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Shepherdsville, KY 40165-0369
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October 31, 2007

RECEIVED

OCT 31 2007

**PUBLIC SERVICE
COMMISSION**

VIA HAND DELIVERY

Kentucky Public Service Commission
Attn: Michael F. Burford
Director, Division of Filings
211 Sower Blvd.
P.O. Box 615
Frankfort, KY 40602-0615

RE: Application to Construct Wireless Communications Facility
Location: Buckheaven Court, Catlettsburg, Kentucky 41129
Applicant: Cellco Partnership d/b/a Verizon Wireless
Site Name: Lake Bonita
Case No.: 2007-00444

Dear Mr. Burford:

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

Sincerely,

A handwritten signature in black ink, appearing to read "DAP", written over a horizontal line.

David A. Pike
Attorney for Verizon Wireless

enclosures

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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OCT 31 2007

PUBLIC SERVICE
COMMISSION

In the Matter of:

THE APPLICATION OF)
CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS)
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC) CASE NO.: 2007-00444
CONVENIENCE AND NECESSITY TO CONSTRUCT)
A WIRELESS COMMUNICATIONS FACILITY AT)
BUCKHEAVEN COURT, CATLETSBURG, KY 41129)
IN THE WIRELESS COMMUNICATIONS LICENSE AREA)
IN THE COMMONWEALTH OF KENTUCKY)
IN THE COUNTY OF BOYD)

SITE NAME: LAKE BONITA

**APPLICATION FOR
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
FOR CONSTRUCTION OF A WIRELESS COMMUNICATIONS FACILITY
(REPLACEMENT OF EXISTING TOWER)**

Cellco Partnership, d/b/a Verizon Wireless ("Applicant"), by counsel, pursuant to KRS §§ 278.020, 278.040, 278.650, 278.665 and the rules and regulations applicable thereto, and (ii) the Telecommunications Act of 1996, respectfully submits this Application requesting issuance of a Certificate of Public Convenience and Necessity ("CPCN") from the Kentucky Public Service Commission ("PSC") to construct, maintain, and operate a Wireless Communications Facility ("WCF") to serve the customers of the Applicant with wireless telecommunications services.

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

1. The complete name and address of the Applicant:

Cellco Partnership, d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey, 07921

2. Applicant proposes to remove an existing tower and to replacement it with a new antenna tower for cellular telecommunications services or personal communications services in an area outside the jurisdiction of a planning commission. Applicant submits this application to the Commission for a certificate of public convenience and necessity pursuant to KRS §§ 278.020(1), 278.650, and 278.665.

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

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

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

adequate coverage to the service area.

6. To address the above-described service needs, Applicant proposes to construct a WCF at Buckheaven Court, Catlettsburg, Kentucky 41129 (38-22-53.98 North latitude, 82-39-24.50 West longitude), in an area located entirely within the county referenced in the caption of this application. The property on which the WCF will be located is owned by Fred Faulkner. There is an existing wireless telecommunications facility located on the site that does not meet the engineering requirements of the project. Applicant proposes to replace the existing structure with a new 185-monopole, including an approximately 7-foot tall lightning arrestor attached at the top, for a total height of 192-feet. The WCF will also include concrete foundations to accommodate the placement of the Applicant's proprietary radio electronics equipment. The equipment will be housed in a prefabricated cabinet or shelter that will contain: (i) the transmitting and receiving equipment required to connect the WCF with the Applicant's users in Kentucky, (ii) telephone lines that will link the WCF with the Applicant's other facilities, (iii) battery back-up that will allow the Applicant to operate even after a loss of outside power, and (iv) all other necessary appurtenances. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as **Exhibit B** and **Exhibit C**. Periodic inspections will be performed on the WCF in accordance with the applicable regulations or requirements of the PSC.

7. A list of competing utilities, corporations, or persons is attached as **Exhibit D**,

along with three (3) maps of suitable scale showing the location of the proposed new construction as well as the location of any like facilities located anywhere within the map area, along with a map key showing the owner of such other facilities.

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

9. The process that was used by the Applicant's radio frequency engineers in selecting the site for the proposed WCF was consistent with the general process used for selecting all other existing and proposed WCF facilities within the proposed network design area. Applicant's radio frequency engineers have conducted studies and tests in order to develop a highly efficient network that is designed to serve the Federal Communications Commission licensed service area. The engineers determined an optimum area for the placement of the proposed facility in terms of elevation and location to provide the best quality service to customers in the service area. A radio frequency design search area prepared in reference to these radio frequency studies was considered by the Applicant when searching for sites for its antennas that would provide the coverage deemed necessary by the Applicant. Before beginning the site acquisition process, Applicant carefully evaluated locations within the search area for co-location opportunities on existing

structures. An existing wireless telecommunications facility was located in the area that does not meet the engineering requirements of the project. Applicant proposes to replace the existing structure with a new structure that will meet the engineering requirements of the project. A map of the area in which the tower is proposed to be located which is drawn to scale and clearly depicts the necessary search area within which the site should be located pursuant to radio frequency requirements is attached as **Exhibit E**. Applicant has considered the likely effects of the installation of the proposed WCF on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate services can be provided, and that there are no reasonably available opportunities to co-locate Applicant's antennas on an existing structure. Applicant has attempted to co-locate on suitable existing structures such as telecommunications towers or other suitable structures capable of supporting Applicant's facilities, and no other suitable or available co-location site was found to be located in the vicinity of the site.

10. The structure is less than 200-feet and does not require FAA or Kentucky Airport Zoning Commission ("KAZC") notice for the proposed construction.

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

12. A geotechnical engineering firm has performed soil boring(s) and subsequent geotechnical engineering studies at the WCF site. A copy of the geotechnical engineering report and evaluation, signed and sealed by a professional engineer registered in the Commonwealth of Kentucky, is attached as **Exhibit F**. The name and address of the

geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who supervised the examination of this WCF site are included as part of this exhibit.

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

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

15. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced. Engineered Endeavors Incorporated ("Tower Manufacturer") performed the tower and foundation design. The tower and foundation drawings for the proposed tower submitted as part of **Exhibit C** bear the signature and stamp of Michael R. Morel, a professional engineer registered in the Commonwealth of Kentucky. All tower designs meet or exceed applicable laws and regulations.

16. The Project Manager and Contractor for the proposed facility is Chris Dodd, Verizon Wireless Construction Manager, and the identity and qualifications of each person directly responsible for construction of the proposed tower are contained in the attached

letter submitted as part of **Exhibit C**.

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

18. The possibility of high winds has been considered in the design of this tower. The tower has been designed and engineered by professional engineers using computer assistance and the same accepted codes and standards as are typically used for high-rise building construction. The standard to which the tower is designed is shown on **Exhibit C**.

19. The site development plan signed and sealed by a professional engineer registered in Kentucky was prepared by Frank L. Sellinger, Jr. is attached in **Exhibit B**. Included in **Exhibit B** is map drawn to a scale of no less than one (1) inch equals 200 feet, identifying every owner of real estate within 500 feet of the proposed tower (according to the records maintained by the County Property Valuation Administrator). Every structure and every easement within 500 feet of the proposed tower or within 200 feet of the access road including intersection with the public street system is illustrated in **Exhibit B**.

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

and **Exhibit J**, respectively.

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

22. Two notice signs meeting the requirements prescribed by 807 KAR 5:063, Section 1(2), that measure at least two (2) feet in height and four (4) feet in width and that contain all required language in letters of required height, have been posted, one in a visible location on the proposed site and one on the nearest public road. Such signs shall remain posted for at least two (2) weeks after filing of the Application, and a copy of the posted text is attached as **Exhibit L**. Notice of the location of the proposed facility has also been published in a newspaper of general circulation in the county in which the WCF is proposed to be located.

23. The general area where the proposed facility is to be located is rural. There are no residential structures located within a 500-foot radius of the proposed tower location.

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

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

David A. Pike
Pike Legal Group, PLLC
1578 Highway 44 East, Suite 6

P. O. Box 369
Shepherdsville, KY 40165-0369
Telephone: (502) 955-4400
Telefax: (502) 543-4410

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

Respectfully submitted,



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

LIST OF EXHIBITS

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

EXHIBIT A
BUSINESS ENTITY AND FCC LICENSE DOCUMENTATION

**Federal Communications Commission
Wireless Telecommunications Bureau**

Radio Station Authorization (Reference Copy Only)

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

Licensee: Cellco Partnership

ATTN Regulatory
Cellco Partnership
1120 Sanctuary Pkwy, #150, GASA5REG
Alpharetta, GA 30004

FCC Registration Number (FRN): 0003290673	
Call Sign: KNLH252	File Number: 0002978412
Radio Service: CW - PCS Broadband	

Grant Date 05/30/2007	Effective Date 05/30/2007	Expiration Date 04/28/2017	Print Date 10/29/2007
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Market Number: BTA197	Channel Block: F	Sub-Market Designator: 0
Market Name: Huntington, WV-Ashland, KY		

1st Build-out Date 04/28/2002	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
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Special Conditions or Waivers/Conditions This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/United States), future coordination of any base station transmitters within 72 km (45 miles) of the United States/Canada border shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

This authorization is conditioned upon the full and timely payment of all monies due pursuant to Sections 1.2110 and 24.716 of the Commission's Rules and the terms of the Commission's installment plan as set forth in the Note and Security Agreement executed by the licensee. Failure to comply with this condition will result in the automatic cancellation of this authorization.

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

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

EXHIBIT B

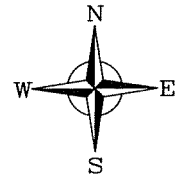
SITE DEVELOPMENT PLAN:

