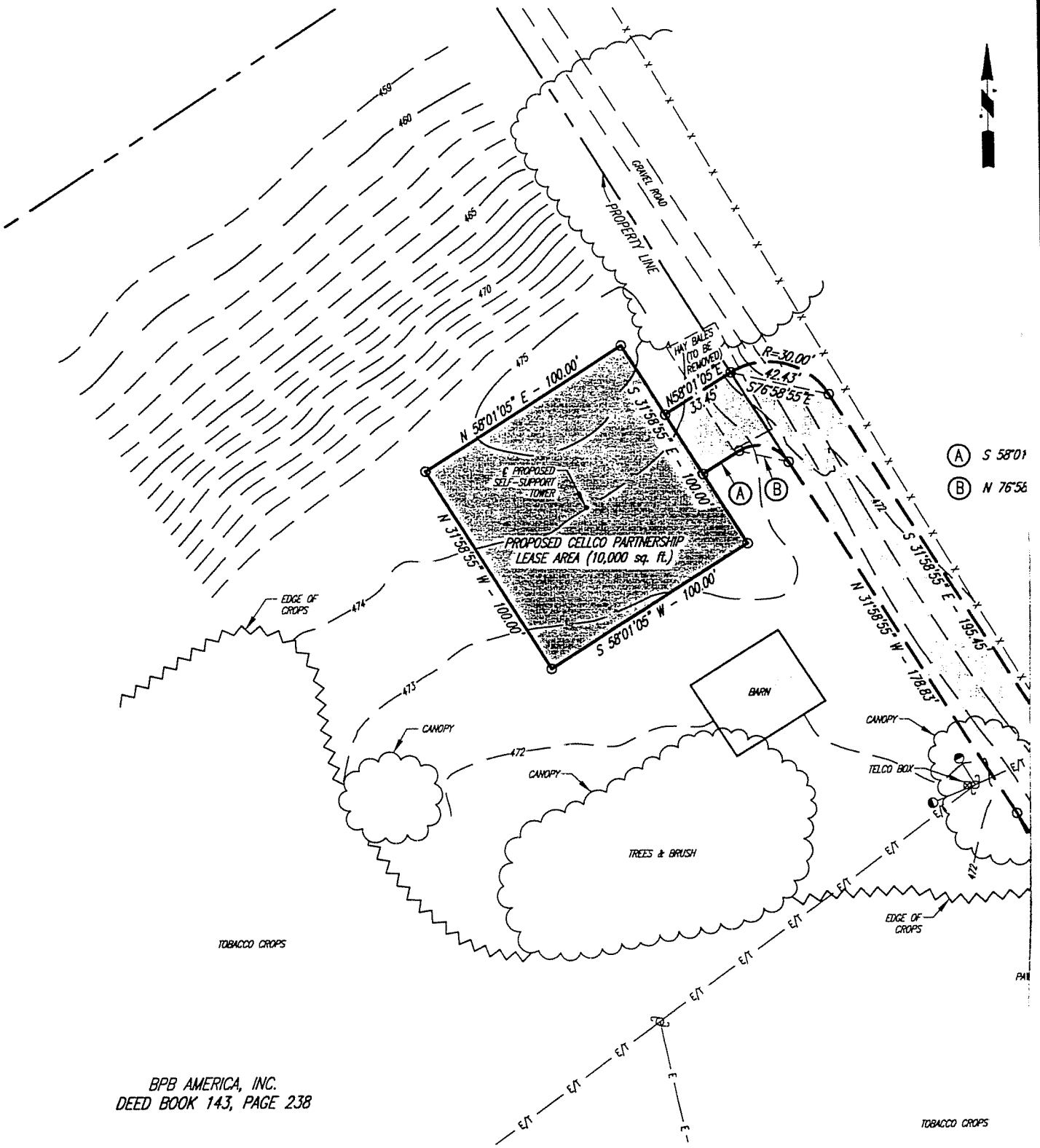
review must be made by this office to determine if any modification in the recommendations will be required.

APPENDIX

SITE LOCATION PLAN

GEOTECHNICAL BORING LOG

SOIL SAMPLE CLASSIFICATION



Approximate Location of FStan Boring

BORING LOCATION PLAN CELLCO Partnership Proposed Communications Tower US 42 and SR 550 Ghent, Kentucky	PROJECT NUMBER CTTT022090 Scale: 1" = 60'	FStan PO BOX 17546 Louisville, KY 40217

FStan Land Surveyors and Consulting Engineers
P.O. Box 17546
2315 Crittenden Drive
Louisville, KY 40217
(502) 636-5866
(502) 636-5263

