

McBRAYER, McGINNIS, LESLIE & KIRKLAND, PLLC

ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

RECEIVED

JUN 08 2007

PUBLIC SERVICE
COMMISSION

June 8, 2007

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

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

VIA HAND DELIVERY

RE: **Application of Cellco Partnership d/b/a Verizon Wireless, for Issuance of a Certificate of Public Convenience and Necessity to Construct an Additional Facility at 2160 Cranston Road, Morehead, Rowan County, Kentucky ("Application")**
PSC Case No. 2007-00220 (Hilda Smile Facility)

Dear Ms. O'Donnell:

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

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

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

Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosures

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

JUN 08 2007

In the Matter of:

PUBLIC SERVICE
COMMISSION

APPLICATION OF CELLCO PARTNERSHIP d/b/a)
VERIZON WIRELESS FOR ISSUANCE OF A)
CERTIFICATE OF PUBLIC CONVENIENCE AND)
NECESSITY TO CONSTRUCT AN ADDITIONAL) Case No. 2007-00220
CELL FACILITY AT 2160 CRANSTON ROAD,)
MOREHEAD, ROWAN COUNTY, KENTUCKY)

(THE HILDA SMILE CELL FACILITY)

APPLICATION

Cellco Partnership, a Delaware General Partnership, d/b/a Verizon Wireless ("Applicant") applies for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility to serve the customers of its cellular radio telecommunications network in the Commonwealth of Kentucky. In support of this Application, Applicant, respectfully states that:

1. Its complete name, address and telephone number are: Cellco Partnership, d/b/a Verizon Wireless, One Verizon Way, Basking Ridge, New Jersey 07920, (908)306-7000, having a local address of 2441 Holloway Road, Louisville, Kentucky 40299 (502) 552-0330.

2. The Applicant is a Delaware general partnership and is therefore not subject to the Articles of Incorporation filing requirements set forth in 807 KAR 5:063 § 1(1)(a) and 807 KAR 5:001 § 8(1)(3). It is a successor in interest to GTE Wireless of the Mid-West Incorporated and GTE Wireless of the South Incorporated, both of which contributed assets to Cellco Partnership as the Public Service Commission was advised by letter dated July 5, 2000, a copy of which is attached hereto as **Exhibit A**. Cellco

Partnership's Adoption Notice was filed with the Public Service Commission as "P.S.C. Adoption Notice No. 1" on July 5, 2000, effective pursuant to 807 KAR 5:011 § 9(1) on July 10, 2000. A copy of this Adoption Notice, stamped as "Effective" by the Public Service Commission is additionally attached as part of **Exhibit A**.

3. The Applicant proposes to construct an additional cellular facility in Rowan County, Kentucky (the "Cell Facility"). The Cell Facility will be comprised of a 290' self-supporting tower including attached antennas and an equipment shelter. The equipment shelter will contain the transmitters and receivers required to connect the cell facility with cellular telephone users, which will link the Cell Facility with Applicant's other cells. The Cell Facility will be fenced with a secured access gate. Two sets of project drawings are being submitted with this Application. A detailed description of the manner in which the Cell Facility will be constructed is included in the drawings and on the Survey (scale: 1" = 200'). A reduced copy of the Survey is attached as **Exhibit B**. The Survey is signed and sealed by Frank L. Sellinger, III, a professional registered surveyor in Kentucky and it depicts the proposed location of the tower and all easements and existing structures on the property on which the tower will be located. A vertical tower profile and its foundation, each signed and sealed by a professional engineer registered in Kentucky are attached as **Exhibit C**. The tower design plans include a description of the standard according to which the tower was designed.

4. A geotechnical investigation report performed by FStan Land Surveyors and Consulting Engineers, dated March 27, 2007 is attached as **Exhibit D**. The geotechnical investigation report is signed and sealed by Raymond E. Frye, Jr., P.E., a professional engineer registered in Kentucky. The geotechnical investigation report

includes boring logs, foundation design recommendations, and a finding as the proximity of the proposed site to flood hazard areas.

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

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

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

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

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

8. Personnel directly responsible for the design and construction of the proposed tower are qualified and experienced. The soil testing and part of the foundation design was performed by FStan Land Surveyors and Consulting Engineers under the supervision of Raymond E. Frye, Jr., a registered professional engineer in the Commonwealth of Kentucky. His specialty is geotechnical engineering which includes sub-surface exploration and foundation design. She has served as project and principal engineer on various projects similar to the applicant's. These projects include construction, tower crane foundations, and nexrad doppler radar towers, other mobile telephone towers and elevated water towers. Foundation types for these towers have included drilled piers, auger-cast piles, driven piles and spread footings. Design of the tower and foundation was performed by Tower Innovations of Newburg, Indiana. The applicant uses qualified installation crews and site inspectors for construction of its towers. The tower and foundation drawings are signed and sealed by W. Gray Hodge, a professional engineer registered in Kentucky.

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

in Kentucky.

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

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

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

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

12. An Application to the Federal Aviation Administration ("FAA") was filed on

May 3, 2007, a copy of which is attached as **Exhibit F**. Upon receiving a determination from the FAA, the Applicant will forward a copy of such determination as a supplement to this Application. An Application to the Kentucky Airport Zoning Commission ("KAZC") was filed on May 3, 2007, a copy of which is attached as **Exhibit G**. Upon receiving a determination from the KAZC, the Applicant will forward a copy of such determination as a supplement to this Application.

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

14. The Cell Facility will be located at 2160 Cranston, Morehead, Rowan, County, Kentucky. Appropriate notices 2' X 4' with the word "TOWER" in letters at least four inches high, have been posted in a visible location on the proposed site and on the nearest public road and shall remain posted for at least two (2) weeks after the Application is filed. The location of the proposed facility has been published in a newspaper of general circulation in Rowan County, Kentucky. The Cell Facility's coordinates are: Latitude: 38° 13' 23.59"; Longitude: 83° 27' 25.39".

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

Starting in Morehead at the corner of SR 32 and US 60 (Flemingsburg Road), proceed north west on SR 32 approximately 3.86 miles to SR 377 (Cranston Road), turn

right. Continue on SR 377 (Cranston Road), approximately 2.15 miles to a rural road, turn right. Follow the rural road to site on right , approximately .50 of a mile.

The telephone number for the person preparing the directions is 502-459-8402 and the individual's name is Jim Williamson. The Survey identifies every structure within 500' of the proposed tower, and all easements and existing structures within 200' of the access drive, including the intersection with the Public Street System, drawn to a scale no less than one (1) inch equals 200'.

16. Applicant has notified every person who is contiguous or within 500' of the proposed tower by certified mail, return receipt requested, of the proposed construction. Applicant included in said notice the Commission docket number under which the Application will be processed and informed each person of his or her right to request intervention. A list of the property owners and copies of the certified letters sent to the referenced property owners are attached as **Exhibit I**. Copies of the return receipts will be filed with the Commission when received.

17. The site for the proposed Facility is located in a rural area that primarily consists of farmland. The subject property is not zoned as there is no local zoning in Rowan County.

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

19. The site for the Cell Facility is to be leased from William H. Litton. A copy

of the Option and Land Lease Agreement is attached as **Exhibit J**.