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

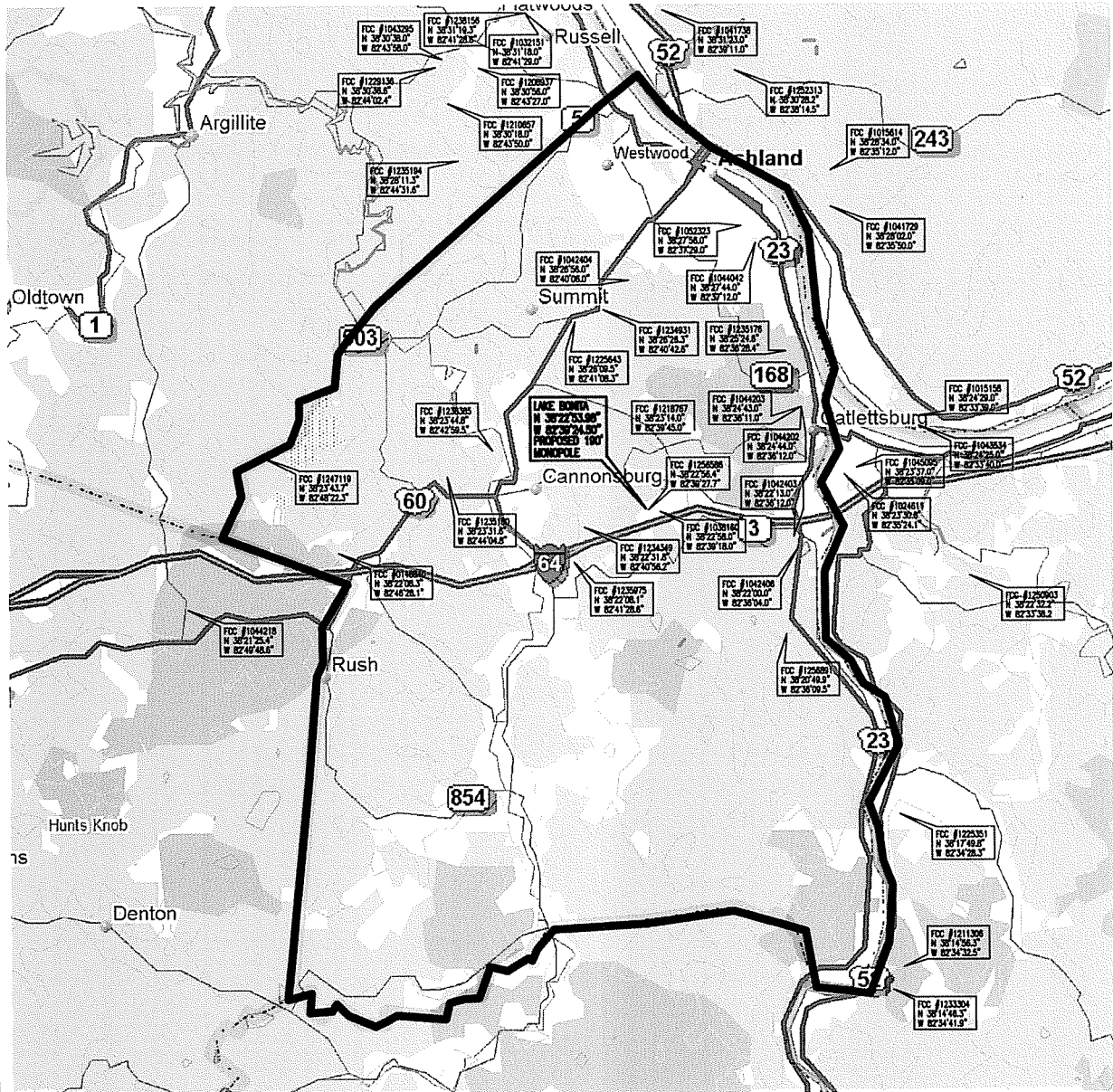
EXHIBIT C
TOWER AND FOUNDATION DESIGN

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

BOYD COUNTY, KENTUCKY
NEW PAR dba VERIZON WIRELESS SITE NAME: LAKE BONITA
TOWER LOCATION EXHIBIT



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



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

MAY 16, 2007



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

P.O. Box 17546 2313/2315 Crittenden Drive Louisville, KY 40217
 Phone: (502) 635-5868 (502) 636-5111 Fax: (502) 636-5263



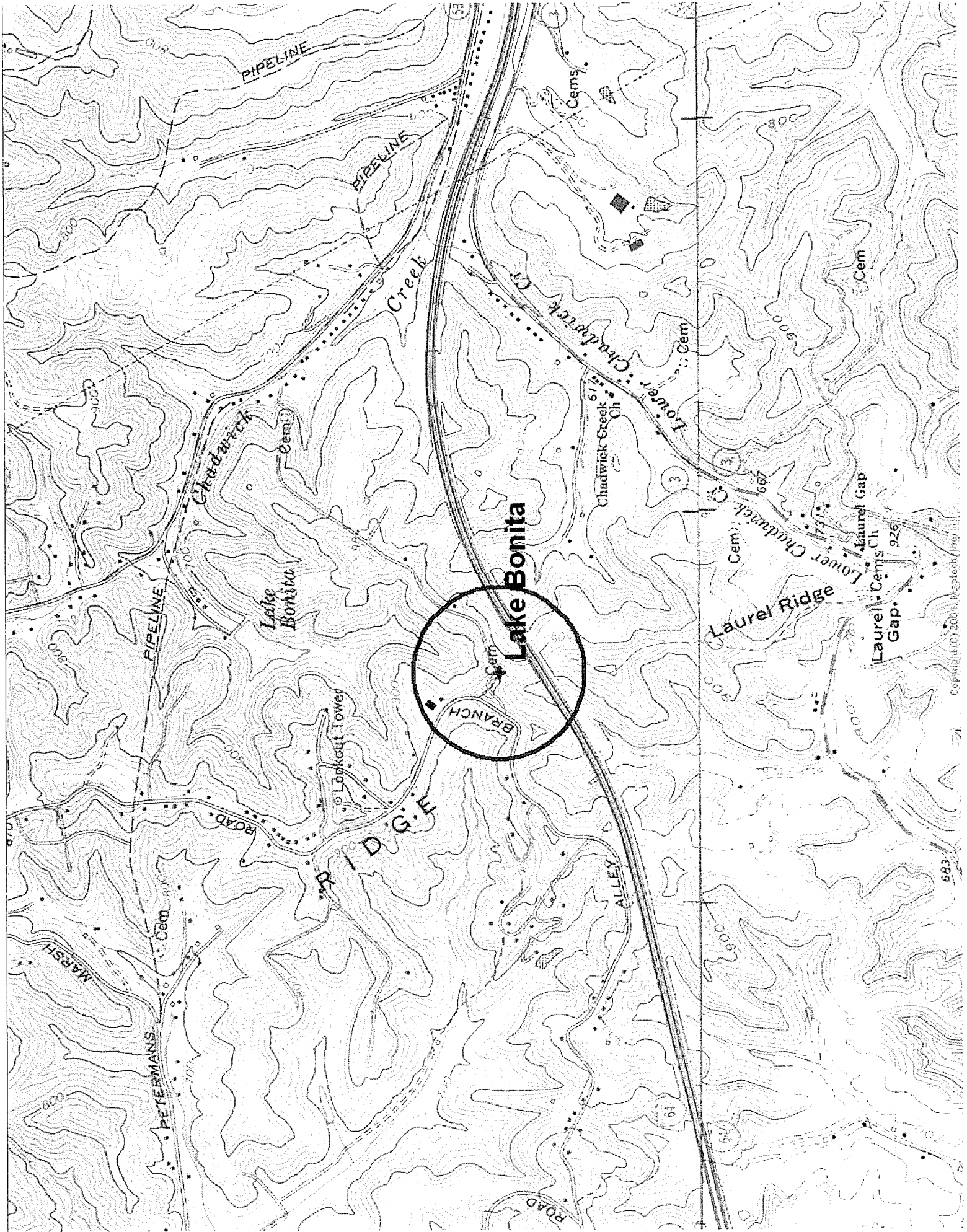
License Search

Search Results**Specified Search**State = **Kentucky**County = **BOYD**Radio Service = **CL, CW**Matches **1- 10** (of **11**)**PA** = Pending Application(s)**TP** = Termination Pending**L** = Lease

	Call Sign/Lease ID	Name	FRN	Radio Service	Status	Expiration Date
1	PA KNKA393	ALLTEL Communications, Inc.	0001720101	CL	Active	01/22/2008
2	PA KNKA773	NEW CINGULAR WIRELESS PCS, LLC	0003291192	CL	Active	10/01/2007
3	PA KNLF235 L	New Cingular Wireless PCS, LLC	0003291192	CW	Active	06/23/2015
4	KNLF578	HORIZON PERSONAL COMMUNICATIONS, INC.	0003018025	CW	Canceled	09/17/2006
5	KNLH252	Cellco Partnership	0003290673	CW	Active	04/28/2017
6	KNLH537	SPRINTCOM, INC.	0002315950	CW	Active	04/28/2017
7	KNLH538	SPRINTCOM, INC.	0002315950	CW	Active	04/28/2017
8	KNNA731	HUNTINGTON CUSA SETTLEMENT GROUP, L.C.		CL	Canceled	
9	WPOH986	West Virginia PCS Alliance, L.C.	0002049328	CW	Active	06/23/2015
10	WPOJ362	MERIWETHER COMMUNICATIONS, LLC	0004521829	CW	Active	06/23/2015

	Call Sign/Lease ID	Name	FRN	Radio Service	Status	Expiration Date
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EXHIBIT E
COPY OF RADIO FREQUENCY DESIGN SEARCH AREA



PIPELINE

PIPELINE

Creek

Lake Bonita

BRANCH

R.D.G.

ALLEY

PETERMANS ROAD

Lookout Tower

Laurel Ridge

Laurel Gap

Lower Chadwick Cr.

Lower Chadwick Cr.

Laurel Cem. Ch

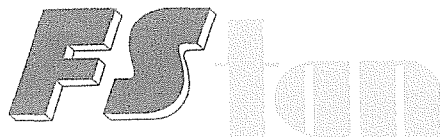
Laurel Gap

926

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683

EXHIBIT F
GEOTECHNICAL REPORT



Land Surveyors & Consulting Engineers

GEOTECHNICAL ENGINEERING STUDY

Proposed Lake Bonita Tower Site
N38° 22' 53.98" W82° 39' 24.50"
Buckhaven Court,
Catlettsburg, Boyd County, Kentucky
Project No. 07-4501

**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. Candy Hendry
Cellco Partnership
7575 Commerce Court
Lewis Center, OH 43035**

Date: April 18, 2007



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

April 18, 2007

Candy Hendry
CELLCO Partnership
7575 Commerce Court
Lewis Center, Ohio 43035

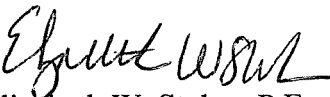
Re: Geotechnical Engineering Study
Proposed 185-foot Monopole Tower
CELLCO Partnership Name: Lake Bonita
N38° 22' 53.98" / W82° 39' 24.50"
Buckhaven Court, Catlettsburg, Boyd County, Kentucky
Project No. 07-4501

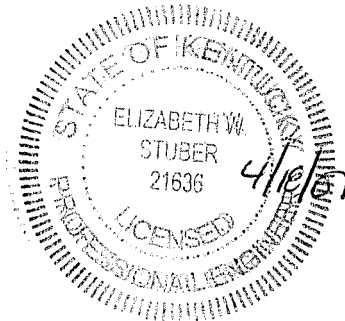
Dear Ms. Hendry:

Transmitted herewith is our geotechnical engineering report for the referenced project. This report contains our findings, an engineering interpretation of these findings with respect to the available project characteristics, and recommendations to aid design and construction of the tower foundations.

We appreciate the opportunity to be of service to you on this project. If you have any questions regarding this report, please contact our office.

Cordially,


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



Copies submitted: (3) Ms. Candy Hendry

LETTER OF TRANSMITTAL

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APPENDIX

BORING LOCATION PLAN
GEOTECHNICAL BORING LOG
SOIL SAMPLE CLASSIFICATION

GEOTECHNICAL ENGINEERING INVESTIGATION
Proposed 185-foot Monopole Tower
CELLCO Partnership Name: Lake Bonita
N38° 22' 53.98" / W82° 39' 24.50"
Buckhaven Court, Catlettsburg, Boyd County, Kentucky
Project No. 07-4501

1. PURPOSE AND SCOPE

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

2. PROJECT CHARACTERISTICS

Cellco Partnership is proposing to construct a 185 feet tall monopole communications tower on property owned by Fred Faulkner, located at N38° 22' 53.98" / W82° 39' 24.50", Buckhaven Court, Catlettsburg, Boyd County, Kentucky. A gravel road running south from Buckhaven Court accesses the proposed lease area. The site is located on a gentle slope along with an existing 50 foot by 50 foot compound for a 106 foot guy tower. The general area is covered with thick brush. The topographical site relief within the lease area is about 3 feet. The elevation of the site is approximately 960 feet msl. Surface water runoff is directed by the topography toward the southeast. A detailed evaluation of long-term slope stability was beyond the scope of this study. The proposed tower location is shown on the Boring Location Plan in the Appendix.