Geotechnical Boring Log

Boring No: **B-1**

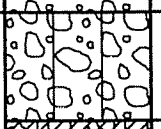
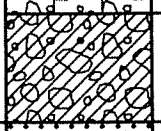
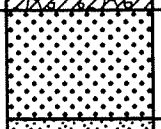
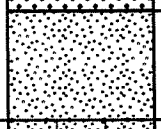
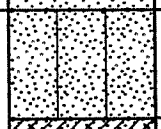
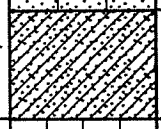
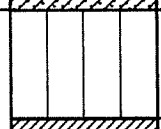
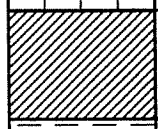
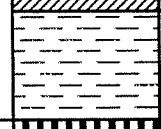
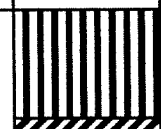
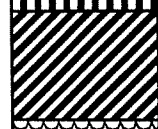
Client: CELLCO Partnership	Project Number: CTTT022090
Project: Proposed Communications Tower	Drilling Firm: Rhodes Incorporated
Location: US 42 and SR 550, Ghent, Kentucky	Project Manager: Beth Stuber
Date Started: 9/23/2002	Total Depth of Boring: 40 ft
Date Completed: 9/23/2002	NA on rods
Boring Method: HSA	NA at completion
Surface Elevation: 474	NA NA hours after completion

Layer Elev. ft	Layer Depth ft	Material Description	Sample No.	Type	Blows	Rec. %	PP tsf	W %	Remarks
		TOPSOIL							
471.5	2.5	SILTY CLAY (CL) - stiff, moist, brown with trace fine sand	1	SS	5-7-8	67	3.2		
469.0	5.0	SANDY SILT (ML) - medium dense, moist, brown	2	SS	6-6-8	100			
466.5	7.5	SILTY fine SAND (SM) - loose, wet, brown	3	SS	1-3-4	100			
			4	SS	3-3-3	67			
			5	SS	3-2-3	89			
451.5	22.5	SAND (SP) - loose, moist, brown with trace silt	6	SS	3-3-3	67			
		- dense, wet, brown, fine to course grained with some large gravel.	7	SS	8-17-18	33			
		- medium dense	8	SS	14-11-17	50			
			9	SS	19-13-16	33			
434.0	40.0	Bottom of Boring at 40 ft							The borehole was dry at the completion of drilling and the borehole did not cave.

Depth Scale ft: 5, 10, 15, 20, 25, 30, 35, 40

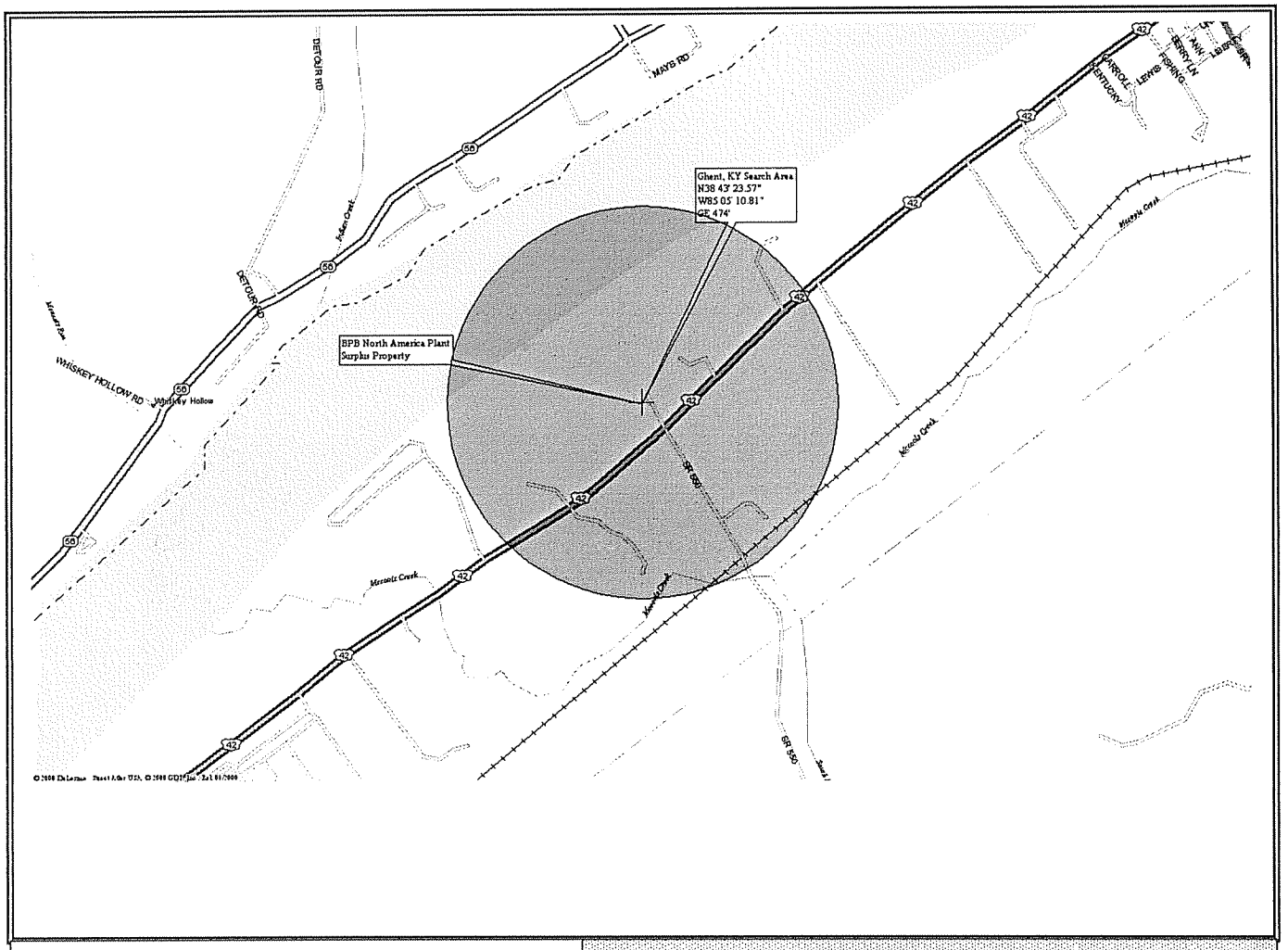
GEOTECHNICAL BORING LOG 02-2090.GPJ FSTAN.GDT 9/26/02

SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS GRAPH	SYMBOLS LETTER	TYPICAL DESCRIPTIONS
COARSE GRAINED SOILS — MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS — MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
				GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
				GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
	SAND AND SANDY SOILS — MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND - SILT MIXTURES
				SC	CLAYEY SANDS, SAND - CLAY MIXTURES
FINE GRAINED SOILS — MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS — LIQUID LIMIT LESS THAN 50			ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS — LIQUID LIMIT GREATER THAN 50			MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

Site Locator Map



Directions To Site: From Louisville, KY take I-71N and exit at #44, KY Hwy 227N and follow to US Hwy 42E and follow to BPB North America Plant and SITE.	**Verizon Wireless** ***Market*** ***Louisville, KY*** **10488 Bluegrass Pkwy** **Louisville, KY 40299**
Real Estate Manager: Amy Inman Construction Manager: Marshall Boyd RF Engineer Manager: Eric Nelson	Site #/Name: Ghent, KY Site Address: TBD

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

July 28, 2005

Hon. Harold Tomlinson
Carroll County Judge Executive
Carroll County Courthouse, 2nd Floor
440 Main Street
Carrollton, KY 41008

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Re: **Public Notice - Public Service Commission of Kentucky, Case No. 2005-00315 (The Ghent Facility)**

Dear Judge Tomlinson:

Cellco 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 150' self-supporting tower including attached antennas and an equipment shelter to be located at U.S. Highway 42 and S.R. 550, Ghent, Carroll County, Kentucky. A map showing the location of the proposed new cell 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, Post Office Box 615, Frankfort, KY 40602. Please refer to **Case No. 2005-00315** in your correspondence. If I can be of assistance to you, please do not hesitate to call me.

Sincerely,

W. Brent Rice

W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosure

Adjoining Property Owners
Ghent Facility

BPB America, Inc.
5301 West Cypress, Suite 300
Tampa, FL 33607-3900

Carroll County, Kentucky
Carroll County Fiscal Court
Courthouse Second Floor
Carrollton, KY 41008

Luther O. and Linda Harris Trust
4242 Highway 42 E
Carrollton, KY 41008

W.S. Kemper
3528 Madoc Road
Burkesville, KY 42717

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Enclosure

OPTION AND LEASE AGREEMENT

This Option and Lease Agreement made this ____day of _____, 2005, between BPB Manufacturing, Inc., with its principal offices located at 5301 West Cypress, Tampa, Florida 33629, Tax ID # 98-0226859 hereinafter designated LESSOR and Cellco Partnership, d/b/a Verizon Wireless, with its principal offices located at 180 Washington Valley Road, Bedminster, New Jersey, 07921, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

LESSOR is the owner of that certain real property located in Carrollton, Carroll County, State of Kentucky, and being further described in Deed Book 143 at Page 238, as recorded in the Office of Carroll County Clerk (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSEE desires to obtain an option to lease a portion of said Property, with a nonexclusive easement for access thereto (hereinafter collectively referred to as the "Premises"). The Premises contains approximately ten thousand (10,000) square feet, more specifically described on Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of One Thousand 00/100 Dollars ($1,000.00), hereinafter referred to as Option Money, to be paid by LESSEE to the LESSOR on or prior to commencement of the option, which LESSEE will provide upon its execution of this Agreement, the LESSOR hereby grants to LESSEE the right and option to lease said Premises including a right-of-way for access thereto, for the term and in accordance with the covenants and conditions set forth herein.

