

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

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RECEIVED

AUG 11 2005

PUBLIC SERVICE  
COMMISSION

August 11, 2005

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

**VIA HAND DELIVERY**

RE: **Application of Cellco Partnership d/b/a Verizon Wireless,  
for Issuance of a Certificate of Public Convenience and Necessity to  
Construct a Cell Facility at 57 Iles Mill Road, Salt Lick, Bath County,  
Kentucky ("Application")  
PSC Case No. 2005-00328 (Snedegar Facility)**

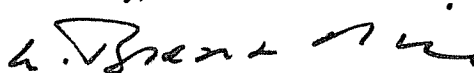
Dear Ms. O'Donnell:

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

I request a waiver of the required original and ten copies of the Application and submit the original and four (4) copies for filing. Additionally, two sets of project description drawings are submitted with the Application, both of which are signed and sealed by a licensed professional engineer in Kentucky. Any comments or questions in regard to the application should be forwarded to the undersigned.

Thank you for your assistance in this matter.

Sincerely,



W. Brent Rice  
Counsel for Verizon Wireless

WBR/dkw  
Enclosures

RECEIVED

AUG 13 2005

PUBLIC SERVICE  
COMMISSION

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 57 ILES MILL ROAD, SALT LICK, )  
BATH COUNTY KENTUCKY )

Case No. 2005-00328

(THE SNEDEGAR 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 Bath County, Kentucky (the "Cell Facility"). The Cell Facility will be comprised of a 310' 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 Frank L. Sellinger, III, 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 Land Surveyors and Consulting Engineers, dated February 13, 2005 is attached as **Exhibit D**. The geotechnical investigation report is signed and sealed by Elizabeth W. Stuber, P.E., a professional engineer registered in Kentucky. The geotechnical investigation report includes boring logs, foundation design recommendations, and a finding as the proximity of the proposed site to flood hazard areas.

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

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

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

7. Similarly, the possibility of a strong wind has been considered in the design of this tower. It has been designed and engineered by professional engineers using computer assistance and the same accepted codes and standards as are typically used for high-rise building construction. This tower has been designed in accordance with the Electronic Industries Association ("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 Land Surveyors and Consulting Engineers under the supervision of Elizabeth W. Stuber, 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 Central Tower of Newburg, Indiana. The applicant uses qualified installation crews and site inspectors for construction of its towers. The tower and foundation drawings are signed and sealed by W. Gray Hodge, a professional engineer registered in Kentucky.

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

The process that was used in selecting the site for the proposed Cell Facility by the applicant's radio frequency engineers was consistent with the process used for selecting generally all other existing cell facilities within the licensed area. The engineers used computer programs to locate cell sites that will enable the cell facilities to serve the Federal Communications Commission certificated territory without extending beyond its approved boundary and to meet other mandates of the

Commission. The engineers select the optimum site in terms of elevation and location to provide the best quality service to customers in the service area. A map of the area in which the tower is proposed to be located, that is drawn to scale and that clearly depicts the necessary search area within which a site should be located as determined by the Applicant's Radio Frequency Engineers is attached as **Exhibit E**.

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

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

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

12. The Federal Aviation Administration ("FAA") determined on July 21, 2005 that the proposed construction would not exceed FAA obstruction standards and would not be a hazard to air navigation. The determination from the FAA is attached as **Exhibit F**. The Kentucky Airport Zoning Commission ("KAZC") determined on July 26, 2005 that Applicant's application for a permit to construct the proposed facility was approved. A copy of the KAZC determination is attached as **Exhibit G**.

13. The proposed location of the tower is not within a jurisdiction that has adopted planning and zoning regulations in accordance with KRS Chapter 100. The Applicant has notified

the Bath County Judge Executive, by certified mail, return receipt requested, of the proposed construction. The Applicant included in the notice the Commission docket number under which the application will be processed and informed said person of his right to request intervention. A copy of the notice is attached as **Exhibit H**.

14. The Cell Facility will be located at 57 Iles Mill Road, Salt Lick, Bath 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 Bath County, Kentucky. The Cell Facility's coordinates are: Latitude: 38° 09' 26.94"; Longitude: 83° 37' 17.03".

15. Clear directions to the proposed site from the county seat are: From Owingsville, take SR 36 to I-64 East and turn left. Follow to US 60 (exit 123) and turn right. Follow about 4.3 miles to Polksville Road and turn left. Follow about 1.1 miles to Vance Rd. and bear right. Follow to SR 6219 and bear left. Follow to SR 211 (Moores Ferry Road) and turn left. Follow to Iles Mill Road and turn right. Follow to site on the left. The telephone number for the person preparing the directions is 502-635-5866 and the individual's name is Charles E. Weiter. The Survey identifies every structure within 500' of the proposed tower, and all easements and existing structures within 200' of the access drive, including the intersection with the Public Street System, drawn to a scale no less than one (1) inch equals 200'.

16. Applicant has notified every person who is contiguous or within 500' of the proposed tower by certified mail, return receipt requested, of the proposed construction. Applicant included in said notice the Commission docket number under which the Application will be processed and

informed each person of his or her right to request intervention. A list of the property owners and copies of the certified letters sent to the referenced property owners are attached as **Exhibit I**. Copies of the return receipts will be filed with the Commission when received.

17. The site for the proposed Facility is located in a rural area that is agricultural in nature. All adjoining property is not zoned.

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 Dennis and Cheryl McKenzie. A copy of the Option and Lease Agreement is attached as **Exhibit J**.

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

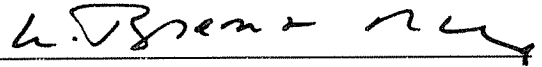
21. Applicant plans to finance the construction of the Cell Facility through the use of working capital. If sufficient funds are not available from this source, the company will obtain funds through short-term loans payable within two years.

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



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

Respectfully submitted,



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W. Brent Rice  
McBRAYER, McGINNIS, LESLIE  
& KIRKLAND, PLLC  
201 East Main Street, Suite 1000  
Lexington, KY 40507  
Phone: 859/231-8780

COUNSEL FOR CELLCO  
PARTNERSHIP d/b/a VERIZON  
WIRELESS

## **LIST OF EXHIBITS**

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

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# JACKSON & KELLY PLLC

## ATTORNEYS AT LAW

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P. O. BOX 2150  
LEXINGTON, KENTUCKY 40508-2150 40588-9945

TELEPHONE 806-255-9500 TELECOPIER 606-281-6478

<http://www.jacksonkelly.com>

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

100 FORCROFT AVENUE  
MARTINSBURG, WEST VIRGINIA 25402  
TELEPHONE 304-263-6800

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

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

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

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

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

1650 LINCOLN STREET  
DENVER, COLORADO 80214  
TELEPHONE 303-760-0003

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.

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

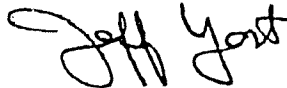
3. The Kentucky RSA No. 1 Partnership interest will be contributed to Cellco. Kentucky RSA No. 1 Partnership will continue to provide cellular service in Kentucky Rural Service Area No. 1.

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

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

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

Sincerely yours,



Jeffrey J. Yost

JJY:bsh

c: Mr. Francis Malnati  
Mr. Carl Povelites

11113\301\308852

## P.S.C. Adoption Notice No. 1

## ADOPTION NOTICE

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

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

By: 

S. Mark Tuller

Vice President, Legal and External Affairs and General Counsel

Celco Partnership d/b/a Verizon Wireless

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 10 2000

PURSUANT TO 807 KAR 6:011,  
SECTION 9 (1)BY: 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

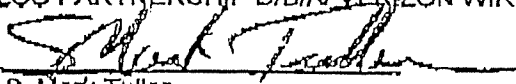
PURSUANT TO 807 KAR 6.011,  
SECTION 9 (1)

BY: Stephan O. 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







SHEET 1

- VICINITY AND 500' STRUCTURAL MAP
- ABUTTING PROPERTY OWNERS
- U.S.G.S. QUAD MAP

SHEET 2

- PROPOSED CELLCO PARTNERSHIP LEASE AREA
- LEGAL DESCRIPTIONS
- FLOOD ZONE DATA

**COORDINATE POINT LOCATION**

NAD 1983  
 LATITUDE: 38° 09' 26.94"  
 LONGITUDE: 83° 37' 17.03"  
 NAVD 1988  
 ELEVATION: 660'  
 STATE PLANE COORDINATE NORTH ZONE  
 (BLUE MARBLE GEOGRAPHIC CALCULATOR VERSION 3.0)  
 NORTHING: 240047.5219  
 EASTING: 1821167.0877

**POWER POLE**

UTILITY COMPANY: FLEMING/MASON UTILITIES  
 IDENTIFICATION #: N/A

**PROJECT BENCHMARK**

NORTH: 240108.1345  
 EAST: 1821130.6719  
 ELEVATION: 660.79'  
 LOCATION: BEING A SET IPC LOCATED AT THE NORTHWEST CORNER OF THE PROPOSED LEASE AREA

