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MAR 20 2007

PUBLIC SERVICE  
COMMISSION

1578 Highway 44 East, Suite 6

P.O. Box 369

Shepherdsville, KY 40165-0369

Phone (502) 955-4400 or (800) 516-4293

Fax (502) 543-4410 or (800) 541-4410

March 20, 2007

**VIA HAND DELIVERY**

Kentucky Public Service Commission  
Attn: Mr. Jeff Cline  
211 Sower Blvd.  
P.O. Box 615  
Frankfort, KY 40602-0615

RE: Application to Construct Wireless Communications Facility  
Location: 416 Jimtown Road, Mayfield, Kentucky 42066  
Applicant: Cellco Partnership, d/b/a Verizon Wireless  
Site Name: Mayfield  
Case No.: 2007-00110

Dear Mr. Cline:

On behalf of our client, Cellco Partnership d/b/a, d/b/a Verizon Wireless, we are submitting the enclosed original and five (5) copies of an Application for Certificate of Public Convenience and Necessity for Construction of a Wireless Communications Facility in an area of Graves County outside the jurisdiction of a planning commission. We have also enclosed two (2) additional copies of this cover letter. Thank you for your assistance and do not hesitate to contact us if you have any comments or questions concerning this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'DA' followed by a flourish.

David A. Pike  
Attorney for Cellco Partnership  
d/b/a Verizon Wireless

enclosures

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED  
MAR 20 2007  
PUBLIC SERVICE  
COMMISSION

In the Matter of:

THE APPLICATION OF )  
CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS )  
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC ) CASE NO.:2007-00110  
CONVENIENCE AND NECESSITY TO CONSTRUCT )  
A WIRELESS COMMUNICATIONS FACILITY AT )  
416 JIMTOWN ROAD, MAYFIELD, KENTUCKY 42066 )  
IN THE WIRELESS COMMUNICATIONS LICENSE AREA )  
IN THE COMMONWEALTH OF KENTUCKY )  
IN THE COUNTY OF GRAVES )

SITE NAME: MAYFIELD

\*\*\*\*\*

APPLICATION FOR  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY  
FOR CONSTRUCTION OF A WIRELESS COMMUNICATIONS FACILITY

Cellco Partnership, a Delaware General Partnership d/b/a, d/b/a Verizon Wireless ("Applicant"), by counsel, pursuant to (i) KRS §§ 278.020, 278.040, 278.665 and the rules and regulations applicable thereto, and (ii) the Telecommunications Act of 1996, respectfully submits this Application requesting issuance of a Certificate of Public Convenience and Necessity ("CPCN") from the Kentucky Public Service Commission ("PSC") to construct, maintain, and operate a Wireless Communications Facility ("WCF") to serve the customers of the Applicant with wireless telecommunications services.

In support of this Application, Applicant respectfully provides and states the following information:

1. The complete name and address of the Applicant:

Cellco Partnership, d/b/a Verizon Wireless  
180 Washington Valley Road

Bedminster, New Jersey, 07921

2. Applicant proposes construction of an antenna tower for cellular telecommunications services or personal communications services which is to be located in an area outside the jurisdiction of a planning commission, and Applicant submits the within application to the Commission for a certificate of public convenience and necessity pursuant to KRS §§ 278.020(1), 278.650, and 278.665.

3. Applicant entity is not a corporation and, therefore, the requirements of 807 KAR 5:001(8) and 807 KAR 5:001(9) that applicant submit a certified copy of articles of incorporation is inapplicable.

4. The proposed WCF will serve an area completely within the Applicant's Federal Communications Commission ("FCC") licensed service area in the Commonwealth of Kentucky. A copy of the Applicant's FCC license to provide wireless services is attached to this Application or described as part of **Exhibit A**.

5. The public convenience and necessity require the construction of the proposed WCF. The construction of the WCF will bring or improve the Applicant's services to an area currently not served or not adequately served by the Applicant by increasing coverage or capacity and thereby enhancing the public's access to innovative and competitive wireless telecommunications services. The WCF will provide a necessary link in the Applicant's telecommunications network that is designed to meet the increasing demands for wireless services in Kentucky's wireless communications licensed area. The WCF is an integral link in the Applicant's network design that must be in place to provide adequate coverage to the service area.

6. To address the above-described service needs, Applicant proposes to construct a WCF at 416 Jimtown Road, Mayfield, Kentucky 42066 (36° 46' 00.07" North latitude, 88° 38' 51.93" West longitude), in an area located entirely within the county referenced in the caption of this application. The property on which the WCF will be located is owned by Bristol Broadcasting Company pursuant to a Deed recorded at Deed Book 414, Page 727 in the office of the Graves County Clerk. The proposed WCF will consist of a 350-foot tall tower, plus a 15-foot lightening arrestor, for a total of 365-feet. The WCF will also include concrete foundations to accommodate the placement of the Applicant's proprietary radio electronics equipment. The equipment will be housed in a prefabricated cabinet or shelter that will contain: (i) the transmitting and receiving equipment required to connect the WCF with the Applicant's users in Kentucky, (ii) telephone lines that will link the WCF with the Applicant's other facilities, (iii) battery back-up that will allow the Applicant to operate even after a loss of outside power, and (iv) all other necessary appurtenances. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as **Exhibit B** and **Exhibit C**. Periodic inspections will be performed on the WCF in accordance with the applicable regulations or requirements of the PSC.

7. A list of competing utilities, corporations, or persons is attached as **Exhibit D**, along with three (3) maps of suitable scale showing the location of the proposed new construction as well as the location of any like facilities located anywhere within the map

area, along with a map key showing the owner of such other facilities.

8. The site development plan and a vertical profile sketch of the WCF signed and sealed by a professional engineer registered in Kentucky depicting the tower height, as well as a proposed configuration for the antennas of the Applicant and future antenna mounts, has also been included as part of **Exhibit B**. Foundation design plans and a description of the standards according to which the tower was designed, and which have been signed and sealed by a professional engineer registered in Kentucky, are included as part of **Exhibit C**.

9. Applicant has considered the likely effects of the installation of the proposed WCF on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate services can be provided, and that there are no reasonably available opportunities to co-locate Applicant's antennas on an existing structure. An existing radio transmission tower located nearby does not meet the engineering requirements of the project and no other suitable or available co-location site was found to be located in the vicinity of the site.

10. FAA notice is required for the proposed construction, and lighting or marking requirements may be applicable to this facility. A copy of the electronically filed Notice of Proposed Construction or Alteration filed by Applicant with the FAA is attached as **Exhibit E**. Upon receiving authorization from the FAA, the Applicant will forward a copy of the determination as a supplement to this Application proceeding.

11. A copy of the Kentucky Airport Zoning Commission ("KAZC") Application for the proposed WCF is attached as **Exhibit F**. Upon receiving authorization from the KAZC,

the Applicant will forward a copy of the determination as a supplement to this Application proceeding.

12. The WCF will be registered with the FCC pursuant to applicable federal requirements. Appropriate required FCC signage will be posted on the site upon receipt of the tower registration number.

13. A geotechnical engineering firm has performed soil boring(s) and subsequent geotechnical engineering studies at the WCF site. A copy of the geotechnical engineering report and evaluation, signed and sealed by a professional engineer registered in the Commonwealth of Kentucky, is attached as **Exhibit G**. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who supervised the examination of this WCF site are included as part of this exhibit.

14. Clear directions to the proposed WCF site from the County seat are attached as **Exhibit H**. The name and telephone number of the preparer of **Exhibit H** is included as part of this exhibit.

15. Applicant, pursuant to a written agreement, has acquired the right to use the WCF site and associated property rights. A copy of the agreement or an abbreviated agreement recorded with the County Clerk is attached as **Exhibit I**. Also included as part of **Exhibit I** is the portion of the full agreement demonstrating that in the case of abandonment a method is provided to dismantle and remove the cellular antenna tower, including a timetable for removal.

16. Personnel directly responsible for the design and construction of the

proposed WCF are well qualified and experienced. Central Tower ("Tower Manufacturer") performed the tower and foundation design. The tower and foundation drawings for the proposed tower submitted as part of **Exhibit C** bear the signature and stamp of W. Gay Hodge, a professional engineer registered in the Commonwealth of Kentucky. All tower designs meet or exceed applicable laws and regulations.

17. The Project Manager and Contractor for the proposed facility is Cellco Partnership, and the identity and qualifications of each person directly responsible for construction of the proposed tower are contained in the attached letter submitted as part of **Exhibit C**.

18. Based on a review of Federal Emergency Management Agency Flood Insurance Rate Maps, the registered land surveyor has noted in **Exhibit B** that the proposed WCF is not located within any flood hazard area.

19. The possibility of high winds has been considered in the design of this tower. The tower 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. The tower design is in accordance with ANSI/EIA-222-F standards, for a wind load of 75 m.p.h. basic wind speed with 1/2" radial ice.

20. The site development plan signed and sealed by a professional engineer registered in Kentucky was prepared by Woodrow W. Marcum. The site survey was performed by Frank L. Sellinger. Page C-1 of **Exhibit B** is drawn to a scale of no less than one (1) inch equals 200 feet, and identifies every owner of real estate within 500 feet of the proposed tower (according to the records maintained by the County Property

Valuation Administrator). Every structure and every easement within 500 feet of the proposed tower or within 200 feet of the access road including intersection with the public street system is illustrated in **Exhibit B**.

21. Applicant has notified every person who, according to the records of the County Property Valuation Administrator, owns property which is within 500 feet of the proposed tower or contiguous to the site property, by certified mail, return receipt requested, of the proposed construction. Each notified property owner has been given the docket number under which the proposed Application will be processed and has been informed of their right to request intervention. A list of the nearby property owners who received the notices, together with copies of the certified letters, are attached as **Exhibit J** and **Exhibit K**, respectively.

22. Applicant has notified the Graves County Judge/Executive by certified mail, return receipt requested, of the proposed construction. This notice included the PSC docket number under which the application will be processed and informed the Graves County Judge/Executive of his/her right to request intervention. A copy of this notice is attached as **Exhibit L**.

23. Two notice signs meeting the requirements prescribed by 807 KAR 5:063 measuring at least two (2) feet in height and four (4) feet in width with all required language in letters of required height have been posted in a visible location on the proposed site and on the nearest public road. Such signs shall remain posted for at least two (2) weeks after filing of the Application, and a copy of the posted text is attached as **Exhibit M**. Notice of the location of the proposed facility has also been published in a newspaper of general



circulation in the county where the WCF is located.

24. The existing use of the parcel where the proposed facility is to be located is radio communications facility. There are no residential structures located within a 500-foot radius of the proposed tower location.

25. Applicant currently has equipment located on an existing radio transmission tower at or near the proposed site. Applicant's radio frequency engineers have conducted studies and tests in order to develop a highly efficient network that is designed to serve the Federal Communications Commission licensed service area. Applicant's engineers determined that new equipment was necessary at the existing site. However, the existing tower does not meet the engineering requirements necessary to deploy the new equipment. A new tower is proposed next to the existing radio transmission tower in order to accommodate Applicant's engineering needs for the project. For these reasons, a radio frequency design search area was not prepared by the Applicant as would normally be the case.

26. All Exhibits to this Application are hereby incorporated by reference as if fully set out as part of the Application.

27. All responses and requests associated with this Application may be directed to:

David A. Pike  
Pike Legal Group, PLLC  
1578 Highway 44 East, Suite 6  
P. O. Box 369  
Shepherdsville, KY 40165-0369  
Telephone: (502) 955-4400  
Telefax: (502) 543-4410

**WHEREFORE**, Applicant respectfully request that the PSC accept the foregoing Application for filing, and having met the requirements of KRS §§ 278.020(1), 278.650, and 278.665 and all applicable rules and regulations of the PSC, grant a Certificate of Public Convenience and Necessity to construct and operate the WCF at the location set forth herein.

Respectfully submitted,



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David A. Pike  
Pike Legal Group, PLLC  
1578 Highway 44 East, Suite 6  
P. O. Box 369  
Shepherdsville, KY 40165-0369  
Telephone: (502) 955-4400  
Telefax: (502) 543-4410  
Attorney for Cellco Partnership  
d/b/a Verizon Wireless

## LIST OF EXHIBITS

- A - FCC License Documentation
- B - Site Development Plan:
  - 500' Vicinity Map
  - Legal Descriptions
  - Flood Plain Certification
  - Site Plan
  - Vertical Tower Profile
- C - Tower and Foundation Design
- D - Competing Utilities, Corporations, or Persons List and Map of Like Facilities in Vicinity
- E - Application to FAA
- F - Application to Kentucky Airport Zoning Commission
- G - Geotechnical Report
- H - Directions to WCF Site
- I - Copy of Real Estate Agreement
- J - Notification Listing
- K - Copy of Property Owner Notification
- L - Copy of County Judge/Executive Notice
- M - Copy of Posted Notices

**EXHIBIT A**

**FCC LICENSE DOCUMENTATION**

**Federal Communications Commission  
Wireless Telecommunications Bureau**

**Radio Station Authorization (Reference Copy Only)**

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.

Licensee: Celco Partnership

ATTN Regulatory  
Celco Partnership  
One Verizon Place (MC: GA3B1REG)  
Alpharetta, GA 30004-8511

<b>FCC Registration Number (FRN):</b> 0003290673	
<b>Call Sign:</b> WPTB358	<b>File Number:</b>
<b>Radio Service:</b> CW - PCS Broadband	

<b>Grant Date</b> 08/22/2001	<b>Effective Date</b> 08/30/2003	<b>Expiration Date</b> 08/22/2011	<b>Print Date</b> 03/19/2007
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<b>Market Number:</b> BTA339	<b>Channel Block:</b> C	<b>Sub-Market Designator:</b> 3
<b>Market Name:</b> Paducah-Murray-Mayfield, KY		

<b>1st Build-out Date</b>	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>
08/22/2006			

**Special Conditions or Waivers/Conditions** This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/United States), future coordination of any base station transmitters within 72 km (45 miles) of the United States/Canada border shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

**Conditions**  
Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. Section 310(d). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended. See 47 U.S.C. Section 606.

To view the geographic areas associated with the license, go to the Universal Licensing System (ULS) homepage at <http://wireless.fcc.gov/uls/> and select "License Search". Follow the instruction on how to search for license information

**EXHIBIT B**

**SITE DEVELOPMENT PLAN:**

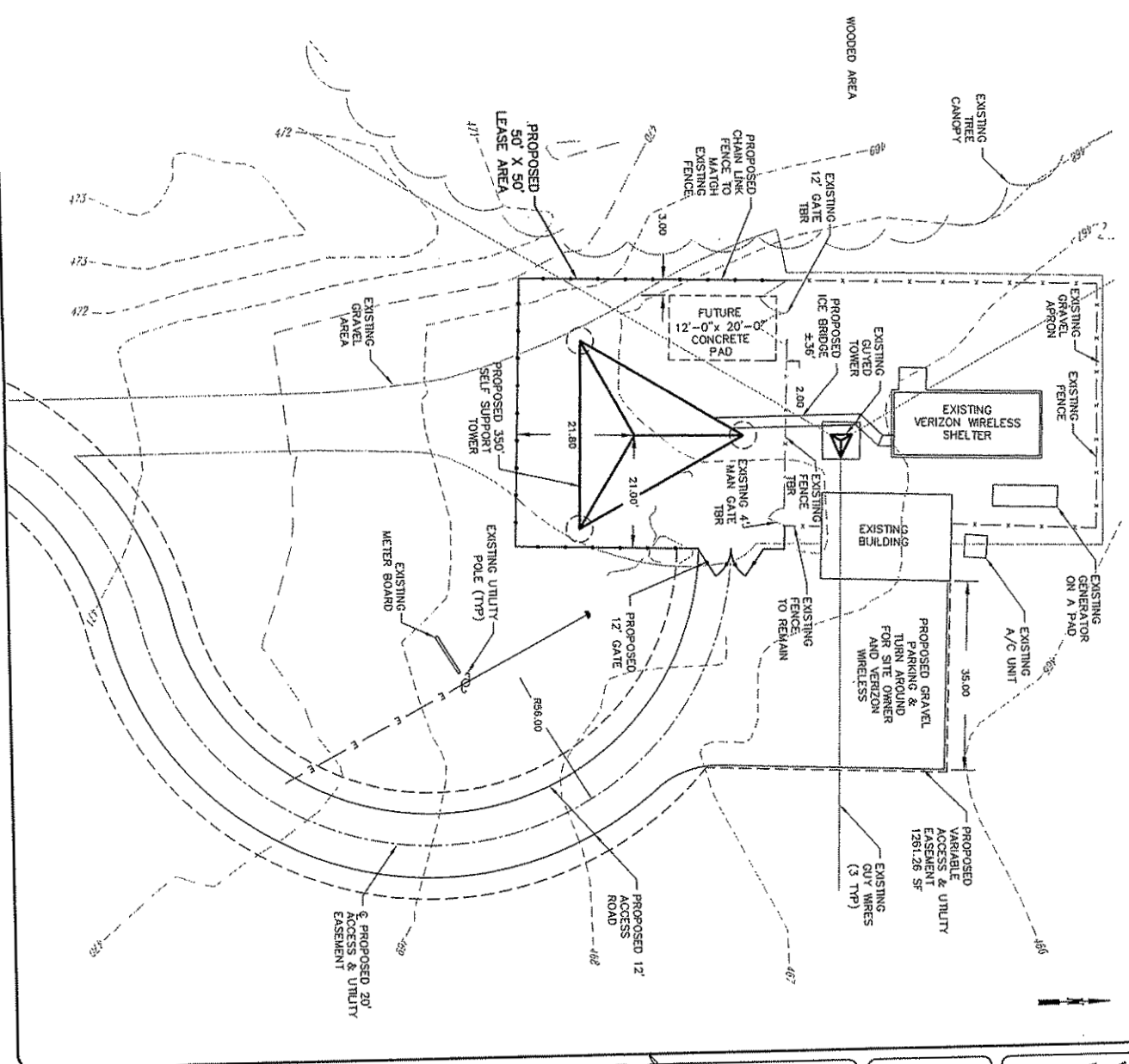
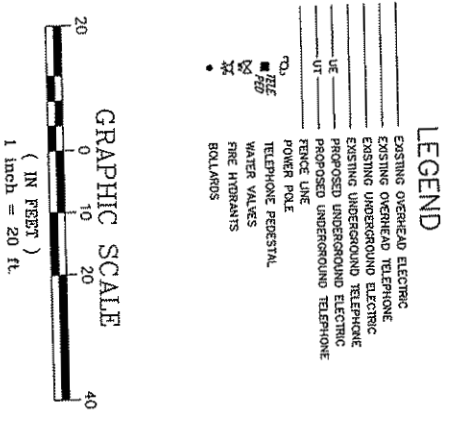
**500' VICINITY MAP  
LEGAL DESCRIPTIONS  
FLOOD PLAIN CERTIFICATION  
SITE PLAN  
VERTICAL TOWER PROFILE**