Preliminary information provided us indicates that this project will consist of constructing a monopole communications tower 185 feet tall. We have assumed the following structural information:

- Compression (per leg) = 350 kips
- Uplift (Per Leg) = 250 kips
- Total shear = 30 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 Ashland, Kentucky Geologic Quadrangle map of the Catlettsburg area indicates that the site is underlaid by the Upper Pennsylvanian aged the upper member of the Conemaugh Formation. The Conemaugh formation consists of interbedded layers of shale and sandstone with some limestone and coal. The formation is over 250 feet thick.

3. SUBSURFACE CONDITIONS

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

About 6 inches of crushed stone was encountered at the existing ground surface. Below the topsoil, the boring encountered clayey sand (SC) to a depth of about 8.5 feet. The SPT N-values in the sandy soil ranged from 8 to 16 blows per foot indicating that it is loose to medium dense. At 8.5 feet, highly weathered, olive gray shale was encountered in the silty clay to auger refusal at 20.2 feet. Auger refusal is defined as the depth at which the boring can no longer be advanced using the current drilling method.

The refusal material was cored in Boring 1 from 20.2 to 40.2 feet below the ground surface. Shale and sandstone that was hard, slightly weathered, brown and gray to gray was encountered to the termination depth of 40.2 feet. The recoveries of the rock core were 95 and 100 percent and the RQD values were 52 and 55 percent. These values generally represent good to very good quality rock from a foundation support viewpoint.

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

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

4. FOUNDATION DESIGN RECOMMENDATIONS

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

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

4.1. Tower

Our findings indicate that the proposed monopole tower can be supported on a drilled pier or on a common mat foundation.

4.1.1. Drilled Piers

A drilled pier that bear in the shale or sandstone bedrock below a depth of about 20 feet can be designed for a net allowable end bearing pressure of 60,000 pounds per square foot. The following table summarizes the recommended values for use in analyzing lateral and frictional resistance for the various strata encountered at the test boring. It is important to note that these values are estimated based on the standard penetration test results and soil types, and were not directly measured. The values provided for undrained shear strength and total unit weight are ultimate values and appropriate factors of safety should be used in conjunction with these values. If the piers will bear deeper than about 40 feet, a deeper boring should be drilled to determine the nature of the deeper material.

Depth Below Ground Surface, feet	Undrained Shear Strength, psf	Angle of Internal Friction, Ø, degrees	Total Unit Weight, pcf	Allowable Passive Soil Pressure, psf/one foot of depth	Allowable Side Friction, psf
0 – 8	500	0	120	350 + 40(D)	0
8 - 20	4,000	0	135	2,600 + 45(D-8)	1000
20 – 40	30,000	0	135	20,000 + 45(D-20)	5,000

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

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

4.1.2. Mat Foundation

As an alternative, the tower could be supported on a common mat foundation bearing at a depth of at least 8 feet in on the highly weathered shale bedrock. A net allowable bearing pressure of up to 6,000 pounds per square foot may be used. This value may be increased by 30 percent for the maximum edge pressure under transient loads. A friction value of 0.35 may be used between the concrete and the underlying shale. The passive pressures given for the drilled pier foundation may be used to resist lateral forces.

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

4.2. Equipment Building

The equipment building may be supported on shallow spread footings bearing in the silty clay designed for a net allowable soil pressure of 2,000 pounds per square foot. The footings should be at least ten inches wide. If the footings bear on soil they should bear at a depth of at least 30 inches to minimize the effects of frost action. All existing topsoil or soft natural soil should be removed beneath footings.

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

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

All engineered fill should be compacted to a dry density of at least 98 percent of the standard Proctor maximum dry density (ASTM D698). The compaction should be accomplished by placing the fill in about eight inch loose lifts and mechanically compacting each lift to at least the specified density. Field tests should be performed on each lift as necessary to insure that adequate compaction is being achieved.

4.3. Drainage and Groundwater Considerations

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

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

5. GENERAL CONSTRUCTION PROCEDURES AND RECOMMENDATIONS

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

5.1. Foundation Excavation Inspection

5.1.1 Drilled Piers

The following recommendations are recommended for drilled pier construction:

- Clean the foundation bearing area so it is nearly level or suitably benched and is free of ponded water or loose material.

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

5.2 Fill Compaction

All engineered fill placed adjacent to and above the tower foundation should be compacted to a dry density of at least 95 percent of the standard Proctor maximum dry density (ASTM D-698). This minimum compaction requirement should be increased to 98 percent for any fill placed below the tower foundation bearing elevation. Any fill placed beneath the tower foundation should be limited to well-graded sand and gravel or crushed stone. The compaction should be accomplished by placing the fill in about 8 inch (or less) loose lifts and mechanically compacting each lift to at least the specified minimum dry density. Field density tests should be performed on each lift as necessary to insure that adequate moisture conditioning and compaction is being achieved.

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

5.3 Construction Dewatering

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

6 FIELD INVESTIGATION

One soil test boring was drilled based near the tower center location established in the field by the project surveyor. Split-spoon samples were obtained by the Standard Penetration Test (SPT) procedure (ASTM D1586) in the test boring. The boring was extended to the auger refusal depth of 20.2 feet. A sample of the refusal material was cored in Boring 1 from 20.2 to 40.2 feet below the ground surface and returned to our laboratory. Representative portions of the soil samples were sealed in glass jars and returned to our laboratory. The split-spoon and rock core samples were inspected and visually classified by a geotechnical engineer.

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

7 WARRANTY AND LIMITATIONS OF STUDY

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

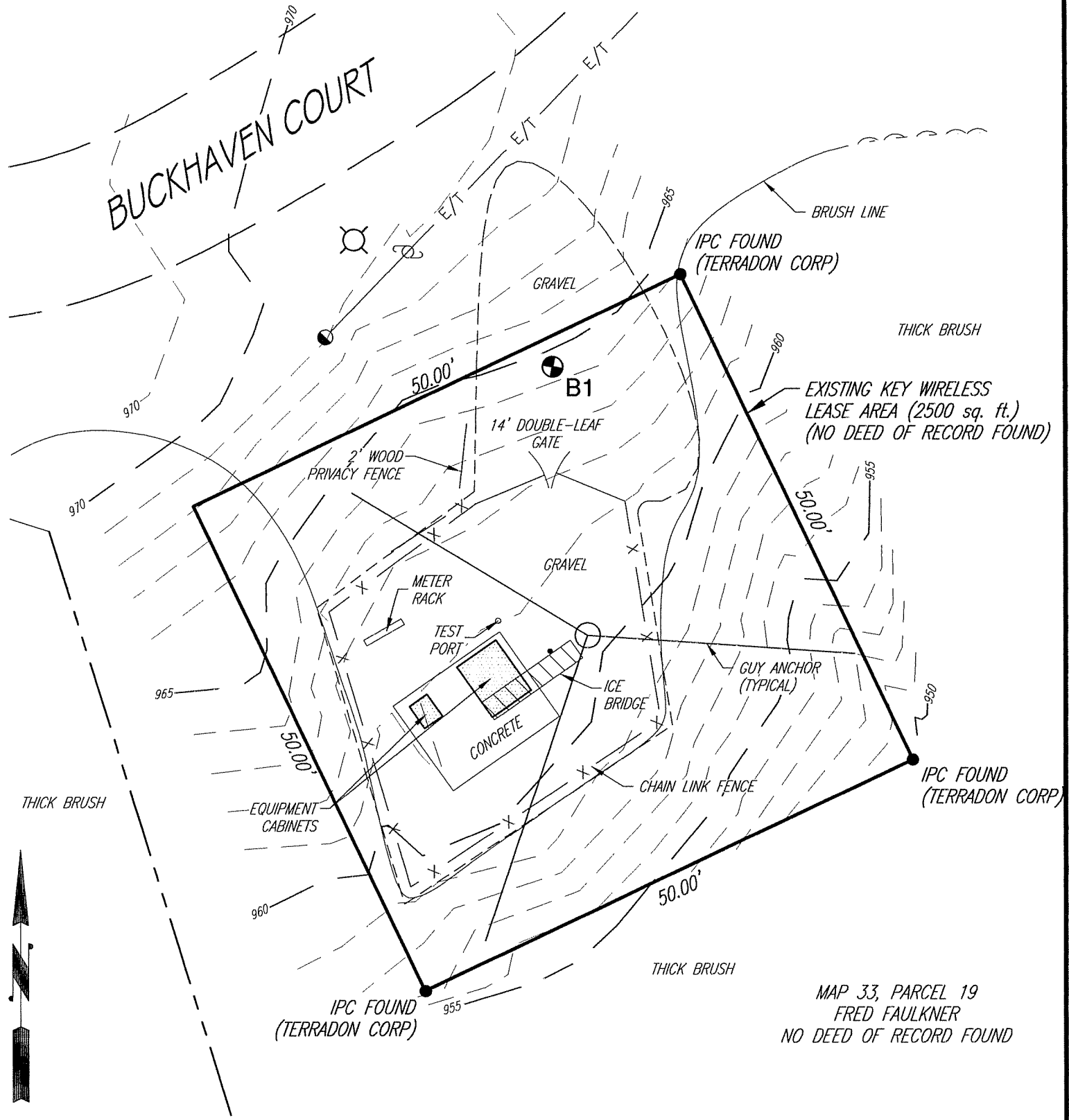
A geotechnical study is inherently limited since the engineering recommendations are developed from information obtained from test borings, which depict subsurface conditions only at the specific locations, times and depths shown on the log. Soil conditions at other locations may differ from those encountered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

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

APPENDIX

BORING LOCATION PLAN
GEOTECHNICAL BORING LOG
SOIL SAMPLE CLASSIFICATION

BUCKHAVEN COURT



● BORING LOCATION

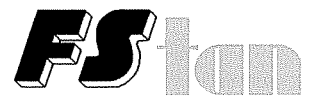
BORING LOCATION PLAN

SITE NAME: LAKE BONITA
 PROPOSED 185' MONOPOLE
 N 38°22'53.98", W 82°39'24.50"

NOT TO SCALE

FSTAN PROJECT #:
07-4501

DATE:
04.19.07



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

MAP 33, PARCEL 19
 FRED FAULKNER
 NO DEED OF RECORD FOUND



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

Geotechnical Boring Log

Boring No: **B-1**

Client: Cellco Partnership	Project Number: 07-4501
Project: Proposed Lake Bonita Tower	Drilling Firm: Greenbaum Associates, Inc.
Location: 38° 22' 53.98" / 82° 39' 24.50"	Project Manager: Beth Stuber
Date Started: 4/13/2007	Total Depth of Boring: 40.2 ft
Date Completed: 4/13/2007	NA on rods
Boring Method: HSA - Manual Hammer	DRY at completion
Surface Elevation: NA	NA NA hours after completion

Layer Depth ft	Legend	Material Description	Depth Scale ft	Sample Data					Remarks
				No.	Type	Blows	Rec. %	PP tsf	
		CLAYEY SAND (SC) - loose, moist, brown and reddish brown		1	SS	3-3-5	100		About 6 inches of crushed stone was encountered at the existing ground surface.
		- medium dense, tan-gray mottled	5	2	SS	4-5-4	100		
				3	SS	7-8-8	67		
8.5		SHALE - highly weathered, olive gray	10	4	SS	8-12-30	67		
		- with gray sandstone fragments	15	5	SS	30-50	33		
20.2		SHALE - hard, slightly weathered, brown and gray	20	6	SS	16-38-50/1"	92		
25.0		SANDSTONE - hard, slightly weathered, brown and gray	25	7	RC		95		RQD = 55 percent
		- gray	30						
36.5		SHALE - hard, slightly weathered, gray	35	8	RC		100		RQD = 52 percent
40.1		Bottom of Boring at 40.2 ft	40						