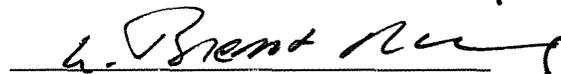
20. The names of all public utilities, corporations, or persons with whom the proposed new construction is likely to compete is Cingular Wireless, VoiceStream Wireless, Sprint PCS, Nextel Partners, and AT&T Wireless.

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

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

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

Respectfully submitted,



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

LIST OF EXHIBITS

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

JACKSON & KELLY PLLC

ATTORNEYS AT LAW

175 EAST MAIN STREET

P. O. BOX 2150

LEXINGTON, KENTUCKY 40508-0160 40588-9945

TELEPHONE 606-255-9500

TELECOPIER 606-281-6478

<http://www.jacksonkelly.com>

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

1000 FIDECROFT AVENUE
MARTINSBURG, WEST VIRGINIA 25402
TELEPHONE 304-293-8800

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

6300 HAMPTON CENTER
MORGANTOWN, WEST VIRGINIA 26505
TELEPHONE 304-599-3000

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

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

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

1850 LINCOLN STREET
DENVER, COLORADO 80204
TELEPHONE 303-740-0000

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

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

July 5, 2000

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

JUL 05 2000

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

Dear Mr. Huelsmann:

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

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

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

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

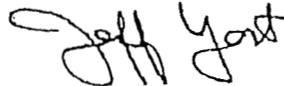
3. The Kentucky RSA No. 1 Partnership interest will be contributed to Cellco. Kentucky RSA No. 1 Partnership will continue to provide cellular service in Kentucky Rural Service Area No. 1.

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

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

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

Sincerely yours,



Jeffrey J. Yost

JJY:bsh

c: Mr. Francis Malnati
Mr. Carl Povelites

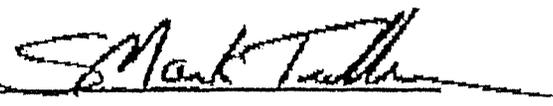
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P.S.C. Adoption Notice No. 1

ADOPTION NOTICE

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

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

By: 

S. Mark Tuller

Vice President, Legal and External Affairs and General Counsel

Celco Partnership d/b/a Verizon Wireless

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 2000

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

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

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 2000

PURSUANT TO 807 KAR 6011,
SECTION 9 (1)
BY: Stephen O. Bly
SECRETARY OF THE COMMISSION

ISSUED: JULY 6, 2000

EFFECTIVE: JULY 10, 2000

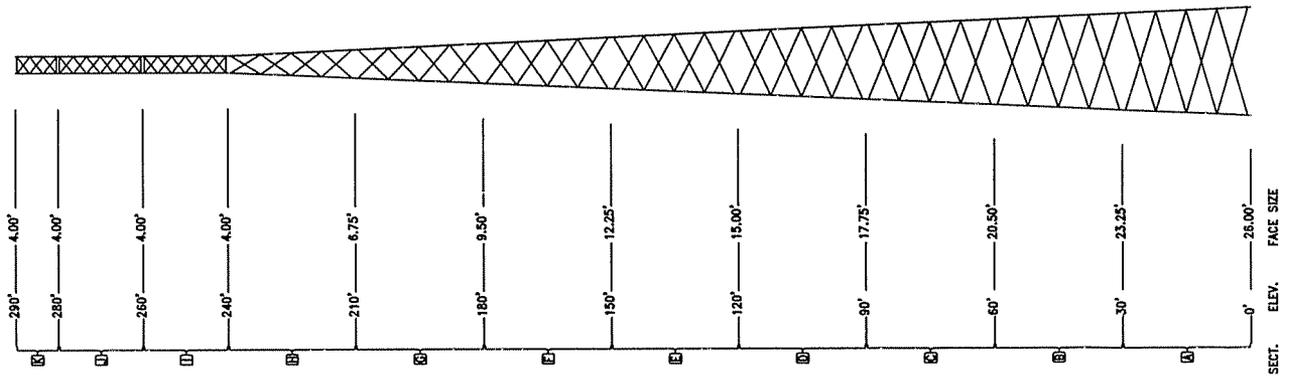
CELLCO PARTNERSHIP D/B/A/ VERIZON WIRELESS

BY: 

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

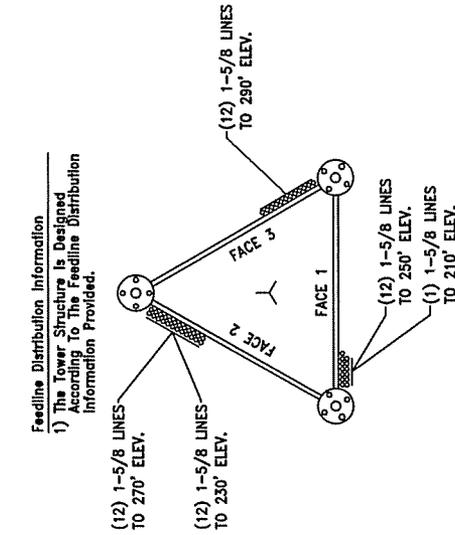
MEMBER CHART

SECTION	ELEVATION	FACE SIZE	LEGS	GIRTS		SECTION WEIGHT (lbs.)
				DIAGONALS	HORIZONTALS	
A	0' - 30'	26.00' - 23.25'	5-1/2	L 5 x 5 x 5/16	N/A	14875
B	30' - 60'	23.25' - 20.50'	5-1/4	L 4 x 4 x 3/8	N/A	12625
C	60' - 90'	20.50' - 17.75'	5	L 4 x 4 x 5/16	N/A	10550
D	90' - 120'	17.75' - 15.00'	4-3/4	L 4 x 4 x 1/4	N/A	8700
E	120' - 150'	15.00' - 12.25'	4-3/4	L 3-1/2 x 3-1/2 x 1/4	N/A	8025
F	150' - 180'	12.25' - 9.50'	4-1/2	L 3 x 3 x 3/16	N/A	6525
G	180' - 210'	9.50' - 6.75'	4	L 3 x 3 x 3/16	N/A	5250
H	210' - 240'	6.75' - 4.00'	3-3/4	L 2-1/2 x 2-1/2 x 3/16	N/A	4400
I	240' - 260'	4.00'	2-1/2	S.R. 7/8	S.R. 7/8	2075
J	260' - 280'	4.00'	2	S.R. 3/4	S.R. 3/4	1400
K	280' - 290'	4.00'	1-1/2	S.R. 5/8	S.R. 3/4	900



MATERIAL SPEC CHART

DESC.	MAT'L SPEC.	MIN. YIELD (ksi)
WELDED SECTIONS		
LEGS	A-372 GRADE 50	50
WELDER MET.	A-372 GRADE 50	50
FLANGE PL.	A-372 GRADE 50	50
BOLTED X-BRACED SECTIONS		
LEGS	A36	36
WELDER MET.	A-36	36
FLANGE PL.	A-36	36
LEG END PL.	A-36	36



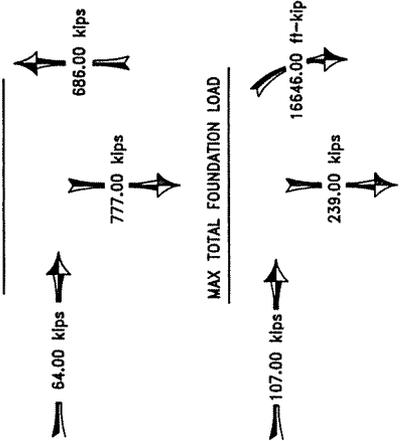
ANTENNA INFORMATION

ANTENNA	ELEVATION	LINE
(12) LPA185080/12	● 290'	1-5/8
(12) SC9014	● 270'	1-5/8
(12) SC9014	● 250'	1-5/8
(12) SC9014	● 230'	1-5/8
(1) 8' MW PARABOLIC DISH	● 210'	1-5/8