The option may be exercised at any time on or prior to September 1, 2005. At LESSEE's election and upon LESSEE's prior written notification to LESSOR, the time during which the option may be exercised may be further extended for one additional period of three (3) months through and including December 1, 2005, with an additional payment of [redacted] by LESSEE to LESSOR for the option period so extended. The time during which the option may be exercised may be further extended by mutual agreement in writing.

This option 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; 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; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. 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 or delayed.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this

option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other. LESSEE shall not record any evidence of the option until the option is exercised and then only pursuant to the terms of the Lease.

LESSEE shall take no action to interfere with LESSOR's current, future or permitted use of the remainder of the Property. LESSEE shall be solely responsible for all costs associated with obtaining all necessary certificates, permits and other approvals required for LESSEE's of the premises.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises provided that LESEE shall reimburse LESSOR for any costs and expenses incurred by LESSOR in providing such cooperation. LESSOR shall take no action which would materially and adversely affect the status of the Property with respect to the proposed use by LESSEE. LESSEE shall coordinate its investigation activities with LESSOR's plant manager. LESSEE agrees to indemnify, defend and hold LESSOR harmless from any losses, damages, costs, claims and expenses, including reasonable attorneys' fees, arising or resulting from LESSEE"s investigation of the Property.

The LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises via the non-exclusive easement of access owned by Lessor more particularly described in Exhibit A attached hereto to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE. For the purposes of clarification, LESSEE acknowledges that a portion of the Property is used for LESSOR's manufacturing operations and LESSEE acknowledges LESSOR's current, permitted and future use of the Property for manufacturing operations does not and will not in the future interfere with LESSEE's use of the Premises.

Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is received. On the date of such notice the following agreement shall take effect:

LEASE AGREEMENT

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") containing ten thousand (10,000) square feet as shown on Map 27, Parcel 5, together with BPB's interest in a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes as more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises").

In the event any public utility is unable to use the aforementioned nonexclusive easement of access, the LESSOR hereby agrees to grant an additional nonexclusive easement of access either to the LESSEE or to the public utility over such lands and on such terms and conditions as the parties may agree.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises. Cost for such work shall be borne by the LESSEE and should not be undertaken without the consent of the LESSOR's plant manager.

3. TERM.This Agreement shall be for an initial term of five (5) years, and beginning on the date the option is exercised by LESSEE at an 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 the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The obligation to pay rent will begin immediately upon the exercise of the option, at which time rental payments and term will begin.

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

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to [redacted] the second (2nd) five (5) year extension term shall be increased to [redacted] the third (3rd) five (5) year extension term shall be increased to [redacted]; and the fourth (4^{th}) five (5) year extension shall be increased to [redacted].

6. ADDITIONAL EXTENSIONS. The Parties may agree to extend the Lease for additional periods upon mutually acceptable terms and conditions.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. 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 shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of the LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good

condition, reasonable wear and tear excepted. 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 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. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Property for its intended purposes or the LESSEE determines that the Premises is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement. Notice of the 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 the LESSEE. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

8. INDEMNIFICATION.LESSEE shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises, or the Property by LESSEE, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the LESSOR, its servants or agents.

9. INSURANCE. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of 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. Either party may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR. In the event of such termination as provided for herein, LESSEE shall pay LESSOR six (6) months rent at such time of termination.

11. INTERFERENCE. 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 radio equipment that is of the type and frequency which will not cause measurable interference the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, LESSEE shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction. If LESSEE believes LESSOR or any other tenant on the property is taking

any action which interferes with the transmission of LESSEE's radio equipment, LESSEE is required as a condition precedent to filing suit to provide notice to LESSOR of the type and frequency of the alleged interference. LESSEE recognizes that LESSOR may presently employ radio equipment on the Property and that it is LESSEE's responsibility to verify during the Option Period that radio equipment presently used on the Property will not interfere with transmission. By exercising the Option, LESSEE shall be deemed to have approved the radio equipment presently used on the Property by LESSOR.

12. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Property to its original condition, reasonable wear and tear excepted. If such time for removal causes LESSEE to remain on the Property 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. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this Property underlying the non-exclusive easement of access herein granted shall be under and subject to the right of the LESSEE in and to such non-exclusive easement of access.

14. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying rent and performing the covenants described herein shall peaceably and quietly have, hold and enjoy BPB's interest in the Premises.

15. TITLE. LESSOR covenants 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 that there are no other liens, judgments or impediments of title on the Property, except as set forth in the public records to LESSOR's knowledge.

16 INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the 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 and signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not effect 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, either in law or in equity.

17 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.

18. 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; 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; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. 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 or delayed. 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.