GEOTECHNICAL BORING LOG 07-4501.GPJ FSTAN.GDT 4/19/07

SOIL CLASSIFICATION CHART

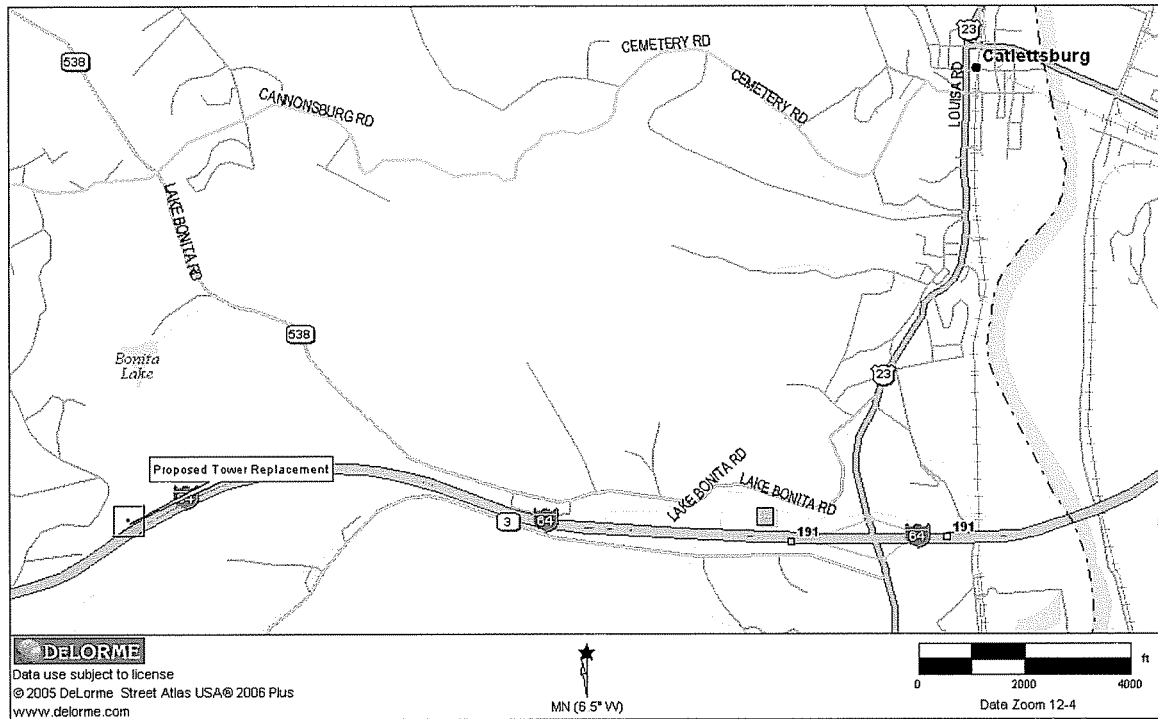
MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS	
			GRAPH	LETTER		
COARSE GRAINED SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES	
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF 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	
		GRAVELS WITH FINES (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	
		CLEAN SANDS (LITTLE OR NO FINES)		SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES	
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND - SILT MIXTURES	
		SANDS WITH FINES (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

EXHIBIT G
DIRECTIONS TO WCF SITE

DIRECTIONS TO PROPOSED WIRELESS FACILITY

VERIZON WIRELESS SITE NAME: LAKE BONITA



- From the Boyd County seat Start out going **SOUTH** on **LOUISA ST** toward **28TH ST**. Turn **SLIGHT LEFT** onto **31ST ST**. Stay **STRAIGHT** to go onto **OAKLAND AVE**. **OAKLAND AVE** becomes **RACE ST**. Turn **RIGHT** onto **US-60 / 35TH ST**. Turn **LEFT** onto **LOUISA RD / US-23**. Continue to follow **US-23 S**. Turn **RIGHT** onto **KY-538**. Turn **LEFT** onto **CANNONSBURG RD**. Turn **LEFT** onto **TARPIN RIDGE RD / LAUREL RIDGE RD**. Turn **LEFT** onto **BUCKHAVEN CT / BUCK HAVEN CT**. There is an exiting tower to the right that will be replaced.
- Prepared by: Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, Kentucky 40165. Toll free: 800-516-4293.

EXHIBIT H
COPY OF REAL ESTATE AGREEMENT

**ASSIGNMENT AND ASSUMPTION AGREEMENT
(REAL PROPERTY LEASES/LICENSES)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of the 18th day of February, 2007 (the "Effective Date"), between KEY COMMUNICATIONS, LLC, a Delaware limited liability company ("Assignor") with an address of c/o PC Management, Inc., 27599 Riverview Center Blvd., Suite 201, Bonita Springs, Florida 34134, and CELLCO PARTNERSHIP, a Delaware general partnership, d/b/a Verizon Wireless ("Assignee") with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920.

WITNESSETH

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of October 16, 2006 (the "Purchase Agreement"), pursuant to which Assignor has agreed to assign to Assignee, *inter alia*, Assignor's interest in the leases, licenses and other agreements identified on Exhibit A attached hereto (hereinafter referred to as the "Leases"); and

WHEREAS, Assignee desires to acquire all of the Assignor's rights under the Leases and assume certain obligations under the Leases, pursuant to and in accordance with the Purchase Agreement,

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound thereby, do hereby covenant and agree as follows:

1. The above recitals are true and correct, are hereby confirmed and ratified, and are incorporated into the body of this Agreement.
2. Assignor hereby grants, sells, conveys, assigns, transfers and delivers to Assignee, as of the Effective Date, all of Assignor's right, title and interest in and to the Leases and all of Assignor's rights and interests under the Leases.
3. Assignee hereby assumes and agrees to discharge and perform, as and when due, all of the liabilities and obligations of Assignor under the Leases to the extent such liabilities and obligations relate to periods from and after the Effective Date. Notwithstanding the foregoing, Assignee is not assuming or agreeing to pay, discharge or perform any liabilities or obligations arising out of any breach by Assignor of any provision of any Lease, including liabilities or obligations arising out of Assignor's failure to perform under any Lease in accordance with its terms prior to the Effective Date and any liability arising

out of the assignment to Assignee of any Lease in violation of the terms thereof.

4. This Agreement is subject to all of the terms and conditions of the Purchase Agreement. No provision of this Agreement shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement or constitute a waiver or release by either party of any liabilities imposed on the other party by the terms of the Purchase Agreement, including, without limitation, the representations and warranties contained therein, which shall not merge into but shall survive this Agreement and continue in full force and effect for the applicable period set forth in the Purchase Agreement.
5. Each of Assignor and Assignee agrees that, if reasonably requested by the other party, it shall do, execute, acknowledge and deliver, at the requesting party's expense, all acts, agreements, instruments, notices and assurances as may be reasonably requested by the other party to further effect and evidence the sale, assignment and transfer of the Leases; provided, however, that nothing in this Agreement shall be deemed to modify the obligations of the parties hereto as provided in Section 1.1.1 of the Purchase Agreement.
6. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
7. This Agreement will be governed by and construed in accordance with the internal laws of the State of New York without regard to principles of conflicts of law.

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IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement to be effective as of the date first written above.

ASSIGNOR:

KEY COMMUNICATIONS, LLC

By: _____
Name: Robert C. Martin
Title: President

ASSIGNEE:


CELLCO PARTNERSHIP d/b/a Verizon
Wireless

By:  _____
Name: A. J. Melone
Title: Vice President

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement to be effective as of the date first written above.

ASSIGNOR:

KEY COMMUNICATIONS, LLC

By: 
Name: Robert C. Martin
Title: President

ASSIGNEE:

CELLCO PARTNERSHIP d/b/a Verizon
Wireless

By: _____
Name: A. J. Melone
Title: Vice President

Exhibit A
to Assignment and Assumption Agreement

BOY07	Lalio Bonita	4794 Buckhaven Ct	Callesburg	KY	41129	Boyd	Fred Faulkner and Carla R. Faulkner	Key Communications, LLC (successor in interest to ClearShot Communications, LLC)	Lease Agreement dated September 27, 2002, as assigned by Assignment and Assumption of Lease Agreement dated October 2, 2002	Fred Faulkner and Carla R. Faulkner

LEASE AGREEMENT

This Lease Agreement ("Agreement") entered into as of the date set forth on the signature page hereof, by and between Fred Faulkner and Carla R. Faulkner, his wife, ("Owner") whose address is 5000 Buckhaven Court, Catlettsburg, Kentucky, 41129 in the County of Boyd, and ClearShot Communications, LLC, a Delaware limited liability company, 7 Great Valley Parkway Suite 129, Malvern, PA 19355 ("ClearShot"), provides for the granting and leasing of certain property interests on the following terms:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY.** The property interests hereby Leased and granted by Owner ("Property") shall include the following:

Real property comprised of approximately Two thousand Five Hundred (2,500) square feet of land, indicated more specifically on Exhibit "A."

Non - exclusive easement required to run utility lines and cables

Non - exclusive easement across Owners Property (hereinafter defined) for access

IN OR UPON THE Owner's real property ("Owner's Property") located at 5000 Buckhaven Court, Catlettsburg, Kentucky 41129, shown on Boyd County tax map #33 as parcel 19, and further described on Exhibit "A" attached hereto and subject to the specifications shown and described on said Exhibit "B".

2. **TERM.** The term of this Agreement shall be Five (5) years commencing on the date ("Commencement Date") that ClearShot begins construction of the communications facility (as such term is defined in Paragraph 4 below), and terminating on the fifth annual anniversary of the Commencement Date (the "Term"), unless otherwise terminated as provided in Paragraph 11. ClearShot shall provide Owner with written notice of the Commencement Date. ClearShot shall have the right to extend the Term for five (5) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless ClearShot notifies Owner, in writing, of its intention not to renew prior to commencement of the succeeding Renewal Term.
3. **LEASE FEE.**

ClearShot shall pay to Owner ("Fee") in monthly payments of _____ on the first day of each month. If the obligations to pay Fee commences or ends on a day other than the first day of the month, then the Fee shall be prorated for that month. The first Fee payment shall be delivered within twenty (20) business days of the Commencement Date.

For any Renewal Period, ClearShot shall pay the then current annual Fee, increased by an amount equal to a percentage of the Fee for the previous Term or Renewal Term. Such percentage shall be computed by multiplying the number of Years in the then expiring term (whether initial Term or Renewal Period) times

4. **USE.** ClearShot may use the Property for the purpose of constructing, installing, removing, replacing, maintaining and operating a communications facility generally in accordance with Exhibit "B" subject to such modifications and alterations as required by ClearShot (collectively, the "Communications Facility"), provided that ClearShot shall not be required to occupy the Property. The Communications Facility may include, without limitation, antenna arrays, dishes, cables, wires, temporary cell sites, equipment shelters and buildings, electronics equipment, generators, and other accessories. Owner shall provide ClearShot with twenty - four (24) hour, seven (7) day a week, year-round access to the Property. ClearShot shall have the right to park its vehicles on Owner's Property when ClearShot is constructing, removing, replacing, and/or servicing its Communications Facility. ClearShot will pay all personal property taxes assessed against the Communications Facility. Owner shall timely pay all real property taxes and

DATE:

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assessments against the Owner's Property. ClearShot will not allow any mechanics or materialmen's liens to be placed on the Property as a result of its work on the Property. ClearShot, its agents and contractors, are hereby granted the right, at its sole cost and expense, to enter upon the Owner's Property and conduct such studies as ClearShot deems necessary to determine the Property's suitability for ClearShot's intended use. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests and such other analyses and studies, as ClearShot deems necessary or desirable. ClearShot shall not be liable to Owner or any third party on account of any pre-existing defect or condition on or with respect to Owner's Property, whether or not such defect or condition is disclosed by ClearShot's analyses. Throughout the term of this Agreement, Owner shall cooperate with ClearShot and execute all documents required to permit ClearShot's intended use of the Property in compliance with zoning, land use, utility service, and for building regulations. Owner shall not take any action that would adversely affect ClearShot's obtaining or maintaining any governmental approval. Owner hereby appoints ClearShot as its agent and attorney -in-fact for the limited purpose of making such filings and taking such actions as are necessary to obtain any desired zoning, land use approvals and/or building permits.