DESIGN & DRAWING NOTES:

- SOME DETAIL HAS BEEN OMITTED FOR CLARITY OF ILLUSTRATION.
- TOWER DESIGNED FOR EXPOSURE C TO THE TIA-222-G STANDARD.
- TOWER DESIGNED FOR A 90 MPH BASIC WIND IN ACCORDANCE WITH TIA-222-G STANDARD.
- TOWER ALSO DESIGNED FOR A 30 MPH BASIC WIND WITH 3/4" ICE. ICE IS CONSIDERED TO INCREASE IN THICKNESS WITH HEIGHT.
- DEFLECTIONS ARE BASED UPON A 60 MPH WIND.
- STRUCTURE CLASS II, TOPOGRAPHIC CATEGORY I, CREST HEIGHT = 0'.
- TOWER DESIGNED FOR STEP BOLTS.
- TOWER DESIGNED FOR FEEDLINE TO BE MOUNTED IN A SINGLE ROW ON CLIP-ON WAVEGUIDE LADDERS FOR PRIMARY TOP CARRIER.
- TOWER DESIGNED FOR FEEDLINE TO BE MOUNTED IN TWO ROWS ON CLIP-ON WAVEGUIDE LADDERS FOR REMAINDER OF CARRIERS.
- SECTIONS A - H ARE 4-BAY X-BRACED.
 SECTIONS I - J ARE 6-BAY X-BRACED.
 SECTION K IS 3-BAY X-BRACED.

MAX INDIVIDUAL LEG LOADS



Tower Innovations

 Elevation View & Member Information

 HILDA SMILE - MOREHEAD, KY.

 DWG NO. 4802-T1 (19890)

 REV. -

REV.	DATE	DESCRIPTION	APP.	DATE	T.P.H.	DATE	INCHES
	5-23-07						

TOLERANCES UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN:

 .125 ANGLES 2"

 .004 1/16" BURNED HOLES #1/8"

 .004 1/16" BURNED HOLES #1/8"

THIRD ANGLE PROJECTION

 COMPANY CONFIDENTIAL INFORMATION

 THIS DRAWING IS THE PROPERTY OF TOWER INNOVATIONS

 IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN

 IT IS TO BE KEPT IN CONFIDENTIALITY AND NOT TO BE DISCLOSED TO OTHERS WITHOUT THE WRITTEN PERMISSION OF TOWER INNOVATIONS

REBAR SPlicing CHART

BAR SIZE	SPICE LENGTH
3	16"
4	22"
5	27"
6	33"
7	48"
8	55"
9	62"
10	68"
11	75"

SPlicing NOTES:

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

PAD	REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
#10 GRADE 60	39'	186	7254'	

PIER (verts) (Total for 3 Piers)

REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
#8 GRADE 60	7'-6"	72	540'

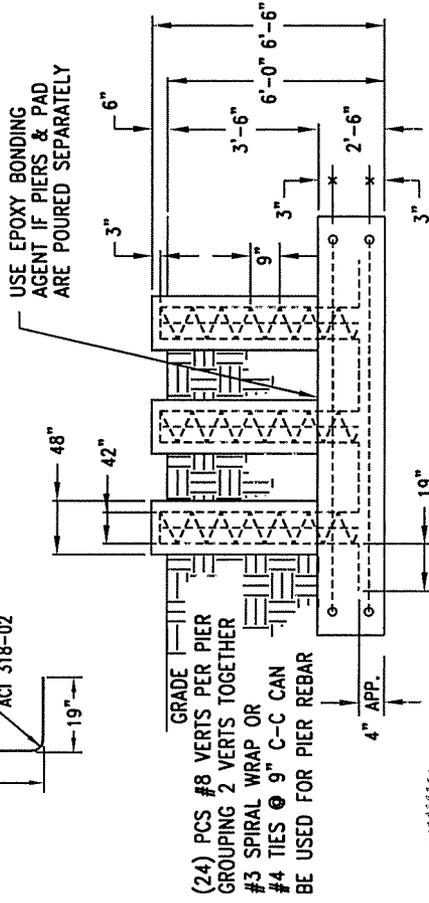
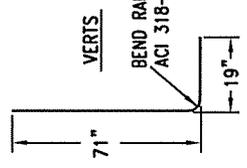
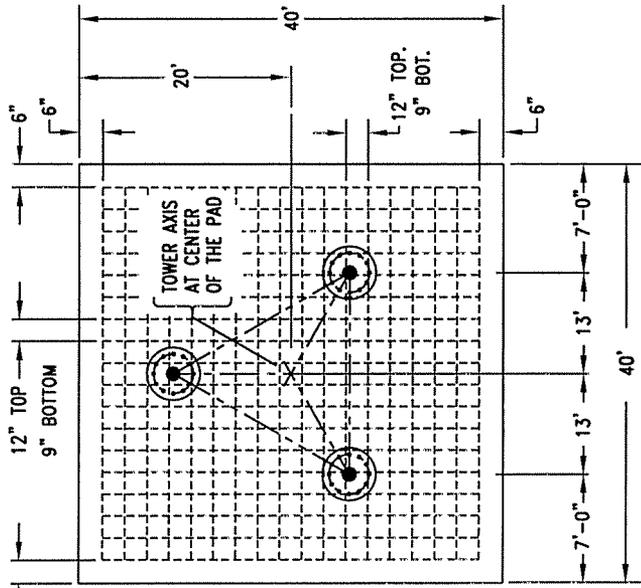
PIER (ties) (Total for 3 Piers)

REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
#4 GRADE 60	42" ϕ	27	297'

APPROXIMATE CONCRETE REQ'D = 153-3/4 yd³

NOTES:

- 1) ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ACI 301 AND ACI318.
- 2) THIS FOUNDATION IS DESIGNED TO CONFORM ACI 318-02 AND ANSI/EIA-222-F STANDARDS UTILIZING THE SOILS REPORT PREPARED BY FSTAN, PROJECT #: 07-4359. A COPY SHALL BE PROVIDED TO THE FOUNDATION CONTRACTOR. SOIL CONDITIONS THAT DIFFER FROM THOSE DESCRIBED IN THE REPORT SHALL BE BROUGHT TO THE ATTENTION OF THE RESIDENT ENGINEER/INSPECTOR. ALL COMMENTS OR RECOMMENDATIONS REGARDING CONSTRUCTION TESTING OR CONSTRUCTION MONITORING SHALL BE STRICTLY FOLLOWED.
- 3) ALL CONCRETE SHALL BE 3000 PSI AT 28 DAYS. CYLINDERS SHALL BE PROPERLY CAST WITH COPIES OF THE TEST REPORTS GOING TO THE RESIDENT ENGINEER/INSPECTOR.
- 4) ALL ADMIXTURES MUST BE ADDED SEPARATELY INTO FRESH CONCRETE AND SUFFICIENTLY MIXED. A NON-CORROSIVE CONCRETE SET ACCELERATE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE C. A WATER REDUCING ADMIXTURE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE A.
- 5) ALL BACKFILL SHALL BE PLACED IN 9 INCH LIFTS AND COMPACTED TO A MINIMUM OF 95 PERCENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY AS MEASURED BY ASTM D-698 UNLESS MORE STRINGENT COMPACTION IS REQUIRED BY THE SOIL REPORT.
- 6) MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
- 7) CROWN TOP OF PIER FOR DRAINAGE AND CHAMFER ALL EXPOSED CONCRETE EDGES 1 INCH.
- 8) DESIGNED USING 77% OF G-CODE TOWER REACTION, BUT USING F-CODE PARAMETERS DUE TO LACK OF COMPLETE G-CODE FOUNDATION DESIGN CRITERIA. MUST VERIFY BEFORE FINAL IMPLEMENTATION.
- 9) ROCK WILL BE ENCOUNTERED.