### SITE PLAN NOTES

1. THE PROPOSED DEVELOPMENT IS FOR A 350 FOOT SELF-SUPPORT TOWER AND AN ADDITIONAL EQUIPMENT LOCATION. ITS LOCATION IS AT 416 JAYTOWN RD, MAYSVILLE, KY, 42066
2. THE TOWER WILL BE ACCESSED BY AN EXISTING STABILIZED DRIVE FROM AN EXISTING ASPHALT ROADWAY (JAYTOWN RD) WHICH IS A PUBLIC RIGHT OF WAY.
3. CENTERLINE OF PROPOSED TOWER GEOGRAPHIC LOCATIONS:  
 LATITUDE: 36° 46' 00.07" N, N 1811210.80  
 LONGITUDE: 88° 38' 51.93" W, E 791735.28
4. REMOVE ALL VEGETATION & CLEAN GRUB LEASE AREA (WHERE REQUIRED).
5. FINISH GRADING TO PROVIDE EFFECTIVE DRAINAGE WITH A SLOPE OF NO LESS THAN ONE EIGHTH INCH (1/8") PER FOOT FLOWING AWAY FROM EQUIPMENT FOR A MINIMUM DISTANCE OF SIX FEET (6') IN ALL DIRECTIONS.
6. LOCATE ALL U.S. UTILITIES PRIOR TO ANY CONSTRUCTION.
7. COMPOUND FINISHED SURFACE TO BE FENCED

**UNDERGROUND UTILITIES**  
 CALL 2 WORKING DAYS  
**BEFORE YOU DIG**  
 1-800-752-6007  
 UTILITIES PROTECTION SERVICE  
 NON-NUMBERS MUST CALL DIRECTLY



**verizon wireless**  
 2441 HOLLOWAY RD.  
 LOUISVILLE, KY 40299  
 PHONE (502) 552-0330  
 FAX (502) 285-7548

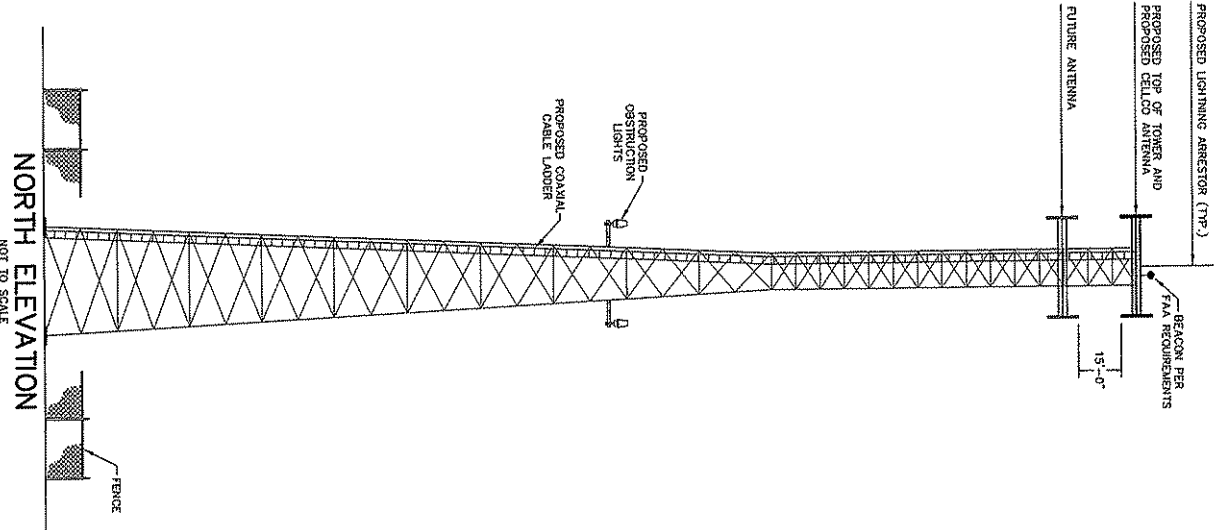
**BTW**  
 BTR ENGINEERING, INC.  
 3001 TAYLOR SPRINGS RD  
 LOUISVILLE, KY 40220  
 PHONE (502) 459-9402  
 FAX (502) 459-9427

STATE OF KENTUCKY  
 WOODROW W. MARQUIN, JR.  
 13802  
 PROFESSIONAL ENGINEER

SITE NAME: MAYFIELD		
SITE ADDRESS: 416 JAYTOWN RD MAYFIELD, KY 42066		
LEASE AREA:	2,500 SQ. FT.	
TOWER TYPE:	SELF-SUPPORT	
TOWER HEIGHT:	350'	
LATITUDE: 36° 46' 00.07" N LONGITUDE: 88° 38' 51.93" W		
NO.	REVISION/ISSUE	DATE
1.	ISSUE FOR COMMENT	1/31/07
2.	CELLOD REVISIONS	3/02/07
3.	ISSUE FOR ZONING	3/07/07

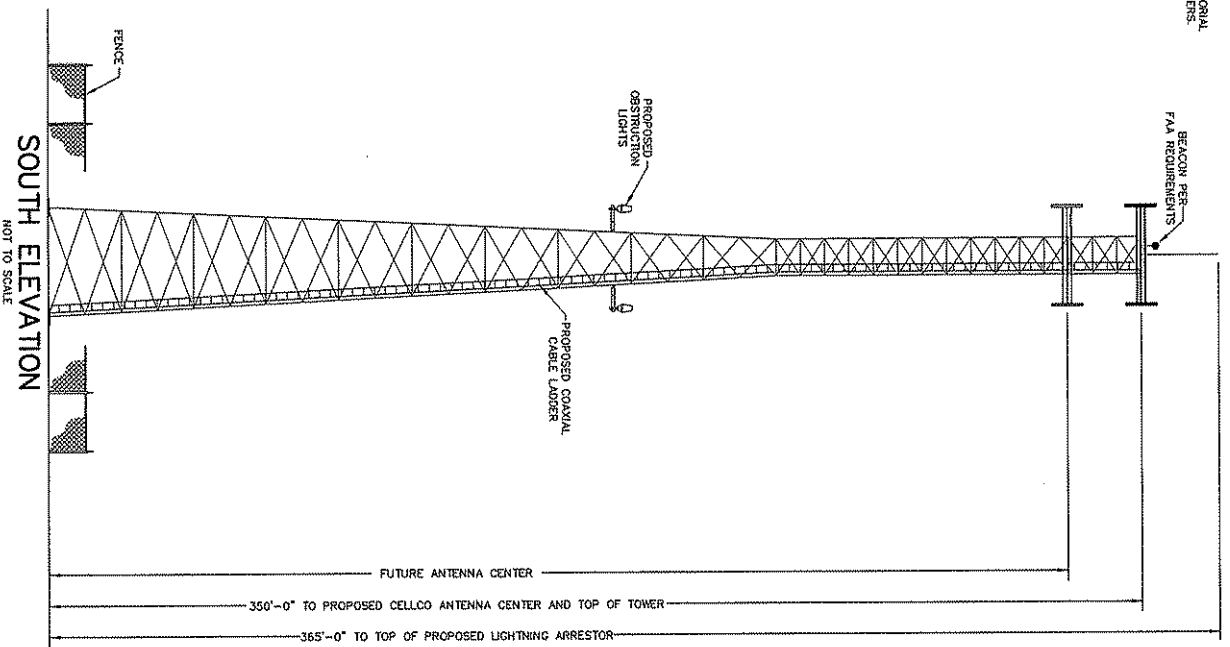
TITLE: SITE LAYOUT  
 SHEET: Z-3





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

**NOTE:**  
ENSURE TOWER BEACON IS NOT BLOCKED BY ANTENNA INSTALLATION PER RF.



SHEET: Z-4

TITLE: NORTH & SOUTH ELEVATIONS

NO.	REVISION/ISSUE	DATE
1.	ISSUE FOR COMMENT	1/23/07
2.	CELLCO REVISIONS	3/02/07
3.	ISSUE FOR ZONING	3/07/07

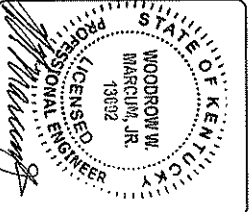
TOWER HEIGHT: 350'

TOWER TYPE: SELF-SUPPORT

LEASE AREA: 2,900 SQ. FT.

SITE ADDRESS: 416 AULTON RD  
MAYFIELD, KY 42055

SITE NAME: MAYFIELD



**BTE**  
BTE ENGINEERING, INC.  
3001 PATTON SPRINGS DR  
LOUISVILLE, KENTUCKY 40220  
PHONE: (502) 459-8402  
FAX: (502) 459-8427

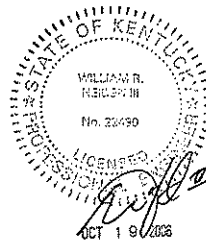
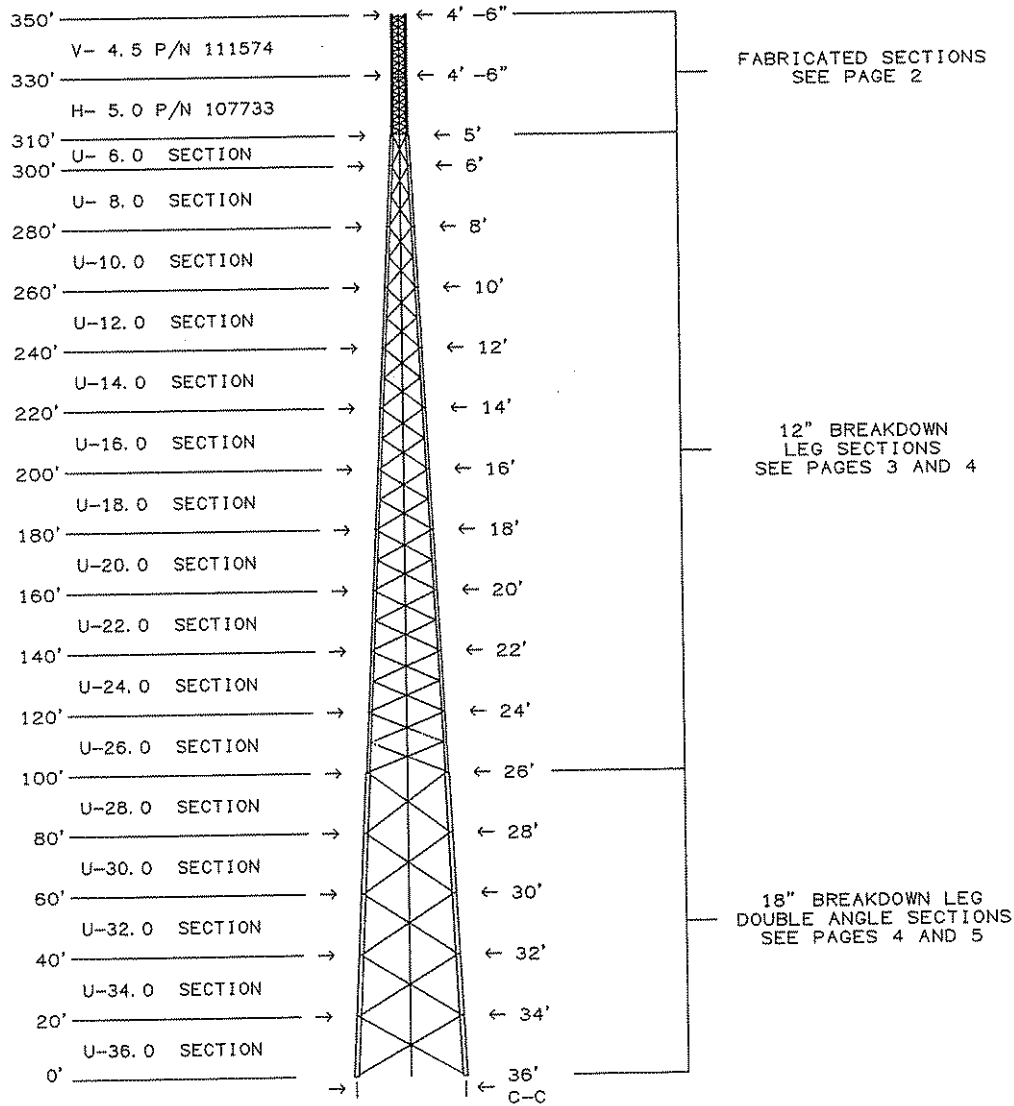
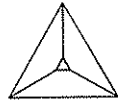
**verizon wireless**  
2441 HOLLOWAY RD  
LOUISVILLE, KY 40299  
PHONE: (502) 552-0310  
FAX: (502) 256-7548







**EXHIBIT C**  
**TOWER AND FOUNDATION DESIGN**



William R. Heiden III, KY Professional Engineer # 22430

VERIZON WIRELESS  
MAYFIELD, KY  
U-36.0 X 350'

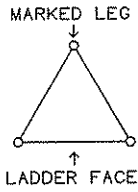
REV	DESCRIPTION OF REVISIONS	INI	DATE	APPROVED/FOUND.	N/A
D	REVISED T-LINE - CAD EDIT	BAM	10/19/2006		
C	REVISED T-LINE VIEW PAGE 6 ACAD EDIT	BAM	10/19/2006		
B	REVISED T-LINE INSTALLATION NOTES	BAM	10/19/2006	KENTUCKY C. O. A. 1542	
A	FOUNDATION PER SOIL REPORT	TMW	10/18/2006	APPROVED/ENG.	BAM 10/19/2006
VALMONT STRUCTURES IS A DIVISION OF VALMONT INDUSTRIES, INC. ENGINEERING PROVIDED BY PIROD, INC., WHOLLY OWNED BY VALMONT INDUSTRIES, INC.				DRAWN BY	
From: F1009488.DFT - 10/11/2006 11:24				ENG. FILE NO. A-122358-	207621
Printed from 207621_010D.DWG * 10/11/2006 12:13 @ 10/19/2006 14:26				ARCHIVE F-1009488	PAGE 1 OF 12



FABRICATED SECTION DATA 310' - 350' ELEVATION									
SECT LEN	SEC #	SECTION PART#	LEG SIZE	BRACE SIZE	SECT WT.*	BOLTS AT BOTTOM			
						DIAM	LENGTH	#	
20'	V- 4.5	111574+	1- 3/4 "	3/4 "	1083#	5/8"	4-1/2"	15	
20'	H- 5.0	107733	2 "	7/8 "	1273#	1 "	3-1/2"	18	

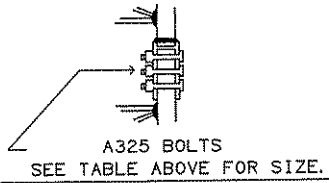
\* THE WEIGHTS LISTED ARE THEORETICAL. THE ACTUAL WEIGHTS WILL VARY. ALL WEIGHTS SHOULD BE CONFIRMED IN THE FIELD PRIOR TO ERECTION.