**SYMBOL LEGEND**

- WOOD POWER POLE
- LIGHT POLE
- TELEPHONE PEDESTAL
- GUY ANCHOR
- MANHOLE
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- FENCE POST
- SET #5 REBAR (UNLESS OTHERWISE NOTED)
- EXISTING #5 REBAR (UNLESS OTHERWISE NOTED)

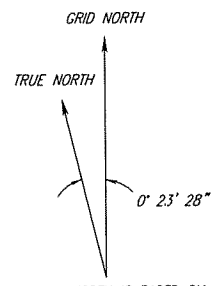
**ABBREVIATIONS**

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

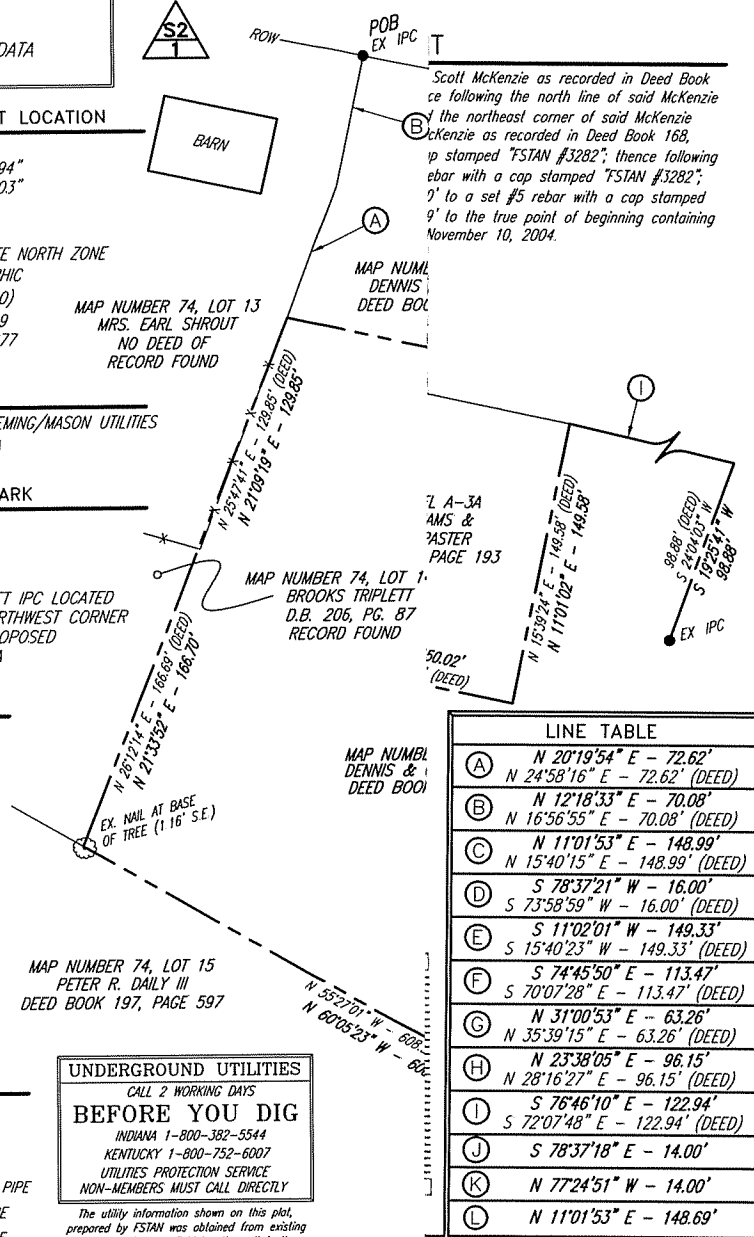
**LINE LEGEND**

- OVERHEAD ELECTRIC
- UNDERGROUND WATER LINE
- OVERHEAD TELEPHONE LINE
- EXISTING FENCE
- SUBJECT PROPERTY BOUNDARY
- RIGHT OF WAY CENTERLINE

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



NORTH IS BASED ON THE KENTUCKY STATE PLANE COORDINATE SYSTEM, NORTH ZONE AND WAS DETERMINED BY COMPUTATION FROM G.P.S. OBSERVATION ON NOVEMBER 4, 2004



the northwest corner of the property the Clerk of the County Court of Both #5 rebar with a cap stamped "FSTAN" of the Proposed Variable Access and set #5 rebar with a cap stamped "FSTAN" Book 207, Page 282 in the aforesaid to an existing nail in a fence post at the site property S 13°39'44" W - 245.22' to a #5 rebar with a cap stamped "FSTAN" on the south line of said Dennis Scott McKenzie as recorded in Deed Book 168, #3282, with a cap stamped "FSTAN #3282" at the true point of beginning containing November 10, 2004.

the property of Dennis Scott McKenzie, Scott McKenzie as recorded in Deed Book 168, #3282, following the north line of said McKenzie of the northeast corner of said McKenzie as recorded in Deed Book 168, #3282, with a cap stamped "FSTAN #3282", to a set #5 rebar with a cap stamped "FSTAN #3282", to the true point of beginning containing November 10, 2004.

LINE TABLE	
(A)	N 20°19'54" E - 72.62' N 24°58'16" E - 72.62' (DEED)
(B)	N 12°18'33" E - 70.08' N 16°56'55" E - 70.08' (DEED)
(C)	N 11°01'53" E - 148.99' N 15°40'15" E - 148.99' (DEED)
(D)	S 78°37'21" W - 16.00' S 73°58'59" W - 16.00' (DEED)
(E)	S 11°02'01" W - 149.33' S 15°40'23" W - 149.33' (DEED)
(F)	S 74°45'50" E - 113.47' S 70°07'28" E - 113.47' (DEED)
(G)	N 31°00'53" E - 63.26' N 35°39'15" E - 63.26' (DEED)
(H)	N 23°38'05" E - 96.15' N 28°16'27" E - 96.15' (DEED)
(I)	S 76°46'10" E - 122.94' S 72°07'48" E - 122.94' (DEED)
(J)	S 78°37'18" E - 14.00'
(K)	N 77°24'51" W - 14.00'
(L)	N 11°01'53" E - 148.69'

**SURVEYION TOWER SITE SURVEY"**

SOURCE OF BE'S "EXHIBIT B"

SOURCE OF RC CORNER OF THE IPC AT THE SO PROPERTY WHK \_\_\_\_\_ DATE: \_\_\_\_\_

SITE SHOWN HEREON OR NOT \_\_\_\_\_ DATE: \_\_\_\_\_

NO SEARCH OF \_\_\_\_\_ DATE: \_\_\_\_\_

TO DETERMINE \_\_\_\_\_ DATE: \_\_\_\_\_

THE PARENT \_\_\_\_\_ DATE: \_\_\_\_\_

IN FLOOD HAZARD BOUNDARY MAP PANEL \_\_\_\_\_ DATE: \_\_\_\_\_

THIS DRAWING AREAS), DATED APRIL 1, 1977 AND THE \_\_\_\_\_ DATE: \_\_\_\_\_

NOT APPEAR TO BE IN A FLOOD PRONE AREA.

**CELLCO PARTNERSHIP**

**FSTAN**

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: SNEDEGAR

SITE ADDRESS: 57 ILES MILL ROAD SALT LICK, KY. 40351

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

PROPERTY OWNER: DENNIS & CHERYL MCKENZIE 911 PENDLETON ROAD OLYMPIA, KY. 40358

MAP NUMBER: 74

PARCEL NUMBER: 14.04

SOURCE OF TITLE: DEED BOOK 168, PAGE 589

DWG BY: JMW CHKD BY: FSII DATE: 11.08.04

FSTAN PROJECT NO.: 04-2943

SHEET 2 OF 2

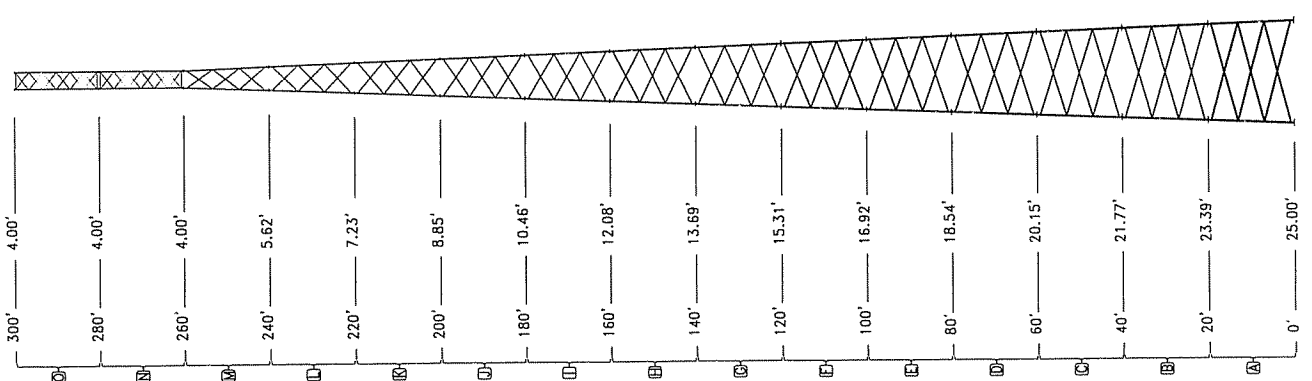
REVISIONS:

C2

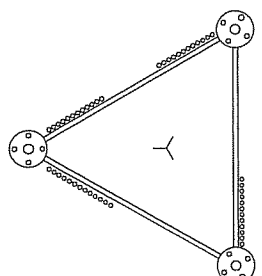


MEMBER CHART

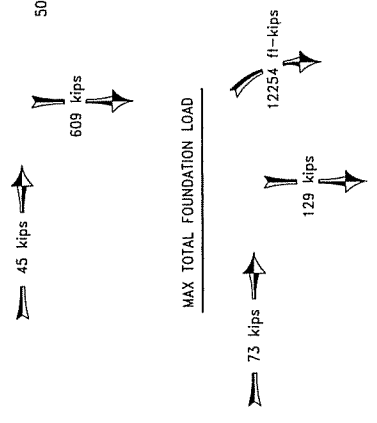
SECTION	ELEVATION	FACE SIZE	LEGS	GIRTS		SECTION WEIGHT (lbs.)
				DIAGONALS	HORIZONTALS	
A	0' - 20'	25.00' - 23.39'	5-1/4	L 4 x 4 x 5/16	N/A	9000
B	20' - 40'	23.39' - 21.77'	5	L 4 x 4 x 1/4	N/A	7575
C	40' - 60'	21.77' - 20.15'	5	L 4 x 4 x 1/4	N/A	7275
D	60' - 80'	20.15' - 18.54'	4-3/4	L 3-1/2 x 3-1/2 x 1/4	N/A	6375
E	80' - 100'	18.54' - 16.92'	4-3/4	L 3-1/2 x 3-1/2 x 1/4	N/A	6200
F	100' - 120'	16.92' - 15.31'	4-1/2	L 3 x 3 x 5/16	N/A	5750
G	120' - 140'	15.31' - 13.69'	4-1/4	L 3 x 3 x 1/4	N/A	4900
H	140' - 160'	13.69' - 12.08'	4-1/4	L 3 x 3 x 3/16	N/A	4475
I	160' - 180'	12.08' - 10.46'	4	L 3 x 3 x 3/16	N/A	3950
J	180' - 200'	10.46' - 8.85'	3-3/4	L 2-1/2 x 2-1/2 x 3/16	N/A	3325
K	200' - 220'	8.85' - 7.23'	3-1/2	L 2-1/2 x 2-1/2 x 3/16	N/A	2950
L	220' - 240'	7.23' - 5.62'	3-1/4	L 2 x 2 x 3/16	N/A	2500
M	240' - 260'	5.62' - 4.00'	3	L 2 x 2 x 3/16	N/A	2200
N	260' - 280'	4.00'	2-1/4	3/4 S.R.	3/4 S.R.	1325
O	280' - 300'	4.00'	1-3/4	3/4 S.R.	3/4 S.R.	950



Feedline Distribution Information  
 1) The Tower Structure is Designed According To The Feedline Distribution Information Provided.



MAX INDIVIDUAL LEG LOADS



ANTENNA INFORMATION

ANTENNA	ELEVATION	LINE
(12) SC9014	@ 300'	1-5/8
(12) SC9014	@ 280'	1-5/8
(12) SC9014	@ 260'	1-5/8
(12) SC9014	@ 240'	1-5/8
(1) 8' MW PARABOLIC DISH	@ 220'	1-5/8

DESIGN & DRAWING NOTES:

- SOME DETAIL HAS BEEN OMITTED FOR CLARITY OF ILLUSTRATION.
- TOWER STRUCTURE IS DESIGNED IN ACCORDANCE WITH ANSI/EIA-222-F STANDARDS FOR A BASIC WIND SPEED OF 75 MPH WITH 1/2" ICE.
- TOWER DESIGNED FOR STEP BOLTS AND CLIP-ON WAVEGUIDE LADDERS

ALL LEG & LEG FLANGE PL MATERIAL IS ASTM A-572 GRADE 50 (FY ± 50 ksi).  
 ALL OTHER MATERIAL IS ASTM A36 (FY ± 36 ksi).

SECTIONS A - M ARE 3-BAY X-BRACED  
 SECTIONS N - O ARE 6-BAY X-BRACED  
 (10) 1-1/4" Ø ASTM A449 ANCHOR BOLTS REQUIRED PER LEG.



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

**CENTRAL TOWER**  
 A WELLSERVO COMPANY

ELEVATION VIEW & MEMBER INFORMATION  
 SNEDEGAR, KY.

REV. NO. CT2564-1 (17823)  
 0

DO NOT SCALE DRAWING

REV. #	DESCRIPTION	DATE	APP. DATE	DESIGNED BY	CHECKED BY	APPROVAL

TOLERANCES  
 X ± 3/32" ANGLES ± Z  
 .XX ± 3/32" DRILLED HOLES ± 1/32"  
 .XXX ± 1/16" BURNED HOLES ± 1/16"

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES



PAD

REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
#9 GRADE 60	36'-6"	158	6083'

PIER (verts) (Total for 3 Piers)

REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
#7 GRADE 60	6' - 2"	117	721' - 6"

PIER (ties) (Total for 3 Piers)

REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
#4 GRADE 60	42" $\phi$	24	264'

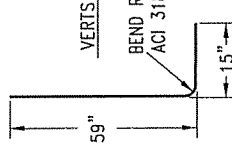
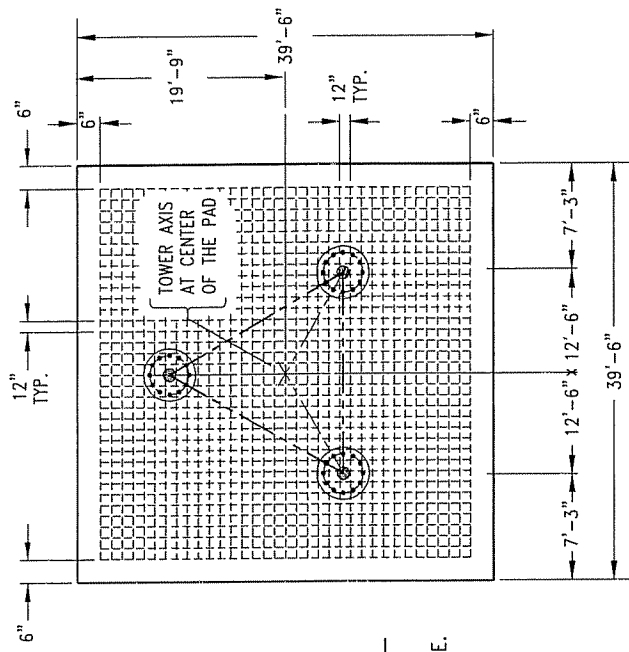
APPROXIMATE CONCRETE REQ'D =  $120 - 1/2 \text{ yd}^3$

REBAR SPlicing CHART

BAR SIZE	SPlice LENGTH
3	15"
4	17"
5	21"
6	26"
7	30"
8	36"
9	46"
10	58"
11	71"

SPlicing NOTES:

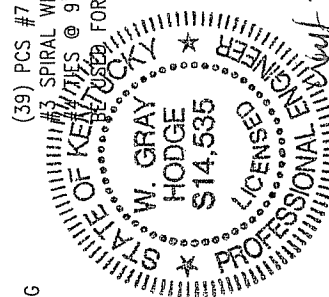
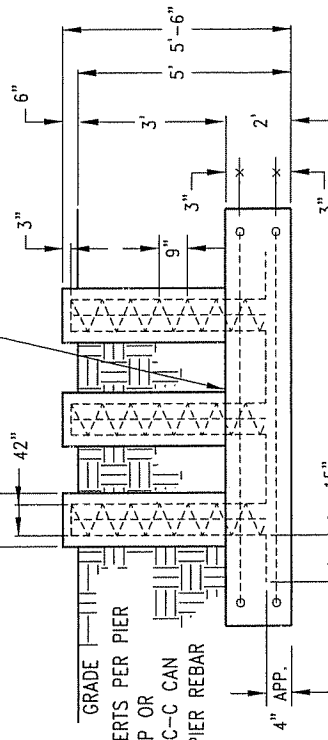
- 1) STAGGER ALL SPlices.
- 2) SPlice CHART IS BASED ON 3000 PSI CONCRETE.
- 3) SPlice REBAR ONLY WHEN NECESSARY.