PH# (612) 833-0595
 FAX# (612) 833-0652
 2615 SCHWARTZ RD
 NEWBURGH, IN. 47150

Tower Innovations

BASE FOUNDATION DESIGN
 HILDA SMILE - MOREHEAD, KY.

DWG NO. **4802-F1 (19890)**

REV. **-**

DO NOT SCALE DRAWING

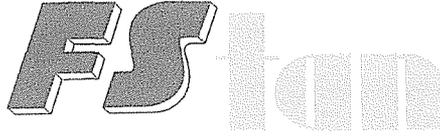
REV.	DATE	DESCRIPTION	APP.	T.P.H.	DATE	DATE	DATE
1	5-23-07						

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN: INCHES

TOLERANCES: .12 3/32" ANGLES 7° .125 3/32" DRILLED HOLES #1/32" .125 1/16" BURNED HOLES #1/16"

THIRD ANGLE PROJECTION

COMPLIANCE WITH THE PROVISIONS OF THE FEDERAL ACQUISITION REGULATION (FAR) IS REQUIRED. ALL BIDS TO BE USED SOLELY FOR THE PROJECT AND NOT TO BE DISCLOSED TO OTHERS WITHOUT THE PRIOR WRITTEN CONSENT OF THE PROJECT CONTRACTOR.



Land Surveyors & Consulting Engineers

GEOTECHNICAL ENGINEERING STUDY

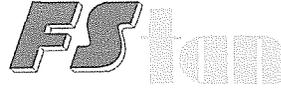
Proposed Hilda Smile Tower Site
N38° 13' 23.59" W83° 27' 25.39"
2160 Cranston Road,
Morehead, Rowan County, Kentucky
Project No. 07-4359

**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
2014 Cherokee Road # R
Louisville, KY 40217**

Date: March 27, 2007



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

March 27, 2007

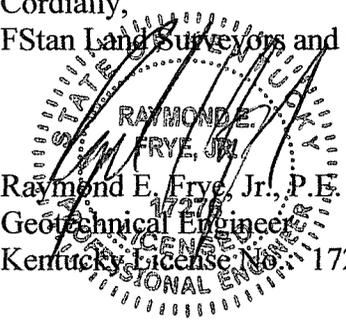
Ms. Jana Luecke
Cellco Partnership
2014 Cherokee Road # R
Louisville, Kentucky 40217

Re: Geotechnical Engineering Study
Proposed 290-foot Self-Support Tower
Site Name: Hilda Smile
N38° 13' 23.59" W83° 27' 25.39"
2160 Cranston Road, Morehead, Rowan County, Kentucky
FStan Project No. 07-4359

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,
FStan Land Surveyors and Consulting Engineers


Raymond E. Frye, Jr., P.E.
Geotechnical Engineer
Kentucky License No. 17276

Copies submitted: (3) Ms. Jana Luecke

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APPENDIX

BORING LOCATION PLAN
GEOTECHNICAL BORING LOG
SOIL SAMPLE CLASSIFICATION

GEOTECHNICAL ENGINEERING INVESTIGATION

Proposed 290-foot Self Supported Telecommunications Tower

Cellco Partnership Site Name: Hilda Smile PCS
2160 Cranston Road, Morehead, Rowan County, Kentucky
FStan Project No. 07-4359

1. PURPOSE AND SCOPE

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

2. PROJECT CHARACTERISTICS

Cellco Partnership is proposing to construct a 290 feet tall self-supported communications tower on property owned by Whitt Litton, located at 2160 Cranston Road, Morehead, Rowan County, Kentucky. The site explored was located approximately 2,500 feet south of Cranston Road and consisted of a gently sloping hilltop at the edge of a steep slope. The topographic site relief of the lease area was about 8 feet. The west property corner was located near the top of a steep west-facing hillside. The access road for the site consists of an existing gravel road that traverses down gently sloping terrain from Cranston Road. The total site relief of the access road is about 34 feet. Surface water runoff was directed by the topography toward the west. The elevation of the tower center is approximately 814 feet msl. The location of the proposed tower 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 290 feet tall. We have assumed the following structural information:

- Compression = 500 kips
- Uplift = 400 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 1972 Geologic Map of the Morehead Quadrangle Rowan County Kentucky indicates that the site is underlain by the Mississippian aged Borden Formation; specifically the Nancy Member. The Farmers Member of the Borden Formation underlies the Nancy Member at an approximate elevation of 800 feet msl. The Nancy member consists of shale, siltstone and sandstone. The shale is generally bluish gray and fissile with ironstone concretions.

The Farmers Member consists of light gray to tan evenly bedded siltstone or very fine-grained sandstone. The formation is exposed on the steep hillsides in the western portion of the quadrangle.

The geologic map indicated that the Nancy member is susceptible to slope movement should site grading activities over steepen of the natural slopes occur due to cuts in the hillside. These cuts could result in the sliding of the shale.

3. SUBSURFACE CONDITIONS

The subsurface conditions were explored by drilling three soil test borings near the center of the proposed tower as located and staked on site by the project surveyor. The Geotechnical Boring Log, which is included in the Appendix, describes the materials and conditions encountered. A reference sheet defining the terms and symbols used on the boring log have also been included in the Appendix. The general subsurface conditions disclosed by the test borings are discussed in the following paragraphs.

In general, the borings encountered approximately 7 to 8 inches of topsoil below the surface vegetation. The borings generally encountered brown lean clay to refusal. Our engineer using standard visual-manual soil identification techniques classified the soil as CL according to the Unified Soil Classification System, USCS. The Standard Penetration Test Resistance values (N-values) ranged from 8 blows per foot (bpf) to 35 bpf with an average of about 18 bpf. These values represent firm to very stiff cohesive soil conditions. Refusal was encountered in each boring at depths ranging from 6.0 to 7.0 feet below the existing ground surface.

The refusal materials were explored in boring B-1 from 7.0 feet to 40.0 feet below the ground surface. The rock sampled generally consisted of soft, mottled brown and gray, to bluish gray or brownish olive gray shale with siltstone or very fine grained sandstone interbeds. The recovery of the rock samples ranged from 39 to 100 percent with an average of about 84 percent. The Rock Quality Designation (RQD) ranged from 25 to 98 percent with an average of 55 percent.

Groundwater was not encountered in the borings upon the completion of soil drilling operations. It must be noted however, that short-term water readings in test borings are not necessarily a reliable indication of the actual groundwater level. Furthermore, it must be emphasized that the groundwater level is not stationary, but will fluctuate seasonally.