FABRICATED SECTIONS  
GENERAL SECTION ASSEMBLY  
TOP VIEW

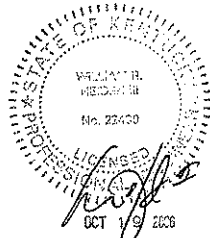
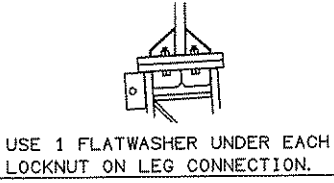


THE MARKED LEG OF EACH SECTION IS STAMPED WITH THE 6 DIGITS OF THE TOWER SERIAL #. ASSEMBLE THE TOWER WITH MARKED LEGS TOGETHER. THE MARKED LEG MAY ALSO CONTAIN JOINT NUMBERS STARTING WITH 1 AT THE TOP OF THE BASE SECTION. IF SO, ERECT WITH JOINTS IN THE PROPER SEQUENCE.

FABRICATED SECTIONS  
TYPICAL SLEEVE TYPE  
LEG CONNECTION



FABRICATED SECTIONS  
TRANSITION SIDE VIEW  
AT 310' ELEVATION



William R. Heiden III, KY Professional Engineer # 22430

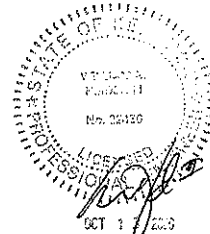
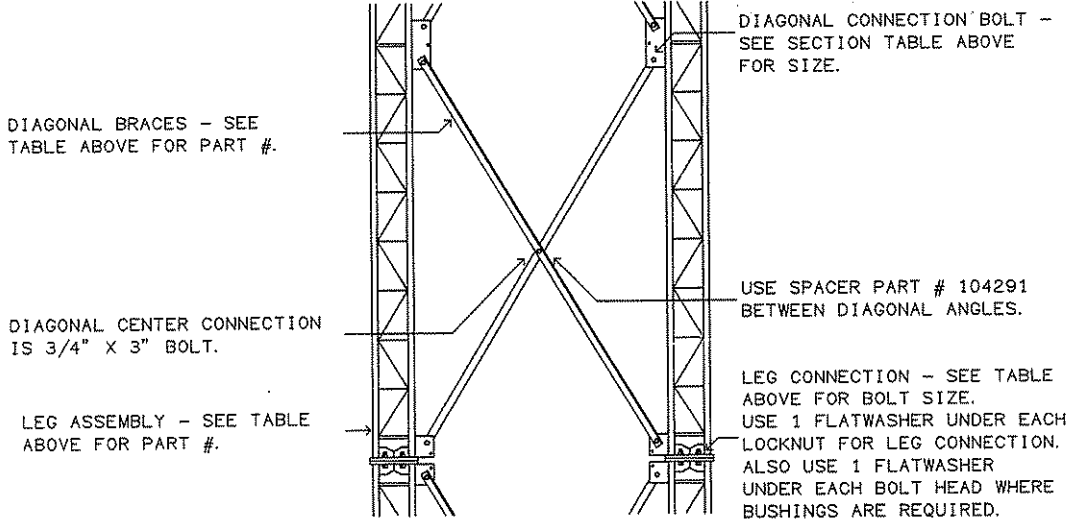
VALMONT STRUCTURES IS A DIVISION OF VALMONT INDUSTRIES, INC. ENGINEERING PROVIDED BY PIROD, INC., WHOLLY OWNED BY VALMONT INDUSTRIES, INC.		VERIZON WIRELESS MAYFIELD, KY U-36.0 X 350'	
		KENTUCKY C. O. A. 1542	<b>valmont</b>
APPROVED/ENG.	BAM	10/19/2006	1-877-467-4763 Plymouth, IN 1-866-860-9181 Salem, OR
APPROVED/FOUND.	N/A		STRUCTURES
COPYRIGHT 2006			
DRAWN BY	SKK		DRAWING NO.
ENG. FILE NO.	A-122358-		207621
ARCHIVE	F-1009488		PAGE
			2 OF 12

BREAKDOWN SECTION DATA (12" LEG) 100' - 310' ELEVATION

SEC #	SECTION LENGTH	LEG SIZE	LEG PART#	TOP DIAG PART#	BOT DIAG PART#	DIAGONAL ANGLE		SECTION WEIGHT	LEG CONNECT+		DIAG CONNECT	
						FACE	THICK		DIAM	LENGTH	DIAM	LENGTH
U- 6.0	10'	1- 1/4"	195541		105556	2-1/2"	3/16"	962#	1 "	3-1/2"	1 "	2-1/4"
U- 8.0	20'	1- 1/4"	195554	105558	105561	2-1/2"	3/16"	1950#	1 "	3-1/2"	1 "	2-1/4"
U-10.0	20'	1- 1/2"	195555	105565	105568	3"	3/16"	2516#	1 "	3-1/2"	1 "	2-1/4"
U-12.0	20'	1- 3/4"	195557	105571	105574	3"	3/16"	2914#	1 "	3-1/2"	1 "	2-1/4"
U-14.0	20'	1- 3/4"	195557	105576	105579	3"	3/16"	2980#	1 "	4-1/4"	1 "	2-1/4"
U-16.0	20'	2 "	195559	113411	113412	3"	5/16"	4215#	1-1/4"	4-1/2"	1-1/4"	2-3/4"
U-18.0	20'	2 "	195559	128185	128186	3"	5/16"	4335#	1-1/4"	4-1/2"	1-1/4"	2-3/4"
U-20.0	20'	2 "	195559	105598	105601	3-1/2"	5/16"	4708#	1-1/4"	4-1/2"	1-1/4"	2-3/4"
U-22.0	20'	2- 1/4"	195560	127761	127762	3-1/2"	5/16"	5408#	1-1/4"	4-1/2"	1-1/4"	2-3/4"
U-24.0	20'	2- 1/4"	195560	113422	113423	4"	1/4"	5421#	1-1/4"	4-1/2"	1-1/4"	2-3/4"
U-26.0	20'	2- 1/4"	195560	106919	106920	4"	3/8"	6498#	1-1/4"	5"	1-1/4"	2-3/4"

\* THE WEIGHTS LISTED ARE THEORETICAL. THE ACTUAL WEIGHTS WILL VARY. ALL WEIGHTS SHOULD BE CONFIRMED IN THE FIELD PRIOR TO ERECTION.  
 + USE 1 FLATWASHER UNDER EACH LOCKNUT, FOR LEG CONNECTION ONLY. ALSO USE 1 FLATWASHER UNDER EACH BOLT HEAD WHERE BUSHINGS ARE REQUIRED.

TYPICAL BREAKDOWN SECTION ASSEMBLY (12" LEG) 100' - 310' ELEVATION



William R. Heiden III, KY Professional Engineer # 22430

VERIZON WIRELESS  
 MAYFIELD, KY  
 U-36.0 X 350'

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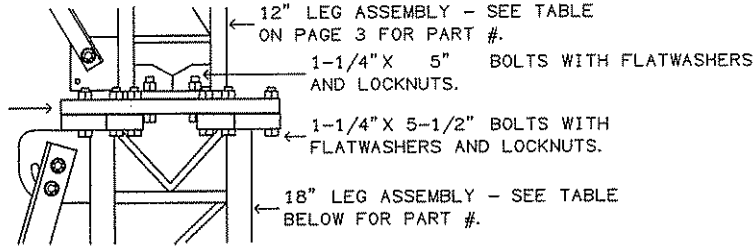
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 207621  
 PAGE

3 OF 12



LEG TRANSITION FROM 12" TO 18" SECTIONS AT 100' ELEVATION

ADAPTER PLATE PART # 128693  
USE 1 FLATWASHER UNDER EACH LOCKNUT FOR LEG CONNECTION.



BREAKDOWN SECTION LEG DATA (18" LEG WITH DOUBLE ANGLES) 0' - 100' ELEVATION

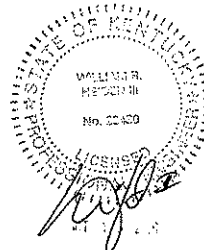
#	MODEL	LENGTH	WEIGHT*	LEG			LEG CONNECT @ BOTTOM+			ADAPTER AT TOP			
										ADAPTR PART #	DIAM	LENGTH #	CONNECTION BOLT
5	U-28.0	20'	7506#	2- 1/2 "	5/8" PLATE	139283	1-1/4"	5-1/2"	12	128693	1-1/4"	5-1/2"	12
4	U-30.0	20'	7543#	2- 1/2 "	5/8" PLATE	139283	1-1/4"	5-1/2"	12				
3	U-32.0	20'	7783#	2- 1/2 "	5/8" PLATE	139283	1-1/4"	5-1/2"	12				
2	U-34.0	20'	8326#	2- 3/4 "	5/8" PLATE	139284	1-1/4"	5-1/2"	12				
1	U-36.0	20'	8461#	2- 3/4 "	5/8" PLATE	139284							

\* THE WEIGHTS LISTED ARE THEORETICAL. THE ACTUAL WEIGHTS WILL VARY.  
ALL WEIGHTS SHOULD BE CONFIRMED IN THE FIELD PRIOR TO ERECTION.  
+ QUANTITY IS PER LEG. USE 1 FLATWASHER UNDER EACH LOCKNUT.

BREAKDOWN SECTION DIAGONAL DATA (18" LEG WITH DOUBLE ANGLES) 0' - 100' ELEVATION

#	MODEL	DIAGONAL PART #			DIAG ANGLE		DIAG BOLT		CENTER PLATE PART #	SPACER PART #	**
		UPPER	LOWER	LONG	FACE	THICK	DIAM	LENGTH			
5	U-28.0	112873	112869	112799	3-1/2"	5/16"	1 "	3-1/2"	153241	153239	1
4	U-30.0	112865	112861	112795	3-1/2"	5/16"	1 "	3-1/2"	153241	153239	1
3	U-32.0	112857	112852	112791	3-1/2"	5/16"	1 "	3-1/2"	153241	153239	1
2	U-34.0	112846	112841	112785	4"	1/4"	1 "	3-1/2"	153241	153239	1
1	U-36.0	112836	112831	112780	4"	1/4"	1 "	3-1/2"	153241	153239	1

\* QUANTITY IS PER BOLT.  
+ USE 1 FLATWASHER UNDER EACH LOCKNUT.



William R. Heiden III, KY Professional Engineer # 22430

VERIZON WIRELESS  
MAYFIELD, KY  
U-36.0 X 350'

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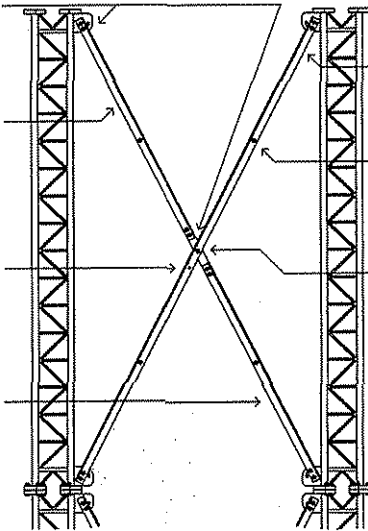
TYPICAL BREAKDOWN SECTION ASSEMBLY (18" LEG WITH DOUBLE ANGLES) 0' - 100' ELEVATION

DIAGONAL CONNECTION BOLTS -  
SEE DIAGONAL TABLE ON PAGE 4  
FOR SIZE.

"UPPER" DIAGONAL BRACES  
(BACK TO BACK ANGLES) - SEE  
TABLE ON PG. 4 FOR PART #.

THIS HOLE REMAINS OPEN.

"LOWER" DIAGONAL BRACES  
(BACK TO BACK ANGLES) - SEE  
TABLE ON PG. 4 FOR PART #.



"LONG" DIAGONAL BRACE  
(BACK TO BACK ANGLES) - SEE  
TABLE ON PG. 4 FOR PART #.

INTERMEDIATE DIAGONAL BOLTS  
AT 4 LOCATIONS PER PANEL ON  
EACH FACE. SEE TABLE ON PG. 4  
FOR PART # AND QUANTITY  
PER BOLT.

DIAGONAL CENTER PLATE -  
SEE DIAGONAL TABLE ON PAGE 4  
FOR PART #.

LEG CONNECTION - SEE TABLE  
ON PAGE 4 FOR BOLT SIZE.  
USE 1 FLATWASHER UNDER EACH  
LOCKNUT FOR LEG CONNECTION.



William R. Heiden III, KY Professional Engineer # 22430

VERIZON WIRELESS  
MAYFIELD, KY  
U-36.0 X 350'

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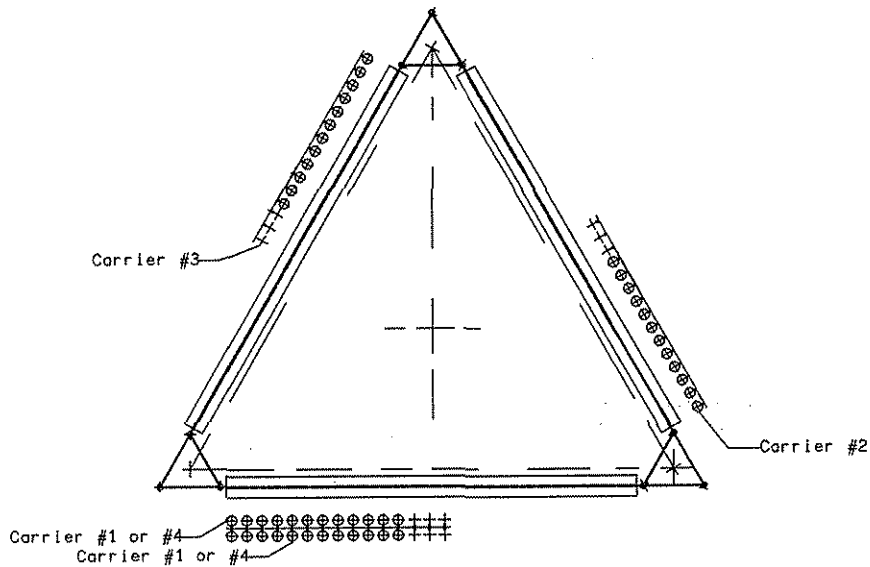
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PAGE 5 OF 12

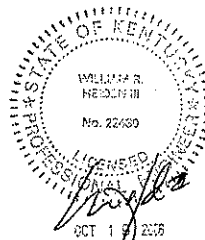


STYLE #3 - 1X15 SYMMETRIC  
FOUR CARRIER


TRANSMISSION LINE INSTALLATION NOTES

1. ALL LINES ARE TO BE PLACED IN THE SEQUENCE SHOWN ON THIS PAGE.
2. TOTAL QUANTITY OF LINES AND CARRIERS MUST NOT EXCEED THE LISTED QUANTITIES IN THE GENERAL NOTES AS SHOWN ON PAGE 7 OF THIS DRAWING. ALTERATION OF THE PLACEMENT SEQUENCE MAY REDUCE THE STRUCTURE'S ABILITY TO SUPPORT THE NOTED ANTENNA AND LINE LOADING. ANY ALTERATION VOIDS THE CERTIFICATION OF THE STRUCTURE.
3. REFERENCE INSTALLATION DRAWINGS 158351, 157426, 156217 AND 159093.