5. **SUBLEASING.** ClearShot has the right to sublease all or any portion of the Property during the Term of this Agreement, without Owner's consent, subject to the following conditions (i) the term of the subLease may not extend beyond the Term of this Agreement, and, (ii) all subleases are subject to all the terms, covenants, and conditions of this Agreement.
6. **ASSIGNMENT.** ClearShot shall have the right to assign or transfer its rights under this Agreement, in whole or in part, to any person or any business entity at any time. After delivery by ClearShot of an instrument of assumption by an assignee that assumes all of the obligations of ClearShot under this Agreement to Owner, ClearShot will be relieved of all liability thereafter. Furthermore, ClearShot may assign, pledge, mortgage or otherwise encumber its interest in this Agreement to any third party (a "Financing Entity") as security for any loan or other financing relationship, without the consent of Owner. A Financing Entity may enforce its rights under its leasehold mortgage or other financing documents ("Leasehold Mortgage") and acquire title to ClearShot's interest in the Property under this Agreement in any lawful way, and pending foreclosure of such Leasehold Mortgage, take possession of the Property. If a Financing Entity shall acquire title to ClearShot's interest in this Agreement by whatever means, including without limitation by foreclosure or otherwise, then the Financing Entity may freely assign this Agreement without Owner's consent.
7. **TRANSFER WARRANTY.** During the term of this Agreement, Owner covenants and agrees that it will not grant, create, or suffer any claim, lien, encumbrance, easement, restriction, or other charge or exception to title to the Property (as defined in Paragraph 1) without the prior written consent of ClearShot. Upon ClearShot's prior written consent, Owner may sell, lease, transfer, grant a perpetual easement or otherwise convey all or any part of the Owner's Property to a transferee and such transfer shall be under and subject to this Agreement and all of ClearShot's rights hereunder. It is agreed that in no event will Owner allow any sale, lease, transfer, or grant of easement that adversely affects ClearShot's rights under this Agreement.
8. **UTILITIES.** ClearShot shall have the right, at its expense, to install or improve utilities servicing Owner's Property (including, but not limited to, the installation of emergency power generators, power lines and utility poles). Payment for electric service and for telephone or other communication services to the Communications Facility shall be ClearShot's responsibility. Owner agrees to cooperate with ClearShot in its efforts to obtain, install and connect the Communications Facility to existing utility service at ClearShot's expense.
9. **REMOVAL OF COMMUNICATIONS FACILITY.** Upon written request of Owner, to be given within fifteen (15) days of the expiration or earlier termination of this Agreement, or at ClearShot's option, all personal property and trade fixtures of ClearShot, specifically including towers and buildings, shall be removed by ClearShot within sixty (60) days after the expiration or earlier termination of this Agreement. In such event, ClearShot shall return the Property to substantially the condition existing at the time of this Agreement's execution, reasonable wear and tear and loss by casualty or other causes beyond ClearShot's

DATE:

07/20/2002

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control excepted. Notwithstanding the foregoing, upon expiration or earlier termination of this Agreement, ClearShot shall not be required to remove any foundation more than two (2) feet below grade level.

10. **INSURANCE.** ClearShot shall maintain commercial general liability insurance insuring ClearShot against liability for personal injury, death or damage to personal property arising out of use of the Property by ClearShot, with combined single limits of
11. **CONDITION OF PROPERTY.** Owner represents that the Owner's Property and all improvements thereto, are in compliance with all building, life/safety, and other laws of any governmental or quasi-governmental authority.
12. **TERMINATION.** ClearShot may terminate this Agreement at any time, in its sole discretion by giving written notice thereof to Owner not less than 30 days prior to the Commencement Date. Further, this Agreement may be terminated by ClearShot immediately, at any time, upon giving written notice to Owner, if (a) ClearShot cannot obtain all governmental certificates, permits, Leases or other approvals (collectively, "Approvals") required and/or any easements required from any third party, or (b) any Approval is canceled, terminated, expired or lapsed, or (c) Owner fails to deliver any required non-disturbance agreement or subordination agreement, or (d) Owner breaches a representation or warranty contained in this Agreement, or (e) Owner fails to have proper ownership of the Property and/or authority to enter into this Agreement, or (f) ClearShot determines that the Owner's Property contains substances of the type described in Section 11 of this Agreement, or (g) ClearShot determines that the Property is not appropriate for its operations for economic, environmental or technological reasons. Such Termination shall not constitute a waiver of ClearShot's rights under Paragraph 15 of this Agreement.
13. **INDEMNITY.** Owner and ClearShot each indemnify the other against, and hold the other harmless from any and all costs (including reasonable attorney's fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of (a) the breach of this Agreement by the indemnifying party; and (b) the use and/or occupancy of the Property, or the balance of the Owner's Property, by such indemnifying party. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from any negligent or intentional misconduct of the indemnified party and shall survive the termination of this Agreement.
14. **HAZARDOUS SUBSTANCES.** Owner represents that Owner has no knowledge of any substance, chemical, or waste on the Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Owner shall hold ClearShot harmless from and indemnify ClearShot against any damage, loss, expense, response costs, or liability, including consultant fees and attorneys' fees resulting from the presence of hazardous substances on, under or around the Owner's Property or resulting from hazardous substances being generated, stored, disposed of, or transported to, on, under, or around the Owner's Property as long as the hazardous substances were not generated, stored, disposed of, or transported by ClearShot or its employees, agents or contractors.
15. **CASUALTY/CONDEMNATION.** If any portion of the Owner's Property or Communication Facility is damaged by any casualty and such damage adversely affects ClearShot's use of the property, or if a condemning authority takes any portion of the Owner's Property and such taking adversely affects ClearShot's use of the Owner's Property, this Agreement shall terminate as of the date of casualty or the date the title vests in the condemning authority, as the case may be if ClearShot gives written notice of the same within thirty (30) days after ClearShot receives notice of such casualty or taking. The parties shall be entitled to make claims in any condemnation proceeding for value of their respective interests in the Property (which for ClearShot may include, where applicable, the value of the Communications Facility, moving expenses, prepaid Fees, and business dislocation expenses). Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

Notwithstanding anything in this Agreement to the contrary, in the event of any casualty to or condemnation of the Property or any portion thereof during such time as any Leasehold Mortgage shall remain unsatisfied, the Financing Entity shall be entitled to receive all insurance proceeds and/or

DATE: 9/20/2002

INITIALS: CF

condemnation awards (up to the amount of the indebtedness secured by the Leasehold Mortgage) otherwise payable to ClearShot or Owner or both and apply them in accordance with the Leasehold Mortgage and shall have the right, but not the obligation, to restore the Property.

16. **WAIVER OF LANDLORD'S LIEN.** To the extent permitted by law, Owner hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Communications Facility or any portion thereof, regardless of whether or not the same is deemed real or personal property under applicable law.
17. **QUIET ENJOYMENT.** ClearShot, upon payment of the Fee, shall peaceably and quietly have, hold and enjoy the Property. If, as of the date of execution of this Agreement or hereafter, there is any mortgage, or other encumbrance affecting Owner's Property, then Owner agrees to obtain from the holder of such encumbrance a Non-Disturbance and Attornment Agreement that ClearShot shall not be disturbed in its possession, use and enjoyment of the Property. Owner shall not cause or permit any use of Owner's Property that interferes with or impairs the quality of the communication services being rendered by ClearShot from the Property. Owner shall not grant any other person or entity the right to operate a wireless communication facility on Owner's Property without written notification to ClearShot. Except in cases of emergency, Owner shall not have access to the fenced compound area unless accompanied by ClearShot personnel.
18. **DEFAULT.** Except as expressly limited herein, Owner and ClearShot shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days.

Notwithstanding anything in this Agreement to the contrary, if, pursuant to the provisions of this Agreement or as a matter of law, Owner shall have the right to terminate this Agreement, then Owner shall take no action to terminate the Agreement without first giving to the Financing Entity written notice of such right, a description of the default in reasonable detail, and a reasonable time thereafter in the case of a default susceptible of being cured by the Financing Entity, to cure such default or (ii) in the case of a default not so susceptible of being cured, to institute, prosecute and complete foreclosure proceedings to otherwise acquire ClearShot's interest under this Agreement; provided however, that the Financing Entity shall not be obligated to continue such possession or continue such foreclosure proceedings after such default shall have been cured.

19. **COLLATERAL ASSIGNMENT.** Owner hereby (a) consents to the collateral assignment of and granting, if any, of a security interest from time to time in favor of a Financing Entity whether now or hereafter existing, (i) in the Property, and (ii) in and to all of ClearShot's Facility; and (iii) in the personal property owned by ClearShot and located at the Property, and (iv) all subLeases by ClearShot of all and any portion of the Property and the rents, issues and profits there from, if any; (b) agrees that any interest that Owner may have in such personal property or subLease, as the case may be, whether granted pursuant to this Agreement or by statute, shall be subordinate to the interest of any such Financing Entity, and (c) agrees to recognize the Financing Entity as Lessee under this Agreement
20. **ESTOPPEL CERTIFICATES.** Owner shall from time to time, within ten (10) days after receipt of request by ClearShot, deliver a written statement addressed to ClearShot or any Financing Entity certifying:
 - (a) that this Agreement is unmodified and in full force and effect (or if modified that this Agreement as so modified is in full force and effect);
 - (b) that the agreement attached to the certificate is a true and correct copy of this Agreement, and all amendments hereto;
 - (c) that to the knowledge of Owner, ClearShot has not previously assigned or hypothecated its rights or interests under this Agreement, except as described in such statement with as much specificity as Owner is able to provide;

DATE:

9/20/2002

4

INITIALS:

GF

- (d) the term of this Agreement and the Fee then in effect and any additional charges;
- (e) the date through which ClearShot has paid Fee;
- (f) that ClearShot is not in default under any provision of this Agreement (or if in default, the nature thereof in detail) and a statement as to any outstanding obligations on the part of ClearShot and Owner; and
- (g) such other matters as are reasonably requested by ClearShot.

Without in any way limiting ClearShot's remedies which may arise out of Owner's failure to timely provide an estoppel certificate as required herein, Owner's failure to deliver such certificate within such time shall be conclusive (i) that this Agreement is in full force and effect, without modification except as may be represented by ClearShot; (ii) that there are no uncured defaults in ClearShot's or Owner's performance hereunder; and (iii) that no Fee for the then current month, has been paid in advance by ClearShot.

21. MISCELLANEOUS

A. Owner represents and warrants that Owner has full authority to enter into and sign this Agreement and has good and indefeasible title to the Owner's Property. The person executing on behalf of Owner represents individually that such person has the authority to execute this Agreement on behalf of Owner.