19. 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: BPB Manufacturing, Inc.
6040 U.S. Highway 42 E
P.O. Box 560
Carrollton, KY 41008-0560
Attn: Plant Manager

with a copy to:

BPB America, Inc.
5301 West Cypress, Suite 300
Tampa, Florida 33629
Attn: General Counsel

LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

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

21. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also 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. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest or other security interest, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest or other security interest in recordable form. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security 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 security interest and the 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.

22. RECORDING.LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer.

23. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have ten (10) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the 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 the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this Paragraph.

24. 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 activities of the LESSEE.

b. LESSOR shall hold LESSEE harmless and indemnify the 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 law or regulations 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 compliance results from conditions caused by the 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 the LESSEE.

c. LESSEE shall hold LESSOR harmless and indemnify the LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forefeitures, 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 hygience 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 hygience concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSOR; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Premises or activities conducted thereon, unless such environmental conditions are caused by the LESSOR. LESSEE shall not enter into any settlement that affects LESSOR's rights without LESSOR's prior written approval, which shall not be unreasonably withheld.

d. LESSEE 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, or, or in any way related to the Premises, unless such conditions or concerns are caused by the activities of the LESSOR.

25. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forth-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 Lease upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Lease 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 Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty.

26. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Lease upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, 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 Lease 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 Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

27. SUBMISSION OF LEASE. The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties. If any provision herein is invalid, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Lease on behalf of such party has the full right, power and authority to enter into and execute this Lease 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 Lease.

28. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises provided that LESSEE reimburses LESSOR for any costs and expenses incurred by LESSOR to maintain such compliance..

29. 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.

30. 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:

BPB Manufacturing, Inc.

Elizabeth Matthews
WITNESS

BY: David McInnis
ITS: Carrollton Plant Manager

LESSEE:

Cellco Partnership d/b/a
Verizon Wireless

_____
WITNESS

BY: _____
Howard H. Bower
ITS: Midwest Area Vice President-Network

C:\My Documents\WBR\verizon wireless\ghent\Option & Lease agreement.doc

SHEET 1

S1/1 – VICINITY AND 500' STRUCTURAL MAP

S1/2 – ABUTTING PROPERTY OWNERS

S1/3 – U.S.G.S. QUAD MAP

SHEET 2

S2/1 – PROPOSED CELLCO PARTNERSHIP LEASE AREA

S2/2 – LEGAL DESCRIPTIONS

S2/3 – FLOOD ZONE DATA

COORDINATE POINT LOCATION

NAD 1983
LATITUDE: 38° 43' 23.57"
LONGITUDE: 85° 05' 10.81"
NAVD 1988
ELEVATION: 474'
STATE PLANE COORDINATE NORTH ZONE
(BLUE MARBLE GEOGRAPHIC
CALCULATOR VERSION 3.0)
NORTHING: 446538.9913
EASTING: 1401813.5750

POWER POLE

UTILITY COMPANY: KENTUCKY UTILITIES CO.
IDENTIFICATION #: N/A

PROJECT BENCHMARK

NORTH: 446434.3322
EAST: 1402012.8400
ELEVATION: 473.98'
LOCATION: BEING AN EXISTING R.R. SPIKE IN A POWER POLE, 215'± NW OF HWY. 42 R/W, NEAR A FENCE LINE ON THE WEST SIDE OF THE NORTH AMERICAN STAINLESS PROPERTY.

SYMBOL LEGEND

WOOD POWER POLE
GUY POLE
TELEPHONE PEDESTAL
GUY ANCHOR
ELECTRIC BOX
FENCE POST
SET #5 REBAR (UNLESS OTHERWISE NOTED)
EXISTING #5 REBAR (UNLESS OTHERWISE NOTED)