NOTES:

- 1) ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ACI 301 AND ACI318.
- 2) THIS FOUNDATION IS DESIGNED TO CONFORM ACI 318-99 AND ANSI/EIA-222-F STANDARDS UTILIZING THE SOILS REPORT PREPARED BY FSTAN, PROJECT# 04-2944, DATED 2-13-05. A COPY SHALL BE PROVIDED TO THE FOUNDATION CONTRACTOR. SOIL CONDITIONS THAT DIFFER FROM THOSE DESCRIBED IN THE REPORT SHALL BE BROUGHT TO THE ATTENTION OF THE RESIDENT ENGINEER/INSPECTOR. ALL COMMENTS OR RECOMMENDATIONS REGARDING CONSTRUCTION TESTING OR CONSTRUCTION MONITORING SHALL BE STRICTLY FOLLOWED.
- 3) ALL CONCRETE SHALL BE 3000 PSI AT 28 DAYS. CYLINDERS SHALL BE PROPERLY CAST WITH COPIES OF THE TEST REPORTS GOING TO THE RESIDENT ENGINEER/INSPECTOR.
- 4) ALL ADMIXTURES MUST BE ADDED SEPARATELY INTO FRESH CONCRETE AND SUFFICIENTLY MIXED. A NON-CORROSIVE CONCRETE SET ACCELERATE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE C. A WATER REDUCING ADMIXTURE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE A.
- 5) ALL BACKFILL SHALL BE PLACED IN 9 INCH LIFTS AND COMPACTED TO A MINIMUM OF 95 PERCENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY AS MEASURED BY ASTM D-698 UNLESS MORE STRINGENT COMPACTION IS REQUIRED BY THE SOIL REPORT.
- 6) MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
- 7) CROWN TOP OF PIER FOR DRAINAGE AND CHAMFER ALL EXPOSED CONCRETE EDGES 1 INCH.
- 8) SHALLOW FOUNDATIONS RECOMMENDED BY SOIL REPORT, GROUNDWATER AND ROCK ENCOUNTERED.

USE EPOXY BONDING AGENT IF PIERS & PAD ARE POURED SEPARATELY



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

**CENTRAL TOWER**  
 A TELETYPE COMPANY

TITLE: **BASE FOUNDATION DESIGN (OPTION #1)**

DESIGNED BY: **SNEDEGAR, KY.**

DWG NO.: **CT2564-F1 (17823)**

REV: **0**

DO NOT SCALE DRAWING

REV. #	DATE	DESCRIPTION	APP.	DATE	DRWN.	DATE	CHK.	DATE	APPR.	DATE
					J.R.S.	3-8-05				

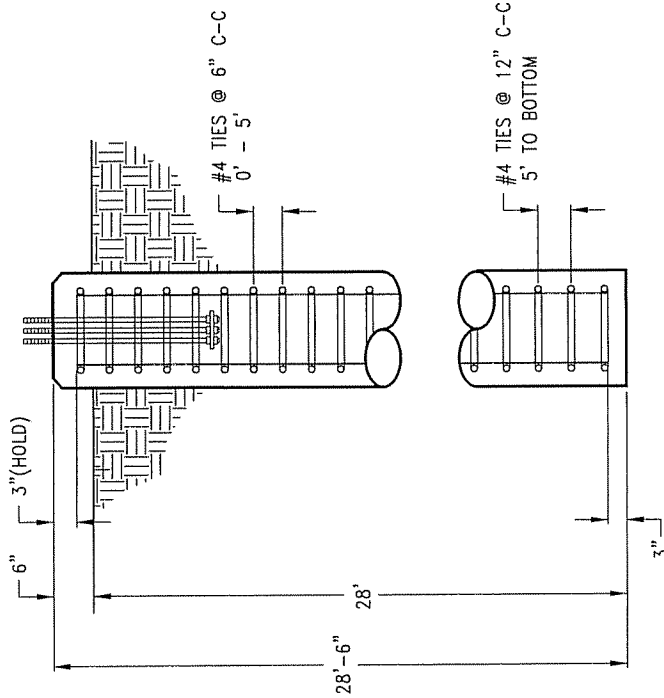
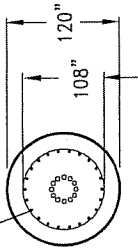
THIRD ANGLE PROJECTION

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 IT IS TO BE USED SOLELY FOR THE  
 PURPOSE PROVIDED, AND IT IS NOT TO  
 BE REPRODUCED OR TRANSMITTED IN ANY FORM  
 WITHOUT THE PRIOR WRITTEN CONSENT OF  
 THE SPX CORPORATION

TOLERANCES  
 .XX± 3/32" ANGLES ± 2'  
 .XX± 3/32" DRILLED HOLES ± 1/32"  
 .XXX± 1/16" BURRED HOLES ± 1/16"

UNLESS OTHERWISE INDICATED  
 ALL DIMENSIONS ARE IN INCHES

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

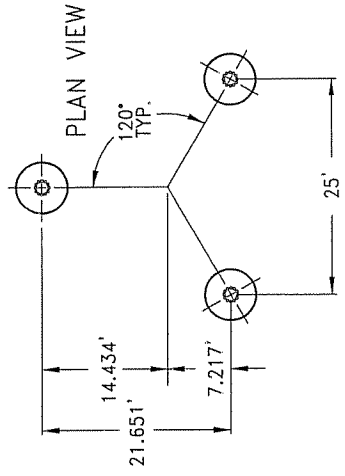


REBAR SPlicing CHART

BAR SIZE	SPlice LENGTH
3	15"
4	17"
5	21"
6	26"
7	30"
8	36"
9	46"
10	58"
11	71"

SPlicing NOTES:

- 1) STAGGER ALL SPlices.
- 2) SPlice CHART IS BASED ON 3000 PSI CONCRETE.
- 3) SPlice REBAR ONLY WHEN NECESSARY.



REBAR CHART (1)-CAISSON

REBAR	REBAR SIZE	REBAR LENGTHS	REBAR DIA.	PCS. OF REBAR	TOTAL FT.
VERTS	#9 GRADE 60	28'	N/A	66	1848'
TIES	#4 GRADE 60	N/A	108" $\phi$	33	934'

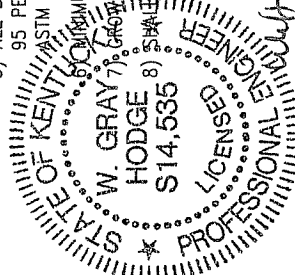
REBAR CHART (3)-CAISSONS

REBAR	REBAR SIZE	REBAR LENGTHS	REBAR DIA.	PCS. OF REBAR	TOTAL FT.
VERTS	#9 GRADE 60	28'	N/A	198	5544'
TIES	#4 GRADE 60	N/A	108" $\phi$	99	2802'

APPROXIMATE CONCRETE REQ'D PER CAISSON = 82 YD<sup>3</sup>  
TOTAL CONCRETE = 246 YD<sup>3</sup>

NOTES:

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- 6) MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
- 7) ALLOW TOP OF PIER FOR DRAINAGE AND CHAMFER ALL EXPOSED CONCRETE EDGES 1 INCH.
- 8) ALLOW FOUNDATIONS RECOMMENDED BY SOIL REPORT, GROUNDWATER AND ROCK ENCOUNTERED.



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NEWBURGH, IN. 47630

**CENTRAL TOWER**  
A BELZBERG COMPANY

TITLE: CAISSON FOUNDATION DESIGN (OPTION #2)

OWNER: SNEDEGAR, KY.

DWG NO. CT2564-F2 (17823)

REV. 0

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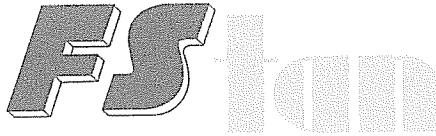
DATE	DATE	DATE	DATE
3-8-05			

UNLESS OTHERWISE SPECIFIED, DIMENSIONS ARE IN INCHES

TOLERANCES: .X± 3/32" ANGLES: Z°  
.XX± 3/32" ORILLED HOLES: #1/32"  
.XXX± 1/16" BURNED HOLES: #1/16"

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THE SPX CORPORATION





Land Surveyors & Consulting Engineers

***GEOTECHNICAL  
ENGINEERING STUDY***

Proposed Snedegar 285' SST  
57 Iles Mill Road,  
Salt Lick, Bath County, Kentucky  
FStan Project No. 04-2944

**FStan Land Surveyors &  
Consulting Engineers  
2315 Crittenden Drive  
PO Box 17546  
Louisville, KY 40217  
Phone: (502) 636-5111  
Fax: (502) 636-5263**

**Prepared For:**

**Ms. Jana Luecke  
Craig & Associates  
2508 Newburg Road  
Louisville, KY 40205**

**February 13, 2005**





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

---

February 13, 2005

Jana Luecke  
Craig & Associates  
2508 Newburg Road  
Louisville, Kentucky 40205

Re: Geotechnical Engineering Study  
Proposed 285-foot Self Support Tower  
Cellco Partnership Site Name: Snedegar  
57 Iles Mill Road, Salt Lick, Bath County, Kentucky  
Project No. 04-2944

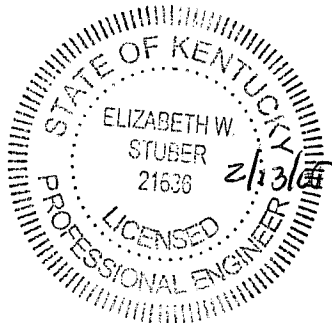
Dear Ms. Luecke:

Transmitted herewith is our geotechnical engineering report for the referenced project. 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,

Elizabeth W. Stuber, P.E.  
Geotechnical Engineer  
KY License No.: 21636



Copies submitted: (3) Ms. Jana Luecke

## **LETTER OF TRANSMITTAL**

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### **APPENDIX**

BORING LOCATION PLAN  
GEOTECHNICAL BORING LOG  
SOIL SAMPLE CLASSIFICATION

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.