TRANSMISSION LINE INSTALLATION

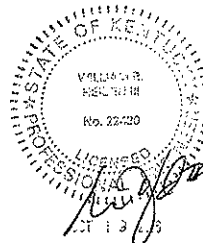


William R. Heiden III, KY Professional Engineer # 22430

				VERIZON WIRELESS MAYFIELD, KY U-36.0 X 350'	
D	REVISED T-LINE - CAD EDIT	BAM	10/19/2006		
C	REVISED T-LINE VIEW PAGE 6 ACAD EDIT	BAM	10/19/2006	KENTUCKY C. O. A. 1542	
B	REVISED T-LINE INSTALLATION NOTES	BAM	10/19/2006	APPROVED/ENG.	BAM 10/19/2006
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				PAGE 6 OF 12	

### GENERAL NOTES

1. TOWER DESIGN CONFORMS TO STANDARD EIA/TIA-222-F FOR 75 MPH FASTEST-MILE BASIC WIND SPEED WITH .5" RADIAL ICE WITH LOAD DUE TO WIND REDUCED BY 25% WHEN CONSIDERED SIMULTANEOUSLY WITH ICE.  
TOWER DESIGN CONFORMS TO STANDARD EIA/TIA-222-F FOR 75 MPH FASTEST-MILE BASIC WIND SPEED WITH NO ICE.  
TOWER MEETS THE REQUIREMENTS OF THE 2003 INTERNATIONAL BUILDING CODE UTILIZING AN 90 MPH 3-SEC GUST BASIC WIND SPEED WITH AN IMPORTANCE FACTOR OF 1.00 AND EXPOSURE C CRITERIA AND IN ACCORDANCE WITH STANDARD EIA/TIA-222-F.
  2. TWIST AND SWAY PER EIA/TIA-222-F FOR 8 FT. DIAMETER DISHES AT 6 GHZ (LESS THAN OR EQUAL TO 1.13 DEGREES) AT 50 MPH WITH NO ICE AT 270 FT. ABOVE THE BASE OF THE TOWER. ALL OPERATIONAL WINDLOADS ARE ASSUMED TO OCCUR AT 33 FT. ABOVE GROUND LEVEL.
  3. MATERIAL: (A) SOLID RODS TO ASTM A572 GRADE 50.  
(B) ANGLES TO ASTM A36.  
(C) PIPE TO ASTM A500 GRADE B.  
(D) STEEL PLATES TO ASTM A36.  
(E) CONNECTION BOLTS TO ASTM A325 OR ASTM A449 (Fu=120 KSI AND Fy=92 KSI) AND ANCHOR BOLTS TO ASTM A687 (Fu=150 KSI AND Fy=105 KSI).
  4. BASE REACTIONS PER EIA/TIA-222-F FOR 75 MPH BASIC WIND SPEED WITH 0.50" RADIAL ICE:  
TOTAL WEIGHT = 138.1 KIPS.                      MAXIMUM COMPRESSION = 575.9 KIPS PER LEG.  
MOMENT = 16520.1 KIP-FT.                      MAXIMUM UPLIFT = 483.9 KIPS PER LEG.  
MAXIMUM SHEAR = 85.8 KIPS TOTAL.
  5. BASE REACTIONS PER EIA/TIA-222-F FOR 75 MPH BASIC WIND SPEED WITH NO ICE.  
TOTAL WEIGHT = 106.8 KIPS.                      MAXIMUM COMPRESSION = 488.3 KIPS PER LEG.  
MOMENT = 14114.6 KIP-FT.                      MAXIMUM UPLIFT = 417.1 KIPS PER LEG.  
MAXIMUM SHEAR = 72.7 KIPS TOTAL.
  6. FINISH: ALL BOLTS ARE GALVANIZED IN ACCORDANCE WITH ASTM A153 (HOT DIPPED) OR ASTM B695 CLASS 50 (MECHANICAL). ALL OTHER STRUCTURAL MATERIALS ARE GALVANIZED IN ACCORDANCE WITH ASTM123.
  7. ANTENNAS: 350' -(12) SC9014 PANELS ON (3) 15' LIGHT WT. T-FRAMES WITH (12) 1-5/8" LINES  
330' -(12) SC9014 PANELS ON (3) 15' LIGHT WT. T-FRAMES WITH (12) 1-5/8" LINES  
310' -(12) SC9014 PANELS ON (3) 15' LIGHT WT. T-FRAMES WITH (12) 1-5/8" LINES  
290' -(12) SC9014 PANELS ON (3) 15' LIGHT WT. T-FRAMES WITH (12) 1-5/8" LINES  
270' -(1) 8' SOLID DISH WITH 1-5/8" LINES
- NOTE: (A) ELEVATIONS ARE TO THE BOTTOM OF THE ANTENNAS, EXCEPT FOR MICROWAVE DISHES, WHICH ARE TO THE CENTERLINE.
8. REMOVE FOUNDATION TEMPLATE PRIOR TO ERECTING TOWER. INSTALL BASE SECTION WITH MINIMUM OF 2" CLEARANCE ABOVE CONCRETE. SEE BASE SECTION PLACEMENT ON PAGE 10. PACK NON-SHRINK STRUCTURAL GROUT UNDER BASE SECTION AFTER LEVELING TOWER.
  9. MIN. WELDS 5/16" UNLESS OTHERWISE SPECIFIED. ALL WELDING TO CONFORM TO AWS D1.1
  10. ALL BOLTS AND NUTS MUST BE IN PLACE BEFORE THE ADJOINING SECTIONS ARE INSTALLED.
  11. ALL STRUCTURAL BOLTS ARE TO BE TIGHTENED TO A SNUG TIGHT CONDITION AS DEFINED BY AISC SPECIFICATION UNLESS OTHERWISE NOTED. A MORE QUANTITATIVE ALTERNATIVE APPROACH TO ACHIEVING A SNUG TIGHT CONDITION IS TO TIGHTEN USING THE TORQUE VALUES FROM DRAWING 123107-A.
  12. EIA GROUNDING FOR TOWER.
  13. DUAL LIGHT KIT (151' - 350')



William R. Heiden III, KY Professional Engineer # 22430

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### FOUNDATION NOTES

1. SOIL AS PER REPORT FS TAN, DATED: 6/23/06 (FILE: 06-4029)
2. CONCRETE TO BE 3000 PSI @28 DAYS. REINFORCING BAR TO CONFORM TO ASTM A615 GRADE 60 SPECIFICATIONS. CONCRETE INSTALLATION TO CONFORM TO ACI-318 (2002) BUILDING REQUIREMENTS FOR REINFORCED CONCRETE. ALL CONCRETE TO BE PLACED AGAINST UNDISTURBED EARTH FREE OF WATER AND ALL FOREIGN OBJECTS AND MATERIALS. A MINIMUM OF THREE INCHES OF CONCRETE SHALL COVER ALL REINFORCEMENT. WELDING OF REBAR NOT PERMITTED.
3. A COLD JOINT IS PERMISSIBLE UPON CONSULTATION WITH PIROD. ALL COLD JOINTS SHALL BE COATED WITH BONDING AGENTS PRIOR TO SECOND POUR.
4. ALL REINFORCING STEEL TO BE FORMED INTO A CAGE PRIOR TO SETTING INTO POSITION IN THE EXCAVATED PIER.
5. PERMANENT STEEL CASING SHALL NOT BE USED WITHOUT CONSENT FROM FOUNDATION DESIGNERS.
6. BENDING, STRAIGHTENING OR REALIGNING (HOT OR COLD) OF THE ANCHOR BOLTS BY ANY METHOD IS PROHIBITED.
7. CROWN TOP OF FOUNDATION FOR PROPER DRAINAGE.
8. FOUNDATION IS TO BEAR ON INSITU CLAY AT APPROXIMATELY 20.0' BELOW GRADE. THE BEARING SURFACE IS TO BE FREE OF ANY LOOSE MATERIAL & SUBSEQUENTLY INSPECTED BY A QUALIFIED ON-SITE GEOTECHNICAL ENGINEER.
9. A TEMPORARY, FULL LENGTH STEEL CASING MAY BE REQUIRED DURING INSTALLATION.
10. IF MORE THAN 3" OF WATER IS PRESENT AT THE BOTTOM OF THE DRILLED SHAFT, EITHER WATER SHALL BE REMOVED OR CONCRETE SHALL BE PLACED USING THE TREMIE METHODS.
11. GRADE THE SITE TO DRAIN AWAY FROM FOUNDATION.
12. THE ON-SITE GEOTECHNICAL ENGINEER SHALL CONFIRM THAT THE INSITU SOIL STRENGTHS MEET OR EXCEED THOSE PARAMETERS GIVEN IN THE SOIL REPORT.

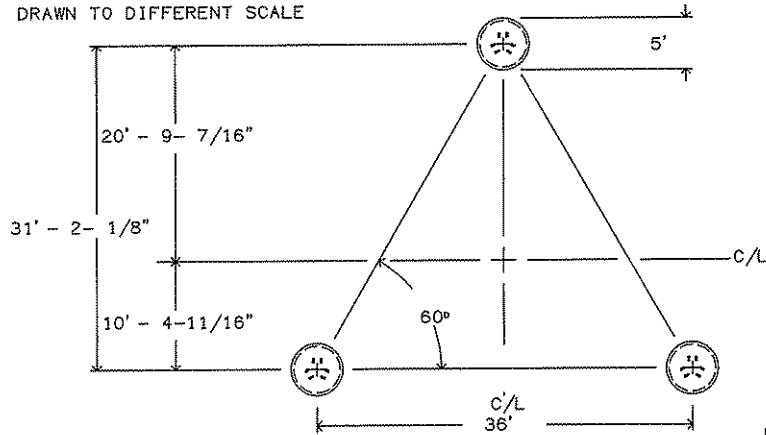


William R. Heiden III, KY Professional Engineer # 22430

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A	FOUNDATION PER SOIL REPORT	TMW	10/18/2006	APPROVED/ENG.	BAM 10/19/2006
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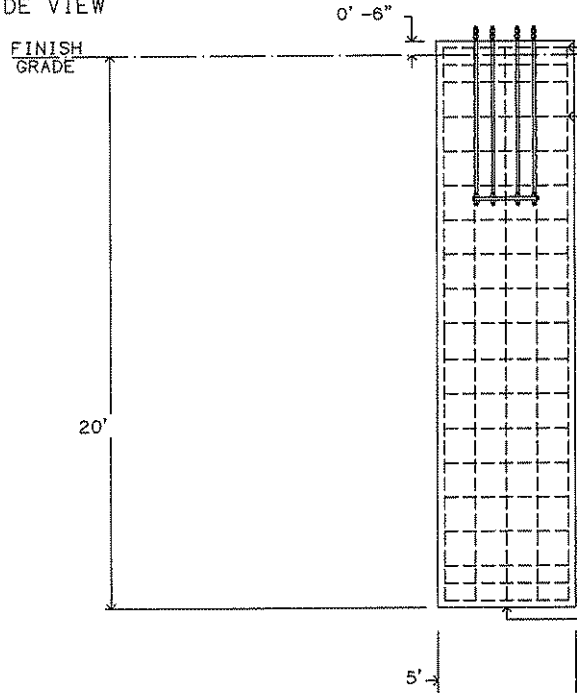
TOP VIEW

TOP AND SIDE VIEWS ARE  
DRAWN TO DIFFERENT SCALE



NOTE: ALL REBAR REQUIRES MINIMUM  
3" CONCRETE COVERAGE  
FOR ANCHOR STEEL IDENTIFICATION  
AND PLACEMENT INFORMATION, SEE  
PAGE 11. SEE PAGE 12 FOR BASE  
SECTION INSTALLATION DETAIL.

SIDE VIEW



FOR DETAIL VIEW OF REBAR CAGE  
END AREA, SEE (E) ON PAGE 10.

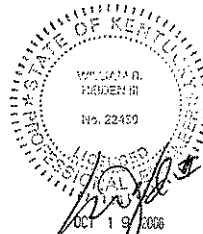
# 5 HORIZONTAL TIES - SEE (B) ON PAGE 10.  
16 PIECES REQUIRED PER PIER,  
EQUALLY SPACED.

# 9 VERTICAL REBAR - SEE (A) ON PAGE 10.  
23 PIECES REQUIRED PER PIER,  
EQUALLY SPACED, TO BE PLACED  
INSIDE TIES.

TOWER FOUNDATION

THREE PIERS REQUIRED  
14.9 CUBIC YARDS CONCRETE REQUIRED EACH PIER

FOR INSTALLATION SPECIFICATIONS AND  
ADDITIONAL INFORMATION, SEE PAGE 8  
OF THIS DRAWING.



William R. Heiden III, KY Professional Engineer # 22430

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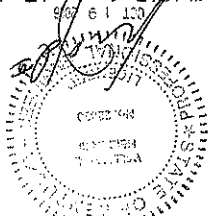




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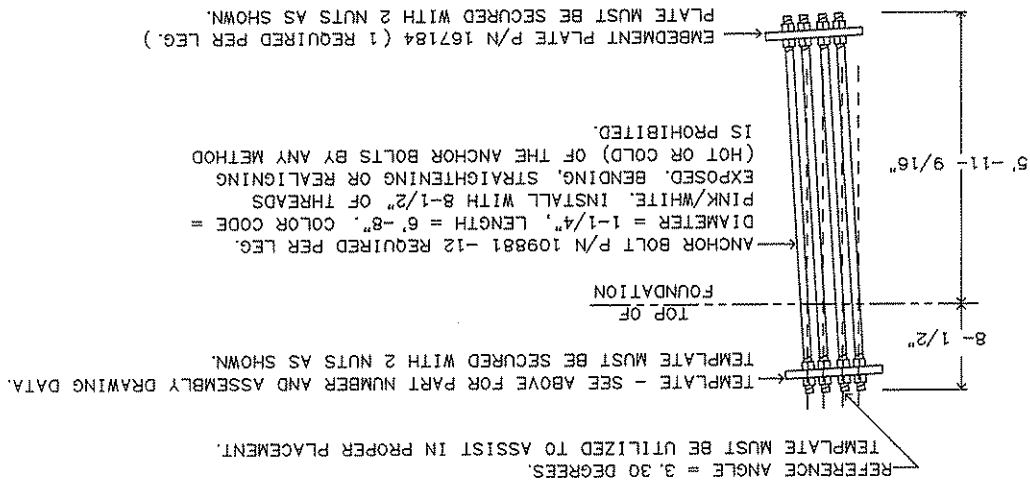
VERIZON WIRELESS  
 MAYFIELD, KY  
 U-36.0 X 35.0

William R. Heiden III, KY Professional Engineer # 22430

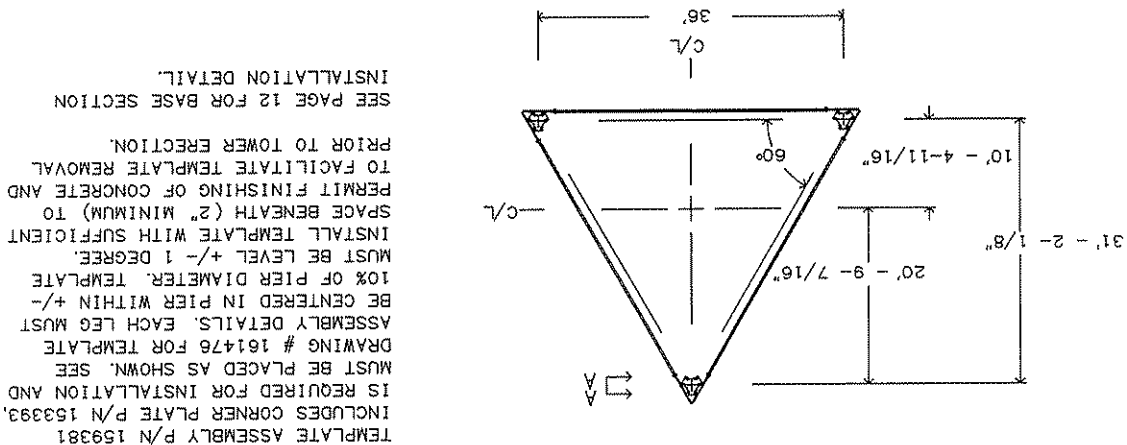


ATTENTION CONTRACTOR INSTALLING THE ANCHOR BOLTS  
 1-1/4" DIAMETER ANCHOR BOLTS FOR TAPERED TOWER.  
 VERIFY THE PART NUMBERS AND SIZES FOR ALL COMPONENTS ON THIS PAGE AND PAGE 12.  
 IF THERE ARE ANY DISCREPANCIES, PLEASE NOTIFY PIROD, INC., PRIOR TO INSTALLATION!