According to the 2005 Kentucky Building Code, Rowan County, Kentucky is within seismic design category B. In this system, Zone E is the most seismically active while Zone B has the lowest earthquake potential. Based on the limited subsurface conditions encountered at the site and using Table 1615.1.1 of the 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. GEOTECHNICAL DESIGN RECOMMENDATIONS

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

4.1. Tower

4.1.1 General

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 FStan 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.

4.1.2 Mat Foundation

Because of the very shallow depth to rock, a mat foundation is suitable for support of the proposed tower foundation. We recommend the mat foundation be designed to act as a rigid structure. The mat foundation should bear on the weathered siltstone or shale that was encountered below about 6.0 feet in the borings. An allowable static net bearing pressure of 2.5 kips per square foot (ksf) is available in the siltstone or shale. The mat foundation should be buried sufficiently deep to resist overturning forces.

The following table summarizes the recommended values for use in analyzing lateral 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.

Depth Below Ground Surface, feet	Unit Weight Pcf	Allowable Passive Soil Pressure, Psf/one foot of depth
0 – 6.0	125	Neglect
6.0+	125	175(D-5)

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

Modulus of Subgrade Reaction: Based on the conditions encountered by the borings and our experience, we recommend sizing the mat foundation for a modulus of subgrade reaction (k_s) of 35 pci. The k_s value was determined using the estimated total settlement of about 1/2 inch and the total contact pressure applied to the foundation subgrade. The total pressure applied to the foundation subgrade beneath the mat was assumed to be distributed uniformly across the plan dimension of the mat. A more rigorous analysis, such as using the computer program *PCA-Mats*, was beyond the scope of our services.

Surface run-off water should be drained away from the excavation and not allowed to pond. The following guides address protection of footing.

- Level or suitably bench the foundation bearing area.
- Remove loose soil, debris, and excess surface water from the bearing surface prior to concrete placement.
- Retain the geotechnical engineer to observe all foundation excavations and provide recommendations for treatment of any unsuitable conditions encountered.

4.2. Equipment Building

We recommend that foundation inspections be performed at the time of foundation construction in an effort to identify unsuitable soils and remove them prior to foundation construction, if required. The equipment building may be supported on shallow spread footings bearing in the stiff clay or dense gravel sized for a maximum allowable soil pressure of 2,500 pounds per square foot. The footings should be at least 12 inches wide. The footings should bear at a depth of at least 36 inches. All existing fill, 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.

4.3. Earthwork Considerations

Earthwork activities to bring the site to finished grades are unknown. The geologic quadrangle map and our experience indicate that earthwork activities may cause settlement or instability of slopes. Once the grading plan is known, we recommend FStan be retained to review the grading plan to determine whether the planned earthwork will impact the performance of project foundations. We recommend that cuts and fills be limited to 5 feet. If more than 5 feet of fill or cut is required to achieve planned grades, the geotechnical engineer should be contacted.

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.

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.

4.4. 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.

We believe that the groundwater encountered in the borings will have sufficient depth to have little effect on the construction at the site. Therefore, no special provisions regarding groundwater control are considered necessary for the proposed equipment building and tower.

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. Shallow Foundations

We recommend the foundation subgrades be protected from exposure to water. Surface run-off water should be drained away from the excavation and not allowed to pond. If possible, all concrete should be placed that same day the excavation is made. If this is not practical, the excavation should be adequately protected. The following guides address protection of footing subgrades and our recommended remediation for any soft soils encountered.

- Protect foundation support materials exposed in open excavations from freezing weather, severe drying, and water accumulation.
- Remove any soils disturbed by exposure prior to foundation concrete placement.
- Place a "lean" concrete mud-mat over the bearing soils if the excavations must remain open overnight or for an extended period of time.
- Level or suitably bench the foundation bearing area.
- Remove loose soil, debris, and excess surface water from the bearing surface prior to concrete placement.
- Retain the geotechnical engineer to observe all foundation excavations and provide recommendations for treatment of any unsuitable conditions encountered.

5.2. Construction Dewatering

No serious dewatering problems are anticipated for shallow excavations. At the time of our investigation, ground water was not encountered. Depending upon seasonal conditions, some minor seepage into excavations may be experienced in shallow excavations. It is anticipated that any such seepage into shallow excavations can be handled by conventional dewatering methods such as pumping from sumps.

6. FIELD AND LABORATORY INVESTIGATION

The soil test borings were drilled at 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 borings. 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 reference sheet defining the terms and symbols used on the logs and an explanation of the Standard Penetration Test (SPT) procedure. The logs presents visual descriptions of the soil strata encountered, Unified Soil Classification System designations, groundwater observations, sampling information, laboratory test results, and other pertinent field data and observations.

7. LIMITATIONS OF STUDY

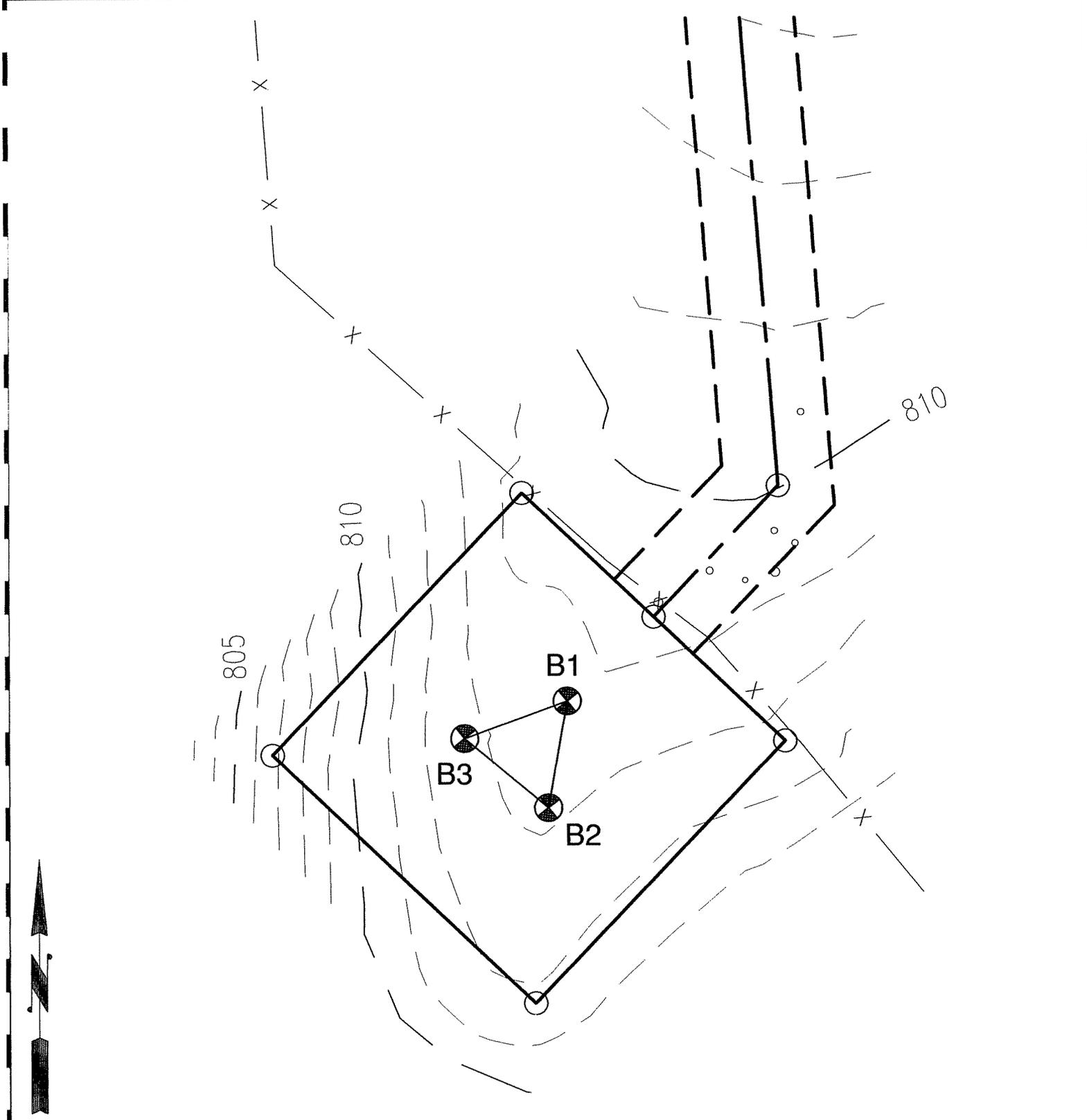
Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. FStan is not responsible for the independent conclusions, opinions or recommendations made by others based on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