### Site Geology

The Farmers, Kentucky Geologic Quadrangle map indicates that the site was underlain by the upper part of the Silurian aged Crab Orchard Formation. This formation consists of greenish gray to gray shale and minor gray dolomite. The formation is typically clayey, poorly fissile and becomes plastic when wet.

## **3. SUBSURFACE CONDITIONS**

The subsurface conditions were explored by drilling three test borings at the base of the proposed tower that were staked in the field by the project surveyor. The borings were drilled during two different site visits due to equipment problems and inclement weather. The Geotechnical Soil Test Boring Logs, which is included in the Appendix, describes the materials and conditions encountered. A sheet defining the terms and symbols used on the boring logs also is found in the Appendix. The general subsurface conditions disclosed by the test borings is discussed in the following paragraphs.

About 9 to 12 inches of topsoil were encountered at the existing ground surface. Below the topsoil, the boring encountered silty clay (CL) of low plasticity to the auger refusal depth of about 20 feet in Boring 1 and to about 13.5 feet in Borings 2 and 3. Borings 2 and 3 encountered sandy clay to the auger refusal depths of 17 and 17.5 feet, respectively. The SPT N-values in the clayey soils ranged from 2 to 38 blows per foot indicating a very soft to hard consistency. The very soft soils were encountered from about 13 to 15 feet below the ground surface in Boring 1 and at the ground surface in Boring 3. Auger refusal is defined as the depth at which the boring can no longer be advanced using the current drilling method.

The refusal material was cored from 20 to 34 feet below the ground surface in Boring 1. The core run generally revealed very soft, highly weathered greenish to light gray to dark gray clayey shale that was wet and appeared swelled. A thin layer of moderately hard, moderately weathered, very light gray dolomitic limestone was encountered from about 22 to 25 feet. The core run was terminated at 34 feet due to swelling and lodging of the sample in the core barrel. The recovery of the rock core was 100 percent and the RQD values ranged from 30 to 52 percent. These values generally represent poor to good quality rock from a foundation support viewpoint. However, the softness of the shale, and its tendency to swell when wet, make it a very poor rock for foundations.

Due to heavy rains and ponding of water at the drill site, ground water observations could not be accurately measured at the completion of the drilling operation. 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.

Based on the limited subsurface conditions encountered at the site, and using Table 1615.1.1 of the 2002 Kentucky Building Code, the site class is considered "D". Seismic design requirements for telecommunication towers are given in section 1622 of the code. A detailed seismic study was beyond the scope of this report.

#### **4. FOUNDATION DESIGN RECOMMENDATIONS**

The following design recommendations are based on the previously described project information, the subsurface conditions encountered in our boring, the results of our laboratory testing, empirical correlations for the soil types encountered, our analyses, and our experience. If there is any change in the project criteria or structure location, you should retain FSTAN to review our recommendations so that we can determine if any modifications are required. The findings of such a review can then be presented in a supplemental report or addendum.

The findings of this study were limited to one boring instead of the request three borings due to equipment problems and inclement weather. Therefore, a higher factor of safety was used to determine the recommendations made in this report. The client may wish to have us drill the addition two borings and update the report at the later day to determine if the recommendations can be changed.

We recommend that the geotechnical engineer be retained to review the near-final project plans and specifications, pertaining to the geotechnical aspects of the project, prior to bidding and construction. We recommend this review to check that our assumptions and evaluations are appropriate based on the current project information provided to us, and to check that our foundation and earthwork recommendations were properly interpreted and implemented.

#### **4.1. Tower**

Our findings indicate that the proposed self-support tower can be supported on drilled piers or on a common mat foundation. However, due to the very soft rock encountered and its tendency to swell when wet, we strongly recommend a mat foundation. If the tower is supported on the plastic shale bedrock, it will likely have greater total settlement that could be as much as 3 to 4 inches or more due to the expansion and contraction of the rock.

##### **4.1.1. Drilled Piers**

Drilled piers that bear in the shale bedrock below a depth of about 20 feet can be designed for a net allowable end bearing pressure of 5,000 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 30 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, $\phi$ , degrees	Total Unit Weight, pcf	Allowable Passive Soil Pressure, psf/one foot of depth	Allowable Side Friction, psf
0 – 5	1,000	0	120	$750 + 40(D)$	0
5 – 20	2,000	0	120	$1,250 + 40 (D-5)$	500
20 – 30	2,500	0	130	$1,650 + 45(D-15)$	500

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

We strongly recommend that the tower be supported on a common mat foundation bearing at a depth of at least 4 feet in the medium stiff to very stiff silty clay. A net allowable bearing pressure of up to 2,500 pounds per square foot may be used. The bearing pressure is kept low because of the very soft zone encountered at about 13 feet. 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 clayey material. 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 design wind load.

#### **4.2. Equipment Building**

The equipment building may be supported on shallow spread footings bearing in the shallow clay soil and designed for a net allowable soil pressure of 2,000 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 encountered at a depth of about 6 feet. Pumping may be necessary in order to keep the excavations dry during construction. If the bottom of the excavation becomes flooded, additional excavation may necessary and the use of a mud mat employed in order to stabilize the bottom of the excavation.

## **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.

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 minimum compaction requirement should be increased to 98 percent for any fill placed below the tower foundation bearing elevation. Any fill placed beneath the tower foundation should be limited to well-graded sand and gravel or crushed stone. The compaction should be accomplished by placing the fill in about 8 inches (or less) loose lifts and mechanically compacting each lift to at least the specified minimum dry density. Field density tests 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.

## **6. FIELD INVESTIGATION**

One soil test boring was drilled based on the tower 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 a termination depth of 34 feet. The split-spoon samples were inspected and visually classified by a geotechnical engineer. Representative portions of the soil samples were sealed in water-tight containers 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 present 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.

## **7. WARRANTY AND 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.

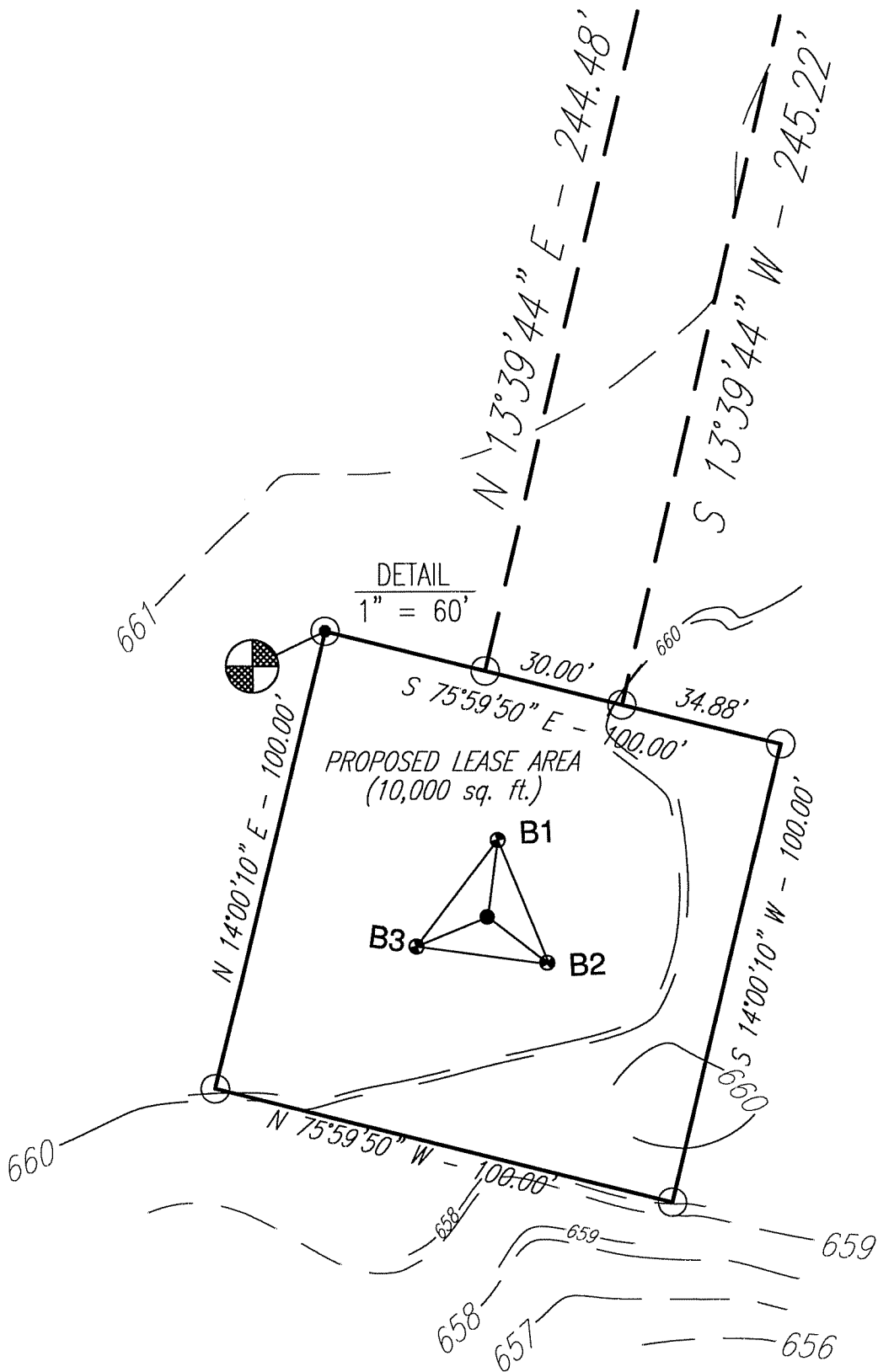
A geotechnical study is inherently limited since the engineering recommendations are developed from information obtained from test borings, which depict subsurface conditions only at the specific locations, times and depths shown on the log. Soil conditions at other locations may differ