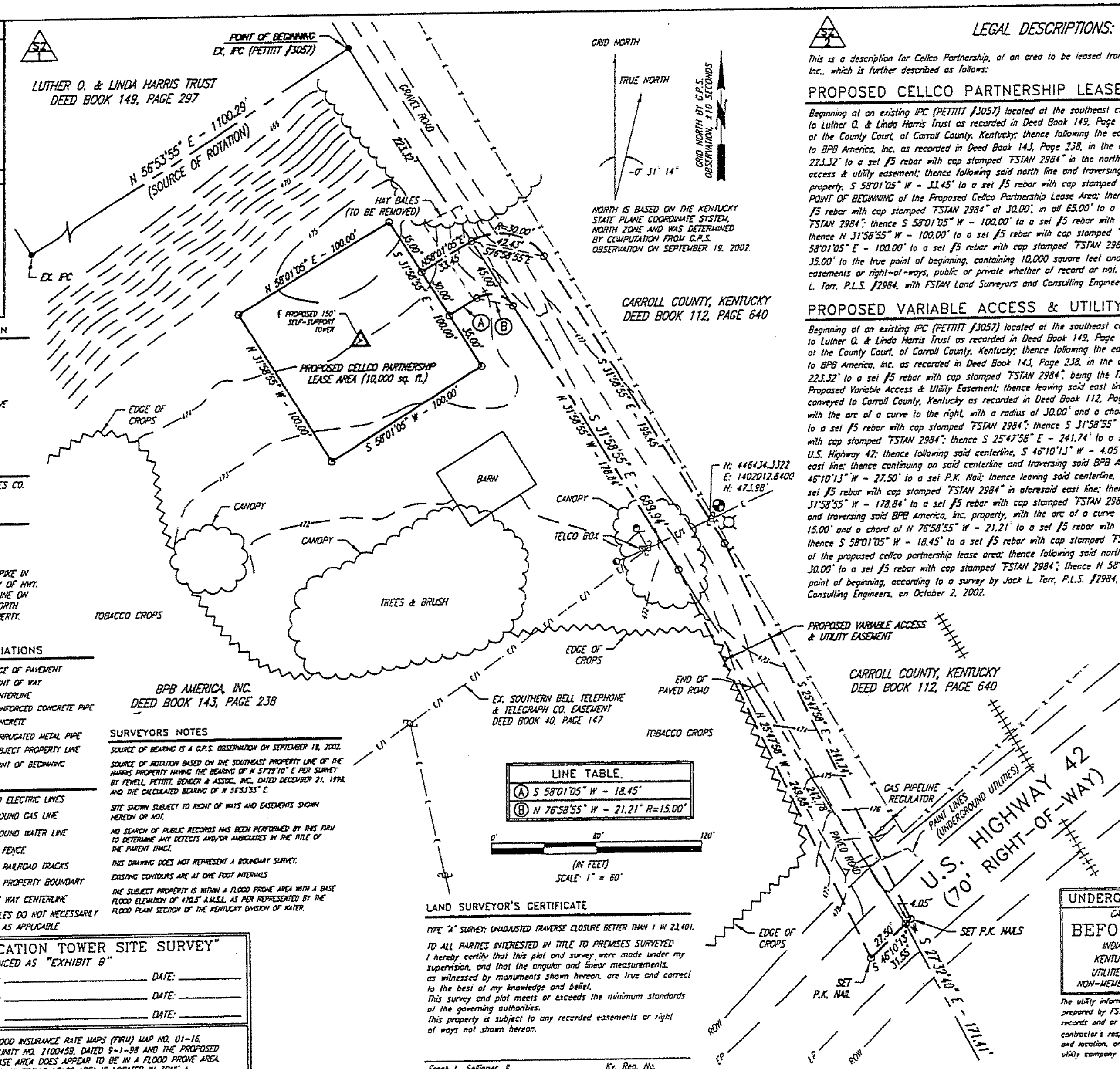
ABBREVIATIONS

EP	EDGE OF PAVEMENT
ROW	RIGHT OF WAY
℄	CENTERLINE
RCP	REINFORCED CONCRETE PIPE
CONC	CONCRETE
CMP	CORRUGATED METAL PIPE
R	SUBJECT PROPERTY LINE
POB	POINT OF BEGINNING

LINE LEGEND

OVERHEAD ELECTRIC LINES
UNDERGROUND GAS LINE
UNDERGROUND WATER LINE
EXISTING FENCE
EXISTING RAILROAD TRACKS
SUBJECT PROPERTY BOUNDARY
RIGHT OF WAY CENTERLINE

NOTE: SYMBOLS, ABBREVIATIONS, OR LINESTYLES DO NOT NECESSARILY APPEAR ON DRAWING(S). USE ONLY AS APPLICABLE



LINE TABLE.
(A) S 58°01'05" W – 18.45'
(B) N 76°58'55" W – 21.21' R=15.00'

0' 60' 120'
(IN FEET)
SCALE: 1" = 60'

SURVEYORS NOTES

SOURCE OF BEARING IS A G.P.S. OBSERVATION ON SEPTEMBER 19, 2002.

SOURCE OF ROTATION BASED ON THE SOUTHEAST PROPERTY LINE OF THE HARRIS PROPERTY HAVING THE BEARING OF N 57°29'10" E PER SURVEY BY FEWELL, PETTIT, BENDER & ASSOC., INC., DATED DECEMBER 21, 1998, AND THE CALCULATED BEARING OF N 56°53'55" E.

SITE SHOWN SUBJECT TO RIGHT OF WAYS AND EASEMENTS SHOWN HEREON OR NOT.

NO SEARCH OF PUBLIC RECORDS HAS BEEN PERFORMED BY THIS FIRM TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN THE TITLE OF THE PARENT TRACT.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

EXISTING CONTOURS ARE AT ONE FOOT INTERVALS

THE SUBJECT PROPERTY IS WITHIN A FLOOD PRONE AREA WITH A BASE FLOOD ELEVATION OF 470.5' A.M.S.L. AS PER REPRESENTED BY THE FLOOD PLAIN SECTION OF THE KENTUCKY DIVISION OF WATER.