B. ClearShot warrants and represents that it is duly authorized to do business in the state in which the Property is located and that the undersigned is fully authorized by ClearShot to enter into this Agreement on behalf of ClearShot.

C. This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between the Owner and ClearShot. A writing signed by both parties may only amend this Agreement. Exhibits "A" through "C" are incorporated into this Agreement by reference.

D. The parties may sign this Agreement in counterparts hereto.

E. The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and ClearShot.

F. The prevailing party in any action or proceeding in court to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

G. Owner shall at this time or on or before the Commencement Date execute and acknowledge and deliver to ClearShot for recording a Memorandum of this Agreement ("Memorandum") in the form of Exhibit "C". Owner hereby grants ClearShot permission to insert the Commencement Date of this Agreement into the Memorandum after execution of the Memorandum.

H. Fee payments and notices, requests, and other communication shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally recognized overnight courier service to the address set forth beneath the signature of each party below. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service. Notices shall be sent to:

For Lessee:

ClearShot Communications, LLC

For Owner:

Fred Faulkner & Carla R. Faulkner

DATE:

9/20/2002

INITIALS:

GFF

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement effective as of the 9th
day of September, 2002.

OWNERS

INDIVIDUAL

Fred Faulkner

Fred Faulkner
(Signature)

Print Name: Fred Faulkner
5000 Buckhaven Ct, Catlettsburg, KY 41129
Telephone: (606) 739-6200
Fax: (606) 921-2003
Social Security Number: 400-84-3745
Date: 9.20.02

INDIVIDUAL

Carla R. Faulkner

Carla R. Faulkner
(Signature)

Print Name: Carla R. Faulkner
5000 Buckhaven Ct, Catlettsburg, KY 4129
Telephone: (606) 739-6200
Fax: NA
Social Security Number: 400-88-5413
Date: 9.20.02

ClearShot Communications, LLC,
a Delaware limited liability company

By: [Signature]
Name: J. Kevin Barile
Its: Senior Vice President - Development
Address of ClearShot:
4830 West Kennedy Blvd., Suite 340
Tampa, Florida 33609
Telephone: 813-258-2588
Fax: 813-258-2589
Date: 9.27.02

DATE: 9/20/2002

INITIALS: CFF

EXHIBIT "A" TO LEASE AGREEMENT

LEGAL DESCRIPTION OF OWNER'S PROPERTY:

Lying and being in Terrapin Ridge, Boyd County, Kentucky, and more particularly described as follows:

BEGINNING at a point in the northerly line of Interstate Route No. I-64, where the old "Cleueger" line (Now Larry Vanderpool) intersects same; thence with old "Cleueger" line, an old fence, N 11° 30' W, 240' to a 48" Poplar tree, corner to old Stewart lands; thence with Stewart line, N 66° E, 275'; N 76° 30' E, 220', more or less; N 70° 30' E, 180', more or less; N 17° 30' E, 460', more or less; N 34° 50' E, 300'; N 72° 30' E, 365', more or less, to a stone at fence corner; thence with a fence, S 73° 30' E, 285', more or less, to a 6" Ash at fence corner; thence S 38° 56' E, 174', more or less, to a steel fence post, set in concrete, in the north right of way line of I-64; thence with said right of way line, on a curve to the left, having a radius of 4047.72', a distance of 320'; thence continuing with said right of way line, S 56° 00' W, 1572' to the point of beginning containing 10.3 acres, and being more particularly shown and described on plat dated Nov. 9, 1977 prepared by O. S. Green, Registered land surveyor. There is reserved a 20' right of way for roadway for the use of Larry Vanderpool, his successors and assigns, as shown on plat. Being the same property conveyed to Larry David Vanderpool by deed from Harry C. Vanderpool and Billie Dean Vanderpool, his wife, dated December 15, 1973, of record in Deed Book 456, page 791, Boyd County Records for Deeds.

It is agreed by Owner and ClearShot that the precise legal description for the Owner's Property will be corrected, if necessary, and that the correct legal description may be placed on this Exhibit "A" by ClearShot.

DATE:

9/20/2002

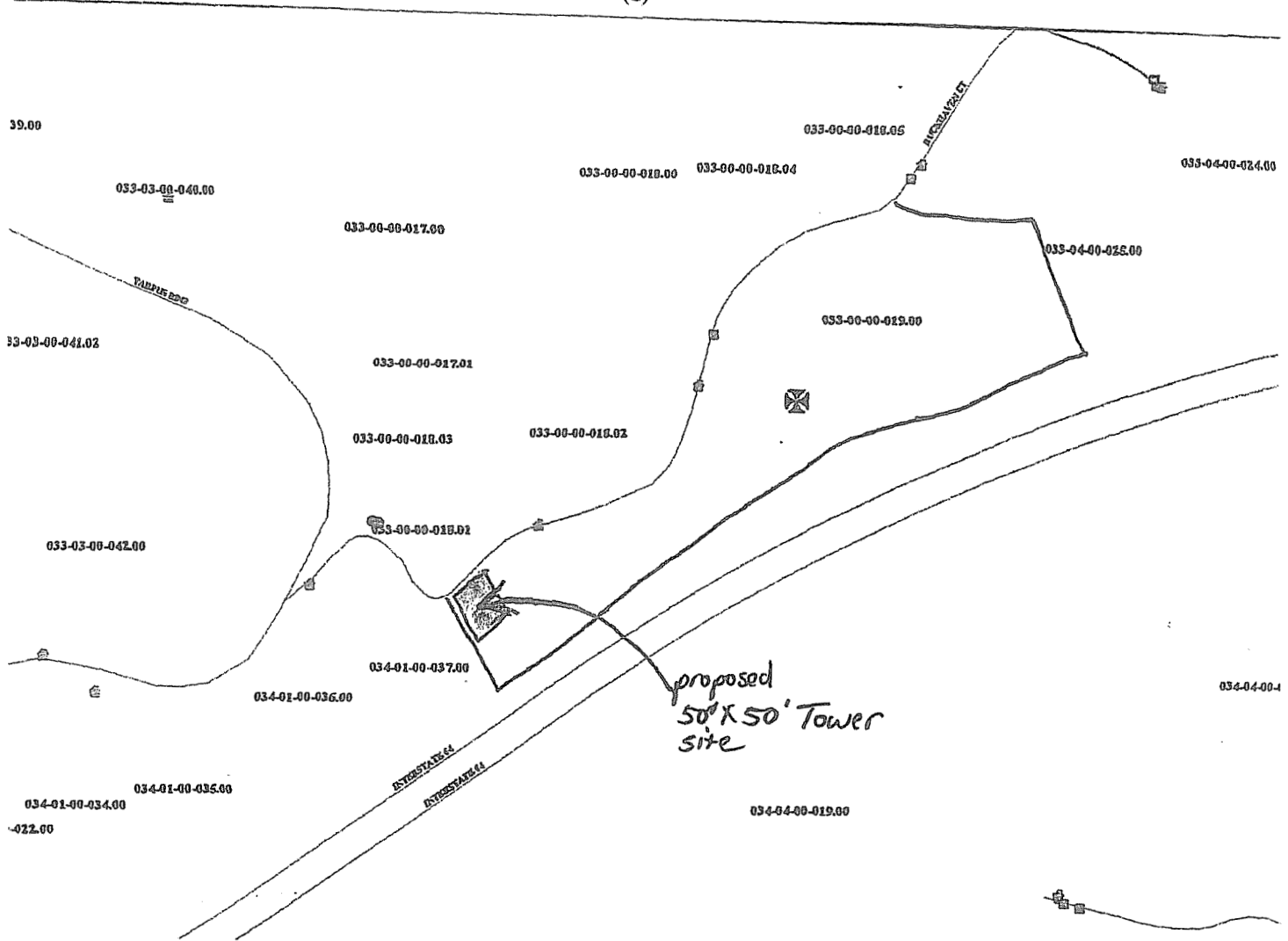
8

INITIALS:

CF

EXHIBIT "B" TO LEASE AGREEMENT

METES AND BOUNDS DESCRIPTION OF SITE
METES AND BOUNDS DESCRIPTION OF EASEMENT (S)
DESCRIPTION OF SITE AND EASEMENT (S)



Scale: 1 inch = 445.69 GeoSync® Ver. 2.7.3 - c:\program files\geosync(tm)\projects\boydpva_view

Notes:

1. This Exhibit shall be replaced by a land survey of the Premises at ClearShot's sole cost and expense, together with non-exclusive easements for utility lines and cables to service the Property, and a non-exclusive easement for ingress and egress across Owner's Property to the Property.
2. Setback of the Premises from the land's property lines shall be the distance required by the applicable governmental authorities.
3. Width of access road, if any, shall be the width required by the applicable governmental authorities, including police and fire departments.

DATE: 9/20/2002

INITIALS: CF

EXHIBIT "C" TO LEASE AGREEMENT

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM evidences that an agreement was made and is hereby entered into by written Lease Agreement dated effective the _____ day of _____, 2002, between Fred Faulkner and Carla R. Faulkner, his wife, ("Owner") whose address is as set forth below and ClearShot Communications, LLC, a Delaware limited liability company ("ClearShot"), whose address is 7 Great Valley Parkway Suite 129, Malvern, PA 19355, the terms and conditions of which are incorporated herein by reference.

Such Lease Agreement provides, in part, that Owner, for valuable consideration, Leases to ClearShot a part of that certain property owned by Owner which is described in Exhibits "A" attached hereto and incorporated herein for a term of years commencing on _____, 2002, which term is subject to five (5) additional five (5) year option terms.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

OWNERS

INDIVIDUAL



(Signature)

Print Name: Fred Faulkner
5000 Buckhaven Ct., Catlettsburg, KY 41129
Telephone: (606) 739-6200
Fax: (606) 921-2003
Social Security Number: 400-84-3745

INDIVIDUAL



(Signature)

Print Name: Carla R. Faulkner
5000 Buckhaven Ct., Catlettsburg, KY 41129
Telephone: (606) 739-6200
Fax: NA
Social Security Number: 400-88-5413

ClearShot Communications, LLC
a Delaware limited liability company

By: _____

Name: J. Kevin Barile
Its: Senior Vice President - Development
Address of ClearShot:
4830 West Kennedy Blvd., Suite 340
Telephone: 813-258-2588
Fax: 813-258-2589
Date: _____

DATE: 9/20/2002

INITIALS: CFE

BY: Fred Faulkner & Carla R. Faulkner
TITLE: Owners
DATE: 9-20-02

STATE OF Kentucky
COUNTY OF Boyd

On Sept. 20, 2002, before me, Christi S. Jackson, Notary Public, personally appeared Fred Faulkner & Carla R. Faulkner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledge to me that she/he executed the same in his authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Christi S. Jackson (Seal)
Notary Public
My commission expires: 7-18-06

NAME: J. Kevin Barile
TITLE: Senior Vice President - Development
DATE: 9.27.02

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

On September 27, 2002, before me, Jennifer Dehnert, Notary Public, personally appeared, J. Kevin Barile, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledge to me that she/he executed the same in his authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Jennifer Dehnert (Seal)
Notary Public
My commission expires: February 20, 2004



DATE: 9/20/2002

INITIALS: CF

THIS INSTRUMENT PREPARED BY:
AND RETURN TO:
ClearShot Communications, LLC
One Urban Center
4830 West Kennedy Blvd., Suite 340
Tampa, FL 33609

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM evidences that an agreement was made and is hereby entered into by written License Agreement dated effective the 27th day of September, 2002 between Fred Faulkner and Carla R. Faulkner, his wife ("Owner"), whose address is as set forth below and ClearShot Communications, LLC, a Delaware limited liability company ("ClearShot"), whose address is 7 Great Valley Parkway Suite 129, Malvern, PA 19355, the terms and conditions of which are incorporated herein by reference.