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 reevaluate 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**

BORING LOCATION PLAN  
GEOTECHNICAL BORING LOG  
SOIL SAMPLE CLASSIFICATION



● BORING LOCATION

# BORING LOCATION PLAN

SITE NAME: SNEDEGAR  
 PROPOSED 285' SELF-SUPPORT TOWER  
 57 ILES MILL ROAD  
 SALT LICK, KY 40351

NOT TO SCALE

PROJECT #:

04-2944

DATE:

1-11-05



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

Elizabeth Stuber, Engineer  
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: 04-2944
Project: Proposed Snedegar Communications Tower	Drilling Firm: Central Associated Engineers, Inc.
Location: 57 Iles Mill Road, Salt Lick, Kentucky	Project Manager: Beth Stuber
Date Started: 1/6/2005	Total Depth of Boring: 34 ft
Date Completed: 1/7/2005	▽ 6 ft on rods
Boring Method: HSA	NA at completion
Surface Elevation: NA	NA NA hours after completion

Layer Depth ft	Legend	Material Description	Depth Scale ft	Sample Data					Remarks	
				No.	Type	Blows	Rec. %	PP tsf		W %
		SILTY CLAY (CL) - medium stiff, moist, tan-gray mottled		1	SS	1-5-5	83		33.6	About 12 inches of topsoil were encountered at the existing ground surface.  Water at 6 feet.
		- very stiff, brown-gray mottled		2	SS	5-8-8	67		26.6	
			5	3	SS	4-9-7	67		30	
		- medium stiff, very moist		4	SS	1-3-3	100		24.7	
		- very soft with weathered rock fragments		5	SS	2-1-1	100		19.5	
		- very stiff to hard		6	SS	6-13-25	100		19.7	
20.0		SHALE - very soft, very weathered, wet, greenish gray	20							
22.0		LIMESTONE - moderately hard, moderately weathered, very light gray								
25.0		SHALE - very soft, weathered, light to dark gray	25	7	RC		100			
			30							
				8	RC		100			
34.0		Bottom of Boring at 34 ft	35							
			40							


GEOTECHNICAL BORING LOG 04-2944.GPJ FSTAN.GDT 2/14/05

Elizabeth Stuber, Engineer  
P.O. Box 17546  
2315 Crittenden Drive  
Louisville, KY 40217  
(502) 636-5866  
(502) 636-5263

# Geotechnical Boring Log

Boring No: **B-2**

Client: Cellco Partnership	Project Number: 04-2944
Project: Proposed Snedegar Communications Tower	Drilling Firm: Central Associated Engineers, Inc.
Location: 57 Iles Mill Road, Salt Lick, Kentucky	Project Manager: Beth Stuber
Date Started: 2/7/2005	Total Depth of Boring: 17 ft
Date Completed: 2/7/2005	▽ 10 ft on rods
Boring Method: HSA	NA at completion
Surface Elevation: NA	NA NA hours after completion

Layer Depth ft	Legend	Material Description	Depth Scale ft	Sample Data					Remarks	
				No.	Type	Blows	Rec. %	PP tsf		W %
		SILTY CLAY (CL) - stiff, moist, tan-gray mottled		1	SS	1-5-8	100		23.6	About 12 inches of topsoil were encountered at the existing ground surface.  Water at 10 feet.
		- very stiff, brown-gray mottled	5	2	SS	2-5-8	100		23.4	
		- medium stiff, very moist		3	SS	4-10-8	100		24.2	
			▽ 10	4	SS	4-3-3	100		14.7	
13.5			SANDY CLAY (CL) - medium stiff, very moist, brown-gray mottled	15	5	SS	2-6-6	100		
17.0		Bottom of Boring at 17 ft								


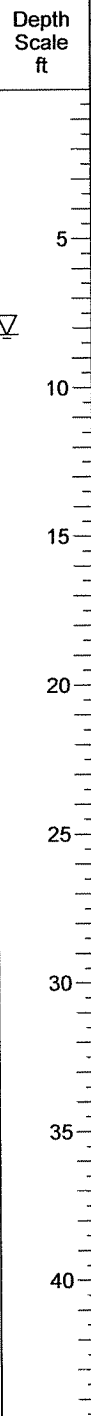
GEOTECHNICAL BORING LOG 04-2944.GPJ FSTAN.GDT 2/14/05

Elizabeth Stuber, Engineer  
P.O. Box 17546  
2315 Crittenden Drive  
Louisville, KY 40217  
(502) 636-5866  
(502) 636-5263

# Geotechnical Boring Log

Boring No: **B-3**

Client: Cellco Partnership	Project Number: 04-2944
Project: Proposed Snedegar Communications Tower	Drilling Firm: Central Associated Engineers, Inc.
Location: 57 Iles Mill Road, Salt Lick, Kentucky	Project Manager: Beth Stuber
Date Started: 2/7/2005	Total Depth of Boring: 17.5 ft
Date Completed: 2/7/2005	∇ 8.2 ft on rods
Boring Method: HSA	NA at completion
Surface Elevation: NA	NA NA hours after completion

Layer Depth ft	Legend	Material Description	Depth Scale ft	Sample Data						Remarks
				No.	Type	Blows	Rec. %	PP tsf	W %	
		SILTY CLAY (CL) - soft, tan-gray mottled  - stiff		1	SS	1-1-4	83		24.1	About 9 inches of topsoil were encountered at the existing ground surface.  Water at 8.2 feet.
2				SS	5-5-7	100		24.3		
3				SS	4-5-7	100		24.4		
4				SS	4-6-6	100		24.5		
5				SS	4-4-14	100		22.7		
13.5		SANDY CLAY (CL) - very stiff, very moist, brown-gray mottled with gravel								
17.5		Bottom of Boring at 17.5 ft								

GEOTECHNICAL BORING LOG 04-2944.GPJ FSTAN.GDT 2/14/05

# SOIL CLASSIFICATION CHART

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

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS



## GEOTECHNICAL ENGINEERING INVESTIGATION

### **Proposed 285-foot Self Support Telecommunications Tower**

Cellco Partnership – Snedegar Site  
57 Iles Mill Road  
Salt Lick, Bath County, Kentucky  
Project No. 04-2944

#### **1. PURPOSE AND SCOPE**

The purpose of this study was to determine the general subsurface conditions at the site of the proposed tower by drilling three soil test borings and to evaluate this data with respect to foundation concept and design for the proposed 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**