LAND SURVEYOR'S CERTIFICATE

TYPE "A" SURVEY: UNADJUSTED TRAVERSE CLOSURE BETTER THAN 1 IN 23,401.

TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED
I hereby certify that this plat and survey were made under my supervision, and that the angular and linear measurements, as witnessed by monuments shown hereon, are true and correct to the best of my knowledge and belief.
This survey and plat meets or exceeds the minimum standards of the governing authorities.
This property is subject to any recorded easements or right of ways not shown hereon.

Frank L. Sellinger, II ______ Ky. Reg. No. ______

"CELLULAR COMMUNICATION TOWER SITE SURVEY"

REFERENCED AS "EXHIBIT B"

BPB AMERICA, INC. APPROVAL: ______________ DATE: ______

CARROLL COUNTY, KENTUCKY APPROVAL: ______________ DATE: ______

CELLCO PARTNERSHIP APPROVAL: ______________ DATE: ______

S2/3 I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 01-16, SHEETS 03 & 07, COMMUNITY NO. 210045B, DATED 9-1-98 AND THE PROPOSED CELLCO PARTNERSHIP LEASE AREA DOES APPEAR TO BE IN A FLOOD PRONE AREA. THE PROPOSED CELLCO PARTNERSHIP LEASE AREA IS LOCATED IN ZONE A.

LEGAL DESCRIPTIONS:

This is a description for Cellco Partnership, of an area to be leased from the property of BPB America, Inc., which is further described as follows:

PROPOSED CELLCO PARTNERSHIP LEASE AREA

Beginning at an existing IPC (PETTIT #3057) located at the southeast corner of the property conveyed to Luther O. & Linda Harris Trust as recorded in Deed Book 149, Page 297 in the Office of the Clerk, of the County Court, of Carroll County, Kentucky; thence following the east line of the property conveyed to BPB America, Inc. as recorded in Deed Book 143, Page 238, in the aforesaid office, S 31°58'55" E – 223.32' to a set #5 rebar with cap stamped "FSTAN 2984" in the north line of a proposed variable access & utility easement; thence following said north line and traversing said BPB America, Inc. property, S 58°01'05" W – 33.45' to a set #5 rebar with cap stamped "FSTAN 2984", being the TRUE POINT OF BEGINNING of the Proposed Cellco Partnership Lease Area; thence S 31°58'55" E passing a set #5 rebar with cap stamped "FSTAN 2984" at 30.00', in all 65.00' to a set #5 rebar with cap stamped "FSTAN 2984"; thence S 58°01'05" W – 100.00' to a set #5 rebar with cap stamped "FSTAN 2984"; thence N 31°58'55" W – 100.00' to a set #5 rebar with cap stamped "FSTAN 2984"; thence N 58°01'05" E – 100.00' to a set #5 rebar with cap stamped "FSTAN 2984"; thence S 31°58'55" E – 35.00' to the true point of beginning, containing 10,000 square feet and subject to any and all legal easements or right-of-ways, public or private whether of record or not, according to a survey by Jack L. Torr, P.L.S. #2984, with FSTAN Land Surveyors and Consulting Engineers, on October 2, 2002.

PROPOSED VARIABLE ACCESS & UTILITY EASEMENT

Beginning at an existing IPC (PETTIT #3057) located at the southeast corner of the property conveyed to Luther O. & Linda Harris Trust as recorded in Deed Book 149, Page 297 in the Office of the Clerk, of the County Court, of Carroll County, Kentucky; thence following the east line of the property conveyed to BPB America, Inc. as recorded in Deed Book 143, Page 238, in the aforesaid office, S 31°58'55" E – 223.32' to a set #5 rebar with cap stamped "FSTAN 2984", being the TRUE POINT OF BEGINNING of the Proposed Variable Access & Utility Easement; thence leaving said east line and traversing the property conveyed to Carroll County, Kentucky as recorded in Deed Book 112, Page 640 in the aforesaid office, with the arc of a curve to the right, with a radius of 30.00' and a chord of S 76°58'55" E – 42.43' to a set #5 rebar with cap stamped "FSTAN 2984"; thence S 31°58'55" E – 195.45' to a set #5 rebar with cap stamped "FSTAN 2984"; thence S 25°47'58" E – 241.74' to a P.K. Nail in the centerline of U.S. Highway 42; thence following said centerline, S 46°10'13" W – 4.05' to a set P.K. Nail in aforesaid east line; thence continuing on said centerline and traversing said BPB America, Inc. property, S 46°10'13" W – 27.50' to a set P.K. Nail; thence leaving said centerline, N 25°47'58" W – 249.88' to a set #5 rebar with cap stamped "FSTAN 2984" in aforesaid east line; thence following said east line, N 31°58'55" W – 178.84' to a set #5 rebar with cap stamped "FSTAN 2984"; thence leaving said east line and traversing said BPB America, Inc. property, with the arc of a curve to the left, with a radius of 15.00' and a chord of N 76°58'55" W – 21.21' to a set #5 rebar with cap stamped "FSTAN 2984"; thence S 58°01'05" W – 18.45' to a set #5 rebar with cap stamped "FSTAN 2984" in the northeast line of the proposed cellco partnership lease area; thence following said northeast line, N 31°58'55" W – 30.00' to a set #5 rebar with cap stamped "FSTAN 2984"; thence N 58°01'05" E – 33.45' to the true point of beginning, according to a survey by Jack L. Torr, P.L.S. #2984, with FSTAN Land Surveyors and Consulting Engineers, on October 2, 2002.