VIEW A - A - ANCHOR BOLT INSTALLATION DETAIL (NOT TO SCALE)



TOWER ANCHOR STEEL PLACEMENT - TOP VIEW





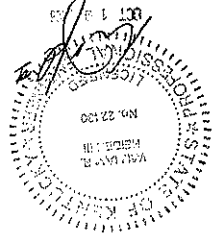
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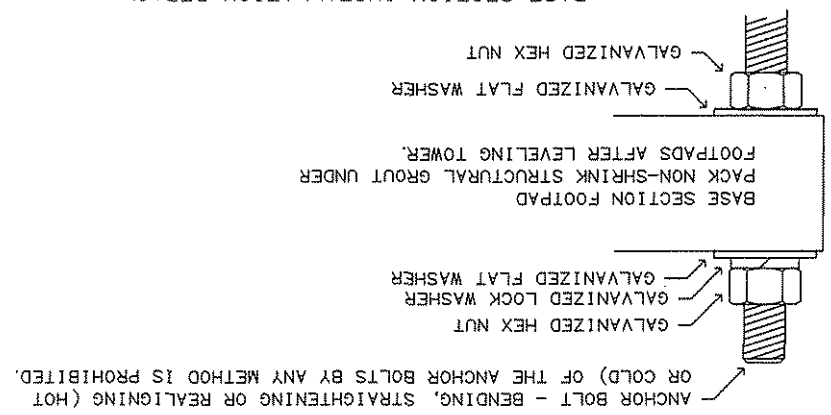
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U-36.0 X 35.0'

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BASE SECTION INSTALLATION DETAIL



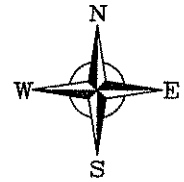
**EXHIBIT D**

**COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST  
AND MAP OF LIKE FACILITIES IN VICINITY**

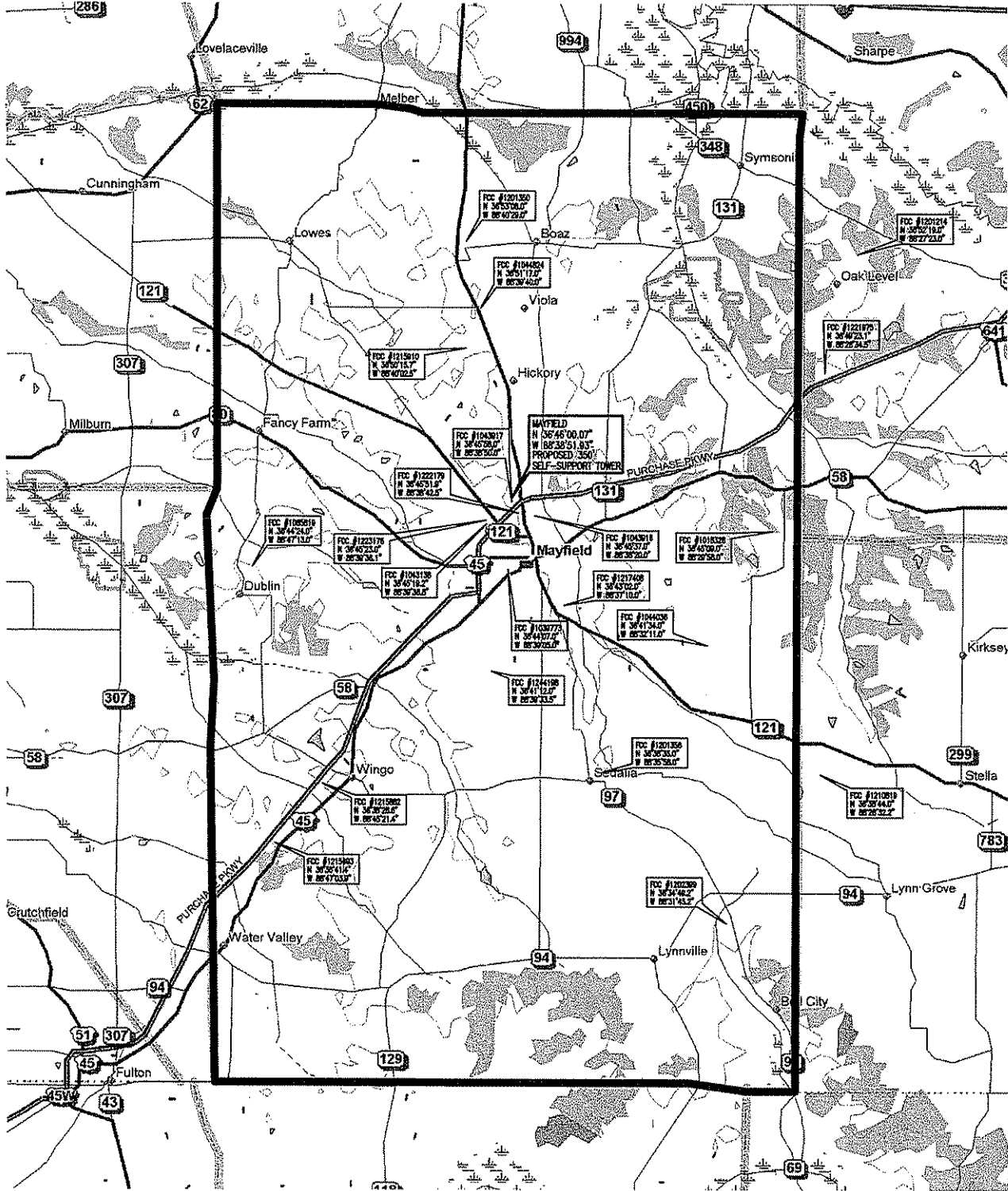
# GRAVES COUNTY, KENTUCKY

## CELLCO PARTNERSHIP SITE NAME: MAYFIELD

### TOWER LOCATION EXHIBIT



TOWERS DEPICTED ARE ALL KNOWN TOWER SITES REGISTERED WITH THE FEDERAL COMMUNICATIONS COMMISSION IN GRAVES COUNTY, KENTUCKY



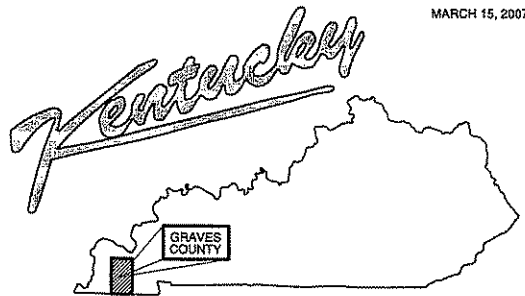
7.5 MINUTE U.S.G.S. QUADRANGLE MAP (NOT TO SCALE)

MARCH 15, 2007



F.S. Land Company  
 T. Alan Neal Company  
 Land Surveyors and Consulting Engineers

P.O. Box 17545 2313/2315 Offitenden Drive, Louisville, KY. 40217  
 Phone: (502) 635-5886 (502) 636-5111 Fax: (502) 636-5263



**EXHIBIT E**  
**APPLICATION TO FAA**

**Form 7460-1 for ASN: 2007-ASO-309-OE**

faa.gov Tools:  Print this page

**For information only.**

This proposal has not yet been studied. Study outcomes will be posted at a later date.  
Public comments are not requested, and will not be considered at this time.

**Overview**

**Study (ASN):** 2007-ASO-309-OE  
**Prior Study:**  
**Status:** Work In Progress

**Received Date:** 01/22/2007  
**Entered Date:** 01/22/2007  
**Map:** View Map

**Construction Info**

**Notice Of:** Construction  
**Duration:** Permanent (Months: 0 Days: 0)  
**Work Schedule:**

**Structure Summary**

**Structure Type:** Antenna Tower  
**Other Description:**  
**NACO Number:**  
**FCC Number:**

**Structure Details**

**Latitude (NAD 83):** 36° 46' 00.07" N  
**Longitude (NAD 83):** 88° 38' 51.93" W  
**Datum:** NAD 83  
**City:** Mayfield  
**State:** KY

**Height and Elevation**

	<b>Proposed</b>
<b>Site Elevation:</b>	469
<b>Structure Height:</b>	370
<b>Total Height (ASML):</b>	839

**Frequencies**

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

**EXHIBIT F**

**APPLICATION TO KENTUCKY AIRPORT ZONING COMMISSION**



TC 56-50E (Rev. 02/05)

Kentucky Transportation Cabinet, Kentucky Airport Zoning Commission, 200 Mero Street, Frankfort, KY 40622 <b>APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE</b> INSTRUCTIONS INCLUDED	Kentucky Aeronautical Study Number
1. APPLICANT – Name, Address, Telephone, Fax, etc. Kentucky RSA No. 1 Partnership Verizon Wireless - Elaine Thompson 1120 Sanctuary Pkwy., Suite 150 MC: GASAS5REG	9. Latitude: <u>36</u> ° <u>46</u> ' <u>0</u> " <u>07</u> " 10. Longitude: <u>088</u> ° <u>38</u> ' <u>51</u> " <u>93</u> " 11. Datum: <input type="checkbox"/> NAD83 <input type="checkbox"/> NAD27 <input type="checkbox"/> Other 12. Nearest Kentucky City: <u>Mayfield</u> County <u>Graves</u>
2. Representative of Applicant – Name, Address, Telephone, Fax same	13. Nearest Kentucky public use or Military airport: <u>M25: Mayfield Graves</u> 14. Distance from #13 to Structure: <u>3.0419</u> NM 15. Direction from #13 to Structure: <u>87.18</u>
3. Application for: <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Alteration <input type="checkbox"/> Existing 4. Duration: <input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Temporary (Months Days ) 5. Work Schedule: Start <u>01 Mar 2007</u> End <u>30 Mar 2007</u> 6. Type: <input checked="" type="checkbox"/> Antenna Tower <input type="checkbox"/> Crane <input type="checkbox"/> Building <input type="checkbox"/> Power Line <input type="checkbox"/> Landfill <input type="checkbox"/> Water Tank <input type="checkbox"/> Other 7. Marking/Painting and/or Lighting Preferred: <input type="checkbox"/> Red Lights and Paint <input checked="" type="checkbox"/> Dual - Red & Medium Intensity White <input type="checkbox"/> White - Medium Intensity <input type="checkbox"/> Dual - Red & High Intensity White <input type="checkbox"/> White - High Intensity <input type="checkbox"/> Other 8. FAA Aeronautical Study Number <u>2007-ASO-309-OE</u>	16. Site Elevation (AMSL): <u>469.00</u> Feet 17. Total Structure Height (AGL): <u>370.00</u> Feet 18. Overall Height (#16 + #17) (AMSL): <u>839.00</u> Feet 19. Previous FAA and/or Kentucky Aeronautical Study Number(s): _____ 20. Description of Location: (Attach USGS 7.5 minute Quadrangle Map or an Airport layout Drawing with the precise site marked and any certified survey) map attached - this will be the 3rd tower constructed on this property
21. Description of Proposal: Construction of a new self support tower w/antennas	
22. Has a "NOTICE OF CONSTRUCTION OR ALTERATION" (FAA Form 7460-1) been filed with the Federal Aviation Administration? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, When <u>January 22, 2007</u>	
CERTIFICATION: I hereby certify that all the above statements made by me are true, complete and correct to the best of my knowledge and belief.	
<u>Elaine L Thompson - MTS Regulatory</u> Printed Name and Title	<u>1/22/07</u> Signature Date
PENALTIES: Persons failing to comply with Kentucky Revised Statutes (KRS 183.861 through 183.990) and Kentucky Administrative Regulations (602 KAR 050:Series) are liable for fines and/or Imprisonment as set forth in KRS 183.990(3). Non-compliance with Federal Aviation Administration Regulations may result in further penalties.	
<b>Commission Action:</b> <input type="checkbox"/> Chairman, KAZC <input type="checkbox"/> Administrator, KAZC <input type="checkbox"/> Approved _____ <input type="checkbox"/> Disapproved _____ Date _____	





**CELLCO PARTNERSHIP**

1A Report

Date: 11-2-06  
FSTAN Project No: 06-4028

Site Name: MAYFIELD  
Site No:

For Aeronautical Study No.

Location: City Mayfield, Ky.  
County Graves

U.S.G.S. Quadrangle: Hickory, Ky.

(NAD 27) LATITUDE 36° 45' 59.87"  
LONGITUDE 88° 38' 51.75"

(NAD 83) LATITUDE 36° 46' 00.07"  
LONGITUDE 88° 38' 51.93"

SITE ELEVATION (NAVD 88) 469' ± AMSL  
PROPOSED TOWER HEIGHT 350' ± FAA AGL  
PROPOSED LIGHTNING ARRESTOR HEIGHT 375' ± FAA AGL  
OVERALL HEIGHT ELEVATION 844' ± AMSL

I Certify, to the best of my knowledge and belief, that the horizontal and vertical datum as established from the referenced U.S.G.S. Quadrangle, is accurate to 1A Reporting requirements of ± 20 feet horizontally and ± 3 feet vertically.

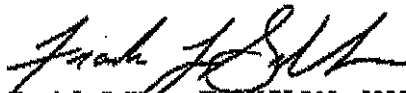
The horizontal datum (coordinates) are in terms of the North American Datum of 1927 (NAD 27) and 1983 (NAD 83) and expressed as degrees, minutes and seconds.

The vertical datum (heights) are in terms of the National Geodetic Vertical Datum of 1988 and are determined to the nearest foot.

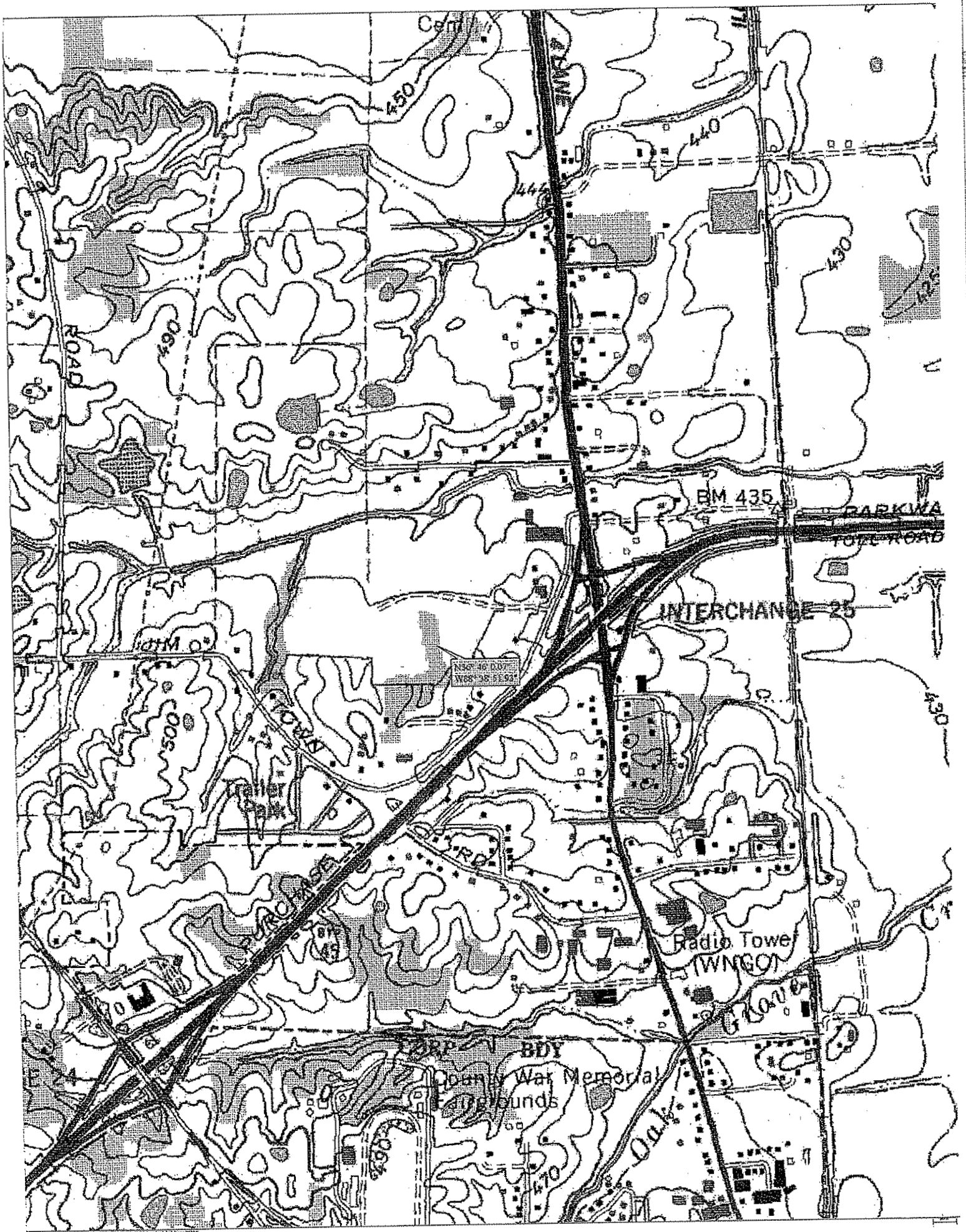
Kentucky State Plane Coordinates (South Zone) were established with Trimble Global Positioning Systems (GPS) receivers. This site has ties to the National Geodetic Reference System established by the National Geodetic Survey, formerly the U.S. Coast & Geodetic Survey by measurements to PID Station "GD1874", designated as "MAYPORT".

STATE OF KENTUCKY  
FRANK L.  
SELLINGER  
#3282  
LICENSED  
PROFESSIONAL  
LAND SURVEYOR

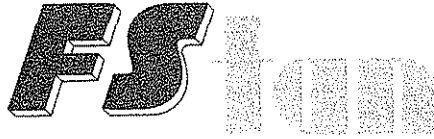
CONSULTANT



Frank L. Sellinger, II, KY PLS No. 3282  
FSTAN Land Surveyors and Consulting Engineers  
2313/2315 Crittenden Drive, Louisville, Ky. 40217  
Phone: 502-635-5866 Fax: 502-636-5263



**EXHIBIT G**  
**GEOTECHNICAL REPORT**



Land Surveyors & Consulting Engineers

***GEOTECHNICAL ENGINEERING STUDY***

Proposed Mayfield PCS Tower Site  
N36° 46' 00.07" W88° 38' 52.02"  
416 Jintown Road,  
Mayfield, Graves County, Kentucky  
Project No. 06-4029

**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  
CELLCO Partnership  
dba Verizon Wireless  
1275 Cherokee Road #1  
Louisville, KY 40204**

**Date: June 23, 2006**



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

---

June 23, 2006

Jana Luecke  
CELLCO Partnership  
1275 Cherokee Rd. #1  
Louisville, Kentucky 40204

Re: Geotechnical Engineering Study  
Proposed 350-foot Self Support Tower  
CELLCO Partnership dba Verizon Wireless Site Name: Mayfield  
N36° 46' 00.07" W88° 38' 52.02"  
416 Jimtown Road, Mayfield, Graves County, Kentucky  
Project No. 06-4029

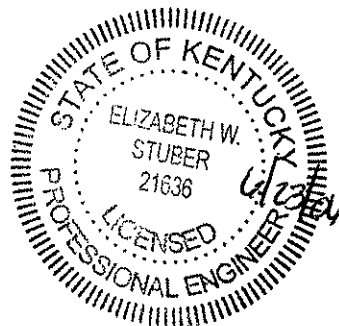
Dear Ms. Luecke:

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  
Kentucky 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

GEOTECHNICAL ENGINEERING INVESTIGATION  
**Proposed 350-foot Self Support Telecommunications Tower**  
CELLCO Partnership dba Verizon Wireless Site Name: Mayfield  
N36° 46' 00.07" W88° 38' 52.02"  
416 Jimtown Road, Mayfield, Graves County, Kentucky  
Project No. 06-4029

## 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. However, only one boring was drilled due to the location of several utilities. 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 dba Verizon Wireless is proposing to construct a 350 feet tall self-support communications tower on property owned by Bristol Broadcasting Company, located at N36° 46' 00.07" / W88° 38' 52.02"; 416 Jimtown Road, Mayfield, Graves County, Kentucky. The proposed lease area will be 100 feet x 100 feet. The site is located next to an existing tower in a flat gravel covered area. The elevation of the site is approximately 469 feet msl. 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 350 feet tall. We have assumed the following structural information:

- Compression (per leg) = 525 kips
- Uplift (Per Leg) = 450 kips
- Total shear = 50 kips

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 Hickory, Kentucky Geologic Quadrangle map indicates that the Pleistocene aged Continental deposits underlay the site. Continental deposits consists of sand, gravel and clay. The sand is generally fine to very coarse and tan, reddish brown and gray. The clay is generally gray and pink, locally cemented and includes alluvial and colluvial deposits.