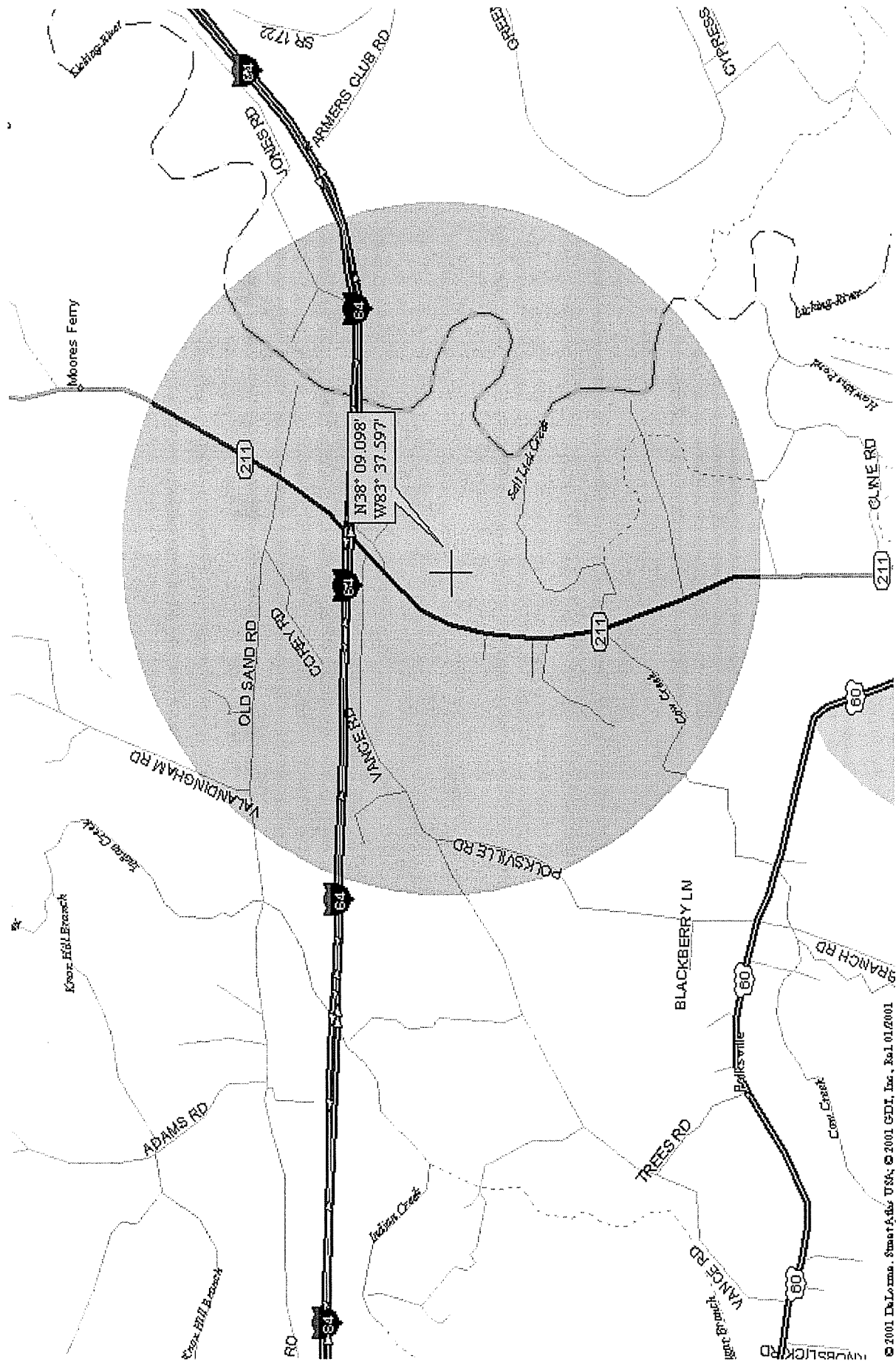
Cellco Partnership is proposing to construct a 285 feet tall self-support communications tower on property owned by Dennis & Cheryl McKenzie, located at 57 Iles Mill Road, Salt Lick, Bath County, Kentucky. The proposed lease area will be 100 feet x 100 feet with an access road running north from the lease area to Sand Road, a.k.a. Iles Mill Road. The tower center is generally located on relatively level area at the rear of the property. The topographical site relief within the lease area is about one foot. The elevation of the site is approximately 660 feet msl. Surface water runoff is directed by the topography toward the southeast. The proposed tower location is shown on the Boring Location Plan in the Appendix.

Preliminary information provided us indicates that this project will consist of constructing a self-support communications tower 285 feet tall. We have assumed the following structural information:

- Compression (per leg) = 500 kips
- Uplift (Per Leg) = 400 kips
- Total shear = 45 kips







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Federal Aviation Administration  
Southern Regional Office  
1701 Columbia Avenue-ASO-520  
College Park, GA 30337

Aeronautical Study No.  
2005-ASO-3524-OE

Issued Date: 07/21/2005

Jennifer Flynn  
Cellco Partnership (JF)  
30 Independence Blvd  
Warren, NJ 07059

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

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

Structure Type: Tower  
Location: Salt Lick, KY  
Latitude: 38-9-26.94 NAD 83  
Longitude: 83-37-17.03  
Heights: 310 feet above ground level (AGL)  
970 feet above mean sea level (AMSL)

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

As a condition to this Determination, the structure is marked and/or lighted in accordance with FAA Advisory Circular 70/7460-1 AC 70/7460-1K Change 1, Obstruction Marking and Lighting, paint/red lights - Chapters 3 (Marked), 4, 5 (Red), & 12.

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

At least 10 days prior to start of construction  
(7460-2, Part I)

Within 5 days after the construction reaches its greatest height  
(7460-2, Part II)

As a result of this structure being critical to flight safety, it is required that the FAA be kept apprised as to the status of the project. Failure to respond to periodic FAA inquiries could invalidate this determination.

This determination expires on 01/21/2007 unless:

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

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

EXPIRATION DATE.

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

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

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

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

If we can be of further assistance, please contact our office at (817)222-5538. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2005-ASO-3524-OE.

**Signature Control No: 428697-392533**

(DNE)

Prentiss M. Andrews  
Specialist

Attachment(s)  
Frequency Data

7460-2 Attached

Frequency Data for ASN 2005-ASO-3524-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W







Kentucky Airport Zoning Commission  
200 Mero Street  
Frankfort, KY 40622

(502) 564-4480  
fax: (502) 564-7953  
No.: AS-006-I32-05-104

July 26, 2005

APPROVAL OF APPLICATION

*Sradogal*

APPLICANT:

Cellco Partnership  
Jen Flynn  
30 Independence Blvd  
Warren, NJ 07059

SUBJECT: AS-006-I32-05-104

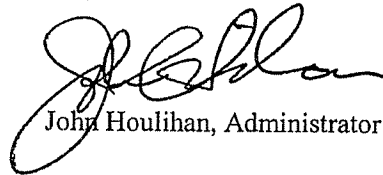
STRUCTURE: Antenna Tower  
LOCATION: Salt Lick, KY  
COORDINATES: 38-09-26.94 N / 83-37-17.03 W  
HEIGHT: 310'AGL/970'AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct 310'AGL/970'AMSL Antenna Tower near Salt Lick, KY 38-09-26.94 N / 83-37-17.03 W.

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

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

Red obstruction lighting and painting are required in accordance with 602 KAR 50:100.

  
John Houlihan, Administrator



McBRAYER, MCGINNIS, LESLIE & KIRKLAND, <sup>PLLC</sup>  
ATTORNEYS-AT-LAW

---

W. BRENT RICE  
[brice@mmlk.com](mailto:brice@mmlk.com)

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

August 11, 2005

Hon. Walter Shrout  
Bath County Judge Executive  
Courthouse Annex  
P.O. Box 39  
Owingsville, KY 40360

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Re: **Public Notice - Public Service Commission of Kentucky,  
Case No. 2005-00328 (The Snedegar Facility)**

Dear Judge Shrout:

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 310' self-supporting tower including attached antennas and an equipment shelter to be located at 57 Iles Mill Road, Salt Lick, Bath 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. 2005-00328** in your correspondence. If I can be of assistance to you, please do not hesitate to call me.

Sincerely,



W. Brent Rice  
Counsel for Verizon Wireless

WBR/dkw  
Enclosure



Cellco Partnership  
Snedegar Site  
Adjoining Property Owners

Dennis and Cheryl McKenzie  
911 Pendleton Road  
Olympia, KY 40358

Dennis Scott McKenzie  
205 Isle Mill Road  
Salt Lick, KY 40371

Peter R. Daily  
773 Escondida Road  
Paris, KY 40361

Deward and Alice Razor  
255 Isle Mill Road  
Salt Lick, KY 40371

Brooks Triplett  
2312 Moores Ferry Road  
Salt Lick, KY 40371

Wendell and Brenda Johnson  
303 Knapp Avenue  
Morehead, KY 40357

Mrs. Earl Shrout  
2366 Moores Ferry Road  
Salt Lick, KY 40371

James T. and Jean Smith  
336 Uckleberry Road  
Morehead, KY 40357

Moores Ferry Church of Christ  
Route 1  
Salt Lick, KY 40371

Owen Kiser  
121 Isles Mill Road  
Salt Lick, KY 40371

Dennis Wade & Reppie Shrout  
2388 Mt. Pleasant Road  
Owingsville, KY 40360

Randall and Donna Williams  
205 Isle Mill Road  
Salt Lick, KY 40371

McBRAYER, McGINNIS, LESLIE & KIRKLAND, <sup>PLLC</sup>  
ATTORNEYS-AT-LAW

---

W. BRENT RICE  
[brice@mmlk.com](mailto:brice@mmlk.com)

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

August 11, 2005

Randall and Donna Williams  
205 Isle Mill Road  
Salt Lick, KY 40371

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

RE: **Public Notice - Public Service Commission of Kentucky,  
Case No. 2005-00328 (The Ghent Facility)**

Dear Property Owner:

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 310' self-supporting tower including attached antennas and an equipment shelter to be located at 57 Iles Mill Road, Salt Lick, Bath County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility or are a contiguous property owner.

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

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Sincerely,



W. Brent Rice  
Counsel for Verizon Wireless

WBR/dkw  
Enclosure

McBRAYER, McGINNIS, LESLIE & KIRKLAND, <sup>PLLC</sup>  
ATTORNEYS-AT-LAW

---

W. BRENT RICE  
[brice@mmlk.com](mailto:brice@mmlk.com)

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

August 11, 2005

Owen Kiser  
121 Isles Mill Road  
Salt Lick, KY 40371

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

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Sincerely,



W. Brent Rice  
Counsel for Verizon Wireless

WBR/dkw  
Enclosure



McBRAYER, MCGINNIS, LESLIE & KIRKLAND, <sup>PLLC</sup>  
ATTORNEYS-AT-LAW

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[brice@mmlk.com](mailto:brice@mmlk.com)

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

August 11, 2005

James T. and Jean Smith  
336 Uckleberry Road  
Morehead, KY 40357

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

RE: **Public Notice - Public Service Commission of Kentucky,  
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Sincerely,



W. Brent Rice  
Counsel for Verizon Wireless

WBR/dkw  
Enclosure

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

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[brice@mmlk.com](mailto:brice@mmlk.com)

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

August 11, 2005

Wendell and Brenda Johnson  
303 Knapp Avenue  
Morehead, KY 40357

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Sincerely,



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Counsel for Verizon Wireless

WBR/dkw  
Enclosure

McBRAYER, McGINNIS, LESLIE & KIRKLAND, <sup>PLLC</sup>  
ATTORNEYS-AT-LAW

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W. BRENT RICE  
[brice@mmlk.com](mailto:brice@mmlk.com)

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

August 11, 2005

Deward and Alice Razor  
255 Isle Mill Road  
Salt Lick, KY 40371

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

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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. 2005-00328** in your correspondence.