UNDERGROUND UTILITIES

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

The utility information shown on this plat, prepared by FSTAN was obtained from existing records and or by field locations. It is the contractor's responsibility to verify their existence and location, and to contact the appropriate utility company for field locations.

CELLCO PART…

FSTAN
F.S. Land Company
T. Alan Neal Company
Land Surveyors and Consulting Engineers
PO Box 17556 2313/2315 Crittenden Drive Louisville, KY 40217
Phone (502) 635-5866 (502) 635-5111 Fax: (502) 636-5263

SITE NUMBER:

SITE NAME: GHENT

SITE ADDRESS: U.S. HWY 42 & S.R. 550 GHENT, KY. 41045

PROPOSED CELLCO PARTNERSHIP LEASE AREA: AREA = 10,000 sq. ft.

PROPERTY OWNER: BPB AMERICA, INC. 5301 WEST CYPRESS, SUITE 300 TAMPA, FL. 33607-3900

MAP NUMBER: 27

PARCEL NUMBER: 5

SOURCE OF TITLE: DEED BOOK 143, PAGE 238

DWG BY:	CHKD BY:	DATE:
JMW/DSR	FSII	09.24.02

FSTAN PROJECT NO.: CTTO22080

SHEET 2 OF 2

REVISIONS:
ADJOINING OWNER – 01.07.04

C2

EXHIBIT
A

GHENT

U.S. HWY 42 & S.R. 550
CARROLL COUNTY
GHENT, KENTUCKY 41045

PROPOSED 150' SELF-SUPPORT TOWER WITH MULTIPLE CARRIERS

UTILITY PROTECTION NOTE

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE UTILITY PROTECTION CENTER, PHONE 1-800-752-6007, WHICH WAS ESTABLISHED TO PROVIDE ACCURATE LOCATIONS OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE UTILITY PROTECTION CENTER 48 HOURS IN ADVANCE OF ANY CONSTRUCTION ON THIS PROJECT. ALL NEW SERVICE AND GROUNDING TRENCHES PROVIDE A WARNING TAPE @ 12 INCHES BELOW GRADE.

NONE

AT THE

MILES

SITE NAME
GHENT

SITE ADDRESS
U.S. HWY 42 & S.R. 550
GHENT, KY 41045

SITE OWNER
BPB AMERICA, INC.
5301 WEST CYPRESS, SUITE 300
TAMPA, FL 33607-3900

APPLICANT
VERIZON WIRELESS
2441 HOLLOWAY ROAD
LOUISVILLE, KY 40299
CONTACT: AMY INMAN
PHONE: (502) 552-0330

MAP NUMBER
27

PARCEL NUMBER
5

AREA OF PARCEL
LEASE AREA = 10,000 S.F.

SOURCE OF TITLE
DEED BOOK 143, PAGE 238

PROJECT INFORMATION

SHEET NUMBER	DESCRIPTION
T-1	TITLE SHEET & SHEET INDEX
ZONING	
Z-3	SITE LAYOUT
Z-4	NORTH & SOUTH ELEVATION
Z-5	EAST & WEST ELEVATION

SHEET INDEX

NOTES

CELLCO PARTNERSHIP

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

STATE OF KENTUCKY
CHARLES E. WEITER
11220
LICENSED
PROFESSIONAL ENGINEER

SITE NAME: GHENT

SITE ADDRESS: U.S. HWY 42 & S.R. 550 GHENT, KY 41045

AREA: LEASE AREA = 10,000 SQ. FT.

TOWER TYPE: SELF-SUPPORT

TOWER HEIGHT: 150'

LATITUDE: 38°43'23.57" N
LONGITUDE: 85°05'10.81" W

NO.	REVISION/ISSUE	DATE
1.	ZONING PLANS	12/29/04
2.	CELLCO REVISIONS	1/12/05

TITLE: TITLE SHEET, SITE INFO AND SHEET INDEX

SHEET: T-1