This geotechnical study is inherently limited since the engineering recommendations are developed from information obtained from test borings that only depict subsurface conditions at that specific location, time 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 re-evaluate the recommendations of this report. Furthermore, if the project characteristics are altered significantly from those discussed in this report, if the project information contained in this report is incorrect, or if additional information becomes available, a review must be made by this office to determine if any modification in the recommendations will be required.

APPENDIX

BORING LOCATION PLAN
GEOTECHNICAL BORING LOG
SOIL SAMPLE CLASSIFICATION



● BORING LOCATION

BORING LOCATION PLAN

SITE NAME: HILDA SMILE
 PROPOSED 290 SELF-SUPPORT TOWER
 N 38° 13' 23.59", W 83° 27' 25.39'

NOT TO SCALE

FSTAN PROJECT #:
 07-4359

DATE:
 03.27.07



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: **1**

Client: CELLCO Partnership	Project Number: 07-4359
Project: Proposed Hilda Smile Tower	Drilling Firm: Central Star Drilling
Location: 38° 13' 23.59" / 83° 27' 25.39"	Project Manager: Ray Frye
Date Started: 3/20/2007	Total Depth of Boring: 40 ft
Date Completed: 3/20/2007	DRY on rods
Boring Method: HSA 3 1/4"	NA at completion
Surface Elevation: NA	NA NA hours after completion

Layer Depth ft	Legend	Material Description	Depth Scale ft	Sample Data						Remarks
				No.	Type	Blows	Rec. %	PP tsf	W %	
0.6	[diagonal lines]	TOPSOIL								
		Firm brown LEAN CLAY (CL).		1	SS	4-4-4	78			Drill Rig: Diedrich D-50 ATV Hammer: Manual
4.5	[diagonal lines]	Very stiff brown LEAN CLAY (CL).	5	2	SS	5-7-14	83			The boring was dry prior to rock coring.
6.0	[cross-hatch]	Brown weathered SILTSTONE.		3	SS	35-50/4"	100			Auger Refusal at 6.5 feet
6.5	[dotted]	Hard brown SANDSTONE.								
7.1	[horizontal lines]	Soft mottled brown and gray SHALE (Very hard clay).	10	4	RC		92			RQD = 50%
12.5	[horizontal lines]	Soft bluish gray SHALE (Very hard clay).	15	5	RC		82			RQD = 48%
16.8	[horizontal lines]	Moderately hard gray SHALE with siltstone interbeds.	20	6	RC		100			RQD = 48%
28.0	[horizontal lines]	Soft brownish olive gray SHALE with gray siltstone interbeds.	25	7	RC		100			RQD = 98%
35.0	[horizontal lines]	Soft bluish gray SHALE to moderately hard.	30	8	RC		100			RQD = 78%
			35	9	RC		77			RQD = 25%
40.0		Bottom of Boring at 40 ft	40	10	RC		39			RQD = 39%
										Coring terminated at 40 feet.

GEOTECHNICAL BORING LOG 07-4359.GPJ FSTAN.GDT 3/28/07



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 2315 Crittenden Drive
 Louisville, KY 40217
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 (502) 636-5263

Geotechnical Boring Log

Boring No: **2**

Client: CELLCO Partnership	Project Number: 07-4359
Project: Proposed Hilda Smile Tower	Drilling Firm: Central Star Drilling
Location: 38° 13' 23.59" / 83° 27' 25.39"	Project Manager: Ray Frye
Date Started: 3/20/2007	Total Depth of Boring: 6.2 ft
Date Completed: 3/20/2007	N/A on rods
Boring Method: HSA 3 1/4"	N/A 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 %	
0.6		TOPSOIL								
		Stiff brown LEAN CLAY (CL)		1	SS	2-4-5	67			Drill Rig: Diedrich D-50 ATV Hammer: Manual
3.0		Very stiff brown LEAN CLAY (CL)		2	SS	8-10-12	83			
6.0		Brown weathered SILTSTONE		3	SS	50/2"	100			Auger Refusal at 6.2 feet.
6.2		Bottom of Boring at 6.2 ft								

GEOTECHNICAL BORING LOG 07-4359.GPJ FSTAN.GDT 3/28/07



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

Geotechnical Boring Log

Boring No: **3**

Client: CELLCO Partnership	Project Number: 07-4359
Project: Proposed Hilda Smile Tower	Drilling Firm: Central Star Drilling
Location: 38° 13' 23.59" / 83° 27' 25.39"	Project Manager: Ray Frye
Date Started: 3/20/2007	Total Depth of Boring: 6 ft
Date Completed: 3/20/2007	N/A on rods
Boring Method: HSA 3 1/4"	N/A 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 %
0.7		TOPSOIL								
		Stiff to very stiff brown LEAN CLAY (CL).		1	SS	3-4-7	67			Drill Rig: Diedrich D-50 ATV Hammer: Manual
4.7		Brown weathered SILTSTONE.	5	2	SS	6-8-27	72			Auger Refusal at 5 feet.
5.0		Bottom of Boring at 6 ft								