Such License Agreement provides, in part, that Owner, for valuable consideration, licenses to ClearShot a part of that certain property owned by Owner which is described in Exhibits "A" attached hereto and incorporated herein for a term of years commencing on _____, 2001, which term is subject to five (5) additional five (5) year option terms.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

OWNERS:

INDIVIDUAL

Fred Faulkner
(Signature)
Print Name: Fred Faulkner
Address: 5000 Buckhaven Court
Telephone: (606) 739-6200
Fax: (606) 921-2003
Social Security Number: 400-84-3745

INDIVIDUAL

Carla R. Faulkner
(Signature)
Print Name: Carla R. Faulkner
Address: 5000 Buckhaven Court
Telephone: (606) 739-6200
Fax: NA
Social Security Number: 400-88-5413

CLEARSHOT:

ClearShot Communications, LLC
a Delaware limited liability company

By: J. Kevin Barile
Name: J. Kevin Barile
Its: Senior Vice President - Development
Address of ClearShot:
4830 West Kennedy Blvd., Suite 340
Telephone: 813-258-2588
Fax: 813-258-2589
Date: 9.27.02

DATE: 9/27/02

INITIALS: CF

NAME: Fred Faulkner and Carla R. Faulkner
TITLE: Owners
DATE: 9-20-02

STATE OF Kentucky
COUNTY OF Boyd

On Sept 20, 2002, before me, Christi S. Jackson, Notary Public, personally appeared Fred Faulkner and Carla R. Faulkner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledge to me that she/he executed the same in his authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Christi S. Jackson (Seal)
Notary Public
My commission expires: 7-18-06

NAME: J. Kevin Barile
TITLE: Senior Vice President - Development
DATE: 9-27-02

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

On September 27, 2002 before me, Jennifer Dehnert, Notary Public, personally appeared, J. Kevin Barile, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledge to me that she/he executed the same in his authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Jennifer Dehnert (Seal)
Notary Public
My commission expires: February 20, 2004



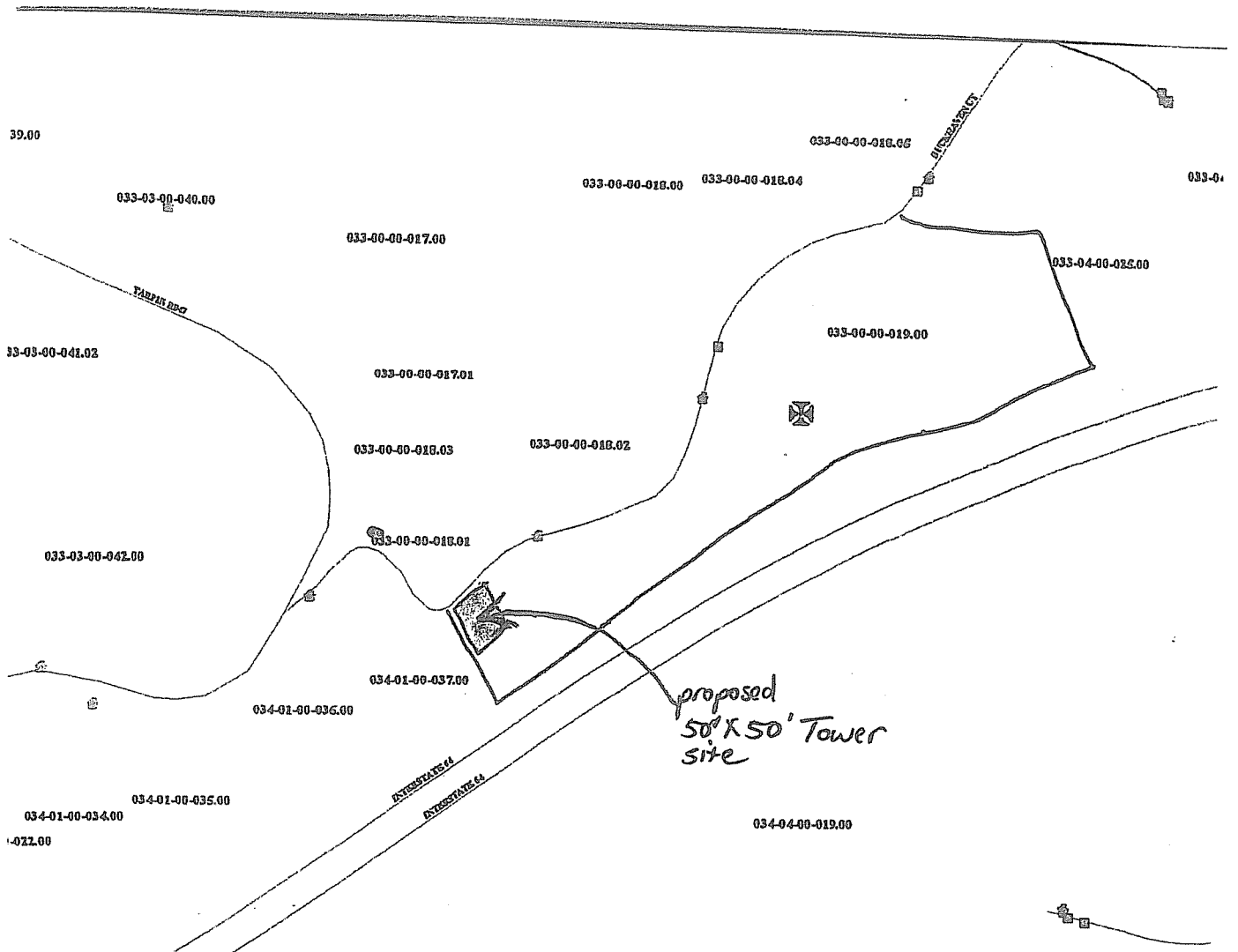
DATE: _____

INITIALS: JKB

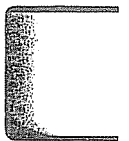
Exhibit "A"

Lying and being in Terrapin Ridge, Boyd County, Kentucky, and more particularly described as follows:

BEGINNING at a point in the northerly line of Interstate Route No. I-64, where the old "Cleueger" line (Now Larry Vanderpool) intersects same; thence with old "Cleueger" line, an old fence, N 11° 30' W, 240' to a 48" Poplar tree, corner to old Stewart lands; thence with Stewart line, N 66° E, 275'; N 76° 30' E, 220', more or less; N 70° 30' E, 180', more or less; N 17° 30' E, 460', more or less; N 34° 50' E, 300'; N 72° 30' E, 365', more or less, to a stone at fence corner; thence with a fence, S 73° 30' E, 285', more or less, to a 6" Ash at fence corner; thence S 38° 56' E, 174', more or less, to a steel fence post, set in concrete, in the north right of way line of I-64; thence with said right of way line, on a curve to the left, having a radius of 4047.72', a distance of 320'; thence continuing with said right of way line, S 56° 00' W, 1572' to the point of beginning containing 10.3 acres, and being more particularly shown and described on plat dated Nov. 9, 1977 prepared by O. S. Green, Registered land surveyor. There is reserved a 10' right of way for roadway, for the use of Larry Vanderpool, his successors and assigns, as shown on plat. Being the same property conveyed to Larry David Vanderpool by deed from Harry C. Vanderpool and Billie Dean Vanderpool, his wife, dated December 15, 1973, of record in Deed Book 456, page 791, Boyd County Records for Deeds.



Scale: 1 inch = 445.69 GeoSync® Ver. 2.7.3 - c:\program files\geosync(tm)\projects\boydpva_view



**EXHIBIT I
NOTIFICATION LISTING**

LAKE BONITA LANDOWNER NOTICE LISTING

Clevenger Cemetary
Buckhaven Court
Catlettsburg, KY 41129

Independent Cellular Network
2100 Electronics Drive
Ft. Meyers, FL 33912

Fred & Carla Faulkner
5000 Buckhaven Court
Catlettsburg, KY 41129

Sara & Stanley Sloane
4726 Lake Bonita Road
Catlettsburg, KY 41129

James & Leslie Daniel
4508 Buckhaven Court
Catlettsburg, KY 41129

Timothy D. & Tina B. Drangoo
5118 Buckhaven Court
Catlettsburg, KY 41129

William Hawk
5519 Tarpin Ridge
Catlettsburg, KY 41129

Ralph & Tammy J. Jackson
6213 State Route
Catlettsburg, KY 41129

Candie L. Kane
6001 Brown Lane
Catlettsburg, KY 41129

Michael G. & Christie L. Brumfield
4700 Buckhaven Court
Catlettsburg, KY 41129

EXHIBIT J
COPY OF PROPERTY OWNER NOTIFICATION



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

**Notice of Proposed Construction of
Wireless Communications Facility
Site Name: Lake Bonita**

Dear Landowner:

Cellco Partnership d/b/a Verizon Wireless has filed an application with the Kentucky Public Service Commission ("PSC") to replace an existing tower with a new wireless communications facility on a site located at Buckheaven Court, Catlettsburg, Kentucky 41129 (38-22-53.98 North latitude, 82-39-24.50 West longitude). The proposed facility will include a 185-foot tall antenna tower, plus lightening arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

This notice is being sent to you because the Boyd County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2007-00444 in any correspondence sent in connection with this matter.

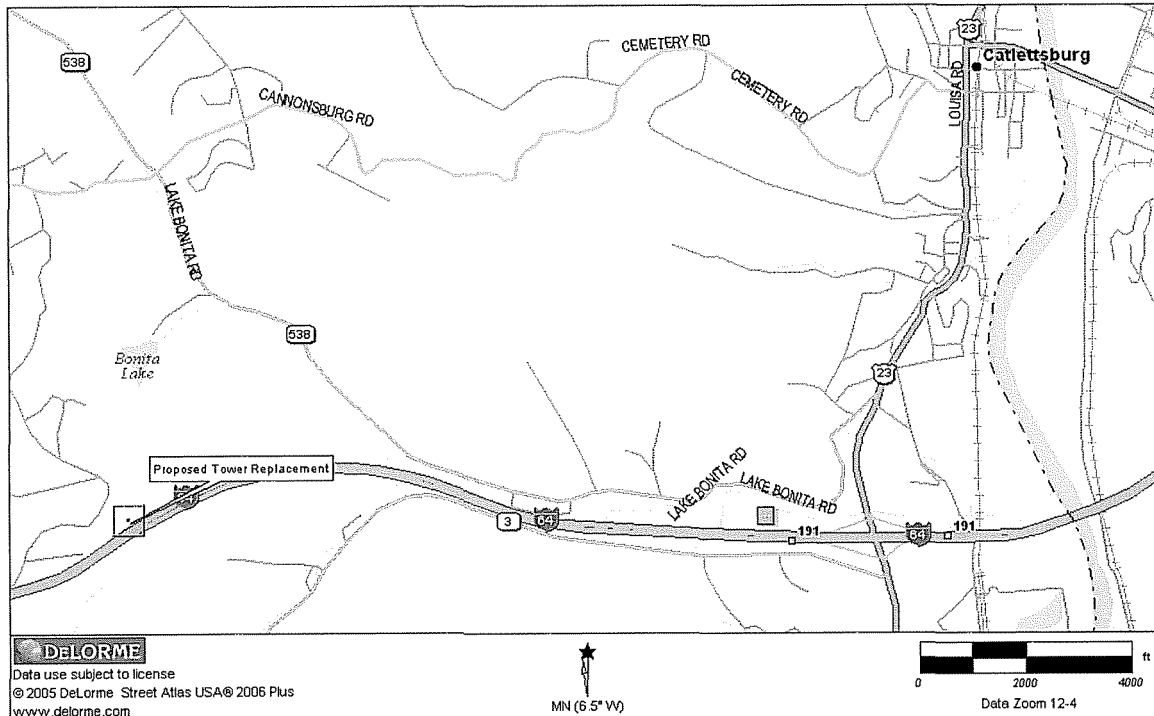
We have attached a map showing the site location for the proposed tower. Verizon Wireless' radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the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