### **3. SUBSURFACE CONDITIONS**

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

No topsoil was encountered at the existing ground surface. The boring encountered silty clay (CL) of low plasticity from the ground surface to a depth of about 5 feet below the existing ground surface. The SPT N-value in the clayey soil was over 50 blows per foot (bpf) indicating a hard consistency. Below the clayey soil, clayey sand to fine sand was encountered to about 18.5 feet and was dense to very dense with SPT N-values ranging from 28 bpf to over 50 bpf. Below 18.5 feet, the boring encountered inter-bedded clay and fine sand layers that medium dense to very dense or hard with SPT-Values from 17 to over 50 bpf. The boring was terminated at the scheduled depth of 50 feet blow the ground surface.



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

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 "C". 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 borings, 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 us 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.

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.

##### 4.1.1. Drilled Piers

Drilled piers that bear in the inter-bedded clay and fine sand below a depth of about 20 feet can be designed for a net allowable end bearing pressure of 10,000 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 50 feet, a deeper boring should be drilled to determine the nature of the deeper material.

Depth Below Ground Surface, feet	Undrained Shear Strength, psf	Angle of Internal Friction, Ø, degrees	Total Unit Weight, pcf	Allowable Passive Soil Pressure, psf/one foot of depth	Allowable Side Friction, psf
0 – 5	500	0	120	350 + 40(D)	0
5 – 8.5	0	28°	120	63(D – 5)	2000
8.5 – 18.5	0	30°	120	70(D-8.5)	3000
18.5 – 23.5	4,000	0	120	2,750 + 40 (D-18.5)	800
23.5 – 28.5	0	30°	125	80(D-23.5)	3500
28.5 – 38.5	5,000	0	125	3,250 + 45(D-16)	1500
38.5 - 50	0	32°	125	80(D-38.5)	3500

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

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

#### **4.1.2. Mat Foundation**

As an alternative, the tower could be supported on a common mat foundation bearing at a depth of at least 5 feet in the very dense clayey sand. A net allowable bearing pressure of up to 5,000 pounds per square foot may be used. This value may be increased by 30 percent for the maximum edge pressure under transient loads. A friction value of 0.45 may be used between the concrete and the underlying sand. 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 or sandy clay and designed for a net allowable soil pressure of 3,000 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 98 percent of the standard Proctor maximum dry density (ASTM D698). The compaction should be accomplished by placing the fill in about eight inch loose lifts and mechanically compacting each lift to at least the specified density. Field tests should be performed on each lift as necessary to insure that adequate compaction is being achieved.

#### **4.3. Drainage and Groundwater Considerations**

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

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

### **5. GENERAL CONSTRUCTION PROCEDURES AND RECOMMENDATIONS**

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

## **5.1. Foundation Excavation Inspection**

### **5.1.1 Drilled Piers**

The following recommendations are recommended for drilled pier construction:

- Clean the foundation bearing area so it is nearly level or suitably benched and is free of ponded water or loose material.
- Provide a minimum drilled shaft diameter of 36 inches to reasonably enter the drilled shaft excavation for cleaning, bottom preparation and inspection.
- Make provisions for ground water removal from the drilled shaft excavation. While the borings were dry prior to rock coring and significant seepage is not anticipated, the drilled pier contractor should have pumps on hand to remove water in the event seepage into the drilled pier is encountered.
- Specify concrete slumps ranging from 4 to 7 inches for the drilled shaft construction. These slumps are recommended to fill irregularities along the sides and bottom of the drilled hole, displace water as it is placed, and permit placement of reinforcing cages into the fluid concrete.
- Retain the geotechnical engineer to observe foundation excavations after the bottom of the hole is leveled, cleaned of any mud or extraneous material, and dewatered.
- Install a temporary protective steel casing to prevent side wall collapse, prevent excessive mud and water intrusion, and to allow workers to safely enter, clean and inspect the drilled shaft.
- Inspect the drilled shaft excavation after the bottom of the hole is leveled, cleaned of any mud or extraneous material, and dewatered.
- Clean the socket "face" prior to concrete placements. Cleaning will require hand cleaning or washing if a mud smear forms on the face of the rock. The geotechnical engineer should approve the rock socket surface prior to concrete placement.

- The protective steel casing may be extracted as the concrete is placed provided a sufficient head of concrete is maintained inside the steel casing to prevent soil or water intrusion into the newly placed concrete.
- Direct the concrete placement into the drilled hole through a centering chute to reduce side flow or segregation.

## **5.2 Fill Compaction**

All engineered fill placed adjacent to and above the tower foundation and guy anchor blocks 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 inch (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.

## **5.3 Construction Dewatering**

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

## **6 FIELD INVESTIGATION**

One soil test boring was drilled based on the tower center location established in the field by the project surveyor. Split-spoon samples were obtained by the Standard Penetration Test (SPT) procedure (ASTM D1586) in the test boring. The boring was extended to the scheduled termination depth of 50 feet. The split-spoon samples were inspected and visually classified by a geotechnical engineer. Representative portions of the soil samples were sealed in glass jars and returned to our laboratory.

The boring logs are included in the Appendix along with a sheet defining the terms and symbols used on the logs and an explanation of the Standard Penetration Test (SPT) procedure. The logs 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.

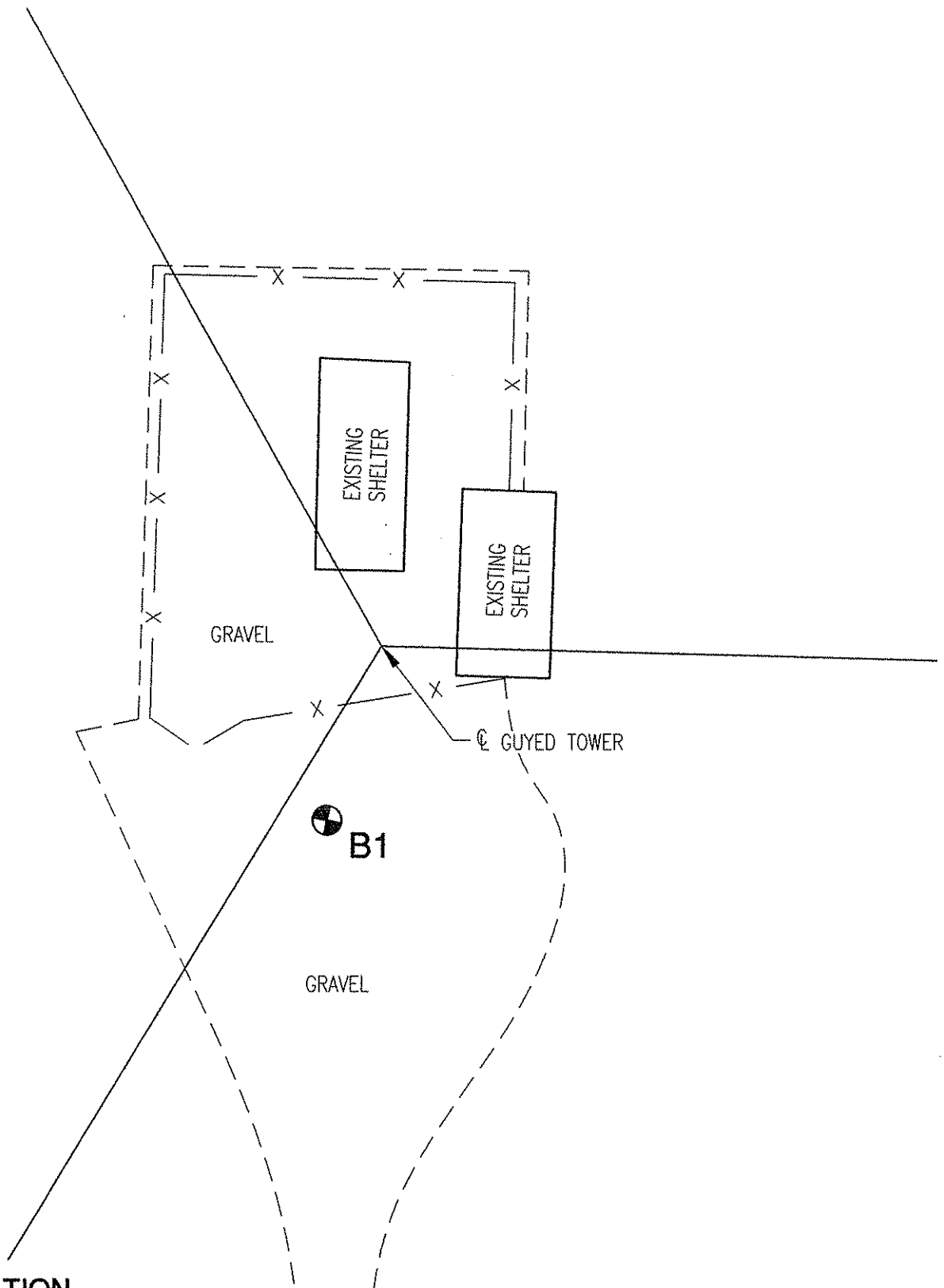
A geotechnical study is inherently limited since the engineering recommendations are developed from information obtained from test borings, which depict subsurface conditions only at the specific locations, times and depths shown on the log. Soil conditions at other locations may differ from those encountered 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: MAYFIELD PCS  
 PROPOSED 350' SELF-SUPPORT TOWER  
 N 36° 46' 00.07", W 88° 38' 52.02"

NOT TO SCALE

FSTAN PROJECT #:

06-4029

DATE:

06.28.06



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



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

# Geotechnical Boring Log

Boring No: **B-1**

Client: Cellco Partnership, dba Verizon Wireless	Project Number: 06-4029
Project: Proposed Mayfield Tower	Drilling Firm: Keen Exploration
Location: N36° 46' 00.07" / W88° 38' 52.02"	Project Manager: Beth Stuber
Date Started: 6/13/2006	Total Depth of Boring: 50 ft
Date Completed: 6/13/2006	NA on rods
Boring Method: HSA	DRY 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) - hard, moist with fine sand lenses								
5.0		CLAYEY SAND (SC) - very dense, moist, fine grained red and black	5	1	SS	50	50			
8.5		fine SAND (SP) - dense, fine, light brown	10	2	SS	50	33			
		- very dense, reddish brown	15	3	SS	7-13-15				
18.5		CLAY (CH) - very stiff, moist, tan	20	4	SS	50	89			
23.5		fine SAND (SP) - medium dense, reddish brown	25	5	SS	4-4-16				
28.5		CLAY (CH) - hard, moist, very light gray	30	6	SS	13-15-8				
38.5		CLAYEY SAND (SC) - very dense, moist, fine grained, light gray to reddish brown	40	7	SS	50	83			
43.5		fine SAND (SP) - very dense, dry, light gray	45	8	SS	5-8-9				
50.0		Bottom of Boring at 50 ft	50	9	SS	50	56			
				10	SS	50	78			
				11	SS	50	56			Borehole was dry at the completion of soil drilling operations.

GEOTECHNICAL BORING LOG 06-4029.GPJ FSTAN.GDT 6/27/06

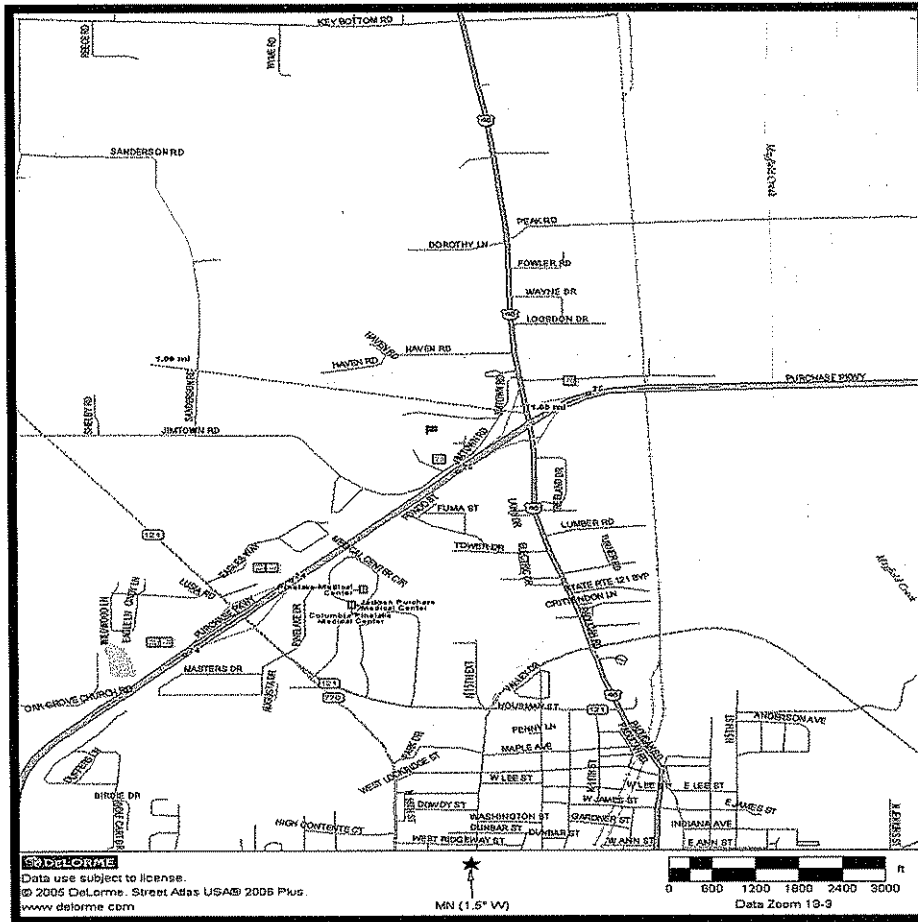
# SOIL CLASSIFICATION CHART

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
				<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
	<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
				<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
			<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

**EXHIBIT H**  
**DIRECTIONS TO WCF SITE**

## Driving Directions Site Name: Mayfield



- Begin at the Graves County seat located at 100 E. Broadway, Mayfield, Kentucky.
- Travel west on E. Broadway toward S. 7<sup>th</sup> Street.
- Turn right onto S. 7<sup>th</sup> Street (US-45/Ky-121) and travel to Jimtown Road.
- Turn Left onto Jimtown Road and travel to 416 Jimtown Road, Mayfield, KY shown as a red flag on this map.
- Prepared by: Robert W. Grant, Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. Tel: 1-800-516-4293.

**EXHIBIT I**

**COPY OF REAL ESTATE AGREEMENT**

Site Name: Mayfield  
Site Number: \_\_\_\_\_  
Atty: Pike Legal Group, PLLC

OPTION AND LAND LEASE AGREEMENT

This Agreement made this 17<sup>TH</sup> day of JANUARY, 2007, between BRISTOL BROADCASTING COMPANY, INC., a Virginia Corporation, with its principal offices located at 901 East Valley Drive, Bristol, Virginia 24201, Tax ID # 54-0491631 hereinafter designated LESSOR and Cellco Partnership, a Delaware General Partnership, d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

LESSOR is the owner of that certain real property located at 416 Jimtown Road, Mayfield, KY 42066 (Graves County) as shown on the Tax Map of Graves County, KY as Map Numbers 089-01-00-100; 088-00-00-121.00 and 088-00-00-123.00 and being further described in Deed Book 414 at Page 727 as recorded in the Office of the Graves County, KY Court Clerk of (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, being described as a FIFTY (50) foot by FIFTY (50) foot parcel containing TWO THOUSAND FIVE HUNDRED square feet plus sufficient property for an adjacent ice bridge and equipment shelter and appurtenances (the "Leased Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, over or along a TWENTY (20') foot wide right-of-way extending from the nearest public right-of-way, Jimtown Road, to the Leased Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Leased Space, said Leased Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The location of the above-referenced ice bridge and equipment shelter are depicted on a Site Layout drawing, as approved by LESSOR, which is part of Exhibit "A" as attached hereto. Any request to amend the Site Layout drawing and substitute the amendment for the original Site Layout is subject to LESSOR approval which shall not be unreasonably withheld.