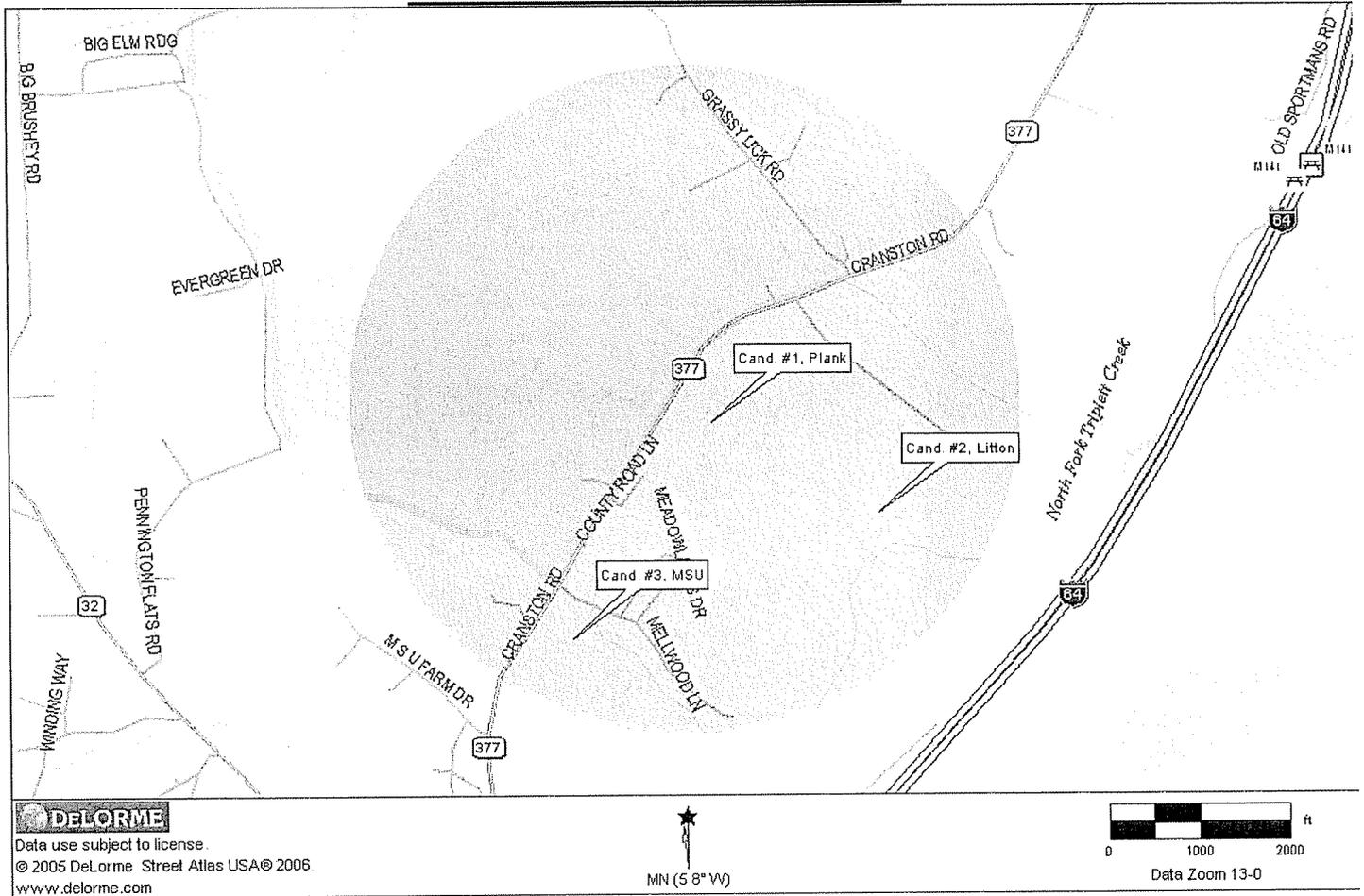
GEOTECHNICAL BORING LOG 07-4359.GPJ FSTAN.GDT 3/28/07

SOIL CLASSIFICATION CHART

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

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

CANDIDATE LOCATION MAP



*****The majority of this search area is located within the Daniel Boone National Forest. The proposed candidates are outside of the forest property lines, but this whole area will be historically difficult. A Preliminary Historical Evaluation is strongly recommended prior to pursuing any of the proposed rawland candidates.

Notice of Proposed Construction or Alteration (7460-1)

Project Name: CELLC-000065711-07

Sponsor: Cellco Partnership - ET

Details for Case : Hilda Smile

Show Project Summary

Case Status		Date Accepted: 05/03/2007	
ASN: 2007-ASO-2201-OE		Date Determined:	
Status: Accepted		Letters:	None
Construction / Alteration Information		Structure Summary	
Notice Of: Construction		Structure Type: Antenna Tower	
Duration: Permanent		Structure Name: Hilda Smile	
<i>if Temporary :</i> Months: Days:		FCC Number:	
Work Schedule - Start:		Prior ASN:	
Work Schedule - End:			
State Filing:			
Structure Details		Common Frequency Bands	
Latitude: 38° 13' 23.59" N		Low Freq 806	High Freq 824
Longitude: 83° 27' 25.39" W		824	849
Horizontal Datum: NAD83		851	866
Site Elevation (SE): 814 (nearest foot)		869	894
Structure Height (AGL): 315 (nearest foot)		896	901
Marking/Lighting: Dual-red and medium intensity		901	902
<i>Other :</i>		930	931
Nearest City: Morehead		931	932
Nearest State: Kentucky		932	932.5
Traverseway: No Traverseway		935	940
Description of Location: 2160 Cranston Road Morehead, KY 40351		940	941
Description of Proposal: New Tower w/ Ant.		1850	1910
		1930	1990
		2305	2310
		2345	2360
		Freq Unit	ERP
			ERP Unit
		MHz	500
			W
		MHz	500
			W
		MHz	500
			W
		MHz	500
			W
		MHz	7
			W
		MHz	3500
			W
		MHz	3500
			W
		MHz	17
			dBW
		MHz	1000
			W
		MHz	3500
			W
		MHz	1640
			W
		MHz	1640
			W
		MHz	2000
			W
		MHz	2000
			W
		Specific Frequencies	



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

Kentucky Transportation Cabinet, Kentucky Airport Zoning Commission, 200 Mero Street, Frankfort, KY 40622 APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE INSTRUCTIONS INCLUDED		Kentucky Aeronautical Study Number
1. APPLICANT -- Name, Address, Telephone, Fax, etc. Celco Partnership Elaine Thompson 1120 Sanctuary Pkwy., Suite 150, MC: GASA5REG Alpharetta, GA 30004 770/797-1064 Phone 770/797-1034 Fax	9. Latitude: <u>38</u> ° <u>13</u> ' <u>23</u> " 59 " 10. Longitude: <u>83</u> ° <u>27</u> ' <u>25</u> " 39 " 11. Datum: <input checked="" type="checkbox"/> NAD83 <input type="checkbox"/> NAD27 <input type="checkbox"/> Other 12. Nearest Kentucky City: <u>Morehead</u> County <u>Rowan</u> 13. Nearest Kentucky public use or Military airport: <u>132: Morehead-Rowan County</u> 14. Distance from #13 to Structure: <u>6.6109 nm</u> 15. Direction from #13 to Structure: <u>215.4 degrees</u> 16. Site Elevation (AMSL): <u>814.00</u> Feet 17. Total Structure Height (AGL): <u>315.00</u> Feet 18. Overall Height (#16 + #17) (AMSL): <u>1,129.00</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) 2160 Cranston Road Morehead, KY	
2. Representative of Applicant -- Name, Address, Telephone, Fax same	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 _____ End _____ 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-2201-OE</u>	
21. Description of Proposal: New tower construction with 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>May 03, 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</u> Printed Name and Title	 Signature	<u>03 May 2007</u> 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.		
Commission Action:		
<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	<input type="checkbox"/> Chairman, KAZC <input type="checkbox"/> Administrator, KAZC _____ Date	

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

W. BRENT RICE
brice@mmlk.com

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

June 8, 2007

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Hon. Jim Nickell
Rowan County Judge Executive
627 East Main Street
Morehead, KY 40351

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2007-00220 (The Hilda Smile Facility)**

Dear Judge Nickell:

Cellco Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 290' self-supporting tower including attached antennas and an equipment shelter to be located at 2160 Cranston Road, Morehead, Rowan County, Kentucky. A map showing the location of the proposed new facility is enclosed.