Sincerely,
David A. Pike
Attorney for Verizon Wireless

enclosure

DIRECTIONS TO PROPOSED WIRELESS FACILITY

VERIZON WIRELESS SITE NAME: LAKE BONITA



- From the Boyd County seat Start out going **SOUTH** on **LOUISA ST** toward **28TH ST**. Turn **SLIGHT LEFT** onto **31ST ST**. Stay **STRAIGHT** to go onto **OAKLAND AVE**. **OAKLAND AVE** becomes **RACE ST**. Turn **RIGHT** onto **US-60 / 35TH ST**. Turn **LEFT** onto **LOUISA RD / US-23**. Continue to follow **US-23 S**. Turn **RIGHT** onto **KY-538**. Turn **LEFT** onto **CANNONBURG RD**. Turn **LEFT** onto **TARPIN RIDGE RD / LAUREL RIDGE RD**. Turn **LEFT** onto **BUCKHAVEN CT / BUCK HAVEN CT**. There is an exiting tower to the right that will be replaced.
- Prepared by: Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, Kentucky 40165. Toll free: 800-516-4293.

EXHIBIT K
COPY OF COUNTY JUDGE/EXECUTIVE NOTICE



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

October 30, 2007

VIA CERTIFIED MAIL

Hon. William C. Stevens
Boyd County Judge Executive
Boyd County Courthouse
P.O. Box 423
Catlettsburg, Kentucky 41129

RE: Notice of Proposal to Construct Wireless Communications Facility
Kentucky Public Service Commission Docket No. 2007-00444
Site Name: Lake Bonita

Dear Judge Stevens:

Cellco Partnership d/b/a Verizon Wireless has filed an application with the Kentucky Public Service Commission ("PSC") to replace an exiting tower with a new wireless communications facility on a site located at Buckheaven Court, Catlettsburg, Kentucky 41129 (38-22-53.98 North latitude, 82-39-24.50 West longitude). The proposed facility will include a 185-foot tall antenna tower, plus lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2007-00444 in any correspondence sent in connection with this matter.

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

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

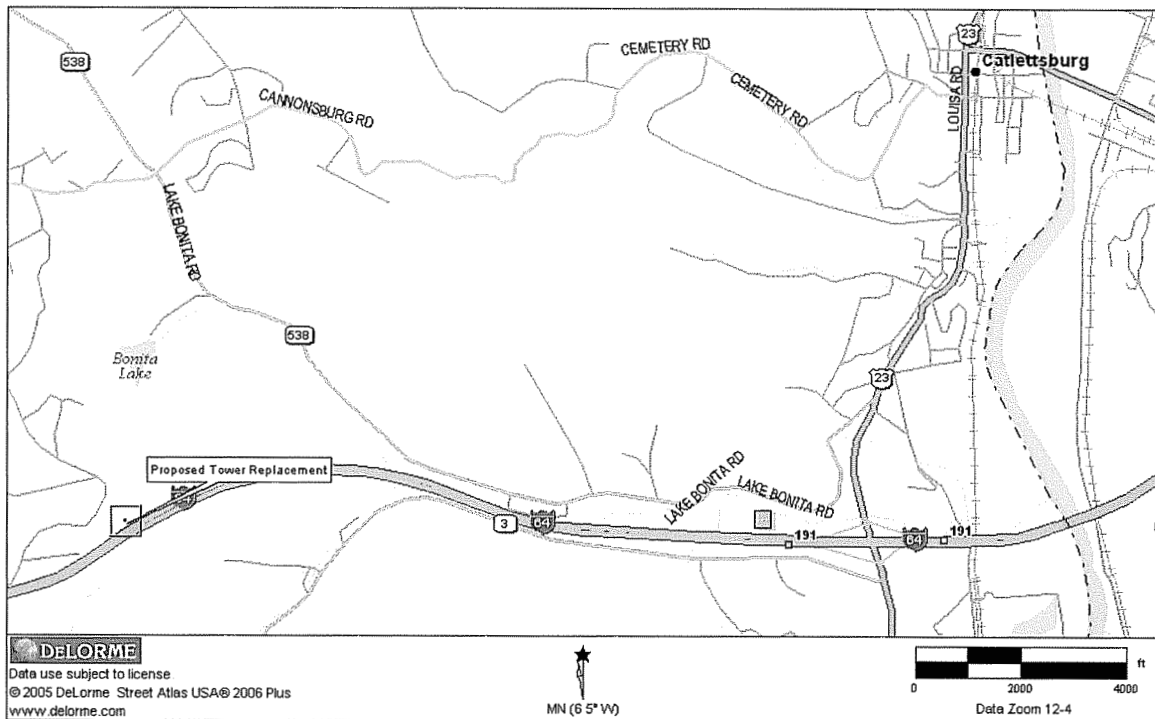
Sincerely,

David A. Pike
Attorney for Verizon Wireless

enclosure

DIRECTIONS TO PROPOSED WIRELESS FACILITY

VERIZON WIRELESS SITE NAME: LAKE BONITA



- From the Boyd County seat Start out going SOUTH on LOUISA ST toward 28TH ST. Turn SLIGHT LEFT onto 31ST ST. Stay STRAIGHT to go onto OAKLAND AVE. OAKLAND AVE becomes RACE ST. Turn RIGHT onto US-60 / 35TH ST. Turn LEFT onto LOUISA RD / US-23. Continue to follow US-23 S. Turn RIGHT onto KY-538. Turn LEFT onto CANNONBURG RD. Turn LEFT onto TARPIN RIDGE RD / LAUREL RIDGE RD. Turn LEFT onto BUCKHAVEN CT / BUCK HAVEN CT. There is an exiting tower to the right that will be replaced.
- Prepared by: Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, Kentucky 40165. Toll free: 800-516-4293.



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

October 30, 2007

VIA CERTIFIED MAIL

Boyd County Fiscal Court
c/o Judge Executive William C. Stevens
Boyd County Courthouse
P.O. Box 423
Catlettsburg, Kentucky 41129

RE: Notice of Proposal to Construct Wireless Communications Facility
Kentucky Public Service Commission Docket No. 2007-00444
Site Name: Lake Bonita

Dear Magistrates:

Cellco Partnership d/b/a Verizon Wireless has filed an application with the Kentucky Public Service Commission ("PSC") to replace an existing tower with a new wireless communications facility on a site located at Buckheaven Court, Catlettsburg, Kentucky 41129 (38-22-53.98 North latitude, 82-39-24.50 West longitude). The proposed facility will include a 185-foot tall antenna tower, plus lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

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

Sincerely,

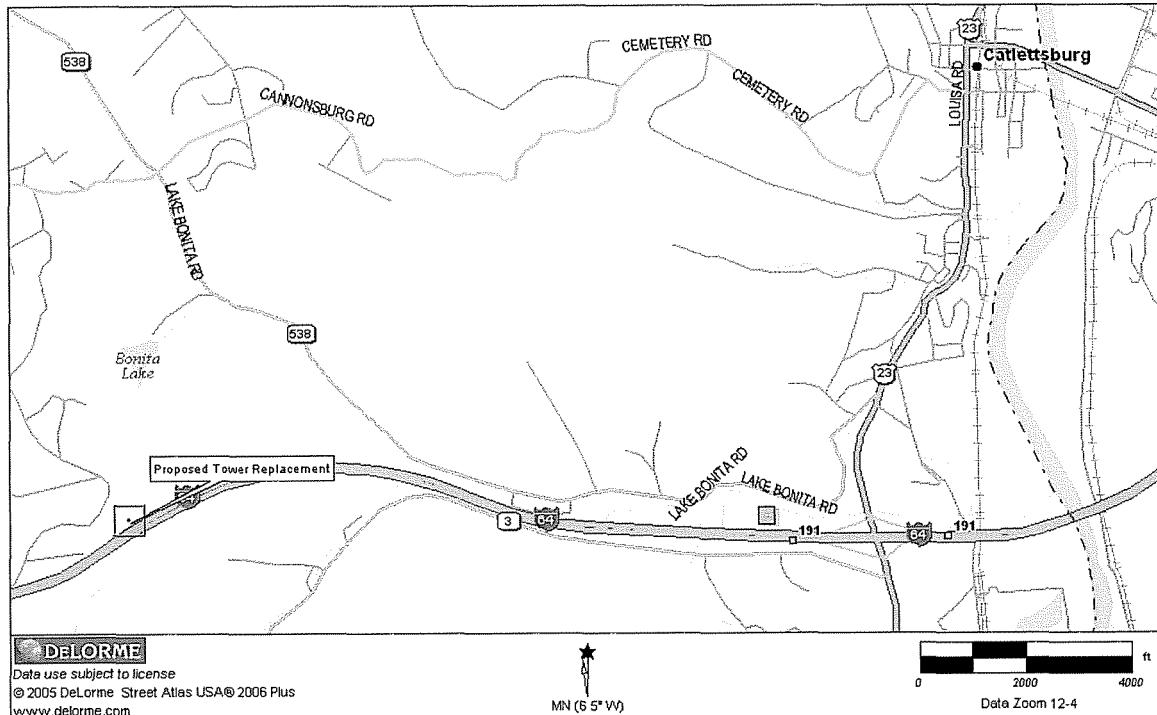
A handwritten signature in black ink, appearing to read "D. Pike", written over a horizontal line.

David A. Pike
Attorney for Verizon Wireless

enclosure

DIRECTIONS TO PROPOSED WIRELESS FACILITY

VERIZON WIRELESS SITE NAME: LAKE BONITA



- From the Boyd County seat Start out going SOUTH on LOUISA ST toward 28TH ST. Turn SLIGHT LEFT onto 31ST ST. Stay STRAIGHT to go onto OAKLAND AVE. OAKLAND AVE becomes RACE ST. Turn RIGHT onto US-60 / 35TH ST. Turn LEFT onto LOUISA RD / US-23. Continue to follow US-23 S. Turn RIGHT onto KY-538. Turn LEFT onto CANNONBURG RD. Turn LEFT onto TARPIN RIDGE RD / LAUREL RIDGE RD. Turn LEFT onto BUCKHAVEN CT / BUCK HAVEN CT. There is an exiting tower to the right that will be replaced.
- Prepared by: Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, Kentucky 40165. Toll free: 800-516-4293.

EXHIBIT L
COPY OF POSTED NOTICES

LAKE BONITA NOTICE SIGNS

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

Cellco Partnership, d/b/a Verizon Wireless, proposes to construct a telecommunications **monopole** on this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2007-00444 in your correspondence.

Cellco Partnership, d/b/a Verizon Wireless proposes to construct a telecommunications **monopole** near this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165 (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2007-00444 in your correspondence.