NOW THEREFORE, in consideration of the sum of \_\_\_\_\_ 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, 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 TWELVE MONTHS following the date this Agreement is executed by both of the Parties hereto. 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 TWELVE 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



Site Name: Mayfield  
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Atty: Pike Legal Group, PLLC

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 consent may not be unreasonably withheld. (LESSOR may withhold such consent based on a reasonable belief that the assignee will not be financially able to perform under the within Agreement or that such assignment is being made to a person or entity in competition with LESSOR in the radio or television broadcast industry or for other reasons which are not unreasonable and which are communicated by written notice to LESSEE within 30 days of a request for consent to sale, assignment or transfer.)

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. (Any costs of such cooperation shall be borne by LESSEE except that LESSEE does not agree to pay LESSOR'S attorney fees for review of documents LESSOR is requested to sign unless LESSEE expressly agrees to do so in writing and in advance of their incurrence.) LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE.

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:

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Site Name: Mayfield  
Site Number: \_\_\_\_\_  
Atty: Pike Legal Group, PLLC

## LAND LEASE AGREEMENT

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ between BRISTOL BROADCASTING, INC., a Virginia corporation, with its mailing address located at 901 East Valley View Drive, Bristol, VA 24201, Tax ID # \_\_\_\_\_ hereinafter designated LESSOR and Cellco Partnership d/b/a Verizon Wireless, with its principal office 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".

This Agreement as of the Commencement Date replaces and supercedes a Tower Lease Agreement which was fully executed on Nov. 13, 1992, and any amendments thereto, (collectively the "Tower Lease Agreement") between predecessors in interest of Lessor and Lessee and which applied to a portion of the Property. Said Tower Lease Agreement is terminated effective on the Commencement Date under this Agreement, with such termination including the termination of any obligation of Lessee herein to pay rent for any period beyond the Commencement Date herein under the Tower Lease Agreement and with Lessor's waiver of any claim to any termination fee or rent for any period beyond the Commencement Date herein pursuant to the Tower Lease Agreement. Lessee shall pay any rent owed to Lessor under the Tower Lease Agreement prior to the termination of the Tower 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), located at 416 Jimtown Road, Mayfield, Kentucky 42066 (Graves County), and being described as a FIFTY (50) foot by FIFTY (50) foot parcel containing TWO THOUSAND FIVE HUNDRED square feet plus sufficient property for an adjacent ice bridge and equipment shelter and appurtenances (the "Leased Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, Jimtown Road, to the Leased Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Leased Space, said Leased Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The location of the above-referenced ice bridge and equipment shelter are depicted on a Site Layout drawing, as approved by LESSOR, which is part of Exhibit "A" as attached hereto. Any request to amend the Site Layout drawing and substitute the amendment for the original Site Layout is subject to LESSOR approval which shall not be unreasonably withheld. The Property is also shown on the Tax Map of Graves County as Map Numbers 089-01-00-100; 088-00-00-121.00 and 088-00-00-123.00 and is further described in Deed Book 414 at Page 227 as recorded in the Office of the County Court Clerk of Graves County, Kentucky.

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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 effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of \_\_\_\_\_, to be paid in equal monthly installments of \_\_\_\_\_

\_\_\_\_\_ on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Agreement shall commence on the first day of the month following the date LESSEE provides notice of the exercise of the option (the "Commencement Date"). LESSOR and LESSEE agree that they shall execute a written acknowledgement confirming the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

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

5. EXTENSION RENTALS. The annual rental for the first (1<sup>st</sup>) five (5) year extension term shall be increased to \_\_\_\_\_; the annual rental for the second (2<sup>nd</sup>) five (5) year extension term shall be increased to \_\_\_\_\_; the annual rental for the third (3<sup>rd</sup>) five (5) years extension term shall be increased to \_\_\_\_\_; and the for the fourth (4<sup>th</sup>) five (5) year extension term shall be increased to \_\_\_\_\_

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 three (3) months prior to the end of such term,

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this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to \_\_\_\_\_ of the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. (Any costs of such requested cooperation shall be borne by LESSEE except that LESSEE does not agree to pay LESSOR'S attorney fees for review of documents LESSOR is asked by LESSEE to sign in connection with such cooperation unless LESSEE expressly agrees to do so in writing and in advance of their incurrence.) In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Lessee shall provide Lessor with ninety (90) days advance notice of such termination per this Agreement and shall be obligated to pay rent for such period. (Should LESSEE rely on denial of any of the above-referenced Government Approvals as a basis for termination, LESSEE shall contemporaneously provide LESSOR with a copy of such denial to the extent it is a public document of the relevant agency at the time of notice of termination.) Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities

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made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

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

9. INSURANCE.

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

b. LESSOR and LESSEE each agree at its own cost and expense will maintain commercial general liability insurance with limits not less than \$ \_\_\_\_\_ for injury to or death of one or more persons in any one occurrence and \_\_\_\_\_ damage or destruction to property in any one occurrence but are not required to name each other as additional insureds on such policies. LESSOR and LESSOR Bristol Broadcasting Company, Inc., a Virginia corporation, agree that, should the property be sold by LESSOR in whole or in part to a person or entity which is not commonly controlled or majority owned by Bristol Broadcasting Company, Inc., the following provision will be triggered and become applicable: The LESSOR agrees that within 30 days thereafter that it will include LESSEE as an additional insured on its above-referenced insurance on the property. Within 30 days of written notice of such sale or transfer, LESSEE shall include LESSOR as an additional insured on its above-referenced insurance.

10. (Intentionally Omitted)

11. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR. In connection with a termination under this paragraph, LESSEE shall pay LESSOR additional rent in the amount that would have been due for the six months following the termination date. Such payment of "buy out" rent shall be made to LESSOR within 30 days of the date of termination.

Site Name: Mayfield  
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12. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause material interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause material interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

13. REMOVAL OF CERTAIN PROPERTY ON TERMINATION AND TRANSFER OF ANTENNA TOWER STRUCTURE TO LESSEE IN CONNECTION WITH TERMINATION. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antennas, equipment, conduits, fixtures and all personal property except the antenna tower structure itself, and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE, shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term (except that it may not remove the antenna tower structure itself), whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building and all personal property, including, but not limited to, antennas, microwave dishes, transmitting and receiving equipment, ice bridges, switching equipment, equipment cabinets, generators, conduit, cables and similar property (of LESSEE and its sublessees, licensees, etc.) are completed; except that the antenna tower structure itself shall remain on the premises and become the property of the LESSOR pursuant to the terms of this paragraph. In connection with notice of such termination, LESSEE shall tender a Bill of Sale signed by LESSEE transferring title to the antenna tower structure to LESSOR and further indicating that such transfer of the antenna tower structure is made "AS IS" without making any representations or warranties as to the antenna tower structure and that such transfer shall be effective upon LESSEE'S notice to LESSOR of completion of the removal of other property as described above. LESSOR is obligated to execute such Bill of Sale as transferee and provide an executed original to LESSEE within 30 days of receipt.

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14. **HOLDOVER.** LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 13 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 13 and this Paragraph 14, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 13 shall be increased to one hundred and ten percent (110%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

15. **RIGHT OF FIRST REFUSAL.** If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or a transfer in which LESSOR is selling the broadcast radio station on the Property or adjoining property and/or any other broadcast radio station and the Property on which the Premises is located shall not be considered a sale of the Property for which LESSEE has any right of first refusal. The reason for excluding the application of such sale from this Right of First Refusal is that the parties recognize that LESSOR, as a broadcast industry company, might undertake comprehensive transactions involving one or more radio station properties and that it would not want a Right of First Refusal related to the within Agreement complicating such transaction. (Correspondingly, LESSEE has no interest in purchasing a broadcast radio station and associated facilities and does not seek a right of first refusal providing such right.) In connection with the relief of the subject property from the within Right of First Refusal in such circumstances, LESSOR agrees to disclose LESSEE'S interest in the within premises to any potential purchaser of the subject property by making reference to the within Agreement or recorded Memorandum thereof in any applicable purchase agreement for the subject property or in separate written correspondence to such purchaser in advance of transfer of the property.

16. **RIGHTS UPON SALE.** Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To

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Atty: Pike Legal Group, PLLC

the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

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

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

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

20. 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.

21. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR. (LESSOR may only withhold such consent based on a reasonable belief that the assignee will not be financially able to perform under the within Agreement or that such assignment is being made to a person or entity in competition with LESSOR in the radio or television broadcast industry or on other reasonable basis of which the LESSOR notifies LESSEE within 30 days of receipt of a written request for consent.) No change of stock

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Site Name: Mayfield  
Site Number: \_\_\_\_\_  
Atty: Pike Legal Group, PLLC

ownership or control of LESSEE shall constitute an assignment hereunder. LESSEE shall not sublease, license, or otherwise grant rights to use or occupy the ground space of or the antenna tower structure on the Premises to any third party for the purpose of providing communications or related services independent of the services provided by LESSEE without the prior written consent of LESSOR which consent shall not be given until, such third party enters into an agreement with LESSOR for the payment of rental in connection with such sublease, license or other access. The agreement between LESSOR and such third party shall be in the form of a Land Lease. (Contractors providing installation, maintenance, technical and/or management services for the communications or related services provided by LESSEE from the site are not required to execute such an agreement with LESSOR.) LESSOR'S discretion as to whether to consent to LESSEE'S sublease, license, or other grant of rights pursuant to this paragraph is confined to whether the third party in the wireless communications industry is willing to enter a reasonable Land Lease with LESSOR in compliance with this Paragraph. However, LESSOR may, in its sole discretion, and for any reason, refuse to consent to sublease, license or other grant of rights to a competitor of LESSOR in the radio or television broadcast industry. LESSOR shall timely cooperate with LESSEE and any third party referred by LESSEE which is seeking LESSOR's approval of a sublease, license, or other access to the ground space of the Premises by responding to and acting on correspondence and telephonic communication in a commercially reasonable manner consistent with wireless industry custom and practice and by negotiating in good faith with such third party. In order to facilitate such negotiations, LESSEE shall disclose to LESSOR the rent it intends to charge such third party for space or use of the tower. LESSOR shall not charge such third party rent for consent and a Land Lease which is more than twenty percent (20%) of the rent LESSEE receives from such third party for the same period that the Land Lease is in effect. LESSOR represents and warrants that it shall maintain the confidentiality of any such disclosure in recognition that such rent amount is proprietary information having a substantial value to LESSEE. LESSOR's breach of such representation and warranty shall entitle LESSEE to seek all available remedies under applicable law whether via injunctive relief or an action for damages of any kind under law or equity.

22. 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):

Site Name: Mayfield  
Site Number: \_\_\_\_\_  
Atty: Pike Legal Group, PLLC

LESSOR: BRISTOL BROADCASTING COMPANY, INC.  
  
ATTN: ROGER BOULDIN  
  
901 EAST VALLEY DRIVE  
  
BRISTOL, VA 24201

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 actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

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

24. SUBORDINATION AND NON-DISTURBANCE AGREEMENT.

(a) LESSOR represents and warrants that the Property is not currently subject to an existing mortgage, ground lease, or master lease. If such representation proves to not be true at the time of the recording of the memorandum form of this Agreement with the County Clerk of Graves County, KY as contemplated herein, LESSOR shall obtain not later than fifteen (15) days thereafter, a Non-Disturbance Agreement, as defined below, from any existing mortgagee(s), ground lessors and master lessors, if any, of the Property.

(b) The following shall become effective if and only if the Subject Property is subject to an existing mortgage, ground lease, or master lease at the time of the recording of the memorandum form of this Agreement or is subsequently transferred to a person or entity which is not under common control or controlled by Bristol Broadcasting Company, Inc., a Virginia corporation: At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as

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Site Name: Mayfield  
Site Number: \_\_\_\_\_  
Atty: Pike Legal Group, PLLC

LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property, (3) agrees to give Lender copies of whatever notices of default LESSEE must give LESSOR, (4) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR, (5) agrees to not pay rent more than one month, or one year in the event rent is paid annually, in advance and (6) agrees that no material modification or material amendment of the Agreement will be binding on Lender unless it has been consented to in writing by Lender. LESSOR and LESSEE agree that, for the purposes of Paragraph 24, nonmaterial amendments or modifications shall include, but shall not be limited to, the following: (i) any extension of the term of the Agreement, (ii) any addition to, alteration, modification, or replacement of LESSEE's equipment, (iii) any relocation of LESSEE's equipment, (iv) any increase in the rent, and (v) any decrease in the rent, provided however, that such an amendment shall become material should the decrease in rent result in rent lower than the amount then prescribed by the unamended Agreement. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

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

## 25. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and

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Site Name: Mayfield  
Site Number: \_\_\_\_\_  
Atty: Pike Legal Group, PLLC

thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

26. REMEDIES. Upon default, the non defaulting Party may at its option (but without obligation to do so), perform the defaulting party's duty or obligation on the defaulting Party's behalf, including, but not limited to, the obtaining of reasonably required insurance policies.) The reasonable costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefore. All other remedies and duties to mitigate of the Parties shall be as available pursuant to Kentucky law.

## 27. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises. Lessee shall conduct its own environmental due diligence in connection with this Agreement and prior to construction on the premises in compliance with applicable law and its own internal policies.

b. LESSOR has no actual knowledge of any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to any alleged failure to comply with any environmental or industrial hygiene law applicable to the Property, including without limitation any regulations, guidelines, standards, or policies of

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Site Number: \_\_\_\_\_  
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any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions.

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

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

30. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto

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Site Name: Mayfield  
Site Number: \_\_\_\_\_  
Atty: Pike Legal Group, PLLC

warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

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

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

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

Site Name: Mayfield  
Site Number: \_\_\_\_\_  
Atty: Pike Legal Group, PLLC

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

LESSOR: BRISTOL BROADCASTING COMPANY, INC.,  
a Virginia Corporation

By: *Lisa Nininger Hale*  
Printed Name: Lisa Nininger Hale  
Its: President

GRANTEE: CELLCO PARTNERSHIP, A DELAWARE GENERAL PARTNERSHIP,  
D/B/A VERIZON WIRELESS

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

STATE OF VIRGINIA  
COUNTY OF WASHINGTON

The foregoing instrument was subscribed, sworn to, and acknowledged before me by LISA NININGER HALE as authorized officer and agent of BRISTOL BROADCASTING COMPANY, INC., a Virginia corporation, on this the 17<sup>th</sup> day of JANUARY, 2007. My commission expires: 7-31-2010.

*Teres B Chambers*  
Notary Public, State at Large

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

The foregoing instrument was subscribed, sworn to, and acknowledged before me by \_\_\_\_\_ as authorized officer and/or agent of Cellco Partnership, a Delaware General Partnership, d/b/a Verizon Wireless, on this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_. My commission expires: \_\_\_\_\_.