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

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to **Case No. 2007-00220** in your correspondence. If I can be of assistance to you, please do not hesitate to call me.

Sincerely,



W. Brent Rice

WBR/dkw
Enclosure

Cellco Partnership
Hilda Smile Facility
Property Owners

Mr. and Mrs. James Allen
2170 Cranston Road
Morehead, KY 40351

Mr. and Mrs. David Haney
1580 Big Woods Road
Morehead, KY 40351

Mr. William Litton
2160 Cranston Road
Morehead, KY 40351

Ms. Martha Lou Morehouse
1945 Cranston Road
Morehead, KY 40351

Mr. and Mrs. Richard Proudfoot
2600 Cranston Road
Morehead, KY 40351

Mr. and Mrs. Brian Riddle
20 Grassy Lick Road
Morehead, KY 40351

Mr. and Mrs. David Wells
1900 Cranston Road
Morehead, KY 40351

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June 8, 2007

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Mr. and Mrs. James Allen
2170 Cranston Road
Morehead, KY 40351

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2007-00220 (The Hilda Smile Facility)**

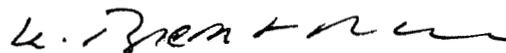
Dear Property Owner:

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W. Brent Rice
Counsel for Verizon Wireless

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1580 Big Woods Road
Morehead, KY 40351

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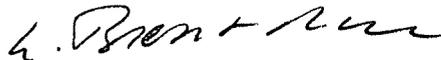
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Mr. William Litton
2160 Cranston Road
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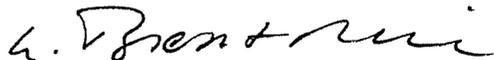
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June 8, 2007

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Ms. Martha Lou Morehouse
1945 Cranston Road
Morehead, KY 40351

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June 8, 2007

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Mr. and Mrs. Richard Proudfoot
2600 Cranston Road
Morehead, KY 40351

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June 8, 2007

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Mr. and Mrs. Brian Riddle
20 Grassy Lick Road
Morehead, KY 40351

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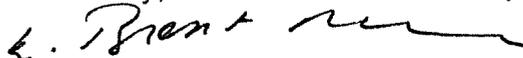
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Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosure

Site Name: Hilda Smile

Site Number:

OPTION AND LAND LEASE AGREEMENT

This Agreement made this ____ day of _____, 2007, between **WILLIAM H. LITTON**, with a mailing address at 2160 Cranston Road, Morehead, Kentucky 40351, Social Security No. 406-32-2124 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 2160 Cranston, Morehead, Rowan County, Kentucky, as shown on the Tax Map of the City of Morehead as Map No. 60, Parcel No. 32 and being further described in Deed Book 91 at Page 17 as recorded in the Office of the Rowan County Clerk (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSEE desires to obtain an option to lease a portion of said Property, being described as a 100' by 100' parcel containing 10,000 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a thirty foot (30') wide right-of-way extending from the nearest public right-of-way, Cranston Road (Highway 377), to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

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 six (6) months from full execution of the option. If the option has not been so exercised, it shall be automatically extended for one additional period of six (6) months, unless LESSEE gives written notice to the LESSOR of the intent not to extend prior to the end of the initial option period. If the option is extended, LESSEE shall make an additional payment of _____) to LESSOR. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property or his property contiguous thereto he shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

Site Name: Hilda Smile

Site Number:

This option may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE.

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:

LAND LEASE AGREEMENT

This Agreement, made this _____ day of _____, 2007 between **WILLIAM H. LITTON**, with a mailing address at 2160 Cranston Road, Morehead, Kentucky 40351, Social Security No. 406-32-2124, hereinafter designated LESSOR and **Cellco Partnership**, a Delaware general partnership d/b/a Verizon Wireless, with its

Site Name: Hilda Smile

Site Number:

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".

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 2160 Cranston Road, Morehead, Rowan County, Kentucky, and being described as a 100' by 100' parcel containing 10,000 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a thirty foot (30') wide right-of-way extending from the nearest public right-of-way, Cranston Road (Highway 377), to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of the City of Morehead as Map No. 60, Parcel No. 32 and is further described in Deed Book 91 at Page 17 as recorded in the Office of the Rowan County Clerk.

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

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

3. TERM. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of _____ to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 22 below. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the

Site Name: Hilda Smile

Site Number:

month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date").

LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

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 (1st) five (5) year extension term shall be increased to _____; the annual rental for the second (2nd) five (5) year extension term shall be increased to _____; the annual rental for the third (3rd) five (5) year extension term shall be increased to _____ and the annual rental for the fourth (4th) 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, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to one hundred fifteen percent (115%) of the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

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

Site Name: Hilda Smile

Site Number:

equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

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.

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

10. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 8 and 28, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

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, and further provided LESSEE shall pay LESSOR one (1) total annual rental then in effect as a termination fee within sixty (60) days of such notice.

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

13. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear

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and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 32 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

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

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

17. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no

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liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

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

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

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

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

LESSOR: William H. Litton

Site Name: Hilda Smile

Site Number:

2160 Cranston Road
Morehead, Kentucky 40351

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.

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

23. SUBORDINATION AND NON-DISTURBANCE. Delete the first sentence of this paragraph if SNDAs for all existing encumbrances are obtained prior to Lease execution. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property, (3) agrees to give Lender copies of whatever notices of default LESSEE must give LESSOR, (4) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR, (5) agrees to not pay rent more than one month, or one year in the event the rent is paid annually, in advance and (6)

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agrees that no material modification or material amendment of the Agreement will be binding on Lender unless it has been consented to in writing by Lender. LESSOR and LESSEE agree that, for the purposes of Paragraph 24, nonmaterial amendments or modifications shall include, but shall not be limited to, the following: (i) any extension of the term of the Agreement, (ii) any addition to, alteration, modification, or replacement of LESSEE's equipment, (iii) any relocation of LESSEE's equipment, (iv) any increase in the rent, and (v) any decrease in the rent, provided however, that such an amendment shall become material should the decrease in rent result in rent lower than the amount then prescribed by the unamended Agreement. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

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

25. DEFAULT.

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

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

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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 fifteen (15) 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 fifteen (15) 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 fifteen (15) day period and thereafter diligently pursued to completion.

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

27. ENVIRONMENTAL.

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

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b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

28. 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.

29. 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

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deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

30. 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); (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises; and (c) maintain the thirty foot (30') wide right-of-way extending from Cranston Road (Highway 377), to the Land Space, in a good and travelable surface.

31. 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.

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

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

LESSOR:


WILLIAM H. LITTON

Site Name: Hilda Smile

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LESSEE:

CELLCO PARTNERSHIP, a Delaware
General partnership d/b/a
Verizon Wireless

BY: _____
Howard H. Bower

ITS: MIDWEST AREA VICE
PRESIDENT-NETWORK

P:\DonnaW\My Documents\WBR\verizon wireless\hilda smile\option and lease agreement.doc