Sincerely,



W. Brent Rice  
Counsel for Verizon Wireless

WBR/dkw  
Enclosure

McBRAYER, MCGINNIS, LESLIE & KIRKLAND, <sup>PLLC</sup>  
ATTORNEYS-AT-LAW

---

W. BRENT RICE  
[brice@mmlk.com](mailto:brice@mmlk.com)

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

August 11, 2005

Dennis Scott McKenzie  
205 Isle Mill Road  
Salt Lick, KY 40371

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

RE: **Public Notice - Public Service Commission of Kentucky,**  
**Case No. 2005-00328 (The Ghent Facility)**

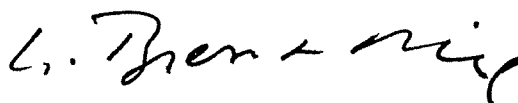
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201 E. Main Street, Suite 1000  
Lexington, Kentucky 40507  
(859) 231-8780  
FAX (859) 231-6518

August 11, 2005

Dennis Wade & Reppie ShROUT  
2388 Mt. Pleasant Road  
Owingsville, KY 40360

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**RETURN RECEIPT REQUESTED**

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[brice@mmlk.com](mailto:brice@mmlk.com)

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

August 11, 2005

Moores Ferry Church of Christ  
Route 1  
Salt Lick, KY 40371

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

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W. Brent Rice  
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McBRAYER, McGINNIS, LESLIE & KIRKLAND, <sup>PLLC</sup>  
ATTORNEYS-AT-LAW

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W. BRENT RICE  
[brice@mmlk.com](mailto:brice@mmlk.com)

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

August 11, 2005

Mrs. Earl Shrout  
2366 Moores Ferry Road  
Salt Lick, KY 40371

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

RE: **Public Notice - Public Service Commission of Kentucky,  
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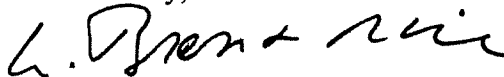
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Sincerely,



W. Brent Rice  
Counsel for Verizon Wireless

WBR/dkw  
Enclosure

McBRAYER, McGINNIS, LESLIE & KIRKLAND, <sup>PLLC</sup>  
ATTORNEYS-AT-LAW

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W. BRENT RICE  
[brice@mmlk.com](mailto:brice@mmlk.com)

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

August 11, 2005

Brooks Triplett  
2312 Moores Ferry Road  
Salt Lick, KY 40371

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

RE: **Public Notice - Public Service Commission of Kentucky,  
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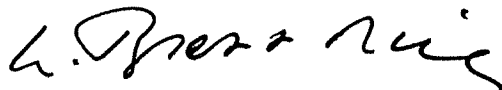
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[brice@mmlk.com](mailto:brice@mmlk.com)

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

August 11, 2005

Peter R. Daily  
773 Escondida Road  
Paris, KY 40361

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

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W. Brent Rice  
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Enclosure

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W. BRENT RICE  
[brice@mmlk.com](mailto:brice@mmlk.com)

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

August 11, 2005

Dennis and Cheryl McKenzie  
911 Pendleton Road  
Olympia, KY 40358

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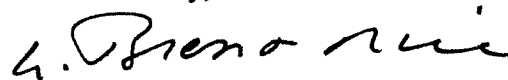
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Sincerely,



W. Brent Rice  
Counsel for Verizon Wireless

WBR/dkw  
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DOC# 07-22-96(5) Rev. 11/17/98

OPTION AND LEASE AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, between Dennis McKenzie and Cheryl McKenzie, husband and wife, having an address of 911 Pendleton Road, Olympia, Kentucky 40358, Social Security # 402-78-9452 hereinafter designated LESSOR and Celco Partnership, a Delaware General 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 Bath County, State of Kentucky, as shown on the Tax Map of the City of Salt Lick as Map No: 74, Parcel 14.04 and being further described in Deed Book 168 at Page 589 as recorded in the Office of the Clerk of the County Court of Bath County, Kentucky (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 right-of-way for access thereto (hereinafter referred to as the "Premises"), containing approximately Ten Thousand (10,000)square feet, and as substantially shown on Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of \_\_\_\_\_ hereinafter referred to as Option Money, to be paid by LESSEE to the LESSOR, 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 One Hundred Eighty (180) days from full execution of this Agreement. 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 six (6) months, with an additional payment of \_\_\_\_\_ 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. If during said option period, or during the term of the lease, if the option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property or his property contiguous thereto he shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

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.

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. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE.

07/13/05

Site Name: Snedegar  
Project Code:

The LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises 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.

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

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 posted. 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 situated on Map No: 74, Parcel 14.04 all as shown on the Tax Map of the County Clerk of Bath County, Kentucky, together with the 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 over, under, or along a thirty foot(30') foot wide right-of-way extending from the nearest public right-of-way, Iles Mill Road, to the demised premises, said demised premises and right-of-way (hereinafter referred to as the "Premises") for access being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

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

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

3. TERM. 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 of [REDACTED] 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<sup>th</sup>) five (5) year extension shall be increased to [REDACTED].

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to 115% of the annual rental payable with respect to the immediately preceding five (5) year term.

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 and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. 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. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents.

9. INSURANCE. The Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. 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 \$500,000 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; provided, however, that in the event LESSOR conducts, maintains, or operates any commercial enterprise pursuant to which LESSOR makes any part of the Premises available for access or use to members of the public at large, LESSOR shall maintain at its own cost and expense, comprehensive general liability insurance with limits of not less than \$1,000,000 for injury or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR agrees that LESSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

07/13/05

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.

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.

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. RIGHT OF FIRST REFUSAL. If the LESSOR during the lease term or any extension of the lease term elects to sell all or any portion of the Property, whether separately or as part of the larger parcel of which the Property are a part, the LESSEE shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after notice thereof from LESSOR, LESSOR may sell the Property or portion thereof to such third person in accordance with the terms and conditions of his offer. For purposes of this Paragraph, any transfer, bequest or devise of the LESSOR's interest in the Property as a result of the death of the LESSOR, whether by will or intestate succession, shall not be considered a sale of the Property for which the LESSEE has any right of first refusal.

14. 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 right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.

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

16. 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, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

17. 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.

07/13/05

18. 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.

19. 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.

20. 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:	Dennis and Cheryl McKenzie 911 Pendleton Road Olympia, KY 40358
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.

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

22. 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

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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.

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

24. 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 fifteen (15) 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.

25. 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 regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such 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.

26. 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.

27. 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

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Site Name: Snedegar  
Project Code:

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.

28. 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.

29. 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.

30. 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.

31. 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:

Dennis McKenzie and Cheryl McKenzie, husband and wife

BY: Dennis McKenzie  
Dennis McKenzie

BY: Cheryl McKenzie  
Cheryl McKenzie

LESSEE:

Cellco Partnership, a Delaware general partnership, d/b/a  
Verizon Wireless

BY: \_\_\_\_\_  
Howard H. Bower  
Midwest Area Vice President

Dora Raleigh  
WITNESS  
Dora Raleigh  
WITNESS

\_\_\_\_\_  
WITNESS

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Site Name: Snedegar  
Project Code:

**LESSOR ACKNOWLEDGEMENT**

STATE OF Kentucky )  
COUNTY OF Bath )

This instrument was subscribed, sworn to, and acknowledged before me by Dennis McKenzie, Lessor, on this 18 day of July, 2005. My commission expires: June 10, 2009.

Patricia H. Jay  
Notary Public, State at Large

STATE OF Kentucky )  
COUNTY OF Bath )

This instrument was subscribed, sworn to, and acknowledged before me by Cheryl McKenzie, Lessor, on this 18 day of July, 2005. My commission expires: June 10, 2009

Patricia H. Jay  
Notary Public, State at Large

**LESSEE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me, the subscriber, a Notary Public, in and for the State of \_\_\_\_\_, personally appeared to me Howard H. Bower, Midwest Area Vice President, as authorized officer and/or agent of Celco Partnership, a Delaware General Partnership, d/b/a Verizon Wireless, and in due form of law, acknowledged that he is authorized on behalf of said entity to execute all documents pertaining hereto and acknowledged to me that he executed the same as his voluntary act and deed on behalf of said entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said County and State on the day and year last above written. My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State at Large

C:\My Documents\WBR\verizon wireless\snedegar\option and lease agreement.doc

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