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

Site Name: Mayfield

Site Number: \_\_\_\_\_

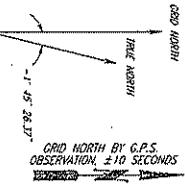
Atty: Pike Legal Group, PLLC

Exhibit "A"

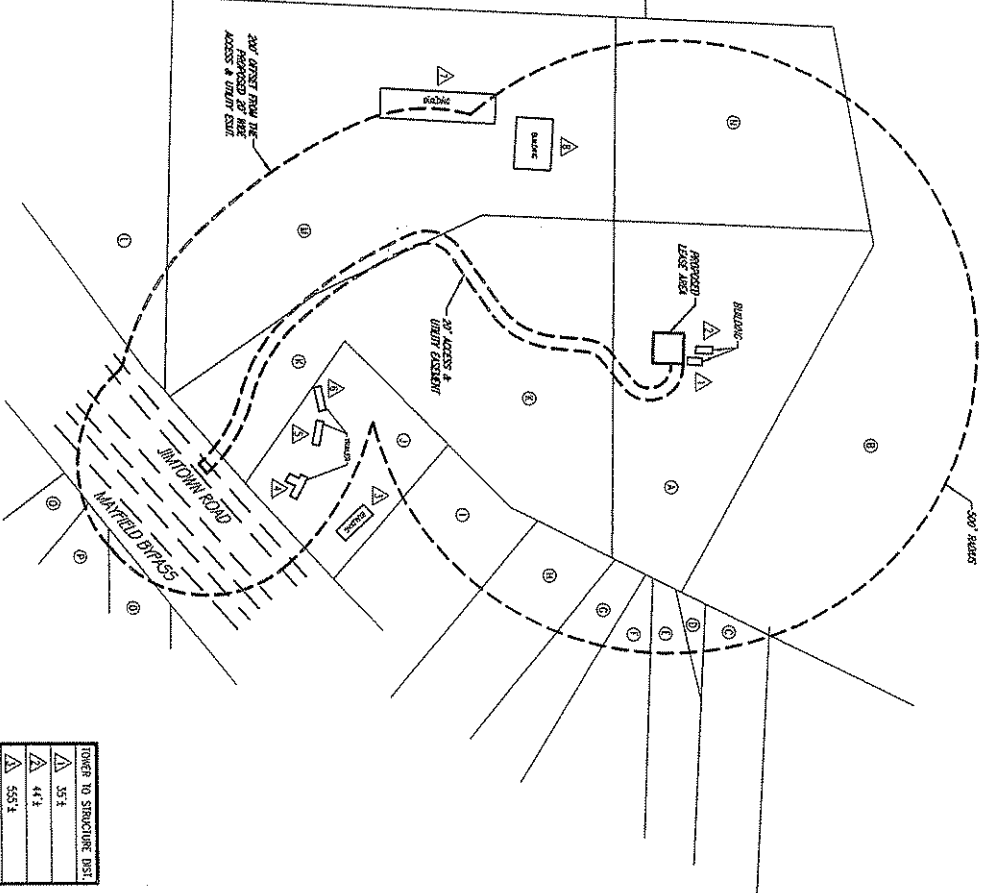
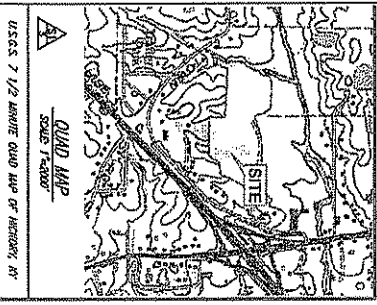
(Sketch of Premises within Property + Site Layout)



	- VACUITY AND 500' STRUCTURAL MAP
	- ABUTTING PROPERTY OWNERS
	- U.S.S. QUAD MAP
SHEET 2	
	- PROPOSED CELCO PARTNERSHIP LEASE AREA
	- LEGAL DESCRIPTIONS
	- FLOOD ZONE DATA



NOTE: IS BASED ON THE REGIONAL NORTH DATUM WHICH IS THE SOUTH ZONE AND HAS OBTAINED BY COMPUTATION FROM G.P.S. OBSERVATION ON MAY 20th, 2006.



	TOUCH TO STRUCTURE DIST.
	35 ±
	44 ±
	55 ±
	62 ±
	57 ±
	57 ±
	57 ±
	48 ±
	34 ±

1	MAP 88 LOT 121 BOSTON PRODUCTIONS CO. DEED BOOK 114, PAGE 127 NO ZONING	11	MAP 88 LOT 101 GERRARD HOLDING DEED BOOK 114, PAGE 127 NO ZONING
2	MAP 88 LOT 120 SUNNY HILLS HOLDING DEED BOOK 114, PAGE 127 NO ZONING	12	MAP 88 LOT 100 GERRARD HOLDING DEED BOOK 114, PAGE 127 NO ZONING
3	MAP 88 LOT 119 SUNNY HILLS HOLDING DEED BOOK 114, PAGE 127 NO ZONING	13	MAP 88 LOT 99 GERRARD HOLDING DEED BOOK 114, PAGE 127 NO ZONING
4	MAP 88 LOT 118 SUNNY HILLS HOLDING DEED BOOK 114, PAGE 127 NO ZONING	14	MAP 88 LOT 98 GERRARD HOLDING DEED BOOK 114, PAGE 127 NO ZONING
5	MAP 88 LOT 117 SUNNY HILLS HOLDING DEED BOOK 114, PAGE 127 NO ZONING	15	MAP 88 LOT 97 GERRARD HOLDING DEED BOOK 114, PAGE 127 NO ZONING
6	MAP 88 LOT 116 SUNNY HILLS HOLDING DEED BOOK 114, PAGE 127 NO ZONING	16	MAP 88 LOT 96 GERRARD HOLDING DEED BOOK 114, PAGE 127 NO ZONING
7	MAP 88 LOT 115 SUNNY HILLS HOLDING DEED BOOK 114, PAGE 127 NO ZONING	17	MAP 88 LOT 95 GERRARD HOLDING DEED BOOK 114, PAGE 127 NO ZONING
8	MAP 88 LOT 114 SUNNY HILLS HOLDING DEED BOOK 114, PAGE 127 NO ZONING	18	MAP 88 LOT 94 GERRARD HOLDING DEED BOOK 114, PAGE 127 NO ZONING
9	MAP 88 LOT 113 SUNNY HILLS HOLDING DEED BOOK 114, PAGE 127 NO ZONING	19	MAP 88 LOT 93 GERRARD HOLDING DEED BOOK 114, PAGE 127 NO ZONING
10	MAP 88 LOT 112 SUNNY HILLS HOLDING DEED BOOK 114, PAGE 127 NO ZONING	20	MAP 88 LOT 92 GERRARD HOLDING DEED BOOK 114, PAGE 127 NO ZONING



\* ADJOINING LAND OWNERS LISTED ARE BASED ON PROPERTY REGISTRATION ADMINISTRATION (PRA) RECORDS ISSUED BY A REPRESENTATIVE FROM GENES COUNTY TO BE IN COMPLIANCE WITH ALL STATUTE AND REGULATORY REQUIREMENTS BEFORE THE HENRIETTA PUBLIC SERVICE COMMISSION AND FOR TELECOMMUNICATION USE ONLY.

**FSI**

F.S. Land Company  
T. Alan Neal Company  
Land Surveys and Consulting Engineers  
PO Box 12546 2215/2315 Crittenton Drive  
Louisville, KY 40217  
Phone: (502) 635-5511 (502) 635-5111  
Fax: (502) 635-5253

**CELLCO PARTNERSHIP**

**SITE NAME:** LAWFIELD

**SITE ADDRESS:** 416 AUNTOWN ROAD, LAWFIELD, KY 40066

**PROPOSED CELCO PARTNERSHIP LEASE AREA:** 2.500 sq. ft.

**PROPERTY OWNER:** BRISTOL BROOKS/STING CO, 301 EAST WELLET DRIVE, BRISTOL, VA 24201

**MAP NUMBER:** 088

**PARTICLE NUMBER:** 121

**SOURCE OF TITLE:** DEED BOOK 414, PAGE 727

OWNERS	GRID REF.	DATE
JEF	150	10/24/06

**FSIU PROJECT NO.:** 06-4028

**SHEET 1 OF 2**

**REVISIONS:**

C1





**EXHIBIT J**

**NOTIFICATION LISTING**

## MAYFIELD LANDOWNER NOTICE LISTING

Bristol Broadcasting Co.  
301 East Valley Drive  
Bristol, VA 24201

Sherry (Nesler) Lowe  
327 Haven Rd.  
Mayfield , KY 42066

Harvey E. Elder  
PO Box 456  
Mayfield, KY 42066

Larry Hawkins  
228 Jimtown Rd.  
Mayfield , KY 42066

Harvey E. & Sue B. Elder  
PO Box 456  
Mayfield, KY 42066

Henry L. & Ethleen Cope  
312 Jimtown Rd.  
Mayfield , KY 42066

James T. & Donna F. Sullivan  
344 Jimtown Rd.  
Mayfield, KY 42066

Gerald Murphy  
380 Jimtown Rd.  
Mayfield, KY 42066

Hoover Conveyor Fabrication Corp.  
564 Jimtown Rd.  
Mayfield , KY 42066

Commercial Waste Disposal  
PO Box 122283  
Fort Worth, TX 76121-2283

Randall Rushing  
1583 Bellemeade Dr.  
Mayfield , KY 42066

**EXHIBIT K**

**COPY OF PROPERTY OWNER NOTIFICATION**



1578 Highway 44 East, Suite 6  
P.O. Box 369  
Shepherdsville, KY 40165-0369  
Phone (502) 955-4400 or (800) 516-4293  
Fax (502) 543-4410 or (800) 541-4410

**Notice of Proposed Construction of  
Wireless Communications Facility  
Site Name: Mayfield**

Dear Landowner:

Cellco Partnership, a Delaware General Partnership d/b/a, d/b/a Verizon Wireless has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 416 Jimtown Road, Mayfield, Kentucky 42066 (36° 46' 00.07" North latitude, 88° 38' 51.93" West longitude). The proposed facility will include a 350-foot tall tower, plus a 15-foot lightening arrester, for a total of 365-feet, plus related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

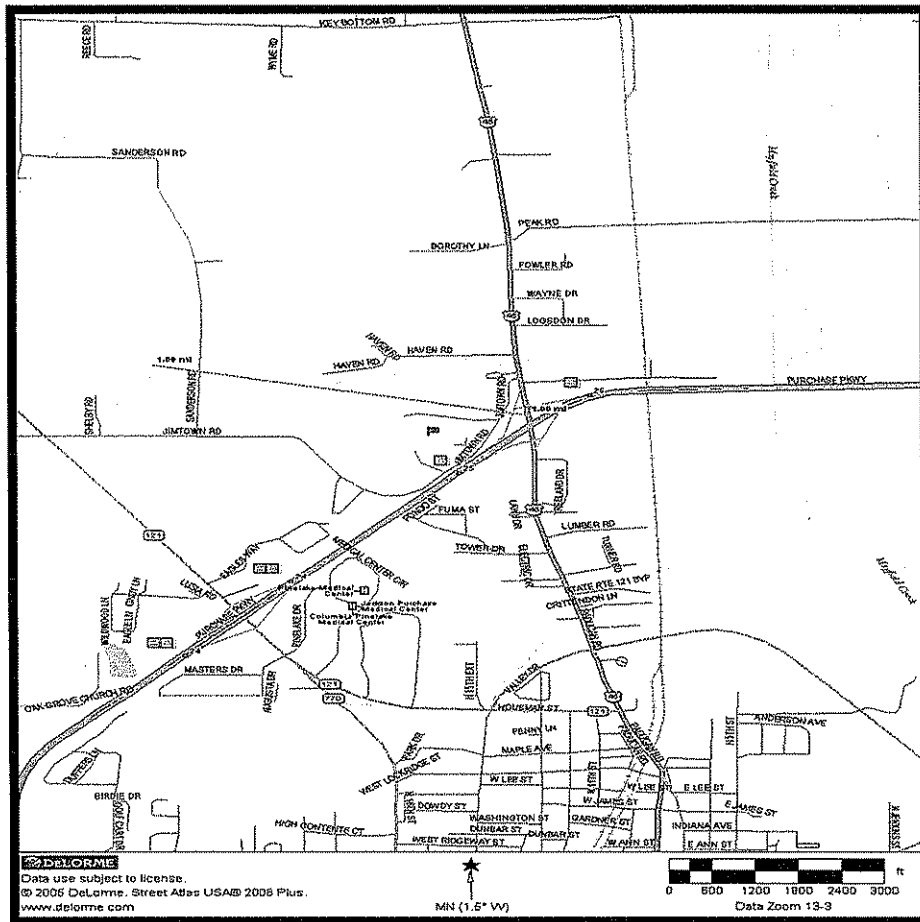
This notice is being sent to you because the Graves County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2007-00110 in any correspondence sent in connection with this matter.

We have attached a map showing the site location for the proposed tower. Verizon Wireless' radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area. Please feel free to contact us toll free at (800) 516-4293 if you have any comments or questions about this proposal.

Sincerely,  
David A. Pike  
Attorney for Verizon Wireless

enclosure

## Driving Directions Site Name: Mayfield



- Begin at the Graves County seat located at 100 E. Broadway, Mayfield, Kentucky.
- Travel west on E. Broadway toward S. 7<sup>th</sup> Street.
- Turn right onto S. 7<sup>th</sup> Street (US-45/Ky-121) and travel to Jimtown Road.
- Turn Left onto Jimtown Road and travel to 416 Jimtown Road, Mayfield, KY shown as a red flag on this map.
- Prepared by: Robert W. Grant, Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. Tel: 1-800-516-4293.



**EXHIBIT L**

**COPY OF COUNTY JUDGE/EXECUTIVE NOTICE**



1578 Highway 44 East, Suite 6  
P.O. Box 369  
Shepherdsville, KY 40165-0369  
Phone (502) 955-4400 or (800) 516-4293  
Fax (502) 543-4410 or (800) 541-4410

March 20, 2007

**VIA CERTIFIED MAIL**

Hon. Tony Smith  
Graves County Judge Executive  
Graves County Courthouse Annex  
101 E. South Street  
Mayfield, KY 42066

RE: Notice of Proposal to Construct Wireless Communications Facility  
Kentucky Public Service Commission Docket No. 2007-00110  
Site Name: Mayfield

Dear Judge Smith:

Cellco Partnership, a Delaware General Partnership d/b/a, d/b/a Verizon Wireless has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 416 Jimtown Road, Mayfield, Kentucky 42066 (36° 46' 00.07" North latitude, 88° 38' 51.93" West longitude). The proposed facility will include a 350-foot tall tower, plus a 15-foot lightning arrester, for a total of 365-feet, plus related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2007-00110 in any correspondence sent in connection with this matter.

We have attached a map showing the site location for the proposed tower. Cingular's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area.

Please feel free to contact us with any comments or questions you may have.

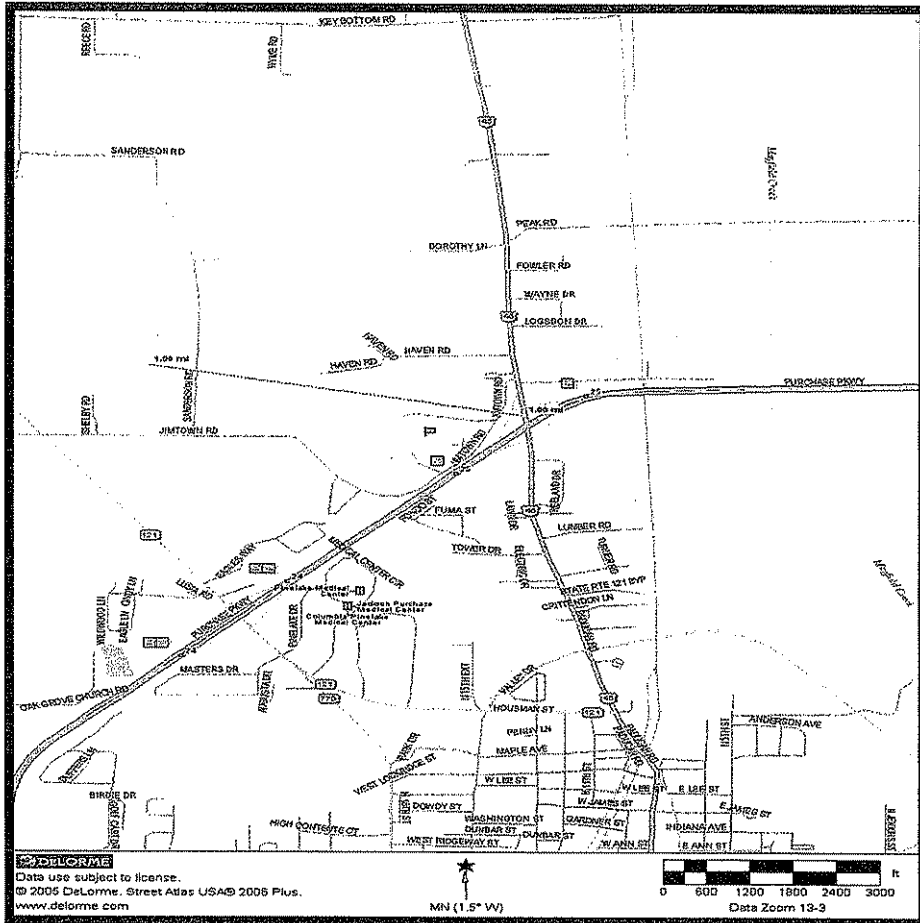
Sincerely,

A handwritten signature in black ink, appearing to read 'D. Pike', written over the typed name.

David A. Pike  
Attorney for Verizon Wireless

enclosure

## Driving Directions Site Name: Mayfield



- Begin at the Graves County seat located at 100 E. Broadway, Mayfield, Kentucky.
- Travel west on E. Broadway toward S. 7<sup>th</sup> Street.
- Turn right onto S. 7<sup>th</sup> Street (US-45/Ky-121) and travel to Jimtown Road.
- Turn Left onto Jimtown Road and travel to 416 Jimtown Road, Mayfield, KY shown as a red flag on this map.
- Prepared by: Robert W. Grant, Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. Tel: 1-800-516-4293.

**EXHIBIT M**  
**COPY OF POSTED NOTICES**

**VERIZON WIRELESS SITE NAME: MAYFIELD**  
**NOTICE SIGNS**

Two signs at least (2) feet by four (4) feet in size, of durable material, with the text printed in black letters at least one (1) inch in height against a white background, except for the word "**tower**," which should be at least four (4) inches in height.

Cellco Partnership, d/b/a Verizon Wireless, proposes to construct a telecommunications **tower** on this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2007-00110 in your correspondence.

Cellco Partnership, d/b/a Verizon Wireless, proposes to construct a telecommunications **tower** near this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165 (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2007-00110 in your correspondence.